

**AGENDA
CITY OF ST. CHARLES
PLANNING & DEVELOPMENT COMMITTEE
ALD. STEVE WEBER– CHAIR
MONDAY, MARCH 13, 2023 - 7:00 PM
CITY COUNCIL CHAMBERS
2 E. MAIN STREET**

1. CALL TO ORDER

2. ROLL CALL

3. OMNIBUS VOTE

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

4. COMMUNITY & ECONOMIC DEVELOPMENT

- a. Recommendation to approve a Resolution to Award Construction Bid to Martam Construction and Execute a Purchase Order for 1st Street Plaza Project Phase 2.
- b. Consideration of a request for Temporary Closure of Walnut Avenue through October 31, 2023.
- c. Consideration of a request for a Temporary License Agreement for Outdoor Dining with C&A Management Group, LLC (Flagship on the Fox- 100 Riverside Ave.)
- d. Consideration of a request for a Temporary License Agreement for Outdoor Dining with Pollyanna Brewing Company (106 Riverside Ave).
- e. Recommendation to approve a First Amendment to Parking Easement Agreement between the City of St. Charles and STC Morse.
- f. Plan Commission recommendation to approve a PUD amendment for Charlestowne Lakes PUD regarding Townhome Building Height.
- g. Plan Commission recommendation to approve a PUD Preliminary Plan and Minor Subdivision Final Plat for McGrath Kia (McGrath Business Center PUD).

5. PUBLIC COMMENT

6. ADDITIONAL ITEMS FROM MAYOR, COUNCIL OR STAFF


7. EXECUTIVE SESSION

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

8. ADJOURNMENT

ADA Compliance

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

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number:
	Title:	Recommendation to approve a Resolution to Award Construction Bid to Martam Construction and Execute a Purchase Order for 1 st Street Plaza Project Phase 2	
	Presenter:	Peter Suhr, Director of Public Works	
Meeting: Planning & Development Committee Date: March 13, 2023			
Proposed Cost: \$ 4,289,841		Budgeted Amount: \$3,087,632	Not Budgeted: <input type="checkbox"/>
TIF District: TIF 7 - Central Downtown (VOTING RESTRICTION)			
<p>Executive Summary (if not budgeted, please explain):</p> <p>The City bid this project on February 24, 2023 with two companies providing proposals. Martam Construction of Elgin, Illinois provided the lowest responsive and responsible bid. The City has completed several projects of similar size and scope with Martam Construction, including 1st Street Plaza Phase 1, and staff does not have any concerns about Martam Construction's ability to complete this project successfully. The project scope includes completing the entire 1st Street Plaza as presented at previous committee meetings and approved by the Plan Commission and Historic Preservation Commission. If awarded the project in March, Martam would begin mobilization in early April and be substantially complete with the project in November.</p> <p>Bid Results:</p> <ol style="list-style-type: none"> 1. Martam Construction, Inc. – Base Bid = \$4,249,841 + Alt. Bids = \$40,000 = Total \$4,289,841 2. Copenhaver Construction – Base Bid = \$4,571,724 + Alt. Bids = \$902,200 = Total \$5,473,924 <p>Martam Construction Base Bid and Alternative Bids include the entire project scope as presented to past committee's including:</p> <ul style="list-style-type: none"> • Alternate No. 1 & No. 4 – Galvanized Steel Trellis • Alternate No. 2 – Precast Concrete Seat Wall Caps • Alternate No. 3 – Manufactured Light Poles for String Lights (Historic Commission) • Alternate No. 6 – Factory Sealing of Pavers <p>Staff has NOT included Alternate No. 5 in the Proposed Cost. Alternate No. 5 is for In-ground Up Lights at 62 Trellis Columns. This was a suggestion from the Plan Commission and is an added cost of \$86,500.</p> <p>Additional costs needed for the Phase 2 Construction includes Bidding and Construction Oversight by our consulting architects/ engineers. Those costs are estimated at about \$175,000, are not included in the proposed costs under this recommendation and will be forthcoming for approval if the project is awarded.</p> <p>The St. Charles Initiative currently has about \$671,621 of donations and pledges designated for Phase 2 construction, therefore the remaining \$3,618,220 would be the net costs to the City at this time.</p>			
<p>Attachments (please list):</p> <p>*Bid Results *Resolution *Presentation Information</p>			
<p>Recommendation/Suggested Action (briefly explain):</p> <p>Recommendation to approve a Resolution to award construction bid to Martam Construction, Inc. and Execute a Purchase Order for 1st Street Plaza Project Phase 2.</p>			

First Street Plaza Phase 2 (PW2023-1) Bid Tabulation

1. BASE BID - Amount to complete all of the Work included in the Bidding Documents.

BID BREAKDOWN

DIVISION 2 EXISTING CONDITIONS

DEMOLITION: (including Line items from Quantity Sheet - 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31, 32, 33. 44)

DIVISION 3 CONCRETE

CONCRETE FOUNDATIONS: (foundations for Trellis, Kiosks, Light Poles, Bollards Flagpole)

DIVISION 4 MASONRY

MASONRY BENCHES/SEAT WALLS: (including Line items from Quantity Sheet - 80)

MASONRY (other than Benches/Seat Walls)

DIVISION 5 METALS

STRUCTURAL STEEL:
COLD-FORMED METAL FRAMING:
MISCELLANEOUS METALS:
PIPE AND TUBE RAILINGS:
DECORATIVE METAL (KIOSK LANTERNS)

DIVISION 6 WOOD, PLASTICS, AND COMPOSITES

ROUGH CARPENTRY/SHEATHING:

DIVISION 7 THERMAL AND MOISTURE PROTECTION

DAMPPROOFING /WATERPROOFING:
WEATHER BARRIER / ICE & WATER SHIELD:
SHEET METAL FLASHING/TRIM:
SEALANTS:

DIVISION 8 OPENINGS

KIOSK ACCESS DOORS AND FRAMES:

DIVISION 9 FINISHES

HIGH-PERFORMANCE COATINGS:

DIVISION 10 SPECIALTIES

METAL PANEL SIGNAGE:
FLAGPOLES:

DIVISION 12 FURNISHINGS

NOT APPLICABLE

DIVISION 21 FIRE SUPPRESSION

Martam Construction	Copenhaver Construction
\$ 4,249,841.00	\$ 4,571,724.00

\$ 127,194.00	\$ 515,000.00
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\$ 458,000.00	\$ 37,000.00
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\$ 303,515.00	\$ 320,000.00
\$ 26,000.00	\$ 45,000.00

\$ 360,000.00	\$ 820,000.00
\$ 178,000.00	\$ 2,000.00
\$ 5,200.00	\$ 1,000.00
\$ 86,000.00	\$ 90,000.00
\$ 8,000.00	\$ 21,000.00

\$ 22,000.00	\$ 500.00
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\$ 3,200.00	\$ 17,000.00
\$ 1,200.00	\$ 5,000.00
\$ 3,800.00	\$ 5,000.00
\$ 600.00	\$ 5,000.00

\$ 6,000.00	\$ 15,000.00
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\$ 1,200.00	\$ 8,000.00
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\$ 11,600.00	\$ 6,000.00
\$ 10,000.00	\$ 12,000.00

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GENERAL CONDITIONS: (including Line items
from Quantity Sheet - 1, 2, 3, 4, 34, 51, 81

TOTAL BASE BID:

2. ALTERNATE BIDS

ALTERNATE NO. 1: Galvanized steel trellis structure assemblies.
ADD / SUBTRACT THE FIRM LUMP SUM OF
ALTERNATE NO. 2: Precast concrete seat wall caps.
ADD / SUBTRACT THE FIRM LUMP SUM OF
ALTERNATE NO. 3: Manufactured light poles for string lights.
ADD / SUBTRACT THE FIRM LUMP SUM OF
ALTERNATE NO. 4:Galvanized baseplates at trellis columns.
ADD / SUBTRACT THE FIRM LUMP SUM OF
ALTERNATE NO 5. Inground uplights at sixty-two trellis colums
ADD / SUBTRACT THE FIRM LUMP SUM OF
ALTERNATE NO. 6: Factory Sealing of Pavers
ADD / SUBTRACT THE FIRM LUMP SUM OF
ALTERNATE NO. 7: Salvage and Install Existing Clay Paver
ADD / SUBTRACT THE FIRM LUMP SUM OF
TOTAL BASE BID WITH ALTERNATES

3. OPTIONAL ALTERNATES

The Contractor may at his option submit alternate proposals for various items outlined in the
drawings and specifications for the Owner's consideration: (Insert additional sheets if required)

OPTIONAL ALTERNATE NO. 1:
Maintenance of Existing Light per Month
ADD/ SUBTRACT THE FIRM LUMP SUM OF
OPTIONAL ALTERNATE NO. 2:
Maintenance of Existing Traffic Signals per Month
ADD/ SUBTRACT THE FIRM LUMP SUM OF
OPTIONAL ALTERNATE NO. 3:
ADD/ SUBTRACT THE FIRM LUMP SUM OF
OPTIONAL ALTERNATE NO. 4:
ADD/ SUBTRACT THE FIRM LUMP SUM OF

\$	300,490.00	\$	528,000.00
\$	4,249,841.00	\$	4,571,724.00

INCLUDED	\$	800,000.00	
NO Add or Deduct	\$	(2,800.00)	
\$	32,500.00	\$	70,000.00
INCLUDED	\$	20,000.00	
\$	86,500.00	\$	175,000.00
\$	(7,500.00)	\$	15,000.00
\$	15,000.00	\$	27,500.00
\$	4,376,341.00	\$	5,676,424.00

\$	500.00	NA
\$	600.00	NA
NA		NA
NA		NA

Project Costs – November 2022

Phase 1

Site Acquisition, Design and Construction Costs	\$	2,042,707
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Grants, and First Street Initiative Donations	\$	794,171
(Includes \$600,000 Exelon Grant and \$56,153 Riverboat Grant)		

Net Phase 1 City Costs	\$	1,248,536
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Phase 2

Plaza Construction and Construction Management	\$	3,262,632
(Includes 15% Contingency and Inflation Factor)		

Initiative Donations Received or Pledged to-Date	\$	671,621
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Net Phase 2 City Costs	\$	2,591,011
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Project Cost Estimate vs. Bid (Phase 2)

	November 2022 Estimates	March 2023 Bid	Difference
Construction Costs	\$3,087,632	\$4,289,841	\$1,202,209
St. Charles Initiative Donations & Pledges	\$671,621	\$671,621	\$0
Net Phase 2 City Costs	\$2,416,011	\$3,618,220	\$1,202,209

Considerations for Phasing Construction

- Additional Costs
 - Additional Professional Services Costs to Modify Construction Documents
 - Added Inflationary Costs for 1 year (+5%)
 - Loss of Economy of Scale
- Additional Time
 - Possible Delay for Construction in Spring of 2023
 - Multiple Bids, Multiple GC's and Multiple Mobilizations
- Extended & Multiple Disruptions to Local Businesses/ Customers
- Sequence of Phasing – Project Donations Associated w/ Phase 2B (2024)
- Undesirable Temporary Conditions

Considerations for Phasing Construction



CITY OF
ST. CHARLES
ILLINOIS • 1834

1st Street Plaza Project

Project Cost Breakdown (Phase 2)

Bottom to Top Approach	
Phase 1 - Underground	\$2,806,626
Phase 2 - Above Ground	\$1,483,215
Total	\$4,289,841

Side to Side Approach	
Egg Construction	\$3,029,511
1st Street Construction	\$1,260,330
Total	\$4,289,841

Note: The information on this page is for illustrative purposes only. If the project scope is revised significantly or additional phases added; the entire project may need to be redesigned and rebid.

Key Components Cost	
Demolition	\$127,194
Concrete Foundations	\$458,000
Pavers	\$458,000
Masonry Benches/ Seat Walls	\$330,000
Landscaping	\$158,000
Storm Sewer	\$128,000
Metal Trellis (Above Ground)	\$638,000
Site Electrical	\$348,000
Photovoltaic System (Solar)	\$86,000
Lighting Fixtures	\$115,000
String Light Poles	\$85,000
Total	\$2,931,194

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Authorizing the award of a Construction Bid to Martam
Construction for the 1st Street Plaza Project Phase 2**

**Presented & Passed by the
City Council on March 20, 2023**

WHEREAS, the City bid this project on February 24, 2023 with two companies providing bids;

WHEREAS, Martam Construction of Elgin, IL provided the lowest responsive and responsible bid;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Construction Bid be awarded to Martam Construction for the 1st Street Plaza Project Phase 2 in the submitted bid amount.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 20th day of March, 2023

PASSED by the City Council of the City of St. Charles, Illinois, this 20th day of March, 2023

APPROVED by the Mayor of the City of St. Charles, Illinois, this 20th day of March, 2023

Lora Vitek, Mayor

ATTEST:

City Clerk


COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4b
	Title:	Consideration of a Request for Temporary Closure of Walnut Avenue through October 31, 2023.	
	Presenter:	Derek Conley, Economic Development Director Russell Colby, Community Development Director	
Meeting: Planning & Development Committee		Date: March 13, 2023	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: TIF 7 - Central Downtown (VOTING RESTRICTION)			
<p><u>Background:</u></p> <p>This executive summary pertains to items 4.b, 4.c, 4.d, 4.e as each item needs to be considered in conjunction. An aerial map has been attached to assist in explaining each item. Both Pollyanna Brewing (106 Riverside Ave.) and Flagship on the Fox (100 Riverside Ave.) have expressed interest in continuing use of public space for outdoor café areas during the 2023 season. In order for the City to accommodate this request the following resolutions/agreements need to be approved:</p> <ol style="list-style-type: none"> <p>1. Temporary Closure of Walnut Avenue through October 31, 2023</p> <p>The temporary closure of Walnut Avenue needs to be approved before the City can enter into a subsequent agreement with Flagship on the Fox (C&A Management Group, LLC) to allow for outdoor dining.</p> <p>2. License Agreement for Outdoor Dining with C&A Management Group, LLC (Flagship on the Fox- 100 Riverside Ave.)</p> <p>The license agreement with Flagship on the Fox would grant the restaurant access to Walnut Avenue for the purpose of providing an outdoor dining patio. The layout of the outdoor dining patio will be the same as 2022. The license would be based upon the same timeframe and fees being imposed for use of the First Street plazas (two 100-day time periods- April 15 to Oct. 31, \$0.50 per square foot of outdoor café area per 100-day period).</p> <p>3. Temporary License Agreement for Outdoor Dining with Pollyanna Brewing Company (106 Riverside Ave.)</p> <p>The license agreement with Pollyanna Brewing would grant access to the city-owned portion of the parking lot directly south of the Pollyanna building for the purpose of providing an outdoor dining patio. The layout of the outdoor dining patio will be the same as 2022. The license would be based upon the same timeframe and fees being imposed for use of the First Street plazas (two 100-day time periods- April 15 to Oct. 31, \$0.50 per square foot of outdoor café area per 100-day period).</p> <p>4. First Amendment to Parking Easement Agreement between the City of St. Charles and STC Morse</p> <p>In May 2013, the City entered into a Parking Easement Agreement for the parking lot adjacent to the Flagship and Pollyanna building. The parking lot is partially owned by the City and partially privately owned, see Aerial Map Exhibit with ownership labeled. The agreement grants reciprocal access to both the City and</p> 			

private ownership over the entire parking lot. The agreement grants the City unrestricted right to use all of Parcels A, B, and C for public parking and access purposes. This agreement expires on April 30th, 2023. Once this agreement expires, the City will no longer have the right to utilize the privately own parking lot (Parcel A) for public parking or for ingress/egress purposes.

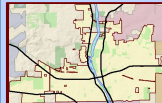
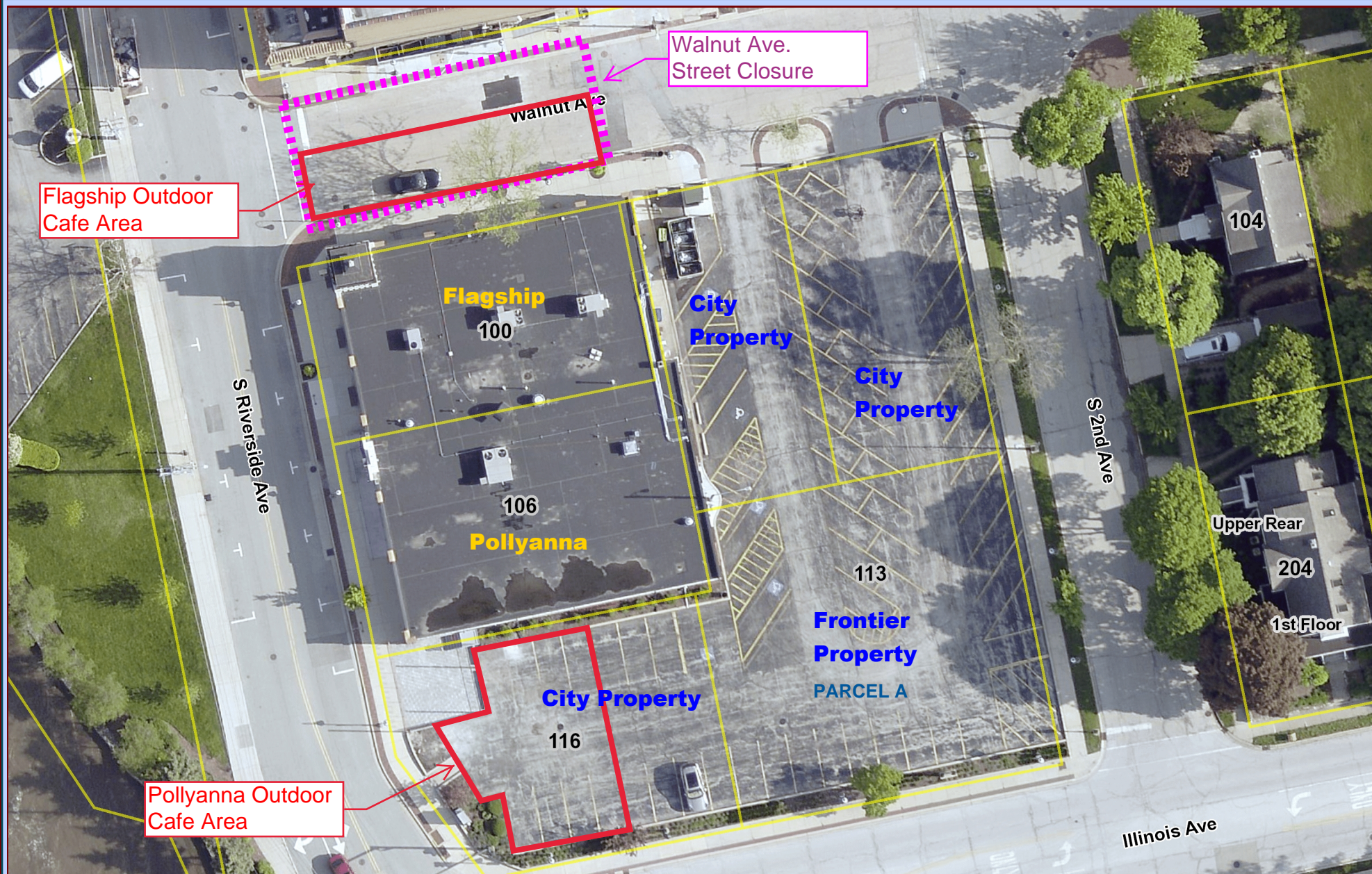
The First Amendment to Parking Easement Agreement being considered simply extends the agreement in time to October 31, 2023. This timeframe coincides with the temporary license agreements for outdoor dining which will allow for more cohesive and efficient use of parking and space throughout the 2023 summer. Additionally, the extension in time will allow for staff and the STC Morse/Frontier Development to discuss and plan a permanent solution for the block. In the past, there has been discussion regarding a potential property “swap” between the City and landlord/building owner of 100-106 Riverside Ave, STC Morse/Frontier Development. If the “swap” is executed, outdoor café areas for both Pollyanna and Flagship would then be located on private property. The details of this potential property “swap” have not been finalized, but and may be presented for consideration by the Committee in the next few months.

Attachments (please list):

Aerial map, Walnut Ave. closure resolution

Recommendation/Suggested Action (briefly explain):

Consideration of a request for Temporary Closure of walnut Avenue through October 31, 2023.



Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Printed on: April 7, 2022 02:03 PM



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City of St. Charles, Illinois

Resolution No. _____

**A Resolution Authorizing the Temporary Closure of Walnut Avenue
through October 31, 2023.**

BE IT RESOLVED, by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the closure of a portion of Walnut Avenue from Riverside Avenue of Second Avenue as illustrated on EXHIBIT A, shall be permitted through October 31, 2023.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of March 2023.

PASSED by the City Council of the City of St. Charles, Illinois, this ____ day of March 2023.

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of March 2023.

Lora A. Vitek, Mayor

ATTEST: _____
City Clerk

COUNCIL VOTE:

Ayes:


Nays:

Absent:

Abstain:

EXHIBIT A



 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4c
	Title:	Consideration of a request for a Temporary License Agreement for Outdoor Dining with C&A Management Group, LLC (Flagship on the Fox-100 Riverside Ave.)	
	Presenter:	Derek Conley, Economic Development Director Russell Colby, Community Development Director	
Meeting: Planning & Development Committee Date: March 13, 2023			
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: TIF 7 - Central Downtown (VOTING RESTRICTION)			
Executive Summary (if not budgeted, please explain): Background: <p>This executive summary pertains to items 4.b, 4.c, 4.d, 4.e as each item needs to be considered in conjunction. An aerial map has been attached to assist in explaining each item. Both Pollyanna Brewing (106 Riverside Ave.) and Flagship on the Fox (100 Riverside Ave.) have expressed interest in continuing use of public space for outdoor café areas during the 2023 season. In order for the City to accommodate this request the following resolutions/agreements need to be approved:</p> <ol style="list-style-type: none"> 1. Temporary Closure of Walnut Avenue through October 31, 2023 <p>The temporary closure of Walnut Avenue needs to be approved before the City can enter into a subsequent agreement with Flagship on the Fox (C&A Management Group, LLC) to allow for outdoor dining.</p> 2. License Agreement for Outdoor Dining with C&A Management Group, LLC (Flagship on the Fox- 100 Riverside Ave.) <p>The license agreement with Flagship on the Fox would grant the restaurant access to Walnut Avenue for the purpose of providing an outdoor dining patio. The layout of the outdoor dining patio will be the same as 2022. The license would be based upon the same timeframe and fees being imposed for use of the First Street plazas (two 100-day time periods- April 15 to Oct. 31, \$0.50 per square foot of outdoor café area per 100-day period).</p> 3. Temporary License Agreement for Outdoor Dining with Pollyanna Brewing Company (106 Riverside Ave.) <p>The license agreement with Pollyanna Brewing would grant access to the city-owned portion of the parking lot directly south of the Pollyanna building for the purpose of providing an outdoor dining patio. The layout of the outdoor dining patio will be the same as 2022. The license would be based upon the same timeframe and fees being imposed for use of the First Street plazas (two 100-day time periods- April 15 to Oct. 31, \$0.50 per square foot of outdoor café area per 100-day period).</p> 4. First Amendment to Parking Easement Agreement between the City of St. Charles and STC Morse 			

In May 2013, the City entered into a Parking Easement Agreement for the parking lot adjacent to the Flagship and Pollyanna building. The parking lot is partially owned by the City and partially privately owned, see Aerial Map Exhibit with ownership labeled. The agreement grants reciprocal access to both the City and private ownership over the entire parking lot. The agreement grants the City unrestricted right to use all of Parcels A, B, and C for public parking and access purposes. This agreement expires on April 30th, 2023. Once this agreement expires, the City will no longer have the right to utilize the privately own parking lot (Parcel A) for public parking or for ingress/egress purposes.

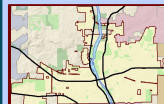
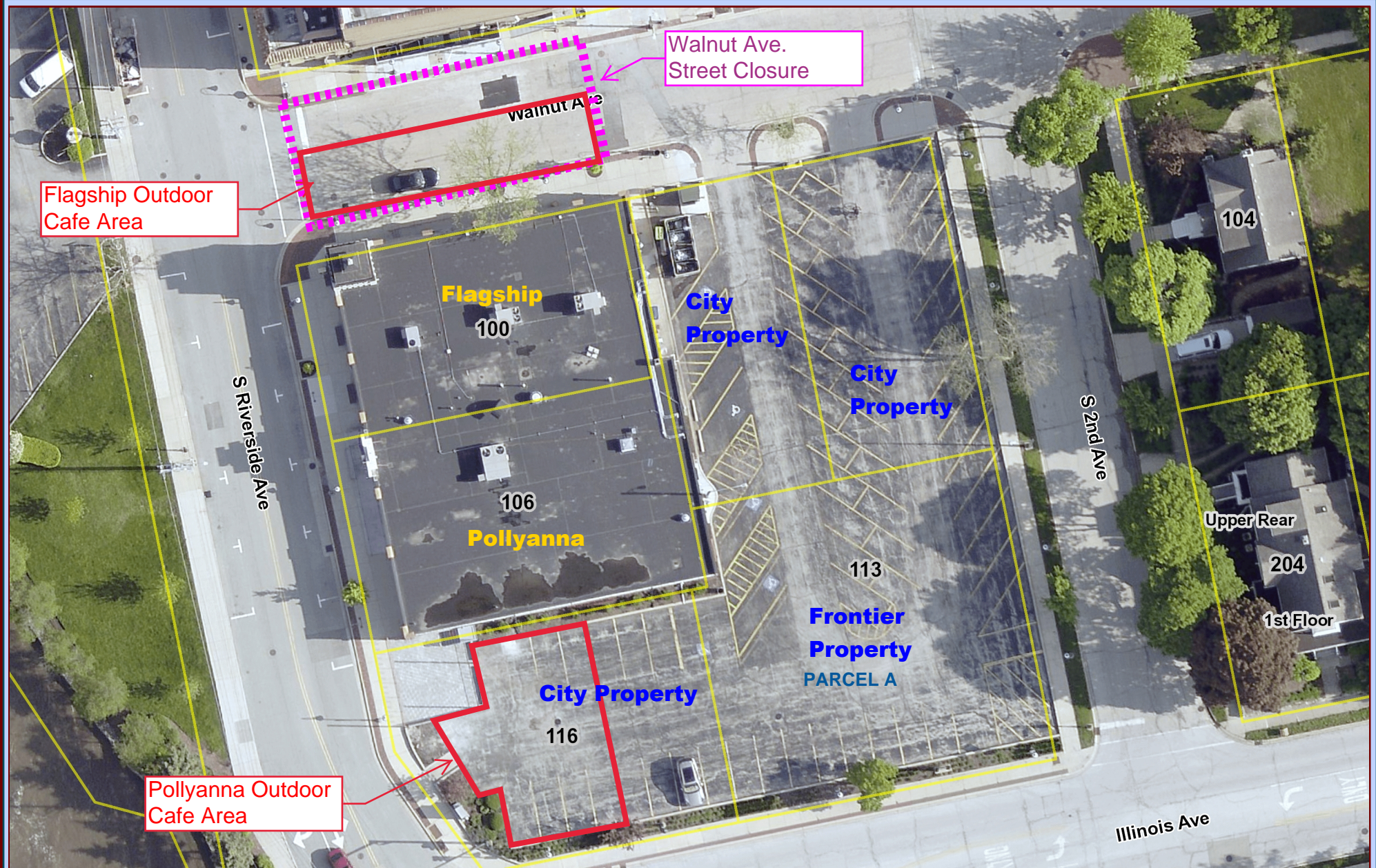
The First Amendment to Parking Easement Agreement being considered simply extends the agreement in time to October 31, 2023. This timeframe coincides with the temporary license agreements for outdoor dining which will allow for more cohesive and efficient use of parking and space throughout the 2023 summer. Additionally, the extension in time will allow for staff and the STC Morse/Frontier Development to discuss and plan a permanent solution for the block. In the past, there has been discussion regarding a potential property “swap” between the City and landlord/building owner of 100-106 Riverside Ave, STC Morse/Frontier Development. If the “swap” is executed, outdoor café areas for both Pollyanna and Flagship would then be located on private property. The details of this potential property “swap” have not been finalized, but and may be presented for consideration by the Committee in the next few months.

Attachments (please list):

Aerial map, draft license agreement

Recommendation/Suggested Action (briefly explain):

Consideration of a request for a Temporary License Agreement for Outdoor Dining with C&A Management Group, LLC (Flagship on the Fox- 100 Riverside Ave.)



Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Printed on: April 7, 2022 02:03 PM



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City of St. Charles, Illinois

Resolution No. 2023- ____

A Resolution Authorizing the Mayor and City Council to Execute a Temporary License Agreement between the City of St. Charles and C&A Management Group, LLC (Flagship on the Fox- 100 Riverside Ave.)

**Presented & Passed by the
City Council on _____**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk are hereby authorized to execute that certain Temporary License Agreement, in substantially the form attached hereto and incorporated herein as Exhibit “A” by and on behalf of the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this ____ day of March, 2023.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this ____ day of March, 2023.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this ____ day of March, 2023.

Lora A. Vitek, Mayor

Attest:

City Clerk/Recording Secretary

Voice Vote:

Ayes:

Nays:

Absent:

Abstain:

Exhibit “A”

Temporary License Agreement between the City of St. Charles and C&A Management Group, LLC

TEMPORARY LICENSE AGREEMENT

This TEMPORARY LICENSE AGREEMENT (hereinafter the "*Agreement*") is made and entered into as of this ____ day of _____, 2023, by and between the City of St. Charles, an Illinois Municipal Corporation, Kane and DuPage Counties, Illinois (hereinafter "*City*"), and C&A Management Group, LLC, an Illinois Limited Liability Corporation (hereinafter "*Licensee*"); the City and Licensee are sometimes hereinafter collectively referred to as the Parties ("*Parties*") or individually as the Party ("*Party*").

WITNESSETH:

WHEREAS, the City does maintain, occupy, operate and use a portion of a public right-of-way known as Walnut Avenue ("*Walnut Avenue ROW*"), as depicted on Exhibit A, attached hereto and made a part hereof, which is immediately adjacent to 100 S. Riverside Avenue ("*100 S. Riverside Ave.*"), legally described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, Licensee operates the business commonly known as Flagship Brewing Company, located at 100 S. Riverside Ave. ("*Licensee Property*"), the northerly property line of which abuts a portion of the Walnut Avenue ROW; and

WHEREAS, Licensee proposes to install, operate and maintain a temporary outdoor patio area with fencing, tables and chairs ("*Outdoor Patio*"), projecting into the Walnut Avenue ROW, as illustrated on Exhibit C; and

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the Parties hereto hereby stipulate, the Parties hereby agree as follows:

1. The Recitals hereinabove are hereby incorporated into and made a substantive part of this Agreement as though they were fully set forth in this Paragraph.

2. The City, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration paid to City, the receipt and sufficiency of which is hereby acknowledged, hereby grants to the Licensee, its successors, grantees and assigns, an exclusive temporary license (hereinafter the "*License*") for the purpose of installing, operating and maintaining the Outdoor Patio solely within the limited area in the Walnut Avenue ROW, in the location illustrated on the attached Exhibit C, subject to the terms, conditions and limitations herein specified together with any exhibits attached hereto and incorporated herein by reference.

3. Licensee shall submit for an Outdoor Café permit in accordance with Title 12, "Streets, Sidewalks, Public Places and Special Events", Chapter 12.04, "General Provisions," Section 12.04.102, "Outdoor Cafes in Public Places" of the St. Charles Municipal Code, attached hereto as Exhibit D, and shall be subject to all terms of the Outdoor Café permit, including permit time and date limitations and fees, which shall be equal to the fee rate for use of the First Street East and West Public Plazas (\$0.50 per square foot of Outdoor Café area).

4. Licensee must install, operate and maintain the Outdoor Patio in full compliance with the permit and all conditions contained herein or attached hereto by reference.

5. The Outdoor Patio shall not in any manner be operated, modified, expanded, added to or enlarged beyond the extent of described herein and shown in Exhibit C, without the prior written consent of the City.

6. This Agreement shall expire on October 31, 2023, the date the insurance required hereunder expires, or as otherwise provided for in this Agreement, whichever comes first. This Agreement may be renewed only through the action of the City. Licensee may terminate this Agreement immediately by providing written notice to City. Except for the immediate termination in the event of an emergency, as declared by City in its sole discretion, City may terminate this Agreement at any time during the term of this Agreement by notifying Licensee of its intention, with at least three (3) business days prior written notice.

7. Licensee understands and agrees that the Outdoor Patio shall remain in good condition at all times and that the City Parking Lot shall not be compromised in any unsafe or adverse manner, at all times complying with all local codes and ordinances, including Section 12.04.102, "Outdoor Cafes in Public Places" of the St. Charles Municipal Code.

8. Licensee understands and agrees that the Outdoor Patio shall remain in good condition at all times and that the Walnut Avenue ROW shall not be compromised in any unsafe or adverse manner, at all times complying with all local codes and ordinances, including Section 12.04.102, "Outdoor Cafes in Public Places" of the St. Charles Municipal Code. 7. To the fullest extent permitted by law, Licensee hereby agrees to defend, indemnify and hold harmless the City, its officials, agents, and employee, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, specifically including but not limited to, any claim for damages caused by or to the Outdoor Patio or caused by work performed by the City, or its agents, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this Agreement by the Licensee, their agents, invitees, employees, contractors or subcontractors, or which may in anyway result therefrom, except that arising out of the sole legal cause of the City, its agents or employees, the Licensee shall, at their own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the Licensee shall, at its own expense, satisfy and discharge the same. Prior to occupancy, the Licensee shall furnish to the City a certificate of insurance evidencing coverages and limits in conformance to the requirements described herein attached Exhibit D. The insurance policy shall be expressly endorsed to include the City as an additional insured, Such certification of insurance shall require the insurer(s) to provide not less than thirty (30) days advance written notice to the City in the event of any cancellation, non-renewal or change in the policy limits, terms or conditions which would cause them to fail to meet the foregoing requirements. Such insurance shall be fully maintained during the term of the License.

9. The City shall have the right, in its sole and absolute discretion, to promulgate and enforce rules and regulations regarding the use of the Outdoor Patio to protect the health, safety and welfare of the public utilizing the Walnut Avenue ROW. The Licensee will provide, at its

expense (and the City shall have no obligation to provide or pay for), any and all improvements and/or modifications to the Outdoor Patio to comply with this provision.

10. Licensee accepts the Walnut Avenue ROW, "As-Is," "Where-Is," and in its current condition, and the City makes no representations concerning the condition of the Licensee Property. Licensee further understands and agrees that various third party utility, telecommunication, and T.V. cable companies, including but not limited to Commonwealth Edison, NICOR and AT&T, and their successors and assigns ("*Utility Companies*"), may have certain rights arising in the Walnut Avenue ROW, and that this Agreement does not in any way affect or diminish the rights of those Utility Companies. Licensee hereby acknowledges and agrees that the Utility Companies have no obligation or responsibility to Licensee.

11. If this Agreement is terminated under any of the provisions contained herein, Licensee shall remove the Outdoor Patio within thirty (30) days of termination. The site shall be restored to the same general condition as existed before the Outdoor Patio was installed, unless otherwise agreed to by the City. If the required work is not performed or completed to the City's satisfaction, the City shall have the right to perform or complete such work. Licensee agrees to reimburse the City for performance of such work within thirty (30) days of invoice by the City. Non-payment of invoices shall constitute a lien against the 100 S. Riverside Ave. property.

12. The Outdoor Patio when installed does not become a part of or an interest in the Walnut Avenue ROW, the air rights above and below or the underlying property. This Agreement shall not be construed to grant any interest in realty or any other possessory interest beyond the irrevocable, permanent and exclusive license to the Licensee, as provided herein.

13. Licensee is responsible for the cost of installation, maintenance, and removal of such the Outdoor Patio and is responsible for any damage caused to the Walnut Avenue ROW resulting from such installation, maintenance, and removal.

14. The terms of this Agreement are covenants running with 100 S. Riverside Ave. and shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

15. The parties acknowledge that the licensed area is part of the Walnut Avenue ROW and is currently exempt from any tax assessment for real estate or any other taxes. In the event that the Walnut Avenue ROW or any part thereof becomes subject to real estate or other taxes arising out of this License Agreement, the Licensee shall be liable for those real estate or other taxes and will pay said taxes as they become due and owing.

16. This Agreement may be enforced either at law or in equity, with the non-breaching Party entitled to injunctive relief and/or monetary damages. If any action for enforcement of this Agreement is brought, the non-prevailing Party in such action shall reimburse the prevailing Party for its attorneys' fees and related costs in such action.

17. Licensee shall not assign this Agreement or its rights and duties under this License, without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion.

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

19. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Dated this ____ day of _____, 2023.

Licensee:

C&A Management Group, LLC
an Illinois Limited Liability Corporation

City:

CITY OF ST. CHARLES,
an Illinois Municipal Corporation

By: _____

By: _____
Mayor

Subscribed and sworn to before me
this ____ day of _____, 2023.

Attest: _____
City Clerk

Notary Public

Subscribed and sworn to before me
this ____ day of _____, 2023

Notary Public

Exhibit A:
Walnut Avenue ROW Depiction

PART OF WALNUT AVENUE IN THE ORIGINAL TOWN OF ST. CHARLES, ON THE EAST SIDE OF THE FOX RIVER, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 10 IN SAID ORIGINAL TOWN OF ST. CHARLES; THENCE NORTH 11 DEGREES 25 MINUTES 14 SECONDS WEST ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID BLOCK 10, 35.00 FEET; THENCE NORTH 78 DEGREES 30 MINUTES 29 SECONDS EAST 100.71 FEET; THENCE SOUTH 11 DEGREES 25 MINUTES 14 SECONDS EAST 35.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID WALNUT AVENUE; THENCE SOUTH 78 DEGREES 30 MINUTES 29 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE, 100.71 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

(Commonly known as the south 35 ft. of the Walnut Ave. right-of-way, located within 100 feet east of Riverside Ave.)

Exhibit B:
100 S Riverside Ave. Legal Description

THE WESTERLY 1 FOOT OF THE NORTHERLY 56.62 FEET OF LOT 2 AND THE
NORTHERLY 56.62 FEET OF LOT 3 AND 4 IN BLOCK 10 IN THE ORIGINAL TOWN OF
ST. CHARLES, KANE COUNTY, ILLINOIS.

PIN # 09-27-391-001

Exhibit C:
Outdoor Patio Location Boundary

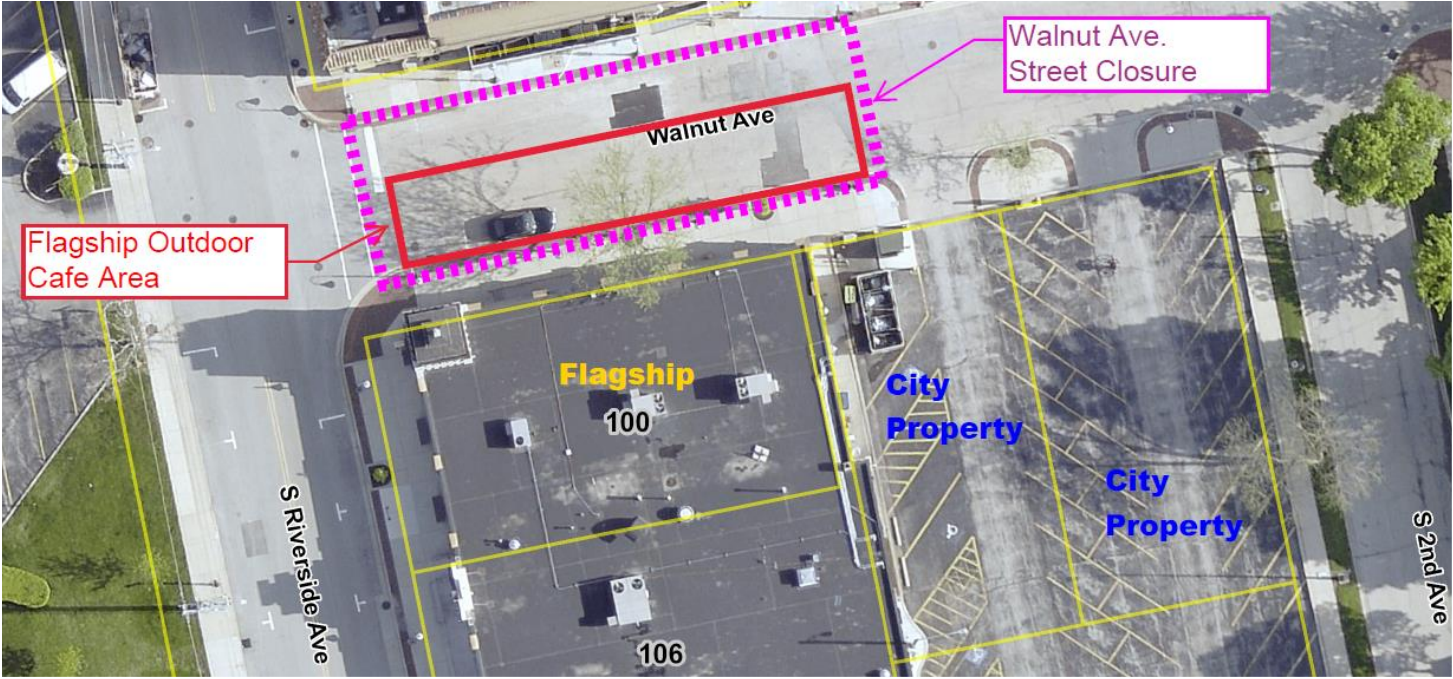


Exhibit D:
Section 12.04.102, “Outdoor Cafes in Public Places” of the St. Charles Municipal Code

12.04.102 – Outdoor Cafés in Public Places

The City Administrator is authorized to issue Outdoor Café Permits for the use of public places located in the CBD-1 zoning district, for the purpose of serving food and beverages to the public (including, without limitation, the placement of tables, chairs, carts, and similar or related equipment), subject to the conditions listed in this section. As a condition of an Outdoor Café Permit, applicants shall sign a form provided with the permit application materials acknowledging and agreeing to comply with all terms listed in this section.

- A. Permits issued hereunder shall be valid for a term of one hundred (100) days or less and shall be issued for:
 - 1. The period of April 15 (or the date of application, whichever is later) through July 23 and/or,
 - 2. The period of July 24 (or the date of application, whichever is later) through October 31.


The holder of a permit for April 15 through July 23 shall not have any automatic right to the issuance of a permit for the period of July 24 through October 31, but shall have the right to apply for a second permit.

- B. Permit fees shall be:
 - 1. Use of Public Sidewalk within right-of-way: \$50
 - 2. Use of the First Street East and West Public Plazas, based upon a layout approved by City Council: \$0.50 per square foot of Outdoor Café area within the plaza
- C. An Outdoor Café Permit shall be required prior to placing tables, chairs, umbrellas, enclosure fencing, carts, or any other equipment on any public sidewalk, or walkway or plaza.
- D. Outdoor Café Permits may be issued only where the equipment is incidental to the operation of a restaurant on private property contiguous to the sidewalk, walkway or plaza.
- E. The proposed use shall not unreasonably interfere with pedestrian or vehicular traffic or with access to parked vehicles, and in no event shall the uses permitted by a Outdoor Café Permit reduce the open portion of any sidewalk or walkway to less than five feet (5') in width. All equipment placed in the public area shall conform with Section 12.04.200 of this Chapter as to corner visibility.
- F. Prior to issuance of a permit, the applicant shall furnish a dimensioned plan showing the sidewalk or other public space and all existing public improvements and encroachments such as light posts, benches, planters, trash receptacles, fences, trees and tree grates and bicycle racks. The diagram shall also include the location of the curb relative to the building

and the proposed location of all café furniture, carts, and other equipment to be placed on the sidewalk.

- G. The consumption and possession of alcoholic beverages in the area for which a Outdoor Café Permit has been issued shall be prohibited, except as allowed pursuant to Title 5, "Business Licenses and Regulations," Chapter 5.08, "Alcoholic Beverages," Section 5.08.300, "Consumption and Possession of Alcoholic Liquor on Public Property."
- H. All applicable County Health Department sanitation requirements shall be followed for outdoor food handling. The permittee shall be responsible for posting the outdoor seating area as to any special Health Department requirements.
- I. All public areas encompassed by the Outdoor Café Permit shall be maintained in a sanitary manner at all times. Food scraps and containers shall be disposed of in appropriate refuse containers on a regular basis during the day by the permittee. Sweeping of refuse or food scraps into tree grates is not permitted.
- J. Permittees are responsible for emptying the public trash containers placed by the City if they should become full prior to the next regular pickup time.
- K. Permittees shall see that the public areas encompassed by their Outdoor Café Permit are clean at the end of each business day, so as not to have any food or drink leftovers remaining which would pose an attraction to animals or insects. Each permit holder shall wash, as needed, the public area to remove any food or drink residue that may attract animals and/or create a pedestrian slip hazard.
- L. Design and placement of tables and chairs, as well as other equipment, shall comply with applicable requirements of the Americans with Disabilities Act and the Illinois Accessibility Act.
- M. No tables, umbrellas, enclosure fencing, or other equipment shall be attached or affixed to the sidewalk, parkway, poles or any other public facilities.
- N. The applicant for an Outdoor Café Permit shall provide at its sole cost and expense, and shall maintain in effect during the entire period of the permit, insurance at a minimum in at least the following manner, or equivalent coverage determined acceptable by the City Administrator:
 - 1. Worker's Compensation Insurance in at least the required statutory limits.
 - 2. Comprehensive General Liability Insurance, including owner's protective liability insurance and contractual liability insurance covering claims for personal injury and property damage with limits of at least two million (\$2,000,000.00) dollars per occurrence, and two million (\$2,000,000.00) dollars for any single injury.
 - 3. Umbrella Liability Insurance with limits of at least one million (\$1,000,000.00) dollars per occurrence.
 - 4. Liquor Liability Coverage for any establishment serving alcohol on public property.

5. Prior to issuance of a Outdoor Café permit, the permittee shall provide the City with copies of the certificates of insurance for the required policies for each type of insurance naming the City as an additional insured party.
 6. The required insurance policies shall each provide that they shall not be changed or cancelled during the life of the Outdoor Café Permit until 30 days after written notice of such change has been delivered to the City.
- O. The permittee shall indemnify, defend, protect, and hold harmless the City, its corporate authorities, officers, employees, agents and volunteers from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, all costs and cleanup actions of any kind, and all costs and expenses incurred in a connection therewith, including but not limited to a reasonable attorney's fees, expert witness fees and costs of defense (collectively, the "Losses") directly or proximately resulting from permittee's acts or omissions, except to the extent that the city is the sole legal cause of said losses. The foregoing notwithstanding, under no circumstances shall the issuance of any permit provided for under the St. Charles Municipal Code, including but not limited to a Outdoor Café Permit, to the permittee or any other person or entity constitute an act of negligence or willful misconduct. Nothing set forth in the said permit shall be deemed a waiver by the city of any defenses or immunities relating to the permittee or its property, or to any person or entity or their property, that are or would be otherwise available to the city or its corporate authorities, officers, employees, agents and volunteers under the common law of the State of Illinois or the United States of America. The provisions of this section shall survive the expiration or earlier termination of each Outdoor Café permit, or the renewal thereof.
- P. The City may suspend or revoke the Outdoor Café Permit for any reason including, but not limited to violations of any provision of the St. Charles Municipal Code, after providing at least three (3) days written notice, except in an emergency, to a permittee.
- Q. An Outdoor Café Permit may not be assigned or transferred without prior written consent of the City Administrator. Any attempted assignment or transfer in violation of this paragraph shall be void and confer no rights upon any third person. The Outdoor Café Permit shall not confer any property rights.
- R. The Permittee shall promptly remove all of permittee's structures, equipment or improvements of all kinds, whether in or adjacent to the Outdoor Café, no later than the date of termination of the permit (or date of permit suspension or revocation, if applicable).

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4d
	Title:	Consideration of a request for a Temporary License Agreement for Outdoor Dining with Pollyanna Brewing Company (106 Riverside Ave).	
	Presenter:	Derek Conley, Economic Development Director Russell Colby, Community Development Director	
Meeting: Planning & Development Committee		Date: March 13, 2023	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: TIF 7 - Central Downtown (VOTING RESTRICTION)			
<p>Background:</p> <p>This executive summary pertains to items 4.b, 4.c, 4.d, 4.e as each item needs to be considered in conjunction. An aerial map has been attached to assist in explaining each item. Both Pollyanna Brewing (106 Riverside Ave.) and Flagship on the Fox (100 Riverside Ave.) have expressed interest in continuing use of public space for outdoor café areas during the 2023 season. In order for the City to accommodate this request the following resolutions/agreements need to be approved:</p> <ol style="list-style-type: none"> <p>1. Temporary Closure of Walnut Avenue through October 31, 2023</p> <p>The temporary closure of Walnut Avenue needs to be approved before the City can enter into a subsequent agreement with Flagship on the Fox (C&A Management Group, LLC) to allow for outdoor dining.</p> <p>2. License Agreement for Outdoor Dining with C&A Management Group, LLC (Flagship on the Fox- 100 Riverside Ave.)</p> <p>The license agreement with Flagship on the Fox would grant the restaurant access to Walnut Avenue for the purpose of providing an outdoor dining patio. The layout of the outdoor dining patio will be the same as 2022. The license would be based upon the same timeframe and fees being imposed for use of the First Street plazas (two 100-day time periods- April 15 to Oct. 31, \$0.50 per square foot of outdoor café area per 100-day period).</p> <p>3. Temporary License Agreement for Outdoor Dining with Pollyanna Brewing Company (106 Riverside Ave.)</p> <p>The license agreement with Pollyanna Brewing would grant access to the city-owned portion of the parking lot directly south of the Pollyanna building for the purpose of providing an outdoor dining patio. The layout of the outdoor dining patio will be the same as 2022. The license would be based upon the same timeframe and fees being imposed for use of the First Street plazas (two 100-day time periods- April 15 to Oct. 31, \$0.50 per square foot of outdoor café area per 100-day period).</p> <p>4. First Amendment to Parking Easement Agreement between the City of St. Charles and STC Morse</p> <p>In May 2013, the City entered into a Parking Easement Agreement for the parking lot adjacent to the Flagship and Pollyanna building. The parking lot is partially owned by the City and partially privately owned,</p> 			

see Aerial Map Exhibit with ownership labeled. The agreement grants reciprocal access to both the City and private ownership over the entire parking lot. The agreement grants the City unrestricted right to use all of Parcels A, B, and C for public parking and access purposes. This agreement expires on April 30th, 2023. Once this agreement expires, the City will no longer have the right to utilize the privately own parking lot (Parcel A) for public parking or for ingress/egress purposes.

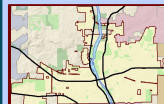
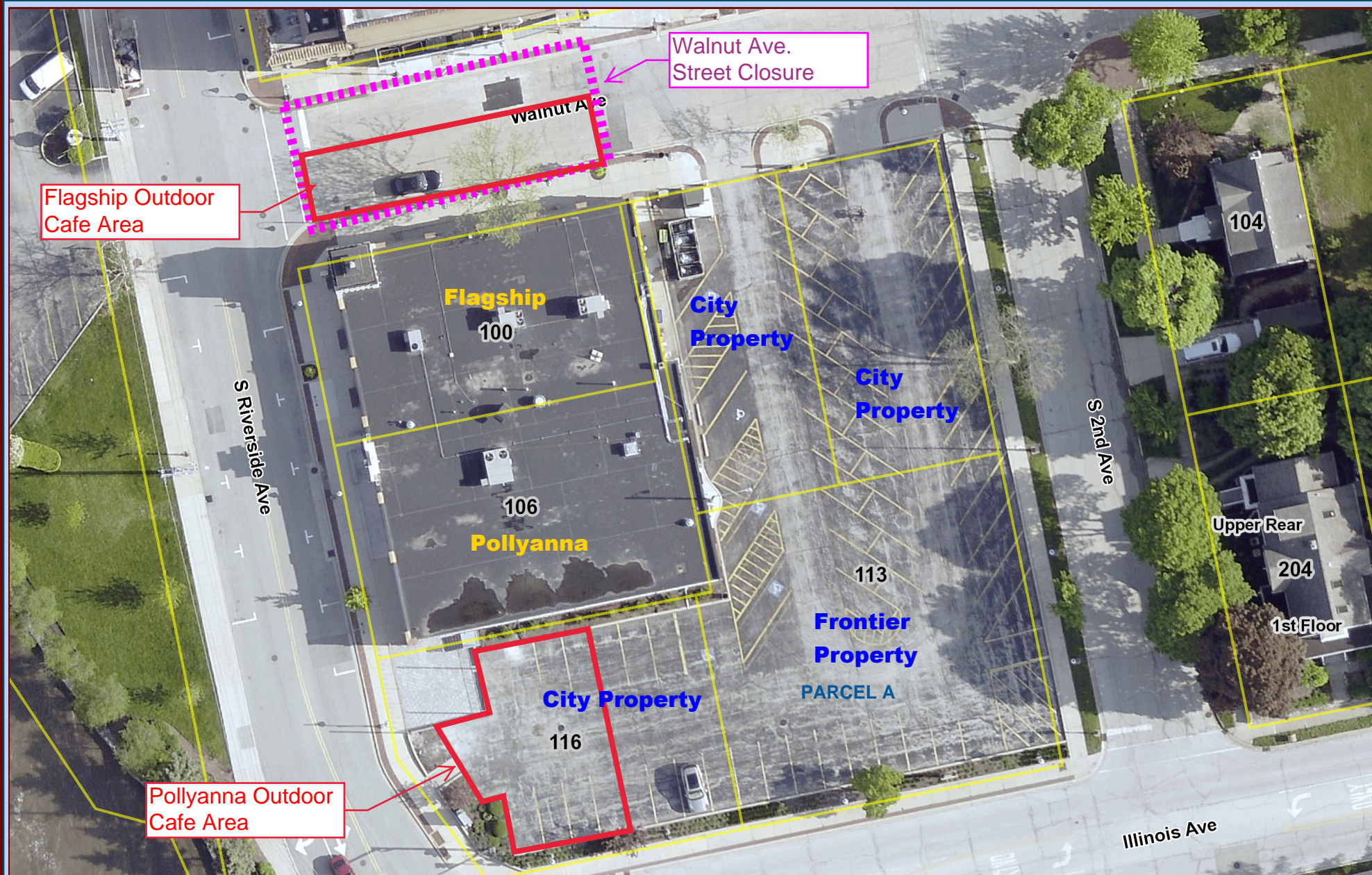
The First Amendment to Parking Easement Agreement being considered simply extends the agreement in time to October 31, 2023. This timeframe coincides with the temporary license agreements for outdoor dining which will allow for more cohesive and efficient use of parking and space throughout the 2023 summer. Additionally, the extension in time will allow for staff and the STC Morse/Frontier Development to discuss and plan a permanent solution for the block. In the past, there has been discussion regarding a potential property “swap” between the City and landlord/building owner of 100-106 Riverside Ave, STC Morse/Frontier Development. If the “swap” is executed, outdoor café areas for both Pollyanna and Flagship would then be located on private property. The details of this potential property “swap” have not been finalized, but and may be presented for consideration by the Committee in the next few months.

