



## AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Tax Increment Financing Redevelopment Agreement with Emerald RE Holdings, LLC		
Presenter & Title:	Cathleen Tymoszenko, Economic Development Director		
Date:	July 15, 2024		
<b>Please Check Appropriate Box:</b>			
<input type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EV-11			
Estimated Cost: \$ 2M	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If "Other Funding," please explain: Special Allocation Fund TIF 3			
<b>Executive Summary:</b>			
<p>Emerald RE Holding, LLC (Emerald) is the contract purchaser of 122-130 E. State Street- a .87-acre site located at the southwest corner of E. State St. and Crissey Ave. within TIF 3. The site was assembled in 2017 by the current owner (Geneva Heights, LLC) and cleared of two residential structures in 2018.</p> <p>In 2022, Emerald completed preliminary site investigation and requested tax increment-financing assistance citing extraordinary costs associated with site assembly, site preparation, utility extensions/upgrades and stormwater management. The Committee of the Whole reviewed the initial request in Oct. 2022 and determined that the project met several goals embodied in City plans and the TIF 3 Redevelopment Plan. Emerald was encouraged to move forward with entitlements and a request for TIF assistance. Emerald was also encouraged to add affordable units to the project.</p> <p>Upon recommendation by the Planning and Zoning Commission, in October 2023, the City Council approved a Comprehensive Plan Amendment, Zoning Map Amendment, Variation for increased setbacks and site plan approval to entitle the property for construction of a three-story, mixed-use building with first-floor retail and apartments above the second and third floors. The main tenant on the first floor will be Great Western Flooring Design Center. A complementary commercial user will occupy the second retail space. The building will include 14 residential units, two of which will be studios to address the need for more attainable housing options. In accord with approvals received, a revised developer pro forma was reviewed in Feb. 2024. The City engaged, SB Friedman, to complete an analysis of project financials including TIF revenue projections under various scenarios to evaluate the availability of funds to support the Developer's request. Such third party review is required per the TIF Act.</p>			

The total development budget is \$8.7M. Emerald is requesting financial assistance in the amount of \$2M. The financial analysis has determined that the development will not exceed industry return benchmarks without the requested City assistance. Funds to support this project are not presently available in TIF 3 Special Allocation Fund. Further, due to the remaining years of TIF 3, the subject site and the new construction proposed will not generate the amount of increment needed to close the gap and secure the investment. Therefore, the analysis included the use of incremental revenues from other properties within TIF 3 which are not already obligated or redeveloped as of yet and a review of sale tax projections.

Details about the development and the proposed Public Private partnership were presented to Committee of the Whole and includes the following assistance as detailed in the Redevelopment Agreement:

350,000	Grant from ARPA funds
350,000	Grant from interfund loan to TIF 3
250,000	Sales Tax Rebate
<u>1,050,000</u>	Pay-As-You-Go (PAYG note)
\$2,000,000	

The proposed development meets several goals embodied in City Plans. The project provides an opportunity to secure new mixed use construction and the establishment of a longstanding successful retailer east of the river. Approval of the Redevelopment Agreement is recommended contingent upon final approval by Legal.

- Resolution and Redevelopment Agreement

#### **Voting Requirements:**

*This motion requires a simple majority of affirmative votes for passage.*

*The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.*

#### **Recommendation / Suggested Action:** *(how the item should be listed on agenda)*

Approve Resolution Approving a Tax Increment Financing Redevelopment Agreement with Emerald RE Holdings, LLC: 122 & 130 E. State Street.

**RESOLUTION NO. 2024-74**

**RESOLUTION AUTHORIZING EXECUTION OF  
TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT  
WITH EMERALD RE HOLDINGS LLC: 122-130 E. STATE**

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**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA,  
KANE COUNTY, ILLINOIS, as follows:**

**SECTION 1:** That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, A Tax Increment Financing Redevelopment Agreement with Emerald RE Holdings, LLC, in the form attached hereto at Exhibit “A”, relating to the redevelopment of a mixed use building with residential and retail.

**SECTION 2:** This Resolution shall become effective from and after its passage as in accordance with law.

**PASSED** by the City Council of the City of Geneva, Kane County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2024.

**AYES: \_\_ NAYS: \_\_ ABSENT: \_\_ ABSTAINING: \_\_ HOLDING OFFICE: \_\_**

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**CITY OF GENEVA**  
**TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT**  
**GENEVA FOX RIVER REDEVELOPMENT DISTRICT:**  
**EMERALD RE HOLDINGS LLC: 122 & 130 E. STATE STREET**

This **REDEVELOPMENT AGREEMENT** (the “Redevelopment Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”) by and between the CITY OF GENEVA, Kane County, Illinois, an Illinois municipal corporation, by and through its Mayor and City Council (hereinafter referred to as the "CITY" or “Corporate Authorities”), and Emerald RE Holdings LLC, an Illinois limited liability company, and for the purposes of this Agreement shall be referred as same (“DEVELOPER”) having an address at 1051 Frontenac Drive, Naperville, Illinois 60563. The CITY and the DEVELOPER may be individually referred to as a (“Party”) and collectively the (“Parties”).

RECITALS/INTRODUCTORY STATEMENTS/FINDINGS:

Among the factors of consideration, which the Parties find have resulted in this Agreement, are the following:

A. CITY has undertaken a program for the redevelopment of certain property, hereinafter described, pursuant to Illinois Compiled Statutes, 65 ILCS 5/11-74.1-1 et seq., and commonly known as the Tax Increment Allocation Redevelopment Act (the “Act”).

B. In the year 2016, the CITY adopted the Geneva Fox River Redevelopment Tax Increment Financing Redevelopment Plan and Project (the “TIF 3 Redevelopment Plan”) and designated the Redevelopment Project Area (as is defined in the TIF 3 Redevelopment Plan) pursuant to the Act to reduce or eliminate the conditions that qualify the Redevelopment Project Area as a conservation area (as defined in the Act) and to provide the mechanisms necessary to support public and private development, strengthening the Fox River area as a neighborhood-level commercial and residential district and to improve connections to the CITY’S downtown district and the Fox River. This goal is to be achieved through an integrated and comprehensive strategy

that leverages public resources to simulate private growth.

C. DEVELOPER is the contract purchaser of certain real property commonly known as 122 and 130 E. State Street consisting of 37,461 square feet of land at the southwest corner of the intersection of East State Street and Crissey Avenue as is legally described on **Exhibit A** (the “Subject Property”). The Subject Property is now vacant land but was formerly improved with two single-family residential structures that contributed to the eligibility factors of the Redevelopment Plan due to age, lack of growth in the estimated assessment value (the “EAV”) of the Subject Property, deterioration, inadequate utilities and excessive vacancy. The Subject Property is wholly contained within the corporate boundaries of the CITY and is within the Redevelopment Project Area.

D. DEVELOPER intends to acquire the Subject Property and proposes to develop the Subject Property with a new three-story, mixed-use building consisting of first floor retail and apartments on the second and third floors (the “Redevelopment Project”). The Redevelopment Project will be branded as “The Roosevelt”. The first floor of the Redevelopment Project will consist of approximately 7,000 square feet of retail of which 5,000 square feet is intended for a flooring retailer and design center. The balance of the first floor is proposed for commercial uses as well as a potential amenity space for residential tenants of the Apartments (as defined below). The second and third floors (the “Apartments”) will consist of seven (7) residential units per floor for fourteen (14) Apartments total. Site improvements include mass grading, utility upgrades and extensions, construction of stormwater management facilities, sewer expansion, parking improvements, lighting, streetscape, landscaping, and other site improvements (collectively, the “Site Improvements”) designed to increase EAV and generate increased tax revenue from the property. It is anticipated that this Redevelopment Project will commence in 2024 and will generate new employment and housing opportunities within the CITY. This Redevelopment Agreement shall be subject to and conditioned upon DEVELOPER taking fee title to the Subject Property.

E. DEVELOPER shall invest approximately \$ 8,679,845 for acquisition of the Subject Property and in redevelopment costs and expenses for construction of the Site Improvements as

are necessary to complete the Redevelopment Project.

F. DEVELOPER is seeking economic assistance from the CITY in order to complete the Site Improvements and has demonstrated that without the financial assistance to be given by the CITY, the Redevelopment Project as contemplated would not be economically viable.

G. CITY finds it in the CITY's best interest to have the Subject Property developed and operated in accordance with the Redevelopment Project in order to service the needs of the CITY and its residents; that the Redevelopment Project will increase employment opportunities in the CITY, serve to enhance the commercial economic conditions in the CITY, stimulate commercial growth and enhance the tax base of the CITY.

H. Accordingly, CITY commits to certain defined incentives under the terms and conditions hereinafter set forth to induce and assist in the Redevelopment Project.

NOW, THEREFORE, in consideration of the foregoing Introductory Statements and Findings, 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 AGREEMENT**

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

B. Definitions. Whenever used in this Agreement, the following terms have the following meanings:

***Act:*** The Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act").

***Agreement:*** This City of Geneva Tax Increment Financing Redevelopment Agreement Geneva Fox River Redevelopment District by And Between City And Developer, dated \_\_\_\_\_ 2024 for the Redevelopment Project and the Subject Property.

**Approved Documents:** This Agreement, the Preliminary Plans and the Final Plans, when approved by the CITY in accordance with the terms of this Agreement.

**Back Up Special Service Area:** A special service area which may be established by the CITY to serve as what is commonly referred to as a “Backup Special Service Area” on the In-Pin Parcel IDs to secure the repayment by the Lump Sum Payment.

**Building Elevations:** The Building Elevations prepared by Torch Architecture with a date of latest revisions of September 22, 2023, as attached hereto as **Exhibit B**.

**Change in Law.** Change in Law means any of the following: (a) the enactment, adoption, promulgation, or modification of any Requirements of Law (other than by the CITY), (b) the order or judgment of any federal or state court, administrative agency, or other governmental body, (c) the imposition by a governmental authority (other than the CITY) 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, by a governmental authority (other than the CITY) necessary for the undertaking of the improvements or services to be performed under this Agreement, or (d) the adoption, promulgation, modification, or interpretation in writing of a written guideline or policy statement by a governmental agency (other than the CITY), the result of which materially changes the costs or ability of the Party relying thereon to carry out its obligations under this Agreement, provided that event that would otherwise be a Change in Law shall not be a Change in Law if the event is caused by the fault of the Party relying thereon.

**Certificate of Occupancy:** The certification issued by the CITY approving occupancy for use as designed as the Final Plans, subject to provisions for completion of temporary conditions in periods of adverse conditions.

**City Fees:** The fees, payments, or cash in lieu amounts for donation of land or money to the CITY that is (i) intended to pay or provide for public facilities or services; (ii) required by CITY Laws; and (iii) related to the Redevelopment Project, including without limitation, connection, tap-on, recapture fees, building permit fees, occupancy permit fees, building plan review fees, inspection fees, engineering plan review fees, and any other consultant fees (including without limitation, planner fees, financial consultant fees, engineer fees, and attorney’s fees incurred in connection with the preparation of this Agreement).

**City Laws:** The Code and all other applicable CITY ordinances, codes, laws, rules, and regulations in effect and as they may be amended from time to time.

**Code:** The Geneva City Code, as amended.

**Default:** A Party’s failure to (i) fully pay any sum of money then due and owing to the other Party on or before the 30th day after it receives written notice from the other Party of such failure or (ii) fully perform any obligation (other than the payment of money) as and

when required under this Agreement on or before the 30th day after it receives written notice from the other Party of such failure, except that (a) if an Uncontrollable Circumstance prevents full performance within such 30-day period and (b) if the Party that failed to perform commenced a cure of its failure within such 30-day period, then the 30-day period will be extended by one day for each day the Uncontrollable Circumstance prevented full performance, so long as such Party diligently and continuously prosecutes the cure.

**Eligible Redevelopment Project Costs:** The Redevelopment Project Costs as defined by Section 11-74.4-3(q) of the Act as set forth for the Redevelopment Project on Exhibit C.

**Final Engineering Plans:** The final engineering plans for the Redevelopment Project that substantially comply with the Preliminary Plans.

**Final Site Plan:** The Final Site Plan for the Redevelopment Project that substantially complies with the Preliminary Site Plan.

**Final Plans:** The following plans authorizing the Redevelopment Project that have been approved by the CITY in accordance with this Agreement (i) the Final Engineering Plans; (ii) the Final Site Plan; (iii) the Building Elevations; (iv) the Landscape Plan; (iv) the Lighting & Photometric Plan and all other ordinances, resolutions, and other documents approved by the CITY for the Redevelopment Project that do not conflict with this Agreement.

**Grant Amount:** A defined amount to assist DEVELOPER with certain Eligible Redevelopment Project Costs.

**Incremental Revenue:** The portion of the ad valorem taxes, if any, arising from the taxes levied upon the Redevelopment Project Area that, based on information readily available to the CITY, are attributable to the increases in the then current equalized assessed valuation (“EAV”) over and above the total Initial EAV of the TIF 3 Redevelopment Project Area.

**Initial EAV:** The “initial equalized assessed value” (as defined in Section 11-74.4-9 of the Act) of each such lot, block, tract, or parcel within the Redevelopment Project Area.

**Landscape Plan:** The Landscape Plan prepared by Civil & Environmental Consultants, Inc., revision dated February 14, 2024, attached as Exhibit D.

