AGENDA
CITY OF ST. CHARLES
PLANNING & DEVELOPMENT COMMITTEE
ALD. ED BESSNER – CHAIRMAN
MONDAY, MARCH 11, 2019 - 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 and execute an Acceptance Resolution for Public Utilities for the Prairie Centre Development.

*b. Plan Commission recommendation to approve a Minor Subdivision Final Plat for 1812 Riverside Subdivision.

*c. Recommendation to approve an amendment to the First Street Building #3 Balcony License Agreement with First Street Development II, LLC (addition of roof structure over balcony).

d. First Street Building #8:
   1. Plan Commission recommendation to approve a PUD Preliminary Plan.
   2. Recommendation to approve a Redevelopment Agreement with STC Lot 4, LLC.

e. Recommendation to approve an amendment to the Redevelopment Agreement with First Street Development II, LLC regarding adding the East Plaza/Riverwalk project to the list of "Developer Optional to Construct" improvements.

f. Historic Preservation Commission recommendation to approve a Historic Landmark Designation for 201 Delnor Ave. (G.E. Steckmesser).

5. FIRE DEPARTMENT

a. Recommendation to approve a Limited Contractual Service Agreement with the Fox River and Countryside Fire Rescue District.

6. ADDITIONAL BUSINESS

7. EXECUTIVE SESSION

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

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

9. 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).

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: *4a
	Title:	Recommendation to Approve and Execute an Acceptance Resolution for Public Utilities for the Prairie Centre Development.
	Presenter:	Monica Hawk

Meeting: Planning & Development Committee	Date: March 11, 2019	
Proposed Cost: N/A	Budgeted Amount: N/A	Not Budgeted: ☐

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

Public watermain, sanitary sewer and appurtenances were constructed by the developer to service the improvements for the Prairie Centre development Phase One. Said utilities have undergone and passed all required testing.

The City has performed inspections and provided the developer with punchlist items. Approval is recommended contingent upon completion of the punchlist and submittal of record drawings prior to final City Council action.

Attachments (*please list*)**:**
Acceptance Resolution
Bill of Sale
Exhibit

Recommendation/Suggested Action (*briefly explain*)**:**
Staff recommends approval and execution of an acceptance resolution contingent upon completion of the punchlist and submittal of record drawings prior to final City Council action.

(Watermain &Sanitary Sewer)

City of St. Charles
Kane and DuPage Counties

ACCEPTANCE RESOLUTION

Subdivision Name: Prairie Centre

Whereas Towne Centre Equities, LLC, the Developer of Prairie Centre, constructed public watermain, sanitary sewer and appurtenances in easements as described in the attached exhibits in the aforesaid Subdivision; and

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

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

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

Passed by the City Council of the City of St. Charles, this _____day of _____, 2019, and APPROVED by the Mayor of said City of St. Charles, this ___ day of _____, 2019.

_____
MAYOR

ATTEST:

_____
CITY CLERK

BILL OF SALE

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

ONE: Each and every part of a Public Watermain & Sanitary Sewer Systems and appurtenances, as fully described in a certain set of plans and specifications attached hereto and incorporated herein as Exhibit "A".

TWO: The object of this Bill of Sale is to grant, sell, transfer and deliver to the CITY, with the exceptions noted, the ownership in all items of personalty, which comprise the Public Watermain & Sanitary Sewer Systems and appurtenances by SELLER to date within the CITY.

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

IN WITNESS WHEREOF, SELLER has signed and sealed this Bill of Sale at St. Charles, this 5th day of March, 2019.

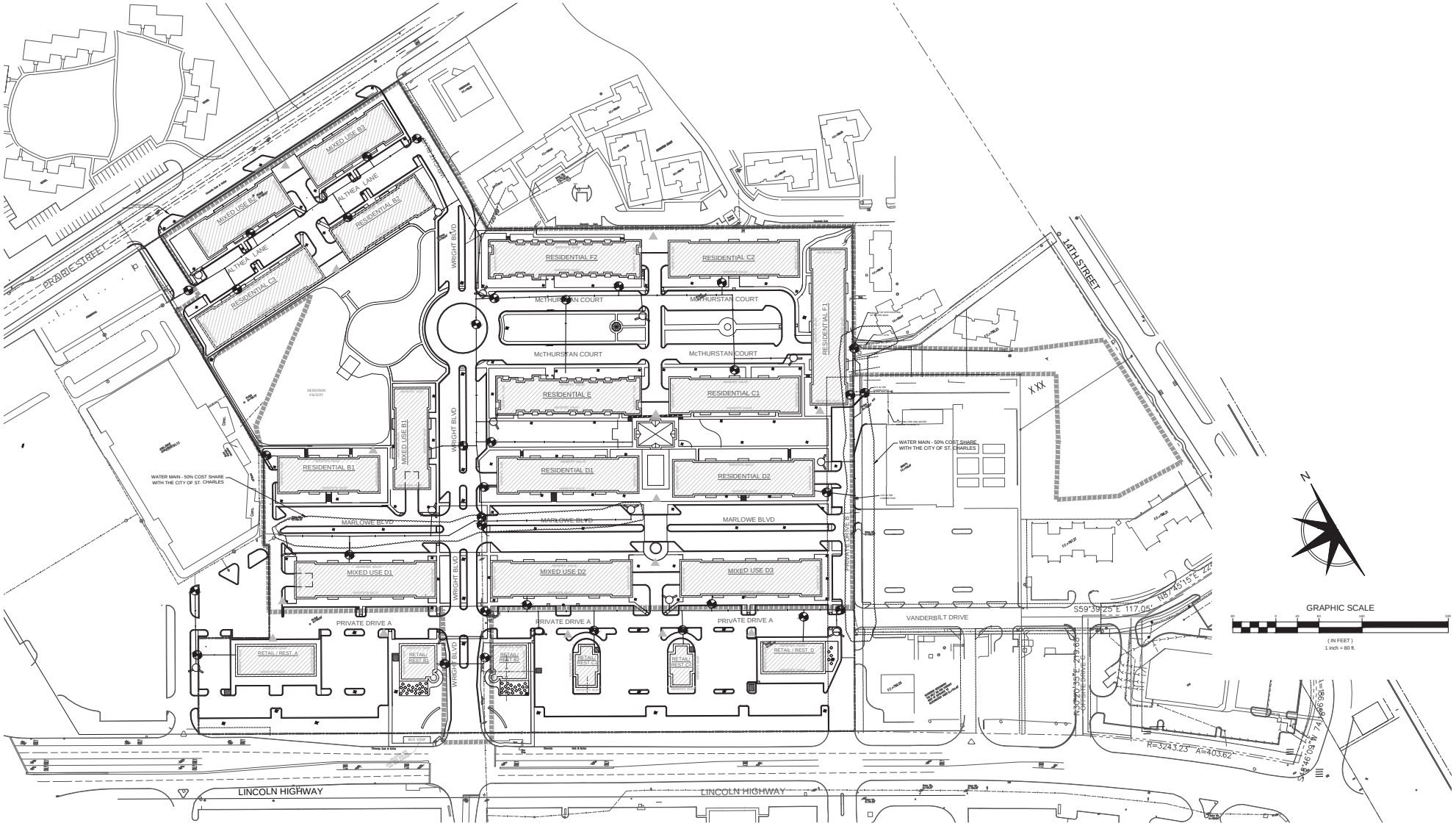
(SELLER)
Towne Centre Equities, LLC

BY: _____

ITS: Manager

ATTEST:

_____
David A. Patzelt



PREPARED FOR:
SHODEEN, INC.
77 NORTH FIRST STREET
GENEVA, IL 60134

PREPARED BY:
ESM CIVIL SOLUTIONS, LLC
Civil Engineering - Land Entitlement - Project Feasibility
1315 Macom Drive - Suite 205 Naperville Illinois 60564
o: 630-300-0933 c: 630-624-0520

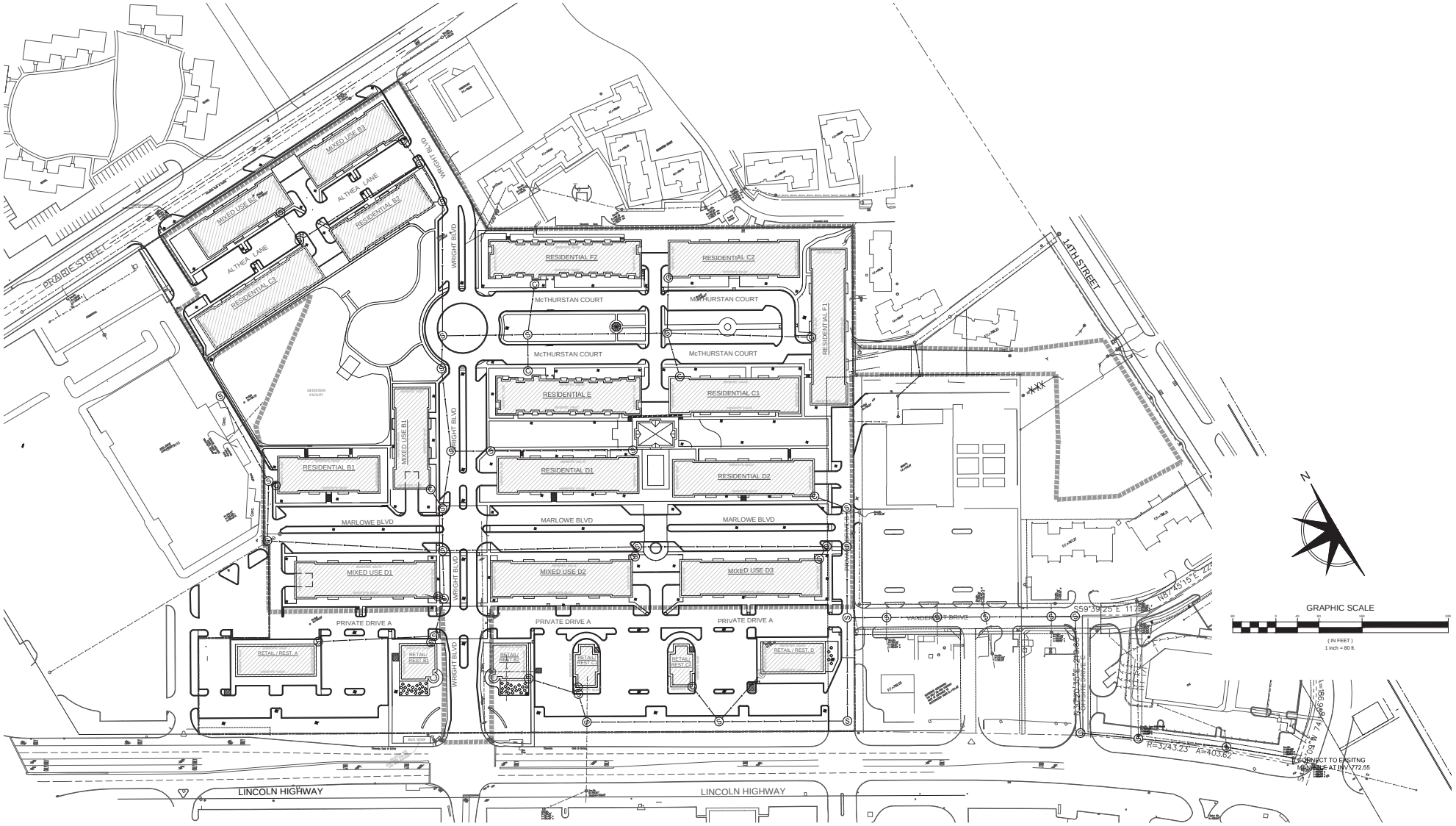
REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

OVERALL WATERMAIN EXHIBIT

PRAIRIE CENTRE

FILE NAME: UTILITY DESIGN	DSGN. BY: ESM	JOB NO:	FLD. BK:	SHEET NO.
DISC NUM:	DRN BY: TWA	DATE: 8-8-2018	SCALE: 1"=80'	EX1 of 3



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o: 630-300-0933 c: 630-624-0520

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

OVERALL SANITARY SEWER EXHIBIT

PRAIRIE CENTRE

FILE NAME: UTILITY DESIGN	DSGN. BY: ESM	JOB NO:	FLD. BK:	SHEET NO.
DISC NUM:	DRN BY: TWA	DATE: 8-8-2018	SCALE: 1"=80'	EX2 of 3

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: *4b
	Title:	Plan Commission recommendation to approve a Minor Subdivision Final Plat for 1812 Riverside Subdivision.
	Presenter:	Russell Colby

Meeting: Planning & Development Committee	Date: March 11, 2019	
Proposed Cost: N/A	Budgeted Amount: N/A	Not Budgeted: ☐

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

The subject property is an unsubdivided parcel located on the east side of S. Riverside Avenue (IL Route 25), between Moore Ave. and Division Street, across from Riverside Park. The property is currently improved with a single family house that will be torn down.

Bob Rasmussen, on behalf of owners Geneva Heights, LLC, proposes to subdivide the existing parcel into two lots. This subdivision qualifies as a "Minor Subdivision" under the Subdivision Code, and therefore no preliminary or final engineering plan is required to be submitted with the plat.

The Plan Commission reviewed the application on 3/5/18 and unanimously recommended approval.

Attachments (*please list*)**:**
Plan Commission Resolution, Staff Memo, Application, Plat

Recommendation/Suggested Action (*briefly explain*)**:**
Plan Commission recommendation to approve a Minor Subdivision Final Plat for 1812 Riverside Subdivision.

City of St. Charles, Illinois
Plan Commission Resolution No. 4-2019

A Resolution Recommending Approval of a Final Plat of Subdivision (Minor Subdivision) for 1812 Riverside Subdivision (Bob Rasmussen)

Passed by Plan Commission on March 5, 2019

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

WHEREAS, the Plan Commission has reviewed the Final Plat of Subdivision (Minor Subdivision) for 1812 Riverside Subdivision (Bob Rasmussen); 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 Title 17, Chapter 17.12-Residential Districts.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to the City Council approval of the Final Plat of Subdivision (Minor Subdivision) for 1812 Riverside Subdivision (Bob Rasmussen); contingent upon the resolution of all staff comments prior to City Council action.

Roll Call Vote:
Ayes: Wallace, Kessler, Becker, Funke, Holderfield, Purdy, Melton, Pretz, Vargulich
Nays: None
Absent: None
Motion carried: 9-0

PASSED, this 5th day of March 2019.

_____
Chairman
St. Charles Plan Commission

Community Development Division
Phone: (630) 377-4443

ST. CHARLES
SINCE 1834

STAFF REPORT

TO: Chairman Todd Wallace
And the Members of the Plan Commission

FROM: Russell Colby
Community Development Division Manager

RE: 1812 Riverside Subdivision

DATE: March 1, 2019

I. APPLICATION INFORMATION:

Project Name: 1812 Riverside Subdivision

Applicant: Bob Rasmussen / Geneva Heights, LLC

Purpose: Subdivided parcel into two lots

General Information:

Site Information	
Location	1812 S. 5th Ave./Rt. 25
Acres	0. 317 (13,795 sq. ft.)

Applications:	Final Plat of Subdivision (Minor Subdivision)
Applicable City Code Sections	Title 16, Subdivisions and Land Improvement
	Title 17, Chapter 17.12 - Residential Districts

Existing Conditions	
Land Use	Vacant (formerly Single Family Residential)
Zoning	RT-3 Traditional Single Family Residential

Zoning Summary		
North	RT-3 Traditional Single Family	Single Family Home
East	RT-3 Traditional Single Family	Single Family Home
South	RT-3 Traditional Single Family	Single Family Home
West	PL Public Lands	Park

Comprehensive Plan Designation
Single Family Detached Residential

Zoning Map

Aerial Photo

II. OVERVIEW

A. PROPERTY HISTORY

The subject property is an unsubdivided parcel located on the east side of S. Riverside Avenue (IL Route 25), between Moore Ave. and Division Street, across from Riverside Park. The property is currently improved with a single family house that will be torn down.

B. PROPOSAL

Bob Rasmussen, on behalf of owners Geneva Heights, LLC, proposes to subdivide the existing parcel into two lots. This subdivision qualifies as a "Minor Subdivision" under the Subdivision Code, and therefore no preliminary or final engineering plan is required to be submitted with the plat.

III. ANALYSIS

A. ZONING AND SUBDIVISION REVIEW

	RT-3 Zoning	**Proposal**
Minimum Lot Area	5,000 sq. ft.	6,897.84 sf
Minimum Lot Width	50 ft.	50 ft.
Minimum Front Yard	20 ft.	To follow RT-3 standard
Minimum Rear Yard	30 ft.	To follow RT-3 standard
Minimum Interior Side Yard	1.5 story or less: 5 ft. 2 story: 6 ft.	To follow RT-3 standard

B. TRAFFIC AND ACCESS

Access onto IL Rt. 25 is subject to the review and approval of the Illinois Department of Transportation. IDOT will be a signatory on the Final Plat of Subdivision.

Sidewalks do not existing along Rt. 25 in this area, but are required to be installed when a property is subdivided.

C. ENGINEERING REVIEW

No engineering plan is required for a Minor Subdivision. The property can be served by existing utilities located along Rt. 25. No stormwater detention is required.

D. FINAL PLAT OF SUBDIVISION

Staff has noted the following comments on the Subdivision Plat:

- IDOT will need to sign the plat. A signature block or access note could be added on the plat, or may be added by IDOT at the time of signature.
- The plat needs to include a calculation of all easement areas being granted.
- Subdivision monuments need to comply with City Code Standards in Section 16.06.040(C)(5). One single City benchmark will be required.

The Final Plat is under review by other City departments and there may be additional comments.

E. INCLUSIONARY HOUSING

This development is subject to the Inclusionary Housing Ordinance, Title 19 of the City Code. The project is subject to the 2019 fee-in-lieu amount of $39,665.75 per required affordable unit. (The existing house on the property is considered affordable based on assessed value; therefore the fee is required for both lots.)

% of Units Required as Affordable	5%
Total Number of New Units proposed	2
Number of Inclusionary Units Required	0.10
Total Fee-in-Lieu Amount for both lots	$3,966.57

The fee-in-lieu will be required to be paid at the time of building permit.

F. SCHOOL AND PARK FEE-IN-LIEU CONTRIBUTIONS

The applicant is required to provide the School and Park Districts with a cash contribution in lieu of physical land per the standards established Subdivision Code Chapter 16.10 "Dedications". The code allows for a credit for the existing dwelling (4 bedroom detached unit). The attached worksheets show the resulting payment due for two 3-bedroom detached units.

	School	Park
Existing Unit Credit (one 4-bedroom)	$12,208.31	$9,052.42
Fee due for new units (two 3-bedroom)	$14,046.50	$13,944.19
Net fee due	$1,838.19	$4,891.77

The fee-in-lieu amounts are required to be paid before the building permit is issued for the first house. These amounts are subject to change depending on changes to the bedroom counts at the time of permit.

IV. RECOMMENDATION

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

CITY OF ST. CHARLES

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

COMMUNITY & ECONOMIC DEV./PLANNING DIVISION PHONE: (630) 377-4443 FAX: (630) 377-4062

MINOR SUBDIVISION – FINAL PLAT APPLICATION

For City Use
Project Name: 1812 Riverside Ave. Subdivision
Project Number: 2019 -PR- 002
Application Number: 2019 -AP- 003

Received Date
St. Charles, IL
FEB 11 2019
CDD
Planning Division

Per City Code Section 16.04.04, a Minor Subdivision must meet the following criteria:
1) Compliance with subdivision design standards in the City Code; 2) No more than 4 lots; 3) No public utility extensions or new streets are required to serve the subdivision; 4) no stormwater detention is required to serve the subdivision; 5) all lots meet minimum zoning standards.

Complete 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: 1812 Riverside Ave	
	Parcel Number (s): 09-35-356-002	
	Proposed Subdivision Name: 1812 Riverside	
2. Applicant Information:	Name: Bob Rasmussen	Phone: 630-774-9101
	Address: 409 Illinois Ave #1-D St. Charles, IL 60174	Fax:
		Email: Bob@midwestcustomhomes.com
3. Record Owner Information:	Name: Geneva Heights, LLC	Phone: 630-774-9101
	Address: 409 Illinois Ave #1-D St. Charles, IL 60174	Fax:
		Email:

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 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

☐ **PROOF OF OWNERSHIP:**

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.

☒ **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.

☐ **COPIES OF THIRD PARTY PERMIT/APPROVALS**

- Kane County DOT and/or IDOT signature on Final Plat (if applicable)

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

Record Owner — Date: 2-9-19

Applicant or Authorized Agent — Date: 2-9-19

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

STATE OF ILLINOIS)
) SS.
KANE COUNTY)

I, Robert Rasmussen, being first duly sworn on oath depose and say that I am Manager of Geneva Heights 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.:

Robert Rasmussen	
Richard Dahl	

By: Robert Rasmussen, Manager

Subscribed and Sworn before me this 11th day of February, 2019.

Mary M. Moore
Notary Public

OFFICIAL SEAL
MARY M MOORE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/21/22

1812 RIVERSIDE SUBDIVISION

City of St. Charles, Kane County, Illinois

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 35 AFORESAID, 7.91 CHAINS (522.06 FEET) NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION TO THE EASTERLY LINE OF THE ST. CHARLES AND GENEVA ROAD, THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID ROAD 200 FEET FOR A POINT OF BEGINNING, THENCE NORTHERLY ALONG SAID EASTERLY LINE 100 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF PREMISES CONVEYED TO ANTON NOVAK BY WARRANTY DEED DATED MAY 26, 1923, AND RECORDED JUNE 5, 1923 IN BOOK 719, PAGE 252, AS DOCUMENT 222306, THENCE EAST ON NOVAK'S SOUTH LINE, WHICH IS DRAWN THROUGH THE CENTER OF A WELL AND PARALLEL WITH SOUTH LINE OF SECTION 35 AFORESAID, 150 FEET, THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID ROAD 100 FEET TO A LINE DRAWN EAST FROM THE POINT OF BEGINNING AND PARALLEL WITH THE SOUTH LINE OF SECTION 35, THENCE WEST ALONG LAST MENTIONED LINE 150 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

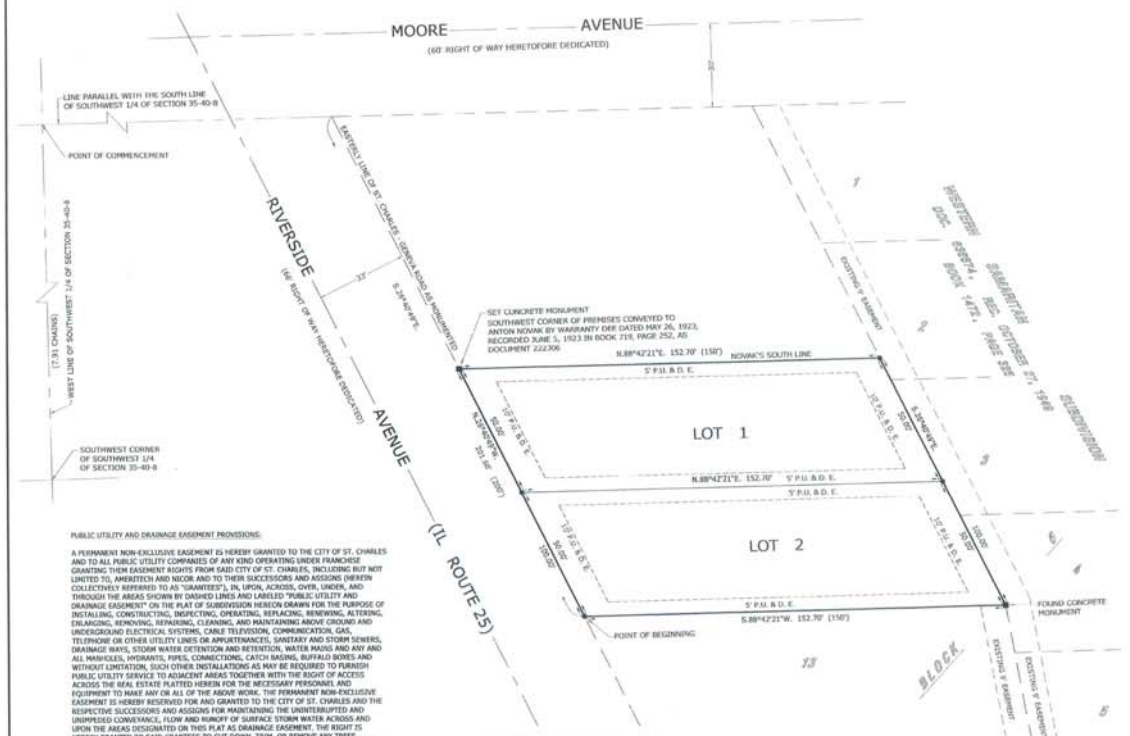
RECEIVED
St. Charles, IL
FEB 11 2019
CDD
Planning Division

PARCEL INDEX NUMBER
09-35-356-002

THIS PLAT WAS SUBMITTED TO THE COUNTY RECORDER FOR THE PURPOSES OF RECORDING BY:
(PRINT NAME)
(ADDRESS)
(CITY/TOWN) (STATE) (ZIP CODE)

SCALE : 1" = 20'
0' 10' 20' 40'

BEARINGS SHOWN HEREON ARE BASED ON ILLINOIS STATE PLANE, EAST ZONE, 83-11



PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS:

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF ST. CHARLES AND TO ALL PUBLIC UTILITY COMPANIES OF ANY KIND OPERATING UNDER FRANCHISE GRANTING THEM EASEMENT RIGHTS FROM SAID CITY OF ST. CHARLES, INCLUDING BUT NOT LIMITED TO, AMERITECH AND NICOR AND TO THEIR SUCCESSORS AND ASSIGNS (HEREIN COLLECTIVELY REFERRED TO AS "GRANTEES"), IN, UPON, ACROSS, OVER, UNDER, AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "PUBLIC UTILITY AND DRAINAGE EASEMENT" ON THE PLAT OF SUBDIVISION HEREON DRAWN FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RENEWING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING, AND MAINTAINING ABOVE GROUND AND UNDERGROUND ELECTRICAL SYSTEMS, CABLE TELEVISION, COMMUNICATION, GAS, TELEPHONE OR OTHER UTILITY LINES OR APPURTENANCES, SANITARY AND STORM SEWERS, DRAINAGE WAYS, STORM WATER DETENTION AND RETENTION, WATER MAINS AND ANY AND ALL MANHOLES, HYDRANTS, PIPES, CONNECTIONS, CATCH BASINS, BUFFALO BOXES AND WITHOUT LIMITATION, SUCH OTHER INSTALLATIONS AS MAY BE REQUIRED TO FURNISH PUBLIC UTILITY SERVICE TO ADJACENT AREAS TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE REAL ESTATE PLATTED HEREIN FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO MAKE ANY OR ALL OF THE ABOVE WORK. THE PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF ST. CHARLES AND THE RESPECTIVE SUCCESSORS AND ASSIGNS FOR MAINTAINING THE UNINTERRUPTED AND UNIMPEDED CONVEYANCE, FLOW AND RUNOFF OF SURFACE STORM WATER ACROSS AND UPON THE AREAS DESIGNATED ON THIS PLAT AS DRAINAGE EASEMENT. THE RIGHT IS HEREBY GRANTED TO SAID GRANTEES TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS THAT INTERFERE WITH THE DRAINAGE WAYS AND OPERATION OF OR ACCESS TO SAID UTILITY INSTALLATIONS, WITHOUT LIMITATION, IN, ON, UPON OR ACROSS, UNDER, OR THROUGH SAID EASEMENTS.

NO PERMANENT BUILDINGS, TREES, GARDENS, SHRUBS, OR BERMING SHALL BE PLACED ON OR IN SAID EASEMENTS, BUT THE EASEMENT AREAS MAY BE USED FOR PAVING, FENCES, SIDEWALKS, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE AFORESAID USES AND RIGHTS. WHERE AN EASEMENT IS USED FOR STORM OR SANITARY SEWERS, OTHER UTILITY INSTALLATIONS SHALL BE SUBJECT TO THE PRIOR APPROVAL OF SAID CITY OF ST. CHARLES SO AS NOT TO INTERFERE WITH THE GRAVITY FLOW IN SAID SEWER OR SEWERS. UTILITY INSTALLATIONS, OTHER THAN THOSE MANAGED BY THE CITY OF ST. CHARLES, SHALL BE SUBJECT TO THE APPROVAL OF THE CITY OF ST. CHARLES, AS TO DESIGN AND LOCATION, AND ALL OTHER INSTALLATIONS ARE SUBJECT TO THE ORDINANCES OF THE CITY OF ST. CHARLES.

FOLLOWING ANY WORK TO BE PERFORMED BY THE GRANTEES IN THE EXERCISE OF ITS EASEMENT RIGHTS GRANTED HEREIN, THE GRANTEES SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION INCLUDING, BUT NOT LIMITED TO, THE RESTORATION, REPAIR, OR REPLACEMENT OF ANY LANDSCAPING PROVIDED, HOWEVER, THE GRANTEES SHALL BE OBLIGATED FOLLOWING ANY SUCH WORK, TO BACKFILL AND MOUND SO AS TO RETAIN SUITABLE DRAINAGE, REMOVE DEBRIS, AND LEAVE THE AREA IN GENERALLY CLEAN AND WORKMANLIKE CONDITION.

EXISTING ZONING CLASSIFICATION
ZONE: RT-3 Traditional Single Family (+ 5,000 s.f.)

AREA TABLE (MORE OR LESS)
Lot 1 = 6,897.84 Square Feet Lot 2 = 6,897.84 Square Feet
TOTAL AREA OF SUBDIVISION
13,795.68 SQ. FT. OR 0.317 ACRES

All measurements are shown in feet and decimal parts thereof.

Dimensions enclosed with ( ) are record data. All other dimensions are measured or record equals measured.

LEGEND

- Subdivision Boundary Line
- Lot Line / Property Line
- Center Line
- Existing Lot Line
- Easement Line
- Concrete Monument
- Set 3/4" Iron Pipe
- P. U. & D. E. — Public Utility & Drainage Easement
- (150') — Recorded / Deed
- 152.70' — Measured

LOCATION MAP

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
] SS
COUNTY OF KANE)

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

ALSO, THIS IS TO CERTIFY THAT PROPERTY BEING, SUBDIVIDED AFORESAID, AND TO THE BEST OF THE OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF:

St. Charles Community Unit School District 303.

Redemption Holdings, LLC
616 Franklin Street
Geneva, IL 60134

BY: _____
(PRINT NAME) (TITLE)

_____
(SIGNATURE)

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____, 20____

NOTARY PUBLIC'S CERTIFICATE

STATE OF ILLINOIS)
] SS
COUNTY OF KANE)

I, _____, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR(HIS/HER/THEY) OWN FREE AND VOLUNTARY ACT(S) FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D. 20____

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
] SS
COUNTY OF KANE)

APPROVED, AND ACCEPTED THIS _____ DAY OF _____, A.D. 20____ CITY COUNCIL OF CITY OF ST. CHARLES, ILLINOIS

_____
MAYOR

Attest: _____
CITY CLERK

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
] SS
COUNTY OF KANE)

APPROVED THIS _____ DAY OF _____, A.D. 20____

CITY OF ST. CHARLES PLAN COMMISSION

_____
PLAN COMMISSION CHAIRMAN

DIRECTOR OF COMMUNITY DEVELOPMENT CERTIFICATE

STATE OF ILLINOIS)
] SS
COUNTY OF KANE)

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

_____
DIRECTOR OF COMMUNITY DEVELOPMENT

DATED AT ST. CHARLES, ILLINOIS, THIS _____ DAY OF _____, A.D. _____

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
] SS
COUNTY OF KANE)

I, _____, COUNTY CLERK OF KANE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY AT GENEVA, ILLINOIS, THIS _____ DAY OF _____, A.D. 20____

_____
KANE COUNTY CLERK

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
] SS
COUNTY OF KANE)

THIS IS TO CERTIFY THAT I, CHARLES S. MARSHALL, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 35 AFORESAID, 7.91 CHAINS (522.06 FEET) NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION TO THE EASTERLY LINE OF THE ST. CHARLES AND GENEVA ROAD, THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID ROAD 200 FEET FOR A POINT OF BEGINNING, THENCE NORTHERLY ALONG SAID EASTERLY LINE 100 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF PREMISES CONVEYED TO ANTON NOVAK BY WARRANTY DEED DATED MAY 26, 1923, AND RECORDED JUNE 5, 1923 IN BOOK 719, PAGE 252, AS DOCUMENT 222306, THENCE EAST ON NOVAK'S SOUTH LINE, WHICH IS DRAWN THROUGH THE CENTER OF WA WELL AND PARALLEL WITH SOUTH LINE OF SECTION 35 AFORESAID, 150 FEET, THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID ROAD 100 FEET TO A LINE DRAWN EAST FROM THE POINT OF BEGINNING AND PARALLEL WITH THE SOUTH LINE OF SECTION 35, THENCE WEST ALONG LAST MENTIONED LINE 150 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT AND ACCURATE REPRESENTATION OF SAID SURVEY AND PLAT. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT THE DESCRIBED PROPERTY LIES WITHIN ZONE X, AS DESIGNATED BY THE FLOOD INSURANCE RATE MAP FOR THE CITY OF ST. CHARLES, ILLINOIS COMMUNITY PANEL NUMBER 170330 0264 H, THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM MAP NUMBER 17089C0264H, WITH AN EFFECTIVE DATE OF AUGUST 3, 2009. ZONE X IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

I FURTHER CERTIFY THAT THE FOREGOING DESCRIBED TRACT IS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.

GIVEN UNDER MY HAND AND SEAL THIS ____TH DAY OF _____, A.D. 2018.

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003377

LICENSE EXPIRES NOVEMBER 30, 2020

DESIGN FIRM LICENSE NO. 184-000014

LICENSE EXPIRES APRIL 30, 2019

CHARLES S. MARSHALL
STATE OF ILLINOIS
NO. 035-003377
BATAVIA, ILLINOIS
PROFESSIONAL LAND SURVEYOR

PRELIMINARY

SUBMITTED BY AND RETURN TO:
City of St. Charles
2 E. Main Street
St. Charles, IL 60174

ASM JOB No. 174079PUD

SHEET 1 OF 1

PREPARED BY:
ASM Consultants, Inc.
16 E Wilson St, Batavia IL 60510
Tel (630) 879-0200 Fax (630) 454-3774
advanced@adv3.com
Professional Design Firm #184-006014 expires 4/30/2019

PREPARED FOR:
County Engineers Inc.
09406 Dooley Drive
Geneva, IL 60134

NO.	DATE	REVISION
1	12/20/2018	MISCELLANEOUS REVISION PER CITY'S COMMENTS

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ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: *4c
	Title:	Recommendation to approve an amendment to the First Street Building #3 Balcony License Agreement with First Street Development II, LLC (addition of roof structure over balcony).
	Presenter:	Russell Colby

Meeting: Planning & Development Committee	Date: March 11, 2019	
Proposed Cost: N/A	Budgeted Amount: N/A	Not Budgeted: ☐

In November 2018, the City Council approved a license agreement for the balconies located on First Street Building #3 (Sterling Building), which extend over the City-owned Riverwalk (Resolution 2018-138).

Recently, the City Council approved a Minor Change to PUD to permit the installation of a roof structure over the 5th floor inside corner balcony (Ord. 2019-Z-4).

The attached draft agreement would add the roof structure to the list of "balcony projections" covered by the license agreement. The roof structure would be subject to the same terms applicable to the other balcony structures.

Attachments (*please list*)**:**
Proposed First Amendment to License Agreement; Current License Agreement

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

Recommendation to approve an amendment to the First Street Building #3 Balcony License Agreement with First Street Development II, LLC (addition of roof structure over balcony).

After Recording Return to:

City of St. Charles

2 E. Main St.

St. Charles, IL 60174

Prepared By:

City of St. Charles

2 E. Main St.

St. Charles, IL 60174

FIRST AMENDMENT TO LICENSE AGREEMENT

This FIRST AMENDMENT TO LICENSE AGREEMENT (hereinafter the "First Amendment") is made and entered into as of this _____ day of 2019, by and between the City of St. Charles, an Illinois municipal Corporation, Kane and DuPage Counties, Illinois (hereinafter "City"), and First Street Development II, LLC, an Illinois limited liability company (hereinafter "Licensee"); the City and Licensee are sometimes hereinafter collectively referred to as the Parties ("Parties") or individually as the Party ("Party");

WITNESSETH:

WHEREAS, the City and Licensee are parties to that certain License Agreement, dated December 6, 2018, and recorded as Document No. 2018K060865 (the “Agreement”); and

WHEREAS, Licensee proposes to add an additional balcony projection for a balcony roof structure over an existing fifth floor balcony, pursuant to the City approved plans for and as illustrated on Exhibit "C", attached hereto.

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. Capitalized terms used, but no defined herein, shall have the same meaning as ascribed to such terms in the Agreement. To extent any of the terms and conditions set forth in this First Amendment shall conflict with any terms and conditions of the agreement, the terms and conditions set forth in this First

Amendment shall at all times supersede, govern and control. In all other respects, this First Amendment shall supplement the terms and conditions of the agreement.

3. Exhibit “C” of the Agreement is hereby deleted and replaced with Exhibit “C”, attached hereto and made a part hereof.

4. Except as supplemented, amended or modified herein by this First Amendment, the Agreement is hereby ratified to be in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Dated this _____ day of _____, 2018.

FIRST STREET DEVELOPMENT II, LLC
An Illinois limited liability company

By: _____

Subscribed and Sworn to me before this _____ day of_____, 2018.

_____

NOTARY PUBLIC

CITY OF ST. CHARLES, a Municipal Corporation, Kane and DuPage Counties, Illinois

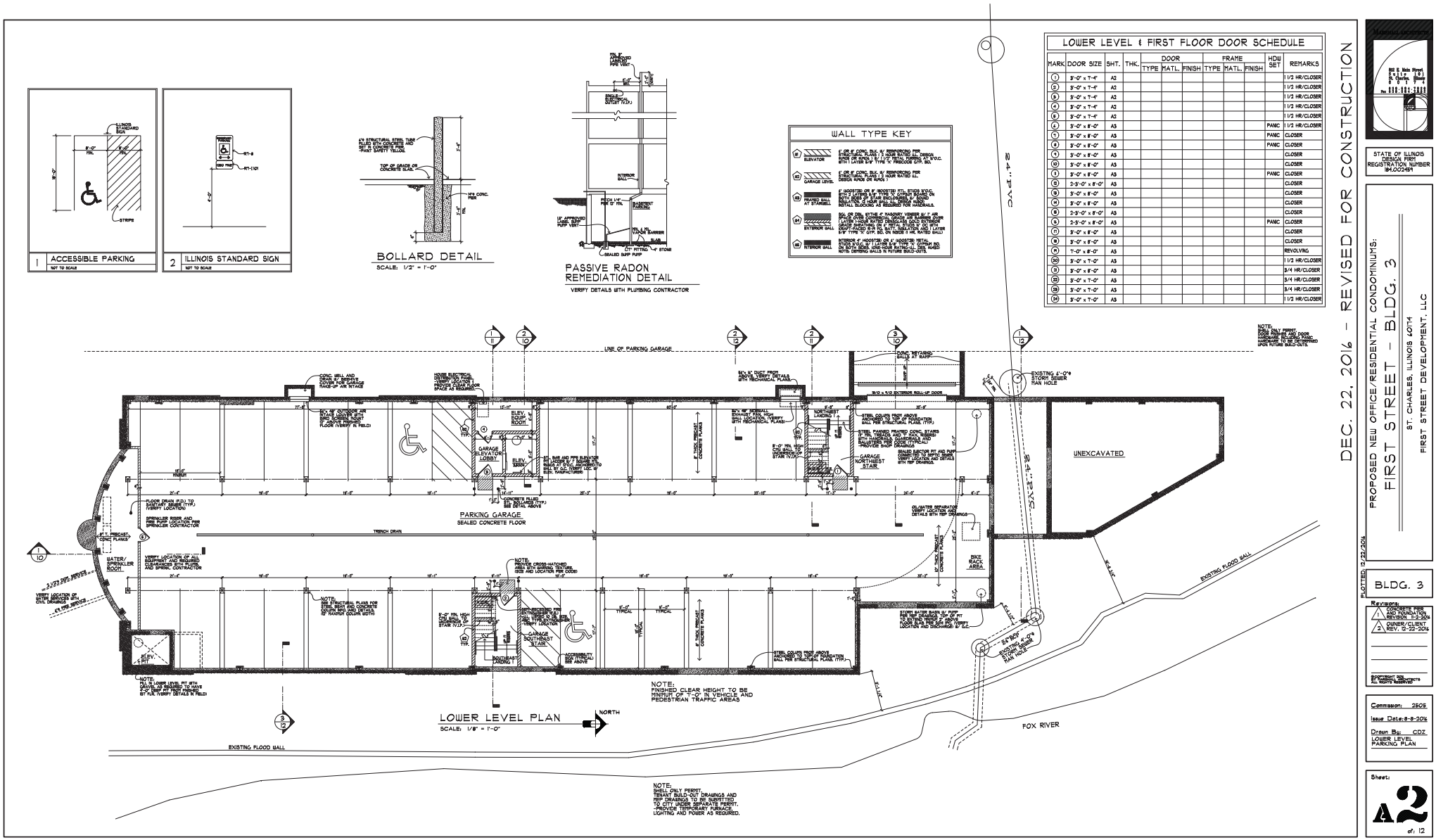
By: _____
Mayor

ATTEST:

_____

City Clerk

Exhibit C



MARK	DOOR SIZE	SHT.	THK.	DOOR TYPE	DOOR MATL.	DOOR FINISH	FRAME TYPE	FRAME MATL.	FRAME FINISH	HDW SET	REMARKS
1	3'-0" x 7'-4"	A2									1 1/2 HR/CLOSER
2	3'-0" x 7'-4"	A2									1 1/2 HR/CLOSER
3	3'-0" x 7'-4"	A2									1 1/2 HR/CLOSER
4	3'-0" x 7'-4"	A2									1 1/2 HR/CLOSER
5	3'-0" x 7'-4"	A2									1 1/2 HR/CLOSER
6	3'-0" x 8'-0"	A3								PAMC	1 1/2 HR/CLOSER
7	3'-0" x 8'-0"	A3								PAMC	CLOSER
8	3'-0" x 8'-0"	A3								PAMC	CLOSER
9	3'-0" x 8'-0"	A3									CLOSER
10	3'-0" x 8'-0"	A3									CLOSER
11	3'-0" x 8'-0"	A3								PAMC	CLOSER
12	2-3'-0" x 8'-0"	A3									CLOSER
13	3'-0" x 8'-0"	A3									CLOSER
14	3'-0" x 8'-0"	A3									CLOSER
15	2-3'-0" x 8'-0"	A3									CLOSER
16	2-3'-0" x 8'-0"	A3								PAMC	CLOSER
17	3'-0" x 8'-0"	A3									CLOSER
18	3'-0" x 8'-0"	A3									CLOSER
19	7'-0" x 8'-0"	A3									REVOLVING
20	3'-0" x 7'-0"	A3									1 1/2 HR/CLOSER
21	3'-0" x 8'-0"	A3									3/4 HR/CLOSER
22	3'-0" x 7'-0"	A3									3/4 HR/CLOSER
23	3'-0" x 7'-0"	A3									3/4 HR/CLOSER
24	3'-0" x 7'-0"	A3									1 1/2 HR/CLOSER

DEC. 22, 2016 - REVISED FOR CONSTRUCTION

PROPOSED NEW OFFICE/RESIDENTIAL CONDOMINIUMS:
FIRST STREET - BLDG. 3
ST. CHARLES, ILLINOIS 60174
FIRST STREET DEVELOPMENT, LLC

PLOTTED: 12/22/2016

BLDG. 3

Revisions:
1 CONCRETE PIER AND FOUNDATION REVISION 11-2-2016
2 OWNER/CLIENT REV. 12-22-2016

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Commission: 2505
Issue Date: 8-8-2016
Drawn By: CDZ
LOWER LEVEL PARKING PLAN

Sheet: A2 of: 12

STATE OF ILLINOIS DESIGN FIRM REGISTRATION NUMBER 184.002459

Identified locations of
Balcony Projections

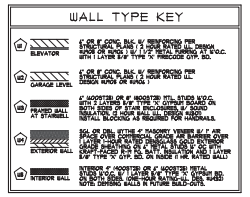
2015 INTERNATIONAL ENERGY CONSERVATION CODE:

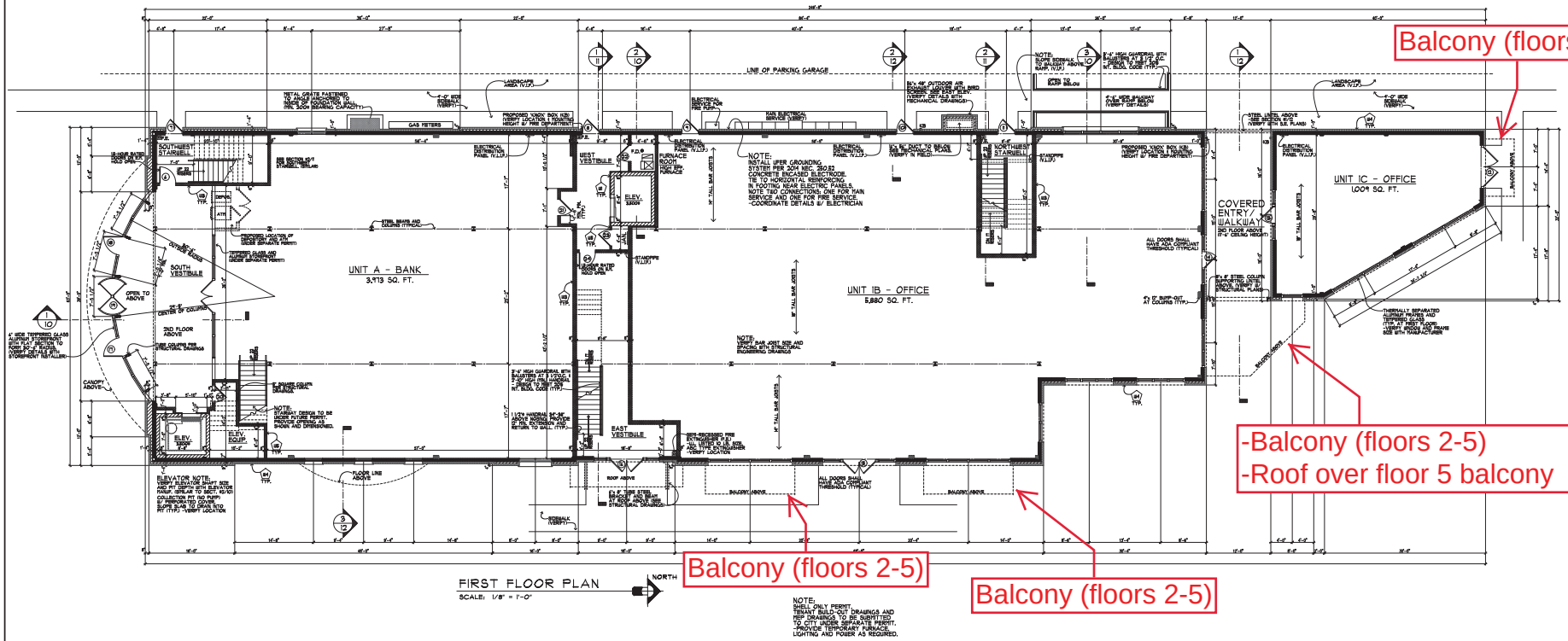
1. THE THERMAL ENVELOPE OF THE NEW BUILD-OUT SHALL FOLLOW THE PRESCRIPTIVE METHOD PER 2015 IECC. THE BUILDING SHALL COMPLY WITH THE REQUIREMENTS OF THE ENERGY PERFORMANCE CALCULATIONS AND SPECIFICATION SHEETS FOR ALTERNATIVE INSULATION OPTIONS, WHICH ARE GENERATED BY APPROVED SOFTWARE (RESCHECK, ENERGYGAUGE, ETC.). THEN PERFORMANCE SPECIFICATIONS.
   - R-10 MINIMUM INSULATION UNDER NEW SLAB AT EXTERIOR WALLS
   - R-15 MINIMUM INSULATION AT EXTERIOR FRAMED WALLS
   - R-28 CONTINUOUS INSULATION ABOVE ROOF DECK
2. ACCESS DOORS FROM CONDITIONED SPACES TO UNCONDITIONED SPACES (ATTIC ACCESS) SHALL BE WEATHERSTRIPPED AND INSULATED TO A LEVEL EQUIVALENT TO THE INSULATION ON THE SURROUNDING SURFACES. ACCESS DOORS SHALL BE PROVIDED TO ALL EQUIPMENT THAT PREVENTS DARLOADING OR COMPROMISE THE INSULATION.
3. NEW GLAZED FENESTRATION (U-FACTOR) PER 2012 IECC (IF APPLICABLE)
   - FIXED: 0.38 MAX.
   - OPERABLE: 0.38 MAX.
   - ENTRANCE DOORS: 0.71 MAX.
4. VERIFY AND MEET ALL THERMAL AIR LEAKAGE REQUIREMENTS PER CODE. THE BUILDING THERMAL ENVELOPE SHALL BE DURABLY SEALED TO LIMIT INFILTRATION. THE SEAMING METHODS BETWEEN DISSIMILAR MATERIALS SHALL ALLOW FOR DIFFERENTIAL EXPANSION AND CONTRACTION. ALL PENETRATIONS SHALL BE SEALED. EXPANSION AND CONSTRUCTION JOINTS SHALL BE SEALED, GASKETED OR TAPED. SUITABLE FILM OR SOLID MATERIAL.
5. PROVIDE PROGRAMMABLE THERMOSTATS AS REQUIRED
6. SUPPLY DUCTS IN ATTICS SHALL BE INSULATED TO A MINIMUM R-8. ALL OTHER DUCTS SHALL BE INSULATED TO A MINIMUM OF R-6. EXCEPTION: DUCTS OR PORTIONS THEREOF LOCATED COMPLETELY INSIDE THE BUILDING THERMAL ENVELOPE.
7. A MINIMUM OF 75 PERCENT OF THE LAMPS IN PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL BE HIGH-EFFICACY LAMPS
8. A PERMANENT ENERGY CERTIFICATE SHALL BE POSTED ON OR IN THE ELECTRICAL DISTRIBUTION PANEL BY THE BUILDER
9. RECESSED LUMINAIRES INSTALLED IN THE BUILDING THERMAL ENVELOPE SHALL BE SEALED TO JOINT AIR LEAKAGE BETWEEN CONDITIONED AND UNCONDITIONED SPACES. ALL RECESSED LUMINAIRES SHALL BE APPROVED BY AN APPROVED TESTING AGENCY AS HAVING AN AIR LEAKAGE RATE NOT EXCEEDING 2.0 CFM AT 75 PA WHEN TESTED ACCORDING TO ASTM E283. ALL RECESSED LUMINAIRES SHALL BE SEALED WITH A GASKET OR CAULK BETWEEN THE HOUSING AND THE INTERIOR SKIN OF CEILING COVERING.

