

**AGENDA**  
**CITY OF ST. CHARLES**  
**PLANNING & DEVELOPMENT COMMITTEE**  
**ALD. CLIFF CARRIGNAN – CHAIRMAN**

**MONDAY, JUNE 11, 2012 - 7:00 PM**  
**CITY COUNCIL CHAMBERS**  
**2 E. MAIN STREET**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. BUILDING & CODE ENFORCEMENT**
  - a. Presentation of 2012 Property Maintenance Code and Proposed Amendments.
- 4. COMMUNITY DEVELOPMENT**
  - a. Recommend approval of a Comprehensive Update to Title 16 of the City Code (Subdivisions and Land Improvement).
  - b. Presentation of annual St. Charles Housing Affordability update.
  - c. Recommend approval of a General Amendment to Title 17 of the City Code to Regulate Donation Boxes (City of St. Charles).
  - d. Recommend approval of an extension for recording a Final Plat of Subdivision for Pine Ridge Park-Lot 19.
  - e. Recommend approval of a General Amendment for temporary signs during construction projects (City of St. Charles).
  - f. Recommend approval of a Facade Improvement Grant Agreement for 117 W. Main St. (117 W. Main LLC).
- 5. ECONOMIC DEVELOPMENT**
  - a. Presentation of Charlestowne Mall Market Study (Melaniphy & Associates, Inc.).
  - b. Presentation of East Gateway Business District Eligibility Study (Ehlers).
  - c. Recommendation to approve Land Purchase and Sale Agreement between City of St. Charles and Tyler/Production, LLC (1-Acre Property for Stormwater Management).
- 6. ADDITIONAL BUSINESS**
  - a. Update on the Comprehensive Plan Project-Information only.
- 7. ADJOURNMENT**



## AGENDA ITEM EXECUTIVE SUMMARY

**Title:** Presentation of 2012 Property Maintenance Code and Proposed Amendments

**Presenter:** Bob Vann, Building & Code Enforcement Division Manager

*Please check appropriate box:*

	Government Operations		Government Services
X	Planning & Development (06/11/2012)		City Council
	Public Hearing		

Estimated Cost:		Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

Since the 1980s, the City of St. Charles has used a model code to regulate the maintenance of existing buildings and properties. Staff is considering adoption of the 2012 edition of the International Property Maintenance Code (IPMC). The 2012 IPMC is fully compatible with the City's recently adopted Building and Fire Codes.

The code fundamentals of the 2012 Property Maintenance Code will not change from the existing 2000 IPMC. The 2012 edition provides more detail and clarity on the specific code provisions.

Along with the base IPMC, St. Charles has also adopted certain amendments that are unique and applicable to our community.

Staff is presenting this item for feedback and direction from the Committee. In the next couple of months, staff will work with legal counsel to incorporate the Committee's feedback into an ordinance. We anticipate bringing back an ordinance for the Committee's recommendation and Council approval in fall of 2012.

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

Memorandum that details background, enforcement, and violation notification of the property maintenance code. Provisions of the 2012 Property Maintenance Code; Proposed changes to existing local amendments, and flow chart on code enforcement process.

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

Discuss the proposed code amendments and provide feedback to staff.

*For office use only:*

*Agenda Item Number: 3a*

**Community Development  
Building & Code Enforcement Division**

**Phone: (630) 377-4406**

**Fax: (630) 443-4638**



# Memo

**Date:** May 30, 2012

**To:** Chairman Cliff Carrignan and Planning and Development Committee

**From:** Bob Vann, Building & Code Enforcement Division Manager

**Cc:** Rita Tungare, Director of Community Development

**RE:** Presentation of 2012 Property Maintenance Code and Proposed Amendments

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## **I. Background:**

Since the early 1980s the City has used a model edition of a Property Maintenance Code to regulate the conditions and maintenance of existing buildings and properties. The provisions of any property maintenance code sets minimum standards and requirements for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards.

In 1998 the City hired the first full-time Code Enforcement Officer in an effort to approach property maintenance in a proactive and consistent manner. At that time the City was following the 1993 BOCA National Property Maintenance Code.

In the late 1990s, the three national code writing entities, namely the Building Officials and Code Administrators (BOCA), International Conference of Building Officials (ICBO), and Southern Building Code Congress International (SBCCI), merged to establish a one-code development process known as the International Code Council (ICC).

In early 2003, the City adopted its current Property Maintenance Code, i.e. the 2000 International Property Maintenance Code (IPMC).

## **II. Local Code Amendments:**

In the State of Illinois, legislative bodies have the authority to not only adopt construction codes, but to also modify them by way of amendments. This tool is used to modify the code provisions to address specific conditions, clarify requirements, and/or set higher standards than the base code provides.

When considering this adoption of stricter code amendments, review of the State and Federal regulations must be taken under consideration so as not to disallow rights that are permitted by a higher authority.

In the past, the City has relied on code amendments to address various conditions or omissions the specific code edition referenced. The International Family of Codes are reviewed and revised every 3-three years. Due to the 3-three year code cycle and the International Code Edition being a set of comprehensive codes, the City has significantly been able to recommend the reduction of local code amendments and rely more on base Codes.

Some of the significant City code amendments that the City has adopted to address specific issues include:

- 1) Weeds/grass – height and authority to have them cut/mowed.
- 2) Motor vehicles – requires a current state registration, vehicles that are in disrepair that make it incapable of being driven shall be stored outside. It provides definitions of “Collector” and “Special Interest Vehicles.”
- 3) Heating levels in residential and non-residential uses.

### **III. Enforcement:**

The enforcement of any Property Maintenance Code differs from the enforcement of other building codes. Construction codes will give specific numerical and tangible requirements, such as:

- Size and length of lumber for floor/roof spans
- Diameter of pipe for plumbing and heating fixtures
- Size (gauge) of wire to serve different appliance

Some requirements in the property maintenance code have specific requirements, such as:

- Heights of grass/weeds
- Interior temperature
- Minimum area for occupants

Other code requirements require interpretation and judgment as they provide broad, direction, such as:

- “Shall be kept in a proper state of repair”
- “Maintained free from hazardous conditions”
- “Structurally sound in good repair”

To enforce these subjective requirements we use a number of tools to determine compliance or violation of the code:

- Code and Commentary – A document used as an advisory supplement to the Property Maintenance Code that provides full meaning and implication of the code text.
- Buildings and Mechanical Code – Code requirement will have prescriptive requirement that can be referenced.
- Other requirements such as manufactures specifications and industrial standards are used and referred to.

Utilizing standards and requirements to enforce property maintenance code provides a consistent level of enforcement.

**IV. Violation Notification:**

The goal of our enforcement process is compliance with applicable Codes. The Building and Code Enforcement staff use various ways to notify individuals/property owners regarding code violations on the properties they own or have control over.

Based on the severity of the violation and the time to gain compliance will dictate how we notify the property owner to make the correction. The tools staff utilizes include:

1. In person - Staff witnesses the violation, stops, and notifies the property owner.
2. Telephone - Staff observes or is informed of a violation. An example is when renters move out and leave garbage outside; staff will call the property owner and request it be removed.
3. Door hangers/violation cards – These are pre-printed fill-in-the-blank notices that staff can write out while at the property and issue to the property owner, or be left on the property.
4. Standard U.S. Mail- Written violation is used when the violation warrants formal notification or other methods will not satisfy the requirement of due process to notify the owner of the violation.

Any property owner that is advised of a violation is given a reasonable amount of time to comply. A high percentage of violations are corrected within the allotted time frame. The attached flow chart identifies the different directions a complaint/violation can move throughout our system.

**V. Recent changes and future direction of Code Enforcement:**

- a) Adoption of 2012 IPMC and amendments.
- b) Code Enforcement Software, an existing City View system to track and maintain records.
- c) Mobile computing to identify property owner, maps, emails and draft violation letters.
- d) Paging system that notifies Code Enforcement Officer of telephone messages.
- e) Continue to use Pre-Prosecution and Administrative Adjudication hearing system once a month to provide for fundamental fairness, cost effectiveness and due process.

**VI. Suggested Action:**

This item is being presented to solicit feedback and direction from the Committee. An ordinance will be presented for a recommendation from Committee and final approval from City Council in fall 2012.



2012

**INTERNATIONAL  
PROPERTY  
MAINTENANCE  
CODE®**

*A Member of the International Code Family™*

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# CHAPTER 1

## SCOPE AND ADMINISTRATION

### PART 1 — SCOPE AND APPLICATION

#### SECTION 101 GENERAL

[A] **101.1 Title.** These regulations shall be known as the *International Property Maintenance Code* of [NAME OF JURISDICTION], hereinafter referred to as “this code.”

[A] **101.2 Scope.** The provisions of this code shall apply to all existing residential and nonresidential structures and all existing *premises* and constitute minimum requirements and standards for *premises*, structures, equipment and facilities for light, *ventilation*, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of *owners*, *operators* and *occupants*; the *occupancy* of existing structures and *premises*, and for administration, enforcement and penalties.

[A] **101.3 Intent.** This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued *occupancy* and maintenance of structures and *premises*. Existing structures and *premises* that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

[A] **101.4 Severability.** If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

#### SECTION 102 APPLICABILITY

[A] **102.1 General.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

[A] **102.2 Maintenance.** Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or *premises* was constructed, altered or repaired shall be maintained in good working order. No *owner*, *operator* or *occupant* shall cause any service, facility, equipment or utility which is required under this section to be removed from or shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as other-

wise specified herein, the *owner* or the *owner's* designated agent shall be responsible for the maintenance of buildings, structures and *premises*.

[A] **102.3 Application of other codes.** Repairs, additions or alterations to a structure, or changes of *occupancy*, shall be done in accordance with the procedures and provisions of the *International Building Code*, *International Energy Conservation Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Residential Code*, *International Plumbing Code* and NFPA 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the *International Zoning Code*.

[A] **102.4 Existing remedies.** The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and insanitary.

[A] **102.5 Workmanship.** Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a *workmanlike* manner and installed in accordance with the manufacturer's instructions.

[A] **102.6 Historic buildings.** The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings when such buildings or structures are judged by the *code official* to be safe and in the public interest of health, safety and welfare.

[A] **102.7 Referenced codes and standards.** The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2.

**Exception:** Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

[A] **102.7.1 Conflicts.** Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

[A] **102.7.2 Provisions in referenced codes and standards.** Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

[A] **102.8 Requirements not covered by code.** Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the *code official*.

[A] **102.9 Application of references.** References to chapter or section numbers, or to provisions not specifically identi-

## SCOPE AND ADMINISTRATION

fied by number, shall be construed to refer to such chapter, section or provision of this code.

[A] **102.10 Other laws.** The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

## PART 2 — ADMINISTRATION AND ENFORCEMENT

### SECTION 103 DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION

[A] **103.1 General.** The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the *code official*.

[A] **103.2 Appointment.** The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

[A] **103.3 Deputies.** In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *code official* shall have the authority to appoint a deputy(s). Such employees shall have powers as delegated by the *code official*.

[A] **103.4 Liability.** The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

[A] **103.5 Fees.** The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule.

[JURISDICTION TO INSERT APPROPRIATE SCHEDULE.]

### SECTION 104 DUTIES AND POWERS OF THE CODE OFFICIAL

[A] **104.1 General.** The *code official* is hereby authorized and directed to enforce the provisions of this code. The *code official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

[A] **104.2 Inspections.** The *code official* shall make all of the required inspections, or shall accept reports of inspection by

*approved* agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such *approved* agency or by the responsible individual. The *code official* is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

[A] **104.3 Right of entry.** Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the *code official* has reasonable cause to believe that there exists in a *structure* or upon a *premises* a condition in violation of this code, the *code official* is authorized to enter the structure or *premises* at reasonable times to inspect or perform the duties imposed by this code, provided that if such *structure* or *premises* is occupied the *code official* shall present credentials to the *occupant* and request entry. If such structure or *premises* is unoccupied, the *code official* shall first make a reasonable effort to locate the *owner* or other person having charge or control of the *structure* or *premises* and request entry. If entry is refused, the *code official* shall have recourse to the remedies provided by law to secure entry.

[A] **104.4 Identification.** The *code official* shall carry proper identification when inspecting *structures* or *premises* in the performance of duties under this code.

[A] **104.5 Notices and orders.** The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

[A] **104.6 Department records.** The *code official* shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

### SECTION 105 APPROVAL

[A] **105.1 Modifications.** Whenever there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases upon application of the *owner* or *owner's* representative, provided the *code official* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

[A] **105.2 Alternative materials, methods and equipment.** The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material or method of construction shall be *approved* where the *code official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

[A] **105.3 Required testing.** Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *code official* shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

[A] **105.3.1 Test methods.** Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *code official* shall be permitted to approve appropriate testing procedures performed by an *approved* agency.

[A] **105.3.2 Test reports.** Reports of tests shall be retained by the *code official* for the period required for retention of public records.

[A] **105.4 Used material and equipment.** The use of used materials which meet the requirements of this code for new materials is permitted. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested when necessary, placed in good and proper working condition and *approved* by the *code official*.

[A] **105.5 Approved materials and equipment.** Materials, equipment and devices *approved* by the *code official* shall be constructed and installed in accordance with such approval.

[A] **105.6 Research reports.** Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

## SECTION 106 VIOLATIONS

[A] **106.1 Unlawful acts.** It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

[A] **106.2 Notice of violation.** The *code official* shall serve a notice of violation or order in accordance with Section 107.

[A] **106.3 Prosecution of violation.** Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a *strict liability offense*. If the notice of violation is not complied with, the *code official* shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful *occupancy* of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such *premises* shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

[A] **106.4 Violation penalties.** Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a vio-

lation continues after due notice has been served shall be deemed a separate offense.

[A] **106.5 Abatement of violation.** The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal *occupancy* of a building, structure or *premises*, or to stop an illegal act, conduct, business or utilization of the building, structure or *premises*.

## SECTION 107 NOTICES AND ORDERS

[A] **107.1 Notice to person responsible.** Whenever the *code official* determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 108.3.

[A] **107.2 Form.** Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the *dwelling unit* or structure into compliance with the provisions of this code.
5. Inform the property *owner* of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 106.3.

[A] **107.3 Method of service.** Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

[A] **107.4 Unauthorized tampering.** Signs, tags or seals posted or affixed by the *code official* shall not be mutilated, destroyed or tampered with, or removed without authorization from the *code official*.

[A] **107.5 Penalties.** Penalties for noncompliance with orders and notices shall be as set forth in Section 106.4.

[A] **107.6 Transfer of ownership.** It shall be unlawful for the *owner* of any *dwelling unit* or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such *dwelling unit* or structure to another until the

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provisions of the compliance order or notice of violation have been complied with, or until such *owner* shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the *code official* and shall furnish to the *code official* a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

### SECTION 108 UNSAFE STRUCTURES AND EQUIPMENT

**[A] 108.1 General.** When a structure or equipment is found by the *code official* to be unsafe, or when a structure is found unfit for human *occupancy*, or is found unlawful, such structure shall be *condemned* pursuant to the provisions of this code.

**[A] 108.1.1 Unsafe structures.** An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants* of the structure by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

**[A] 108.1.2 Unsafe equipment.** Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the *premises* or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or *occupants* of the *premises* or structure.

**[A] 108.1.3 Structure unfit for human occupancy.** A structure is unfit for human *occupancy* whenever the *code official* finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation*, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the *occupants* of the structure or to the public.

**[A] 108.1.4 Unlawful structure.** An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

**[A] 108.1.5 Dangerous structure or premises.** For the purpose of this code, any structure or *premises* that has any or all of the conditions or defects described below shall be considered dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the *approved* building or fire code of the jurisdiction as related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, *deterioration*, *neglect*, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become *detached* or dislodged.
4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so *anchored*, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. The building or structure, or part of the building or structure, because of dilapidation, *deterioration*, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
6. The building or structure, or any portion thereof, is clearly unsafe for its use and *occupancy*.
7. The building or structure is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the *approved* building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, *ventilation*, mechanical or plumbing system, or otherwise, is determined by the *code official* to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel con-

nections, mechanical system, plumbing system or other cause, is determined by the *code official* to be a threat to life or health.

11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

**[A] 108.2 Closing of vacant structures.** If the structure is vacant and unfit for human habitation and *occupancy*, and is not in danger of structural collapse, the *code official* is authorized to post a placard of condemnation on the *premises* and order the structure closed up so as not to be an attractive nuisance. Upon failure of the *owner* to close up the *premises* within the time specified in the order, the *code official* shall cause the *premises* to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.

**[A] 108.2.1 Authority to disconnect service utilities.** The *code official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.7 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without approval. The *code official* shall notify the serving utility and, whenever possible, the *owner* and *occupant* of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the *owner* or *occupant* of the building structure or service system shall be notified in writing as soon as practical thereafter.

**[A] 108.3 Notice.** Whenever the *code official* has *condemned* a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the *owner* or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall also be placed on the *condemned* equipment. The notice shall be in the form prescribed in Section 107.2.

**[A] 108.4 Placarding.** Upon failure of the *owner* or person responsible to comply with the notice provisions within the time given, the *code official* shall post on the *premises* or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the *premises*, operating the equipment or removing the placard.

**[A] 108.4.1 Placard removal.** The *code official* shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who

defaces or removes a condemnation placard without the approval of the *code official* shall be subject to the penalties provided by this code.

**[A] 108.5 Prohibited occupancy.** Any occupied structure *condemned* and placarded by the *code official* shall be vacated as ordered by the *code official*. Any person who shall occupy a placarded *premises* or shall operate placarded equipment, and any *owner* or any person responsible for the *premises* who shall let anyone occupy a placarded *premises* or operate placarded equipment shall be liable for the penalties provided by this code.

**[A] 108.6 Abatement methods.** The *owner*, *operator* or *occupant* of a building, *premises* or equipment deemed unsafe by the *code official* shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action.

**[A] 108.7 Record.** The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the *occupancy* of the structure and the nature of the unsafe condition.

## SECTION 109 EMERGENCY MEASURES

**[A] 109.1 Imminent danger.** When, in the opinion of the *code official*, there is *imminent danger* of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building *occupants* or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the *code official* is hereby authorized and empowered to order and require the *occupants* to vacate the *premises* forthwith. The *code official* shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

**[A] 109.2 Temporary safeguards.** Notwithstanding other provisions of this code, whenever, in the opinion of the *code official*, there is *imminent danger* due to an unsafe condition, the *code official* shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the *code official* deems necessary to meet such emergency.

**[A] 109.3 Closing streets.** When necessary for public safety, the *code official* shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, *public ways* and places adjacent to unsafe structures, and prohibit the same from being utilized.

## SCOPE AND ADMINISTRATION

[A] **109.4 Emergency repairs.** For the purposes of this section, the *code official* shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

[A] **109.5 Costs of emergency repairs.** Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the *owner* of the *premises* where the unsafe structure is or was located for the recovery of such costs.

[A] **109.6 Hearing.** Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

## SECTION 110 DEMOLITION

[A] **110.1 General.** The *code official* shall order the *owner* of any *premises* upon which is located any structure, which in the *code official* judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the *owner's* option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the *code official* shall order the *owner* to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless *approved* by the building official.

[A] **110.2 Notices and orders.** All notices and orders shall comply with Section 107.

[A] **110.3 Failure to comply.** If the *owner* of a *premises* fails to comply with a demolition order within the time prescribed, the *code official* shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

[A] **110.4 Salvage materials.** When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials at the highest price obtainable. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

## SECTION 111 MEANS OF APPEAL

[A] **111.1 Application for appeal.** Any person directly affected by a decision of the *code official* or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

[A] **111.2 Membership of board.** The board of appeals shall consist of a minimum of three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The *code official* shall be an ex-officio member but shall have no vote on any matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms.

[A] **111.2.1 Alternate members.** The chief appointing authority shall appoint a minimum of two alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.

[A] **111.2.2 Chairman.** The board shall annually select one of its members to serve as chairman.

[A] **111.2.3 Disqualification of member.** A member shall not hear an appeal in which that member has a personal, professional or financial interest.

[A] **111.2.4 Secretary.** The chief administrative officer shall designate a qualified person to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the chief administrative officer.

[A] **111.2.5 Compensation of members.** Compensation of members shall be determined by law.

[A] **111.3 Notice of meeting.** The board shall meet upon notice from the chairman, within 20 days of the filing of an appeal, or at stated periodic meetings.

[A] **111.4 Open hearing.** All hearings before the board shall be open to the public. The appellant, the appellant's representative, the *code official* and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of a minimum of two-thirds of the board membership.

[A] **111.4.1 Procedure.** The board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

[A] **111.5 Postponed hearing.** When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

[A] **111.6 Board decision.** The board shall modify or reverse the decision of the *code official* only by a concurring vote of a majority of the total number of appointed board members.

[A] **111.6.1 Records and copies.** The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the *code official*.

[A] **111.6.2 Administration.** The *code official* shall take immediate action in accordance with the decision of the board.

[A] **111.7 Court review.** Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

[A] **111.8 Stays of enforcement.** Appeals of notice and orders (other than *Imminent Danger* notices) shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

## SECTION 112 STOP WORK ORDER

[A] **112.1 Authority.** Whenever the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

[A] **112.2 Issuance.** A stop work order shall be in writing and shall be given to the *owner* of the property, to the *owner's* agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

[A] **112.3 Emergencies.** Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

[A] **112.4 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than [AMOUNT] dollars or more than [AMOUNT] dollars.

## CHAPTER 2

# DEFINITIONS

### SECTION 201 GENERAL

**201.1 Scope.** Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

**201.2 Interchangeability.** Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

**201.3 Terms defined in other codes.** Where terms are not defined in this code and are defined in the *International Building Code*, *International Existing Building Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Plumbing Code*, *International Residential Code*, *International Zoning Code* or NFPA 70, such terms shall have the meanings ascribed to them as stated in those codes.

**201.4 Terms not defined.** Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

**201.5 Parts.** Whenever the words “*dwelling unit*,” “*dwelling*,” “*premises*,” “*building*,” “*rooming house*,” “*rooming unit*,” “*housekeeping unit*” or “*story*” are stated in this code, they shall be construed as though they were followed by the words “or any part thereof.”

### SECTION 202 GENERAL DEFINITIONS

**ANCHORED.** Secured in a manner that provides positive connection.

**[A] APPROVED.** *Approved by the code official.*

**BASEMENT.** That portion of a building which is partly or completely below grade.

**BATHROOM.** A room containing plumbing fixtures including a bathtub or shower.

**BEDROOM.** Any room or space used or intended to be used for sleeping purposes in either a dwelling or *sleeping unit*.

**[A] CODE OFFICIAL.** The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

**CONDEMN.** To adjudge unfit for *occupancy*.

**DETACHED.** When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

**DETERIORATION.** To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

**[B] DWELLING UNIT.** A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

**[Z] EASEMENT.** That portion of land or property reserved for present or future use by a person or agency other than the legal fee *owner(s)* of the property. The *easement* shall be permitted to be for use under, on or above a said lot or lots.

**EQUIPMENT SUPPORT.** Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

**EXTERIOR PROPERTY.** The open space on the *premises* and on adjoining property under the control of *owners* or *operators* of such *premises*.

**GARBAGE.** The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

**[B] GUARD.** A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

**[B] HABITABLE SPACE.** Space in a structure for living, sleeping, eating or cooking. *Bathrooms*, *toilet rooms*, closets, halls, storage or utility spaces, and similar areas are not considered *habitable spaces*.

**HOUSEKEEPING UNIT.** A room or group of rooms forming a single *habitable space* equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

**IMMINENT DANGER.** A condition which could cause serious or life-threatening injury or death at any time.

**INFESTATION.** The presence, within or contiguous to, a structure or *premises* of insects, rats, vermin or other pests.

**INOPERABLE MOTOR VEHICLE.** A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

**[A] LABELED.** Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-*labeled* items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

## DEFINITIONS

**LET FOR OCCUPANCY or LET.** To permit, provide or offer possession or *occupancy* of a dwelling, *dwelling unit*, *rooming unit*, building, premise or structure by a person who is or is not the legal *owner* of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

**NEGLECT.** The lack of proper maintenance for a building or *structure*.

**[A] OCCUPANCY.** The purpose for which a building or portion thereof is utilized or occupied.

**OCCUPANT.** Any individual living or sleeping in a building, or having possession of a space within a building.

**OPENABLE AREA.** That part of a window, skylight or door which is available for unobstructed *ventilation* and which opens directly to the outdoors.

**OPERATOR.** Any person who has charge, care or control of a structure or *premises* which is let or offered for *occupancy*.

**[A] OWNER.** Any person, agent, *operator*, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

**PERSON.** An individual, corporation, partnership or any other group acting as a unit.

**PEST ELIMINATION.** The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other *approved pest elimination* methods.

**[A] PREMISES.** A lot, plot or parcel of land, *easement* or *public way*, including any structures thereon.

**[A] PUBLIC WAY.** Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

**ROOMING HOUSE.** A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

**ROOMING UNIT.** Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

**RUBBISH.** Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, *yard* trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

**[B] SLEEPING UNIT.** A room or space in which people sleep, which can also include permanent provisions for liv-

ing, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a *dwelling unit* are not *sleeping units*.

**STRICT LIABILITY OFFENSE.** An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

**[A] STRUCTURE.** That which is built or constructed or a portion thereof.

**TENANT.** A person, corporation, partnership or group, whether or not the legal *owner* of record, occupying a building or portion thereof as a unit.

**TOILET ROOM.** A room containing a water closet or urinal but not a bathtub or shower.

**ULTIMATE DEFORMATION.** The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

**[M] VENTILATION.** The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

**WORKMANLIKE.** Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

**[Z] YARD.** An open space on the same lot with a structure.

## CHAPTER 3

# GENERAL REQUIREMENTS

### SECTION 301 GENERAL

**301.1 Scope.** The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and *exterior property*.

**301.2 Responsibility.** The *owner* of the *premises* shall maintain the structures and *exterior property* in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy *premises* which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. *Occupants* of a *dwelling unit*, *rooming unit* or *housekeeping unit* are responsible for keeping in a clean, sanitary and safe condition that part of the *dwelling unit*, *rooming unit*, *housekeeping unit* or *premises* which they occupy and control.

**301.3 Vacant structures and land.** All vacant structures and *premises* thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

### SECTION 302 EXTERIOR PROPERTY AREAS

**302.1 Sanitation.** All *exterior property* and *premises* shall be maintained in a clean, safe and sanitary condition. The *occupant* shall keep that part of the *exterior property* which such *occupant* occupies or controls in a clean and sanitary condition.

**302.2 Grading and drainage.** All *premises* shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

**Exception:** *Approved* retention areas and reservoirs.

**302.3 Sidewalks and driveways.** All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

**302.4 Weeds.** All *premises* and *exterior property* shall be maintained free from weeds or plant growth in excess of [JURISDICTION TO INSERT HEIGHT IN INCHES]. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the *owner* or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of viola-

tion, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the *owner* or agent responsible for the property.

**302.5 Rodent harborage.** All structures and *exterior property* shall be kept free from rodent harborage and *infestation*. Where rodents are found, they shall be promptly exterminated by *approved* processes which will not be injurious to human health. After pest elimination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

**302.6 Exhaust vents.** Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another *tenant*.

**302.7 Accessory structures.** All accessory structures, including *detached* garages, fences and walls, shall be maintained structurally sound and in good repair.

**302.8 Motor vehicles.** Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any *premises*, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an *approved* spray booth.

**Exception:** A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and *approved* for such purposes.

**302.9 Defacement of property.** No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the *owner* to restore said surface to an *approved* state of maintenance and repair.

### SECTION 303 SWIMMING POOLS, SPAS AND HOT TUBS

**303.1 Swimming pools.** Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

**303.2 Enclosures.** Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is a minimum of 54 inches (1372 mm) above the bottom of the gate,

## GENERAL REQUIREMENTS

the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

**Exception:** Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

### SECTION 304 EXTERIOR STRUCTURE

**304.1 General.** The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

**304.1.1 Unsafe conditions.** The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The *anchorage* of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;
5. Structural members that have evidence of *deterioration* or that are not capable of safely supporting all nominal loads and load effects;
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
7. Exterior walls that are not *anchored* to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of *deterioration*, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;

9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of *deterioration* or fatigue, are not properly *anchored* or are incapable of supporting all nominal loads and resisting all load effects;
10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including *guards* and handrails, are not structurally sound, not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly *anchored*, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

#### Exceptions:

1. When substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

**304.2 Protective treatment.** All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

**[F] 304.3 Premises identification.** Buildings shall have *approved* address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

**304.4 Structural members.** All structural members shall be maintained free from *deterioration*, and shall be capable of safely supporting the imposed dead and live loads.

**304.5 Foundation walls.** All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

**304.6 Exterior walls.** All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent *deterioration*.

**304.7 Roofs and drainage.** The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or *deterioration* in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

**304.8 Decorative features.** All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

**304.9 Overhang extensions.** All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly *anchored* so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

**304.10 Stairways, decks, porches and balconies.** Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

**304.11 Chimneys and towers.** All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

**304.12 Handrails and guards.** Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

**304.13 Window, skylight and door frames.** Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

**304.13.1 Glazing.** All glazing materials shall be maintained free from cracks and holes.

**304.13.2 Openable windows.** Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

**304.14 Insect screens.** During the period from [DATE] to [DATE], every door, window and other outside opening required for *ventilation* of habitable rooms, food preparation

areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with *approved* tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

**Exception:** Screens shall not be required where other *approved* means, such as air curtains or insect repellent fans, are employed.

**304.15 Doors.** All exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

**304.16 Basement hatchways.** Every *basement* hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

**304.17 Guards for basement windows.** Every *basement* window that is openable shall be supplied with rodent shields, storm windows or other *approved* protection against the entry of rodents.

**304.18 Building security.** Doors, windows or hatchways for *dwelling units*, room units or *housekeeping units* shall be provided with devices designed to provide security for the *occupants* and property within.

**304.18.1 Doors.** Doors providing access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

**304.18.2 Windows.** Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a window sash locking device.

**304.18.3 Basement hatchways.** *Basement* hatchways that provide access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

**304.19 Gates.** All exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

## SECTION 305 INTERIOR STRUCTURE

**305.1 General.** The interior of a structure and equipment therein shall be maintained in good repair, structurally sound

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and in a sanitary condition. *Occupants* shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every *owner* of a structure containing a *rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units* or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and *exterior property*.

**305.1.1 Unsafe conditions.** The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Structural members are incapable of supporting nominal loads and load effects;
5. Stairs, landings, balconies and all similar walking surfaces, including *guards* and handrails, are not structurally sound, not properly *anchored* or are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.

### Exceptions:

1. When substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

**305.2 Structural members.** All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

**305.3 Interior surfaces.** All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

**305.4 Stairs and walking surfaces.** Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

**305.5 Handrails and guards.** Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

**305.6 Interior doors.** Every interior door shall fit reasonably well within its frame and shall be capable of being opened

and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

## SECTION 306 COMPONENT SERVICEABILITY

**306.1 General.** The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

**306.1.1 Unsafe conditions.** Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* as required for existing buildings:

1. Soils that have been subjected to any of the following conditions:
  - 1.1. Collapse of footing or foundation system;
  - 1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion;
  - 1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil;
  - 1.4. Inadequate soil as determined by a geotechnical investigation;
  - 1.5. Where the allowable bearing capacity of the soil is in doubt; or
  - 1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.
2. Concrete that has been subjected to any of the following conditions:
  - 2.1. *Deterioration*;
  - 2.2. *Ultimate deformation*;
  - 2.3. Fractures;
  - 2.4. Fissures;
  - 2.5. Spalling;
  - 2.6. Exposed reinforcement; or
  - 2.7. *Detached*, dislodged or failing connections.
3. Aluminum that has been subjected to any of the following conditions:
  - 3.1. *Deterioration*;
  - 3.2. Corrosion;
  - 3.3. Elastic deformation;
  - 3.4. *Ultimate deformation*;
  - 3.5. Stress or strain cracks;
  - 3.6. Joint fatigue; or
  - 3.7. *Detached*, dislodged or failing connections.

4. Masonry that has been subjected to any of the following conditions:
  - 4.1. *Deterioration*;
  - 4.2. *Ultimate deformation*;
  - 4.3. Fractures in masonry or mortar joints;
  - 4.4. Fissures in masonry or mortar joints;
  - 4.5. Spalling;
  - 4.6. Exposed reinforcement; or
  - 4.7. *Detached*, dislodged or failing connections.
5. Steel that has been subjected to any of the following conditions:
  - 5.1. *Deterioration*;
  - 5.2. Elastic deformation;
  - 5.3. *Ultimate deformation*;
  - 5.4. Metal fatigue; or
  - 5.5. *Detached*, dislodged or failing connections.
6. Wood that has been subjected to any of the following conditions:
  - 6.1. *Ultimate deformation*;
  - 6.2. *Deterioration*;
  - 6.3. Damage from insects, rodents and other vermin;
  - 6.4. Fire damage beyond charring;
  - 6.5. Significant splits and checks;
  - 6.6. Horizontal shear cracks;
  - 6.7. Vertical shear cracks;
  - 6.8. Inadequate support;
  - 6.9. *Detached*, dislodged or failing connections; or
  - 6.10. Excessive cutting and notching.

**Exceptions:**

1. When substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

### SECTION 307 HANDRAILS AND GUARDRAILS

**307.1 General.** Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches (762 mm) above the floor or grade below shall have *guards*. Handrails shall not be less than 30 inches (762 mm) in height or more than 42 inches (1067 mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. *Guards* shall not be less than 30 inches (762 mm) in height

above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

**Exception:** *Guards* shall not be required where exempted by the adopted building code.

### SECTION 308 RUBBISH AND GARBAGE

**308.1 Accumulation of rubbish or garbage.** All *exterior property* and *premises*, and the interior of every structure, shall be free from any accumulation of *rubbish* or garbage.

**308.2 Disposal of rubbish.** Every *occupant* of a structure shall dispose of all *rubbish* in a clean and sanitary manner by placing such *rubbish* in *approved* containers.

**308.2.1 Rubbish storage facilities.** The *owner* of every occupied *premises* shall supply *approved* covered containers for *rubbish*, and the *owner* of the *premises* shall be responsible for the removal of *rubbish*.

**308.2.2 Refrigerators.** Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on *premises* without first removing the doors.

**308.3 Disposal of garbage.** Every *occupant* of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an *approved* garbage disposal facility or *approved* garbage containers.

**308.3.1 Garbage facilities.** The *owner* of every dwelling shall supply one of the following: an *approved* mechanical food waste grinder in each *dwelling unit*; an *approved* incinerator unit in the structure available to the *occupants* in each *dwelling unit*; or an *approved* leakproof, covered, outside garbage container.

**308.3.2 Containers.** The *operator* of every establishment producing garbage shall provide, and at all times cause to be utilized, *approved* leakproof containers provided with close-fitting covers for the storage of such materials until removed from the *premises* for disposal.

### SECTION 309 PEST ELIMINATION

**309.1 Infestation.** All structures shall be kept free from insect and rodent *infestation*. All structures in which insects or rodents are found shall be promptly exterminated by *approved* processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent reinfestation.

**309.2 Owner.** The *owner* of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.

**309.3 Single occupant.** The *occupant* of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for pest elimination on the *premises*.

**309.4 Multiple occupancy.** The *owner* of a structure containing two or more *dwelling units*, a multiple *occupancy*, a

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*rooming house* or a nonresidential structure shall be responsible for pest elimination in the public or shared areas of the structure and *exterior property*. If *infestation* is caused by failure of an *occupant* to prevent such *infestation* in the area occupied, the *occupant* and *owner* shall be responsible for pest elimination.

**309.5 Occupant.** The *occupant* of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

**Exception:** Where the *infestations* are caused by defects in the structure, the *owner* shall be responsible for pest elimination.

## CHAPTER 4

# LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

### SECTION 401 GENERAL

**401.1 Scope.** The provisions of this chapter shall govern the minimum conditions and standards for light, *ventilation* and space for occupying a structure.

**401.2 Responsibility.** The *owner* of the structure shall provide and maintain light, *ventilation* and space conditions in compliance with these requirements. A person shall not occupy as *owner-occupant*, or permit another person to occupy, any *premises* that do not comply with the requirements of this chapter.

**401.3 Alternative devices.** In lieu of the means for natural light and *ventilation* herein prescribed, artificial light or mechanical *ventilation* complying with the *International Building Code* shall be permitted.

### SECTION 402 LIGHT

**402.1 Habitable spaces.** Every *habitable space* shall have at least one window of *approved* size facing directly to the outdoors or to a court. The minimum total glazed area for every *habitable space* shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

**Exception:** Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but a minimum of 25 square feet (2.33 m<sup>2</sup>). The exterior glazing area shall be based on the total floor area being served.

**402.2 Common halls and stairways.** Every common hall and stairway in residential occupancies, other than in one- and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 m<sup>2</sup>) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads.

**402.3 Other spaces.** All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe *occupancy* of the space and utilization of the appliances, equipment and fixtures.

### SECTION 403 VENTILATION

**403.1 Habitable spaces.** Every *habitable space* shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area required in Section 402.1.

**Exception:** Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but a minimum of 25 square feet (2.33 m<sup>2</sup>). The *ventilation* openings to the outdoors shall be based on a total floor area being ventilated.

**403.2 Bathrooms and toilet rooms.** Every *bathroom* and *toilet room* shall comply with the *ventilation* requirements for *habitable spaces* as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical *ventilation* system. Air exhausted by a mechanical *ventilation* system from a *bathroom* or *toilet room* shall discharge to the outdoors and shall not be recirculated.

**403.3 Cooking facilities.** Unless *approved* through the certificate of *occupancy*, cooking shall not be permitted in any *rooming unit* or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the *rooming unit* or dormitory unit.

#### Exceptions:

1. Where specifically *approved* in writing by the *code official*.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

**403.4 Process ventilation.** Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust *ventilation* system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

**403.5 Clothes dryer exhaust.** Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the structure in accordance with the manufacturer's instructions.

**Exception:** Listed and *labeled* condensing (ductless) clothes dryers.

### SECTION 404 OCCUPANCY LIMITATIONS

**404.1 Privacy.** *Dwelling units*, hotel units, *housekeeping units*, *rooming units* and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

**404.2 Minimum room widths.** A habitable room, other than a kitchen, shall be a minimum of 7 feet (2134 mm) in any

## LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

plan dimension. Kitchens shall have a minimum clear passageway of 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.

**404.3 Minimum ceiling heights.** *Habitable spaces*, hallways, corridors, laundry areas, *bathrooms*, *toilet rooms* and *habitable basement* areas shall have a minimum clear ceiling height of 7 feet (2134 mm).

### Exceptions:

1. In one- and two-family dwellings, beams or girders spaced a minimum of 4 feet (1219 mm) on center and projecting a maximum of 6 inches (152 mm) below the required ceiling height.
2. *Basement* rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet (2134 mm) over a minimum of one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

**404.4 Bedroom and living room requirements.** Every *bedroom* and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

**404.4.1 Room area.** Every living room shall contain at least 120 square feet (11.2 m<sup>2</sup>) and every bedroom shall contain a minimum of 70 square feet (6.5 m<sup>2</sup>) and every bedroom occupied by more than one person shall contain a minimum of 50 square feet (4.6 m<sup>2</sup>) of floor area for each occupant thereof.

**404.4.2 Access from bedrooms.** *Bedrooms* shall not constitute the only means of access to other *bedrooms* or *habitable spaces* and shall not serve as the only means of egress from other *habitable spaces*.

**Exception:** Units that contain fewer than two *bedrooms*.

**404.4.3 Water closet accessibility.** Every *bedroom* shall have access to at least one water closet and one lavatory without passing through another *bedroom*. Every *bedroom* in a *dwelling unit* shall have access to at least one water closet and lavatory located in the same story as the *bedroom* or an adjacent story.

**404.4.4 Prohibited occupancy.** Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

**404.4.5 Other requirements.** *Bedrooms* shall comply with the applicable provisions of this code including, but not limited to, the light, *ventilation*, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical

receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

**404.5 Overcrowding.** Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.

**TABLE 404.5  
MINIMUM AREA REQUIREMENTS**

SPACE	MINIMUM AREA IN SQUARE FEET		
	1-2 occupants	3-5 occupants	6 or more occupants
Living room <sup>a, b</sup>	120	120	150
Dining room <sup>a, b</sup>	No requirement	80	100
Bedrooms	Shall comply with Section 404.4.1		

For SI: 1 square foot = 0.093 m<sup>2</sup>.

a. See Section 404.5.2 for combined living room/dining room spaces.

b. See Section 404.5.1 for limitations on determining the minimum occupancy area for sleeping purposes.

**404.5.1 Sleeping area.** The minimum occupancy area required by Table 404.5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. All sleeping areas shall comply with Section 404.4.

**404.5.2 Combined spaces.** Combined living room and dining room spaces shall comply with the requirements of Table 404.5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

**404.6 Efficiency unit.** Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than one occupant shall have a minimum clear floor area of 120 square feet (11.2 m<sup>2</sup>). A unit occupied by not more than two *occupants* shall have a minimum clear floor area of 220 square feet (20.4 m<sup>2</sup>). A unit occupied by three *occupants* shall have a minimum clear floor area of 320 square feet (29.7 m<sup>2</sup>). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a minimum clear working space of 30 inches (762 mm) in front. Light and *ventilation* conforming to this code shall be provided.
3. The unit shall be provided with a separate *bathroom* containing a water closet, lavatory and bathtub or shower.
4. The maximum number of *occupants* shall be three.

**404.7 Food preparation.** All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

## CHAPTER 5

# PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

### SECTION 501 GENERAL

**501.1 Scope.** The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

**501.2 Responsibility.** The *owner* of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any structure or *premises* which does not comply with the requirements of this chapter.

### SECTION 502 REQUIRED FACILITIES

**[P] 502.1 Dwelling units.** Every *dwelling unit* shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

**[P] 502.2 Rooming houses.** At least one water closet, lavatory and bathtub or shower shall be supplied for each four *rooming units*.

**[P] 502.3 Hotels.** Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each ten *occupants*.

**[P] 502.4 Employees' facilities.** A minimum of one water closet, one lavatory and one drinking facility shall be available to employees.

**[P] 502.4.1 Drinking facilities.** Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in *toilet rooms* or *bathrooms*.

**[P] 502.5 Public toilet facilities.** Public toilet facilities shall be maintained in a safe sanitary and working condition in accordance with the *International Plumbing Code*. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during *occupancy* of the *premises*.

### SECTION 503 TOILET ROOMS

**[P] 503.1 Privacy.** *Toilet rooms* and *bathrooms* shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking

device shall be provided for all common or shared *bathrooms* and *toilet rooms* in a multiple dwelling.

**[P] 503.2 Location.** *Toilet rooms* and *bathrooms* serving hotel units, *rooming units* or dormitory units or *housekeeping units*, shall have access by traversing a maximum of one flight of stairs and shall have access from a common hall or passageway.

**[P] 503.3 Location of employee toilet facilities.** Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located a maximum of one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

**Exception:** Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

**[P] 503.4 Floor surface.** In other than *dwelling units*, every *toilet room* floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

### SECTION 504 PLUMBING SYSTEMS AND FIXTURES

**[P] 504.1 General.** All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

**[P] 504.2 Fixture clearances.** Plumbing fixtures shall have adequate clearances for usage and cleaning.

**[P] 504.3 Plumbing system hazards.** Where it is found that a plumbing system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, inadequate venting, cross connection, backsiphonage, improper installation, *deterioration* or damage or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

### SECTION 505 WATER SYSTEM

**505.1 General.** Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an *approved* private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied

## PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

with hot or tempered and cold running water in accordance with the *International Plumbing Code*.

**[P] 505.2 Contamination.** The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

**505.3 Supply.** The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

**505.4 Water heating facilities.** Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a minimum temperature of 110°F (43°C). A gas-burning water heater shall not be located in any *bathroom, toilet room, bedroom* or other occupied room normally kept closed, unless adequate combustion air is provided. An *approved* combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

### SECTION 506 SANITARY DRAINAGE SYSTEM

**[P] 506.1 General.** All plumbing fixtures shall be properly connected to either a public sewer system or to an *approved* private sewage disposal system.

**[P] 506.2 Maintenance.** Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

**[P] 506.3 Grease interceptors.** Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. All records of maintenance, cleaning and repairs shall be available for inspection by the code official.