**Lump Sum Amount:** A defined amount to assist with certain Eligible Redevelopment Project Costs payable to DEVELOPER upon receipt of the Certificate of Occupancy for the Subject Property which is to be transferred by the City from other funds and repaid from revenue deposited in the STAF.

**PAYG Interest:** PAYG Interest shall mean an annual rate of interest equal to seven percent (7%) accruing on the principal then outstanding under the PAYG Note.

***PAYG Note:*** The PAYG Note shall mean the pay as you go promissory note to be issued by the CITY to provide for the reimbursement to DEVELOPER of Eligible Redevelopment Project Costs in maximum principal amount of One Million Fifty Thousand Dollars and no/100ths (\$1,050,000) and the payment of PAYG Interest substantially in the form attached hereto as an **Exhibit E.**

***Person:*** Any corporation, partnership, individual, joint venture, limited liability company, trust, estate, association, business, enterprise, proprietorship, government or any bureau, department or agency thereof, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, authorized assign, or fiduciary acting on behalf of any of the above.

***Preliminary Engineering Plans:*** The Preliminary Engineering Plans entitled “Preliminary Engineering Plans for the Roosevelt” prepared by Civil & Environmental Consultants, Inc. with the date of latest revisions of February 4, 2024 attached as **Exhibit F.**

***Preliminary Site Plan:*** The Site Plan entitled “Site Plan for the Roosevelt” prepared by Civil & Environmental Consultants, Inc. revision date September 20, 2023, attached as **Exhibit G.**

***Preliminary Plans:*** The following plans authorizing the Redevelopment Project that have been approved by the CITY in accordance with this Agreement (i) the Preliminary Engineering Plans; (ii) the Preliminary Site Plan; (iii) the Building Elevations; (iv) the Landscape Plan; (iv) the Lighting & Photometric Plan and all other ordinances, resolutions, and other documents approved by the CITY for the Redevelopment Project that do not conflict with this Agreement.

***Private Improvement:*** All privately-owned improvements to be constructed within the Subject Property as part of the Redevelopment Project, including without limitation (i) earthwork, grading, and similar sitework within the Subject Property, (ii) all privately-owned stormwater facilities (subject to municipal access easements) that are not located in the public right of way, (iii) all sanitary sewer and potable water service lines and connections that are not Public Improvements, (iv) the private building, structures, street scape, lighting and landscaping, and (v) the parking area, parking area lighting, and other parking area appurtenances within the Subject Property, all as generally described or listed within the Preliminary Plans.

***Public Improvements:*** The Public Improvements as detailed on the final engineering plans to be constructed within or outside of the Subject Property that are to be dedicated to and accepted by, or otherwise owned by, the CITY, another governmental agency, or a public utility, pursuant to this Agreement.

***Redevelopment Project.*** The mixed-use three-story building to be constructed by Developer on the Subject Property, to be commonly referred to as “The Roosevelt,” located within the Redevelopment Project Area.

***Reimbursement Request:*** The request by DEVELOPER for reimbursement of Eligible Redevelopment Project Costs.

**Requirements of Law:** All applicable federal and state laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations, and City Laws (except as modified in this Agreement, the Preliminary Plans or the Final Plans ), as they may be adopted, amended, or changed from time to time.

**Sales Tax and Sales Tax Revenue:** The net portion of taxes imposed upon the Redevelopment Project by the State of Illinois (the “State”) for distribution to the CITY pursuant to the Retailer's Occupation Tax Act (as amended), or any other "sales tax" or similar tax that may be enacted by the State or any governmental agency or body created under the laws of the State and located within the State, and which are collected by the State and distributed to the CITY. Currently such net portion is one percent (1%) of the total amount of gross sales within the CITY that are subject to the tax.

**Site Lighting & Photometric Plan:** The Site Lighting & Photometric Plan prepared by Torch Architecture dated July 27, 2023, attached as **Exhibit H**

**Site Improvements:** All Public Improvements and Private Improvements.

**STAF.** The special tax allocation fund for the TIF 3 Redevelopment Project Area designated by Ordinance No. 2016-29 pursuant to the Act.

**Subject Property:** The real property legally described on **Exhibit A** attached hereto.

**TIF Assistance:** The reimbursement of Eligible Redevelopment Project Costs through payments from the CITY to DEVELOPER of Incremental Revenue.

**TIF Ordinances:** The Geneva Fox River Redevelopment Project Area under Ordinance Nos. 2016-28 and 2016-29 on July 25, 2016, and authorized the establishment of tax increment allocation financing on July 25, 2016, Ordinance No. 2016-30 pursuant to the Act.

**TIF 3 Redevelopment Project Area:** The Geneva Fox River Redevelopment Project Area designated by Ordinance No. 2016-29 pursuant to the Act.

**Uncontrollable Circumstance** Any event that is beyond the reasonable control of and without the fault of the Party relying thereon and includes, but is not limited to, the following events:

- (i) a Change in Law affecting the Redevelopment Project,
- (ii) insurrection, riot, civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade,
- (iii) epidemic, pandemic, tornado, earthquake, lightning, fire, windstorm, other extraordinary weather condition, or other similar act of God,

- (iv) governmental condemnation or taking other than by the CITY, or
- (v) strikes or labor disputes, governmental shutdowns other than those caused by the unlawful acts of such a Party.

## ARTICLE II. AUTHORITY

Authority for the Parties to enter into this Agreement is hereinafter set forth:

- A. TIF Ordinances. CITY adopted the TIF Ordinances pursuant to the Act.
  
- B. TIF Assistance. Under the Act, CITY has established the Special Tax Allocation Fund (“STAF”) as required by the TIF Act for the Project Area. The Subject Property is within the TIF 3 Redevelopment Project Area. The CITY is authorized to reimburse Eligible Redevelopment Project Costs as defined in the Act.
  
- C. CITY Findings. CITY hereby finds that the redevelopment of the Subject Property would not occur solely through private investment within the reasonable future and that the increased market value of the Subject Property to occur without the use of the tax increment financing would be less than the increase in market value estimated to result from the proposed Redevelopment Project.
  
- D. Authority. CITY hereby represents to DEVELOPER that the CITY has full constitutional and lawful right, power, and authority under currently applicable law to execute, deliver, and perform the terms and obligations of this Agreement, and all of the covenants have been or will be duly and validly authorized and approved by any necessary CITY proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the CITY, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority. Concurrently, DEVELOPER hereby represents and warrants that to CITY that it is a duly organized under the laws of the State of Illinois and that it has the right, power, and authority to execute, deliver, and perform the terms and obligations of this Agreement.
  
- E. Grant Amount, Lump Sum Amount and PAYGO Note. Pursuant to the authority and findings described above, upon satisfaction of certain conditions set forth in this Agreement,

CITY will provide to DEVELOPER, the Grant Amount, the Lump Sum Amount and PAYGO Note in connection with DEVELOPER’S construction and development of the Redevelopment Project, in accordance with the Act and subject to the terms and limitations contained in this Agreement. This Agreement constitutes the legal, valid, and binding obligation of DEVELOPER enforceable in accordance with its terms and provision. Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice, or consent of the CITY or DEVELOPER is required, or the CITY or DEVELOPER is required to agree or to take some action at the request of the other, such request, demand, approval, notice, consent, or agreement shall be given for the CITY, unless otherwise provided herein, by the Mayor or designee and for DEVELOPER by any officer of DEVELOPER so authorized (and, in any event, the officers executing this Agreement are so authorized). Any Party shall be authorized to act on any such request, demand, approval, notice, consent, or agreement.

### **ARTICLE III. REQUIRED APPROVALS FOR THE DEVELOPMENT OF THE REDEVELOPMENT PROJECT.**

A. Zoning and Preliminary Plan Approval. Pursuant to Ordinance 2023-20 recorded as document number 2023K03503 with the Recorder – Kane County on October 10, 2023, the Corporate Authorities have approved the following:

- (i) an amendment to the CITY’S Comprehensive Plan from “Single-Family Residential Attached” to “General Commercial” to allow for the Redevelopment Project;
- (ii) an amendment to the CITY’S Zoning Map rezoning the Subject Property from the D-MHR zoning district (Mixed High Density Residential) to the D-CM zoning district (Commercial Mixed-Use District);
- (iii) the Preliminary Site Plan;

- (iv) the Preliminary Engineering Plan;
- (v) the Landscape Plan;
- (vi) the Site Lighting & Photometric Plan; and
- (vii) the Building Elevations

The plans listed in section (i) – (vii) are referred to as the Preliminary Plans.

B. Approval of Final Engineering and Final Site Plans. If DEVELOPER files with the CITY Final Plans that fully comply with Preliminary Plans as solely determined by the City Engineer and Director of Community Development, then the CITY shall approve the Final Plans, and no further review or approval of the Corporate Authorities will be necessary for such documents., DEVELOPER and CITY agree that no formal approval from the Illinois Department of Transportation (“IDOT”) shall be required and IDOT approval shall not be a condition of this Agreement for the issuance of a Certificate of Occupancy.

C. Approved Documents Control Development; Compliance with Laws; Conflicts. If a provision of an otherwise applicable Requirement of Law conflicts with a provision of a lawful Approved Documents, then provision of Approved Documents shall be deemed a lawful and binding amendment to, and shall supersede, such inconsistent or conflicting provision of such Requirement of Law, as it may relate to the Subject Project or portion thereof.

#### **ARTICLE IV. IMPROVEMENTS**

A. DEVELOPER Obligation. Prior to commencing any work on the Subject Property, DEVELOPER shall obtain or cause its contractors, to obtain all requisite governmental permits and approvals for such work, post any required bonds or certificates of insurance, and at such times as are required in accordance with CITY Code. DEVELOPER shall expeditiously construct or cause to be constructed the Site Improvements within the Redevelopment Project in a good and

workmanlike manner in accordance with the Approved Documents, the Code and the Requirements of Law.

B. Provision of Water Services. The Redevelopment Project shall connect and tap-on to the existing CITY water and sanitary systems at points determined by the CITY Engineer or as shown on the Final Engineering Plans. The watermains constructed by DEVELOPER in furtherance of the provision of water services to the Subject Property (except for service lines connections from the B-box to the buildings or other improvements) shall, upon installation and acceptance by the CITY, shall become a part of the CITY's water system. CITY shall not require DEVELOPER to construct or pay for the construction of any watermains, water system improvements, or other related improvements that (i) are not necessary to serve the Redevelopment Project or the Subject Property or (ii) are oversized above the capacity necessary to serve the Redevelopment Project or the Subject Property.

C. Provision of Sanitary Sewer Services. The Subject Project shall connect and tap-on to the CITY sanitary sewer system at points determined by the CITY Engineer or as shown on the Final Engineering Plans. The sanitary sewers constructed by DEVELOPER in furtherance of the provision of sanitary service to the Subject Property (except for service lines and connections to the buildings or other improvements) shall, upon installation and acceptance by the CITY shall, be dedicated to the CITY and become a part of the CITY's sanitary sewer system. CITY shall not require DEVELOPER to construct or pay for the construction of any sanitary sewers, sanitary sewer improvements, or other related improvements that (i) are not necessary to serve the Redevelopment Project or the Subject Property or (ii) are oversized above the capacity necessary to serve the Redevelopment Project or the Subject Property.

D. Provision of Dry Utilities. Electric distribution lines are currently located at the perimeter of the Property, City makes no representation or warranty regarding the adequacy of electric utility service for Developer's intended use.

E. Provision of Stormwater Management Services. The Redevelopment Project shall connect to the existing stormwater management system as provided in the Final Engineering Plans.

The stormwater management system constructed by DEVELOPER in furtherance of the provision of stormwater service to the Subject Property shall remain a Private Improvement subject to City access easement. The Parties acknowledge and agree that no additional stormwater detention facilities are required in connection with the Redevelopment Project other than as depicted in the Final Engineering Plans. CITY shall not require DEVELOPER to construct or pay for the construction of any other stormwater management system improvements or other related improvements that (a) are not necessary to serve the Redevelopment Project or the Subject Property or (b) are oversized above the capacity necessary to serve the Redevelopment Project or the Subject Property.

F. Transfer of Public Improvements. Upon the approval of, and prior to acceptance of, any Public Improvements by the CITY, DEVELOPER shall execute, or cause to be executed, such documents, including lien waivers and bills of sale, as the CITY shall reasonably request to transfer ownership of such Public Improvements to, and to evidence ownership of such Public Improvements by, the CITY, free and clear of all liens, claims, encumbrances, and restrictions, except for (i) this Agreement or (ii) any restrictions or encumbrances that (a) existed prior to DEVELOPER'S ownership of the Public Improvements, (b) are necessary for the continued operation of the Public Improvements, or (c) are otherwise accepted by the CITY in writing (and the CITY will not unreasonably withhold or delay its acceptance). DEVELOPER shall, at the same time of such transfer (i) grant, or cause to be granted, to DEVELOPER all easements or other property rights as the CITY may reasonably require operating, maintain, service, repair and replace the Public Improvements to be so conveyed. Prior to acceptance of a Public Improvement by the CITY, the corporate authorities shall determine, by resolution, that the Improvement to be conveyed has been completed in accordance with the Final Engineering Plans and other applicable Approved Documents.