FIRST FLOOR SQUARE FOOTAGE	
GROSS SQUARE FOOTAGE:	±13,092 S.F.
UNIT A - BANK:	±3,913 S.F.
UNIT IB - OFFICE:	±5,880 S.F.
UNIT IC - OFFICE:	±1,009 S.F.
NORTHWEST VESTIBULE:	±244 S.F.
WEST VESTIBULE:	±340 S.F.
EAST VESTIBULE:	±411 S.F.
SOUTH VESTIBULE:	±1,176 S.F.

NOTE:
SQUARE FOOTAGE IS CALCULATED FROM OUTSIDE OF EXTERIOR WALLS AND CENTER OF DEMISING WALLS.

WALL TYPE KEY





FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

Balcony (floors 2-5)

-Balcony (floors 2-5)
-Roof over floor 5 balcony

Balcony (floors 2-5)

Balcony (floors 2-5)

DEC. 22, 2016 REVISED FOR CONSTRUCTION

PROPOSED NEW OFFICE/RESIDENTIAL CONDOMINIUMS:
FIRST STREET - BLDG. 3
ST. CHARLES, ILLINOIS 60174
FIRST STREET DEVELOPMENT, LLC

PLOTTED: 12/22/2016

BLDG. 3

Revisions:
2 OWNER/CLIENT REV 12-22-16

DEPARTMENT FOR BY ARCHITECTS
ALL RIGHTS RESERVED

Commission: 2505
Issue Date: 8-8-2016
Drawn By: CDZ
FIRST FLOOR PLAN

Sheet:
A3
of: 12

STATE OF ILLINOIS
DESIGN FIRM
REGISTRATION NUMBER
184.002691

THIRD FLOOR SQUARE FOOTAGE

GROSS SQUARE FOOTAGE:	±12,542 S.F.
UNIT A - BANK:	±5,148 S.F.
UNIT 2B - CONDO:	±2,015 S.F.
UNIT 3C - CONDO:	±2,128 S.F.
UNIT 3D - CONDO:	±2,911 S.F.
NORTHWEST STAIR:	±211 S.F.
ELEVATOR CORRIDOR:	±818 S.F.
SOUTHEAST STAIR:	±220 S.F.

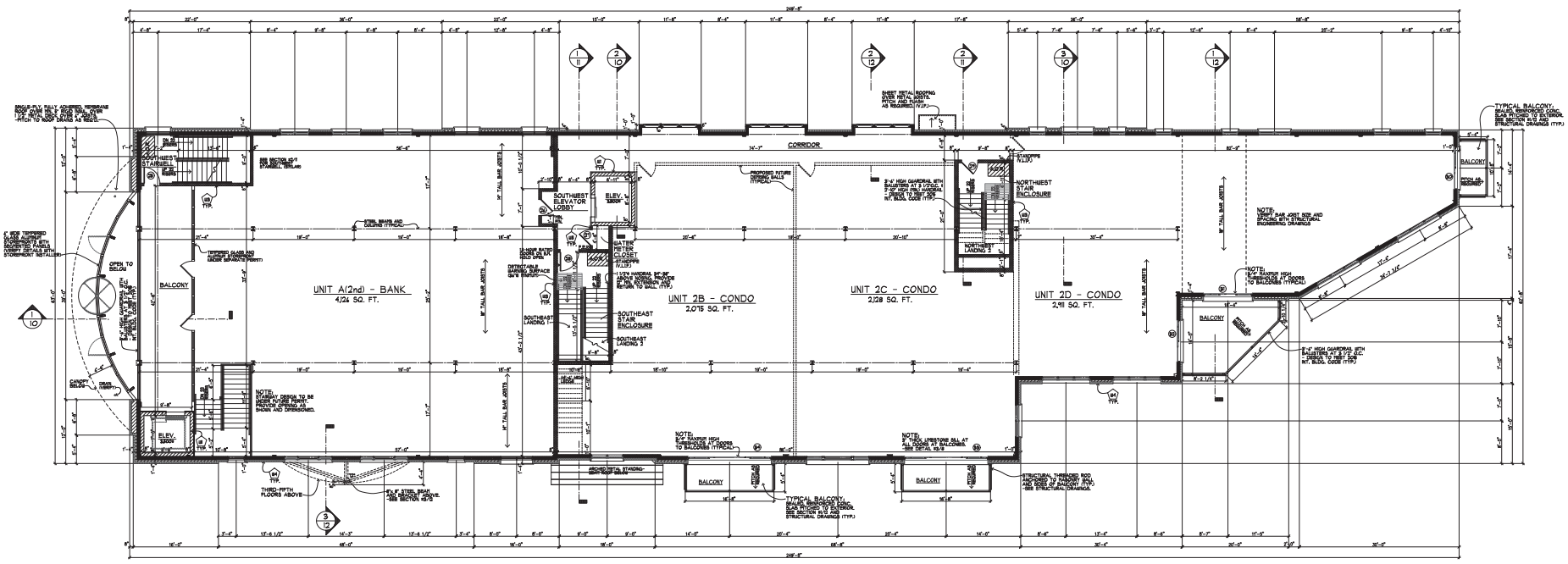
NOTE:
SQUARE FOOTAGE IS CALCULATED FROM OUTSIDE OF EXTERIOR WALLS AND CENTER OF DEMISING WALLS.

SECOND & THIRD FLOOR DOOR SCHEDULE

MARK	DOOR SIZE	SHT.	THK.	DOOR TYPE	DOOR MATL.	DOOR FINISH	FRAME TYPE	FRAME MATL.	FRAME FINISH	HDW SET	REMARKS
20	3'-0" x 8'-0"	A4								PAMC	1 1/2 HR/CLOSER
26	3'-0" x 8'-0"	A4									3/4 HR/CLOSER
27	3'-0" x 7'-0"	A4									3/4 HR/CLOSER
28	3'-0" x 7'-0"	A4								PAMC	1 1/2 HR/CLOSER
29	3'-0" x 7'-0"	A4								PAMC	1 1/2 HR/CLOSER
30	8'-0" x 8'-0"	A4									SLIDING PATIO
31	9'-0" x 8'-0"	A4									SLIDING PATIO
32	8'-0" x 8'-0"	A4									SLIDING PATIO
33	14'-0" x 8'-0"	A4									SLIDING PATIO
34	14'-0" x 8'-0"	A4									SLIDING PATIO
35	3'-0" x 8'-0"	A5								PAMC	1 1/2 HR/CLOSER
36	3'-0" x 8'-0"	A5									3/4 HR/CLOSER
37	3'-0" x 7'-0"	A5									3/4 HR/CLOSER
38	3'-0" x 7'-0"	A5								PAMC	1 1/2 HR/CLOSER
39	3'-0" x 7'-0"	A5								PAMC	1 1/2 HR/CLOSER
40	8'-0" x 8'-0"	A5									SLIDING PATIO
41	9'-0" x 8'-0"	A5									SLIDING PATIO
42	8'-0" x 8'-0"	A5									SLIDING PATIO
43	14'-0" x 8'-0"	A5									SLIDING PATIO
44	14'-0" x 8'-0"	A5									SLIDING PATIO
45	3'-0" x 8'-0"	A5									CLOSER
46	3'-0" x 8'-0"	A5									CLOSER

WALL TYPE KEY

6	ELEVATOR	6" CMU @ CONC. SLAB W/ REINFORCING PER STRUCTURAL PLANS / 2 HOUR RATED ALL DESIGN BLOCK OR WALLS 3 HR / 1 1/2" METAL FURRING AT W.P.C. WITH 1 LAYER 5/8" TYPE 'X' FIRECODE CITY, BD.
6	GARAGE LEVEL	6" CMU @ CONC. SLAB W/ REINFORCING PER STRUCTURAL PLANS / 2 HOUR RATED ALL DESIGN BLOCK OR WALLS 1
6B	FEATHERED BALL AT STAIRWELL	6" HOOPSTEEL @16" @ HOOPSTEEL RTL. STUDS W/O.C. WITH 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD ON EACH SIDE / 2 HOUR RATED WALL @ SOUND BOARD, ROOF & 2" LAYER RIGID INSULATION @ SOUND BOARD, ROOF & 2" LAYER RIGID INSULATION @ SOUND BOARD, ROOF & 2" LAYER RIGID INSULATION @ SOUND INSTALL BLOCKING AS REQUIRED FOR HANDRAILS
6B	EXTERIOR BALL	50% OR CBU, 8"THK @ MASONRY VENEER W/ 1" AIR SPACE & CBU SHEATHING ON 6" METAL STUDS @ 16" O.C. WITH 2 LAYER 5/8" TYPE 'X' GYPSUM BOARD ON INTERIOR / LAYER 2"+ROOF RATED CRESSCLAD GOLD EXTERIOR GRADE SHEATHING ON 6" METAL STUDS @ 16" O.C. WITH KRAFT-FACED R-19 SQ. BATT INSULATION AND 1 LAYER 5/8" TYPE 'X' GYP. BD. ON INSIDE 1 HR. RATED WALL
6B	INTERIOR BALL	INTERIOR 6" HOOPSTEEL @16" @ HOOPSTEEL RTL. STUDS W/O.C. W/ 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON BOTH SIDES. ONE-HOUR RATING-UL DES. #U420 NOTE: DEFEND BALLS IN FUTURE BUILD-OUTS.



SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

NORTH

NOTE:
SHELL-ONLY PERMIT.
TENANT BUILD-OUT DRAWINGS AND TRIP DRAWINGS TO BE SUBMITTED TO CITY UNDER SEPARATE PERMIT.
-PROVIDE TEMPORARY FURNACE, LIGHTING AND POWER AS REQUIRED.

DEC. 22, 2016 - REVISED FOR CONSTRUCTION

PROPOSED NEW OFFICE/RESIDENTIAL CONDOMINIUMS:
FIRST STREET - BLDG. 3
ST. CHARLES, ILLINOIS 60174
FIRST STREET DEVELOPMENT, LLC

PLOTTED: 12/22/2016

BLDG. 3

Revisions:
2 OWNER/CLIENT REV 12-22-2016

DEPARTMENT FOR ARCHITECTS ALL RIGHTS RESERVED

Commission: 2505
Issue Date: 8-8-2016
Drawn By: CDZ
SECOND FLOOR PLAN

Sheet:
A4
of: 12

302 E. Main Street
Suite 100
St. Charles, Illinois
60174
Phone 630-443-7755

STATE OF ILLINOIS
DESIGN FIRM
REGISTRATION NUMBER
184.002459

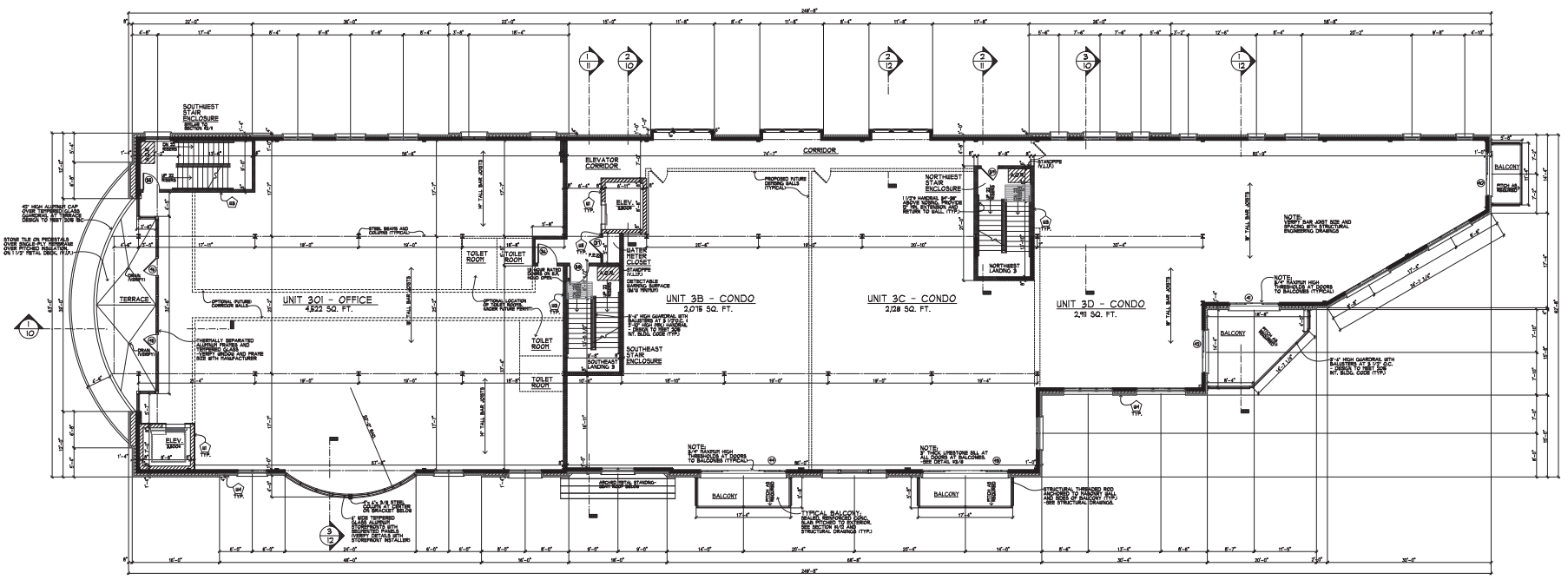
THIRD FLOOR SQUARE FOOTAGE

GROSS SQUARE FOOTAGE:	±13,576 S.F.
UNIT 301 - OFFICE:	±4,822 S.F.
UNIT 301 - TERRACE:	±231 S.F.
UNIT 3B - CONDO:	±2,015 S.F.
UNIT 3C - CONDO:	±2,128 S.F.
UNIT 3D - CONDO:	±2,911 S.F.
NORTHWEST STAIR:	±211 S.F.
ELEVATOR CORRIDOR:	±840 S.F.
SOUTHEAST STAIR:	±207 S.F.
SOUTHWEST STAIR & SOUTH ELEVATOR:	±351 S.F.

NOTE:
SQUARE FOOTAGE IS CALCULATED FROM OUTSIDE OF EXTERIOR WALLS AND CENTER OF DEMISING WALLS.

WALL TYPE KEY

- ELEVATOR — 6" OR 8" CONC. BLK. W/ REINFORCING PER STRUCTURAL PLANS / 1 HOUR RATED ALL DESIGN RUNS OR RUNS 1 W/ 1 1/2" METAL FURRING AT W.O.C. WITH 1 LAYER 5/8" TYPE 'X' FIRECODE GYP. BD.
- GARAGE LEVEL — 6" OR 8" CONC. BLK. W/ REINFORCING PER STRUCTURAL PLANS / 2 HOUR RATED U.L. DESIGN RUNS OR RUNS 1
- FRAMED WALL AT STAIRWELL — 6" MOISTURE RPF W/ MOISTURE RTL STUDS 16"O.C. WITH 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD ON INSIDE FACE OF STUDS EXTENDING FROM FLOOR TO UNDERSIDE OF ROOF SHEATHING. 2" SOUND ATTENUATION BLANKET INSULATION IN CAVITY. INSTALL BLOCKING AS REQUIRED FOR HANDRAILS.
- EXTERIOR WALL — 8OZ. OR 20GL. BITUM. 6" MASONRY VENEER W/ 1" AIR SPACE FROM EXTERIOR SHEATHING. W/ SLIMLINE MORTAR JOINTS / STEEL STUDS W/ EXTERIOR GYPSUM SHEATHING ON 6" METAL STUDS @ 16" O/C WITH CRAFT-FACED R-19 NO. BATT. INSULATION AND 1 LAYER 5/8" TYPE 'X' GYP. BD. ON INSIDE 1 HR. RATED WALL
- INTERIOR WALL — INTERIOR 6" MOISTURE RPF W/ MOISTURE RTL STUDS 16"O.C. W/ 1 LAYER 5/8" TYPE 'X' GYPSUM BD. ON BOTH SIDES. (ONE-HOUR RATING-U.L. DES. #U420) NOTE: DEFINING WALLS IN FUTURE BUILD-OUTS.



THIRD FLOOR PLAN

SCALE: 1/8" = 1'-0"

NORTH

NOTE:
SHELL-ONLY PERMIT.
TENANT BUILD-OUT DRAWINGS AND TRADE DRAWINGS TO BE SUBMITTED TO CITY UNDER SEPARATE PERMIT.
-PROVIDE TEMPORARY FURNACE, LIGHTING AND POWER AS REQUIRED.

DEC. 22, 2016 - REVISED FOR CONSTRUCTION

302 E. Main Street
Suite 100
St. Charles, Illinois
60174
Fax 630-443-7710

STATE OF ILLINOIS
DESIGN FIRM
REGISTRATION NUMBER
184.002491

PROPOSED NEW OFFICE/RESIDENTIAL CONDOMINIUMS:
FIRST STREET - BLDG. 3
ST. CHARLES, ILLINOIS 60174
FIRST STREET DEVELOPMENT, LLC

PLOTTED: 12/22/2016

BLDG. 3

Revisions:
2 OWNER/CLIENT REV 2-22-2016

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Commission: 2505
Issue Date: 8-8-2016
Drawn By: CDZ
THIRD FLOOR PLAN

Sheet:
A5
of: 12

FOURTH FLOOR SQUARE FOOTAGE

GROSS SQUARE FOOTAGE:	±13,576 S.F.
UNIT 401 - OFFICE:	±4,822 S.F.
UNIT 401 - TERRACE:	±331 S.F.
UNIT 4B - CONDO:	±2,075 S.F.
UNIT 4C - CONDO:	±2,128 S.F.
UNIT 4D - CONDO:	±2,911 S.F.
NORTHWEST STAIR:	±211 S.F.
ELEVATOR CORRIDOR:	±840 S.F.
SOUTHEAST STAIR:	±207 S.F.
SOUTHWEST STAIR & SOUTH ELEVATOR:	±351 S.F.

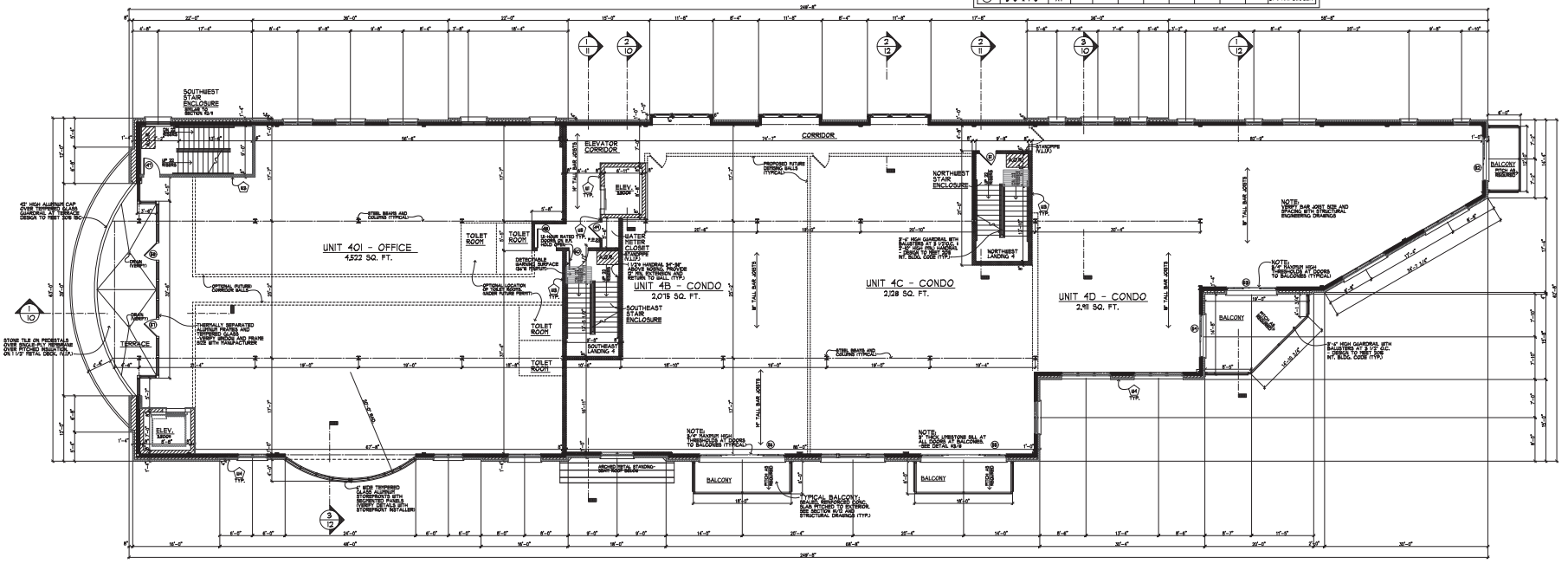
NOTE:
SQUARE FOOTAGE IS CALCULATED FROM OUTSIDE OF EXTERIOR WALLS AND CENTER OF DEMISING WALLS.

FOURTH & FIFTH FLOOR DOOR SCHEDULE

MARK	DOOR SIZE	SHT.	THK.	DOOR TYPE	DOOR MATL.	DOOR FINISH	FRAME TYPE	FRAME MATL.	FRAME FINISH	HDW SET	REMARKS
(47)	3'-0" x 8'-0"	A6								PAMC	1 1/2 HR/CLOSER
(48)	3'-0" x 8'-0"	A6									3/4 HR/CLOSER
(49)	3'-0" x 7'-0"	A6									3/4 HR/CLOSER
(50)	3'-0" x 7'-0"	A6								PAMC	1 1/2 HR/CLOSER
(51)	3'-0" x 7'-0"	A6								PAMC	1 1/2 HR/CLOSER
(52)	8'-0" x 8'-0"	A6									SLIDING PATIO
(53)	9'-0" x 8'-0"	A6									SLIDING PATIO
(54)	8'-0" x 8'-0"	A6									SLIDING PATIO
(55)	10'-0" x 8'-0"	A6									SLIDING PATIO
(56)	10'-0" x 8'-0"	A6									SLIDING PATIO
(57)	3'-0" x 8'-0"	A6									CLOSER
(58)	3'-0" x 8'-0"	A6									CLOSER
(59)	3'-0" x 7'-0"	A1									3/4 HR/CLOSER
(60)	3'-0" x 7'-0"	A1								PAMC	1 1/2 HR/CLOSER
(61)	3'-0" x 7'-0"	A1								PAMC	1 1/2 HR/CLOSER
(62)	8'-0" x 8'-0"	A1									SLIDING PATIO
(63)	9'-0" x 8'-0"	A1									SLIDING PATIO
(64)	8'-0" x 8'-0"	A1									SLIDING PATIO
(65)	10'-0" x 8'-0"	A1									SLIDING PATIO
(66)	10'-0" x 8'-0"	A1									SLIDING PATIO
(67)	3'-0" x 6'-0"	A1 (ROOF)									3/4 HR/CLOSER
(68)	3'-0" x 8'-0"	A1									CLOSER
(69)	3'-0" x 8'-0"	A1									CLOSER
(70)	3'-0" x 7'-0"	A1								PAMC	1 1/2 HR/CLOSER
(1)	3'-0" x 7'-0"	A1									3/4 HR/CLOSER

WALL TYPE KEY

- ELEVATOR — 6" STEEL STUDS @ 16" O.C. W/ 5/8" GYP. BD. EACH SIDE
- GARAGE LEVEL — 6" CMU W/ 5/8" GYP. BD. ON INTERIOR SIDE
- FIRE RATED WALL AT STAIRWELL — 6" CMU W/ 5/8" GYP. BD. ON INTERIOR SIDE
- EXTERIOR WALL — 5/8" GYP. BD. ON INTERIOR SIDE OF 2"x6" STUDS @ 16" O.C. W/ R-19 BATT INSULATION, 1/2" EXTERIOR SHEATHING, BUILDING PAPER & 4" BRICK VENEER
- INTERIOR WALL — 5/8" GYP. BD. EACH SIDE OF 2"x4" STUDS @ 16" O.C. W/ R-13 BATT INSULATION



FOURTH FLOOR PLAN
SCALE: 1/8" = 1'-0"

NORTH

NOTE:
SHELL-ONLY PERMIT.
TENANT BUILD-OUT DRAWINGS AND TRIP DRAWINGS TO BE SUBMITTED TO CITY UNDER SEPARATE PERMIT.
-PROVIDE TEMPORARY FURNACE, LIGHTING AND POWER AS REQUIRED.

DEC. 22, 2016 - REVISED FOR CONSTRUCTION

302 E. Main Street
Suite 100
St. Charles, Illinois
60174
Fax 630-443-7700

STATE OF ILLINOIS
DESIGN FIRM
REGISTRATION NUMBER
184.002459

PROPOSED NEW OFFICE/RESIDENTIAL CONDOMINIUMS:
FIRST STREET - BLDG. 3
ST. CHARLES, ILLINOIS 60174
FIRST STREET DEVELOPMENT, LLC

PLOTTED: 12/22/2016

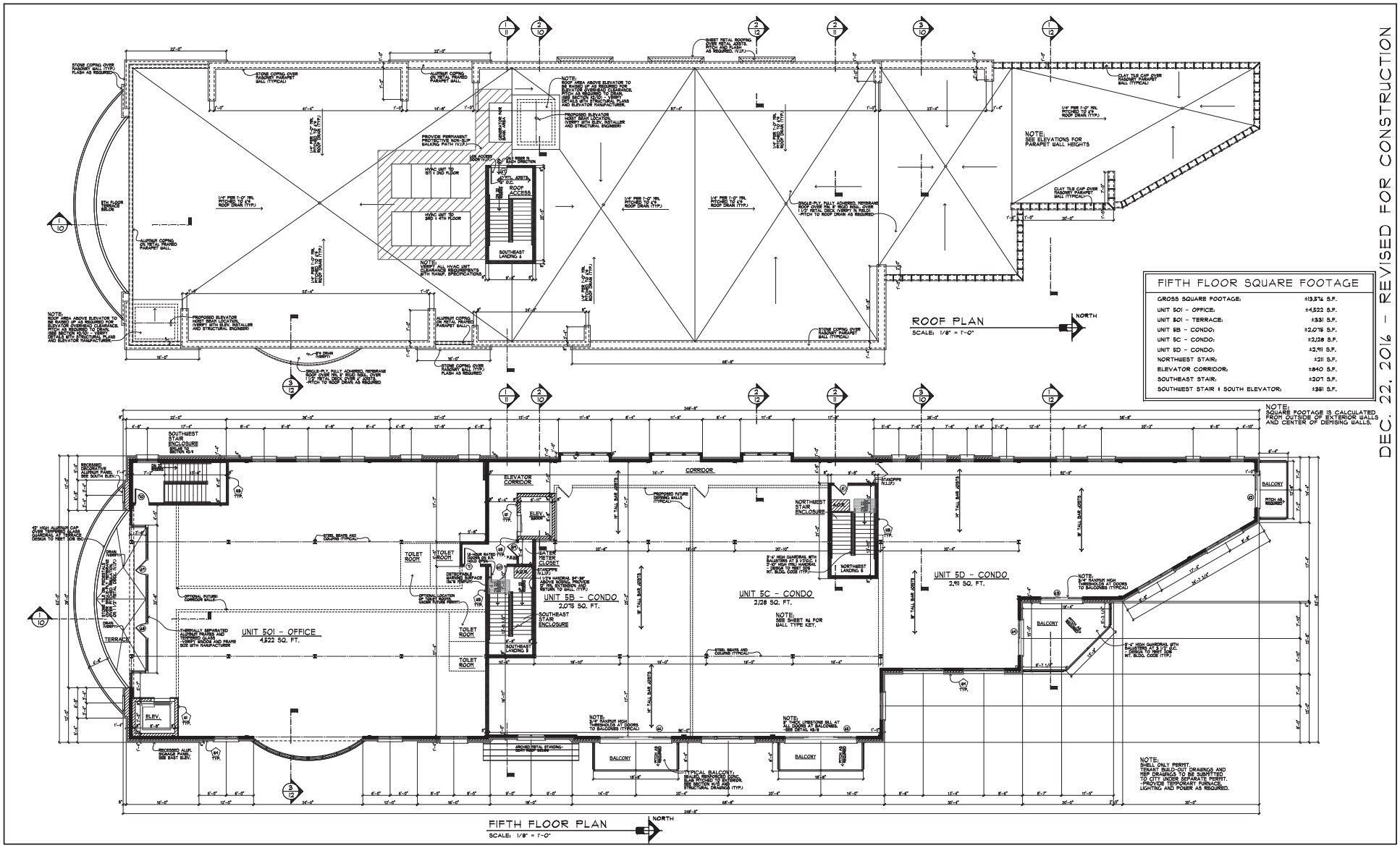
BLDG. 3

Revisions:
2 OWNER/CLIENT REV. 2-22-2016

DEPARTMENT FOR ARCHITECTURE
ALL RIGHTS RESERVED

Commission: 2505
Issue Date: 8-8-2016
Drawn By: CDZ
FOURTH FLOOR PLAN

Sheet:
A6
of: 12



FIFTH FLOOR SQUARE FOOTAGE	
GROSS SQUARE FOOTAGE:	±13,576 S.F.
UNIT 501 - OFFICE:	±4,522 S.F.
UNIT 501 - TERRACE:	±331 S.F.
UNIT 5B - CONDO:	±2,075 S.F.
UNIT 5C - CONDO:	±2,128 S.F.
UNIT 5D - CONDO:	±2,911 S.F.
NORTHWEST STAIR:	±211 S.F.
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SOUTHEAST STAIR:	±207 S.F.
SOUTHWEST STAIR & SOUTH ELEVATOR:	±351 S.F.

DEC. 22, 2016 - REVISED FOR CONSTRUCTION

PROPOSED NEW OFFICE/RESIDENTIAL CONDOMINIUMS:

FIRST STREET - BLDG. 3

ST. CHARLES, ILLINOIS 60174

FIRST STREET DEVELOPMENT, LLC

PLOTTED: 12/22/2016

BLDG. 3

Revisions:

2 OWNER/CLIENT REV. 12-22-2016

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Commission: 2505

Issue Date: 8-8-2016

Drawn By: CDZ

FIFTH FLOOR & ROOF PLAN

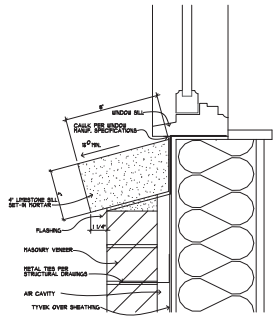
Sheet:

A7

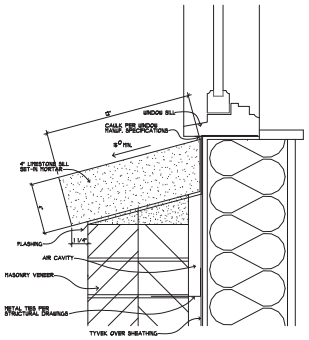
of: 12

MARSHALL ARCHITECTS
802 E. Main Street
Suite 101
St. Charles, Illinois
60174
Ph: 630.584.2000
Fax: 630.584.2001

STATE OF ILLINOIS
DESIGN FIRM
REGISTRATION NUMBER
184.002459



LIMESTONE SILL DETAIL AT WINDOW
1/8 SCALE: 3" = 1'-0"



DEEP LIMESTONE SILL DETAIL AT WINDOW
2/8 SCALE: 3" = 1'-0"

NOTE:
WINDOWS ARE WEATHER SHIELD WINDOWS (U.N.O.)
VERIFY AVAIL. SIZES W/ MANUF. - UPGRADE AS REQUIRED.
VERIFY WINDOW MANUF. I GRILL PATTERN W/ OWNER AND INSTALL PER MANUFACTURER'S SPECIFICATIONS.

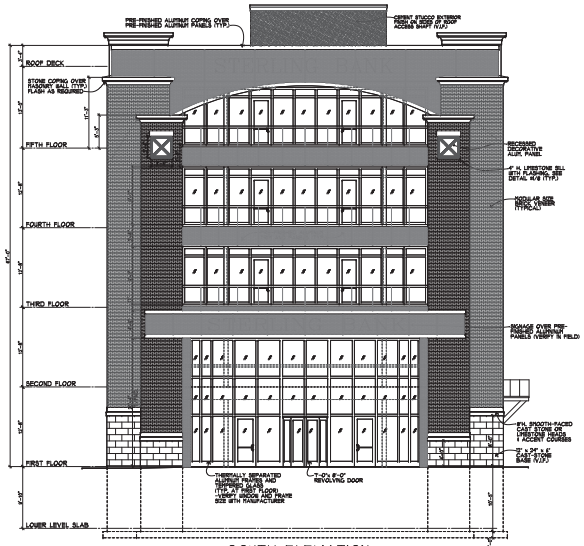
CONTRACTOR TO VERIFY ALL WINDOW HEIGHTS

GLAZED FENESTRATION TO PROVIDE A MAXIMUM U-FACTOR PER 2015 IECC:
.38 FIXED FENESTRATION
.45 OPERABLE FENESTRATION

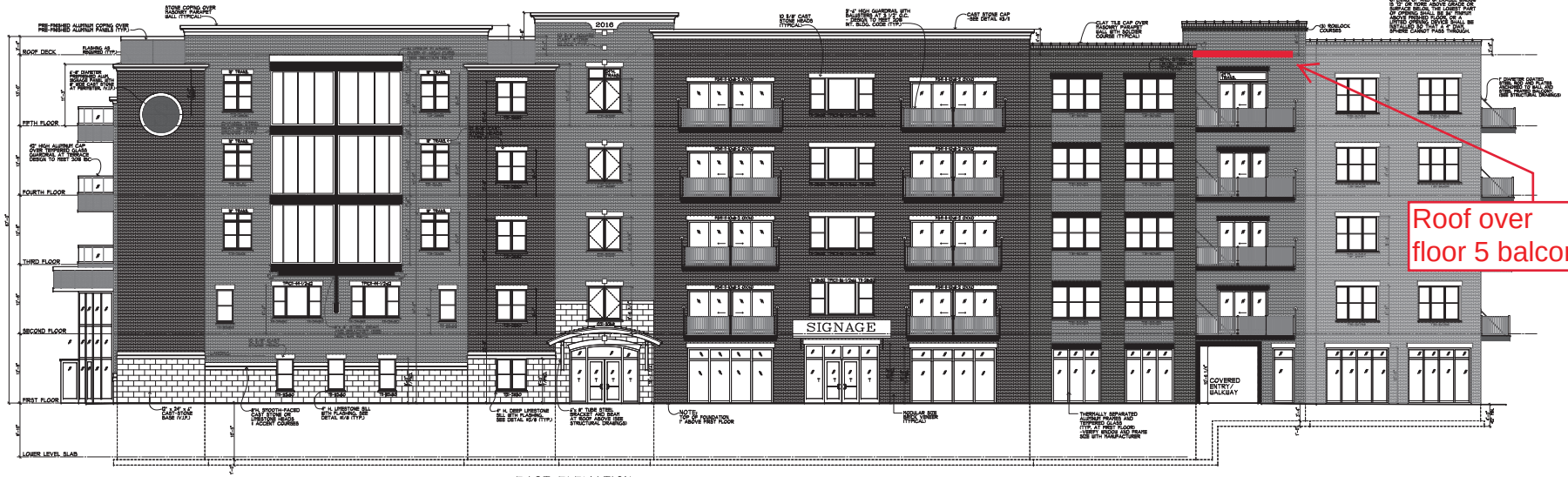
T = FULLY TEMPERED GLASS

NOTE:
INSTALL ALL FLASHING I SEALANT AS REQUIRED FOR WEATHERTIGHT EXTERIOR - ALL FLASHING INSTALLATION TO FOLLOW DETAILS FROM SHEET METAL I AIR CONDITIONING CONTRACTORS' NATIONAL ASSOCIATION, INC. ARCHITECTURAL SHEET METAL MANUAL. TOP OF FLASHING TO BE INSTALLED UNDER TYVEK.

NOTE:
ALL MASONRY DETAILS TO FOLLOW RECOMMENDED PRACTICES BY THE MASONRY ADVISORY COUNCIL (www.masonry-pro.com) INCLUDING FLASHING, TIES, AND EXPANSION I CONTROL JOINTS. CAULK AND SEAL MASONRY, MORTAR, STONE I CEMENT AT PARAPET WALLS AS REQUIRED FOR WATERTIGHT FINISH.



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"

Roof over floor 5 balcony

DEC. 22, 2016 - REVISED FOR CONSTRUCTION

PLOTTED: 12/22/2014

PROPOSED NEW OFFICE/RESIDENTIAL CONDOMINIUMS:
FIRST STREET - BLDG. 3
ST. CHARLES, ILLINOIS 60174
FIRST STREET DEVELOPMENT, LLC

BLDG. 3

CLIENT 22-2014

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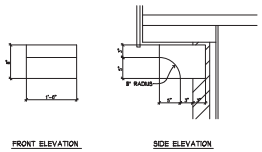
Commission: 2506
Issue Date: 8-8-2014
Drawn By: CDZ
SOUTH AND EAST ELEVATIONS

Sheet: A8 of: 9

STATE OF ILLINOIS DESIGN FIRM REGISTRATION NUMBER 184.002459



SMOOTH LIMESTONE BRACKET DETAIL
SCALE: 1" = 1'-0"

NOTE:

WINDOWS ARE WEATHER SHIELD WINDOWS (U.N.O.) VERIFY AVAIL. SIZES W/ MANUF. - UPGRADE AS REQUIRED. VERIFY WINDOW MANUF. & GRILL PATTERN W/ OWNER AND INSTALL PER MANUFACTURER'S SPECIFICATIONS.

CONTRACTOR TO VERIFY ALL WINDOW HEIGHTS

GLAZED FENESTRATION TO PROVIDE A MAXIMUM U-FACTOR PER 2015 IECC:
.38 FIXED FENESTRATION
.45 OPERABLE FENESTRATION

T = FULLY TEMPERED GLASS

NOTE:

INSTALL ALL FLASHING & SEALANT AS REQUIRED FOR WEATHERTIGHT EXTERIOR - ALL FLASHING INSTALLATION TO FOLLOW DETAILS FROM SHEET METAL & AIR CONDITIONING CONTRACTORS' NATIONAL ASSOCIATION, INC. ARCHITECTURAL SHEET METAL MANUAL. TOP OF FLASHING TO BE INSTALLED UNDER TYVEK.

NOTE:

ALL MASONRY DETAILS TO FOLLOW RECOMMENDED PRACTICES BY THE MASONRY ADVISORY COUNCIL (www.masonrime.org) INCLUDING FLASHING, TIES, AND EXPANSION & CONTROL JOINTS. CAULK AND SEAL MASONRY, MORTAR, STONE & CEMENT AT PARAPET WALLS AS REQUIRED FOR WATERTIGHT FINISH.