Attachments (please list):

Aerial map, draft license agreement

Recommendation/Suggested Action (briefly explain):

Consideration of a request for a Temporary License Agreement for Outdoor Dining with Pollyanna Brewing Company (106 Riverside Ave).



Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Printed on: April 7, 2022 02:03 PM



0 21 42 Feet

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Powered by Precision GIS

City of St. Charles, Illinois

Resolution No. 2023- ____

A Resolution Authorizing the Mayor and City Council to Execute a Temporary License Agreement between the City of St. Charles and Pollyanna Brewing Company (106 Riverside Ave.)

**Presented & Passed by the
City Council on _____**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk are hereby authorized to execute that certain Temporary License Agreement, in substantially the form attached hereto and incorporated herein as Exhibit “A” by and on behalf of the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this ____ day of March, 2023.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this ____ day of March, 2023.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this ____ day of March, 2023.

Lora A. Vitek, Mayor

Attest:

City Clerk/Recording Secretary

Voice Vote:

Ayes:

Nays:

Absent:

Abstain:

Exhibit “A”

Temporary License Agreement between the City of St. Charles and Pollyanna Brewing Company

TEMPORARY LICENSE AGREEMENT

This TEMPORARY LICENSE AGREEMENT (hereinafter the "*Agreement*") is made and entered into as of this ____ day of _____, 2023, by and between the City of St. Charles, an Illinois Municipal Corporation, Kane and DuPage Counties, Illinois (hereinafter "*City*"), and Pollyanna Brewing Company, an Illinois Corporation (hereinafter "*Licensee*"); the City and Licensee are sometimes hereinafter collectively referred to as the Parties ("*Parties*") or individually as the Party ("*Party*").

WITNESSETH:

WHEREAS, the City does own a public parking lot located at the northeast corner of Riverside Avenue and Illinois Avenue ("*City Parking Lot*"), legally described in Exhibit A attached hereto and made a part hereof, both immediately adjacent to 106 S. Riverside Avenue ("*106 S. Riverside Ave.*"), legally described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, Licensee operates the business commonly known as Pollyanna Brewing Company, located at 106 S. Riverside Ave. ("*Licensee Property*"), the southerly property line of which abuts the City Parking Lot; and

WHEREAS, Licensee proposes to install, operate and maintain a temporary outdoor patio area with fencing, tables and chairs ("*Outdoor Patio*"), on the City Parking Lot, as illustrated on Exhibit C; and

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the Parties hereto hereby stipulate, the Parties hereby agree as follows:

1. The Recitals hereinabove are hereby incorporated into and made a substantive part of this Agreement as though they were fully set forth in this Paragraph.

2. The City, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration paid to City, the receipt and sufficiency of which is hereby acknowledged, hereby grants to the Licensee, its successors, grantees and assigns, an exclusive temporary license (hereinafter the "*License*") for the purpose of installing, operating and maintaining the Outdoor Patio solely within the City Parking Lot, in the location illustrated on the attached Exhibit C, subject to the terms, conditions and limitations herein specified together with any exhibits attached hereto and incorporated herein by reference.

3. Licensee shall submit for an Outdoor Café permit in accordance with Title 12, "Streets, Sidewalks, Public Places and Special Events", Chapter 12.04, "General Provisions," Section 12.04.102, "Outdoor Cafes in Public Places" of the St. Charles Municipal Code, attached hereto as Exhibit D, and shall be subject to all terms of the Outdoor Café permit, including permit time and date limitations and fees, which shall be equal to the fee rate for use of the First Street East and West Public Plazas (\$0.50 per square foot of Outdoor Café area).

4. Licensee must install, operate and maintain the Outdoor Patio in full compliance with the permit and all conditions contained herein or attached hereto by reference.

5. The Outdoor Patio shall not in any manner be operated, modified, expanded, or enlarged beyond the extent of described herein and shown in Exhibit C, without the prior written consent of the City.

6. This Agreement shall expire on October 31, 2023, the date the insurance required hereunder expires, or as otherwise provided for in this Agreement, whichever comes first. This Agreement may be renewed only through the action of the City. Licensee may terminate this Agreement immediately by providing written notice to City. Except for the immediate termination in the event of an emergency, as declared by City in its sole discretion, City may terminate this Agreement at any time during the term of this Agreement by notifying Licensee of its intention, with at least three (3) business days prior written notice.

7. Licensee understands and agrees that the Outdoor Patio shall remain in good condition at all times and that the City Parking Lot shall not be compromised in any unsafe or adverse manner, at all times complying with all local codes and ordinances, including Section 12.04.102, "Outdoor Cafes in Public Places" of the St. Charles Municipal Code.

8. To the fullest extent permitted by law, Licensee hereby agrees to defend, indemnify and hold harmless the City, its officials, agents, and employee, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, specifically including but not limited to, any claim for damages caused by or to the Outdoor Patio or caused by work performed by the City, or its agents, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this Agreement by the Licensee, their agents, invitees, employees, contractors or subcontractors, or which may in anyway result therefrom, except that arising out of the sole legal cause of the City, its agents or employees, the Licensee shall, at their own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the Licensee shall, at its own expense, satisfy and discharge the same. Prior to occupancy, the Licensee shall furnish to the City a certificate of insurance evidencing coverages and limits in conformance to the requirements described herein attached Exhibit D. The insurance policy shall be expressly endorsed to include the City as an additional insured, Such certification of insurance shall require the insurer(s) to provide not less than thirty (30) days advance written notice to the City in the event of any cancellation, non-renewal or change in the policy limits, terms or conditions which would cause them to fail to meet the foregoing requirements. Such insurance shall be fully maintained during the term of the License.

9. The City shall have the right, in its sole and absolute discretion, to promulgate and enforce rules and regulations regarding the use of the Outdoor Patio to protect the health, safety and welfare of the public utilizing the City Parking Lot. The Licensee will provide, at its expense

(and the City shall have no obligation to provide or pay for), any and all improvements and/or modifications to the Outdoor Patio to comply with this provision.

10. Licensee accepts the City Parking Lot, "As-Is," "Where-Is" and in its current condition and the City makes no representations concerning the condition of the Licensed Area. The Licensee further acknowledges and agrees to secure authorization from STC Morse, LLC, as successor owner to BMO Harris Bank, N.D., to occupy reserved parking spaces identified in that certain Parking Easement Agreement, dated May 6, 2013, by and between the City and BMO Harris Bank, N.D., its successors and assigns, and recorded as Document 2013K-043676.

11. If this Agreement is terminated under any of the provisions contained herein, Licensee shall remove the Outdoor Patio within thirty (30) days of termination. The site shall be restored to the same general condition as existed before the Outdoor Patio was installed, unless otherwise agreed to by the City. If the required work is not performed or completed to the City's satisfaction, the City shall have the right to perform or complete such work. Licensee agrees to reimburse the City for performance of such work within thirty (30) days of invoice by the City. Non-payment of invoices shall constitute a lien against the 106 S. Riverside Ave. property.

12. The Outdoor Patio when installed does not become a part of or an interest in the City Parking Lot, the air rights above and below or the underlying property. This Agreement shall not be construed to grant any interest in realty or any other possessory interest beyond the irrevocable, permanent and exclusive license to the Licensee, as provided herein.

13. Licensee is responsible for the cost of installation, maintenance, and removal of such the Outdoor Patio and is responsible for any damage caused to the City Parking Lot resulting from such installation, maintenance, and removal.

14. The terms of this Agreement are covenants running with 106 S. Riverside Ave. and shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

15. The parties acknowledge that the licensed area is part of the City Parking Lot and that the City Parking Lot is owned by the City and is currently exempt from any tax assessment for real estate or any other taxes. In the event that the City Property or any part thereof becomes subject to real estate or other taxes arising out of this License Agreement, the Licensee shall be liable for those real estate or other taxes and will pay said taxes as they become due and owing.

16. This Agreement may be enforced either at law or in equity, with the non-breaching Party entitled to injunctive relief and/or monetary damages. If any action for enforcement of this Agreement is brought, the non-prevailing Party in such action shall reimburse the prevailing Party for its attorneys' fees and related costs in such action.

17. Licensee shall not assign this Agreement or its rights and duties under this License, without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion.

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

19. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

Dated this ____ day of _____, 2023.

Licensee:

Pollyanna Brewing Company
an Illinois Corporation

City:

CITY OF ST. CHARLES,
an Illinois Municipal Corporation

By: _____

By: _____
Mayor

Subscribed and sworn to before me
this ____ day of _____, 2023.

Attest: _____
City Clerk

Notary Public

Subscribed and sworn to before me
this ____ day of _____, 2023

Notary Public

Exhibit A:
City Parking Lot Legal Description

Lot 5 and 6 (except the northerly 25 feet thereof, and the portion of said Lot 5 dedicated for public right of way) in Block 10 of the Original Town of St. Charles, in the City of St. Charles, Kane County, Illinois.

PIN # 09-27-391-003

Exhibit B:
106 S Riverside Ave. Legal Description

That part of Lots 2, 3, 4, 5, 6 and 7, except the south 1 inch of the northerly 25 feet, 1 inch of the westerly 5 feet of Lot 7, in Block 10 of the Original Town of St. Charles, on the east side of the Fox River, described as follows: Commencing at the northwest corner of said Lot 4; thence southerly along the westerly line of said Block, 56 feet, 7 ½ inches to the center line of a partition wall extending 101 feet, 6 inches, to the east face of the east wall of said building on the northerly part of said Lots 2, 3 and 4; thence northerly along the east face of the said wall 56 feet, 7 ½ inches to the north line of Block 10; thence easterly along the north line of Block 10 aforesaid, 4 feet to the east line of the westerly 5 feet of Lot 2; thence southerly along the easterly line of the westerly 5 feet of Lot 2 to the north line of Lot 7; thence southerly parallel with the west line of Lot 7, a distance of 25 feet, 1 inch; thence westerly parallel with the northerly line of Lots 7, 6 and 5 a distance of 105.6 feet to the westerly line of said Block 10; thence northerly along the westerly line of said Block 69.03 feet to the place of beginning, in the City of St. Charles, Kane County, Illinois.

PIN # 09-27-391-002

Exhibit C:
Outdoor Patio Location Boundary

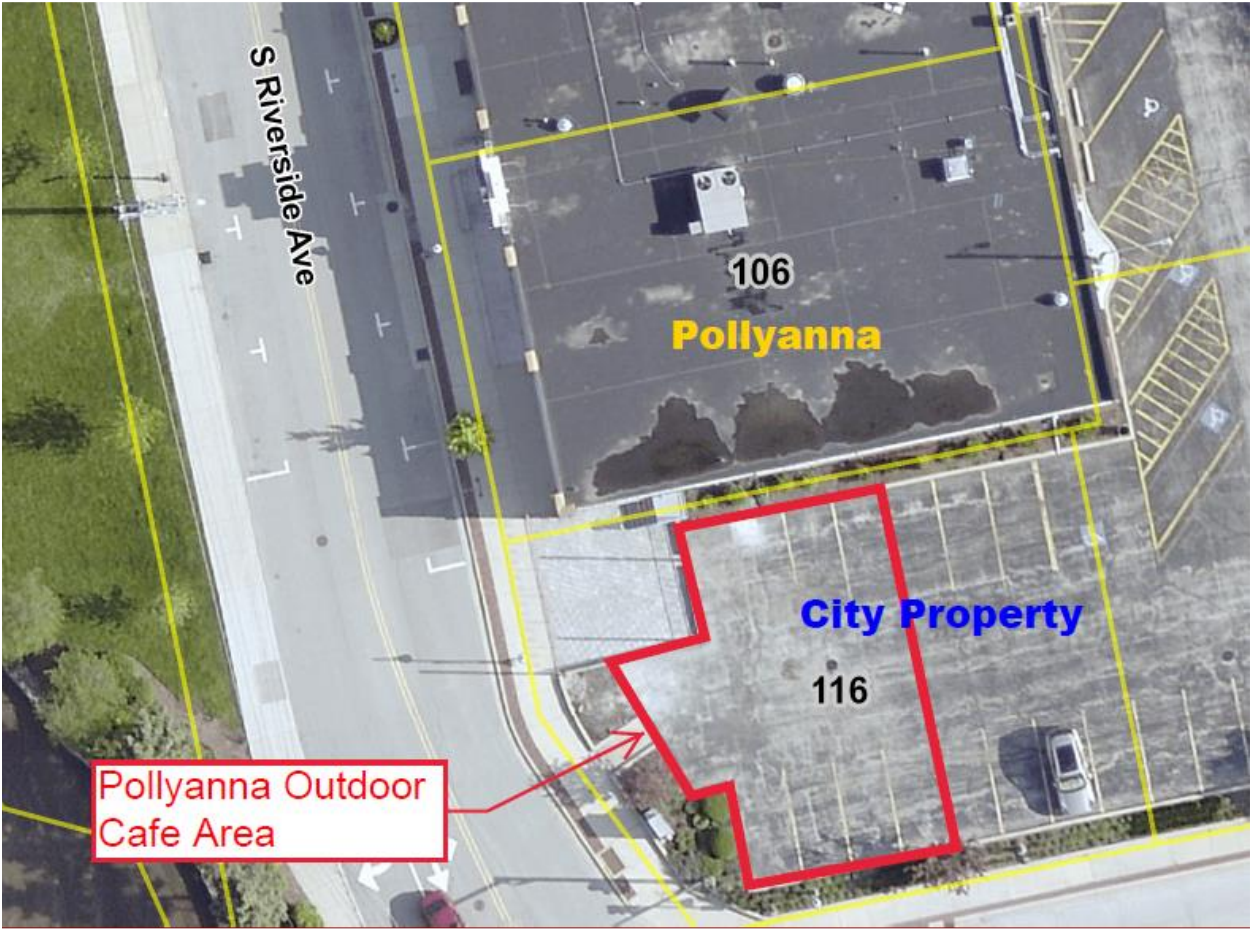


Exhibit D:

Section 12.04.102, “Outdoor Cafes in Public Places” of the St. Charles Municipal Code

12.04.102 – Outdoor Cafés in Public Places

The City Administrator is authorized to issue Outdoor Café Permits for the use of public places located in the CBD-1 zoning district, for the purpose of serving food and beverages to the public (including, without limitation, the placement of tables, chairs, carts, and similar or related equipment), subject to the conditions listed in this section. As a condition of an Outdoor Café Permit, applicants shall sign a form provided with the permit application materials acknowledging and agreeing to comply with all terms listed in this section.

- A. Permits issued hereunder shall be valid for a term of one hundred (100) days or less and shall be issued for:
 - 1. The period of April 15 (or the date of application, whichever is later) through July 23 and/or,
 - 2. The period of July 24 (or the date of application, whichever is later) through October 31.


The holder of a permit for April 15 through July 23 shall not have any automatic right to the issuance of a permit for the period of July 24 through October 31, but shall have the right to apply for a second permit.

- B. Permit fees shall be:
 - 1. Use of Public Sidewalk within right-of-way: \$50
 - 2. Use of the First Street East and West Public Plazas, based upon a layout approved by City Council: \$0.50 per square foot of Outdoor Café area within the plaza
- C. An Outdoor Café Permit shall be required prior to placing tables, chairs, umbrellas, enclosure fencing, carts, or any other equipment on any public sidewalk, or walkway or plaza.
- D. Outdoor Café Permits may be issued only where the equipment is incidental to the operation of a restaurant on private property contiguous to the sidewalk, walkway or plaza.
- E. The proposed use shall not unreasonably interfere with pedestrian or vehicular traffic or with access to parked vehicles, and in no event shall the uses permitted by a Outdoor Café Permit reduce the open portion of any sidewalk or walkway to less than five feet (5') in width. All equipment placed in the public area shall conform with Section 12.04.200 of this Chapter as to corner visibility.
- F. Prior to issuance of a permit, the applicant shall furnish a dimensioned plan showing the sidewalk or other public space and all existing public improvements and encroachments such as light posts, benches, planters, trash receptacles, fences, trees and tree grates and bicycle racks. The diagram shall also include the location of the curb relative to the building

and the proposed location of all café furniture, carts, and other equipment to be placed on the sidewalk.

- G. The consumption and possession of alcoholic beverages in the area for which a Outdoor Café Permit has been issued shall be prohibited, except as allowed pursuant to Title 5, "Business Licenses and Regulations," Chapter 5.08, "Alcoholic Beverages," Section 5.08.300, "Consumption and Possession of Alcoholic Liquor on Public Property."
- H. All applicable County Health Department sanitation requirements shall be followed for outdoor food handling. The permittee shall be responsible for posting the outdoor seating area as to any special Health Department requirements.
- I. All public areas encompassed by the Outdoor Café Permit shall be maintained in a sanitary manner at all times. Food scraps and containers shall be disposed of in appropriate refuse containers on a regular basis during the day by the permittee. Sweeping of refuse or food scraps into tree grates is not permitted.
- J. Permittees are responsible for emptying the public trash containers placed by the City if they should become full prior to the next regular pickup time.
- K. Permittees shall see that the public areas encompassed by their Outdoor Café Permit are clean at the end of each business day, so as not to have any food or drink leftovers remaining which would pose an attraction to animals or insects. Each permit holder shall wash, as needed, the public area to remove any food or drink residue that may attract animals and/or create a pedestrian slip hazard.
- L. Design and placement of tables and chairs, as well as other equipment, shall comply with applicable requirements of the Americans with Disabilities Act and the Illinois Accessibility Act.
- M. No tables, umbrellas, enclosure fencing, or other equipment shall be attached or affixed to the sidewalk, parkway, poles or any other public facilities.
- N. The applicant for an Outdoor Café Permit shall provide at its sole cost and expense, and shall maintain in effect during the entire period of the permit, insurance at a minimum in at least the following manner, or equivalent coverage determined acceptable by the City Administrator:
 - 1. Worker's Compensation Insurance in at least the required statutory limits.
 - 2. Comprehensive General Liability Insurance, including owner's protective liability insurance and contractual liability insurance covering claims for personal injury and property damage with limits of at least two million (\$2,000,000.00) dollars per occurrence, and two million (\$2,000,000.00) dollars for any single injury.
 - 3. Umbrella Liability Insurance with limits of at least one million (\$1,000,000.00) dollars per occurrence.
 - 4. Liquor Liability Coverage for any establishment serving alcohol on public property.

5. Prior to issuance of a Outdoor Café permit, the permittee shall provide the City with copies of the certificates of insurance for the required policies for each type of insurance naming the City as an additional insured party.
 6. The required insurance policies shall each provide that they shall not be changed or cancelled during the life of the Outdoor Café Permit until 30 days after written notice of such change has been delivered to the City.
- O. The permittee shall indemnify, defend, protect, and hold harmless the City, its corporate authorities, officers, employees, agents and volunteers from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, all costs and cleanup actions of any kind, and all costs and expenses incurred in a connection therewith, including but not limited to a reasonable attorney's fees, expert witness fees and costs of defense (collectively, the "Losses") directly or proximately resulting from permittee's acts or omissions, except to the extent that the city is the sole legal cause of said losses. The foregoing notwithstanding, under no circumstances shall the issuance of any permit provided for under the St. Charles Municipal Code, including but not limited to a Outdoor Café Permit, to the permittee or any other person or entity constitute an act of negligence or willful misconduct. Nothing set forth in the said permit shall be deemed a waiver by the city of any defenses or immunities relating to the permittee or its property, or to any person or entity or their property, that are or would be otherwise available to the city or its corporate authorities, officers, employees, agents and volunteers under the common law of the State of Illinois or the United States of America. The provisions of this section shall survive the expiration or earlier termination of each Outdoor Café permit, or the renewal thereof.
- P. The City may suspend or revoke the Outdoor Café Permit for any reason including, but not limited to violations of any provision of the St. Charles Municipal Code, after providing at least three (3) days written notice, except in an emergency, to a permittee.
- Q. An Outdoor Café Permit may not be assigned or transferred without prior written consent of the City Administrator. Any attempted assignment or transfer in violation of this paragraph shall be void and confer no rights upon any third person. The Outdoor Café Permit shall not confer any property rights.
- R. The Permittee shall promptly remove all of permittee's structures, equipment or improvements of all kinds, whether in or adjacent to the Outdoor Café, no later than the date of termination of the permit (or date of permit suspension or revocation, if applicable).

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4e
	Title:	Recommendation to approve a First Amendment to Parking Easement Agreement between the City of St. Charles and STC Morse.	
	Presenter:	Derek Conley, Economic Development Director Russell Colby, Community Development Director	
Meeting: Planning & Development Committee		Date: March 13, 2023	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: TIF 7 - Central Downtown (VOTING RESTRICTION)			
<p>Background:</p> <p>This executive summary pertains to items 4.b, 4.c, 4.d, 4.e as each item needs to be considered in conjunction. An aerial map has been attached to assist in explaining each item. Both Pollyanna Brewing (106 Riverside Ave.) and Flagship on the Fox (100 Riverside Ave.) have expressed interest in continuing use of public space for outdoor café areas during the 2023 season. In order for the City to accommodate this request the following resolutions/agreements need to be approved:</p> <ol style="list-style-type: none"> <p>1. Temporary Closure of Walnut Avenue through October 31, 2023</p> <p>The temporary closure of Walnut Avenue needs to be approved before the City can enter into a subsequent agreement with Flagship on the Fox (C&A Management Group, LLC) to allow for outdoor dining.</p> <p>2. License Agreement for Outdoor Dining with C&A Management Group, LLC (Flagship on the Fox- 100 Riverside Ave.)</p> <p>The license agreement with Flagship on the Fox would grant the restaurant access to Walnut Avenue for the purpose of providing an outdoor dining patio. The layout of the outdoor dining patio will be the same as 2022. The license would be based upon the same timeframe and fees being imposed for use of the First Street plazas (two 100-day time periods- April 15 to Oct. 31, \$0.50 per square foot of outdoor café area per 100-day period).</p> <p>3. Temporary License Agreement for Outdoor Dining with Pollyanna Brewing Company (106 Riverside Ave.)</p> <p>The license agreement with Pollyanna Brewing would grant access to the city-owned portion of the parking lot directly south of the Pollyanna building for the purpose of providing an outdoor dining patio. The layout of the outdoor dining patio will be the same as 2022. The license would be based upon the same timeframe and fees being imposed for use of the First Street plazas (two 100-day time periods- April 15 to Oct. 31, \$0.50 per square foot of outdoor café area per 100-day period).</p> <p>4. First Amendment to Parking Easement Agreement between the City of St. Charles and STC Morse</p> <p>In May 2013, the City entered into a Parking Easement Agreement for the parking lot adjacent to the Flagship and Pollyanna building. The parking lot is partially owned by the City and partially privately owned,</p> 			

see Aerial Map Exhibit with ownership labeled. The agreement grants reciprocal access to both the City and private ownership over the entire parking lot. The agreement grants the City unrestricted right to use all of Parcels A, B, and C for public parking and access purposes. This agreement expires on April 30th, 2023. Once this agreement expires, the City will no longer have the right to utilize the privately own parking lot (Parcel A) for public parking or for ingress/egress purposes.

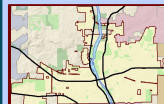
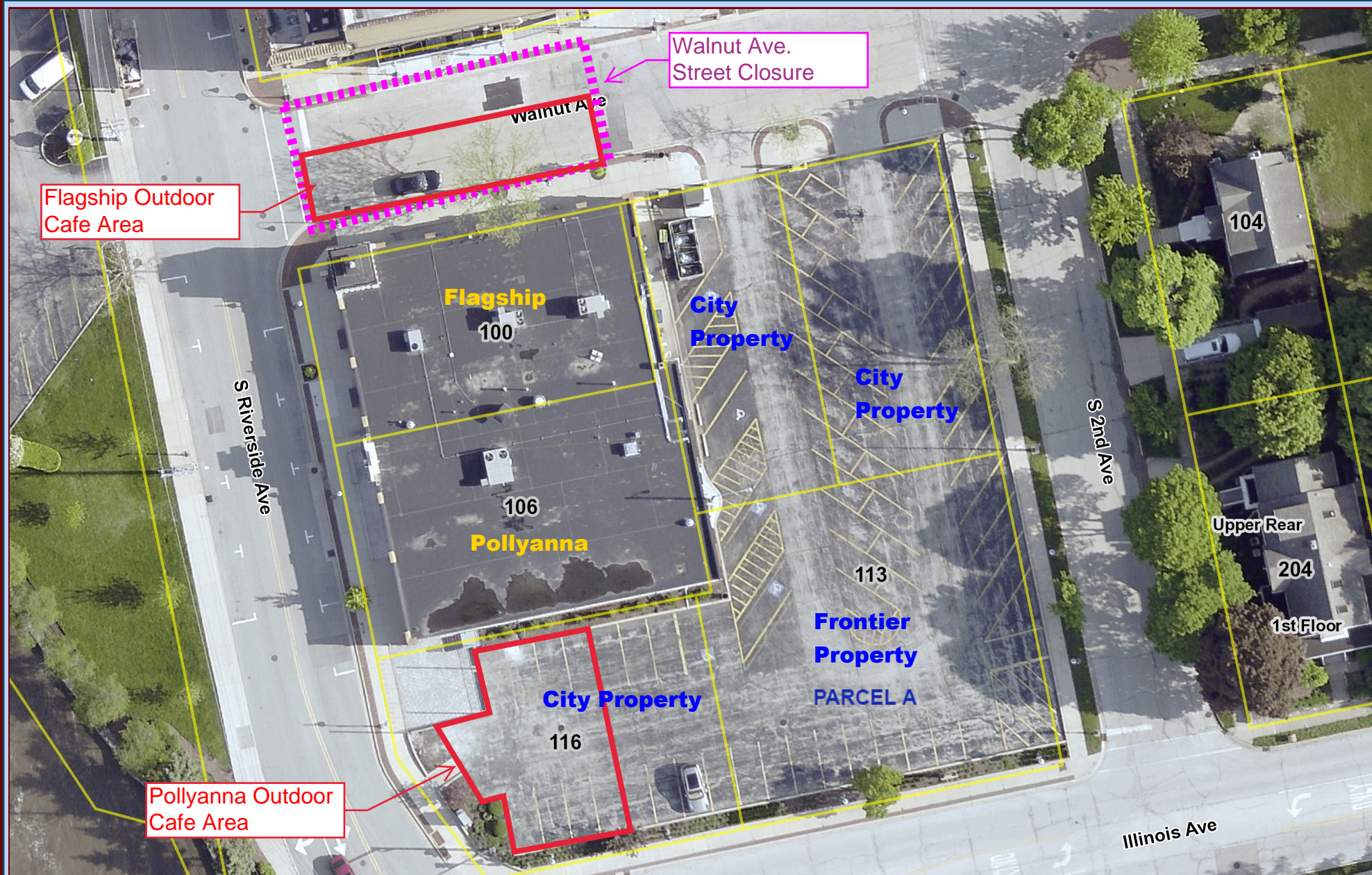
The First Amendment to Parking Easement Agreement being considered simply extends the agreement in time to October 31, 2023. This timeframe coincides with the temporary license agreements for outdoor dining which will allow for more cohesive and efficient use of parking and space throughout the 2023 summer. Additionally, the extension in time will allow for staff and the STC Morse/Frontier Development to discuss and plan a permanent solution for the block. In the past, there has been discussion regarding a potential property “swap” between the City and landlord/building owner of 100-106 Riverside Ave, STC Morse/Frontier Development. If the “swap” is executed, outdoor café areas for both Pollyanna and Flagship would then be located on private property. The details of this potential property “swap” have not been finalized, but and may be presented for consideration by the Committee in the next few months.

Attachments (please list):

Aerial map, Amendment to Parking Easement Agreement, Parking Easement Agreement (Original)

Recommendation/Suggested Action (briefly explain):

Recommendation to approve a First Amendment to Parking Easement Agreement between the City of St. Charles and STC Morse.



Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Printed on: April 7, 2022 02:03 PM



0 21 42 Feet

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FIRST AMENDMENT TO PARKING EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO PARKING EASEMENT AGREEMENT ("*First Amendment*") is made as of this ____ day of _____, 2023, by and between STC MORSE, LLC, an Illinois limited liability company, as successor in interest to BMO HARRIS BANK, N.A., a national banking association, hereinafter referred to as "*STC Morse*," and the CITY OF ST. CHARLES, an Illinois municipal corporation, hereinafter referred to as the "*City*."

Recitals

STC Morse and City are parties to a certain Parking Easement Agreement, dated May 16, 2013 ("*Agreement*") for Parcels A, B and C, legally described on Exhibit A, attached hereto and made a part hereof. STC Morse and the City now desire to amend the Agreement as more particularly set forth herein.

All capitalized terms used herein which are not defined in this First Amendment shall have the meanings ascribed to such terms in the Agreement. This First Amendment shall be effective upon execution of this First Amendment by both STC Morse and the City. In the event of a conflict between the provisions of this First Amendment and those of the Agreement, the provisions of this First Amendment shall control. Except for purposes of determining whether a conflict exists between the Agreement and this First Amendment, the term "Agreement," as used herein, and in the Agreement shall include the provisions of this First Amendment.

Agreement

In consideration of the foregoing, the covenants and agreements hereinafter contained and other good and valuable consideration, STC Morse and the City hereby agree as follows:

1. Pursuant to Section 9 of the Agreement, the Initial Term of the Agreement shall be amended to expire on October 31, 2023 ("*Expiration Date*"), unless otherwise extended by agreement of STC Morse and the City.

2. Section 12 of the Agreement shall be deleted and replaced as follows:

12. **Notices.** Any and all notices, requests, demands or other communications hereunder shall be in writing and shall be deemed properly served (i) on the date sent if transmitted by personal delivery with receipt therefor, (ii) on the date sent if transmitted by electronic mail (with confirmation by hard copy to follow by first class mail), (iii) on day after the notice is deposited with an overnight courier, or (iv) three (3) days after being sent by registered or certified mail, return receipt requested, first class postage prepaid, addressed as follows (or to such new address as the addressee of such a communication may have notified the sender thereof):

To the City:

City of St. Charles
Attn: City Administrator
2 East Main Street
St. Charles, Illinois 60174
E-Mail: hmcguire@stcharlesil.gov

With a copy to: Nicholas S. Peppers
Storino, Ramello & Durkin
9501 West Devon Avenue, Suite 800
Rosemont, Illinois 60018
E-Mail: npeppers@srd-law.com

To STC Morse: STC Morse, LLC
Attn: Curtis Hurst
1 East Main Street
St. Charles, Illinois 60174
E-Mail: curt@frontierdevelopmentgroup.com

With a copy to: William J. Mitchell
Meltzer, Purtil & Stelle, LLC
300 South Wacker Drive, Suite 2300
Chicago, Illinois 60606
E-Mail: wmitchell@mpslaw.com

3. Except as expressly provided herein by this First Amendment, all of the terms, covenants and provisions of the Agreement shall remain in full force and effect.

SIGNED AND SEALED as of the date first written above.

STC MORSE:

CITY:

STC MORSE, LLC, an Illinois
limited liability company

CITY OF ST. CHARLES,
an Illinois municipal corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Mayor

ATTEST:

By: _____
Name: _____
Title: City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

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

Given under my hand and Notarial Seal this _____ day of _____, 2023.

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 Lora A. Vitek, Mayor of the City of St. Charles, and Nancy Garrison, 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 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 _____, 2023.

Notary Public

EXHIBIT A

LEGAL DESCRIPTIONS OF PARCELS A, B AND C

PARCEL A:

LOT 7 (EXCEPT THE WESTERLY FIVE (5) FEET OF THE NORTHERLY 25 FEET THEREOF) AND LOT 8 IN BLOCK 10 OF THE ORIGINAL TOWN OF ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

P.I.N. 09-27-391-006

PARCEL B:

LOT 1 AND LOT 2 (EXCEPT THE WEST FIVE (5) FEET OF SAID LOT 2) IN BLOCK 10 OF THE ORIGINAL TOWN OF ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

P.I.N. 09-27-391-005

PARCEL C:

LOT 5 AND LOT 6 (EXCEPT THE NORTHERLY 25 FEET THEREOF, AND THE PORTION OF SAID LOT 5 DEDICATED FOR PUBLIC RIGHT OF WAY) IN BLOCK 10 OF THE ORIGINAL TOWN OF ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

P.I.N. 09-27-391-003



2013K043676

SANDY WEGMAN
RECORDER - KANE COUNTY, IL
RECORDED: 6/14/2013 10:02 AM
REC FEE: 41.00
PAGES: 13

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

Recording Cover Page

This page added for the purposes of affixing Recording Information

- ☐ Deed _____
- ☒ Other Parking Easement Agreement between City of St. Charles
Kane and DuPage Counties Illinois and BMO Harris Bank, N.A.
- ☐ UCC
- ☐ Plat

Remarks:

City of St. Charles, IL
2 East Main Street
St. Charles, IL 60174

PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT (the "Agreement") is made this 6th day of May, 2013, by and between the City of St. Charles, Kane and DuPage Counties, Illinois (the "City") and BMO Harris Bank, N.A., a national banking association (the "Bank"), known collectively as the "Parties".

WITNESSETH

WHEREAS, the Bank currently owns the parcel of real property legally described in Exhibit "A" attached hereto and made a part hereof ("Parcel A"); and,

WHEREAS, the City currently owns the parcels of real property legally described in Exhibit "B" attached hereto and made a part hereof ("Parcel B" and "Parcel C"); and,

WHEREAS, Parcels A, B and C are improved as parking areas and the Parties wish to grant reciprocal access/parking easements over each Parcel pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

Section 1. Parking Easement over Parcel A. For the Term of this Agreement (defined in Section 9 below), the Bank hereby grants, gives and conveys to the City and its successors and assigns, as an easement appurtenant to Parcels B and C, a non-exclusive easement on and over Parcel A for use by the general public for the parking of motor vehicles in the parking spaces designated thereon and for ingress and egress to and from said parking spaces. No barrier, curb or other improvement shall be erected on the boundary line of Parcel A or otherwise which would prohibit or prevent ingress or egress to and from said Parcel by motor vehicles or pedestrians, or the exercise of any easement rights granted to the City herein. Said easement shall be subject to the additional terms and conditions set forth herein. Any additional easements granted by the Bank

over Parcel A shall not interfere with the City's use of said Parcel hereunder, or any easement rights granted to the City herein.

Section 2. Parking Easement over Parcel C. For the Term of this Agreement, the City hereby grants, gives and conveys to the Bank and its successors and assigns, as an easement appurtenant to Parcel A, a non-exclusive easement on and over Parcel C for use by certain Authorized Users (as hereinafter defined) for the parking of motor vehicles by Authorized Users in the parking spaces reserved exclusively for Authorized User parking as designated on Exhibit C hereto (subject to Section 4 below) (the "Reserved Parking Spaces"), and for ingress and egress to and from said Reserved Parking Spaces. No barrier, curb or other improvement shall be erected on the boundary line of Parcel C or otherwise which would prohibit or prevent ingress or egress to and from said Parcel by Authorized Users, or the exercise of any easement rights granted to the Bank herein. Said easement shall be subject to the additional terms and conditions set forth herein. Any additional easements granted by the City over Parcel C shall not interfere with the Bank's use of said Parcel hereunder, or any easement rights granted to the Bank herein.

For purposes of this Agreement, "Authorized Users" of the Reserved Parking Spaces shall mean any one or more of the following, as the Bank designates to the City from time to time in its sole discretion: (a) Bank employees, customers or invitees; (b) Bank tenant employees, customers, or invitees; and/or (c) the employees, customers or invitees of any subsequent owner(s) of any of the building(s) located at 1, 9, 13 and 15 E. Main Street, or of any tenant(s) of such subsequent owner(s). The Bank shall reasonably cooperate with the City to establish a procedure reasonably acceptable to the City whereby the City can identify the Authorized Users that the Bank designates when enforcing its parking regulations, such as by use of vehicle stickers and/or hang tags. The Bank acknowledges that if an Authorized User fails to comply with the agreed upon procedure, such Authorized User shall be subject to ticketing/towing by the City. The Bank reserves the right to allocate, as it sees fit, certain Reserved Parking Spaces to certain Authorized Users.

Section 3. Ingress and Egress Easement over Parcel B. For the Term of this Agreement, the City hereby grants, gives and conveys to the Bank and its successors and assigns, as an easement appurtenant to Parcel A, a non-exclusive easement on and over Parcel B for ingress and egress for motor vehicles and pedestrians to and from Parcel A and Parcel C. No barrier, curb or other improvement shall be erected on the boundary line of Parcel B or otherwise which would prohibit or prevent ingress or egress to and from said Parcels or Parcel A by Authorized Users, or the exercise of any easement rights granted to the Bank herein. Said easement shall be subject to the additional terms and conditions set forth herein. Any additional easements granted by the City over Parcel B shall not interfere with the Bank's use of said Parcel hereunder, or any easement rights granted to the Bank herein.

Section 4. Bank's Use of Parcels; Reserved Parking Spaces. At no cost, fee or other charge for parking, the Bank and its Authorized Users shall have the exclusive right to use of the twenty six (26) designated Reserved Parking Spaces located on Parcels A and C, which are depicted on Exhibit "C" attached hereto and incorporated herein, between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday and 8:00 a.m. and 12:00 p.m. (noon) on Saturday, except when any of

such days shall fall on a Bank holiday. The City currently allows non-reserved public parking at all other hours at no cost, fee or charge, and all Authorized Users shall be entitled to the same benefit at all other hours, including overnight. If the City shall determine to charge a fee for parking, the City shall provide the Bank with at least sixty (60) days advance written notice and, upon request of the Bank, the parties shall in good faith negotiate amending this Agreement to permit a mutually agreed upon number of Authorized Users to use any available parking spaces on a non-reserved basis at no cost or fee at all other hours, including overnight.

The City shall, at its cost, post appropriate signs on the Parcels indicating the day/hour restrictions set forth above and shall enforce the City's parking ordinances relative thereto. Upon mutual agreement the parties may agree to relocate the designated Reserved Parking Spaces.

Section 5. City's Use of Parcels. Subject to and without interfering with the easement and other rights granted to the Bank herein, and including without limitation the Bank's and Authorized Users' exclusive use rights with respect to the Reserved Parking Spaces as described above, the City shall have the unrestricted right to use all of Parcels A, B and C for parking and access purposes. Said right shall include, but not be limited to, the ability to provide parking on a public, no fee basis, to charge a fee for parking, or to lease parking spaces under such terms and conditions as the City shall determine. If the City charges a fee for parking, all revenues generated therefrom shall belong to the City.

Section 6. Maintenance of Parcels. The City shall, at its own cost, provide sweeping, snow removal, pavement patching and repair (limited on Parcel A to \$1,000 per patch), pavement sealing and marking to define parking stalls, mowing and bush and tree trimming, lot lighting and electric energy and signage for Parcels A, B and C. If the City deems that a major repair/rebuild of Parcels A, B and C is necessary or desirable, then the City will provide the Bank with at least 12 months advance notice of the same (provided the repair/rebuild is not needed immediately, such as due to unforeseen seasonal deterioration, in which case such notice shall be provided as soon as practicable), and the estimated cost to the Bank. If the estimated cost to the Bank exceeds \$10,000, the City will, at a minimum, obtain three (3) quotes and provide the same to the Bank for review along with such notice. Unless the Bank has a commercially reasonable objection to the quoted cost, the cost of such major repair/rebuild shall be paid for by each party pro-rata based upon the surface area of each party's respective Parcel(s).

All improvements on Parcel A shall remain the property of the Bank after the termination or expiration of this Agreement.

The Bank hereby grants to the City an easement over Parcel A for such maintenance purposes.

Section 7. Taxes. Each Party shall remain responsible for the real estate taxes, if any, attributable to the Parcel(s) each such Party owns.

Section 8. Covenants Running with the Land; Recording. All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto. A fully executed copy of this Agreement shall be recorded with the Office of the Recorder, Kane County, Illinois.

Section 9. Term of Agreement. This Agreement shall be effective as of the date set forth above and shall continue through April 30, 2023 ("Initial Term"). Upon mutual agreement of the Parties, this Agreement may be extended for successive five (5) year periods (each a "Renewal Term"), such mutual agreement to be evidenced by an extension agreement executed by both Parties and recorded with the Office of the Recorder for Kane County, Illinois. In order to give effect to this provision, no less than 90 days before expiration of the Initial Term or any Renewal Term, each party shall send notice to the other as to such party's intent or interest in extending the Term. Within ten (10) business days of the first of such notices to be sent, the parties shall meet and confer to determine whether such mutual agreement can be reached.

Section 10. Interpretation. The rule of strict construction does not apply to the grants herein. The grants herein shall be given a reasonable construction to carry out the intention of the Parties hereto.

Section 11. Indemnity and Insurance. The City shall indemnify and hold harmless the Bank, its officers, employees, agents and Authorized Users from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage arising out of or resulting from the City's negligent use of Parcel A, except for any such liability, loss, damage, costs and expenses arising in whole or in part from the acts of the Bank or its agents or the acts of Authorized Users.

The Bank shall indemnify and hold harmless the City, its officers, employees and agents from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage arising out of or resulting from the Bank's or any Authorized User's negligent use of Parcels B and/or C, except for any such liability, loss, damage, costs and expenses arising in whole or in part from the acts of the City or its agents or the acts of other parties who have been granted any easement by the City upon Parcels B and/or C.

Each Party shall carry at all times, with respect to the Parcel(s) owned by it, commercial general public liability insurance, including contractual liability, in an amount not less than \$2,000,000 combined single limit per occurrence. Such insurance shall name the other Party as an additional insured. Each Party shall, from time to time upon the request of the other Party, furnish to the other Party policies or certificates evidencing such coverage.

Section 12. Notices. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. The City at:

City St. Charles
2 E. Main Street
St. Charles, Illinois 60174
Attn: City Administrator

with a copy to:

Gorski & Good, LLP
211 S. Wheaton Avenue
Suite 305
Wheaton, Illinois 60187
Attn: Robin N. Jones

B. The Bank at:

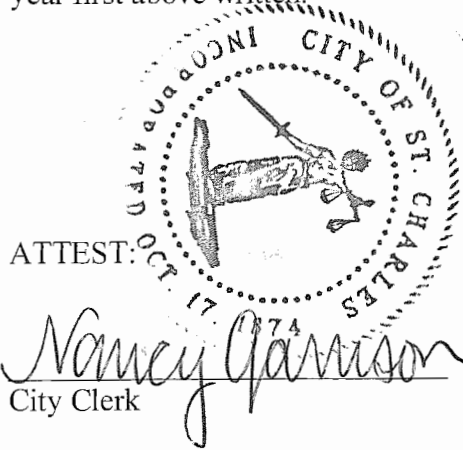
BMO Harris Bank, N.A.
Corporate Real Estate
111 W. Monroe Street – Floor 21 W
Chicago, Illinois 60603

with a copy to:

Bailey Borlack Nadelhoffer
135 S. LaSalle Street
Suite 3950
Chicago, Illinois 60603
Attn: Eric Grossman

C. To such other person or place which either party hereto, by its prior written notice, shall designate for notice to it from the other parties hereto.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.



City of St. Charles

By: David P. DeLitta
Mayor

BMO Harris Bank, N.A.

By: Hettie Ensign
Hettie Ensign, Vice President

Unofficial

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 Donald P. DeWitte, Mayor of the City of St. Charles, and Nancy Garrison, 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 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 6th day of May, 2013.

2013


Notary Public



Unofficial

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that HETTIE B. ENSIGN VP of BMO Harris Bank N.A.,
personally known to me to be the same person whose name is subscribed to the foregoing
instrument as such VICE PRESIDENT appeared before me this day in person and acknowledged that
he/she signed and delivered said instrument as his/her own free and voluntary act, and as the free
and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of April,
2013.

Joan Emerson
Notary Public

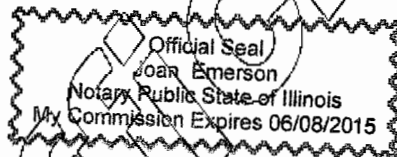


EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL A

Lot 7 (except the westerly five (5) feet of the northerly 25 feet thereof) and Lot 8 in Block 10 of the Original Town of St. Charles, in the City of St. Charles, Kane County, Illinois

Unofficial

EXHIBIT "B"

LEGAL DESCRIPTION OF PARCELS "B" AND "C"

PARCEL B:

Lot 1 and Lot 2 (except the west five (5) feet of said Lot 2) in Block 10 of the Original Town of St. Charles, in the City of St. Charles, Kane County, Illinois

PARCEL C:

Lot 5 and Lot 6 (except the northerly 25 feet thereof, and the portion of said Lot 5 dedicated for public right of way) in Block 10 of the Original Town of St. Charles, in the City of St. Charles, Kane County, Illinois

Unofficial

EXHIBIT “C”

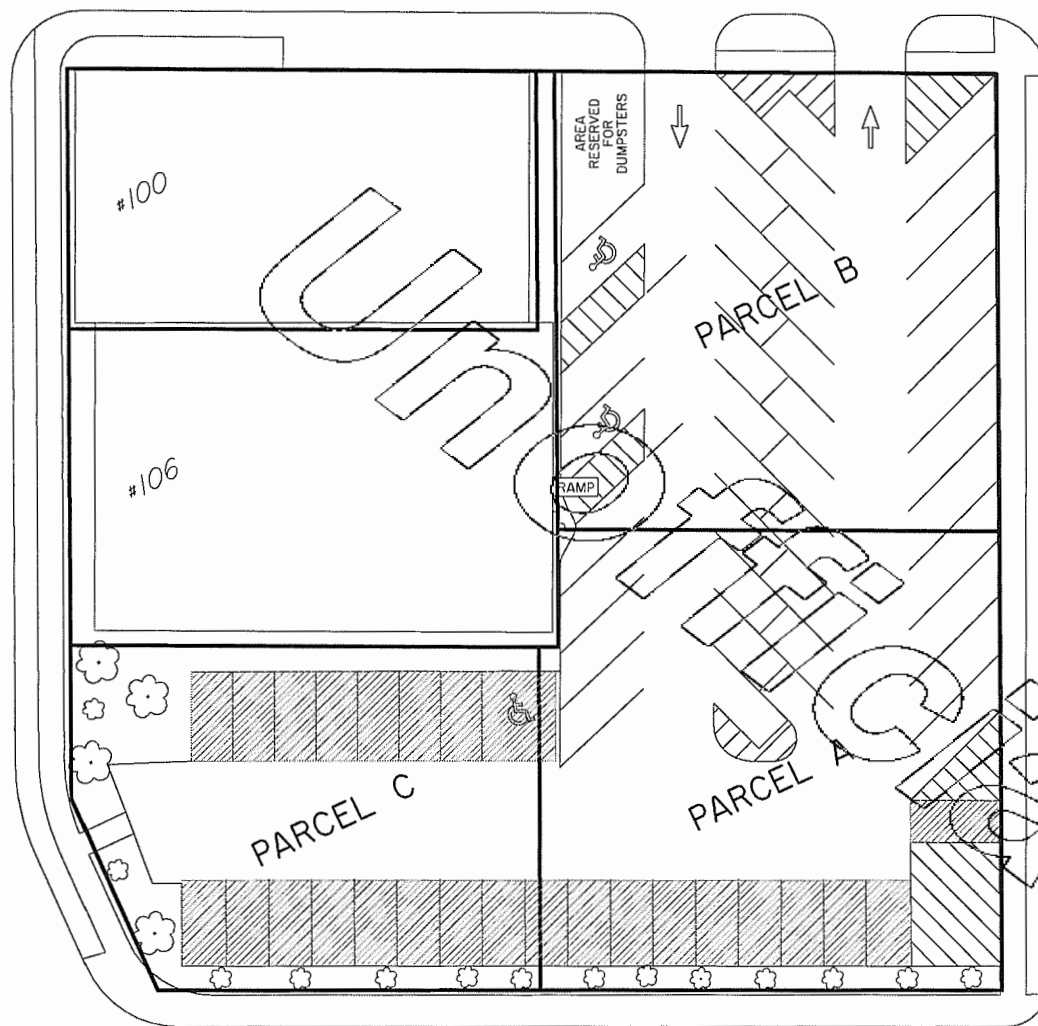
SITE PLAN – RESERVED PARKING SPACES

(see attached)

Unofficial

SOUTH RIVERSIDE AVE.

WALNUT AVE.



#100

#106

RAMP

PARCEL B

PARCEL A

PARCEL C

ILLINOIS AVE.

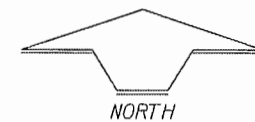
PARCEL A:
OWNED BY BMO HARRIS BANK, N.A.

PARCEL B:
OWNED BY CITY OF ST. CHARLES

PARCEL C:
OWNED BY CITY OF ST. CHARLES

 RESERVED/LEASED PARKING STALLS

SOUTH 2nd AVE.



DATE: MAY 1, 2013

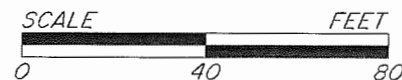



EXHIBIT C

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4f
	Title:	Plan Commission recommendation to approve a PUD Amendment for Charlestowne Lakes PUD regarding Townhome Building Height.	
	Presenter:	Ellen Johnson	
Meeting: Planning & Development Committee Date: March 13, 2023			
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain): <p>Charlestowne Lakes is an approved residential development located on 28 acres south of Foxfield Dr. and northeast of Charlestowne Mall. The development was approved as a PUD in June 2022 under Ordinance No. 2022-Z-12. Approved plans include 105 townhomes and 62 duplex units as well as extension of King Edward Ave. through the property.</p> <p>Developer DR Horton, Inc. has filed an application for Special Use requesting to amend the Charlestowne Lakes PUD by increasing the height of the townhome buildings from 34'7¼" to 37'9¼", which is in excess of the 35 ft. maximum permitted height in the RM-2 zoning district.</p> <p>The buildings will appear from the rear the same as previously approved. From the front, the buildings will be 3'2" taller. The change will allow the front entrance to be level with the first floor of the buildings.</p> <p>Plan Commission Recommendation – Plan Commission held a public hearing on 3/7/23 and voted 6-0 to recommend approval. No opposition was expressed by the public during the hearing.</p>			
Attachments (please list): Plan Commission Resolution, Staff Report, Building Elevations, Application, PUD Ord. 2022-Z-12, Public Comment correspondence			
Recommendation/Suggested Action (briefly explain): Plan Commission recommendation to approve a PUD Amendment for Charlestowne Lakes PUD regarding Townhome Building Height.			