#### **ARTICLE V. FEES.**

A. City Fees. CITY hereby provides DEVELOPER with a credit the amount of Twenty Two Thousand Two Hundred Seventy Dollars and no/100ths (\$22,270.00) applicable to City Fees applicable to the Subject Property at building permit issuance. DEVELOPER is not required by

the CITY to donate any property or construct any Public Improvement (except as set forth in the Final Plans) as a condition of the issuance of the CITY of any permit, or other approval (including without limitation the Certificate of Occupancy) of the Redevelopment Project.

B. Issuance of Certificates of Occupancy. CITY shall issue a final Certificate of Occupancy for the Redevelopment Project when DEVELOPER has completed (in accordance with this Agreement, the Final Engineering Plans) substantially all of the Site Improvements that DEVELOPER is required to build as depicted on the Final Engineering Plans or other Approved Documents. Issuance of the Certificate of Occupancy shall not be conditioned upon IDOT approval of the plat of easement or receipt of the temporary construction access easement to connect to the stormwater as shown on the Preliminary Engineering Plans. Notwithstanding anything herein to the contrary, the CITY may issue temporary or conditional Certificate of Occupancy permits and approvals to the extent authorized by any Approved Documents or Requirements of Law.

#### **ARTICLE VI. DEVELOPMENT INCENTIVE REIMBURSEMENT**

CITY acknowledges that the Redevelopment Project proposed by DEVELOPER is desirable to the CITY since the completed Redevelopment Project, as proposed, shall provide economic revenue to the CITY and other taxing bodies and create employment opportunities. CITY further acknowledges that DEVELOPER would not proceed with the Redevelopment Project unless the CITY provides incentives to it pursuant to the authority cited above. As such, the Grant Amount, the Lump Sum Amount and the TIF Assistance to be granted to DEVELOPER shall be applied as hereinafter set forth:

A. Grant: CITY shall issue DEVELOPER the Grant Amount in the amount of three hundred fifty thousand dollars (\$350,000.00). The Grant Amount is payable upon acceptance by the CITY's Building Commissioner of the underground infrastructure, footings and first floor foundation walls of the Redevelopment Project. City shall disburse the Grant Amount upon compliance by DEVELOPER with the requirements set forth in paragraph D of this Article IV, provided the request for disbursement is received by the CITY on or before September 1, 2025.

CITY represents that CITY may allocate funds received under the Coronavirus State and Local Fiscal Recover Funds, a part of the federal American Rescue Plan. as part of the Grant Amount. In keeping with this goal and the U.S. Department of the Treasury Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule issued in January 2022 and amended in 2023, the City Council of the CITY has determined that a portion of the City of Geneva’s American Rescue Plan will be used to support investment in historic downtown Geneva.

B. Lump Sum Assistance. CITY shall reimburse DEVELOPER the Lump Sum Amount in the amount of three hundred and fifty thousand dollars (\$350,000.00). The Lump Sum amount is payable upon issuance of the Certificate of Occupancy for the Subject Property. City shall approve distribution of the Lump Sum Assistance upon compliance by DEVELOPER with the requirements set forth in paragraph D of this Article IV. CITY represents that funds will be available for the payment of the Lump Sum Amount.

C. PAYG Note. CITY shall reimburse DEVELOPER an amount not to exceed ONE MILLION FIFTY THOUSAND DOLLARS (\$1,050,000) (“City’s Maximum PAYG Reimbursement”) to assist with certain Eligible Redevelopment Project Costs, payable on a “pay as you go” basis. The PAYG Note shall be issued upon issuance of the Certificate of Occupancy for the first-floor retail portion of the Redevelopment Project. CITY shall approve reimbursement upon compliance with the requirements set forth in paragraph D of this Article IV. The PAYG Note shall have a maximum term coterminous with the remaining term of the TIF 3 Redevelopment Plan, which is scheduled to expire on December 31, 2040.

D. On or before December 1 of each calendar year commencing on December 1, 2025, CITY shall deposit 100% of the Incremental Revenue into the STAF generated by the real properties identified as and set forth on Exhibit J attached hereto and received by the CITY on or before December 1 of the prior calendar year to be applied as follows:

(i) Payment of all applicable School and Library Payments per the TIF Act.

(ii) Payment of Lump Sum Amount amortized over the remaining term the TIF.

(iii). Payments will be applied first to accrued but unpaid PAYG Interest and second to the principal outstanding on the PAYG Note. The Pledged Funds shall be irrevocably pledged to the repayment of the amounts due under the PAYG Note and all Pledged Funds shall be used solely to pay amounts due under the PAYG Note, as provided herein. If the Incremental Revenue Fund is less than accrued PAYG Interest on the PAYG Note, there shall be an annual PAYG Interest shortfall that is not recoverable by DEVELOPER and the PAYG Note principal amount shall remain unchanged. In the CITY'S sole discretion, the PAYG Note may also be paid from any other lawful source available to the CITY. Any funds contained in the Incremental Revenue Fund in excess of the outstanding principal balance of the PAYG Note may be used by the CITY for any lawful purpose permitted under the TIF Act. Because the Incremental Revenue Fund is a special fund, the Pledged Funds shall be disbursed on March 1 of each calendar year during the year without further action by the Corporate Authorities. CITY shall not (i) encumber the Pledged Funds for any purpose, (ii) borrow or use the Pledged Funds, unless otherwise agreed by DEVELOPER in writing, (iii) use the Pledged Funds directly or indirectly in any fashion other than as set forth in this Agreement, or (iv) use the Pledged Funds to replace any other source of revenue or to repay any other obligation of the CITY now existing or arising during the term of this Agreement.

E. Reimbursement and/or Payment Request of the Grant Amount, Lump Sum Amount or PAYG Note Issuance: The reimbursement and payment request require the following certification demonstrating eligible costs equal to or greater than the PAYG Note principal amount and the Lump Sum Amount.

- (i) For Eligible Redevelopment Costs subject to liens – An executed Contractor's Sworn Statement(s) ("CSS") from the DEVELOPER's general contractor setting forth a description of all labor and materials contracts entered into by the DEVELOPER in connection with Eligible Redevelopment Project Costs incurred for or related to the construction of the Redevelopment Project, the nature and scope of the work covered thereby, and the aggregate amounts paid

to each contractor and further stating that such contracts embrace all the work done or to be done and all the materials used or to be used in completion of the Redevelopment Project.

- (ii) For Eligible Redevelopment Project Costs not subject to liens (e.g., certain soft costs), DEVELOPER shall provide copies of invoices and canceled checks to the CITY for review and certification.
- (iii) An affidavit from DEVELOPER setting forth all amounts paid to contractors or subcontractors and that DEVELOPER has approved all work and materials for which payment has been made; and
- (iv) An affidavit by DEVELOPER that no Default exists under this Agreement or the Approved Documents; and
- (v) For the first payment of the PAYG Note, DEVELOPER shall include general information on construction jobs resulting from the Redevelopment Project, reported in full-time equivalents. Thereafter, DEVELOPER shall use reasonable efforts to provide annual employment counts for the first-floor commercial space of the Redevelopment Project on or before April 30<sup>th</sup> of each calendar year, to the extent required by the TIF Act. In addition to the foregoing, DEVELOPER shall provide evidence of payment of real property taxes for the Subject Property and an affidavit attesting to, to DEVELOPER'S knowledge, compliances with Requirements of Law with respect to the Subject Property.

F. Dormant SSA: CITY may establish a Backup Special Service Area to give the CITY the authority to levy special service area taxes to repay the Lump Sum Amount in the event the Project does not generate sufficient revenue to pay principal and interest on the PAYG Note and the lump Sum Payment amount; provided CITY agrees to abate one hundred percent (100%) of the Backup Special Service Area for a period of at least ten (10) calendar years from the date of

issuance of the PAYG Note. If the PAYG Note has outstanding principal balance, CITY will have the option to activate the Backup Special Service Area to provide sufficient reimbursement of the Lump Sum Payment amortized over the remaining term of the TIF. . If CITY finds that activation of the Backup Special Service Area is required, CITY will prepare revenue projections and an amortization schedule for the repayment of the Lump Sum Amount that will be shared with DEVELOPER. CITY will levy the Backup Special Service Area as is necessary to repay the Lump Sum Amount. If the Backup Special Service Area is activated, CITY agrees to dissolve the Backup Special Service Area upon the first to occur; (i) once the Lump Sum Amount has been repaid by the CITY and (ii) the thirty (30) anniversary date of the Certificate of Occupancy.

G. Local Sales Tax Rebate: DEVELOPER shall be reimbursed on an annual basis a portion of the sales tax generated from the Redevelopment Project at a rate of one hundred percent (100%) of the Sales Tax and Sales Tax Revenue generated by the commercial tenants of the Redevelopment Project up to two hundred and fifty thousand dollars (\$250,000 the “Maximum Amount of Sales Tax Rebate”). The period of payment to DEVELOPER shall commence on the date a commercial tenant within the first floor of the Redevelopment Project opens for business to the public, and shall continue thereafter through the first to occur of: (i) expiration of the TIF 3 Redevelopment Plan, which is scheduled to expire on December 31, 2040 or (ii) DEVELOPER’S receipt of the Maximum Amount of Sales Tax Rebate.

## **ARTICLE VI. DEFAULT**

A. Remedies and Cure. If a Party is in Default of this Agreement, the other Party may file or otherwise initiate any action or proceeding available under Requirements of Law to enforce this Agreement or seek any other available remedy.

B. Prevailing Party. If a Party files or otherwise initiates an action or proceeding against the other Party as set forth in this Article VI., the prevailing Party in such action or

proceeding is entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in connection with such action or proceeding.

## ARTICLE VII. ADDITIONAL COVENANTS

A. Time: Time is of the essence unless otherwise stated in this Agreement and all time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the Party excusing such timely performance.

B. Binding Effect: This Agreement shall inure to the benefit of and shall be binding upon the CITY and DEVELOPER and their respective successors and assigns. DEVELOPER may freely assign its duties, obligations and benefits to any entity by transfer, conveyance or sale, and CITY shall direct such reimbursement payments in accordance with any assignment notice to be provided to CITY within thirty (30) days of such assignment.

C. Law Governing: This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

D. Severability: If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the CITY does not have the power to perform any such provision, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect any of the other provisions continued herein.

E. Term of Agreement. The term of this Agreement shall commence on the date first above written and shall continue until the completion of the Redevelopment Project and the reimbursement of all costs due to the DEVELOPER of eligible Redevelopment Project Costs, provided that the Redevelopment Project (exclusive of individual tenant buildout on the first floor of the Redevelopment Project) shall be completed no later than the last to occur of five (5) years from (i) the date of the recording of this Agreement, (ii) the date of the recording of the deed

conveying the Subject Property to Developer; or (iii) Developer's receipt of approval of the Final Plans.

F. Interpretations. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

G. Exhibits. All exhibits attached hereto are declared to be a part of this Agreement and are incorporated herein by this reference.

H. Notices: All notices and requests required pursuant to this Agreement shall be sent by certified mail as follows:

To DEVELOPER:

Emerald RE Holdings, LLC  
1051 Frontenac Drive  
Naperville, Illinois 60563  
Attn: Josh Voit  
Email: jsvoit@gmail.com

With copies to:

Rosanova & Whitaker, Ltd.  
445 Jackson Avenue, Suite 200  
Naperville, Illinois 60540  
Attn: Vincent Rosanova  
Email: vince@rw-attorneys.com  
mikie@rw-attorneys.com

To the CITY:

CITY Administrator  
22 South First Street  
Geneva, IL 60134

With copies to:

CITY Attorney  
22 South First Street  
Geneva, Illinois 60134

I. Assignment: Prior to the substantial completion of the construction of the Redevelopment Project, as evidenced by the delivery and approval of the occupancy certificate, the DEVELOPER agrees that it shall not sell, assign, or otherwise transfer its rights and obligations

under this Agreement other than to an entity having common ownership with the DEVELOPER. Nothing herein shall prevent the sale, lease, or other transfer of any portion of the Subject Property by the DEVELOPER or relieve the DEVELOPER of its obligations under this Agreement. After substantial completion of the Redevelopment Project, the DEVELOPER shall have the right to assign its rights and delegate its duties under this Agreement without the consent of the CITY, provided, however, that the CITY shall not be required to pay any sums or send any notices to the assignee until the CITY shall have received written notice of such assignment from the assignor and the assignee.

J. Successors and Assigns: Recordation: The agreements, undertakings, rights, benefits, and privileges set forth in this Agreement shall be binding on and insure to the benefit of the Parties and their respective successors, assigns, and legal representatives (including successor Corporate Authorities).

K. Consent or Approval: Except as otherwise provided in this Agreement, whenever consent or approval of either Party is required, such consent or approval shall not be unreasonably withheld, delayed, or conditioned.

L. Interpretations: This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

M. Prevailing Wage. Prevailing wage is required to the extent that it applies to the payment of the PAYG Note under the Prevailing Wage Act, (820 ILCS 130/0.01).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is entered into at Geneva, Illinois, as of the date and year shown above.