NORTH ELEVATION
SCALE: 1/8" = 1'-0"

WEST ELEVATION
SCALE: 1/8" = 1'-0"

DEC. 22, 2016 - REVISED FOR CONSTRUCTION

STATE OF ILLINOIS
DESIGN FIRM
REGISTRATION NUMBER
184.002459

PROPOSED NEW OFFICE/RESIDENTIAL CONDOMINIUMS:
FIRST STREET - BLDG. 3
ST. CHARLES, ILLINOIS 60174
FIRST STREET DEVELOPMENT, LLC

PLOTTED: 12/22/2016

BLDG. 3

Revisions:
2 OWNER/CLIENT REV. 12-22-2016

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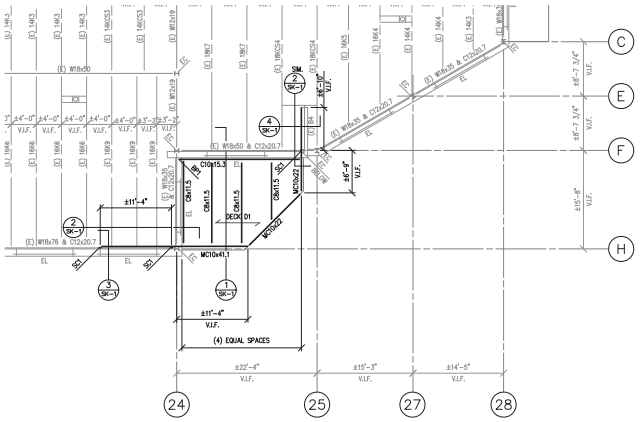
Commission: 2505
Issue Date: 8-8-2016
Drawn By: CDZ
NORTH AND WEST ELEVATIONS

Sheet:
A9
of: 9

Roof over Floor 5 balcony - Construction Detail

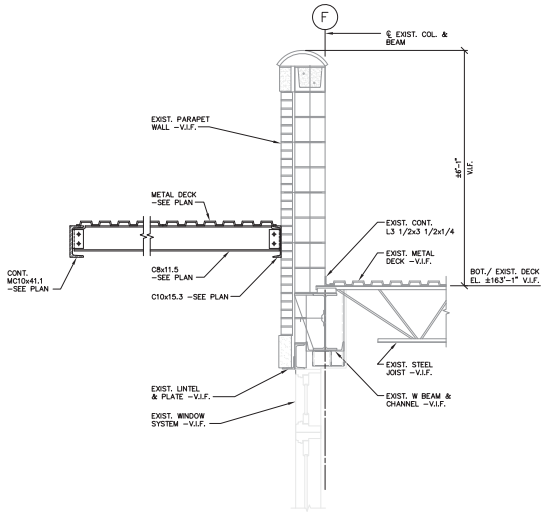


PARTIAL ROOF FRAMING PLAN

SCALE: 1/8" = 1'-0"

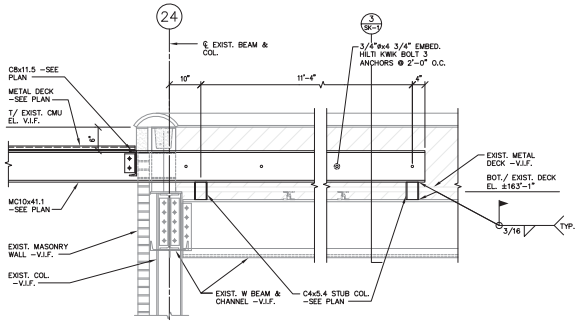
NORTH

- EC DENOTES EXISTING COLUMN. V.I.F.
- EL DENOTES EXISTING LINTEL. V.I.F.
- (E) B4 DENOTES EXISTING HSS10x5x3/16 BEAM W/ 3/8" CONT. PLATE. V.I.F.
- SC1 DENOTES C4x5.4 STUB COLUMN.
- BP1 DENOTES 1/2"x7"x7" BEARING PLATE WITH (2)-3/8"ø x4" LONG WELDED HEADED STUDS. PROVIDE (2) COURSE GROUTED BLOCK x 2'-0" WIDE BENEATH FULL FOOTPRINT OF BEARING PLATE.
- DECK D1 INDICATES TYPE "B" (WIDE RIB) 1 1/2"-22 GA. GALVANIZED METAL ROOF DECK. ATTACH DECK TO ALL SUPPORTING MEMBERS W/ 5/8"ø PUDDLE WELDS @ 12" O.C. (6" @ PERIMETER) & (2)-#10 HEX HEAD SIDELAP SCREWS EQUALLY SPACED BETWEEN SUPPORTS. PROVIDE 3 SPAN MIN. SUPPORT.



1 SK-1 SECTION

SCALE: 3/4"= 1'-0"



2 SK-1 SECTION

SCALE: 3/4"= 1'-0"

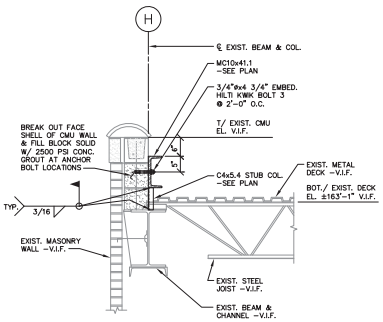
PROJECT GENERAL NOTES

GENERAL:

- THE INFORMATION CONTAINED ON THE STRUCTURAL DRAWINGS IS IN ITSELF INCOMPLETE AND MUST BE USED IN CONJUNCTION WITH ALL THE SPECIFICATIONS, TRADE PRACTICES OR APPLICABLE STANDARDS, CODES, ETC. INCORPORATED THEREIN BY REFERENCE.
- THE STRUCTURAL DRAWINGS REPRESENT THE FINISHED STRUCTURE AND DO NOT INDICATE THE METHOD OF CONSTRUCTION. U.N.O. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES, AND OPERATION OF CONSTRUCTION AND SAFETY PRECAUTIONS AND PROGRAMS INCIDENTAL THERETO.
- STRUCTURES HAVE BEEN DESIGNED FOR OPERATIONAL LOADS ON THE COMPLETED STRUCTURE. DURING CONSTRUCTION, THE STRUCTURES SHALL BE PROTECTED BY BRACING AND TEMPORARY SUPPORTS WHEREVER EXCESSIVE CONSTRUCTION LOADS MAY OCCUR. OVERSTRESSING OF ANY STRUCTURAL ELEMENT IS PROHIBITED.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE THE STRUCTURAL WORK WITH THE ARCHITECTURAL DRAWINGS, AS WELL AS ANY OTHER APPLICABLE TRADES. IN CASE OF CONFLICT BETWEEN THE STRUCTURAL WORK AND DRAWINGS RELATED TO OTHER TRADES, THE CONTRACTOR SHALL MAKE ALLOWANCES IN HIS BID FOR THE MORE SEVERE REQUIREMENTS. CONFLICTS BETWEEN THE STRUCTURAL WORK AND THE DRAWINGS OF OTHER TRADES SHALL NOT BE REASON FOR ANY EXTRA COST OR DELAY IN THE EXECUTION OF THE WORK. IN ADDITION, THE CONTRACTOR IS TO INCLUDE IN HIS BID THE COST TO RE-ROUTE ANY EXISTING MEP PIPING/DUCTWORK/CONDUIT/ETC. REQUIRED TO ACCOMMODATE THE NEW CONSTRUCTION.
- ALL EXISTING STRUCTURAL INFORMATION WAS EXTRACTED FROM SHEETS S1-6, S5-1 & S5-2 FROM THE ORIGINAL CONSTRUCTION DRAWINGS PREPARED FOR THE BUILDING BY PEASE BORST & ASSOCIATES, DATED AUGUST 8, 2016. INDIVIDUAL TRADE CONTRACTORS ARE TO FIELD VERIFY THE LAYOUT AND SIZES OF ALL FRAMING, ALL BEARING CONDITIONS, THE LOCATION & COMPOSITION OF ALL BEARING WALLS IN ALL AREAS OF REMODELING/NEW CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE STRUCTURAL ENGINEER IMMEDIATELY.

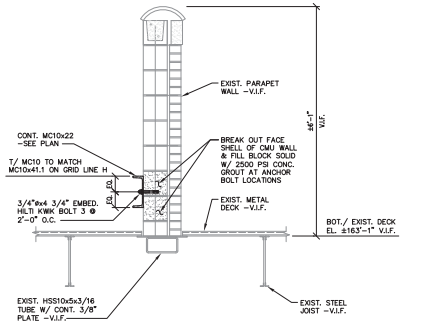
STEEL FRAMING:

- CONTRACTOR TO COORDINATE ALL DIMENSIONS AND ELEVATIONS W/ ARCHITECTURAL DRAWINGS AND EXISTING CONDITIONS.
- MATERIAL FOR ANGLES, PLATES AND CHANNELS TO BE ASTM A36 (Fy=36 KSI) UNLESS OTHERWISE NOTED.
- STRUCTURAL STEEL DETAILS, FABRICATION, AND ERECTION SHALL CONFORM TO THE NINTH EDITION OF THE AISC, "MANUAL OF STEEL CONSTRUCTION" (ASD), OR THE SECOND EDITION OF THE AISC, "MANUAL OF STEEL CONSTRUCTION" (LRFD), UNLESS OTHERWISE SHOWN OR SPECIFIED.
- THE STRUCTURAL STEEL CONTRACTOR SHALL PREPARE AND SUBMIT STEEL SHOP DRAWINGS INDICATING THE DETAILS OF FABRICATION FOR ALL OF THE STEEL COMPONENTS.
  - a. INCLUDE DETAILS OF CUTS, CONNECTIONS, SPLICES, CAMBER, HOLES, AND OTHER PERTINENT DATA.
  - b. INDICATE WELDS BY STANDARD AWS SYMBOLS, DISTINGUISHING BETWEEN SHOP AND FIELD WELDS, AND SHOW SIZE, LENGTH AND TYPE OF EACH WELD.
  - c. INDICATE TYPE, SIZE, AND LENGTH OF BOLTS, DISTINGUISHING BETWEEN SHOP AND FIELD BOLTS, IDENTIFY HIGH-STRENGTH BOLTED SLIP-CRITICAL, DIRECT-TENSION, OR TENSIONED SHEAR/BEARING CONNECTIONS.
- ALL WELDING SHALL BE DONE BY THE SHIELDED ARC PROCESS IN ACCORDANCE WITH THE RULES OF THE AMERICAN WELDING SOCIETY (AWS), "STRUCTURAL WELDING CODES," LATEST ADOPTION.
- ALL WELDERS SHALL BE QUALIFIED ACCORDING TO THE RULES OF THE AMERICAN WELDING SOCIETY.
- WELDING ELECTRODES: E70XX
- STRUCTURAL STEEL CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS, ELEVATIONS, & EXISTING CONDITIONS PRIOR TO FABRICATION ANY COMPONENT.



3 SK-1 SECTION

SCALE: 3/4"= 1'-0"



4 SK-1 SECTION

SCALE: 3/4"= 1'-0"

FEB. 28, 2017 - REVISED FOR CONSTRUCTION

PEASE BORST & ASSOCIATES, LLC
STRUCTURAL ENGINEERS
11 EXECUTIVE COURT
GENEVA, ILLINOIS 60134-3000
PHONE: (630) 262-0030
WWW.PEASEBORST.COM
PROFESSIONAL DESIGN FIRM LICENSE NO. 184.002324

DATE: 02-28-17
EXP. DATE: 11-30-18

PROPOSED NEW OFFICE/RESIDENTIAL CONDOMINIUMS
FIRST STREET - BLDG. 3
ST. CHARLES, ILLINOIS 60174
FIRST STREET DEVELOPMENT, LLC

BLDG. 3

Revisions:

1	ADD CONCRETE PIER FOUNDATION	10-20-2016
2	REVISION PER OWNER COMMENT	12-22-2016
3	OWNER/CLIENT REV.	1-13-2017
4	ROOF OVER DECK ADDITION	2-14-2017

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Project No.: 116114
Issue Date: 08-08-2016
Drawn By: RM
ROOF FRAMING PLAN

Sheet:
SK-1

Sandy Wegman
Kane County Recorder
719 S Batavia Ave, Bldg C Geneva, IL 60134

2018K060865
SANDY WEGMAN
RECORDER - KANE COUNTY, IL
RECORDED: 12/19/2018 11:28 AM
REC FEE: 52.00
PAGES: 17

Recording Cover Page

This page added for the purposes of affixing Recording Information

☐ **Deed** _____

X Other **License Agreement between the City of St. Charles, Kane and DuPage Counties, IL and First Street Development II, LLC**

☐ UCC

☐ Plat

Remarks: **City of St. Charles**
2 E. Main St.
St. Charles, IL 60174

12/19/18

After Recording Return to:

City of St. Charles

2 E. Main St.

St. Charles, IL 60174

Prepared By:

City of St. Charles

2 E. Main St.

St. Charles, IL 60174

LICENSE AGREEMENT

This LICENSE AGREEMENT (hereinafter the "Agreement") is made and entered into as of this 6th day of December 2018, by and between the City of St. Charles, an Illinois municipal Corporation, Kane and DuPage Counties, Illinois (hereinafter "City"), and First Street Development II, LLC, an Illinois limited liability company (hereinafter "Licensee"); the City and Licensee are sometimes hereinafter collectively referred to as the Parties ("Parties") or individually as the Party ("Party");

WITNESSETH:

WHEREAS, the City does maintain, occupy, operate and use property known as the First Street Riverwalk, Lot 5 of the Resubdivision of the Resubdivision of Phase III First Street Redevelopment Subdivision, recorded as Document No. 2016K053789, on October 4, 2016 ("City Property"), as illustrated on Exhibit "A", a part of which is immediately adjacent to Lot 3 in the Resubdivision of the Phase III First Street Redevelopment Subdivision; and

WHEREAS, Licensee owns part of Lot 3 of the Resubdivision of the Resubdivision of Phase III First Street Redevelopment Subdivision, recorded as Document No. 2016K053789, on October 4, 2016 ("Licensee Property"); as legally described in Exhibit "B", the easterly and northerly property lines of which abut the City Property, as illustrated on Exhibit "A"; and

WHEREAS, Licensee has constructed a five story mixed use commercial and residential building on the Licensee Property, which includes balconies projecting from the second through fifth floors over the City Property ("Balcony Projections"), all pursuant to the City approved plans for and as illustrated on Exhibit "C"; and

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 maintaining the Balcony Projections solely within the limited area above the City Property, 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 maintain the Balcony Projection in full compliance with the permit and all conditions contained herein or attached hereto by reference.

4. The Balcony Projections and the Encroachment shall not in any manner be expanded, added to or enlarged beyond the extent of the Balcony Projections and the Encroachment, as described herein and shown in Exhibit "C."

5. The Balcony Projections and the Encroachment shall not in any manner be constructed, reconstructed, modified or improved without prior written consent of the City.

6. This Agreement shall automatically terminate in the event that any of the following occur: (a) the primary structure located on the Licensee Property is ever damaged or destroyed, to the extent that its value is less than 25% of its then fair market value; (b) if the Balcony Projections are ever removed and the encroachment is terminated for more than three (3) months; (c) this Agreement otherwise terminates pursuant to any other provision of this Agreement.

7. Licensee understands and agrees that the Balcony Projections attached to the building constructed on Licensee Property shall remain in good structural condition at all times and that the use and enjoyment of the City property shall not be compromised in any unsafe or adverse manner, including. Licensee agrees that use of all Balcony Projections shall comply with loading requirements specified by a licensed structural engineer, and Licensee shall promptly provide such documentation if requested by the City. The Licensee shall promptly restore or cause to be restored the Balcony Projections 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 Balcony Projections or where it is attached to the building, 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 Licensee Property.

8. To the fullest extent permitted by law, Licensee hereby agrees to defend, indemnify and hold harmless the City, its officials, agents, and employees, 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 Balcony Projections or the Encroachment, any respective parts thereof located within the or attached to Licensee Property or over the City property, 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, its agents, invitees, employees, contractors or subcontractors, or which may in anywise 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 certificate 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, nonrenewal 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 Balcony Projections and Encroachment, to protect the health, safety and welfare of the public utilizing City Property. 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 Balcony Projections and/or Encroachment to comply with this provision. The rules and regulations promulgated by the City shall not preclude hot tubs, outdoor gas food grills or placement of decorative plants on the balconies. Use of outdoor food grills or fire pits utilizing charcoal, wood or similar fuel sources is prohibited.

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 NICOR and AT&T and their successors and assigns ("Utility Companies"), may have certain rights arising in the City Property, 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. If this Agreement is terminated under any of the provisions contained herein, Licensee shall remove the Balcony Projections within the Encroachment within thirty (30) days of termination. If the required work is not performed or completed to the City's satisfaction, the City shall have the right to 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 Licensee Property.

12. The Encroachment as constructed shall not become a part of or an interest in the City property, the air rights above it, below it or subterranean rights appurtenant thereto. 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.

13. Licensee is responsible for the cost of installation, maintenance, and removal of such Balcony Projections in the Encroachment and is responsible for any damage caused to the City Property resulting from such installation, maintenance, and removal.

14. The terms of this Agreement are covenants running with Licensee 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 Licensee Property and all owners of all or any portion of, or interest in, any of the properties covered hereby.

15. 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.

16. 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.

17. This Agreement may be modified or amended only by a written instrument executed by the Parties, or their respective permitted successors or assigns.

18. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extend, 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Dated this _____ day of _____, 2018.

FIRST STREET DEVELOPMENT II, LLC
an Illinois limited liability company

By: _____
Managing Member

Subscribed and Sworn to me before this 6th day of DECEMBER, 2018.

"OFFICIAL SEAL"
WILLIAM F. BOCHTE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/5/2021

_____
NOTARY PUBLIC

CITY OF ST. CHARLES, a Municipal Corporation, Kane and DuPage Counties, Illinois

By: _____
Mayor

ATTEST:

_____
City Clerk

CITY OF ST. CHARLES
INCORPORATED

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: 4d-1
	Title:	Plan Commission recommendation to approve a PUD Preliminary Plan for First Street Building #8
	Presenter:	Russell Colby

Meeting: Planning & Development Committee	Date: March 11, 2019	
Proposed Cost: N/A	Budgeted Amount: N/A	Not Budgeted: ☐

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

Following the issuance of a Request for Proposals (RFP), in December 2018 the City entered into a Memorandum of Understanding (MOU) to designate Frontier Development, LLC as the developer for First Street Building #8, to be located on the City-owned lot at the northeast corner of 2nd St./Rt. 31 & Illinois St. Frontier subsequently established STC Lot 4, LLC as the developer entity for the project.

The MOU authorizes the developer to apply for zoning/PUD approvals during a 120-day period. The developer applied for PUD Preliminary Plan approval on January 9, 2019.

The project is similar in scope to what was presented in the developer's RFP response, but there have been some revisions to the exterior building architecture and site plan:

- The building exterior now has more extensive use of glass and metal panels. The arched/rounded stone tower element has been replaced with a rectilinear glass and steel tower.
- A partial third floor has been added. The third floor provides access to roof terraces on both the north and south sides of the building.
- Streetscape plans have been provided for Illinois Street. Plans include a vehicle pull-off/loading area to serve the building.

Architectural elevations were reviewed by the Historic Preservation Commission on 1/16/19 and the Commission recommended approval of the design. The Commission's review comments are in the staff memo. The developer incorporated a number of Historic Commission comments from a December preliminary review.

Plan Commission reviewed the plans on 3/5/19 and recommended approval, 7 to 1.

- The commissioner voting "no" had made a motion to require a greater building setback along 2nd St./Rt. 31. There was no second to the motion.
- During the meeting, Commissioners offered a number of comments regarding refining the streetscape plan. Staff is working with the developer to finalize the streetscape plans, but the overall concept and layout is not expected to change.

Detailed engineering review comments were provided to the developer. The comments included a limited number of items to be addressed prior to City Council approval.

Attachments (*please list*)**:**
Plan Commission Resolution, Staff Memo, Application, Plans

Recommendation/Suggested Action (*briefly explain*)**:**
Plan Commission recommendation to approve a PUD Preliminary Plan for First Street Building #8, subject to resolution of outstanding staff review comments prior to City Council action.

City of St. Charles, Illinois
Plan Commission Resolution No. 3-2019

A Resolution Recommending Approval of a PUD Preliminary Plan for Building #8 of the First Street Redevelopment PUD (STC Lot 4, LLC/Frontier Development)

Passed by Plan Commission on February 19, 2019

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

WHEREAS, the Plan Commission has reviewed the PUD Preliminary Plan for Building #8 of the First Street Redevelopment PUD (STC Lot 4, LLC/Frontier Development); and

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

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to City Council approval of a PUD Preliminary Plan for Building #8 of the First Street Redevelopment PUD (STC Lot 4, LLC/Frontier Development), contingent upon the resolution of all staff comments prior to City Council action.

Roll Call Vote:
Ayes: Pretz, Purdy, Kessler, Wallace, Holderfield, Vargulich, Becker
Nays: Funke
Absent:
Motion carried: 7-1

PASSED, this 19th day of February 2019.

_____
Chairman
St. Charles Plan Commission

Community & Economic Development
Phone: (630) 377-4443

ST. CHARLES
SINCE 1834

STAFF MEMO

TO: Chairman Ed Bessner
And the Members of the Planning & Development Committee

FROM: Russell Colby
Community Development Division Manager

RE: PUD Preliminary Plan for First Street Building #8

DATE: March 5, 2019

APPLICATION INFORMATION:

Project Name: First Street Building #8

Applicant: STC Lot 4, LLC / Frontier Development- Curt Hurst & Conrad Hurst

Purpose: Review PUD Preliminary Plan for Building #8

General Information:

Site Information	
Location	NE corner of IL Rt. 31/S. 2nd St. & Illinois St.

Application:	PUD Preliminary Plan
Applicable City Code Sections	First St. PUD Ords. 2006-Z-26 Title 17, Chapter 17.06 Design Review Standards & Guidelines, Chapter 17.14 – Business & Mixed Use Districts

Existing Conditions	
Land Use	Vacant building lot
Zoning	CBD-1 Central Business District - PUD

Zoning Summary		
North	CBD-1 Central Business District	Office- Doc Morgan
East	CBD-1 Central Business District- PUD	Plaza Building- First St. Blg. #4 (multi-story bldg. w/ parking deck)
South	CBD-1 Central Business District	Francesca's restaurant
West	CBD-1 Central Business District	Parking Lot (Baker Comm. Ctr.)

Comprehensive Plan Designation
Mixed Use

II. OVERVIEW

A. BACKGROUND ON FIRST STREET PROJECT

The First Street Redevelopment PUD was approved in 2006 as a five-phase, mixed-use downtown redevelopment project spanning a 7.6 acre area of properties along First Street between Prairie St. and Main St.

Phases 1 and 2 were constructed from 2007 to 2009 and included: New utility and road infrastructure; Relocation of the Blue Goose store; Building 7A-BMO Harris Bank & 16 affordable rental units; Building 4- The Plaza Parking Deck; and the western portion of the First Street Plaza.

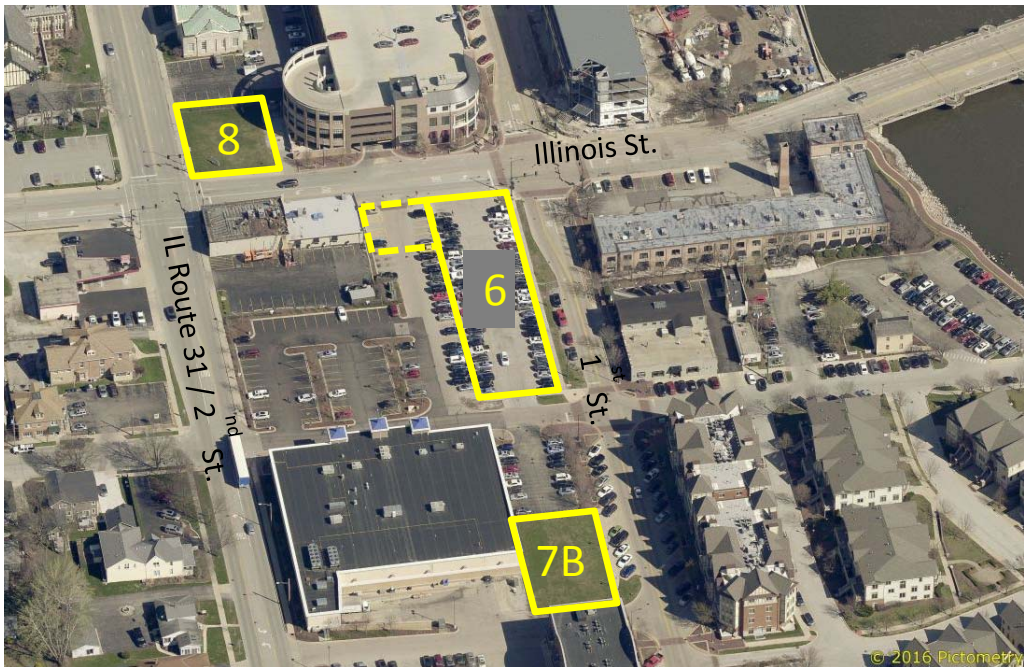
Phase 3 is the site of the current construction activity. Phase 3 is the riverfront property located between Main and Illinois Streets, which includes three multi-use buildings, a public parking deck, Riverwalk and the East Plaza. Completion of Phase 3, including the buildings and public spaces, is anticipated in fall 2019.

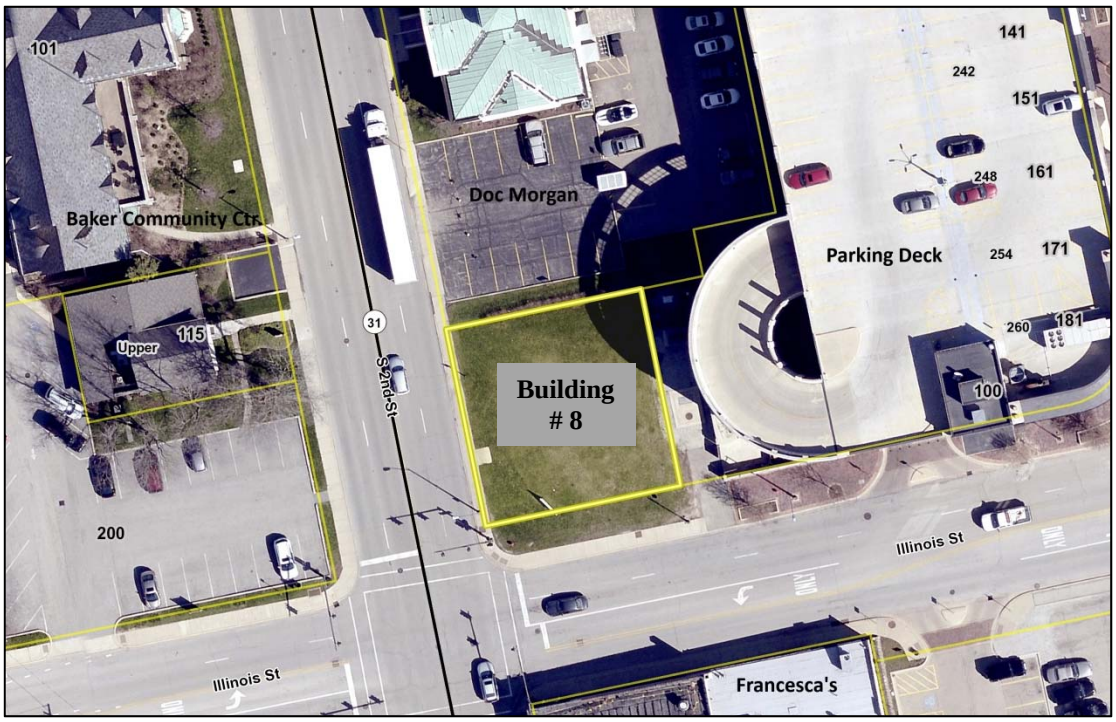
B. REMAINING PHASES OF THE DEVELOPMENT

The remaining phases of the First Street project are comprised of three building lots, known as Buildings 6, 7B and 8. These lots are owned by the City. In 2018, the City issued a Request for Proposals (RFP) for development of the lots.

Frontier Development, LLC submitted a proposal to develop Building #8. In December, the City Council approved a Memorandum of Understanding designating Frontier as developer of Building #8. Frontier has a 120-day period to submit PUD Preliminary Plans for the site and enter into a Redevelopment Agreement with the City for construction of the building.

At this time, no proposals for the development of Buildings 6 or 7B are advancing for approval.





C. BUILDING #8 PROPOSAL

STC Lot 4, LLC / Frontier Development, represented by Curt Hurst and Conrad Hurst, have filed an application requesting approval of a PUD Preliminary Plan for Building #8.

Scope of the Project:

- A building footprint of roughly 5,400 square feet, with two full stories and a partial third floor with roof terraces on both the north and south sides of the building.
- A restaurant is anticipated to occupy the first floor and utilize the third floor/rooftop.
- Office use is anticipated on the second floor.
- Streetscape improvements along Illinois Street, including a vehicle pull-off/loading area
- A modern style building, with extensive use of glass and metal panels, with overhead doors on the first and third floors to open the interior space to the outside.

III. ANALYSIS

A. HISTORIC PRESERVATION COMMISSION REVIEW

The subject property is located within the Central Historic District, requiring review of the PUD Preliminary Plan by the Historic Preservation Commission regarding its potential impact on the historic district and nearby landmarks.

The Historic Preservation Commission reviewed the proposal for Building #8 on 1/16/19. The Commission unanimously voted to recommend to the Plan Commission approval of the PUD Preliminary Plan as presented, with the following comments included in the recommendation:

- The building is consistent with the First Street Redevelopment Project as originally proposed.
- The building is complementary to structures that were part of the First Street Redevelopment Project.
- The building is complementary to surrounding commercial structures that lie within the adjacent historic district.
- The project will not have a negative impact on adjacent historical properties.

Other supplemental comments offered during the Historic Commission discussion:

- No historic resources exist at this location; the area is a modern section of downtown with a mix of historic and contemporary commercial buildings.
- There are examples of similar architecture in the historic district that blend well with historic downtown buildings (recent renovation projects such as Shakou- 312 W. Main St. and Mixology Salon, 116 W. Main St., were offered as examples.)
- There is no negative impact on older adjacent buildings because of the amount of spacing between the structures.

B. ZONING REVIEW:

The 2006 First Street PUD ordinance established zoning parameters for the entire First Street project.

No zoning deviations were granted for Building #8; therefore the zoning requirements follow the CBD-1 Central Business Zoning District.

The table below lists the development data for: the CBD-1/PUD regulations, the original 2006 plan for Building #8; and the proposed 2019 plan for Building #8.

Building #8 Development Data			
	CBD-1 / PUD regulations	**2006 Approved Building #8**	**2019 Proposed Building #8**
Building Footprint	Up to 5914 sf.	4,660 sf.	5,418 sf.
Building Coverage	Up to 100%	79%	92%
Building Square footage	40,000 sf. max	13,980 sf.	13,932 sf.
Building Floors	-	3	3 (partial 3rd floor)
Building Height	50 ft.	49 ft. to parapet 69 ft. to tower	41 ft. to parapet (3rd floor)
Ground floor uses	Per PUD first floor use list	Commercial (undetermined)	Restaurant
Upper level uses	Per CBD-1 District use list	Office	Office & Restaurant

Note: For locations within the CBD-1 zoning district that are within Downtown Special Service Areas 1A (parking) and 1B (revitalization), there is no on-site parking requirement.

C. FIRST FLOOR USE RESTRICTIONS

Although Building #8 is located within the Downtown Overlay District, more limited restrictions on first floor uses are included in the 2006 First Street PUD Ordinance.

In addition to restricting the individual business types that can occupy first floor spaces, the PUD also imposes a limitation on certain uses as a percentage of all first floor space.

First Floor permitted use list (per Ord. 2006-Z-26):

1. *Art Gallery/Studio*
2. *Coffee or Tea Room*
3. *Cultural Facility**
4. *Indoor Recreation and Amusement**
5. *Live Entertainment*
6. *Personal Services**
7. *Restaurant*
8. *Retail Sales*
9. *Tavern/Bar*
10. *Theater*
11. *Utility, Local**
12. *Accessory uses to the preceding uses 1 through 11.*

**Not more than 25% of the total gross leasable floor area on the first floor may be occupied by these uses.*

D. SITE/ENGINEERING PLAN REVIEW

Detailed engineering review comments have been provided to the applicant. The following is a summary of comments to be addressed before Preliminary Plan approval:

- Verify adequacy of accessible routes along the building.
- Plans show a section of the existing service drive remaining- this will likely be damaged during building construction and require replacement.
- Verify separation distance of the watermain from the building.
- Verify refuse storage location. The adjacent refuse enclosure under the parking deck helix ramp is City-owned and an easement would be required to utilize the enclosure. The available space and proposed container size and type would need to be evaluated.
- The landscaping behind the building (shrubs and a decorative boulder) will obstruct access to the electric transformer. Any plantings here would need to be non-woody so that vehicles can enter this area if necessary.
- The paver materials and patterns should match or use common elements to blend with the streetscape to the east along Illinois Street. Details for brick installation used elsewhere on the First Street project have been provided.
- The planter beds should be set back from the curb line similar to the planter bed to the east on Illinois Street (an edge of two paver rows along the curb line- 16”)
- Consider a single, long planter bed, vs. two separate beds.

E. BUILDING ARCHITECTURE

The City adopted Design Guidelines for the First Street project area in 2002. The Design Guidelines are very similar to the CBD-1 zoning district Design Guidelines in Chapter 17.06 of the Zoning Ordinance.

The form and function of the building conforms to the Design Guidelines, including:

- Scale and proportion that is complementary to surrounding buildings.
- Façade broken into sections to reduce the visual scale of the building.
- Street-level distinguished from the rest of the building, through cornices, change in materials, awnings, etc.
- High level of window transparency on the first and second floors.
- The ground floor scaled to the pedestrian.
- Accentuated building entrances, with a focal point/landmark entry tower.
- Stepped back upper floors.
- Retail uses designed to open up directly on to the street.
- Developable rooftop spaces.
- Screening of rooftop equipment.

The building does differ from the guidelines somewhat with respect to building materials. The guidelines recommend use of traditional materials, specifically masonry/brick, as the primary façade material. The architectural plans show brick as a primary material on the non-street facing elevations, but on the street facing elevations, architectural metal and wood-grain aluminum panels are the primary materials.

Considerations:

- Dark-colored architectural metal is identified as an accent material in the guidelines.
- ACM (Aluminum Composite Material) was not as commonly used when the guidelines were written. This material has been used as an accent material on other First Street buildings (Building #3- Sterling Building, Building #2-Riverloft-currently under construction). Also, the woodgrain pattern replicates the look of a masonry texture.

IV. PLAN COMMISSION REVIEW

Plan Commission reviewed the plans on 3/5/19 and recommended approval, 7 to 1.

- The commissioner voting “no” had made a motion to require a greater building setback along 2nd St./Rt. 31. There was no second to the motion.
- During the meeting, Commissioners offered a number of comments regarding refining the streetscape plan. Staff is working with the developer to finalize the streetscape plans, but the overall concept and layout is not expected to change.

V. SUGGESTED ACTION

Review the PUD Preliminary Plan.

Staff has found the application materials to be complete and the plan to be in conformance with the applicable PUD and Zoning Ordinance requirements.

VI. ATTACHMENTS

- 2006 Plans for Building #8
- PUD Preliminary Plan application
- Proposed PUD Plans for Building #8

CITY OF ST. CHARLES

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

COMMUNITY & ECONOMIC DEV./PLANNING DIVISION PHONE: (630) 377-4443 FAX: (630) 377-4062

PUD PRELIMINARY PLAN APPLICATION

For City Use	
Project Name:	First Street Building #8
Project Number:	2019 -PR- 061
Application Number:	2019 -AP- 001

RECEIVED
St. Charles, IL
JAN - 9 2019
CDD
Planning Division

Received Date

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

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

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

1. Property Information:	Location: Northeast corner of IL Rt. 31/S. 2nd St. & Illinois St.	
	Parcel Number (s): 09-34-126-021	
	Proposed PUD Name: First Street Redevelopment PUD - Building #8	
2. Applicant Information:	Name STC LOT 4, LLC	Phone 630 461 7075
	Address 4N316 RT. 31 ST. CHARLES, IL 60174	Fax
		Email CONRAD@FRONTIERDEVELOPMENTGROUP.COM
3. Record Owner Information:	Name City of St. Charles	Phone 630-377-4443
	Address 2 E. Main St. St. Charles, IL 60174	Fax
		Email rcolby@stcharlesil.gov

Please check the type of application:

- ☐ **New proposed PUD- Planned Unit Development** (Special Use Application filed concurrently)
- ☒ **Existing PUD-Planned Unit Development**
  - ☐ PUD Amendment Required for proposed plan (Special Use Application filed concurrently)

Subdivision of land:

- ☒ Proposed lot has already been platted and a new subdivision is not required.
- ☐ New subdivision of property required:
  - ☐ Final Plat of Subdivision Application filed concurrently
  - ☐ Final Plat of Subdivision Application to be filed later

Attachment Checklist:

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

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

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

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

- ☐ **REIMBURSEMENT OF FEES INITIAL DEPOSIT:**

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

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

- ☐ **PROOF OF OWNERSHIP and DISCLOSURE:** Provide an Ownership Disclosure form (attached)

  a) a current title policy report; or

  b) a deed and a current title search.

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

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

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

❑ **PLAT OF SURVEY:**

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

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

N/A

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:**

N/A

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

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

❑ **PLANS:**

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

Copies of Plans:

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

❑ **SITE/ENGINEERING PLAN:**

PRELIMINARY ENGINNERING PLANS – DRAWING REQUIREMENTS/CHECKLIST:

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

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

the proposal indicated

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

☐ **SKETCH PLAN FOR LATER PHASES OF PUD:**

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

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

❑ **ARCHITECTURAL PLANS:**

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

❑ **TREE PRESERVATION PLAN:**

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

❑ **LANDSCAPE PLAN:**

Landscape Plan showing the following information:

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

❑ **STORMWATER MANAGEMENT:** Submit a narrative summary for development of the lot, referencing original stormwater report for the project.

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

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

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

- ☐ **PUBLIC BENEFITS, DEPARTURES FROM CODE:**

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

- ☐ **SCHEDULE:** Construction schedule indicating:

N/A
a. Phases in which the project will be built with emphasis on area, density, use and public facilities, such as open space, to be developed with each phase. Overall design of each phase shall be shown on the plat and through supporting material.

b. Approximate dates for beginning and completion of each phase.

c. If different land use types are to be included within the PUD, the schedule must include the mix of uses to be built in each phase.

- ☐ **PARK AND SCHOOL LAND/CASH WORKSHEETS**

N/A 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**

N/A 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.

City of St. Charles - See Authorization Letter (Memorandum of Understanding)

Record Owner — Date

Applicant or Authorized Agent — 1.9.19 Date

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

STATE OF ILLINOIS)
) SS.
KANE COUNTY)

I, Curtis Hurst, being first duly sworn on oath depose and say that I am Manager of STC Lot 4, 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.:

Frontier Development, LLC	

By: _____, Manager

Subscribed and Sworn before me this 9th day of January, 2019.

Lydia I. Dannenberg
Notary Public

LYDIA I DANNENBERG
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 4, 2020

Refer to:
Minutes 12-17-2018
Page

City of St. Charles, Illinois
Resolution No. 2018-153

A Resolution Authorizing and Approving a Memorandum of Understanding by and between Frontier Development, LLC and the City of St. Charles (First Street Redevelopment- Building #8)

Presented & Passed by the City Council on December 17, 2018

WHEREAS, the City of St. Charles ("City"), pursuant to requests for development proposals, desires to select Frontier Development, LLC ("Frontier") to be the designated developer of certain City-owned property ("Property"), on which to construct, develop and operate a two (2) story mixed use retail/office development ("Project"); and

WHEREAS, as a result of the developer selection, the City and Frontier desire to enter into a certain Memorandum of Understanding to provide for a one hundred twenty (120) day period, during which (i) Frontier shall be the designated developer for the Project; (ii) Frontier shall be authorized to initiate and prosecute an application for any and all entitlement approvals necessary for the Project; and (iii) the City staff shall engage and negotiate with Frontier on a mutually agreement redevelopment agreement ("RDA").

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

1. The foregoing recitals are incorporated herein by this express reference.

2. Upon receipt from Frontier of two (2) executed copies of the Memorandum of Understanding, the Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest, the Memorandum of Understanding, in substantially that form attached hereto as Exhibit "A", with such changes therein as shall be approved by the officials of the City executing the same, their execution thereof to constitute conclusive evidence of their approval of such changes.

3. This Resolution shall be in full force and effect immediately upon its passage and approval.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 17th day of December, 2018.

PASSED by the City Council of the City of St. Charles, Illinois, this 17th day of December, 2018.

APPROVED by the Mayor of the City of St. Charles, Illinois, this 17th day of December, 2018.

Raymond P. Rogina, Mayor

ATTEST:

Charles Amenta, City Clerk

COUNCIL VOTE:
Ayes: 10
Nays: 0
Absent: 0
Abstain: 0

EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("*Memorandum*") is made and entered into as of the 17th day of December, 2018 (the "*Effective Date*") by and between the CITY OF ST. CHARLES, an Illinois municipal corporation (the "*City*") and FRONTIER DEVELOPMENT, LLC, an Illinois limited liability company ("*Developer*"). (The City and Developer are sometimes individually referred to as a "*Party*" and collective referred to as the "*Parties*").

RECITALS:

Pursuant to a request for proposals, the Developer proposes to acquire from the City and redevelop the property, legally described on Exhibit A, attached hereto and made a part hereof (the "*Property*"), located within the First Street Redevelopment Project Area, with a two (2) story mixed use retail/office development, substantially pursuant to the plans depicted on Exhibit B, attached hereto and made a part hereof (the "*Redevelopment Project*"), subject to (i) securing any and all City entitlements required to permit the Redevelopment Project on the Property ("*Approvals*") and (ii) entering into a mutually agreeable Redevelopment Agreement ("*Redevelopment Agreement*"), pursuant to its authority under the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the "*Act*").

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

ARTICLE I
RECITALS PART OF UNDERSTANDING

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

ARTICLE II
DESIGNATED DEVELOPER

For a period not to exceed one hundred twenty (120) days from the Effective Date, the City (i) designates the Developer as the exclusive developer for the redevelopment of the Property for the Redevelopment Project, (ii) authorizes the Developer to apply for any and all Approvals as the Developer may identify or as may be required for the Redevelopment Project,

and (iii) authorizes staff to negotiate with Developer a mutually acceptable Redevelopment Agreement, subject to the conditions upon final approval by the Mayor and City Council.

IN WITNESS WHEREOF, the Parties have duly executed this Memorandum of Understanding pursuant to all requisite authorizations as of the Effective Date.

CITY OF ST. CHARLES,
An Illinois municipal corporation

By:_____
Mayor

ATTEST:

By:_____
City Clerk

FRONTIER DEVELOPMENT, LLC,
An Illinois limited liability company

By:_____
Its: Manager

ATTEST:

By:_____
Its:_____

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

LOT 4 OF PHASE II FIRST STREET REDEVELOPMENT SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 27 AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 1, 2007 AS DOCUMENT 2007K080494.

(Commonly known First Street Redevelopment- Building #8 lot located at the NE corner of Illinois Route 31/S. 2nd Street and Illinois Street, St. Charles, IL, 60174.)

FIRST STREET BUILDING #8

NEW CONSTRUCTION

FIRST STREET REDEVELOPMENT PUD
NORTHEAST CORNER OF S. 2ND ST. & ILLINOIS ST.,
ST. CHARLES, IL 60174

AUTHORITIES

CITY OF ST. CHARLES
BUILDING DEPARTMENT
2 E. MAIN STREET
ST. CHARLES, IL 60174
PHONE: 630-377-4400

APPLICABLE CODES

- 2015 INTERNATIONAL BUILDING CODE W/ AMENDMENTS
- 2015 INTERNATIONAL MECHANICAL CODE W/ AMENDMENTS
- 2015 FUEL GAS CODE W/ AMENDMENTS
- 2014 NATIONAL ELECTRIC CODE, NFPA NO. 70, W/ AMENDMENTS
- 2014 ILLINOIS STATE PLUMBING CODE W/ AMENDMENTS
- 2015 INTERNATIONAL FIRE CODE W/ AMENDMENTS
- 2015 INTERNATIONAL ENERGY CONSERVATION CODE
- 1997 ILLINOIS ACCESSIBILITY CODE
- NFPA LIFE SAFETY CODE 101

SHEET INDEX

SHEET NO	SHEET DESCRIPTION	DATE OF PREPARATION 01-08-2019
	ARCHITECTURAL	
A001	COVER SHEET W/ RENDERING	●
A201	FIRST FLOOR PLAN	●
A202	SECOND FLOOR PLAN	●
A203	THIRD FLOOR PLAN	●
A301	EAST & SOUTH BUILDING ELEVATIONS	●
A302	WEST & NORTH BUILDING ELEVATIONS	●
	LANDSCAPE	
L201	LANDSCAPE & ARCHITECTURAL SITE PLAN	●

CONTACT INFORMATION

DEVELOPER:

CURT & CONRAD HURST
FRONTIER DEVELOPMENT GROUP
PHONE: 630-330-7215
curt@frontierdevelopmentgroup.com

RECORD OWNER:

RUSSELL COLBY
CITY OF ST. CHARLES
2 E. MAIN STREET
ST. CHARLES, IL 60174-1984
PHONE: 630-762-6925
rcolby@stcharlesil.gov

ARCHITECT:

BATIR ARCHITECTURE
1121 E. MAIN STREET
SUITE #220
ST. CHARLES, IL 60174
PHONE: 630-513-5109
FAX: 630-513-5919

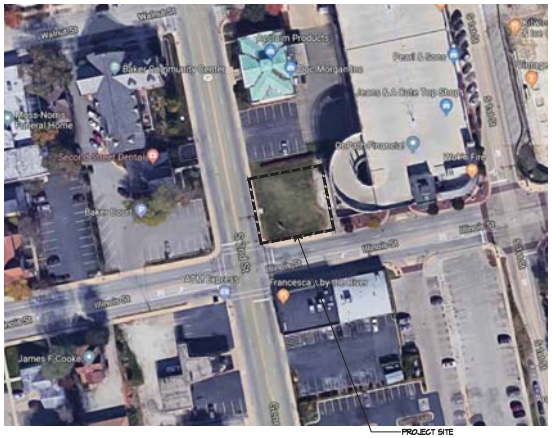
ILLINOIS REGISTERED ARCHITECT
NO. 001-018643 EXPIRES:
11-30-2020
ILLINOIS DEPARTMENT OF
PROFESSIONAL REGULATION FIRM
NUMBER: 184-004125

CIVIL ENGINEER:

PHIL WOLF, P.E.
WOLF PACK DEVELOPMENT GROUP
2510 MAPLE AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630-435-0847
pwolf@wolfpackdg.com

RENDERED PERSPECTIVE OF NORTHEAST
CORNER OF S. 2ND STREET & ILLINOIS STREET

SCALE: N.T.S.