### SECTION 507 STORM DRAINAGE

**[P] 507.1 General.** Drainage of roofs and paved areas, yards and courts, and other open areas on the *premises* shall not be discharged in a manner that creates a public nuisance.

## CHAPTER 6

# MECHANICAL AND ELECTRICAL REQUIREMENTS

### SECTION 601 GENERAL

**601.1 Scope.** The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

**601.2 Responsibility.** The *owner* of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* which does not comply with the requirements of this chapter.

### SECTION 602 HEATING FACILITIES

**602.1 Facilities required.** Heating facilities shall be provided in structures as required by this section.

**602.2 Residential occupancies.** Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms* based on the winter outdoor design temperature for the locality indicated in Appendix D of the *International Plumbing Code*. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating.

**Exception:** In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

**602.3 Heat supply.** Every *owner* and *operator* of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat during the period from [DATE] to [DATE] to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

#### Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.
2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

**602.4 Occupiable work spaces.** Indoor occupiable work spaces shall be supplied with heat during the period from [DATE] to [DATE] to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

#### Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

**602.5 Room temperature measurement.** The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

### SECTION 603 MECHANICAL EQUIPMENT

**603.1 Mechanical appliances.** All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

**603.2 Removal of combustion products.** All fuel-burning equipment and appliances shall be connected to an *approved* chimney or vent.

**Exception:** Fuel-burning equipment and appliances which are *labeled* for unvented operation.

**603.3 Clearances.** All required clearances to combustible materials shall be maintained.

**603.4 Safety controls.** All safety controls for fuel-burning equipment shall be maintained in effective operation.

**603.5 Combustion air.** A supply of air for complete combustion of the fuel and for *ventilation* of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

**603.6 Energy conservation devices.** Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless *labeled* for such purpose and the installation is specifically *approved*.

### SECTION 604 ELECTRICAL FACILITIES

**604.1 Facilities required.** Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

## MECHANICAL AND ELECTRICAL REQUIREMENTS

**604.2 Service.** The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. *Dwelling units* shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.

**604.3 Electrical system hazards.** Where it is found that the electrical system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, *deterioration* or damage, or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

**604.3.1 Abatement of electrical hazards associated with water exposure.** The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

**604.3.1.1 Electrical equipment.** Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the *International Building Code*.

**Exception:** The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

1. Enclosed switches, rated a maximum of 600 volts or less;
2. Busway, rated a maximum of 600 volts;
3. Panelboards, rated a maximum of 600 volts;
4. Switchboards, rated a maximum of 600 volts;
5. Fire pump controllers, rated a maximum of 600 volts;
6. Manual and magnetic motor controllers;
7. Motor control centers;
8. Alternating current high-voltage circuit breakers;
9. Low-voltage power circuit breakers;
10. Protective relays, meters and current transformers;
11. Low- and medium-voltage switchgear;
12. Liquid-filled transformers;
13. Cast-resin transformers;
14. Wire or cable that is suitable for wet locations and whose ends have not been exposed to water;

15. Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water;
16. Luminaires that are listed as submersible;
17. Motors;
18. Electronic control, signaling and communication equipment.

**604.3.2 Abatement of electrical hazards associated with fire exposure.** The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

**604.3.2.1 Electrical equipment.** Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits, that have been exposed to fire, shall be replaced in accordance with the provisions of the *International Building Code*.

**Exception:** Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

## SECTION 605 ELECTRICAL EQUIPMENT

**605.1 Installation.** All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and *approved* manner.

**605.2 Receptacles.** Every *habitable space* in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle with a ground fault circuit interrupter. Every *bathroom* shall contain at least one receptacle. Any new *bathroom* receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

**605.3 Luminaires.** Every public hall, interior stairway, *toilet room*, kitchen, *bathroom*, laundry room, boiler room and furnace room shall contain at least one electric luminaire. Pool and spa luminaires over 15 V shall have ground fault circuit interrupter protection.

**605.4 Wiring.** Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

## SECTION 606 ELEVATORS, ESCALATORS AND DUMBWAITERS

**606.1 General.** Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certificate of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, be available for public inspection in the office of the

building *operator* or be posted in a publicly conspicuous location *approved* by the *code official*. The inspection and tests shall be performed at not less than the periodic intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

**606.2 Elevators.** In buildings equipped with passenger elevators, at least one elevator shall be maintained in operation at all times when the building is occupied.

**Exception:** Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

### **SECTION 607 DUCT SYSTEMS**

**607.1 General.** Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

## CHAPTER 7

# FIRE SAFETY REQUIREMENTS

### SECTION 701 GENERAL

**701.1 Scope.** The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior *premises*, including fire safety facilities and equipment to be provided.

**701.2 Responsibility.** The *owner* of the *premises* shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* that do not comply with the requirements of this chapter.

### SECTION 702 MEANS OF EGRESS

**[F] 702.1 General.** A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the *public way*. Means of egress shall comply with the *International Fire Code*.

**[F] 702.2 Aisles.** The required width of aisles in accordance with the *International Fire Code* shall be unobstructed.

**[F] 702.3 Locked doors.** All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *International Building Code*.

**[F] 702.4 Emergency escape openings.** Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

### SECTION 703 FIRE-RESISTANCE RATINGS

**[F] 703.1 Fire-resistance-rated assemblies.** The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

**[F] 703.2 Opening protectives.** Required opening protectives shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

### SECTION 704 FIRE PROTECTION SYSTEMS

**[F] 704.1 General.** All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the *International Fire Code*.

**[F] 704.1.1 Automatic sprinkler systems.** Inspection, testing and maintenance of automatic sprinkler systems shall be in accordance with NFPA 25.

**[F] 704.2 Smoke alarms.** Single- or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and in dwellings not regulated in Group R occupancies, regardless of *occupant* load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of *bedrooms*.
2. In each room used for sleeping purposes.
3. In each story within a *dwelling unit*, including *basements* and cellars but not including crawl spaces and uninhabitable attics. In dwellings or *dwelling units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

Single- or multiple-station smoke alarms shall be installed in other groups in accordance with the *International Fire Code*.

**[F] 704.3 Power source.** In Group R occupancies and in dwellings not regulated as Group R occupancies, single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

**Exception:** Smoke alarms are permitted to be solely battery operated in buildings where no construction is taking place, buildings that are not served from a commercial power source and in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or *basement* available which could provide access for building wiring without the removal of interior finishes.

**[F] 704.4 Interconnection.** Where more than one smoke alarm is required to be installed within an individual *dwelling unit* in Group R-2, R-3, R-4 and in dwellings not regulated as Group R occupancies, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm

## FIRE SAFETY REQUIREMENTS

shall be clearly audible in all *bedrooms* over background noise levels with all intervening doors closed.

### Exceptions:

1. Interconnection is not required in buildings which are not undergoing alterations, repairs or construction of any kind.
2. Smoke alarms in existing areas are not required to be interconnected where alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or *basement* available which could provide access for interconnection without the removal of interior finishes.

ORDINANCE NO 2012-M-\_\_

PRESENTED AND PASSED BY THE  
CITY COUNCIL ON

AN ORDINANCE AMENDING CHAPTER 15.40 “PROPERTY  
MAINTENANCE CODE” OF THE ST. CHARLES MUNICIPAL CODE  
(Adoption of International Property Maintenance Code ~~2000~~ 2012)

**Whereas**, not less than three copies of the ~~2000~~ 2012 International Property Maintenance Code, published ~~November 1999~~ April 2011 by International Code Council, Inc., 5203 Leesburg Pike, Suite 708, Falls Church, Virginia 22041-3401 have been and are on file in the Office of the Clerk of the City of St. Charles, Illinois for more than thirty (30) days prior to the passage and approval of this Ordinance; and

**Whereas**, the City Council finds it to be in the interest of City of St. Charles to periodically update codes regulating the maintenance of land, buildings and structures.

**Now, therefore, be it ordained** by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois as follows:

**Section 1:** That Title 15, “Building and Construction”, Chapter 15.40 “Property Maintenance Code” of the St. Charles Municipal Code be and is hereby amended by deleting Section 15.40.010 and by substituting the following therefor:

“15.40.010 Property Maintenance Code – regulations adopted and modified.”

The provisions of the ~~2000~~ 2012 Edition of the International Property Maintenance Code, published by the International Code Council, Inc., 5203 Leesburg Pike, Suite 708, Falls Church, Virginia 22041-3401, are hereby adopted by reference, with the following amendments thereto:

A. Section 102.3. Delete in its entirety and substitute the following therefor:

“**102.3 Application of other codes.** Repairs, additions, or alternations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of Title 15 ‘Buildings and Construction’ of the St. Charles Municipal Code.”

~~B — Section 107.5 107.6. Delete in its entirety and substitute the following therefor:~~

~~“107.5. 107.6 Transfer of ownership. It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee, or lessee a true copy of any compliance order or notice of violation issued by the code official.”~~

(This section has been addressed in the base code.)

- B. Sections 111.1 through 111.7: Delete in their entirety and substitute the following therefor:

**“111.1 Application for Appeal.** Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Building Board of Review or the Zoning Board of Appeals ~~Board of Zoning Appeals~~, provided that a written application for appeal is filed with the ~~Building and Zoning Commissioner~~ Building Official within 20 days after the day the decision, order or notice was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means, or that the strict application of any requirement of this code would cause an undue hardship.”

- ~~C — Section 111.8: Delete in its entirety and substitute the following therefor:~~

~~“111.2 Stays of enforcement. Appeals of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the Board of Zoning Appeals.”~~

- C. Section 302.4: Insert as follows:

“302.4 Weeds.

All premises and exterior property shall be maintained free from weeds or plant growth in excess of 8-inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.”

D. Section 302.8: Delete in its entirety and substitute the following therefor:

**“302.8 Motor Vehicles.**

1. Except as provided for in Title 17 of the St. Charles Municipal Code, any type of motor vehicle that (a) does not have a current state registration, or does not display a current state license plate with valid registration sticker affixed; or (b) a motor vehicle on which the engine, wheels or other parts have been altered, damaged or otherwise so treated that the vehicle is incapable of being driven shall not be parked, kept or stored outside of an enclosed building or structure on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair or in the process of being stripped or dismantled, outside an enclosed building or structure.
2. A collector may store unlicensed, operable or inoperable vehicles on the collector’s property provided the vehicles and the outdoor storage area are maintained in such a manner that they do not constitute a health hazard and are screened from ordinary public view by means of a fence or other appropriate means.
  - a. “Collector” means the owner of one or more special interest vehicles for the collector’s own use in order to restore, preserve, and maintain a special interest vehicle and historic interest.
  - b. “Special Interest Vehicle” means a motor vehicle of any age, which has not been altered or modified from original manufacturer specifications and, because of its historic interest, is being preserved by hobbyists.”

E — ~~Section 303.6. Delete in its entirety and substitute the following therefor:~~

~~“303.6. Exterior Walls. Every exterior wall shall be free of holes, breaks, loose or rotting boards or timbers and any other conditions which might admit rain or dampness to the interior portions of the walls or occupied spaces of the buildings. All exterior surface material must be painted or treated in a manner normally acceptable for that material so that weather will not cause unreasonable deterioration and all siding material must be kept in repair.”~~

F — ~~Section 303.7. Delete in its entirety and substitute the following therefor:~~

~~“303.7 Roofs and drainage. The roof and flashing shall be sound, tight, and not have defects which might admit rain. Roof drainage shall be adequate to prevent rain water from causing dampness in the walls or interior portion of the building. Where provided, gutters and downspouts shall be safely secured, free from holes and defects, and maintained in good repair. Roof water shall not be discharged in a manner that creates a public nuisance.”~~

(Sections 303.6 and 303.7 have been addressed in the base code.)

E. Section ~~303.14~~ 304.14. Delete in its entirety and substitute the following therefor:

~~“303.14~~ 304.14 **Insect screens.** During the period from April 1<sup>st</sup> to October 31<sup>st</sup>, every door, window and other outside opening utilized or required for ventilation purposes serving any structure containing habitable rooms, food preparation areas, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged, or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch and every swinging door shall have a self closing device in good working condition.

**Exception:** Screen doors shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.”

F. Section ~~305.3.1~~ 308.3.1. Delete in its entirety and substitute the following therefor:

~~“305.3.1~~ **308.3.1. Garbage facilities.** The owner of every dwelling shall supply one of the following: an approved mechanical food waste grinder in each dwelling unit, or a leakproof, covered outside garbage container.

**Exception:** In residential buildings containing three (3) or less dwelling units, each occupant shall be responsible for providing any covered outside garbage containers.”

G. Add a Section 404.8

**“404.8 Basement rooms.** Basement areas partially below grade used for living purposes shall meet the following requirements:

1. Floors and walls shall be watertight and insulated so as to prevent entry of moisture.
2. Total window area, total openable area, and ceiling height shall be in accordance with the St. Charles Municipal Code Section 15.04.010 (Building code) and 15.04.020 (Residential code).
3. The required window area of the habitable area shall be entirely above the grade of the ground adjoining such window area except that openable windows which open into a window well extending to the outside finished grade are acceptable.”

~~F. Add a Section 404.9 as follows:~~

~~“404.9 Correctional and Institutional Learning. Except where preempted by State or Federal legislation or regulations, this code shall regulate the space requirements of correctional institutions and institutions of higher learning.”~~

~~(This is being deleted based on current law and scope of this code.)~~

H. Section 503.1. Delete in its entirety and substitute the following therefor:

**“503.1 Privacy.** Toilet rooms and bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. Toilet rooms and bathrooms shall be designed and arranged to provide privacy by means of a door and latch.”

I. Section 602.3. Delete in its entirety and substitute the following therefor:

**“602.3 Heat supply.** Every owner and operator of any building who rents, leases, or lets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply sufficient heat during the period from

October 1<sup>st</sup> to April 1<sup>st</sup> to maintain a room temperature of not less than 65 degrees F. (18 degrees C) during the hours between 6:30 a.m. and 10:30 p.m. of each day and not less than 60 degrees F. (16 degrees C.) during other hours.”

J. Section 602.4. Delete in its entirety and substitute the following therefor:

“~~602.4 Non-residential structures.~~ **Occupiable Work Space.** Every enclosed occupied work space shall be supplied with sufficient heat during the period from October 1<sup>st</sup> to April 1<sup>st</sup> to maintain a temperature of not less than 65 degrees F. (18 degrees C.) during all working hours.

**Exceptions:**

1. Processing, storage, and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.”

K. Section 704: Delete Sections 704.1, 704.2 and 704.3 in their entirety.

**Section 2.** That after the adoption and approval hereof this Ordinance shall (a) be printed or published in book or pamphlet form, published by the authority of the City Council, or (b) within thirty (30) days after the adoption and approval hereof, be published in a newspaper in and with a general circulation within the City of St. Charles.

**PRESENTED** to the City Council of the City of St. Charles, Illinois this \_ day of \_\_\_\_\_, 2012.

**PASSED** by the City Council of the City of St. Charles, Illinois the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**APPROVED** by the Mayor of the City of St. Charles, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Ordinance No. 2012-M-\_\_\_\_\_  
Page 7

Approved as to form:

\_\_\_\_\_  
City Attorney

Date:\_\_\_\_\_

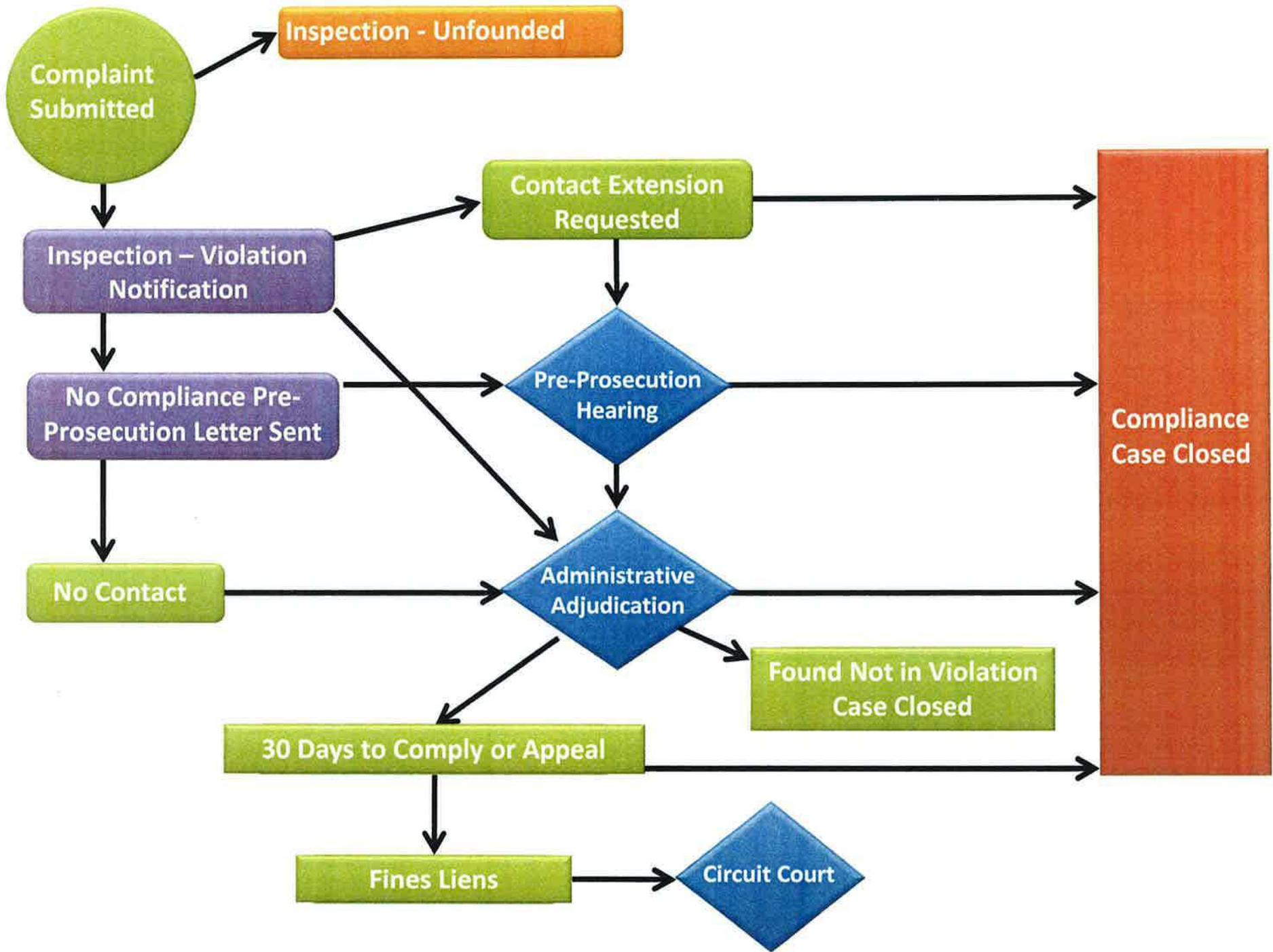
Council Vote:

Ayes:\_\_\_\_\_

Nays:\_\_\_\_\_

Abstain:\_\_\_\_\_

Absent:\_\_\_\_\_





## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommend Approval of a Comprehensive Update to Title 16 of the City Code (Subdivisions and Land Improvement)
Presenter:	Matthew O'Rourke, Planner

*Please check appropriate box:*

	Government Operations		Government Services
X	Planning & Development – (6/11/12)		City Council
Public	Hearing		

Estimated Cost:	N/A	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

Over the course of the last year, the Community Development Staff has been working on a complete overhaul of Title 16 (Subdivisions and Land Development) of City Code.

Staff presented an overview of the proposed amendments to Title 16 at the April 9, 2012 Planning and Development Committee meeting.

Since April, Staff has been working with Legal Counsel to ensure that the proposed amendment is consistent with best practices and the State of Illinois Compiled Statutes. Legal Counsel has completed a review of the document and their comments have been incorporated into the proposed amendment. Staff is now presenting a complete draft of the proposed comprehensive update to Title 16 for a recommendation.

**Plan Commission Review**

The Plan Commission reviewed the proposed update at the May 22, 2012 meeting and recommended approval of the amendments.

The vote was unanimous 6-AYE to 0-NAY.

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

Staff Memo dated 6-1-12  
 Complete Draft of Title 16 Subdivisions and Land Improvement  
 Complete Draft of Chapter 12.30 Street Improvements

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

Recommend approval of the comprehensive update to Title 16.

<i>For office use only:</i>	<i>Agenda Item Number: 4a</i>
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Community Development  
Planning Division

Phone: (630) 377-4443

Fax: (630) 377-4062



ST. CHARLES  
SINCE 1834

**Staff Report**

**To:** Chairman Cliff Carrigan  
And Members of the Planning & Development Committee

**From:** Matthew O'Rourke, Planner

**Re:** Title 16 Subdivisions and Land Development Ordinance Update

**DATE:** June 1, 2012

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**I. PURPOSE**

Over the course of the last year, the Community Development Staff has been working on a complete overhaul of Title 16 (Subdivisions and Land Development) of the City's Code of Ordinances. This memo will explain the rationale for the update and serve to highlight all significant policy and process changes.

**II. BACKGROUND**

A. WHAT IS TITLE 16?

The primary purpose of Title 16 is to ensure that all division, assemblage, and development of land is consistent with the goals established by the City Council in the Comprehensive Plan and complies with all relevant City development standards.

The regulations of Title 16 fall into the following general categories:

- Procedures for the review and approval of subdivisions by Staff, the Plan Commission and City Council.
- Plans and studies required as part of the land development approval process.
- Standards for public infrastructure such as; right-of-way width, street/block length, location of water and sewer pipes, easements.
- Dedications of land for public purposes (school and park sites).

## B. REASONS FOR THE UPDATE

The primary reasons for the proposed update are as follows:

- The current title was originally adopted in 1963. Over the last 50-years sections of the title were amended to account for new technologies and development trends. However, these updates were somewhat sporadic and resulted in a disjointed ordinance. One example is the fact that a variance request process is located in no less than five locations.
- The current title is geared towards a community whose primary development is in greenfield locations. However, there is not an abundance of greenfield sites left in the City's planning area and in recent years the City has seen an increase in redevelopment proposals. Redevelopment proposals are generally more complex and require more detailed standards and specifications.
- Adoption of the Engineering Specification and Inspection Manual in 2011 as an official City Policy.
  - This document created an updated and consolidated location for all engineering design and inspection guidelines for use by residents, developers, and staff.
- Removal of conflicting requirements located within various City Ordinances.

## III. **SUBDIVISION & LAND DEVELOPMENT APPROVAL PROCESS**

The following is a brief description of the current subdivision and land development process as set forth in Title 16 for informational and comparative purposes.

### A. CONCEPT PLAN

The applicant can submit a Concept Plan Application. This plan is very conceptual and does not show much detail. The review process allows the Applicant to receive feedback on the viability of a proposed development from Staff, the Plan Commission, and Planning & Development Committee before investing significant time and money in detailed plans.

### B. PRELIMINARY PLAN

After the Concept Plan, if one was submitted, the applicant will submit a Preliminary Plat and Preliminary Engineering Plans. The purpose of a Preliminary Plat/Plan is for the applicant to receive approval for the subdivision/development layout, conformance to Title 17 (Zoning Ordinance), location of utilities, locations of easements, etc. Once the plans are reviewed by Staff they are forwarded to the Plan Commission and Planning & Development Committee for a recommendation, and are then formally approved by the City Council.

### C. FINAL PLAN ENGINEERING

Once the Preliminary Plans are approved, the applicant will submit a Final Plat and Final Engineering Plan to Staff. The purpose of these plans is to finalize the technical details associated with the approved preliminary plans such as, the type of curbs to be utilized and fire hydrant location. These plans are reviewed by Staff. The Final Plat of Subdivision is forwarded to the Plan Commission and Planning & Development Committee for a recommendation and then it is formally approved by the City Council. The Final Engineering Plans are approved administratively by Staff only.

#### D. FINANCIAL GUARANTEE & LAND IMPROVEMENT AGREEMENT

After the Final Plat and/or the Final Engineering are approved by Staff, the applicant submits a financial guarantee for the completion of all public land improvements. This ensures that the City has access to funding to complete the necessary land improvements if the developer cannot. As part of this guarantee, the applicant will sign a Land Improvement Agreement that commits them to completing all the improvements shown on the approved plans.

### IV. SIGNIFICANT MODIFICATIONS TO TITLE 16

The entire Title has been reorganized and certain chapters of the existing ordinance have been completely removed due to repetitiveness or obsolescence.

The following outline describes the substantial modifications that are incorporated into the Title 16 rewrite.

#### A. CHAPTER 16.02 GENERAL PROVISIONS (FORMER CHAPTER 16.04)

This chapter states the purpose of Title 16 and the formal reasons for regulating the development of land in St. Charles. The significant updates are as follows:

- Section 16.02.010 has been rewritten to include specific purpose statements.
- Added Comprehensive Plan Sections from former Chapter 16.40.

#### B. PROCESS CHAPTER 16.04 (FORMER CHAPTER 16.12)

Chapter 16.04 clearly identifies and states what processes are required in order for an applicant to subdivide or develop land in St. Charles. This chapter has been organized by the type of application being filed. The significant changes to these processes from the previous Title 16 are as follows:

- **Created Section 16.04.020.B.2 Combined Preliminary-Final Review Process.** This is a process that Staff has informally implemented in the past, where Final Engineering Plans and Final Plats are reviewed at the same time as Preliminary Plan documents. Staff wanted to codify this process and create clear guidance to applicants as to what plans and supplemental documents are required for a combined plan review.
- **Created Section 16.04.020.B.3 Minor Subdivision Process.** This process has been created to accommodate small land divisions that do not incorporate any extension of public utilities or roads. This process states that the applicant is only required to submit a Final Plat of Subdivision, and will not be required to submit a Preliminary Plat or engineering plans.
- Elimination of the Plan Commission review/recommendation of the Final Plat when the City Council has already approved a Preliminary Plat of Subdivision, and there are no substantive changes between the two documents.
- A letter of credit template is also being placed in the appendices for the first time. With this template is a new provision that accounts for cost increases for materials and other expenses to adjust for inflation.

- Variation language is now located only in this chapter, it was listed in the previous chapters 16.12, 16.28, and 16.44. The language has been reworked to list specific conditions in which applicants can request variances, as opposed to being able to request a variance for anything in the entire Title an example is the approval process itself.
- Fee Schedule has been relocated to the appendices.

C. CHAPTER 16.06 PLAN SUBMITTAL REQUIREMENTS

This chapter clearly identifies what plans, studies, and supplemental materials are required at the time of an application submittal. The following is a list of the changes:

- This chapter is a consolidation of portions of the former Chapters 16.16, 16.20, and 16.24.
- This chapter now strictly speaks to plan submittal requirements associated with the various types of plans (The current Title 16 has plan submittal requirements mixed with design specifications relative to the plan being submitted). Staff felt it would be less confusing to have all plan submittal requirements listed in one chapter.
- The state statute requires that each subdivision place two permanent monuments to identify the corners of all new subdivisions. These monuments serve as known markers to ensure that lot lines are placed in the appropriate location. This amendment will require upgraded monuments that contain more detailed position information. This information will assist the City in maintaining an accurate Geographic Informational Systems database. This amendment will also fulfill an item identified as part of the St. Charles Sustainability Initiative. This item establishes greater enforcement regarding the placement of these monuments. This amendment will provide clear direction to developers regarding when and how these monuments are placed.
- Traffic and Utility Studies are now required for land development projects unless it is determined by Staff or a licensed engineer that such a study is not warranted.
- Detailed checklists have been located in the Appendices.

D. CHAPTER 16.08 SUBDIVISION DESIGN STANDARDS AND SPECIFICATIONS (FORMER CHAPTER 16.44)

This chapter identifies the minimum standards for the layout and design of new subdivisions, redevelopment, and other projects that incorporate land development. The following list describes the primary differences between the current Title 16 and the draft Title 16:

- Due to creation of the Engineering Design and Inspection Policy Manual the majority of design specifications have been removed as they are repetitive with that manual. Additionally, the requirements in the policy manual have been more recently updated.
- Any remaining layout or design standards not represented in the Engineering Design and Inspection Policy Manual have been incorporated into this chapter. This includes standards that used to be listed in Chapters 16.16, 16.20, and 16.24.
- Only general requirements are included that pertain to the layout and design of a proposed subdivision.

E. CHAPTER 16.10 DEDICATIONS (FORMER CHAPTER 16.32)

Chapter 16.10 deals with land dedications required as part of residential development projects. Typically, when a development is proposed that includes residential units, the developer is required to reserve a portion of the development for schools and parks. There are also provisions for the applicant to pay a fee-in-lieu to the school and park districts instead of providing physical land. This chapter was modified significantly in 2008; therefore, Staff has not changed the language of this Chapter with the exception of the Chapter number and the numbering/identification of chapter headings and sections.

F. CHAPTER 16.12 RULES AND DEFINITIONS (FORMER CHAPTER 16.08)

Chapter 16.12 clearly defines all terms used within Title 16. The following list describes the significant changes with respect to this update:

- Relocated to end of Title. (consistent with Zoning Ordinance)
- Chapter has been updated to reflect current definitions and practices of the City.

G. APPENDICES

The appendices list the application fees, standard language for Plat of Subdivision title blocks, financial guarantee templates, checklist for plans, etc.

I. AMENDMENTS TO TITLE 12.30 STREET IMPROVEMENTS

While undertaking the Title 16 update, Staff noticed that a majority of the standards listed **Chapter 16.08 Subdivision Design Standards and Specifications** are also listed in **Chapter 12.30 Street Improvements of Title 12 Street, Sidewalks, Public Spaces, and Special Events**. In some instances not only were the standards repeated, but they were not consistent. Furthermore, many of these standards are now incorporated into the Engineering Design and Inspection Manual.

In order to eliminate repeated or conflicting code requirements, Staff is proposing that all design standards related to streets be listed in **Chapter 12.30 Street Improvements** or the **Engineering Specification and Inspection Manual**. Title 16 will contain all general requirements that are applicable to new subdivisions and land development such as block length and easement requirements.

J. AMENDMENTS TO TITLE 15 BUILDINGS AND CONSTRUCTION & TITLE 18 STORMWATER MANAGEMENT

Staff has become aware of situations in which building or stormwater permits require Final Engineering Plans and/or a Financial Guarantees for public improvements that are not associated with a new Final Plat of Subdivision. In the previous draft, Staff had incorporated language that required applicants to conform to the relevant plan submittal requirements of Title 16, even if they were not subdividing the property and only submitting a building and/or stormwater permit.

Legal Counsel has advised Staff that if there is no proposed subdivision, the requirements of Title 16 are not applicable and that any requirements relating to building and stormwater

permits should be removed from Title 16. However, all requirements regarding Final Engineering Plans and/or Financial Guarantees are established in **Title 16 Subdivisions and Land Improvement**.

Therefore, Staff is proposing amendments to **Title 15 Buildings and Construction** and **Title 18 Stormwater Management** to create the appropriate references to the applicable requirements of Title 16. This will ensure that any necessary plans and/or Financial Guarantees, with relation to building or stormwater permits, are consistent with the requirements established in Title 16.

## V. **ENGINEERING CONSULTANT & LEGAL COUNSEL REVIEW**

### E. REVIEW BY WBK ENGINEERING CONSULTANTS

Staff has had the proposed draft ordinance reviewed by the engineering firm of WBK to ensure that this update is consistent with current trends and best practices. WBK provided Staff with valuable input and found the update to be generally in conformance with the current best practices of other communities in the Chicago region.

### F. LEGAL COUNSEL REVIEW

Staff has sent the complete update for Legal Counsel Review. Legal Counsel has provided Staff with their comments and those comments have been incorporated into the draft ordinance attached to this memo.

## VI. **PLAN COMMISSION REVIEW**

The Plan Commission reviewed the complete draft of the proposed update to Title 16 at the 5-22-12 Plan Commission Meeting.

The Plan Commission recommended approval the proposed amendments. The vote was unanimous 6-AYE to 0-NAY.

## VII. **RECOMMENDED ACTION**

Recommend approval of the Amendments to **Title 16 Subdivisions and Land Development**, to **Chapter 12.30 Street Improvements**, **Title 15 Buildings and Construction**, and **Title 18 Stormwater Management** subject to minor text revisions before final City Council consideration.

## VIII. **ATTACHMENTS**

- Complete Draft of Title 16 Subdivisions and Land Improvement.
- Complete Draft of Chapter 12.30 Street Improvements.

**GENERAL PROVISIONS**

**Sections**

<b>16.02.010</b>	<b>Purpose</b>
<b>16.02.020</b>	<b>Validity</b>
<b>16.02.030</b>	<b>Comprehensive Plan</b>

**16.02.010 Purpose**

The purpose of this Title and subsequent regulations is as follows:

- A. To provide one of several means for carrying out the intent of the comprehensive plan, thus helping to insure sound, harmonious subdivision development and community growth, and to safeguard the interest of the homeowner, the Subdivider, the investor and the City.
- B. To provide permanent assets to the City.
- C. To prevent scattered development beyond existing public utilities and prevent excessive development costs.
- D. To assure the development of land for optimum use with the highest possible standards of design and necessary protection against deterioration and obsolescence.
- E. To assure the orderly development of all land within the City
- F. To limit and control the pollution of the environment that can be caused by inadequate or incomplete urban development.
- G. To provide common grounds of understanding and a sound working relationship between the City and the Subdivider.
- H. To lessen congestion in the streets and highways.
- I. To provide for adequate light and air.
- J. To facilitate adequate provisions for transportation, water, storm water management, sewerage, schools, and other public necessities.
- K. To ensure proper legal description and proper monumenting of subdivided land.
- L. To coordinate new subdivision design with the design of the City as a whole.

**16.02.020 Validity**

No plat of any subdivision shall be entitled to record in the recorder's office, or have any validity, until it has been approved in the manner prescribed in this Title. (Ord. 1963-21 § 11: Prior code § 11.011.)

**16.02.030 Comprehensive Plan**

**A. Adopted**

An official comprehensive plan dated May 6, 1996 has been adopted by the City, pursuant to the powers granted by the Illinois Municipal Code, and shall be known as "the comprehensive plan of the City of St. Charles, Illinois." The comprehensive plan may be amended from time to time, pursuant to 65 ILCS 5/11-12-7.

**B. Copies Available upon Payment of Fee**

Copies of said official comprehensive plan, all ordinances implementing said plan, including any official map that may hereafter be adopted shall be made available to all interested parties upon payment of such sum as the corporate authorities shall determine to be adequate to reimburse the general fund of the City of the cost of printing and distributing same.

## Chapter 16.04

### PROCEDURES

#### Sections

<b>16.04.010</b>	<b>Applicability</b>
<b>16.04.020</b>	<b>General Procedures for Applications</b>
<b>16.04.030</b>	<b>Variances</b>
<b>16.04.040</b>	<b>Special Subdivision Procedures</b>
<b>16.04.050</b>	<b>Pre-Application Meeting</b>
<b>16.04.060</b>	<b>Concept Plan</b>
<b>16.04.070</b>	<b>Preliminary Plat of Subdivision</b>
<b>16.04.080</b>	<b>Final Plat of Subdivision</b>
<b>16.04.090</b>	<b>Approval of Final Engineering Plans</b>
<b>16.04.100</b>	<b>Guarantee for Completion of Land Improvements</b>
<b>16.04.110</b>	<b>Timing of Land Improvements</b>
<b>16.04.120</b>	<b>Acceptance of Land Improvements</b>
<b>16.04.130</b>	<b>Release of Guarantee for Completion</b>

#### **16.04.010 Applicability**

The provisions hereof shall be applicable to all subdivisions in the City of St. Charles and within all unincorporated areas lying within one and one-half miles of the corporate limits of the City of St. Charles, to the extent permitted by law.

#### **16.04.020 General Procedures for Subdivisions Applications**

##### **A. Who is Authorized to Apply**

The record owner of the subject property, or a lessee, agent or contract purchaser with specific written authorization from the record owner, may file an application for approval of a Concept Plan, Preliminary Plat of Subdivision, or Final Plat of Subdivision.

##### **B. Filing of Applications**

Applications shall be submitted on forms provided by the City and shall be filed as the instructions provide. Applications shall include the information and plans specified in Chapter 16.06, "Plan Submittal Requirements". Additional information may be required by the Director of Community Development or Designee.

##### **C. Payment by Subdivider**

The Subdivider shall pay all filing, review and inspection fees and shall execute a reimbursement of fees agreement, providing for reimbursement to the City for staff time and the direct costs of engineering and other consultants, City Attorney's review, and other direct costs, in accordance with the schedule of fees as established herein. Fees and reimbursements shall be paid regardless of whether the application or petition filed is approved, disapproved or withdrawn.

##### **1. Filing Fees**

- a. All filing fees shall be paid at the time of application submittal.
- b. Filing Fees are intended to cover the cost of providing information to the public about an application, distributing plans to City departments and other agencies, preparing agendas packets and minutes for the Plan Commission, City Council, and other applicable review bodies, and other administrative tasks.

- c. The Subdivider shall pay the full filing fee for each category of petition or plan submitted as set forth in Appendix A. The filing fees shall be in addition to fees payable under any other provision of the St. Charles Municipal Code, as amended.
- 2. Reimbursement of Costs and Fees; Deposit Required
  - a. In addition to the filing fees provided for herein, each Subdivider shall enter into a reimbursement of fees agreement with the City. The reimbursement of fees agreement shall encompass all applications or petitions pending with the City. The reimbursement of fees agreement shall be in the form specified in Appendix B of Title 17 of the St. Charles Municipal Code.
  - b. At the time the Subdivider submits an application or Petition to the City requesting action from the City, he shall deposit the amounts specified in Appendix B with the City to collateralize his obligation for reimbursement of costs for City staff review, outside consultant services, and miscellaneous expenses, as described herein.
  - c. A Subdivider who withdraws his petition or application may apply in writing to the Director of Community Development for a refund of his initial deposit. The City Administrator may, at his sole discretion, approve such refund less any actual fees and costs which the City has already paid or incurred relative to the petition or application.
- 3. Reimbursement for City Staff Review of Petitions and Applications
 

The Subdivider shall reimburse the City for the cost per productive work hour for the time spent by each City staff member to participate in meetings, visit the site, review plans, prepare reports, conduct inspections and participate in any other activity pertaining to review of the petition or application.
- 4. Reimbursement for Outside Consultant Services
 

The Subdivider shall reimburse the City for the cost of the following:

  - a. Fees for landscape architect's review and consultation in connection with review of the petition or application, and inspection of construction, including meetings and associated tasks.
  - b. Fees for engineering studies (i.e. traffic, utility, etc.) performed by a Licensed Professional Engineer and approved by the Director of Community Development or designee, when such study and analysis is requested by the City.
  - c. Fees for City Attorney's review and negotiations in connection with the petition or application.
  - d. Fees for Licensed Professional Engineer's review of plans and documents, including meetings and associated tasks.
  - e. Fees for planning consultant's review and consultation in connection with review of the petition or application, including meetings and associated tasks.
  - f. Fees for other professional consultants as may be necessary to review and evaluate the proposed applications, plans and documents.
- 5. Reimbursement for Miscellaneous Expenses
 

The Applicant shall reimburse the City for miscellaneous costs incurred relative to any application or petition including, but not limited to:

  - a. Publication of legal notices.
  - b. Court reporter and transcript fees.
  - c. Mailing (postage) costs.
  - d. Recording fees.
- 6. Reimbursement for Engineering Inspection of Construction
 

The cost of any inspection of any Land Improvement shall be paid by the Subdivider to the City. The Applicant shall reimburse the City for the cost per work hour of the all City staff members or consultants involved in land improvement construction, inspections, plan review, studies, meetings, change order, pay requests, utility coordination, third

party permit compliance coordination, and associated tasks relative to inspection of construction of land improvements. Additionally, an administrative processing fee of fifty (\$50) dollars must be paid prior to scheduling of any reinspection and all future inspections of a previously failed inspection. The testing of concrete, asphalt, soil, or other materials, and/or workmanship shall be done at the direction of the City, and at the expense of the Subdivider.

7. Exemption for Governmental Agencies

Notwithstanding anything to the contrary in this Section 16.04.020, any unit of federal, state, or local government that files a petition or application pursuant to this Title shall only be responsible for reimbursing the City for outside consultant services and miscellaneous expenses, as described above.

D. **Completeness**

The Director of Community Development, or designee, shall determine whether all submitted applications are complete and the required fees have been paid in accordance with Appendix A, and shall notify the Applicant of any deficiencies. The City is under no obligation to conduct a full application review or to place the application on a public meeting agenda until all required submittal items, including filing fees, have been received. Once an application is deemed complete, the application shall be reviewed and scheduled for consideration by the appropriate staff and review bodies.

E. **Withdrawal of Application**

An Applicant shall have the right to withdraw an application at any time prior to the decision on the application by a City Official, City Council, Commission or Board. Such withdrawal shall be in writing. There will be no refund of fees unless the withdrawal is made prior to the time the City has determined the application is complete and prior to scheduling of public meetings and/or commencement of formal review of the application.

F. **Successive Applications**

Within one (1) year of the date of denial of an application, a subsequent application for the same property that makes the same request shall not be reviewed or heard unless there is substantial new evidence available, the restriction that prevented its approval has been amended, or if a significant mistake of law or fact affected the prior denial. Such subsequent application shall include a detailed statement of the grounds justifying its consideration. The Director of Community Development shall make a determination as to whether the subsequent application is making essentially the same request. If the Director of Community Development finds that there are no grounds for consideration of the subsequent application, he/she shall summarily, and without hearing, deny the request.

### 16.04.030 Variances

The Plan Commission may recommend and the City Council may approve variances from the requirements of Chapter 16.08, "Subdivision Standards and Specifications" when the Plan Commission finds that there is compliance with the following standards:

- A. The granting of the variance will not be detrimental to the public safety, health, or welfare or injurious to other property;
- B. Because of the shape, topography, or other physical conditions of the proposed subdivision or its surroundings, a) a hardship or practical difficulty would be caused by strict compliance with these requirements, and/or b) the purposes of these requirements would be served to a greater extent by an alternative design;
- C. The conditions upon which the variance request is based are unique to the proposed subdivision and are not generally applicable to other property;
- D. The variance granted is the minimum adjustment necessary for the reasonable use of the land.
- E. The Director of Community Development has determined that the proposed variance, while not specifically complying with this Title, follows sound engineering practices.

#### **16.04.040 Special Subdivision Processes**

##### **A. Combined Preliminary-Final Review Process**

At the Applicant's request, the City will conduct a simultaneous review of the both the Preliminary Plat of Subdivision and Final Plat of Subdivision applications. The Applicant shall submit all materials, fees, and information required for both the Preliminary Plat of Subdivision and Final Plat of Subdivision applications. However, the Applicant will not be required to submit separate plans for the two applications. The Applicant needs only to submit the number of plans required for the Final Plat of Subdivision application, but shall submit all required information as detailed in the Preliminary Plat of Subdivision, Preliminary Engineering Plan, Final Plat of Subdivision, and Final Engineering Plan application checklists. The Applicant shall submit such request to the City in a written letter.

##### **B. Minor Subdivision**

A Minor Subdivision shall not require submittal of a Preliminary Plat of Subdivision application prior to submittal of a Final Plat of Subdivision application, nor shall it require the submittal of Preliminary or Final Engineering Plans.

A subdivision meeting all of the following criteria shall be considered a Minor Subdivision:

1. The subdivision fully conforms to the requirements of Chapter 16.08, "Subdivision Standards and Specifications".
2. The subdivision will create no more than four (4) lots.
3. No extension/creation of public improvements is required to serve the subdivision, including streets/rights-of-way or utilities.
4. All lots in the subdivision have frontage on a public street and can be readily serviced by existing public utilities located in and adjacent to the right-of-way.
5. No on-site or offsite stormwater detention/retention facilities are required to serve the subdivision.
6. All lots meet the minimum size and dimension requirements of the applicable zoning district contained in Title 17, "Zoning".

#### **16.04.050 Pre-Application Meeting**

A. The pre-application meeting provides an opportunity for Applicants to informally discuss the concept of the proposed development, and to receive preliminary nonbinding feedback regarding proposed zoning, possible variations/variances from zoning and subdivision requirements, utilities and drainage, traffic and parking, building and fire prevention code requirements, building aesthetics, landscaping, review procedures, and the information and studies that will be needed to evaluate the project. The pre-application meeting does not require a formal application or filing fee.