APPROVED BY the CITY of Geneva, Kane County, Illinois, by Resolution No. 2024-\_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF GENEVA  
An Illinois Municipal Corporation

Emerald RE Holdings LLC, an Illinois  
limited liability company

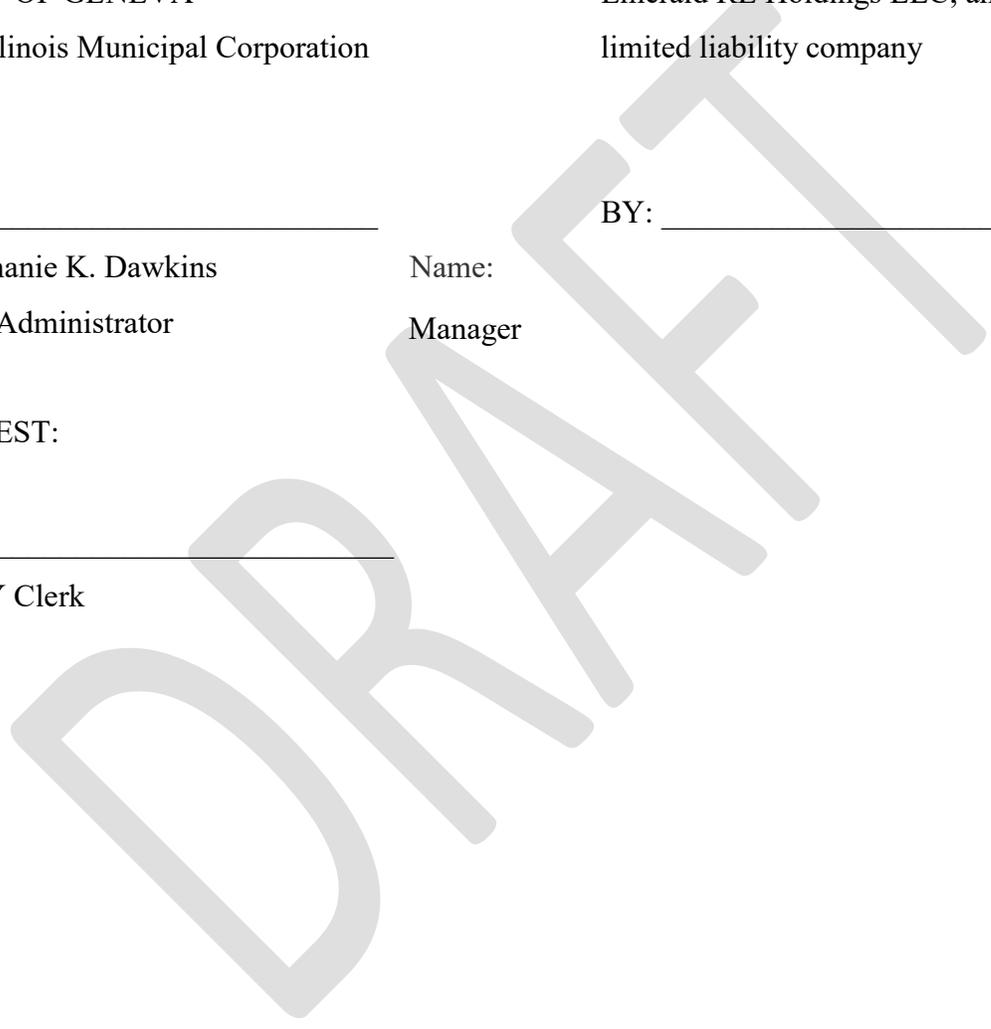
\_\_\_\_\_  
Stephanie K. Dawkins  
City Administrator

Name:  
Manager

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY Clerk



EXHIBITS

- EXHIBIT A – LEGAL DESCRIPTION
- EXHIBIT B – BUILDING ELEVATIONS
- EXHIBIT C- ELIGIBLE REDEVELOPMENT PROJECT COSTS
- EXHIBIT D – LANDSCAPE PLAN
- EXHIBIT E –PAYGO NOTE
- EXHIBIT F PRELIMINARY ENGINEERING
- EXHIBIT G – PRELIMINARY SITE PLAN
- EXHIBIT H – SITE LIGHTING & PHOTOMETRIC PLAN
- EXHIBIT I– IN PIN/OUT OF PIN Parcel IDS
- EXHIBIT J- LETTER TO IDOR

DRAFT

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**122-130 E. State Street, Geneva, Illinois:**

**PARCEL 1.**

THAT PART OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN F.S. WRATE'S SUBDIVISION, THENCE WEST 65.56 FEET ALONG TH NORTH LINE OF SAID LOT; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF BATAVIA STREET 100 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTHERLY 132.5 FEET PARALLEL WITH THE WESTERLY LINE OF BATAVIA STREET TO THE SOUTHERLY LINE OF STATE STREET; THNCE EASTERLY 66 FEET ALONG SAID SOUTHERLY LINE TO THE WESTERLY LINE OF BATAVIA STREET; THENCE SOUTHERLY ALONG SAID WESTERLY LINE TO A POINT IN A LINE DRAWN EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 1 OF F.S. WRATE'S SUBDIVISION FROM THE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING; IN THE CITY OF GENEVA, KANE COUNTY, ILLINOIS

**PARCEL 2.**

THE EASTERLY HALF (MEASURED ALONG THE NORTH LINE) OF THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF LOT 9 OF THE 1960 ASSESSOR'S PLAT FOR SAID QUARTER SECTION; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 9 AND SAID LINE EXTENDED 255.56 FEET TO THE NORTH LINE OF F.S. WRATE'S SUBDIVISION; THENCE SOUTHEASTERLY ALONG SAID NORTH LINE 227.60 FEET TO AN ANGLE THEREIN; THENCE NORTHEASTERLY ALONG SAID LINE FORMING AN ANGLE OF 83 DEGREES 30 MINUTES WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 18.80 FEET TO AN ANGLE THEREIN; THENCE EASTERLY ALONG SAID NORTH LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE 6.63 FEET TO A POINT THAT IS 65.56 FEET WESTLY OF THE WEST LINE OF CRISSEY AVENUE (FORMERLY KNOWN AS BATAVIA STREET); THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 06 MINUTES 06 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED LINE \*MEASURED COUNTERCLOCKWISE THEREFROM( 235.75 FEET TO A POINT ON THE SOUTH LINE OF STATE STREET THAT IS 66.0 FEET WESTERLY OF THE SAID WEST LINE OF CRISSEY AVENUE; THENCE WESTERLY ALONG THE SOUTH LINE OF STATE STREET FORMING AN ANGLE OF 96 DEGREES 36 MINUTES 47 SECONDS WITH THE LAST DESCRIBED

COURSE (MEASURED CLOCKWISE THEREFROM) 236.06 FEET TO THE POINT OF BEGINNING (EXCEPT THE WESTERLY 3.33 FEET CONVEYED TO H. L NAYLOR BY WARRANTEE DEED DATED SEPTEMBER 26, 1927, RECORDED SEPTEMBER 27, 1927 AS DOCUMENT 297919) IN THE CITY OF GENEVA, KANE COUNTY, ILLINOIS

PINS 12-02-354-004-0000 and 12-02-354-005-0000

DRAFT

**EXHIBIT B**  
**BUILDING ELEVATIONS**

DRAFT



EAST ELEVATION



NORTH ELEVATION (FACING STATE STREET)



SOUTH ELEVATION (FACING PARKING)



WEST ELEVATION

PRELIMINARY NOT FOR  
CONSTRUCTION  
09/22/2023

PROJECT  
THE ROOSEVELT  
NEW BUILDING  
122-130 STATE STREET  
GENEVA, IL 60134  
FOR  
EMERALD HOLDINGS, LLC  
PROJECT NUMBER | 921125

ISSUE

RE-ISSUE

DESCRIPTION

TORCH ARCHITECTURE INC  
300 E 5TH AVE STE 102 NAPERVILLE IL 60563  
P 630 420 1900 TORCHARCHITECTURE.COM

**SD 01**

**EXHIBIT C**  
**ELIGIBLE REDEVELOPMENT PROJECT COSTS**

<b>Acquisition Costs</b>	
	<b>\$863,044</b>
<b>Soft Costs</b>	<b>\$388,815</b>
<b>Financing Costs</b>	<b>\$498,607</b>
<b>Reserves and Other Costs</b>	<b>\$47,000</b>
<b>TOTAL</b>	<b>\$2,911,216</b>

<sup>i</sup> Each cost amount listed in this Exhibit is an estimate and does not cap the amount for which DEVELOPER may be reimbursed for a particular cost category. DEVELOPER shall be entitled to allocate the savings or shortfalls in any category to another category.

**EXHIBIT D**  
LANDSCAPE PLAN

DRAFT



**EXHIBIT E**  
**PRELIMINARY ENGINEERING PLAN**

DRAFT

# PRELIMINARY ENGINEERING PLAN FOR THE ROOSEVELT

ADDRESSES: 122 AND 130 E STATE STREET  
P.L.N. 12-02-354-004  
12-02-354-005



NORTH

- SITE PLAN NOTES:**
- UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TO THE BACK OF CURB, FACE OF BUILDING, EDGE OF SIDEWALK OR PROPERTY LINE.
  - FOR PROPOSED BUILDING DIMENSIONS SEE ARCHITECTURAL PLANS.
  - PUBLIC HANDICAP RAMP DETAILS SHALL BE CONSTRUCTED IN ACCORDANCE WITH DOT STANDARD 424.001.
  - ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC AND SHALL BE AS FOLLOWS:
    - (A) PARKING SPACES - 4" SOLID YELLOW
    - (B) STOP LINE - 24" SOLID WHITE
    - (C) PAINTED ISLANDS - 4" SOLID EDGE WITH 4" SOLID DIAGONALS (S' C-C) AT 45°

**SITE DATA**

GROSS BOUNDARY AREA = 37,831 SQUARE FEET (0.868 ACRES)  
 CURRENT ZONING = D-MHR (MIXED HIGH DENSITY RESIDENTIAL DISTRICT)  
 PROPOSED ZONING = D-CM (COMMERCIAL MIXED-USE DISTRICT)

**PROPOSED SETBACKS:**

MAXIMUM STREET SETBACK (WITHOUT OPEN SPACE) = 0 FEET  
 MAXIMUM STREET SETBACK (WITH OPEN SPACE) = 0 TO 15 FEET  
 MAXIMUM INTERIOR SIDE SETBACK = 0 TO 8 FEET  
 MINIMUM REAR SETBACK = 0 FEET  
 MINIMUM REAR SETBACK (ABUTS A RESIDENTIAL USE) = 15 FEET

**NUMBER OF BUILDINGS = ONE THREE-STORY BUILDING**

1ST FLOOR: COMMERCIAL = 8,680 SQUARE FEET  
 2ND FLOOR: RESIDENTIAL = 8,680 SQUARE FEET  
 3RD FLOOR: RESIDENTIAL = 8,680 SQUARE FEET  
 TOTAL = 26,040 SQUARE FEET

**NUMBER OF RESIDENTIAL DWELLING UNITS = 14 UNITS**

RESIDENTIAL DWELLING UNITS PER ACRE = 14 UNITS/0.868 ACRES = 16.13 DU/AC  
 FLOOR AREA RATIO (FAR) = 26,040 SF/37,831 SF = 0.69

**LOT COVERAGE:**

BUILDING = 8,680 SQUARE FEET  
 PAVEMENT, SIDEWALKS, TRASH ENCLOSURE, RETAINING WALL = 18,257 SQUARE FEET  
 TOTAL = 26,937 SQUARE FEET

**LOT COVERAGE RATIO = 26,937 SF/37,831 SF = 0.71**

**PARKING REQUIRED:**

COMMERCIAL = 12 SPACES  
 RESIDENTIAL - (6) ONE BEDROOM UNITS X 1 SPACE/UNIT = 6 SPACES  
 - (8) TWO BEDROOM UNITS X 1.5 SPACES/UNIT = 12 SPACES  
 - TOTAL RESIDENTIAL = 18 SPACES  
 - TOTAL REQUIRED = 30 SPACES

**PARKING PROVIDED = 42 SPACES (2 HC, AND 40 9-FOOT)**

**APPLICANT INFORMATION:**  
 EMERALD RE HOLDINGS, LLC  
 1051 FRONTENAC ROAD  
 NAPERVILLE, ILLINOIS 60563  
 CONTACT: JOSH VOLT  
 PHONE: (630) 253-0175  
 EMAIL: JSVOLT@GMAIL.COM

**OWNER INFORMATION:**  
 GENEVA HEIGHTS, LLC  
 405 ILLINOIS AVENUE, #2A  
 ST. CHARLES, ILLINOIS 60174  
 CONTACT: BOB RASMUSSEN  
 PHONE: (630) 774-9101  
 EMAIL: BOB@MIDWESTERNCUSTOMHOMES.COM

STATE OF ILLINOIS } SS  
 COUNTY OF DUPAGE }

I, JAMES G. CANEY, AN ILLINOIS PROFESSIONAL ENGINEER, HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC., ILLINOIS LICENSED PROFESSIONAL DESIGN FIRM NO. 184.004002, LICENSE EXPIRES APRIL 30, 2025, UNDER MY PERSONAL DIRECTION FOR THE EXCLUSIVE USE OF THE CLIENT NOTED BELOW. REPRODUCTION OR USE BY THIRD PARTIES IS STRICTLY PROHIBITED WITHOUT THE WRITTEN PERMISSION OF THE UNDERSIGNED.

GIVEN UNDER MY HAND AND SEAL THIS 28TH DAY OF JULY, 2023.