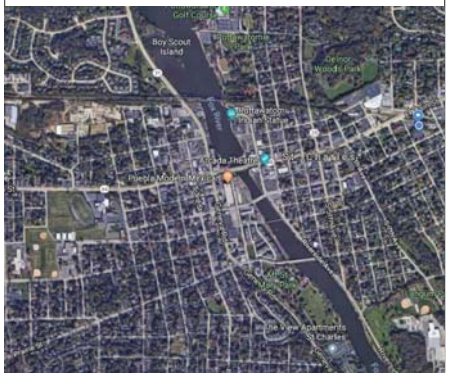


NORTH

LOCATION MAP

SCALE: N.T.S.

VICINITY MAP



I HEREBY CERTIFY THAT THE PLANS WITH THE FIRM'S NAME LISTED BELOW WERE PREPARED UNDER MY DIRECT SUPERVISION.
DATED AT ST. CHARLES, ILLINOIS THIS 8TH DAY OF JANUARY, 2019

PAULA A. PRICE, BATIR ARCHITECTURE, LTD.
ILLINOIS REGISTERED ARCHITECT NO. 001-018643 EXP. DATE: 11-30-2020
ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION FIRM NUMBER: 184-004125

PROJECT: 18072

FIRST STREET BUILDING #8
NEW CONSTRUCTION
NORTHEAST CORNER OF S. 2ND ST. & ILLINOIS ST., ST. CHARLES, IL 60174

BATIR ARCHITECTURE, LTD.
1121 E. MAIN ST. SUITE 220, ST. CHARLES, IL 60174
PHONE: 630-513-5109 FAX: 630-513-5919
WWW.BATIRARCHITECTS.COM

COVER SHEET

ISSUED:
01-08-2019
DATE OF PREPARATION

© COPYRIGHT 2019
BATIR ARCHITECTURE, LTD.

SCALE
1/4" = 1'-0"
UNLESS NOTED OTHERWISE

A001

FIRST STREET REDEVELOPMENT - LOT 4

CITY OF ST. CHARLES, ILLINOIS

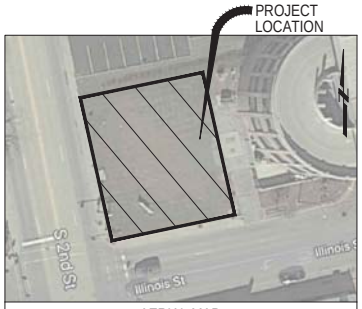
PRELIMINARY ENGINEERING PLANS

INDEX OF DRAWINGS

SHEET NO.	DRAWING TITLE
C1.0	COVER SHEET
C2.0	EXISTING CONDITIONS, SITE DEMO, AND EROSION CONTROL PLAN
C3.0	PROPOSED GRADING & UTILITY PLAN
C4.0	CONSTRUCTION DETAILS

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		LIGHT STANDARD/DOUBLE LIGHT STANDARD
		WATER VALVE VAULT
		WATER VALVE BOX
		FIRE HYDRANT
		BUFFALO BOX
		SANITARY MANHOLE
		FLARED END SECTION
		STORM INLET
		STORM CATCH BASIN
		STORM MANHOLE
		CLEANOUT
		STORM SEWER PIPE
		SANITARY SEWER PIPE
		WATER MAIN PIPE
		FORCEMAIN PIPE
		STORM SEWER SERVICE
		SANITARY SEWER SERVICE
		WATER MAIN SERVICE
615.90 / 610.20	615.90 / 610.20	SANITARY RIM ELEVATION / SANITARY INVERT ELEVATION
616.50	616.50 (SHAFT)	WATER GRADE RING ELEVATION / WATER STATION LOCATION
615.90 / 606.20	615.90 / 606.20	STORM RIM ELEVATION / STORM INVERT ELEVATION
	SA	PROPOSED SANITARY STRUCTURE LABEL
	PW-24	PROPOSED WATER STRUCTURE LABEL
	SA	PROPOSED STORM STRUCTURE LABEL
		PROPOSED RETAINING WALL
		CURB AND GUTTER
		DEPRESSED CURB AND GUTTER
		REVERSE CURB AND GUTTER
		SIDEWALK
		SWALE FLOW ARROW
		DRAINAGE ARROW
		OVERLAND FLOW
764	764	1 FOOT CONTOURS
		ACCESSIBLE CURB RAMP



AERIAL MAP N.T.S.

VICINITY MAP 1"=1000'±

ABBREVIATIONS

ADJ.	ADJUST	E	ELECTRIC	MH	STORM MANHOLE	RT	RIGHT
AGG.	AGGREGATE GRAVEL	E-E	EDGE TO EDGE	MIN.	MINIMUM	SAN	SANITARY SEWER
B.A.M.	BIT. AGG. MIXTURE	ELEV.	ELEVATION	NWL	NORMAL WATER LEVEL	SF	SQUARE FOOT
B-B	BACK TO BACK	E/P	EDGE OF PAVEMENT	O.I.D	OPEN LID	SHLD.	SHOULDER
B/P	BOTTOM OF PIPE	EX.	EXISTING	P.E.	PRIVATE ENTRANCE	SL	STREET LIGHT
B/WALL	GROUND AT BOTTOM OF WALL	F.E.	FIELD ENTRANCE	PERF.	PERFORATED	SMH	SANITARY MANHOLE
B.B.	BUFFALO BOX	F-F	FACE TO FACE	PC	POINT OF CURVE	ST	STORM SEWER
BIT.	BITUMINOUS CONCRETE	FF	FINISHED FLOOR	P.C.C.	PORTLAND CEMENT CONCRETE	STA.	STATION
BM	BENCHMARK	FES	FLARED END SECTION	PCC	POINT OF COMPOUND CURVE	STD	STANDARD
B.O.	BY OTHERS	FH	FIRE HYDRANT	PGL	PROFILE GRADE LINE	SW	SIDEWALK
C.E.	COMMERCIAL ENTRANCE	F/L	FLOW LINE	PI	POINT OF INTERSECTION	SY	SQUARE YARDS
CB	CATCH BASIN	FM	FORCE MAIN	PL	PROPERTY LINE	TBR	TO BE REMOVED
CL	CENTERLINE	G	GROUND	PP	POWER POLE	T	TELEPHONE
CLID	CLOSED LID	GAS	GAS	PROP.	PROPOSED	T-A	TYPE A
CMP	CORRUGATED METAL PIPE	GU	GUTTER ELEVATION	PT	POINT OF TANGENCY	T/C	TOP OF CURB
CNTRL	CONTROL	GW	GUY WIRE	PVC	POLYVINYL CHLORIDE PIPE	T/F	TOP OF FOUNDATION
C.O.	CLEAN OUT	H.C.	HANDICAP	P.V.C.	POINT OF VERTICAL CURVE	T/P	TOP OF PIPE
CONC.	CONCRETE	HDWL	HEADWALL	PVI	POINT OF VERTICAL INTERSECTION	T/W	TOP OF WALK
CY	CUBIC YARD	HH	HANDHOLE	PVT	POINT OF VERTICAL TANGENCY	T/WALL	TOP OF WALL
D	DITCH	HWL	HIGH WATER LEVEL	P	PAVEMENT	TEMP	TEMPORARY
DIA.	DIAMETER	INL	INLET	R	RADIUS	TRANS.	TRANSFORMER
DIP	DUCTILE IRON PIPE	INV.	INVERT	R.O.W.	RIGHT-OF-WAY	V.B.	VALVE BOX
DIWM	DUCTILE IRON WATER MAIN	IP	IRON PIPE	RCP	REINFORCED CONCRETE PIPE	V.V.	VALVE VAULT
DT	DRAIN TILE	MAX.	MAXIMUM	REM	REMOVAL	W/L	WATER LEVEL
D.S.	DOWN SPOUT	MB	MAILBOX	RR	RAILROAD	W/M	WATER MAIN

CONTACT JULIE AT 811
OR 800-892-0123

48 HOURS (2 working days) BEFORE YOU DIG

NOTE:
THE LOCATION, ELEVATION, SIZE, AND TYPES OF ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, ELEVATION, SIZE AND TYPES OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

REVISIONS

SUSTAINABLE DESIGN | SUSTAINABLE LIVING
Wolf Pack CONSULTING, LLC
Civil Engineering
Land Planning
Land Surveying
Project Entitlements
Stormwater Management
418 South Gary Avenue, Wheaton, IL 60559
Office: (630) 384-3117 www.wolfpackllc.com

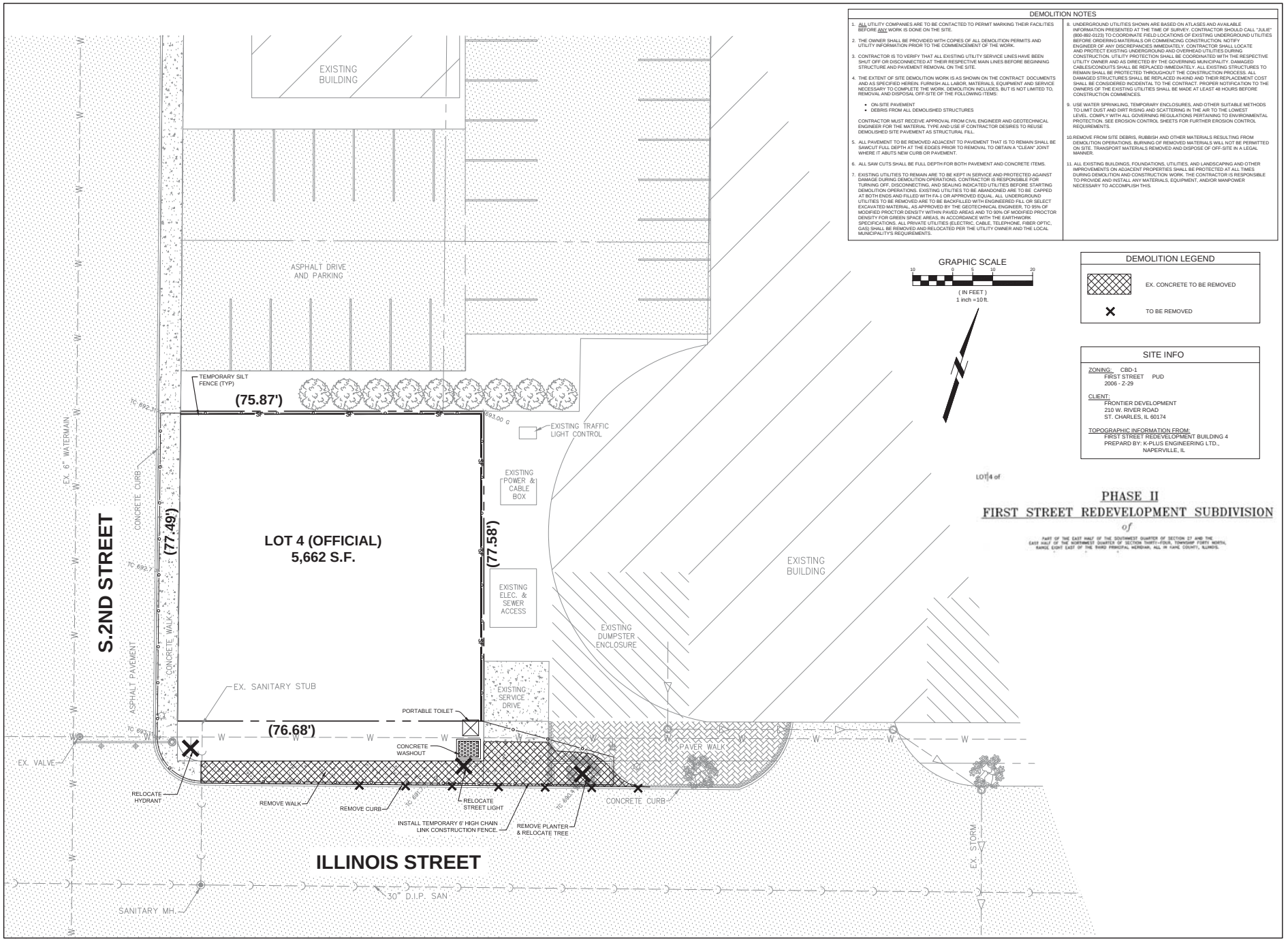
PHILIP J. WOLF
062-053190
LICENSED PROFESSIONAL ENGINEER OF ILLINOIS
01-08-2019
EXP 11-30-19

COVER SHEET
FIRST STREET REDEVELOPMENT - LOT 4
CITY OF ST. CHARLES, ILLINOIS

PROJ. MGR.:	PJW
PROJ. ENG.:	KM
DRAWN BY:	KM
DATE:	01-08-19
SCALE:	N.T.S.

SHEET NO.
C1.0

PROJ. NUMBER:



DEMOLITION NOTES

1. ALL UTILITY COMPANIES ARE TO BE CONTACTED TO PERMIT MARKING THEIR FACILITIES BEFORE ANY WORK IS DONE ON THE SITE.
2. THE OWNER SHALL BE PROVIDED WITH COPIES OF ALL DEMOLITION PERMITS AND UTILITY INFORMATION PRIOR TO THE COMMENCEMENT OF THE WORK.
3. CONTRACTOR IS TO VERIFY THAT ALL EXISTING UTILITY SERVICE LINES HAVE BEEN SHUT OFF OR DISCONNECTED AT THEIR RESPECTIVE MAIN LINES BEFORE BEGINNING STRUCTURE AND PAVEMENT REMOVAL ON THE SITE.
4. THE EXTENT OF SITE DEMOLITION WORK IS AS SHOWN ON THE CONTRACT DOCUMENTS AND AS SPECIFIED HEREIN. FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND SERVICE NECESSARY TO COMPLETE THE WORK. DEMOLITION INCLUDES, BUT IS NOT LIMITED TO, REMOVAL AND DISPOSAL OFF-SITE OF THE FOLLOWING ITEMS:
   - ON-SITE PAVEMENT
   - DEBRIS FROM ALL DEMOLISHED STRUCTURES

   CONTRACTOR MUST RECEIVE APPROVAL FROM CIVIL ENGINEER AND GEOTECHNICAL ENGINEER FOR THE MATERIAL TYPE AND USE IF CONTRACTOR DESIRES TO REUSE DEMOLISHED SITE PAVEMENT AS STRUCTURAL FILL.
5. ALL PAVEMENT TO BE REMOVED ADJACENT TO PAVEMENT THAT IS TO REMAIN SHALL BE SAWCUT FULL DEPTH AT THE EDGES PRIOR TO REMOVAL TO OBTAIN A "CLEAN" JOINT WHERE IT ABUTS NEW CURB OR PAVEMENT.
6. ALL SAW CUTS SHALL BE FULL DEPTH FOR BOTH PAVEMENT AND CONCRETE ITEMS.
7. EXISTING UTILITIES TO REMAIN ARE TO BE KEPT IN SERVICE AND PROTECTED AGAINST DAMAGE DURING DEMOLITION OPERATIONS. CONTRACTOR IS RESPONSIBLE FOR TURNING OFF, DISCONNECTING, AND SEALING INDICATED UTILITIES BEFORE STARTING DEMOLITION OPERATIONS. EXISTING UTILITIES TO BE ABANDONED ARE TO BE CAPPED AT BOTH ENDS AND FILLED WITH FA-1 OR APPROVED EQUAL. ALL UNDERGROUND UTILITIES TO BE REMOVED ARE TO BE BACKFILLED WITH ENGINEERED FILL OR SELECT EXCAVATED MATERIAL, AS APPROVED BY THE GEOTECHNICAL ENGINEER, TO 95% OF MODIFIED PROCTOR DENSITY WITHIN PAVED AREAS AND TO 90% OF MODIFIED PROCTOR DENSITY FOR GREEN SPACE AREAS, IN ACCORDANCE WITH THE EARTHWORK SPECIFICATIONS. ALL PRIVATE UTILITIES (ELECTRIC, CABLE, TELEPHONE, FIBER OPTIC, GAS) SHALL BE REMOVED AND RELOCATED PER THE UTILITY OWNER AND THE LOCAL MUNICIPALITY'S REQUIREMENTS.
8. UNDERGROUND UTILITIES SHOWN ARE BASED ON ATLASES AND AVAILABLE INFORMATION PRESENTED AT THE TIME OF SURVEY. CONTRACTOR SHOULD CALL "JULIE" (800-892-0123) TO COORDINATE FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES BEFORE ORDERING MATERIALS OR COMMENCING CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY. CONTRACTOR SHALL LOCATE AND PROTECT EXISTING UNDERGROUND AND OVERHEAD UTILITIES DURING CONSTRUCTION. UTILITY PROTECTION SHALL BE COORDINATED WITH THE RESPECTIVE UTILITY OWNER AND AS DIRECTED BY THE GOVERNING MUNICIPALITY. DAMAGED CABLES/CONDUITS SHALL BE REPLACED IMMEDIATELY. ALL EXISTING STRUCTURES TO REMAIN SHALL BE PROTECTED THROUGHOUT THE CONSTRUCTION PROCESS. ALL DAMAGED STRUCTURES SHALL BE REPLACED IN-KIND AND THEIR REPLACEMENT COST SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT. PROPER NOTIFICATION TO THE OWNERS OF THE EXISTING UTILITIES SHALL BE MADE AT LEAST 48 HOURS BEFORE CONSTRUCTION COMMENCES.
9. USE WATER SPRINKLING, TEMPORARY ENCLOSURES, AND OTHER SUITABLE METHODS TO LIMIT DUST AND DIRT RISING AND SCATTERING IN THE AIR TO THE LOWEST LEVEL. COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION. SEE EROSION CONTROL SHEETS FOR FURTHER EROSION CONTROL REQUIREMENTS.
10. REMOVE FROM SITE DEBRIS, RUBBISH AND OTHER MATERIALS RESULTING FROM DEMOLITION OPERATIONS. BURNING OF REMOVED MATERIALS WILL NOT BE PERMITTED ON SITE. TRANSPORT MATERIALS REMOVED AND DISPOSE OF OFF-SITE IN A LEGAL MANNER.
11. ALL EXISTING BUILDINGS, FOUNDATIONS, UTILITIES, AND LANDSCAPING AND OTHER IMPROVEMENTS ON ADJACENT PROPERTIES SHALL BE PROTECTED AT ALL TIMES DURING DEMOLITION AND CONSTRUCTION WORK. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE AND INSTALL ANY MATERIALS, EQUIPMENT, AND/OR MANPOWER NECESSARY TO ACCOMPLISH THIS.

GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
1 inch =10 ft.

DEMOLITION LEGEND

EX. CONCRETE TO BE REMOVED

TO BE REMOVED

SITE INFO

ZONING: CBD-1
FIRST STREET PUD
2006 - Z-29

CLIENT:
FRONTIER DEVELOPMENT
210 W. RIVER ROAD
ST. CHARLES, IL 60174

TOPOGRAPHIC INFORMATION FROM:
FIRST STREET REDEVELOPMENT BUILDING 4
PREPARD BY: K-PLUS ENGINEERING LTD.,
NAPERVILLE, IL

LOT 4 of

PHASE II
FIRST STREET REDEVELOPMENT SUBDIVISION
of

PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 27 AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION THIRTY-FOUR, TOWNSHIP FORTY NORTH, RANGE EIGHT EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN KANE COUNTY, ILLINOIS.

REVISIONS

SUSTAINABLE DESIGN | SUSTAINABLE LIVING

Wolf Pack CONSULTING, LLC
Civil Engineering
Land Planning
Land Surveying
Project Entitlements
Stormwater Management
418 South Cass Avenue, Westmont, IL 60559
Office (630) 964-5177 ▪ wolfpackllc.com

EXISTING CONDITIONS, SITE DEMO, AND EROSION CONTROL PLAN

FIRST STREET REDEVELOPMENT - LOT 4

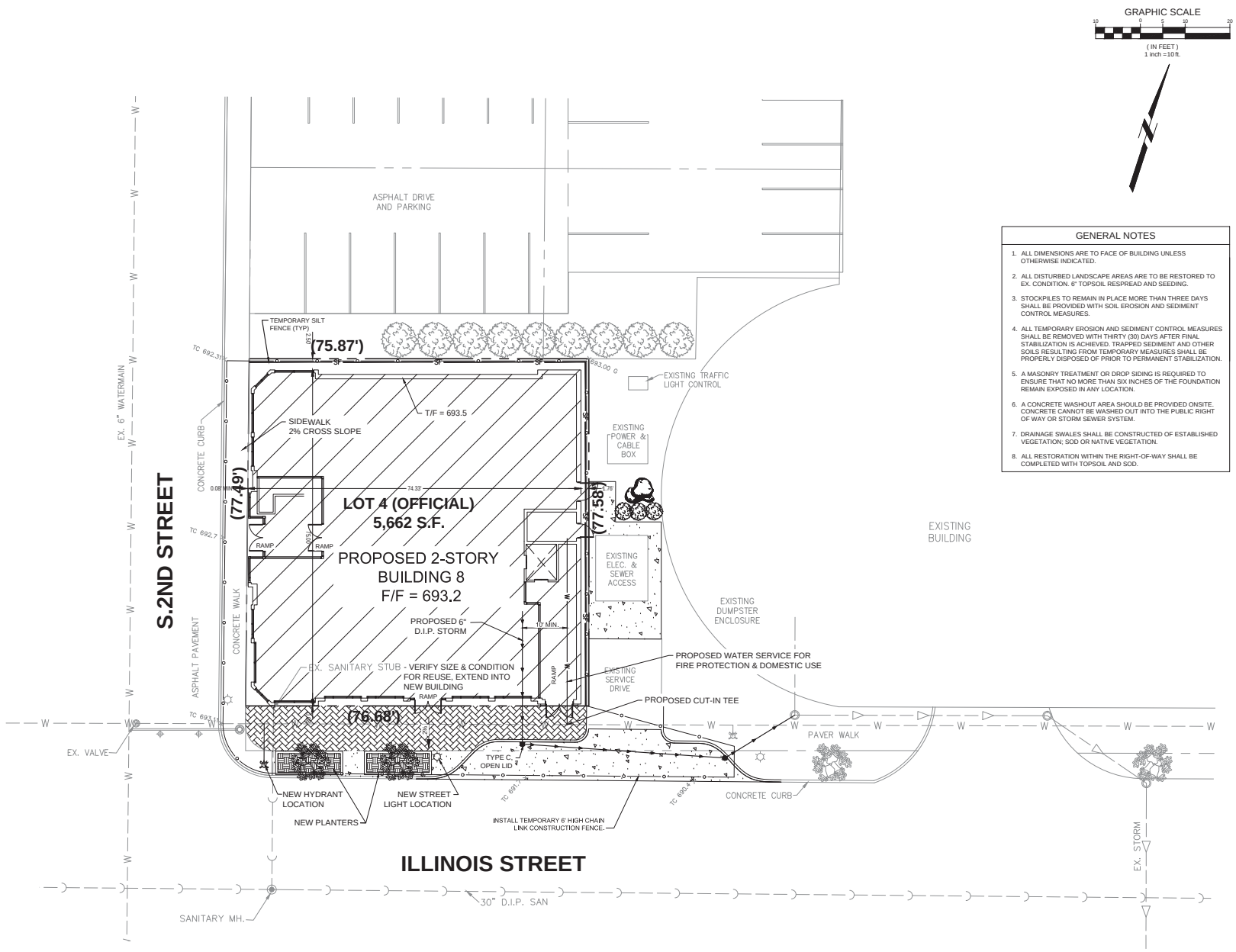
CITY OF ST. CHARLES, ILLINOIS

PROJ. MGR.:	PJW
PROJ. ENG.:	KM
DRAWN BY:	KM
DATE:	01-08-19
SCALE:	1"=10'

SHEET NO.

C2.0

PROJ. NUMBER:



GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE OF BUILDING UNLESS OTHERWISE INDICATED.
2. ALL DISTURBED LANDSCAPE AREAS ARE TO BE RESTORED TO EX. CONDITION. 6" TOPSOIL RESPREAD AND SEEDING.
3. STOCKPILES TO REMAIN IN PLACE MORE THAN THREE DAYS SHALL BE PROVIDED WITH SOIL EROSION AND SEDIMENT CONTROL MEASURES.
4. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITH THIRTY (30) DAYS AFTER FINAL STABILIZATION IS ACHIEVED. TRAPPED SEDIMENT AND OTHER SOILS RESULTING FROM TEMPORARY MEASURES SHALL BE PROPERLY DISPOSED OF PRIOR TO PERMANENT STABILIZATION.
5. A MASONRY TREATMENT OR DROP SIDING IS REQUIRED TO ENSURE THAT NO MORE THAN SIX INCHES OF THE FOUNDATION REMAIN EXPOSED IN ANY LOCATION.
6. A CONCRETE WASHOUT AREA SHOULD BE PROVIDED ONSITE. CONCRETE CANNOT BE WASHED OUT INTO THE PUBLIC RIGHT OF WAY OR STORM SEWER SYSTEM.
7. DRAINAGE SWALES SHALL BE CONSTRUCTED OF ESTABLISHED VEGETATION; SOD OR NATIVE VEGETATION.
8. ALL RESTORATION WITHIN THE RIGHT-OF-WAY SHALL BE COMPLETED WITH TOPSOIL AND SOD.

REVISIONS

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Civil Engineering
Land Planning
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Project Entitlements
Stormwater Management
418 South Cass Avenue, Westmont, IL 60559
Office: (630) 964-3117 • wolfpackdg.com

PROPOSED GRADING & UTILITY PLAN

FIRST STREET REDEVELOPMENT - LOT 4

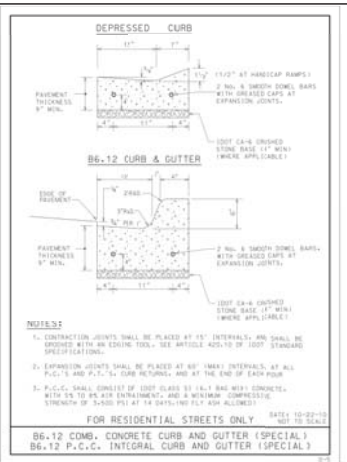
CITY OF ST. CHARLES, ILLINOIS

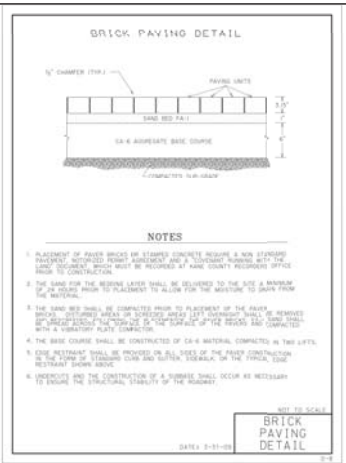
PROJ. MGR.:	PJW
PROJ. ENG.:	KM
DRAWN BY:	KM
DATE:	01-08-19
SCALE:	1"=10'

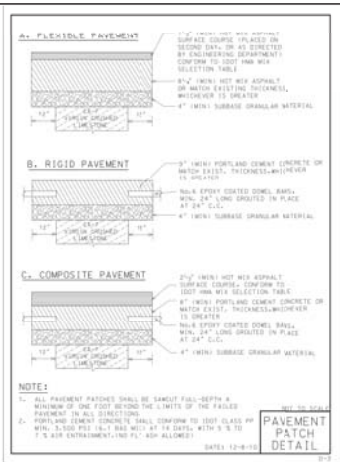
SHEET NO.

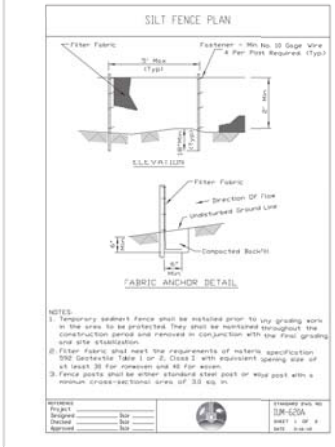
C3.0

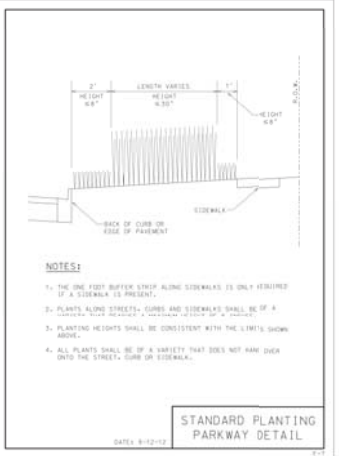
PROJ. NUMBER:

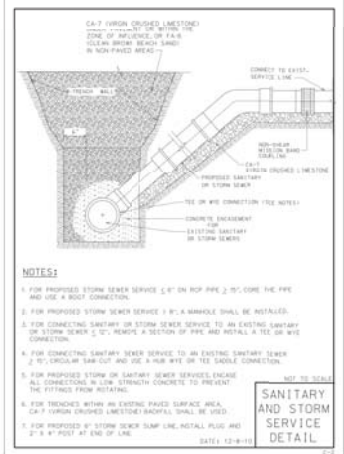


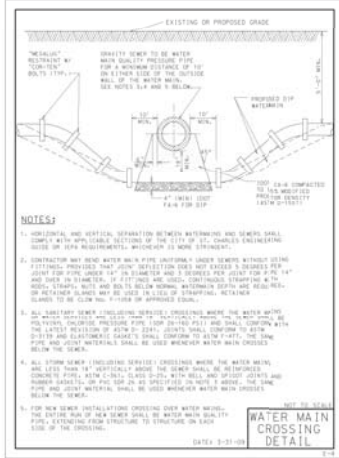


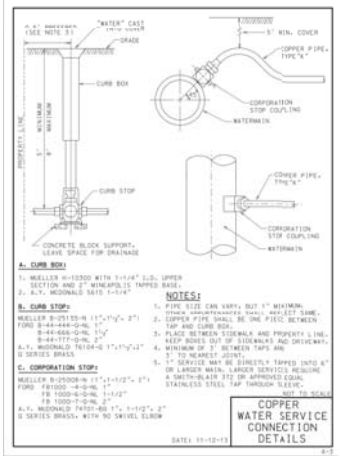


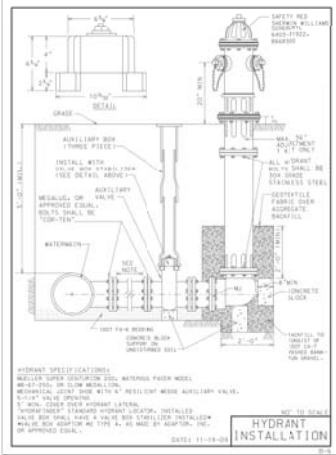


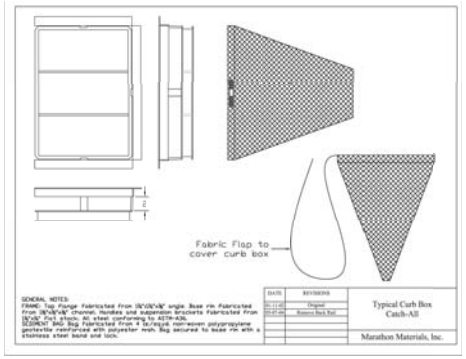


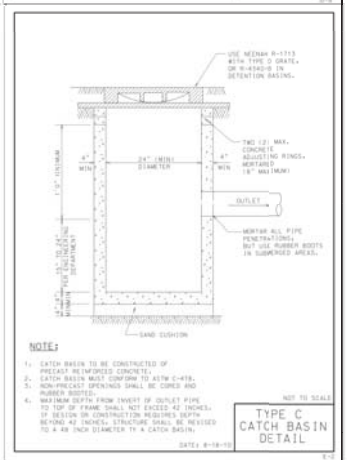












REVISIONS

SUSTAINABLE DESIGN | SUSTAINABLE LIVING

Wolf Pack CONSULTING, LLC

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Land Planning
Land Surveying
Project Entitlements
Stormwater Management

418 South Cass Avenue, Westmont, IL 60559
Office: (630) 964-3117 • wolfpackcg.com

CONSTRUCTION DETAILS

FIRST STREET REDEVELOPMENT - LOT 4

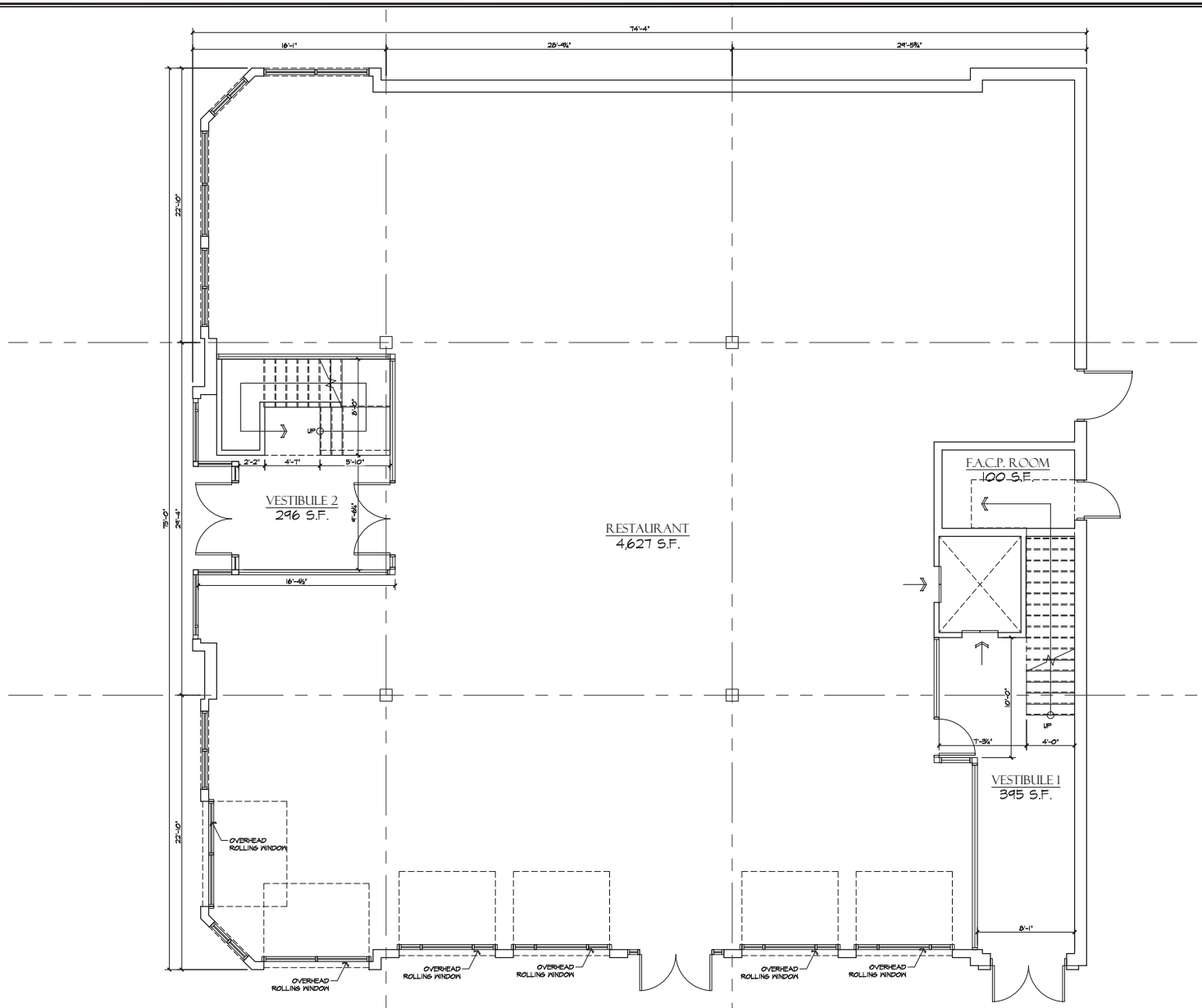
CITY OF ST. CHARLES, ILLINOIS

PROJ. MGR.:	PJW
PROJ. ENG.:	KM
DRAWN BY:	KM
DATE:	01-08-19
SCALE:	N.T.S.

SHEET NO.

C4.0

PROJ. NUMBER:



NORTH

FIRST FLOOR PLAN

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

CODE ANALYSIS:

TOTAL BUILDING COVERAGE (1ST FLOOR): 5,418 S.F.

TENANT SPACE: USE GROUP A-2 ASSEMBLY (RESTAURANT/BAR)

GROSS LEASE AREA SPACE:		
	1ST FLOOR:	4,621 S.F.
	2ND FLOOR:	4,621 S.F.
	ROOFTOP:	4,335 S.F.
		13,832 S.F.

FLOOR AREA PER OCCUPANT: 100 GROSS PER S.F. (BUSINESS)
200 GROSS PER S.F. (KITCHEN)
15 GROSS PER S.F. (ASSEMBLY)

EGRESS CALCULATIONS: (IBC)

GROSS AREA:		
4,621 S.F. / 100 =	44 OCCUPANTS	
7,962 S.F. / 15 =	531 OCCUPANTS	
1,000 S.F. / 200 =	5 OCCUPANTS	
	585 OCCUPANTS	

EGRESS UNITS REQUIRED (STAIRS): 2 MIN.

PROJECT: 18072

FIRST STREET BUILDING #8
NEW CONSTRUCTION
NORTHEAST CORNER OF S. 2ND ST. & ILLINOIS ST. ST. CHARLES, IL 60174

BATIR ARCHITECTURE, LTD.
112 E. MAIN ST. SUITE 220, ST. CHARLES, IL 60174
PHONE: 630-513-5109 FAX: 630-513-5919
WWW.BATIRARCHITECT.COM

FIRST FLOOR PLAN

ISSUED:
01-08-2019
DATE OF PREPARATION

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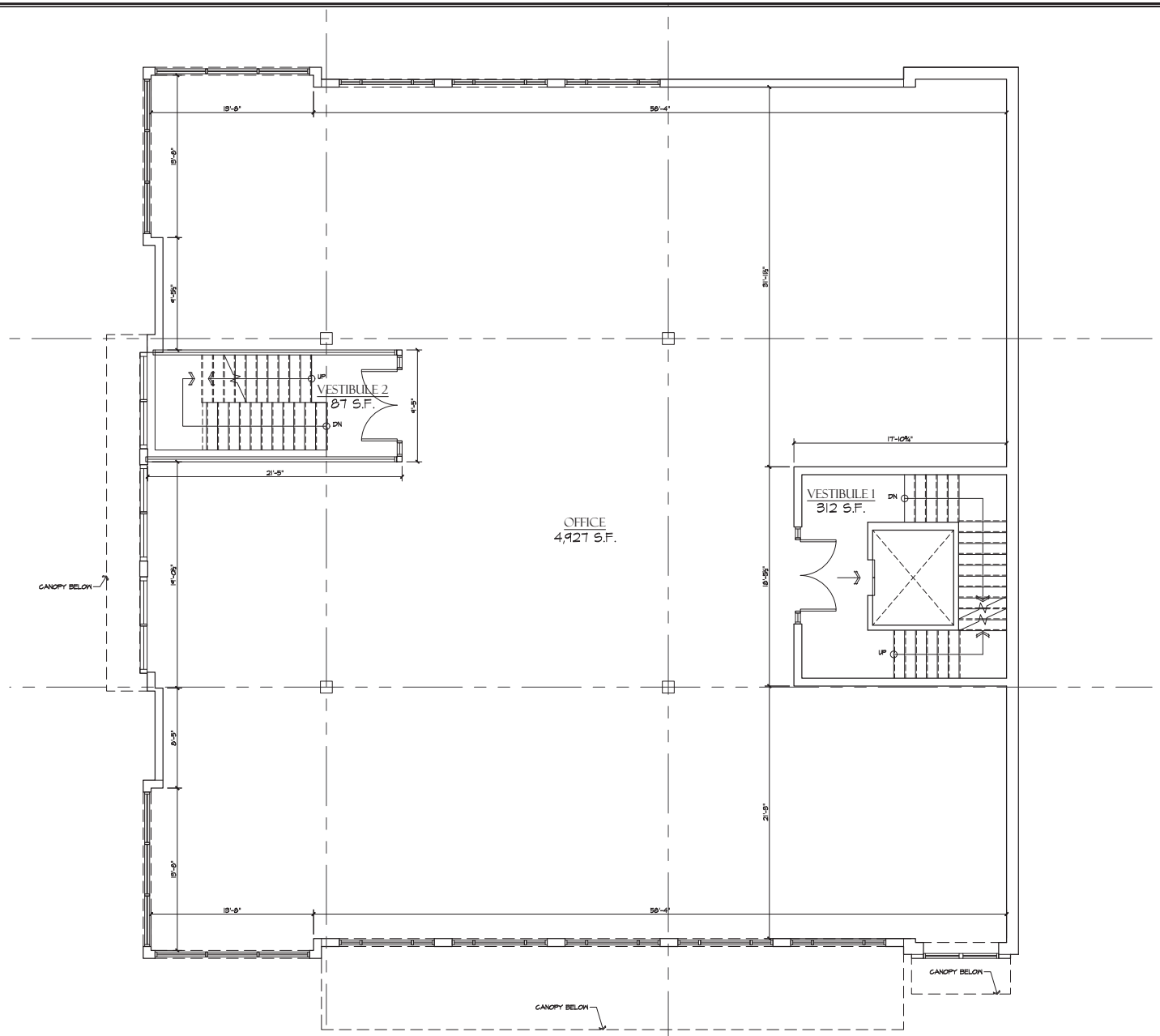
SCALE
1/4" = 1'-0"
UNLESS NOTED OTHERWISE

A201



SECOND FLOOR PLAN

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

CODE ANALYSIS:

TOTAL BUILDING COVERAGE (1ST FLOOR): 5,418 S.F.

TENANT SPACE: USE GROUP A-2 ASSEMBLY (RESTAURANT/BAR)

GROSS LEASE AREA SPACE:		
	1ST FLOOR:	4,821 S.F.
	2ND FLOOR:	4,821 S.F.
	ROOFTOP:	4,335 S.F.
		13,932 S.F.

FLOOR AREA PER OCCUPANT: 100 GROSS PER S.F. (BUSINESS)
200 GROSS PER S.F. (KITCHEN)
15 GROSS PER S.F. (ASSEMBLY)

EGRESS CALCULATIONS: (IBC)

GROSS AREA:		
4,927 S.F. / 100 =	44 OCCUPANTS	
7,962 S.F. / 15 =	531 OCCUPANTS	
1,000 S.F. / 200 =	5 OCCUPANTS	
	585 OCCUPANTS	

EGRESS UNITS REQUIRED (STAIRS): 2 MIN.

PROJECT:
18072

FIRST STREET BUILDING #8
NEW CONSTRUCTION
NORTHEAST CORNER OF S. 2ND ST. & ILLINOIS ST. ST. CHARLES, IL 60174

BATIR ARCHITECTURE, LTD.
1121 E. MAIN ST. SUITE 220, ST. CHARLES, IL 60174
PHONE: 630-513-5109 FAX: 630-513-5919
WWW.BATIRARCHITECT.COM

SECOND FLOOR PLAN

ISSUED:
01-08-2019
DATE OF PREPARATION

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SCALE
1/4" = 1'-0"
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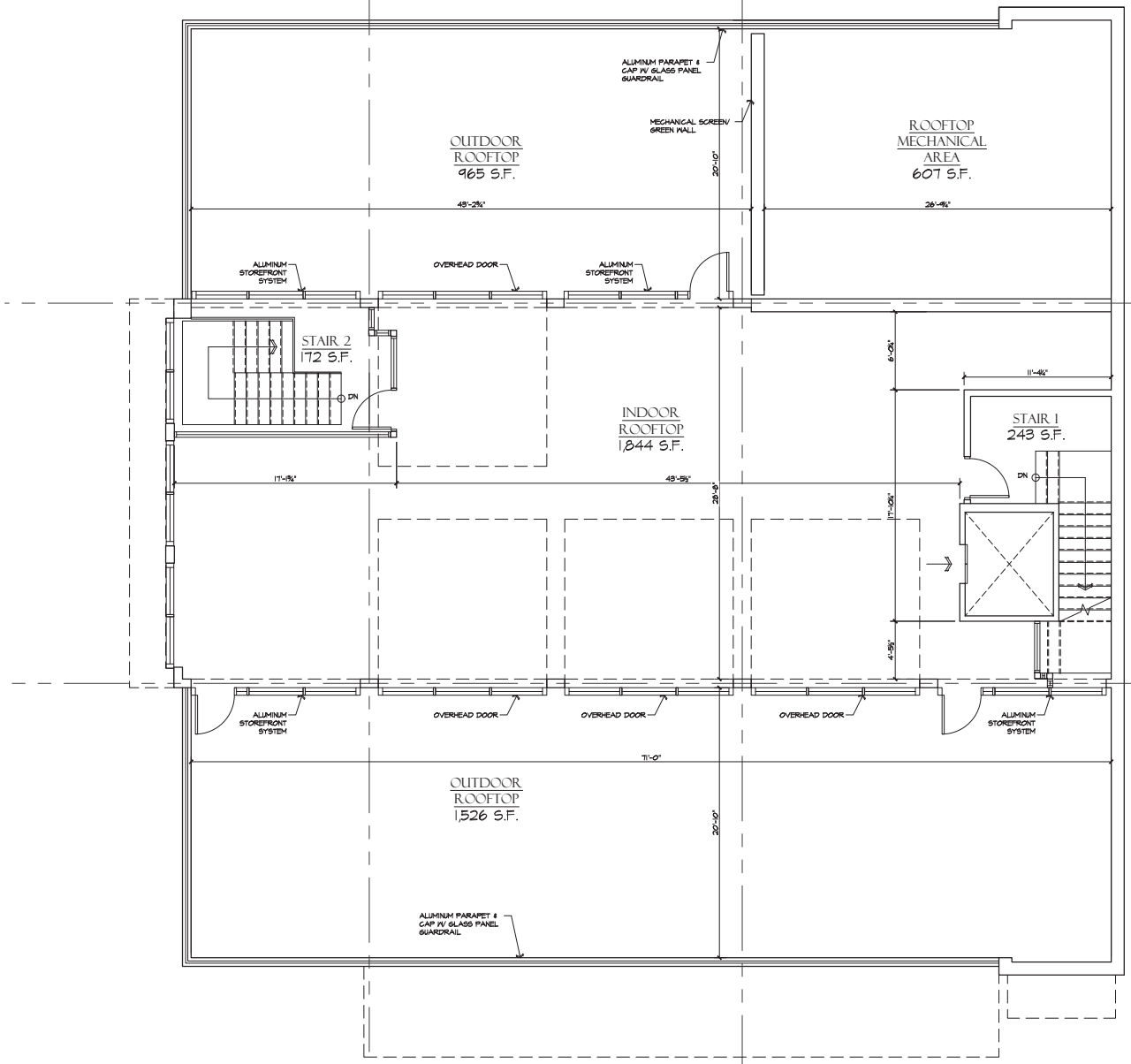
A202



ROOFTOP PLAN

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

NORTH

CODE ANALYSIS:

TOTAL BUILDING COVERAGE (1ST FLOOR): 5,418 S.F.