B. The purpose of the pre-application meeting is to help Applicants to determine:

1. Whether the proposed development generally appears to be in compliance with the provisions of this Title and other applicable ordinances.
2. Whether any zoning amendment, variation, special use or other application may be required in connection with the proposed development.
3. Whether the proposed development will be in conformity with the Comprehensive Plan and other adopted goals and policies of the City for development
4. A pre-application meeting is optional but encouraged for all applications.

#### **16.04.060 Concept Plan**

##### **A. Application**

The Subdivider may request review of a Concept Plan by submitting an application to the Director of Community Development.

B. **Purpose**

The purpose of the Concept Plan Review is to enable the Subdivider to obtain informal guidance from the Plan Commission and City Council Committee at an early stage, before preparing more detailed preliminary and final plans.

C. **Review**

Because the information submitted for a Concept Plan is not complete enough to determine compliance with all applicable requirements, the Plan Commission and City Council Committee shall not vote to recommend approval or denial. Affirmative comments shall not bind the City to approve a Preliminary or Final Plat of Subdivision submitted at a later stage, nor shall negative comments prevent the Subdivider from submitting applications for approval of Preliminary and Final Plat of Subdivision.

**16.04.070 Preliminary Plat of Subdivision**

A. **Application**

The Subdivider shall file the Preliminary Plat of Subdivision application with the Director of Community Development. If the Subdivider intends to develop the property in phases, the Subdivider shall identify all geographic areas and label each phase in the order they are to be recorded on the proposed Preliminary Plat of Subdivision.

B. **Plan Commission Review**

1. Review and Action

The Plan Commission shall review the Preliminary Plat of Subdivision for conformance with the Comprehensive Plan, the provisions hereof, and all other applicable City ordinances. Pursuant to Paragraph 11-12-8 of the Illinois Municipal Code, the Plan Commission shall disapprove or recommend approval of the Preliminary Plat of Subdivision within 90 days from the date of filing of the last item of required supporting data. Such time may be extended by mutual consent of the Subdivider and the Plan Commission.

2. Disapproval

Plan Commission disapproval of a Preliminary Plat of Subdivision shall be in the form of a written Resolution and shall state the reasons therefore and how the proposed Preliminary Plat of Subdivision fails to conform to the Comprehensive Plan, the provisions hereof, and other applicable City ordinances. A copy of such disapproval shall be mailed or delivered to the Subdivider and the City Council pursuant to Section 11-12-8 of the Illinois Municipal Code.

3. Approval

Plan Commission recommendation of approval of a Preliminary Plat of Subdivision shall be in the form of a written Resolution passed by the Plan Commission, and may include conditions for such approval. These conditions shall be consistent with the requirements set forth herein. A copy of the recommendations and any conditions shall be forwarded to the City Council.

C. **City Council**

1. Action

Pursuant to Section 11-12-8 of the Illinois Municipal Code, the City Council shall approve or disapprove the Preliminary Plat of Subdivision not later than 30 days after the next regular City Council meeting following the date of the Plan Commission's approval, unless such time is extended by mutual consent of the City Council and Subdivider.

2. Disapproval

City Council disapproval of a Preliminary Plat of Subdivision shall be by Ordinance and shall state the reasons therefore and how the proposed Preliminary Plat of Subdivision fails to conform to the Comprehensive Plan, the provisions hereof, and other applicable

City ordinances. A copy of such disapproval shall be mailed or delivered to the Subdivider and filed with the City Clerk.

3. Approval

City Council approval of a Preliminary Plat of Subdivision shall be by Ordinance and may include conditions for such approval, which conditions shall be consistent with the requirements set forth herein. A copy of the approval and any conditions shall be mailed or delivered to the Subdivider and filed with the City Clerk.

4. Period of Validity

A Preliminary Plat of Subdivision shall remain valid for a period of two years from the date of City Council approval. At the end of the two year period the City Council, at its discretion and for good cause, may extend, for up to one (1) year at a time, the period for recording of the Final Plat of Subdivision. If a Final Plat of Subdivision is approved and recorded encompassing all or any phase of the land included on the Preliminary Plat of Subdivision, the Preliminary Plat of Subdivision as to the balance shall remain valid for a period of five years from the date of its initial approval.

**16.04.080 Final Plat of Subdivision**

A. **Application**

The Subdivider shall file the Final Plat of Subdivision application with the Director of Community Development. The Final Plat of Subdivision shall substantially conform to the Preliminary Plat of Subdivision with respect to all items specifically shown on the Preliminary Plat of Subdivision. The Final Plat of Subdivision shall include substantially the same geographic area as the Preliminary Plat of Subdivision. In instances in which a phasing plan was approved as part of the Preliminary Plan, the Final Plat of Subdivision shall include substantially the same geographic area for the corresponding phase shown on the Preliminary Plat of Subdivision.

B. **Conformance With Statutory Provisions - Drawing Specifications**

The Final Plat of Subdivision shall conform to all statutory provisions pertaining to plats. All information required shall be shown accurately, drawn with ink on mylar, or equal, in a manner that clear and legible contact prints or photostatic copies may be made.

C. **Plan Commission Review**

1. Action

The Plan Commission shall recommend approval or disapproval of the within sixty (60) days following the filing of the last required document, unless such time is extended by mutual consent of the City Council and Subdivider.

a. For a proposed Subdivision that has received approval of a Preliminary Plat of Subdivision from the City Council, the application for approval of a Final Plat of Subdivision will not need to be reviewed by the Plan Commission provided that the proposed Final Plat of Subdivision is in substantial conformance with the approved Preliminary Plat of Subdivision and is filed within sixty (60) days of the approval of the Preliminary Plat of Subdivision.

b. If the Applicant has requested a Combined Review Process per Section 16.04.040, then the Plan Commission will conduct a simultaneous review of both the Preliminary and Final Plats of Subdivision.

2. Disapproval

A recommendation of disapproval of the by the Plan Commission shall be in the form of a written Resolution and shall state how the proposed Final Plat of Subdivision fails to conform to the approved preliminary plan, the provisions hereof, and other applicable City ordinances. A copy of such recommendation shall be mailed or delivered to the Subdivider and to the City Council.

3. Approval

A Plan Commission recommendation of approval of the Final Plat of Subdivision shall be the form of a written Resolution and may include conditions for such approval, which conditions shall be consistent with the requirements set forth herein. A copy of the resolution recommendations and any conditions shall be forwarded to the Subdivider and the City Council.

D. **City Council Review**

1. Action

The City Council shall approve or disapprove the Final Plat of Subdivision within sixty (60) days following the filing of the last required document, unless such time is extended by mutual consent of the City Council and Subdivider. Prior to the approval of a Final Plat of Subdivision the City Council shall have the right to designate which easements, dedications, and Land Improvements will be accepted by the City.

2. Disapproval

City Council disapproval of a Final Plat of Subdivision shall be by Ordinance that states how the proposed Final Plat of Subdivision fails to conform to the approved preliminary plan, the provisions hereof, and other applicable City ordinances. The Director of Community Development shall forward a copy of such disapproval to the Subdivider and shall file a copy of such disapproval with the City Clerk.

3. Approval

City Council approval of the Final Plat of Subdivision shall be by Ordinance and may include conditions for such approval, which conditions shall be consistent with the requirements set forth herein. A copy of the approval ordinance and any conditions shall be forwarded to the Subdivider and filed with the City Clerk. The Final Plat of Subdivision submitted to the City Council shall be accompanied by the following:

- a. A copy of any and all applications to third party permits including, but not limited to, IDOT, KCDOT, USACE, IDNR and IEPA.
- b. A certified estimate of cost of all Land Improvements prepared by a registered engineer and approved by the City.
- c. A draft or description of the proposed guarantee for the payment and completion of the Land Improvements to be installed.

E. **Recording Requirements**

The City shall record the Final Plat of Subdivision at the Kane or DuPage County recorder's office within 30 days of receipt by the City of the last item herein required to be submitted prior to recording. In the event such recording has not occurred within two (2) years of the date of City Council approval, the Final Plat of Subdivision and accompanying documents shall be reviewed by the Director of Community Development and Director of Public Works to determine continued conformity with then-existing law and ordinance. The results of such review and recommendation shall be referred to the City Council for revocation or extension of the Final Plat of Subdivision approval, with such conditions as the City Council may approve.

**16.04.90 Approval of Final Engineering Plans**

All Final Engineering Plans shall be reviewed by the Development Engineering Division Manager or designee and shall be approved if they are in substantial conformance with the requirements of this Title, all other applicable Titles of the City of St. Charles Municipal Code and the approved Preliminary Engineering Plans and Final Plat of Subdivision.

**16.04.100 Guarantee for Completion of Land Improvements and Monuments/Benchmarks**

The Subdivider shall submit a guarantee for completion of the Land Improvements and/or Monumentation/Benchmarks prior to approval and signature of the Final Plat of Subdivision by the Direction of Public Works or Development Engineering Division Manager or Designee or issuance of any required permits. As a condition of recording of a Final Plat of Subdivision, any partial guarantee for completion shall be replaced by a full guarantee.

The guarantee shall be in one of the following formats, with the form, amount and provider being subject to approval by the Development Engineering Division Manager or Designee.

- A. Cash in the amount of 115% of the estimated cost of the Land Improvements remaining to be completed.
- B. A performance letter of credit, in substantially the form attached as Appendix C, in the amount of 115% of the estimated cost of the Land Improvements remaining to be completed, issued by a sound and reputable banking institution authorized to do business in the state of Illinois and meeting the criteria set forth below.
- C. A surety bond in the amount of 115% of the estimated cost of the Land Improvements remaining to be completed, issued by a surety company authorized to do business in Illinois and meeting the criteria set forth below.

The form, amount and provider of the guarantee for completion shall be subject to the approval of the Director of Community Development, Development Engineering Division Manager or their Designee, and shall meet the following criteria:

- A. Banks (for letters of credit): Each letter of credit shall be drawn on an institution 1) acceptable to the Director of Finance; 2) having assets of at least \$10 Million; 3) having an office in the Chicago Metropolitan Area; and 4) that is a member of the Federal Deposit Insurance Corporation; or
- B. Insurance Companies (for surety bonds): Must have an A.M. Best Company rating of Superior (A++ and A+), Excellent (A and A-), or Very Good (B++ and B+) (or equivalent).

Completed Land Improvements may be omitted from the amount of the guarantee. For purposes of this section, completed Land Improvements shall be those Land Improvements which have been previously accepted by the City Council, and, if applicable, conveyed to the City via a Bill of Sale substantially in the form set forth in Appendix C, pursuant to the terms and conditions of the Land Improvement Agreement.

The guarantee shall be accompanied by a Land Improvement Agreement in substantially the form set forth in Appendix D.

#### **16.04.110 Timing of Land Improvements**

- A. All Land Improvements shall be installed and completed within a period of two years after recording of the Final Plat of Subdivision, unless prior to the expiration of the two-year period an extension of time is requested by the Subdivider or Applicant and approved by the Director of Community Development or Designee. Failure to complete all of said Land Improvements within such two-year period or any extension thereof shall permit the City to utilize the guarantee to complete the Land Improvements. In the event of an extension of time, the Subdivider or Applicant shall provide that the guarantee be in effect for the extended completion period. The amount of the guarantee shall be equal to the original amount (as reduced for completed Land Improvements pursuant to its terms and conditions, if applicable) plus an additional amount equal to the percentage increase in the ENR: Engineering News-Record 20 Cities Construction Cost Index, published weekly by McGraw Hill Information Systems Co., from the date of the original guarantee to the date of the extension approved by the City. In the event said index is no longer published, then the Consumer Price Index of the U.S. Department of Labor—Transportation Group, Chicago-

Gary-Kenosha shall be used to calculate the increased amount. It shall be the Subdivider's responsibility to provide the appropriate documentation to the City regarding the index statistics.

- B. In the event building permits have been issued for more than fifty percent of the lots, no extension of the time period shall be granted, except that the City Council may provide a time extension for completion of sidewalk, tree planting, and parkway restoration improvements.
- C. In the event of failure to complete the Land Improvements in the required period, or any extension thereof, in addition to any other remedy the City may have, the City Council may direct that no further building permits be issued for property in such subdivision until acceptance or acknowledgement of completion by the City Council of the Land Improvements. (Ord. 1988-M-97 § 1; Ord. 1987-M-45 § 4.)

#### **16.04.120 Acceptance of Land Improvements**

All Land Improvements to be installed under the provisions of this Title and per the approved Final Engineering Plans shall be checked during the course of construction by, or at the direction of, the Development Engineering Division Manager or designee. Once all Land Improvements are approved, the Subdivider shall submit an executed Bill of Sale and, if applicable, a deed, for acceptance by the City Council. The City Council shall accept the Land Improvements via resolution or motion. Approval of any Preliminary or Final Plat of Subdivision or Preliminary or Final Engineering Plans shall not constitute an acceptance by the City of any Land Improvement.

#### **16.04.130 Release of Guarantee for Completion**

The guarantee for completion of the Land Improvements shall be released only upon fulfillment of the following conditions:

- A. The completion of the Land Improvements;
- B. The submission of one (1) set of reproducible (mylar) as-built drawings of the Land Improvements;
- C. A Bill of Sale for all Land Improvements that has been accepted by City Council;
- D. The acceptance of the Director of Community Development or Development Engineering Division Manager or designee of a guarantee for maintenance of Land Improvements (See Appendix C). The guarantee shall be in one of the following formats:
  - 1. Cash in the amount of 15% of the estimated cost or actual construction costs of the Land Improvements to be accepted or acknowledged as complete by the City.
  - 2. A maintenance guarantee in the amount of 15% of the estimated cost or actual construction costs of the Land Improvements to be accepted or acknowledged as complete by the City, issued by a sound and reputable banking authorized to do business in the State of Illinois and meeting the criteria set forth below.
  - 3. A surety bond in the amount of 15% of the estimated cost or actual construction costs of the Land Improvements to be accepted or acknowledged as complete by the City, issued by a surety company authorized to do business in the State of Illinois and meeting the criteria set forth below.
- D. The form, amount and provider of the guarantee shall be subject to the approval of the Development Engineering Division Manager or Designee shall meet the following criteria:
  - 1. Banks (for letters of credit): Each letter of credit shall be drawn on an institution a) acceptable to the Director of Finance; b) having assets of at least \$10 Million; c) having an office in the Chicago Metropolitan Area; and d) that is a member of the Federal Deposit Insurance Corporation; or

2. Insurance Companies (for surety bonds): Must have an A.M. Best Company rating of Superior (A++ and A+), Excellent (A and A-), or Very Good (B++ and B+) (or equivalent).
- E. Acceptance of the Land Improvements by the City Council of the City, as set forth in Section 16.04.130.

**PLAN SUBMITTAL REQUIREMENTS**

**Sections**

<b>16.06.010</b>	<b>Concept Plan</b>
<b>16.06.020</b>	<b>Preliminary Plat</b>
<b>16.06.030</b>	<b>Preliminary Engineering Plans</b>
<b>16.06.040</b>	<b>Final Plat</b>
<b>16.06.050</b>	<b>Final Engineering Plans</b>

**16.06.010 Concept Plan**

The Applicant shall submit the following information for a Concept Plan

- A. Name of Applicant & Plan Preparer
- B. Name of proposed subdivision is shown
- C. North direction
- D. Date of preparation and/or date of revision
- E. Location map
- F. Total approximate acreage is shown
- G. Existing zoning classification
- H. Proposed Conditions
  - 1. Block layout
  - 2. Proposed lots – dimensions and area
  - 3. Building locations
  - 4. Building setback, in compliance with underlying or proposed zoning district
  - 5. Sidewalks and pedestrian paths
  - 6. Natural features to remain
  - 7. Public areas, parks, school sites, natural spaces
  - 8. Boundary lines of proposed subdivision

**16.06.020 Preliminary Plat**

**A. General Requirements**

- 1. All plans and specifications shall be prepared by an engineer legally authorized by the State of Illinois, and shall bear the engineer's signature and seal.
- 2. All plans shall describe an adequate number of benchmarks, with elevations referenced to mean sea level and the City's Geodetic Control Station Network, so that elevations may be checked at any point without more than one setup of a surveyor's level.

**B. Required Information**

The Applicant shall submit the following information to be clearly identified on the Preliminary Plat:

- 1. Name of proposed subdivision
- 2. Location given by town, range, section, or other legal description
- 3. Name and address of owner, trust, corporation or Subdivider having control of project
- 4. Name and address of the designer
- 5. North direction
- 6. Date of preparation and/or date of revision
- 7. Location map

8. Total approximate acreage
9. Existing zoning classification
10. Boundary lines of proposed subdivision including all Section and corporate lines
11. Proposed Conditions:
  - a. Block layout
  - b. Proposed lots – dimensions and area
  - c. Rights-of-way
  - d. Proposed Easements and easement provision language, Utility, Drainage, Stormwater
  - e. Chart listed on the plat clearly identifying the number of the easement and the areas in square footage of each easement.
  - f. Building locations
  - g. Building setback, in compliance with underlying or proposed zoning district
  - h. Sidewalks and pedestrian paths
  - i. Natural features to remain
  - j. Public areas, parks, school sites, natural spaces
  - k. Proposed land use for each lot, parcel, or tract shall be indicated

**C. Supplementary Materials**

In addition to the Preliminary Plat, the following supplementary materials shall be provided:

1. Plat of Survey clearly delineated the existing conditions on the proposed property including:
  - a. Existing buildings and structures constructed on the property
  - b. Previously platted streets and other rights-of-way including, streets, railroads, utilities, and all easements located within boundaries of the proposed subdivision and located 100' or less outside the boundaries
  - c. Location of existing utilities including: water, sanitary, storm sewers, and culverts
  - d. Watercourses including streams, floodway, flood plains, and wetlands
  - e. Name and seal of registered land surveyor who prepared and monumented and survey and bench marks
  - f. Natural features
2. Preliminary Engineering Plans as described in Section 16.06.040, “Preliminary Engineering Plans”.
3. Traffic Study, unless it is determined by the Director of Community Development or designee that a Traffic Study is not warranted.
4. Utility Capacity Study, unless it is determined by the Director of Community Development or Director of Public Works that a Utility Capacity Study is not necessary.
5. A copy of completed Land Use Opinion application as required by state law, as submitted to The Kane-DuPage Soil and Water Conservation District.
6. Outline of Protective Covenants, including provisions for maintenance of common space and open areas including stormwater management basins and landscaped areas.
7. A copy of the Endangered Species Consultation Agency Action (EcoCAT) to be filed with the Illinois Department of Natural Resources.
8. Any additional materials that the Community Development Director may at his or her discretion, require.

**16.06.030 Preliminary Engineering Plans**

**A. General Requirements**

1. All engineering and specifications shall be prepared by a Licensed Professional Engineer, and shall bear the engineer's signature and seal.

2. All plans shall describe an adequate number of benchmarks, with elevations referenced to mean sea level and the City's Geodetic Control Station Network, so that elevations may be checked at any point without more than one setup of a surveyor's level.
- B. Required Information**
- The Preliminary Engineering Plans shall contain the following information:
1. Existing Conditions:
    - a. The following existing items, if within the boundaries of the subdivision, or located 100' or less outside the boundaries are shown:
    - b. Boundary Lines of proposed subdivision, Section and corporate lines, and easements
    - c. Previously platted streets and other rights-of-way, with improvements including location, widths, names, railroad rights-of-way, utility rights-of-way, and all easements
    - d. Existing Improvements such as, permanent buildings and structures, parks and other open spaces, sanitary sewers, water mains, culverts, storm sewers, pavements, etc.
    - e. Topographic data is given in feet above mean sea level within the tract and to a distance of 100' beyond, watercourses, wetlands, existing contours at vertical levels of not more than 2',
    - f. Survey Information - Monuments and survey markers, Bench mark
    - g. Natural features including watercourses, streams, swales, wetlands, floodplain, floodways and forested areas
    - h. Soil data
  2. Proposed Conditions:
    - a. Streets, Street types, and street names
    - b. Name
    - c. Block layout
    - d. Proposed lots – dimensions and area
    - e. Rights-of-way
    - f. All Utility Easements and purposes
    - g. Building locations
    - h. Building setback, in compliance with underlying or proposed zoning district
    - i. Sidewalks and pedestrian paths
    - j. Natural features to remain
    - k. Public areas, parks, school sites, natural spaces
    - l. Location of Utilities
      - i. Water main layout
      - ii. Sanitary Sewer layout
      - iii. Storm sewer layout
      - iv. Electric System
    - m. Source of domestic water supply
    - n. Provision for sewage disposal
    - o. Locations and typical street light detail, and Photometric Plan
    - p. Proposed topographic information (minimum one foot vertical), indicating:
      - i. Changes in elevation
      - ii. Stormwater storage facilities normal water level, high water level, emergency overflow elevation, storage volumes, and overflow routes
      - iii. Retaining wall- extent, height, type and materials.
    - q. Preliminary Stormwater Management Analysis and calculations.
  3. All other items listed in the Preliminary Engineering Plan Checklist set forth in Appendix F.

### **16.06.050 Final Plat of Subdivision**

#### **A. General Requirements**

1. All plats shall be prepared by a Professional Land Surveyor licensed by the State of Illinois, and shall bear the surveyor's signature and seal.
2. All plans shall describe an adequate number of benchmarks, with elevations referenced to mean sea level and the City's Geodetic Control Station Network, so that elevations may be checked at any point without more than one setup of a surveyor's level.

#### **B. Required Information**

The Final Plat of Subdivision shall be in substantial conformance with the Preliminary Plat of Subdivision, shall show all the same information as stated in Section 16.06.030, and shall include the following:

1. North direction.
2. Scale (minimum one inch equals 100 feet).
3. Section corners and section lines, tied into subdivision by distances and angles.
4. Official survey monuments shown and dimensioned.
5. All necessary easements shown and dimensioned.
6. An accurate legal description of the entire area receiving Final Plat of Subdivision approval.
7. Location and dimensions of the building lots, common permanent open space, existing permanent buildings, easements and rights-of-way.
8. An open space easement on the common area assuring that the open space shall remain open for perpetuity.
9. Building setback lines shown and dimensioned.
10. Lot areas.
11. Street names.
12. Areas to be dedicated or reserved for public use, which shall be described and the purpose designated.
13. Protective Covenants lettered on the Plat or appropriately referenced.
14. Required certificates, substantially in the form set forth in Appendix B:
  - a. Surveyor's certificates (including signature and seal).
  - b. Owner's certificate (including signature).
  - c. Notary certificate (including signature and seal).
  - d. County Clerk certificate (including signature).
  - e. Certificate as to special assessments (including signature).
  - f. Certificate of County Engineer, if applicable (including signature)
  - g. Certificate of Public Works and Buildings, Division of Waterways, State of Illinois, if applicable (including signature).
  - h. Plan Commission certificate (including signature).
  - i. Director of Public Works certificate (including signature).
  - j. City Council certificate (including signature).
  - k. Special Flood Hazard Area Certificate (including signature).
  - l. Mortgagee Certificate (as required).
  - m. IDOT Certificate (if applicable).
15. Final Engineering Plans per Section 16.06.060 Final Engineering Plans.

#### **C. Additional Delineation**

Additional delineation shall be required on a Final Plat of Subdivision as follows:

1. Accurate angular and lineal dimensions for all lines, angles, and curvatures with functions used to describe all boundaries including perimeter survey of tract, streets, easements, areas to be reserved for public use, and other important features. Error of

closure of boundary line surveys shall not exceed one in ten thousand (one foot for each ten thousand feet of perimeter survey). Lot lines to show dimensions in feet and hundredths, and when an angle occurs in any lot line between lot corners the measurement of the angle shall be shown.

2. An identification system for all lots and blocks.
3. True angles and distances to the nearest established street lines and official monuments (not less than two), which shall be accurately described in the plat by location, size and elevation.
4. Municipal, township, county, or section lines and section corners accurately tied to lines of the subdivision by distances and angles; if the section lines or corner lie within the subdivision.
5. Accurate locations of permanent monuments for any plats of subdivision, resubdivision or rededications shall be as follows:
  - a. Pipes of three-fourths-inch diameter or steel rods of one-half-inch diameter, by eighteen-inch lengths, shall be placed at the corners of each lot and block, at angle points, and at the ends and suitable intervals along curves.
  - b. A minimum of two (2) 2<sup>nd</sup> order Class II, Berntsen, or approved equal, permanent benchmarks shall be established at opposite extremities of the property, or as designated by the Director of Community Development or Designee. The benchmark shall include:
    - i. 6 inch x 3 foot Schedule 40 PVC
    - ii. Access Cover - screw lock
    - iii. ¾ inch Aluminum Rod – driven till refusal
    - iv. 3 Foot Top Security Sleeve
    - v. Rod Magnet
    - vi. Spiral point
    - vii. Benchmark cap provided by the City of St. Charles
    - viii. Completion and submittal of City of St. Charles datasheet
  - c. All U.S., state, county, City, or other official benchmarks, monuments, or triangulation stations in or adjacent to the property shall be preserved in precise position.

#### **16.06.060 Final Engineering Plans**

##### **A. General Requirements**

1. All plans and specifications shall be prepared by a Licensed Professional Engineer, and shall bear the engineer's signature and seal.
2. All plans shall describe an adequate number of benchmarks, with elevations referenced to mean sea level and the City's Geodetic Control Station Network, so that elevations may be checked at any point without more than one setup of a surveyor's level.

##### **B. Required Information**

The Final Engineering Plans shall include the following in addition to the information required in the Section 16.08.040, "Preliminary Engineering Plans".

1. Title Sheet:
  - a. Plans to be on 24-inch by 36-inch sheets.
  - b. A title sheet shall be included with each set of plans and includes:
    - i. Name of the subdivision and unit number
    - ii. Type of work covered, Location map showing relation of area to be improved to streets
    - iii. An index of sheets
    - iv. A summary of quantities

- v. Name, address, and seal of Licensed Professional Engineer preparing the plans
  - vi. Date of preparation and revisions, if any
  - c. Plan and profiles of proposed roadways and utilities as required by the Development Engineering Division Manager.
  - d. Horizontal scale shall be no less than 1 inch to 50 feet.
  - e. Vertical scale shall be no less than 1 inch to 5 feet.
  - f. Cross sections as required by the Development Engineering Division Manager
    - i. Horizontal and vertical scales are no less than 1 inch to 10 feet
    - ii. North direction is shown for each separate plan view
  - g. An adequate number of bench marks shown with elevations referenced to Mean Sea Level and the City's Geodetic Control Network, to facilitate checking of elevations without more than one setup of a surveyor's level.
  - h. Delineation shown of all easements necessary to serve all lots with underground and overhead utilities, and to allow for perpetual maintenance of these facilities.
2. Sanitary Sewer Improvements
    - a. An authorized Illinois Environmental Protection Agency Permit for the public sanitary sewer extensions or sewer connections as required by the IEPA shall accompany the plans.
    - b. Sanitary sewer calculations, plans and specifications, including all standard details, shall be complete and conform to the minimum standards as set forth in Section 16.08.080.C, "Sanitary Sewer General Requirements" and the Engineering Design and Inspection Policy Manual.
  3. Water Main Improvements
    - a. An authorized Illinois Environmental Protection Agency permit for the public water main installation shall accompany the plans.
    - b. Water distribution calculations, plans and specifications, including all standard details, shall be complete and conform to the minimum standards as set forth in Section 16.08.080.D, "Water Supply General Requirements" and the Engineering Design and Inspection Policy Manual.
  4. Roadway, Storm Sewer, & Grading Improvements
    - a. Street plans, specifications, and calculations including storm sewers, shall be complete and conform to the standards listed in Section 16.08.030, "Streets and Right-of-Ways" and the minimum standards set forth in the Engineering Design and Inspection Policy Manual.
    - b. The location of streets and width of pavements shall conform to those indicated on the approved preliminary plan.
      - i. Street plans shall show all horizontal and vertical alignment. Curve data for horizontal and vertical curves shall be included on the plan sheets.
    - c. Plan shows curb, gutter, and sidewalk locations.
    - d. Cross sections shall be submitted as necessary to indicate feasibility of proposed street elevations in relation to adjacent lot elevations, and include sidewalk location.
    - e. Profiles shall be submitted for all paving centerlines and storm sewers per the standards set forth in the Engineering Design and Inspection Policy Manual. Profiles for sanitary sewer and water main shall be provided as required by the Development Engineering Division Manager.
    - f. Storm sewer system, designed to comply with the standards set forth in the Engineering Design and Inspection Policy Manual.
    - g. Storm sewer design calculation shall be submitted with the plans.
    - h. Final Stormwater report and supporting calculation in compliance with Title 18, "Stormwater Management".

- i. Street signs shall be shown at all street intersections and meet the standards as set forth in the Engineering Design and Inspection Policy Manual.
  - j. Soil Erosion and Sediment Control measures consistent with NPDES, requirements and the City of St. Charles Engineering Design and Inspection Policy Manual and the Kane County Stormwater Ordinance as adopted by the City on November 13, 2008, as amended from time to time.
  - k. Landscaping and Tree Planting Plans depicting clearances from all utilities and appurtenances.
5. All other items listed in the Final Engineering Plans Checklist set forth in Appendix F.

**SUBDIVISION DESIGN STANDARDS AND SPECIFICATIONS**

**Sections**

<b>16.08.010</b>	<b>Purpose</b>
<b>16.08.020</b>	<b>General Requirements</b>
<b>16.08.030</b>	<b>Streets and Rights-of-Way</b>
<b>16.08.040</b>	<b>Block Standards</b>
<b>16.08.050</b>	<b>Lot Standards</b>
<b>16.08.060</b>	<b>Parks and Other Public Areas</b>
<b>16.08.070</b>	<b>Easements</b>
<b>16.08.080</b>	<b>Public Utilities</b>

**16.08.010 Purpose**

The following standards and specifications set forth in this chapter outline the manner in which land shall be subdivided and developed and the minimum required Land Improvements to provide orderly and consistent development within the City of St. Charles.

**16.08.020 General Requirements**

- A. The Subdivider shall take care to avoid disturbance of lot and block corners and other survey points. Any such corners or points removed or disturbed shall be reestablished in their correct position and location before application is made for acceptance by the City.
- B. No deviations from approved plans and specifications shall be made without prior approval.

**16.08.030 Streets and Rights-of-Way**

- A. Rights-of-way, Streets and associated improvements shall conform to the requirements established in Title 12.30, "Street Improvements" of the City's Municipal Code of Ordinances and the City's Engineering Design and Inspection Policy Manual.
- B. The arrangement, character, extent, width, grade, and location of all streets shall conform to the Comprehensive Plan and shall be considered in relation to existing and planned streets, to reasonable circulation of traffic within the subdivision and adjoining lands, to topographical conditions, to runoff of stormwater, to public convenience and safety, and in their appropriate relations to the proposed uses of the area to be served.
- C. Every street shall be dedicated as a public street.
- D. No half width street improvements shall be permitted.

**16.08.040 Block Standards**

- A. The maximum lengths of blocks shall be one thousand two hundred feet (1,200').
- B. Blocks over nine hundred feet (900') long may require pedestrian ways at their approximate centers. Additional access ways to schools, parks, or other destinations may be required.
- C. The shape of the blocks must fit readily into the overall plan of the subdivision and their design must consider topographical conditions, lot layout, traffic flow, and public open space areas.

**16.08.050 Lot Standards**

- A. In general, lots should be as nearly rectangular in shape as practicable.
- B. Sidelines of lots shall be at right angles or radial to the street line, or substantially so.
- C. The minimum lot size and width dimensions shall comply with the requirements of Title 17, "Zoning."

- D. Double frontage lots are not permitted except:
  1. Where lots back upon an arterial street, and vehicular and pedestrian access between lots and the arterial street is prohibited; and
  2. Where topographic or other conditions render subdividing otherwise unreasonable, such double frontage lots shall have an additional depth of at least twenty feet in order to allow for a protective screen planting on one frontage.
- E. Lots abutting upon a watercourse, drainage way, channel, wetland, or stream shall be of an additional depth or width to provide an acceptable building site.

**16.08.060 Parks and Other Public Areas**

Any area that is specifically designated in the Comprehensive Plan for a public park, playground, school or other public use, shall be reserved for such use on all subdivision plans and plats.

**16.08.070 Easements**

- A. A minimum ten-foot wide perimeter utility and drainage easement shall be provided around each lot in a subdivision. Easements shall be provided for all overhead or underground utility services or surface water drainage where necessary. Where the side lot line of a detached single-family residential lot abuts the side lot line of another detached, single-family residential lot, the minimum easement width may be reduced to 5' on each lot so that the total easement width along the common lot line is 10' provided no utilities exist or are planned along the side lot line.
- B. Where watercourses, drainage way, channel or stream traverses a subdivision or area where a wetland exists there shall be provided a drainage easement. The easement shall include an additional area at least fifteen feet (15') wide adjoining both edges of the area that has been affected by floodwaters or containing wetland conditions.
- C. Easements shall be provided to protect existing drainage and utility installations that traverse the property.
- D. All easement language on plats shall be as specified in Appendix B.

**16.08.080 Public Utilities**

- A. **Oversizing of Utilities**  
All public utilities shall be designed and located in a manner to serve all of the proposed development and any future development of the subject property or adjacent properties. If the City determines that over-sized water mains or any related appurtenances will be required to adequately service the proposed subdivision or development and future adjacent subdivision or development, it may require such over sizing, and all related appurtenances.
- B. **Electric General Requirements**
  1. Electric service lines shall be of adequate size to serve the entire proposed development per the standards established by the Electric Utility.
  2. Electric facilities and lines shall be installed to serve all properties in the subdivision.
  3. The layout of all electric utilities shall comply with the City's system-wide plans for location and size.
- C. **Sanitary Sewers General Requirements**
  1. Sewers shall be of adequate size to serve the entire proposed development.
  2. All sanitary sewer plans and installations, including all appurtenances thereto, shall conform to the standards and specifications set forth in the Engineering Design and Inspection Policy Manual.
  3. Sanitary sewer lines shall be installed to serve all properties in the subdivision.
  4. Main sewers shall be of adequate size to serve the entire subdivision, or the maximum capacity of any proposed lift station, whichever is greater.

5. The layout of trunk sewer lines shall comply with the City's system-wide plans for location and size.
  6. Sanitary sewer service laterals shall be provided for each lot, parcel, tract, or building. The lateral shall extend to the right-of-way line.
  7. No sanitary sewer construction shall commence until a permit is issued from the Illinois Environmental Protection Agency and a copy is filed with the City.
- D. **Water Supply General Requirements**
1. All water main plans and installations, including all appurtenances thereto, shall conform to the standards and specifications of the City as set forth in the Engineering Design and Inspection Policy Manual.
  2. Water distribution facilities including all pipe, fittings, hydrants, valves, vaults, et cetera, shall be installed to serve all properties within the subdivision.
  3. The layout of main water lines shall comply with the City's system-wide plans for location and size.
  4. Water main pipe shall have a minimum diameter to satisfy fire flow requirements.
  5. No Public Water Main construction shall commence until a permit is issued from the Illinois Environmental Protection Agency and a copy is filed with the City.
  6. Provisions shall be made to provide service connections for each lot, property, tract, or building, and each connection shall extend to the right-of-way line.
  7. Landscape plantings shall not interfere with operations and maintenance of water appurtenances. Trees shall not be planted within ten feet (10') of all hydrants, valve vaults, or curb boxes. Bushes and shrubs shall be maintained five feet (5') from water appurtenances. All other landscape plantings shall conform to the standards and specifications set forth in the Engineering Design and Inspection Policy Manual.
- E. **Storm Sewer**
1. A complete storm drainage system including appropriate stormwater retention and detention facilities shall be constructed throughout the subdivision. The design of which shall comply with the standards established in Title 18, "Stormwater Management."
  2. The storm water drainage system shall be separate and independent of the sanitary sewer system.
  3. Surface water drainage patterns shall be shown for each and every individual lot and block and shall conform to the standards and specifications of the City as set forth in the Engineering Design and Inspection Policy Manual.

**DEDICATIONS**

**Sections**

<b>16.10.010</b>	<b>Applicability</b>
<b>16.10.020</b>	<b>Amendments to Preliminary Plan</b>
<b>16.10.030</b>	<b>Indemnification of City Required by School and Park District</b>
<b>16.10.040</b>	<b>Payment - Expenses</b>
<b>16.10.050</b>	<b>Dedication of Park Lands and School Sites, or Contribution of Fees In Lieu Thereof Required</b>
<b>16.10.060</b>	<b>Requirements for Park Land Dedications</b>
<b>16.10.070</b>	<b>Requirements for School Site Dedication</b>
<b>16.10.080</b>	<b>Criteria for Requiring a Cash Contribution In Lieu of Park and School Land</b>
<b>16.10.090</b>	<b>Amount of Cash Contribution</b>
<b>16.10.100</b>	<b>Criteria for Requiring Land and Cash</b>
<b>16.10.110</b>	<b>Calculation of Estimated Population</b>
<b>16.10.120</b>	<b>Reservation of Additional Land</b>
<b>16.10.130</b>	<b>Condition of Park and School Sites</b>
<b>16.10.140</b>	<b>Time of Conveyance</b>
<b>16.10.150</b>	<b>Payment of General Real Estate Taxes and Agricultural Rollback Taxes</b>
<b>16.10.160</b>	<b>Real Estate Conveyance Requirements</b>
<b>16.10.170</b>	<b>Real Covenant/Sale of Public Land</b>
<b>16.10.180</b>	<b>Private Recreational Areas In Lieu of Dedicated Park Land</b>

**16.10.010 Applicability**

If any subdivision subject to the terms hereof is located outside of the corporate limits of the City of St. Charles, Illinois, and if the county in which the property is located has an ordinance which is more restrictive, or which would require a greater dedication or contribution than this chapter, as determined by the City, the ordinance of the county in which the property is located shall prevail where inconsistent with the less restrictive provisions hereof. (Ord. 1989-M-58 § 1.)

**16.10.020 Amendments to Preliminary Plan**

When a preliminary plan of a subdivision is amended, the required contribution of land or cash shall be recalculated for that portion of the subdivision which is amended, based on the estimated ultimate population thereof. (Ord. 1989-M-58 § 1.)

**16.10.030 Indemnification of City Required by School and Park District**

By their acceptance of land or cash, or both, pursuant to the provisions hereof, the School District and the Park District as the case may be shall indemnify the City against any loss, cost or expense, including reasonable attorney's fees, arising out of, or on account of, any land or payments designated for said School District or Park District under the provisions of this chapter. Prior to the actual transfer of land or funds, the School District and the Park District each shall make the foregoing indemnity to the City in writing. (Ord. 1989-M-58 § 1.)

**16.10.040 Payment - Expenses**

By acceptance of land or cash, or both, pursuant to the provisions hereof, the School District or Park District as the case may be shall reimburse the City for all costs and expenses it incurs in connection with obtaining the land or cash required by this chapter. Payment of said amount shall be made to the City

within 30 days of the park or School District's a) receipt of the land or cash as provided herein, or b) the receipt of an invoice from the City, whichever occurs later. (Ord. 1989-M-58 § 1.)

**16.10.050 Dedication of Park Lands and School Sites, or Contribution of Fees in Lieu Thereof Required**

As a condition of approval of a final plat of subdivision, the Subdivider shall dedicate land for park purposes, and for school sites, or shall agree, in writing, to contribute cash in lieu of actual land dedications, or a combination of both at the option of the City, in accordance with the requirements hereof. (Ord. 2009-Z-11 § 1; Ord. 1989-M-58 § 1.)

**16.10.060 Requirements for Park Land Dedications**

**A. Calculation of Requirement**

The estimated ultimate population of a proposed subdivision shall bear directly upon the amount of land required to be dedicated for park purposes. The minimum requirement shall be ten (10) acres of land per one thousand (1,000) of ultimate population in accordance with the standards hereinafter set forth.

**B. Park Site Size and Location Standards**

Types of Park Sites	Minimum Desirable Site Area	Minimum Acreage per 1,000
Mini-Parks	1.0 acre	0.5 acres
Neighborhood Parks	5.0 to 10.0 acres	2.0 acres
Community Parks	25 acres or more	7.5 acres
	TOTAL	10.0 acres

The size, location and shape of the park land to be dedicated shall be subject to the approval of the City Council as part of the preliminary plan. Prior to City Council approval of the preliminary plan, the City shall have received a resolution of the Park District governing board approving the location and acreage of any park land to be dedicated. The suitability of land to be dedicated for park sites shall be evaluated by the plan commission and City Council according to the following standards:

1. The site should be essentially regular in shape to facilitate maintenance and to provide the optimum opportunity for recreational use.
2. The site should not be located on a major road when such a location would present a traffic hazard to park users.
3. The site should not be subject to frequent flooding.
4. The site should have soil and topographic conditions suitable to accommodate the anticipated facilities, including but not limited to parking areas, play fields, tennis courts, playground equipment, or other recreational facilities.
5. The site should be located in the approximate center of the residential area to be served wherever possible, and adjacent to a school site where consistent with the school site requirements hereof.

(Ord. 1997-M-54 § 1; Ord. 1989-M-58 § 1.)

**16.10.070 Requirements for School Site Dedication**

**A. Calculation of Requirement**

The estimated ultimate student population for grades K through 12 of the proposed subdivision shall bear directly on the amount of land required to be dedicated for school sites. The minimum requirement shall be .025 acres of land per elementary student, .0389 acres of

land per middle school student, and .072 acres of land per high school student in accordance with the following standards:

**B. School Site Size and Location Standards**

Type of School Site	Maximum Students per School Site	Minimum Acres/Site
Elementary K - 5	600	15 acres
Middle School	900	35 acres
High School	1500	108 acres

The location and shape of the school land to be dedicated shall be subject to the approval of the City Council as part of the preliminary plat. Prior to City Council approval of the Preliminary Plat, the City shall have received a resolution of the School District board of education approving the location and acreage of any school land to be dedicated. The suitability of land to be dedicated for school sites shall be evaluated by the Plan Commission and City Council according to the following standards:

1. The site should be essentially regular in shape, to allow the proper design of the school building, playgrounds, and parking areas.
2. The site should not be located on a major road when such a location would present a traffic hazard to school children.
3. The site should not include storm water retention or detention facilities except those provided to serve the school site.
4. The site should have suitable soil and topographic conditions for the construction of a school building, parking lot, and other necessary facilities.
5. The site should be located in the approximate center of the residential area to be served wherever possible.

(Ord. 2008-M-41 § 1; Ord. 2003-M-37 § 1; Ord. 1991-M-78 § 1; Ord. 1989-M-58 § 1.)

**16.10.080 Criteria for Requiring a Cash Contribution In Lieu of Park and School Land**

**A. When Cash Contribution Required**

When the subdivision is small and the resulting site is too small to be practical, or when available land is inappropriate for park or school sites, or when park or school sites have already been provided, the City Council may require the payment of cash contributions in lieu of the required land. The City Council shall determine whether land or cash will be required when it approves the preliminary plan, and may consider the recommendation of the appropriate park or School District in making such determinations. When the Park District or School District has refused to accept a land contribution, the City Council may require a cash contribution.

**B. Payment Of Park Contribution**

For subdivisions platted in multiple phases, the per dwelling unit cash contribution in lieu of, or in addition to, park land, as may be applicable, shall be paid for the entire phase to be developed, prior to issuance of the first building permit for the applicable phase. For subdivisions platted in a single phase, the per dwelling unit cash contribution in lieu of, or in addition to, park land, as may be applicable, shall be paid for the entire subdivision prior to issuance of the first building permit. The applicable per dwelling unit cash contribution shall be paid directly to the Park District and held in trust. All such payments made to the Park District under this Section are to be spent solely in accordance with paragraph C below. The City shall not issue a building permit until it receives an original receipt of payment executed by the treasurer of the Park District. (Ord. 2009-Z-5 § 1.)

**C. Use of Contribution by Park District**

1. The cash contribution in lieu of park land shall be used solely for the acquisition of park land which will serve the immediate or future needs of the residents of the subdivision for which the contribution was received, or the improvement of existing park land which will serve such needs; provided, however, any expenditure of funds for land or improvements shall satisfy all applicable statutory criteria and specifically the provisions of 65 ILCS 5/11-12-4, *et seq.*, as amended.