*James J. Caney*

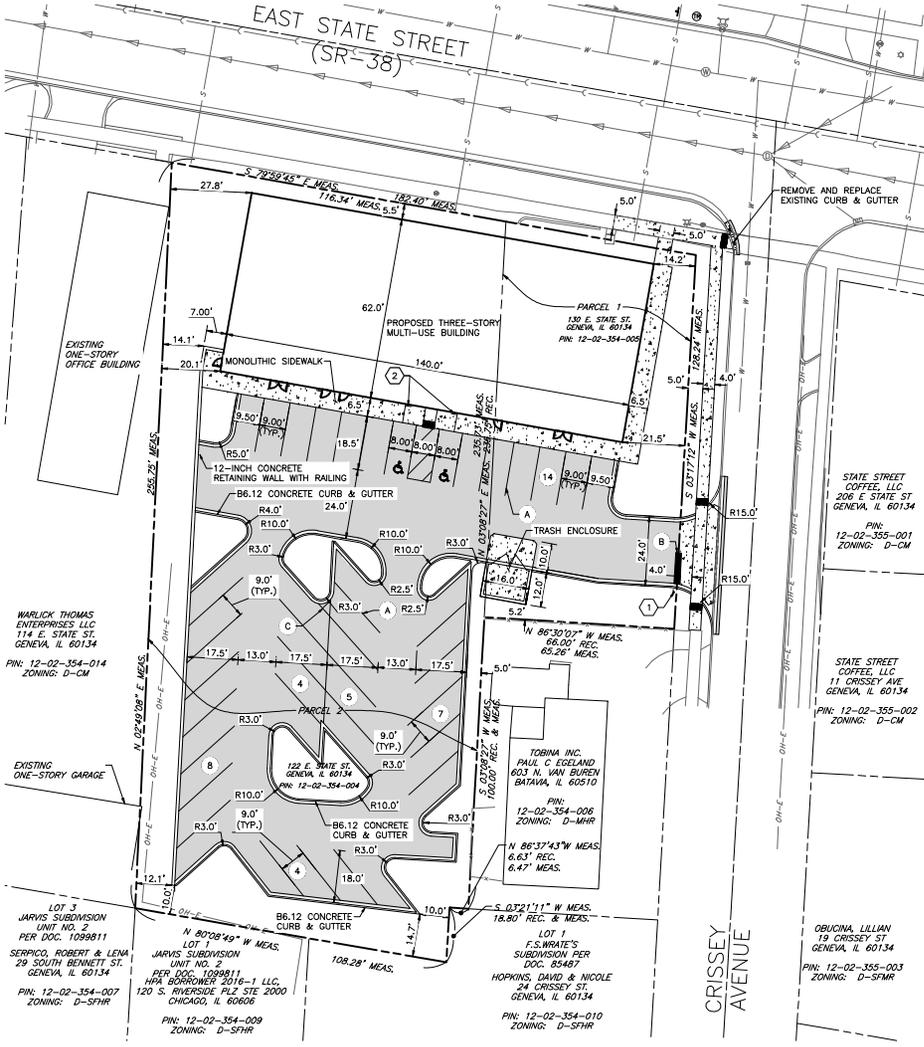
ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 46225  
 REGISTRATION VALID THROUGH NOVEMBER 30, 2023

(C) COPYRIGHT 2023 CIVIL & ENVIRONMENTAL CONSULTANTS, INC.  
 ALL RIGHTS RESERVED  
 HAND SIGNATURE ON FILE

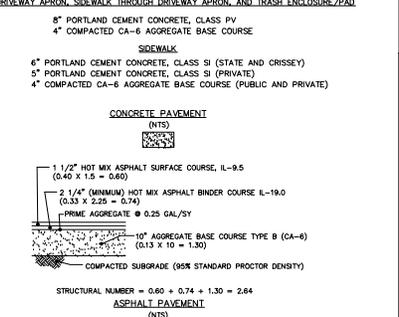
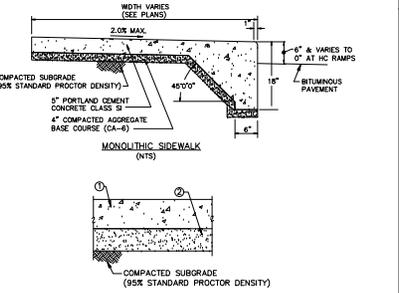


**REFERENCE**

- EXISTING TOPOGRAPHY TAKEN FROM FIELD SURVEY COMPLETED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC. DATE OF SURVEY 05/24/2023.



- LEGEND**
- EXISTING STORM MANHOLE
  - EXISTING CURB INLET
  - EXISTING SANITARY MANHOLE
  - EXISTING WATER VAULT
  - EXISTING FIRE HYDRANT
  - EXISTING VALVE BOX
  - EXISTING UNKNOWN UTILITY MANHOLE
  - EXISTING UTILITY POLE
  - EXISTING GUY WIRE
  - EXISTING ELECTRIC PULL BOX
  - EXISTING LIGHT POLE
  - EXISTING TELEPHONE PEDESTAL
  - EXISTING TRAFFIC MANHOLE
  - EXISTING AIR CONDITIONER UNIT
  - EXISTING CHSELED MARK
  - EXISTING SIGN
  - EXISTING PROPERTY BOUNDARY
  - EXISTING STORM SEWER
  - EXISTING SANITARY SEWER
  - EXISTING SANITARY SERVICE
  - EXISTING WATER MAIN
  - EXISTING WATER SERVICE
  - EXISTING OVERHEAD WIRES
  - EXISTING CURB AND GUTTER
  - EXISTING INDEX CONTOUR
  - EXISTING INTERMEDIATE CONTOUR
  - EXISTING WOODEN FENCE
  - PROPOSED BUILDING
  - PROPOSED CURB
  - PROPOSED CONCRETE SIDEWALK
  - PROPOSED ASPHALT
- SIGN LEGEND**
- STOP (R1-1 30" X 30")
  - RESERVED PARKING (R7-8 12' X 18')
  - \$250 FINE (ILLINOIS STANDARD R7-1101)
  - VAN ACCESSIBLE SIGN (18" X 9" 2" SERIES D LETTERS)



STRUCTURAL NUMBER = 0.60 + 0.74 + 1.30 = 2.64  
 ASPHALT PAVEMENT (NTS)



**REVISION RECORD**

NO.	DATE	DESCRIPTION

**Civil & Environmental Consultants, Inc.**  
 1230 East Diefel Road, Suite 200 - Naperville, IL 60563  
 630-985-6028 • 877-983-6028  
 www.civilandenvironmental.com

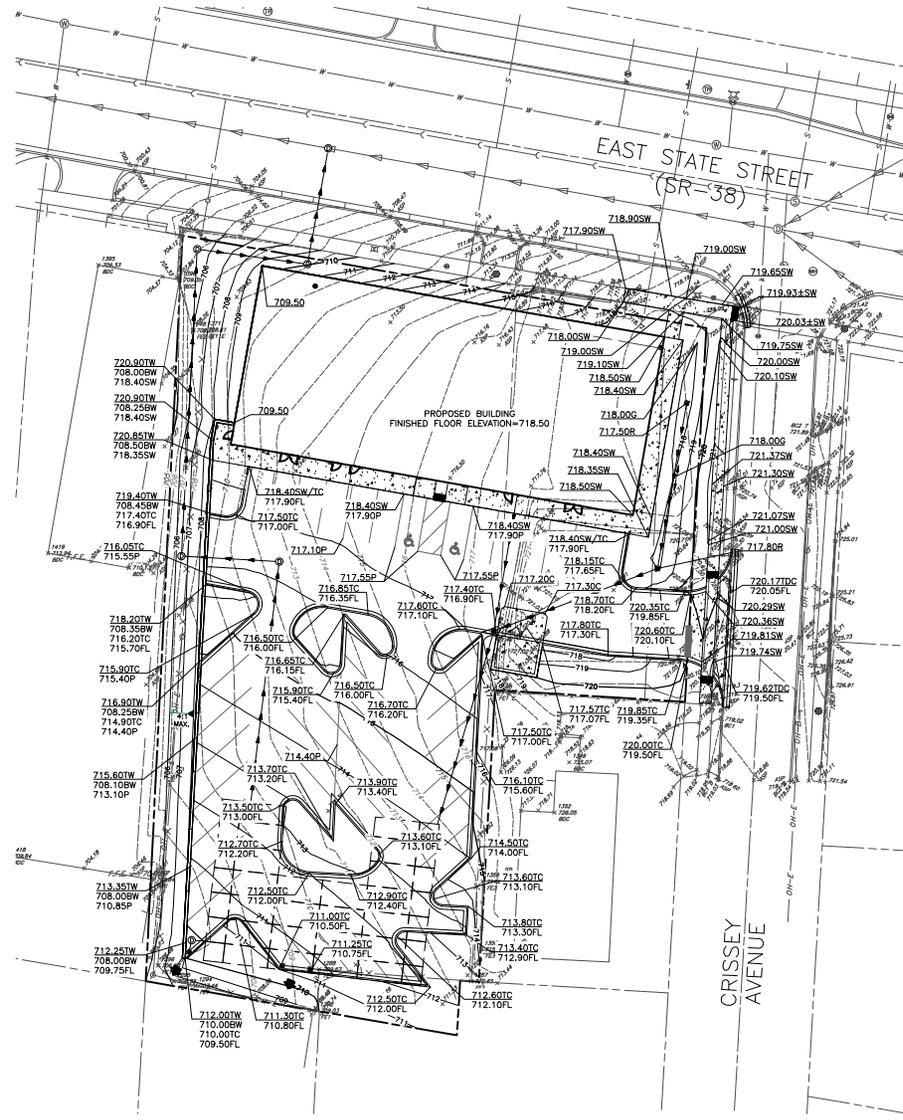
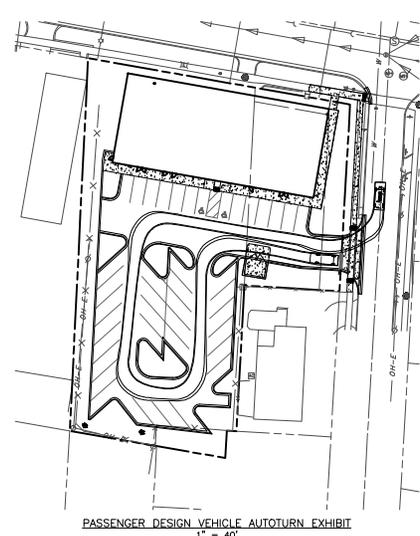
**EMERALD RE HOLDINGS, LLC**  
 THE ROOSEVELT  
 122 AND 130 EAST STATE STREET  
 GENEVA, ILLINOIS 60134

**DIMENSION PLAN**

DATE	BY	CHECKED BY	SCALE
6/12/23	JVC	JVC	AS SHOWN
7/1/23	JVC	JVC	AS SHOWN

APPROVED BY: JAMES G. CANEY  
 LICENSE NO. 46225  
 STATE OF ILLINOIS

DRAWING NO. **C200**  
 SHEET 1 OF 2



- LEGEND**
- ⊕ EXISTING STORM MANHOLE
  - ⊖ EXISTING CURB INLET
  - ⊙ EXISTING SANITARY MANHOLE
  - ⊕ EXISTING WATER VAULT
  - ⊕ EXISTING FIRE HYDRANT
  - ⊕ EXISTING VALVE BOX
  - ⊕ EXISTING UNKNOWN UTILITY MANHOLE
  - ⊕ EXISTING UTILITY POLE
  - ⊕ EXISTING GUY WIRE
  - ⊕ EXISTING ELECTRIC PULL BOX
  - ⊕ EXISTING LIGHT POLE
  - ⊕ EXISTING TELEPHONE PEDESTAL
  - ⊕ EXISTING TRAFFIC MANHOLE
  - ⊕ EXISTING AIR CONDITIONER UNIT
  - ⊕ EXISTING CHISELED MARK
  - ⊕ EXISTING SIGN
  - ⊕ EXISTING SPOT ELEVATION
  - ⊕ EXISTING PROPERTY BOUNDARY
  - ⊕ EXISTING STORM SEWER
  - ⊕ EXISTING SANITARY SEWER
  - ⊕ EXISTING SANITARY SERVICE
  - ⊕ EXISTING WATER MAIN
  - ⊕ EXISTING WATER SERVICE
  - ⊕ EXISTING OVERHEAD WIRES
  - ⊕ EXISTING CURB AND GUTTER
  - ⊕ EXISTING INDEX CONTOUR
  - ⊕ EXISTING INTERMEDIATE CONTOUR
  - ⊕ EXISTING WOODEN FENCE
  - ⊕ PROPOSED BUILDING
  - ⊕ PROPOSED CURB
  - ⊕ PROPOSED CONCRETE SIDEWALK
  - ⊕ PROPOSED INDEX CONTOUR
  - ⊕ PROPOSED INTERMEDIATE CONTOUR
  - ⊕ PROPOSED STORM SEWER
  - ⊕ PROPOSED STORM INLET/CATCH BASIN/MANHOLE
  - ⊕ EMERGENCY SURFACE OVERLAND FLOOD ROUTE

**REVISION RECORD**

NO.	DATE	DESCRIPTION

**CEE**  
**Civil & Environmental Consultants, Inc.**  
 1220 East Dixon Road, Suite 200 - Naperville, IL 60563  
 630-985-6028 • 877-963-6028  
 www.ccec.com

**EMERALD RE HOLDINGS, LLC**  
**THE ROOSEVELT**  
 122 AND 130 EAST STATE STREET  
 GENEVA, ILLINOIS 60134

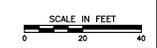
**GRADING PLAN**

DATE	BY	DATE	BY
6/12/23	DRWN BY	JUC	
1" = 20'	CHKD BY	330-850	

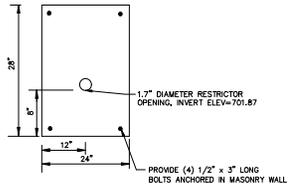
PROPOSED BY: **HAND SIGNATURE ON FILE**

**REFERENCE**

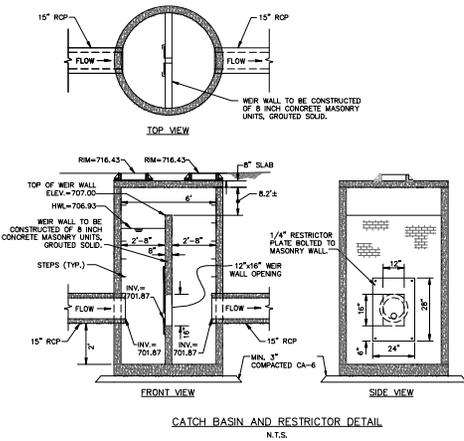
- EXISTING TOPOGRAPHY TAKEN FROM FIELD SURVEY COMPLETED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC. DATE OF SURVEY 05/24/2023.