City of St. Charles, Illinois
Plan Commission Resolution No. 1-2023

**A Resolution Recommending Approval of a Special Use to Amend Ordinance
2022-Z-12 (Charlestowne Lakes PUD) pertaining to townhome building
height (D.R. Horton, Inc. - Midwest)**

Passed by Plan Commission on March 7, 2023

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

WHEREAS, the Plan Commission held a public hearing and reviewed the Application for Special Use to amend PUD Ordinance 2022-Z-12 to increase the building height for the Charlestowne Lakes townhomes (D.R. Horton, Inc. - Midwest); and,

WHEREAS, the Plan Commission finds the Amendment to Special Use for PUD to be in the public interest under Section 17.04.410.D.3 of the Zoning Ordinance based on the following Criteria:

CRITERIA FOR PLANNED UNIT DEVELOPMENTS (PUDs)

- i. The proposed PUD advances one or more of the purposes of the Planned Unit Development procedure stated in Section 17.04.400.A.**
 - 1. To promote a creative approach to site improvements and building design that results in a distinctive, attractive development that has a strong sense of place, yet becomes an integral part of the community.**
 - 2. To create places oriented to the pedestrian that promote physical activity and social interaction, including but not limited to walkable neighborhoods, usable open space and recreational facilities for the enjoyment of all.**
 - 3. To encourage a harmonious mix of land uses and a variety of housing types and prices.**
 - 4. To preserve native vegetation, topographic and geological features, and environmentally sensitive areas.**
 - 5. To promote the economical development and efficient use of land, utilities, street improvements, drainage facilities, structures and other facilities.**
 - 6. To encourage redevelopment of sites containing obsolete or inappropriate buildings or uses.**
 - 7. To encourage a collaborative process among developers, neighboring property owners and residents, governmental bodies and the community.**

The purpose of this proposed planned unit development amendment is to allow a 3'-2" increase in the maximum permitted townhome building height from 34'-7 1/4", as approved and as measured from the required front building line in accordance with Section 17.30.030 of the Zoning Ordinance, to a maximum building height of 37'-9 1/4", all as shown on the attached Approved Building Elevations and on the attached Proposed Building Elevations, to provide opportunity for alternative townhome dwelling unit floor plan offerings. More specifically, the proposed increased building height planned unit

development amendment will afford DRH the ability to offer prospective townhome unit purchasers a unified first-floor plane level between the front door entry and the rear/garage door entry to such units in conjunction with site grading efficiencies. DRH respectfully submits that such amendment (i) will in no way compromise the stated City Council finding that the planned unit development, as approved by Ordinance No. 2022-Z-12, is in the public interest and (ii) will in no way compromise the adopted Criteria for Planned Unit Developments set forth on Exhibit C to that ordinance. Accordingly, the planned unit development, as currently approved and as now proposed to be amended, will, in accordance with said Exhibit C, continue to advance one or more purposes of the above-stated planned unit development procedure.

ii. The proposed PUD and PUD Preliminary Plans conform to the requirements of the underlying zoning district or districts in which the PUD is located and to the applicable Design Review Standards contained in Chapter 17.06, except where:

- A. Conforming to the requirements would inhibit creative design that serves community goals, or**
- B. Conforming to the requirements would be impractical and the proposed PUD will provide benefits that outweigh those that would have been realized by conforming to the applicable requirements.**

DRH respectfully submits that the proposed, marginally increased (9.15%) building height planned unit development amendment (i) will in no way compromise the stated City Council finding that the planned unit development, as approved by Ordinance No. 2022-Z-12, is in the public interest and (ii) will in no way compromise the adopted Criteria for Planned Unit Developments set forth on Exhibit C to that ordinance. Such amendment will in no way serve as a detriment to the above-stated planned unit development factors.

iii. The proposed PUD conforms with the standards applicable to Special Use (Section 17.04.330.C.2):

- A. Public Convenience: The Special Use will serve the public convenience at the proposed location.**

The proposed building height increase planned unit development amendment (i) will not detrimentally impact the public convenience, (ii) will in no way compromise the stated City Council finding that the planned unit development, as approved by Ordinance No. 2022-Z-12, is in the public interest and (iii) will in no way compromise the adopted Criteria for Planned Unit Developments set forth on Exhibit C to that ordinance.

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

The proposed building height increase planned unit development amendment (i) will in no way impact utility, road or drainage infrastructure, (ii) will in no way compromise the stated City Council finding that the planned unit development, as approved by Ordinance No. 2022-Z-12, is in the public interest and (iii) will in no way compromise the adopted Criteria for Planned Unit Developments set forth on Exhibit C to that ordinance.

C. Effect on Nearby Property: That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.

The proposed building height increase planned unit development amendment (i) will neither impact the use and enjoyment of other property nor diminish or impair property values in the neighborhood, (ii) will in no way compromise the stated City Council finding that the planned unit development, as approved by Ordinance No. 2022-Z-12, is in the public interest and (iii) will in no way compromise the adopted Criteria for Planned Unit Developments set forth on Exhibit C to that ordinance.

D. Effect on Development of Surrounding Property: That the establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

The proposed building height increase planned unit development amendment (i) will not impede development of surrounding property, (ii) will in no way compromise the stated City Council finding that the planned unit development, as approved by Ordinance No. 2022-Z-12, is in the public interest and (iii) will in no way compromise the adopted Criteria for Planned Unit Developments set forth on Exhibit C to that ordinance.

E. Effect on General Welfare: That the establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort or general welfare.

The proposed building height increase planned unit development amendment (i) will not be detrimental to or endanger the public health, safety, comfort or general welfare, (ii) will in no way compromise the stated City Council finding that the planned unit development, as approved by Ordinance No. 2022-Z-12, is in the public interest and (iii) will in no way compromise the adopted Criteria for Planned Unit Developments set forth on Exhibit C to that ordinance.

F. Conformance with Codes: That the proposed Special Use conforms to all applicable provisions of the St. Charles Municipal Code and meets or exceeds all applicable provisions of this Title, except as may be varied pursuant to a Special Use for Planned Unit Development.

The proposed building height increase planned unit development amendment (i) will not alter the status of the planned unit development as being conforming to applicable provisions of the City Code except as varied pursuant to the applicable planned unit development provisions of the City Code, (ii) will in no way compromise the stated City Council finding that the planned unit development, as approved by Ordinance No. 2022-Z-12, is in the public interest and (iii) will in no way compromise the adopted Criteria for Planned Unit Developments set forth on Exhibit C to that ordinance.

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

The proposed building height increase planned unit development amendment (i) will not alter the status of the planned unit development as being beneficial to the physical development, diversity, tax base and economic well-being of the City, (ii) will in no way compromise the stated City Council finding that the planned unit development, as approved by Ordinance No. 2022-Z-12, is in the public interest and (iii) will in no way compromise the adopted Criteria for Planned Unit Developments set forth on Exhibit C to that ordinance.

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

The proposed building height increase planned unit development amendment (i) will continue to conform to the purposes and intent of the Comprehensive Plan, (ii) will in no way compromise the stated City Council finding that the planned unit development, as approved by Ordinance No. 2022-Z-12, is in the public interest and (iii) will in no way compromise the adopted Criteria for Planned Unit Developments set forth on Exhibit C to that ordinance.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to City Council approval of a Special Use to Amend Ordinance 2022-Z-12 to increase the building height for the Charlestowne Lakes townhomes (D.R. Horton, Inc.- Midwest).

Roll Call Vote:

Ayes: Moad, Hibbel, Funke, Ewoldt, Rosenberg, Studebaker

Nays:

Absent: Vargulich, Wiese, Gruber

Motion carried: 6-0

Resolution No. 1-2023

Page 5

PASSED, this 7th day of March 2023.

Chairman
St. Charles Plan Commission



Staff Report
Plan Commission Meeting – March 7, 2023

Applicant:	D.R. Horton, Inc. - Midwest
Property Owner:	D.R. Horton, Inc. - Midwest
Location:	NE of Charlestowne Mall, south of Foxfield Dr.
Purpose:	Amend PUD to increase townhome building height
Applications:	• Special Use (PUD Amendment)
Public Hearing:	Yes, required
Zoning:	RM-2
Current Land Use:	Residential (site work underway)
Comprehensive Plan:	Corridor/Regional Commercial & Multi-Family Res.

Charlestowne Lakes



Subject Property

Summary of Proposal:	<p>Last year, the City approved the Charlestowne Lakes PUD under Ordinance No. 2022-Z-12 to facilitate development of a 167-unit residential development. The approved plans include:</p> <ul style="list-style-type: none"> • 105 townhomes (21 buildings) • 62 duplexes (31 buildings) • Construction of King Edward Ave. extension through the site • Stormwater detention facilities at the north end of the site
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The developer is now requesting an additional zoning deviation to increase the allowable height of the townhome buildings by 3'2". The approved building height is 34'7½"; proposed height is 37'9½". A PUD Amendment is required since the proposed height exceeds the 35 ft. maximum permitted in the RM-2 zoning district.

Info / Procedure on Application:	<p>Special Use for Planned Unit Development Amendment:</p> <ul style="list-style-type: none"> • Approval of an amendment to a previously approved PUD ordinance which contains specific deviations from Zoning Ordinance standards. • Public hearing is required, with a mailed notice to surrounding property owners. • Single finding – Is the PUD in the public interest? Criteria are considered in reaching a decision. Responses to the criteria need not be in the affirmative to recommend approval of a PUD or PUD Amendment. • The Plan Commission may recommend conditions and restrictions upon the establishment, location, design, layout, height, density, construction,
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maintenance, aesthetics, operation and other elements of the PUD as deemed necessary to secure compliance with the standards specified in the Zoning Ordinance.

- The Plan Commission may recommend exceptions and deviations from the requirements of the Zoning and Subdivision Codes requested by the applicant, to the extent that it finds such exceptions and deviations are supportive of the standards and purposes for PUDs.

Suggested Action:

Conduct the public hearing on the Special Use (PUD Amendment) and close if all testimony has been taken.

The Plan Commission may vote on this item should the Commission feel that they have enough information to make a recommendation.

The applicant has provided responses to the Criteria for PUD for the Commission's consideration.

Staff Contact:

Ellen Johnson, Planner

I. PROPERTY INFORMATION

A. Development History

The subject property is a 28.55-acre site located northeast of Charlestowne Mall and south of Foxfield Dr. The property has historically been known as the Oliver-Hoffmann property, which is the name of the development company that owned the site when annexed into the City in 1991.

In 2022, the City approved the Charlestowne Lakes PUD under Ord. 2022-Z-12. The approved site plan is depicted here. Plans include the following:

- 105 townhomes (21 buildings) on either side of King Edward Ave. The buildings are 3-story with rear-loaded garages.
- 62 duplexes (31 buildings) behind the townhomes. The buildings are 2-story with front-loaded garages.
- Construction of King Edward Ave. extension through the site, new public streets, and private alleys behind the townhomes.
- Stormwater detention facilities at the north end of the site.
- Pedestrian trails around the detention ponds with connection to the Springs development to the east.

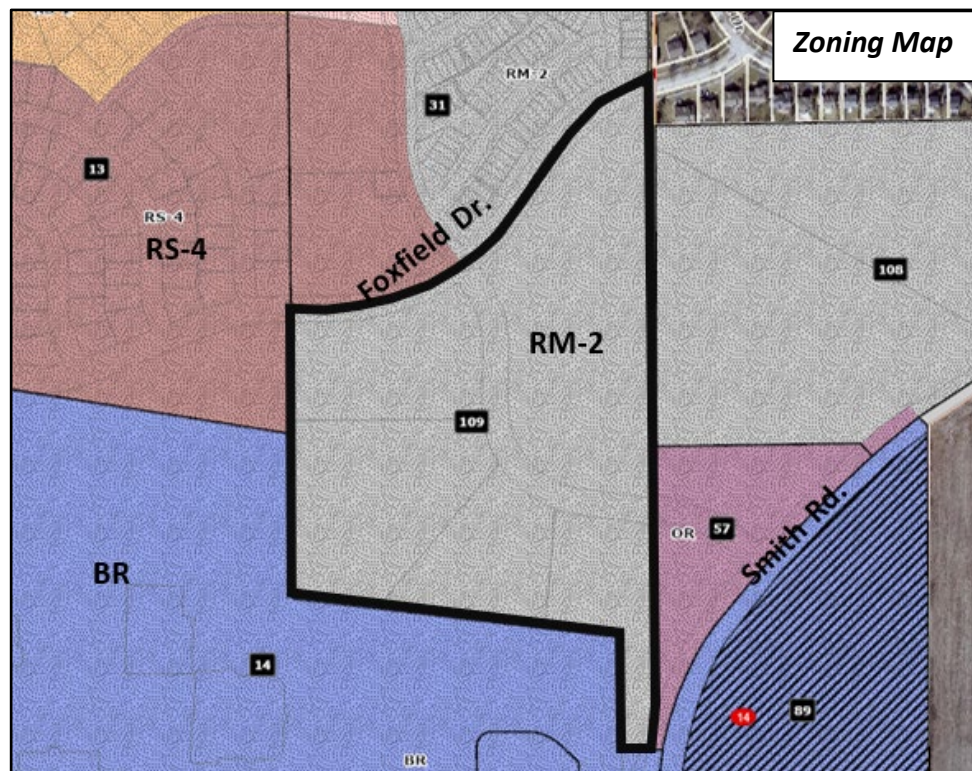


In 2006, a proposal was submitted for development of a Walmart Supercenter on the property, which would have limited the potential for the planned collector street connection. In 2007, the City filed a Complaint of Condemnation to acquire through eminent domain a strip of property for completion of the collector street. A settlement was reached between the City and property owner in 2009, resulting in a Consent Decree document. After City approval of the Charlestowne Lakes PUD in 2022, the Consent Decree was modified to facilitate the development. The City Attorney has advised that the Consent Decree will likely not need to be amended to facilitate this change.

B. Zoning

The subject property was rezoned to RM-2 Medium Density Multi-Family Residential last year. RM-2 zoning surrounds the property to the north (Kingswood Townhomes) and east (Springs at St. Charles apartment community, currently under construction). Single-family residential is also to the north, with commercial and office zoning generally south and east.

	Zoning	Land Use
Subject Property	RM-2 Medium Density Multi-Family Residential / PUD	Charlestowne Lakes-Townhomes/Duplexes
North	RM-2 Medium Density Multi-Family Residential / PUD RS-4 Suburban Single-Family Residential / PUD	Kingswood Townhomes; detention pond
East	RM-2 Medium Density Multi-Family Residential / PUD OR Office/Research	Springs multi-family; office building, bank
South	BR Regional Business / PUD	Charlestowne Mall
West	BR Regional Business / PUD RS-4 Suburban Single-Family Residential / PUD	Charlestowne Mall; Charlemagne pond



II. PROPOSAL & ANALYSIS

Staff has analyzed the submitted application and plans for conformance with the standards established in Charlestowne Lakes PUD Ordinance and applicable sections of the Zoning Ordinance, including:

- Ch. 17.06 Design Review
- Ch. 17.12 Residential Districts

A. Proposed Change

D.R. Horton, developer, is requesting an additional zoning deviation to increase the building height of the townhome buildings in excess of the 35 ft. maximum permitted in the RM-2 District, from 34' 7¼" on the approved plan to 37' 9¼". This requires approval of a PUD Amendment.

Maximum Permitted Building Height- RM-2 District	Approved Building Height	Proposed Building Height
35 ft.	34' 7¼"	37' 9¼"

Building height for the townhomes is measured from grade at the front of the building. The approved building elevations depict the front of the building at 34' 7¼" in height. The rear of the building measures 37' 9¼" due to grading; 3 additional feet of the rear elevation is exposed.

The proposed building is 37' 9¼" in height at both the front and rear. The additional 3' 2" of exposed elevation in the front results in an additional window on each unit, larger first level windows, and fewer steps up to the front door. The building floor plans remain unchanged.

In summary, the buildings will appear from the rear the same as previously approved. From the front, the buildings will be 3' 2" taller, which is 2' 9¼" taller than permitted in the underlying RM-2 zoning district.

No changes are proposed to the duplexes.

III. OPTIONS FOR PLAN COMMISSION ACTION

1. Public Hearing – Close or Continue

If the Plan Commission feels they have adequate information the public hearing may be closed. The public hearing may be continued if additional information is deemed necessary to provide a recommendation.

If Public Hearing is closed-

2. Make a Recommendation to Planning & Development Committee

Special Use for PUD Amendment- For PUDs, there is a single finding – Is the PUD in the public interest? Responses to the PUD Criteria are to be considered in reaching this finding. The applicant has provided responses to the Criteria for PUDs (attached).

a. Recommend approval of the application.

OR

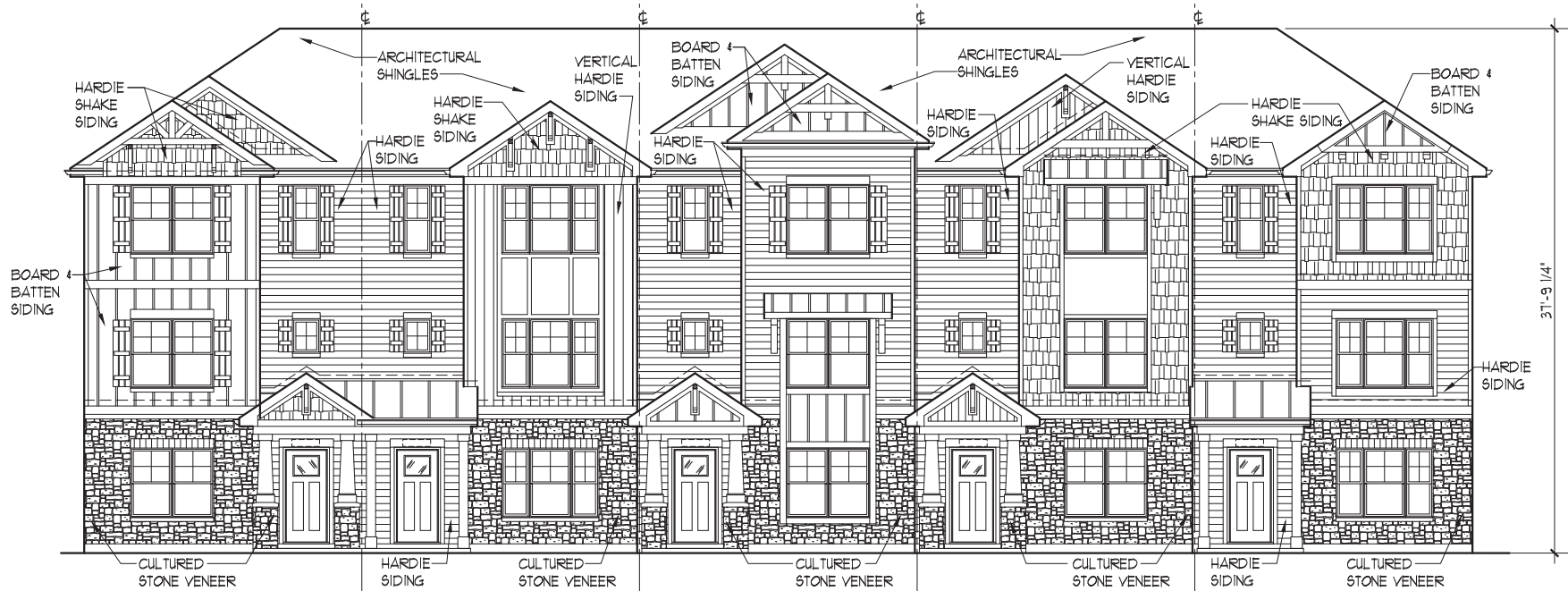
b. Recommend denial of the application.

- Plan Commission must substantiate how the PUD finding is not being met in order to recommend denial.

IV. ATTACHMENTS

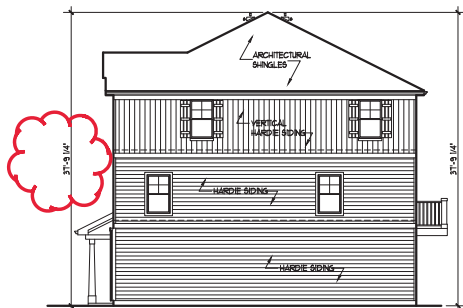
- Building Elevations
- Applications for Special Use; received 1/24/23
- Ord. 2022-Z-12
- Public Comment correspondence

PROPOSED BUILDING ELEVATIONS



FRONT ELEVATION - 5 UNIT BUILDING

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



TYPICAL RIGHT ELEVATION

SCALE: 1/16"=1'-0"



TYPICAL REAR ELEVATION

SCALE: 1/16"=1'-0"



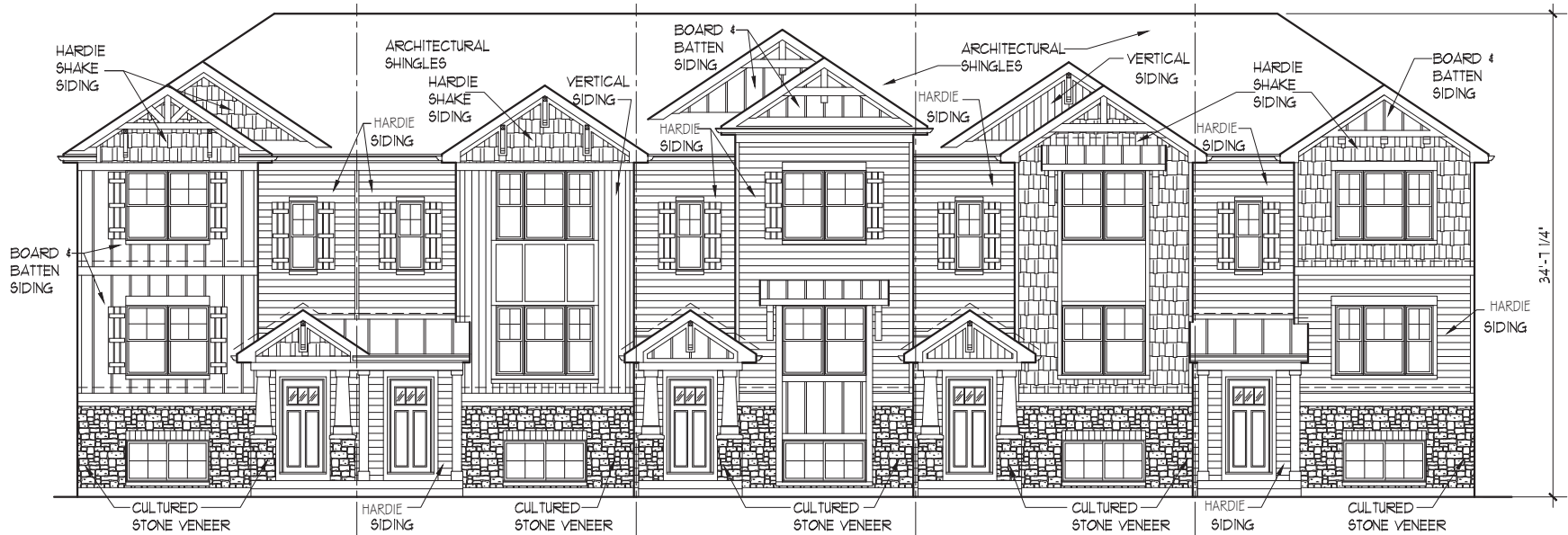
TYPICAL LEFT ELEVATION

SCALE: 1/16"=1'-0"

5 UNIT BUILDING SEABOARD SERIES

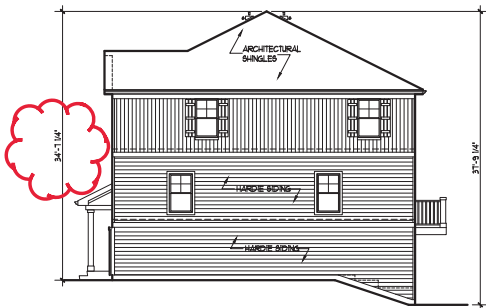
CHARLESTOWNE LAKES
ST. CHARLES, IL

APPROVED BUILDING ELEVATIONS



FRONT ELEVATION - 5 UNIT BUILDING

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



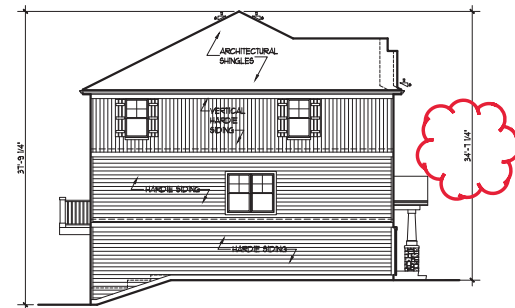
TYPICAL RIGHT ELEVATION

SCALE: 1/16"=1'-0"



TYPICAL REAR ELEVATION

SCALE: 1/16"=1'-0"



TYPICAL LEFT ELEVATION

SCALE: 1/16"=1'-0"

5 UNIT BUILDING SEABOARD SERIES

CHARLESTOWNE LAKES
ST. CHARLES, IL

City of St. Charles
Community Development Division
2 E. Main Street
St. Charles, IL 60174



Phone: (630) 377-4443
Email: cd@stcharlesil.gov

SPECIAL USE APPLICATION

(To request a Special Use or Amendment, or a Special Use for PUD or Amendment)

For City Use

Project Name: Charlestowne Lakes
Project Number: 2021 -PR- 011
Cityview Project Number: PLSU202300053

Received Date
RECEIVED
JAN 24 2023
City of St. Charles
Community Development

- File this application to request a Special Use for a property, or to request to amend an existing Special Use Ordinance for a property
- Complete the application and submit with all required attachments to the Community Development Division.
- The information you provide must be complete and accurate. If you have a question please contact the Community Development Division.
- City staff will review the submittal for completeness and for compliance with applicable requirements prior to establishing a public hearing date.

1. Property Information:	Location: Northeast of Charlestowne Mall; North of Main St. and west of Smith Rd.	
	Parcel Number (s): 09-25-245-002; 09-25-250-003; 09-25-250-004; 09-25-250-005; 09-25-250-006	
	Proposed Name: Charlestowne Lakes	
2. Applicant Information:	Name: D.R. Horton, Inc. - Midwest	Phone: 630-244-3101
	Address 1750 E. Golf Rd, Suite 925 Schaumburg, IL 60173	Email: prcook@drhorton.com
3. Record Owner Information:	Name: D.R. Horton, Inc. - Midwest	Phone: 630-244-3101
	Address: 1750 E. Golf Rd, Suite 925 Schaumburg, IL 60173	Email: prcook@drhorton.com

4. Identify the Type of Application:

- ☒ **Special Use for Planned Unit Development - PUD Name:** Charlestowne Lakes
- ☐ New PUD
- ☒ Amendment to existing PUD- Ordinance #: 2022-Z-12
- ☐ PUD Preliminary Plan filed concurrently
- ☐ **Other Special Use (from list in the Zoning Ordinance):**
- ☐ Newly established Special Use
- ☐ Amendment to an existing Special Use Ordinance #:

5. Information Regarding Special Use:

Comprehensive Plan designation of the property: Multi-Family Residential

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



What is the property's current zoning? RM-2 Medium Density Multi-Family Residential District



What is the property currently used for? Development of attached single-family res. community.

If the proposed Special Use is approved, what improvements or construction are planned?

The subject property is currently under development of a 167-unit attached single-family residential community (being 62 two-family units and 105 townhome units) in accordance with Ordinance #2022-Z-12.

6. For Special Use Amendments only:

Why is the proposed change necessary?

Petitioner seeks a planned unit development amendment and deviation to provide opportunity for alternative townhome dwelling unit floor plan offerings having a unified first-floor plane level between the front door entry and the rear/garage door entry.

What are the proposed amendments? (Attach proposed language if necessary)

Petitioner seeks a planned unit development amendment and deviation to allow an increase in the maximum townhome building height from 34' - 7 1/4" as approved to 37' - 9 1/4", which increase exceeds the 35' maximum permitted building height in the RM-2 Medium Density Multi-Family Residential District. Please see the Approved Building Elevations and Proposed Building Elevations submitted herewith.

Note for existing buildings: If your project involves using an existing building, whether you plan to alter it or not, please contact the St. Charles Fire Department (630-377-4458) and the Building and Code Enforcement Division (630-377-4406) for information on building, life safety and other code requirements. Depending on the proposed use, size of structure and type of construction, these requirements can result in substantial costs.

7. Required Attachments:

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

- ☒ **APPLICATION FEE:** Special Use for PUD: \$1,000
All other Special Use requests: \$750
- ☒ **REIMBURSEMENT OF FEES AGREEMENT:** An original, executed Reimbursement of Fees Agreement and deposit of funds in escrow with the City, as provided by Appendix B of the Zoning Ordinance.
- ☒ **REIMBURSEMENT OF FEES INITIAL DEPOSIT:** Deposit of funds in escrow with the City. Required deposit is based on review items (number of applications filed) and the size of the subject property:

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

- ☒ **PROOF OF OWNERSHIP:** a) A current title policy report; or
b) A deed and a current title search

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

- ☒ **OWNERSHIP DISCLOSURE:** Use the appropriate disclosure form (attached), if the owner or applicant is a Partnership, Corporation, Trust, or LLC.
- ☐ **LETTER OF AUTHORIZATION:** If the property owner is not the applicant, an original letter of authorization from the property owner permitting the applicant to file the zoning application with the City of St. Charles for the subject property.
- ☒ **LEGAL DESCRIPTION:** For entire subject property, on 8 1/2 x 11 inch paper and Microsoft Word file.
- ☐ **PLAT OF SURVEY:** A current plat of survey for the subject property showing all existing improvements on the property, prepared by a registered Illinois Professional Land Surveyor.
- ☒ **FINDINGS OF FACT:** Fill out the attached "Criteria for Planned Unit Developments (PUDs)" form for any PUD application and the "Findings of Fact – Special Use" form for all other Special Use applications.
- ☒ **LIST OF PROPERTY OWNERS WITHIN 250 FT.:** Fill out the attached form or submit on a separate sheet. The form or the list must be signed and notarized. Property ownership information may be obtained using Kane County's interactive GIS mapping tool: http://gistech.countyofkane.org/gisims/kanemap/kanegis4_AGOx.html
- ☐ **SOIL AND WATER CONSERVATION DISTRICT LAND USE OPINION APPLICATION:** As required by State law, submit a Land Use Opinion application and required fee directly to the Kane-DuPage Soil and Water Conservation District. Provide a copy of completed Land Use Opinion application to the City. The Land Use Opinion application can be found on the Kane-DuPage SWCD website: <http://www.kanedupageswcd.org/>

- ☐ **ENDANGERED SPECIES REPORT:** As required by State law, file an Endangered Species Consultation Agency Action with the Illinois Department of Natural Resources. Provide a copy of the report to the City. The online Ecological Compliance Assessment Tool (EcoCAT) should be utilized: <https://dnr2.illinois.gov/EcoPublic/>
- ☐ **TRAFFIC STUDY:** If applicable. Staff will advise you whether a traffic study is recommended based on the project. Regardless, the Plan Commission or City Council may request a traffic study as a part of the review process.
- ☒ **PLANS:** All required plans shall be drawn on sheets no larger than 24" x 36", unless the Director of Community Development permits a larger size when necessary to show a more comprehensive view of the project. All required plans shall show north arrow and scale, and shall be drawn at the same scale (except that a different scale may be used to show details or specific features). All plans shall include the name of the project, developer or owner of site, person or firm preparing the plan, and the date of plan preparation and all revisions.

Copies: Ten (10) full size copies, one (1) 11" by 17", and PDF electronic file emailed to: cd@stcharlesil.gov


Site Plan or plans shall show the following information:

1. Accurate boundary lines with dimensions
2. Streets on and adjacent to the tract: Name and right-of-way width
3. Location, size, shape, height, and use of existing and proposed structures
4. Location and description of streets, sidewalks, and fences
5. Surrounding land uses
6. Date, north point, and scale
7. Ground elevation contour lines
8. Building/use setback lines
9. Location of any significant natural features
10. Location of any 100-year recurrence interval floodplain and floodway boundaries
11. Location and classification of wetland areas as delineated in the National Wetlands Inventory
12. Existing zoning classification of property
13. Existing and proposed land use
14. Area of property in square feet and acres
15. Proposed off-street parking and loading areas
16. Number of parking spaces provided, and number required by ordinance
17. Angle of parking spaces
18. Parking space dimensions and aisle widths
19. Driveway radii at the street curb line
20. Width of driveways at sidewalk and street curb line
21. Provision of handicapped parking spaces
22. Dimensions of handicapped parking spaces
23. Depressed ramps available to handicapped parking spaces
24. Location, dimensions and elevations of freestanding signs
25. Location and elevations of trash enclosures
26. Provision for required screening, if applicable
27. Exterior lighting plans showing:
 - a. Location, height, intensity and fixture type of all proposed exterior lighting
 - b. Photometric information pertaining to locations of proposed lighting fixtures

(Note- For a Special Use for PUD, submit PUD Preliminary Plan Application In lieu of Site Plan)

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

D.R. Horton, Inc. - Midwest, a California corporation

 1/18/2023
Record Owner Date

Same as Record Owner
Applicant or Authorized Agent Date

**OWNERSHIP DISCLOSURE FORM
CORPORATION**

STATE OF ILLINOIS)
) SS.
KANE COUNTY)

I, Patrick R. Cook, being first duly sworn on oath depose and say that I am a
duly authorized representative of D.R. Horton, Inc. - Midwest ("DRHIM"), a
(California) Corporation and that:

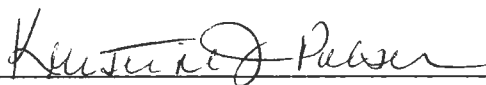
D.R. Horton CA2, Inc., a California corporation ("DRHCA2"), having its principal place of business at 1341 Horton Circle, Arlington, Texas 76011, is the sole shareholder of DRHIM, owning 100% interest in Developer and (ii) D.R. Horton, Inc., a Delaware corporation ("DHI"), having its principal place of business at 1341 Horton Circle, Arlington, Texas 76011, is the sole shareholder of DRHCA2, owning 100% interest in DRHCA2. DHI is a publicly traded company on the New York Stock Exchange under the ticker symbol DHI.

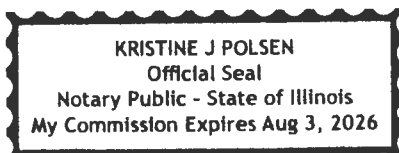
D.R. Horton, Inc. - Midwest

BY: 

TITLE: LAND ACQUISITION

Subscribed and Sworn before me this 18TH day of
JANUARY, 20 23.


Notary Public



City of St. Charles Ownership Disclosure Forms

CRITERIA FOR PLANNED UNIT DEVELOPMENTS (PUDs)

Use this form for PUD or PUD Amendment applications

The St. Charles Zoning Ordinance requires the Plan Commission to consider the criteria listed below in making a recommendation to the City Council on whether the proposed Planned Unit Development is in the public interest. As the applicant, the "burden of proof" is on you to provide information that addresses the criteria below in order to demonstrate that the project is in the public interest.

Charlestowne Lakes

PUD Name: D.R. Horton, Inc. - Midwest

From the St. Charles Zoning Ordinance, Section 17.04.410.3:

The Plan Commission shall not favorably recommend, and the City Council shall not approve, a Special Use for a PUD or an amendment to a Special Use for a PUD unless they each make findings of fact based on the application and the evidence presented at the public hearing that the PUD is in the public interest, based on the following criteria:

i. The proposed PUD advances one or more of the purposes of the Planned Unit Development procedure stated in Section 17.04.400.A:

1. To promote a creative approach to site improvements and building design that results in a distinctive, attractive development that has a strong sense of place, yet becomes an integral part of the community.
2. To create places oriented to the pedestrian that promote physical activity and social interaction, including but not limited to walkable neighborhoods, usable open space and recreational facilities for the enjoyment of all.
3. To encourage a harmonious mix of land uses and a variety of housing types and prices.
4. To preserve native vegetation, topographic and geological features, and environmentally sensitive areas.
5. To promote the economical development and efficient use of land, utilities, street improvements, drainage facilities, structures and other facilities.
6. To encourage redevelopment of sites containing obsolete or inappropriate buildings or uses.
7. To encourage a collaborative process among developers, neighboring property owners and residents, governmental bodies and the community

The purpose of this proposed planned unit development amendment is to allow a 3'-2" increase in the maximum permitted townhome building height from 34'-7 1/4", as approved and as measured from the required front building line in accordance with Section 17.30.030 of the Zoning Ordinance, to a maximum building height of 37'-9 1/4", all as shown on the attached Approved Building Elevations and on the attached Proposed Building Elevations, to provide opportunity for alternative townhome dwelling unit floor plan offerings. More specifically, the proposed increased building height planned unit development amendment will afford DRH the ability to offer prospective townhome unit purchasers a unified first-floor plane level between the front door entry and the rear/garage door entry to such units in conjunction with site grading efficiencies. DRH respectfully submits that such amendment (i) will in no way compromise the stated City Council finding that the planned unit development, as approved by Ordinance No. 2022-Z-12, is in the public interest and (ii) will in no way compromise the adopted Criteria for Planned Unit Developments set forth on Exhibit C to that ordinance. Accordingly, the planned unit development, as currently approved and as now proposed to be amended, will, in accordance with said Exhibit C, continue to advance one or more purposes of the above-stated planned unit development procedure. Please see attached Explanation of Request for further detail.

ii. The proposed PUD and PUD Preliminary Plans conform to the requirements of the underlying zoning district or districts in which the PUD is located and to the applicable Design Review Standards contained in Chapter 17.06, except where:

- A. Conforming to the requirements would inhibit creative design that serves community goals, or
- B. Conforming to the requirements would be impractical and the proposed PUD will provide benefits that outweigh those that would have been realized by conforming to the applicable requirements.

Factors listed in Section 17.04.400.B shall be used to justify the relief from requirements:

1. The PUD will provide community amenities beyond those required by ordinance, such as recreational facilities, public plazas, gardens, public art, pedestrian and transit facilities.
2. The PUD will preserve open space, natural beauty and critical environmental areas in excess of what is required by ordinance or other regulation.
3. The PUD will provide superior landscaping, buffering or screening.
4. The buildings within the PUD offer high quality architectural design.
5. The PUD provides for energy efficient building and site design.
6. The PUD provides for the use of innovative stormwater management techniques.
7. The PUD provides accessible dwelling units in numbers or with features beyond what is required by the Americans with Disabilities Act (ADA) or other applicable codes.
8. The PUD provides affordable dwelling units in conformance with, or in excess of, City policies and ordinances.
9. The PUD preserves historic buildings, sites or neighborhoods.

DRH respectfully submits that the proposed, marginally increased (9.15%) building height planned unit development amendment (i) will in no way compromise the stated City Council finding that the planned unit development, as approved by Ordinance No. 2022-Z-12, is in the public interest and (ii) will in no way compromise the adopted Criteria for Planned Unit Developments set forth on Exhibit C to that ordinance. Such amendment will in no way serve as a detriment to the above-stated planned unit development factors. Please see attached Explanation of Request for further detail.

iii. The proposed PUD conforms with the standards applicable to Special Uses (Section 17.04.330.C.2):

A. Public Convenience: The Special Use will serve the public convenience at the proposed location.

The proposed building height increase planned unit development amendment (i) will not detrimentally impact the public convenience(ii) will in no way compromise the stated City Council finding that the planned unit development, as approved by Ordinance No. 2022-Z-12, is in the public interest and (iii) will in no way compromise the adopted Criteria for Planned Unit Developments set forth on Exhibit C to that ordinance. Please see attached Explanation of Request for further detail.

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

The proposed building height increase planned unit development amendment (i) will have no impact on utility, road or drainage infrastructure (ii) will in no way compromise the stated City Council finding that the planned unit development, as approved by Ordinance No. 2022-Z-12, is in the public interest and (iii) will in no way compromise the adopted Criteria for Planned Unit Developments set forth on Exhibit C to that ordinance. Please see attached Explanation of Request for further detail.

C. Effect on Nearby Property: That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.

The proposed building height increase planned unit development amendment (i) will neither impact the use and enjoyment of other property nor diminish or impair property values in the neighborhood, (ii) will in no way compromise the stated City Council finding that the planned unit development, as approved by Ordinance No. 2022-Z-12, is in the public interest and (iii) will in no way compromise the adopted Criteria for Planned Unit Developments set forth on Exhibit C to that ordinance. Please see attached Explanation of Request for further detail.

D. Effect on Development of Surrounding Property: That the establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

The proposed building height increase planned unit development amendment (i) will have not impede development of surrounding property, (ii) will in no way compromise the stated City Council finding that the planned unit development, as approved by Ordinance No. 2022-Z-12, is in the public interest and (iii) will in no way compromise the adopted Criteria for Planned Unit Developments set forth on Exhibit C to that ordinance. Please see attached Explanation of Request for further detail.

E. Effect on General Welfare: That the establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort or general welfare.

The proposed building height increase planned unit development amendment (i) will have not be detrimental to or endanger the public health, safety, comfort or general welfare, (ii) will in no way compromise the stated City Council finding that the planned unit development, as approved by Ordinance No. 2022-Z-12, is in the public interest and (iii) will in no way compromise the adopted Criteria for Planned Unit Developments set forth on Exhibit C to that ordinance. Please see attached Explanation of Request for further detail.

F. Conformance with Codes: That the proposed Special Use conforms to all applicable provisions of the St. Charles Municipal Code and meets or exceeds all applicable provisions of this Title, except as may be varied pursuant to a Special Use for Planned Unit Development.

The proposed building height increase planned unit development amendment (i) will not alter the status of of the planned unit development as being conforming to applicable provisions of the City Code except as varied pursuant to the applicable planned unit development provisions of the City Code, (ii) will in no way compromise the stated City Council finding that the planned unit development, as approved by Ordinance No. 2022-Z-12, is in the public interest and (iii) will in no way compromise the adopted Criteria for Planned Unit Developments set forth on Exhibit C to that ordinance. Please see attached Explanation of Request for further detail.

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

The proposed building height increase planned unit development amendment (i) will have not alter the status of of the planned unit development as being beneficial to the physical development, diversity, tax base and economic well-being of the City, (ii) will in no way compromise the stated City Council finding that the planned unit development, as approved by Ordinance No. 2022-Z-12, is in the public interest and (iii) will in no way compromise the adopted Criteria for Planned Unit Developments set forth on Exhibit C to that ordinance. Please see attached Explanation of Request for further detail.

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

The proposed building height increase planned unit development amendment (i) will continue to conform to the purposes and intent of the Comprehensive Plan, (ii) will in no way compromise the stated City Council finding that the planned unit development, as approved by Ordinance No. 2022-Z-12, is in the public interest and (iii) will in no way compromise the adopted Criteria for Planned Unit Developments set forth on Exhibit C to that ordinance. Please see attached Explanation of Request for further detail.

Explanation of Request for Amendment to the Charlestowne Lakes Planned Unit Development and Statement Regarding the Standards of Review for a Planned Unit Development Amendment

As owner and developer of the Charlestowne Lakes attached single-family residential planned unit development approved on June 6, 2022 pursuant to Ordinance No. 2022-Z-12, D.R. Horton, Inc. – Midwest ("DRH") respectfully requests an amendment to that approval and ordinance pursuant to Section 17.04.430 of *The St. Charles Zoning Ordinance* ("Zoning Ordinance").

Purpose

The purpose of this proposed planned unit development amendment is to allow a 3'-2" increase in the maximum permitted townhome building height from 34'-7 ¼", as approved and as measured from the required front building line in accordance with Section 17.30.030 of the Zoning Ordinance, to a maximum building height of 37'-9 ¼", all as shown on the attached Approved Building Elevations and on the attached Proposed Building Elevations, to provide opportunity for alternative townhome dwelling unit floor plan offerings. More specifically, the proposed increased building height planned unit development amendment will afford DRH the ability to offer prospective townhome unit purchasers a unified first-floor plane level between the front door entry and the rear/garage door entry to such units in conjunction with site grading efficiencies. Townhome units constructed in that manner will have a marginally increased (i.e., 9.15%) front façade building height of 37'-9 ¼" as shown on the attached Proposed Building Elevations as opposed to a front façade building height of 34'-7 ¼" as previously approved and as shown on the attached Approved Building Elevations. That increased building height will result in (a) an increased first-floor level exterior cultured stone veneer height on the front façade of each townhome building, (b) an additional window on that façade of each townhome unit, each as shown on the Proposed Building Elevations submitted herewith, and (c) improved accessibility via a gently sloped service sidewalk between the public sidewalk and front door entry to each townhome unit in lieu of a graduated series of steps in that service walk. The rear façade building height of all townhome buildings, whether constructed as previously approved or constructed as now proposed, will remain 37'-9 ¼" as measured from adjacent rear grade level.

Statement Regarding PUD Standards

In support of its request for the above-described amendment, DRH respectfully submits that such amendment (i) will in no way compromise the stated City Council finding that the planned unit development, as approved by Ordinance No. 2022-Z-12, is in the public interest and (ii) will in no way compromise the adopted Criteria for Planned Unit Developments set forth on Exhibit C to that ordinance. Accordingly, the planned unit development, as currently approved and as now proposed to be amended, will, in accordance with said Exhibit C, continue to advance one or more purposes of the planned unit development procedure stated in Section 17.04.400.A of the Zoning Ordinance; will continue to conform to the requirements of the RM-2 Medium Density Multi-Family Residential District, except as authorized by Ordinance No. 2022-Z-12 and as now proposed to be amended to offer (a) a unified first-floor plane level between the front door entry and the rear/garage door entry and (b) higher-quality architectural design as shown on the proposed building elevations; will continue to conform to the standards applicable to special uses as stated in Section 17.04.330.C.0 of the Zoning Ordinance; will continue to be served by sufficient infrastructure; will neither be injurious to the use and enjoyment of other property in the immediate vicinity nor diminish or impair property values within the neighborhood; will not impede the normal and orderly development and improvement of the surrounding property for uses permitted; will not be detrimental to or endanger the public health, safety, comfort or general welfare; will continue to otherwise conform to all applicable legislation and regulation; will continue to be beneficial to the physical development, diversity, tax base and economic well-being of the City; and will continue to conform to the purposes and intent of the Comprehensive Plan.

Summary

The proposed planned unit development for increased building height of townhome buildings will allow an increase of 3'-2" in the front façade building as measured from the adjacent front grade level, will not result in any increase in building height as measured from the adjacent rear grade level, will provide opportunity for alternative townhome dwelling unit floor plan offerings, will enable improved accessibility between the public sidewalk and front door entry to each townhome unit, and will in no way compromise the stated bases set forth in Ordinance No. 2022-Z-12 upon which the City Council approved the Charlestowne Lakes planned unit development.

REFER TO:

Minutes 6-6-2022

Page _____

City of St. Charles, Illinois

Ordinance No.: 2022-Z-12

**An Ordinance Granting Approval of a Map Amendment,
Special Use for Planned Unit Development and PUD
Preliminary Plan for Charlestowne Lakes**

**Adopted by the
City Council
of the
City of St. Charles
June 6, 2022**

Published in pamphlet form by
authority of the City Council
of the City of St. Charles,
Kane and Du Page Counties,
Illinois, June 13, 2022

Nancy Garrison
City Clerk



(S E A L)

City of St. Charles, Illinois
Ordinance No. 2022-Z-12

**An Ordinance Granting Approval of a Map Amendment, Special Use for
Planned Unit Development and PUD Preliminary Plan for
Charlestowne Lakes**

WHEREAS, on or about February 5, 2009, a Consent Decree was filed with the Clerk of the Circuit Court of Kane County, Illinois resulting from a Complaint for Condemnation filed by the City of St. Charles ("City") against West Suburban Bank, as Trustee, u/t/a dated April 30, 1981 a/k/a Trust 2580 and Unknown Others, in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois, Case No. 07 ED 07, pertaining to a parcel of land known as the Oliver-Hoffman Property, the real estate legally described on Exhibit "A" attached hereto and incorporated herein (the "Subject Property"); and,

WHEREAS, the Consent Decree was subsequently replaced by an Amended Consent Decree entered on or about July 8, 2009; and

WHEREAS, said Complaint for Condemnation was filed by the City to acquire by eminent domain a parcel of land on the Subject Property for use as a right-of-way for the construction of an extension of Charter One Drive (now known as King Edward Ave.) connecting to Foxfield Road; and,

WHEREAS, said Amended Consent Decree dismissed the City's complaint and decreed development parameters which resulted in the current subdivision and zoning of the Subject Property; and,

WHEREAS, said Amended Consent Decree further requires that any future development of the Subject Property be submitted to the City as a request for Planned Unit Development and that the extension of Charter One Drive/King Edward Ave. be constructed as part of the development; and,

WHEREAS, the Subject Property is currently owned by Gompers-Lewis II, LLC, an Illinois Limited Liability Company, (the "Owner") and is under contract to be purchased and developed by D.R. Horton, Inc.- Midwest, a California corporation (hereinafter, the "Applicant" or the "Developer"), and Owner has provided written authorization to the City for the Applicant to act as agent for the Owner in filing applications with the City for zoning entitlements; and

WHEREAS, on or about December 16, 2021, the Applicant filed petitions for: 1) Map Amendment from the BC Community Business District and RM-3 General Residential District to the RM-2 Medium Density Multi-Family Residential District; 2) Special Use for Planned Unit Development; and 3) PUD Preliminary Plan, all for Subject Property, for the purpose of developing Charlestowne Lakes, a residential subdivision consisting of 62 two-family units and 105 townhome units and which includes construction of the extension of Charter One Drive, now known as King Edward Avenue; and,

WHEREAS, the City, Owner and Applicant will be required to amend said Amended Consent Decree in order to allow the proposed residential development, subject to final City approval of said petitions for Map Amendment, Special Use for Planned Unit Development and PUD Preliminary Plan; and

WHEREAS, Notice of Public Hearing on said petitions for Map Amendment and Special Use for Planned Unit Development was published on or about March 18, 2022 in a newspaper having general circulation within the City, to-wit, the Daily Herald newspaper, as required by the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, pursuant to said Notice, the Plan Commission conducted a public hearing on or about April 5, 2022 on said petitions in accordance with the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, at said Public Hearing, the Applicant presented testimony in support of said petitions and all interested parties had an opportunity to be heard; and,

WHEREAS, the Plan Commission recommended approval of said petitions for Map Amendment, Special Use for Planned Unit Development (PUD), and PUD Preliminary Plan on or about April 5, 2022; and,

WHEREAS, the Planning & Development Committee of the City Council recommended approval of said petitions on or about April 11, 2022; and,

WHEREAS, the City Council of the City of St. Charles has received the recommendations of the Plan Commission and Planning & Development Committee and has considered the same; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, as follows:

1. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Ordinance as though fully set out in this Section 1.
2. With the exception of the Amended Consent Decree or any amendments thereto, this Ordinance shall supersede the prior annexation agreement for the Subject Property between the City and any other owners or developers.
3. That passage of this Ordinance shall constitute approval of the petition for a Map Amendment for the Subject Property from the BC Community Business District and the RM-3 General Residential District to the RM-2 Medium Density Multi-Family Residential District, and the Findings of Fact for Map Amendment attached hereto and incorporated herein as Exhibit "B" are expressly adopted by the corporate authorities of the City.
4. That passage of this Ordinance shall constitute approval of a Special Use for Planned Unit Development pursuant to the provisions of Title 17 of the St. Charles Municipal Code, as amended, and based upon the Applicant's petitions and the evidence presented at the Public

Hearing, the City Council hereby finds that the Special Use for Planned Unit Development is in the public interest and adopts the Criteria for Planned Unit Developments, set forth on Exhibit “C”, which is attached hereto and incorporated herein.

5. That passage of this Ordinance shall constitute approval of the PUD Preliminary Plan, incorporated herein as Exhibit “D”, such that the following documents and illustrations are hereby approved, reduced copies of which are attached hereto, subject to satisfactory resolution of all outstanding staff review comments and compliance with such conditions, corrections, and modifications as may be required by the Director of Community Development, Director of Public Works and Fire Chief to comply with the requirements of the St. Charles Municipal Code:

- Site Plan; Gary R. Weber Associates, Inc.; revised 5/13/2022
- Preliminary Engineering Plans; Cage Civil Engineering; revised 5/12/2022
- Preliminary Landscape Plan; Gary R. Weber Associates, Inc. revised 5/13/2022
- Preliminary Plat of Subdivision; Cage Civil Engineering; revised 5/12/2022
- Building Elevations; Premier Architecture, Inc.; dated 3/28/2022

6. The Subject Property shall be developed only in accordance with all ordinances of the City as now in effect and as hereafter amended (except as specifically varied herein), and subject to the terms, conditions and restrictions set forth herein, as follows:

- a. Zoning: The Subject Property shall be subject to the requirements of the RM-2 Medium Density Multi-Family Residential District, as amended, and all other applicable requirements of Title 17 of the St. Charles Municipal Code (“Zoning”), as amended, except as specifically varied in the “PUD Deviations”, attached hereto and incorporated herein as Exhibit “E”.
- b. Additional Code Departures: The Subject Property shall be subject to all Codes and Regulations adopted by the City of St. Charles, except as specifically varied in the “Additional Code Departures”, attached hereto and incorporated herein as Exhibit “F”.
- c. Use: The Subject Property shall be developed for residential purposes, consisting of sixty-two (62) duplex units and one hundred five (105) townhome units.
- d. Final PUD Plan and Final Plat: The City shall approve a Final PUD Plan and Final Plat of Subdivision that is in substantial conformance with the approved Preliminary PUD Plan and Preliminary Plat of Subdivision.
- e. Phases: The Subject Property may be developed in phases and final PUD plans and final plats may be submitted by the Developer for portions of the Subject Property to allow for the staging of the Subject Property. If the Subject Property is developed in phases, public improvements that are necessary for each phase, as determined by the City Development Engineer, will be installed by the Developer with each phase.
- f. Owners’ Association: The Applicant shall create one or more Owners’ Associations and create a Declaration of Covenants, Conditions & Restrictions

that clearly identifies all responsibilities of the Owners Associations with respect to the use, maintenance and continued protection of the common open space and improvements in the Subject Property, including, but not limited to stormwater detention facilities and common open space. Such Declaration shall be in a form reasonably acceptable to the City and shall be recorded prior to the issuance of the first building permit for a residential unit.