Annexation agreements entered by the City pursuant to 65 ILCS 5/11-15.1-1, as amended, with respect to land to be zoned to include residential uses for which this Chapter applies, shall include a provision that all cash received for the Park District may be used by the Park District for land acquisition, building construction, site improvements, capital improvements, equipment, operations, or any other purpose which will serve the immediate or future needs of the residents of the subdivision for which the contribution was received.

2. Further, the Park District shall spend a minimum of fifty percent (50%) of the contribution a) within the subdivision from which it was received, or if no park land exists within said subdivision, b) within Park District real estate nearest said subdivision or for the purchase of park land within one and one-half miles of said subdivision. For subdivisions platted within the City limits, the Park District shall spend one hundred percent (100%) of the contribution within the City limits; for subdivision platted outside the City limits but within the planning jurisdiction of the City, the Park District shall spend one hundred percent (100%) of the contribution within the planning jurisdiction of the City. The City Council may vary the requirements of this paragraph 2 if it finds that, based upon facts presented by the Park District, such variance will result in park facilities which will serve the immediate or future needs of the residents of the subdivision from which the contribution was received. (Ord. 1996-M-53 § 35.)

**D. Payment of School Contribution**

For subdivisions platted in multiple phases, the per dwelling unit cash contribution in lieu of, or in addition to, school land, as may be applicable, shall be paid for the entire phase to be developed, prior to issuance of the first building permit for the applicable phase. For subdivisions platted in a single phase, the per dwelling unit cash contribution in lieu of, or in addition to, school land, as may be applicable, shall be paid for the entire subdivision prior to issuance of the first building permit. The applicable per dwelling unit cash contribution shall be paid directly to the School District and held in trust. All such payments made to the School District under this Section are to be spent solely in accordance with paragraph C above. The City shall not issue a building permit until it receives an original receipt of payment executed by the treasurer of the School District. (Ord. 2009-Z-5 § 2.)

**E. Use of Contribution by School District**

The cash contribution in lieu of school land shall be used solely for the acquisition of land for a school site to serve the immediate or future needs of the residents from the subdivision for which the contribution was received, or for the improvement of any existing school site which will serve such needs, but not for the construction of any school buildings, or additions thereto; provided, however, any expenditure of funds for school sites or improvements shall satisfy all applicable statutory criteria and specifically the provisions of 65 ILCS 5/11-12-4, *et seq.*, as amended.

Annexation agreements entered by the City pursuant to 65 ILCS 5/11-15.1-1, as amended, with respect to land to be zoned to include residential uses for which this Chapter applies, shall include a provision that all cash received for the School District may be used by the School District for land acquisition, building construction, site improvements, capital improvements, equipment, operations, or any other purpose which will serve the immediate or future needs of the residents of the subdivision for which the contribution was received.

F. **Return of Contribution if Not Expended**

If any portion of a cash contribution in lieu of park or school site land is not expended for the purposes set forth herein within ten (10) years from the date of receipt, it shall be refunded, together with accrued interest thereon, to the owners of record of all lots, except public land, in the subdivision for which such contribution is made. The refund shall be paid to the person who is the owner of record on the day which is the tenth anniversary of the receipt of such contribution. The amount of the refund due to each lot owner shall be equal to the amount of the original contribution, together with accrued interest thereon, divided by the total number of lots in the subdivision (excluding public land) for which the contribution was made. The City Council may permit one-year extensions of the ten-year restriction if the Park District or School District demonstrates that such funds have been allocated for an acquisition or improvement allowed herein, but have not been spent due to additional funds being necessary to complete such acquisition or improvement.

G. **Amount Applicable at Payment**

All building permits issued shall be subject to the cash contributions applicable pursuant to Title 16 at the time of payment of the cash contributions, unless otherwise previously granted by the City Council through a planned unit development or annexation agreement. Any amendment to an approved preliminary plan, final plat of subdivision, or final plat or plan of planned unit development shall require compliance with the then applicable cash in-lieu fees, to the extent that such amendment results in the calculation of a greater cash payment to the Park District and School District. (Ord. 2009-Z-5 § 3.) (Ord. 1989-M-58 § 1.)

**16.10.090 Amount of Cash Contribution**

The cash contribution in lieu of land shall be based on the fair market value of improved land within the subdivision. The fair market value of improved land for subdivisions to be developed within the City is hereby determined to be two hundred forty thousand five hundred dollars (\$240,500.00) per acre, which shall be used in the calculation of the required cash contributions, except as follows:

- A. The fair market value for subdivisions to be developed outside the corporate limits of the City of St. Charles but within the City's 1 ½ mile jurisdictional area is hereby determined to be one hundred seventy-five thousand dollars (\$175,000);
- B. If the City Council determines that the specifics of the subdivision so warrant, it may require a formal appraisal; if the Subdivider files a written objection to the use of the per acre value established herein, he shall submit a formal appraisal. Such appraisal shall show the fair market value of improved land in the area of the subdivision.
- C. Final determination of the fair market value per acre of land shall be made by the City Council, based upon the appraisal or appraisals, and upon other information which may be submitted by the Park District, School District, or others. The Subdivider shall pay all appraisal fees.

(Ord. 2008-M-41 § 2; Ord. 2003-M-37 § 2; Ord. 1997-M-54 § 2; Ord. 1991-M-78 § 1; Ord. 1989-M-58 § 1.)

**16.10.100 Criteria for Requiring Land and Cash**

There may be situations when a combination of land and a cash contribution in lieu of land are both necessary. At the time of preliminary plan approval, the City Council may require a combination of land and cash in any of the following situations:

- A. When a previously designated park or school site lies partly within and partly outside of a proposed subdivision and the acreage of the designated park or school site within the subdivision is less than the park or school site acreage required herein, the Subdivider shall contribute all of the designated park or school site lying within the proposed subdivision, and cash in lieu of the additional acreage needed to fulfill the requirements hereof.

- B. When part of a designated park or school site has already been acquired, and the land needed to complete it is less than the land required from the subdivision, then the Subdivider shall contribute the amount of land needed from the subdivision to complete the park or school site and cash in lieu of the additional acreage needed to fulfill the requirements hereof.
- C. When the Subdivider will be contributing certain park or school sites, and the balance of the required park or school site acreage would be too small or otherwise unsuitable for park or school sites, then the Subdivider shall contribute cash in lieu of the balance of the required school or park site acreage.

(Ord. 1989-M-58 § 1.)

#### **16.10.110 Calculation of Estimated Population**

The "Table of estimated ultimate population per dwelling unit," attached hereto as Exhibit E shall be used to calculate the amount of required park and school site land and cash contributions in lieu thereof. A written objection to Exhibit E may be filed by the Subdivider, or by the school or Park District, prior to City Council approval of the preliminary plan. Such objection shall include a demographic study showing the estimated ultimate population to be generated by the subdivision. Final determination of the estimated ultimate population shall be made by the City Council at the time of preliminary plan approval. It is recognized that population density, age distribution, and local conditions change over time, and that, therefore, Exhibit E is subject to periodic review and amendment as necessary. (Ord. 1989-M-58 § 1; Ord. 1989-Z-6 § 1.)

#### **16.10.120 Reservation of Additional Land**

Whenever the St. Charles Comprehensive Plan, or the standards of the City, School District, or Park District call for a school or park site within a subdivision larger than the required land contribution, the land needed in addition to the required contribution shall be reserved on the final plat for subsequent purchase by the City, Park District, or School District. The City, Park District, or School District shall acquire the land so designated by purchase or commence proceedings to acquire such land by condemnation within one year from the date of recording of the final plat; if the land is not so acquired or condemnation proceedings are not so commenced within said one year period, the land so designated may then be used by the owners thereof in any other manner consistent with the St. Charles Municipal Code and compatible with said subdivision. (Ord. 1989-M-58 § 1.)

#### **16.10.130 Condition of Park and School Sites**

Land Improvements within the subdivision adjoining park and school sites shall be provided and paid for by the Subdivider. In addition, park and school sites shall be fine graded, provided with a minimum of six (6) inches of topsoil, and seeded as part of the required land improvements, unless otherwise permitted by the City Council. Prior to commencing such work or any land improvements within a park or school site, the Subdivider shall furnish a policy or policies of insurance insuring both City and the park or School District, as the case may be, with coverage as approved by the City Council and Park District governing body or School District board of education, as the case may be. The Subdivider shall provide certificates to City and the school or Park District, as the case may be, showing City and such school or Park District as additional insureds. Such certificates shall provide for at least 30 days notice to City and such district prior to cancellation or modification in any respect. The failure to provide or maintain the insurance coverages or certificates as mentioned above shall be cause to stop construction and shall be cause for the refusal of issuance of construction and building permits or certificates of occupancy. (Ord. 1989-M-58 § 1.)

#### **16.10.140 Time of Conveyance**

The park and school sites required herein shall be conveyed to the appropriate park or School District grantee, as designated by the City, after City Council approval of the final plat and prior to the execution of the final plat of subdivision. The final plat shall not be executed by the mayor or recorded

until the governing body of the Park District or School District, as the case may be, executes a written acceptance of the conveyance. Such acceptance of the conveyance shall not be deemed to constitute acceptance for purposes of maintenance. The Subdivider shall be responsible for maintaining the park and school sites until the land improvements upon and adjoining such sites are accepted by the City Council. (Ord. 1989-M-58 § 1.)

**16.10.150 Payment of General Real Estate Taxes and Agricultural Rollback Taxes**

General real estate taxes and agricultural rollback taxes levied or which become due because of any conveyance, against the park or school site which is conveyed, shall be the responsibility and obligation of the grantor. Grantor shall furnish evidence of payment of these taxes or deposit the amount of those taxes in escrow with the title company furnishing the preliminary report of title, requiring payment of the taxes when they become due. After payment of the taxes, evidence of such payment shall be furnished to the City and the grantee. The amount of any general real estate taxes and/or agricultural rollback taxes for the year of conveyance shall be pro-rated to the date of the delivery of deed. The amount of the general real estate and agricultural rollback taxes shall be based on the assessor's latest known rate, value, and equalizer, if any, for the land being conveyed. (Ord. 1989-M-58 § 1.)

**16.10.160 Real Estate Conveyance Requirements**

All real estate conveyed to the School District or Park District pursuant to the provisions of this chapter is hereby designated "public land." The Subdivider shall furnish the City and the grantee with a survey of the public land to be conveyed and a commitment for title insurance from a title company licensed to do business in the state of Illinois, in the amount of the fair market value of such public land. If within thirty (30) days of receipt of the commitment, the City or grantee objects in writing to defects in the title, the Subdivider shall have thirty (30) additional days from the date of delivery of such written objections to cure such defects. All deeds of conveyance pursuant to this ordinance shall be recorded, at the Subdivider's sole expense, in the office of the recorder of deeds of the county in question. All conveyances pursuant to this chapter shall be accompanied by an appropriate affidavit of title, and shall be by warranty or trustee's deed subject only to the following:

- A. Acts done or suffered by, or judgments against the grantee, its successors, and assigns;
  - B. General taxes for the year of conveyance, and subsequent years;
  - C. Zoning and building laws and/or ordinances;
  - D. Public and utility easements of record which are reasonably acceptable to City and grantee;
  - E. Conditions and covenants of record as contained only in plats of subdivision approved by the City;
  - F. Rights-of-way for drainage ditches, feeders, laterals, and underground tile, pipe or other conduit;
  - G. Such other exceptions to title that City and grantee shall find acceptable.
- (Ord. 1989-M-58 § 1.)

**16.10.170 Real Covenant/Sale of Public Land**

- A. All conveyances of public land shall contain a restrictive covenant, in form approved by the City Council, running with and binding the public land conveyed, providing for the sole and continued use of said real estate as public land, subject to the provisions hereof, in perpetuity, unless the City Council approves the removal of said covenant. The owner of the public land and the City of St. Charles, their successors and assigns, shall have the right to enforce said restrictive covenant. In the event either the School District or Park District desires to sell any public land obtained under the provisions hereof, it shall first direct written notice, certified mail, return receipt requested, to the nonselling district and City. The written notice shall contain a legal description and plat of the public land and statement that the owner thereof desires to sell the public land described. Upon receipt of the written notice, the following options are provided and granted:

1. The nonselling district shall have the exclusive option to purchase the public land described, for the thirty-day period next following receipt of the notice;
  2. In the event the nonselling district fails to exercise its option within the thirty-day time period, the City shall have exclusive option to purchase the public land described, at no cost, for the thirty-day period next following expiration of the initial thirty-day period.
- B. Any option shall be exercised by directing written notice to the owner of the public land, certified mail, return receipt requested. In the event both the nonselling district and the City fail to exercise their options, the owner of the public land may, for a one-year period thereafter, sell the public land described in the written notice to any third party, subject to the requirements of law.
- C. In the event any public land is sold to a third party pursuant to the terms of this chapter, the restrictive covenant which binds the public land shall be released and removed by the City.
- D. The cash received by the School District as a result of the sale of public land shall be held in a separate trust account, and shall be used solely in accordance with the provisions of Paragraph 16.10.090 (E) above.
- E. The cash received by the Park District as a result of the sale of public land shall be held in a separate trust account, and shall be used solely in accordance with the provisions of Paragraph 16.10.090(C) above.

(Ord. 1989-M-58 § 1.)

**16.10.180 Private Recreational Areas In Lieu of Dedicated Park Land**

- A. Private recreation areas and facilities may reduce the demand for local public recreational services. At the option of the City Council, a portion of the public park site requirement may be provided in the form of private recreation areas. The extent of same shall be determined by the City Council, based upon the needs of the projected residents, the extent to which the private recreation areas are available for use by the residents of the subdivision, and available park land in the general area.
- B. In general, a substitution of private recreational areas for public park sites will require a substantially higher degree of improvement, such as the installation of recreational facilities and equipment by the Subdivider. Detailed plans of facilities to be installed shall be submitted with the preliminary plan and shall be subject to the review and approval of the City Council. Before any credit is given for private recreation areas, the Subdivider shall provide such guarantee that the private recreation areas will be permanently maintained for such use by the execution of such legal documents and the provision of such sureties as City shall request. (Ord. 1989-M-58 § 1.) (Ord. 1998-M-2 § 1.)

**RULES AND DEFINITIONS**

**Sections**

<b>16.12.010</b>	<b>Rules of Construction</b>
<b>16.12.020</b>	<b>Definitions</b>

**16.12.010 Rules of Construction**

The language set forth in the text of this Title shall be interpreted in accordance with the following rules of construction:

- A. The singular number includes the plural and the plural singular;
- B. The present tense includes the past and future tenses, and the future the present;
- C. The word "shall" is mandatory, while the word "may" is permissive; the masculine gender includes the feminine and neuter;
- D. Whenever a word or term defined hereinafter appears in the text of this Title, its meaning shall be construed as set forth in the definition thereof; and any word appearing in parenthesis, directly after a word herein defined, shall be construed in the same sense as that word;
- E. All measured distances, expressed in feet, tenths, and hundredths.

**16.12.020 Definitions**

The words and terms set out in Title 16, wherever they occur, shall be construed and defined as follows:

**Block.** Any tract of land bounded by streets or by a combination of streets and public land, parks, cemeteries, railroad, rights-of-way, shoreline or waterway, boundary lines of a municipality or any other barrier to the continuity of development.

**Building Permit.** Written permission issued by the City of St. Charles Department of Community Development for the construction repair, alteration or addition to a structure.

**Building Setback Line.** A line within a lot or other parcel of land, so designated on the preliminary plan, between which line and the adjacent street the erection of an enclosed structure is prohibited. (Ord. 1963-21 § 2(2) (part): Prior code § 11.002(2) (part).)

**Checklist.** A list of all necessary data and information required to be shown on or submitted along with each preliminary plan, engineering plan, or final plat, as appropriate. (Ord. 1963-21 § 2(2) (part): Prior code § 11.002(2) (part).)

**City.** The City of St. Charles, Kane and DuPage Counties, Illinois.

**Comprehensive Plan.** The official Comprehensive Plan for the City of St. Charles.

**Concept Plan.** Any and all information adequately delineating the concept of any proposed development as described in 16.04.060 Concept Plan.

**Contractor.** See Section 12.30.030, Definitions A. "Contractor"

**Cul-de-sac.** A minor street having one open end and being permanently terminated at the other by a vehicular turnaround. (Ord. 1963-21 § 2(2) (part): Prior code § 11.002(2) (part).)

**Dedication.** The conveyance of a property by its owner to another party.

**Demographic Study.** A study of the estimated ultimate population expected to be generated by a proposed development, based upon empirical historical data from similar developments. Such a study shall take into consideration demographic changes over time, dwelling types, number of bedrooms, and the number of pre-school children, school age (grades K-12) children, and adults.

**Designee.** A Staff member or person designated by the person with authority to carry out duties in their place.

**Director of Public Works.** The director of public works of the City. (Ord. 1963-21 § 2(2) (part).)

**Easement.** A grant by a property owner of the specific use of land by others. (Ord. 1963-21 § 2(2) (part): Prior code § 11.002(2) (part).)

**Engineering Design and Inspection Policy Manual.** The official design and inspection manual for all publicly owned, sanitary, water utilities, street and stormwater facilities providing public benefit, as approved by the City Council and amended from time to time.

**Estate Streets. Streets located in areas zoned “Residential Estate” per Title 17 “Zoning Ordinance. Roadways in areas zoned “Residential Estate” may be constructed without combination curb and gutter provided the flow velocity of water in the ditches will not exceed four feet per second.**

**Final Engineering Plan.** A set of plans, specifications, and calculations prepared by a registered engineer, showing in detail all data required in Section 16.06.060 Final Engineering Plans to construct land improvements.

**Final Plat of Subdivision.** A surveyor's plat of a proposed subdivision as described in Chapter 16.06.050 (Prior code § 11.002(2) (part): Ord. 1963-21 § 2(2) (part).)

**Improved Land.** Land located within a development which has been improved by installation of the required land improvements.

**Land Improvements.** Any sanitary sewer, storm sewer and water systems, including all appurtenances thereto, retention and detention basins, grading and surface drainage ways and facilities, curbs, paving, streets, street lighting, sidewalks, street signs, seeding, and tree plantings. (Ord. 1987-M-45 § 2; Ord. 1963-21 § 2(2) (part); prior code § 11.002(2) (part).)

**Land Improvement Agreement.** An acknowledgement executed by the Subdivider/Applicant accepting the responsibility for the installation of the Land Improvements as shown on the approved engineering plans and specifications. This acknowledgement shall include an agreement by the Subdivider/Applicant that he shall furnish qualified field supervision of the installation of all Land Improvements in the person of a registered engineer approved by the City.

**Licensed Professional Engineer.** A person holding a current license to provide professional engineering services in the State of Illinois.

**Lot.** A portion of a subdivision or other parcel of land intended as a unit for the purpose whether immediate or future, of transfer or ownership or for building development. (Ord. 1963-21 § 2(2) (part): Prior code § 11.002(2) (part).)

**Official Plan.** The composite of the functional and geographic elements of the official plan or any segment thereof, in the form of plans, maps, charts, and textural material, as adopted by the City. (Ord. 1963-21 § 2(2) (part): Prior code § 11.002(2) (part).)

**Owner.** Any individual, firm, association, partnership, corporation, trust, or any other legal entity having sufficient proprietary interest in the land sought to be subdivided to commence and maintain proceedings to subdivide the same under this Title. (Ord. 1963-21 § 2(2) (part): Prior code § 11.002(2) (part).)

**Park District.** The St. Charles Park District, Kane and DuPage Counties, Illinois, or any public Park District within which a development or part of a development is located.

**Person.** Any individual, firm, association, partnership, corporation, trust, or any other legal entity. (Ord. 1963-21 § 2(2) (part): Prior code § 11.002(2) (part).)

**Plan Commission.** The plan commission of the City. (Ord. 1963-21 § 2(2) (part).)

**Planned Unit Development (PUD).** A unified development of one or more tracts of contiguous land in a single ownership or unified where the specific requirements of a given zoning district may be modified if the application is processed under the planned unit development procedure of the zoning ordinance codified in Title 17. (Ord. 1979-M-41 § 1(b).)

**Preliminary Plat.** A surveyor's plat of a proposed subdivision (and related documents) as described in Chapter 16.06.030, "Preliminary Plat".

**Preliminary Engineering Plan.** A set of plans, specifications, and calculations prepared by a registered engineer, showing in detail all data required in Section 16.06.040, "Preliminary Engineering Plans".

**Protective Covenants.** Contracts entered into between private parties and constitute a restriction on the use of all private property within a subdivision for the benefit of property owners and to provide mutual protection against undesirable aspects of development which would tend to impair stability of values. (Ord. 1963-21 § 2(2) (part): Prior code § 11.002(2) (part).)

**Public Land.** Real estate to be conveyed pursuant to the provisions hereof and to be utilized by the City, School District, and/or Park District for uses including, but not limited to, parks, recreational sites, lakes, storm water retention and detention areas, public forest areas, municipal service areas, public utility substations, storage areas and well sites, public natural resource areas, public golf course areas, school building sites, playgrounds and other similar uses.

**Right-Of-Way.** See Section 12.30.030. Definitions H. "Right-Of-Way".

**School District.** Community Unit School District No. 303, Kane and DuPage Counties, Illinois, or any public School District within which a development or part of a development is located.

**Soil and Water Conservation District.** The Kane-DuPage Soil and Water Conservation District.

**Street, Arterials.** Any streets primarily for through traffic, usually on a continuous route moving large volumes of traffic. Arterials should remain free flowing with limited access.

**Street, Collector.** Streets serving the internal traffic movement within and between neighborhoods of the City, and connect Local Street with the arterials system.

**Street, Minor (Local).** Streets primarily for access to residences, businesses, residential lots, or other abutting property.

**Street width.** The shortest distance between lines delineating the right-of-way of a street. (Ord. 1963-21 § 2(2) (part); Prior code § 11.002(2) (part).)

**Subdivider and/or Applicant.** A record owner of the subject property, or a lessee, agent or contract purchaser with specific written authorization from the record owner, who commences proceedings under this Title. (Ord. 1963-21 § 2(2) (part); Prior code § 11.002(2) (part).)

**Subdivision.** 1) A described tract of land which has been or is to be divided into two (2) or more lots, parcels, or tracts, for the purpose, either immediate or future transfer of ownership, lease, or building development, including a resubdivision for any such purpose, and 2) A planned unit development involving one or more parcels of land. (Ord. 1987-M-45 § 3; Ord. 1979-M-41 § 1(a); Ord. 1963-21 § 2(2) (part); Prior code § 11.002(2) (part).)

**Traffic Study.** An engineering study that evaluates the impact of a subdivision proposal upon the existing and proposed transportation network. This study shall be performed by a Licensed Professional Engineer. The study typically contains documentation of existing and proposed conditions, evaluation of impacts and recommendations to mitigate impacts.

**Utility Capacity Study.** An engineering study that evaluates the impact of a subdivision proposal upon the existing and proposed utility networks. This study shall be performed by a Licensed Professional Engineer. The study typically contains documentation of existing and proposed conditions, evaluation of impacts and recommendations to mitigate impacts.

**Utility.** Public improvements intended for the transference of public services such as water and sanitary sewers.

## APPENDIX A FEES – SCHEDULE

The following schedule of fees is established for the filing of applications and review of all subdivision plats, and for the inspection of subdivision and PUD construction:

### Filing Fees (payable when application is filed):

Filing Fees are intended to cover the cost of providing information to the public about an application, distributing plans to City departments and other agencies, preparing agendas packets and minutes for the Plan Commission, City Council, and other applicable review bodies, and other administrative tasks.

The Subdivider shall pay the full filing fee for each category of petition or plan submitted as set forth in the following Fee Schedule. The fees set forth in the following fee schedule shall be in addition to those payable under any other provision of the St. Charles Municipal Code, as amended. Filing fees are payable upon filing of the application or petition.

Filing Fees for subdivisions and Planned Unit Developments that will be developed within the corporate limits of St. Charles:

Subdivision Concept Plan	No fee
Preliminary Plan of Subdivision (not a PUD)	\$500
Preliminary Plan of Subdivision or Resubdivision of a parcel of less than 3 acres (not a PUD)	\$300
Subdivision Final Engineering Plan	\$300
Final Plat (Subdivision or PUD)	\$300
Final Plat Minor Subdivision	\$300
PUD Concept Plan PUD Preliminary Plan PUD Final Engineering Plan	In accordance with Title 17 of the St. Charles Municipal Code (See Chapter 17.04 and Appendix B)

2. Filing Fees for subdivisions that will be developed outside the corporate limits of St. Charles, within the 1½ mile jurisdictional area:

Concept Plan (review of county application)	No fee
Preliminary Plan of Subdivision, 5 or more lots, with new public road construction	\$300
Preliminary Plan of Subdivision, 1 to 4 lots, with new public road construction	\$200
Preliminary Plan of Subdivision or Resubdivision, 1 to 4 lots, no new public road construction	No fee
Final Plat	\$300

**APPENDIX B  
FINAL PLAT OF SUBDIVISION CERTIFICATES (AS REQUIRED) AND EASEMENT  
PROVISIONS**

A. "SURVEYOR'S CERTIFICATE  
STATE OF ILLINOIS )  
COUNTY OF KANE ) ss.

"This is to certify that I, \_\_\_\_\_ Illinois Land Surveyor No. \_\_\_\_\_, have surveyed and subdivided the following described property:

"Given under my hand and seal at \_\_\_\_\_, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_."

Illinois Registered Land Surveyor  
No. \_\_\_\_\_ "

B. "OWNER 'S CERTIFICATE  
STATE OF ILLINOIS )  
COUNTY OF KANE ) ss.

"This is to certify that the undersigned is the owner of the land described in the annexed plat, and that he has caused the same to be surveyed and subdivided as indicated thereon, for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the style and title thereon indicated.

Also, this is to certify that property being, subdivided aforesaid, and to the best of the owner's knowledge and belief, said subdivision lies entirely within the limits of:

St. Charles Community Unit School District 303

\_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_."

C. "NOTARY CERTIFICATE  
STATE OF ILLINOIS )  
COUNTY OF KANE ) ss.

"I, \_\_\_\_\_, a notary public, in and for said county, in the state aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such owners, appeared before me this day in person and acknowledged that they signed and delivered the annexed plat as their own free and voluntary act for the uses and purposes therein set forth.

"Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, at \_\_\_\_\_, Illinois.

\_\_\_\_\_  
Notary Public

D. "COUNTY CLERK CERTIFICATE  
STATE OF ILLINOIS )  
COUNTY OF KANE ) ss.

"I, \_\_\_\_\_ County Clerk of Kane County, Illinois, do hereby certify that there are no delinquent general taxes, no unpaid forfeited taxes and no redeemable tax sales against any of the land included in the annexed plat.

"I further certify that I have received all statutory fees in connection with the annexed plat.

"Given under my hand and seal at \_\_\_\_\_, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

\_\_\_\_\_  
County Clerk

E. "CERTIFICATE AS TO SPECIAL ASSESSMENTS  
STATE OF ILLINOIS )  
COUNTY OF KANE ) ss.

"I do hereby certify that there are no delinquent or unpaid current or forfeited special assessments or any deferred installments thereof that have not been apportioned against the tract of land included in the plat.

\_\_\_\_\_  
Collector of Special Assessments

Dated at \_\_\_\_\_, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_."

F. "COUNTY ENGINEER'S CERTIFICATE

"This plat has been approved by the Kane County Engineer with respect to roadway access to \_\_\_\_\_ pursuant to ILCS Chapter 765 Paragraph 205/2.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_."

County Engineer

Dated at \_\_\_\_\_, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, .D. 20\_\_\_\_."

G. "PLAN COMMISSION CERTIFICATE  
STATE OF ILLINOIS )  
CITY OF ST. CHARLES ) ss.

"Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

CITY OF ST. CHARLES PLAN COMMISSION

\_\_\_\_\_  
Chairman

H. "DEVELOPMENT ENGINEERING DIVISION MANAGER (or Designee)  
CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KANE ) ss.

"I, \_\_\_\_\_, do hereby certify that the required improvements have been installed, or the required guarantee bond has been posted for the completion of all required land improvements.

\_\_\_\_\_  
Director of Public Works

Dated at \_\_\_\_\_, Illinois, this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_."

I. "CITY COUNCIL CERTIFICATE

"Approved and accepted this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_."

CITY COUNCIL OF CITY OF  
ST. CHARLES, ILLINOIS

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_"  
City Clerk

J. "SPECIAL FLOOD HAZARD AREA CERTIFICATE

"This is to certify that the parcels included in this record of deed {are/are not} located in the Special Flood Hazard Area identified for the {City/village/county} of \_\_\_\_\_, Illinois by the Federal Emergency Management Agency on the Flood Insurance Rate Map, Panel No. \_\_\_\_\_ Dated \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Illinois Registered Land Surveyor

No. \_\_\_\_\_ "

K. "MORTGAGEE'S CERTIFICATE

Accepted and approved by \_\_\_\_\_, as Mortgagee.

Dated at \_\_\_\_\_, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

By:

Attest: \_\_\_\_\_"

L. "ILLINOIS DEPARTMENT OF TRANSPORTATION  
STATE OF ILLINOIS )  
CITY OF ST. CHARLES ) ss.

This plat has been approved by the Illinois Department of Transportation with respect to roadway access pursuant of Section 2 of "An Act to revise the law in relation to plats," as amended. A Plan that meets the requirements contained in the Department's "Policy on Permits for Access Driveways to State Highways" will, be required by the Department

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

By: \_\_\_\_\_

M.

Please return the recorded Mylar to:

City of St. Charles  
2. E. Main Street  
St. Charles, IL 601714

## **PUBLIC UTILITY EASEMENT PROVISIONS**

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF ST. CHARLES AND TO ALL PUBLIC UTILITY COMPANIES OF ANY KIND OPERATING UNDER FRANCHISE GRANTING THEM EASEMENT RIGHTS FROM SAID CITY OF ST. CHARLES, INCLUDING BUT NOT LIMITED TO, AMERITECH AND NICOR AND TO THEIR SUCCESSORS AND ASSIGNS (HEREIN COLLECTIVELY REFERRED TO AS "GRANTEES"), IN, UPON, ACROSS, OVER, UNDER, AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "PUBLIC UTILITY EASEMENT" ON THE PLAT OF SUBDIVISION HEREON DRAWN FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RENEWING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING, AND MAINTAINING ABOVE GROUND AND UNDERGROUND ELECTRICAL SYSTEMS, CABLE TELEVISION, COMMUNICATION, GAS, TELEPHONE OR OTHER UTILITY LINES OR APPURTENANCES, SANITARY AND STORM SEWERS, DRAINAGE WAYS, STORM WATER DETENTION AND RETENTION, WATER MAINS AND ANY AND ALL MANHOLES, HYDRANTS, PIPES, CONNECTIONS, CATCH BASINS, BUFFALO BOXES AND WITHOUT LIMITATION, SUCH OTHER INSTALLATIONS AS MAY BE REQUIRED TO FURNISH PUBLIC UTILITY SERVICE TO ADJACENT AREAS TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE REAL ESTATE PLATTED HEREIN FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO MAKE ANY OR ALL OF THE ABOVE WORK. THE RIGHT IS ALSO HEREBY GRANTED TO SAID GRANTEES TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS THAT INTERFERE WITH THE OPERATION OF OR ACCESS TO SAID UTILITY INSTALLATIONS, WITHOUT LIMITATION, IN, ON, UPON OR ACROSS, UNDER, OR THROUGH SAID EASEMENTS. IN THE EVENT UTILITY MAINTENANCE IS PERFORMED WITHIN THE UTILITY EASEMENT, THE CITY OF ST. CHARLES WILL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION INCLUDING, BUT NOT LIMITED TO, THE RESTORATION, REPAIR, OR REPLACEMENT OF ANY LANDSCAPING PROVIDED, HOWEVER, THE GRANTEES SHALL BE OBLIGATED FOLLOWING ANY SUCH WORK, TO BACKFILL AND MOUND SO AS TO RETAIN SUITABLE DRAINAGE, REMOVE DEBRIS, AND LEAVE THE AREA IN GENERALLY CLEAN AND WORKMANLIKE CONDITION. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT THE EASEMENT AREAS MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, PAVING, FENCES, SIDEWALKS, CURBING, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE AFORESAID USES AND RIGHTS. WHERE AN EASEMENT IS USED FOR STORM OR SANITARY SEWERS, OTHER UTILITY INSTALLATIONS SHALL BE SUBJECT TO THE PRIOR APPROVAL OF SAID CITY OF ST. CHARLES SO AS NOT TO INTERFERE WITH THE GRAVITY FLOW IN SAID SEWER OR SEWERS. UTILITY INSTALLATIONS, OTHER THAN THOSE MANAGED BY THE CITY OF ST. CHARLES, SHALL BE SUBJECT TO THE APPROVAL OF THE CITY OF ST. CHARLES, AS TO DESIGN AND

LOCATION, AND ALL OTHER INSTALLATIONS ARE SUBJECT TO THE ORDINANCES OF THE CITY OF ST. CHARLES.

**PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS**

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

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

FOLLOWING ANY WORK TO BE PERFORMED BY THE GRANTEES IN THE EXERCISE  
APPENDIX B

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

## **STORMWATER DETENTION EASEMENT PROVISIONS**

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF ST. CHARLES AND TO THEIR SUCCESSORS AND ASSIGNS, IN, UPON, ACROSS, OVER, UNDER, AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "STORMWATER DETENTION EASEMENT" ON THE PLAT OF SUBDIVISION HEREON DRAWN FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RENEWING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING, AND MAINTAINING STORM SEWERS, DRAINAGE WAYS, STORM WATER DETENTION AND RETENTION AND ANY AND ALL MANHOLES, PIPES, CONNECTIONS, CATCH BASINS, AND WITHOUT LIMITATION, SUCH OTHER INSTALLATIONS AS MAY BE REQUIRED TO FURNISH STORMWATER DETENTION. THE RIGHT OF ACCESS ACROSS THE REAL ESTATE PLATTED HEREIN FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO MAKE ANY OR ALL OF THE ABOVE WORK. NO BUILDING SHALL BE PLACED ON SAID EASEMENT PREMISES WITHOUT PRIOR WRITTEN CONSENT FROM THE CITY OF ST. CHARLES. THE RESPONSIBILITY OF MAINTAINING THE DETENTION AREA EASEMENT SHALL BE BINDING ON THE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS OF THE LANDOWNERS. NO PERSON SHALL DESTROY OR MODIFY SLOPES OR OTHERWISE AFFECT THE DETENTION VOLUME WITHOUT HAVING FIRST RECEIVED WRITTEN APPROVAL FROM THE CITY OF ST. CHARLES. THE CITY SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO RESTORE ANY DETENTION VOLUME LOST THROUGH UNAUTHORIZED ACTIVITIES.

## **PUBLIC ACCESS EASEMENT**

PERMANENT NON-EXCLUSIVE EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF ST. CHARLES, IN, UPON, ACROSS, OVER, UNDER AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "PUBLIC ACCESS EASEMENT" ON THE PLAT OF SUDIVISION HEREON DRAWN, FOR THE PURPOSE OF ACCESS TO CITY OWNED UTILITIES AND OTHER GRANTED EASEMENTS, AS DEEMED NECESSARY BY THE CITY OF ST. CHARLES. THE RIGHT IS ALSO HEREBY GRANTED TO SAID CITY TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS THAT INTERFERE WITH THE OPERATION OF OR ACCESS TO SAID UTILITY OR EASEMENT. NO PERMANENT BUILDINGS SHALL BE PLACED IN SAID EASEMENT, BUT SAME MAY BE USED FOR SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES AND RIGHTS.

**APPENDIX C – LETTER OF CREDIT TEMPLATE**

**Performance Letter of Credit Template**  
*(FINANCIAL INSTITUTION LETTERHEAD)*

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_

BENEFICIARY: City of St. Charles (“City”)  
ATTN: Development Engineering Division Manager  
2 East Main Street  
St. Charles, IL 60174

FOR THE ACCOUNT OF: \_\_\_\_\_ *(Developer)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ *(Owner)* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AMOUNT OF CREDIT: \$ \_\_\_\_\_

EXPIRY DATE: \_\_\_\_\_

Ladies and Gentlemen:

We hereby open our Irrevocable Standby Letter of Credit in your favor available by your draft on us at sight, signed by the Director of Public Works, City of St. Charles, bearing the clause "Drawn under *(Name of Bank)* Letter of Credit No. \_\_\_\_\_ effective *(Date)*" accompanied by the following documents:

1. This original Letter of Credit and all amendment(s) thereto (if any).
2. A statement in duplicate signed by the Director of Public Works, City of St. Charles, reading as follows: "*(Name of Developer/Owner)* has failed to comply with any one or more of the following as such relates to the *(Name of Project)*":
  - a. The Land Improvement Agreement entered into by and between the City of St. Charles and *(Name of Developer/Owner)* on or about \_\_\_\_\_, 20\_\_;

b. Any other applicable Agreement entered into by and between the City of St. Charles and (*Name of Developer/Owner*) or applicable completion date for the Land Improvements (as defined in the St. Charles Municipal Code) set forth in the St. Charles Municipal Code.

The funds claimed under this Letter of Credit are for the payment of the cost of construction of improvements according to the engineering plans prepared by (*Name of Engineering Firm*) and dated (*Date of Plans*), together with any amendments thereto approved by the City and/or reimbursement to the City of expenses or other costs as set forth in the Land Improvement Agreement."

Demands may be presented either in person or via mail or overnight courier; provided, however that payment under such draw will only be effected after receipt of original documents by (*Name of Bank*). Original documents are to be sent to: \_\_\_\_\_ (*Address of Bank*).

No consent by (*Name of Developer/Owner*) shall be required in order for the City to make demand hereunder.

\_\_\_\_\_ (*Name of Bank*) agrees that this Irrevocable Letter of Credit shall not be reduced or discharged except upon receipt of a certificate from the Director of Public Works for the City of St. Charles, or his designee, certifying that this Irrevocable Letter of Credit may be reduced and the amount by which it may be reduced. The outstanding balance of this Irrevocable Letter of Credit shall be the face amount of this Irrevocable Letter of Credit less any amount which is discharged upon certification of the Director of Public Works, or his designee, provided, however, the outstanding balance of this Irrevocable Letter of Credit shall not be reduced to less than 115% of the Development Engineering Division Manager's estimate of the cost of completion of all remaining Land Improvements until the St. Charles City Council has accepted all of the aforementioned Land Improvements and the Director of Public Works, or his designee, has certified that the City Council has released this Irrevocable Letter of Credit.

It is a condition of this Letter of Credit that it shall be automatically extended, without amendment, for additional periods of one year from the present and each future expiration date, unless we notify you in writing via Certified Mail, Return Receipt Requested, at least ninety (90) days prior to any given expiry date that we have elected not to renew this Letter of Credit for such additional period of time. Upon receipt of such notice, you may draw hereunder by means of the following:

1. Sight draft in accordance with the terms of this Letter of Credit;
2. This original Letter of Credit, and all amendment(s) thereto (if any);
3. A statement, signed by the Director of Public Works, City of St. Charles, reading as follows:

"(*Name of Bank*) has elected not to renew Letter of Credit No. \_\_\_\_\_ beyond its present expiration date and (*Name of Developer/Owner*) has failed to supply us with an acceptable replacement Letter of Credit and/or other acceptable substitute collateral."

We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit shall be duly honored on presentation. In the event that we do not make payouts in accordance with this Letter of Credit and the City of St. Charles is required to file a lawsuit to compel compliance with this agreement and shall prevail, we will be obligated to pay to the City of St. Charles its expenses and costs of litigation including attorneys' fees.

The undersigned institution hereby represents and warrants to the City that it has the full power, right and authority to deliver this Irrevocable Letter of Credit, that the same is within all lending limits of such institution, is in full conformity with all state and federal law, and that the same is binding in accordance with its terms on the undersigned institution. All acts, requirements and other preconditions for the issuance of this Irrevocable Letter of Credit have been completed.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 ("UCP 600") and to the Uniform Commercial Code-Letters of Credit, 810 ILCS 5/5-101 et seq., as amended, as in effect in the State of Illinois (UCC). In the event of conflict between UCP 600 and the UCC, UCP 600 shall govern.

*(FINANCIAL INSTITUTION)*

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

ATTEST: \_\_\_\_\_

**BILL OF SALE**

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

ONE: Each and every part of a \_\_\_\_\_, as fully described in a certain set of plans and specifications attached hereto and incorporated herein as Exhibit "A".

TWO: The object of this Bill of Sale is to grant, sell, transfer and deliver to the CITY, with the exceptions noted, the ownership in all items of personalty, which comprise the \_\_\_\_\_ by SELLER to date within the CITY.

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

IN WITNESS WHEREOF, SELLER has signed and sealed this Bill of Sale at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SELLER)

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

ATTEST:  
  
\_\_\_\_\_

**Maintenance Letter of Credit Template**  
*(FINANCIAL INSTITUTION LETTERHEAD)*

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_  
DATE: \_\_\_\_\_, 20\_\_

BENEFICIARY: City of St. Charles ("City")  
ATTN: Engineering Dept.  
2 East Main Street  
St. Charles, IL 60174

FOR THE ACCOUNT OF: \_\_\_\_\_ *(Developer)*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and  
\_\_\_\_\_ *(Owner)*  
\_\_\_\_\_  
\_\_\_\_\_

AMOUNT OF CREDIT: \$ \_\_\_\_\_  
EXPIRY DATE: \_\_\_\_\_

Ladies and Gentlemen:

We hereby open our Irrevocable Standby Letter of Credit in your favor available by your draft on us at sight, signed by the Director of Public Works, City of St. Charles, bearing the clause "Drawn under *(Name of Bank)* Letter of Credit No. \_\_\_\_\_ effective *(Date)*" accompanied by the following documents:

1. This original Letter of Credit and all amendment(s) thereto (if any).
2. A statement in duplicate signed by the Director of Public Works, City of St. Charles, reading as follows: "*(Name of Developer/Owner)* has failed to comply with any one or more of the following as such relates to the *(Name of Project)*":
  - a. The Land Improvement Agreement entered into by and between the City of St. Charles and *(Name of Developer/Owner)* on or about \_\_\_\_\_, 20\_\_;
  - b. Any other applicable Agreement entered into by and between the City of St. Charles and *(Name of Developer/Owner)* or applicable completion date for the Land Improvements (as defined in the St. Charles Municipal Code) set forth in the St. Charles Municipal Code.

The funds claimed under this Letter of Credit are for the payment of the cost of construction of improvements according to the engineering plans prepared by (Name of Engineering Firm) and dated (Date of Plans), together with any amendments thereto approved by the City and/or reimbursement to the City of expenses or other costs as set forth in the Land Improvement Agreement."

Demands may be presented either in person or via mail or overnight courier; provided, however that payment under such draw will only be effected after receipt of original documents by (Name of Bank). Original documents are to be sent to: \_\_\_\_\_ (Address of Bank).

No consent by (Name of Developer/Owner) shall be required in order for the City to make demand hereunder.

\_\_\_\_\_ (Name of Bank) agrees that this Irrevocable Letter of Credit shall not be reduced or discharged except upon receipt of a certificate from the Director of Public Works for the City of St. Charles, or his designee, certifying that this Irrevocable Letter of Credit may be reduced and the amount by which it may be reduced. The outstanding balance of this Irrevocable Letter of Credit shall be the face amount of this Irrevocable Letter of Credit less any amount which is discharged upon certification of the Director of Public Works, or his designee, provided, however, the outstanding balance of this Irrevocable Letter of Credit shall not be reduced to less than 115% of the Development Engineering Division Manager's estimate of the cost of completion of all remaining Land Improvements until the St. Charles City Council has accepted all of the aforementioned Land Improvements and the Director of Public Works, or his designee, has certified that the City Council has released this Irrevocable Letter of Credit.

It is a condition of this Letter of Credit that it shall be automatically extended, without amendment, for additional periods of one year from the present and each future expiration date, unless we notify you in writing via Certified Mail, Return Receipt Requested, at least ninety (90) days prior to any given expiry date that we have elected not to renew this Letter of Credit for such additional period of time. Upon receipt of such notice, you may draw hereunder by means of the following:

4. Sight draft in accordance with the terms of this Letter of Credit;
5. This original Letter of Credit, and all amendment(s) thereto (if any);
6. A statement, signed by the Director of Public Works, City of St. Charles, reading as follows:

"(Name of Bank) has elected not to renew Letter of Credit No. \_\_\_\_\_ beyond its present expiration date and (Name of Developer/Owner) has failed to supply us with an acceptable replacement Letter of Credit and/or other acceptable substitute collateral."