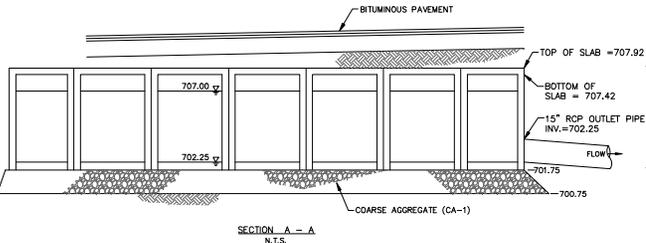
DRAWING NO. **C300**  
 SHEET 2 OF 3



NOTE:  
ALL MATERIAL LISTED AS "STEEL" SHALL BE STAINLESS OR HOT DIPPED GALVANIZED. ALL LABOR & MATERIALS NECESSARY TO CONSTRUCT THE RESTRICTOR AS SHOWN ABOVE WILL BE INCLUDED IN THE UNIT PRICE BID FOR "CATCHBASINS, TYPE A, OF THE DIAMETER SPECIFIED.



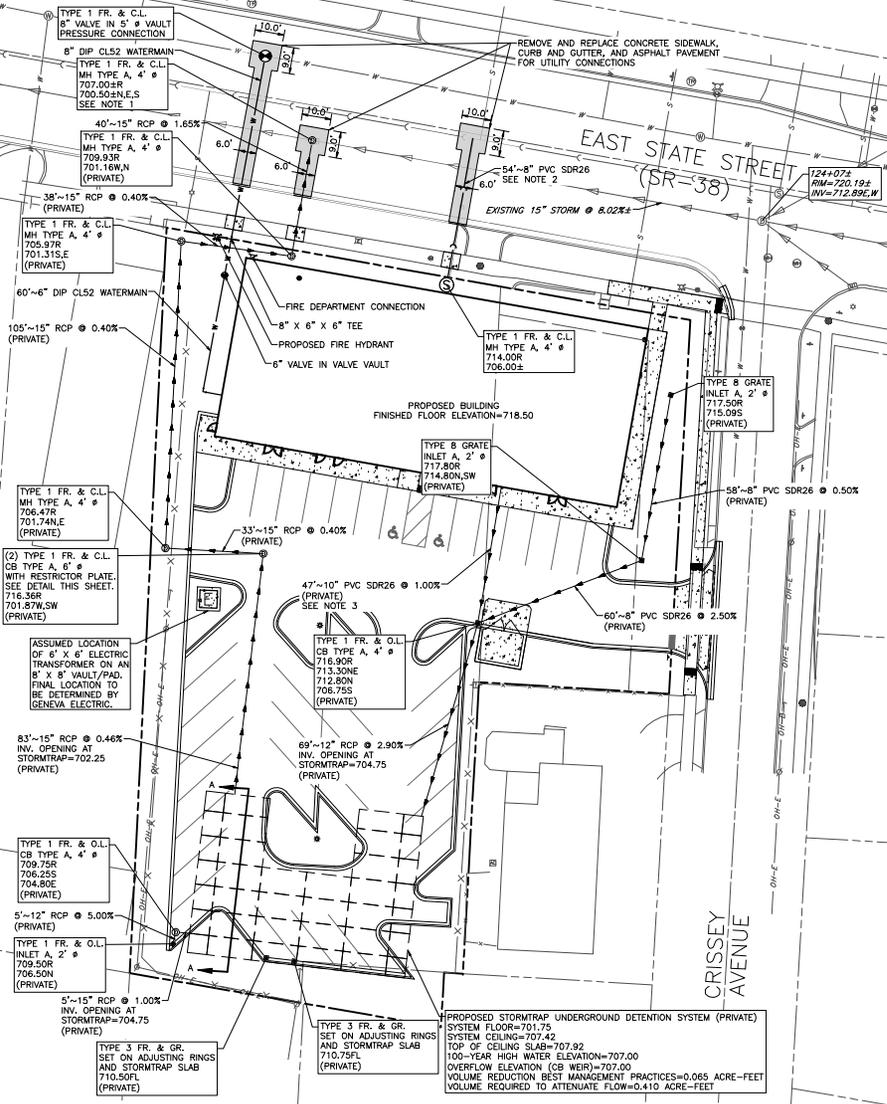
CATCH BASIN AND RESTRICTOR DETAIL  
N.T.S.



SECTION A - A  
N.T.S.

AGGREGATE BASE STORMTRAP SYSTEM FOR STORMWATER ATTENUATION VOLUME REDUCTION BEST MANAGEMENT PRACTICES  
0.410 ACRE-Feet PER PRELIMINARY CALCULATIONS  
NOTE: FINAL VOLUME WILL BE BASED ON SHOP DRAWINGS PREPARED BY STORMTRAP, BUT WILL NOT BE LESS THAN THE TOTAL VOLUME REQUIRED.

220+33.5±  
STORM M.H. LOCATED AT INTERSECTION OF 38 AND 25  
707.00±R  
700.50±N,E,S  
SEE NOTE 1



LEGEND

- ⊕ EXISTING STORM MANHOLE
- ⊕ EXISTING CURB INLET
- ⊕ EXISTING SANITARY MANHOLE
- ⊕ EXISTING WATER VAULT
- ⊕ EXISTING FIRE HYDRANT
- ⊕ EXISTING VALVE BOX
- ⊕ EXISTING UNKNOWN UTILITY MANHOLE
- ⊕ EXISTING UTILITY POLE
- ⊕ EXISTING GUY WIRE
- ⊕ EXISTING ELECTRIC PULL BOX
- ⊕ EXISTING LIGHT POLE
- ⊕ EXISTING TELEPHONE PEDESTAL
- ⊕ EXISTING TRAFFIC MANHOLE
- ⊕ EXISTING AIR CONDITIONER UNIT
- ⊕ EXISTING CHISELED MARK
- ⊕ EXISTING SIGN
- ⊕ EXISTING SPOT ELEVATION
- ⊕ EXISTING PROPERTY BOUNDARY
- ⊕ EXISTING STORM SEWER
- ⊕ EXISTING SANITARY SEWER
- ⊕ EXISTING WATER MAIN
- ⊕ EXISTING WATER SERVICE
- ⊕ EXISTING OVERHEAD WIRES
- ⊕ EXISTING CURB AND GUTTER
- ⊕ EXISTING INDEX CONTOUR
- ⊕ EXISTING INTERMEDIATE CONTOUR
- ⊕ EXISTING WOODEN FENCE
- ⊕ PROPOSED BUILDING
- ⊕ PROPOSED CURB
- ⊕ PROPOSED CONCRETE SIDEWALK
- ⊕ PROPOSED INDEX CONTOUR
- ⊕ PROPOSED WATER LINE
- ⊕ PROPOSED SANITARY SEWER
- ⊕ PROPOSED STORM SEWER
- ⊕ PROPOSED STORM INLET/CATCH BASIN/MANHOLE
- ⊕ PROPOSED SANITARY MANHOLE
- ⊕ PROPOSED WATER VAULT
- ⊕ PROPOSED VALVE IN VALVE BOX
- ⊕ PROPOSED LIGHT STAND

UTILITY PLAN NOTES

1. EXISTING UTILITY INFORMATION WITHIN THE EAST STATE STREET RIGHT OF WAY IS BASED ON THE INFORMATION FOUND ON THE ILLINOIS ROUTE 38 - EAST STATE STREET REMOVAL PLAN PREPARED BY B.L.A. INC. DATED AUGUST 22, 2018 AND VISUAL OBSERVATIONS MADE IN THE FIELD, USING RM AND INVERT INFORMATION FOR THE EXISTING STORM MANHOLES LOCATED AT THE INTERSECTION OF STATE AND BENNETT (STATION 120+33.5±) AND STATE AND CRISSEY (STATION 127+07.4), AND ASSUMING A STRAIGHT SLOPE BETWEEN MANHOLES YIELDS AN INVERT ELEVATION OF 700.3± AT THE PROPOSED POINT OF CONNECTION (STATION 122+50). THE PROPOSED DESIGN WILL ALLOW A CONNECTION TO THE EXISTING STATE STREET STORM SEWER AS WELL AS THE PROPOSED STORM SEWER SHOWN IN THE B.L.A. INC. FINAL ENGINEERING PLANS. NOTE THAT THE PROPOSED INVERT OF CATCH BASIN #232 (B.L.A. PLANS) WILL NEED TO BE LOWERED TO ACCOMMODATE THE PROPOSED CONNECTION.
2. THE PROPOSED BUILDING'S SANITARY SERVICE WILL FOLLOW THE SAME HORIZONTAL AND VERTICAL ALIGNMENT SHOWN FOR THE EXISTING SANITARY SERVICE OF THE EXISTING BUILDING PREVIOUSLY DEMOLISHED. THIS WILL INSURE ACCESS TO THE STATE STREET SANITARY SEWER. FINAL SIZE AND INVERTS WILL BE COORDINATED WITH THE ARCHITECT AND SHOWN ON THE FINAL ENGINEERING PLAN SET.
3. ASSUMED LOCATION OF STORM SEWER CONNECTION FOR BUILDING ROOF DRAIN. FINAL SIZE, LOCATION, AND DEPTH TO BE COORDINATED WITH ARCHITECT DURING FINAL ENGINEERING PLAN PREPARATION.
4. THE CITY OF GENEVA OR ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARD FRAME AND LIDS/GRATES WILL BE SPECIFIED ON THE FINAL ENGINEERING PLAN SET.

REFERENCE  
1. EXISTING TOPOGRAPHY TAKEN FROM FIELD SURVEY COMPLETED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC. DATE OF SURVEY 05/24/2023.



REVISION RECORD

NO.	DATE	DESCRIPTION

EMERALD RE HOLDINGS, LLC  
THE ROOSEVELT  
122 AND 130 EAST STATE STREET  
GENEVA, ILLINOIS 60134

Civil & Environmental Consultants, Inc.  
1230 East Dixie Road, Suite 200 - Naperville, IL 60563  
630-985-6028 • 877-683-6028

UTILITY PLAN

DATE	BY	CHECKED BY	SCALE
6/12/23	DMW/MT	JMC	AS SHOWN
7/1/23	DMW/MT	JMC	AS SHOWN

APPROVED BY: [Signature]

DRAWING NO. **C400**

SHEET 2 OF 3

EXHIBIT F  
PRELIMINARY SITE PLAN

DRAFT



NORTH

SITE PLAN NOTES:

- UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TO THE BACK OF CURB, FACE OF BUILDING, EDGE OF SIDEWALK OR PROPERTY LINE. FOR ADDITIONAL BUILDING DIMENSIONS SEE ARCHITECTURAL PLANS.
- PUBLIC HANDICAP RAMP DETAILS SHALL BE CONSTRUCTED IN ACCORDANCE WITH IDOT STANDARD 424001.
- ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC AND SHALL BE AS FOLLOWS:
  - (A) PARKING SPACES - 4" SOLID YELLOW
  - (B) STOP LINE - 24" SOLID WHITE
  - (C) PAINTED ISLANDS - 4" SOLID EDGE WITH 4" SOLID DIAGONALS (5' C-C) AT 45°
- LOCATION OF FOUR (4) SPACES IF ADDITIONAL PARKING IS REQUIRED IN THE FUTURE.