- g. On-Site Improvements: In connection with its development of the Subject Property, Developer shall, at its expense, construct all improvements located on the Subject Property, including sanitary sewers and facilities, watermains and facilities, storm sewers, stormwater detention and retention areas, on-site roads, alleys, parking spaces, curb and gutter, street lighting, traffic signs, street name signs, sidewalks, and parkway trees ("Subdivision Improvements"), in accordance with the approved Preliminary Plat, Preliminary PUD Plan, Landscape Plans, and Preliminary Engineering Plans and final engineering plans that are approved by the City, with the exception of the Departures approved herewith. The final surfacing of the local streets, King Edward Avenue, and alleys shall be completed when final occupancy permits have been issued for all 167 residences in the Subject Property. Paving of the alleys may be completed when all residential units accessed by the alley have been issued final occupancy permits. Final surfacing of King Edward Avenue may occur earlier upon mutual agreement of the City and Developer.
- i. Developer will construct the local streets with 66' right-of-way widths with 28' pavement width back-to-back of curb. The radius of the horizontal gradient shall be 90'. The entrances to the subdivision will be off of Foxfield Drive to the north and King Edward Avenue to the south.
 - ii. Developer will construct King Edward Avenue between Foxfield Drive and Charter One Avenue (now known as King Edward Avenue) as a collector street with an 80' right-of-way and pavement width of 34' back-to-back of curb with one inbound and one outbound lane at Foxfield Drive, with stop sign control. If the Subject Property is developed in phases, King Edward Avenue will be constructed in its entirety, from Foxfield Drive to existing King Edward Avenue, as a part of the first phase.
 - iii. Developer shall have no obligation to construct any additional roadways or off-site utilities except those shown on the Preliminary PUD Plan, Preliminary Plat, and Preliminary Engineering Plans.
 - iv. As a part of the Final Engineering review, Developer shall evaluate the Kingswood Sanitary Sewer Lift Station to verify that adequate capacity is available. This evaluation shall include inspection of the wet well and pump and review of force main size calculations. The City shall review the engineering calculations and supporting

documents prior to submission to the IEPA for permitting. The Developer will be responsible for any improvements necessary to provide service capacity for the development of the Subject Property as Charlestowne Lakes.

- v. Developer shall not be required to oversize any water, sanitary sewer or storm sewer utilities over or above what is shown on the Preliminary Engineering Plans. If the City determines during final engineering, however, that any utilities need to be further oversized to serve properties other than the Subject Property, the City will reimburse Developer for the incremental cost of oversizing a utility, based on an amount determined during the Final Engineering review.
- h. Water and Sanitary Sewer Service: The City has the capacity to provide and will provide potable water and sanitary sewer service to all portions of the Subject Property for which a Final Plat has been approved. The City shall cooperate with Developer in its submittal of permit applications to the Illinois Environmental Protection Agency (the "IEPA"), as applicable, for water main and sanitary sewer extensions within the Subject Property, and for connection to the Kingswood Subdivision sanitary sewer lift station, upon the applications and supporting engineering plans being properly prepared by Developer. Water and sanitary sewer connections to the Subject Property will occur pursuant to the final engineering plans.
- i. Stormwater Management Facilities: Developer will provide sufficient detention/retention for the Subject Property in conformance with the City's Stormwater Management Ordinance. The final engineering plans are subject to the City's approval.
- j. Building Elevations: The Building Elevations submitted by Developer are approved and supersede any requirements in the City of St. Charles Municipal Code. Any subsequent elevations that Developer submits to the City that are similar to the Building Elevations and comply with the City's Municipal Code shall be approved administratively without requiring an amendment to this Agreement.
- k. Master Plan Approvals. Developer may submit building permit applications to the City for master plan approval for each townhome building and each duplex building with all options contemplated for the Subject Property. The City agrees to review and approve master plans, provided that the plans comply with the requirements of the City's Municipal Code, subject to reasonable conditions (each a "Master Plan" or collectively, the "Master Plans"). The approval of Master Plans shall not relieve Developer from the obligation to submit a separate building permit for each building prior to the commencement of construction but shall serve as a mechanism to facilitate prompt and efficient review of individual building permit applications by the City. Once a Master Plan is approved, individual building permit plans shall not require the stamp of an architect

provided that the individual building permit plans comply with an approved and stamped Master Plan for that same building type.

- l. **Occupancy Certificates.** Developer's inability, due to adverse weather conditions, to install driveways, service walks, sidewalks, stoops, landscaping, and final grading, shall not delay the issuance of a temporary certificate of occupancy as long as all safety related items have been completed to the City's satisfaction and provided Developer delivers security to the City (that is similar in nature and form to the Guarantee provided with the Land Improvement Agreement in substantially the form set forth in Appendix D of Title 16) to assure the completion of said unfinished items. Additionally, a \$3,000.00 cash deposit or other suitable guarantee as determined by the City Development Engineer or Building Official shall be posted for each lot which cannot be completed or verified as completed by the City. Occupancies allowed prior to completion of grading and verification of the same shall have a strict completion date as established by the City Development Engineer or Building Official at the time of occupancy. Once unfinished items have been completed and approved by the City, the City shall issue final occupancy certificates. The City shall return the deposit/guarantee for the full amount (no interest) after completion of the lot grading, driveway, service walks, sidewalks, stoops, landscaping, parkway trees and submittal of a final as-built survey and acceptance by the City Development Engineer.
- m. **Special Service Area:** The City shall initiate the formation of a Special Service Area for the purpose of maintaining and repairing stormwater management facilities and other facilities serving the Subject Property. Such Special Service Area shall be of perpetual duration with a maximum rate sufficient to provide for maintenance, repair, and reconstruction of such facilities. Such Special Service Area may provide for maintenance by the City in the event that stormwater management facilities or other facilities are not adequately maintained by the Owner or successors.
- n. **School and Park Contributions:** The School and Park contributions shall be provided by the Applicant as cash in lieu of land contribution in accordance with the provisions of Title 16 of the St. Charles Municipal Code ("Subdivisions and Land Improvement"), as the same may be amended from time to time. Said cash contributions shall be paid directly to St. Charles Community Unit School District 303 and the St. Charles Park District for each residential unit upon submittal for a building permit.
- o. **Inclusionary Housing:** The Inclusionary Housing contribution shall be provided by the Applicant as a cash in lieu of affordable units in accordance with the provisions of Title 19 of the St. Charles Municipal Code, as the same may be amended from time to time. The Inclusionary Housing contribution shall be provided based on the 2022 Inclusionary Housing Fee applicable to Single-Family Attached (Townhouse) and Two-Family Developments, which is \$27,766.03 per required affordable unit. Said cash contribution shall be paid to the City for each dwelling unit upon submittal for a building permit.

- p. **Guarantee and Land Improvement Agreement:** A Guarantee for Completion of Land Improvements shall be provided in accordance with Title 16 of the St. Charles Municipal Code (“Subdivisions and Land Improvement”), as may be amended from time to time. The Guarantee shall be accompanied by a Land Improvement Agreement in substantially the form set forth in Appendix D of Title 16.
- q. **Landscape Buffer:** The Preliminary Landscape Plan depicts trees and other plantings along the rear lot lines of the two-family dwellings along the west and south perimeter of the Subject Property. A portion of this landscaping is within Public Utility and Drainage Easements as depicted on the Preliminary Plat of Subdivision. Trees and landscaping are not typically allowed within the easement area. Modifications to the Landscape Plan to address easement and utility conflicts shall be permitted as part of the PUD Final Plan.
- r. **Trail Connection:** A pedestrian trail connection to the property to the east shall be provided, terminating at the east property line of the Subject Property and connecting to a pedestrian trail running from Foxfield Dr. to King Edward Ave. between the wetland and detention basin on the Subject Property, as depicted on the PUD Preliminary Plan (“Pedestrian Trail”). The location of the trail connection to the east is subject to change as part of the PUD Final Plan in coordination with the final development plans for the property to the east. Public access over the Pedestrian Trail is desired. The Applicant shall coordinate with the City and St. Charles Park District to provide public access. Should the parties fail to come to agreement regarding public access, the Pedestrian Trail shall be constructed as depicted on the PUD Preliminary Plan for private utilization.
- s. **Building Design Key Lots:** Additional exterior architectural detail as depicted on the Building Elevations shall be provided on the two-family and townhouse buildings identified as “Key Lots”, attached hereto and incorporated herein as Exhibit “G”.
- t. **Crosswalks:** Depressed curb ramps for pedestrian connectivity shall be constructed by the Developer at the intersection of Foxfield Dr. and King Edward Ave. adjacent to the Subject Property and on the north side of Foxfield Dr., pending verification of adequate sight distance based on information to be submitted by the Developer with the PUD Final Plan.
- u. **Models/Trailers:** Following approval of the first Final Plat and after Master Plan approval, Developer shall have the right to construct three (3) models, including one (1) or two (2) duplex models and one (1) or two (2) townhome models, and other appurtenant facilities, including potable water and temporary sanitary facilities on the Subject Property. No model homes shall be used as a model home or sales office until a temporary certificate of occupancy is issued for such purpose by the City. One of the model home units may be used as a sales office. Two (2) transportable modular trailers may be located on the Subject Property and

utilized for on-site construction offices provided that they have potable water and temporary sanitary facilities and up to two (2) semi-tractor trailers may be located on the Subject Property and utilized to store materials on-site (subject to approval as to their location by the City).

7. That the approvals granted by this ordinance shall be subject to the City, Owner and Applicant amending the Consent Decree to permit the development of the Subject Property as approved herein, with the condition that the City expressly reserves the right to retain and carry forward any provision of the existing Amended Consent Decree, dated July 8, 2009, that is not in direct conflict with this ordinance and said petitions approved herein.

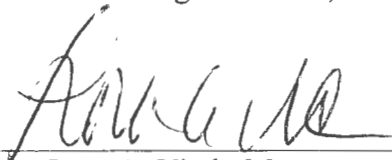
8. Conflicts with City Laws. Except for the Amended Consent Decree or any further amendments thereto, if the City's Municipal Code or other City Resolutions, Ordinances, Rules or Regulations (cumulatively "City Laws") are inconsistent or conflict with any provision of this Ordinance, then such provisions of this Ordinance shall supersede the terms of such City Laws, as they may relate to the Subject Property.

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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 6th day of June 2022.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 6th day of June 2022.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 6th day of June 2022.


Lora A. Vitek, Mayor

Attest:


Nancy Garrison, City Clerk



Vote:

Ayes: 8

Nays: 0

Absent: 1

Abstain: 0

Date: _____

EXHIBIT "A"

SUBJECT PROPERTY

LOTS 1, 2, 3, 4 AND 5 OF THE PLAT OF RESUBDIVISION OF OLIVER-HOFFMAN CHARLESTOWN RESUBDIVISION BEING A RESUBDIVISION OF LOTS 1, 2, AND 3 OF THE OLIVER-HOFFMAN CHARLESTOWN DEVELOPMENT A SUBDIVISION OF THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 8 EAST, AND PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 20, 2010 AS DOCUMENT NO. 2010K046244, IN KANE COUNTY, ILLINOIS.

PIN# 09-25-245-002; 09-25-50-003; 09-25-250-004; 09-25-250-005; 09-25-250-006

EXHIBIT “B”

FINDINGS OF FACT FOR MAP AMENDMENT

1. The existing uses and zoning of nearby property.

The existing uses of nearby properties consist of multi-family (RM-2 PUD) and single-family residences (RS-4) to the north and single-family residences (R3 in West Chicago) to the northeast, open space and commercial (BR PUD) to the west and south, and office (OR) and vacant land to the east (R-4 in DuPage County). The proposed Rowhomes and Villas are consistent with and will complement the residential uses to the north and east and provide a transition from the higher intensity commercial uses along Main Street to the lower intensity residential uses to the north.

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

The Property has not developed since it was annexed into the City in 1991, and more importantly since the Consent Decree in 2007 established the existing BC and RM-3 Zoning classifications. The rezoning of the Property from BC and RM-3 to RM-2 will permit the development of the Property as a single-family residential community, which will increase the value of the Property, adding homes to increase the consumer base in the immediate area and throughout the City. Enhancing the City's housing stock will provide for the improvement of the City's real estate tax base while also bringing new families to the community to live and work. The gain to the City and the public as described above will be significant.

3. The extent to which the reduction of the property's value under the existing zoning restrictions promotes the health, safety, morals or general welfare of the public.

The existing zoning classification does not promote the health, safety, morals, or general welfare of the public. The vacant, underproductive Property does nothing to support the general public or the City. The current market for commercial development is non-existent. The proposed rezoning with residential uses, however, will increase the value of the Property, add homes to increase the consumer base, increase the tax base, and will not be detrimental to the public health, safety, morals, or general welfare.

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

The Property is unsuitable for the present BC zoning classification. Since the Consent Decree established the zoning classification of BC in 2007, the Property has not developed, and will likely remain undeveloped with the BC zoning classification for a number of years. The current market for new commercial development is non-existent, while the residential market in the Chicago suburban areas is growing. The existing RM-3 Zoning classification for the 10-acre property to the east of the extension of King

Arthur Avenue would allow 20 dwelling units per acre or over 200 dwelling units on that 10-acre parcel alone. Petitioner is only seeking 167 units for the entire 30-acre property for a density of less than 5 dwelling units per acre. Consistent with the surrounding uses, Petitioner felt that the RM-2 Zoning classification with its lower density is more appropriate than the current RM-3 Zoning classification.

5. The length of time that the property has been vacant, as presently zoned, considered in the context of the land development in the area where the property is located.

As stated above, the Property has not developed since it was annexed in 1991 nor under the current zoning established pursuant to the Consent Decree entered by the Kane County Court in 2007. With the redevelopment of Charlestowne Mall and the effect that the climate and the pandemic has had on the retail and commercial markets, the likelihood of the Property developing as commercial is extremely slim. Further the Property is tucked back off of the main arterial street, making it unsuitable for commercial development. The overarching development in the area north of Charlestowne Mall has been single and multi-family residential.

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

The influx of new homebuyers into the suburban markets is clear evidence of the necessity for suburban single-family housing in the City as opposed to a higher density housing product. As a result of the pandemic and the ability of employees to work from home, the suburban housing market has seen a rapid influx of buyers. Charlestowne Lakes will attract new young professionals, young couples, and empty nesters to the City.

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

The City's Comprehensive Land Use Plan shows the property as Corridor/Regional Commercial west of King Edward Avenue, extended, and Multi-Family Residential east of King Edward Avenue, extended. The eastern townhome portion of Charlestowne Lakes is consistent with the Multi-Family Residential zoning designation, with a lower density. The residential portion of the Property on the west side of King Edward Avenue is not consistent with the Corridor/Regional Commercial designation on the Future Land Use Plan. This portion of the Property has been zoned Community Business District since the 2007 Consent Decree, but it has not developed under this zoning classification. In fact, commercial users in the area, including the Charlestowne Mall, are looking at redevelopment as the commercial climate has changed dramatically to more on-line commerce in recent years and more recently in light of the pandemic. While the proposed RM-2 zoning is not consistent with the Comprehensive Plan, it is much more consistent with the surrounding single family attached and detached homes in the area and more consistent with the trend of development in the area.

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

The proposed amendment does not correct an error or omission in the Zoning Map.

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

The Property is vacant so no nonconformities will be created as a result of the Map Amendment. Petitioner is seeking a Planned Unit Development to address any variances or deviations from the Zoning Code that may be required for the development of Charlestowne Lakes.

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

The trend of development in the area is Single-Family detached residential and Multi-Family residential uses. Very little commercial development on vacant land that is not on the major arterial roadways is occurring in the City. This parcel is tucked back off of Main Street, and it is not a prime location for commercial or retail development. Therefore, Petitioner feels that the proposed residential development that will support the commercial uses located on Main Street is the highest and best use of the Property.

EXHIBIT “C”

CRITERIA FOR PLANNED UNIT DEVELOPMENTS

- i. The proposed PUD advances one or more of the purposes of the Planned Unit Development procedure stated in Section 17.04.400.A:**
 - 1. To promote a creative approach to site improvements and building design that results in a distinctive, attractive development that has a strong sense of place, yet becomes an integral part of the community.**
 - 2. To create places oriented to the pedestrian that promote physical activity and social interaction, including but not limited to walkable neighborhoods, usable open space and recreational facilities for the enjoyment of all.**
 - 3. To encourage a harmonious mix of land uses and a variety of housing types and prices.**
 - 4. To preserve native vegetation, topographic and geological features, and environmentally sensitive areas.**
 - 5. To promote the economical development and efficient use of land, utilities, street improvements, drainage facilities, structures and other facilities.**
 - 6. To encourage redevelopment of sites containing obsolete or inappropriate buildings or uses.**
 - 7. To encourage a collaborative process among developers, neighboring property owners and residents, governmental bodies and the community.**

The proposed PUD advances the purposes of the Planned Unit Development procedure by promoting a creative approach to building design that results in an attractive development that will become an integral part of the community. The PUD will also create a pedestrian-oriented community with walkable neighborhoods, useable open space, and promote social interaction by providing interconnectivity with the Charlestowne Mall. The existing, environmentally-sensitive wetland on the Property will be preserved. D.R. Horton is promoting the economical development and efficient use of land with townhomes and villas, while providing the much-needed connection from Foxfield Drive to Smith Road via the extension of King Edward Avenue through the development as contemplated by the City and mandated in the Court Decree. While the PUD does not encourage redevelopment of property it does provide for the development of underperforming vacant parcels of land. D.R. Horton has collaborated with the City and has utilized many of the Planning Commission and City Council’s comments in finalizing its design of Charlestowne Lakes.

- ii. The proposed PUD and PUD Preliminary Plans conform to the requirements of the underlying zoning district or districts in which the PUD is located and to the applicable Design Review Standards contained in Chapter 17.06, except where:**
 - A. Conforming to the requirements would inhibit creative design that serves community goals, or**

- B. Conforming to the requirements would be impractical and the proposed PUD will provide benefits that outweigh those that would have been realized by conforming to the applicable requirements.**

Factors listed in Section 17.04.400.B shall be used to justify the relief from requirements:

- 1. The PUD will provide community amenities beyond those required by ordinance, such as recreational facilities, public plazas, gardens, public art, pedestrian and transit facilities.**
- 2. The PUD will preserve open space, natural beauty and critical environmental areas in excess of what is required by ordinance or other regulation.**
- 3. The PUD will provide superior landscaping, buffering or screening.**
- 4. The buildings within the PUD offer high quality architectural design.**
- 5. The PUD provides for energy efficient building and site design.**
- 6. The PUD provides for the use of innovative stormwater management techniques.**
- 7. The PUD provides accessible dwelling units in numbers or with features beyond what is required by the Americans with Disabilities Act (ADA) or other applicable codes.**
- 8. The PUD provides affordable dwelling units in conformance with, or in excess of, City policies and ordinances.**
- 9. The PUD preserves historic buildings, sites or neighborhoods.**

The proposed PUD shall comply with the RM-2 zoning district except as delineated in this Petition. There is a fairly large wetland on the Property that Developer is not going to disturb which definitely lessens the available space for housing on the Property. In addition, King Edward Avenue, as required by the Court in the Consent Decree, cuts a wide swath through the center of the Property which created the need for Petitioner to seek deviations under the PUD zoning. Conforming to the RM-2 Zoning Requirements would inhibit creative design and be impractical in some instances, given the unique geometries and conditions presented by the site. The proposed PUD will provide benefits that outweigh those that would have been realized by conforming to the RM-2 zoning district Requirements. Pursuant to Section 17.04.400B, Petitioner will preserve open space and the environmentally sensitive wetlands area on the Property, provide enhanced landscaping and buffering from adjacent commercial uses, provide the much-needed extension of King Edward Avenue connecting Foxfield Drive to Smith Road, and provide a visually appealing streetscape with strategically positioned buildings utilizing rear-loading garages along the extension of King Edward Avenue.

iii. The proposed PUD conforms with the standards applicable to Special uses (section 17.04.330.C.0):

- A. Public Convenience: The Special Use will serve the public convenience at the proposed location.**

The Petitioner is seeking a Special Use for a Planned Unit Development. The request is consistent with the original residential zoning of the Property at the time of annexation and is complementary to the surrounding uses which include residential, commercial, and recreational uses. Further the Consent Decree required that the property come in as a PUD. D.R. Horton's proposed PUD at this particular location is situated to provide desirable housing in the interest of the City and the general public and will contribute to the general welfare of the community. Notably, there has been an influx of suburban, single-family attached homebuyers, and a lack of housing stock to satisfy the recent demand. D.R. Horton believes that its proposed subdivision will be very successful at this location. D.R. Horton's proposed PUD will contribute to the general welfare of the neighborhood and community by providing diverse housing stock and additional residents to continue to support the City's tax base and the business community.

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

All public services, facilities, and utilities are adequate and available to service the site. Any new on-site facilities necessary will be provided as part of the development of the Property. As shown on the Preliminary PUD Plan submitted with this Petition, D.R. Horton will provide adequate utilities, access roads and drainage for its proposed development. King Edward Avenue will be extended through the Property to meet the stub street off of Smith Road. Adequate roadways will be provided throughout Charlestowne Lakes as depicted on the PUD Plan. City water and sanitary sewer will be extended through the Property, along with electricity, gas, phone, cable and other utilities. The stormwater management facilities will be located along the northern portion of the Property, providing open areas along Foxfield Drive. The stormwater management areas have been designed to operate efficiently with the topography of the Property and are optimized to provide sufficient stormwater storage for the Charlestowne Lakes Subdivision.

C. Effect on Nearby Property: That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.

The residential uses will be consistent with the residential uses to the north and will complement the commercial uses to the south by increasing the consumer base for the commercial uses. The PUD will not affect the OR zoned property to the east, nor the vacant land in DuPage County with residential zoning. The property to the west is stormwater detention facilities, so the PUD will have no effect on this property. The proposed PUD with Rowhomes and Villas will not be injurious to the use and enjoyment of the surrounding properties for the uses

permitted, nor will the PUD negatively diminish or impair property values in the area.

D. Effect on Development of Surrounding Property: That the establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

Most of the surrounding property is already developed, except for the property to the east, which is zoned residential in DuPage County. The proposed residential PUD will not impede the development of the vacant land to the east with residential uses in DuPage County. Conversely, D.R. Horton's development of the Property will enhance and improve the existing uses, value, and enjoyment of the surrounding properties by making use of an underperforming vacant parcel of land with a complementary residential use. D.R. Horton's proposed development is less intensive than the currently approved CB, Commercial, and RM-3, high density residential zoning for the Property. Because D.R. Horton's use will be less intensive than the previously approved commercial and high-density residential uses for the Property, D.R. Horton anticipates a lesser impact on traffic with its proposed lesser density residential uses than the traffic currently anticipated for the Property under its current zoning classifications. Further, the residential PUD proposed will aid in any redevelopment of the commercial properties on Main Street by increasing the consumer base.

E. Effect on General Welfare: That the establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort or general welfare.

The establishment, maintenance, and operation of the proposed residential PUD will not be detrimental to or endanger the public health, safety, comfort, or general welfare. Instead, the residential community will positively impact the Community. Since annexation thirty (30) years ago, the Property has not developed and has remained vacant and underperforming, contributing little to the City's economy. Today, the Property provides an excellent opportunity for a new residential community that will complement the nearby residential uses and commercial uses.

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

D.R. Horton's proposed PUD will conform to all regulations in the RM-2 zoning district except for any variations or deviations requested in more detail on Exhibit B attached to this Petition.

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

D.R. Horton's proposed PUD is complementary to the surrounding uses which include residential, commercial and recreational uses. The proposed PUD is to be located on vacant, underperforming land. D.R. Horton's proposed PUD at this particular location is situated to provide desirable and diverse housing in the interest of the public and will contribute to the general welfare of the community. Notably, there has been an influx of single family attached homebuyers to the suburban markets, and a lack of housing stock to satisfy the recent demand. D.R. Horton believes that its proposed subdivision will be very successful at this location. D.R. Horton's proposed PUD will contribute to the general welfare of the neighborhood and community by providing a diverse housing stock and additional homeowners to continue to support the City's tax base and the business community. The proximity to shopping, restaurants, and recreational uses makes this property ideal for residential uses and support for the nearby commercial and recreational uses. Therefore, the proposed PUD will be beneficial to the development, diversity, tax base and economic well-being of the City.

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

The stated purpose of the Comprehensive Plan is as follows:

The Comprehensive Plan serves as the City's official policy guide for physical improvement and development. At its most basic level, the Comprehensive Plan is intended to direct orderly growth and change as well as maintain and enhance the livability of the City. The Comprehensive Plan provides a vision for the future to describe an ideal St. Charles, based on community input and consensus, to ensure that quality of life remains high. In addition, plans and recommendations are provided for key focus areas, including West Gateway, East Gateway, Downtown, and Main Street.

The City's Comprehensive Land Use Plan shows the property as Corridor/Regional Commercial west of King Edward Avenue, extended, and Multi-Family Residential east of King Edward Avenue, extended. The eastern townhome portion of Charlestowne Lakes is consistent with the Multi-Family Residential zoning designation. The residential portion of the Property on the west side of King Edward Avenue is not consistent with the Corridor/Regional Commercial designation on the Future Land Use Plan. This portion of the Property has been zoned Community Business District since the 2007 Consent Decree, but it has not developed under this zoning classification. In fact, commercial users in the area, including the Charlestowne Mall, are looking at redevelopment as the commercial climate has changed dramatically to more on-line commerce in recent years and more recently in light of the pandemic. While the proposed RM-2 Zoning west of King Edward Avenue extended is not consistent with the Comprehensive Plan, it is much more consistent with the surrounding single family attached and detached homes in the area and more consistent with the trend of development in the area.

The proposed PUD will assist in the orderly growth of this area and enhance the livability of the City. The Property was annexed into the City in 1991 with a zoning

classification of R-2A PUD, Single Family Residence District, but was rezoned pursuant to a Consent Decree from Kane County Circuit Court case, City of St. Charles v. West Suburban Bank, Case Number in 07 ED 07 to BC Community Business District and RM-3 General Residence District, and since that time has remained vacant and underperforming. Since the Comprehensive Plan was approved by the City, there have been some major changes to the office, commercial, and retail markets, which changes were already entrenched before the pandemic. During the pandemic, the on-line shopping trend has continued and intensified, extending to encompass almost every commercial and retail market. This shift to on-line purchasing and work from home has had a major effect on the commercial and office market, making it unlikely that this parcel, tucked back off of Main Street, will develop with commercial or office uses. The proposed PUD will assist the City in meeting the challenge of changing conditions in the area and in the City. While the entire Property is not consistent with the Comprehensive Plan, it is definitely more consistent with the market and the trend of development in the area. The proximity to shopping, restaurants, institutional, and recreational uses makes this Property ideal for residential uses and support for nearby commercial uses.

EXHIBIT “D”

**PUD PRELIMINARY PLAN
(37 pages)**

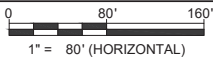
09-25-245-002
09-25-250-003
09-25-250-004
09-25-250-005
09-25-250-006

3110 WOODCREEK DRIVE
DOWNERS GROVE, IL 60515
P: 630.598.0007
WWW.CAGECIVIL.COM



BASIS OF BEARINGS

COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING GPS OBSERVATIONS



Parcel #	Area-SF	Area-AC
500	3073 SF	0.071 AC±
502	4050 SF	0.093 AC±
506	39457 SF	0.906 AC±
1011	1225 SF	0.028 AC±
1012	980 SF	0.022 AC±
1013	980 SF	0.022 AC±
1014	980 SF	0.022 AC±
1015	1225 SF	0.028 AC±
1021	1225 SF	0.028 AC±
1022	980 SF	0.022 AC±
1023	980 SF	0.022 AC±
1024	980 SF	0.022 AC±
1025	1225 SF	0.028 AC±
1031	1225 SF	0.028 AC±
1032	980 SF	0.022 AC±
1033	980 SF	0.022 AC±
1034	980 SF	0.022 AC±
1035	1225 SF	0.028 AC±
1041	1225 SF	0.028 AC±
1042	980 SF	0.022 AC±
1043	980 SF	0.022 AC±
1044	1225 SF	0.028 AC±
1051	1225 SF	0.028 AC±
1052	980 SF	0.022 AC±
1053	980 SF	0.022 AC±
1054	1225 SF	0.028 AC±
1061	1225 SF	0.028 AC±
1062	980 SF	0.022 AC±
1063	980 SF	0.022 AC±
1064	1225 SF	0.028 AC±

Parcel #	Area-SF	Area-AC
1071	1232 SF	0.028 AC±
1072	980 SF	0.022 AC±
1073	980 SF	0.022 AC±
1074	980 SF	0.022 AC±
1075	980 SF	0.022 AC±
1076	1218 SF	0.028 AC±
1081	1225 SF	0.028 AC±
1082	980 SF	0.022 AC±
1083	980 SF	0.022 AC±
1084	1225 SF	0.028 AC±
1091	1225 SF	0.028 AC±
1092	980 SF	0.022 AC±
1093	980 SF	0.022 AC±
1094	1225 SF	0.028 AC±
1101	1225 SF	0.028 AC±
1102	980 SF	0.022 AC±
1103	980 SF	0.022 AC±
1104	1225 SF	0.028 AC±
1111	1225 SF	0.028 AC±
1112	980 SF	0.022 AC±
1113	980 SF	0.022 AC±
1114	1225 SF	0.028 AC±
1121	1225 SF	0.028 AC±
1122	980 SF	0.022 AC±
1123	980 SF	0.022 AC±
1124	980 SF	0.022 AC±
1131	980 SF	0.022 AC±
1132	980 SF	0.022 AC±
1133	980 SF	0.022 AC±
1134	980 SF	0.022 AC±
1135	980 SF	0.022 AC±
1136	980 SF	0.022 AC±
1137	1218 SF	0.028 AC±
1141	1225 SF	0.028 AC±
1142	980 SF	0.022 AC±
1143	980 SF	0.022 AC±
1144	1225 SF	0.028 AC±
1151	1225 SF	0.028 AC±
1152	980 SF	0.022 AC±

PRELIMINARY PLAT OF SUBDIVISION OF CHARLESTOWNE LAKES SUBDIVISION

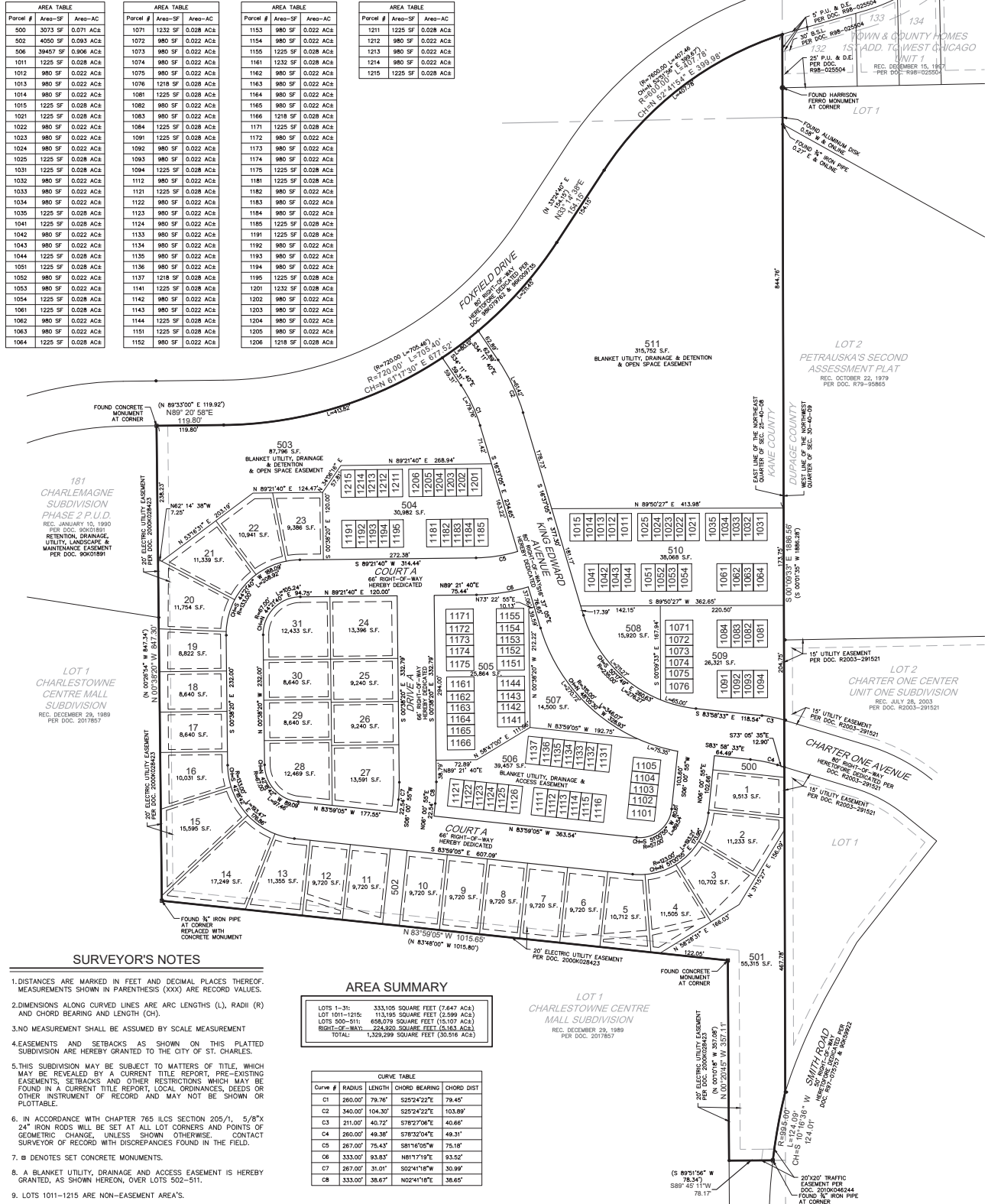
OF LOTS 1, 2, 3, 4 AND 5 OF THE PLAT OF RESUBDIVISION OF OLIVER-HOFFMAN CHARLESTOWNE RESUBDIVISION BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 OF THE OLIVER-HOFFMAN CHARLESTOWNE DEVELOPMENT A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 8 EAST, AND PART OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 20, 2010 AS DOCUMENT NO. 2010040244, IN KANE COUNTY, ILLINOIS.

CURRENT P.I.N.:

09-25-240-002
09-25-250-003
09-25-250-004
09-25-250-005
09-25-250-006

OWNER/CLIENT

D.R. HORTON, INC.-MIDWEST
750 E. BUNKER COURT, #200
VERNON HILLS, IL 60061



- ### SURVEYOR'S NOTES
- DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. MEASUREMENTS SHOWN IN PARENTHESES (XXX) ARE RECORD VALUES.
 - DIMENSIONS ALONG CURVED LINES ARE ARC LENGTHS (L), RADIUS (R) AND CHORD BEARINGS AND LENGTH (CH).
 - NO MEASUREMENT SHALL BE ASSUMED BY SCALE MEASUREMENT
 - EASEMENTS AND SETBACKS, AS SHOWN ON THIS PLATTED SUBDIVISION ARE HEREBY GRANTED TO THE CITY OF ST. CHARLES.
 - THIS SUBDIVISION MAY BE SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT. PRE-EXISTING EASEMENTS, SETBACKS AND OTHER RESTRICTIONS, WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENT OF RECORD AND MAY NOT BE SHOWN OR PLOTTABLE.
 - IN ACCORDANCE WITH CHAPTER 765 ILCS SECTION 205/1, 5/8"x 24" IRON RODS WILL BE SET AT ALL LOT CORNERS AND POINTS OF GEOMETRIC CHANGE, UNLESS SHOWN OTHERWISE. CONTACT SURVEYOR OF RECORD WITH DISCREPANCIES FOUND IN THE FIELD.
 - DENOTES SET CONCRETE MONUMENTS.
 - A BLANKET UTILITY, DRAINAGE AND ACCESS EASEMENT IS HEREBY GRANTED, AS SHOWN HEREON, OVER LOTS 502-511.
 - LOTS 1011-1215 ARE NON-EASEMENT AREAS.

AREA SUMMARY

LOTS 1-31	333,105 SQUARE FEET (7.647 AC±)
LOT 101-1215	113,195 SQUARE FEET (2.599 AC±)
LOTS 500-511	658,079 SQUARE FEET (15.107 AC±)
RIGHT-OF-WAY	224,500 SQUARE FEET (5.163 AC±)
TOTAL	1,329,279 SQUARE FEET (30.516 AC±)

CURVE TABLE

Curve #	RADIUS	LENGTH	CHORD BEARING	CHORD DIST
C1	260.00'	79.76'	S25°24'22"E	79.45'
C2	346.00'	104.30'	S25°24'22"E	103.89'
C3	211.00'	40.72'	S78°22'04"E	40.68'
C4	260.00'	49.38'	S78°32'04"E	49.31'
C5	267.00'	75.43'	S81°16'09"W	75.18'
C6	333.00'	93.83'	N81°17'19"E	93.52'
C7	267.00'	31.01'	S02°41'18"W	30.99'
C8	333.00'	38.67'	N02°41'18"E	38.65'



COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING GPS OBSERVATIONS

0 30' 60'

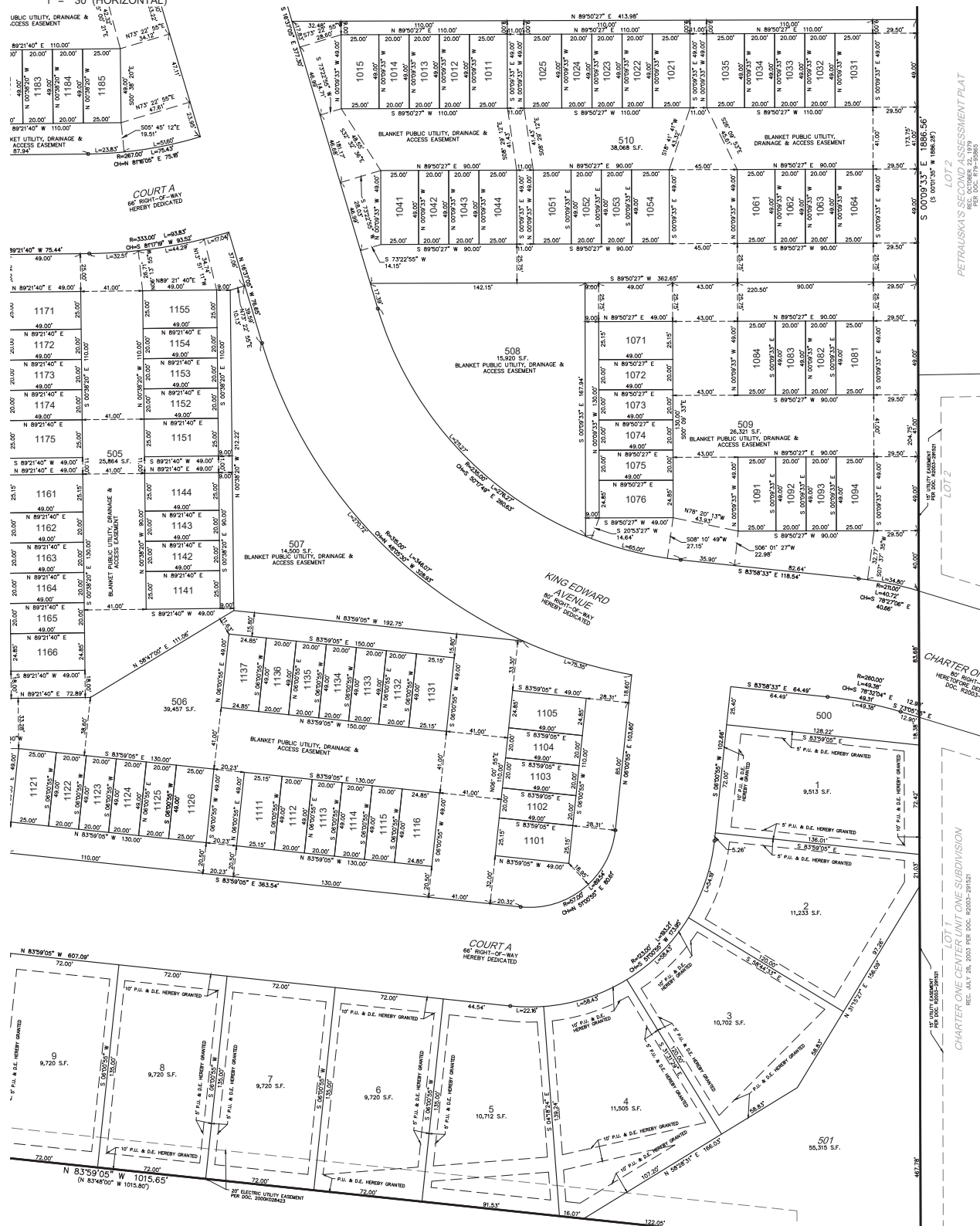
1" = 30' (HORIZONTAL)

PRELIMINARY PLAT OF SUBDIVISION
OF
CHARLESTOWNE LAKES SUBDIVISION

OF LOTS 1, 2, 3, 4 AND 5 OF THE PLAT OF RESUBDIVISION OF OLIVER-HOFFMAN CHARLESTOWN RESUBDIVISION BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 OF THE OLIVER-HOFFMAN CHARLESTOWN DEVELOPMENT A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 8 EAST, AND PART OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 20, 2010 AS DOCUMENT NO. 2010K046244, IN KANE COUNTY, ILLINOIS.

CURRENT P.I.N.:

09-25-245-002
09-25-250-003
09-25-250-004
09-25-250-005
09-25-250-006



LOT 2
PETRAUSKA'S SECOND ASSESSMENT PLAT
SEC. 20 TOWNSHIP 10 N. R. 10 W.

450

RECEIVED JULY 28 2003 PER DOC #2003-201521
 CHARTER ONE CENTER UNIT ONE SUBDIVISION
 LOT 1

3
9
5

PROJ NO: 200/233
 PM: SJP
 DATE: 09/24/21
 SCALE: 1" = 30'
 SHEET NUMBER

CHARLESTOWNE LAKES
ST. CHARLES, ILLINOIS
PRELIMINARY PLAT OF SUBDIVISION

REVISIONS 

DATE	DESCRIPTION
05/12/2022	PER CITY REQUEST
02/26/2022	PER CITY REQUEST

THIS IS A PUBLIC WORK. THESE PLANS ARE NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF THE ENGINEER OF RECORD.



3110 WOODCREEK DRIVE
DOWNERS GROVE, IL 60515
P: 630.598.0007
WWW.CAGECIVIL.COM

PRELIMINARY PLAT OF SUBDIVISION OF

CHARLESTOWNE LAKES SUBDIVISION

CURRENT P.I.N.:

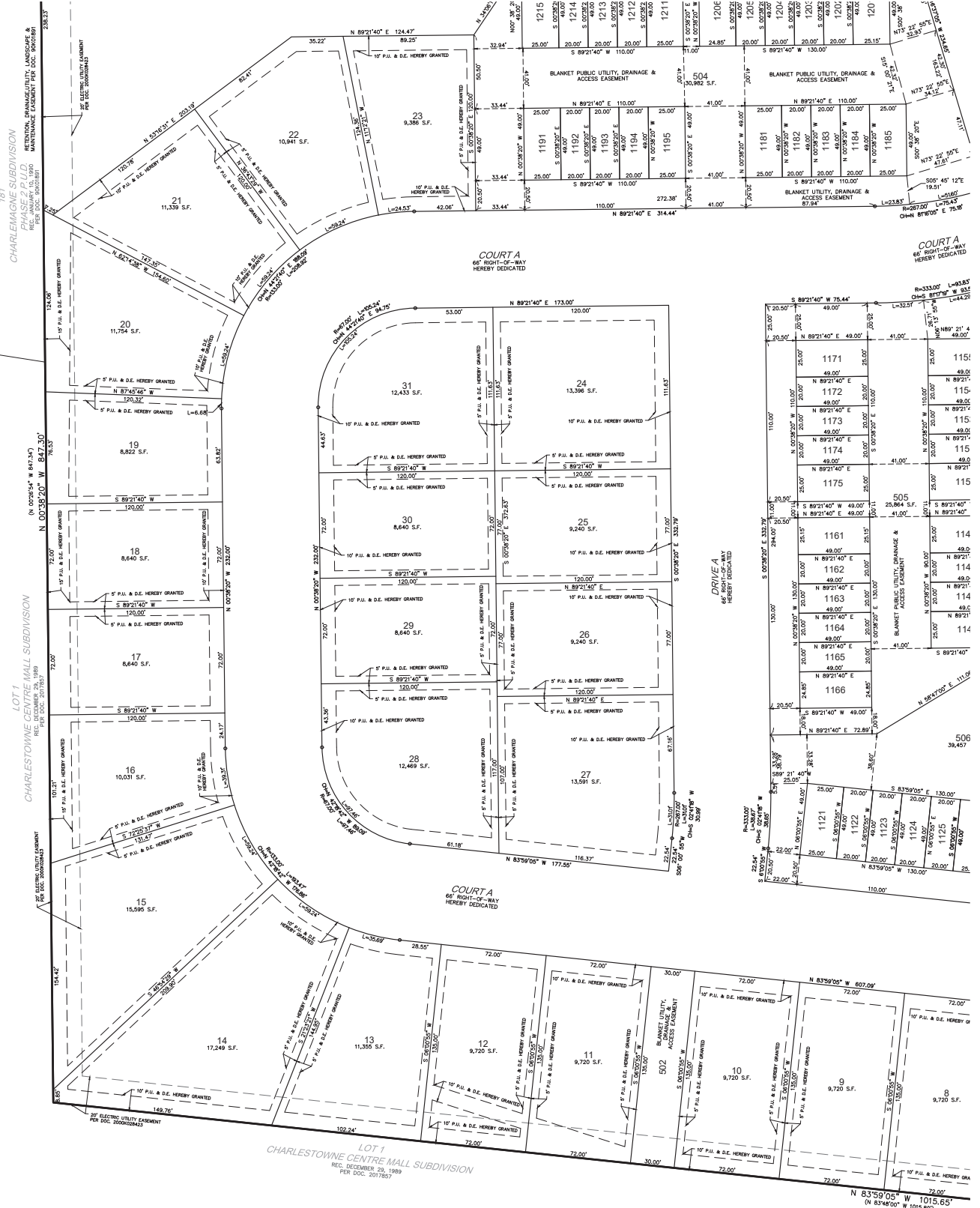
BASIS OF BEARINGS

COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING GPS OBSERVATIONS



0 30' 60'
1" = 30' (HORIZONTAL)

OF LOTS 1, 2, 3, 4 AND 5 OF THE PLAT OF RESUBDIVISION OF OLIVER-HOFFMAN CHARLESTOWNE RESUBDIVISION BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 OF THE OLIVER-HOFFMAN CHARLESTOWNE DEVELOPMENT A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 8 EAST, AND PART OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 20, 2010 AS DOCUMENT NO. 2010060244, IN KANE COUNTY, ILLINOIS



PRELIMINARY PLAT OF SUBDIVISION
OF

CHARLESTOWNE LAKES SUBDIVISION

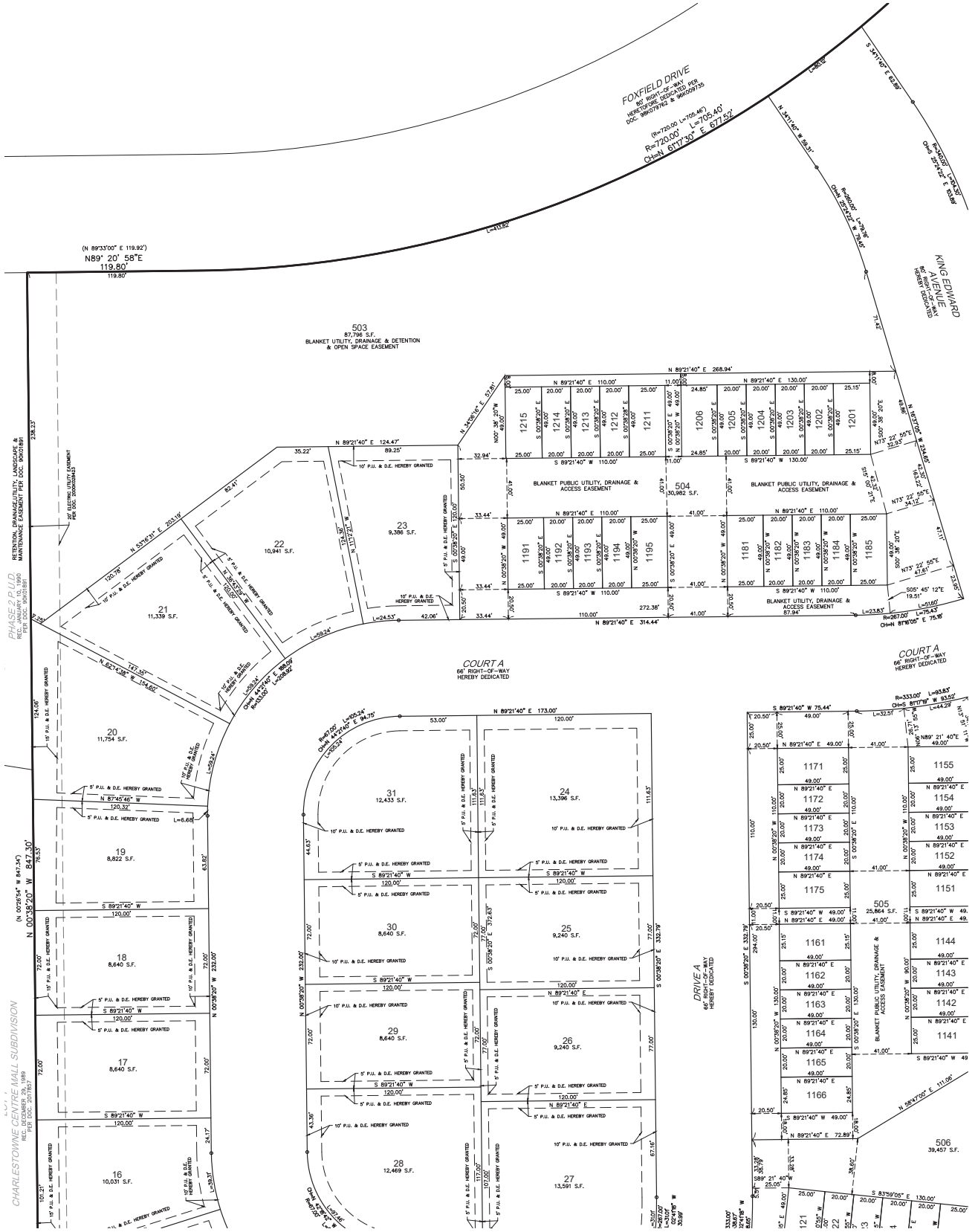
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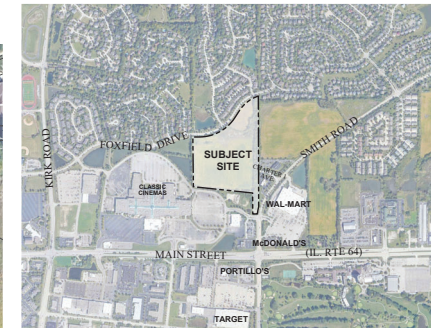
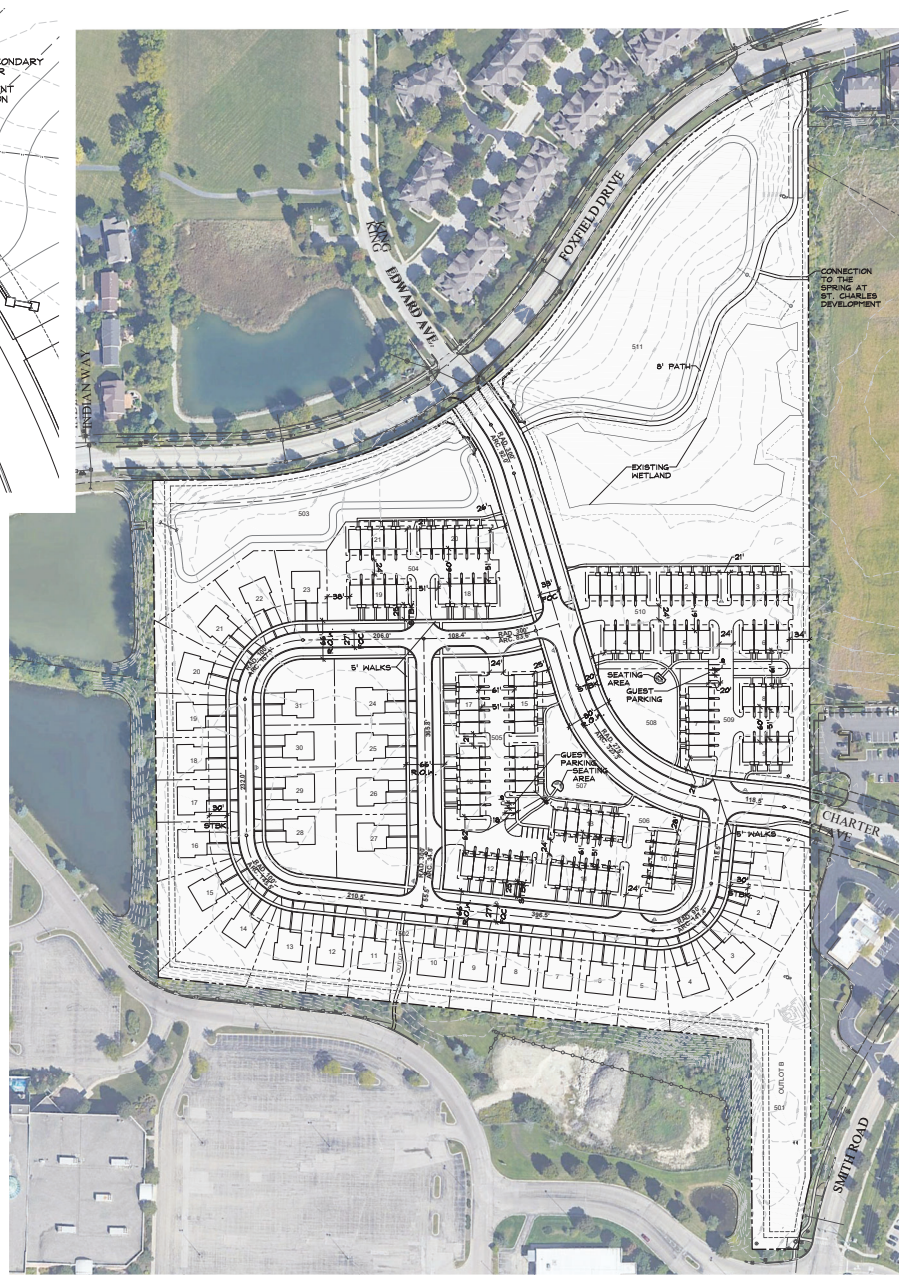
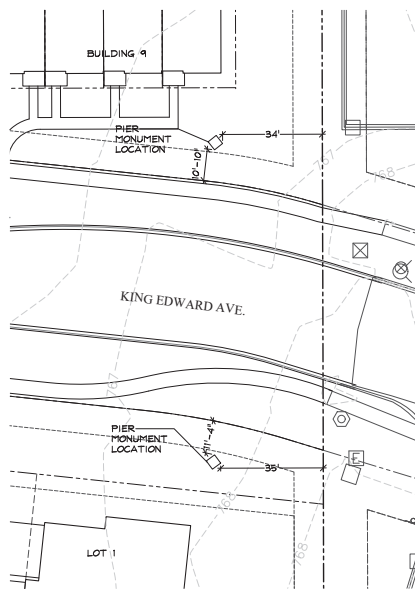
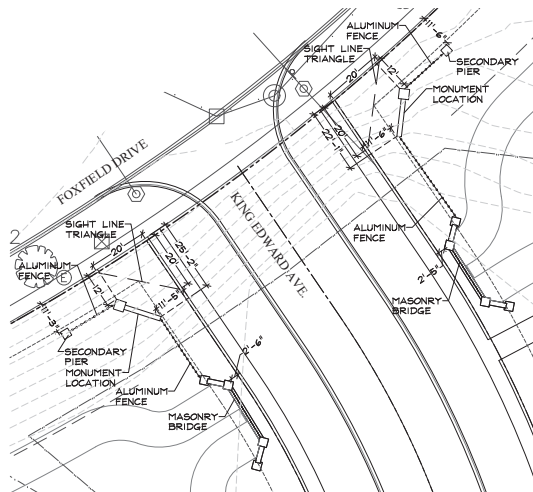
BASIS OF BEARINGS

COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE
PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO
GROUND VALUES, AS ESTABLISHED BY REAL-TIME KINEMATIC (RTK)
GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING GPS
OBSERVATIONS



OF LOTS 1, 2, 3, 4 AND 5 OF THE PLAT OF RESUBDIVISION OF OLIVER-HOFFMAN CHARLESTOWNE RESUBDIVISION BEING A
RESUBDIVISION OF LOTS 1, 2 AND 3 OF THE OLIVER-HOFFMAN CHARLESTOWNE DEVELOPMENT A SUBDIVISION OF THAT
PART OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 8 EAST, AND PART OF THE NORTHEAST 1/4
OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 20, 2010 AS
DOCUMENT NO. 2010040244, IN KANE COUNTY, ILLINOIS.