TENANT SPACE: USE GROUP A-2 ASSEMBLY (RESTAURANT/BAR)

GROSS LEASE AREA SPACE:		
	1ST FLOOR:	4,821 S.F.
	2ND FLOOR:	4,421 S.F.
	ROOFTOP:	4,335 S.F.
		13,832 S.F.

FLOOR AREA PER OCCUPANT: 100 GROSS PER S.F. (BUSINESS)
200 GROSS PER S.F. (KITCHEN)
15 GROSS PER S.F. (ASSEMBLY)

EGRESS CALCULATIONS: (IBC)

GROSS AREA:		
4,421 S.F. / 100 =	44 OCCUPANTS	
7,962 S.F. / 15 =	531 OCCUPANTS	
1,000 S.F. / 200 =	5 OCCUPANTS	
	585 OCCUPANTS	

EGRESS UNITS REQUIRED (STAIRS): 2 MIN.

PROJECT: 18072

FIRST STREET BUILDING #8
NEW CONSTRUCTION
NORTHEAST CORNER OF S. 2ND ST. & ILLINOIS ST. ST. CHARLES, IL 60174

BATIR ARCHITECTURE, LTD.
1121 E. MAIN ST. SUITE 220, ST. CHARLES, IL 60174
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ROOFTOP PLAN

ISSUED:
01-08-2019
DATE OF PREPARATION

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SCALE
1/4" = 1'-0"
UNLESS NOTED OTHERWISE

A203

Building 8 - West Elevation

Scale: 1/4" = 1'-0" SOUTH 2nd STREET

Building 8 - South Elevation

Scale: 1/4" = 1'-0" ILLINOIS STREET

PROJECT: 18072

FIRST STREET BUILDING #8
NEW CONSTRUCTION
NORTHEAST CORNER OF S. 2ND ST. & ILLINOIS ST., ST. CHARLES, IL 60174

BÂTIR
BATIR ARCHITECTURE, LTD.
1121 E. MAIN ST. SUITE 220, ST. CHARLES, IL 60174
PHONE: 630-513-5100 FAX: 630-513-5919
WWW.BATIRARCH.COM

WEST & SOUTH
BUILDING ELEVATIONS

ISSUED:
01-08-2019
DATE OF PREPARATION

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SCALE
1/4" = 1'-0"
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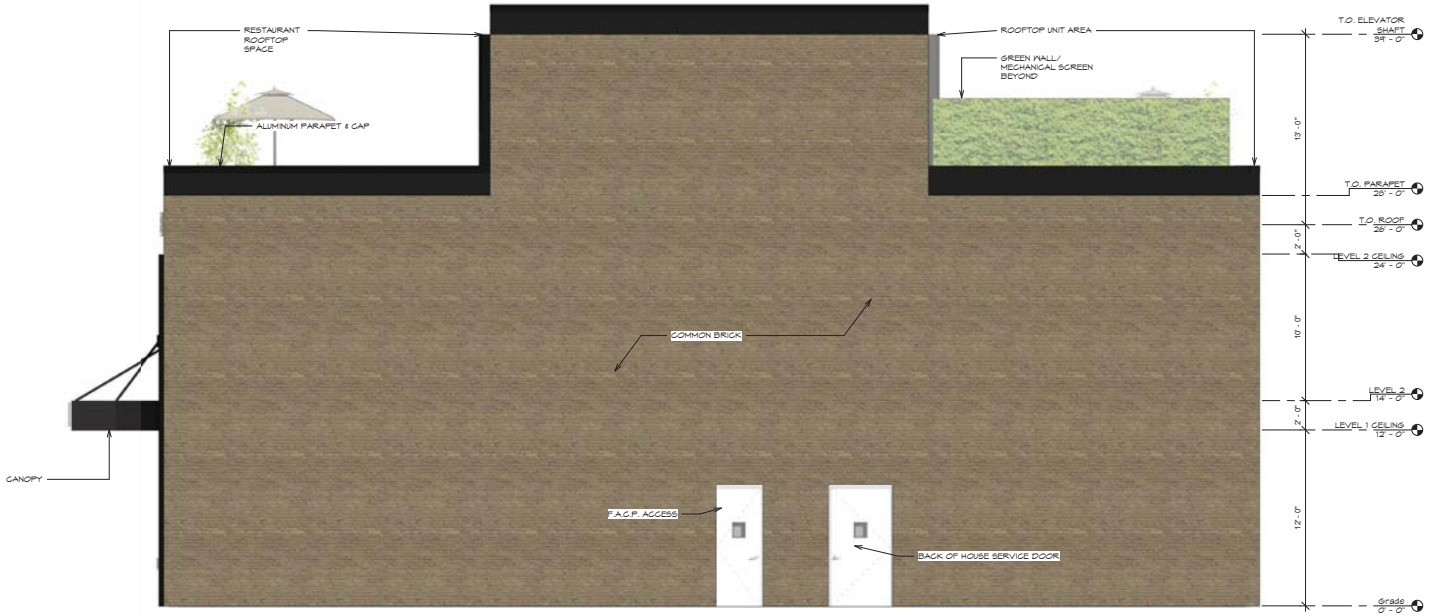
A301



Building 8 - East Elevation

Scale: 1/4" = 1'-0"

Building 8 - North Elevation

Scale: 1/4" = 1'-0"

PROJECT: 18072

FIRST STREET BUILDING #8
NEW CONSTRUCTION
NORTHEAST CORNER OF S. 2ND ST. & ILLINOIS ST., ST. CHARLES, IL 60174

BÂTIR
BATIR ARCHITECTURE, LTD.
1121 E. MAIN ST. SUITE 220, ST. CHARLES, IL 60174
PHONE: 630-513-5100 FAX: 630-513-5919
WWW.BATIRARCH.COM

EAST & NORTH BUILDING ELEVATIONS

ISSUED:
01-08-2019
DATE OF PREPARATION

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SCALE
1/4" = 1'-0"
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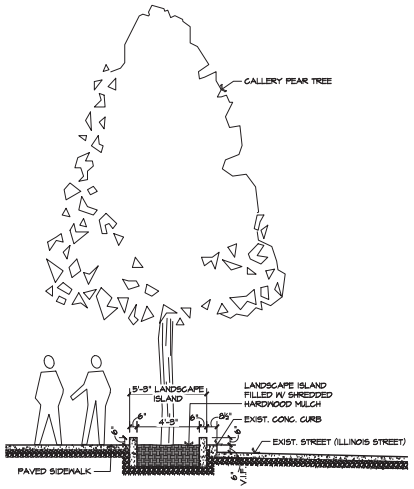
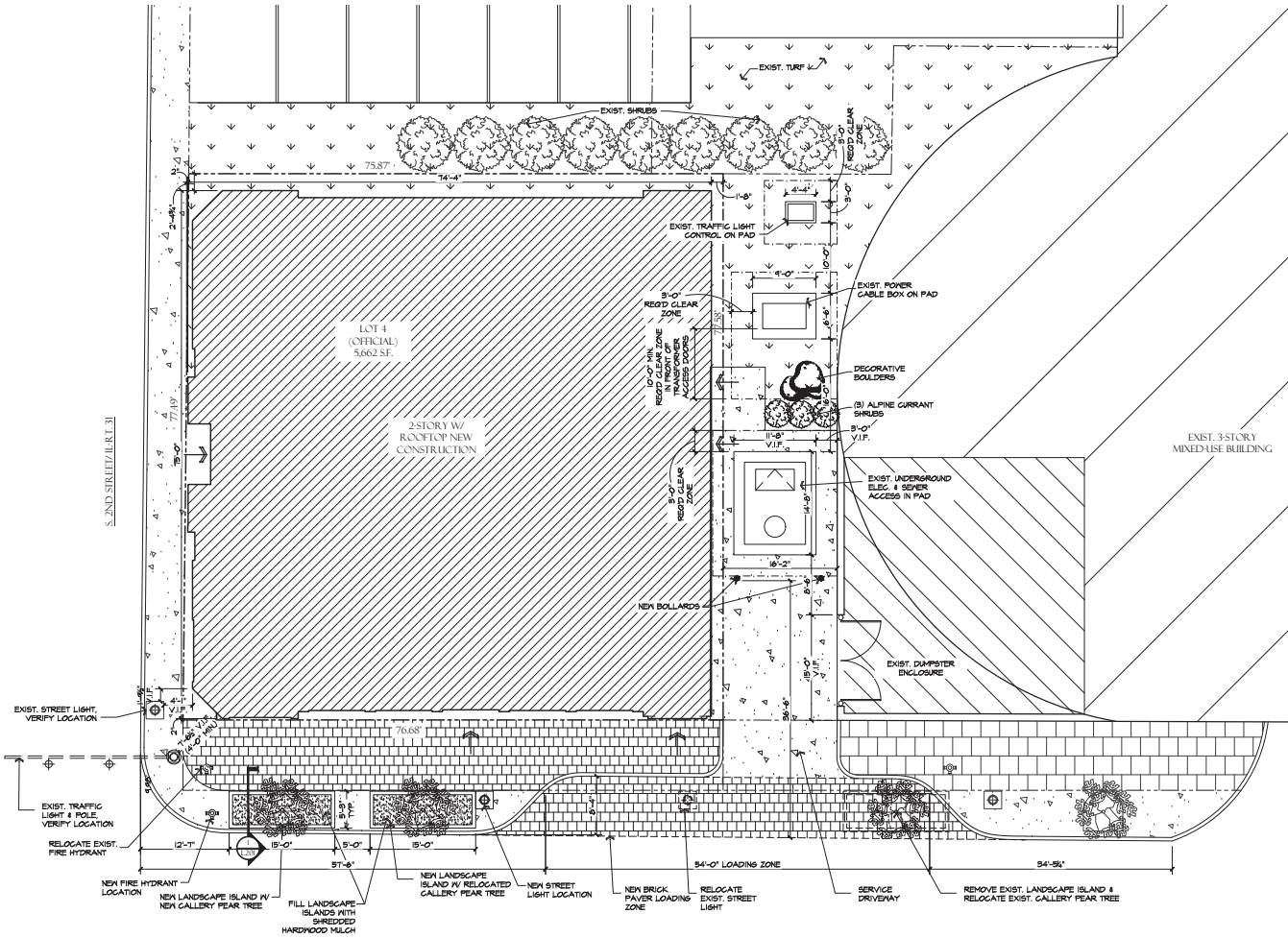
A302



1 LANDSCAPE ISLAND SECTION

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

NOTE: SECTION IS A SCHEMATIC REPRESENTATION. EXISTING CONDITIONS TO BE VERIFIED IN FIELD.



LANDSCAPE & ARCHITECTURAL SITE PLAN

SCALE: 1/8"=1'-0"

NORTH

CBD-1 LANDSCAPE PLAN REGULATIONS (PER CITY OF ST. CHARLES):

PERCENT OF LANDSCAPED AREA REQ'D:	NO MINIMUM REQUIREMENT
PROPOSED LANDSCAPED AREA:	204 S.F.

LANDSCAPE PLAN GENERAL NOTES:

1. ALL SHADE TREES SHALL HAVE A MIN. TRUNK SIZE AT PLANTING OF 2-1/2" TO 3" IN CALIPER AT PLANTING, UNLESS OTHERWISE SPECIFIED. MIN. CALIPER SHALL BE MEASURED 6" ABOVE GRADE.
2. ALL SHRUBS SHALL HAVE A MIN. HEIGHT OF 24" AT PLANTING.
3. PLANTING BEDS SHALL BE MULCHED WITH SHREDDED HARDWOOD MULCH, UNLESS OTHERWISE SPECIFIED.
4. ALL TRAFFIC LIGHT POLES & FIRE HYDRANT LOCATIONS TO BE VERIFIED IN FIELD.

PLANTING LIST & LEGEND:

GALLERY PEAR TREE (Pyrus calleryana)
INSTALLATION SIZE:
CALIPER SIZE: 2" MIN. AT PLANTING
HEIGHT: ~25'-0"
QUANTITY: 2
(SEE PLAN FOR NEW/EXIST.)

ALPINE CURRANT SHRUB (Ribes alpinum)
INSTALLATION SIZE:
HEIGHT: 24" MIN. AT PLANTING
QUANTITY: 3

SHREDDED HARDWOOD MULCH

TURF GRASS

PROJECT: 18072

FIRST STREET BUILDING #8
NEW CONSTRUCTION
NORTHEAST CORNER OF S. 2ND ST. & ILLINOIS ST., ST. CHARLES, IL 60174

BATIR ARCHITECTURE, LTD.
122 E. MAIN ST. SUITE 220, ST. CHARLES, IL 60174
PHONE: 630-513-5198 FAX: 630-513-5919
WWW.BATIRARCH.COM

LANDSCAPE & ARCHITECTURAL SITE PLAN

ISSUED:
01-08-2019
DATE OF PREPARATION

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SCALE
1/4" = 1'-0"
UNLESS NOTED OTHERWISE

L201

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: 4d-2
	Title:	Recommendation to approve a Redevelopment Agreement with STC Lot 4, LLC regarding First Street Building #8
	Presenter:	Russell Colby

Meeting: Planning & Development Committee	Date: March 11, 2019	
Proposed Cost: N/A	Budgeted Amount: N/A	Not Budgeted: ☐

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

Following the issuance of a Request for Proposals (RFP), in December 2018 the City entered into a Memorandum of Understanding to designate Frontier Development, LLC as the developer for First Street Building #8, to be located on the City-owned lot at the northeast corner of 2nd St./Rt. 31 & Illinois St. Frontier subsequently established STC Lot 4, LLC as the developer entity for the project.

Staff and the City Attorney have been working with the developer and their attorney to draft a Redevelopment Agreement (RDA). The draft document is attached. The significant business terms are similar to what was presented in December:

- Conveyance of the property to the developer.
- Waiver/reimbursement of permit and zoning fees for the project (Estimated at approximately: $5,000 for zoning approvals, $15,000 for shell building permit fees)
- Developer is responsible for constructing streetscape improvements per the plans.

Project schedule:

- 60 day investigation contingency period for the developer following execution of the RDA.
- Projected closing date of Sept. 2, 2019.
- 60 day period to begin construction following conveyance of the property after Sept. 2, 2019.
- Projected completion date of April 1, 2020.

In accordance with the requirements of the state TIF statute, the City has published a noticed regarding the intent to transfer the property for development and providing the opportunity for alternate proposals or bids to be submitted before a March 15 deadline, prior to the anticipated March 18 City Council consideration of the RDA.

Attachments (*please list*)**:**
Draft Redevelopment Agreement

Recommendation/Suggested Action (*briefly explain*)**:**
Recommendation to approve a Redevelopment Agreement with STC Lot 4, LLC regarding First Street Building #8

v5 SRD 3/1/2019

CITY OF ST. CHARLES
REDEVELOPMENT AGREEMENT
(Building 8, First Street Redevelopment Project)

This Redevelopment Agreement ("*Agreement*") is entered into this _____ day of March, 2019 ("*Effective Date*") between STC Lot 4, LLC, an Illinois limited liability company (the "*Developer*"), and the CITY OF ST. CHARLES, ILLINOIS, an Illinois home rule municipal corporation (the "*City*") (the Developer and the City are collectively referred to as the "*Parties*").

RECITALS:

A. **WHEREAS**, the City is a home rule unit of government in accordance with Article VII, Section 6, of the 1970 Illinois Constitution; and

B. **WHEREAS**, the City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the City and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to increase additional tax revenues realized by the City, to foster increased economic activity within the City, to increase employment opportunities within the City, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and to otherwise further the best interests of the City; and

C. **WHEREAS**, the City has undertaken a program for the redevelopment of certain property within the City, pursuant to the "Tax Increment Allocation Redevelopment Act," 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the "*Act*"); and

D. **WHEREAS**, acting pursuant to the Act and after giving all notices required by law and after conducting all public hearings and meetings required by law, the City created a Redevelopment Project Area commonly known as the " First Street Redevelopment Project Area," as amended (the "*Redevelopment Project Area*") by (i) Ordinance No. 2002-M-13, adopted March 18, 2002, approving a Redevelopment Plan and Project, as amended (the "*Redevelopment Plan*"), (ii) Ordinance No. 2002-M-14, adopted March 18, 2002, designating a Redevelopment Project Area, as amended, and (iii) Ordinance No. 2002-M-15, adopted March 18, 2002, confirming Tax Increment Financing for the Project Area, as amended (collectively, the *"TIF Ordinances"*); and

E. **WHEREAS**, the City has the authority to promote the health, safety and welfare of its inhabitants, to prevent the onset of blight while instituting conservation measures, and to encourage private development in order to enhance the local tax base, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes; and

F. **WHEREAS**, the City is authorized to enter into this Agreement pursuant to the Act, the City's authority as a home rule municipal unit of government and other applicable statutory and constitutional authority; and

G. **WHEREAS**, the City is the owner of the property legally described in Exhibit A, attached hereto (the "*Redevelopment Property*"); and

H. **WHEREAS**, the Redevelopment Property is located within the City and within the Redevelopment Project Area; and

I. **WHEREAS**, the Developer, in response to requests for development proposals issued by the City, proposes to acquire and develop the Redevelopment Property with a two (2) story mixed use office/retail structure, and related streetscape improvements, substantially in conformance with the Final Plans (as hereinafter defined) to be prepared by the Developer and approved by the City and as further described in this Agreement ("Project"); and

J. **WHEREAS**, the City and the Developer entered into a certain Memorandum of Understanding, dated December 17, 2018, wherein (i) the City appointed the Developer as the exclusive developer to re-develop the Redevelopment Property, (ii) authorized the Developer to apply for securing any and all necessary entitlement approvals for the Project, and (iii) authorized the negotiation of this Agreement; and

K. **WHEREAS**, the City has agreed, in reliance on the Developer's expertise in similar project development and commitment to construct the Project, to convey the Redevelopment Property to the Developer as specifically set forth in this Agreement; and

L. **WHEREAS**, on _____, 2019, pursuant to Section 11-74.4-4(c) of the Act, the City published a notice requesting alternate proposals for the redevelopment of the Redevelopment Property and did place a draft of this Agreement on file for review in the Office of the City Clerk; and

M. **WHEREAS**, the City did not receive any alternate proposals for the redevelopment of the Redevelopment Property; and

N. **WHEREAS**, the corporate authorities of the City have determined: (i) that the development and construction of the Project would be, in all respects, consistent with and in furtherance of the Redevelopment Plan, (ii) the completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement, and (iii) as a direct benefit of this Agreement and the contemplated development and construction of the Project, the equalized assessed value of the Property and the Redevelopment Project Area will increase; and

O. **WHEREAS**, this Agreement has been submitted to the corporate authorities of the City for consideration and review, the corporate authorities of the City have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the City according to the terms hereof, and any and all actions of the corporate authorities

of the City precedent to the execution of this Agreement have been undertaken and performed in the manner required by law; and

P. **WHEREAS**, this Agreement has been submitted to the Developer for consideration and review, and the Developer has taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Developer according to the terms hereof, and any and all actions precedent to the execution of this Agreement by the Developer have been undertaken and performed in the manner required by law.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS. The statements, representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1. The exhibits referred to in this Agreement which are attached to or incorporated into it by textual reference are incorporated by reference into and made a part of this Agreement. The Parties acknowledge the accuracy and validity of those exhibits.

2. DEFINITIONS. For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, including above in the recitals hereto and as follows:

"*Change in Law*" means the occurrence, after the Effective Date, of an event described below, provided (i) such event materially changes the costs or ability of the Party relying thereon to carry out its obligations under this Agreement or otherwise necessitates changes to the Project and (ii) such event is not caused by the Party relying thereon:

> Change in Law means any of the following: (i) the enactment, adoption, promulgation or modification of any federal, state, county or local law, ordinance, code, rule or regulation; (ii) the order or judgment of any federal or state court, administrative agency or other governmental body; or (iii) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency. Change in Law, for purposes of this Agreement, shall also include the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the Project under this Agreement.

"*Final Plans*" means (i) the preliminary planned unit development plans and elevations for the Project as approved by the City and attached hereto as Exhibit B and made a part hereof ("*Approved PUD Plans*"), and (ii) the final construction plans and specifications containing the detailed plans for the Project (in its entirety, including all public and private improvements and not merely the building(s) themselves) as approved by the City prior to the issuance of any

building or other permits for the Project, and any amendments thereto as approved by the Developer and the City.

"*Person*" means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.

"*State*" means the State of Illinois.

"*Substantial Completion*" means the completion of the Project pursuant to the Final Plans, exclusive of any tenant improvements, interior finishes and open "punch list" items as evidenced by the delivery by Developer of a certificate signed by the Developer's architect or project manager certifying that the Project is substantially complete and subject to the reasonable approval of the City.

"*Uncontrollable Circumstance*" means any event which:

(a) is beyond the reasonable control of and without the fault of the Party relying thereon; and

(b) is one or more of the following events:

(i) A Change in Law;

(ii) Insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade;

(iii) Epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary or ordinary weather conditions or other similar act of God;

(iv) Third party litigation challenging the authority of the TIF Ordinances or the effectiveness of this Agreement;

(v) Governmental condemnation or taking or unreasonable delay in reviewing and issuing applicable permits;

(vi) Strikes or labor disputes, or work stoppages not initiated by the Developer;

(vii) Shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement;

(viii) Unknown or unforeseeable geo-technical or adverse environmental conditions or environmental regulatory action regarding the Project;

(ix) Major environmental disturbances;

(x) Vandalism; or

(xi) Terrorist acts.

Uncontrollable Circumstance shall not include: economic hardship; unavailability of materials (except as described in b (vii) above); or a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstances as to the contractor).

For each day that the City or the Developer is delayed by an Uncontrollable Circumstance, the dates set forth in this Agreement shall be extended by one (1) day for each day of the resulting delay.

"*City Code*" means the City of St. Charles City Code, as amended from time to time, and all other ordinances, rules and regulations of the City.

3. CONSTRUCTION. This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

A. Definitions include both singular and plural.

B. Pronouns include both singular and plural and cover all genders.

C. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

D. Headings of Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

E. All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement.

F. Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.

G. The City Administrator, or the City Administrator's designee, unless applicable law requires action by the corporate authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and

other actions required that are ministerial in nature or described in this Agreement for and on behalf of the City and with the effect of binding the City as limited by and provided for in this Agreement. The Developer and the City are entitled to rely on the full power and authority of the Persons executing this Agreement on behalf of the Developer and the City as having been properly and legally given by the Developer or the City, as the case may be.

H. In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by the Developer in a different manner, the Developer hereby designates Curt and/or Conrad Hurst, individually or their respective designee as authorized representative, each of whom shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of the Developer and with the effect of binding the Developer in that connection (either such individual being an "*Authorized Developer Representative*"). The Developer shall have the right to change its authorized Developer Representative by providing the City with written notice of such change, which notice shall be sent in accordance with Section 15.2.

4. DEVELOPMENT OF THE REDEVELOPMENT PROPERTY.

Section 4.1. Project Schedule. The City and the Developer agree that the Developer's development and construction of the Project will be undertaken in accordance with the Project Schedule attached hereto as Exhibit C and made a part hereof ("*Project Schedule*"). The Parties acknowledge that the Project Schedule is based on the Parties' best understanding of the Project and related milestones as of the Effective Date. The Parties may amend the Project Schedule as necessary to ensure that it accurately reflects the key milestones in the development and construction of the Project, and the Parties specifically agree that the milestone dates may be mutually extended by the Parties. Each Party agrees that such extensions shall not be solely based upon the existence of Uncontrollable Circumstances and shall not be unreasonably withheld for the purpose of amending the Project Schedule.

Section 4.2. Construction of Public Improvements. Subject to the conditions and terms set forth in this Agreement, the City approves and designates the Developer to construct those public improvements, if any, at Developer’s cost, as represented on the Final Plans. The Final Plans, together with all general engineering plans for the Project, shall depict all public improvements, if any, including utility improvements, curbs and gutters, sidewalks, and streetscape, as required and approved by the City (collectively, the "*Public Improvements*"). All Public Improvements shall be constructed and/or installed in accordance with the Final Plans and the City Code as it exists at the time of filing of the application for the permit for the issuance of the building permit for the Project. The Developer in construction of all Public Improvements shall follow such procedures as shall be required by the City Code.

5. CITY REDEVELOPMENT PROPERTY CONVEYANCE.

Section 5.1. Redevelopment Property. Subject to the City's satisfaction or waiver of the conditions precedent of this Agreement, and payment by the Developer to the City at closing of the Redevelopment Property of the nominal sum of Ten Dollars ($10.00) ("*Purchase Price*"), the City will convey the Redevelopment Property to the Developer in the manner set forth herein and so that the Developer is able to build and complete and operate the Project. The conveyances of the Redevelopment Property as generally described in this Section and provided in this Agreement shall be undertaken in accordance with the closing date described in the Project Schedule and the other applicable provisions of this Agreement. The conveyance of the Redevelopment Property under this Agreement shall be as follows:

A. Closing Contingencies. The City currently holds title to the Redevelopment Property. So long no Event of Default exists with regard to the Developer hereunder beyond dates for cure as permitted herein, the City agrees, subject to the terms and conditions in this Agreement, to convey the City Redevelopment Property to the Developer, conditioned upon the following (the "*Closing Contingencies*"):

(i) pursuant to the Final Plans, the Developer has secured any and all zoning entitlements, variances, subdivision approvals, and permits from the City, state, county and any other regulatory body required to commence construction of the Project;

(ii) at Closing, the Developer will open and record its Construction Loan (as defined herein), which shall be open for funding upon customary disbursement procedures and sufficient in amount, when added to the upfront equity of the Developer (the "*Developer Equity Contribution*") to complete construction of the Project, as reasonably determined by the City; and

(iii) the Developer has provided the City with satisfactory written evidence of the full investment of the Developer Equity Contribution.

B. Developer's Investigation Contingency. For a period of sixty (60) days after the Effective Date (the "*Investigation Contingency Period*"), this Agreement is contingent upon the Developer, at its sole cost and expense, having the right to conduct, or cause to be conducted, any reviews, inspections, investigations, appraisals, evaluations and tests of the Redevelopment Property that the Developer deems necessary or desirable (collectively, the "*Investigations*").

C. Developer's Right to Terminate. The Developer shall have the right to terminate this Agreement upon notification to the City on or prior to the termination of the Inspection Period that, in the Developer's sole discretion, the results of the Investigations are not satisfactory to the Developer.

Section 5.2. Title Commitment. Within fifteen (15) days after the Effective Date, City will deliver to Developer a commitment for an owner's title insurance policy (2006 Form B), with extended coverage (the "*Title Commitment*") issued by Chicago Title Insurance Company (the "*Title Company*") in the amount of the Purchase Price, covering title to the Redevelopment Property on or after the Effective Date, showing fee simple title vested in the City, accompanied by all documents and instruments reflected in Schedule B thereto as affecting the Redevelopment Property (the "*Title Documents*").

Section 5.3. Survey. The City has provided its existing survey, if any, of the Redevelopment Property. Within the Investigation Contingency Period, Developer shall obtain, at Developer's sole cost and expense, an ALTA/NSPS Land Title Survey (with Table A options as required by Developer), prepared and certified by a licensed or registered Illinois land surveyor to Developer, the Title Company and Developer's lenders in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (the "*Survey*").

Section 5.4. Correction of Title and Survey Defects. Within fifteen (15) days after receipt of the last of the Title Commitment, Title Documents and Survey, the Developer shall provide to the City in writing a specific list of the Developer's objections to any of them ("*Title Objections*"). Except as set forth below, any item constituting an encumbrance upon or adversely affecting title to the Redevelopment Property which is not objected to by the Developer in writing by such time shall be deemed approved by the Developer and shall constitute a Permitted Exception (as hereinafter defined). Any mortgages, security interests, financing statements, or any other lien recorded against the Redevelopment Property following the Agreement Date with the consent or acquiescence of the City are collectively referred to as the "*Consensual Liens*" and none of such Consensual Liens shall constitute, be or become Permitted Exceptions. The City shall cause all Consensual Liens, if any, to be paid and discharged in full at closing and in the event the City fails to do so, the Developer shall have the right to deduct and apply so much of the Purchase Price as is reasonably required to do so. The phrase "*Permitted Exceptions*" shall mean (i) a blanket easement reservation for public utilities to be recorded at closing for those vacant portions of the Redevelopment Property not encumbered with the Project structures and (ii) those exceptions to title set forth in the Commitment, Title Documents and Survey and accepted or deemed approved by the Developer pursuant to the terms hereof, except Consensual Liens as provided above, which shall not constitute Permitted Exceptions. The City shall have the right, but not the obligation, for a period of twenty-one (21) days after receipt of the Developer's Title Objections (the "*Cure Period*") to cure (or commit to cure at or prior to closing) by delivery of written notice thereof to the Developer within the Cure Period any or all Title Objections contained in the Developer's notice. If any such Title Objections are not cured (or, if reasonably capable of being cured, the City has not committed to cure same at or prior to closing) within the Cure Period, or if the City sooner elects not to cure such Title Objection by written notice to the Developer, the Developer shall have until the earlier of the expiration of the Cure Period or five (5) days after the receipt of such written notice within which to give the City written notice that the Developer elects either (y) to waive all such uncured objections (in which case the uncured objections shall become Permitted Exceptions); or (z) terminate this Agreement. If the Developer does not deliver such written notice within the above period, the Developer shall be deemed to have terminated this Agreement, in which case

neither Party shall have any further obligations to the other hereunder (except any obligations which this Agreement provides survive termination).

Section 5.5. General Title and Survey Provisions. City will pay any fee the Title Company charges for issuing the Title Commitment, including any date down fee, and will also pay the premium the Title Company charges for the Owner's title insurance policy, with extended coverage, and any endorsements needed to insure over Title Objections, Consensual Liens and other matters not constituting Permitted Exceptions. City will also pay any separate title examination charges and the recording fees for any mortgage or other encumbrance releases. Developer will pay all loan policy premiums and recording fees for the deed conveying the Property and Developer's mortgage documents, and all other title insurance endorsements that Developer requests.

Section 5.6. Conveyance. Subject to the satisfaction of all of the Closing Contingencies, the City shall convey to the Developer merchantable, insurable, fee simple title to the Redevelopment Property by Special Warranty Deed. The conveyance of the Redevelopment Property shall be closed through a New York style deed and money escrow with the Title Company serving as escrow agent. The City and the Developer will execute the standard form of New York style deed and money escrow instructions then in use by the Title Company, modified as necessary to conform to the terms of this Agreement. The attorneys for the City and the Developer are authorized to execute the escrow agreement and amendments thereto and all directions or communications thereto, as well as any other documents necessary to effectuate the conveyance of the Redevelopment Property. All fees and costs of the escrow shall be split equally between the City and the Developer. The Developer shall have the right to possession thereof at the time of closing or conveyance. All assessments, general or special, which are due and payable in arrears after the closing, and assessments for improvements completed prior to such closing but payable after such closing shall be prorated at such closing. Ad valorem real estate taxes for the Redevelopment Property, if not otherwise exempt, will be prorated at 105% of the most current available assessed value, equalization factor and tax rate between the Developer and the City as of the closing date. The City's portion of the prorated taxes will be credited to the Developer at closing as an adjustment to the Purchase Price. If the assessment(s) for the year of closing and/or prior years are not known at the closing date, the prorations will be based on taxes for the previous tax year. Such other items that are customarily prorated in transactions of this nature, if any, shall be ratably prorated. For purposes of calculating prorations, the Developer shall be deemed to be in title to the Redevelopment Property on the closing date. All such prorations shall be made on the basis of the actual number of days of the year and month, which shall have elapsed as of such closing date. The amount of the ad valorem real estate tax proration shall be adjusted in cash after such closing as and when the final tax bill for such period(s) becomes available. The City and the Developer agree to cooperate and use their diligent and good faith efforts to make such adjustments no later than sixty (60) days after such information becomes available.

Section 5.7. Closing. At closing, the City and/or the Developer, as is customary, shall deliver or cause to be delivered the following, in form and substance reasonably acceptable to the Parties:

A. A Special Warranty Deed, executed by the City, in recordable form, conveying the Redevelopment Property to the Developer;

B. An Affidavit of Title and ALTA Statement;

C. A title policy (or "marked up" title commitment) issued by the Title Company dated as of the date of closing in the nominal amount of One Hundred Thousand Dollars ($100,000.00), with extended coverage, at the City's cost, and such endorsements as the Developer shall require, at the Developer's cost, and said title policy or "marked up" commitment shall be otherwise in accordance with the requirements herein (it being understood that both Parties will provide any certificate or undertakings required in order to induce the Title Company to insure for any "gap" period resulting from any delay in recording of documents or later-dating the title insurance file);

D. Public utility easements, as provided for in Section 5.4(ii) above;

E. Completed City, State and County Transfer Declarations marked exempt;

F. Reconveyance Special Warranty Deed ("*Reconveyance Deed*") executed by the Developer to the City, to be held in escrow by the Title Company (the "*Reconveyance Escrowee*"), providing for the reconveyance to the City or the release of the Reconveyance Deed to Developer as provided for in Section 5.7I of this Agreement; and

G. Such other documents and instruments as may reasonably be required by the Title Company and which may be necessary to consummate this transaction and to otherwise effect the agreements of the Parties hereto.

H. In the event of a failure to close the sale of the Redevelopment Property on or before the earlier of December 31, 2019 or thirty (30) days after the satisfaction of the latest to occur of the Closing Contingencies, whichever is earlier, either Party shall, by written notice to the other, have the right to terminate this Agreement.

I. Within sixty (60) days following the conveyance by the City of the Redevelopment Property, the Developer shall commence construction of the structural improvements (*i.e.*, pouring of footings) for the Project ("*Developer Commencement*"). If the Developer fails to comply with either of the requirements set forth in the previous sentence, the City shall have the option, in addition to any and all remedies available to it under this Agreement, exercise upon written notice to the Developer, to have the Redevelopment Property, together with any improvements thereon, if any, reconveyed to the City for no consideration and with no claim against the City for work performed by the Developer on the Redevelopment Property, which shall be at Developer's sole cost and expense, free and clear of any liens and encumbrances created by the act or default of the Developer, with taxes, water, sewer and other utility charges prorated as of the date of such reconveyance, and/or terminate this Agreement. Upon Developer Commencement, and upon inspection and confirmation by the City, the City shall provide its written

direction to the Reconveyance Escrowee to release the Reconveyance Deed to or at the direction of the Developer.

J. Upon written request by Developer, and providing the City with evidence of its commercially diligent effort to comply with any of the time requirements as set forth herein, the City may extend any of the time requirements, such grant of extension not to be unreasonably withheld, conditioned or delayed. Time periods resulting from delays attributable to Uncontrollable Circumstances shall be extended as set forth herein.

Section 5.8. AS-IS Condition. This Agreement is an arms-length agreement between the Parties. Except as expressly provided herein to the contrary, the conveyance of the Redevelopment Property to the Developer is "as is, where is" and reflects the agreement of the Parties that there are no representations, disclosures, or express or implied warranties. **SUBJECT TO THE TERMS OF THIS AGREEMENT, THE DEVELOPER IS PURCHASING THE REDEVELOPMENT PROPERTY AND, EXCEPT AS SET FORTH HEREIN, THE REDEVELOPMENT PROPERTY SHALL BE CONVEYED AND TRANSFERRED TO THE DEVELOPER "AS IS, WHERE IS, AND WITH ALL FAULTS," AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF THE CITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING EXCEPT AS SET FORTH HEREIN, THE CITY HAS NOT MADE, AND DOES NOT AND WILL NOT MAKE WITH RESPECT TO THE REDEVELOPMENT PROPERTY, ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY, BUILDABILITY, MORTGAGEABILITY OR MARKETABILITY OF THE REDEVELOPMENT PROPERTY, OR THE PRESENCE OF HAZARDOUS MATERIALS THEREIN, THEREON, OR THEREUNDER, WHICH WARRANTIES ARE HEREBY DISCLAIMED.**

The Developer has had, and will have pursuant to this Agreement, an adequate opportunity to make such legal, factual and other inquiries and investigations as the Developer deems necessary, desirable or appropriate with respect to the Redevelopment Property. Such inquiries and investigations of the Developer shall be deemed to include, but shall not be limited to, the physical and environmental condition of the Redevelopment Property, the suitability of the Redevelopment Property for the Project, such state of facts as an accurate survey and inspection of the Redevelopment Property would show, and all zoning and other codes, ordinances and regulations of any governmental entity applicable to the ownership, maintenance or operation of the Redevelopment Property.

Section 5.9. City Reports. To the best of its knowledge, the City has delivered or made available to the Developer copies, if any, of all environmental reports, studies or other information relating to the Redevelopment Property that the City has in its files, if any (the "*Reports*"). The City makes no warranties or representations regarding the contents of such

Reports. The Developer hereby unconditionally and irrevocably waives and releases the City from and against any liability or claim related to the Reports and the accuracy or completeness of the information contained therein. The Developer acknowledges that it shall not rely on the Reports or the information contained, and has conducted or shall conduct its own continuing environmental due diligence with respect to all matters and information otherwise relating to the Redevelopment Property and the environmental condition thereof. The City makes no warranties or representations regarding, nor does it indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Redevelopment Property or anywhere within the Redevelopment Project Area of any toxic or hazardous substances of wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("*CERCLA*"), 42 U.S.C. §§ 961-9657, as amended) (collectively, the "*Hazardous Substances*"). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Redevelopment Property, as well as any activity claimed to have been undertaken on or in the vicinity of the Redevelopment Property that would cause or contribute to causing (1) the Redevelopment Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Redevelopment Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("*RCRA*"), 42 U.S.C. § 691 *et seq.*, or any similar state law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, onto or from the Redevelopment Property within the meaning of, or otherwise bring any Redevelopment Property within the ambit of, CERCLA, or any similar state law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, or any similar state law or local ordinance. Further, the City makes no warranties or representations regarding, nor does the City indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Project of any substances or conditions in or on the Redevelopment Property that may support a claim or cause of action under RCRA, CERCLA, or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. The City makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Redevelopment Property, or whether any above or underground tanks have been located under, in or about the Redevelopment Property and have subsequently been removed or filled. The Developer (i) waives and releases any and all claims against the City for indemnification, contribution, reimbursement or other payments arising under federal, state and common law or relating to the environmental condition of the Redevelopment Property, and (ii) holds harmless and indemnifies the City against any and all loss, damage, claims, demands, suits, costs, expenses (including reasonably attorney fees) whatsoever arising or in any way related to the environmental condition and/or remediation of any contamination of the Redevelopment Property.

6. CITY PERMIT AND ZONING APPLICATION COST WAIVED. The City agrees to (i) reimburse any and all City-imposed zoning application fees required by the

Developer for approval of the Project and (ii) reimburse the Developer any and all City permit and inspection fees incurred by the Developer solely for the construction of the building shell for the Project (including the cost of an electric transformer upgrade, if required), to be paid to the Developer within thirty (30) days of substantial completion and issuance of the City's certificate of occupancy, pursuant to the Final Plans; however, specifically, excluding any and all fees, including but not limited to permit, utility connection, license or inspection fees, as may be required for any occupants of the Project.

7. DEVELOPER COMMITMENTS, COVENANTS, REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS. In consideration of the City's substantial commitment to the redevelopment of the Redevelopment Property and its commitments contained in this Agreement, the Developer agrees, represents, warrants and covenants with and to the City as follows and elsewhere in this Agreement:

Section 7.1. Plans and Compliance with Applicable Laws. The Developer shall construct the Project in material conformance with this Agreement, the Final Plans and City Code. The Developer shall at all times acquire, install, construct, operate and maintain the Project in conformance with the City Code. All work with respect to the Project shall conform to all applicable federal, state, and county regulations and ordinances.

Section 7.2. Construction of the Project.

A. The Developer shall apply for, diligently pursue and secure all required permits and approvals for the Project pursuant to the Project Schedule. The City shall cooperate with the Developer in approving necessary City permits after submission of a complete application, which complies in all respects with all applicable laws, ordinances, regulations and this Agreement. Should the City reject any submitted building permit applications for failure to comply with the Final Plans, the Developer shall, within twenty-one (21) business days, or such other reasonable time, after receiving written notice thereof, cause new or corrected documents to be prepared and submitted to the City. This process, within the time frames herein stipulated, shall be repeated as often as may be necessary until the documents are in compliance with the Final Plans and applicable laws and ordinances, except that all submittals after the initial submittal shall be reviewed by the City within such shorter period as may be reasonably practical. Any errors or omissions of the City in the review of and comments provided in response to the submittals shall not constitute a waiver of the application of the City's ordinances and regulations related to the Project.

B. To the extent required and permitted by law, the Developer shall comply with the Prevailing Wage Act (for purposes of this Section, the "Prevailing Wage Act") of the State of Illinois, 820 ILCS 130/0.01 *et seq.*, as amended. The Developer agrees to indemnify, hold harmless, and defend the City, its governing body members, officers, and agents, including independent contractors, consultants and legal counsel, servants and employees thereof ("Indemnified Parties") against all loss, cost, damage, judgments, awards, fines or interest sustained by the Indemnified Parties resulting from any regulatory actions, complaints, claims, suits, liabilities, liens, judgments, including

reasonable attorneys' fees, to the extent caused by noncompliance with the Prevailing Wage Act, including, but not limited to a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3). The indemnification obligations of this Section on the part of the Developer shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, the Developer shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith.

C. The Developer shall grant, dedicate or convey any and all public easements on the Redevelopment Property in order to provide for all required Project Public Improvements, if any, and as may be shown in the Final Plans, including but not limited to rights-of-way, sidewalks, street lights, streetscape, water mains, storm and sanitary sewer mains, gas, electricity, and cable television. The Parties shall coordinate said conveyances with all applicable utility companies and other applicable governmental bodies and/or agencies.

D. The Developer shall prepare, file and secure approval by the City of any and all required plats of consolidation, resubdivision, or vacation as may be required by City Code, or otherwise, to effectuate the terms of this Agreement for the Project.

E. The Developer shall convey by Bill of Sale, free and clear title to any Public Improvements as may be depicted on the Final Plans.

F. In the event the Developer elects to park and stage construction equipment, materials and vehicles other than on the Redevelopment Property, the City shall have the right to reasonably approve such locations. The Developer shall stage its construction of the Project to avoid to the fullest extent possible any such community disruption. During construction, the Developer shall on a daily basis keep all streets immediately adjacent to the Project free of any construction-related debris. Notwithstanding the foregoing, the City shall permit Developer the exclusive right to erect and maintain signage on the Redevelopment Property from and after the Effective Date for the announcement and marketing of the Project. Should this transaction fail to close on or before December 31, 2019, Developer shall thereafter immediately remove its signage. The City shall cause any other signage not attributable to the Project to be removed from the Redevelopment Property.

Section 7.3. Representations, Warranties and Undertakings of the Developer.

A. The Developer hereby represents and warrants that it is an Illinois limited liability company duly organized and existing and in good standing under the laws of the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. The Developer is solvent, able to pay its debts as they mature and financial able to perform all the terms of this Agreement. To the Developer's knowledge, there are no actions at law or similar proceedings which are pending or threatened against the Developer which

would result in any material and adverse change to the Developer's financial condition, or which would materially and adversely affect the level of the Developer's assets as of the date of this Agreement or that would materially and adversely affect the ability of the Developer to proceed with the construction and development of the Project. The Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois limited liability company, so long as the Developer has any obligations pursuant to the terms of this Agreement. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by Developer of this Agreement.

B. Developer hereby represents and warrants that neither the execution and delivery of this Agreement by the Developer, the consummation of the transactions contemplated hereby by the Developer, nor the fulfillment of or compliance with the terms and conditions of this Agreement by the Developer conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of the Developer (with the Developer's prior written approval), any organizational documents, any restriction, agreement or instrument to which the Developer or any of its partners or venturers is now a party or by which the Developer or any of its partners or its venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of the Developer, any related party or any of its venturers under the terms of any instrument or agreement to which the Developer, any related party or any of its partners or venturers is now a party or by which the Developer, any related party or any of its venturers is bound.

C. The Developer hereby represents and warrants that it has sufficient financial and economic resources to implement and complete the Developer's obligations contained in this Agreement. The Developer has or will obtain a firm commitment from a financial institution providing all monies needed through third party financing or alternatively will provide proof of access to sufficient funds pursuant to the terms of this Agreement. Developer has not experienced a materially adverse change in the business, financial position or results of its operations that could reasonably be expected to adversely affect Developer’s ability to perform its obligations pursuant to this Agreement.