SITE DATA

GROSS BOUNDARY AREA = 37,831 SQUARE FEET (0.868 ACRES)

CURRENT ZONING = D-MHR (MIXED HIGH DENSITY RESIDENTIAL DISTRICT)

PROPOSED ZONING = D-CM (COMMERCIAL MIXED-USE DISTRICT)

REQUIRED SETBACKS:

MAXIMUM STREET SETBACK (WITHOUT OPEN SPACE) = 0 FEET

MAXIMUM STREET SETBACK (WITH OPEN SPACE) = 0 TO 15 FEET

MAXIMUM INTERIOR SIDE SETBACK = 0 TO 8 FEET

MINIMUM REAR SETBACK = 0 FEET

MINIMUM REAR SETBACK (ABUTS A RESIDENTIAL USE) = 15 FEET

NUMBER OF BUILDINGS = ONE THREE-STORY BUILDING

1ST FLOOR: COMMERCIAL = 8,680 SQUARE FEET

2ND FLOOR: RESIDENTIAL = 8,680 SQUARE FEET

3RD FLOOR: RESIDENTIAL = 8,680 SQUARE FEET

TOTAL = 26,040 SQUARE FEET

NUMBER OF RESIDENTIAL DWELLING UNITS = 14 UNITS

RESIDENTIAL DWELLING UNITS PER ACRE = 14 UNITS/0.868 ACRES = 16.13 DU/AC

FLOOR AREA RATIO (FAR) = 26,040 SF/37,831 SF = 0.69

LOT COVERAGE:

BUILDING = 8,680 SQUARE FEET

PAVEMENT, SIDEWALKS, TRASH ENCLOSURE, RETAINING WALL = 17,424 SQUARE FEET

TOTAL = 26,104 SQUARE FEET

LOT COVERAGE RATIO = 26,104 SF/37,831 SF = 0.69

PARKING REQUIRED:

COMMERCIAL = 12 SPACES

RESIDENTIAL

- (6) ONE BEDROOM UNITS X 1 SPACE/UNIT = 6 SPACES
- (8) TWO BEDROOM UNITS X 1.5 SPACES/UNIT = 12 SPACES
- TOTAL RESIDENTIAL = 18 SPACES
- TOTAL REQUIRED = 30 SPACES

PARKING PROVIDED = 38 SPACES (2 HC, AND 36 9-FOOT)

LEGAL DESCRIPTION

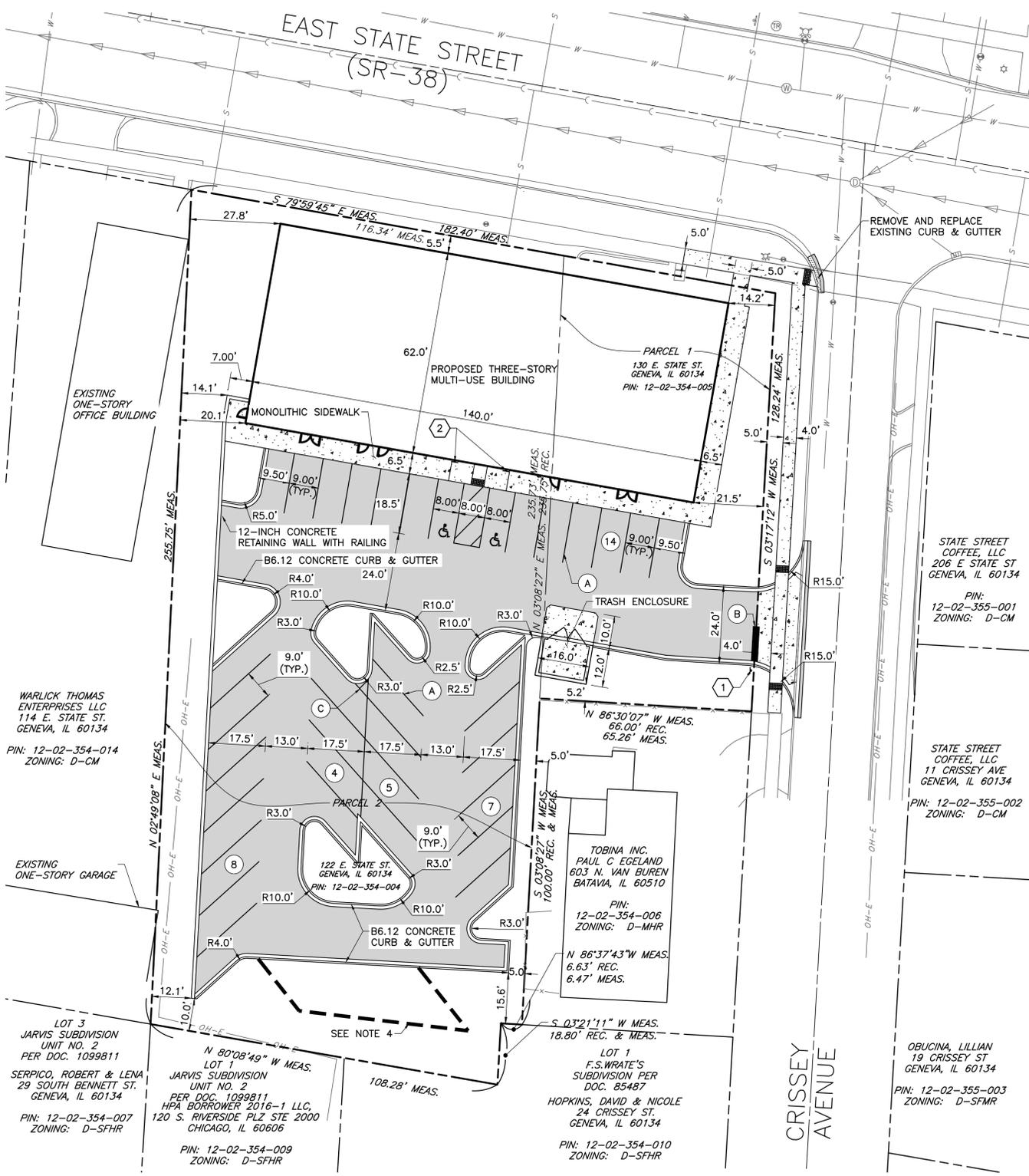
**PARCEL 1:**  
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN F. S. WRATE'S SUBDIVISION; THENCE WEST 65.56 FEET ALONG THE NORTH LINE OF SAID LOT; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF BATAVIA STREET 100 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTHERLY 132.5 FEET PARALLEL WITH THE WESTERLY LINE OF BATAVIA STREET TO THE SOUTHERLY LINE OF STATE STREET; THENCE EASTERLY 66 FEET ALONG SAID SOUTHERLY LINE TO THE WESTERLY LINE OF BATAVIA STREET; THENCE SOUTHERLY ALONG SAID WESTERLY LINE TO A POINT IN A LINE DRAWN EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 1 OF F. S. WRATE'S SUBDIVISION FROM THE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING; IN THE CITY OF GENEVA, KANE COUNTY, ILLINOIS.

**PARCEL 2:**  
THE EASTERLY HALF (MEASURED ALONG THE NORTH LINE) OF THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 9 OF THE 1860 ASSESSOR'S PLAT FOR SAID QUARTER SECTION; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 9 AND SAID LINE EXTENDED 255.56 FEET TO THE NORTH LINE OF F.S. WRATE'S SUBDIVISION; THENCE SOUTHEASTERLY ALONG SAID NORTH LINE 227.60 FEET TO AN ANGLE THEREIN; THENCE NORTHEASTERLY ALONG SAID LINE FORMING AN ANGLE OF 83 DEGREES 30 MINUTES WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 18.80 FEET TO AN ANGLE THEREIN; THENCE EASTERLY ALONG SAID NORTH LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE 6.63 FEET TO A POINT THAT IS 65.56 FEET WESTERLY OF THE WEST LINE OF CRISSEY AVENUE (FORMERLY KNOWN AS BATAVIA STREET); THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 06 MINUTES 06 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED LINE (MEASURED COUNTERCLOCKWISE THEREFROM) 235.75 FEET TO A POINT ON THE SOUTH LINE OF STATE STREET THAT IS 66.0 FEET WESTERLY OF THE SAID WEST LINE OF CRISSEY AVENUE; THENCE WESTERLY ALONG THE SOUTH LINE OF STATE STREET FORMING AN ANGLE OF 96 DEGREES 36 MINUTES 47 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 236.06 FEET TO THE POINT OF BEGINNING (EXCEPT THE WESTERLY 3.33 FEET CONVEYED TO H.L. NAYLOR BY WARRANTY DEED DATED SEPTEMBER 26, 1927, RECORDED SEPTEMBER 27, 1927 AS DOCUMENT 297919) IN THE CITY OF GENEVA, KANE COUNTY, ILLINOIS

REFERENCE

- EXISTING TOPOGRAPHY TAKEN FROM FIELD SURVEY COMPLETED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC. DATE OF SURVEY 05/24/2023.

# SITE PLAN FOR THE ROOSEVELT



ADDRESSES: 122 AND 130 E STATE STREET  
 P.I.N. 12-02-354-004  
 12-02-354-005



LEGEND

- ⊕ EXISTING STORM MANHOLE
- ⊕ EXISTING CURB INLET
- ⊕ EXISTING SANITARY MANHOLE
- ⊕ EXISTING WATER VAULT
- ⊕ EXISTING FIRE HYDRANT
- ⊕ EXISTING VALVE BOX
- ⊕ EXISTING UNKNOWN UTILITY MANHOLE
- ⊕ EXISTING UTILITY POLE
- ⊕ EXISTING GUY WIRE
- ⊕ EXISTING ELECTRIC PULL BOX
- ⊕ EXISTING LIGHT POLE
- ⊕ EXISTING TELEPHONE PEDESTAL
- ⊕ EXISTING TRAFFIC MANHOLE
- ⊕ EXISTING AIR CONDITIONER UNIT
- ⊕ EXISTING CHISELED MARK
- ⊕ EXISTING SIGN
- ⊕ EXISTING PROPERTY BOUNDARY
- ⊕ EXISTING STORM SEWER
- ⊕ EXISTING SANITARY SEWER
- ⊕ EXISTING SANITARY SERVICE
- ⊕ EXISTING WATER MAIN
- ⊕ EXISTING WATER SERVICE
- ⊕ EXISTING OVERHEAD WIRES
- ⊕ EXISTING CURB AND GUTTER
- ⊕ EXISTING INDEX CONTOUR
- ⊕ EXISTING INTERMEDIATE CONTOUR
- ⊕ EXISTING WOODEN FENCE
- ▭ PROPOSED BUILDING
- ▭ PROPOSED CURB
- ▭ PROPOSED CONCRETE SIDEWALK
- ▭ PROPOSED ASPHALT

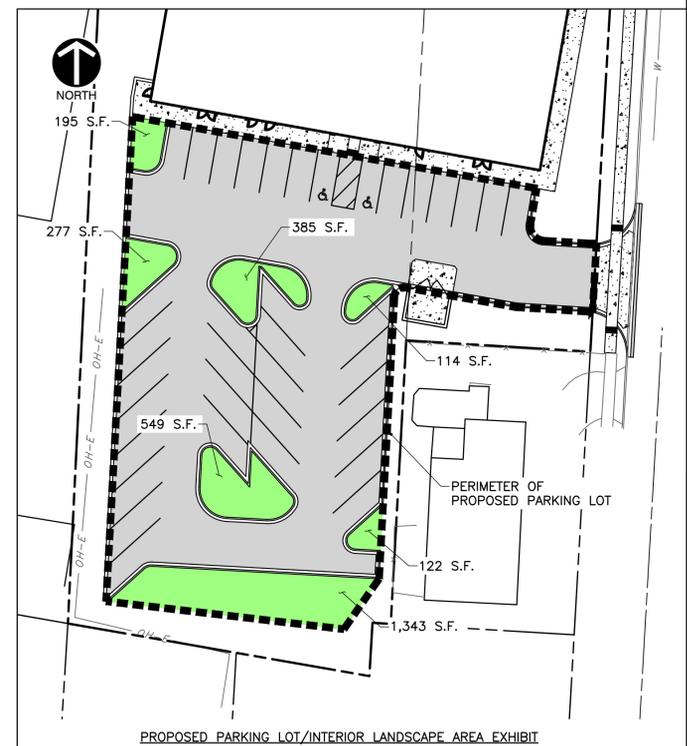
SITE LOCATION MAP  
1" = 1,000'

SIGN LEGEND

- ⊕ STOP R1-1 30" X 30"
- ⊕ RESERVED PARKING R7-8 12" X 18"
- ⊕ \$250 FINE SIGN REQUIRING "250 FINE" ILLINOIS STANDARD R7-1101
- ⊕ VAN ACCESSIBLE VAN ACCESSIBLE SIGN 18" X 9" 2" SERIES D LETTERS

NO	DATE	DESCRIPTION
1	7/26/23	REVISED PER CITY REVIEW
2	8/30/23	REVISED SITE DATA PER CITY REVIEW
3	8/30/23	REVISED PER COMMENTS RECEIVED AT 8/14/23 DOC MEETING

**Civil & Environmental Consultants, Inc.**  
 1230 East Diehl Road, Suite 200 - Naperville, IL 60563  
 630-963-6026 - 877-963-6026  
 www.cechinc.com



PROPOSED PARKING LOT AREA = 18,610 S.F.  
 10% OF PROPOSED PARKING AREA = 1,861 S.F.  
 SUM OF INTERIOR LANDSCAPE AREA = 2,985 S.F.