SITE DATA

LAND USE	UNITS	ACRES	PERCENT
TOWNHOMES	105	16.27	53.31%
TWO-FAMILY	62	9.08	29.75%
ROW	-	5.17	16.94%
TOTAL	167	30.52	100.00%

DENSITY: 167 DU/30.52 AC = 5.47 DU/AC

LANDSCAPE AREA: = 59174 S.F. (13.6 AC)
44.5% OF SITE

LOT COVERAGE	% OF SITE
SITE	21.78%
TOWNHOMES	25.03%
TWO-FAMILY	28.34%

PARKING	REQUIRED	PROVIDED
TOWNHOMES:	210 SPACES (2 PER UNIT)	435 SPACES (4.1 PER UNIT)
		210
		210
		15

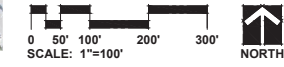
TWO-FAMILY:	REQUIRED	PROVIDED
	124 SPACES (2 PER UNIT)	248 SPACES (4 PER UNIT)
		124
		124

PROPOSED SETBACKS:

TOWNHOMES:	
MINIMUM FRONT TO ROW	= 25 FT.
MINIMUM SIDE TO ROW	= 20 FT.
MINIMUM SIDE TO PERIMETER	= 34 FT.
BUILDING TO BUILDING SEPARATIONS	
MINIMUM FRONT TO FRONT	= 60 FT.
MINIMUM FRONT TO SIDE	= 40 FT.
MINIMUM SIDE TO SIDE	= 20 FT.
MINIMUM SIDE TO REAR	= 20 FT.
MINIMUM REAR TO REAR	= 50 FT.
MINIMUM GARAGE TO GARAGE	= 60 FT.
TWO-FAMILY:	
MINIMUM FRONT YARD	= 30 FT.
MINIMUM REAR YARD	= 30 FT.
MINIMUM INTERIOR SIDE YARD	= 10 FT.
MINIMUM EXTERIOR SIDE YARD	= 20 FT.
MINIMUM EXTERIOR SIDE YARD	= 20 FT.
ABUTTING LOCAL STREET	= 20 FT.

- NOTES:
- EXISTING ZONING IS BC & RM-3 IN THE CITY OF ST. CHARLES.
 - PROPOSED ZONING IS RM-2 IN THE CITY OF ST. CHARLES.
 - INCLUDES LOTS 503-511
 - INCLUDES LOTS 1-31, 501 AND 502

SITE PLAN



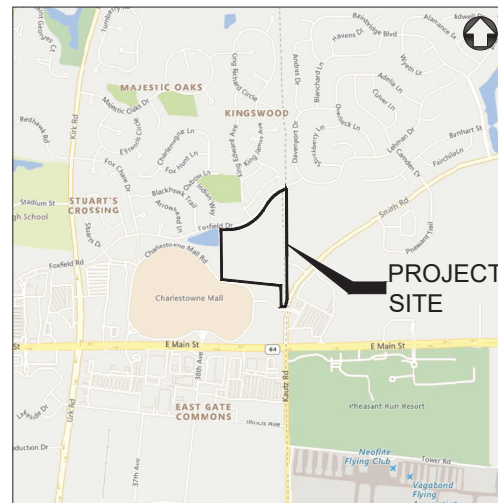
CHARLESTOWNE LAKES ST. CHARLES, ILLINOIS SITE PLAN

REV 3	5.13.2022
REV 2	3.24.2022
REV 1	2.23.2022

DATE	12.3.2021
PROJECT NO.	DR2061
DRAWN	TRC
CHECKED	MGH
SHEET NO.	

PRELIMINARY ENGINEERING FOR CHARLESTOWNE LAKES ST. CHARLES, ILLINOIS

LOCATION MAP



SECTION 24 & 25, TOWNSHIP 40N, RANGE 8E

INDEX OF SHEETS

- C0.0 - SITE LOCATION MAP & CIVIL LEGEND
- C1.0 - EXISTING CONDITIONS & DEMO PLAN
- C1.1 - EXISTING CONDITIONS & DEMO PLAN
- C1.2 - EXISTING CONDITIONS & DEMO PLAN
- C2.0 - OVERALL SITE LAYOUT PLAN
- C2.1 - DETAILED SITE LAYOUT PLAN
- C2.2 - DETAILED SITE LAYOUT PLAN
- C2.3 - DETAILED SITE LAYOUT PLAN
- C3.0 - OVERALL GRADING PLAN
- C3.1 - DETAILED GRADING PLAN
- C3.2 - DETAILED GRADING PLAN
- C3.3 - DETAILED GRADING PLAN
- C4.0 - OVERALL UTILITY PLAN
- C4.1 - DETAILED UTILITY PLAN
- C4.2 - DETAILED UTILITY PLAN
- C4.3 - DETAILED UTILITY PLAN

OWNER/DEVELOPER
D.R. HORTON, INC. - MIDWEST
750 BUNKER CT, SUITE 100
VERNON HILLS, IL 60061
PHONE: 224.358.5127
BRUCE MELLEN

ENGINEER
CAGE ENGINEERING
3110 WOODCREEK DR.
DOWNERS GROVE, IL 60515
PHONE: 630.598.0007
FREDERICK THAETE

SURVEYOR
CAGE ENGINEERING
3110 WOODCREEK DR.
DOWNERS GROVE, IL 60515
PHONE: 630.598.0007
SAM PHILLIPPE

EXISTING LEGEND		PROPOSED LEGEND	
	EXISTING TREE		CURB & GUTTER
	CURB & GUTTER		REVERSE PITCH CURB & GUTTER
	EXISTING BUILDING		DEPRESSED CURB & GUTTER
	PCC SIDEWALK		PROPOSED BUILDING
	GAS SERVICE		PCC SIDEWALK
	ELECTRIC SERVICE		STANDARD DUTY PAVEMENT
	STORM SEWER		HEAVY DUTY PAVEMENT
	SANITARY SEWER		GAS SERVICE
	WATER MAIN		ELECTRIC SERVICE
	CABLE LINE		STORM SEWER
	OVERHEAD UTILITY LINE		SANITARY SEWER
	COMMUNICATION LINE		WATER MAIN
	FIBER OPTIC LINE		FENCE
	FENCE		STORM STRUCTURE
	STORM STRUCTURE		DOWNSPOUT CONNECTION
	SANITARY MANHOLE		SANITARY MANHOLE
	CLEANOUT		CLEANOUT
	WATER METER		WATER METER
	VALVE VAULT		VALVE VAULT
	VALVE BOX		VALVE BOX
	HYDRANT		HYDRANT
	GAS METER		GAS METER
	ELECTRIC METER		ELECTRIC METER
	PARKING LOT LIGHT		PARKING LOT LIGHT
	UTILITY POLE		UTILITY POLE
	GUY WIRE		GUY WIRE
	TRANSFORMER		TRANSFORMER
	FIBER OPTIC BOX		FIBER OPTIC BOX
	FIBER OPTIC PEDESTAL		FIBER OPTIC PEDESTAL
	CABLE PEDESTAL		CABLE PEDESTAL
	PHONE PEDESTAL		PHONE PEDESTAL
	ELECTRIC PEDESTAL		ELECTRIC PEDESTAL
	MAJOR CONTOUR		MAJOR CONTOUR
	MINOR CONTOUR		MINOR CONTOUR

3110 WOODCREEK DRIVE
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WWW.CAGECIVIL.COM



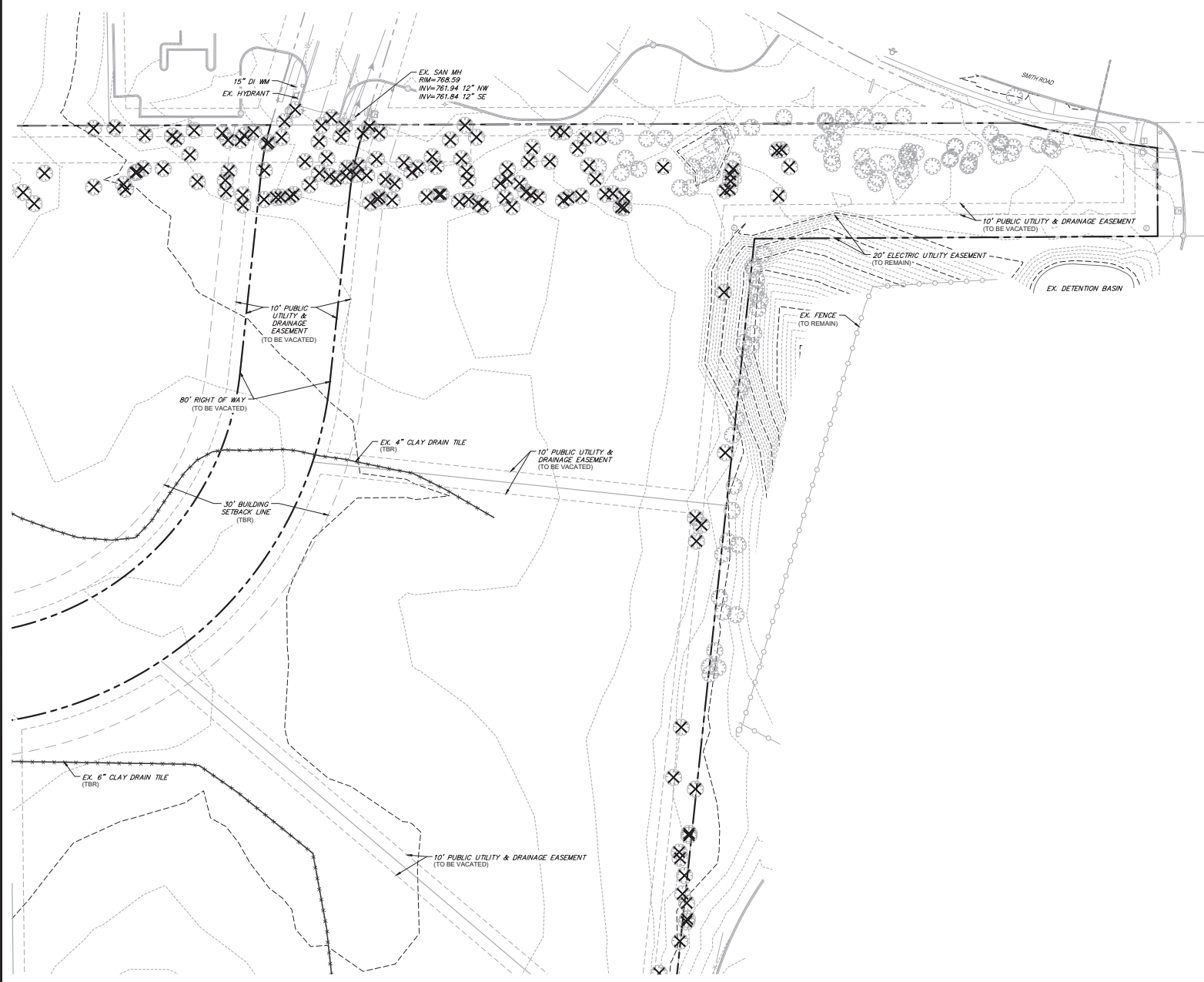
REVISIONS	
NO.	DESCRIPTION
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2	REVISION 2
3	REVISION 3
4	REVISION 4
5	REVISION 5

PRELIMINARY ENGINEERING
CHARLESTOWNE LAKES
NE OF CHARLESTONE MALL & SOUTH OF FOXFIELD DR
ST. CHARLES, ILLINOIS

PROJ NO: 200233
ENG: BPH
DATE: 10/21/21
SHEET TITLE
SITE LOCATION MAP & CIVIL LEGEND

SHEET NUMBER
C0.0
1 OF 18





DEMOLITION LEGEND

- SAWCUT PAVEMENT - FULL DEPTH
- CURB & GUTTER REMOVAL
- UTILITY REMOVAL
- TREE/BUSH REMOVAL
- UTILITY STRUCTURE REMOVAL (TBR)
- TO BE REMOVED

SITE BENCHMARKS

REFERENCE BENCHMARK: CITY OF ST. CHARLES STATION STC 18 ALUMINUM DISK STAMPED "STC 18 2008" LOCATED SOUTH OF THE INTERSECTION OF NORTH AVENUE AND 38TH AVENUE, APPROXIMATELY 200 FEET SOUTH OF THE INTERSECTION, IN THE EAST RIGHT OF WAY. ELEVATION: 782.35 DATUM: NAVD88-GEOD 12B

SITE BENCHMARK 1: ARROW BOLT OF FIRST HYDRANT EAST OF THE INTERSECTION OF INDIAN DRIVE AND FOXFIELD DRIVE, LOCATED IN THE NORTH ROW OF FOXFIELD DRIVE. ELEVATION: 774.95 DATUM: NAVD88-GEOD 12B

SITE BENCHMARK 2: ARROW BOLT ON FIRE HYDRANT LOCATED AT THE NORTHWEST CORNER OF KING EDWARD DRIVE AND FOXFIELD DRIVE. ELEVATION: 772.46 DATUM: NAVD88-GEOD 12B

SITE BENCHMARK 3: ARROW BOLT OF FIRST HYDRANT EAST OF THE INTERSECTION OF KING EDWARD DRIVE AND FOXFIELD DRIVE, LOCATED IN THE NORTH ROW OF FOXFIELD DRIVE. ELEVATION: 771.25

SITE BENCHMARK 4: ARROW BOLT ON FIRE HYDRANT LOCATED AT THE NORTHEAST CORNER OF KING HENRY DRIVE AND FOXFIELD DRIVE. ELEVATION: 770.15 DATUM: NAVD88-GEOD 12B

KEYMAP

PROJ. NO. 200233

ENG. BPH

DATE 10/21/21

SHEET TITLE

EXISTING CONDITIONS & DEMO PLAN

SHEET NUMBER

C1.1

3 OF 16

PRELIMINARY ENGINEERING

CHARLESTOWNE LAKES

NE OF CHARLESTONE MALL & SOUTH OF FOXFIELD DR

ST. CHARLES, ILLINOIS

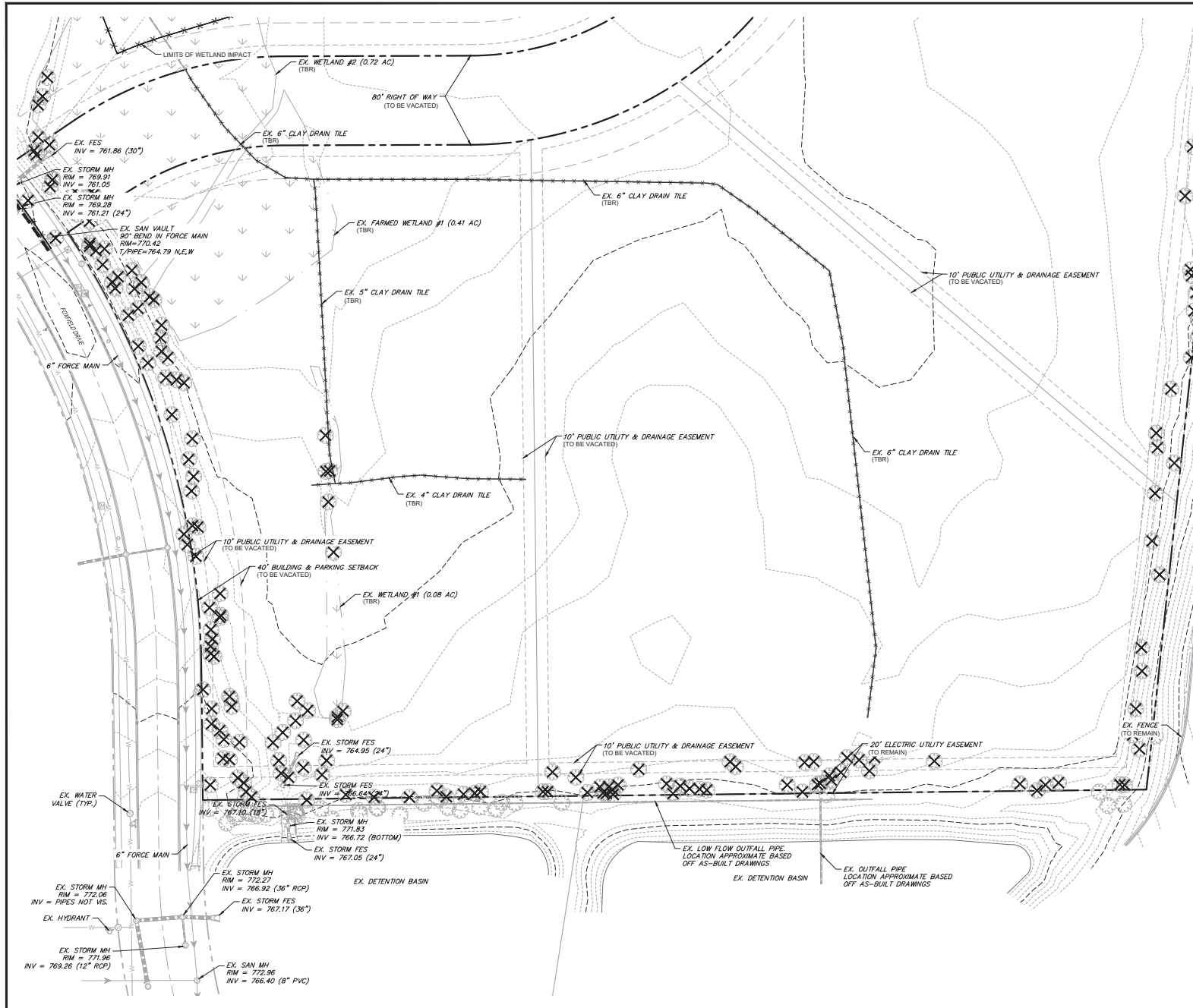
5110 WOODCREEK DRIVE
DOWNERS GROVE, IL 60515
P. 630.591.0007
WWW.CAGECIVIL.COM

CAGE
CIVIL ENGINEERING

LEICED PROFESSIONAL ENGINEER
BRADLEY P. BOHANE
062-072247
OF ILLINOIS

REVISIONS

NO.	DATE	DESCRIPTION
1	10/21/21	ISSUED FOR PERMIT
2	10/21/21	ISSUED FOR PERMIT
3	10/21/21	ISSUED FOR PERMIT
4	10/21/21	ISSUED FOR PERMIT



DEMOLITION LEGEND

- SAWCUT PAVEMENT- FULL DEPTH
- CURB & GUTTER REMOVAL
- UTILITY REMOVAL
- TREE/BUSH REMOVAL
- UTILITY STRUCTURE REMOVAL TO BE REMOVED
- TO BE REMOVED

SITE BENCHMARKS

REFERENCE BENCHMARK: CITY OF ST. CHARLES STATION STC 18 ALUMINUM DISK STAMPED "STC 18 2008" LOCATED SOUTH OF THE INTERSECTION OF NORTH AVENUE AND 38TH AVENUE, APPROXIMATELY 200 FEET SOUTH OF THE INTERSECTION, IN THE EAST RIGHT OF WAY. ELEVATION: 782.35 DATUM: NAVD88-GEOD 12B

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SITE BENCHMARK 2: ARROW BOLT ON FIRE HYDRANT LOCATED AT THE NORTHWEST CORNER OF KING EDWARD DRIVE AND FOXFIELD DRIVE. ELEVATION: 772.46 DATUM: NAVD88-GEOD 12B

SITE BENCHMARK 3: ARROW BOLT OF FIRST HYDRANT EAST OF THE INTERSECTION OF KING EDWARD DRIVE AND FOXFIELD DRIVE, LOCATED IN THE NORTH ROW OF FOXFIELD DRIVE. ELEVATION: 771.25

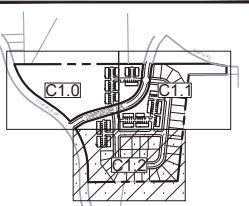
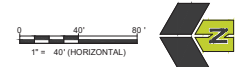
SITE BENCHMARK 4: ARROW BOLT ON FIRE HYDRANT LOCATED AT THE NORTHEAST CORNER OF KING HENRY DRIVE AND FOXFIELD DRIVE. ELEVATION: 770.15 DATUM: NAVD88-GEOD 12B

5110 WOODBREEK DRIVE
DOWNERS GROVE, IL 60515
P. 630.918.0007
WWW.CAGECIVIL.COM



REVISIONS

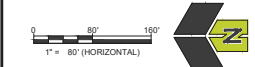
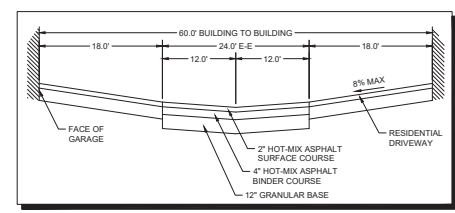
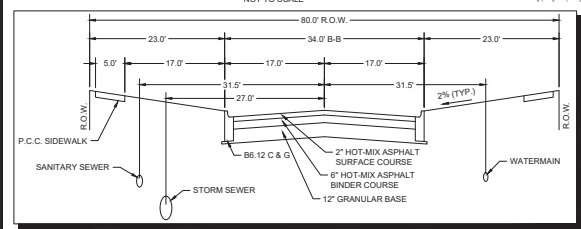
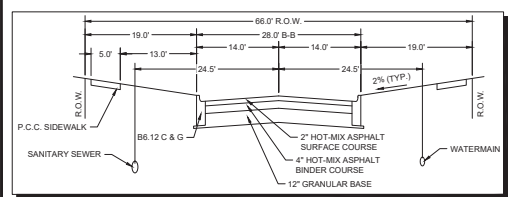
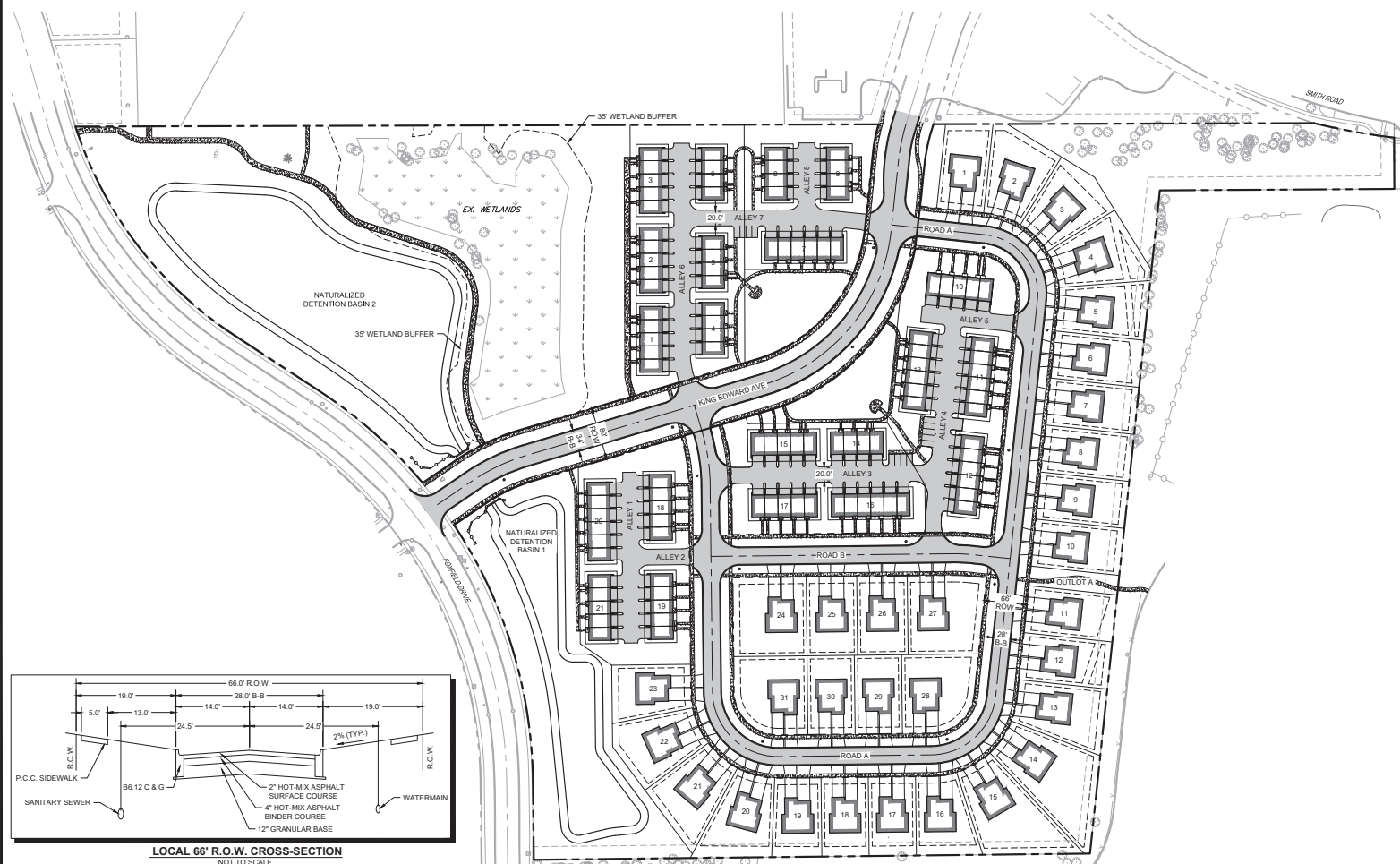
NO.	DATE	DESCRIPTION
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2	10/21/21	ISSUED FOR CONSTRUCTION
3	10/21/21	ISSUED FOR CONSTRUCTION



PRELIMINARY ENGINEERING
CHARLESTOWNE LAKES
LINE OF CHARLESTOWNE MALL & SOUTH OF FOXFIELD DR
ST. CHARLES, ILLINOIS

PROJ. NO. 200233
ENG. BPH
DATE 10/21/21
SHEET TITLE
EXISTING CONDITIONS & DEMO PLAN

SHEET NUMBER
C1.2
4 OF 16



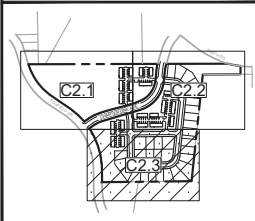
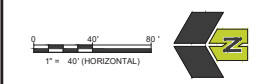
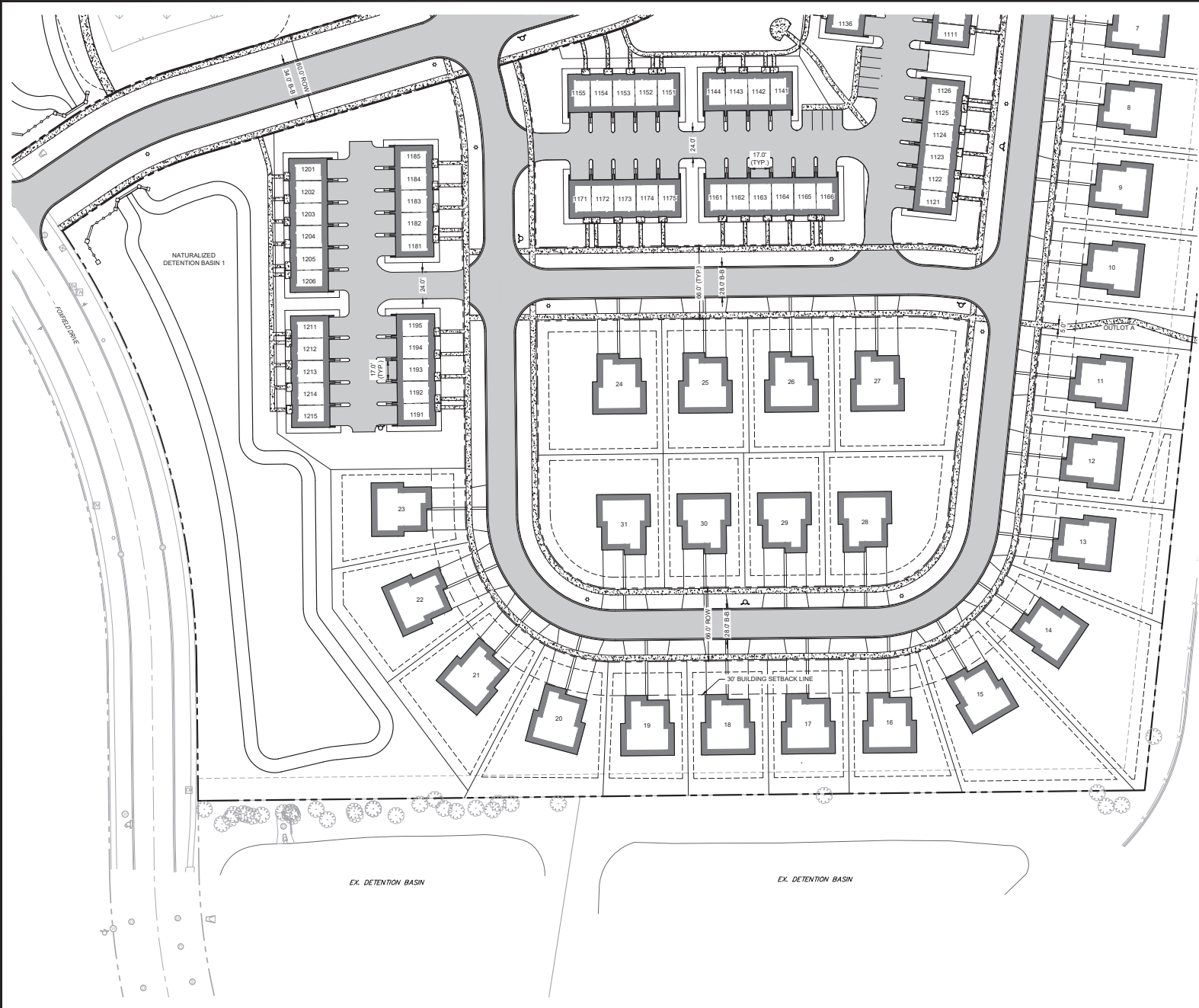
3110 WOODBURN DRIVE
DOWNERS GROVE, IL 60515
P. 630.598.0007
WWW.CAGECIVIL.COM



REVISIONS	
1	06/10/2023 PRELIMINARY DESIGN
2	08/14/2023 FINAL DESIGN
3	08/14/2023 FINAL DESIGN

PRELIMINARY ENGINEERING
CHARLESTOWNE LAKES
NE OF CHARLESTONE MALL & SOUTH OF FOXFIELD DR
ST. CHARLES, ILLINOIS

PROJ. NO. 200233
ENG. BPH
DATE 10/2/21
SHEET TITLE
OVERALL SITE LAYOUT PLAN
SHEET NUMBER
C2.0
5 OF 18



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DOWNERS GROVE, IL 60515
P. 630.598.0007
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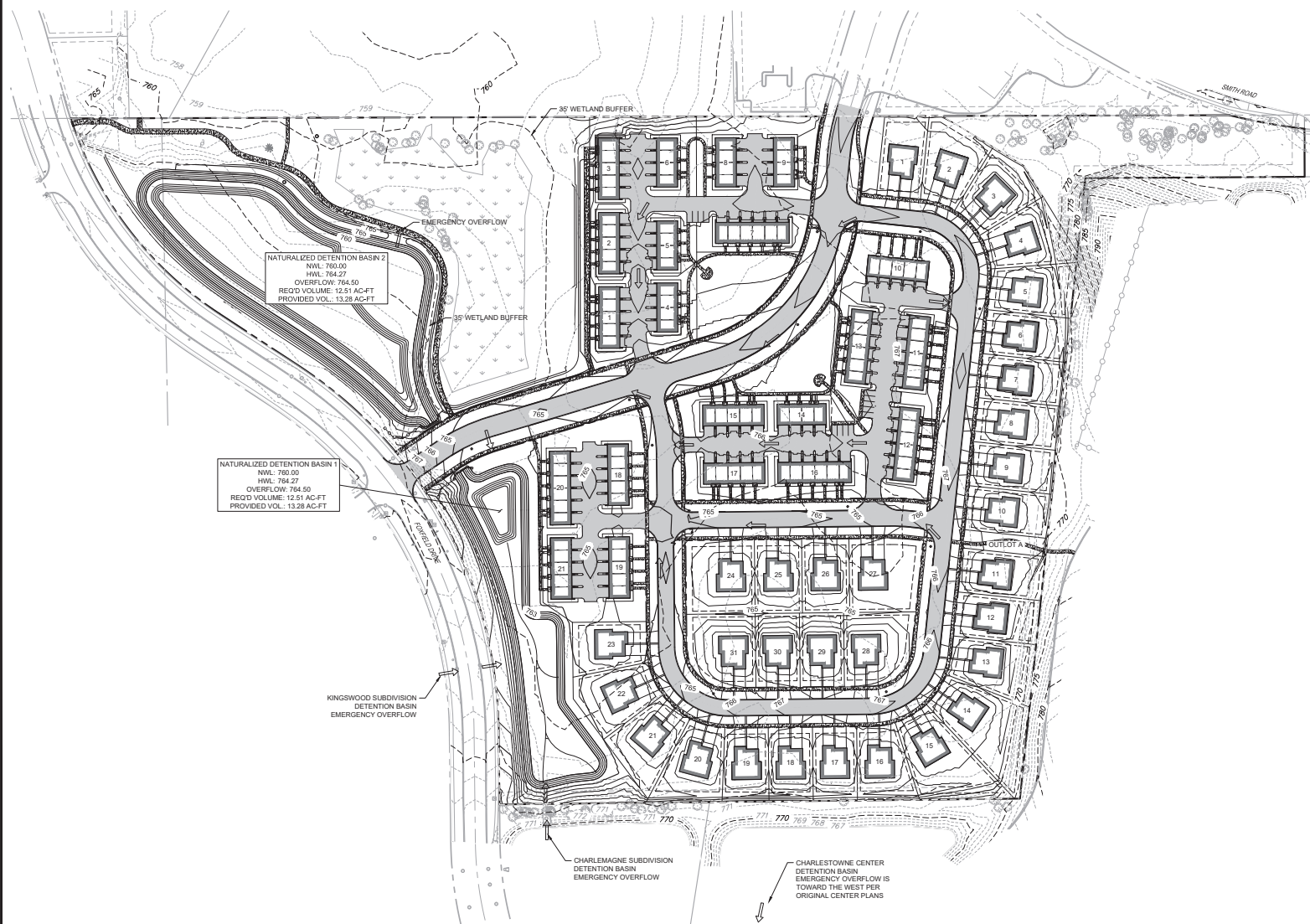


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PRELIMINARY ENGINEERING
CHARLESTOWNE LAKES
NE OF CHARLESTONE MALL & SOUTH OF FOXFIELD DR
ST. CHARLES, ILLINOIS

PROJ. NO. 200233
ENG. BPH
DATE 10/2/23
SHEET TITLE
DETAILED SITE LAYOUT PLAN

SHEET NUMBER
C2.3
8 OF 18



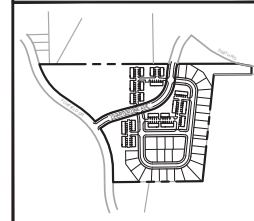
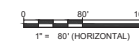
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 HWL: 764.27
 OVERFLOW: 764.50
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 PROVIDED VOL.: 13.28 AC-FT

NATURALIZED DETENTION BASIN 1
 NWL: 760.00
 HWL: 764.27
 OVERFLOW: 764.50
 REQ'D VOLUME: 12.51 AC-FT
 PROVIDED VOL.: 13.28 AC-FT

KINGSWOOD SUBDIVISION
 DETENTION BASIN
 EMERGENCY OVERFLOW

CHARLEMAGNE SUBDIVISION
 DETENTION BASIN
 EMERGENCY OVERFLOW

CHARLESTOWNE CENTER
 DETENTION BASIN
 EMERGENCY OVERFLOW IS
 TOWARD THE WEST PER
 ORIGINAL CENTER PLANS



3110 WOODBREEK DRIVE
 DOWNERS GROVE, IL 60515
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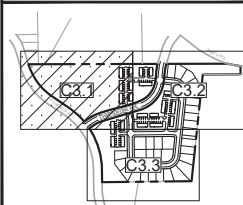
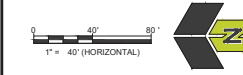
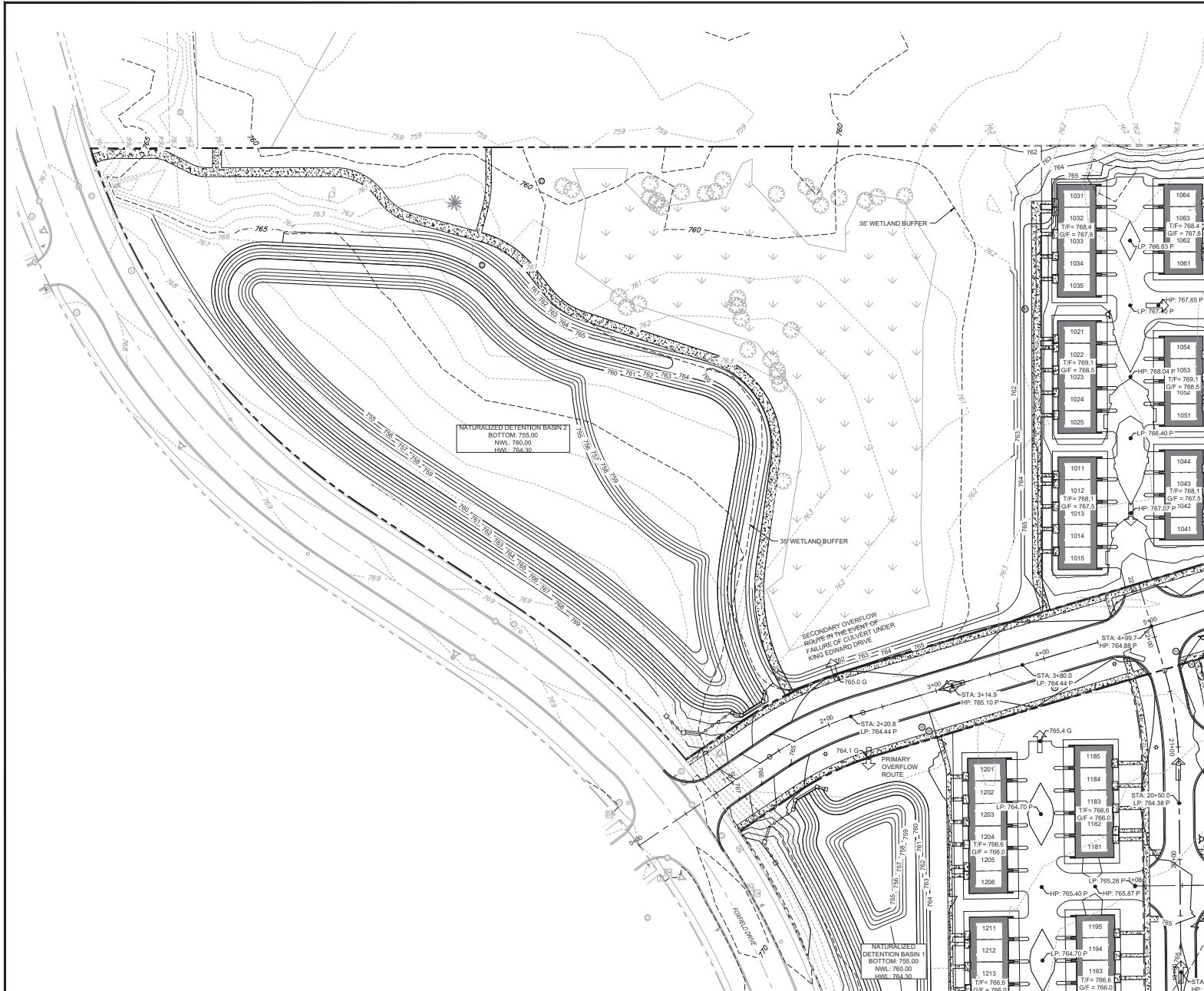
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PRELIMINARY ENGINEERING
CHARLESTOWNE LAKES
 NE OF CHARLESTONE MALL & SOUTH OF FOXFIELD DR
 ST. CHARLES, ILLINOIS

PROJ NO: 200233
 ENG: BPH
 DATE: 10/21/21

SHEET TITLE
OVERALL GRADING PLAN

SHEET NUMBER
C3.0
 9 OF 18



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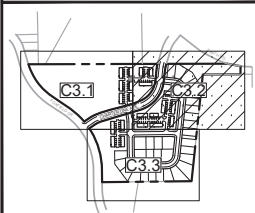
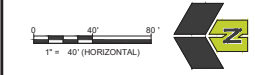
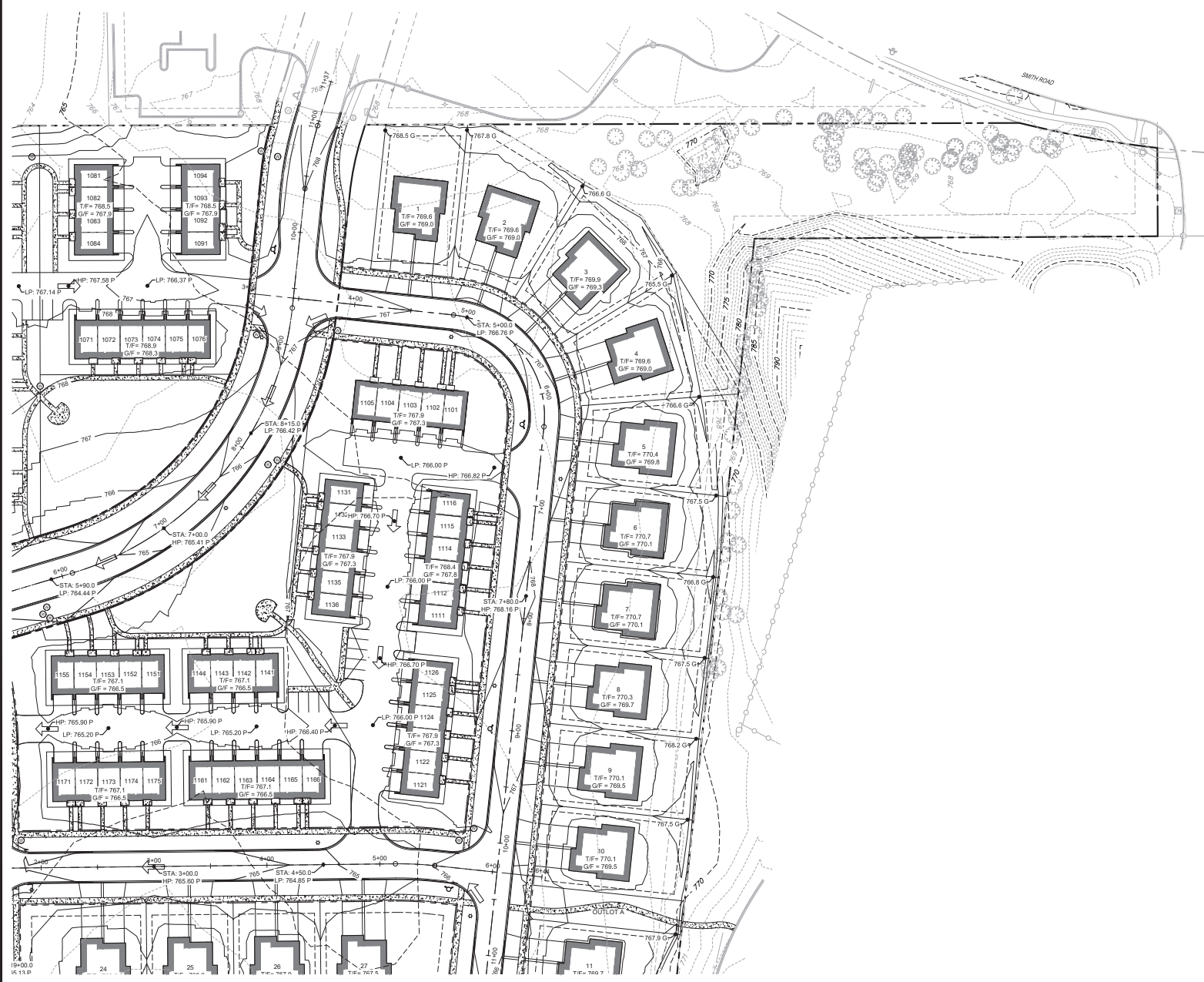
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PRELIMINARY ENGINEERING
CHARLESTOWNE LAKES
NE OF CHARLESTONE MALL & SOUTH OF FOXFIELD DR
ST. CHARLES, ILLINOIS

PROJ. NO. 200233
ENG. BPH
DATE 10/21/21

SHEET TITLE
DETAILED GRADING PLAN

SHEET NUMBER
C3.1
10 OF 16



3110 WOODCREEK DRIVE
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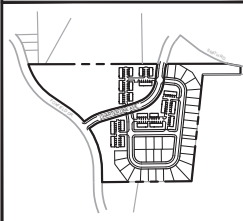
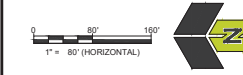
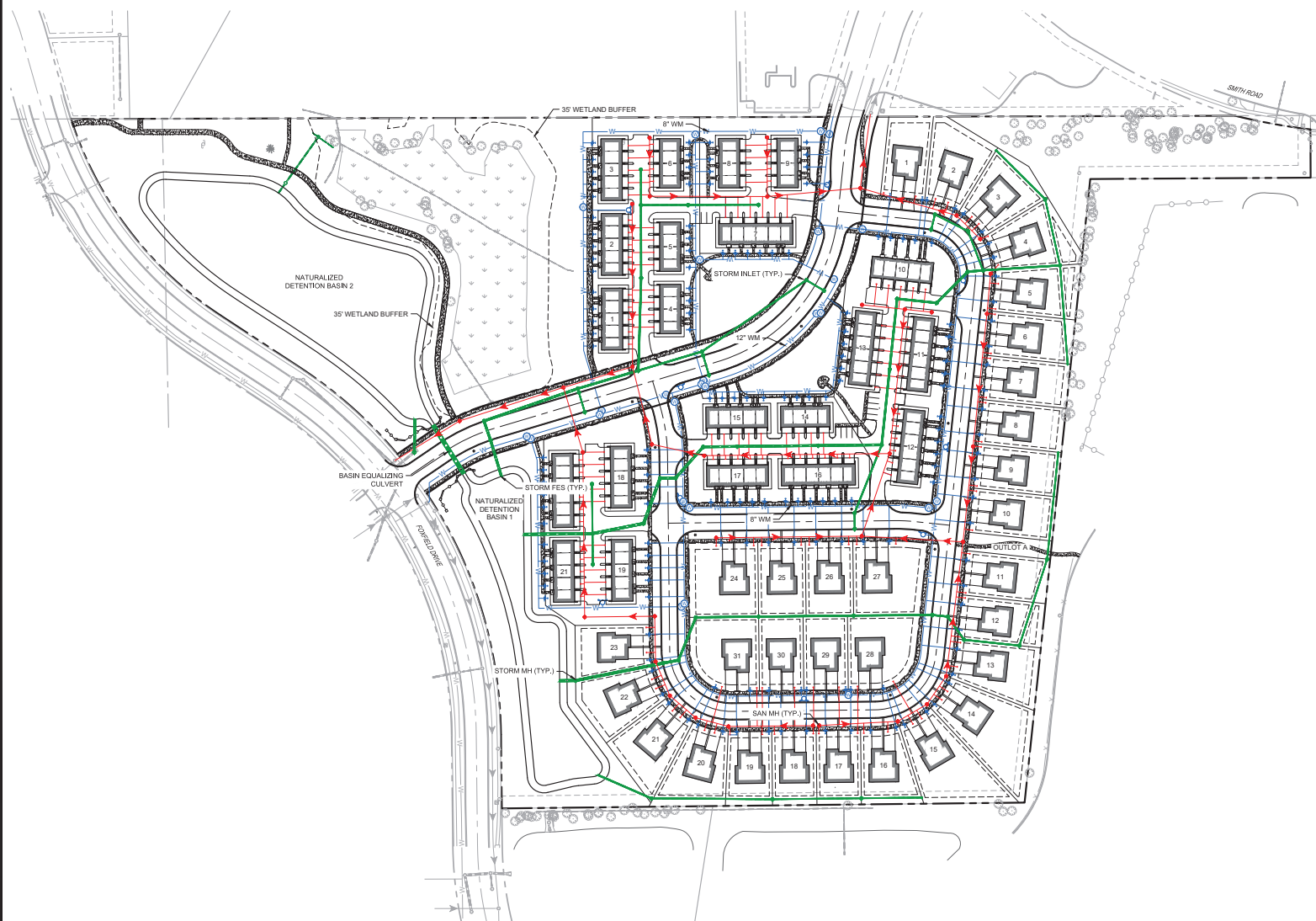
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PRELIMINARY ENGINEERING
CHARLESTOWNE LAKES
NE OF CHARLESTONE MALL & SOUTH OF FOXFIELD DR
ST. CHARLES, ILLINOIS