D. The Developer hereby represents and warrants that it shall comply with all applicable laws, rules and regulations having material applicability to the construction, use and occupancy of the Project of the State of Illinois, the County of Kane and the United States of America, and any and all agencies or subdivisions thereof, and all other governmental bodies and agencies having jurisdiction over the Redevelopment Property.

E. The Developer represents and warrants that it shall comply in all material respects with all terms, provisions and conditions, and that it shall not permit a continuing default, beyond periods of cure and grace, to exist under any document or agreement relating to the Project or the financing and development of the Project, including but not

limited to this Agreement, and all agreements and documentation executed and delivered in connection with any financing or loans for the Project, to the extent that such default would have a material adverse effect on the construction, development and opening of the Project.

F. The Developer agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or facilitating the performance of this Agreement to the extent legally permitted and within the Developer's sound legal discretion.

G. The Developer hereby represents and warrants that no officer, member, manager, stockholder, employee or agent, or any other Person connected with the Developer, has knowingly made, offered or given, either directly or indirectly, to any member of the corporate authorities, or any officer, employee or agent of the City, or any other Person connected with the City, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the City, to the extent prohibited under applicable law.

H. The Developer hereby represents and warrants that, as of the date of this Agreement, the cost of the Project is anticipated to be not less than $2,559,482.00, pursuant to and as estimated by the Project Budget, pursuant to Exhibit D, attached hereto and made a part hereof.

I. The Developer hereby covenants and agrees to promptly pay or cause to be paid as the same become due, any and all taxes and governmental charges of any kind that may at any time be lawfully finally assessed and payable with respect to the Project and/or the Redevelopment Property. Following substantial completion of the Project and at all times when the TIF Ordinances shall be in effect for the Redevelopment Property, the Developer, its successors and assigns, agrees that it will not protest, object to or otherwise (i) petition for a reduction to any real estate tax assessment attributable to the Redevelopment Property and/or Project in any manner that would reduce the assessed value of the Redevelopment Property and/or Project for real estate tax years through and including December 31, 2025, or (ii) seek a refund of the general *ad valorem* real estate taxes attributable to the Redevelopment Property and/or Project for real estate tax years through and including December 31, 2025. Notwithstanding the foregoing, in the event the assessed valuation of the Redevelopment Property and/or Project is (i) materially inconsistent with similarly situated property or (ii) increases more than ten (10%) percent in any calendar tax year, the Developer may, upon prior notice to and written consent from the City, protest the assessed value of the Redevelopment Property and/or Project.

J. In accordance with Illinois law, 50 ILCS 105/3.1, simultaneously with the execution of this Agreement by the Parties, the Developer or an authorized managing member thereof shall submit a sworn affidavit to the City disclosing the identity of every owner and beneficiary who has any interest, real or personal, in the Project, and every shareholder entitled to receive more than 7 ½ % of the total distributable income of any

corporation after having obtained such an interest in the Project or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the Developer or its managing agent that there is no readily known individual who has a greater than 7 ½% interest, real or personal, in the Developer or the Project. The sworn affidavit shall be substantially similar to the one described in Exhibit E, attached hereto and made a part of this Agreement. Said affidavit shall be updated, as necessary.

8. REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

Section 8.1. Organization and Authority. The City is a municipal corporation duly organized and validly existing under the laws of the State of Illinois, is a home rule unit of government, and has all requisite corporate power and authority to enter into this Agreement.

Section 8.2. Authorization. The execution, delivery and the performance of this Agreement and the consummation by the City of the transactions provided for herein and the compliance with the provisions of this Agreement (i) have been duly authorized by all necessary corporate action on the part of the City, (ii) require no other consents, approvals or authorizations on the part of the City in connection with the City's execution and delivery of this Agreement, and (iii) shall not, by lapse of time, giving of notice or otherwise, result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the City is subject.

Section 8.3. Litigation. To the best of the City's knowledge, there are no proceedings pending or threatened against or affecting the City or the TIF District in any court or before any governmental authority which involves the possibility of materially or adversely affecting the ability of the City to perform its obligations under this Agreement.

9. INSURANCE.

Section 9.1. Project Insurance. The Developer, and any successor in interest to the Developer, shall, after conveyance of the portions of the Redevelopment Property to be conveyed to the Developer under this Agreement, until construction of the Project is complete, obtain or cause to be obtained and continuously maintain insurance on the Project and, from time to time at the request of the City, furnish proof to the City that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Developer must obtain:

A. From the commencement of any construction of the Project until issuance of the Certificates of Substantial Completion, Developer shall procure and maintain:

(i) *Workers Compensation and Employers Liability Insurance*. Worker's Compensation Insurance, in accordance with the laws of the State of Illinois, with statutory limits covering all employees providing services under this Agreement and Employer's Liability Insurance with limits not less than $1,000,000.00 each accident or illness.

(ii) *Commercial General Liability Insurance*. Commercial General Liability Insurance with not less than $2,000,000.00 combined single limits per occurrence and aggregate for bodily injury, property damage, and personal injury, including, but not limited to, coverage for premises/operations, products/completed operations, broad form property damage, independent contractors, contractual liability, and explosion/collapse/underground hazards. The City is to be named as an additional insured on a primary, non-contributory basis.

(iii) *Automobile Liability Insurance*. Commercial Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles, including the loading and unloading thereof, with limits not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The City is to be named as an additional insured on a primary, non-contributory basis.

(iv) *All Risk/Builders Risk.* When Developer undertakes any construction, Developer must provide or cause to be provided All Risk/Builders Risk Insurance at replacement costs for materials, supplies, equipment, machinery and fixtures that are or will be part of the Project.

(v) *Valuable Papers*. When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount sufficient to pay for the recreation, reconstruction, or restoration of any and all records related to the Project.

(vi) *Independent Contractors and Subcontractors*. Developer shall require all independent contractors and subcontractors to procure and maintain insurance as required and submit documentation of the maintenance of such insurance from time to time as required herein.

B. Unless otherwise provided above, all insurance policies required pursuant to this Agreement shall:

(i) Provide that the insurance policy may not be suspended, voided, canceled, non-renewed, or reduced in coverage or in limits without sixty (60) days' prior written notice by certified mail, return receipt requested, to the City;

(ii) Be issued by a company or companies authorized to do business in the State of Illinois with a Best's rating of no less than A:VII;

(iii) Waive all rights of subrogation of insurers against the City, its employees, elected officials, and agents; and

(iv) Specifically name Developer and City named insureds.

C. Within thirty (30) days of the Effective Date, Developer shall furnish the City with a certificate(s) of insurance effecting coverage as required under this Section 11. In addition, Developer shall annually furnish the City copies of receipts for payments of premiums regarding such policies. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the Agreement. The failure of the City to obtain certificates or other insurance evidence is not a waiver by the City of any requirements for Developer to obtain and maintain the specified coverages. Non-conforming insurance constitutes an Event of Default.

D. Any deductibles or referenced insurance coverages must be borne by Developer or its independent contractors or subcontractors.

E. The insurance requirements set forth in this Section 9 shall in no way limit or be used to offset against Developer's indemnification obligations under this Agreement.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY.

Section 10.1. Indemnification. The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, including independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "*Indemnified Parties*") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss, damage, claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer and its officers, employees, agents and/or contractors (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project ("*Indemnified Claims*"); provided, however, that the Developer's indemnity under this Section shall be reduced to the extent the Indemnified Claims are caused, if at all, by the willful misconduct or gross negligence on the part of the Indemnified Parties or to the extent the Indemnified Claims are caused, if at all, by the City's failure to comply with any material requirement of this Agreement or other applicable law and the Developer's indemnification pursuant to this Section expressly does not include any claims from third-parties challenging or relating to the City's authority to create and establish the Redevelopment Project Area.

Section 10.2. Limitation of Liability. No recourse under or upon any obligation, covenant or condition in this Agreement, or for any claim based thereon or otherwise related thereto, shall be had against the City, or its officers, officials, agents and/or employees, in any amount in excess of any specific sum agreed by the City to be paid to the Developer hereunder, subject to the terms and conditions set forth herein, and no liability, right or claim at law or in equity shall attach to, or shall be incurred by, the City, or its officers, officials, agents and/or employees, in excess of such amounts and any and all such rights or claims of the Developer against the City, or its officers, officials, agents and/or employees are hereby expressly waived

and released as a condition of and as consideration for the execution of this Agreement by the City.

11. EVENTS OF DEFAULT AND REMEDIES.

Section 11.1. Developer Events of Default. The following shall be Events of Default with respect to this Agreement:

A. If any material representation made by the Developer in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the City pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made.

B. Failure of the Developer to comply with any material covenant or obligation contained in this Agreement, or any other agreement, financing or otherwise, concerning the Project, the Redevelopment Property, or the existence, structure or financial condition of the Developer.

C. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Developer for any substantial part of its Redevelopment Property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of thirty (30) consecutive days.

D. The Developer: (i) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its or their property; or (ii) is adjudicated a bankrupt; or (iii) files a petition in bankruptcy or to effect a plan or other arrangement with all of its creditors; or (iv) files an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with all of its creditors; or (v) applies to a court for the appointment of a receiver for its assets; or (vi) has a receiver or similar official appointed for its assets, or, if such receiver or similar official is appointed without the consent of the Developer and such appointment shall not be discharged within thirty (30) days after his appointment or the Developer has not bonded against such receivership or appointment; or (vii) a petition described in (iii) is filed against the Developer and remains pending for a period of ninety (90) consecutive days, unless the same has been bonded, and as a result thereof, the Developer ceases to operate; or (viii) files any lawsuit, claim and/or legal, equitable or administrative action affecting the City's ability to collect any such sales tax revenue hereunder.

E. The Developer abandons the Project on the Redevelopment Property. Abandonment shall be deemed to have occurred when work stops on the Redevelopment Property for more than thirty (30) consecutive days for any reason other than: (i)

Uncontrollable Circumstances, (ii) if the Developer is ahead of its planned construction schedule on the Project Schedule, or (iii) work stoppage caused by an action or inaction of the City that is not in compliance with the terms of this Agreement.

F. The Developer materially fails to comply with applicable governmental codes and regulations with respect to the Project and the City Codes in relation to the construction and maintenance of the buildings contemplated by this Agreement.

Section 11.2. City Events of Default. The following shall be Events of Default with respect to this Agreement:

A. If any representation made by the City in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the Developer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an event of default only if the City does not remedy the default within thirty (30) days after written notice from the Developer.

B. Default by the City in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the City; provided, however, that such default or breach shall constitute an event of default only if the City does not, within thirty (30) days after written notice from the Developer, initiate and diligently pursue appropriate measures to remedy the default, or if the City fails to cure such default within ninety (90) days of written notice of such default.

Section 11.3. Remedies of Default. In the case of an event of default hereunder:

A. The defaulting party shall, upon written notice from the non-defaulting party, take immediate action to cure or remedy such event of default. If, in such case, any monetary event of default is not cured within thirty (30) days, or if in the case of a non-monetary event of default, action is not taken or not diligently pursued, or if action is taken and diligently pursued but such event of default or breach shall not be cured or remedied within a reasonable time, but in no event more than ninety (90) additional days after receipt of such notice, unless extended by mutual agreement, the non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting party's obligations under this Agreement.

B. In case the City shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, the Developer and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Developer and the City shall continue as though no such proceedings had been taken.

C. In the case of an event of default by the Developer, and its failure to cure such default after due notice and within the time frames provided for in this Agreement, in addition to any other remedies at law or in equity, the City may terminate this Agreement and upon such termination shall be relieved of its obligations under this Agreement, including but not limited to its obligation to convey any land to the Developer.

D. In the case of an event of default by the City and its failure to cure such default after due notice and within the time period provided for in this Agreement, in addition to any other remedies at law or equity, including but not limited to the right of specific performance, the Developer may terminate this Agreement and upon such termination shall be relieved of its obligations under this Agreement.

Section 11.4. Attorney's Fees. In the event any action is commenced by either party to this Agreement for the interpretation or enforcement of this Agreement the Prevailing Party shall be entitled to reasonable attorney's fees and costs assessed against the non-prevailing party. In the event any action is commenced by any party who is not a party to this agreement each party shall pay its own attorney's fees in such action.

Section 11.5. No Waiver by Delay or Otherwise. Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither Party should be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific event of default be considered or treated as a waiver of the rights by the waiving Party of any future event of default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.

Section 11.6. Rights and Remedies Cumulative. Except as may be specifically provided for in this Agreement, the rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same event of default.

12. PROJECT AUDIT. Upon reasonable notice, the City and its representatives and consultants shall have access to all portions of the Project during reasonable times for the term of this Agreement. Upon reasonable notice, the City and its representatives and consultants shall have access to all books and records relating to the private financing of the Project, the Redevelopment Property and the Redevelopment Project Costs with respect thereto, including but not limited to the Developer's financing commitments, loan statements, general contractor's and contractor's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices. These records shall be available for inspection, audit and examination.

13. MISCELLANEOUS PROVISIONS.

Section 13.1. Cancellation. In the event the Developer or the City shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the Redevelopment Plan, including the Developer's duty to build the Project, by the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the City in connection with the Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the City in connection with the Project shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Redevelopment Plan or the covenants and Agreements or rights and privileges of the Developer or the City, then and in any such event, the Party so materially affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Project materially affected) by giving written notice thereof to the other within sixty (60) days after such final decision or amendment. If the City terminates this Agreement pursuant to this Section 13.1, to the extent it is then appropriate, the City, at its option, may also terminate its duties, obligation and liability under all or any related documents and agreements provided. Further, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to the Developer for buildings permitted and under construction to the extent permitted by said court order; and the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document.

Section 13.2. Notices. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service, (b) electronic communications, whether by electronic mail between 9:00 a.m. and 5:00 p.m. CST Monday through Friday, (c) overnight courier, (d) registered or certified first class mail, postage prepaid, return receipt requested, or (e) priority mail with delivery confirmation.

If to City:
City of St. Charles
Attn: City Administrator
Two East Main Street
St. Charles, Illinois 60174
mkoenen@stcharlesil.go

With a copy to:
John M. McGuirk
Hoscheit, McGuirk, McCracken & Cuscaden, PC
1001 East Main Street, Suite G
St. Charles, Illinois 60174
jmc@hmcpc.com

With a copy to:	Nicholas S. Peppers Storino, Ramello & Durkin 9501 West Devon Avenue, Suite 800 Rosemont, Illinois 60018 npeppers@srd-law.com
If to Developer:	STC Lot 4, LLC c/o: Frontier Development, LLC 4N316 Route 31 St. Charles, IL 60174 E-Mail: curt@frontierdevelopment.com E-Mail: conrad@frontierdevelopment.com
With a copy to:	William Mitchell Meltzer Purtill & Stelle LLC 300 South Wacker Drive, Suite 2300 Chicago, Illinois 60606 wmitchell@mpslaw.com

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

Section 13.3. Time of the Essence. Time is of the essence of this Agreement.

Section 13.4. Integration. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

Section 13.5. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

Section 13.6. Recordation of Agreement. The Parties agree to record a memorandum of this Agreement, executed by the then current owners of the Redevelopment Property in the appropriate land or governmental records. The Developer shall pay the recording charges.

Section 13.7. Severability. If any provision of this Agreement, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 13.8. Choice of Law, Venue and Waiver of Trial by Jury. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any legal proceeding of any kind arising from this Agreement shall be in the Circuit Court of Kane County, Illinois. The Parties hereto waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy.

Section 13.9. Entire Contract and Amendments. This Agreement (together with the exhibits attached hereto) is the entire contract between the City and the Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the City and the Developer and may not be modified or amended except by a written instrument executed by the Parties hereto, unless otherwise provided in this Agreement.

Section 13.10. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the City and the Developer or permitted assign, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the City or the Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the City or the Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever, except as specifically provided otherwise herein.

Section 13.11. Waiver. Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 13.12. Cooperation and Further Assurances. The City and the Developer each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the City or the Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

Section 13.13. Covenants Run with the Land/Successors and Assigns. It is intended that the covenants, conditions, agreements, promises, obligations and duties of each party as set forth in this Agreement shall be construed as covenants and that, to the fullest extent legally possible, all such covenants shall run with and be enforceable against both the covenanted and the Project. Such covenants shall terminate upon termination or expiration of this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon each Developer and each

Developer's respective successors, grantees and assigns, and upon successor corporate authorities of the City and successor municipalities.

Section 13.14. No Joint Venture, Agency or Partnership Created. Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any person to create the relationship of a partnership, agency or joint venture between or among such Parties.

Section 13.15. No Personal Liability of Officials of the City or the Developer. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the corporate authorities, City Administrator, any elected official, officer, partner, member, director, agent, employee or attorney of the City or the Developer, in his or her individual capacity, and no elected official, officer, partner, member, director, agent, employee or attorney of the City or the Developer shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

Section 13.16. Repealer. To the extent that any ordinance, resolution, rule, order or provision of the City Code, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

Section 13.17. Term. The provisions of this Agreement shall run with and bind the Redevelopment Property and shall inure to the benefit of, be enforceable by, and obligate the City, the Developer, and any of their respective grantees, successors, assigns and transferees, including all successor legal or beneficial owners of all or any portion of the Redevelopment Property commencing with the Effective Date and expiring upon December 31, 2028, being three (3) years following the expiration of the Redevelopment Project Area ("*Term*").

Section 13.18. Estoppel Certificates. Each of the Parties hereto agrees to provide the other, upon not less than thirty (30) business days prior request, a certificate ("*Estoppel Certificate*") certifying that this Agreement is in full force and effect (unless such is not the case, in which such Parties shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, it shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to that specific request only.

Section 13.19. Brokers' Commissions. The Developer and the City each represent to the other that it has not engaged the services of any finder or broker with respect to the sale and purchase of the Redevelopment Property and/or any land related to the Project and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of the acquisitions of any portion of the Redevelopment Property, and each agrees to hold the other harmless from such commissions or fees as are found to be due from the Party making such representations.

Section 13.20. Nature, Survival and Transfer of Obligations. Prior to issuance of a certificate of occupancy (temporary or permanent) with respect to the Project, Developer may not assign its interest in this Agreement or voluntarily convey the Redevelopment Property without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, the City hereby consents to any conveyance of the Project (i) to any entity in which Developer holds a controlling or managing interest, and (ii) to the holder of any mortgage, deed of trust or similar financing instrument in consequence of any foreclosure or deed in lieu of foreclosure or similar transaction, and to any subsequent transferee thereof.

Section 13.21. Collateral Assignment. It is understood and acknowledged that the Developer intends to obtain construction financing (the "*Construction Loan*") for the Project and that the construction lender ("*Lender*") typically requires a collateral assignment of any relevant development agreement. If such financing is obtained and if the Lender requires such a collateral assignment, the City hereby consents to the assignment of this Agreement to the Lender's collateral security for the Construction Loan and will execute and delivery any usual and customary consent and acknowledgment agreement with such provisions as may be reasonably requested by the Lender in connection therewith, but the Lender, in the event of any foreclosure or deed in lieu, shall take subject to the provisions of this Agreement and will remain subject to any zoning and building approvals applicable to the Project.

Section 13.22. Termination. Each party shall be solely responsible, and each party hereby waives any claims against the other, for any and all costs and expenses incurred as a result of negotiating and entering into this Agreement and the undertakings associated therewith, including but not limited to the zoning entitlements resulting in the Final Plans.

[SIGNATORY PAGE FOLLOWS IMMEDIATELY]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

CITY:

CITY OF ST. CHARLES,
An Illinois municipal corporation

ATTEST:

By: _____
City Clerk

By: _____
Mayor

[CITY SEAL]

DEVELOPER:

STC Lot 4, LLC
An Illinois limited Liability Company

By: _____
_____,
its _____

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Raymond Rogina, personally known to me to be the Mayor of the City of St. Charles, Kane County, Illinois, and Charles Amenta, personally known to me to be the City Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Mayor and City Council of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of March, 2019.

_____
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ of STC Lot 4, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, he/she signed and delivered the said instrument, as his/her free and voluntary act, and as the free and voluntary act and deed of said Illinois limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of March, 2019.

_____
Notary Public

INDEX OF EXHIBITS

Exhibit A Legal Description of Redevelopment Property

Exhibit B Approved PUD Plans

Exhibit C Project Schedule

Exhibit D Project Budget

Exhibit E Disclosure Affidavit

EXHIBIT A
LEGAL DESCRIPTION OF REDEVELOPMENT PROPERTY

LOT 4 OF PHASE II FIRST STREET REDEVELOPMENT SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 27 AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 1, 2007 AS DOCUMENT 2007K080494.

Commonly known First Street Redevelopment- Building #8 lot located at the NE corner of Illinois Route 31/S. 2nd Street and Illinois Street, St. Charles, IL, 60174.

PIN: 09-34-126-021

EXHIBIT B
APPROVED PUD PLANS

FIRST STREET BUILDING #8

NEW CONSTRUCTION

FIRST STREET REDEVELOPMENT PUD
NORTHEAST CORNER OF S. 2ND ST. & ILLINOIS ST.,
ST. CHARLES, IL 60174

AUTHORITIES

CITY OF ST. CHARLES
BUILDING DEPARTMENT
2 E. MAIN STREET
ST. CHARLES, IL 60174
PHONE: 630-377-4400

APPLICABLE CODES

- 2015 INTERNATIONAL BUILDING CODE W/ AMENDMENTS
- 2015 INTERNATIONAL MECHANICAL CODE W/ AMENDMENTS
- 2015 FUEL GAS CODE W/ AMENDMENTS
- 2014 NATIONAL ELECTRIC CODE, NFPA NO. 70, W/ AMENDMENTS
- 2014 ILLINOIS STATE PLUMBING CODE W/ AMENDMENTS
- 2015 INTERNATIONAL FIRE CODE W/ AMENDMENTS
- 2015 INTERNATIONAL ENERGY CONSERVATION CODE
- 1991 ILLINOIS ACCESSIBILITY CODE
- NFPA LIFE SAFETY CODE 101

SHEET INDEX

SHEET NO.	SHEET DESCRIPTION	DATE OF PREPARATION 01-08-2014
	ARCHITECTURAL	
A001	COVER SHEET W/ RENDERING	●
A201	FIRST FLOOR PLAN	●
A202	SECOND FLOOR PLAN	●
A203	THIRD FLOOR PLAN	●
A301	EAST & SOUTH BUILDING ELEVATIONS	●
A302	WEST & NORTH BUILDING ELEVATIONS	●
	LANDSCAPE	
L301	LANDSCAPE & ARCHITECTURAL SITE PLAN	●

CONTACT INFORMATION

DEVELOPER:
CURT & CONRAD HURST
FRONTIER DEVELOPMENT GROUP
PHONE: 630-550-7215
curt@frontierdevelopmentgroup.com

RECORD OWNER:
RUSSELL COLBY
CITY OF ST. CHARLES
2 E. MAIN STREET
ST. CHARLES, IL 60174-1984
PHONE: 630-762-6425
rcolby@stcharlesil.gov

ARCHITECT:
BATIR ARCHITECTURE
1121 E. MAIN STREET
SUITE #220
ST. CHARLES, IL 60174
PHONE: 630-513-5104
FAX: 630-513-5494

ILLINOIS REGISTERED ARCHITECT
NO. 001-018643 EXPIRES:
11-30-2020
ILLINOIS DEPARTMENT OF
PROFESSIONAL REGULATION FIRM
NUMBER: 184-004125

CIVIL ENGINEER:
PHIL WOLF, P.E.
WOLF PACK DEVELOPMENT GROUP
2510 MAPLE AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630-455-0847
pwolf@wolfpackdg.com

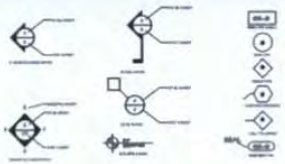
LOCATION MAP
SCALE: NTS

RENDERED PERSPECTIVE OF NORTHEAST
CORNER OF S. 2ND STREET & ILLINOIS STREET
SCALE: NTS

I HEREBY CERTIFY THAT THE PLANS WITH THE FIRM'S NAME LISTED BELOW WERE PREPARED UNDER MY DIRECT SUPERVISION.
DATED AT ST. CHARLES, ILLINOIS THIS 8TH DAY OF JANUARY, 2014

PAULA A. PRICE, BATIR ARCHITECTURE, LTD.
ILLINOIS REGISTERED ARCHITECT NO. 001-018643 EXP. DATE: 11-30-2020
ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION FIRM NUMBER: 184-004125

VICINITY MAP



PROJECT: 18072

FIRST STREET BUILDING #8
NEW CONSTRUCTION
NORTHEAST CORNER OF S. 2ND ST. & ILLINOIS ST., ST. CHARLES, IL 60174

BATIR
BATIR ARCHITECTURE, LTD.
1121 E. MAIN ST. SUITE 220, ST. CHARLES, IL 60174
PHONE: 630-513-5104 FAX: 630-513-5494
WWW.BATIRARCHITECTURE.COM

COVER SHEET

ISSUED:
01-08-2014
DATE OF PREPARATION

SCALE
1/4" = 1'-0"

A001

{32563: 038: 02535111.DOCX : }SRD823206.1

FIRST STREET REDEVELOPMENT - LOT 4

CITY OF ST. CHARLES, ILLINOIS

PRELIMINARY ENGINEERING PLANS

INDEX OF DRAWINGS	
SHEET NO.	DRAWING TITLE
C1.0	COVER SHEET
C2.0	EXISTING CONDITIONS, SITE DEMO, AND EROSION CONTROL PLAN
C3.0	PROPOSED GRADING & UTILITY PLAN
C4.0	CONSTRUCTION DETAILS

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		LIGHT STANDARD/DOUBLE LIGHT STANDARD
		WATER VALVE VAULT
		WATER VALVE BOX
		FIRE HYDRANT
		BUFFALO BOX
		SANITARY MANHOLE
		FLARED END SECTION
		STORM INLET
		STORM CATCH BASIN
		STORM MANHOLE
		CLEANOUT
		STORM SEWER PIPE
		SANITARY SEWER PIPE
		6IN CUP MAIN PIPE
		FORCEMAIN PIPE
		STORM SEWER SERVICE
		SANITARY SEWER SERVICE
		WATER MAIN SERVICE
		SANITARY RIM ELEVATION SANITARY INVERT ELEVATION
		WATER GRADE RING ELEVATION WATER STATION LOCATION
		STORM RIM ELEVATION STORM INVERT ELEVATION
		PROPOSED SANITARY STRUCTURE LABEL
		PROPOSED WATER STRUCTURE LABEL
		PROPOSED STORM STRUCTURE LABEL
		PROPOSED RETAINING WALL
		CURB AND GUTTER
		DEPRESSED CURB AND GUTTER
		REVERSE CURB AND GUTTER
		SIDEWALK
		SWALE FLOW DIRECTION
		DRAINAGE ARROW
		OVERLAND FLOW
		1 FOOT CONTOURS
		ACCESSIBLE CURB RAMP

AERIAL MAP

VICINITY MAP

ABBREVIATIONS

CONTACT JULIE AT 811 OR 800-892-0123

48 HOURS (2 working days) BEFORE YOU DIG

NOTE:
THE LOCATION, ELEVATION, SIZE, AND TYPES OF ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, ELEVATION, SIZE AND TYPES OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

REVISIONS

SUSTAINABLE DESIGN | SUSTAINABLE LIVING

Wolf Pack CONSULTING, LLC

COVER SHEET

FIRST STREET REDEVELOPMENT - LOT 4

CITY OF ST. CHARLES, ILLINOIS

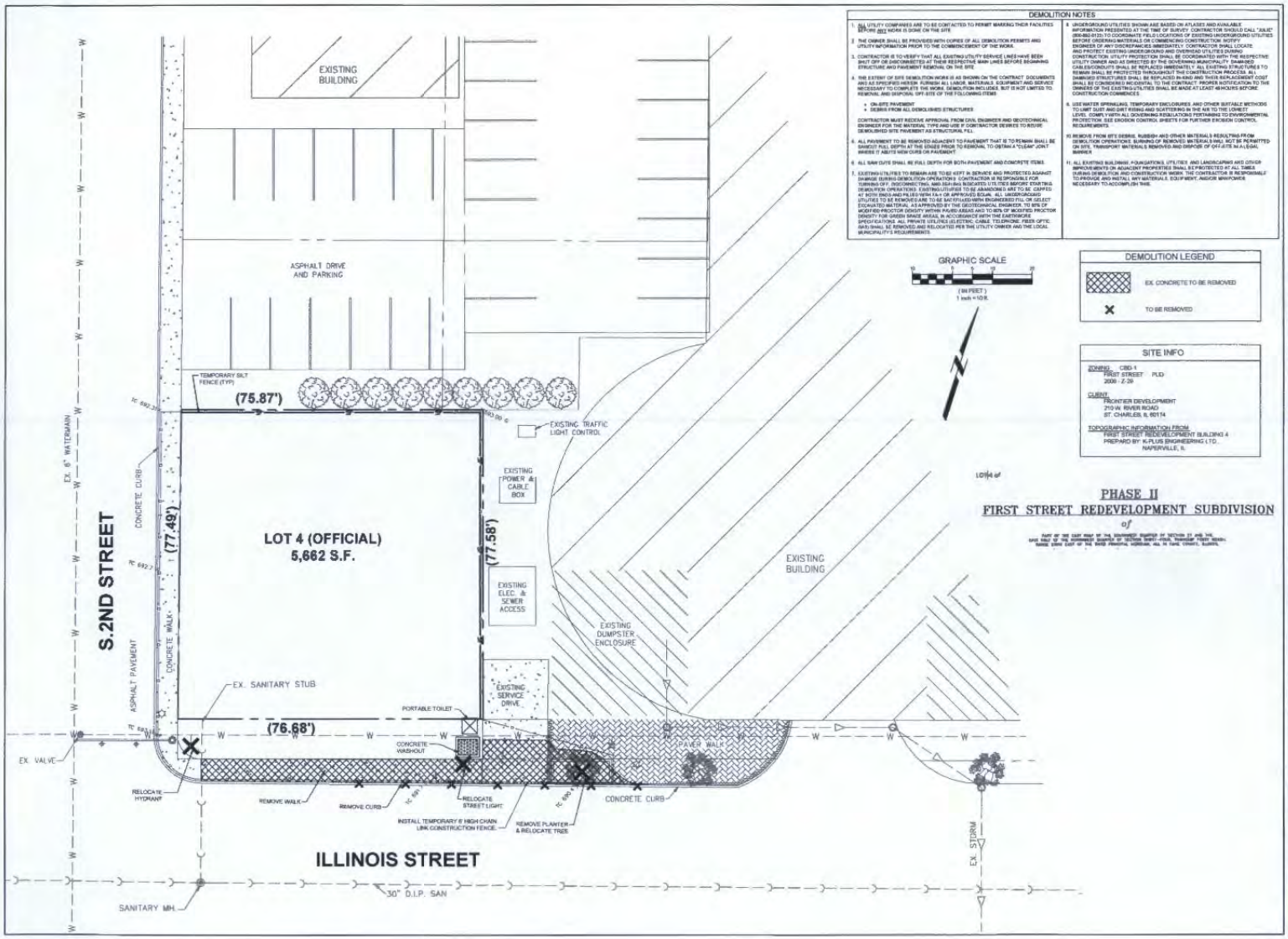
PROJ. MGR.	PJW
PROJ. ENG.	KM
DRAWN BY	KM
DATE	01-08-19
SCALE	N.T.S.

SHEET NO.

C1.0

PROJ. NUMBER

{32563: 038: 02535111.DOCX : }SRD823206.1



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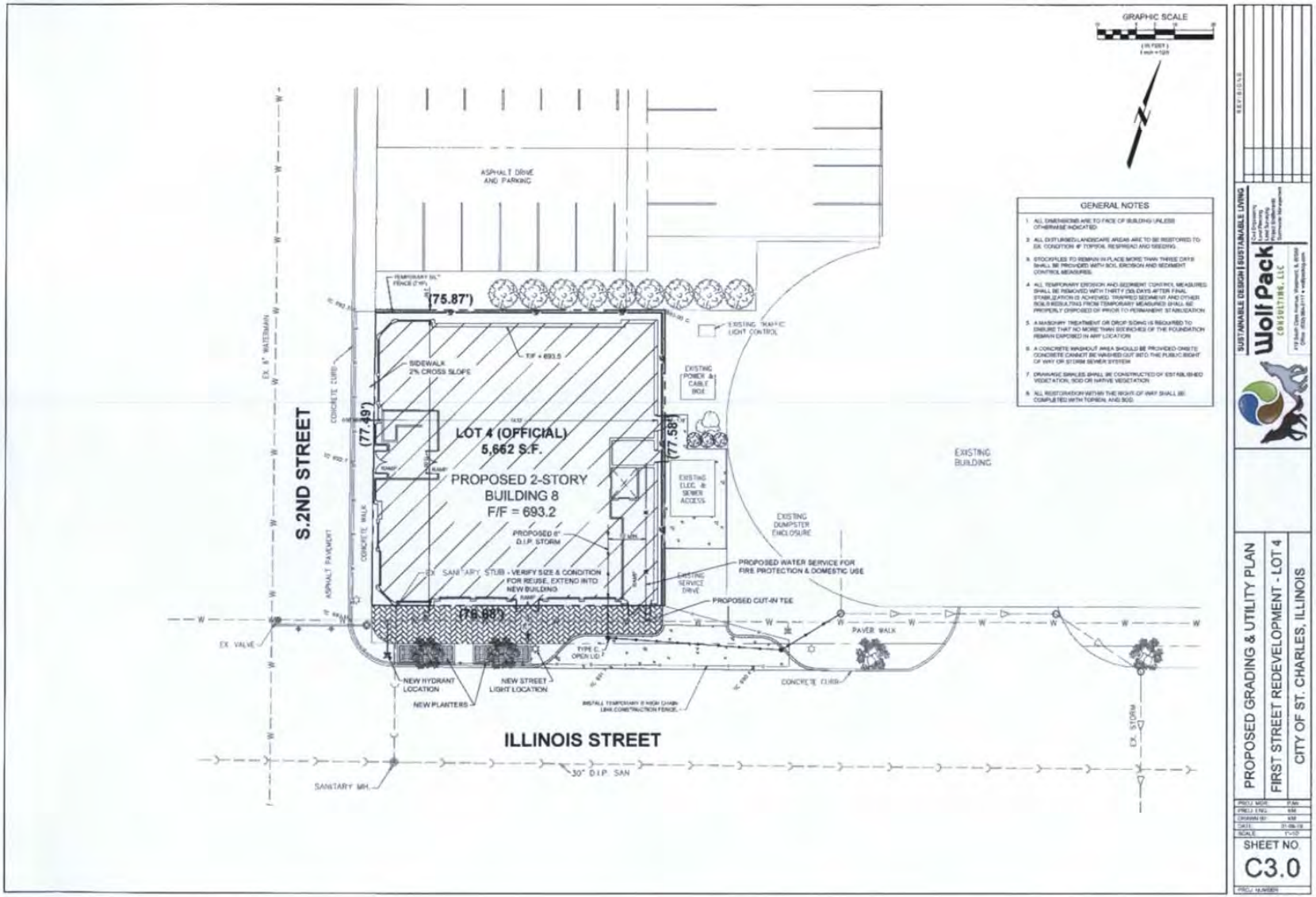

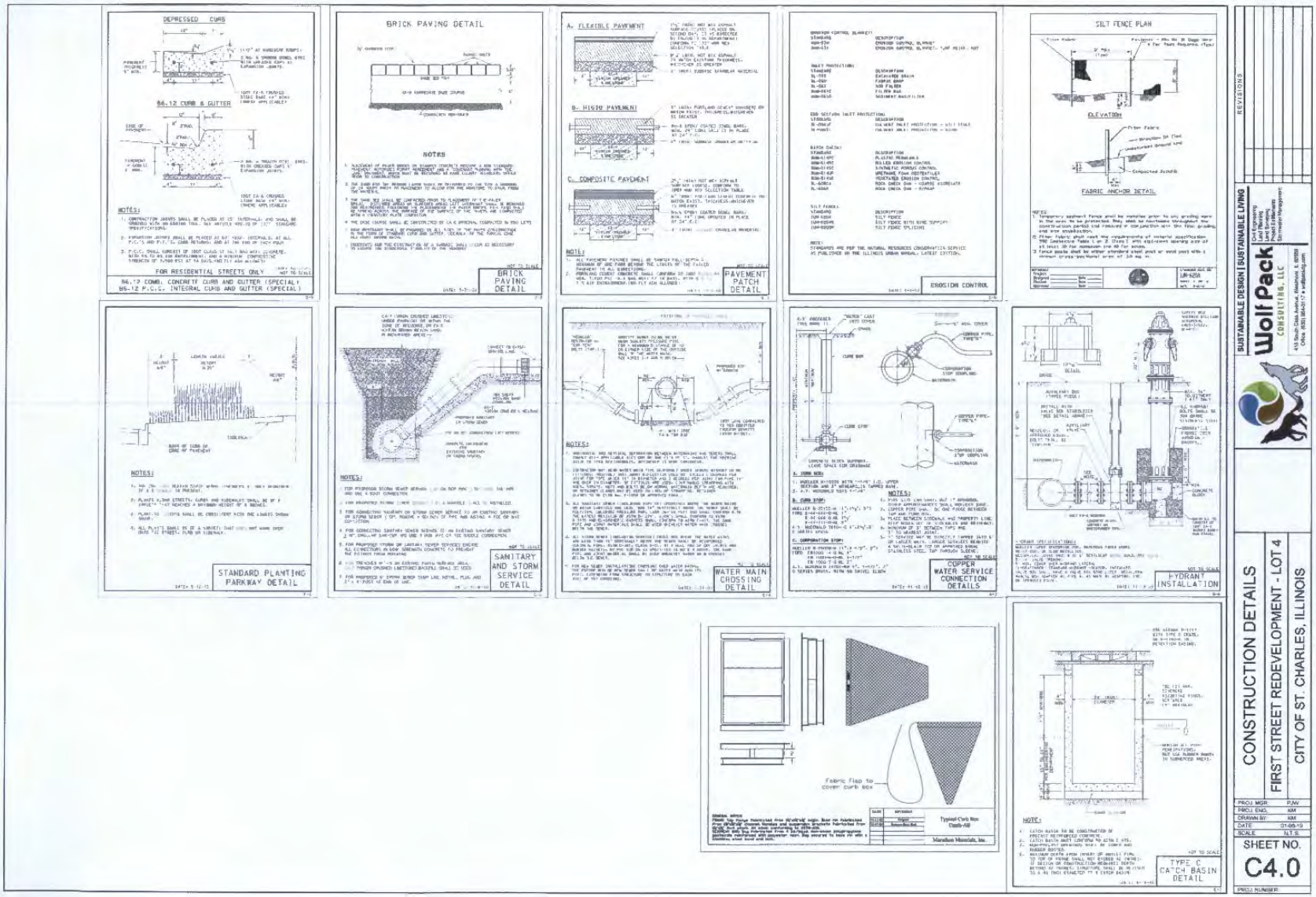

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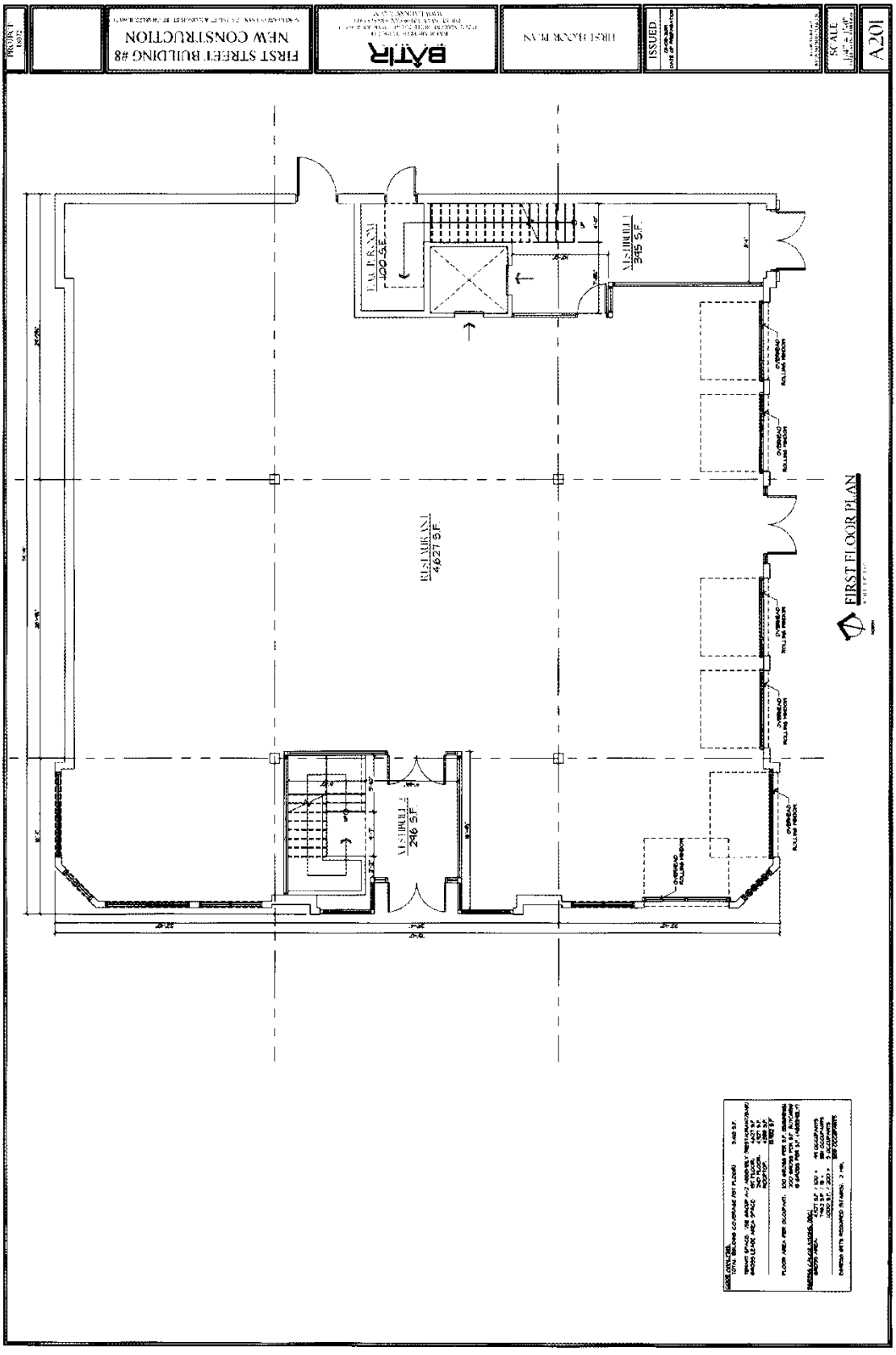

FIRST STREET BUILDING #8
NEW CONSTRUCTION
BATIR
FIRST FLOOR PLAN
ISSUED
SCALE
A201
FIRST FLOOR PLAN

A202
SCALE
ISSUED
SECOND FLOOR PLAN
BATIR
FIRST STREET BUILDING #8
NEW CONSTRUCTION
PROJECT
SECOND FLOOR PLAN
VESTIBULE
312 S.F.
OPEN
4927 S.F.
VESTIBULE
87 S.F.
CANOPY BELOW

PROJECT
FIRST STREET BUILDING #8
NEW CONSTRUCTION
ROOF TOP PLAN
ISSUED
SCALE
A203
ROOFTOP MECHANICAL AREA 607 S.F.
STAIR 1 243 S.F.
INDOOR ROOFTOP 1,844 S.F.
OUTDOOR ROOFTOP 465 S.F.
OUTDOOR ROOFTOP 1526 S.F.
STAIR 2 172 S.F.
ROOFTOP PLAN

Building 8 - West Elevation
Scale: 1/4" = 1'-0" SOUTH 2nd STREET

Building 8 - South Elevation
Scale: 1/4" = 1'-0" ILLINOIS STREET

PROJECT: 18072

FIRST STREET BUILDING #8
NEW CONSTRUCTION
NORTHEAST CORNER OF S. 2ND ST. & ILLINOIS ST., ST. CHARLES, IL 60174

BÂTIR
BATIR ARCHITECTURE, LTD.
1121 E. MAIN ST. SUITE 230, ST. CHARLES, IL 60174
PHONE: 630-511-5109 FAX: 630-511-5919
WWW.BATIRARCH.COM

WEST & SOUTH
BUILDING ELEVATIONS

ISSUED:
07-08-2018
DATE OF PREPARATION

SCALE
1/4" = 1'-0"
UNLESS NOTED OTHERWISE

A301

PROJECT:
18072
FIRST STREET BUILDING #8
NEW CONSTRUCTION
BÂTIR
EAST & NORTH
BUILDING ELEVATIONS
ISSUED:
SCALE
1/4" = 1'-0"
A302
Building 8 - East Elevation
Building 8 - North Elevation

FIRST STREET BUILDING #8
NEW CONSTRUCTION
LANDSCAPE & ARCHITECTURAL SITE PLAN
LANDSCAPE ISLAND SECTION
L201

EXHIBIT C
PROJECT SCHEDULE

1st St Lot 8 Proforma Schedule

Mar 1, 2019

2

Tasks

Name	Begin date	End date
Publication of Alterrnate Proposals	3/1/19	4/1/19
Leasing & Administrative Prep Period	3/1/19	8/30/19
% Leased to satisfy Loan Requirements	9/2/19	9/2/19
Closing Date	9/2/19	9/2/19
Recieve PUD Approval	3/18/19	3/18/19
Final Architecture & Permit Phase	3/18/19	5/10/19
Effective Date of RDA	4/1/19	4/1/19
Due Dilligence Period	4/1/19	5/30/19
Site Prep	9/2/19	9/6/19
Existing MEP Adjustments/Connections	9/9/19	9/20/19
Excavation	9/23/19	9/27/19
Footing & Foundation	9/30/19	10/18/19
Core	10/21/19	12/6/19
Shell	12/9/19	1/31/20
Interior MEP & Finishes	1/27/20	3/20/20
Tenant Improvements	3/23/20	5/15/20
Final Grade	3/2/20	3/4/20
Surface Improvements	3/5/20	3/18/20
Landscaping	3/19/20	4/1/20

EXHIBIT D
PROJECT BUDGET

1st St - Lot 8
PRELIMINARY DEVELOPMENT BUDGET
Rt 31 & Illinois
ST. CHARLES, ILLINOIS

2/28/2019

			Pre-Dev Budget
HARD COSTS			
LAND	Land to be Conveyed, Reflects Tax Contingency only	$	50,000
SITE WORK		$	200,000
BUILDING		$	1,625,375
TI ALLOWANCE/ADDITIONAL LL INTERIOR WORK			
TI Budget	-	$	325,075
PERMITS		$	-
UTILITIES FEES/CONNECTIONS		$	-
LANDSCAPING		$	-
OFF SITE/PUBLIC IMPROVEMENTS		$	-
ENVIRONMENTAL REMEDIATION		$	-
GATEWAY ELEMENT		$	-
TOTAL HARD COSTS		**$**	**2,200,450**
SOFT COSTS			
Architect		$	49,500
Civil Engineer		$	15,000
Construction Manager		$	-
Survey & Testing		$	12,000
Traffic Study			
Legal		$	50,000
Title		$	10,000
Builder Risk Insurance		$	4,301
Comm Liability Ins		$	-
Real Estate Taxes		$	36,516
Lender's Inspecting Arch		$	-
Appraisal		$	5,000
Financing Fees		$	20,000
Interest Reserve		$	-
Acqusition		$	-
		$	79,090
Leasing Fees		$	163,593
Administrative Overhead		$	10,000
Marketing/Office		$	-
Zoning Review			
Contingency		$	121,880
TOTAL SOFT COSTS		**$**	**576,880**
TOTAL DEVELOPMENT COSTS		**$**	**2,777,330**

EXHIBIT E
DISCLOSURE AFFIDAVIT

State of Illinois) ss
County of Kane)

THE DEVELOPER MUST SIGN THIS AFFIDAVIT.