SITE PLAN

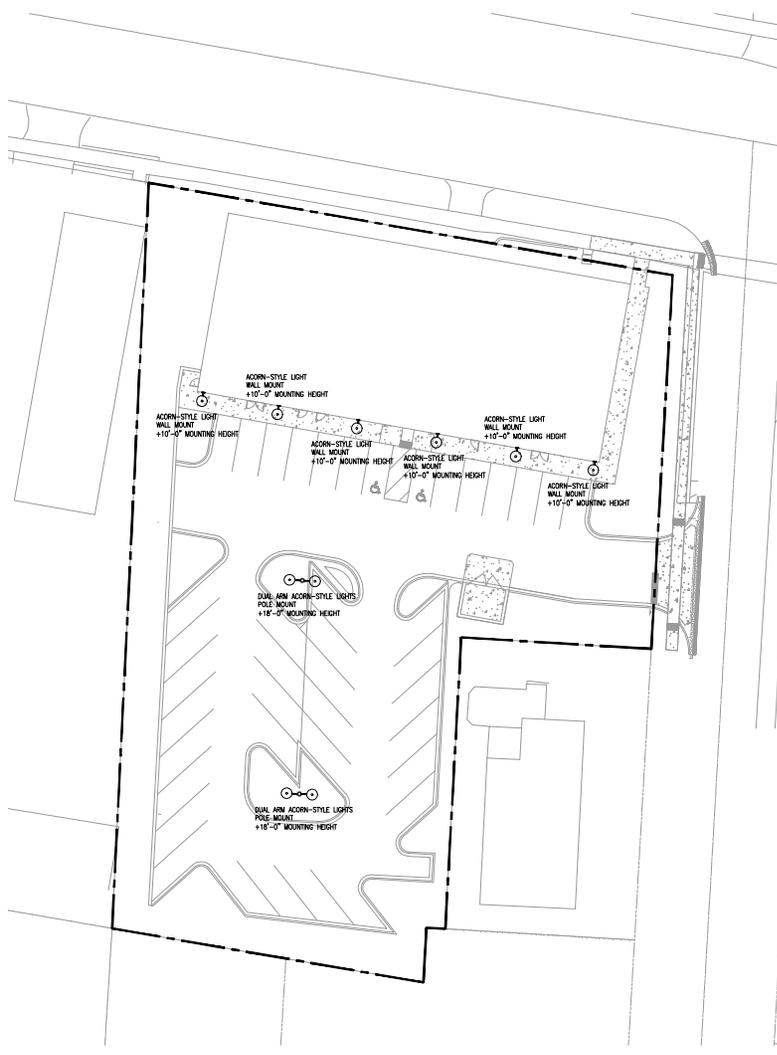
DATE:	6/14/23	DRAWN BY:	JGC
DWG SCALE:	1" = 20'	CHECKED BY:	332-828
PROJECT NO.:		APPROVED BY:	
		HAND SIGNATURE ON FILE	JJGC

DRAWING NO. **CV01**

P:\130-001\130-001-002\130-001-002-001.dwg (10/17/23 10:20:23) - mrvn - P: 8/29/2023 8:28 AM

EXHIBIT G  
SITE LIGHTING & PHOTOMETRIC PLAN

DRAFT



- PLAN NOTES:**
1. EXTERIOR LIGHTING SHALL COMPLY WITH CITY OF GENEVA EAST STATE STREET DESIGN GUIDELINES AND CHAPTER 11 OF THE CITY OF GENEVA ZONING ORDINANCE.
  2. LIGHT POLES AND LIGHT FIXTURES WITH A HISTORIC OR TRADITIONAL DESIGN SHALL BE USED FOR ALL PARKING LOTS, WALKWAYS AND PEDESTRIAN AREAS.
  3. EXTERIOR LIGHTING SHALL BE IN COMPLIANCE WITH CITY OF GENEVA ORDINANCE NO. 2022-19. LIGHT FIXTURES AND POLES SHALL COMPLY WITH GENEVA DESIGN GUIDELINES AND SPECIFICATIONS.
  4. ORNAMENTAL "ACORN-STYLE" LIGHT FIXTURES MOUNTED ON TAPERED AND FLUTED POLES SHALL BE MOUNTED AT 18'-0" ABOVE GRADE. DUAL MOUNTED LIGHT FIXTURES SHALL BE INSTALLED ON POLES WITH MOUNTING BRACKETS TO MEET GENEVA REQUIREMENTS. THE POLE-MOUNTING BRACKET FOR DUAL "ACORN-STYLE" LIGHT FIXTURES MOUNTED ON A TAPERED AND FLUTED POLE SHALL BE WIDENED TO 30" OR THE EQUIVALENT. THE COMPLETE ASSEMBLY SHALL BE A GARNISH LIGHTING FEDERAL GLOBE BLACK ON A UNION METAL TAPERED AND FLUTED POLE (NATIONAL STYLE) WITH A FLUTED, BLACK BASE (NO. M430) OR THE EQUIVALENT.
  5. THE ORNAMENTAL POLE STANDARD SHALL BE A CAST TAPERED FLUTED ALUMINUM POLE WITH AN 18.5" HIGH x 17" DIAMETER NATIONAL STYLE BASE. IT SHALL COME COMPLETE WITH ACCESS DOOR AND (4) 3/4"x24" ANCHOR BOLTS AND LOCK NUTS. THE STANDARD SHALL HAVE A 15" DIAMETER BOLT CIRCLE AND SUPPLIED FINISH PAINTED BLACK.
  6. THE OPTICAL SYSTEM SHALL CONSIST OF THE CONTRA-DOME REFLECTOR ASSEMBLY WITH A MULTI-TIERED REFLECTOR ASSEMBLY COMPOSED OF REFLECTIVE ELEMENTS, OR THE EQUIVALENT. PEAK CANDELA SHALL BE FROM 85 TO 70 DEGREES AND CUTOFF AT 75 DEGREES. THE LAMP SHALL BE VERTICAL BURNING, BASE DOWN AND THE REFLECTOR ASSEMBLY WILL EITHER BE SYMMETRIC OR ASYMMETRIC, AS REQUIRED BY THE SIZE AND SHAPE OF THE AREA TO BE LIGHTED. THE RESULTING FOOT-CANDELES ON THE PAVEMENT SHALL CONFORM TO CITY OF GENEVA STANDARDS.
  7. BUILDING MOUNTED "ACORN-STYLE" LIGHT FIXTURES SHALL BE MOUNTED AT 10'-0" ABOVE GRADE. THE BUILDING WALL MOUNTING BRACKET FOR "ACORN-STYLE" LIGHT FIXTURES SHALL BE WIDENED 30" OR THE EQUIVALENT.
  8. LIGHT FIXTURE LAMPS SHALL BE LED TYPE WITH A TEMPERATURE RANGE OF 3000K OR LESS TO MEET CITY OF GENEVA REQUIREMENTS.

1 SITE LIGHTING PLAN  
1" = 20'-0"



PRELIMINARY NOT FOR  
CONSTRUCTION  
07/27/2023

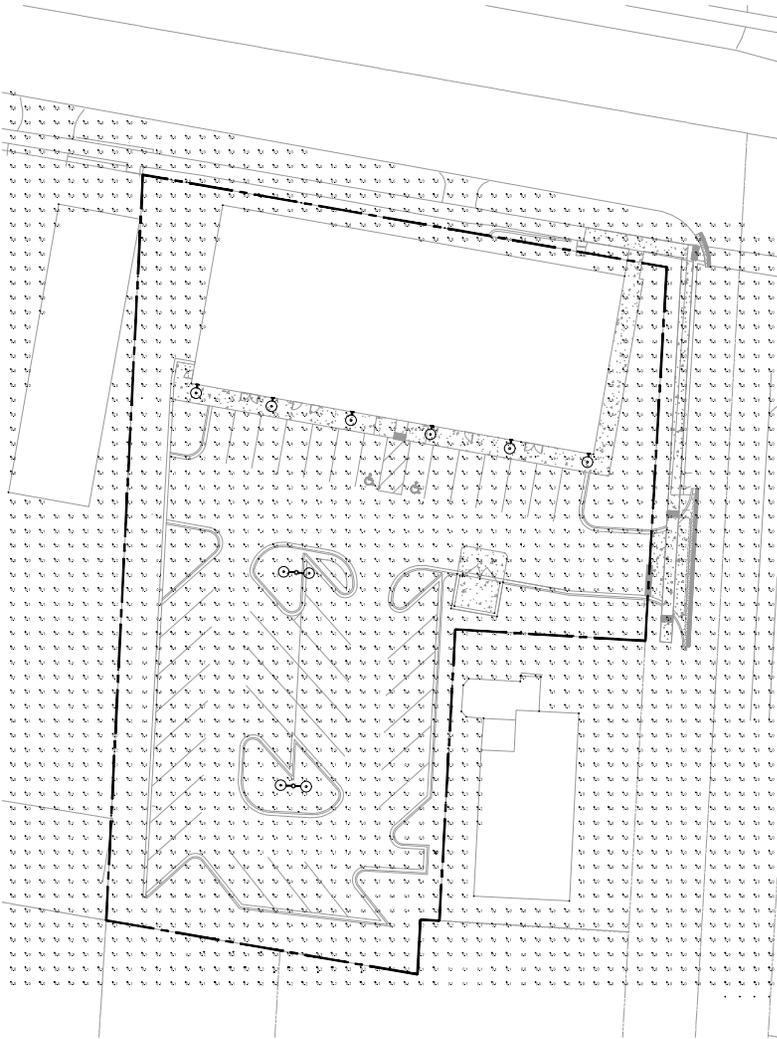
PROJECT  
GREAT WESTERN FLOORING  
MIXED USE BUILDING  
122 & 123 E. STATE STREET  
GENEVA, IL 60134  
FOR

PROJECT NUMBER | 921125

ISSUE  
06/09/2023 ISSUED FOR ZONING

RE-ISSUE

DESCRIPTION  
SITE LIGHTING PLAN



Calculation Summary								
Label	Calc Type	Units	Avg	Max	Min	Max/Min	Avg/Min	Description
FULL AREA PLINAR	Illuminance	Fc	0.46	1.0	0.0	N/A	N/A	CALC @ GRADE LEVEL
PROPERTY LINE CALC	Illuminance	Fc	0.18	0.4	0.0	N/A	N/A	CALC @ GRADE LEVEL
PARKING AREA	Illuminance	Fc	1.31	5.0	0.6	8.33	2.19	CALC @ GRADE LEVEL

Luminaire Schedule										
Qty	Tag	Manufacturer	Description	Arrangement	Luminaire Lumens	Arr. Lum. Lumens	Luminaire Watts	Arr. Watts	LLF	
6	W4	ARCHITECTURAL AREA LIGHTING	FGS-PB-V4-361-ED-3K-800	Single	5650	5650	72.3	72.3	0.900	
2	PS	ARCHITECTURAL AREA LIGHTING	FGI-RB-V5-36LED-3K-500	Back-Back	5526	10052	7.8	1.46	0.900	

1 SITE PHOTOMETRIC PLAN  
1" = 20'-0"



PRELIMINARY NOT FOR  
CONSTRUCTION  
07/27/2023

PROJECT  
GREAT WESTERN FLOORING  
MXED USE BUILDING  
122 & 123 E. STATE STREET  
GENEVA, IL 60134  
FOR

PROJECT NUMBER | 921125

ISSUE  
06/09/2023 ISSUED FOR ZONING

RE-ISSUE

DESCRIPTION  
SITE PHOTOMETRIC PLAN

TORCH ARCHITECTURE INC  
300 E 5TH AVE STE 102 NAPERVILLE, IL 60563  
P. 630.420.1900 TORCHARCHITECTURE.COM

E4 02

## EXHIBIT H

In-PIN Parcel IDs
12-02-354-004
12-02-354-005

Out-of-PIN Parcel IDs		
12-02-304-001	12-02-354-013	12-03-483-001
12-02-304-003	12-02-354-014	12-03-483-002
12-02-304-004	12-02-355-003	12-10-230-001
12-02-304-005	12-02-355-012	12-11-101-001
12-02-305-009	12-02-355-013	12-11-101-002
12-02-305-014	12-02-356-001	
12-02-305-019	12-02-356-002	
12-02-305-020	12-02-356-003	
12-02-305-033	12-02-356-004	
12-02-305-034	12-02-356-009	
12-02-305-035	12-03-282-001	
12-02-305-036	12-03-429-002	
12-02-305-037	12-03-429-003	
12-02-305-038	12-03-429-022	
12-02-351-001	12-03-429-023	
12-02-351-014	12-03-429-024	
12-02-351-015	12-03-431-005	
12-02-351-016	12-03-431-008	
12-02-351-018	12-03-431-010	
12-02-351-020	12-03-431-016	
12-02-351-026	12-03-431-020	
12-02-351-027	12-03-431-023	
12-02-351-028	12-03-431-024	
12-02-352-006	12-03-431-025	
12-02-352-007	12-03-431-026	
12-02-352-008	12-03-431-027	
12-02-352-009	12-03-431-028	
12-02-352-010	12-03-432-002	
12-02-353-002	12-03-432-005	
12-02-354-001	12-03-432-006	

12-02-354-002	12-03-432-007	
12-02-354-006	12-03-432-009	

Excluded Parcel IDs	Corresponding Project
12-02-355-001	Dunkin Donuts (Parcel 1 of 2)
12-02-355-002	Dunkin Donuts (Parcel 2 of 2)
12-03-280-002	302 River Project (Parcel 1 of 10)
12-03-280-003	302 River Project (Parcel 2 of 10)
12-03-280-004	302 River Project (Parcel 3 of 10)
12-03-280-005	302 River Project (Parcel 4 of 10)
12-03-280-006	302 River Project (Parcel 5 of 10)
12-03-281-001	302 River Project (Parcel 6 of 10)
12-03-281-004	302 River Project (Parcel 7 of 10)
12-03-281-005	302 River Project (Parcel 8 of 10)
12-03-281-006	302 River Project (Parcel 9 of 10)
12-03-281-007	302 River Project (Parcel 10 of 10)
12-02-353-008	Mill Race (Parcel 1 of 1)