

# CITY CORRIDOR IMPROVEMENT PROGRAM

## Chapter 12.40

### CITY CORRIDOR IMPROVEMENT PROGRAM

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#### **12.40.010 Purpose.**

The purpose of this Chapter is to promote and protect the public health, safety and welfare by establishing the Corridor Improvement Program and providing for the administration thereof. The Corridor Improvement Program is intended to improve the aesthetics of Eligible Properties by providing financial assistance to property owners or tenants to subsidize the construction of Eligible Improvements. Said improvements shall:

1. Enhance the overall economic vitality and character of the City through improvement of private property; and,
2. Protect the general welfare by aesthetically enhancing Eligible Properties; and,
3. Create and maintain physical improvements that enhance community character by providing unique and familiar visual features.

(Ord. 2009-M-8 § 1; Ord. 2001-M-24 § 1.)

#### **12.40.020 Definitions.**

As used in this Chapter, the following terms shall have the meanings set forth herein:

“Corridor Improvement Agreement”: An agreement between a property owner or tenant and the City that provides for the amount of the Corridor Improvement Grant, the improvements to be completed and the responsibilities of the property owner or tenant.

“CIC”: The St. Charles Corridor Improvement Commission.

“Corridor Improvement Grant” or “Grant”: Financial assistance to Grant Recipients to reimburse the cost of Eligible Improvements. Grants may be awarded in the specific forms set forth in the program description attached to this Ordinance as Exhibit “A”, and incorporated herein by this reference.

“Eligible Improvements”: The design, purchase and planting or construction of Landscaping Materials on an Eligible Property.

“Eligible Properties”: Properties located within the corporate limits of the City of St. Charles and: (a) have a frontage on Main Street, Randall Road or Kirk Road; or (b) are located in the Downtown Special Services Area (SSA-1B).

“Grant Recipient”: The owner of record or tenant of an Eligible Property or such other party having a legal interest therein.

“Landscaping Materials”: Plants, trees, shrubs, bulbs, flowers and other similar elements approved by CIC.  
(Ord. 2009-M-8 § 1; Ord. 2001-M-24 § 1.)

#### **12.40.030 Corridor Improvement Commission: Membership.**

A. Establishment. The St. Charles Corridor Improvement Commission is hereby established.

B. Authority. The CIC shall have only those powers and duties provided for in this Chapter 12.40.

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- C. Membership. There shall be seven (7) members of the CIC, appointed by the Mayor with the advice and consent of the City Council.
- D. Qualifications. CIC members shall be chosen based upon their professional knowledge, commitment to the community and who are:
  - 1. A design professional such as a landscape architect, landscape designer or artist; or
  - 2. A land development professional such as a real estate developer, realtor, construction contractor/planner or civil engineer; or
  - 3. The owner or manager of a business located in the City of St. Charles; or
  - 4. An “at large” member who resides in the City corporate limits, but does not necessarily own a business or work within the City; or
  - 5. Possess other beneficial skills that include, but are not limited to financial/accounting knowledge, interest in the arts (especially a working knowledge of public art) and riverfront issues such as design or ecology.
- E. Terms.
  - 1. Except as provided for herein, members shall be appointed to a term of three (3) years. Of the first five (5) members of the Board, two (2) members shall serve from their dates of appointment through April 30, 2010, and three (3) members shall serve from their dates of appointment through April 30, 2011.
  - 2. All future terms shall expire on April 30 of the last year of their respective terms. Members whose terms have expired shall continue to serve until a successor is appointed, except if a member is removed for cause.
- F. Removal. Members may be removed from the CIC for cause, upon the recommendation of the Mayor or a motion proposed by the City Council, by a two-thirds (2/3) majority vote of the City Council. Any member of the CIC who fails to attend one-third (1/3) or more of the meetings held within any six (6) month period may be so removed.
- G. Compensation. No person shall receive compensation for serving as a member of the CIC.
- H. Officers. The CIC shall elect from its membership a chairperson and a vice-chairperson, and such other officers as it may determine. Officers shall serve for terms of one (1) year, commencing May 1 and ending April 30 of the following year, and shall be eligible for re-election.
- I. Quorum. A quorum shall consist of a majority of the members then sitting on the CIC. Official actions shall be made by a majority of those members present at any meeting where a quorum exists.
- J. Meetings. Meetings shall be held at regularly scheduled times or at the call of the chairperson in accordance with the Illinois Open Meetings Act. Minutes of the proceedings of each meeting shall be made and kept as required by law.  
(Ord. 2009-M-8 § 1; Ord. 2001-M-24 § 1.)

### **12.40.040 Duties of the Corridor Improvement Commission.**

- A. Duties. The CIC shall perform the following duties:
  - 1. Adopt rules of procedure for regular and special meetings to fulfill the duties imposed upon it by this Chapter, consistent with Robert’s Rules of Order (10<sup>th</sup> Edition).
  - 2. Review all applications for Corridor Improvement Grants.
  - 3. Make recommendations to the City Council for approval of Corridor Improvement Grants.
  - 4. Advise the City Council on any matter pertaining to this Chapter and its enforcement, including, but not limited to, the following:
    - a. Amendments to this Chapter.
    - b. Policy concerning streetscape (both public and private streetscape).
    - c. Administration of the Corridor Improvement Grant Program.
- B. Coordination with other City Commissions. The recommendations and policies of the CIC shall complement the recommendations, decisions, and policies of the Plan Commission, Tree Commission

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and Historic Preservation Commission. Any recommendations, proposed policy, or proposed work in conflict with other City Commissions shall be resolved by the City Council.  
(Ord. 2009-M-8 § 1.)