We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit shall be duly honored on presentation. In the event that we do not make payouts in accordance with this Letter of Credit and the City of St. Charles is required to file a lawsuit to compel compliance with this agreement and shall prevail, we will be obligated to pay to the City of St. Charles its expenses and costs of litigation including attorneys' fees.

The undersigned institution hereby represents and warrants to the City that it has the full power, right and authority to deliver this Irrevocable Letter of Credit, that the same is within all lending limits of such institution, is in full conformity with all state and federal law, and that the same is binding in accordance with its terms on the undersigned institution. All acts, requirements and other preconditions for the issuance of this Irrevocable Letter of Credit have been completed.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 ("UCP 600") and to the Uniform Commercial Code-Letters of Credit, 810 ILCS 5/5-101 et seq., as amended, as in effect in the State of Illinois (UCC). In the event of conflict between UCP 600 and the UCC, UCP 600 shall govern.

*(FINANCIAL INSTITUTION)*

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

ATTEST: \_\_\_\_\_

**APPENDIX D – LAND IMPROVEMENT AGREEMENT**

LAND IMPROVEMENT AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between the City of St. Charles, Kane and DuPage Counties, Illinois, a municipal corporation of the State of Illinois, having its principal offices at 2 E. Main Street, St. Charles, Illinois (hereinafter called the "City") and \_\_\_\_\_ (hereinafter called "Developer").

WITNESSETH:

WHEREAS, on or about \_\_\_\_\_, 20 \_\_, Developer, as applicant, filed an application for \_\_\_\_\_ approval with respect to the property legally described on Exhibit "A", attached hereto which is, by this reference, incorporated herein ("Subject Realty") so as to permit the construction of \_\_\_\_\_; ("Project"); and,

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

NOW, THEREFORE, it is mutually agreed as follows:

1. Developer shall furnish, or cause to be furnished, at its own cost and expense, all the necessary materials, labor and equipment to complete the public and private onsite and offsite Land Improvements required by the St. Charles Municipal Code (the "City Code"), including but not limited to the following: Sanitary sewer, storm sewer and water systems, including all appurtenances thereto, retention and detention basins, grading and surface drainage ways and facilities, curbs, paving, streets street lighting, sidewalks, street signs, seeding, and tree plantings. All Land Improvements shall be constructed in accordance with the standards, specifications, and requirements of the City of St. Charles. Such Land Improvements are identified on the Final Engineering Plans ("Final Engineering Plans") prepared by \_\_\_\_\_, entitled \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_, and bearing the latest revision on date of \_\_\_\_\_ 20 \_\_, consisting of \_\_\_\_\_ sheets, together with any amendments thereto approved by the City, and shall be constructed in a good and workmanlike manner and in accordance with all pertinent ordinances and regulations of the City and/or other agreements between the City and Developer.

2. Attached hereto as Exhibit "B" is a complete cost estimate for the construction of the required Land Improvements. The City Code and/or any applicable ordinance or agreement

provides that the Developer shall collateralize its obligation to construct all required Land Improvements. The Developer shall submit a Letter of Credit issued by a sound financial institution authorized to transact business and maintaining an authorized agent for service in the State of Illinois. Such Letter of Credit shall contain such terms and provisions as may be acceptable to the City Attorney of the City and shall be deposited with the City prior to the approval of the Final Plat of Subdivision by the City.

Said Letter of Credit shall be in a principal amount of not less than one hundred fifteen percent (115%) of the Developer's engineer's estimate (the "Engineer's Estimate"), as approved by the Development Engineering Division Manager, of the costs of all required Land Improvements to be constructed.

The Letter of Credit may provide for its reduction from time to time, based upon the Development Engineering Division Manager's determination of the value of any of the Land Improvements installed. The Development Engineering Division Manager's recommendation shall not be subject to question by the Developer. In no event shall the Letter of Credit be reduced to an amount less than one hundred fifteen percent (115%) of the Development Engineering Division Manager's estimate of the cost of completion of all remaining Land Improvements. So long as any portion of the Land Improvements remain uncompleted or unaccepted, the Developer shall not permit the Letter of Credit to expire, but shall, at least ninety (90) days prior to its expiration date, cause said Letter of Credit to be renewed. Failure of the Developer to renew said Letter of Credit shall be a breach of this Agreement. Any language in the Letter of Credit with respect to its reduction shall be subject to the approval of the City Attorney. In no event shall the Development Engineering Division Manager's authorization for a reduction to the Letter of Credit constitute final acceptance of any of the Land Improvements.

In the event that the Developer requests an extension of time to complete the Land Improvements, as described in Section 7 below, the Developer shall submit a new Letter of Credit in an amount equal to the original Letter of Credit (minus any reductions described in the preceding paragraph) plus an additional amount equal to the percentage increase in the ENR: Engineering News-Record 20 Cities Construction Cost Index, published weekly by McGraw Hill Information Systems Co., from the date of the original Letter of Credit to the date of the extension granted by the City. In the event said index is no longer published, then the Consumer Price Index of the U.S. Department of Labor—Transportation Group, Chicago-Gary-Kenosha shall be used to calculate the increased amount. In no event shall the amount of the Letter of Credit be lower than the original amount, other than to reflect reductions described in the preceding paragraph. It shall be the Developer's responsibility to provide the appropriate documentation to the City regarding the index statistics.

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

4. Developer will pay to the City all plan review, inspection and other fees as required by the City's form of Reimbursement of Fees Agreement executed by the Developer or otherwise required by the City Code.

5. The Developer shall furnish the City with evidence of liability insurance in the amount of at least \$1,000,000/\$5,000,000 covering the construction activities of the Developer contemplated by this Agreement. Such insurance shall be written by a company rated by Best Reporting Service A VI or better. Such certificate of insurance shall be deposited before the commencement of any work by the Developer. The policy shall provide a thirty (30) day "prior notice of termination" provision in favor of the City. Should the Developer allow such liability insurance to terminate prior to the final acceptance of all of the Land Improvements, the City may have recourse against the Letter of Credit for funds sufficient to cause the liability insurance to remain in effect until the final acceptance of all of the Land Improvements.

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

7. Developer shall cause the Land Improvements to be completed, and as-built drawing tendered to the Development Engineering Division Manager, within two (2) years of the recording of the Final Plat of Subdivision for the Subject Realty, unless such time period is extended in writing by the City.

If work relating to the Land Improvements is not completed within the time prescribed herein, the City shall have the right, but not the obligation, to require completion by drawing on the Letter of Credit in addition to any other available remedies.

8. Upon completion of any Land Improvement and, further, upon the submission to the City of a certificate from the engineering firm employed by Developer stating that the said Land Improvement has been completed in conformance with this Agreement, the City Code, the final engineering Plans and Specifications relative thereto, any applicable agreements and all State and Federal laws and standards, the Development Engineering Division Manager shall, within twenty (20) days after the City receives the aforesaid certification from the Developer's engineer, either (i) recommend to the City's corporate authorities final acceptance of said Land Improvement, or (ii) designate in writing to Developer all corrections or alterations which shall be required to obtain a recommendation of final acceptance of said Land Improvement, specifically citing sections of the final engineering Plans and Specifications, the City Code or this Agreement, any applicable agreement or State or Federal law or standard, relied upon by said Development Engineering Division Manager. Should the Development Engineering Division Manager reject any Land Improvement, or any portion or segment thereof, for a recommendation of final acceptance, the Developer shall cause to be made to such Land Improvement such corrections or modifications as may be required by the Development Engineering Division Manager. The Developer shall cause the Land Improvement to be submitted and resubmitted as herein provided until the Development

Engineering Division Manager shall recommend final acceptance of same to the corporate authorities of the City and the corporate authorities shall finally accept same. No Land Improvement shall be deemed to be finally accepted until the corporate authorities shall, by appropriate resolution, finally accept same.

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

9. The Developer guarantees that the workmanship and materials furnished under the final Plans and Specifications and used in said Land Improvements will be furnished and performed in accordance with well-known established practices and standards recognized by engineers in the trade. All Land Improvements shall be new and of the best grade of their respective kinds for the purpose.

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

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

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

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

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

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

12. Developer shall be responsible for any and all damage to the Land Improvements which may occur during the construction of the Project irrespective of whether the Land Improvements damaged have or have not been finally accepted hereunder. Developer shall replace and repair damage to the Land Improvements installed within, under or upon the Subject Realty resulting from construction activities by Developer, its successors or assigns and its employees, agents, contractors or subcontractors during the term of this Agreement, but shall not be deemed hereby to have released any other party from liability or obligation in this regard.

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

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

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

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

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

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

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

20. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. City at:  
City of St. Charles  
2 E. Main Street  
St. Charles, Illinois 60174

B. Developer at:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

CITY OF ST. CHARLES

By: \_\_\_\_\_  
Mayor

ATTEST:

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

DEVELOPER

By:  
Its

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Its \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF KANE         )

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

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF KANE         )

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

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

## APPENDIX E Place Holder

APPENDIX F  
CHECKLISTS

DRAWING REQUIREMENTS / CHECKLIST

Preliminary Engineering Plans



          
N

          
Name of Subdivision      D

          
Date of Submission

**NOTE:** To properly execute this checklist, the developer or his engineer shall:

1. Insert the required information.
2. Denote compliance with applicable ordinances by placing his initials in all spaces where applicable.
3. Denote those items, which the Subdivider considers "not applicable" to this particular subdivision by checking the box marked "N/A."

**Format/Cover Sheet:**

<b>ITEMS TO BE INCLUDED</b>	<b>Included</b>		
	<b>Yes</b>	<b>No</b>	<b>N/A</b>
1. Appropriate number of copies of preliminary plan submitted	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Plans are prepared on 24-inch by 36-inch sheets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Plan scale is not less than 1" to 50'	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Minimum profile scale is 1" to 50' horizontal and 1" to 10' vertical	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. A title sheet is included with each set of preliminary plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Name of proposed subdivision is shown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Location given by town, range, section, or other legal description	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Name and address of owner, trust, corporation or Subdivider having control of project is shown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Name and seal of registered engineer or surveyor who prepared topographic survey is shown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Name and address of the designer of the plan is shown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. North direction is shown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Date of preparation and date of revision, if any, is shown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. A location map is included indicating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A. A scale of not less than 1" to 1000'	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Use of surrounding land	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Ownership of the surrounding land	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Alignment of existing streets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

E. Section and corporate lines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Boundary line of proposed subdivision is clearly shown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Total approximate acreage is shown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Existing zoning classification is indicated	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Existing Conditions:**

<b><i>ITEMS TO BE INCLUDED</i></b>	<b>Included</b>		
	<b>Yes</b>	<b>No</b>	<b>N/A</b>
A. Previously platted streets and other rights-of-way, with improvements, if any, indicating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. widths	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. names	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Railroad rights-of-way, indicating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. dimensions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Utility rights-of-way, indicating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. width	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Types	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. electric	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Parks and other open spaces indicating:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Easements, indicating:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. width	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Permanent buildings and structures, indicating:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. setback lines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. name of owners	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b><i>ITEMS TO BE INCLUDED</i></b>	<b>Included</b>		
	<b>Yes</b>	<b>No</b>	<b>N/A</b>
4. Location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Size	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Manholes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Material	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Invert elevation at manholes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. water mains, indicating:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. size	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. material	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. valves, indicating:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. valve manhole, or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. valve box	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. fire hydrants and auxiliary valves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. Culverts, indicating:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. type	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. size	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. material	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. invert elevations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. storm sewers, indication	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. size	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. material	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. catchbasins	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. invert elevations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K. Storm sewers, indicating:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. size	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. material	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. catchbasin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
L. Watercourses, indicating:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. type	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. high-water width and elevation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. width of easement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. location of easement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>ITEMS TO BE INCLUDED</b>	<b>Included</b>		
	<b>Yes</b>	<b>No</b>	<b>N/A</b>
5. location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. dimensions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. FEMA floodplain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. FEMA base flood elevations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. Rock outcrops, indicating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. dimensions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N. Monuments and survey markers, indicating:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. type	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>18. Topographic data is given in feet above mean sea level within the tract and to a distance of 100' beyond, indicating:</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A. Existing contours at vertical levels of not more than 2'	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Bench mark, indicating:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Description	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. elevation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>19. Soil Sampling and Testing reports used for compliance with IEPA CCDD</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>20. Soil bearing data is given, if required by Development Engineering, indicating</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A. Location of Tests	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Depth of Tests	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Soil bearing Capacity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Moisture content	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Proposes Conditions:**

<b>ITEMS TO BE INCLUDED</b>	<b>Included</b>		
	<b>Yes</b>	<b>No</b>	<b>N/A</b>
A. Layout of streets, indicating:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Collector streets, indicating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. 80' right-of-way width	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. 39' roadway width, back to back of curbs (residential)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. 44' roadway width, back to back of curbs (industrial)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Minor streets, indicating:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b><i>ITEMS TO BE INCLUDED</i></b>	<b>Included</b>		
	<b>Yes</b>	<b>No</b>	<b>N/A</b>
a. 32' roadway width, back to back of curbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Cul-de-sac street, indicating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. 66' right-of-way width	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. 33' roadway width, back to back of curbs (residential)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. 10' roadway width, back to back of curbs (industrial)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. The length does not exceed 500' unless there are less than 16 lots abutting the cul-de-sac street	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Terminus is circular, or nearly so, and right-of-way is at least 124' in diameter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Terminus roadway width is 91' in diameter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Through street shown extended to boundaries of subdivision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Stormwater runoff pattern on paving	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Names of streets:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Not duplicating the name of any street heretofore used in the City or its environs, unless the street is an extension of any already existing street, in which case the name shall be used	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Street improvement plan showing location of all new street improvements, including those to the centerline of previously dedicated rights-of-way abutting the subdivision, in accordance with present City standards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Utility easements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. 10' at the rear of each lot and 5' on all side yards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Purpose is indicated	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Centerline profiles of all streets showing gradients not less than 0.5 percent and not more than	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. 5.0 percent on collector streets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. 7.0 percent on minor streets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Location at approximately the center of blocks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Width not less than 8'	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Shrub or tree hedge at side boundary lines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Block layout, indicating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Blocks do not exceed 1200' in length	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Additional access ways to parks, schools, etc., are shown in accordance with the plan commission's requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Blocks fit readily into the overall plan of the subdivision, with due consideration given to:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b><i>ITEMS TO BE INCLUDED</i></b>	<b>Included</b>		
	<b>Yes</b>	<b>No</b>	<b>N/A</b>
a. lot planning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. traffic flow pattern	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. public open space areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. Lot layout, indicating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Lot dimensions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Lot areas, not less than those stipulated in the appropriate district regulations of the zoning ordinance (areas may be listed by schedule)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Building setback lines shown and properly dimensioned	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Proposed land use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Lot numbers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Corner lots are sufficiently larger than interior lots to allow maintenance of building setback lines on both street frontages and still allow a buildable width equal to that of the smallest interior lot in the block (minimum width 90')	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. All lots abut a publicly dedicated street for a distance not less than the minimum width of the lot	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Lots are as nearly rectangular in shape as is practicable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Lots are not less than 100' in depth, or 70' in width	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Lot lines are substantially at right angles to the street lines and radial to curved street lines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Double frontage lots only where	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. lots back upon an arterial street and front on an access street	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. topographic or other conditions make subdividing otherwise unreasonable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. lot can be made an additional 20' deeper than average	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. a protective screen planting is indicated on one frontage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. additional width and depth to provide an acceptable building site	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. width of easement is at least 15' wider on each side of watercourse at high-water level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Due regard for natural features, such as:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Trees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Watercourses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Historic item	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Other similar conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I. Areas intended to be dedicated for public use, indicating:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Plan conforms to general development plan of the City	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b><i>ITEMS TO BE INCLUDED</i></b>	<b>Included</b>		
	<b>Yes</b>	<b>No</b>	<b>N/A</b>
2. Acreage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. Source of domestic water supply, indicating:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Connection to existing water mains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K. Provision for sewage disposal, indicating:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Connection to existing sanitary sewer mains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
L. School sites, indicating:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Dimensions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Acreage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. Topographic information, indicating:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Proposed changes in elevation, 2' minimum contours	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Stormwater storage facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. normal water level (NWL)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. high water level (HWL)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. emergency overflow elevation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. storage volumes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. overflow routes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N. Sanitary sewer layout, indicating:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Size	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Invert elevations at manholes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Manhole locations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
O. Water main layout, indicating:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Size	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Fire hydrants, spaced not more than 400' apart	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P. Storm sewer layout, indicating:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Catchbasins at not more than 600' intervals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Stormwater is not carried across or around any intersection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Surface water drainage pattern for each individual lot and block	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q. Street light layout, indicating:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Locations and typical street light detail, or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Statement by Subdivider that street lights will be installed in accordance with City standards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b><i>ITEMS TO BE INCLUDED</i></b>	<b>Included</b>		
	<b>Yes</b>	<b>No</b>	<b>N/A</b>
F. Protection against obstruction of drainage easements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Typical street cross section, showing base construction, surfacing, concrete curb and sidewalk in accordance with the land improvements ordinance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. Indication that sidewalks will be installed along all lot lines coincidental with street rights-of-way	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. Indication on drawings or by certificate that Subdivider is aware of his responsibility for installation of street signs, and for seeding and tree planting in all parkways.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25. Stormwater Management Report	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A. Narrative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Methodology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Required volume and proposed volumes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Existing release rate and proposed release rate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Overland flow route water surface elevations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Watershed and sub-watershed delineation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Basin sizing calculations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. Release structure / restrictor design calculations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I. Wetland inventory and Wetland Delineation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Completed by: \_\_\_\_\_

*Name*

\_\_\_\_\_

*Title*

\_\_\_\_\_

*Organization / Company*

\_\_\_\_\_

*Date*

Reviewed by: \_\_\_\_\_

*Name*

\_\_\_\_\_

*Title*

\_\_\_\_\_

*Organization / Company*

\_\_\_\_\_

*Date*



setup of a surveyor's level;			
9. Delineation is shown of all easements necessary to serve all lots with underground and over head utilities, and to allow for perpetual maintenance of these facilities;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Sanitary Sewer Improvements:**

<b>ITEMS TO BE INCLUDED</b>	<b>Included</b>		
	<b>Yes</b>	<b>No</b>	<b>N/A</b>
10. An authorized Illinois Environmental Protection Agency Permit for the sanitary sewer extension accompanies the plans;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Sanitary sewer plans and specifications are complete and conform to the standards and requirements of City of St. Charles Engineering Design and Inspection Policy Manual as revised or superseded and denote all of the following:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A. All properties in the subdivision are served and house service connections are provided,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. The minimum size main is 8 inches I.D.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. The plan conforms to the overall City plan for any trunk sewers traversing the subdivision,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. The distance between manholes does not exceed 400 feet,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. The invert elevation of each manhole is shown,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. The grade of each section of sewer is shown by percentage in accordance with accepted engineering practice,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Extra strength pipe and extra strength manhole wall construction is specified and shown on the plans and in the estimate of quantities where the depth of installation exceeds 12 feet,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. Profile of existing and proposed ground surfaces,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I. Risers are shown for individual house service laterals where depth of main exceeds 12 feet,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. Pipe joints are of permitted type,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K. Minimum manhole cover weights are correct:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. 540 pounds in collector streets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. 400 pounds in minor and cul-de-sac streets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. 335 pounds in rear lot easements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
L. Specifications include provisions for checking of infiltration or exfiltration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. Standard details are shown and include:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Standard manhole	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Drop Manhole	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Standard Manhole	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Standard riser	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5. Standard Service Installation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Concrete cradle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Water main Improvements:**

<b><i>ITEMS TO BE INCLUDED</i></b>	<b>Included</b>		
	<b>Yes</b>	<b>No</b>	<b>N/A</b>
12. An authorized Illinois Environmental Protection Agency permit for the water main installation accompanies the plans;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Water distribution plans and specifications are complete and conform to City of St. Charles Engineering Design and Inspection Policy Manual as revised or superseded, and include all of the following:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A. All properties in the subdivision are served and provisions are made for service connections within the property lines,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. The minimum size main is 8 inches I.D., 6" for hydrant leads,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. The plan conforms to the City's overall plan for any trunklines which might traverse the subdivision,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Valve and hydrant spacing and location conform to the approved preliminary plan,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Material and joint specifications comply with the City's standards,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Specifications include provisions for testing and sterilization of all new water distribution facilities,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Standard details are shown and include the following:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Valve manhole	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Standard cover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Standard hydrant installation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Roadway, Storm Sewer, & Grading Improvements:**

<b><i>ITEMS TO BE INCLUDED</i></b>	<b>Included</b>		
	<b>Yes</b>	<b>No</b>	<b>N/A</b>
14. Street plans, including storm sewers, are complete and conform to the City of St. Charles Engineering Design and Inspection Policy Manual as revised or superseded, and include all of the following:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A. The location of streets and width of pavements conform to those indicated on the approved preliminary plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Plan shows curb, gutter and sidewalk locations, and include the following information:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Corner curb radius is not less than 16 feet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Curve data for all horizontal curves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Direction of flow along all curbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. No surface water is carried across or around any street intersection, nor for a distance greater than 600 feet.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Cross sections are submitted as necessary to indicate feasibility of proposed street elevations in relation to adjacent lot elevations, and include sidewalk location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>ITEMS TO BE INCLUDED</b>	<b>Included</b>		
	<b>Yes</b>	<b>No</b>	<b>N/A</b>
1. Catchbasin invert elevations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Minimum pipe size is 12 inches I.D. (except that a lead from a single inlet may be 10 inches I.D.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The grade of each section of sewer is shown by percentage in accordance with accepted engineering practice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Storm sewer elevations do not conflict with any other underground utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Storm sewer is connected with an adequate outfall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Curve data is given for vertical road curves,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. The storm sewer system is designed to provide sufficient capacity for the draining of upland areas contributing to the storm water runoff on the street	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Storm sewer design computations are submitted with plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. A surface water drainage pattern is shown for each block	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Material specifications comply with City standards and include:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. paving base materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. paving surface materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. concrete	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. pipe materials,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Typical cross sections and details include the following:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. collector street	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. minor or cul-de-sac street	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. concrete curb and gutter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. concrete sidewalk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. standard manhole	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. standard cover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. catchbasin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Street light plans are complete and conform to The City of St. Charles Engineering Design and Inspection Policy Manual as revised or superseded, and include the following:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A. Pole locations,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Spacing,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Average maintained foot-candle illumination (calculated),	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Control system and wiring diagram,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

E. Typical section showing:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Type of base and pole	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Bracket or arm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Luminaire, indicating type of lamp and wattage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Mounting height	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>ITEMS TO BE INCLUDED</b>	<b>Included</b>		
	<b>Yes</b>	<b>No</b>	<b>N/A</b>
F. Removal of stumps, trees that cannot be saved, boulders, and all other similar items,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Grading, installation of topsoil, and seeding or sodding,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. Planting of trees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Street signs are shown to be installed, at all street intersections not previously marked, in accordance with The City of St. Charles Engineering Design and Inspection Policy Manual as revised or superseded.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Stormwater Management:**

<b>ITEMS TO BE INCLUDED</b>	<b>Included</b>		
	<b>Yes</b>	<b>No</b>	<b>N/A</b>
17. Stormwater Management Report	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A. Narrative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Methodology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Required volume and proposed volumes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Stage storage chart on detention pond grading plan identifying, elevation, proposed volume and as-built volumes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Existing release rate and proposed release rate,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Overland flow route water surface elevations,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Watershed and sub-watershed delineation,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Basin sizing calculations,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. Release structure / restrictor design calculations,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I. Wetland inventory and Wetland Delineation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Completed by: \_\_\_\_\_  
Name

Reviewed by: \_\_\_\_\_  
Name

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*Title Title*

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*Organization / Company*

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*Date*

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*Organization / Company*

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*Date*

DRAWING REQUIREMENTS / CHECKLIST  
*Record Drawings (As-built Drawings)*

**THE RECORD DRAWINGS SHALL BE PREPARED BY THE ORIGINAL DESIGN ENGINEER AND INCLUDE THE COMPLETE SET OF APPROVED FINAL ENGINEERING DRAWINGS AND SHALL INCLUDE THE FOLLOWING INFORMATION:**

**General:**

- All sheets in approved Final Engineering Drawings shall be submitted and labeled as “Record Drawings” and dated.
- One (1) paper set of as-built drawings shall be submitted for review and comment.  
*Once the as-built plans are approved*
  - o *One (1) CD containing all electronic AUTOCAD (.dwg) or Microstation (.dgn) design file drawings,*
  - o *One (1) set of signed and sealed mylars of approved as-built drawings, and*
  - o *One (1) paper set of signed and sealed of approved as-built drawings for final record keeping shall be submitted.*
- Plans shall be signed and sealed by a Registered Professional Engineer with the following certificate.

**STATEMENT OF OPINION**

Pursuant to the St. Charles Municipal Code, I \_\_\_\_\_, a registered Professional Engineer in the State of Illinois, hereby declare that these “Record Drawings” pertaining to (water main, sanitary sewer, storm sewer) (storm water management) (outdoor lighting) consisting of Sheets \_\_\_\_\_ and \_\_\_\_\_ included herewith, have been prepared for a certain project know as \_\_\_\_\_ and contain information as obtained by the surveyor, \_\_\_\_\_, and the contractor, \_\_\_\_\_.

It is my professional opinion that these “Record Drawings” adequately depict the Record Drawing Information required by the City of St. Charles and substantiate that the improvements constructed as part of this project will function in substantial conformance to the design intent of the approved Engineering Plans.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Illinois Registration Number: \_\_\_\_\_

(SEAL)

- Plans shall note what record information is being submitted and the date of preparation.

- All utilities shall be labeled either as “Private” or “Public”. It shall be noted somewhere on the as-built plans that “Private utility mains shall not be maintained by the City of St. Charles”.

### **Streets / Roadways:**

- T/C, center line, T/C grades at 50-foot centers.
- Verify grading in cul-de-sacs and at curb returns/intersections by comparing proposed and existing elevations at locations shown on Final Plans.
- Note extent of sidewalk construction at the time of drawing preparation.
- Note whether surface course is placed at time of drawing preparation.

### **Storm Sewers:**

- Note changes in alignment or size of sewers or manholes due to field changes. Cross out approved conditions and add existing conditions.
- Rim and invert elevations for all pipes entering a structure. Cross out approved conditions and add existing information.
- Calculate revised pipe slopes and note on the plans.
- Denote location of stubs for sump service connections.

### **Detention Pond / Drainage**

- Provide as-built topography for stormwater management basins (one {1} foot contour). ***Complete stage storage chart on the stormwater management basin as-built that compares the proposed stage storage volumes with as-built volumes.***
- Verify restrictor size and elevation. Cross out approved conditions and add existing conditions.
- Verify emergency overflow size and elevation. Cross out approved conditions and add existing conditions.
- Verify overflow swales and major drainage route grading by comparing approved and existing spot elevations.

- Provide revised calculations, includes modeling of As-built conditions, for any variances to the approved Final Engineering plans depicting that minimum detention volumes have been obtained or exceeded.

**Sanitary Sewers:**

- Note changes in alignment or size of sewers or manholes due to field changes. Cross out approved conditions and add existing conditions.
- Rim and invert elevations for all pipes entering a structure. Cross out approved conditions and add existing information.
- Calculate revised pipe slopes and note on the plans. Note size and location of services with a distance to nearest manhole.

**Water Main:**

- Note changes in alignment or size of mains due to field changes. Cross out approved conditions and add existing conditions.
- Rim and top of pipe elevations for all pipes entering a structure. Cross out approved conditions and add existing information.
- Note size and location of B-Boxes with two (2) physical ties to (in order of preference):
  - a) An above-ground physical element, i.e., fire hydrant, light pole, building corner.
  - b) A manhole or Valve Vault.
  - c) Property corners.

**Electric:**

- Location of streetlights and routing of cables feeding to transformers or secondary pedestals.

**Other Utilities (Gas, Phone, Cable):**

- Location and routing of utilities servicing development.

**12.30-1 Chapter 12.30**  
**STREET IMPROVEMENTS**

Sections:

- 12.30.010 Purpose.
- 12.30.020 Other Permits
- 12.30.030 Definitions
- 12.30.040 Applicability
- 12.30.050 Standards for Street Design
- 12.30.060 Standards for Street Construction
- 12.30.070 Certification of Documents
- 12.30.080 Street Improvement Required Information/Procedure - Preliminary Plans and Engineering Plans
- 12.30.090 Final Plat - Plat of Dedication - Fees - Collateral
- 12.30.100 Variances
- 12.30.110 Responsibility
- 12.30.120 Interpretation
- 12.30.130 Arrogation and Greater Restrictions
- 12.30.140 Disclaimer of Liability
- 12.30.150 Penalty
- 12.30.160 Corrective Actions

**12.30.010 Purpose**

The purpose of the chapter is to provide standards for designing and constructing street improvements to enhance the safe passage of vehicular and pedestrian traffic; and to regulate, guide and control the development of street designations in such a manner as to manage and control traffic volumes, and the design and construction of street systems.

**12.30.020 Other permits**

Before starting any of the work regulated by this chapter, an applicant shall comply with the provisions of this Chapter and all other applicable provisions of the St. Charles Municipal Code relating to the submission and approval of preliminary and final subdivision plats, improvement plans, building and zoning permits, inspections, appeals and similar matters, and such State and Federal Statutes and Regulations as may be applicable.

**12.30.030 Definitions**

For the purposes of this chapter the following definitions are adopted:

- A. **Contractor.** The individual, firm, partnership or corporation contracting with the developer for the construction of prescribed work.
- B. **Developer.** The individual, firm, partnership or corporation planning, initiating and/or managing the street improvement which may be the owner of the land on which the improvement is being constructed.
- C. **Curbing.** The portion of the street improvement primarily constructed to direct surface storm water to a collection point.
- D. **Materials.** Any substances specified for use in the construction of the street improvement and its appurtenances.

- E. **Median.** The portion of a divided street separating the traveled ways for traffic in opposite directions.
- F. **Pavement Structure.** The combination of base, and surface course materials placed on a subgrade to support the traffic volume and weight for distribution to the roadbed.
- G. **Plans.** The plans view, profiles, cross sections, working drawings and supplemental drawings, or exact reproduction thereof, which shows the location, character, dimensions and details of the work to be done.
- H. **Right-of-way.** A strip of land occupied or intended to be occupied by a street, sidewalk and/or railroad, and by electrical transmission lines, oil or gas pipelines, water mains, sanitary or storm sewer mains, trees, and/or for other special uses. The usage of the term "right-of-way" for land-platting purposes shall mean that every right-of-way hereafter established and shown on a final plat is to be separate and distinct from the lots or parcels adjoining such right-of-way and not included within the dimensions or areas of such lots or parcels. Rights-of-way intended for streets, crosswalks, water mains, sanitary sewers, storm drains, trees, or any other use involving maintenance by a public agency shall be dedicated to public use by the make of the plat on which such right-of-way is established.
- I. **Roadbed.** The graded portion of a street within side slopes, prepared as a foundation for the pavement structure and shoulders or curbing.
- J. **Roadway.** The portion of the right-of-way within limits of construction.
- K. **Shoulder.** The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.
- L. **Sidewalk.** That portion of the right-of-way primarily constructed for the use of pedestrians.
- M. **Storm Drainage System.** Shall include but not be limited to storm sewer piping, catch basins, manholes, inlet grates and related appurtenances capable of collecting and transporting a 10-year storm frequency based on ISWS Bulletin 70 (dated 1989) rainfall intensities without street flooding or damage to property.
- N. **Street.** That portion of the roadway primarily constructed for use of vehicles.
- O. **Street Improvements.** Any work related to maintaining safe pedestrian and vehicular traffic, and enhancement of the right-of-way.
- P. **Subgrade.** The top surface of a roadbed upon which the pavement structure and shoulders are constructed.
- Q. **Utility.** The privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with the highway drainage, and other similar commodities, including combined antenna television cables and equipment, and publicly owned fire and police signal systems and street lighting systems, which directly or indirectly serve the public or any part thereof. The term "utility" as the context shall require, shall also mean the utility company, inclusive of any wholly owned or controlled subsidiary.
- R. **Work.** Work shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the project. (Ord. 1993-M-52 § 1.)

### 12.30.040 Applicability

This chapter shall apply to all subdivisions, Planned Unit Developments and Plats of Dedication for Streets, where an engineering plan is approved after the effective date of this chapter. This chapter shall also apply to an unsubdivided parcel of land or to a portion or all of subdivided area where street improvements are proposed.

## **12.30.050 Standards for Street Design**

### **A. General Requirements**

1. All streets shall be properly integrated with the existing and proposed systems of thoroughfares and dedicated right-of-way as established on a city designated official map and/or a city adopted comprehensive plan.
2. Rights-of-way and all road geometry shall be designed in accordance with the designations found in the Comprehensive Plan and shall conform to the following minimum width dimensions as stated in Table I of the Engineering Design and Inspection Policy Manual.
3. No half width street improvements shall be permitted.
4. The name of any street already used in the city or its environs, unless the street is an extension of an already named street or part of a through street.
5. All through streets street shall be extended to the boundaries of the subdivision.
6. All street widths are measured from back to back of curbs, except Residential Estate area roadways, which are measured from edge to edge of driving surface.
7. Provisions shall be made for serving lots abutting a residential access street, or backing lots to the residential collector and a major street with a screen planting and/or fence contained in a non-access reservation along the rear property line.
8. Street signs shall be installed by the developer in accordance with current City standards. Should the City need to install any signs the developer shall be required to pay for the costs, including labor and materials, for these sign installations.

### **B. Street Layout and Design**

1. All streets shall be properly related to special traffic generators such as industries, business districts, schools, churches, and shopping centers; to population densities; and to the pattern of existing and proposed land uses.
2. Minor or local streets shall be laid out to conform as much as possible to the topography, to discourage use by through traffic, to permit efficient drainage and utility systems, and to require the minimum number of streets necessary to provide convenient and safe access to property. (Ord. 2003-M-98 § 1; Ord. 1998-M-39 § 1; Ord. 1998-M-23 § 1; Ord. 1989-M-55 § 1.)
3. Intersections
  - a The intersection of two streets shall form a 90 degree angle where the centerlines cross along tangent sections for each street. Where one of the street alignments is a horizontal curve, the tangent of the second street shall pass through the curve center of the intersecting street. At no time shall two curved streets intersect. See Table I in the Engineering Design and Inspection Manual for all Right-of-way width and pavement dimension requirements.
  - b Street intersections shall be designed to encourage safe and efficient traffic flow. The intersection of more than two streets shall be avoided. Should specific conditions of design indicate that the intersection of more than two streets is necessary; the developer shall obtain approval from the Director of Public Works prior to proceeding with Final Engineering Plans.
4. Cul-De-Sacs
  - a No cul-de-sac street shall be more than five hundred feet (500') in length measured along its centerline from the street of origin to the end of its right-of-way, unless there are less than sixteen lots abutting the cul-de-sac street.
  - b Each cul-de-sac shall have a terminus of nearly circular shape with a minimum diameter of one hundred twenty feet (120').
5. Combination concrete curb and gutter shall be constructed as part of the pavement, except for streets in areas zoned "Residential Estate" per Title 17, "Zoning." Roadways in areas zoned "Residential Estate" may be constructed without combination curb and gutter provided the flow velocity of water in the ditches will not exceed four feet per second.

## 12.30.060 Standards for Street Light Systems

### A. General Requirements:

1. Street light will be installed by Developers, including conductors, poles and fixtures, at all intersections and cul-de-sacs and at other locations, as necessary, along the city streets, in accordance with Standard Drawing No. 2 or No. 3.
2. Developers shall be responsible for the design and installation of all street lighting systems within the city in full compliance with all applicable standards for performance necessary to ensure the security and safety of the public.
3. The city shall have the right to review street lighting system designs submitted by Developers, in advance of such street light system installations, and to make modifications it considers necessary to ensure that the lighting systems are designed in compliance with the city's own requirements and standards of construction.
4. Developers shall pay for all of the costs of construction, including labor and materials, as necessary for the successful installation of street lighting systems installed under the terms and conditions of this Ordinance.
5. Variations from the requirements included as part of the Standard Drawings may be granted if in accordance with prudent engineering practices and if approved, in advance and in writing, by the Director of Public Works or his designee, and the City Council.
6. Developers shall assume complete responsibility for the maintenance of developer-installed street lighting systems for a period of one-year from the date of initial energization.
7. After developer-installed lighting systems are installed and working for a full year, the City shall perform an end-of-year inspection of such facilities. If the City determines, during the course of the inspection of such facilities, that such systems are fully functional and operational, and in full compliance with the City's standards, the City shall have the right, but not the obligation, to retain ownership of such facilities, including perpetual responsibility for maintenance.

### B. Standards of Construction All new street lighting systems installed within the city shall be designed and installed in accordance with the following general standards:

1. Street lighting systems shall be designed in compliance with all applicable standards for performance necessary to ensure the security and safety of the public.
2. The conductors for all new street lighting systems shall be installed exclusively underground.
3. Street lighting system lighting standards shall be installed at or near lot lines or property lines, as the case may be, in an effort to keep the lighting standards as close as is practical to the source of power.
4. Developer shall make all reasonable efforts, in the design of street lighting systems, to avoid the crossing of streets, sidewalks and driveways with lighting conductors.
5. The Director of Public Works or his designee shall have the option of selecting Option No. 1 or Option No. 2 for the basic standard and luminaire selection for any new Development in accordance with the standards hereinafter set forth:

### C. Street Light Additions in Existing Overhead Areas

This provision allows for the addition of street lights in existing overhead areas and may be of either standard street light design (STD. DRW. No. 2 or STD. DRW. No. 3) or may be mast arm mounted on a wood pole as determined by City staff and other facilities in the area. New light must be installed within City rights-of-way, along streets or alleys.

1. If the new light is requested by a resident, the resident must obtain written approval from all other property owners within 300 feet of the location of the light. The cost of the light will be divided equally between the City and the requesting property owner/owners. The energy and maintenance will be supplied by the City as with other street lights.

2. If the new light is requested by the City (by the Director of Public Works or designee) for security or other reasons, City staff will determine the appropriate location and type of street light and install at City's expense. Resident approval is not required by City requested lights.

**Option No. 1: As detailed in Standard Drawing No. 2. 12.30.050 (L)**

**Option No. 2: As detailed in Standard Drawing No. 3. 12.30.050 (L)**

### **12.30.070 Traffic Signals**

The city may require the developer to install traffic signals at intersections in accordance with design standards of the Illinois Department of Transportation. Should traffic signals not be warranted immediately, but in the future not to exceed five years after 100% build out of the platted area, or if the intersection is not part of a subdivision plat within five years following the recording of the plat of street dedication, at the election of the city, the city and developer shall enter into a signalization agreement, whereby the developer or a designated special service area would at a future date pay a portion of the cost of traffic signals. The need for traffic signals will be based upon Illinois Department of Transportation warrant standards.

### **12.30.080 Storm Drainage System**

Storm Drainage Systems shall be installed including appropriate stormwater retention and detention facilities in accordance with Titles 16 and 18 of the St. Charles Municipal Code. The proposed storm drainage system shall discharge into an existing storm sewer or drainage way such that the existing system has adequate capacity for the additional flow and adequate provisions shall be made for surface overflow when the capacity for the additional flow and adequate provisions shall be made for surface overflow when the capacity of the storm drainage system is exceeded to ensure that buildings are not flooded or threatened by flooding.

### **12.30.090 Median and Parkway Areas**

Median and parkway areas shall provide for drainage to the storm drainage system. Street trees shall be placed along the right-of-way in accordance with Chapter 12.20 "Trees and Shrubs" of the St. Charles Municipal Code. The parkway shall be top-soiled and seeded, or sodded.

- A. **Land Strips.** The creation of land strips for landscaping or other purposes shall not be permitted adjacent to a proposed street right-of-way in such a manner as to deny access from adjacent property to such street right-of-way.
- B. **Disposal of Excess Material**
  1. Disposal of excess material, excluding topsoil, shall be the responsibility of the contractor. Regarding excess topsoil, the city may elect to have the contractor, with developer approval, stockpile this material for municipal use at a later date. (Ord. 1993-M-51 § 1.)
  9. All parkways within the right-of-way shall be cleared of all stumps, rocks, trees that cannot be saved and construction debris and shall be graded with a minimum of four inches of topsoil and seeded or sodded.

### **12.030.100 Temporary Turn Around**

All temporary dead-end streets, a temporary T-shaped or circular turnaround is required at the street end. If no curb cuts for driveway access or other access are intended and if in accordance with generally accepted engineering principles no safety or maintenance problems are apparent as determined by the

director of public works, the director may waive the turnaround requirement. The turnaround surface shall be constructed of asphalt or concrete materials.

#### **12.30.110 Certification of Documents**

All computations, plans and specifications prepared for compliance with this chapter shall be certified by a registered professional engineer, and a copy thereof submitted with the engineering plans for the street improvement.

#### **12.30.120 Preliminary Engineering Plans and Final Engineering Plans**

Preliminary and Final Engineering Plans are required for the (re)construction of all new or existing streets. Submitted plans shall conform with the requirements established in Sections 16.06.060 and 16.06.070 of Title 16 of the City's Code of Ordinances

#### **12.30.130 Plats of Dedication - Fees - Collateral**

- A. The developer shall submit to the city a final plat for street improvements in accordance with the requirements of Title 16 of the St. Charles Municipal Code for all subdivisions and planned unit developments. The developer shall submit a plat of dedication for all other types of proposed streets and in accordance with all appropriate Illinois Compiled Statutes.
- B. The developer shall pay the city for all costs incurred in relation to the street improvement project including the following:
  1. Engineering review of the preliminary and final engineering plans, and construction inspection
  2. Court reporter fees.
  3. Recording fees.
- C. The developer shall provide a guarantee for the payment and completion of the street improvements in accordance with Paragraphs **16.04.090 Guarantee for Completion of Land Improvements** of the St. Charles Municipal Code.

#### **12.30.140 Variances**

The city council may grant variances from the regulatory standards of this chapter, in lieu of any other variance procedure, in accordance with the following requirements:

- A. Application: An application for a variation may be made by any person, firm or corporation, or by any office, department, board, bureau or commission of the city of St. Charles.  
An application for a variance is filed with the director of public works. An application for a variation shall be on a form provided by the director of public works and shall contain all information required on such form including the following: Legal description of property for which a variation is requested;
  1. The requested variation identified;
  2. The reasons which applicant relies upon as justifying the requested variation;
  3. An 8-1/2" x 11" sketch of the property showing all lot lines, street improvements, and adjoining streets.
- B. Notice of Hearing: No variation shall be granted by the city council except after a public hearing before the city council, of which there shall be a notice of the time and place of the hearing published at least once, no more than 30 days nor less than 15 days before the hearing, in one or more newspapers published in the city of St. Charles, Illinois.
- C. Hearing: The city council shall hold a public hearing at which evidence in support of the variation may be presented by or on behalf of the applicant and any evidence presented by interested parties may be heard.
- D. No variance shall be granted unless the applicant for the variance can demonstrate that:
  1. An exceptional economic hardship would result without the variance;

2. The relief granted is the minimum necessary;
3. There will be no threat to public safety or creation of a nuisance;
4. No additional public expense will result;
5. The property in question cannot yield a reasonable return if permitted to be used only under the condition allowed by the regulations governing the district in which it is located;
6. The plight of the owner is due to unique circumstances, or;
7. The variation, if granted, will not alter the essential character of the locality.

#### **12.30.150 Responsibility**

The administration of this chapter shall be the responsibility of the director of public works.

#### **12.30.160 Interpretation**

In the interpretation and application of this chapter, the provisions expressed herein shall be held to be the minimum requirements and shall be liberally construed in favor of the city of St. Charles and shall not be deemed a limitation or repeal of powers granted by state statutes.

#### **12.30.170 Abrogation and Greater Restrictions**

It is not intended by this chapter to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this chapter imposes greater restrictions, the provisions of this chapter shall prevail.

#### **12.30.180 Disclaimer of Liability**

This chapter shall not create liability on the part of the city of St. Charles or any officer or employee thereof for any damages which may result from reliance on this chapter or on any administrative decision made thereunder.