I, _____, reside in _____, being first duly sworn and having personal knowledge of the below facts, swear to the following:

That I am over the age of eighteen and serve as the _____ of Frontier Development, LLC ("Developer").

That the Redevelopment Property in question has a common street address referred to as: _____, and with a Property Index Number(s) of _____ (hereinafter "Redevelopment Property").

That I understand that pursuant to 50 ILCS 105/3.1, prior to execution of the Redevelopment Agreement between the Developer and the City, state law requires the owner, authorized trustee, corporate official or managing agent to submit a sworn affidavit to the City disclosing the identity of every owner and beneficiary who will obtain any interest, real or personal, in the Redevelopment Property, and every shareholder who will be entitled to receive more than 7.5% of the total distributable income of any corporation having any interest, real or personal, in the Redevelopment Property after this transaction is consummated.

As the owner, authorized trustee, corporate official or management agent, I declare under oath that (choose one):

(a) The owners or beneficiaries of the trust are _____; or
(b) The members with more than 7-½% interest are _____; or
© The limited liability company is publicly traded and there is no readily known individual having greater than a 7-½% interest in the limited liability company.

This instrument is made to induce the City to enter into the Redevelopment Agreement and in accordance with 50 ILCS 105/3.1.

Affiant: _____

Subscribed and sworn to before me this _____ day of _____, 2019.

_____
Notary Public

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: 4e
	Title:	Recommendation to approve an amendment to the Redevelopment Agreement with First Street Development II, LLC regarding adding the East Plaza/Riverwalk project to the list of "Developer Optional to Construct" improvements.
	Presenter:	Russell Colby

Meeting: Planning & Development Committee	Date: March 11, 2019	
Proposed Cost: TBD	Budgeted Amount: As listed in RDA amendment draft – Exhibit F-2	Not Budgeted: ☐

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

In January, the Committee recommended approval of a proposal from WBK Engineering for the First Street East Plaza/Riverwalk design engineering services. This proposal was approved by the City Council and the final engineering work is underway, with construction planned to begin in early summer.

First Street Phase 3 is subject to a redevelopment agreement (RDA) between the City and developer First Street Development II, LLC. During the presentation to the Committee in January, staff noted that unlike other sections of streetscape and Riverwalk improvements in Phase 3, the East Plaza/Riverwalk was not listed as a "developer optional to construct" project in the RDA.

The Committee was supportive of adding the East Plaza/Riverwalk to the "developer optional to construct" project list and staff is now bringing forward an amendment to the RDA to reflect this.

As noted in January, the developer has previously constructed each of the "developer optional" projects in Phase 3 within the budgeted amounts. The downtown environment and the unique site conditions add complexity to the project design and construction. Staff has found that having the developer engaged in the streetscape/Riverwalk project provides efficiency to respond to issues or incorporate adjustments during the construction process. The developer can also utilize many of the same contractors engaged on construction of the buildings to smoothly coordinate the construction timing so that the project is staged and completed as required for access to the buildings.

The East Plaza/Riverwalk project is budgeted for construction in the current fiscal year. The RDA amendment reflects the budgeted amounts for each project.

Attachments (*please list*)**:**
Draft RDA Amendment

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

Recommendation to approve an amendment to the Redevelopment Agreement with First Street Development II, LLC regarding adding the East Plaza/Riverwalk project to the list of "Developer Optional to Construct" improvements.

FOURTH AMENDMENT TO CITY OF ST. CHARLES CENTRAL DOWNTOWN TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT (FIRST STREET PROJECT)

THIS FOURTH AMENDMENT TO CITY OF ST. CHARLES TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT, (the "Fourth Amendment") is made and entered into and effective _____, 2019 by and between the City of St. Charles, an Illinois municipal corporation ("City"), and First Street Development II, LLC, an Illinois limited liability company (the "Developer").

R E C I T A L S

A. The City and the Developer are parties to that certain City of St. Charles Central Downtown Tax Increment Financing Redevelopment Agreement, dated as of March 5, 2015, First Amendment to City of St. Charles Central Downtown Tax Increment Financing Development Agreement, dated as of September 6, 2016, Second Amendment to City of St. Charles Central Downtown Tax Increment Financing Development Agreement, dated February 21, 2017, and Third Amendment to City of St. Charles Central Downtown Tax Increment Financing Development Agreement, dated November 6, 2017 (collectively referred to as the "Agreement").

B. The City and the Developer desire to amend the Agreement, as set for and stated below.

IN CONSIDERATION of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated as if fully rewritten.

2. Definitions; Amendment Controls. Capitalized terms used, but not defined herein, shall have the same meaning ascribed to such terms in the Agreement. To the extent any of the terms and conditions set forth in this Fourth Amendment shall conflict with any of the terms and conditions of the Agreement, the terms and conditions set forth in this Fourth Amendment shall at all times supersede, govern and control. In all other respects, this Fourth Amendment shall supplement the terms and conditions of the Agreement.

3. City Obligations and Agreements. Section 3.2 entitled "City Obligations and Agreements", Subsection C, is hereby deleted in its entirety.

4. City Public Improvements. Exhibit F-3, entitled "City Public Improvements" is hereby deleted in its entirety.

5. City Development Public Improvements. Exhibit F-2, entitled "City Development Public Improvements," of the Agreement is hereby deleted in its entirety, and in lieu thereof, insert new Exhibit F-2, attached hereto and made a part hereof.

6. Ratification of Agreement. Except as supplemented, amended or modified herein by this Fourth Amendment, the Agreement is hereby ratified to be in full force and effect.

7. Counterparts. This Fourth Amendment may be executed in any number of counterparts, each of them appending all necessary signatures to constitute one and the same instrument.

IN WITNESS WHEREOF, this First Amendment has been duly executed by the parties hereto as of the date first written above.

CITY OF ST. CHARLES,
an Illinois municipal corporation

By:_____
Its Mayor

Attest:_____
Its Clerk

FIRST STREET DEVELOPMENT II, LLC,
an Illinois limited liability company

By:_____

Its: _____

EXHIBITS		**Revision**
A.	REDEVELOPMENT PROJECT AREA	No revision
A-1.	MAP OF REDEVELOPMENT PROJECT AREA	No revision
B.	LEGAL DESCRIPTION - CITY PROPERTY	No revision
B-1.	MAP OF CITY PROPERTY	No revision
C.	LEGAL DESCRIPTION – CONVEYED PROPERTY	No revision
C-1.	MAP OF CONVEYED PROPERTY	No revision
D-1.	SITE PLAN	No revision
D-2.	SCOPE OF PROJECT	No revision
D-3.	GOVERNMENTAL REQUIREMENTS	No revision
E.	CONSTRUCTION PHASING SCHEDULE	No revision
F-1.	DEVELOPER PUBLIC IMPROVEMENTS	No revision
F-2.	**CITY DEVELOPMENT PUBLIC IMPROVEMENTS**	**Deleted & Replaced**
F-3.	**CITY PUBLIC IMPROVEMENTS**	**Deleted**
G.	PROPERTY CONVEYANCE SCHEDULE	No revision
H.	REIMBURSEMENT APPLICATION	No revision
I.	CERTIFICATE OF SUBSTANTIAL COMPLETION	No revision

EXHIBIT F-2

CITY DEVELOPMENT PUBLIC IMPROVEMENTS
Developer Optional to Construct
City to Reimburse

Phase 1 (Building #1 & Parking Deck)		7/1/15-12/31/16	
Streetscaping (Includes street lighting, irrigation, furniture, plantings, other improvements similar in design and concept to match streetscaping improvements located on the west side of First Street)	$360,000	adjacent to Phase 1, along part of Illinois and First Street	
Construction Management Fee 5%	$18,000		
Public Improvements -Construction			**$378,000**
Phase 2 (Building #3)		10/31/16-12/31/17	
Streetscaping (Includes street lighting, irrigation, furniture, plantings, other improvements similar in design and concept to match streetscaping improvements located on the west side of First Street)	$95,000	Adjacent to Phase 2, along Illinois St	
Riverwalk Improvements, similar in design to streetscaping improvements	$240,000	Along west wall of Building #3	
Construction Management Fee 5%	$16,750		
Public Improvements -Construction			**$351,750**
Phase 3 (Building #2)		4/30/18-10/31/19	
Streetscaping Adjacent to Building #2 along First St. (Includes street lighting, irrigation, furniture, plantings, other improvements similar in design and concept to match streetscaping improvements located on the west side of First Street)	$200,000		
Construction Management Fee 5%	$10,000		

East Plaza and remaining Riverwalk- Materially consistent and substantially conforming with the scope of the City's construction of existing Plaza, Streetscape and River Walk Improvements in the immediate vicinity.	$1,309,750*	
Construction Management Fee 5%	$65,488	
Public Improvements -Construction		**$1,585,238**

**Note: The cost for the East Plaza and remaining Riverwalk improvements may be adjusted based on an engineer's cost estimate of the Final Engineering plans to be approved by the City. The Construction Management Fee and total Public Improvements Cost for Phase 3 shall be revised accordingly based on the adjusted cost for the East Plaza and remaining Riverwalk.*

~~EXHIBIT F-3~~

~~CITY PUBLIC IMPROVEMENTS~~
~~City Responsibility~~

~~The City shall, upon substantial completion by Developer of Phase 3, commence and diligently complete construction of the River Walk Improvements and Civic Plaza Areas immediately adjoining Phases 1, 2 and 3, materially consistent and substantially conforming with the scope of the City's construction of existing Plaza, Streetscape and River Walk Improvements in the immediate vicinity.~~

	AGENDA ITEM EXECUTIVE SUMMARY	Agenda Item number: 4f
	Title:	Historic Preservation Commission recommendation to approve Historic Landmark Designation for 201 Delnor Ave., "G.E. Steckmesser- G.F. Brewer"
	Presenter:	Russell Colby

Meeting: Planning & Development Committee	Date: March 11, 2019	
Proposed Cost: N/A	Budgeted Amount: N/A	Not Budgeted: ☐

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

Gloria A. Klimek has nominated her property at 201 Delnor Avenue for Landmark status.

In accordance with the Zoning Ordinance, the Historic Preservation Commission held a public hearing on the landmark nomination on 3/6/19. The Commission recommended approval of the nomination by a vote of 6-0, based on the criteria listed in the attached resolution.

The house was constructed circa 1954 in the Ranch style, but has notable Prairie style influences. The structure is the last remaining ranch styled home, in a subdivision that was once dominated by them. If designated, this home will be the first landmarked home built in the post WWII era.

The home was built by G. E. Steckmesser, a student and later full time employee of the famed Prairie style architect Frank Lloyd Wright.

Ms. Klimek has lived in the home since 1985. She served on the St. Charles Park District Board for 24 years. In 2013, she was awarded the Charlemagne Award by the St. Charles Chamber of Commerce for a distinguished history of service to the community.

If the Landmark designation is approved by City Council, a Certificate of Appropriateness from the Historic Preservation Commission will be required prior to issuance of a permit for construction, alteration, repair, demolition, relocation, or other material change that affects the exterior architectural appearance of the structure.

Attachments (*please list*)**:**
Historic Commission Resolution, Landmark Nomination

Recommendation/Suggested Action (*briefly explain*)**:**
Historic Preservation Commission recommendation to approve a Historic Landmark Designation for 201 Delnor Ave, "G.E. Steckmesser- G.F. Brewer".

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 4-2019

A Resolution Recommending Approval for Landmark Designation (201 Delnor Ave. –G. E. Steckmesser- G. F. Brewer)

WHEREAS, per Section 17.32.060 of the St. Charles Zoning Ordinance, it is the responsibility of the St. Charles Historic Preservation Commission to evaluate applications for Landmark Designation and to make recommendations to the City Council regarding them; and

WHEREAS, the Historic Preservation Commission has reviewed the application for designation of 201 Delnor Avenue and hereby finds that the Landmark nomination meets one or more of the criteria for Landmark Designation listed in Section 17.32.060.C of the St. Charles Zoning Ordinance based on the historical and architectural significance as described in the following findings:

1. **The property has character, interest or value which is part of the development, heritage or cultural character of the community, county or nation.**
   -AND-
2. **The property is identified with a person who significantly contributed to the development community, county, state or nation.**

   This home is the last remaining example of the Ranch style homes that used to dominate the subdivision.

   Gloria Klimek and her husband Carl purchased the home in 1985. Carl was a local architect and who designed Carroll Tower, in downtown St. Charles.

   Gloria served as a commissioner on the St. Charles Park District Board for 24 years. She was also a part of the Downtown Public Arts Committee, the St. Charles Heritage Center and the St. Charles Arts Council. In 2013, Gloria was presented the St. Charles Chamber of Commerce Charlemagne Award for distinguished history of service to the community. An exhibit hall at Hickory Knolls Discovery Center is named in her honor.

3. **The property is identified with the work of a master builder, designer, architect, or landscape architect whose work has influenced the development of the area, the county, the state, or the nation.**

   This home was built by G. E. Steckmesser, a student and later a full time employee of famed Prairie Style architect Frank Lloyd Wright. By 1950 Mr. Steckmesser established his own firm, and is credited as the lead architect for many projects throughout the Chicago area, but most notably in Downers Grove.

4. **The structure embodies distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction or use of indigenous materials.**
   -AND-
5. **The structure embodies elements of design, detailing, materials, or craftsmanship that are of architectural significance.**

   The one story Ranch displays Prairie School elements in the design. The open floor plan contains a low- pitched roof with broad, overhanging eaves. There are strong horizontal lines that are enhanced by the horizontal window casements, a central chimney and a general closeness to the surrounding natural environment.

6. **The property is suitable for preservation or restoration.**

   The house has been owned by Gloria and Carl Klimek since 1985. The exterior of the home has been unaltered and is suitable for preservation.

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council that the property known as 201 Delnor Ave. as legally described in Exhibit "A", be designated as a Landmark, and that it be referred to as the "G. E. Steckmesser- G. F. Brewer", with a construction date of circa 1954.

Roll Call Vote:
Ayes: Pretz, Smunt, Mann, Malay, Krahenbuhl, Kessler
Nays: None
Absent: Norris
Abstain: None

Motion Carried.

PASSED, this 6th day of March, 2019.

_____
Chairman

Exhibit "A"
Legal Description

LOT H OF DELNOR PARK ADDITION TWO (2), ST. CHARLES, IL THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS
PIN #09-27-177-001

CITY OF ST. CHARLES

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

COMMUNITY DEVELOPMENT/PLANNING DIVISION PHONE: (630) 377-4443 FAX: (630) 377-4062

HISTORIC LANDMARK NOMINATION

RECEIVED
St. Charles, IL
JAN 28 2019
CDD
Planning Division
Received Date

Instructions:

To nominate a property for Historic Landmark Designation, complete this application and submit all required documentation to the Planning Division. Based on a review of the application by City staff and the Historic Preservation Commission, additional detailed information to support this application may be required.

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:	Parcel Number(s): 09-27-177-001	
	Property Name (Historic or common name of the property): G. E. Steckmesser - G.F. Brewer	
2. Applicant:	Name GLORIA A. KLIMEK	Phone
	Address 201 DELNOR AVENUE ST. CHARLES, IL 60174	Fax
		Email CRKLIMEK@COMCAST.NET
3. Record Owner:	Name	Phone
	Address SAME	Fax SAME
		Email

4. Legal Description of Property: The legal description should be obtained from the deed, mortgage, title insurance, or other recorded document (attach sheets if necessary).

LOT 4 OF DELNOR PARK ADDITION TWO (2), ST. CHARLES, IL THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS

I. Classification of Property (Check all that apply):

a) Ownership:
X private
___public-local
___public-state

b) Category:
X building
___district
___site

c) Integrity:
X original site
___moved: date_____
X unaltered

d) Function or Use:

Historic/Current
___/___agriculture
___/___commercial
___/___educational
___/___government
___/___entertainment

Historic/Current
___/___industrial
___/___military
___/___museum
X / X private residence
___/___park

Historic/Current
___/___religious
___/___scientific
___/___transportation
___/___other(specify

e) Architecture:

Early Republic
__Federal
__Early Classical
Revival

Mid-19th Century
__Greek Revival
__Gothic Revival
__Italian Villa
__National

Late 19th/20th Century Revivals
__Beaux Arts
__Colonial Revival
__Classical Revival
__Tudor Revival
__Late Gothic Revival
__Dutch Colonial Revival
__English Cottage
__Italian Renaissance
__French Renaissance
__Spanish/Mission

Regional Origin
__Vernacular (describe)
_____
_____
__Other (describe)
_____
_____

Late Victorian
__2nd Gothic Revival
__Itanlianate
__Second Empire
__Queen Ann
__Stick/Eastlake
__Shingle Style
__Romanesque
__Renaissance
__Folk Victorian

Late 19th and Early 20th Century
(American Movements)
__Princess Ann
__Homestead

(Amer. Arts & Crafts Movement)
__Craftsman
__Bungalow
__Foursquare
__Prairie School

Modern Movement
__Modern
__Art Deco
__International Style
X Ranch

II. Building Materials:

Please mark the appropriate boxes listing the materials that exist on the building.

	Foundation	Walls	Roof	Others
Wood		X		
Weatherboard, Clapboard				
Shingle				
Log				
Plywood				
Shake				
Stone		X		
Granite				
Sandstone				
Limestone	X			
Marble				
Slate				
Brick				
Metal				
Iron				
Copper				
Bronze				
Tin				
Steel				
Lead				
Nickel				
Cast Iron				
Stucco				
Terra Cotta				
Asphalt				
Asbestos			X	
Concrete	X			
Adobe				
Ceramic Tile				
Glass				
Cloth/Canvas				
Synthetics				
Fiberglass				
Vinyl				
Aluminum				
Rubber				
Plastic				
Drivit/EIFS				
Other				

III. Significance of Property:

Please indicate source of documentation, if available.

a) Original Owner: G. FABIAN BREWER

b) Architect/ Builder: G. E. STECKMESSER

c) Significant Person(s): G. E. STECKMESSER (STUDIED UNDER AND WORKED FOR FRANK LLOYD WRIGHT

d) Significant Dates (i.e., construction dates): 1954

e) Please indicate which of the following criteria apply to the property:(check all that apply.)

X Property has character, interest, or value which is part of the development, heritage, or cultural character of the community, county, or nation. REMAINING EXAMPLE OF HOMES WHICH ONCE DOMINATED SUBDIVISION.

__ Property is the site of a significant local, county, state, or national event.

X Property is identified with a person who significantly contributed to the development of the community, county, state, or nation. GLORIA A. KLIMEK (ST. CHARLES PARK DISTRICT, CHARLEMAGNE AWARD) CARL R. KLIMEK (CARROLL TOWER)

X Structure embodies distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials. Ranch style w/ Prairie influences

X Property is identified with the work of a master builder, designer, architect, or landscape architect whose work has influenced the development of the area, the county, the state, or the nation. G. E. STECKMESSER

X Structure embodies elements of design, detailing, materials, or craftsmanship that are of architectural significance.

__ Structure embodies design elements that make it structurally or architecturally innovative.

__ Property has a unique location or physical characteristics that make it a familiar visual feature.

__ Structure is a particularly fine or unique example of a utilitarian structure with a high level of historical or architectural significance.

X Property is suitable for preservation or restoration.-building is unaltered

__ Property is included on the___Illinois and/or ___National Register of Historic Places.

__ Property has yielded, or is likely to yield information important to prehistory, history, or other areas of archaeological significance.

IV. Attachments

1. Descriptive Statement: Attach a narrative statement describing the property and its historical architectural significance as indicated in Sections I, II, and III above. Describe structural changes, additions, and decorative modifications or material changes and dates of such work if known. State the reasons it should be designated as a Historic property. SEE ATTACHED

2. Plat of Survey: Attach a plat of survey showing the boundaries and location of the property. This may be obtained from the County Recorder (630-232-5935) at the Government Center. You may also have one from your house closing. NO BUT ANOTHER DOCUMENT ATTACHED.

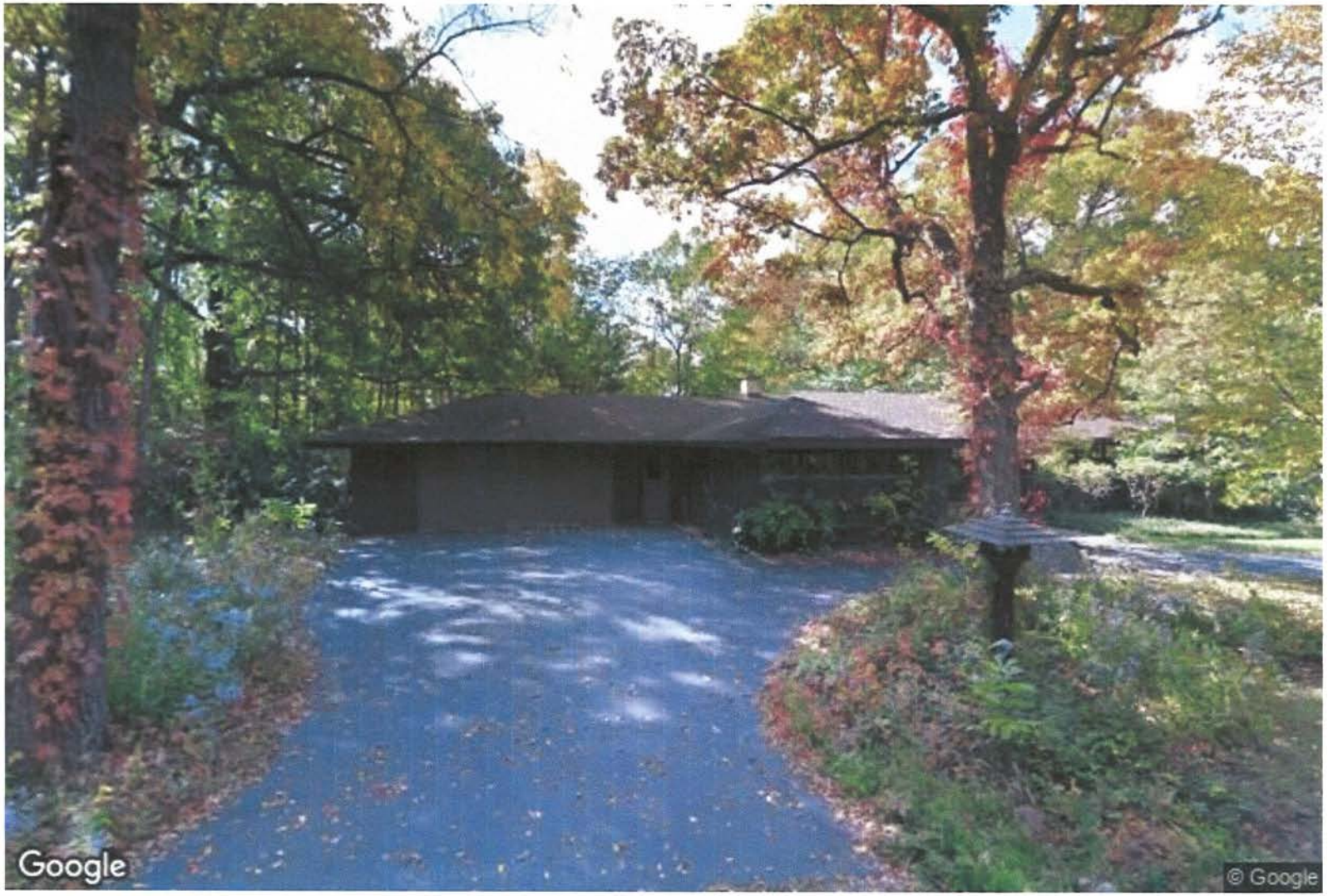
3. Photographs: Attach photographs showing the important structures or features of the property and a photograph as viewed from the public way. Black and white or color prints. A minimum of one photograph of the structure as viewed from the public way is required. ATTACHED

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

Gloria A. [illegible] 1-25-19

Record Owner Date

Applicant or Authorized Agent Date


Google
© Google

Why Landmark 201 Delnor Avenue?

Associated with important person(s)?

G. E. Steckmesser – Architect associated with Frank Lloyd Wright.

Carl R. Klimek – Architect (Carroll Tower in St. Charles as an example).

Gloria A. Klimek – 24-year St. Charles Park District Board Member and a past Charlemagne Award recipient.

Potential source of important information about history?

One of the last remaining examples of the type of single story, ranch home that once dominated this subdivision.

201 Delnor Avenue – **Ranch** Style Architecture

Uniquely American from the heart of the Midwest, this home represents the influence of Louis Sullivan upon Frank Lloyd Wright who transferred that love to G.E. Steckmesser. Prairie school design elements are shared in this one story open floor plan. The house contains a low-pitched roof with broad, overhanging eaves. There are strong horizontal lines enhanced by the horizontal window casements, a central chimney and a general closeness to the surrounding natural environment. Enhancements made during the later 1980's and 90's were designed by Carl R. Klimek, a noted architect himself (Carroll Towers, St. Charles and redevelopment of the Aurora Hotel, 1917 National Register of Historic Buildings, Aurora as examples) which are architecturally correct and are not out of place today.

ANTIQUE HOME

ool

UNIQUELY AMERICAN FROM THE HEART OF THE MIDWEST

Prairie style architecture evolved from the handcrafted, meticulous design and construction prevalent during the earliest years of the 20th century. It's virtually synonymous with Frank Lloyd Wright though many other architects, many of whom were also employed by Louis Sullivan, explored this style.

The evolution toward Prairie School is evident in the many notable examples in and around Chicago where Sullivan and his many protégés worked. For example, in studying the Arts & Crafts influence evident in Frank Lloyd Wright's 1889 home and studio in Oak Park, Illinois, its easy to see the direction he was headed. Over the next couple decades a variety of Wright homes were built nearby and showcase the evolution of the Prairie style. Another example of the Prairie School is evident in several designs included in the **1909 Cement Homes of William Radford (../House-Plans/1909-Radford/)**. Styles like the **two-story 8215 (../House-Plans/1909-Radford-2/r2-8125.htm)** and the **single-story model 8227 with its Wright-inspired planter (../House-Plans/1909-Radford/r1-8227.htm)**.

This uniquely indigenous American style has been integrated into many current styles. In its original form it remained popular only until about 1920 when it largely faded from the architectural scene. However, despite its relatively short life span, it has proven a surprisingly adaptable and modern form. Many of its elements were resurrected during the 1930s when the Ranch style was initially being explored and even today, homes of the Prairie School have a remarkably contemporary appearance. As a result, it's not uncommon to find Prairie influences in modern vernacular designs.

Description

With its clean lines and strong presence, the Prairie style was a reaction to the ornate overblown Victorian architecture of the late 19th century. As a direct descendent of the Arts & Crafts philosophy, the Prairie School style, like its Craftsman cousins, followed a natural progression. The Arts & Crafts philosophy stressed purity of design and artistry in execution. Natural materials were used and revered for what they were. Moving from the outdoors to indoor spaces became a seamless transition.

The building form was long and low with broad, overhanging eaves, and broad covered porches. Moving away from the bungalow style per se, the Prairie style played on Midwest regional influences and incorporated stylized Japanese elements that were very popular at the time. While gabled roof lines were seen, low-hipped roofs became a definitive characteristic of this style.

Other distinctive elements include strong horizontally-oriented façades and open, flowing interior space instead of many small boxy rooms. Ribbons of windows, often with well-defined vertical detail subtly mimicking Japanese shoji screens, add to the horizontal orientation. Many houses are essentially symmetrical, but with subordinate wings or porches. However, asymmetrical designs are also common.

Secondary influences of Mission, Italian Renaissance, and Tudor styles are often seen in such details as tiled roofs, decorative cornices, and false half-timbering. Massive masonry piers support porch roofs and modified versions are typical of more vernacular interpretations.

Decorative detail ranges from the floral and circular geometric forms of Sullivan to the more angular geometric designs of Wright, though many interpretations by other contemporary architects are found.

General Characteristics

Prairie style houses often have a combination of these features:

- One or two-story
- One-story projections
- Open floor plan
- Low-pitched roof
- Broad, overhanging eaves
- Strong horizontal lines
- Ribbons of windows, often casements emphasize horizontality of overall design
- Prominent, central chimney
- Stylized, built-in cabinetry
- Wide use of natural materials especially stone and wood

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201 Delnor Avenue – Who Built the Home

G. (George) Fabian Brewer was a Senior Partner with William Blair & Co. active in the field of investments. Mr. Brewer was born in 1915 and died in 1995. In 1953 Mr. Brewer contracted G. (George) E. Steckmesser, a noted prairie school architect from Downers Grove to design this prairie style home located at 201 Delnor Avenue. This home was constructed in 1954 and lived in by the Brewer family until 1964. Mr. Brewer also lived in the 900 block of Lake Shore Drive in Chicago. It appears this might have been a second residential home providing the ability to conduct business with the Norris family and other notable families throughout the St. Charles area. The area on the east side of St. Charles and Wayne was a haven for the big financial institutions of Chicago executes. Access to the Dunham Hunt Club and St. Charles Country Club offered an excellent opportunity to social activities with existing and potential investors. And with the proximity of Delnor Hospital who had several medical personnel living within walking distance of their workplace allowed Mr. Brewer more opportunities to expand his client base.

201 Delnor Avenue Ownership History

Tax ID: 09-27-177-001

Sub/BLK/Lot: DLPK2/none/H

Legal Description: LOT H OF DELNOR PARK ADDITION TWO (2), ST. CHARLES, IL THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

Current Owner: Gloria A.Klimek

Time Line:

1946 Land released from the estate of Lester J. Norris and Dellora A. Norris.

1952 Lot purchased by G. (George) Fabian Brewer from Norris family.

1953 Brewer contracts G. (George) E. Steckmesser as architect.

1954 Home built by Brewer.

1964 Home transfers to John Logan Rogers from Brewer.

1977 Home transfers to Robert C. Hessing from Rogers.

1985 Home transfers to Carl R. Klimek from Hessing.

G. (George) E. Steckmesser – Architect

G. E. Steckmesser was born in 1902 and died in 1993. He studied architecture as a student of Frank Lloyd Wright later being employed in 1932 for FLW's company. Mr. Steckmesser resided in Downers Grove and with the influence of his teacher/employer concentrated on the prairie style form. It should be noted that he was not an apprentice but a fulltime employee of that firm. By 1950 Mr. Steckmesser had established his own firm and is credited as the lead architect throughout the Chicago area projects but most notably in Downers Grove. If you search the internet you can find several structures, primarily homes as additional evidence of his work.

G. E. Steckmesser – Frank Lloyd Wright Fellowship

...when the Fellowship officially opened on October 25, 1932, it had been three years since the stock market crash. The month before, the Nazis had cut financial support for the German Bauhaus and until they arrived, Edgar, Wes, Yen, Abe, Jack, and the other new apprentices had no idea that America's most famous architect (Frank Lloyd Wright), like his ordinary brethren, had no work. Earlier in the year he had done some studies for a planned development—a roadside market, an overhead service station, a prefabricated house, and a steel farm building—but the projects never went beyond the conceptual stage. The only real project was a small house, something easily handled with everything to dream...

The Fellowship in a few weeks by his remaining professional staff—Karl Jensen, Henry Klumb, Rudolph Mock, George Steckmesser, Juan Hsi Kuo, and Yvonne Renalier all...

"IN THE CAUSE OF ARCHITECTURE"
BY JOHN W. GEIGER

FRANK LLOYD WRIGHT

COMMENTARIES
IN MEMORIAM

A Directory of Frank Lloyd Wright Associates:

NON-APPRENTICES 1889 TO 1959

This list includes people who were not apprentices but who were associated with Wright beginning in 1889. It includes family members, progeny, musicians, etc. as well as the Taliesin Men who were at Taliesin at the inception of the Fellowship and remained there for a period thereafter.

Some ladies were known under several married manes. They are listed first in parenthesis under all married names and then in the main body of the list under their last known name.

The list is sorted alphabetically by last name. The date is the entry date to the Wright venue.

Legend: ID#1: *DC* Deceased
FA Family
MU Musician
NP Non Print (Interior use)
NX Nixie, unknown address
PG Progeny
RE/R2 Attended first or second Fellowship reunion

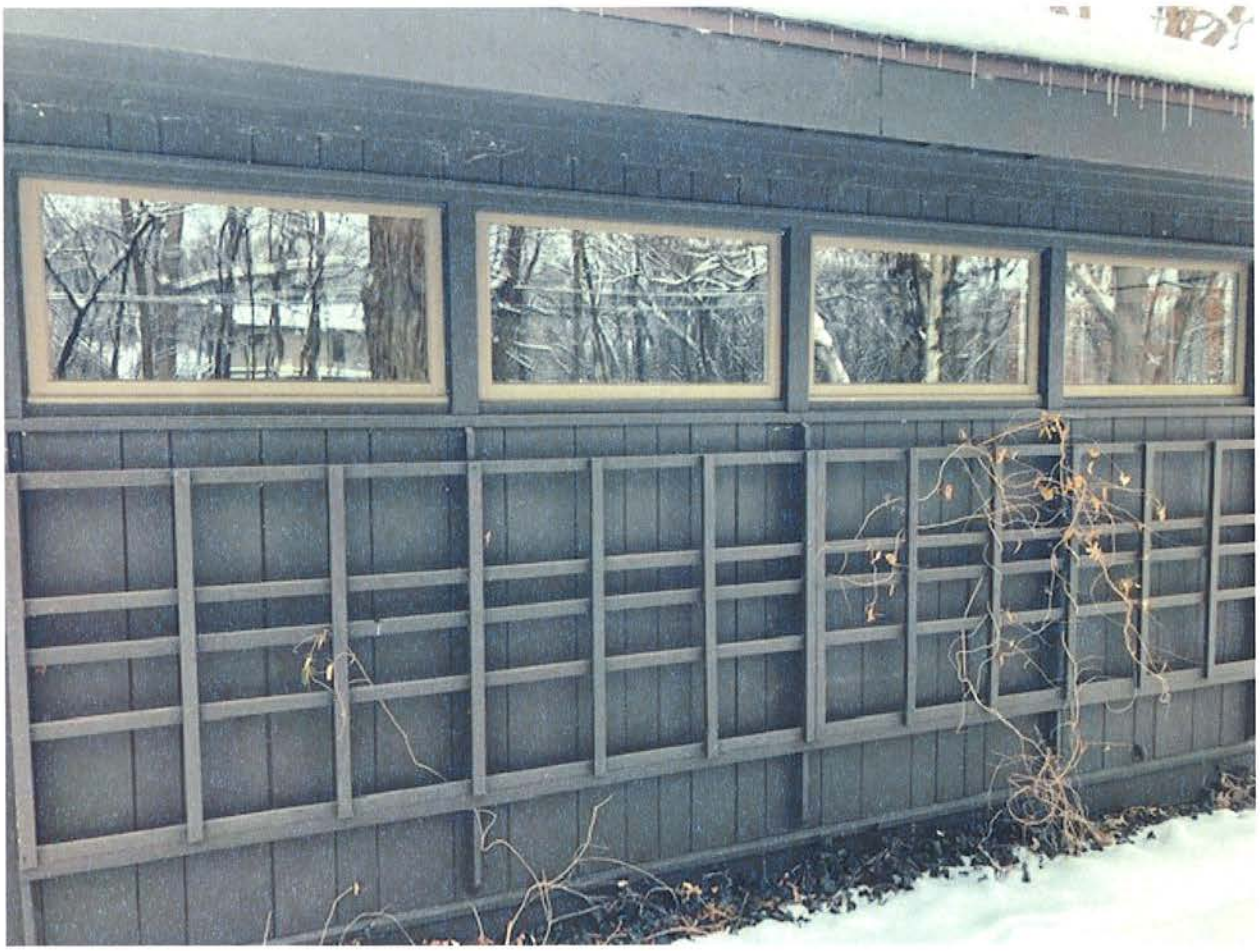
ID#2: *AS* Associated with Wright, not a resident
BC Building Contactor
FA Family
HF Honorary Fellow: Draftsmen employed by Wright
RE/R2 Attended a Fellowship Reunion
TU Tutor to Brandock Peters
TM Taliesin Men: Men who overlapped the Fellowship
WK Employed workmen/women

REC#	ID#1	ID#2	TF IN	LAST, FIRST NAME
5315	TFFANP		06/01/60	(Binnie Lloyd), Eve
5316	TFFANP		06/01/60	(Binnie), Eve
2223	TFMUSP	R2	??/??/39	(Cree Evans), Margaret Cree
1413	TFMUNP		??/??/39	(Cree), Margaret Jean
1466	TFNP	TU	01/01/48	(Hammes), Marilyn
2392	TFDCNP	FATM	01/01/25	(Hinzenberg Wright Peters), Svetlana
1356	TFDCNP	FATM	01/01/25	(Hinzenberg Wright), Svetlana
2391	TFDCNP	FATM	01/01/25	(Hinzenberg), Svetlanna

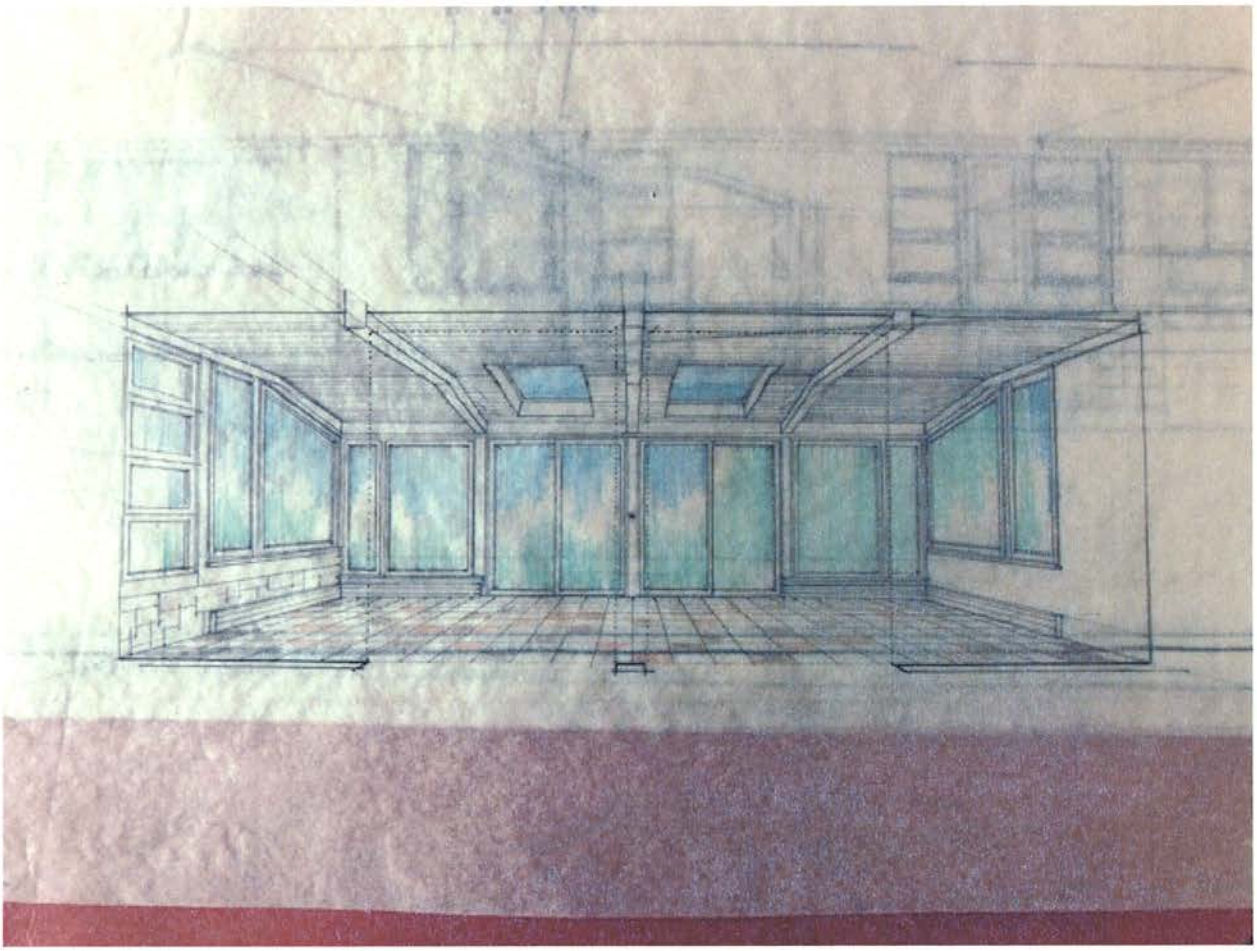
5382	TFMU		07/??/35	Neukrug, Edgar
5307	TFDC	HF	10/??/24	Neutra, Dione
4415	TFDC	HF	10/??/24	Neutra, Richard
5533	TFDC	AS	??/??/04	Niedecker, George Mann
0330	TFPGNX		06/01/70	Ottenheimer Parham, Meredith
0331	TFPG	R2	01/01/63	Ottenheimer Warren, Tabitha
0333	TFPG		09/02/75	Oyakawa, Allen
5387	TFMU		??/??/37	Perlman, George
0346	TFFA	R2	12/17/41	Peters, Brandoch
4426	TFFANX		01/01/44	Peters, Douglas
5393	TFFA		07/??/71	Peters, Olga Margedant
5300	TFFADC	TM	01/01/25	Peters, Svetlana Wright
1599	TFMUNX		06/01/39	Podnos, Theodore
5438	TFDC	AS	??/??/41	Polivka, Jaroslav J.
4935	TFMUNX		05/01/47	Purcell, Ann
5447	TFDC	HF	10/??/32	Ranelier, Yvonne
5549	TFDC	AS	??/??/95	Rassmussen, Louis
3593	TFDC	HF	05/??/16	Raymond, Antonin
0369	TFPG		07/15/80	Rebay, Rasso
0371	TFPG		08/02/76	Rebay, Roland von
5442	TFDC	AS	??/??/04	Reidpath, R. J.
5472	TFDC	WK	10/??/32	Reilly, Ralph
5471	TFDC	WK	10/??/32	Reilly, William
5322	TFDC	HF	??/??/02	Roberts, Isabel
3596	TFDC	HF	??/??/06	Robinson, Harry Franklin
1622	TFMUDC		07/??/35	Rovinsky, Anton
1624	TFMUNX		01/01/38	Salkin, Jules (James (Minerva))
5372	TFDC	HF	11/??/10	Sanderson, Edward
1628	TFMUNX		05/01/47	Sandstrom, Signe
3603	GPDC	HF	02/??/18	Schindler, Rudolf M
5476	TFDC	WK	10/??/32	Schwanke, Bill
1634	TFMUDC		??/??/39	Sciacchitano, Grace
0392	TFMUDC	R2	??/??/37	Sciacchitano, Sam
1635	TFMUDC		??/??/37	Sciachitano, Lois
2361	TFMUNX		06/01/34	Sherman, Glen
3796	TFDC	HF	0?/??/18	Smith, William
5477	TFDC	WK	??/??/31	Stanley, Bill
5445	TFDC	WK	??/??/32	Steckmesser, George
5489	TFDC	WK	??/??/32	Stuart, Hiram
5532	TFDC	AS	??/??/07	Sullivan, Francis
5550	FDC	AS	01/??/01	Tomlinson, Henry Webster
3598	TFDC	HF	03/??/23	Tsuchiura, Kameki
4473	TFDC	HF	01/01/23	Tsuchiura, Nobu
3741	TFDC	HF	??/??/29	Tuntke, Willie
4949	TFDC	HF	03/??/09	Van Bergen, John Shellette
5491	TFDC	WK	??/??/40	Volk, Phil
5544	TFDC	AS	08/22/09	Von Holst, Herman Valentin
3742	TFDC	HF	10/??/28	Walker, Donald
1670	TFMUDC		05/01/47	Wallfisch, Ernst
0457	TFMU	R2	05/01/47	Wallfisch, Lory
0465	TFPG	RE	08/07/60	Welt, Marc
5362	TFDC	WK	10/??/11	Weston, William (Billy)
4948	TFDC	HF	??/??/03	White, Charles Elmer
5433	TFDC	HF	??/??/05	Willatzen, Andrew
5434	TFDC	HF	??/??/02	Willis, George
5449	TFDC	BC	??/??/34	Wiltschek, Ben
5323	TFDC	HF	09/??/08	Woolley, Taylor