### **12.40.050 Grant Application Procedure.**

- A. Applications for Corridor Improvement Grants shall be made to the CIC by completing the application form available from the Community Development Department.
- B. The CIC shall evaluate all Grant applications based upon its ability to satisfy the goals and priorities of the CIC.
- C. The CIC shall consider all applications at one or more of its public meetings. The CIC shall render a decision to recommend approval or denial of the Grant application in a timely manner.
- D. The City Council shall consider the recommendations from the CIC in making decisions regarding approval of Grant applications.
- E. Grants shall be awarded to reimburse Grant Recipients for costs as set forth in this Ordinance.

(Ord. 2009-M-8 § 1; Ord. 2001-M-24 § 1.)

### **12.40.060 Corridor Improvement Agreements.**

Grant Recipients shall execute a Corridor Improvement Agreement in a form satisfactory to the City. The terms of said Agreement shall include, but not limited to:

- A. The Corridor Improvement Grant shall only be used for Eligible Improvements.
  - 1. The Eligible Improvements shall exceed the minimum landscaping requirements of the St. Charles Zoning Ordinance (Title 17 of the City Code) and all other provisions of the City Code. In the event that an Eligible Property is subject to a Planned Unit Development (PUD), the proposed improvements must exceed the landscaping required by the applicable PUD landscape plan.
  - 2. In no event shall Corridor Improvement Grant funds be used for improvements that are required by the Zoning Ordinance or any other provision of the City Code.
  - 3. In no event shall Corridor Improvement Grant funds be used for permit or other fees imposed by a governmental entity.
- B. Eligible Improvements shall be completed in strict accordance with a landscaping plan approved by the CIC. Approved landscape plans shall comply with the City Code and the program description. The Director of Community Development may, at his or her discretion, approve minor revisions to said plan due to the unavailability of Landscape Materials, delayed due to weather, availability of materials or other circumstances beyond the reasonable control of Grant Recipients.
- C. Eligible Improvements shall be completed in a timely manner.
  - 1. All Eligible Improvements shall be completed within two hundred-seventy (270) calendar days of the execution of the Corridor Improvement Agreement. The City may, at its sole discretion, authorize an extension of up to two hundred-seventy (270) calendar days. In the event that the Eligible Improvements are not complete in the time provided by the Corridor Improvement Agreement (or extension thereof as the case may be) the City shall not be obligated to reimburse Grant Recipients after the date of expiration.
  - 2. Construction of the Eligible Improvements shall not commence prior to the execution of the Corridor Improvement Agreement; improvements constructed prior to the execution of said Agreement shall not be eligible for Grant funds.
- D. Disbursement procedures; reimbursement of costs.
  - 1. Upon completion of the Eligible Improvements, Grant Recipients shall submit copies of all design invoices, contractor's statements, other invoices, proof of payment and notarized final lien waivers to the Director of Community Development. Grant funds shall not be disbursed without supporting documentation.

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2. Notwithstanding any other provision herein, the Director of Community Development may, at his or her discretion, authorize disbursement of Grant funds before the Eligible Improvements are completed if: (a) at least forty percent (40%) of the Eligible Improvements are constructed; and (b) design invoices, contractor's statements, other invoices, proof of payment, and notarized final lien waivers have been submitted; and (c) the completion of the remaining Eligible Improvements are delayed due to weather, unavailability of Landscaping Materials or other circumstances beyond the reasonable control of the Grant recipients.
- E. Grant Recipients shall maintain the Eligible Improvements without alteration for five (5) years after the execution of the Corridor Improvement Agreement. A restrictive covenant limiting alterations may be required by the City Council at the time of approval of the Corridor Improvement Agreement; the City Council may subsequently waive the requirement following a recommendation from the Corridor Improvement Commission and Director of Community development, upon submittal of evidence of hardship or unusual circumstances.
- F. Grant Recipients shall expressly acknowledge that Corridor Improvement Grants may be subject to Federal, State and local taxes and as such, they have consulted with their attorney or tax advisor. Grant Recipients shall provide the City with their social security or taxpayer identification number and such other information as may be required by the City.
- G. To the fullest extent permitted by law, Grant Recipients shall agree to indemnify, defend, protect and hold harmless the City. The terms of said indemnification and hold harmless shall be set forth in the Corridor Improvement Agreement.
- H. Grant Recipients shall purchase and maintain general liability insurance naming the City as additional insured party as set forth in the Corridor Improvement Agreement.  
(Ord. 2009-M-8 § 1; Ord. 2001-M-24 §1.)

### **12.40.070 Funding Source.**

The Corridor Improvement Program shall be funded by the City of St. Charles General Fund.  
(Ord. 2009-M-8 § 1.)