#### **12.30.190 Penalty**

Any person who violates any provision of this chapter or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$500 (Five Hundred Dollars), each day such violation continues shall be considered a separate offense.



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title: Presentation of Annual St. Charles Housing Affordability Update

Staff: Matthew O'Rourke, Planner

*Please check appropriate box:*

	Government Operations		Government Services
X	Planning & Development (6/11/12)		City Council

Estimated Cost:	N/A	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

### Executive Summary:

Staff has prepared an annual update of the St. Charles Housing Market Affordability Snapshot. This report is part of an ongoing effort to annually assess and benchmark the state of the St. Charles Housing market in terms of housing affordability and sale price.

### Attachments: *(please list)*

2011-2012 St. Charles Housing Market Affordability Snapshot

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

Staff is presenting this update for informational purposes.

*For office use only:*

*Agenda Item Number:4b*

Community Development  
Planning Division

Phone: (630) 377-4443

Fax: (630) 377-4062



ST. CHARLES  
SINCE 1834

2011-12 St. Charles Housing Market  
Affordability Snapshot

**I. PURPOSE**

Beginning in 2009, Staff decided to perform an annual detailed analysis of the St. Charles affordable housing stock. The emphasis of this report was to ascertain if a minimum of 10 % of the St. Charles housing stock met the **State of Illinois Affordable Housing Planning and Appeal Act's** criteria to be considered affordable. The 2009 update stated that St. Charles housing stock was at 16.3%. The following report is the St. Charles affordable housing update for 2011-12.

For this report, Staff utilized the same methodology, derived from the State of Illinois' 2004 *Report on Affordable Housing Planning and Appeals Act*.

**II. IMPORTANT TERMS AND METHODOLOGY**

Throughout this report there are references to affordable housing. The Illinois Housing and Development Authority (IHDA) defines affordable housing as the following:

**IHDA Definitions of Affordable Housing and Eligible Households**

**Affordable Housing** - means housing that has a sales price or rental amount that is within the means of a household that may occupy moderate-income or low-income housing. In the case of dwelling units for-sale, housing that is affordable means housing in which mortgage, amortization, taxes, insurance and condominium or association fees, if any, constitute no more than 30% of the gross annual household income for a household of the size that may occupy the unit.

**Low-Income Housing** - means housing that is affordable, according to the Federal Department of Housing and Urban Development, for either home ownership or rental, and that is occupied, reserved or marketed for occupancy by a household with a gross household income that does not exceed 50% of the area median household income.

**Moderate-Income Housing** - means housing that is affordable, according to the Federal Department of Housing and Urban Development, for either home ownership or rental, and that is occupied, reserved or marketed for occupancy by a household with a gross household income that does not exceed 80% of the area median household income.

**Affordable Owner Occupied Homes** - owner-occupied homes are considered affordable if they meet the definition of Moderate- Income Housing or 80% of the area median income.

**Affordable Rental Homes** - rental homes are considered affordable if they meet the definition of Moderate- Income Housing or 60% of the area median income.

The following methodology was used to determine the cost of affordable housing in St. Charles:

- The amount of monthly income a person can spend on an affordable unit was calculated using this formula: **(Area Median Income (AMI) x (.80) x (.30) / (12)**
  - The AMI used for St. Charles is the median income for the Chicago Metropolitan Statistical Area.
  - (.80) represents 80% of the median income, the maximum income still considered affordable by IHDA.
  - (.30) represents 30% of a household income, the percentage of income expected to be spent on housing according to IHDA.
  - / (12) is to adjust to a monthly income as opposed to yearly.
- This same method is used to determine affordable rental price except (.60) or 60% of AMI is used as opposed to 80% of AMI.

### **III. AFFORDABILITY IN ST. CHARLES – 2011-12 UPDATE**

#### **1. DETERMINING THE 2011-12 AFFORDABLE HOME PRICE & UNIT COUNT**

The St. Charles Township Assessor’s data is always a year behind the current calendar year. This ensures that Staff is looking at a full calendar year of assessment and sales data as opposed to only a partial year of data. The data examined in this report is for the 2010 calendar year. St. Charles Township was not able to send us the data until recently. The income statistics are provided by a private vendor named Claritas, Inc. Those statistics were updated in 2011. Staff has combined the two data sets into the following report. This combined data is referenced as the 2010-11 calendar year.

#### **Owner-Occupied Units**

**Table 1** details the data that was used to calculate the cost of affordable owner-occupied housing and the new maximum owner-occupied affordable price limit:

**Table 1**

Current Chicago Statistical Area Median Income	\$74,812
80% of AMI	\$59,850
30% of The Annual Income	\$17,955
Affordable Monthly Payment	\$1,496
<b>Owner-Occupied Housing Cost Affordable to Family Earning 80% of AMI</b>	<b>\$187,450</b>

This new affordable owner-occupied home price was used to determine the number of units that are at or below this price. Staff used the market price as listed by the St. Charles Township Assessor for the year ending on December 31, 2010.

#### **Rental Units**

The number of affordable rental units was arrived at using rental rates collected by Staff. These rates were then compared to the maximum allowed rent as established by the **Affordable Housing Planning and Appeal Act 2010 Owner-Occupied and Rental Affordability Charts** (attached to this memo) as updated by the Illinois Housing and

Development Authority (IHDA) in June of 2011. These charts set a maximum affordable rent based 60% of AMI and then is adjusted based on the number of bedrooms in the rental unit.

*Two additional housing categories were identified in the Assessor data, three or more-family homes, and Single-Family Rentals. These units were added to the total amount of rental units in St. Charles. However, we cannot readily determine if any of these units are affordable, so they were only counted as part of the total rental units.*

**Calculating St. Charles' Affordable Housing Stock**

The total percentage of affordable units in St. Charles is determined by:

- Adding the number of affordable owner-occupied and affordable rental units together
- The total number of affordable units was then divided by the total number of housing units
- The result is the percentage of affordable units in St. Charles

**2. FINDINGS**

**Table 2** breaks down the number of estimated affordable housing units based on the type of ownership unit:

**Table 2**

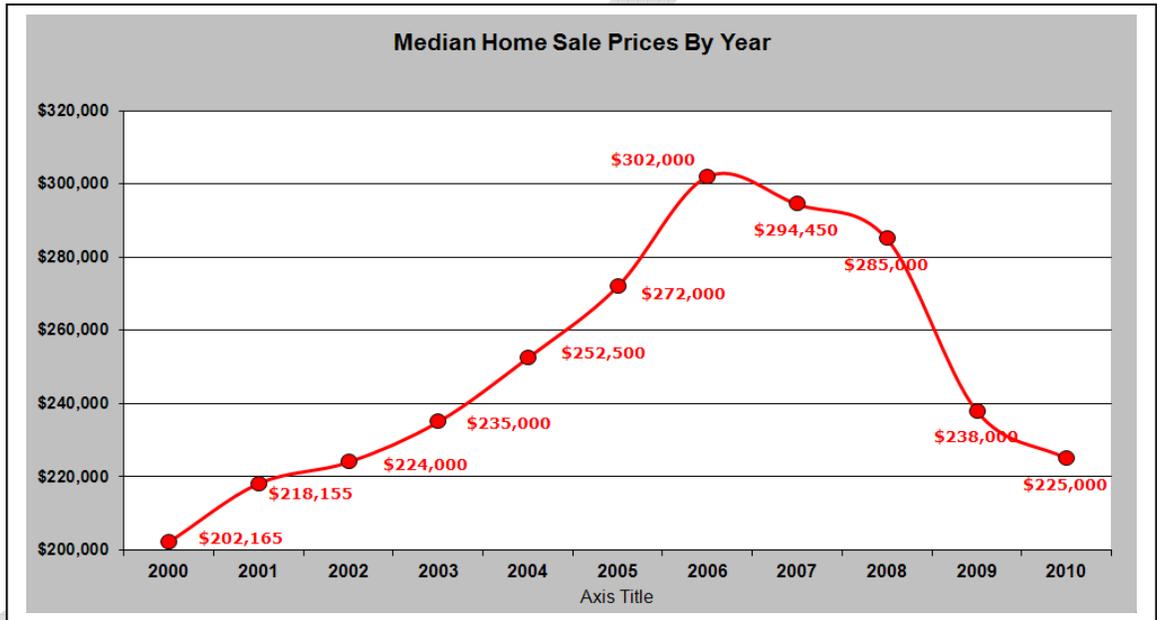
<b>Percent of Affordable Units by Ownership Type</b>			
<i>Owner Occupied Units</i>			
<b>Unit Type</b>	<b>Affordable Units</b>	<b>Total Units</b>	<b>% of Affordable Units per Each Ownership Category</b>
Single- Family	706	7,576	9.32%
Two-Family & Duplex	0	15	0.00%
Condo 4	63	1,013	45.71%
Townhome 84		1,000	8.40%
<b>Totals</b>	1,253 9,	604	13.05%
<i>Rental Units</i>			
<b>Rental Units Including Single Family Rentals &amp; Conversions</b>	1,251 4,	297	29.11%
<i>Owner Occupied and Rental Units Combined</i>			
<b>Total Owner Occupied Units and Rental Units</b>	2,504 1	3,901	18.01%

### 3. ST. CHARLES HOUSING MARKET TRENDS IN 2010-11

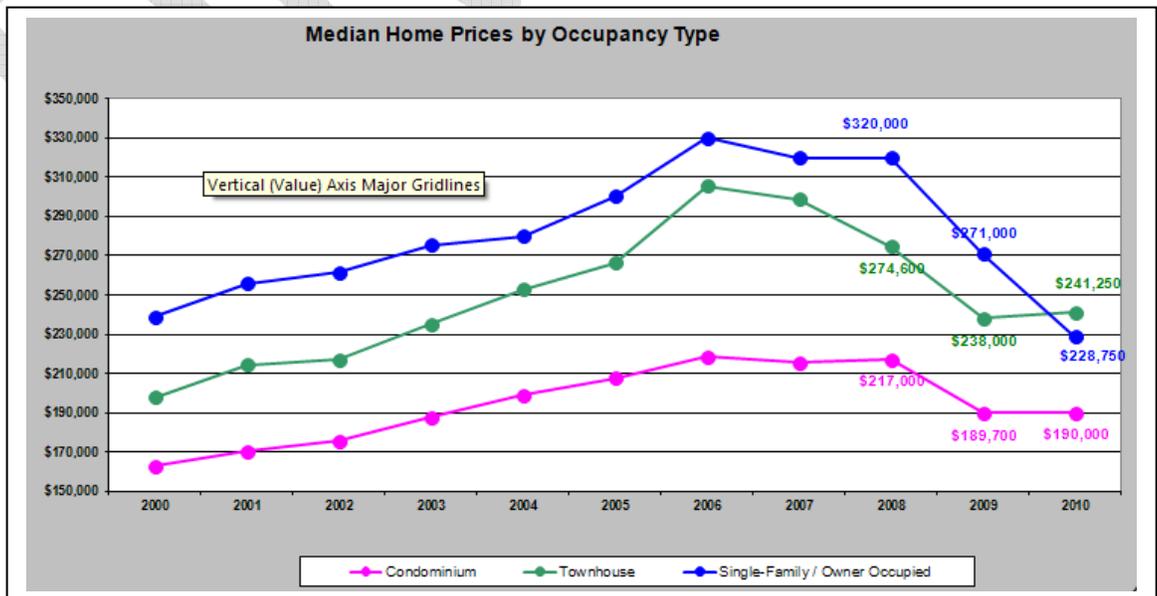
#### Housing Costs

The Township Assessor's sales data was used to determine the sales prices of all St. Charles owner-occupied homes in 2010-11. The City's GIS department has been tracking the median sale price of all homes each year. This analysis shows that the median sales price of homes in St. Charles peaked in 2006 at \$302,000. Since that time the median sales price of homes decreased to \$225,000 in 2010. **Chart 1** shows median home sales prices since 2000. **Chart 2** shows the median home sales prices broken by unit type.

**Chart 1**



**Chart 2**



#### 4. ST CHARLES INCOME TRENDS AND HOME AFFORDABILITY

##### Median Household Income in St. Charles

In 2005 the Metropolitan Planning Council (MPC) studied the St. Charles housing market. Their findings were summarized in the *Housing Needs Assessment for the City of St. Charles* report in August of 2005. That study predicted that the median cost of a home in St. Charles would increase 10% per year from \$242,600 in 2005 to \$400,000 by the year 2010. **Table 3** details the difference in the increase in the median home sale price to the median household income in St. Charles. The median home price in St. Charles has increased 11.3% since 2000 and decreased -25.5% since 2005.

The 2005 housing study also indicated that housing costs in St. Charles would greatly outpace income growth. Since 2000, the median household income in St. Charles increased from \$71,266 to \$75,800 or 6.36%. Median household income estimates peaked in 2009 at \$81,557. Median household income fell in the last year to approximately the same level as it was in 2006.

**Table 3**

	2000	2005 2	008 2	009	2010-11	% Change (2000 to 2011-12)
Affordable Housing Percentage	16.3%	10% (Estimate)	16.3% 16	.61%	18.01%	+1.71%
Median Household Income	\$ 71,266*	\$75,674**	\$ 78,211**	\$ 81,557**	\$ 75,800**	+6.36%
Median Price of Homes Sold	\$202,165	\$272,000 \$	285,000 \$	238,000 \$	225,000	+11.3%

\* Source: US Census

\*\* Source: Claritas, Inc.; Reports 2011<sup>1</sup>

#### 5. OWNER-OCCUPIED UNITS VS. RENTAL UNITS

##### a. Owner-Occupied Homes

**Table 4** details the number of owner-occupied homes that are affordable to St. Charles households based on income cohort. **Table 5** further breaks down the type of owner-occupied homes that are affordable to each cohort.

<b>2011 Est. Households by Household Income</b>	<b># Of Households</b>	<b>% Of Population by Cohort</b>	<b>% Of St. Charles Households Earning Maximum Cohort Income or Less</b>
Income Less than \$15,000	623 5.	02%	5.02%
Income \$15,000 - \$24,999	776 6.	26%	11.28%
Income \$25,000 - \$34,999	823 6.	63%	17.91%
Income \$35,000 to \$49,999	1,486 11	.98%	29.89%
<b>Income \$50,000 - \$59,800 (80% of AMI Cutoff)</b>	<b>958</b>	<b>7.72%</b>	<b>37.62%</b>
Income \$59,900 - \$74,999	1,471 11	.86%	49.48%
Income \$75,000 - \$99,999	2,003 16	.15%	65.62%
Income \$100,000 - \$124,999	1,569 12	.65%	78.27%
Income \$125,000 - \$149,999	861 6.	94%	85.21%
Income \$150,000 - \$199,999	778 6.	27%	91.49%
Income \$200,000 - \$499,999	882 7.	11%	98.60%
Income \$500,000 and more	173 1.	39%	1.00%

*Source: Claritas, Inc.; Reports 2011*

Median Household Income	Affordable Home Price Using States Methodology	Condos	Duplex Two-Family	Single-Family	Townhome	Totals	% Of Homes Affordable to Income Cohort
\$14,999	\$39,042.24 0		0	0	0	0	0.00%
\$24,999	\$72,131.69 0		0	0	0	0	0.00%
\$34,999	\$105,221.14 0		0	3	0	3	0.03%
\$44,999	\$138,313.90	15	0	23	0	38	0.40%
\$49,999	\$154,855.31 3	5	0	126	0	161	1.68%
<b>\$59,800 (80% of AMI Cutoff)</b>	\$187,451.73	463 1		706	84	1,254	13.06%
\$74,999	\$237,578.93 9	67	4	2,571	498	4,040	42.07%
\$99,999	\$320,302.56 9	99	13	4,913	845	6,770	70.49%
\$149,999	\$485,749.80 1	,011	13	6,375	962	8,361	87.06%
\$249,999	\$816,644.29 1	,013	15	7,399	1,000	9,427	98.16%
\$500,000 And Above	\$1,643,880.51	1,013	15	7,576	1,000	9,604	100.00%

**b. Rental Homes**

In 2004 there were 2,689 total rental units in St. Charles. In 2010-11 there were a total of 4,297 rental units. In 2004, according to the *Report on Affordable Housing and Planning Appeal Act*, there were 1,276 affordable rental units. There are 1,251 estimated affordable rental units in 2010-11. This does indicate a slight decrease of 25 affordable rental units.

**c. Increase in Total Number of Rental Units**

This reports shows and increase in the total number of rental units within the City. This is due to the inclusion of the units located in the Cumberland Green development. In the past it was unclear if these units should be considered rental. Each tenant not only pays rent but belongs to a cooperative ownership of the property. After a review of the payment schedule for this development, Staff has determined that these units should be considered rental and has included them in the rental unit count.

**IV. SUMMARY- HOUSING AND INCOME TRENDS**

The City of St. Charles' total affordable housing stock has **increased from 16.3% to 18.01%** in the past year. This indicates an increase of 1.71% since 2004.

The following compares the City of St. Charles' housing and income data trends from 2009 to 2010-11:

**Owner-Occupied Housing**

- The total number of affordable owner-occupied units increased from 1,180 to 1,253. The percentage increase was from 11.97% to 13.01%.
- There was a decrease in the total number of owner-occupied units in St. Charles from 9,856 to 9,605.
  - There were 201 Single-Family conversions to rental in 2009, there are 482 such units in 2010-11.

**Single-Family Homes**

- The number of affordable Single-Family units in St. Charles decreased from 783 to 706 or 10.32% to 9.32%.
- The total number of owner-occupied Single-Family units decreased from 7,584 to 7,576 units.

**Townhomes**

- The number of affordable Townhome units in St. Charles increased from 14 to 84 or 1.36% to 8.40%.

**Condominium**

- The number of affordable Condominium units in St. Charles increased from 386 to 463 or 35.58% to 45.71%.

### **Rental Units**

- The total number of affordable apartments in St. Charles increased from 1,080 to 1,251 in 2010-11. However, this increase is attributed to rental units that were not classified as apartments in years past, and not due to an increase in the actual supply of affordable units.
- There is an increase in total rental units from 3,789 in 2009 to 4,297 in 2010-11. This increase is attributed to the reclassification of apartment units (Cumberland Green) and the increase in Single-Family homes that have been converted into rental units.

### **Income Comparison**

- The estimated median income in St. Charles has decreased from \$81,557 in 2009 to \$75,800 in 2010-11. This marks the first decrease in median household income since Staff began tracking this data.
- The number of households with an income at or below 80% of AMI increased from 34.35% to 37.62%.
- The overall trend in household income is that a greater percentage of households are concentrated in lower income brackets than were a year ago. **(See Table 4).**
- The percentage of affordable owner-occupied homes affordable to households earning 80% of AMI or less increased from 11.97% in 2009 to 13.06% in 2010-11. **(See Table 5).**

## **V. ATTACHMENTS**

Illinois Housing and Development Authority, 2011 Owner-Occupied and Rental Affordability Charts.

## **SOURCES**

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<sup>1</sup> Source: Claritas, Inc.; Reports 2012

**Affordable Housing Planning and Appeal Act (310 ILCS 67/)**  
**2011 Owner-Occupied and Rental Affordability Charts**

Below are the updated 2011 Owner-Occupied and Rental affordability charts. The U.S. Department of Housing and Urban Development (HUD) publishes new updates of county level income limits on an annual basis. The HUD income figures are effective 5/31/2011. IHDA’s Technical Services Department reviews this rental and owner limits and publishes the figures on the IHDA website. Please note that the limits below are derived from the standard / “regular” limits that apply to most HUD programs – developments that are eligible for and participating in Housing and Economic Recovery Act (HERA) funding initiatives have different income limits and rental limits that apply (as do developments receiving HOME funding), but for the purposes of establishing an AHPAA-related affordability limit, the standard limits have been applied.

For 2011, the owner limits (80% area median income) trended slightly downward from those set in 2010 in the Chicago Primary Metropolitan Statistical Area, equating a slight change in affordable housing costs per the AHPAA standards. The rental limits (60% area median income) remain unchanged from 2010.

<b>Owner Occupied Affordability Chart For Chicago Metro Area</b>								
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
<b>2011 Income Limits (80% AMI)</b>	<b>\$41,900</b>	<b>\$47,900</b>	<b>\$53,900</b>	<b>\$59,850</b>	<b>\$64,650</b>	<b>\$69,450</b>	<b>\$74,250</b>	<b>\$79,050</b>
<b>Affordable Cost (AHPAA Requirements) using 30% of household Income</b>	<b>\$139,667</b>	<b>\$159,667</b>	<b>\$179,667</b>	<b>\$199,500</b>	<b>\$215,500</b>	<b>\$231,500</b>	<b>\$247,500</b>	<b>\$263,500</b>
<b>Affordable Cost (Industry Standard) using 36% of household Income</b>	<b>\$116,389</b>	<b>\$133,056</b>	<b>\$149,722</b>	<b>\$166,250</b>	<b>\$179,583</b>	<b>\$192,917</b>	<b>\$206,250</b>	<b>\$219,583</b>
<i>Please Note: The Above chart uses 2011 income limits. Municipalities must make sure they are using the most current income limits (available on IHDA's website: <a href="http://www.ihda.org">www.ihda.org</a>).</i>								

<b>Affordable Rental Units For Chicago Metro Area</b>						
	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
<b>2011 Affordable Rent Limits for HH @ 60% AMI</b>	<b>\$786</b>	<b>\$842</b>	<b>\$1,011</b>	<b>\$1,167</b>	<b>\$1,302</b>	<b>\$1,437</b>
<i>Please Note: The above chart uses 2011 rental limits. Municipalities must make sure they are using the most current rental limits (available on IHDA's website: <a href="http://www.ihda.org">www.ihda.org</a>).</i>						



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommend Approval of a General Amendment to Title 17 of the City Code to Regulate Donation Boxes (City of St. Charles)
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Staff:	Matthew O'Rourke, Planner
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*Please check appropriate box:*

	Government Operations		Government Services
X	Planning & Development (6-11-12)		City Council

Estimated Cost:	N/A	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

Staff has been made aware that the number of charitable and for-profit donation boxes located on private property is increasing within the City. In some instances, there have been reports of donated items and other refuse stacking up next to these boxes.

The Zoning Ordinance does not currently contain any standards that address donation boxes. Staff has prepared an amendment to the Zoning Ordinance to address these concerns and create standards to regulate these donation boxes.

**Plan Commission Recommendation:**

The Plan Commission held public hearings on 5-8-12 and 5-22-12 regarding the proposed amendment.

The Plan Commission recommended approval of the proposed Application for a General Amendment regarding the regulation of donation boxes on 6-5-12.

The vote was 5-AYE to 2-NAY.

The Plan Commission is also recommending that the City Council consider requiring a building permit for donation boxes.

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

Staff Report dated 6-8-1

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

Staff is recommending approval of the proposed Application for a General Amendment regarding the regulation of donation boxes.

<i>For office use only:</i>	<i>Agenda Item Number: 4c</i>
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Community Development  
Planning Division

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ST. CHARLES  
SINCE 1834

**STAFF REPORT**

**TO:** Chairman Cliff Carrignan  
And the Members of the Planning & Development Committee

**FROM:** Matthew O'Rourke, AICP, Planner

**RE:** General Amendment to Tile 17 (Zoning Ordinance) Donation Boxes

**DATE:** June 1, 2012

---

**I. GENERAL INFORMATION**

**Project Name:** General Amendment - Donation Boxes

**Applicant:** City of St. Charles, Planning Division

**Purpose:** Ordinance amendments to create standards for donation boxes located on private property.

**II. BACKGROUND**

Staff has been made aware that the number of charitable and for-profit donation boxes located on private property is increasing within the City. In some instances, there have been reports of donated items and other refuse stacking up next to these boxes. The Zoning Ordinance does not contain any standards that address these boxes. Therefore, Staff has prepared an amendment to the Zoning Ordinance to address these concerns and create standards to regulate donation boxes.

**III. ANALYSIS**

Staff performed a visual "windshield" survey to find where these boxes are located within the City limits and the condition of these boxes. Staff identified donation boxes on a variety of properties throughout the City.

The majority of observed boxes were located on commercial properties. There are boxes located within residential and downtown Zoning Districts as well. The boxes vary by size and placement. Many of these boxes are located within existing off-street parking spaces and close to public streets. Based on the number and location of certain boxes on private property, Staff determined that regulations for location and signage are appropriate to include in the Zoning Ordinance.

Staff examined the Zoning Ordinances of other Illinois communities to identify common practices for regulating these boxes. Staff also examined the current policies of City's adjoining and near St. Charles. See **Community Comparison Attachment** for detailed information.

#### IV. PROPOSED AMENDMENT

Based on this analysis, Staff is proposing an amendment to **Chapter 22 General Provisions** of the Zoning Ordinance to create minimum standards that regulate the placement, size, and condition of donation boxes. An amendment to **Chapter 30 Definitions** is also being proposed to define donation boxes.

The proposed amendments are as follows:

##### A. 17.22.020.I DONATION BOXES

Donation Boxes shall be permitted in the BC and BR Zoning Districts in accordance with the following:

1. Boxes shall only be permitted on commercial properties defined as Shopping Centers per **Section 17.30.030 Shopping Center** of the Zoning Ordinance.
2. Boxes shall not be permitted on properties in which the Shopping Center buildings are 100% vacant.
3. Written permission of the property owner must be obtained before placing the box on any property.
4. There shall be no more than three (3) boxes located in a Shopping Center.
5. Boxes shall not be located in the front or exterior side yard parking or building setback.
6. Boxes shall not be located within the required Sight Triangle in accordance with **Section 17.22.010.F Sight Triangle**.
7. Boxes shall not be located within any off-street parking stall.
8. Boxes shall not be placed as to impede pedestrian or vehicular traffic ways.
9. Boxes shall be located on a hard permanent surface.
10. Boxes shall be located so that they are inconspicuous from the public right-of-way, as determined by the Director of Community Development.
11. Boxes shall be limited to a maximum height of 7 feet.
12. Individual boxes shall be limited to a maximum foot print area of 25 square feet.
13. Signage lettering on the box cannot exceed 5 inches in height.
14. The name, address, email, and phone number of the box's operator must be posted on the box.
15. Pick up times for removal of the donated contents must be posted and visible on the front of the box.

##### B. 17.30.030 GENERAL DEFINITIONS

**Donation Boxes.** Any enclosed container located on private or public property specifically for the purposes of collecting donated clothing, books, electronics, or other similar items. Cargo Containers, trash dumpsters, or trash receptacles shall not be considered Donation Boxes.

##### C. BUILDING PERMITS

Requiring a building permit would not be regulated by the provisions of Title 17 the Zoning Ordinance. However, it has been suggested that a building permit be required. Staff has included the following information to assist the Committee should they want to consider requiring a permit for donation boxes.

Staff conferred with Bob Vann, Building and Code Enforcement Division Manager, to obtain information regarding the possibility of requiring a permit for donation boxes. Staff has identified following potential benefits to requiring a permit:

- Advanced knowledge and review of the location of the boxes.
- The ability to hold the responsible party accountable for refuse or overflowing materials outside of the box.
- Ability to monitor which boxes are permitted on a lot, and which boxes are located without a permit.

Regardless of whether a permit is required or not, the proposed Zoning Ordinance standards will apply in the same manner and enforcement will follow the same procedures.

Staff has included the fees of other communities for comparative purposes:

Naperville:	\$221.00
Cicero:	\$100.00
Byron:	\$100.00

## **V. PLAN COMMISSION RECOMMENDATION**

The Plan Commission held public hearings on 5-8-12 and 5-22-12 regarding the proposed amendment.

This item is scheduled on the June 5, 2012 Plan Commission Agenda for a vote. Staff will forward the Plan Commission's recommendation under separate cover.

## **VI. RECOMMENDATION**

Staff recommends approval of the General Amendment Application regarding the regulation of donation boxes and has provided the attached draft Findings of Fact to support that recommendation.

**FINDINGS OF FACT**  
**GENERAL AMENDMENT**

**(Donation Boxes)**

**1. The consistency of the proposed amendment with the City’s Comprehensive Plan.**

The proposed amendments will regulate the location of an accessory use (donation boxes) on zoning lots within the City. These regulations will not affect the primary permitted land uses on any zoning lot or that are recommended in the Comprehensive Plan.

**2. The consistency of the proposed amendment with the intent and general regulations of this Title.**

This amendment does not alter any permitted uses, bulk requirements, or other accessory uses currently regulated by the ordinance. The intent of this amendment is to create new regulations that are consistent with the existing standards of the Zoning Ordinance and align donation boxes with those standards.

**3. Whether the proposed amendment corrects an error or omission, adds clarification to existing requirements, is more workable than the existing text, or reflects a change in policy.**

The proposed amendment is meant to correct an omission in the current ordinance and provide clarification for the regulation of donation boxes. The Zoning Ordinance does not currently regulate these accessory uses. This amendment will ensure that these boxes are located on private property in a manner that is consistent with the regulations of the Zoning Ordinance.

**4. The extent to which the proposed amendment would be in the public interest and would not serve solely the interest of the applicant.**

The amendments will apply to all properties within the applicable Zoning Districts.

**5. The extent to which the proposed amendment creates nonconformities.**

Since Donation Boxes are temporary in nature, and not permanently affixed to the ground, there will not be any nonconformities created. The boxes that do not conform to these new standards can be easily relocated so that they are brought into compliance.

**6. The implications of the proposed amendment on all similarly zoned property in the City.**

The standards for donation boxes will be applied evenly to all properties within the Zoning Districts in which donation boxes are permitted. This amendment is intended to apply to all Donation Boxes located within a variety of Zoning Districts.

## Community Comparison Attachment

### Communities That Permit Donation Boxes

City	Permit Required	Limited Specific Zoning Districts	Size Limits	Allowed in Parking Spaces	Front and Exterior Side Yard Restrictions	Cannot Disrupt Vehicular or Pedestrian Traffic Flow	Letter Size Limits	List Owner On Box	Limit on Number of Boxes on a Lot	Placed to be Inconspicuous From Public View	Written Permission of Property Owner Required
Wheaton	No Yes		Yes 7' tall 25 square feet area	No Yes		Yes	No	No	Yes Limit 3 on lots larger than 1 acre	No Yes	
Naperville	Yes Yes		Yes 6.5' tall 4' by 4' wide	No Yes		Yes	Yes	Yes	Yes 1 per lot or shopping center	Yes Yes	
Cicero	Yes Yes		Yes 6.5' tall	No Yes		Yes	Yes	Yes	Yes 1 per lot	Yes Yes	
Byron	Yes No		No	Yes	Yes	Yes	No	No	Yes 1 per lot	No Yes	
New Lennox	No Yes		No	No	Yes	Yes	No	Yes	Yes 3 per lot	No Yes	

### Communities Adjoining and Near St. Charles

- **Geneva** – Currently considering a ban on donation boxes.
- **Schaumburg** – Donation boxes are not permitted.
- **Batavia** – No Restrictions Listed
- **South Elgin** – No Restrictions Listed
- **West Chicago** - No Restrictions Listed

Community Development  
Planning Division

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ST. CHARLES  
SINCE 1834

**ADDENDUM TO STAFF REPORT**

**TO:** Chairman Cliff Carrigan  
And the Members of the Planning & Development Committee

**FROM:** Matthew O'Rourke, AICP, Planner

**RE:** General Amendment to Tile 17 (Zoning Ordinance) Donation Boxes

**DATE:** June 6, 2012

---

**I. GENERAL INFORMATION**

**Project Name:** General Amendment - Donation Boxes

**Applicant:** City of St. Charles, Planning Division

**Purpose:** Ordinance amendments to create standards for donation boxes located on private property.

**II. PLAN COMMISSION RECOMMENDATION**

The Plan Commission recommended approval of the proposed Application for a General Amendment regarding the regulation of donation boxes on 6-5-12.

The vote was 5-AYE to 2-NAY.

The Plan Commission is also recommending that the City Council consider requiring a building permit for donation boxes.

 <b>ST. CHARLES</b> <small>SINCE 1834</small>		<b>AGENDA ITEM EXECUTIVE SUMMARY</b>					
		Title:		Recommend Approval of an Extension for Recording a Final Plat of Subdivision for Pine Ridge Park Lot - 19			
		Presenter:		Matthew O'Rourke, Planner			
<i>Please check appropriate box:</i>							
	Government Operations				Government Services		
X	Planning & Development (6/11/12)				City Council		
	Public Hearing						
Estimated Cost:		N/A		Budgeted:		YES	NO
If NO, please explain how item will be funded:							
<b>Executive Summary:</b>							
<p>In June of 2011, the City Council approved Ordinance 2011-Z-7 “Ordinance Granting Approval of an Amendment to an Existing Special Use for a Planned Unit Development Amendment to a PUD Concept Plan, Approval of a Final Plat of Resubdivision and Related Matters-Pine Ridge Business Park.” This approval created a new 1.64 acre commercial lot (lot-19) north of Woodward Drive.</p> <p><b>Section 16.12.230 Final-Plat – Recording Requirements</b> of Title 16 Subdivisions and Land Improvement states that “The City shall record the Final Plat at the Kane or DuPage County recorder’s office within 30 days of receipt by the City of the last item herein required to be submitted prior to recording.” Since the plat was approved, Staff has been in communication with James Cooke who represents the owner of the property. Due to extenuating circumstances, the applicant has not been able to submit the necessary mylar copy of the Final Plat for recordation.</p> <p><b>Section 16.12.230 Final-Plat – Recording</b> also states that if the plat is not recorded within 6 months of the date of City Council approval that Staff should review the plat and then refer it to the City Council for revocation or extension. There have not been any proposed changes to the Final Plat since it was approved by the City Council. Since the approval of the plat was more than 6 months ago, the applicant has requested an extension of the Final Plat of Subdivision approval.</p> <p>Mr. Cooke has stated that the plat should be ready for recordation within a short time frame.</p>							
<b>Attachments:</b> <i>(please list)</i>							
Letter from James Cooke dated 5-23-12							
<b>Recommendation / Suggested Action</b> <i>(briefly explain):</i>							
Staff recommends approval of the extension of approval for the Final Plat of Subdivision for Lot-19 in the Pine Ridge Business Park.							
<i>For office use only:</i>		Agenda Item Number: 4d					

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A PROFESSIONAL CORPORATION

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TELEPHONE (630) 584-6800  
EMAIL: JCOOKE@JIMCOOKELAW.COM

VIA E-MAIL

May 23, 2012

Mr. Matthew O'Rourke  
City of St. Charles  
2 E. Main Street  
St. Charles, Illinois 60174

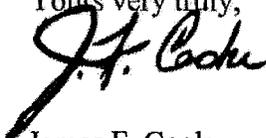
**Re: Lot 19, Pine Ridge Park**

Dear Matt:

Consistent with our telephone conversation, I hereby request an extension of the time period for the approval of the final plat for Lot 19, Pine Ridge Park to allow finalization of the plat for recordation. I anticipate the plat to be ready for recordation in the short term, however this extension request is to prevent the approval period from lapsing.

If you have any questions, please advise.

Yours very truly,



James F. Cooke

JFC: am

**RECEIVED**  
**St. Charles, IL**

MAY 23 2012

**CDD**  
**Planning Division**

 <b>ST. CHARLES</b> <small>SINCE 1834</small>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>					
	Title:		Recommend approval of a General Amendment for temporary signs during construction projects (City of St. Charles)			
	Presenter:		Russell Colby			
<i>Please check appropriate box:</i>						
	Government Operations				Government Services	
X	Planning & Development (6/11/12)				City Council	
Estimated Cost:			Budgeted:	YES		NO
If NO, please explain how item will be funded:						
<b>Executive Summary:</b>						
<p>Businesses have approached the City regarding the possibility for flexibility with temporary signs during the East Main Street/Route 64 construction project.</p> <p>Staff solicited direction from the Planning and Development Committee in May. Based on the feedback, Staff filed a General Amendment application to allow for the Director of Community Development to authorize that during construction projects, temporary signs can be placed with no time limitation. In addition to removing the time restriction, one additional temporary sign per lot can be placed, subject to other applicable requirements.</p> <p>This provision could be applied to the East Main Street construction and could also be extended to other construction projects in the future.</p> <p>The Plan Commission held a public hearing and recommended approval of the General Amendment on June 5, 2012.</p>						
<b>Attachments:</b> <i>(please list)</i>						
Staff Report General Amendment Application						
<b>Recommendation / Suggested Action</b> <i>(briefly explain):</i>						
Recommend approval of a General Amendment for temporary signs during construction projects.						
<i>For office use only:</i>		<i>Agenda Item Number:</i> 4e				

Community Development  
Planning Division

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ST. CHARLES  
SINCE 1834

**STAFF REPORT**

**TO:** Chairman Todd Wallace and  
Plan Commission Members  
  
Chairman Cliff Carrigan  
and Planning and Development Committee Members

**FROM:** Russell Colby, Planning Division Manager

**RE:** General Amendment To Title 17 (Zoning Ordinance)  
Temporary Signs during Construction Projects

**DATE:** May 25, 2012

---

**I. GENERAL INFORMATION**

**Project Name:** General Amendment – Temporary Signs During Construction Projects

**Applicant:** City of St. Charles

**II. BACKGROUND**

Businesses have approached the City regarding the possibility for flexibility with temporary signs during the East Main Street/Route 64 construction project. The Zoning Ordinance requires sign permits for temporary signs and banners and specifies restrictions on the number of signs, the overall size, and the duration of time the sign may be posted.

Staff conferred with legal counsel on the appropriate action to grant flexibility to these requirements for properties along East Main Street for the duration of the construction project.

Based on direction from the Planning and Development Committee, Staff has filed a General Amendment to the Zoning Ordinance to allow for temporary sign requirements to be expanded during any road construction project where access or visibility of a property is affected.

### III. PROPOSAL

#### Existing Zoning Ordinance Requirements

##### **A. Permit Required**

*A permit is required to erect the temporary signs and attention getting devices listed in the following paragraphs of this Section 17.28.100, in accordance with Section 17.28.020 A (Sign Permit).*

##### **B. Time Limit**

*Unless otherwise permitted, displays of temporary signs shall be limited to fourteen (14) days per permit, and not more than four (4) such permits shall be issued to an applicant per calendar year. There shall be a minimum separation of thirty (30) days between temporary sign displays. All temporary signs permitted by this Section shall be removed no later than seven (7) days following the conclusion of the event or other condition to which the sign pertains.*

##### **C. Setbacks**

*No setback is required for temporary signs and attention getting devices that are six (6) square feet or less in surface area and five (5) feet or less in height. All other freestanding temporary signs and attention getting devices shall be set back a minimum of five (5) feet from all right-of way lines.*

##### **D. Real Estate and Other Temporary Signs Requiring a Permit**

1. *In the BL, BC, BR, CBD-1, O-R, M-1, M-2, and PL Districts, one (1) temporary sign is permitted for each street frontage of the lot. The maximum sign area and height shall be:
  - a. *For lots one (1) acre and under: Thirty-two (32) square feet of surface area. Freestanding signs shall not exceed eight (8) feet in height.*
  - b. *For lots one (1) to five (5) acres: Sixty-four (64) square feet of surface area. Freestanding signs shall not exceed eight (8) feet in height.*
  - c. *For lots five (5) acres and above: One hundred (100) square feet of surface area. Freestanding signs shall not exceed ten (10) feet in height.*
  - d. *Real estate and other temporary signs of 6 square feet or less are allowed without a permit in accordance with Paragraph 17.28.090.**
2. *In the BT Overlay and CBD-2 Districts, one (1) temporary sign is permitted for each street frontage of the lot. Each sign shall not exceed sixteen (16) square feet in surface area. Freestanding signs shall not exceed six (6) feet in height.*
3. *Real Estate signs advertising a property for sale or lease shall not be subject to a time limit but shall be removed no later than seven (7) days following the sale or lease of the property.*

#### Proposed Amendment

4. *During construction or reconstruction of public improvements, if the Director of Community Development determines that the construction will disrupt access or visibility of lots directly adjacent to the construction, the Director may authorize the following for lots adjacent to the construction:
  - a. *Temporary signs shall not be subject to time limits specified in Section 17.28.100.B, but shall not be placed for longer than the duration of the construction.*
  - b. *One (1) additional temporary sign per lot shall be permitted, subject to all other applicable requirements.*
  - c. *A permit for a temporary sign authorized under this Section may be terminated if the conditions stated herein are not complied with.**

#### **IV. ANALYSIS**

- Under the proposed amendment, staff will be able to administratively grant:
  - A longer time period for the placement of temporary signs (not to exceed the duration of the construction project).
  - One additional temporary sign per lot.
- This provision has been drafted so that the Director of Community Development has the discretion to authorize these expanded provisions for any property where construction activity affects access or visibility of the property.

#### **V. REQUESTED ACTION**

Staff is recommending approval of the Application for General Amendment and has provided Findings of Fact.

#### **Attachments**

Findings of Fact for General Amendment

**FINDINGS OF FACT**  
**GENERAL AMENDMENT**

1. The consistency of the proposed amendment with the City’s Comprehensive Plan.

**The Comprehensive Plan does not address temporary signs.**

2. The consistency of the proposed amendment with the intent and general regulations of this Title.

**The amendment meets the purpose of Chapter 17.28 “Signs” by allowing businesses to temporarily increase signage during public construction projects that may restrict visibly and access to their property.**

3. Whether the proposed amendment corrects an error or omission, adds clarification to existing requirements, is more workable than the existing text, or reflects a change in policy.

**The amendment reflects a change in policy to allow for increased flexibility for temporary signage during construction projects.**

4. The extent to which the proposed amendment would be in the public interest and would not serve solely the interest of the applicant.

**The amendment has been proposed by the City and is in the public interest of assisting business during temporary interruptions that are outside of their control.**

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

**Not applicable.**

6. The implications of the proposed amendment on all similarly zoned property in the City.

**The amendment will be applied equally to all applicable zoning districts.**

# CITY OF ST. CHARLES

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



COMMUNITY DEVELOPMENT/PLANNING DIVISION

PHONE: (630) 377-4443 FAX: (630) 377-4062

## GENERAL AMENDMENT APPLICATION

<b>CITYVIEW</b>	
Project Name:	<u>Title 17- Gen. Amend. 7.28 "Signs"</u>
Project Number:	<u>2012 -PR- 006</u>
Application Number:	<u>2012 -AP- 011</u>

Received Date  
**St. Charles, IL**

MAY 17 2012

**CDD**  
Planning Division

*Instructions:*

To request an amendment to the text of the St. Charles Zoning Ordinance, complete this application and submit it with all required attachments to the Planning Division.

City staff will review submittals for completeness and for compliance with applicable requirements prior to establishing a meeting or public hearing date for an application.

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

<b>1. Applicant:</b>	Name	City of St. Charles	Phone	630-377-4443
	Address	2 E. Main St. St. Charles, IL 60174	Fax	630-377-4062
			Email	rcolby@stcharlesil.gov
<b>2. Billing:</b> <i>Who is responsible for paying application fees and reimbursements?</i>	Name	Same	Phone	
	Address		Fax	
			Email	

**Attachment Checklist**

- APPLICATION:** Completed application form
- APPLICATION FEE:** Application fee in accordance with Appendix B of the Zoning Ordinance.
- REIMBURSEMENT OF FEES AGREEMENT:** An original, executed Reimbursement of Fees Agreement and deposit of funds in escrow with the City, as provided by Appendix B of the Zoning Ordinance.
- WORDING OF THE REQUESTED TEXT AMENDMENT**

One (1) copy of Proposed Amendment (Letter Sized) and one (1) Electronic Microsoft Word version on CD-ROM



**Proposed Amendment:**

Amend the zoning ordinance to provide that for the Building Commissioner (or other official) to issue a permit for temporary signage related to the disruption of business due to construction or reconstruction of public improvements for a period not longer than the duration of the construction, reserving to the officer the right to terminate the permit if the conditions stated therein are not complied with.