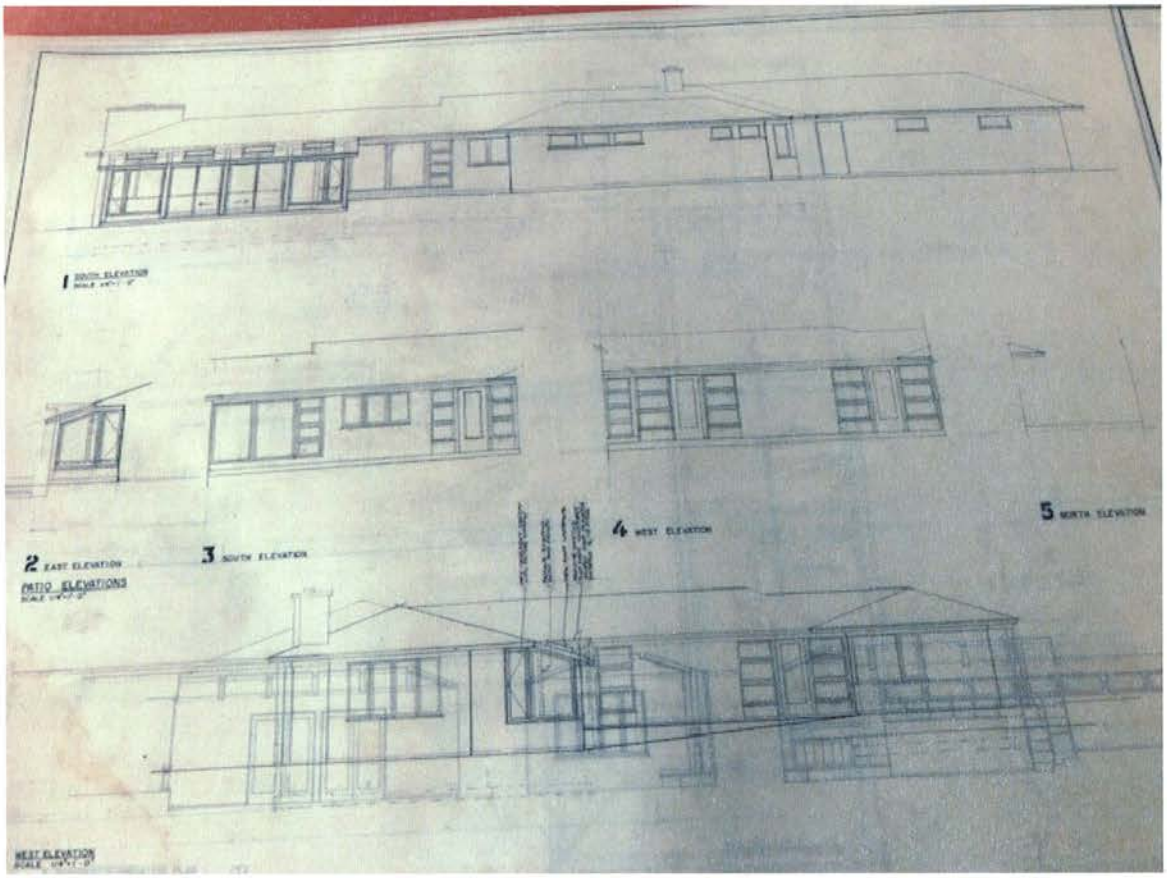
G. E. Steckmesser – Downers Grove Carnegie Library

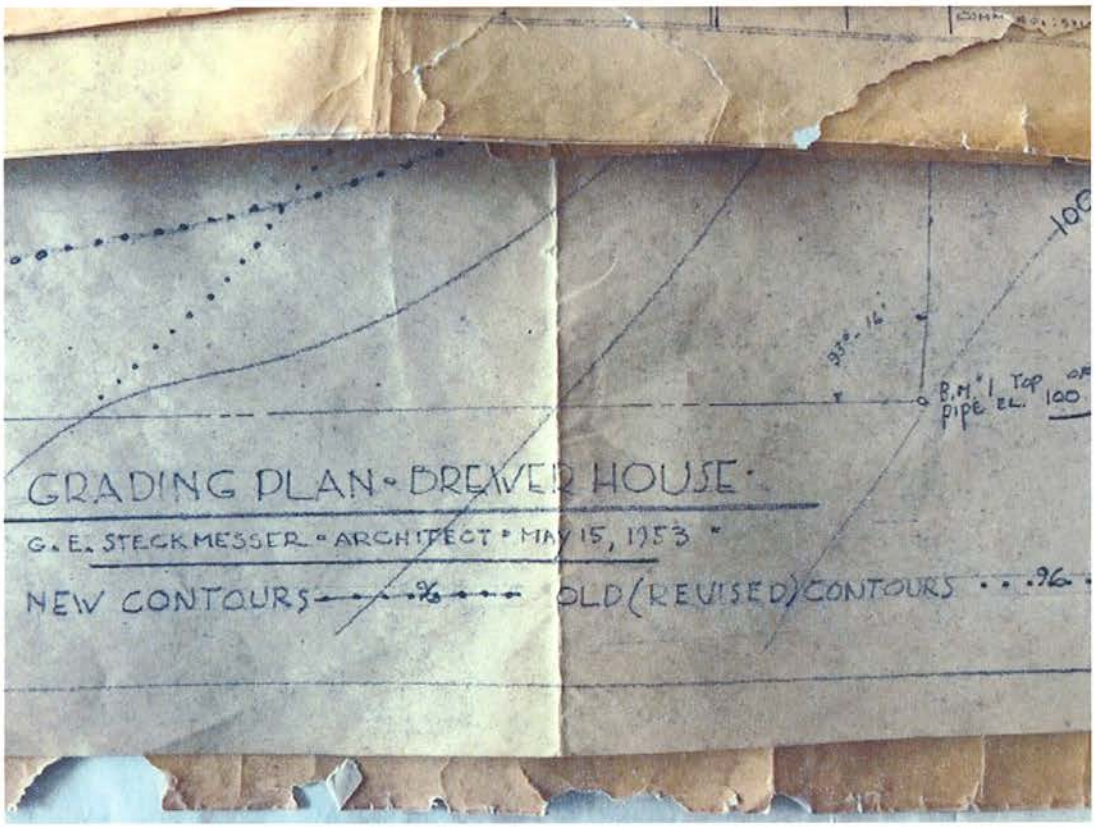
Among the particular institutions responding to new needs was the Downers Grove Public Library. The standard two-story Carnegie Library, opened in 1915 at the corner of Forest and Curtiss, was enlarged in 1956 by a wrap-a-round addition designed by local resident George Steckmesser, a student of Frank Lloyd Wright. Eventually, a referendum was passed for a new, larger two-story building which was opened on the corner site in 1977.

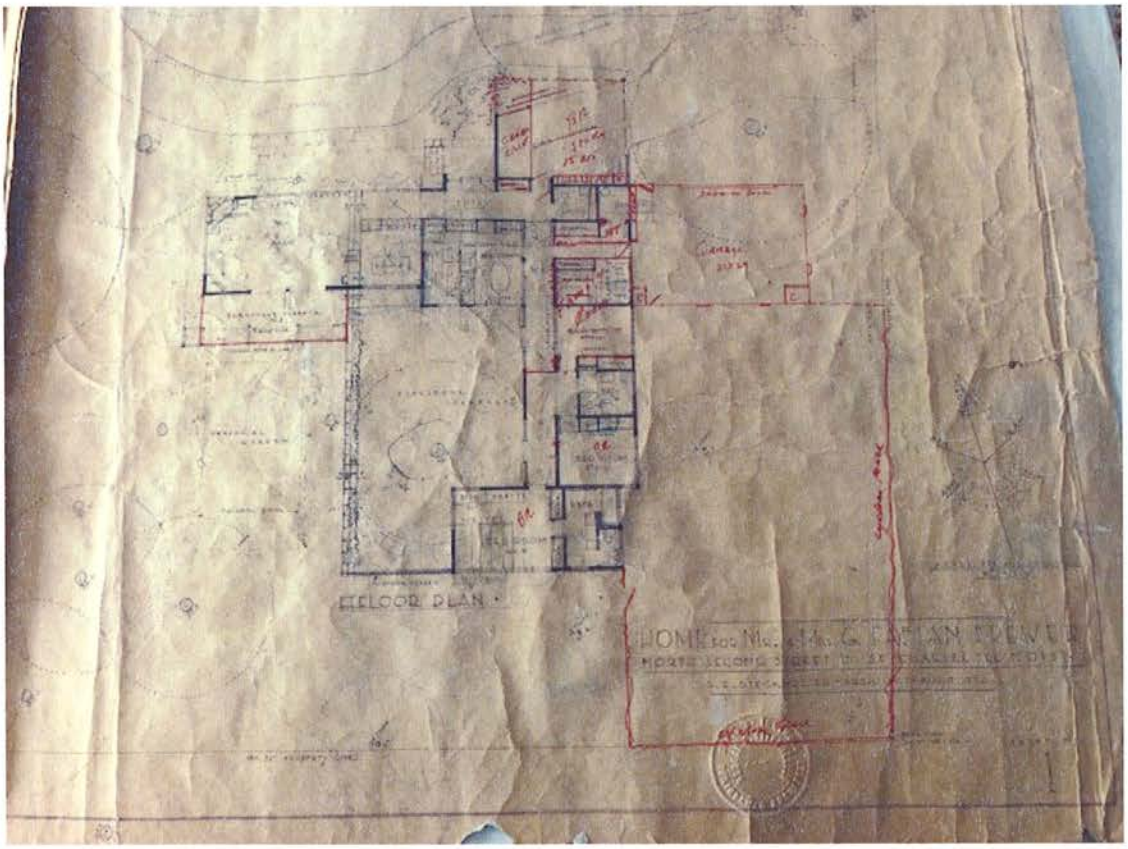


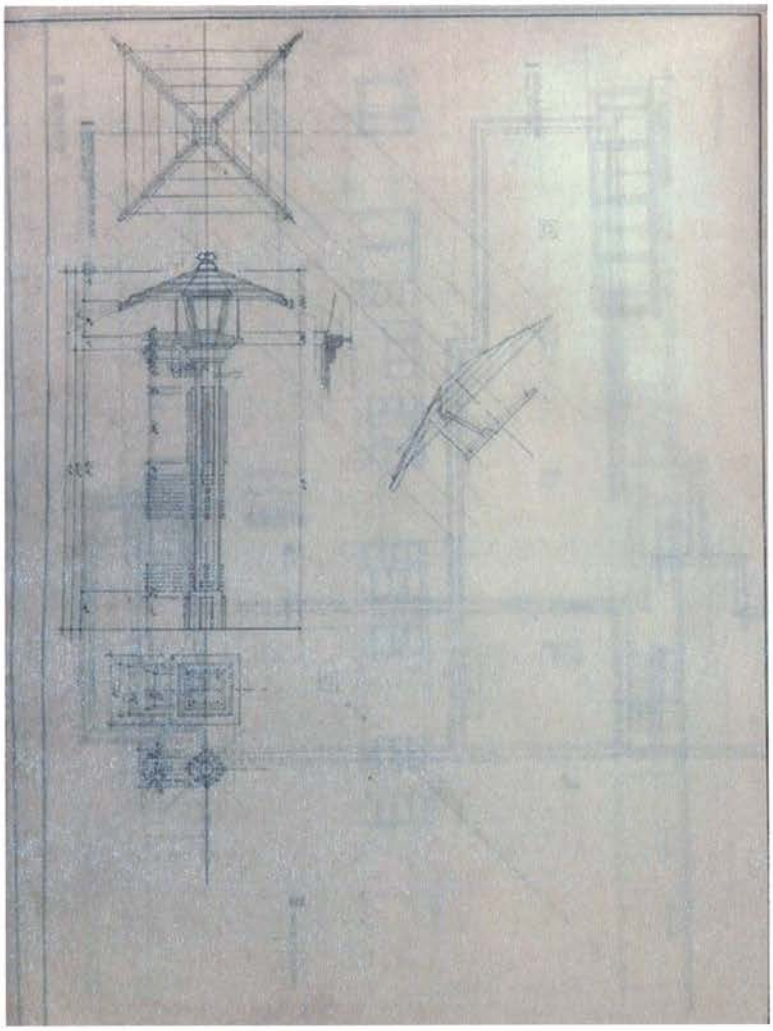
20




1
2 EAST ELEVATION
PATIO ELEVATIONS
3 SOUTH ELEVATION
4 WEST ELEVATION
5 NORTH ELEVATION
WEST ELEVATION


B.M. #1 Top of Pipe El. 100
GRADING PLAN - BREWER HOUSE
G. E. STECKMESSER - ARCHITECT - MAY 15, 1953
NEW CONTOURS
OLD (REVISED) CONTOURS

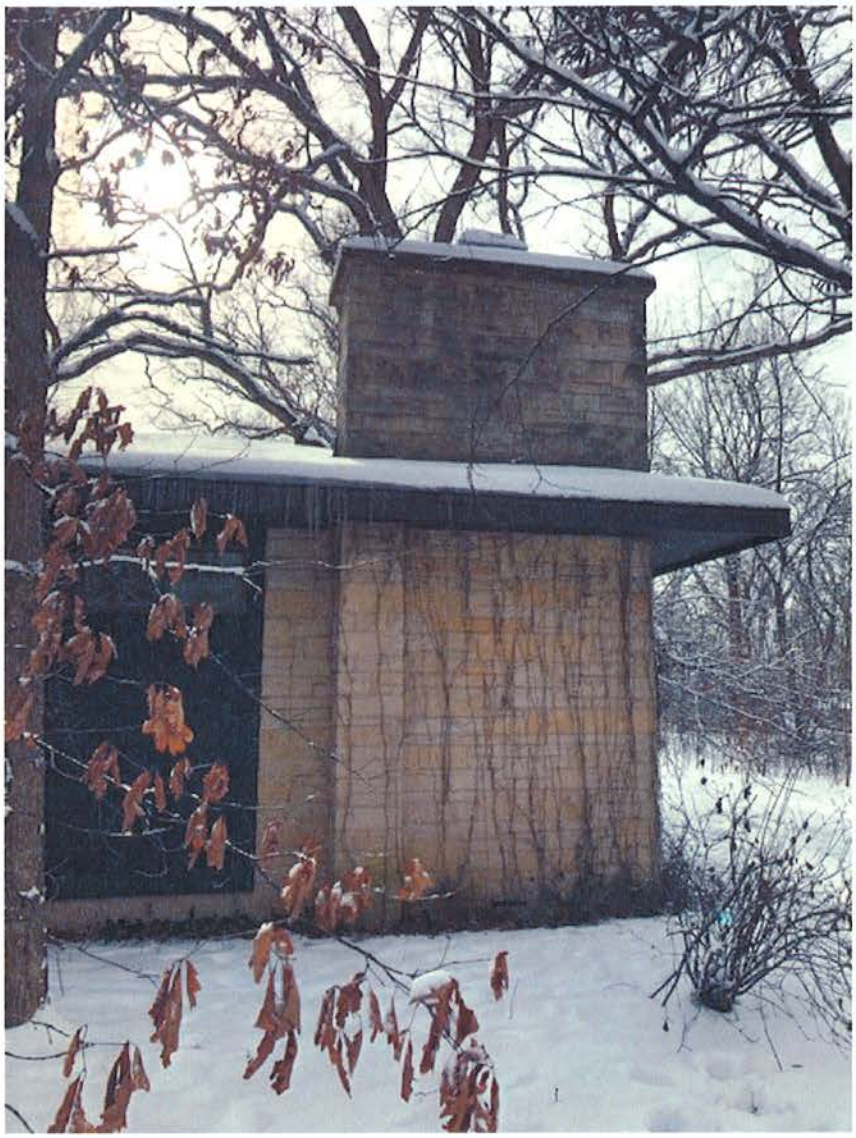

FLOOR PLAN



CARL R. KLIMEK & ASSOCIATES
ARCHITECTS PLANNERS

CARL R. KLIMEK & ASSOCIATES
ARCHITECTS PLANNERS
343 S DEARBORN SUITE 1801 CHICAGO, IL 60604

job no.
issue date
drawn by
approved



ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: 5a
	Title:	Recommendation to approve a Limited Contractual Service Agreement with the Fox River and Countryside Fire Rescue District
	Presenter:	Fire Chief Joseph Schelstreet

Meeting: Planning & Development Committee Date: March 11, 2019

Proposed Cost: $0	Budgeted Amount: $0	Not Budgeted: ☐

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

The City, through the Fire Department, has been working on a limited contractual service agreement with the Fox River and Countryside Fire Rescue District. The agreement is limited as it concerns only approximately 50 properties generally in the area of Kautz Road, Toni, Denny and Bonnie Street and is only for a one year period. The Fire Department would provide fire protection and prevention services as well as hazardous materials and special rescue response. This geographic has a response history of approximately 2 -3 calls for service annually. Tri City Ambulance will provide the Advanced Life Support (ALS) transport service and approved the contract at the recent meeting on March 8. The Fire District approved the contract at their meeting on February 25 and will pay the City the amount of tax money that they collect from these properties for the period identified. This amount is estimated at approximately $6,000. Both the level of service and the method in which the payment was calculated, mirror the previous service agreements between the two parties. The agreement has been reviewed by the City attorney and will begin on May 1, 2019 and terminate April 30, 2020.

Attachments (*please list*)**:** Contract with the Fire District, Map of properties

Recommendation/Suggested Action (*briefly explain*)**:** Staff requests approval of the limited contractual service agreement with the Fox River and Countryside Fire Rescue District

AGREEMENT FOR FIRE PROTECTION AND RESCUE SERVICES

THIS AGREEMENT, made and entered into as of this 1st day of May, 2019, (the "Execution Date") by and between the City of St. Charles, Kane and DuPage Counties, an Illinois municipal corporation (the "City"), Tri City Ambulance ("Tri City") and the Fox River and Countryside Fire Rescue District (the "District") (hereinafter collectively referred to as the "Parties", or individually as a "Party").

WITNESSETH:

WHEREAS, the City is a municipal corporation duly organized and existing under and by virtue of the laws of the State of Illinois; and,

WHEREAS, the District is a fire protection district duly organized and existing under and by virtue of the laws of the State of Illinois; and,

WHEREAS, the District is obligated to provide Fire Protection and Rescue Services to territory located within its corporate limits and the residents thereof; and,

WHEREAS, the District operates a fire department for the needs of the residents and property owners within its territory; and,

WHEREAS, the City operates a fire department for the needs of the residents and owners of property within said City; and,

WHEREAS, Tri City Ambulance is an Association created pursuant to an Intergovernmental Agreement dated May 14, 1985, by and among the City of St. Charles, the City of Geneva, the City of Batavia, Batavia Township for the purpose of funding, administering and managing and retaining the operation of a paramedic/ambulance services; and,

WHEREAS, the Parties are authorized to contract with each other in any manner not prohibited by law or ordinance, and to exercise, combine or transfer any power or function in any manner not prohibited by law, pursuant to Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*); and,

WHEREAS, the Fire Protection District Act, (70 ILCS 705/11a), specifically permits fire protection districts to contract for the provision of Fire Protection and Rescue Services; and,

WHEREAS, the Parties deem it to be in the best interests of their residents and property owners and in furtherance of the public health, welfare and safety for each Party to enter into this Agreement and otherwise cooperate for the provision of Fire Protection and Rescue Services.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the adequacy and sufficiency of which the Parties hereby stipulate, the Parties hereto agree as follows:

Rec'd 2/21/19 11:50

I. Incorporation of Recitals.

The preambles set forth above are hereby incorporated herein as substantive provisions of this Agreement as if fully set out in this Article I.

II. Definitions.

A. Rules of interpretation.

For the purposes of this Agreement, the following words and phrases and their derivations shall have the meaning ascribed herein. When not inconsistent with the context, words and phrases used in the present tense include the future, words and phrases in the plural number include the singular number, and words and phrases in the singular number include the plural number. In the event that a word or phrase is not defined herein, it shall have the definition commonly attributed thereto.

B. Definitions. The following words and phrases, when used in this Agreement, shall have the following meanings:

"Agreement" shall mean this Agreement together with all exhibits and attachments hereto.

"Apparatus" shall mean motorized vehicles utilized by the Fire Department to convey Equipment, personnel, and specialized capabilities to the scene of an Incident or to otherwise respond to a request for Fire Protection and Rescue Services.

"Equipment" shall mean items that include but are not limited to appliances, hose, ladders, personal protective equipment, SCBA, supplies, tools, and other articles necessary for the provision of fire suppression and rescue services.

"Facility" shall mean real estate, buildings, or other fixed use property.

"Incident" shall mean a response by a Fire Department unit or units to a specific address or location subsequent to a notification or request for assistance from an automatic detection device or service, a member of the public, or another governmental agency. Incident responses serve as one measure of service demand for emergency services.

"District Territory" or "Territory" shall mean the territory incorporated within the legal limits of the District as of the Execution Date; a map of said Territory is attached hereto as "Exhibit A" and incorporated herein by reference. The definition of "District Territory" or "Territory" may be amended, from time to time, as provided in Article III. B. of this Agreement.

"Due Date" shall mean October 1, 2019.

"Fiscal Year" shall mean the time period between 12:01 a.m. May 1, to midnight of the following April 30.

"Fire Department" shall mean the City of St. Charles Fire Department.

"Fire Protection District Act" shall mean 70 ILCS 705/1 *et seq.*

"Fire Protection and Rescue Services" shall mean and include the provision of trained firefighters and other ancillary personnel; the housing and maintenance of firefighting and emergency rescue Equipment and Apparatus owned and operated by the City; the suppression of fire and the protection of persons and property; the rendering of emergency medical first response by Fire Department paramedics dispatched as determined appropriate; the provision of hazardous materials response, technical rescue response and water rescue and recovery of persons; the provision of fire inspection, plan review, and code enforcement services. "Fire Protection and Rescue Services" shall include emergency and non-emergency ambulance transport services.

"Mutual Aid" shall mean providing the response of Apparatus, Equipment, and personnel from outside communities, upon request, to the scene of an emergency incident that exceeds or exhausts the capability of available local resources. As a participant in the Mutual Aid Box Alarm System (MABAS) the City may call upon or be obligated to respond to other participating MABAS municipalities throughout the State of Illinois.

"Payment" shall mean the dollar amount, agreed upon in accordance with Article III herein, required to be paid to the City by the District

"Property Tax Extension Limitation Law" or "Extension Limitation" shall mean 35 ILCS 200/18-185 *et seq.*

III. Fire Protection and Rescue Services.

A. Provision of Fire Protection and Rescue Services, Generally.

1. The City hereby agrees to provide Fire Protection and Rescue Services, to residents within the area described in Exhibit A.

2. The Parties hereto acknowledge and agree that the provision of Fire Protection and Rescue Services is, by its nature, subject to exigent circumstances beyond the control of the City, Fire Department or District. Therefore, the City's obligations under this Agreement are subject to the Force Majeure limitations set forth in Article VIII(O). Subparagraph O. of this Agreement. Further, the City's obligations hereunder are subject to the unavailability of Fire Department personnel and Equipment and Apparatus when such unavailability is attributable to other call volume and/or the City's response to other demands placed

upon it by virtue of Automatic and Mutual Aid agreements presently existing or which may exist in the future. Nonetheless, the City agrees to use reasonable efforts to facilitate the provision of Fire Protection and Rescue Services within the District Territory.

3. The City reserves the right to determine the location and appropriate dispatch of firefighters, ancillary personnel, Equipment, and Apparatus. Further, all firefighters, ancillary personnel, Equipment, and Apparatus shall, at all times and circumstances, be under the exclusive control and direction of the City regardless of where the same are stationed.

B. Automatic and Mutual Aid.

1. The District hereby acknowledges that the City has heretofore entered into, and may hereafter enter into, Automatic Aid and Mutual Aid agreements with other units of local government. Under the terms of these agreements, the City may be obligated to provide Fire Protection and Rescue Services outside the City's corporate limits and outside the District Territory. Further, under the terms of these Automatic Aid and Mutual Aid agreements, other units of local government may be similarly obligated to provide Fire Protection and Rescue Services within the City's corporate limits and within the District Territory. As such, the District agrees that the provision of Fire Protection and Rescue Services within the District Territory by said other units of local government with whom the City has Automatic Aid and/or Mutual Aid agreements, either in lieu of, or in addition to, the provision of such services by the Fire Department is permitted by this Agreement without the further consent of the District and does not violate the terms hereof. The City shall have the sole authority to determine the appropriateness of auto aid and mutual aid agreements under the terms of this agreement.

2. The Parties hereto further acknowledge that the Fire Department may, in certain circumstances, be requested and/or required to render Fire Protection and Rescue Services or other assistance to other communities. The City's delay or failure to render Fire Protection and Rescue Services within the District Territory as required by this Agreement, when caused in whole or in part, by the rendering of Automatic Aid and Mutual Aid or assistance, shall not constitute a breach of this Agreement. [See III (A)(2) above].

C. Payment for Fire Protection and Rescue Services.

1. Payment. In consideration for the City's provision of Fire Protection and Rescue Services, the District shall make the Payment to the City the equals the amount of tax revenue collected by each of the identified properties in Appendix A. For the identified Fiscal Year, the amount of the Payment shall be as follows: May 1, 2019 through April 30, 2020.

2. Time and Manner of Payment. For the identified Fiscal Year, the District shall tender the Payment to the City on October 1, 2019.

3. The District understands that the area described in Exhibit "A" will be served by Tri-City Ambulance and that the residents will receive a bill for the services of Tri-City Ambulance. The billing amount shall be based upon Tri-City Ambulance's billing schedule as amended from time to time.

IV. Other Requirements.

A. District Ordinances. The District agrees to adopt codes and ordinance(s) relating to fire protection and control that are substantially similar to those now in effect within the City, as the same may be amended from time-to-time, subject however to such exceptions or additions as the District shall deem appropriate.

B. Insurance required. Each Party shall be required to keep and maintain the following self insurance reserves and policies of insurance with minimum coverage limits during the term of this Agreement as follows:

1. In the case of the City, the required types of insurance and minimum coverage shall be as follows:

a) Self-Insured Retention in the amount of $100,000.

b) General Liability – Travelers Insurance: $1,000,000 per occurrence; $3,000,000 aggregate.

c) Umbrella Liability -Travelers Insurance: $20,000,000.

2. In the case of the District, the required types of insurance and minimum coverage shall be as follows:

a) Worker's Compensation.
Continental Illinois Public Risk Fund
Coverage: $3,000,000 Injury by accident P/O; $3,000,000 by disease P/O; Policy Limit $3,000,000 covers clerical employee

b) Commercial General Package Policy.
American Selective Insurance Company

Coverage:
Public Employee Bonds: $ 50,000.00
Management Liability for wrongful acts: $ 1,000,000 P/O; $ 1,000,000 Aggregate;

No deductible
Money and Securities: $50,000 limit
General Liability: $ 10,000,000 P/O; $ 10,000,000 Aggregate
Includes Officers & Directors E&O, Crime etc.;

c) Umbrella Excess Policy
American Selective Insurance Company
Coverage: $ 5,000,000 P/O; $ 5,000,000 Aggregate

Each Party shall cause the other to be added as an additionally insured party on all coverages required to be secured and maintained by the terms of this Agreement with the sole exception of the self-insurance portion of the City's insurance coverage. If requested by either Party, the non-requesting Party shall provide a Certificate of Insurance for each policy of insurance coverage required herein which Certificate shall demonstrate that the requesting Party has been named thereon as additionally insured. Each Certificate of Insurance shall contain wording which shall make clear that the additionally insured parties shall include the City or the District, as the case may be, together with their respective officials, trustees, directors, officers, or employees together with any holder or mortgagee as designated by the City.

C. The Parties agree that any grant monies received by the City for Fire Protection and Rescue Services will be expended as determined by the City. Any grant monies obtained the District will be expended as determined by the District. Any grant monies jointly received by the City and the District will be expended so as to benefit each party as mutually determined by the City and the District.

V. Indemnification.

A. District's Indemnification of City. The District agrees to indemnify, defend, protect, and hold harmless the City and its officers, agents and employees from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, all costs and cleanup actions of any kind, and all costs and expenses incurred in a connection therewith, including but not limited to reasonable attorney's fees, expert witness fees and costs of defense (collectively, the "Losses") directly or proximately resulting from the District's acts or omissions.

B. District's Indemnification of Tri-City Ambulance. The District agrees to indemnify defend, protect, and hold harmless Tri City Ambulance and its officers, agents and employees from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, all costs and cleanup actions of any kind, and all costs and expenses incurred in a connection therewith, including but not limited to reasonable attorney's fees, expert witness fees and costs of defense (collectively, the "Losses") directly or proximately resulting from the City's acts or omissions or the acts or omissions

of any other units of local government acting pursuant to an agreement with the City.

C. City's Indemnification of District. The City agrees to indemnify, defend, protect, and hold harmless the District and its officers, agents and employees from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, all costs and cleanup actions of any kind, and all costs and expenses incurred in a connection therewith, including but not limited to reasonable attorney's fees, expert witness fees and costs of defense (collectively, the "Losses") directly or proximately resulting from the City's acts or omissions or the acts or omissions of any other units of local government acting pursuant to an agreement with the City.

D. Defenses and Immunities Not Waived. Nothing set forth in this Agreement shall be deemed a waiver by the Parties of any defense or immunity relating to the provision of Fire Protection and Rescue Services and any other defenses that are or would be otherwise available to the Party and their officers, agents and employees, as provided for by law. The provisions of this section shall survive the expiration or earlier termination of this Agreement or renewal thereof.

E. Tri-City Ambulance's Indemnification of City. Tri-City Ambulance agrees to indemnify, defend, protect, and hold harmless the City and its officers, agents and employees from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, all costs and cleanup actions of any kind, and all costs and expenses incurred in a connection therewith, including but not limited to reasonable attorney's fees, expert witness fees and costs of defense (collectively, the "Losses") directly or proximately resulting from the Tri-City Ambulance's acts or omissions of any other units of local government acting pursuant to an agreement with the City.

F. Tri-City Ambulance's Indemnification of District. Tri-City Ambulance agrees to indemnify, defend, protect, and hold harmless the District and its officers, agents and employees from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, all costs and cleanup actions of any kind, and all costs and expenses incurred in a connection therewith, including but not limited to reasonable attorney's fees, expert witness fees and costs of defense (collectively, the "Losses") directly or proximately resulting from the City's acts or omissions or the acts or omissions of any other units of local government acting pursuant to an agreement with the City.

VI. Default; Opportunity to Cure

This Agreement shall be enforceable by either Party or by any successor or successors in interest or by the assigns of either of the Parties. Enforcement may be sought by an

appropriate action at law or in equity to secure the performance of the covenants, conditions and obligations contained herein. Should either Party breach any term, condition, covenant or obligation undertaken by said Party under the terms of this Agreement, the non-breaching Party shall give to the Party deemed to have committed the breach a 30 days written notice of said breach(s) demanding the said breaching Party perform or correct the same within said thirty (30) day period. The giving of said notice and opportunity to cure shall be a precondition to the non-breaching Party's seeking of any remedy or relief provided for herein.

If either Party shall fail to perform any of its obligations hereunder, and the non-breaching Party shall have given written notice of such failure to the breaching Party, and the breaching Party shall have failed to cure such breach within said 30-day period, then, in addition to (but not in lieu of) any and all other remedies available to the non-breaching Party, the non-breaching Party shall have the right, but not the obligation, to declare this Agreement immediately terminated. Should the District fail to make all or any part of any Payment due the City under the terms of this Agreement, the City shall have the right, subject to the notice provisions provided for herein, to terminate this Agreement and cease providing the Fire Protection and Rescue Services within the District Territory, as amended. In addition, the City shall have the right to sue for breach of contract and for the collection from the District of any and all sums due the City under the terms of this Agreement. Such sums shall remain an obligation of the District and shall bear interest at the statutory judgment rate from and after the date of each such default to the date of payment.

The failure of either of the Parties to insist upon the strict and prompt performance of the terms, conditions, covenants or obligations set forth in this Agreement shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce the same. The remedies provided herein shall be cumulative and not exclusive. No waiver of a default shall be construed as a waiver of any subsequent default or failure to perform.

VII. Termination

This Agreement may be terminated as follows:

A. In the event that the District dissolves, annexes, merges into another district or otherwise ceases to exist as a legal entity, this Agreement shall automatically terminate as of the effective date of the dissolution, annexation, merger or the date on which the district ceases to exist. In the event that the Agreement is terminated for any of the reasons set forth in this Paragraph A, the City shall be entitled to payment for services rendered to the effective date on a pro-rata basis.

B. By either Party in the event that the other Party commits or permits a material breach of this Agreement and said breaching Party fails to remedy such material breach within the time period provided for in Article VIII hereof after the giving of written notice of such material breach by the non-breaching Party as provided in said Article VIII. Said notice shall contain such detail as may be necessary to accurately identify the breach and specific steps necessary for its cure.

In the event that this Agreement is terminated by the District because of a material breach by the City, the City shall be entitled to Payment up to and including the date of breach on a pro-rata basis.

C. By mutual written agreement of the parties at any time provided that such written agreement shall have first been executed by each of the Parties as otherwise provided by law.

VIII. Miscellaneous Provisions

A. Term. The Term of this Agreement shall be for a period of one (1) year commencing on the Date of Execution of this Agreement May 1, 2019 and ending on April 30, 2020, unless otherwise terminated in accordance with the provisions herein.

B. Notices. All notices or demands required or desired to be furnished pursuant to the terms of this Agreement shall be in writing, delivered personally or by certified mail, return receipt requested, with postage prepaid, the combination of which shall constitute proper delivery to the proper addresses:

To the City:
City of St. Charles
Two East Main Street
St. Charles, Illinois 60174-1984
Attn: City Administrator

With a copy to:
Hoscheit, McGuirk, McCracken & Cuscaden, P.C.
1001 E. Main Street, Suite G
St. Charles, Illinois 60174
Attn: John M. McGuirk

To the District:
Fox River and Countryside Fire Rescue District
34W500 Carl Lee Road
St. Charles, Illinois 60174

With a copy to:
Kenneth C. Shepro
Attorney and Counselor at Law
33W542 Army Trail Road
P.O. Box 760
Wayne, Illinois 60184-0760

Or to such other person or place which either Party hereto, by its prior written notice, shall designate for notice to it from the other Party hereto.

C. Mutual Assistance. The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement and the intent of the Parties as reflected by the terms of this Agreement, including, without limitation, the enactment by the Parties of such resolutions and ordinances, the execution of such permits, applications and agreements and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement.

D. Entire Agreement. This Agreement constitutes the entire contract between the parties and there are no other understandings, oral or written, relating to the subject hereof.

E. Amendment. This Agreement shall not be changed, modified, or amended in whole or in part, except in writing and signed by the Parties.

F. Governing Law and Jurisdiction. This Agreement and the application of the terms contained herein shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this Agreement shall be proper only in the Sixteenth Judicial Circuit Court of Kane County, Illinois.

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

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

I. Relationship of Parties. Nothing contained in this Agreement, nor any act of the City, shall be deemed or construed by any of the Parties, or by a third person, to create any relationship of third party beneficiary, or principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City.

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

K. Severability. The Parties believe that the provisions hereof are reasonable and enforceable. However, in the event that a court of competent jurisdiction deems any provision hereto to be unreasonable, void or otherwise unenforceable, such provision(s) shall be deemed revised to the minimum extent necessary in order to be valid and enforceable, and if such provision(s) cannot be so revised, such provision(s) shall be deemed severed from the remainder of the Agreement, which shall continue in all other respects be valid and enforceable.

L. Assignment. This Agreement shall not be assigned or transferred, nor shall the duties hereunder be delegated, without the express written agreement of the parties or as otherwise required by law. Notwithstanding the foregoing, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

M. Duration of Obligations. Unless otherwise specifically stated, all obligations pursuant to this Agreement shall continue throughout the entire Term or extension hereof.

N. Section Headings. Section headings in this Agreement are for convenience and reference only, and shall not affect the construction of this Agreement.

O. Force Majeure. If the timely, complete, efficient, and/or effective performance of any part of this Agreement is prevented, hindered, delayed or otherwise substantially impaired by reason of any flood, riot, fire, act or threatened or feared act of terrorism, judicial or governmental action, labor disputes, failure or impracticality of power or water sources, Equipment failure, acts of God, or any other cause beyond the control of the affected Party, that Party shall be excused from such performance to the extent and for the period of time that it is prevented, hindered or delayed by such causes.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

CITY OF ST. CHARLES, an Illinois Municipal Corporation:

By: _____
Raymond P. Rogina, Mayor

ATTEST:

By: _____
Charles Amenta, City Clerk

FOX RIVER AND COUNTRYSIDE FIRE RESCUE DISTRICT:

By: _____
Robert Handley, President

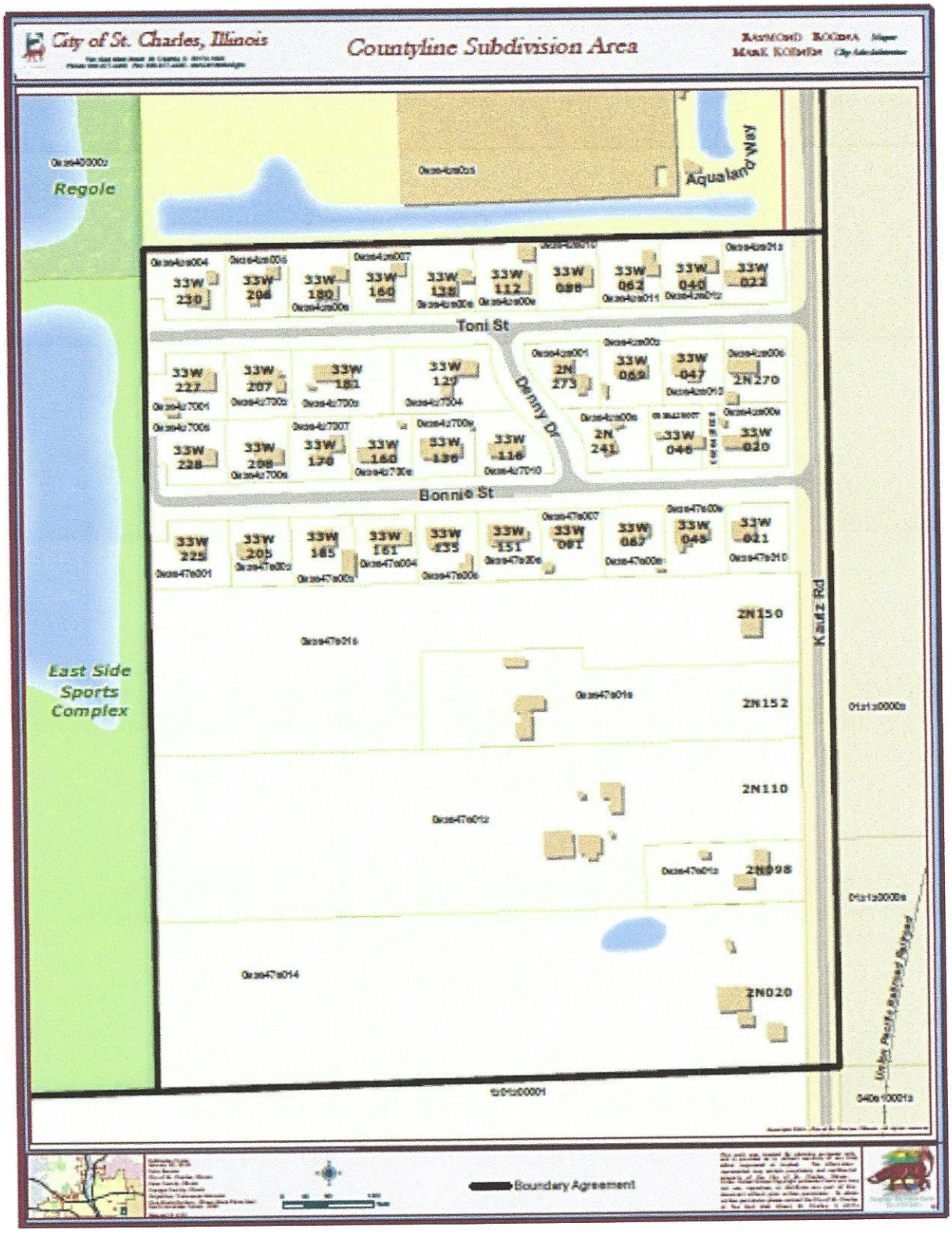
ATTEST:

By: _____
Thomas G. Mollenhauer, Secretary

TRI-CITY AMBULANCE SERVICE

By: _____

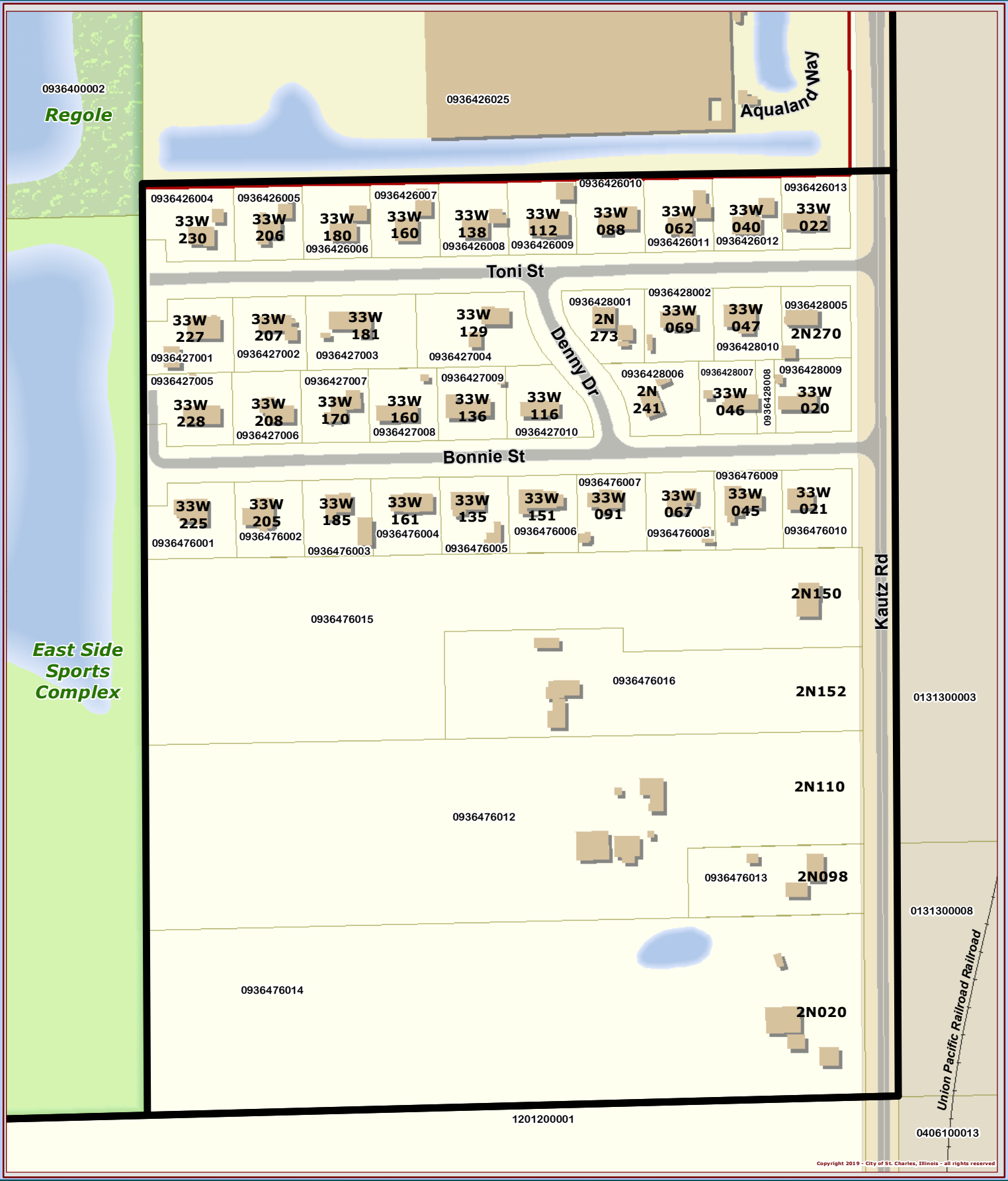
EXHIBIT A


City of St. Charles, Illinois
Countyline Subdivision Area
Regole
Aqualand Way
Toni St
Donny Dr
Bonnie St
Kautz Rd
East Side Sports Complex
2N150
2N152
2N110
2N098
2N020
Boundary Agreement

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

Countyline Subdivision Area

RAYMOND ROGINA Mayor
MARK KOENEN City Administrator



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Publication Date:
January 22, 2019
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
Request # 4151

0 45 90 180 Feet

Boundary Agreement

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Geographic Information Systems
City of St Charles