PROJ. NO. 200233
ENG. BPH
DATE 10/21/21

SHEET TITLE
DETAILED GRADING PLAN

SHEET NUMBER
C3.2
11 OF 16



5110 WOODBREEK DRIVE
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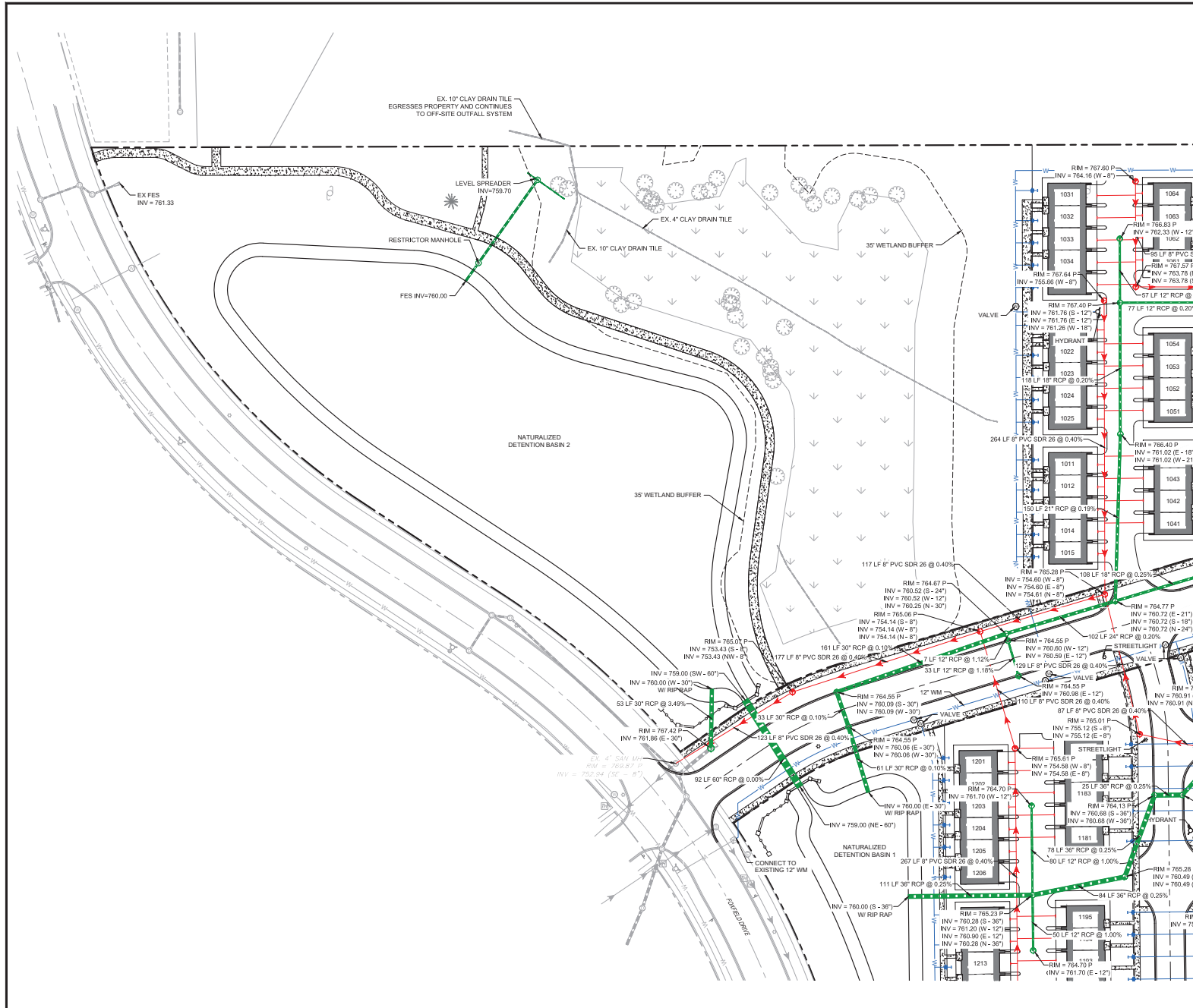


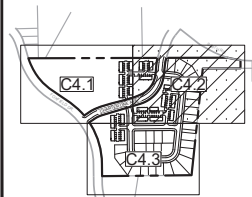
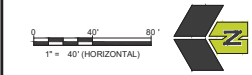
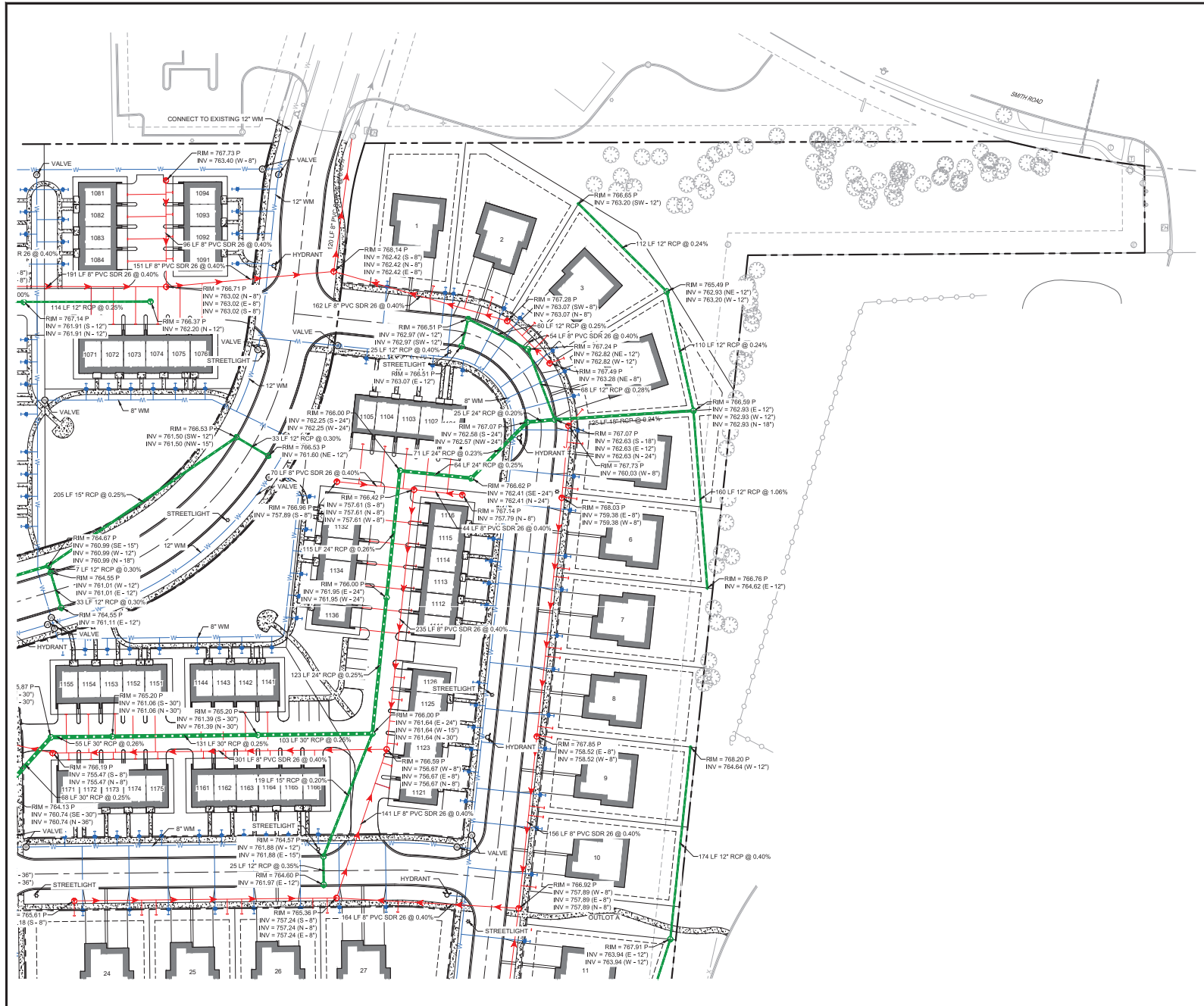
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NO.	DESCRIPTION
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5	10/2/2021

PRELIMINARY ENGINEERING
CHARLESTOWNE LAKES
NE OF CHARLESTONE MALL & SOUTH OF FOXFIELD DR
ST. CHARLES, ILLINOIS

PROJ. NO. 200233
ENG. BPH
DATE 10/21/21
SHEET TITLE
OVERALL UTILITY PLAN

SHEET NUMBER
C4.0
13 OF 18





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DOWNERS GROVE, IL 60515
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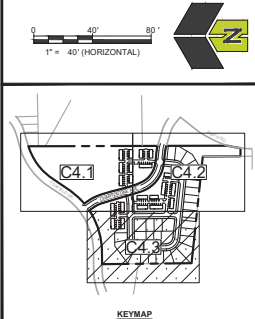
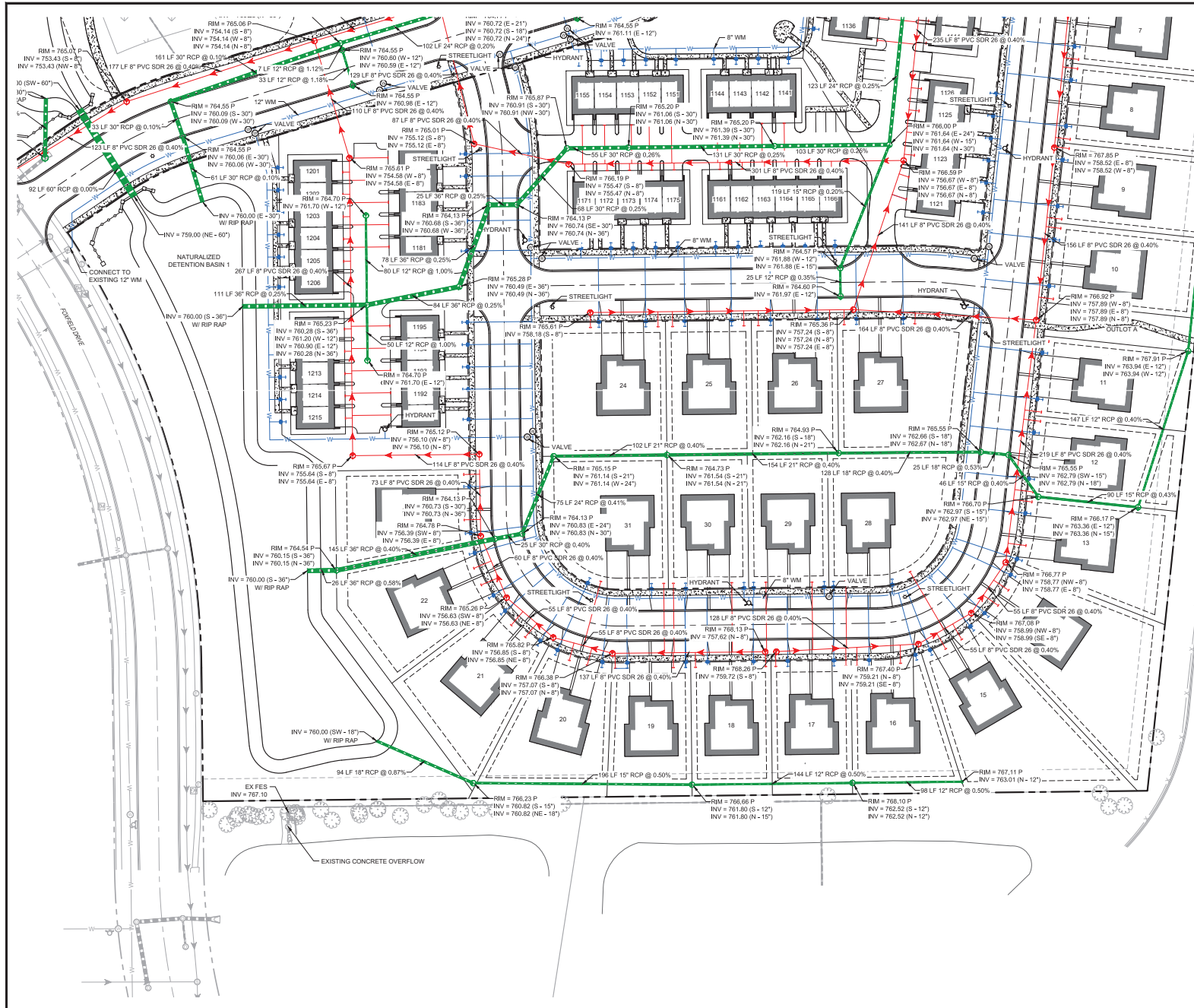
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PRELIMINARY ENGINEERING
CHARLESTOWNE LAKES
NE OF CHARLESTONE MALL & SOUTH OF FOXFIELD DR
ST. CHARLES, ILLINOIS

PROJ. NO. 200233
ENG. BPH
DATE 10/21/21

SHEET TITLE
DETAILED UTILITY PLAN

SHEET NUMBER
C4.2
15 OF 16



3110 WOODBREEK DRIVE
DOWNERS GROVE, IL 60515
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CAGE
CIVIL ENGINEERING

LEADERED PROFESSIONAL ENGINEER
BRADLEY P. WORME
062-072247
STATE OF ILLINOIS

REVISIONS

PRELIMINARY ENGINEERING
CHARLESTOWNE LAKES
NE OF CHARLESTONE MALL & SOUTH OF FOXFIELD DR
ST. CHARLES, ILLINOIS

PROJ. NO. 200293
ENG. BPH
DATE 10/2/21
SHEET TITLE
DETAILED UTILITY PLAN
SHEET NUMBER
C4.3
16 OF 16

Preliminary Landscape Plan Set
CHARLESTOWNE LAKES
St. Charles, Illinois
May 13, 2022

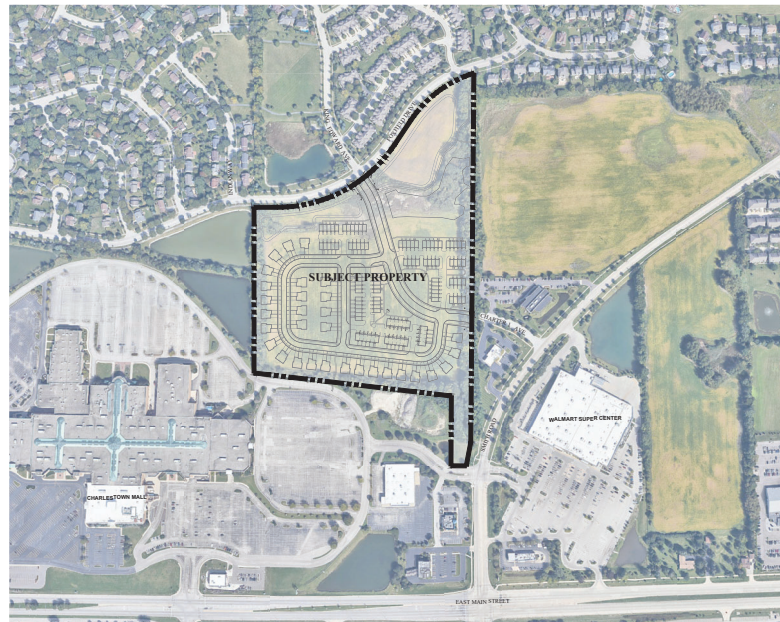
CONSULTANTS:



LANDSCAPE ARCHITECT:
GARY R. WEBER ASSOCIATES, INC
402 W. LIBERTY DRIVE
WHEATON, ILLINOIS 60187



CONSULTANT:
CAGE ENGINEERING
3110 WOODCREEK DR.
DOWNERS GROVE, IL 60515



LOCATION MAP

SCALE: 1"=300'

INDEX OF SHEETS

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
0	COVER SHEET
1	OVERALL LANDSCAPE PLAN
2	LANDSCAPE PLAN
3	LANDSCAPE PLAN
4	LANDSCAPE DETAILS
5	TYPICAL FOUNDATION PLAN
6	MONUMENT DETAIL
7	TREE INVENTORY
8	TREE PRESERVATION PLAN
9	TREE PRESERVATION PLAN
10	LANDSCAPE SPECIFICATIONS

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America's Builder

LANDSCAPE REQUIREMENTS

Landscape Area = 593,171 s.f.
44.5% of total site
Public Street Frontage

Foxfield Drive

Length: 1,306
Required: 1 Tree/ 50L.F.
40% Coverage (with water feature)
1306 L.F. / 50 = 42 Trees
0.40*1306 = 522.4 LF coverage

Provided:
20 Shade Trees
23 Ornamental Trees
42 Evergreen Trees
85 Total Trees

Coverage = 551 L.F.

King Edward Avenue East

Length: 940
Required: 1 Tree/ 50 L.F.
40% Coverage (open space feature)
940 L.F. / 50 = 19 Trees
0.40*940 = 376 LF coverage

Provided:
6 Shade Trees
9 Ornamental Trees
8 Evergreen Trees
23 Total Trees

Coverage = 414 L.F.

King Edward Avenue West

Length: 922
Required: 1 Tree/ 50L.F.
40% Coverage (with open space feature)
922 L.F. / 50 = 19 Trees
0.40*922 = 369 LF coverage

Provided:
5 Shade Trees
14 Ornamental Trees
18 Evergreen Trees
37 Total Trees

Coverage = 442 L.F.

Local Streets

Length: 2264
Required: 1 Tree/ 50L.F.
75% Coverage
2264 L.F. / 50 = 45 Trees
0.75*2264 = 1,698 LF coverage

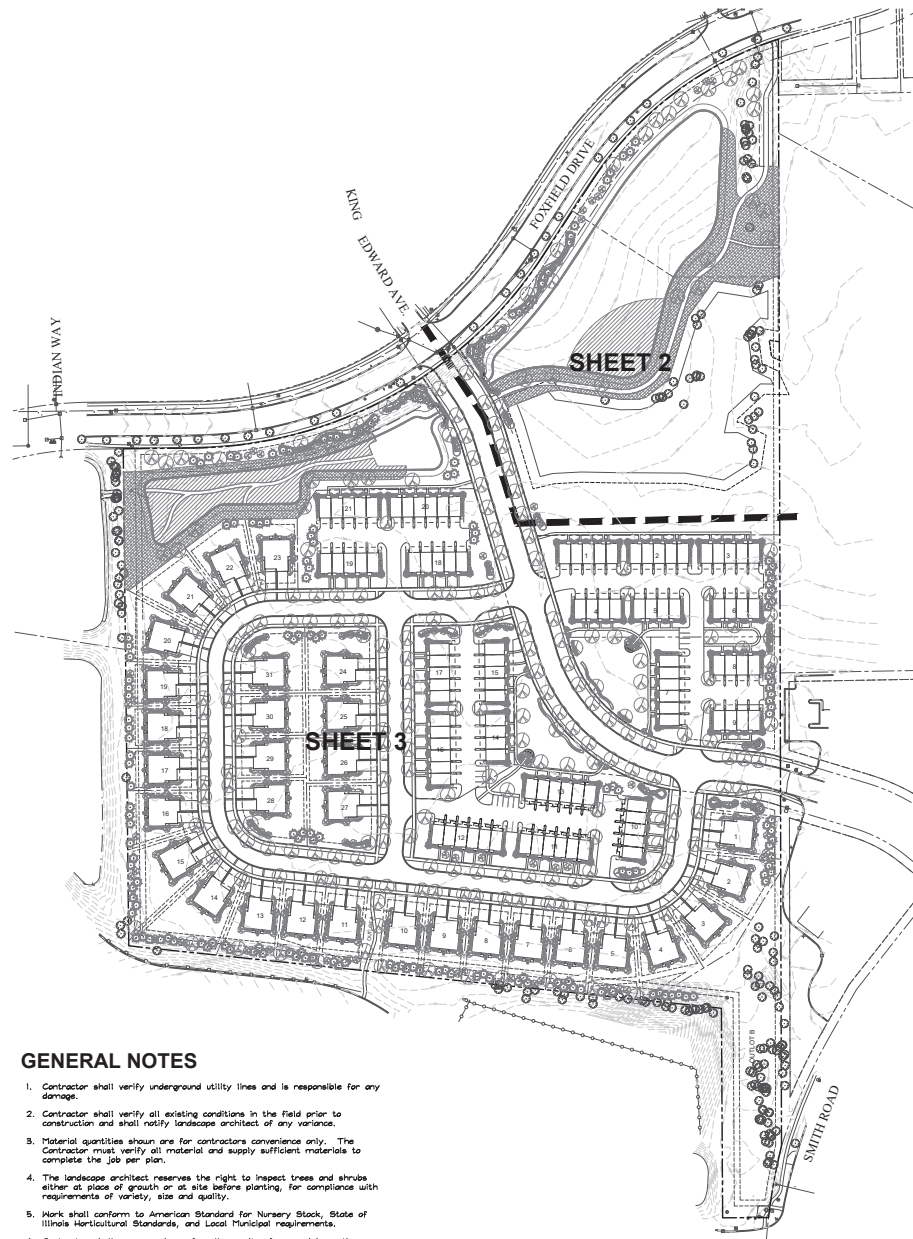
Provided:
10 Shade Trees
27 Ornamental Trees (see note 1)
15 Evergreen Trees
52 Total Trees

Coverage = 1389 L.F. (see note 1)

Note 1: includes foundation plantings within the front and exterior side yards

PLANT LIST

Key	Qty	Botanical/Common Name	Size	Remarks
SHADE TREES				
AA	-	Acer x freemanii 'Jeffers Red' AUTUMN BLAZE MAPLE	2 1/2" Cal.	
AAA	-	Acer x freemanii 'Jeffers Red' AUTUMN BLAZE MAPLE	4" Cal.	
AM	-	Acer nyctolabi 'Horton' STATE STREET MAPLE	2 1/2" Cal.	
AS	-	Acer x saccharum 'Green Mountain' GREEN MOUNTAIN SUGAR MAPLE	2 1/2" Cal.	
CO	-	Celtis occidentalis COMMON HACKBERRY	2 1/2" Cal.	
GT	-	Gleditsia triacanthos var. inermis 'Skyline' SKYLINE MONSIEUR	2 1/2" Cal.	
LT	-	Liriodendron tulipifera TULIPTREE	2 1/2" Cal.	
LS	-	Liquidambar styraciflua 'Marlene' MORRIS BIRCH	2 1/2" Cal.	
PM	-	Platanus x acerifolia 'Horton Circle' EXCLAMATION LONDON PLANETREE	2 1/2" Cal.	
OB	-	Quercus bicolor SHARP WHITE OAK	2 1/2" Cal.	
QM	-	Quercus macrocarpa BUR OAK	2 1/2" Cal.	
OR	-	Quercus rubra RED OAK	2 1/2" Cal.	
TA	-	Tilia americana 'Redmond' REDMOND AMERICAN LINDEN	2 1/2" Cal.	
UM	-	Ulmus 'Horton Glasy' TREUMER ELM	2 1/2" Cal.	
ORNAMENTAL TREES				
AS	-	Amelanchier x grandiflora APPLE SERVICEBERRY	6' Ht.	Multi-Stem
BN	-	Betula nigra 'Cully' HERITAGE RIVER BIRCH	6' Ht.	Multi-Stem
CA	-	Corylus americana AMERICAN HORNBEAM	2" Cal.	Tree Form
CC	-	Cercis canadensis EASTERN REDBUD	6' Ht.	Multi-Stem
CM	-	Cornus mas CORNELIANCHERRY DOGWOOD	6' Ht.	Multi-Stem
YP	-	Hales 'Prick-Fire' PRAIRIE CRABAPPLE	6' Ht.	Multi-Stem
EVERGREEN TREES				
AC	-	Abies concolor WHITE FIR	8' Ht.	
JP	-	Juniperus chinensis 'Fairview' FAIRVIEW JUNIPER	8' Ht.	
PA	-	Picea canadensis NORWAY SPRUCE	8' Ht.	
PG	-	Picea glauca var. densata BLACK HILLS SPRUCE	8' Ht.	
PO	-	Picea canadensis SERBIAN SPRUCE	8' Ht.	
PS	-	Pinus strobus WHITE PINE	8' Ht.	
DECIDUOUS SHRUBS				
CB	-	Cornus sericea 'Bailey' BAILEY'S REDTIG DOGWOOD	36" Tall	3' O.C.
CP	-	Cornus sericea 'Fernald' ARCTIC FIRE REDTIG DOGWOOD	24" Tall	3' O.C.
HA	-	Hydrangea arborescens 'Avalanche' INCREDIBALL HYDRANGEA	24" Tall	3' O.C.
HP	-	Hydrangea paniculata 'Whirligig' LITTLE QUICK FIRE HYDRANGEA	24" Tall	3' O.C.
RA	-	Rhus aromatica 'Gro-low' GRO-LOW SUMAC	24" Wide	3' O.C.
SM	-	Syringa meyeri 'Paladin' DIABLO KOREAN LILAC	24" Tall	4' O.C.
VJ	-	Viburnum x juddii JUDD VIBURNUM	36" Tall	4' O.C.
EVERGREEN SHRUBS				
JB	-	Juniperus chinensis var. sargentii 'Viridis' GREEN SARGENT JUNIPER	24" Wide	4' O.C.
CP	-	Chamaecyparis platensis 'Golden Play' JAPANESE FALSE CYPRISS	24" Wide	3' O.C.
TH	-	Taxus x media 'Everlow' EVERLOW YEW	24" Wide	4' O.C.
ORNAMENTAL GRASSES				
OK	-	Calamagrostis x acutiflora 'Karl Foerster' PRAIRIE REED GRASS	24" O.C.	
PV	-	Panicum virgatum 'Shenandoah' SHENANDOAH SWITCHGRASS	24" O.C.	
PH	-	Panicum virgatum 'Heavy Metal' HEAVY METAL SWITCHGRASS	24" O.C.	
SH	-	Sporobolus holstii PRAIRIE DROPSIDE	24" O.C.	
PERENNIALS				
GB	-	Geranium 'Brookside' BROOKSIDE GERANIUM	18" O.C.	
HK	-	Hemerocallis 'Happy Returns' HAPPY RETURNS DAYLILY	18" O.C.	
NM	-	Nepeta 'Cata Palmarum' CATS PAJAMAS CATMINT	18" O.C.	
RG	-	Rubus idaeus 'Galekum' GOLDSTRAW BLACK-BERRY SUSAN	18" O.C.	
SE	-	Sedum 'Autumn Joy' AUTUMN JOY SEDUM	18" O.C.	
PF	-	Philiz x glaberrima 'Forever Pink' FOREVER PINK PLOX	18" O.C.	
MISC. MATERIALS				
	-	SHREDDED HARDWOOD MULCH	C.Y.	
	-	SOD	S.Y.	
	-	TURF SEED & EROSION CONTROL AC. BLANKET		



GENERAL NOTES

- Contractor shall verify underground utility lines and is responsible for any damage.
- Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variance.
- Material quantities shown are for contractors convenience only. The Contractor must verify all material and supply sufficient materials to complete the job per plan.
- The landscape architect reserves the right to inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements of variety, size and quality.
- Work shall conform to American Standard for Nursery Stock, State of Illinois Horticultural Standards, and Local Municipal requirements.
- Contractor shall secure and pay for all permits, fees, and inspections necessary for the proper execution of this work and comply with all codes applicable to this work.
- See General Conditions and Specifications for landscape work for additional requirements.

0 50' 100' 200' 300'
SCALE: 1"=100'



CLIENT
D.R. HORTON
America's Builder
1780 E. GOLF ROAD, SUITE 305
SCHMIDT, ILL. 60073
CIVIL ENGINEER
CAGE CIVIL ENGINEERING
3110 WOODCREEK DRIVE
DOWNERS GROVE, IL 60515

CHARLESTOWNE LAKES
ST. CHARLES, ILLINOIS
OVERALL LANDSCAPE PLAN

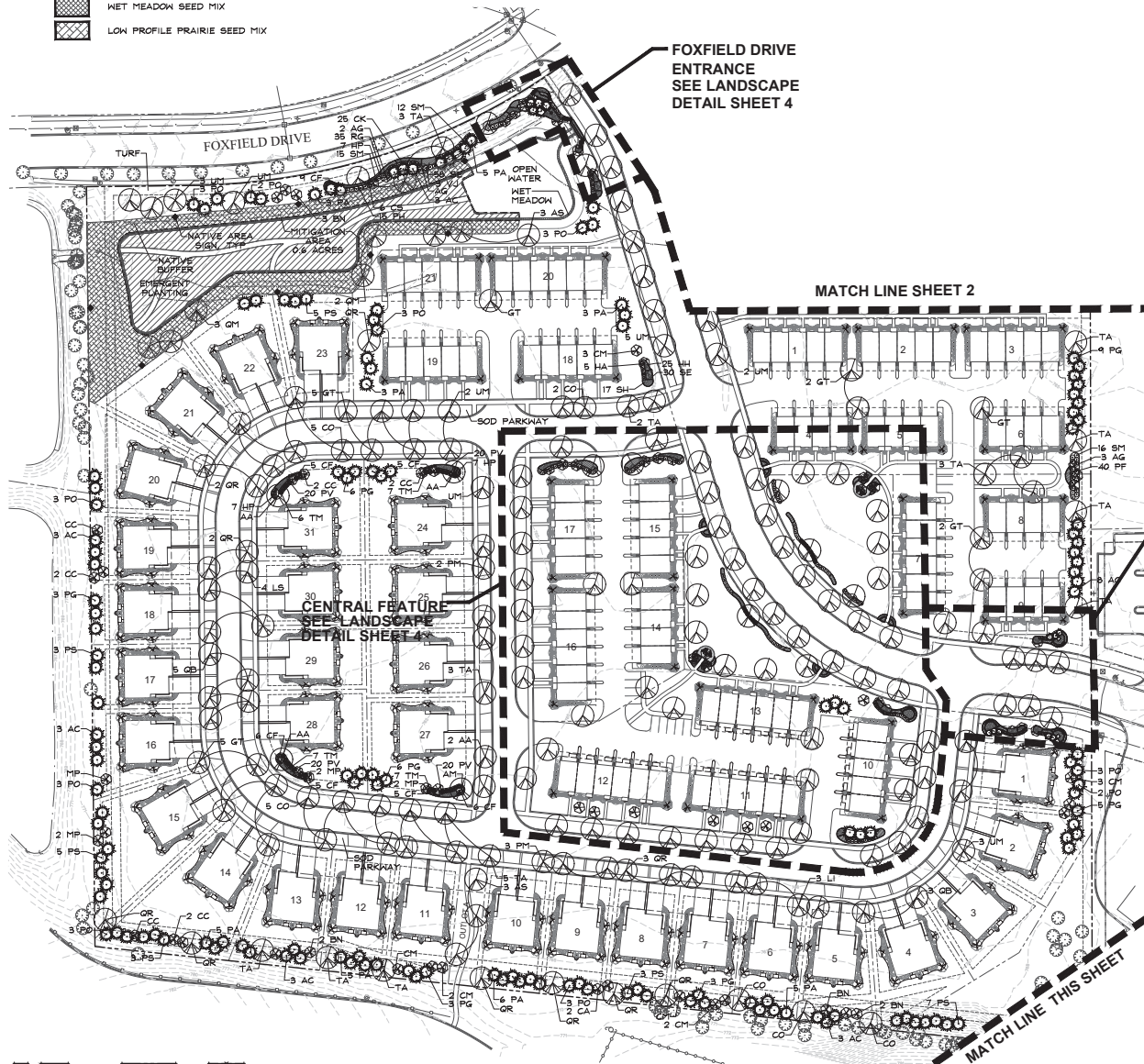
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REVISIONS

DATE 12.03.2021
PROJECT NO. DR2061
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SHEET NO.
1 OF 10

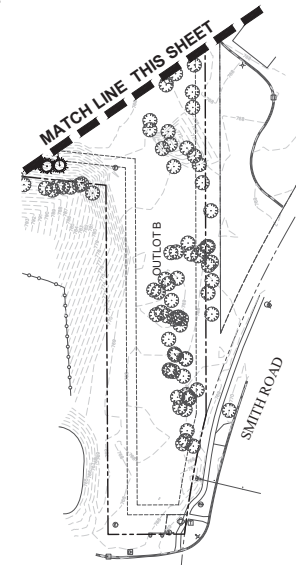
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NATIVE SEED LEGEND

Key	Description
	EMERGENT PLANTINGS
	WET MEADOW SEED MIX
	LOW PROFILE PRAIRIE SEED MIX



KING EDWARD AVE
ENTRANCE SEE
LANDSCAPE DETAIL
SHEET 4



CLIENT
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America's Builder
1780 E. GOLF ROAD, SUITE 305
SCHUMBERG, IL 60173
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DOWNERS GROVE, IL 60515

CHARLESTOWNE LAKES ST. CHARLES, ILLINOIS LANDSCAPE PLAN

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1	2.24.2022

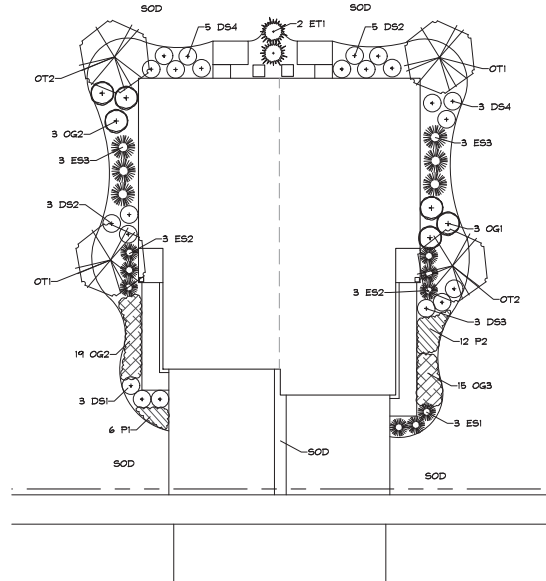
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PROJECT NO.	DR2061
DRAWN	JLT
CHECKED	MGH
SHEET NO.	

TYPICAL DUPLEX FOUNDATION PLANT LIST A

Key	Qty	Botanical/Common Name	Size	Remarks
ORNAMENTAL TREES				
OT1	2	Malus 'Lutescens' RED JEWEL CRABAPPLE	6' Ht.	Multi-Stem
OT2	2	Hamamelis virginica 'Royal Star' ROYAL STAR HAMMEL	6' Ht.	Multi-Stem
EVERGREEN TREES				
ET1	2	Thuja occidentalis 'Emerald' EMERALD GREEN ARBORVITAE	6' Ht.	5' O.C.
DECIDUOUS SHRUBS				
DS1	3	Hydrangea macrophylla 'Bailmer' ENDLESS SUMMER HYDRANGEA	24" Tall	3' O.C.
DS2	8	Hydrangea quercifolia 'The Real' PEE WEE OAKLEAF HYDRANGEA	24" Tall	3' O.C.
DS3	3	Fothergilla gardenii DWARF FOTHERGILLA	24" Tall	3' O.C.
DS4	8	Cornus alternifolia 'Hummingbird' HUMMINGBIRD CORNUS	24" Tall	3' O.C.
EVERGREEN SHRUBS				
ES1	3	Juniperus sabina 'Blue Forest' BLUE FOREST JUNIPER	24" Wide	3' O.C.
ES2	6	Taxus x media 'Everest' EVERLOH YEW	24" Wide	4' O.C.
ES3	6	Juniperus chinensis 'Kilgus Compact' KILGUS COMPACT FITZGER JUNIPER	24" Wide	4' O.C.
ORNAMENTAL GRASSES				
OG1	3	Calamagrostis x acutiflora 'Karl Foerster' FEATHER REED GRASS	#1	30" O.C.
OG2	22	Sesleria autumnalis AUTUMN MOOR GRASS	#1	24" O.C.
OG3	15	Sporobolus heterolepis PRAIRIE DROPSIDE	#1	24" O.C.
PERENNIALS				
P1	6	Hemerocallis 'Happy Returns' HAPPY RETURNS DAYLILY	#1	18" O.C.
P2	12	Hosta 'Patriot' PATRIOT HOSTA	#1	18" O.C.
MISC. MATERIALS				
	7	SHREDDED HARDWOOD MULCH	C.Y.	

TYPICAL DUPLEX FOUNDATION PLANT LIST B

Key	Qty	Botanical/Common Name	Size	Remarks
ORNAMENTAL TREES				
OT1	2	Aronia arbutifolia APPLE SERVICEBERRY	6' Ht.	Multi-Stem
OT2	2	Cornus mas CORNELIANHERRY DOGWOOD	6' Ht.	Multi-Stem
EVERGREEN TREES				
ET1	2	Thuja occidentalis 'Emerald' EMERALD GREEN ARBORVITAE	6' Ht.	5' O.C.
DECIDUOUS SHRUBS				
DS1	3	Ceanothus americanus NEW JERSEY TEA	24" Tall	3' O.C.
DS2	8	Heigela x 'Dark Horse' DARK HORSE HEIGELA	24" Tall	3' O.C.
DS3	3	Hydrangea paniculata 'Simplicity' LITTLE QUICKFIRE HYDRANGEA	24" Tall	3' O.C.
DS4	8	Ita virginica 'Spiral' LITTLE HENRY VIRGINIA SHEETSPIRE	24" Tall	3' O.C.
EVERGREEN SHRUBS				
ES1	3	Juniperus chinensis var. 'Sargentii' GREEN SARGENT JUNIPER	24" Wide	3' O.C.
ES2	6	Buna 'Glance' CHICAGO GREENLAND BOXWOOD	24" Wide	4' O.C.
ES3	6	Taxus x media 'Densiformis' DENSE YEW	24" Wide	4' O.C.
ORNAMENTAL GRASSES				
OG1	3	Panicum virgatum 'Hot Rod' HOT ROD SWITCHGRASS	#1	30" O.C.
OG2	22	Sporobolus heterolepis PRAIRIE DROPSIDE	#1	24" O.C.
OG3	15	Pennisetum alopecuroides 'Burgundy Bunny' BURGUNDY BUNNY FOUNTAIN GRASS	#1	24" O.C.
PERENNIALS				
P1	6	Allium 'Summer Beauty' SUMMER BEAUTY ONION	#1	18" O.C.
P2	12	Sedum 'Autumn Joy' AUTUMN JOY SEDUM	#1	18" O.C.
MISC. MATERIALS				
	7	SHREDDED HARDWOOD MULCH	C.Y.	



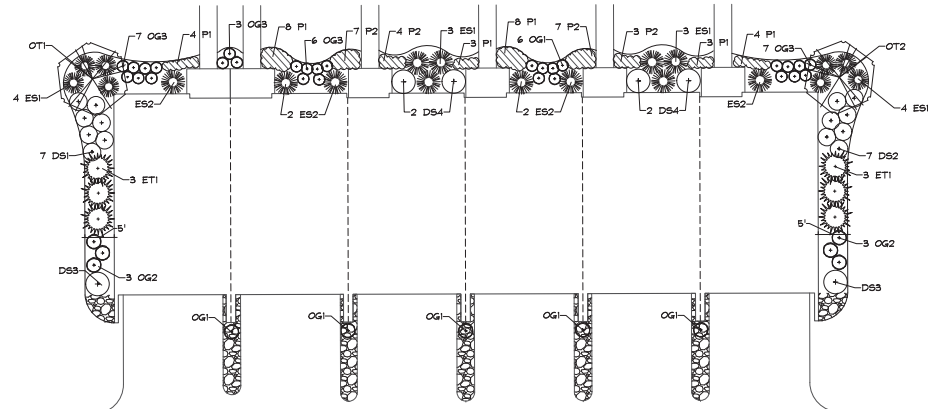
TYPICAL DUPLEX FOUNDATION PLAN
SCALE: 1"=10'

TYPICAL TOWNHOME FOUNDATION PLANT LIST A

Key	Qty	Botanical/Common Name	Size	Remarks
ORNAMENTAL TREES				
OT1	1	Hamamelis virginica SWEETBAY HAMMEL	6' Ht.	Multi-Stem
OT2	1	Cornus alternifolia PAGODA DOGWOOD	6' Ht.	Multi-Stem
EVERGREEN TREES				
ET1	6	Juniperus scopulorum 'Blue Arrow' BLUE ARROW JUNIPER	6' Ht.	5' O.C.
DECIDUOUS SHRUBS				
DS1	7	Cornus sericea 'Famosa' ARCTIC FIRE REDTIG DOGWOOD	24" Tall	3' O.C.
DS2	7	Physocarpus opulifolius 'Diana Hay' LITTLE DEVIL NINEBARK	24" Tall	3' O.C.
DS3	2	Viburnum x Juddi JUDD VIBURNUM	36" Tall	4' O.C.
DS4	4	Rhododendron 'Lemon Light' LEMON LIGHTS AZALEA	36" Tall	4' O.C.
EVERGREEN SHRUBS				
ES1	14	Juniperus sabina 'Blue Forest' BLUE FOREST JUNIPER	24" Wide	3' O.C.
ES2	6	Taxus x media 'Densiformis' DENSE YEW	24" Wide	4' O.C.
ORNAMENTAL GRASSES				
OG1	11	Calamagrostis x acutiflora 'Karl Foerster' FEATHER REED GRASS	#1	30" O.C.
OG2	6	Panicum virgatum 'Hot Rod' HOT ROD SWITCH GRASS	#1	30" O.C.
OG3	23	Sporobolus heterolepis PRAIRIE DROPSIDE	#1	24" O.C.
PERENNIALS				
P1	30	Hemerocallis 'Rosy Returns' ROSY RETURNS DAYLILY	#1	18" O.C.
P2	21	Euchera 'Georgia Peach' GEORGIA PEACH CORAL BELLS	#1	18" O.C.
MISC. MATERIALS				
	8	SHREDDED HARDWOOD MULCH	C.Y.	
	2	ORNAMENTAL STONE	C.Y.	

TYPICAL TOWNHOME FOUNDATION PLANT LIST B

Key	Qty	Botanical/Common Name	Size	Remarks
ORNAMENTAL TREES				
OT1	1	Malus 'Thriller' PRAIRIEPIRE CRABAPPLE	6' Ht.	Multi-Stem
OT2	1	Cornus canadensis EASTERN REDBUD	6' Ht.	Multi-Stem
EVERGREEN TREES				
ET1	6	Thuja occidentalis 'Emerald' EMERALD GREEN ARBORVITAE	6' Ht.	5' O.C.
DECIDUOUS SHRUBS				
DS1	7	Ita virginica 'Little Henry' LITTLE HENRY VIRGINIA SHEETSPIRE	24" Tall	3' O.C.
DS2	7	Hydrangea arborescens 'Aetna' INCREDIBALL HYDRANGEA	24" Tall	3' O.C.
DS3	2	Hydrangea quercifolia 'Flammye' BUSH QUEEN OAKLEAF HYDRANGEA	36" Tall	3' O.C.
DS4	4	Heigela Florida 'Bokraspin' SONIC BOOM PINK HEIGELA	24" Tall	3' O.C.
EVERGREEN SHRUBS				
ES1	14	Pinus mugo 'Sloamund' DWARF MOUNTAIN PINE	24" Wide	3' O.C.
ES2	6	Buna 'Glance' CHICAGO/LAND GREEN BOXWOOD	24" Wide	4' O.C.
ORNAMENTAL GRASSES				
OG1	11	Calamagrostis x acutiflora 'Karl Foerster' FEATHER REED GRASS	#1	30" O.C.
OG2	6	Bouteloua gracilis BLUE GRAMA GRASS	#1	30" O.C.
OG3	23	Sesleria autumnalis AUTUMN MOOR GRASS	#1	24" O.C.
PERENNIALS				
P1	30	Phlox 'Forever Pink' FOREVER PINK PHLOX	#1	18" O.C.
P2	21	Allium 'Summer Beauty' SUMMER BEAUTY ONION	#1	18" O.C.
MISC. MATERIALS				
	8	SHREDDED HARDWOOD MULCH	C.Y.	
	2	ORNAMENTAL STONE	C.Y.	



TYPICAL TOWNHOME FOUNDATION PLAN
SCALE: 1"=10'

LANDSCAPE REQUIREMENTS

Townhome Foundation Requirements
Length (excluding driveways and walks): 168'
Required: 2 trees and 20 shrubs/perennials per 50 LF

Required
7 Trees/Large Shrubs
64 Shrubs/Perennials

Provided:
2 Ornamental Trees
6 Arborvitae Trees
2 Large Shrubs
38 Small/Medium Shrubs
90 Perennials/Ornamental Grasses

Duplex Foundation Requirements
Length (excluding driveways and walks): 137'
Required: 2 trees and 20 shrubs/perennials per 50 LF

Required
6 Trees/Large Shrubs
55 Shrubs/Perennials

Provided:
4 Ornamental Trees
2 Arborvitae Trees
37 Small/Medium Shrubs
58 Perennials/Ornamental Grasses

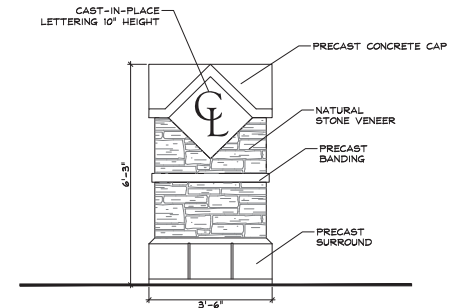
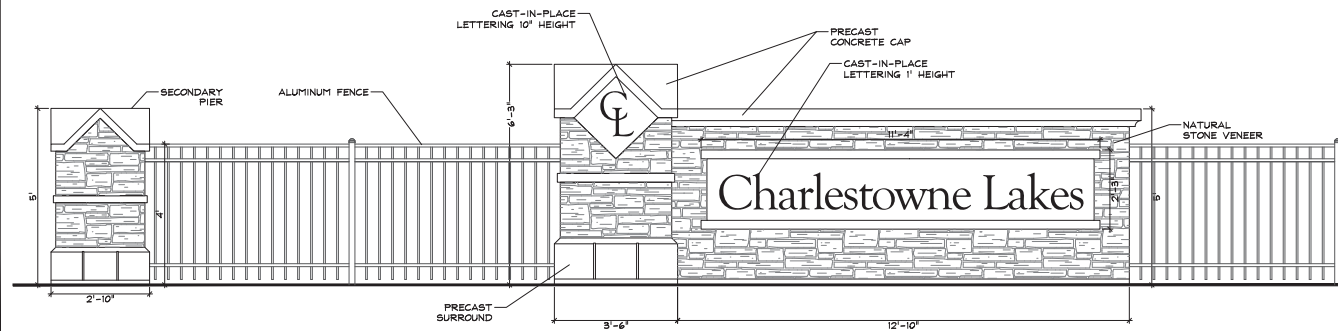
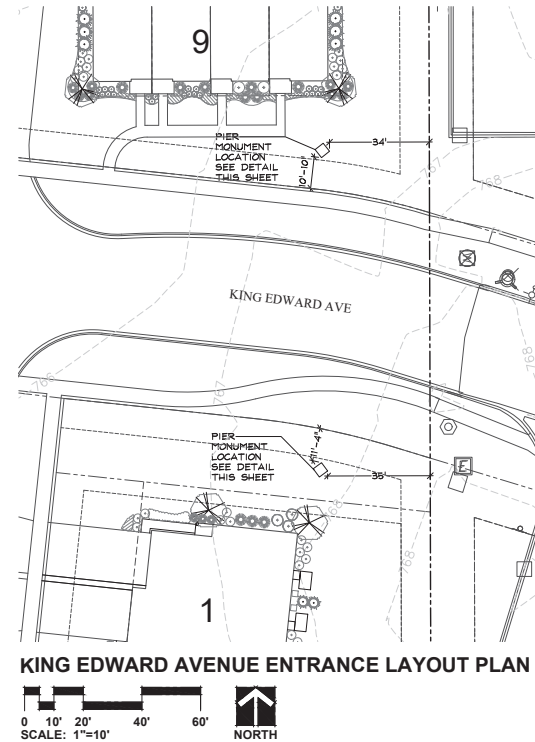
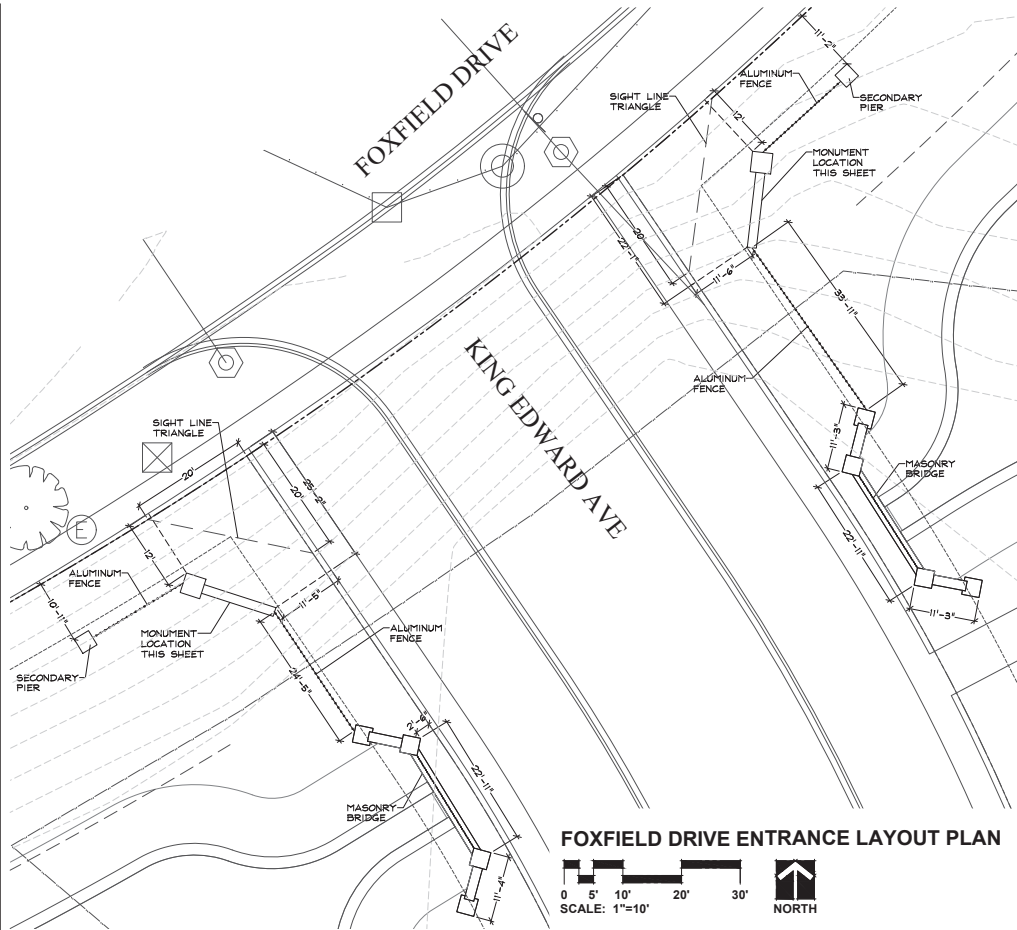


D-R HORTON
America's Builder
1751 E. GOLF ROAD, SUITE 305
SCHMIDT, ILL. 60173
CIVIL ENGINEER
3110 WOODCREEK DRIVE
DOWNERS GROVE, IL 60515

CHARLESTOWNE LAKES
ST. CHARLES, ILLINOIS
TYPICAL FOUNDATION PLAN

REVISIONS	DATE	DESCRIPTION
3	5.13.2022	
2	3.24.2022	
1	2.24.2022	

DATE 12.03.2021
PROJECT NO. DR2061
DRAWN JLT
CHECKED MGM
SHEET NO.