		<b>AGENDA ITEM EXECUTIVE SUMMARY</b>					
		Title:	Recommend approval of a Façade Improvement Grant Agreement for 117 W. Main St. (117 W. Main LLC)				
		Presenter:	Russell Colby				
<i>Please check appropriate box:</i>							
	Government Operations		Government Services				
X	Planning & Development (6/11/12)		City Council				
Estimated Cost:	\$18,650	Budgeted:	YES	X	NO		
If NO, please explain how item will be funded:							
<b>Executive Summary:</b>							
<p>Dave Gary on behalf of 117 W. Main LLC, owner of the building at 117 W. Main St., has applied for Façade Improvement Grant funding. This building is the location of the Szechwan Restaurant and is currently undergoing a substantial interior reconstruction.</p> <p>The Façade Improvement Grant program provides assistance to property owners and commercial tenants to rehabilitate and restore the exterior of buildings in the downtown. Grant funding is available first for buildings located in Special Service Area 1B (Downtown Revitalization) and secondarily for other properties located outside SSA 1B but within the Central Historic District. Applications are first reviewed by the Historic Preservation Commission for appropriateness of design. The grants are provided as a reimbursement for up to 50% of the funds invested into an exterior rehabilitation project, up to \$10,000 for a 30 ft. length of building façade. There is a limit of \$20,000 of grant funds per property in any 5 year period. The program budget for FY 12-13 is \$40,000.</p> <p>The project scope includes the complete replacement of the Main Street storefront and replacement of the arched-design entry on the west elevation, facing 2<sup>nd</sup> Street. The front storefront and west entrance will both be replaced with more architecturally-appropriate designs. Two new store fronts will also be created along the west wall. The Historic Preservation Commission recommended approval of the grant on June 6, 2012.</p> <p>The proposed cost of work is approximately \$50,000. The Façade Grant would fund a maximum of \$18,650.</p>							
<b>Attachments:</b> <i>(please list)</i>							
Photos of the building Façade Improvement Grant Application Façade Improvement Grant Agreement							
<b>Recommendation / Suggested Action</b> <i>(briefly explain):</i>							
Staff recommends approval of the Façade Improvement Grant Agreement.							
<i>For office use only:</i>		<i>Agenda Item Number: 4f</i>					



Received 5/17/12

**CITY OF ST. CHARLES  
FACADE IMPROVEMENT PROGRAM  
APPLICATION FORM**

A non-refundable fee of \$50.00 must accompany this application. Checks should be made payable to the City of St. Charles.

1) Applicant: DAVID GARY (117 W. MAIN LLC)  
(Name)

Home Address: \_\_\_\_\_

Business Address \_\_\_\_\_  
(Street) (City/State/Zip) (Phone)

Federal Tax ID Number: \_\_\_\_\_

2) Building or establishment for which the reimbursement grant is sought

117 W. MAIN STREET, ST CHARLES  
(Street Address)

09-27-377-002  
(Property Identification Number)

4) Is this property listed on the National Registry or designated as a Local Landmark:  Yes  No

3) Proposed Improvements(Check all that apply):

- Canopy/Awning
- Windows/Doors
- Tuck pointing/Masonry Repair
- Masonry Cleaning
- Painting
- Other(Please Specify) \_\_\_\_\_
- Signage
- Exterior Lighting
- Restoration of Architectural Features
- Rear Entrance Improvements(Please specify below)

Describe the scope and purpose of the work to be done:

UPDATE NORTH ENTRANCE WITH NEW DOORS & WINDOWS  
REPLACE WEST ENTRANCE ARCH

Preliminary Cost Estimate: \$ 45,000 City's Grant Amount: \$ \_\_\_\_\_

49,250<sup>00</sup> plus signs \$ 8367 = \$57,617

4) Statement of Understanding:

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

Signature \_\_\_\_\_

Applicant

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

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

Signature \_\_\_\_\_

Owner

Date

5-17-12



**City of St. Charles  
Facade Improvement Agreement**

**THIS AGREEMENT**, entered into this 18th day of June, 2012, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name:	Dave Gary
Name of Business:	117 W. Main LLC
Tax ID#/Social Security #	20-4318411
Address of Property to be Improved:	117 W. Main St., St. Charles, IL 60174
PIN Number:	09- 27-377-002

**WITNESSETH:**

**WHEREAS**, the CITY has established a Facade Improvement Program for application within the St. Charles Facade Improvement Business District ("District"); and

**WHEREAS**, said Facade Improvement Program is administered by the CITY with the advice of the Historic Preservation Commission and is funded from the general fund for the purposes of controlling and preventing blight and deterioration within the District; and

**WHEREAS**, pursuant to the Facade Improvement Program CITY has agreed to participate, subject to its sole discretion, 1) in reimbursing Owners/Lessees for the cost of eligible exterior improvements to commercial establishments within the District up to a maximum of one-half(1/2) of the approved contract cost of such improvements and 2) in reimbursing Owners/Lessees for 100% of the cost of the services of an architect for such facade improvements up to a maximum of \$4,000 per building, as

set forth herein, but in no event shall the total CITY participation exceed ten thousand dollars (\$10,000) per facade, as defined herein, for eligible improvements to the front and/or side of a building, and ten thousand dollars (\$10,000) per building for eligible rear entrance improvements, with a maximum reimbursement amount of twenty thousand dollars(\$20,000) per building; and

**WHEREAS**, the OWNER/LESSEE's property is located within the Facade Improvement Business District, and the OWNER/LESSEE desires to participate in the Facade Improvement Program pursuant to the terms and provisions of this Agreement.

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

SECTION 1:

A. With respect to facade improvements to the front and side of a building and related eligible improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of fifty percent (50%) of such cost, and shall reimburse OWNER/LESSEE for 100% of the cost of fees for architectural services pertaining to such improvements, up to a maximum amount of \$4,000 per building as defined herein, provided that the total reimbursement for improvements to the front and side of a building and related eligible improvements and architectural services shall not exceed ten thousand dollars (\$10,000) per facade as defined herein.

B. With respect to improvements to rear entrance(s) of a building and related eligible improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of fifty percent(50%) of such cost, and shall reimburse OWNER/LESSEE for 100 % of the cost of fees for architectural services pertaining to such improvements, up to a maximum amount of \$4,000 per building, provided that reimbursement for landscaping materials and installation shall not exceed \$1,000 per building, and provided that the total

reimbursement for rear entrance and related eligible improvements and architectural services shall not exceed ten thousand dollars(\$10,000) per building.

The actual total reimbursement amounts per this Agreement shall not exceed **\$18,650** for facade improvements to the front and side of a building and related eligible improvements and \$0 for improvements to rear entrance(s) of a building and related eligible improvements. The improvement costs which are eligible for City reimbursement include all labor, materials, equipment and other contract items necessary for the proper execution and completion of the work as shown on the plans, design drawings, specifications and estimates approved by the City. Such plans, design drawings, specifications and estimates are attached hereto as Exhibit I.

SECTION 2: No improvement work shall be undertaken until its design has been submitted to and approved by the City Council. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within six months from the date of such approval.

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

SECTION 4: Upon completion of the improvements and upon their final inspection and approval by the Director of Community Development, the OWNER/LESSEE shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor,

materials or equipment in the work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The OWNER/LESSEE shall also submit to the CITY a copy of the architect's statement of fees for professional services for preparation of plans and specifications. The CITY shall, within fifteen (15) days of receipt of the contractor's statement, proof of payment and lien waivers, and the architect's statement, issue a check to the OWNER/LESSEE as reimbursement for one-half of the approved construction cost estimate or one-half of the actual construction cost, whichever is less, and for 100% of architectural services fee, subject to the limitations set forth in Section 1 hereof.

In the alternative, at its sole discretion, CITY may reimburse OWNER/LESSEE in two payments. The first reimbursement may be made only 1) upon completion of work representing 50% or more of the maximum reimbursement specified in Section 1 hereof and 2) upon receipt by CITY of the architect's invoices, contractor's statements, invoices, proof of payment and notarized final lien waivers for the completed work and 3) upon a determination by the Director of Community Development that the remainder of the work is expected to be delayed for thirty days or more following completion of the initial work due to weather, availability of materials, or other circumstances beyond the control of the OWNER/LESSEE. The second, final reimbursement payment shall be made by CITY only upon submittal of all necessary documents as described herein.

SECTION 5: If the OWNER/LESSEE or his contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications and the terms of this Agreement, then upon written notice being given by the Director of Community Development to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

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

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

settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said facade improvement(s).

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

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

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

**OWNER/LESSEE**

**CITY OF ST. CHARLES**

\_\_\_\_\_

\_\_\_\_\_

**Mayor**

**ATTEST:** \_\_\_\_\_  
**City Clerk**

**EXHIBIT “I”**

Storefront Façade Improvements

Rendering of Façade Improvements

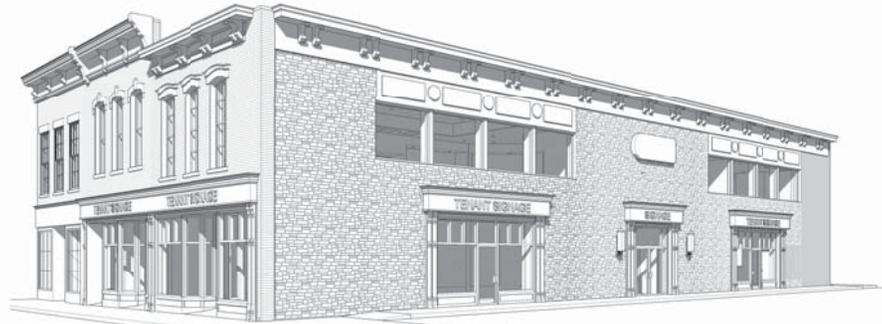
Storefront and West Entry Remodeling Plans prepared by  
Lankenau Architects, Sheets A.1 and A.2, dated 6/4/12

Proposal from M&M Restoration & Construction: \$49,246.05

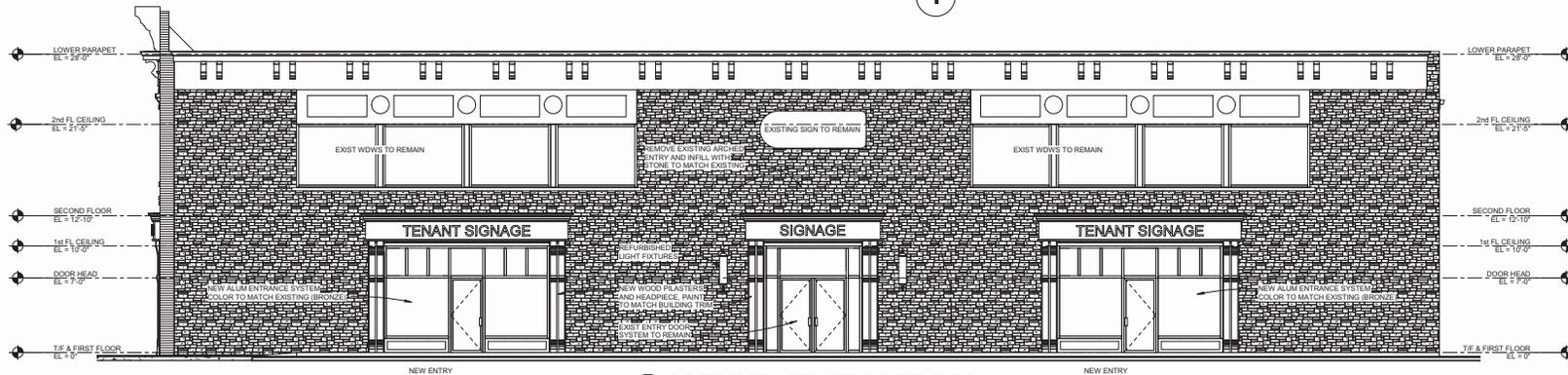
Total Estimated Cost: \$49,246.05  
Maximum Grant: \$18,650



# MAIN STREET STOREFRONT RENOVATION AND NEW WEST SIDE ENTRANCES FOR 117 WEST MAIN STREET ST. CHARLES, ILLINOIS FOR CHARTER PROPERTIES, INC



**1 NORTHWEST CORNER VIEW**



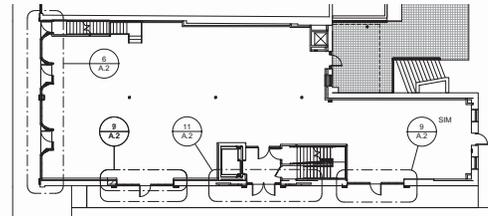
**2 WEST ELEVATION**  
3/16" = 1'-0"



**3 NORTH ELEVATION**  
3/16" = 1'-0"

**BUILDING CODES, ORDINANCES & REFERENCES:**  
 IBC 2009 INTERNATIONAL BUILDING CODE  
 INTERNATIONAL FIRE CODE 2009  
 NFPA LIFE SAFETY CODE 2009  
 INTERNATIONAL MECHANICAL CODE 2009  
 INTERNATIONAL FUEL GAS CODE 2009  
 STATE OF ILLINOIS PLUMBING CODE (CURRENT)  
 NATIONAL ELECTRICAL CODE 2008 (NFPA 70)  
 ILLINOIS ENERGY CONSERVATION CODE - USING  
 IECC 2009 (INT'L ENERGY CONSERVATION CODE)  
 ILLINOIS ACCESSIBILITY CODE 1997  
 LOCAL AMENDMENTS TO ALL CODES

**CONSTRUCTION TYPE / STRUCTURAL DESIGN CRITERIA:**  
 CONSTRUCTION TYPE III-B  
 NEW CONSTRUCTION SHALL BE BASED ON THE FOLLOWING LOADS:  
 FLOOR / STAIR / EXTERIOR DECK LOADS: 100 PSF LL + ALL DL  
 ROOF LOAD: 20 PSF LL (SNOW) + ALL DL  
 WIND LOAD: 20 PSF (90 MPH 3 SECOND GUST)  
 SEISMIC DESIGN CATEGORY B



**4 KEY PLAN**  
1/16" = 1'-0"

**LANKENAU**  
 ARCHITECTURE  
 Creative designs that enhance  
 1121 Oakshire Avenue  
 Naperville, Illinois 60540  
 630-202-8281 fax 630-356-5327  
 www.lankenauarchitecture.com

**STOREFRONT AND WEST ENTRY REMODELING**  
**CHARTER PROPERTIES**  
 117 W MAIN STREET  
 ST CHARLES, ILLINOIS 60174

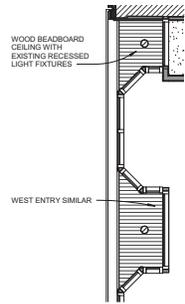
**ISSUED FOR DESIGN REVIEW**  
 These plans were drawn by me or under my direct supervision, and to the best of my knowledge comply with all applicable building codes listed (seal must be affixed for permits)

signed \_\_\_\_\_  
 license expires 11/30/2012  
 drawings \_\_\_\_\_  
 Illinois Design Firm #184-005680  
 Copyright 2012 Lankenau Architecture  
 All unauthorized printing and distribution is strictly prohibited without prior written consent. File conversion or printing processes may affect printed drawings, therefore content and accuracy cannot be assured if not issued by architect. Do not scale drawings. If discrepancies are found, contact architect.

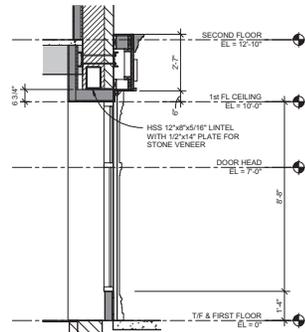
Revision Schedule	
ID	Description

Issue Date: 6/04/2012  
 Drawn by: PRL  
 Checked by: PRL  
 Project number: 11015-3

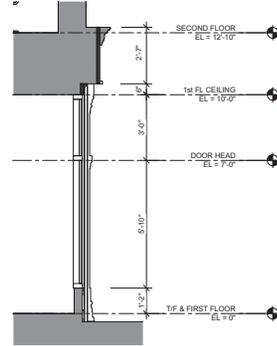
**EXTERIOR ELEVATIONS**  
**A.1**



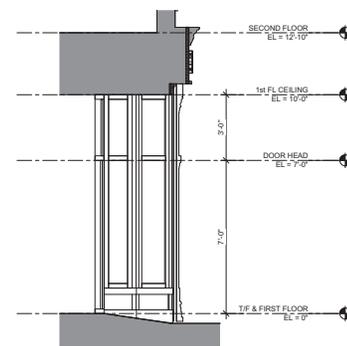
**1 NORTH WALL CEIL**  
1/4" = 1'-0"



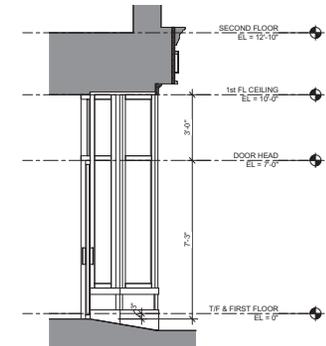
**2 SECTION**  
3/8" = 1'-0"



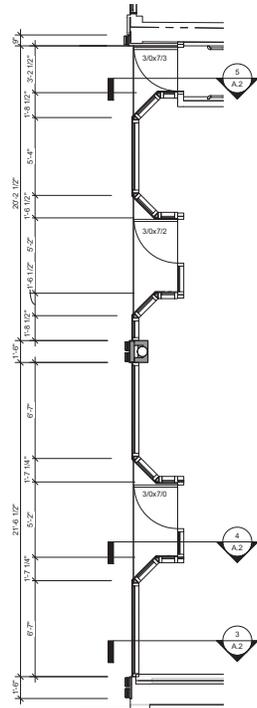
**3 SECTION**  
3/8" = 1'-0"



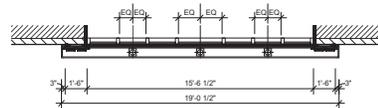
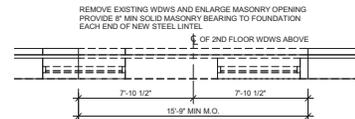
**4 SECTION**  
3/8" = 1'-0"



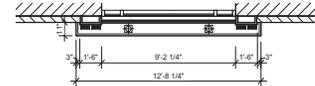
**5 SECTION**  
3/8" = 1'-0"



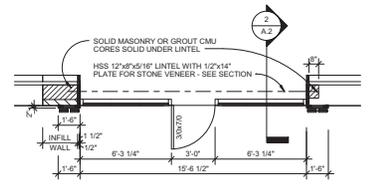
**7 NEW ENTRY DEMO PLAN**  
1/4" = 1'-0"



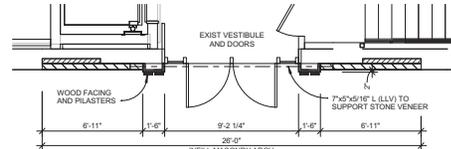
**8 NEW ENTRY CEILING**  
1/4" = 1'-0"



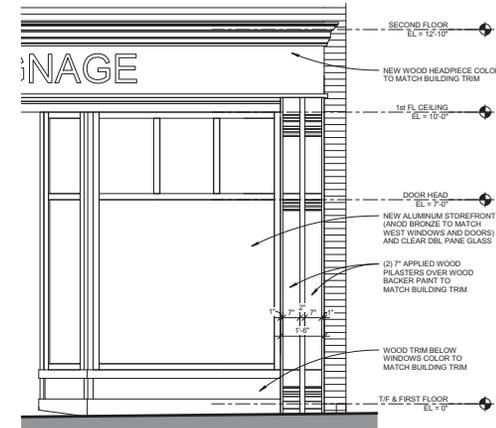
**10 WEST ENTRY CEILING**  
1/4" = 1'-0"



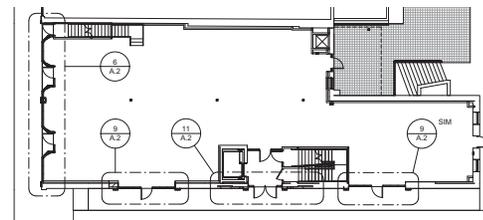
**9 NEW ENTRY PLAN**  
1/4" = 1'-0"



**11 WEST ENTRY PLAN**  
1/4" = 1'-0"



**12 DETAIL ELEVATION**  
1/2" = 1'-0"



**13 KEY PLAN**  
1/16" = 1'-0"

**6 NORTH WALL PLAN**  
1/4" = 1'-0"

C:\Users\paul.lankenu@lankenu.com\Documents\Projects\177 W Main Street - Storefront\Recover\314.dwg

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Naperville, Illinois 60540  
630-202-8281 fax 630-398-5327  
www.lankenuarchitecture.com

**STOREFRONT AND WEST ENTRY REMODELING**  
**CHARTER PROPERTIES**  
117 W MAIN STREET  
ST CHARLES, ILLINOIS 60174

**ISSUED FOR DESIGN REVIEW**  
These plans were drawn by me or under my direct supervision, and to the best of my knowledge comply with all applicable building codes listed (seal must be affixed for permit)

signed: \_\_\_\_\_  
license expires 11/30/2012  
drawing: \_\_\_\_\_  
blinds Design Firm #184-005680

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Revision Schedule	
ID	Description

Issue Date: 6/04/2012  
Drawn by: PRL  
Checked by: PRL  
Project number: 11015-3

**PLANS, SECTIONS AND DETAILS**  
**A.2**

PERIOD: 6/4/2012 11:59:49 PM

**M & M Restoration & Construction Co.**

---

2948 Kirk Rd. Suite 106 #271      630 236-8911 Office  
Aurora IL. 60502                      630 236-8922 Fax

Client:    Dave Gary (Charter Property)  
Property:    117 Main St.  
                  St. Charles, IL

Operator Info:  
Operator:    JMC GILL

Estimator:    John McGill  
Company:    M & M Restoration & Construction Co.

Business:    (630) 236-8911

Business:    2948 Kirk Rd. Suite 106 #271  
                  Aurora, IL 60502

Type of Estimate:    Other  
Date Entered:        5/17/2012                      Date Assigned:

Price List:    ILCC5B\_JAN12  
                  Restoration/Service/Remodel  
Estimate:    2011-08-12-0720

**PRELIMINARY ESTIMATE**

# M & M Restoration & Construction Co.

2948 Kirk Rd. Suite 106 #271  
Aurora IL. 60502

630 236-8911 Office  
630 236-8922 Fax

2011-08-12-0720

## Exterior



DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Storefront - bronze anodized frame - Double pane tempered	1.00 EA	0.00	22,643.63	22,643.63
Storefront door -bronze anod. frame	2.00 EA	0.00	2,815.83	5,631.66
Awnings Covers remove	1.00 EA	0.00	525.00	525.00
Carpenter - General Framer - remove arch	1.00 GL	0.00	1,800.00	1,800.00
Column - round , fluted	2.00 EA	0.00	1,502.90	3,005.80
Stone veneer - natural stone	200.00 SF	0.00	33.99	6,798.00
<b>Totals: Exterior</b>				<b>40,404.09</b>
<b>Line Item Totals: 2011-08-12-0720</b>				<b>40,404.09</b>

### Grand Total Areas:

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls and Ceiling
0.00 SF Floor	0.00 SY Flooring	0.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	0.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

**M & M Restoration & Construction Co.**

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2948 Kirk Rd. Suite 106 #271      630 236-8911 Office  
Aurora IL. 60502                      630 236-8922 Fax

**Summary**

Line Item Total				40,404.09
Material Sales Tax	@	7.750% x	8,184.31	<u>634.28</u>
Subtotal				41,038.37
Overhead	@	10.0% x	41,038.37	4,103.84
Profit	@	10.0% x	41,038.37	<u>4,103.84</u>
<b>Replacement Cost Value</b>				<b>\$49,246.05</b>
<b>Net Claim</b>				<b>\$49,246.05</b>

---

John McGill



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Presentation of Charlestowne Mall Market Study (Melaniphy & Associates, Inc.)
Presenter:	Michael Mertes

*Please check appropriate box:*

	Government Operations		Government Services
X	Planning & Development (6/11/12)		City Council
	Public Hearing		

Estimated Cost:	\$24,750	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

### **Executive Summary:**

On April 16, 2012, City Council approved a contract with Melaniphy & Associates, Inc. to conduct a market study regarding Charlestowne Mall. Analysis was to also include current and future retail demand, as well as potential alternative use scenarios for the building and property. Among the focuses of the study are an examination of the mall's trade area, competitive changes that have affected it, the mall's current situation and performance, and analysis of the present tenant mix.

John Melaniphy, President of Melaniphy & Associates, has concluded this analysis and will be presenting his findings. The presentation will summarize these findings, and the completed report will be available prior to July 1st. Per his analysis, Mr. Melaniphy will make certain recommendations, to include but not limited to the following:

- Attract a new owner or developer who will heavily invest resources into the property
- Re-brand the mall
- Redevelop the portion of the mall formerly occupied by Sears
- Incorporate new dining and big box retail into the property

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

None

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

**Recommend that the City Council accept the results of the Charlestowne Mall Market Study and authorize staff to proceed with Phase 2 of the project with Houseal Lavigne.**

*For office use only:*

*Agenda Item Number: 5a*



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title: Presentation of East Gateway Business District Eligibility Study (Ehlers)

Presenter: Chris Aiston

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input type="checkbox"/>	Government Services
X	Planning & Development (6/11/12)	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$25,000	Budgeted:	YES	X	NO
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If NO, please explain how item will be funded:

**Executive Summary:**

On March 19, 2012, City Council approved a contract with Ehlers to conduct an eligibility study for the proposed East Gateway Business District. Nancy Hill, Financial Advisor at Ehlers, has concluded the subject eligibility study (the first phase of a three-phase contract) for the proposed district and will be presenting the study findings. Based on these findings, Ms. Hill has concluded that the proposed district is eligible to be designated a Business Improvement District (BID).

Moving forward, a business district plan would be required to create such a district, to include possible economic development activities and a generalized budget reflecting potential revenue sources and costs to undertake such activities. This is the second phase of services outlined by Ehlers in their proposal. Further work in this phase entails a mandated public hearing, as well as a meeting among City staff, the consultants (Ehlers and Houseal Lavigne Associates), and affected businesses.

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

Eligibility Study, Proposed District Map (note: paper copies of the district map will be placed in Council mailboxes at City Hall by June 8)

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

Recommend that the City Council accept the results of Phase 1 of the East Gateway Business District eligibility study and authorize the Director of Economic Development to execute an agreement with Ehlers to complete Phase 2 of the project.

<i>For office use only:</i>	<i>Agenda Item Number: 5b</i>
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# City of St. Charles Proposed Business District

## Review of Eligibility

May 2012



Prepared by



**EHLERS**  
LEADERS IN PUBLIC FINANCE

# City of St. Charles Proposed Business District Review of Eligibility

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# Executive Summary

Municipalities are authorized to create Business Districts by the Illinois Municipal Code, specifically in 65 ILCS 5/11/74.3 et seq. (the “Business District Act” or the “Act”). The Business District Act sets forth the requirements and procedures for establishing a Business District and a Business District Plan. The intended uses of a Business District are described in **Section I. Business District Act** of this report.

At the request of the City of St. Charles (the “City”), Ehlers & Associates, Inc. (“Ehlers”) completed an eligibility analysis to assist the City in determining if the area along the East Main Street Corridor meets the eligibility criteria outlined in the Act. The Study Area is illustrated on the map on the following page. Parcels within the Study Area are listed in **Appendix A** attached. The Study Area is generally located along East Main Street from about Oak Road on the east to 6<sup>th</sup> Avenue on the west. It also includes several parcels north of Foxfield Drive, fronting on Courtyard Drive. Former railroad right-of-way crosses the Study Area. The entire area encompasses approximately 720 acres.

The report is intended to address the following objectives:

1. Determine whether the Study Area would be eligible for designation as a Business District under the Act.
2. Determine whether the Study Area is a “blighted area”, a term defined by the Act, in order to impose a retailers’ occupation and service occupation taxes (“Business District sales tax”) and/or a hotel operator’s occupation tax (“hotel/motel tax”), in the Business District.
3. Outline potential next steps for the City of St. Charles.

In developing this report, various methods of research were utilized including:

- Field examination of conditions in the Study Area.
- Contact with individuals knowledgeable as to the conditions of the Study Area, including City economic development, police, and public works staff.
- Review of City, township, and county documents and data related to the Study Area.

The criteria and factors that were utilized in conducting the evaluation of the conditions in the Study Area are outlined in **Section II. Business District Eligibility Analysis** of this report.

As a result of our research, Ehlers concludes that the Study Area would be eligible for designation as a redevelopment project area under the Business District Act and meets the “blighted area” criteria that is necessary for the City to make a formal finding in order to impose the retailers’ occupation tax and service occupation tax and/or a hotel/motel tax, if it so chooses.

# I. Business District Act

The Business District Act is intended to be used by municipalities to invigorate economically sluggish areas by addressing problems that cause the area to qualify as a Business District and a “blighted area” under the Business District Act. Municipalities are authorized to carry out development and redevelopment projects to achieve this.

Municipal Powers under the Business District Act include the following:

- To make and enter into all contracts necessary or incidental to the implementation and furtherance of a business district plan. A contract by and between the municipality and any developer or other nongovernmental person to pay or reimburse said developer or other nongovernmental person for business district project costs incurred or to be incurred by said developer or other nongovernmental person shall not be deemed an economic incentive agreement under Section 8-11-20, notwithstanding the fact that such contract provides for the sharing, rebate, or payment of retailers' occupation taxes or service occupation taxes (including, without limitation, taxes imposed pursuant to subsection (10)) the municipality receives from the development or redevelopment of properties in the business district. Contracts entered into pursuant to this subsection shall be binding upon successor corporate authorities of the municipality and any party to such contract may seek to enforce and compel performance of the contract by civil action, mandamus, injunction, or other proceeding.
- Within a business district, to acquire by purchase, donation, or lease, and to own, convey, lease, mortgage, or dispose of land and other real or personal property or rights or interests therein; and to grant or acquire licenses, easements, and options with respect thereto, all in the manner and at such price authorized by law. No conveyance, lease, mortgage, disposition of land or other property acquired by the municipality, or agreement relating to the development of property, shall be made or executed except pursuant to prior official action of the municipality. No conveyance, lease, mortgage, or other disposition of land owned by the municipality, and no agreement relating to the development of property, within a business district shall be made without making public disclosure of the terms and disposition of all bids and proposals submitted to the municipality in connection therewith.
- To acquire property by eminent domain in accordance with the Eminent Domain Act.
- To clear any area within a business district by demolition or removal of any existing buildings, structures, fixtures, utilities, or improvements, and to clear and grade land.
- To install, repair, construct, reconstruct, or relocate public streets, public utilities, and other public site improvements within or without a business district which are essential to the preparation of a business district for use in accordance with a business district plan.
- To renovate, rehabilitate, reconstruct, relocate, repair, or remodel any existing buildings, structures, works, utilities, or fixtures within any business district.

- To construct public improvements, including but not limited to buildings, structures, works, utilities, or fixtures within any business district.
- To fix, charge, and collect fees, rents, and charges for the use of any building, facility, or property or any portion thereof owned or leased by the municipality within a business district.
- To pay or cause to be paid business district project costs. Any payments to be made by the municipality to developers or other nongovernmental persons for business district project costs incurred by such developer or other nongovernmental person shall be made only pursuant to the prior official action of the municipality evidencing an intent to pay or cause to be paid such business district project costs. A municipality is not required to obtain any right, title, or interest in any real or personal property in order to pay business district project costs associated with such property. The municipality shall adopt such accounting procedures as shall be necessary to determine that such business district project costs are properly paid.
- To apply for and accept grants, guarantees, donations of property or labor or any other thing of value for use in connection with a business district project.
- If the municipality has by ordinance found and determined that the business district is a "blighted area" under this Law, to impose a retailers' occupation tax and a service occupation tax in the business district for the planning, execution, and implementation of business district plans and to pay for business district project costs as set forth in the business district plan approved by the municipality.
- If the municipality has by ordinance found and determined that the business district is a "blighted area" under this Law, to impose a hotel operators' occupation tax in the business district for the planning, execution, and implementation of business district plans and to pay for the business district project costs as set forth in the business district plan approved by the municipality.

The Act specifies that a municipality may impose new Business District sales tax and hotel/motel tax applying revenues toward development and redevelopment within the Business District. The Business District sales tax may be imposed at a rate not to exceed one percent (1 %) of the gross receipts from sales of tangible personal property within the business district, and must be imposed in quarter percent (0.25%) increments. The taxes may not be imposed on "tangible personal property titled or registered with an agency of this State's government or food for human consumption that is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption), prescription and nonprescription medicines, drugs, medical appliances, modifications to a motor vehicle for the purposes of rendering it usable by a disabled person, and insulin, urine testing materials, syringes, and needles used by diabetics, for human use," and may not be imposed for more than twenty-three (23) years. These taxes, if imposed, shall be collected by the Illinois Department of Revenue and then disbursed to the City.

The hotel/motel tax may be imposed at a rate of not to exceed one percent (1%) of the gross rental receipts from the rental leasing or letting of hotel rooms within the business district (excluding, however, gross rental receipts from the rental leasing or letting of a hotel to permanent residents, as defined in the Hotel Operators' Occupation Tax Act), must be imposed in quarter percent (0.25%) increments, may not be imposed for more than twenty-three (23) years and, if imposed, must be collected by the City.

As examples, the revenue generated from these taxes could be used to do the following:

- Encourage new retail shopping centers, stores, and hotels.
- Modernize outdated retail, office, and hotel developments to entice business travelers and local residents and encourage spending.
- Create stylish restaurant districts.
- Design community gathering areas, such as parks where pedestrian traffic can gather for entertainment, such as concerts, festivals, and summer farmer markets.
- Upgrade and construct public improvements, including parking areas, utilities, and modern streetscapes.

## II. Business District Eligibility Analysis

### ***Qualifications for a Business District***

Pursuant to 65 ILCS 5/11-74.3-5, a business district is defined as “a contiguous area which includes only parcels of real property directly and substantially benefited by the proposed business district plan.” The Act further states that a business district may, but need not be, a “blighted area”, but no municipality shall be authorized to impose Business District sales taxes and/or hotel/motel taxes unless it is determined by ordinance to be a blighted area under the Act.

A “blighted area” is defined by the Business District Act as “an area that is a blighted area which, by reason of the predominance of defective, non-existent, or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire or other causes, or any combination of those factors, retards the provision of housing accommodations or constitutes an economic or social liability, an economic underutilization of the area, or a menace to the public health, safety, morals, or welfare.”

### ***Study Area Description***

The Study Area consists of approximately 250 parcels and adjacent rights-of-way and approximately 160 structures. It encompasses approximately 720 acres.

A general description of the Study Area is the area along East Main Street from 6<sup>th</sup> Avenue on the west to about Oak Road on the east. It also includes several parcels north of Foxfield Drive fronting on Courtyard Drive. Former railroad right-of-way crosses the Study Area. A map of the Study Area is contained in this report. It illustrates that all parcels in the Study Area are contiguous, which is required by the Business District Act. Parcels within the Study Area are listed in **Appendix A**.

### ***Study Methodology***

In determining whether or not the proposed Study Area meets the eligibility requirements of the Act, at the City’s direction, Ehlers conducted research and field surveys.

Every parcel was visually examined during the survey. The survey and analysis of existing conditions within the Study Area were completed in April and May 2012 by Ehlers to document the extent to which each “blighted area” factor is present within the Study Area. Various types of research and field surveys were undertaken including:

1. Exterior survey of the condition and use of properties and buildings.
2. Field survey of environmental conditions covering street, sidewalks, lighting, traffic, parking facilities, landscaping, fences and walls, and general property maintenance.
3. Analysis of tax maps to ascertain platting.

4. Review of previously prepared plats, plans, and studies.
5. Review of County and Township Records.
6. Contacts with City officials as appropriate and private parties knowledgeable as to area conditions, history, age of buildings and site improvements, real estate matters and related items, as well as examination of existing information related to the Study Area.

### **Study Area Findings**

The Study Area is a “blighted area” as defined in the Business District Act due to the following factors:

- Predominance of defective, non-existent, or inadequate street layout.
- Unsanitary or unsafe conditions.
- Deterioration of site improvements.
- Improper subdivision or obsolete platting.
- Existence of conditions which endanger life or property by fire or other causes, or any combination of those factors.
- Retards the provision of housing accommodations or constitutes an economic or social liability, an economic underutilization of the area, or a menace to the public health, safety, morals, or welfare.

These factors constitute an economic liability and an economic underutilization of the area within the Study Area in its present condition and use. Based on the presence of these factors described in more detail below, the Study Area is a “blighted area” as defined by the Business District Act.

#### **Predominance of defective, non-existent, or inadequate street layout**

Over 80 of the properties in the Study Area suffer from the predominance of defective, non-existent, or inadequate street layout. This is demonstrated on both public rights-of-way adjacent to property in the Study Area, as well as on private property.

A review of automobile accidents in 2011 indicates that there are traffic issues in the Study Area. The intersections of East Main Street and Dunham Road and East Main Street and Kirk Road each had seven crashes in 2011. The 1600 and 3700 blocks of East Main Street each had 10 crashes in 2011. While these numbers seem relatively small as compared to the total number of crashes within the City limits in 2011, the area of East Main Street between Tyler and Kirk Roads ranks within the top three crash areas in the City<sup>1</sup>.

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<sup>1</sup> Source: City of St. Charles Police Department.

**Table 1: Automobile Accidents**

Location	2011	
	Total Crashes	Injury Crashes
E. Main Street/IL Rt. 64 & Dunham Road	7	1
E. Main Street/IL Rt. 64 & Kirk Road	7	1
3700 Block E. Main Street	10	3
1600 Block E. Main Street	10	1
Total Traffic Accidents City-wide	997	

Source: City of St. Charles Police Department

It should be noted that current improvements in the East Main Street right-of-way alone may not significantly reduce the number of accidents in this Study Area. As additional development and redevelopment occurs, especially in the area of East Main Street between Tyler and Kirk Roads, reducing the number of curb cuts and encouraging cross access between properties may help keep traffic off of East Main Street by directing it to side streets and other intersections. These are typically safer movements and can help reduce traffic accidents. Additionally, the City of St. Charles Police Department's 2011 Annual Report notes that it will focus efforts in 2012 to reduce the number and severity of traffic accidents in this area.

Currently, the majority of individual parcels with direct access to East Main Street have their own individual curb cuts. In the western portion of the Study Area, especially those parcels west of Tyler Road, there is little or no cross access between properties. As a result, access to and circulation within properties in the Study Area is limited and creates hazardous and conflicting pedestrian and vehicular circulation. Based on discussions with City Public Works staff, the number of curb cuts will not be reduced as a result of the East Main Street reconstruction now ongoing.

In some situations, the locations of access drives were inadequate. Some had poor visibility because of grade issues, others were too close to an intersection or other access drives. An example of this is the access drive to Pheasant Run resort from Kautz Road. This access point is too close to the East Main Street/Kautz Road intersection. Ehlers observed vehicles stacking into the intersection, while other vehicles waited to turn left into the Pheasant Run property. Other parcels are entirely covered with building and pavement with little buffer between uses, and access drives for these parcels are located immediately next to each other, causing conflicts.

Internal movement on individual properties within the Study Area is difficult. On some parcels there are a lack of defined travel lanes, and present are conflict points between customer vehicles, delivery vehicles, and pedestrians. Deteriorated conditions in paved areas aggravates these situations.

Street and vehicle areas are essential to growth of commercial areas. The costs of building and rehabilitating streets, sidewalks, delivery areas, and cross access are an extraordinary expense for which public assistance may be necessary to address.

### **Unsanitary or unsafe conditions**

During our research and field surveys, Ehlers did not find or witness conditions that were unsanitary in the Study Area.

Unsafe conditions were evidenced by the number of traffic accidents, as well as the number and location of curb cuts. This was also evidenced by internal movements through and between developments in the Study Area. As a result of these conditions, access to and circulation within the Study Area are limited, creating hazardous and conflicting pedestrian and vehicular circulation.

Access could be improved through the use of well-defined internal drives and ingress and egress access between properties, as well as improvements in rights-of-way. Dedication of additional rights-of-way for appropriate turn and deceleration lanes may be required, as well as the construction and rehabilitation of streets, drive lanes, parking and loading areas, and sidewalks. This will result in sizeable additional costs for private development and redevelopment.

It should also be noted that during storm events, some properties in the Study Area experience flooding conditions, particularly parcels located south of East Main Street between 7<sup>th</sup> Avenue and Kirk Road. Ongoing improvements to East Main Street may improve drainage problems.

## **Deterioration of site improvements**

Field surveys were conducted to identify the physical condition of buildings, parking lots, service and loading areas, curbing, and sidewalks. Approximately 1/3 of the properties in the Study Area exhibit deterioration of site improvements.

While the majority of the buildings and structures are in good condition, several exhibit deterioration, as evidenced by damage to exterior stucco and bricks, loose or missing siding and roofing materials, rusted metal and HVAC systems, dented or missing fascias, and broken and missing windows. Building age and vacancies contribute to deteriorated conditions. About 20% of the properties in the Study Area have buildings that are 35 years of age or more, which generally require more upkeep. Most of these buildings are concentrated in the western portion of the Study Area. In vacant buildings, Ehlers observed broken and missing windows, damaged overhead doors, and damaged signs and exterior walls.

Parking areas, curbing, and sidewalks throughout the Study Area were found to have deteriorated conditions in the form of cracked pavement, potholes, loose paving materials, and weeds protruding through paved surfaces.

Fences, retaining walls, and freestanding sign structures were also found to be deteriorated and in need of repair. St. Charles has hilly topography, and because most properties were developed individually and not on a coordinated basis, elevations between properties vary. This worsens the deterioration of site surfaces and fences, weed growth, and accumulation of litter.

Utilities and adjoining public roadway conditions are also typically reviewed and considered part of a property's "site improvements." Ehlers conducted field surveys in April and early May 2012. Conditions at the time indicated that East Main Street suffers from major deterioration issues. It should be noted that these conditions have not been incorporated into Ehlers' study results, as the Illinois Department of Transportation (IDOT) and the City of St. Charles have begun major reconstruction of East Main Street, including new pavement, roadway improvements, and sidewalk, streetlight, water main, and stormsewer replacement. The deterioration conditions in the East Main Street right-of-way should be remedied as a result of the reconstruction.

Substantial investment beyond the improvements currently undertaken by IDOT and the City will be necessary to repair or demolish and reconstruct buildings and paved areas.

### **Improper subdivision or obsolete platting**

One-third of the parcels suffer from improper subdivision or obsolete platting. This consists of both improved and vacant parcels.

Much of the development of the Study Area occurred on a piecemeal basis through separate subdivisions. This, along with topographic and other physical conditions, such as railroad right-of-way, has resulted in parcels with configurations of irregular shape and size and limited access between parcels. Several small, oddly shaped parcels have been created where properties were either divided through right-of-way dedication or newly established from vacating right-of-way.

In the western portion of the Study Area, there are multiple instances of single buildings on multiple lots of record. Additionally, single-family properties have been converted to commercial uses. These properties are obsolete, as they do not have enough lot area to accommodate contemporary design and zoning standards and requirements. Some of these oddly shaped parcels are tax parcels and have been created for tax purposes (as an example, a property owner may create multiple tax parcels for a single development so that the tax burden of a parcel with parking or detention is less than that of a parcel with a building).

Without any development plan for the assembly of properties that have been improperly subdivided or suffer from obsolete platting, parcels are likely to remain undeveloped or in their current state due to their undesirable shape or size. Assembly of vacant parcels will be difficult because of the involvement of multiple property owners. City participation will be necessary to facilitate property assembly.

### **Existence of conditions which endanger life or property by fire or other causes**

As previously outlined in “Predominance of Defective, Non-Existent, or Inadequate Street Layout” and “Unsanitary or Unsafe Conditions”, current traffic conditions endanger life or property within the Study Area. In summary, there are a significant number of traffic accidents in the Study Area. Internal movement through and between properties is difficult. There are many conflict points and in many instances, little separation between pedestrians, customer and tenant vehicles, and delivery vehicles.

**Retards the provision of housing accommodations or constitutes an economic or social liability, an economic underutilization of the area, or a menace to the public health, safety, morals, or welfare**

All of the factors noted above together constitute an economic liability in their present condition and use. To summarize, traffic conditions endanger life or property within the Study Area. There are a significant number of traffic accidents in the Study Area. Internal movement through and between properties is poor. There are many conflict points and in many instances little separation between pedestrians, customer and tenant vehicles, and delivery vehicles. Buildings and paved areas suffer from deteriorated conditions, including missing and broken windows, damaged exterior finishes, cracked pavement, potholes, and weeds protruding through paved surfaces. Parcels suffer from improper subdivision or obsolete platting. Parcels are of irregular shape and size and some do not have enough lot area to accommodate modern standards.

In addition, Equalized Assessed Value (“EAV”) is an indicator of the economic viability of an area. Although not specifically outlined in the Business District Act, the TIF Act outlines three standards to measure EAV:

- If an area has decreased for three of the last five calendar years prior to the year in which the area is designated;
- If an area is increasing at an annual rate that is less than the balance of the municipality for three of the last five calendar years for which information is available; or
- If an area is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency (CPI) for three of the last five calendar years prior to the year in which the area is designated.

The EAV of the Study Area meets all three of these measurement standards, as shown in **Table 2** below. The total EAV of the Study Area has decreased for three of the last five calendar years. Also, the Study Area has grown at an annual rate that is less than the balance of the City for four of the past five years. Further, the EAV of the Study Area has increased at an annual rate that is less than the CPI for three of the past five years. This data indicates that the Study Area is an economic liability.

**Table 2: EAV History of Study Area**

Tax Year	Study Area EAV	City EAV	Balance of City EAV	Study Area %	Balance of City %	CPI %
2006	\$109,111,853	\$1,474,649,747	\$1,365,537,894			
2007	\$117,140,247	\$1,596,902,805	\$1,479,762,558	<b>7.36%</b>	8.36%	<b>2.8%</b>
2008	\$124,286,893	\$1,671,118,140	\$1,546,831,247	6.10%	<b>4.53%</b>	<b>3.8%</b>
2009	\$122,902,461	\$1,661,903,809	\$1,539,001,348	<b>-1.11%</b>	-0.51%	-0.4%
2010	\$115,032,153	\$1,568,915,730	\$1,453,883,577	<b>-6.40%</b>	-5.53%	1.6%
2011	\$107,291,339	\$1,478,384,386	\$1,371,093,047	<b>-6.73%</b>	-5.69%	3.2%

Sources: DuPage County, Kane County, St. Charles Township, and Wayne Township.

A significant contributor to economic liability of the Study Area is the Charlestowne Mall, which is almost 80% vacant as measured by the number of actual tenant spaces. While there are still four anchor tenants present (Carsons, Classic Cinemas Charlestown 18, Kohls, and Von Maur), most of the smaller tenant and restaurant spaces are vacant. The vacancy rate has resulted in the loss of sales taxes, employment opportunities, and retail/commercial services to the City. The EAV of the Charlestowne Mall itself has declined, as shown in **Table 3** below. In Tax Year 2006, the total EAV of the four Charlestowne Mall parcels<sup>2</sup> was \$8.6 million. In Tax Year 2011, the total EAV of these parcels dropped to \$5.5 million – a 36% drop in five years. In comparison, the EAV for the balance of the City of St. Charles increased by 0.5% during the same time period.

<sup>2</sup> Von Maur, Kohls', detention, and balance of mall building and parking areas.

**Table 3: EAV History of Charlestowne Mall Parcels**

Tax Year	Mall Area EAV	City EAV	Balance of City EAV	Mall Area %	Balance of City %	CPI %
2006	\$8,681,913	\$1,474,649,747	\$1,465,967,834			
2007	\$9,707,638	\$1,596,902,805	\$1,587,195,167	11.81%	<b>8.27%</b>	<b>2.8%</b>
2008	\$10,502,611	\$1,671,118,140	\$1,660,615,529	8.19%	<b>4.63%</b>	<b>3.8%</b>
2009	\$8,033,026	\$1,661,903,809	\$1,653,870,783	<b>-23.51%</b>	-0.41%	-0.4%
2010	\$6,038,143	\$1,568,915,730	\$1,562,877,587	<b>-24.83%</b>	-5.50%	1.6%
2011	\$5,553,296	\$1,478,384,386	\$1,472,831,090	<b>-8.03%</b>	-5.76%	3.2%

Sources: DuPage County, Kane County, St. Charles Township, and Wayne Township.

The Study Area shows signs of an economic underutilization of the area. The City’s current Future Land Use Map identifies that most of the Study Area is for commercial and business uses, including retail and service, manufacturing, office and research. Although limited, there are residential uses in areas currently designated for retail and service uses. There are numerous parcels of vacant land that have not been developed. There are building and tenant vacancies spread throughout the Study Area. These conditions demonstrate an economic underutilization of the area.

### **Summary Eligibility Findings**

In summary, this report concludes that the Study Area in its present condition and use is eligible for Business District designation under the Business District Act as a “blighted area”, according to the definitions in the Act. The costs associated with the development and redevelopment of the properties in the Study Area, including land preparation, utilities and infrastructure, constitute an impediment to private investment. Due to the extensive initial investment in development incentive payments, rehabilitation, and public infrastructure that is required in order to allow development and redevelopment to occur, development and redevelopment of the area will not occur solely as a result of private investment. Accordingly, Ehlers believes that absent the use of a Business District, development and redevelopment of the area is unlikely to occur.

### III. Conclusion and Next Steps

The Study Area qualifies for eligibility as a Business District under the provisions in the Business District Act as a "blighted area" -- pending the finding by the City that "but for" the adoption of the Business District development or redevelopment plan, this area would not reasonably be anticipated to be developed or redeveloped.

Ehlers recommends the City evaluate whether to proceed with the drafting of the Business District Plan document that would incorporate the eligibility findings of this report, as well as document that the business district conforms to the City's comprehensive plan for the development of the municipality as a whole. The Business District Plan would serve as the evidentiary and planning documents to be reviewed and presented to the City Council and the public at a formal public hearing. The following action steps are required by the Business District Act to enact the Business District:

- **Prepare Business District Plan document according to the Illinois Business District Act.** The Business District Plan will include the following:
  - Documentation that the Business District meets the "blighted area" criteria;
  - A specific description of the Business District and map;
  - A general description of each project proposed to be undertaken within the Business District including a description of the approximate location of each project and a description of any developer, user, or tenant of any property to be located or improved within the proposed business district;
  - The name of the proposed Business District;
  - The estimated Business District project costs;
  - Anticipated sources of funds to pay Business District project costs;
  - Anticipated type and terms of any obligation to be issued; and
  - The rate of any Business District taxes to be imposed, if any, and the period of time for which the tax(es) shall be imposed.
  
- **Prepare a Legal Description describing the proposed boundaries of the Business District** (to meet the requirement for a specific description of the Business District outlined above).
  
- **Hold a Public Hearing.** This includes providing appropriate notice of the public hearing in accordance with the Act.

- **Within 90 days of the final adjournment of the public hearing, adopt by ordinance(s) the business district plan and designation of the business district.** In particular, any ordinance adopted which approves a business district plan shall contain findings that the business district on the whole has not been subject to growth and development through investment by private enterprises and would not reasonably be anticipated to be developed or redeveloped without the adoption of the business district plan.
- **Assuming the City makes a finding that the Business District is a “blighted area,” consider adopting ordinance(s) to enact a Business District sales tax and/or a hotel/motel tax.** Business District sales and hotel/motel taxes collected are deposited in a special Business District Tax Allocation Fund for the purposes of paying business district project costs and obligations.

Although not required by the Business District Act, the City may also wish to consider meeting with businesses and property owners within the Business District to discuss its purpose, the Business District Plan, and how it can be of benefit to them as business or property owners.

Ehlers estimates the above action steps, including a meeting with local businesses, will require approximately 2 to 3 months to complete. The deadline for filing the ordinance enacting a Business District sales tax and all additional required information is as follows:

- October 1 for administration and enforcement of the tax beginning the following January; or
- April 1 for administration and enforcement of the tax beginning the following July 1, 2013.

Beyond the adoption of a Business District, there will be other actions required of the City. The City has an obligation to be prudent with the use of public resources in development and redevelopment activities. If the City chooses to pursue the adoption of a Business District and the Business District taxes, Ehlers recommends any proposed development and redevelopment projects be thoroughly reviewed prior to the dedication of any Business District funds towards eligible expenses of the project to ensure the “but for” finding is established.

There are two objectives in this project review process:

1. To ensure that the City is providing only the amount of assistance needed to make the project financially feasible to the developer.
2. To ensure that the City is aware of any financial risks it may be taking on as a result of its participation in the project.

To accomplish this, Ehlers recommends that a financial analysis of the developer's request for assistance take place. This is an analysis that reviews the developer's financial *pro forma*, including costs, revenues, and returns, and compares the proposal to similar developments to determine if the amount of assistance requested is valid. The process should also review the method the developer is requesting the City use to finance the assistance to determine what risks, if any, there are to the City. This would provide the City with information regarding the expected market absorption of the project, the developer's financing gap, and potential Business District eligible costs that must be addressed to make proposed project feasible.

Business District funds can be used for a range of development and redevelopment activities in order to implement the Business District Plan, including:

- Costs of surveys, plans, implementation, and administration of the Business District.
- Property assembly costs.
- Site preparation, grading, and demolition costs.
- Installation, repair, and construction of public works.
- Building rehab, relocation, and renovation.
- New construction of buildings, structures, and improvements. (This permitted activity differs from the TIF Act, which restricts the use of TIF funds for new construction.)
- Financing costs.
- Relocation costs.

It should also be noted that a Business District can be combined with other economic development tools, including Tax Increment Financing (TIF) districts and Special Service Areas. Used together, these tools may offer an even stronger package of revenue producing and economic development generating options for St. Charles' East Main Street Corridor.

# *Appendices*

## Appendix A: Study Area Parcel Numbers

STUDY AREA PARCELS					
0130101019	0925178001	0925426021	0926302001	0926401035	0927431003
0130101020	0925178002	0925426022	0926302002	0926401036	0927431004
0130102023	0925178003	0925426026	0926302011	0926402002	0927431006
0130102024	0925178004	0925426036	0926302012	0926402004	0927431007
0130102025	0925178005	0925426037	0926326015	0926402005	0927431008
0130102027	0925200016	0925426038	0926326016	0926402015	0927432001
0130102029	0925200017	0925426039	0926326017	0926402016	0927462003
0130102030	0925200021	0925426040	0926326018	0926402017	0927463001
0130102031	0925200030	0925426041	0926326019	0926402018	0927463002
0130102032	0925205001	0925426042	0926326020	0926402019	0927463003
0130102033	0925206001	0926252036	0926326021	0926402024	0927463004
0130201001	0925252001	0926252058	0926326024	0926402026	0927463005
0130201002	0925276002	0926252060	0926327007	0926402028	0927463006
0130201006	0925276003	0926252061	0926327008	0926402030	0927463008
0130201007	0925276005	0926252062	0926327009	0926402031	0927468007
0130201008	0925276006	0926252063	0926327010	0926402032	0927468008
0130202006	0925276009	0926276002	0926328002	0926402033	0927476001
0130300015	0925276010	0926276010	0926328007	0926402036	0927476010
0130300016	0925301012	0926276011	0926328008	0926402037	0927476011
0130300017	0925301020	0926276015	0926328010	0926426003	0927476012
0130300018	0925301021	0926276016	0926377005	0926426011	0927476013
0130300019	0925301022	0926276017	0926377006	0926426012	0927476014
0130300020	0925301024	0926276026	0926401002	0926426016	0927477007
0130400005	0925301027	0926276027	0926401004	0926426017	0927477008
0925100012	0925301028	0926276028	0926401008	0926426018	0927477009
0925100020	0925301029	0926276029	0926401010	0926426019	0927478008
0925100022	0925301030	0926276030	0926401013	0926451006	0927478009
0925100026	0925327001	0926276031	0926401016	0926451007	0927483009
0925100028	0925327004	0926276032	0926401017	0926502001	0927483010
0925103002	0925327006	0926276033	0926401018	0927429020	0927483011
0925103003	0925327007	0926276034	0926401019	0927429027	0927483012
0925103004	0925327008	0926276035	0926401020	0927429028	0927483013
0925103005	0925327009	0926276036	0926401021	0927429029	0927483014
0925103006	0925401012	0926301009	0926401022	0927429030	0927483015
0925128001	0925402001	0926301011	0926401023	0927429031	0927483016
0925151001	0925402002	0926301012	0926401024	0927429032	0927484001
0925151002	0925402003	0926301013	0926401026	0927430012	0927484005
0925152003	925426010	0926301022	0926401027	0927430013	0927484007
0925152005	925426011	0926301024	0926401029	0927430014	0927484009
0925152006	0925426019	0926301029	0926401031	0927430020	0927484010
0925152007	0925426020	0926301030	0926401032	0927430021	0927502022
			0926401034	0927431002	0927502023

## Appendix B: Representative Photographs of Study Area

The photographs on the following pages are representative samples of the conditions found in the Study Area and demonstrate the “blighted area” factors present at the time of the report. These photographs were taken in April and May 2012.





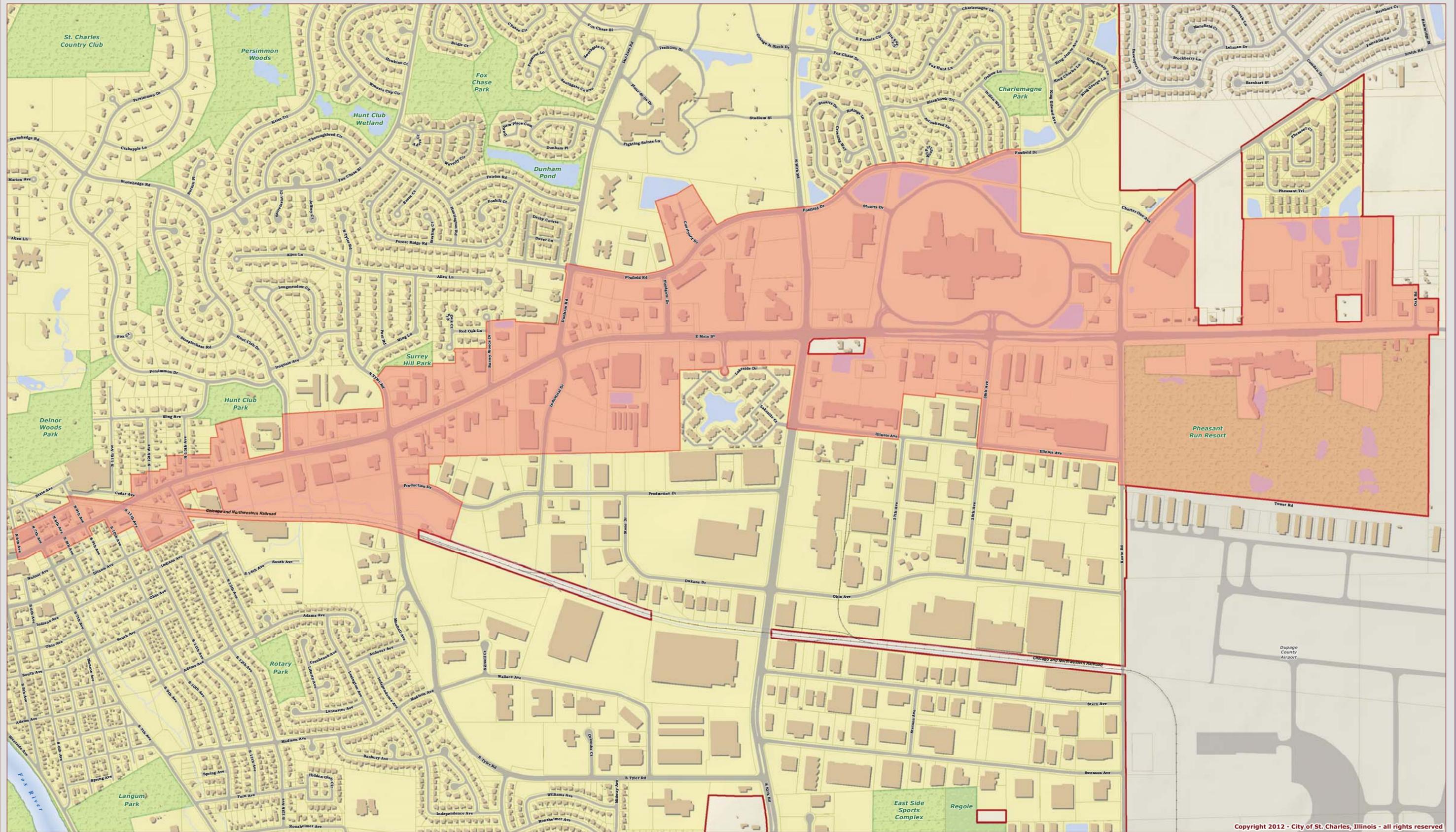












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Publication Date:  
May 2, 2012  
Data Source:  
City of St. Charles, Illinois  
Kane County, Illinois  
DuPage County, Illinois  
Projection: Transverse Mercator  
Coordinate System: Illinois State Plane East  
North American Datum 1983  
TID #: 120429153523847



 Business Development District

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ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to approve Land Purchase and Sale Agreement between City of St. Charles and Tyler/Production, LLC (1-Acre Property for Stormwater Management)
--------	--

Presenter:	Chris Aiston
------------	--------------

*Please check appropriate box:*

	Government Operations		Government Services
X	Planning & Development (06/11/12)		City Council

Estimated Cost:	\$160,000	Budgeted:	YES		NO	X
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If NO, please explain how item will be funded:

Budget Amendment

**Executive Summary:**

On May 14, 2012, the Planning & Development Committee endorsed a proposal for the City to purchase from Tyler/Production, LLC a one-acre (+/-) property (Outlot A, Tyler-Production Subdivision) and an adjacent construction/maintenance easement to allow for the City to construct a stormwater management facility (open drainage channel and associated appurtenances) to help alleviate flooding conditions within the area (7<sup>th</sup> Ave. Creek sub-watershed).

Legal counsel drafted an agreement that reflects the terms approved by the City Council.

Through the attached Agreement, the City agrees to pay Tyler/Production, LLC \$130,000 to purchase the subject parcel and an additional \$30,000 for an easement to allow the City temporary access across other parcel(s) within the Tyler-Production Subdivision for construction purposes, as well for perpetual access through such property(ies) for property maintenance.

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

Agreement; Bullet Point Position Statement in Support of Action; Schematic Depicting Subject Property (Outlot A, Tyler-Production Subdivision)

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

Recommend that the Planning & Development Committee recommend that the City Council approve a resolution authorizing the Mayor and City Clerk to execute the Agreement with Tyler/Production, LLC.

<i>For office use only</i>	<i>Agenda Item Number: 5c</i>
----------------------------	-------------------------------

## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_ day of June, 2012, by and between Tyler/Production, LLC, an Illinois limited liability company (the "Seller") and the City of St. Charles, an Illinois municipal corporation (the "Buyer").

### RECITALS:

A. Seller is the owner of certain real estate known as Tyler Production Subdivision (the "Subdivision"). Outlot A of the Subdivision (the "Property") is legally described on Exhibit A, attached hereto and incorporated herein.

B. Seller desires to sell the Property to Buyer, and Buyer desires to buy the Property from Seller, on the terms and subject to the conditions of this Agreement.

C. The Buyer also desires to acquire a construction and maintenance access easement (the "Easement") over certain property adjacent to the Property (the "Easement Parcel"), such portion legally described on Exhibit B, attached hereto and incorporated herein.

THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

### ARTICLE I PURCHASE AND SALE

1.01. Agreement to Buy and Sell. Subject to the terms and conditions of this Agreement, Seller will sell to Buyer, and Buyer will purchase from Seller, good and marketable title to the Property subject only to the Permitted Exceptions which are set forth on Exhibit C, attached hereto and incorporated herein.

1.02. Purchase Price. The purchase price (the "Purchase Price") for the Property will be One Hundred Thirty Thousand Dollars (\$130,000). The purchase price for the Easement (the "Easement Purchase Price") shall be Thirty Thousand Dollars (\$30,000).

1.03. Payment Terms. The Purchase Price and the Easement Purchase Price will be payable at Closing (as hereinafter defined), plus or minus prorations provided for under this Agreement, and less other credits to which Buyer is entitled under the terms of this Agreement, in U.S. funds, by cashier's check or wire transfer of immediately available funds.

### ARTICLE II CERTAIN PRE-CLOSING MATTERS

2.01. Title Commitment. Within five (5) days of the execution of this Agreement, Seller will deliver to Buyer a commitment for an owner's title insurance policy ("Title Commitment") issued by Chicago Title Insurance Company (the "Title Company") in the amount of the

Purchase Price, covering title to the Property on or after the date of this Agreement, showing title in the intended grantor, subject only to the general exceptions contained in the policy, the Permitted Exceptions and title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at Closing and which Seller will so remove or cause to be removed at Closing by using funds Buyer will pay upon delivery of the deed.

2.02. Survey. Within fifteen (15) days of the execution of this Agreement, Seller shall deliver a survey (the "Survey") to Buyer, at Seller's sole cost and expense. The Survey shall show no encroachments onto the Property from any adjacent property, no encroachments by or from the Property onto any adjacent property and no violation of or encroachments upon any recorded building lines, restrictions or easements affecting the Property. If the Survey is dated more than ninety (90) days prior to the Closing Date (as hereinafter defined), Seller shall furnish at Closing a certificate of the surveyor to Buyer dated within ninety (90) days prior to Closing certifying that there have been no changes or additions to the Property since the date of the Survey.

2.03. Title Defects. If either the Title Commitment or the Survey disclose any encroachment or violation or any exceptions to title other than an exception described in Section 2.01 of this Agreement (an "Unpermitted Exception"), Seller shall have ten (10) days from the date of delivery thereof to have the Title Company issue its endorsement insuring against damage caused by such encroachments, violations or Unpermitted Exceptions, and provide evidence thereof to Buyer. If Seller fails to have the same insured against within said 10-day period, Buyer may elect, on or before the Closing, to terminate this Agreement or accept the Property subject to such encroachments, violations and Unpermitted Exceptions.

2.04. Demolition of Structures. Prior to the Closing, the Seller shall, at its sole expense, demolish all structures on the Property. Such demolition shall be done in accordance with all applicable laws, ordinances and regulations.

### ARTICLE III APPORTIONMENT OF COSTS

3.01. Real Estate Taxes. General and special real estate and other ad valorem taxes and assessments and other state or city taxes, fees, charges and assessments affecting the Property, if any, shall be prorated as of the Closing Date on the basis of one hundred five percent (105%) of the most recent ascertainable amounts of, or other reliable information in respect to, each such item, and the net credit to Buyer or Seller shall be paid in cash at the Closing. Any such taxes prorated on an estimated basis on the Closing Date shall be re-prorated by the parties when and as the actual amount of such item becomes known. Any adjustment due to re-proration shall be effected not later than ten (10) days following final determination of the amount of such item and demand by the party to whom credit is due.

3.02. Transfer Taxes. Seller will pay all transfer taxes imposed by the State of Illinois, Kane County and the City of St. Charles, if any.

3.03. Title; Recording Costs. Seller will pay any fee the Title Company charges for issuing the Title Commitment, including any date down fee, and will also pay all premiums for the Owner's title insurance policy. Seller will pay any separate title exam charges and the recording fees for any mortgage or other encumbrance releases. Buyer will pay the recording fees for the deed conveying the Property.

#### ARTICLE IV CLOSING

4.01. Closing Date and Location; Escrow. Seller and Buyer will use their best efforts to close this transaction by June 30, 2012 (the "Closing Date"), subject, however, to satisfaction of the conditions set forth in this Agreement, at the offices of the Title Company, or at such other time as is mutually acceptable to Seller and Buyer. In this Agreement, the term "Closing" refers to Seller's conveyance of title to the Property to Buyer. Closing will take place through a New York style deed and money escrow with the Title Company serving as escrow agent (the "Escrow Agent"). Not less than two (2) days before the Closing Date, Seller and Buyer will execute the standard form of New York style deed and money escrow instructions then in use by the Escrow Agent, modified as necessary to conform to the terms of this Agreement. Seller and Buyer will each pay one-half (1/2) of the escrow fee.

4.02. Seller's Closing Documents. At Closing, Seller will deposit with the Escrow Agent for delivery to Buyer, the following documents:

- (a) A recordable trustee's deed, in form reasonably acceptable to Buyer's counsel and the Title Company, conveying good and marketable title to Buyer in fee simple, free and clear of all liens and encumbrances, except the Permitted Exceptions.
- (b) An ALTA Owner's Title Insurance Policy ("Title Policy") issued by the Title Company in the form customarily used by the Title Company for property similar to the Property, in the amount of the Purchase Price, insuring that Buyer or Buyer's assignee has marketable, good, insurable and indefeasible fee simple title to the Property, subject only to the general exceptions of the Policy, the Permitted Exceptions, and any other exceptions Buyer has elected to accept.
- (c) Payoff letters issued by the holders of all mortgages or trust deeds of record, if any, setting forth the amount(s) required to release the Property from such mortgages or trust deeds, or release deed(s) sufficient to release such mortgages or trust deeds or record as to the Property.
- (d) A duly executed affidavit attesting to the absence of any claims of lien or potential lienors known to the Seller and further attesting that there have been no improvements to the Property for one hundred twenty (120) days immediately preceding the Closing Date which have not been fully paid for.
- (e) ALTA Statements, executed in duplicate.

- (f) Executed real estate transfer tax declarations.
- (g) Executed Closing Statement.
- (h) Executed Easement Agreement, in the form attached hereto and incorporated herein as Exhibit D granting a construction and maintenance access easement over the Easement Parcel.
- (i) Such other documents as reasonably may be required to consummate the transaction contemplated by this Agreement.

4.03. Buyer's Closing Documents. At Closing, in addition to the Purchase Price, Buyer will deposit with the Escrow Agent for delivery to Seller, the following documents:

- (a) ALTA Statements in duplicate.
- (b) Executed counterpart of Seller's Closing Statement.
- (c) A copy of the ordinance or resolution of Buyer's City Council, approving this Agreement and authorizing Buyer to complete the transaction described herein, certified by an authorized officer of Buyer as being a true and complete copy of the original and as being in effect.
- (d) Such other documents as reasonable may be required to consummate the transaction contemplated by this Agreement.

## ARTICLE V REPRESENTATIONS AND WARRANTIES

5.01. Seller's Representations and Warranties. To induce Buyer to enter into this Agreement, Seller makes the following representations and warranties (all of which representations and warranties will be deemed to have been made again at the time of the Closing, and all will survive the Closing), and Seller's obligations under Section 5.03 to indemnify and hold Buyer harmless from any and all loss, expense or liability Buyer may suffer or incur, including reasonable attorneys' fees and court costs, as a result of any inaccuracy in any of such representations and warranties, will be applicable.

(a) Seller has full power and authority to enter into and carry out the terms and provisions of this Agreement. The execution and performance of this Agreement and the terms and provisions hereof by Seller are not inconsistent with, and do not result in the breach of any terms of any agreement or instrument to which Seller is a party or by which Seller may be bound.

(b) Seller has the right and authority to perform hereunder without obtaining any consent from governmental authorities or others except as expressly provided herein. The transactions

herein contemplated will not constitute a violation of any applicable law, rule, regulation, ordinance, judgment, order or decree of any governmental entity or court to which Seller is subject.

(c) Seller will at all times on and after the date of this Agreement, act with diligence and in good faith to satisfy any contingencies remaining unsatisfied from time to time, and to perform its obligations under this Agreement.

5.02. Buyer's Representations and Warranties. To induce Seller to enter into this Agreement, Buyer makes the following representations and warranties (all of which representations and warranties will be deemed to have been made again at the time of Closing, and all will survive the closing), and Buyer's obligations under Section 5.03 to indemnify and hold Seller harmless from any and all loss, expense or liability Seller may suffer or incur, including reasonable attorneys' fees and court costs, as a result of any inaccuracy in any of such representations and warranties, will be applicable.

(a) Buyer is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Illinois, with full power and authority to enter into and carry out the terms and provisions of this Agreement. The execution and performance of this Agreement and the terms and provisions hereof by Buyer are not inconsistent with, and do not result in the breach of any terms of any agreement or instrument to which Buyer is a party or by which Buyer may be bound.

(b) Buyer has the right and authority to perform hereunder without obtaining any consent from governmental authorities or others except as expressly provided herein. The transactions herein contemplated will not constitute a violation of any applicable law, rule, regulation, ordinance, judgment, order or decree of any governmental entity or court to which Buyer is subject.

(c) Buyer will at all times on and after the date of this Agreement act with diligence and in good faith to satisfy any contingencies remaining unsatisfied from time to time, and to perform its obligations under this Agreement.

5.03. Survival of Representations and Warranties; Indemnification. The representations and warranties of the parties will be deemed to be continuing representations and warranties up to and including the Closing Date, with the same force and effect as though such representations and warranties had been made as of Closing. The representations and warranties of the parties will further survive the Closing, will not merge with any deed of conveyance, and will be continuing commitments and obligations of the parties hereto following the Closing Date, subject to any applicable statutes of limitations. Seller and Buyer agree to reimburse and indemnify each other (and Seller's and Buyer's employees, agents, successors and assigns) from and against all liability, damages and losses whatsoever, including reasonable attorney's fees and court costs, resulting from any misrepresentation, breach of warranty, or breach of covenant made by the indemnifying party in this Agreement or in any document certificate or exhibit given or delivered to the other pursuant to this Agreement.

ARTICLE VI  
ENVIRONMENTAL

6.01. Environmental Definitions. For purposes of this Article VI, the term "Hazardous Substance" shall mean at any time, any substance, waste, pollutant, contaminant or material, in solid, liquid or gaseous form, which:

(a) Is a substance regulated or defined or designated as hazardous, extremely or imminently hazardous, dangerous or toxic pursuant to any law, by any local, state, territorial or federal governmental authority; or

(b) Is a substance with respect to which such a governmental authority otherwise requires environmental investigation, monitoring, reporting, or remediation, including but not limited to,

(1) All substances, wastes, pollutants, contaminants and materials regulated, or defined or designated as hazardous, extremely or imminently hazardous, dangerous or toxic, under the following federal statutes and their state counterpart, as well as these statutes' implementing regulations: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.*, the Clean Water Act, 33 U.S.C. §1251 *et seq.*, the Clean Air Act, 42 U.S.C. §7401 *et seq.*, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11011 *et seq.*, the Safe Drinking Water Act, 33 U.S.C. §300f *et seq.*, the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136 *et seq.*, and the Atomic Energy Act, 42 U.S.C. §2011 *et seq.*;

(2) Petroleum and petroleum products including crude oil and any fractions thereof;

(3) Natural gas, synthetic gas, and any mixtures thereof;

(4) Radon;

(5) Radioactive substances;

(6) Asbestos;

(7) Urea formaldehyde;

(8) Polychlorinated biphenyl; and

(9) Electromagnetic field radiation.

The term "Environmental Laws" shall mean all statutes specifically described in the foregoing sentence and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Substances.

6.02. Environmental Representations and Warranties. Seller represents and warrants that to the best of Seller's actual knowledge: (i) neither the Property nor any part thereof is in breach of any Environmental Laws, and (ii) the Property is free of any Hazardous Substances that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached (collectively, a "Breach"), and if such Breach gives rise to or results in liability (including, but not limited to, a response action,

remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Seller shall promptly take any and all remedial and removal action as required by law to clean up the Property, mitigate exposure to liability arising from, and keep the Property free of any lien imposed pursuant to, any Environmental Laws as a result of such Beach.

6.03. Environmental Assessment. The Buyer has obtained a Phase I environmental site assessment prepared by SECOR International, Incorporated, dated December 21, 2004.. The Seller shall, at its sole expense, obtain a Phase II environmental site assessment. Should the Phase II assessment reveal the need for any remediation, the Seller shall perform such remediation at its sole expense. The remediation shall be to the Tier I industrial/commercial properties level, as defined in Part 742 of the Illinois Administrative Code, and shall be completed in accordance with the laws of the State of Illinois and all rules and regulations promulgated thereunder. Such remediation shall be completed no later than \_\_\_\_\_, 2012. The Seller shall apply for and obtain a comprehensive, unconditional No Further Remediation (NFR) Letter prior to the Closing Date issued by the IEPA pursuant to the Site Remediation Program.

The Seller shall also be responsible for filing, at its sole expense, IEPA Form 663 regarding clean construction or demolition debris in connection with the demolition activities on the Property.

6.04. Environmental Indemnity. Additionally, but not in lieu of Seller's affirmative undertakings set forth in Section 6.02, Seller agrees to indemnify, defend and hold harmless Buyer from and against any and all debt, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable attorneys' fees and expenses, consultant's fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Buyer and its grantees as a result of any matter, condition or state of fact involving Environmental Laws or Hazardous Substances which existed on or arose prior to the Closing Date and which failed to comply with (i) the Environmental Laws in effect as of the Closing Date or (ii) any existing common law theory based on nuisance or strict liability in existence as of the Closing Date, regardless of whether or not Seller had knowledge of same as of that Closing Date. The representations and warranties of the Seller under this Article VI will be deemed to be continuing representations and warranties of the Seller up to and including the Closing Date, with the same force and effect as though such representations and warranties had been made as of Closing. The representations and warranties of the Seller in this Article VI will survive the Closing, will not merge with any deed of conveyance, and will be continuing commitments and obligations of the Seller hereto following the Closing Date, subject to any applicable statute of limitations.

6.05. No Notices. Seller has received no notice that the Property or any part thereof is, and, to the best of the Seller's knowledge and belief, no part of the Property is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards other than as noted on the Title Commitment.

ARTICLE VII  
POSSESSION

7.01. Delivery at Closing. Seller will deliver possession of the Property to Buyer at Closing, and shall remove any personal property belong to Seller from the Property prior to Closing.

ARTICLE VIII  
BROKERS

8.01 No Brokers. Seller and Buyer represent and warrant to each other that they have dealt with no brokers or real estate agents in connection with the transaction described in this Agreement.

8.02. Indemnity. Seller and Buyer will indemnify each other against all loss, cost, damage and expense the other may incur as the result of a claim for commission, fee or other compensation made by any broker or real estate agent by reason of the transaction described in this Agreement, where such claim is based on dealings or alleged dealings by such broker or agent with the indemnifying party.

8.03. Survival. The representations and warranties of Seller and Buyer, and their agreements contained in this Article VIII, will survive the Closing or other termination of this Agreement.

ARTICLE IX  
MISCELLANEOUS

9.01. Fees and Expenses. All costs, fees and expenses, including reasonable attorneys' fees, and court costs, incurred by a non-defaulting party as a result of the default of the other party will be paid by the defaulting party.

9.02. Notices. Any notice required or permitted to be given under this Agreement will be in writing and will be deemed to have been given when delivered personally or on the date deposited in the United States mail, registered or certified mail, postage pre-paid, return receipt requested, and addressed as follows:

If to Seller:	Tyler/Production, LLC Attn: Robert Rasmussen 409 East Illinois Street St. Charles, Illinois 60174 Telephone: 630/443-9393 Facsimile: 630/443-9008 <a href="mailto:bob@midwestcustomhomes.com">bob@midwestcustomhomes.com</a>
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With a copy to: Bochte, Kuzniar & Navigato, P.C  
Attn: William F. Bochte  
2580 Foxfield Road Suite 200  
St. Charles, Illinois 60174  
Telephone: 630/377-7770  
Facsimile: 630/377-3479  
[wbochte@bknblaw.com](mailto:wbochte@bknblaw.com)

If to Buyer: City of St. Charles  
Attn: Brian Townsend  
Two East Main Street  
St. Charles, IL 60174  
Telephone: 630/377-4422  
Facsimile: 630/377-4440  
[btownsend@stcharlesil.gov](mailto:btownsend@stcharlesil.gov)

With a copy to: Gorski & Good, LLP  
Attn: Robin Jones  
211 S. Wheaton Avenue, Suite 305  
Wheaton, IL 60187  
Telephone: 630/665-7500  
Facsimile: 630/665-8670  
[rjones@gorski-good.com](mailto:rjones@gorski-good.com)

or to such other address as a party may from time to time specify in writing to the other parties in accordance with the terms hereof.

9.03. Amendment. This Agreement cannot be amended or terminated except by written instrument signed by all the parties hereto.

9.04. Waiver. No failure by Seller or Buyer to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy upon a breach thereof, will constitute a waiver thereof. Any party hereto, by notice to the other parties, may, but will be under no obligation to, waive any of its rights or any condition to its obligations hereunder, or any duty, obligation or covenant of the other parties hereto. No waiver will affect or alter any other covenant, agreement, terms or condition of this Agreement, all of which shall continue in full force and effect.

9.05. Captions. The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.

9.06. Governing Law. This Agreement has been entered into in the State of Illinois and will be interpreted under and government by the laws of the State of Illinois.

9.07. Assignment. Buyer may not assign this Agreement, or any of Buyer's rights hereunder, not may Buyer delegate its duties, without first obtaining Seller's written consent, which Seller may withhold in its absolute discretion.

9.08. Binding Effect. Without limiting the provisions of Section 9.07, this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and assigns.

9.09. Prior Agreements. This Agreement (including the exhibits attached hereto) is the entire agreement between Seller and Buyer and supersedes in its entirety all prior agreements and understandings relating to the Property. The Exhibits attached hereto are a material part of this Agreement.

9.10. Time of the Essence. Time is of the essence of the performance of each of the obligations of Seller and Buyer.

9.11 Execution. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of this document may be accomplished by electronic facsimile reproduction ("Fax") or electronic mail ("E-mail"); if Fax or E-mail delivery is utilized, the original document shall be promptly executed and/or delivered, if requested.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written.

SELLER:

TYLER/PRODUCTION, LLC, an Illinois limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_

BUYER:

CITY OF ST. CHARLES, an Illinois municipal corporation

By: \_\_\_\_\_  
Mayor

ATTEST:

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

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "B"

LEGAL DESCRIPTION OF EASEMENT PARCEL

## EXHIBIT "C"

### PERMITTED EXCEPTIONS

1. Covenants, conditions and restrictions of record;
2. Private, public and utility easements and roads and highways, if any;
3. General taxes for 2012 and subsequent years;
4. Special taxes or assessments for improvements not yet completed, if any;
5. Installments not due as of the Closing Date for any special tax or assessment for improvements previously completed.

# City's Land Purchase for Stormwater Management

## Position Statement

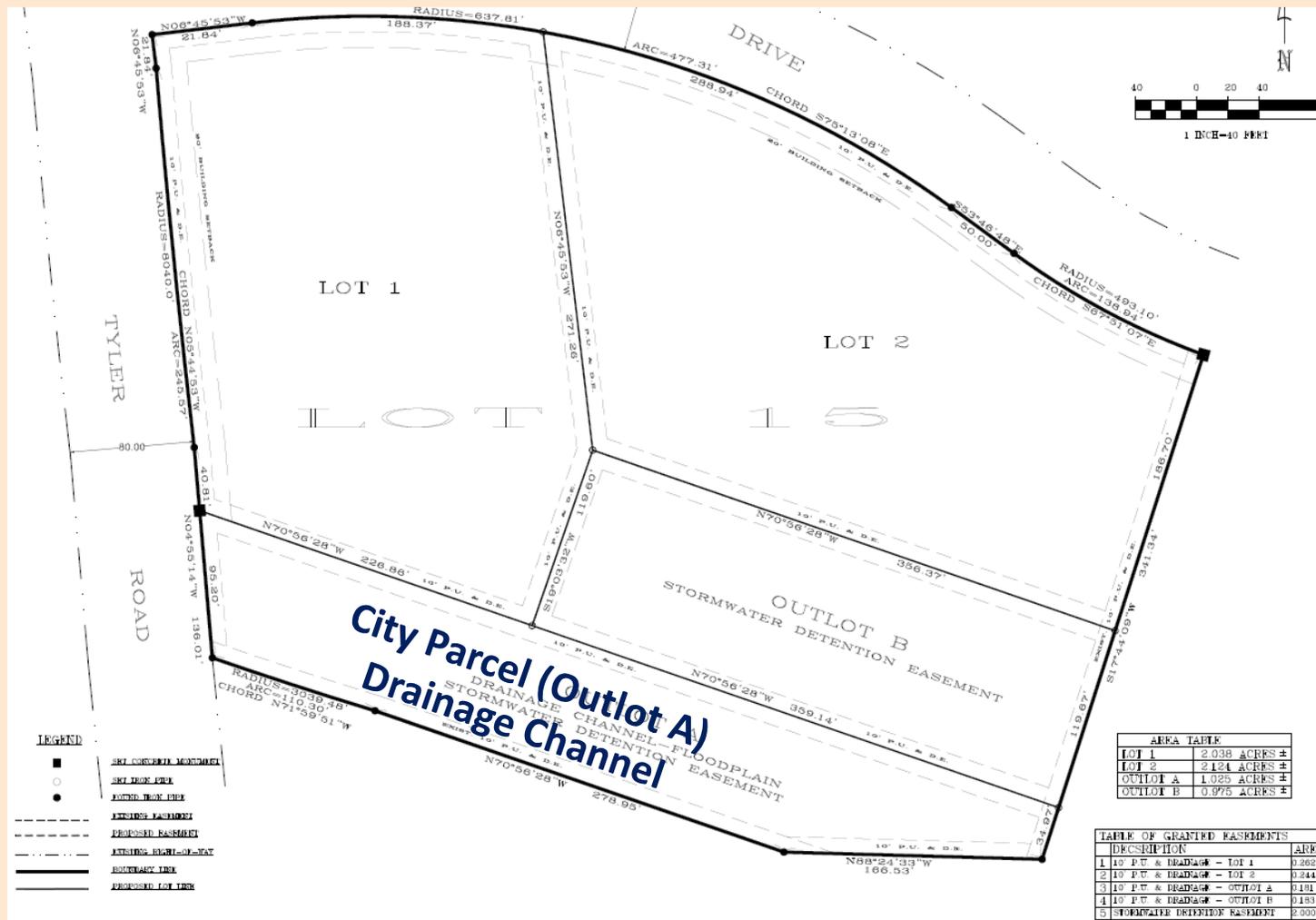
### I. One-Acre Land Purchase

- A. City to purchase 1+ acre of land (Outlot A, Tyler-Production Sub.) for the purpose of constructing an open drainage channel and for \$130,000 (\$3.00 /sf)
- B. City to purchase construction/maintenance easement across other parcel(s) in the subdivision to construct and have perpetual access to the drainage channel for \$30,000.
- C. July, 2011 appraisal for entire 6+ acre at 410 S. Tyler (single tract prior to subdivision) indicates property value of \$800,000 (\$3.00/sf). This is a blended value across the entire 6-acre tract.
- D. The price to be paid by the city represents the per acre value as determined by the appraisal ( $\$130,000 \times 6 \text{ acres} = \$800,000$ ).
- E. Property located in the southerly 2-acres of total tract is currently located in the regulatory floodplain and was appraised at a value between \$1.00 - \$2.00 /sf.
- F. Why, then is the City willing to pay \$3.00 per sf?
  - i. As the subject property is in the floodplain, it is of very limited, if any, value to private development interest, as it is essentially unbuildable. The appraisal must consider fair market value and accounts for its unbuildable condition. However its value to the city is not related to its value as a development parcel but as lowland open space.
  - ii. The City, unlike a private party interest, is charged with the public's safety and welfare. As such, the City must address known flooding conditions within its corporate boundaries. Such conditions currently exist within the area surrounding and including the subject property (7th A<sup>ve</sup>. Creek sub-watershed). The subject 1-acre tract can accommodate the city's desired stormwater management improvements.

### II. Public Benefits Derived from Land Purchase

City to purchase strategically located property for open space and area-wide stormwater management. Public facilities will include an open drainage channel and new, enlarged culvert system beneath Tyler Road, allowing unobstructed flow of stormwater runoff into downstream detention facility.

# Subject Property: Outlot A, Tyler-Production Subdivision





## AGENDA ITEM EXECUTIVE SUMMARY

Title: Update on the Comprehensive Plan Project – Information Only

Presenter: Russell Colby

*Please check appropriate box:*

	Government Operations		Government Services
X	Planning & Development (6/11/12)		City Council

Estimated Cost:		Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

The Task Force met on May 24 to review draft Key Focus Area Plans for the West Gateway and Downtown. The consultant is currently revising the documents based on the Task Force comments. A public open house/workshop will be held to review the West Gateway and Downtown plans in late June or July.

A draft of the East Gateway Focus Area is on hold pending the completion of the study work and Visioning planned for the Charlestowne Mall site. The Visioning is anticipated in July.

After the East Gateway Focus Area Plan is complete, a second public open house/workshop will be held to review this document, along with a Corridor Plan for the Main Street corridor.

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

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

For information only.

*For office use only:*      *Agenda Item Number:* 6a