AGNO	SCIENTIFIC NAME	COMMON NAME	DH (inches)	RATING	PREFERRED REFERENCE	
801	<i>Populus deltoides</i>	Eastern Cottonwood	24	Poor	CR-Site	
802	<i>Populus deltoides</i>	Eastern Cottonwood	11	Fair	CR-Site	
803	<i>Ulmus</i>	Elm	8	Poor	CR-Site	
804	<i>Quercus velutina</i>	Gray's Pin Oak	25	Poor	CR-Site	
805	<i>Pinus strobus</i>	Black Cherry	10	Fair	Reference	
806	<i>Pinus strobus</i>	Black Cherry	10	Fair	Reference	
807	<i>Vicia americana</i>	American Black locust	0	Poor	CR-Site	
808	<i>Vicia americana</i>	American Black locust	0	Poor	CR-Site	
809	<i>Pinus strobus</i>	Black Cherry	9	Poor	CR-Site	
810	<i>Agave schottlandii</i>	Agave	83.8	Good	Reference	
811	<i>Pinus californica</i>	Cal. larch	10	Good	Reference	
812	<i>Pinus californica</i>	Cal. larch	8	Poor	Reference	
813	<i>Pinus californica</i>	Cal. larch	9	Poor	Reference	
814	<i>Pinus californica</i>	Cal. larch	6	Poor	Reference	
815	<i>Pinus californica</i>	Cal. larch	6	Poor	Reference	
816	<i>Pinus californica</i>	Cal. larch	6	Poor	Reference	
817	<i>Pinus californica</i>	Cal. larch	6	Poor	Reference	
818	<i>Pinus californica</i>	Cal. larch	6	Poor	Reference	
819	<i>Pinus californica</i>	Black Walnut	11	Fair	Reference	
820	<i>Pinus californica</i>	Cal. larch	6	Poor	Reference	
821	<i>Acacia greggii</i>	Black Walnut	8	Poor	Reference	
822	<i>Acacia greggii</i>	Black Walnut	8	Poor	Reference	
823	<i>Pinus californica</i>	Cal. larch	9	Poor	Reference	
824	<i>Pinus californica</i>	Cal. larch	6	Poor	Reference	
825	<i>Pinus californica</i>	Cal. larch	6	Poor	Reference	
826	<i>Pinus californica</i>	Cal. larch	6	Poor	Reference	
827	<i>Pinus californica</i>	Cal. larch	6	Poor	Reference	
828	<i>Acacia greggii</i>	Black Walnut	6	Poor	CR-Site	
829	<i>Pinus californica</i>	Cal. larch	24	Poor	CR-Site	
830	<i>Pinus californica</i>	Cal. larch	24	Poor	CR-Site	
831	<i>Acacia greggii</i>	Black Walnut	11.6	0.5	Poor	Reference
832	<i>Pinus mitis</i>	Red Monterey	10	Poor	Reference	
833	<i>Acacia greggii</i>	Black Walnut	10	Poor	Reference	
834	<i>Acacia greggii</i>	Black Walnut	6	Poor	Reference	
835	<i>Acacia greggii</i>	Black Walnut	10	Fair	CR-Site	
836	<i>Acacia greggii</i>	Black Walnut	6	Poor	Reference	
837	<i>Agave schottlandii</i>	Agave	83.8	Good	Reference	
838	<i>Agave schottlandii</i>	Agave	83.8	Good	Reference	
839	<i>Pinus californica</i>	Cal. larch	6	Poor	Reference	
840	<i>Pinus californica</i>	Cal. larch	6	Poor	Reference	
841	<i>Pinus californica</i>	Cal. larch	6	Poor	Reference	
842	<i>Acacia greggii</i>	Black Walnut	6	Poor	Reference	
843	<i>Pinus californica</i>	Cal. larch	6	Poor	Reference	
844	<i>Pinus californica</i>	Cal. larch	6	Poor	Reference	
845	<i>Pinus californica</i>	Cal. larch	6	Poor	Reference	
846	<i>Ulmus</i>	Elm	6.5	Poor	Reference	
847	<i>Acacia greggii</i>	Black Walnut	6	Poor	Reference	
848	<i>Pinus mitis</i>	Red Monterey	7.6	4.4	Poor	Reference
849	<i>Pinus mitis</i>	Red Monterey	7.6	4.4	Poor	Reference
850	<i>Acacia greggii</i>	Black Walnut	6.4	Poor	Reference	
851	<i>Pinus mitis</i>	Red Monterey	6.4	Poor	Reference	
852	<i>Pinus mitis</i>	Red Monterey	6.4	Poor	Reference	
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873	<i>Pinus mitis</i>	Red Monterey	6.4	Poor	Reference	
874	<i>Acacia greggii</i>	Black Walnut	6.5	Poor	Reference	
875	<i>Pinus mitis</i>	Red Monterey	6.5	Poor	Reference	
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1000	<i>Pinus mitis</i>	Red Monterey	6.4	Poor	Reference	

SN ID	SCIENTIFIC NAME	COMMON NAME	CLIP (inches)	RATNO	PRESERVE/REMOVE	
737	Acer negundo	Boxelder	8	Fair	Remove	
738	Acer negundo	Boxelder	8	Fair	Remove	
739	Juglans nigra	Black Walnut	6	Fair	Remove	
740	Juglans nigra	Black Walnut	6	Fair	Remove	
741	Juglans nigra	Black Walnut	6	Fair	Remove	
742	Juglans nigra	Black Walnut	6	Good	Remove	
743	Populus deltoides	Eastern Cottonwood	12	Fair	Remove	
744	Ulmus rubra	Spiny Elm	8	Fair	Remove	
745	Populus deltoides	Eastern Cottonwood	8	Fair	Remove	
746	Populus deltoides	Eastern Cottonwood	8	Fair	Remove	
747	Populus deltoides	Eastern Cottonwood	8	Fair	Remove	
748	Populus deltoides	Eastern Cottonwood	10	Fair	Remove	
749	Ulmus rubra	Spiny Elm	8	Good	Remove	
750	Populus deltoides	Eastern Cottonwood	8	Fair	Remove	
751	Populus deltoides	Eastern Cottonwood	12	Fair	Remove	
752	Populus deltoides	Eastern Cottonwood	12	Fair	Remove	
753	Populus deltoides	Eastern Cottonwood	14	Good	Remove	
754	Populus deltoides	Eastern Cottonwood	11	Fair	Remove	
755	Populus deltoides	Eastern Cottonwood	12	Fair	Remove	
756	Populus deltoides	Eastern Cottonwood	14	Good	Remove	
757	Populus deltoides	Eastern Cottonwood	12	Fair	Remove	
758	Populus deltoides	Eastern Cottonwood	10	Fair	Remove	
759	Populus deltoides	Eastern Cottonwood	16	Good	Remove	
760	Populus deltoides	Eastern Cottonwood	16	Good	Remove	
761	Populus deltoides	Eastern Cottonwood	16	Good	Remove	
762	Populus deltoides	Eastern Cottonwood	16	Good	Remove	
763	Populus deltoides	Eastern Cottonwood	20	Good	Remove	
764	Populus deltoides	Eastern Cottonwood	20	Good	Remove	
765	Acer negundo	Boxelder	8	Fair	Remove	
766	Acer negundo	Boxelder	8	Fair	Remove	
767	Sassa angustifolia	Winter	18	Good	Remove	
768	Acer negundo	Boxelder	8	Fair	Remove	
769	Acer negundo	Boxelder	8	Fair	Remove	
770	Acer negundo	Boxelder	8	Fair	Remove	
771	Morus nigra	Red Mulberry	8	Fair	Remove	
772	Acer negundo	Boxelder	6	Good	Remove	
773	Acer negundo	Boxelder	6	Good	Remove	
774	Acer negundo	Boxelder	6	Good	Remove	
775	Acer negundo	Boxelder	6	Good	Remove	
776	Juglans nigra	Black Walnut	6	Fair	Remove	
777	Juglans nigra	Black Walnut	6	Fair	Remove	
778	Morus nigra	Red Mulberry	8	Good	Remove	
779	Morus nigra	Red Mulberry	8	Good	Remove	
780	Morus nigra	Red Mulberry	8	Good	Remove	
Missing from 2016						
801	Juglans nigra	Black Walnut	8	Fair	Remove	
802	Juglans nigra	Black Walnut	8	Fair	Remove	
803	Acer negundo	Boxelder	8	Fair	Remove	
804	Acer negundo	Boxelder	8	Fair	Remove	
805	Acer negundo	Boxelder	8	Fair	Remove	
806	Acer negundo	Boxelder	8	Fair	Remove	
807	Morus nigra	Red Mulberry	12	Fair	Remove	
808	Celastrus occidentalis	Spicebush	10	Fair	Remove	
809	Acer negundo	Boxelder	10	Fair	Remove	
810	Acer negundo	Boxelder	8	Good	Remove	
811	Acer negundo	Boxelder	8	Good	Remove	
812	Acer negundo	Boxelder	11	Good	Remove	
813	Taxodium distichum	Bald Cypress	16	Fair	Remove	
814	Acer negundo	Boxelder	8	Fair	Remove	
815	Taxodium distichum	Bald Cypress	16	Fair	Remove	
816	Juglans nigra	Black Walnut	10	Good	Remove	
817	Juglans nigra	Black Walnut	12	Good	Remove	
818	Juglans nigra	Black Walnut	14	Good	Remove	
819	Juglans nigra	Black Walnut	14	Good	Remove	
820	Morus nigra	Red Mulberry	16	Fair	Remove	
821	Morus nigra	Red Mulberry	16	Fair	Remove	
822	Morus nigra	Red Mulberry	20	10	Good	Remove
823	Acer negundo	Boxelder	28	Fair	Remove	
824	Acer negundo	Boxelder	28	Fair	Remove	
825	Juglans nigra	Black Walnut	24	Good	Remove	
826	Taxodium distichum	Bald Cypress	24	Fair	Remove	
827	Taxodium distichum	Bald Cypress	18	8	Fair	Remove
828	Taxodium distichum	Bald Cypress	18	8	Fair	Remove
829	Acer negundo	Boxelder	8	Fair	Remove	
830	Ulmus rubra	Spiny Elm	8	Fair	Remove	
831	Acer negundo	Boxelder	14	8	Fair	Remove
832	Celastrus occidentalis	Spicebush	17	Good	Remove	
833	Acer negundo	Boxelder	20	Good	Remove	
834	Celastrus occidentalis	Spicebush	22	Good	Remove	
835	Taxodium distichum	Bald Cypress	20	Good	Remove	
836	Taxodium distichum	Bald Cypress	20	Good	Remove	
837	Morus nigra	Red Mulberry	7	Good	Remove	
838	Celastrus occidentalis	Spicebush	7	Good	Remove	
839	Taxodium distichum	Bald Cypress	14	8	Fair	Remove
840	Taxodium distichum	Bald Cypress	14	8	Fair	Remove
841	Taxodium distichum	Bald Cypress	14	8	Fair	Remove
842	Celastrus occidentalis	Spicebush	14	Good	Remove	
843	Acer negundo	Boxelder	14	Good	Remove	
844	Fraxinus pennsylvanica	Green Ash	14	Fair	Remove	
845	Taxodium distichum	Bald Cypress	14	Good	Remove	
846	Fraxinus pennsylvanica	Green Ash	20	Fair	Remove	
847	Phytolacca americana	Black Cherry	11	Fair	Remove	
848	Celastrus occidentalis	Spicebush	11	Good	Remove	
849	Fraxinus pennsylvanica	Green Ash	18	12	Fair	Remove
850	Fraxinus pennsylvanica	Green Ash	18	12	Fair	Remove
851	Celastrus occidentalis	Spicebush	9	Fair	Remove	
852	Morus nigra	Red Mulberry	12	Good	Remove	
853	Celastrus occidentalis	Spicebush	16	Good	Remove	
854	Morus nigra	Red Mulberry	16	Good	Remove	
855	Ulmus rubra	Dead	18	Worst	Remove	
856	Acer negundo	Boxelder	28	Fair	Remove	
857	Acer negundo	Boxelder	28	Fair	Remove	
858	Ulmus rubra	Dead	10	Fair	Remove	
859	Fraxinus pennsylvanica	Green Ash	24	Dead	Remove	
860	Ulmus rubra	Dead	20	Fair	Remove	
861	Fraxinus pennsylvanica	Green Ash	24	Good	Remove	
862	Phytolacca americana	Black Cherry	6	Fair	Remove	
863	Phytolacca americana	Black Cherry	6	Fair	Remove	
864	Celastrus occidentalis	Spicebush	10	Fair	Remove	
865	Morus nigra	Red Mulberry	10	Fair	Remove	
Missing from 2016						
881	Ulmus rubra	Dead	11	Good	Remove	
882	Ulmus rubra	Dead	0	Good	Remove	
883	Celastrus occidentalis	Spicebush	11	Good	Remove	
884	Ulmus rubra	Dead	12	Good	Remove	
885	Morus nigra	Red Mulberry	14	Good	Remove	
886	Morus nigra	Red Mulberry	14	Good	Remove	
887	Phytolacca americana	Black Cherry	6	Fair	Remove	
888	Phytolacca americana	Black Cherry	6	Fair	Remove	
889	Morus nigra	Red Mulberry	8	Good	Remove	
890	Ulmus rubra	Dead	8	Good	Remove	
891	Morus nigra	Red Mulberry	8	Good	Remove	
892	Phytolacca americana	Black Cherry	6	Good	Remove	
893	Ulmus rubra	Dead	8	Good	Remove	
894	Ulmus rubra	Dead	0	Good	Remove	
895	Morus nigra	Red Mulberry	0	Good	Remove	
896	Morus nigra	Red Mulberry	0	Good	Remove	
897	Ulmus rubra	Dead	17	Good	Remove	
898	Ulmus rubra	Dead	8	Good	Remove	
899	Morus nigra	Red Mulberry	3	Fair	Remove	
900	Celastrus occidentalis	Spicebush	3	Fair	Remove	

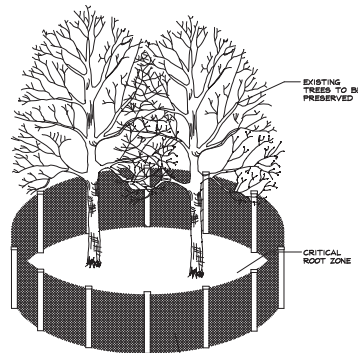
REG. NO.	SCIENTIFIC NAME	COMMON NAME	LEN (inches)	W	RATNO	PRESERVATION
803	Oreio coccinellatus	Harlequin	7	Fair	Reptom	OK
804	Oreio coccinellatus	Harlequin	5	Fair	Reptom	OK
805	Oreio coccinellatus	Harlequin	5	Fair	Reptom	OK
806	Phaenocarpa pleuralis	Black fly	17	Good	Reptom	OK
807	Aeneo negro	Smilelet	12	Poor	Reptom	OK
808	Monia rubra	Red like berry	6	Poor	Reptom	OK
809	Urochroa	Black fly	6	Poor	Reptom	OK
810	Aeneo negro	Smilelet	20	Poor	Reptom	OK
811	Monia rubra	Red like berry	6	Poor	Reptom	OK
812	Monia rubra	Red like berry	20	Poor	Reptom	OK
813	Phaenocarpa pleuralis	Black fly	17	Good	Reptom	OK
814	Monia rubra	Red like berry	6.5	Poor	Reptom	OK
815	Urochroa	Black fly	7	Poor	Reptom	OK
816	Monia rubra	Red like berry	6	Poor	Reptom	OK
817	Aeneo negro	Smilelet	10	Good	Reptom	OK
818	Urochroa	Black fly	6	Poor	Reptom	OK
819	Urochroa	Black fly	7	Fair	Reptom	OK
820	Phaenocarpa pleuralis	Black fly	10	Good	Reptom	OK
821	Aeneo negro	Smilelet	6	Fair	Reptom	OK
822	Urochroa	Black fly	6	Fair	Reptom	OK
823	Urochroa	Black fly	19	Good	Reptom	OK
824	Phaenocarpa pleuralis	Black fly	19	Good	Reptom	OK
825	Ceila coccinellatus	Harlequin	29	Good	Reptom	OK
826	Ceila coccinellatus	Harlequin	29	Good	Reptom	OK
827	Monia rubra	Red like berry	8.55	Poor	Reptom	OK
828	Monia rubra	Red like berry	6	Poor	Reptom	OK
829	Monia rubra	Red like berry	6.44	Poor	Reptom	OK
830	Acanthia atrifrons	Tree of Heaven	6	Fair	Reptom	OK
831	Monia rubra	Red like berry	6	Fair	Reptom	OK
832	Phaenocarpa pleuralis	Black fly	10	Poor	Reptom	OK
833	Phaenocarpa pleuralis	Black fly	10	Poor	Reptom	OK
834	Monia rubra	Red like berry	10	Poor	Reptom	OK
835	Phaenocarpa pleuralis	Black fly	6	Poor	Reptom	OK
836	Urochroa	Black fly	6	Fair	Reptom	OK
837	Monia rubra	Red like berry	6	Poor	Reptom	OK
838	Urochroa	Black fly	6	Fair	Reptom	OK
839	Urochroa	Black fly	6	Fair	Reptom	OK
840	Urochroa	Black fly	6	Fair	Reptom	OK
841	Aeneo negro	Smilelet	6	Fair	Reptom	OK
842	Monia rubra	Red like berry	6	Poor	Reptom	OK
843	Ceila coccinellatus	Harlequin	6	Fair	Reptom	OK
844	Ceila coccinellatus	Harlequin	6	Fair	Reptom	OK
845	Monia rubra	Red like berry	6.4	Poor	Reptom	OK
846	Monia rubra	Red like berry	6	Poor	Reptom	OK
847	Ceila coccinellatus	Harlequin	7	Fair	Reptom	OK
848	Phaenocarpa pleuralis	Black fly	7	Fair	Reptom	OK
849	Monia rubra	Red like berry	6	Poor	Reptom	OK
850	Phaenocarpa pleuralis	Black fly	6	Poor	Reptom	OK
851	Ceila coccinellatus	Harlequin	10	Poor	Reptom	OK
852	Ceila coccinellatus	Harlequin	20	Dark test	Reptom	OK
853	Ceila coccinellatus	Harlequin	20	Dark test	Reptom	OK
854	Ceila coccinellatus	Harlequin	20	Dark test	Reptom	OK
855	Ceila coccinellatus	Harlequin	20	Dark test	Reptom	OK
856	Ceila coccinellatus	Harlequin	12	Fair	Reptom	OK
857	Ceila coccinellatus	Harlequin	12	Fair	Reptom	OK
858	Agathis nigra	Black Walnut	6	Poor	Reptom	OK
859	Agathis nigra	Black Walnut	6	Poor	Reptom	OK
860	Agathis nigra	Black Walnut	6	Poor	Reptom	OK
861	Agathis nigra	Black Walnut	6	Poor	Reptom	OK
862	Agathis nigra	Black Walnut	6	Poor	Reptom	OK
863	Agathis nigra	Black Walnut	6	Poor	Reptom	OK
864	Agathis nigra	Black Walnut	6	Poor	Reptom	OK
865	Agathis nigra	Black Walnut	6	Poor	Reptom	OK
866	Agathis nigra	Black Walnut	6	Poor	Reptom	OK
867	Agathis nigra	Black Walnut	6	Poor	Reptom	OK
868	Agathis nigra	Black Walnut	6	Poor	Reptom	OK
869	Agathis nigra	Black Walnut	6	Poor	Reptom	OK
870	Agathis nigra	Black Walnut	6	Poor	Reptom	OK
871	Agathis nigra	Black Walnut	6	Poor	Reptom	OK
872	Agathis nigra	Black Walnut	6	Poor	Reptom	OK
873	Agathis nigra	Black Walnut	6	Poor	Reptom	OK
874	Agathis nigra	Black Walnut	6	Poor	Reptom	OK
875	Agathis nigra	Black Walnut	6	Poor	Reptom	OK
876	Agathis nigra	Black Walnut	6	Poor	Reptom	OK
877	Agathis nigra	Black Walnut	6	Poor	Reptom	OK
878	Agathis nigra	Black Walnut	6	Poor	Reptom	OK
879	Agathis nigra	Black Walnut	6	Poor	Reptom	OK
880	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
881	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
882	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
883	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
884	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
885	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
886	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
887	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
888	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
889	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
890	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
891	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
892	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
893	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
894	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
895	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
896	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
897	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
898	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
899	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
900	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
901	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
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905	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
906	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
907	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
908	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
909	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
910	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
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920	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
921	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
922	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
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924	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
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926	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
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1000	Oreio coccinellatus	Harlequin	6	Good	Reptom	OK
2333	Ceila coccinellatus	Harlequin	15	Good	Reptom	OK
2334	Ceila coccinellatus	Harlequin	6	Good	Reptom	OK
2335	Ceila coccinellatus	Harlequin	8	Good	Reptom	OK
2336	Ceila coccinellatus	Harlequin	7	Good	Reptom	OK
2337	Ceila coccinellatus	Harlequin	20	Good	Reptom	OK
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2339	Ceila coccinellatus	Harlequin	20	Good	Reptom	OK
2340	Ceila coccinellatus	Harlequin	6	Fair	Reptom	OK
2341	Agathis nigra	Black Walnut	6	Fair	Reptom	OK
2342	Agathis nigra	Black Walnut	6	Fair	Reptom	OK
2343	Agathis nigra	Black Walnut	6	Fair	Reptom	OK
2344	Agathis nigra	Black Walnut	6	Fair	Reptom	OK
2345	Agathis nigra	Black Walnut	6	Fair	Reptom	OK
2346	Agathis nigra	Black Walnut	6	Fair	Reptom	OK
2347	Agathis nigra	Black Walnut	6	Fair	Reptom	OK
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2350	Agathis nigra	Black Walnut	6	Fair	Reptom	OK
2351	Agathis nigra	Black Walnut	6	Fair	Reptom	OK
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2353	Agathis nigra	Black Walnut	6	F		

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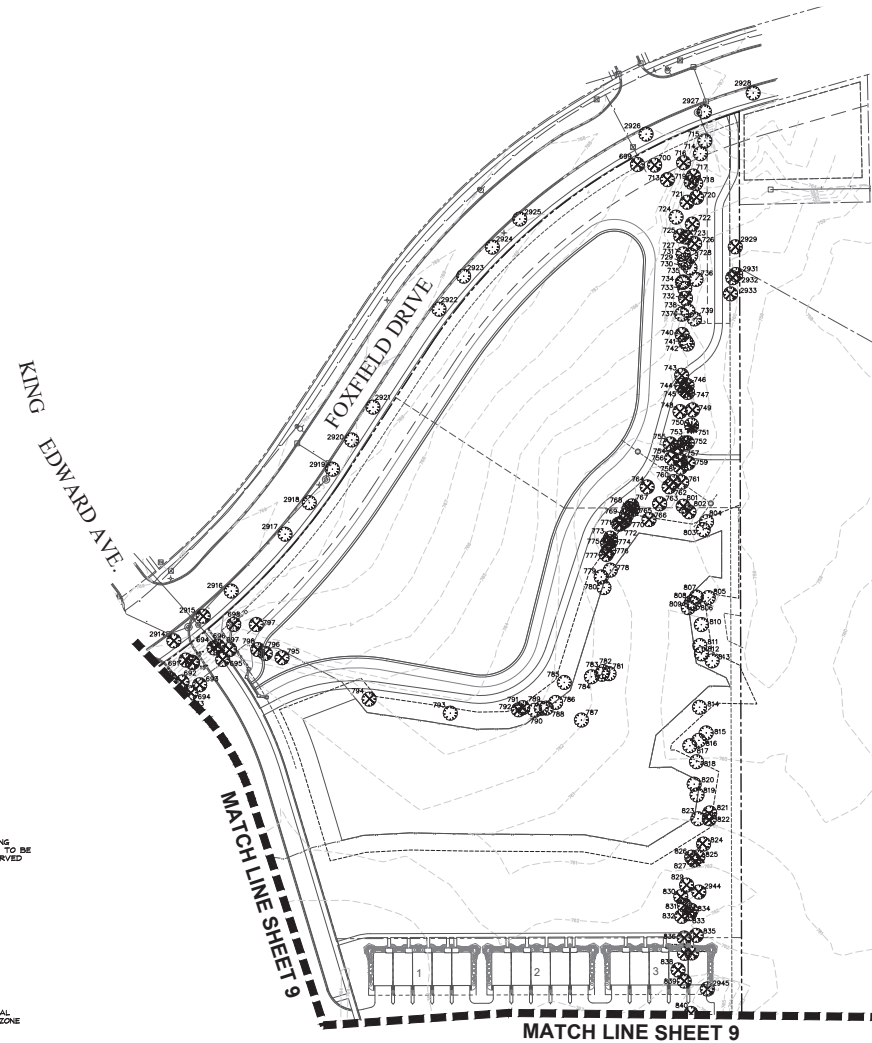
7 OF 10

TREE PRESERVATION NOTES

1. 48" high snow fence or wood barriers shall extend to the dripline of the tree or tree mass whenever possible, shall be installed before construction begins, and should not be removed until the completion of construction.
2. All accidental damage to existing trees that are to be preserved shall be promptly treated as required in accordance with recognized horticultural practices and the instructions of the professional Arborist, Landscape Architect or Horticulturist.
3. Broken or badly bruised branches shall be removed with a clean cut, if recommended by the professional Arborist, Landscape Architect or Horticulturist.
4. Care shall be exercised by the contractors to protect all overhead limbs and branches from damage by contact with material, machinery or equipment and by damage from engine exhaust.
5. Contractors shall protect trees and vegetation against spills or discharge of fuels, lubricating oils, hydraulic fluids, anti-freeze and coolants, calcium chloride, lime and all other similar hydrocarbons, organic chemicals, and other materials which can be harmful.
6. When underground utilities are proposed within 5' of a preserved tree trunk, they must be augered if possible.

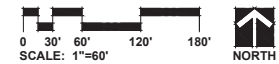


TREE PRESERVATION DETAIL
(NOT TO SCALE)
SEE NOTES



LEGEND

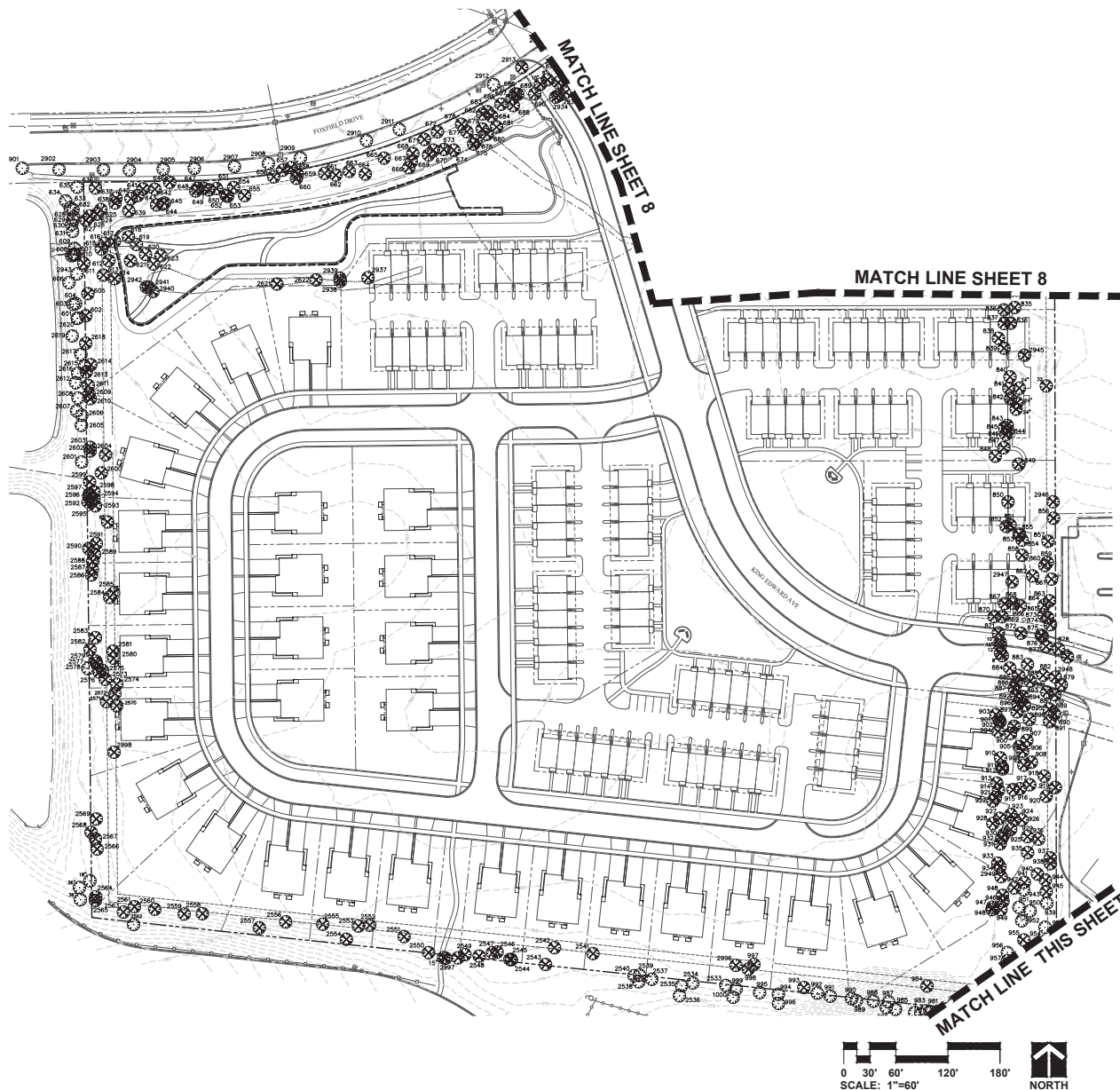
- EXISTING TREE TO BE PRESERVED
- EXISTING TREE TO BE REMOVED



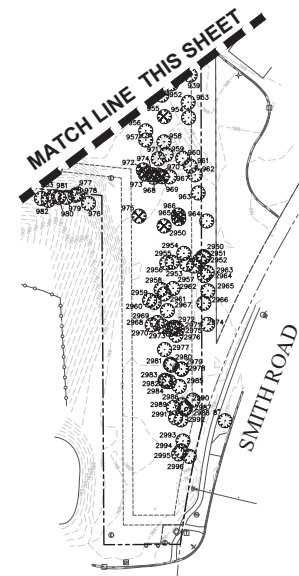
CHARLESTOWNE LAKES ST. CHARLES, ILLINOIS TREE PRESERVATION PLAN

REVISIONS	DATE
3	5.13.2022
2	3.24.2022
1	2.24.2022

DATE	12.03.2021
PROJECT NO.	DR2061
DRAWN	JLT
CHECKED	MGH
SHEET NO.	



- LEGEND**
- EXISTING TREE TO BE PRESERVED
 - EXISTING TREE TO BE REMOVED



CHARLESTOWNE LAKES
 ST. CHARLES, ILLINOIS
TREE PRESERVATION PLAN

REVISIONS	DATE
3	5.13.2022
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LANDSCAPE WORK PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

The work shall consist of furnishing, transporting and installing all seeds, plants and other materials required for the project.

1. The establishment of trees, shrubs, perennial, annual and lawn areas as shown on Landscape Plan.

2. The provision of post-planting management as specified herein.

3. Any removal operations necessary in conformance with the plans as specified in this document.

4. Permits which may be required.

1.2 QUALITY ASSURANCE

- A. Work shall conform to State of Illinois Horticultural Standards and local municipal requirements.
- B. Quality Control Procedures:
1. Ship landscape materials with certificates of inspection as required by governmental authorities. Comply with governing regulations applicable to landscape materials.
 2. Do not make substitutions. If specified landscape material is not obtainable, submit to Landscape Architect proof of non-availability and proposal for use of equivalent material.
 3. Analysis and Standards: Package standard products with manufacturers' certified analysis.

1.3 SUBMITTALS

- A. Planting Schedule
- Submit three (3) copies of the proposed planting schedule showing dates for each type of planting.
- B. Maintenance Instruction - Landscape Work
- Submit two (2) copies of typewritten instructions recommending procedures to be established by the Owner for the maintenance of landscape work for one full year. Submit prior to expiration of required maintenance period.
- Instructions shall include: watering, fertilizing, spraying, mulching and pruning for plant material and trimming grasses/lawns for watering, fertilizing and mowing areas.
- C. Submit two (2) copies of soil test of existing topsoil with recommendations for soil additive requirement to Landscape Architect for review and written approval.
- D. Submit two (2) samples of shredded hardwood bark mulch, erosion control blankets, and all other products and materials as specified on plans to Landscape Architect for review and written approval.
- E. Nursery planting lists indicating the species and quantities of material installed must be provided to the Owner and/or Municipality upon request.

1.4 JOB CONDITIONS

- A. Examine and evaluate grades, soils and water levels. Observe the conditions under which work is to be performed and notify Landscape Architect of unsatisfactory conditions. Do not proceed until the work unit/unsatisfactory conditions have been corrected in an acceptable manner.
- B. Utilities: Review underground utility location maps and plans; notify local utility location services; determine an accurate utility location; and certify acceptance of liability for the protection of utilities during course of work. Contractor shall be responsible for any damage to utilities or persons.
- C. Protection: When conditions detrimental to plant growth are encountered such as rubble fill, adverse drainage conditions or obstructions, notify Landscape Architect before planting.

1.5 GUARANTEES

- A. Guarantee seeded and sodded areas through the specified maintenance period and until final acceptance.
- B. Guarantee trees, shrubs, and perennials for a period of one year after date of acceptance against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others or unusual phenomena or incidents which are beyond Landscape Architect's control.
- C. Native Planting Area Performance Standards: Stormwater Basins (National Mitigation Facility)

Within three (3) months of seed installation, the total vegetative cover in all areas seeded with cover crop shall be greater to or equal than seventy-five percent (75%) as measured by general visual assessment. If seed installation is completed in the fall, this standard shall be met by June 1st of the following year.

Within the 5-year monitoring period, the following criteria must be met:

1. Emergent and wet meadow areas shall meet the definition of wetland and support a dominance of hydrophytic vegetation.
2. No more than 10% of native area shall allow non-native/invasive to become established on the site and/or allowed to colonize as a monoculture. These species include, but are not limited to: *Reynoldsia* (Asteraceae spp.), *Hemlock* (Ericaceae spp.), *Forsythia* (Rosaceae spp.), *Salix* (Salicaceae spp.), *Cottonwood* (Populus deltoides), *Bur Elder* (Asteraceae spp.), *Sandbar Willow* (Salicaceae spp.), *Barnyard Grass* (Echinochloa crusgalli), etc.
3. A. Cattle colonization in new planting shall be limited 50% due to prevalence of cattle in the preserved wetland.
4. All vegetated areas, including the Buffer, within any Wetland Mitigation Facility shall achieve fifty five percent (55%) cover, with the following exceptions:
 - a. The emergent Plant Community shall achieve sixty percent (60%) aerial coverage;
 - b. The Floating vascular Plant Community shall meet twenty-five percent (25%) aerial coverage and
 - c. Open Water shall have zero percent (0%) vegetative coverage.
4. There shall be no areas greater than 0.25m² that are devoid of vegetation.
5. There shall be no rills or gullies present throughout the project area.
6. The following Floristic Quality Index (FQI) standards shall be achieved for all planted native areas:
 - a. Based on the results of the mander survey, the goal is to have the Native Mean C-value increase each successive year after planting.
 - b. Based on the mander survey, the goal is to have the Native FQI increase each successive year.
 - c. By the end of the third-fifth growing season, the native area shall achieve or exceed a C-value of 2.0 and FQI of 10 as per Section III-A.3.3 of the County Ordinance.

LANDSCAPE WORK PART 2 - PLANT MATERIALS

2.1 LAWN SOG

Provide strongly rooted sod, not less than two (2) years old and free of weeds and undesirable native grasses. Provide only sod capable of growth and development when planted (viable, not dormant) and in strips not more than 18" wide x 4' long. Provide sod composed of a 5-way blend of Kentucky Bluegrass such as Midnight, Atlas, Vire, Washington, Liberty.

2.2 LAWN SEED MIXTURE

Grass Seed: Provide fresh, clean, new crop seed complying with the tolerance for purity and germination established by the Official Seed Analysis of North America. Provide seed of the grass species, percentages and maximum percentage of weed seed, as specified.

- A. Lawn Seed Mixture - 5 lbs. / 1,000 sq. ft.
- | | |
|-----|----------------------------|
| 50% | Kentucky Bluegrass |
| 15% | Older Perennial Ryegrass |
| 10% | Spartan Hard Fescue |
| 10% | Eden Perennial Ryegrass |
| 10% | Elmer's Perennial Ryegrass |
| 15% | Perennial Cocksfoot |
- B. Temporary Lawn Seed Mixture - 5 lbs. / 1,000 sq. ft.
- | | |
|-----|--------------------|
| 40% | Kentucky Bluegrass |
| 10% | Perennial Ryegrass |
| 20% | Annual Ryegrass |

2.3 NATIVE PLANTING MIXTURES

Provide fresh, clean, new crop of the species and proportions as specified. Native seed and live plant material shall be obtained from a reputable source (approved by Landscape Architect) that has collected from sources east of the Mississippi River within the same EPA Level III Ecoregion as the project site (Central Corn Belt Plains). Any material sourced from outside this ecoregion must be approved by the Landscape Architect prior to installation.

For each species, the amount of seed indicated on the specifications shall mean the total amount of pure live seed (PLS) per acre. Seed tags and PLS testing information shall be provided to the Landscape Architect prior to seeding.

It is the sole responsibility of the Native Landscape Contractor to provide approved seed that meets industry-standard PLS requirements.

2.4 GRASSCOVERS, PERENNIALS AND ANNUALS

Provide plants established and well-rooted in removable containers or integral peat pots and with not less than the minimum number and length of runners required by ANSI Z601 for the pot size shown or listed.

2.5 TREES AND SHRUBS

- A. Name and Variety: Provide nursery grown plant material true to name and variety.
- B. Quality: Provide trees, shrubs and other plants complying with the recommendations and requirements of ANSI Z601 "Standard for Nursery Stock" and as further specified.
- C. Deciduous Trees: Provide trees of height and caliper listed on shown and with branching configuration recommended by ANSI Z601 for type and species required. Provide single stem trees except where special forms are shown or listed. Provide balled and burlapped (BBB) deciduous trees.
- D. Deciduous Shrubs: Provide shrubs of the height shown or listed and with not less than the minimum number of cones required by ANSI Z601 for the type and height of shrub required. Provide balled and burlapped (BBB) deciduous shrubs.
- E. Coniferous Evergreen: Provide evergreens of the sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and height for other types. Provide quality evergreen plants meeting the minimum standards for quality and requirements for other site relationships to the primary dimension shown. Provide balled and burlapped (BBB) evergreen plants.
- F. Inspection: All plants shall be subject to inspection and review at the place of growth or upon delivery and conformity to specification requirements as to quality, right of inspection and rejection shall be primary at the site or during the progress of the work for size and condition of bolls or roots, diseases, insects and latent defects or injuries. Rejected plants shall be removed immediately from the site.

2.6 PLANTING SOG MIXTURE

Provide planting soil mixture consisting of clean uncompacted topsoil (stockpiled at site) for all planting pits and coverings. The soil mixture shall be conditioned based on any recommendations resulting from the soil test in 1.3.C.

2.7 EROSION CONTROL

- A. Lawn Seed Areas Erosion Control Blanket: North American Green D876, or equivalent approved equal.
- B. Native Areas Erosion Control Blanket: North American Green S100, or equivalent approved equal.
- C. Shrubbery and Stopped Barn Areas Erosion Control Blanket: North American Green SC50, or approved equal. To be installed per manufacturer's recommendations.
- D. Refer to latest Engineering & Erosion Control Plans for any area to receive permanent or long-term blanket installation.

2.8 MULCH

Provide mulch consisting of shredded hardwood. Provide sample to Landscape Architect for approval prior to ordering materials.

LANDSCAPE WORK PART 3 - EXECUTION

3.1 PLANTING SCHEDULE

At least thirty (30) days prior to the beginning of work in each area, submit a planting schedule for approval by the Landscape Architect.

3.2 PLANTINGS

- A. Sodding New Lawns
1. Remove existing grass, vegetation and turf. Dispose of such material legally off-site, do not turn over into soil being prepared for lawn.
 2. Till to a depth of not less than 6"; apply soil amendments as needed; remove high areas and fill in depressions; till soil to a homogeneous mixture of fine texture; remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
 3. Sodded areas shall receive an application of commercial fertilizer at the rate of 10 lbs. per 1,000 sq. ft. and shall have an analysis of 16-8-8.
 4. Lay sod within 24 hours from time of striping.
 5. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips do not overlap. Stagger joints to offset joints in adjacent courses. Work from borders to avoid damage to adjacent sod laid. Tamp or roll lightly to ensure contact with subgrade. Work affected soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent areas.
 6. Water sod thoroughly with a fine spray immediately after planting.
- B. Seeding New Lawns
1. Remove existing grass, vegetation and turf. Dispose of such material legally off-site. Do not turn over into soil being prepared for lawn.
 2. Till to a depth of not less than 6"; apply soil amendments; remove high areas and fill in depressions; till soil to a homogeneous mixture of fine texture; remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
 3. Seeded lawn areas shall receive an application of commercial fertilizer at the rate of 5 lbs. per 1,000 sq. ft. and shall be 8-24-24. Fertilizer shall be uniformly spread and mixed into the soil to a depth of 2 inches.
 4. Do not use wet seed which is moldy or otherwise damaged in transit or storage.
 5. Sow seed using a spreader or seeding machine. Do not seed when wind velocity exceeds five (5) miles per hour. Distribute seed evenly over entire area by seating equal quantity in two directions at right angles to each other.
 6. Sow not less than specified rate.
 7. Rake lawn seed lightly into top 1" of soil, roll lightly and water with a fine spray.
- C. Seeding Native Areas
1. The period for planting prairie seed shall be from April 1 to May 15 or November 1 to just before the first frost. Seeding outside of these timeframes must be approved by the Landscape Architect. Native seed planted outside of specified timeframes must have at least 60 days of growth prior to frost. Dormant seeding in winter is possible if soil conditions allow.
 2. The General Contractor and Native Landscape Contractor shall be responsible for performing all work necessary to achieve and maintain an acceptable seedbed prior to planting. All areas must be properly prepared before seeding begins. Equipment, bearing low unit pressure ground contact shall be utilized within the planting areas.
 3. If present, compacted soils shall be drilled or rolled prior to seeding. Remedial measures for the areas may, at the discretion of the landscape contractor, involve ripping from 12 to 18 inches of the soil horizon prior to seeding.

4. Prior to seeding, planting areas shall have at least twelve inches of clean un-compacted topsoil. Current and/or previous year's debris, roots and other extraneous matter shall be removed and disposed of legally off-site.

5. Granular inorganic herbicides shall be installed with the seed mix at a rate of 40lbs/acre. Inorganic can be banded under seed, worked into soil or added to spray tanks. Native areas shall not be sprayed with herbicides prior to seeding.

6. Contractor shall be solely responsible for the proper handling and storage of the seed according to the best seed handling and storage practices, including fungicide treatments and stratification considerations. Owner shall make no compensation for damage to the seed because of improper storage, cleaning, freezing, or screening operations.

7. Except where site conditions preclude their use, seeding shall be performed using a Truax or Truax Trillion seeder, or comparable seeder designed specifically for installation of native seed. For areas where site conditions preclude the use of specialized equipment, seed may be installed through hand broadcasting and followed by light raking. Hand broadcast seed shall be sown at twice the specified rate. Other methods of seed installation may be used with prior approval from the Landscape Architect.

8. Prior to starting work, all seed/equipment shall be calibrated and adjusted to sow seeds at the proper seeding rate. In general, the optimum seeding depth is 0.25 inch below the soil surface. Areas where the seed has not been incorporated into the soil to the proper depth will not be accepted, and no compensation for materials or labor for the rejected work will be made by the Owner.

9. Seeding and soil tracking/finishing shall not be done during periods of rain, severe drought, high winds, excessive moisture, frozen ground, or other conditions that preclude satisfactory results.

10. Wet meadow and emergent areas shall be planted, and seed allowed to germinate (if possible), prior to flooding with significant amounts of water. Any areas of significant permanent water located within the planting area will receive live plugs in lieu of seed.

11. After the seeding operation is completed, install erosion control blanket per manufacturer's specifications.

12. Emergent plugs shall be planted in natural groupings within designated areas containing scattered sedges or arbutus inundation. Plants within groupings shall be planted at 2 foot centers.

13. Emergent plugs shall not be planted less than the specified rate and shall be surrounded with grass seedlings surrounding all natural groupings of plugs.

E. Grasscover and Perennial Beds

Grasscover, perennials, and annuals shall be planted in continuous beds of planting soil mixture a minimum of 8' deep. Install per spacing indicated on plan.

F. Trees and Shrubs

1. Set balled and burlapped (BBB) stock plants and in center of pit or trench with top of ball at elevation indicated on plan. Firm loose fine material around backfill and mulching. Remove burrs from top and sides of balls; retain on bottom; when set, place additional backfill around top and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly using running stream of backfill. Backfill until no more is observed. Water again after placing final layer of backfill.
2. Drain top of backfill to allow for mulching. Provide additional backfill berm around edge of excavations to form shallow saucer to collect water.
3. Pullin pits, trenches and planted areas. Provide not less than 2" thickness of mulch and work top of backfill and finish level with adjacent finish grade. Traction exposed, roll flat at all times.
4. Prune any injured or dead branches from flowering trees, if any. Protect critical leader of tree during shipping and pruning operation. Prune shrubs to retain natural character in accordance with standard horticultural practices.
5. Remove and replace excessively pruned or ill-formed stock resulting from improper pruning.

6. The Contractor shall be wholly responsible for ensuring that all trees are planted in a vertical and plumb position and remain so throughout the life of this contract and guarantee period. Trees may or may not be staked and guyed depending upon the individual preference of the Contractor; however, any bracing procedure(s) must be approved by the Owner prior to its installation.

3.3 INITIAL MAINTENANCE

- A. Begin maintenance immediately after planting, continuing until final acceptance. A minimum of thirty (30) days.
- B. Maintain planted and seeded areas by watering, rolling/grading, replanting and implementing erosion control as required to establish vegetation free of eroded or bare areas.
- C. Highlands Fescue and Native Planting areas are to be mowed only once per spring during the initial three year establishment period.

3.4 NATIVE LANDSCAPED AREAS CONTINUED MONITORING & MAINTENANCE

A. Native Area Performance Standards: Stormwater Basins (National Mitigation Facility)

As no time throughout management activities shall aggressive native species, non-native species, nor invasive/exotic species be allowed to become established on the site and/or allowed to colonize. These species include, but are not limited to: *Reynoldsia* (Asteraceae spp.), *Hemlock* (Ericaceae spp.), *Forsythia* (Rosaceae spp.), *Salix* (Salicaceae spp.), *Cottonwood* (Populus deltoides), *Bur Elder* (Asteraceae spp.), *Sandbar Willow* (Salicaceae spp.), *Barnyard Grass* (Echinochloa crusgalli), etc.

Within three (3) months of seed installation, the total vegetative cover in all areas seeded with cover crop shall be greater to or equal than seventy-five percent (75%) as measured by general visual assessment. If seed installation is completed in the fall, this standard shall be met by June 1st of the following year.

6. Full Growing Season: 25% of the native species installed via seed shall be alive and apparent. None of the dominant species within the seeded areas shall be invasive/exotic species. At least 60% of any live native herbaceous plant material installed in the emergent area shall be alive and in vigorous condition.

2nd Full Growing Season: 50% of the native species installed via seed shall be alive and apparent. Native cover shall be at least 50%, but shall not be dominated by aggressive native species.

3rd -5th Full Growing Season: In addition to fulfilling the above, for each planting zone, 85% of the native species installed via seed shall be alive and apparent. None of the dominant species within the planting area(s) shall be non-native or invasive/exotic species. There shall be no areas greater than 0.25m² that are devoid of vegetation.

There shall be no rills or gullies present throughout the project area.

The following Floristic Quality Index (FQI) standards shall be achieved for all planted native areas:

- a) Based on the results of the mander survey, the goal is to have the Native Mean C-value increase each successive year after planting.
- b) Based on the mander survey, the goal is to have the Native FQI increase each successive year.
- c) By the end of the third-fifth growing season, the native area shall achieve or exceed a C-value of 2.0 and FQI of 10 as per Section III-A.3.3 of the County Ordinance.

B. Monitoring

The Owner shall notify the Municipality upon completion of plantings. The Owner's Environmental Specialist shall inspect the plantings and provide the Municipality with a copy of the planting locations, species, and quantities for verification.

The Owner's Environmental Specialist shall inspect the plantings at least twice per year during the three-year term of the Establishment and Maintenance Cash Band or Letter of Credit, to determine compliance with the minimum annual performance criteria (See 1.5.C.3.4). A monitoring report will be provided to the Municipality by January 31st following each inspection.

C. Maintenance

First Season

With the exception of the emergent area, native seeding areas should be mowed to a height of 6" to control annual and invasive species early in the growing season. Mowing, including weed whacking, should be conducted during prior to weed seed production. Mowing height and timing may need to be adjusted per target species. Small quantities of undesirable plant species, shall be controlled by hand pulling prior to the development and maturity of the plant. Mow removal shall include the removal of all above-ground and below-ground stems, roots and flower masses prior to development of seeds. Herbicide should be applied as necessary by a trained and licensed operator that is competent in the identification of native and non-native herbaceous plants. Debris and litter shall be removed from the native area and storm structures shall be inspected and maintained as necessary.

Second Season

Control of undesirable plant species during the second growing season shall consist primarily of precise herbicide application. Mowing and weed whacking shall be conducted as needed during the early growing season and as needed to a height of 6" to 8 inches to prevent annual weeds from producing seed. Debris and litter shall be removed from the native area and storm structures shall be inspected and maintained as necessary.

Third Year

Seasonal mowing and herbicide will continue as above but should be reduced over time. Debris and litter shall be removed from the native area and storm structures shall be inspected and maintained as necessary.

Long Term Wetland and Prairie Management/Maintenance

A final compliance report and Long-Term Operation and Maintenance Plan shall be submitted by the Developer/Owner's Environmental Specialist no less than 60 days prior to the expiration of any landscape Cash Band or Letter of Credit posted for the native area. Final acceptance and release shall be determined by the County/Municipality/LBACE upon inspection of the site to verify compliance.

The Long-Term Operation and Maintenance Plan shall be written to include guidelines and schedules for burning, mowing, application of herbicide, debris/litter removal and inspection schedule for storm structures and sediment removal.

3.5 CLEAN UP AND PROTECTION

- A. During landscape work, store materials and equipment where directed. Keep pavements clean and work areas and adjoining areas in an orderly condition.
- B. Protect landscape work and materials from damage due to landscape operations, operations by other trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed by Landscape Architect.

3.6 INSPECTION AND ACCEPTANCE

- A. The Landscape Architect reserves the right to inspect seeds, plants, trees and shrubs at other at place of growth or at site before planting for compliance with requirements for name, variety, size, quantity, quality and mix proportion.
- B. Supply written affidavit certifying composition of seed mixtures and integrity of plant materials with respect to species, variety and source.
- C. Notify the Landscape Architect within five (5) days after completing initial and/or supplemental plantings in each area.
- D. When the landscape work is completed, including maintenance, the Landscape Architect will, upon request, make a final inspection to determine acceptability. After final acceptance, the Owner will be responsible for maintenance.

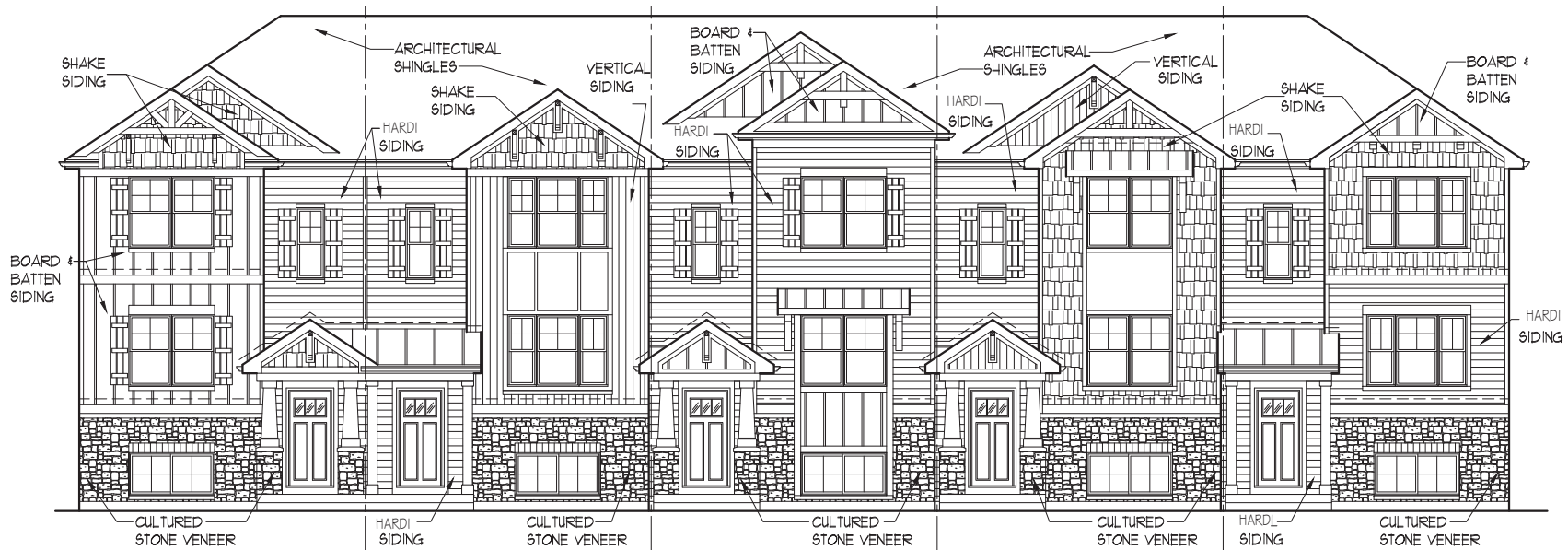


CHARLESTOWNE LAKES
ST. CHARLES, ILLINOIS
LANDSCAPE SPECIFICATIONS

3	5.13.2022
2	3.24.2022
1	2.24.2022

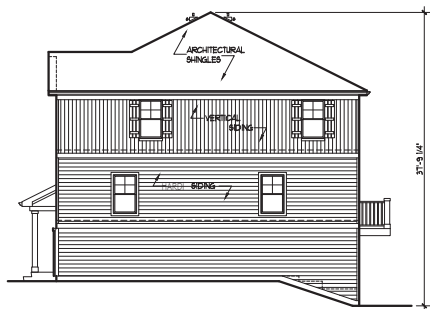
REVISIONS

DATE	12.03.2021
PROJECT NO.	DRP0061
DRAWN	JLT
CHECKED	MGH
SHEET NO.	



FRONT ELEVATION - 5 UNIT BUILDING

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



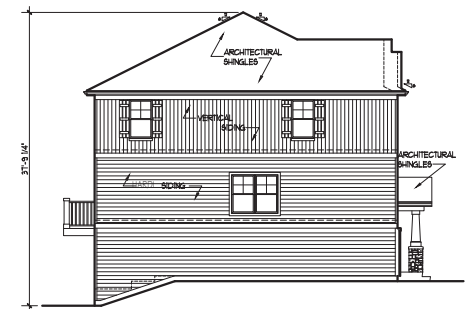
TYPICAL RIGHT ELEVATION

SCALE: 1/16"=1'-0"



TYPICAL REAR ELEVATION

SCALE: 1/16"=1'-0"

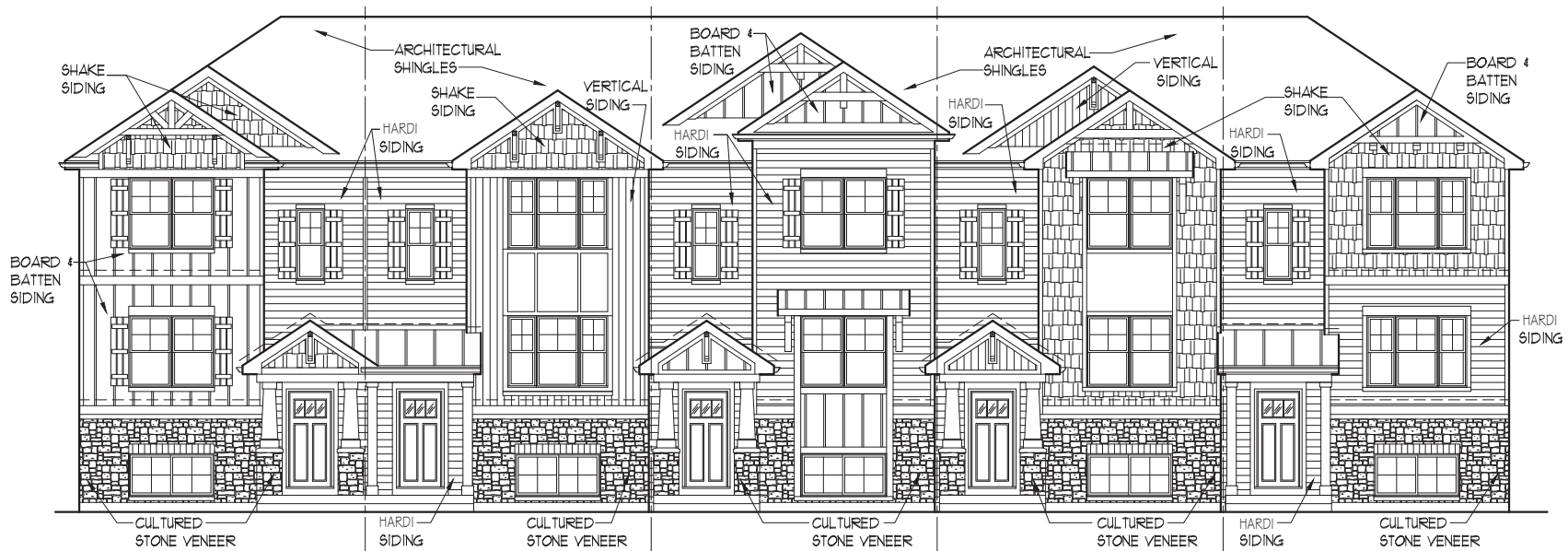


TYPICAL LEFT ELEVATION

SCALE: 1/16"=1'-0"

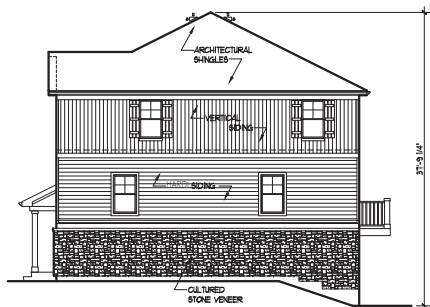
5 UNIT BUILDING SEABOARD SERIES

CHARLESTOWNE LAKE
ST. CHARLES, IL



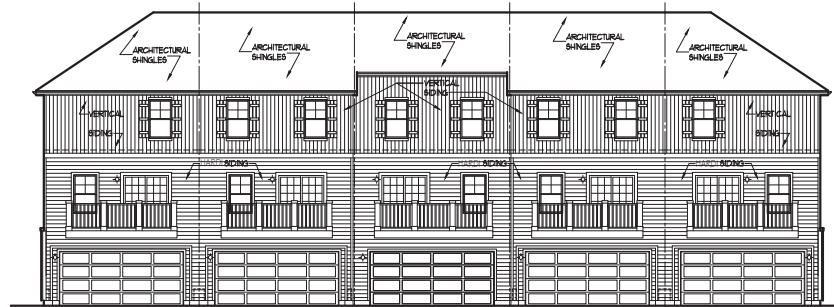
FRONT ELEVATION - 5 UNIT BUILDING

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



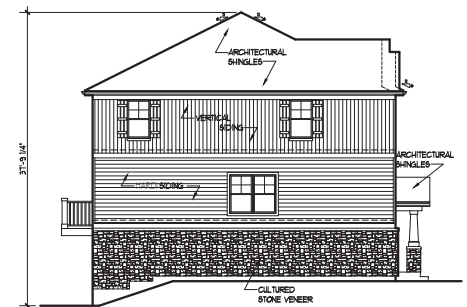
TYPICAL RIGHT ELEVATION

SCALE: 1/16"=1'-0"



TYPICAL REAR ELEVATION

SCALE: 1/16"=1'-0"

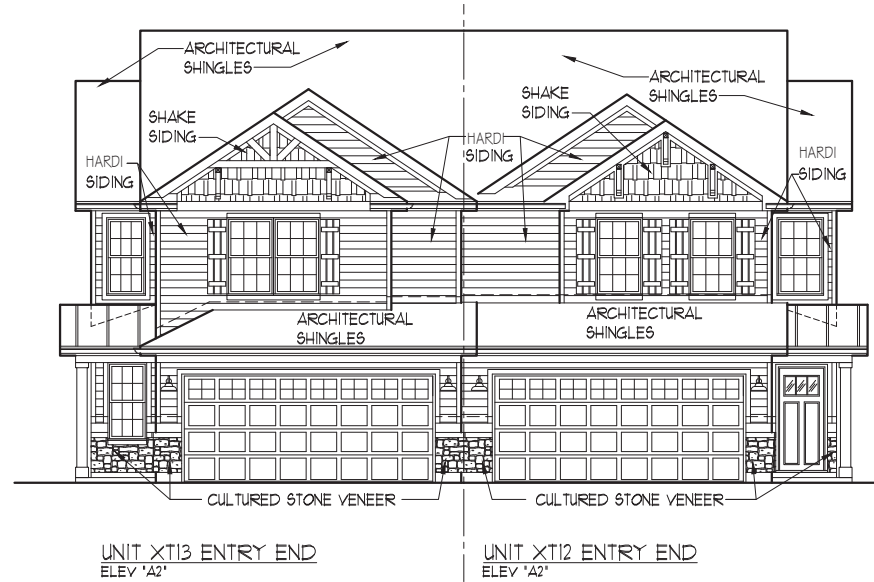


TYPICAL LEFT ELEVATION

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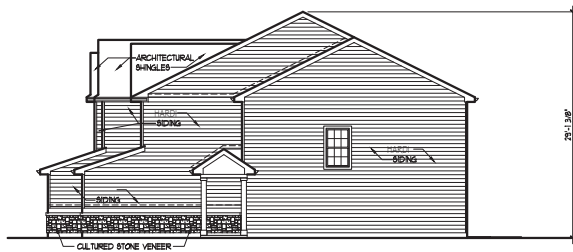
5 UNIT BUILDING-KEY LOT SEABOARD SERIES

CHARLESTOWNE LAKE
ST. CHARLES, IL



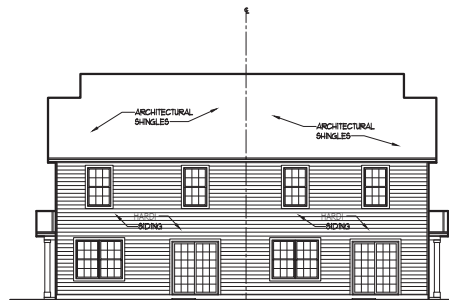
FRONT ELEVATION

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



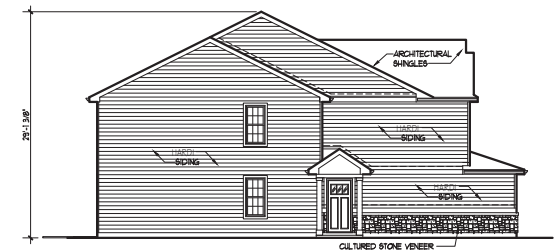
TYPICAL RIGHT ELEVATION

SCALE: 1/16"=1'-0"



TYPICAL REAR ELEVATION

SCALE: 1/16"=1'-0"

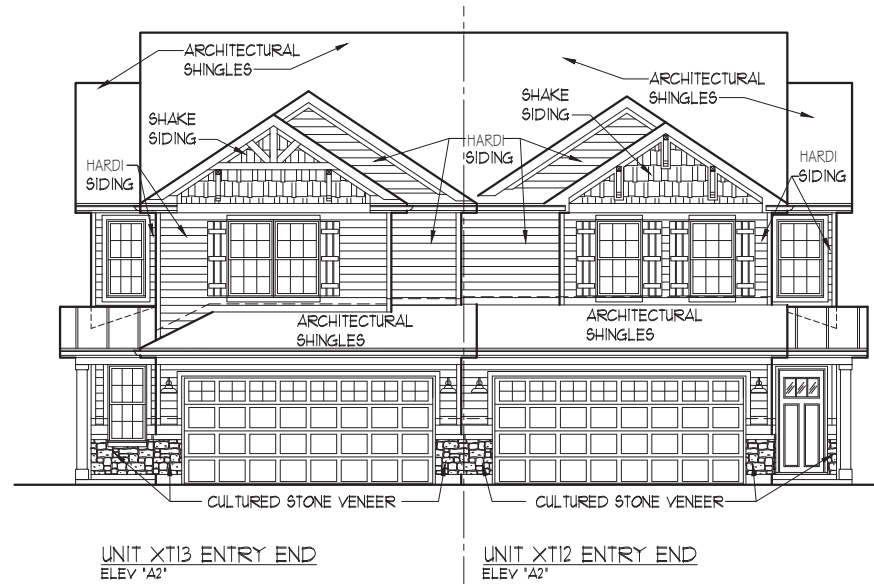


TYPICAL LEFT ELEVATION

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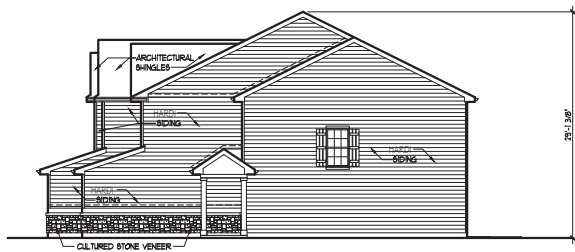
XT13-XT12 DUPLEX BUCKINGHAM SERIES

CHARLESTOWNE LAKE
ST. CHARLES, IL



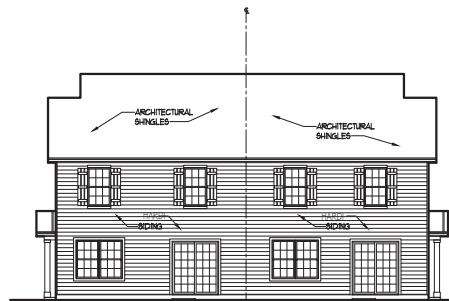
FRONT ELEVATION

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



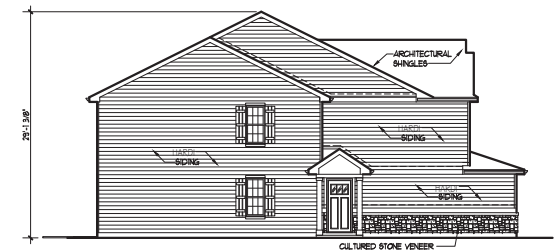
TYPICAL RIGHT ELEVATION

SCALE: 1/16"=1'-0"



TYPICAL REAR ELEVATION

SCALE: 1/16"=1'-0"



TYPICAL LEFT ELEVATION

SCALE: 1/16"=1'-0"

XT13-XT12 DUPLEX-KEY LOT BUCKINGHAM SERIES

CHARLESTOWNE LAKE
ST. CHARLES, IL

EXHIBIT “E”

PUD DEVIATIONS

Ch. 17.12 Residential Districts	
Minimum Lot Area 17.12.030, Table 17.12-2 – RM-2 District	980 sq. ft. minimum (townhouse lots), as shown on the Preliminary Plat of Subdivision.
Minimum Lot Width 17.12.030, Table 17.12-2 – RM-2 District	20 ft. (townhouse lots), as shown on the Preliminary Plat of Subdivision.
Minimum Front Yard 17.12.030, Table 17.12-2 – RM-2 District	25 ft. (townhouses from King Edward Ave.), as shown on the PUD Preliminary Plan.
Minimum Exterior Side Yard 17.12.030, Table 17.12-2 – RM-2 District	20 ft. (townhouses from King Edward Ave.), as shown on the PUD Preliminary Plan.
Minimum Interior Side Yard 17.12.030, Table 17.12-2 – RM-2 District	0 ft. (townhouses; 20 ft. between townhouse buildings), as shown on the PUD Preliminary Plan.
Ch. 17.06 Design Review Standards & Guidelines	
Townhouse Private Yards 17.06.050.A.3	A private yard of at least 200 sq. ft. in area shall not be required for each townhouse unit. Common open space shall be provided as depicted on the PUD Preliminary Plan.
Number of Attached Townhome Units 17.06.050.A.4	No more than 6 townhouse units may be attached to one another in a row.
Uniform Materials 17.06.050.F. 3	Building materials shall be as depicted on the Building Elevations. Stone veneer to be wrapped around townhome building sides on Key Lots as identified on Exhibit “G”.
Ch. 17.24 Off-Street Parking, Loading & Access	
Location in Residential Districts 17.24.060.A	Required parking facilities for the townhouse units shall be located immediately adjacent to the townhouse units on the common lots.
Parking Yard Coverage 17.24.070.A.1	One driveway of 18 ft. wide shall be permitted per two-family unit (two 18 ft. wide driveways per two-family lot).
Ch. 17.26 Landscaping & Screening	
Public Street Frontage Landscaping 17.26.090	Street frontage landscaping shall not be required along local streets (internal public streets on the west side of the development). Landscaping shall be provided as depicted on the PUD Preliminary Plan.
Ch. 17.28 Signs	
Entryway Signs for Residential Development 17.28.050, Table 17.28-1 – Residential Districts	A total of 4 entryway signs shall be permitted; two monument signs at the Foxfield Dr. entrance and two monument piers at the eastern entrance.

EXHIBIT “F”

ADDITIONAL CODE DEPARTURES

City Code Title 16 – Subdivisions & Land Improvement	
Block Standards 16.08.030	Maximum length of western block shall be 1,927' as depicted on the PUD Preliminary Plan (buildings 1-23, 18-19), with one pedestrian way between Lots 10 & 11.
Easements 16.08.060.A	Minimum 5' wide perimeter utility and drainage easement shall be provided along the side lot line of a two-family lot which abuts the side lot line of another two-family lot, for a total easement width of 10 ft.
City of St. Charles Engineering Design & Inspection Policy Manual	
Minimum Horizontal Centerline Radius – Residential Local Street Section IV.A.2	90 ft.
Minimum Horizontal Centerline Radius – Residential Collector Street Section IV.A.2	275 ft.
Fire Code	
Fire Suppression – Egress R-311.2	A single egress door at ground level shall be permitted for townhouse units, with an area of refuge provided via the rear deck.

EXHIBIT “G”

KEY LOTS
(1 page)



State of Illinois)
) ss.
Counties of Kane and DuPage)

Certificate

I, NANCY GARRISON, certify that I am the duly elected and acting Municipal City Clerk of the City of St. Charles, Kane and DuPage Counties, Illinois.

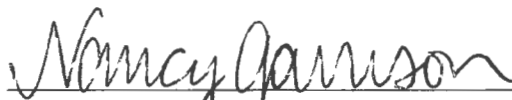
I further certify that on **June 6, 2022** the Corporate Authorities of such municipality passed and approved Ordinance No. **2022-Z-12** entitled:

An Ordinance Granting Approval of a Map Amendment, Special Use for Planned Unit Development and PUD Preliminary Plan for Charlestowne Lakes

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No 2022-Z-12, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on **June 13, 2022**, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

DATED at St. Charles, Illinois, this **6th** day of **June 2022**.


Municipal Clerk

(S E A L)



From: GLENN, JOHN <JOHN.GLENN@cbexchange.com>

Sent: Sunday, February 26, 2023 1:36 PM

To: CD <cd@stcharlesil.gov>

Subject: Charlestowne Lakes -- Developer's Building Height Increase Request

I was not able to attend the recent March 22 Plan Commission meeting when the subject topic was addressed, so I have no idea what the commission's recommendation to City Council is.

However, I do want to support the slightly higher front elevation, which provides for a full height lower level throughout, without an English basement at the front. It seems to be only about a 9% increase, about 3 feet to about 37.5 feet..

Having shown and sold or rented many townhomes in towns across the western suburbs during my career in real estate, this "Chicago style" townhome is very popular.

In my opinion -- based on the many homes I have been inside -- the revised design is far preferable. It allows for a more useful and livable interior layout -- and as such, also might increase the future market value of the homes.


The slight increase in height will be barely noticed when driving by, and it also provides a more appealing and imposing front elevation as you walk by. I see this as an enhancement rather than a detriment which is important to the community where I live locally. However, this is my personal opinion and others may differ.

Cordially,

John Glenn

820 King Henry Lane

St Charles, IL 60174

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4g
	Title:	Plan Commission recommendation to approve a PUD Preliminary Plan and Minor Subdivision Final Plat for McGrath Kia (McGrath Business Center PUD).	
	Presenter:	Ellen Johnson	
Meeting: Planning & Development Committee Date: March 13, 2023			
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Pheasant Run TIF			
Executive Summary (if not budgeted, please explain): <p>The McGrath Business Center PUD was established under Ord. 2021-Z-3 to facilitate redevelopment of the former Pheasant Run Mega Center property. McGrath Honda was recently completed as Phase 1 of three planned buildings.</p> <p>4075 E Main LLC & 4085 E Main LLC, represented by Christopher McGrath, have filed an application for PUD Preliminary Plan proposing to construct a Kia dealership directly east of McGrath Honda. The plans are consistent with the approved PUD Sketch Plan. A Final Plat of Subdivision has also been submitted for approval. Details of the proposal:</p> <ul style="list-style-type: none"> • Subdivide the property into two lots: Lot 1 for McGrath Honda and Lot 2 for McGrath Kia. • Develop a 41,100 sf Kia dealership on Lot 2. • Customer and display parking along E Main St., with display parking also east of the building and service parking to the rear. • Two right-in/right-out driveways on E Main St. Full access at the Pheasant Run Dr. signaled intersection. • Stormwater detention at the south end of the property. <p>Plan Commission Recommendation – Plan Commission reviewed the PUD Preliminary Plan and Final Plat of Subdivision on 3/7/23 and voted 6-0 to recommend approval subject to resolution of staff comments.</p> <p>The Staff Report has been updated to reflect the applicant’s responses to the outstanding staff comments.</p>			
Attachments (please list): Plan Commission Resolution, Staff Report, Applications, Plans, PUD Ord. 2021-Z-3			
Recommendation/Suggested Action (briefly explain): Plan Commission recommendation to approve a PUD Preliminary Plan and Minor Subdivision Final Plat for McGrath Kia (McGrath Business Center PUD).			

City of St. Charles, Illinois
Plan Commission Resolution No. 2-2023

A Resolution Recommending Approval of a PUD Preliminary Plan for McGrath Kia, Phase 2 of the McGrath Business Center PUD, and Final Plat of Subdivision (Minor Subdivision) for McGrath Commerce Center Subdivision (4075 E. Main, LLC & 4085 E. Main, LLC)

Passed by Plan Commission on March 7, 2023

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

WHEREAS, the Plan Commission has reviewed the PUD Preliminary Plan for McGrath Kia, Phase 2 of the McGrath Business Center PUD, and the Final Plat of Subdivision (Minor Subdivision) for McGrath Commerce Center Subdivision (4075 E. Main, LLC & 4085 E. Main, LLC); and

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

WHEREAS, the Plan Commission finds the Final Plat of Subdivision to be in conformance with the requirements of Title 16 of the City Code entitled, "Subdivisions and Land Improvement" and Title 17, Chapter 17.14-Business & Mixed-Use Districts.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to City Council approval of a PUD Preliminary Plan for McGrath Kia, Phase 2 of the McGrath Business Center PUD, and Final Plat of Subdivision (Minor Subdivision) for McGrath Commerce Center Subdivision (4075 E. Main, LLC & 4085 E. Main, LLC); contingent upon the resolution of all staff comments prior to City Council action.

Roll Call Vote:

Ayes: Moad, Hibel, Funke, Ewoldt, Rosenberg, Studebaker

Nays:


Absent: Vargulich, Wiese, Gruber

Motion carried: 6-0

PASSED, this 7th day of March 2023.

Chairman
St. Charles Plan Commission



Applicant:	4075 E Main LLC & 4085 E Main LLC	McGrath Kia
Property Owner:	Same as Applicant	
Location:	East end of former Pheasant Run property	
Purpose:	Develop a car dealership	
Applications:	<ul style="list-style-type: none"> • PUD Preliminary Plan • Minor Subdivision-Final Plat 	
Public Hearing:	Not required	
Zoning:	BR Regional Business / PUD	
Current Land Use:	Vacant	<i>Subject Property</i>
Comprehensive Plan:	Corridor/Regional Commercial & Open Space	
Summary of Proposal:	<p>The McGrath Business Center PUD Ordinance (2021) approved plans for the recently completed McGrath Honda dealership on the former Pheasant Run Mega Center property, as well as a conceptual PUD Sketch Plan for two additional dealerships.</p> <p>Proposed are preliminary plans for McGrath Kia, to be located directly east of McGrath Honda. The plans are consistent with the approved PUD Sketch Plan. A Final Plat of Subdivision has also been submitted. Details:</p> <ul style="list-style-type: none"> • Subdivide the property into two lots: Lot 1 for McGrath Honda (constructed) and Lot 2 for McGrath Kia (proposed). • Develop a 41,100 sf Kia Dealership on Lot 2. • Customer and display parking along E. Main St., with display parking also east of the building and service parking to the rear. • Two driveways off Rt. 64. • Stormwater detention at the south end of the property. 	
Info / Procedure on Application:	<p>PUD Preliminary Plan:</p> <ul style="list-style-type: none"> • Approval of plans for development of property within a PUD to ensure compliance with the PUD ordinance and applicable provisions of the Zoning Ordinance. Includes building elevations and site, landscape, and engineering plans. • A public hearing is not required for this type of application. • No findings of fact are applicable to this application. 	

- Recommendation is based on compliance with the concurrently approved Special Use for PUD standards and other city code requirements (including Zoning and Subdivision codes).

Final Plat (Minor Subdivision)

- Final Plat is the actual plat document that will be recorded with the County to formally create new lots, dedicate streets, and provide easements, etc.
- Recommendation is based on compliance with all other code requirements (including Zoning & Subdivision Codes).

Suggested Action:

Review the PUD Preliminary Plan and Final Plat of Subdivision.

A recommendation for approval should be subject to resolution of all staff comments prior to City Council action.

Staff Contact:

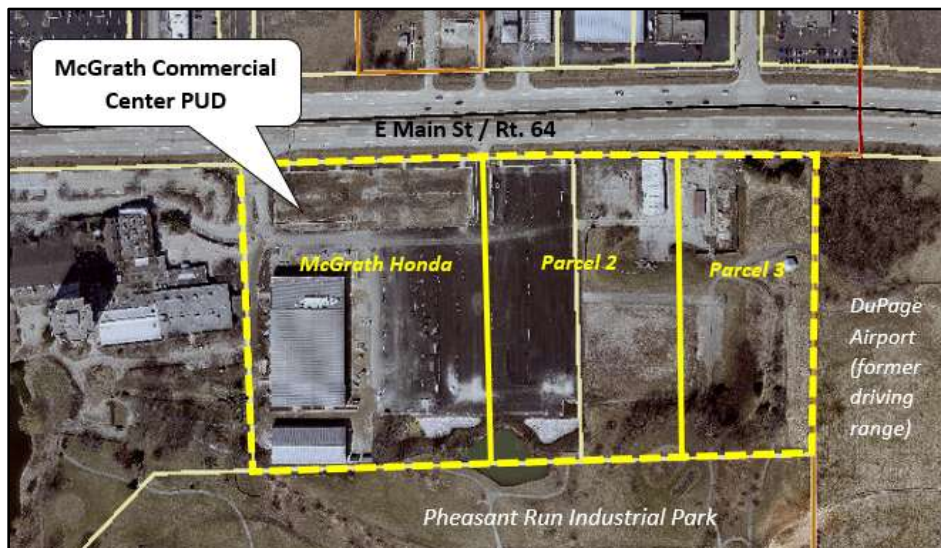
Ellen Johnson, Planner

I. PROPERTY INFORMATION

A. History / Context

The subject property is a 15.8-acre portion of the McGrath Business Center PUD, a redevelopment of a portion of the former Pheasant Run Resort complex that included the Mega Center building, parking field east of the Mega Center, and the resort/golf course maintenance facility at the far east end of the property. The subject property is owned by two LLCs which are represented by Christopher McGrath.

The McGrath Business Center PUD was approved by the City in 2021 under Ord. 2021-Z-3 “An Ordinance Granting Approval of a Special Use for Planned Unit Development and PUD Preliminary Plan for McGrath Business Center”. The ordinance approved a number of zoning deviations for development of the property. Also approved were preliminary plans for the McGrath Honda dealership at the west side of the subject property, and a PUD Sketch Plan which provided a conceptual layout of possible future development for the two parcels east of the Honda dealership. Car dealerships were contemplated; however, the PUD allows any use permitted in the underlying BR Regional Business zoning district.

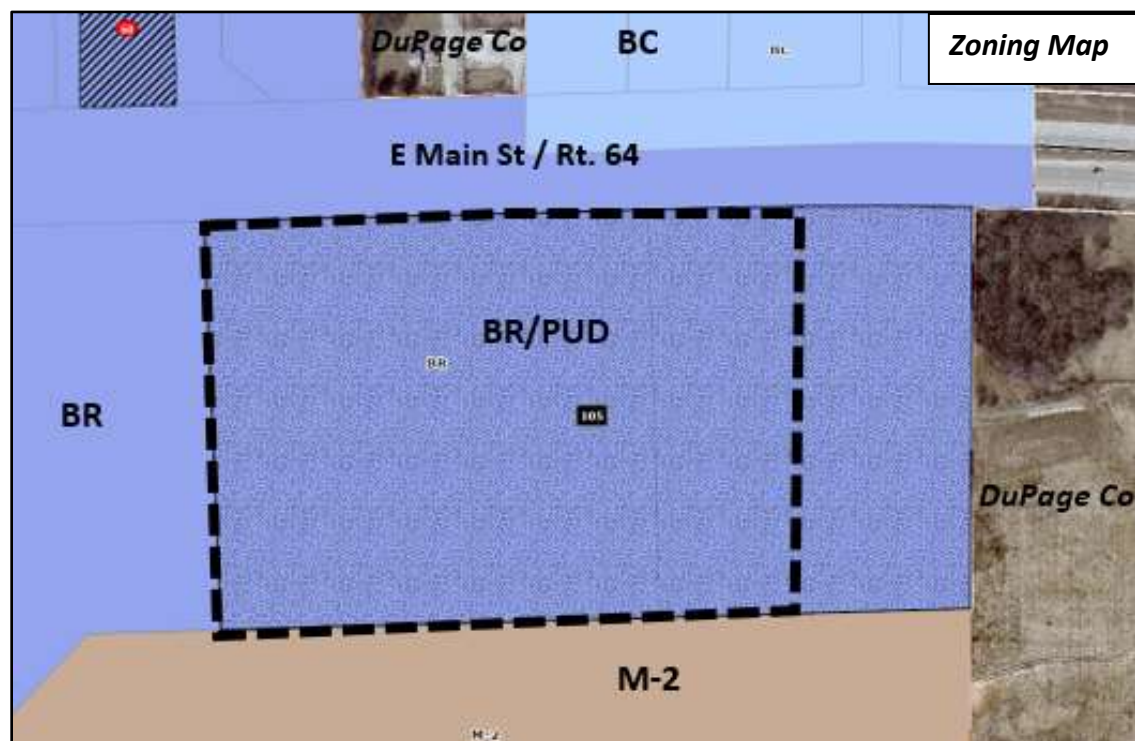


The McGrath Honda dealership was completed earlier this year and is now open. Development of the two remaining parcels necessitates City approval of a PUD Preliminary Plan for each parcel.

B. Zoning

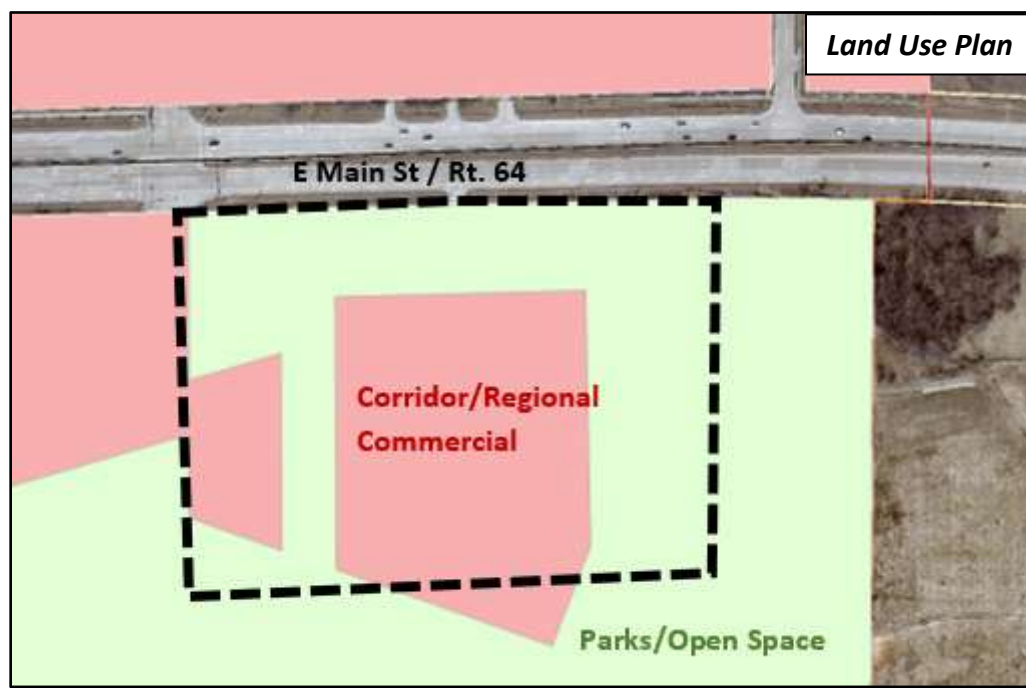
The subject property is zoned BR Regional Business and is located in the McGrath Business Center PUD. Properties to the north and west fronting E. Main St. have commercial zoning, with manufacturing to the south and DuPage Airport to the east.

	Zoning	Land Use
Subject Property	BR Regional Business / PUD	Vacant
North	BR Regional Business BC Community Business R3 Single Family (DuPage County Zoning)	Baltria Auto Dealer; Public Storage
East	A Airport (City of West Chicago Zoning)	DuPage Airport
South	M-2 Limited Manufacturing	Pheasant Run Industrial Park
West	BR Regional Business / PUD	McGrath Honda



C. Comprehensive Plan

The Land Use Plan adopted as part of the 2013 Comprehensive Plan identifies the developed portions of the former Pheasant Run resort as “Corridor/ Regional Commercial” and the Golf Course as “Open Space”.



The Corridor/Regional Business land use is described as follows:

Areas designated as corridor/regional commercial are intended to accommodate larger shopping centers and developments that serve a more regional function, drawing on customer base that extends beyond City limits. These areas often have a mix of “big box” stores, national retailers, and a “critical mass” of multiple stores and large shared parking areas. Areas designated for corridor/ regional commercial are located primarily in larger consolidated areas along the City’s heavily traveled corridors and intersections. Commercial service uses can also have an appropriate place in corridor/regional commercial areas, but must be compatible with adjacent and nearby retail and commercial shopping areas and be located as to not occupy prime retail locations.

The subject property is located at the edge of the East Gateway Sub Area, which lists the following goals and objectives:

Subarea Goals

The East Gateway subarea represents a unique opportunity for economic development, revitalization and stabilization with for a specific context within the City of St. Charles. The overall vision for the subarea includes the following:

- *Revitalization of the Subarea’s retail areas that maximizes the locational assets within this area of the City.*
- *Improved connectivity and circulation within the Subarea providing logical and efficient connections between compatible uses.*
- *Better separation of incompatible land uses to protect residential neighborhoods while at the same time help define the City’s business areas.*
- *Attractive streets and sites to distinguish this Subarea and key corridors from neighboring communities.*
- *A mix of uses that that help diversify the City’s economy and provide places to live, work, and shop.*

Subarea Objectives

- *Improve the appearance of the Kirk Road and Main Street Corridors to assist in strengthening the community's identity and appearance through installation of streetscaping, wayfinding and gateway elements.*
- *Use landscaping appropriately to enhance commercial areas, screen unsightly areas, and provide an attractive streetscape and overall setting for the area.*
- *Improve the overall connectivity and mobility within the Subarea through both public streets and internal connection to provide a predictable and navigable environment.*
- *Preserve surrounding neighborhoods through the use of screening, buffering, and better separation from commercial development.*
- *Create market-responsive development parcels that can accommodate projects of an appropriate scale and phasing over time.*
- *Take advantage of proximity to DuPage Airport and Pheasant Run as activity generators.*
- *Reposition the Charlestowne Mall site to foster its renaissance or its redevelopment.*
- *Enhance the character of both existing and new development through site improvements, facade enhancements, consistent signage regulation, and attractive building design and materials.*

II. PROPOSAL

Christopher McGrath, on behalf of property owners 4075 E. Main, LLC and 4085 E. Main, LLC is proposing to develop "Phase 2" of the McGrath Commercial Center PUD with a Kia Dealership. Details of the proposal are as follows:

- Subdivide the property into two lots: Lot 1 for McGrath Honda (constructed) and Lot 2 for McGrath Kia (proposed).
- Develop a 41,100 sf Kia Dealership on Lot 2, east of McGrath Honda.
- Customer and display parking along E. Main St., with display parking also east of the building and service parking to the rear.
- Two driveways off Rt. 64; the western drive shared with McGrath Honda (constructed); the eastern drive to be shared with the future building to the west ("Phase 3"; potential auto dealership).
- Stormwater detention at the south end of the property.

The following development applications have been submitted:

1. PUD Preliminary Plan – Plan approval required for development of property that is within a Planned Unit Development to ensure compliance with zoning and PUD standards. Includes site plan, preliminary engineering, landscape plan, and building elevations.
2. Final Plat of Subdivision (Minor Subdivision) – To subdivide the property to create new lots and establish required easements.

III. PLANNING ANALYSIS

Staff has analyzed the submitted applications and plans for conformance with the standards established in the McGrath Commercial Center PUD (Ord. 2012-Z-3) and applicable sections of the Zoning and Subdivision ordinances, including:

- Title 16 Subdivisions & Land Improvements
- Ch. 17.06 Design Review
- Ch. 17.24 Off-Street Parking

- Ch. 17.14 Commercial Districts
- Ch. 17.26 Landscaping & Screening
- Ch. 17.28 Signs

A. Proposed Use

The proposed Kia Dealership is classified as “Motor Vehicle Sales and Leasing”. This use is permitted in the McGrath Business Center PUD and the underlying BR Regional Business District. The use is defined in the Zoning Ordinance as follows:

“Motor Vehicle Sales and Leasing- An establishment licensed by the State of Illinois where the principal use is the sale or lease of new or used automobiles, trucks, vans, trailers, boats or motorcycles, or other similar motorized transportation vehicles. A Motor Vehicle Sales and Leasing establishment may maintain an inventory of the vehicles for sale or lease on-site. Secondary support uses may also exist upon the same site, such as maintenance, repair, and service areas, indoor parts storage areas, and financial services areas. Motor Vehicle Display, Outdoor, is permitted as an accessory use; Vehicle Service and Repair, Major and Minor, as defined herein, are permitted as accessory uses or as additional principal uses.”

This use was contemplated for the subject property when the McGrath Business Center PUD was approved, as indicated on the PUD Sketch Plan (Exhibit E of Ord. 2021-Z-3).

B. Bulk Standards

The table below compares the proposed plans for McGrath Kia with the bulk standards applicable to the BR District and McGrath Business Center PUD. Lot area and width information is provided for both lots proposed as part of the Plat of Subdivision. All applicable standards are met.

Category	BR District / PUD Standard	Proposed
Min. Lot Area	1 Acre	Lot 1 (Honda): 8.4 acres Lot 2 (Kia): 7.4 acres
Min. Lot Width	None	Lot 1 (Honda): 536 ft. Lot 2 (Kia): 460 ft.
Max. Building Coverage	30%	12.7%
Max. Building Height	40 ft.	30'8"
Front Yard	15 ft. parking/paving (PUD) 20 ft. building	15 ft. parking/paving 227 ft. building
Interior Side Yard	0 ft. parking/paving (PUD) 15 ft. building	West: 0 ft. parking/paving 15 ft. building East: 0 ft. parking/paving 276 ft. building
Rear Yard	0 ft. parking/paving (PUD) 10 ft. building (PUD)	103 ft. parking/paving 191 ft. building
Parking Spaces	3 per 1,000 sf of Gross Floor Area (no required spaces shall be used for	49 customer spaces 51 employee spaces 86 service spaces

	display/storage of vehicles for sale/lease); 123 spaces required	Total: 186 spaces (407 display spaces)
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Staff Comments:

- ✓ An exhibit has been provided indicating parking spaces to be reserved for customers, employees, service and vehicle display. A total of 186 non-display spaces are proposed.

C. Site Access

Access to the property is provided from IL Route 64/Main St. IL Route 64 is under the jurisdiction of the Illinois Department of Transportation. IDOT will need to review the plans and sign the Plat of Subdivision.

Full access is limited to the signalized intersection at the northwest corner of the PUD (NE of McGrath Honda). This intersection also serves as the main entrance to the remainder of the Pheasant Run Resort property and Pheasant Run Industrial Park to the south. Cross access is intended across the PUD.

A Right-in/Right-out access has been constructed between Lots 1 and 2 for access to McGrath Honda and the proposed Kia Dealership. Also proposed is a Right-in/Right-out access between Lot 2 (Kia) and future Lot 3.

The property is at the east end of the City's pedestrian circulation system. No new public sidewalks are shown; none were provided for McGrath Honda. Property to the east is part of the DuPage Airport and no sidewalks exist.

D. Landscaping

The McGrath Business Center PUD Ordinance granted a number of deviations from the landscaping requirements of Ch. 17.26 "Landscaping and Screening". The PUD allows for the design of landscaping along the public street frontage, within the parking lot, and along the building foundation for all development within the PUD to be a "design of a similar character and number of plantings" as the plans for McGrath Honda, which were approved as part of the PUD Ordinance.

The landscape plan submitted for McGrath Kia is similar to that of McGrath Honda and consistent with the PUD Sketch Plan. Plantings and trees are provided within the 15 ft. setback along Rt. 64, with planting strips along the access drives into the site. Plantings are incorporated along the north building wall. The overall landscape area for the Kia site is 17%, consistent with the 15% overall landscape area required for the PUD as a whole.

Staff Comments:

- ✓ 4 shade trees should be added along the west side of the eastern entrance drive, similar to the entrance landscaping along the driveway between Kia and Honda.
- ✓ The planting bed along the north building wall depicted on the landscape plan needs to be reflected on the site/engineering plans.

- ✓ There are a number of existing trees within the open space/detention area at the south end of the property. Existing trees to be removed vs. preserved need to be noted.
- ✓ Label all tree species along Rt 64; only 3 trees are labeled.

Applicant has agreed to comply with all Landscaping comments.

- ✓ A rendering is needed for the trash enclosure at the south end of the site. *The applicant has indicated the enclosure will consist of chain link fencing with privacy slats, similar to the approved enclosure for McGrath Honda.*

E. Building Design

Architectural elevations have been submitted for McGrath Kia, depicting a 30'8" single-story building. The front portion of the building is glass, comprised of an aluminum curtainwall system. Metal panels form the upper portion of the front façade and the backdrop to the wall signage. EIFS (Exterior Insulated Finishing System) is used for the side and rear walls. A CMU (concrete masonry unit) knee wall is incorporated on the rear elevation and the back portions of the side elevations.

The PUD Ordinance granted a deviation from the building materials standards contained in Ch. 17.06 "Design Review Standards & Guidelines", allowing for use of EIFS without limitation; use of EIFS is limited in commercial zoning districts under Ch. 17.06.

Ch. 17.06 also requires street-facing façades that exceed 100 ft. in length to incorporate recesses or projects over 20% of the façade. The proposed front façade is 140 ft. and is flat. This is consistent with the building footprint shown on the PUD Sketch Plan approved as part of the PUD Ordinance; it is therefore acceptable for the design to not incorporate recesses/projections.

Staff Comments:

- ✓ It is suggested that the applicant consider adding variation to the roofline of the front façade. Ch. 17.06 includes a guideline that roof lines should be varied every 100 ft. in building length, by a change in height or the incorporation of a focal point feature such as a dormer, gable, or projected wall feature. This is not a required standard, but rather a general guideline. *The applicant has indicated they intend to keep the roofline as-is, in accordance with building design parameters required by Kia.*
- ✓ CMU is proposed for the knee wall around a portion of the building. It is unclear what type of CMU is proposed. Smooth-face CMU is a prohibited material per the Design Standards applicable to the BR District. Textured CMU is permitted. *The applicant has indicated that textured CMU will be utilized.*

F. Signage

A rendering of the freestanding sign has been submitted. Wall signage is depicted on the building elevations. The table below compares the proposed signage with the applicable standards of Ch. 17.28 "Signs" and the PUD Ordinance.

Category	BR District / PUD Standard	Proposed
Freestanding Signs	1 per lot + 1 electronic changeable copy sign 10 ft. ROW setback 100 sf sign area 15 ft. height	1 Freestanding sign: 75.39 sf; 15 ft. height; 15 ft ROW setback 1 Electronic sign: 81 sf; 15 ft. height; 15 ft ROW setback
Wall Signs	3 wall signs on north elevation (PUD); Additional info or logo signs on other elevations Sign area: 1.5 sf per linear ft of wall on which it is located	2 wall signs on north elevation (“KIA”; “McGrath”); “Delivery” and “Service” signs on the side elevations; Sign areas appear to meet area limitations

Staff Comments:

- ✓ Two freestanding signs along Rt. 64 are indicated on the site plan. **The PUD ordinance allows one freestanding sign per lot, plus one electronic changeable copy sign. Renderings have been provided for the freestanding sign and electronic changeable copy sign.**

G. Site Lighting

A photometric plan has been submitted depicting pole and building-mounted lighting. Per Section 17.22.040 “Sight Lighting”, light intensity along the property line abutting right-of-way (Rt. 64) is limited to an average of 15 horizontal foot-candles for motor vehicle display lots. This standard is met along the Rt. 64 lot line. Light intensity along property lines abutting other commercial zoning districts is typically limited to 2.0 horizontal foot-candles. However, due to the fact that the proposed Kia dealership is adjacent to motor vehicle dealerships on both sides, an average of 15 foot-candles is acceptable. Proposed lighting levels are acceptable along the side lot lines.

Staff Comments:

- ✓ Lighting levels along the rear (south) lot line exceed the 2.0 foot-candle limitation and will need to be reduced.
- ✓ Specifications for the lighting fixtures marked on the photometric plan are needed.

Applicant has agreed to comply with these comments.

H. Plat of Subdivision

A Final Plat of Subdivision has been submitted, titled “McGrath Commerce Center Subdivision”. The area platted as part of the subdivision constitutes Lot 1 of the Pheasant Run Resort Subdivision (recorded in 2020), on which McGrath Honda was constructed, and unsubdivided land covering the former Pheasant Run maintenance facility site. Two lots are proposed:

- Lot 1 – McGrath Honda lot
 - 366,568 sf / 8.42 acres / 536 ft. of Rt. 64 frontage
- Lot 2 – McGrath Kia lot
 - 322,444 sf / 7.4 acres / 460 ft. of Rt. 64 frontage

The Plat notes public utility and access easements previously platted as part of the Pheasant Run Resort Subdivision, and a pond easement recorded separately in 2017. Also noted (shaded areas) are easements established on a separate Plat of Easement approved by City Council in August 2022. These include:

- Easements over public utilities installed as part of the McGrath Honda project.
- Perimeter utility easements along Main St. and the far east property line of the McGrath Business Center PUD, which are needed for the extended electric service to the Pheasant Run Industrial Park.
- An easement for a future City gateway sign at the NE corner of the PUD.

Staff Comments:

- ✓ It is recommended to plat the remaining eastern portion of the McGrath Business Center PUD (“Phase 3”) as part of this subdivision as Lot 3. This remaining portion (“eastern parcel”) is contemplated to be developed as a single lot in the future per the PUD Sketch Plan. If the eastern portion is not included in this subdivision, a separate Plat of Easement will be needed for the off-site easements required over that area, including a stormwater detention easement over the detention area and access easement over the common lot line between proposed Lot 2 and the eastern parcel. If the eastern parcel is included in this Plat of Subdivision, the easements can be platted on this Plat of Subdivision. *Applicant has indicated they intend to plat Phase 3 separately prior to development of that property. Staff is agreeable to this. A separate Plat of Easement over the detention area and access drive on the Phase 3 property will be required at this time.*
- ✓ It is suggested to title the subdivision, “McGrath Business Center Subdivision” to match the name of the PUD. If Parcel 3 is not incorporated into the subdivision, the title should include “Phase 1”.
- ✓ Provide Stormwater Detention Easement over the stormwater basin.
- ✓ Provide 10 ft. perimeter Public Utility and Drainage Easement along all lot lines where easements do not already exist.
- ✓ Add easement provisions for the PUDE and Stormwater Detention easements in accordance with Appendix B of Title 16.
- ✓ Add a chart identifying the easement area (in sf) within each lot, listing different easements separately.
- ✓ Cross-access easements are required along the shared entrance drives and are recommended over the E-W drive running between the lots.
- ✓ Add the total square footage/acreage for the subdivision and for each Lot to Sheet 1.
- ✓ Add the name/address of the property owner(s).
- ✓ Add a location map.
- ✓ Add the surveyor’s seal.
- ✓ Owner’s Certificate – the Jr. College district information can be removed.
- ✓ County Clerk Certificate – change the County in the first line to DuPage.
- ✓ Add the Special Flood Hazard Area Certificate.
- ✓ Add the IDOT Certificate.
- ✓ The County Recorder’s Certificate can be removed.
- ✓ It appears survey pipes are proposed at the corner of each lot where none currently exist, however label and add the required specifications: ¾” diameter pipes or ½” diameter steel rods by 18” length at the corner of each lot, at angle points, and at the ends and suitable intervals along curves.

Applicant has agreed to comply with the above listed comments on the Plat of Subdivision.

IV. DEPARTMENTAL REVIEWS**A. Engineering Review**

Engineering plans and stormwater information are under review. Stormwater detention is proposed at the south end of the property and into the parcel to the east (Phase 3 of the PUD). Detailed technical review comments will be provided to the applicant. Resolution of comments is not expected to impact the overall layout of the site.

B. Fire Dept. Review

Plans are under review by the Fire Dept. and comments will be provided to the developer.

C. Public Works

Public Works will provide technical review comments to the developer. Utility system upgrades were previously initiated to serve the Pheasant Run Resort Subdivision improvements and McGrath Honda, and which will enable utility service to McGrath Kia. These include a new electric distribution system extension under Rt. 64, watermain extension along Rt. 64, and a new sanitary lift station. The lift station is currently operating as a private lift station serving the Honda property. The City has not yet accepted ownership or operation responsibilities for the lift station and sanitary sewers connecting to the lift station. Additional users cannot connect to the system until it has been publicly accepted by the City.

V. OPTIONS FOR ACTION

Review the PUD Preliminary Plan and Final Plat of Subdivision.

Staff has found the application materials to be complete. Staff recommends the any recommendation include a condition requiring resolution of all staff comments prior to City Council action.

VI. ATTACHMENTS

- Applications for PUD Preliminary Plan & Minor Subdivision- Final Plat; received 2/23/23
- Final Plat of Subdivision
- Preliminary Plans
- **Parking Exhibit**
- Ord. 2021-Z-3 (McGrath Business Center PUD)

City of St. Charles
Community Development Division
2 E. Main Street
St. Charles, IL 60174



Phone: (630) 377-4443
Email: cd@stcharlesil.gov

PUD PRELIMINARY PLAN APPLICATION

For City Use

Project Name: McGrath Kia - McGrath Bus Ctr PUD
Project Number: 2023 -PR- 003
Cityview Project Number: PLPUD 2023 00099

Received Date
RECEIVED

FEB 23 2023

City of St. Charles
Community Development

- File this application to request approval of a PUD Preliminary Plan. Normally, this application is reviewed concurrently with an application for Special Use for PUD, unless a Special Use for PUD has previously been granted and no amendment is necessary.
- Complete the application and submit with all required attachments to the Community Development Division.
- The information you provide must be complete and accurate. If you have any questions please contact the Community Development Division.
- City staff will review the submittal for completeness and for compliance with applicable requirements. Staff will distribute the plans to other City departments for review when the application is complete.
- The PUD Preliminary Plan will be scheduled for Plan Commission review when staff has determined the plans are ready.

1. Property Information:	Location: 4075 and 4085 E. Main, St. Charles, IL	
	Parcel Number (s): 01-30-300-053 and 01-30-300-056	
	Proposed PUD Name: McGrath Business Center	
2. Applicant Information:	Name: 4075 E Main, LLC and 4085 E Main, LLC	Phone: 630-721-9500
	Address: c/o Christopher W. McGrath 2020 N. Randall Rd. Elgin, IL 60123	Email: mcgrathchris@yahoo.com
3. Record Owner Information:	Name: Same	Phone:
	Address:	Email:

4. Identify the Type of Application:

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

Subdivision:

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

5. Required Attachments:

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

- ☒ APPLICATION FEE: \$500
- ☒ REIMBURSEMENT OF FEES AGREEMENT: An original, executed Reimbursement of Fees Agreement and deposit of funds in escrow with the City, as provided by Appendix B of the Zoning Ordinance.
- ☒ REIMBURSEMENT OF FEES INITIAL DEPOSIT: Deposit of funds in escrow with the City. Required deposit is based on review items (number of applications filed) and the size of the subject property:

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

- ☒ PROOF OF OWNERSHIP: a) A current title policy report; or
b) A deed and a current title search

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

- ☒ OWNERSHIP DISCLOSURE: Use the appropriate disclosure form (attached), if the owner or applicant is a Partnership, Corporation, Trust, or LLC.
- ☐ LETTER OF AUTHORIZATION: If the property owner is not the applicant, an original letter of authorization from the property owner permitting the applicant to file the zoning application with the City of St. Charles for the subject property.
- ☒ LEGAL DESCRIPTION: For entire subject property, on 8 1/2 x 11 inch paper and Microsoft Word file.
- ☒ PLAT OF SURVEY: A current plat of survey for the subject property showing all existing improvements on the property, prepared by a registered Illinois Professional Land Surveyor.

- ☐ **SOIL AND WATER CONSERVATION DISTRICT LAND USE OPINION APPLICATION:** As required by State law, submit a Land Use Opinion application and required fee directly to the Kane-DuPage Soil and Water Conservation District. Provide a copy of completed Land Use Opinion application to the City. The Land Use Opinion application can be found on the Kane-DuPage SWCD website: <http://www.kanedupageswcd.org/>
- ☐ **ENDANGERED SPECIES REPORT:** As required by State law, file an Endangered Species Consultation Agency Action with the Illinois Department of Natural Resources. Provide a copy of the report to the City. The online Ecological Compliance Assessment Tool (EcoCAT) should be utilized: <https://dnr2.illinois.gov/EcoPublic/>
- ☐ **STORMWATER MANAGEMENT:** Written information as described in the Stormwater Management Requirements for Preliminary Plans (attached).
- ☒ **PUBLIC BENEFITS, DEPARTURES FROM CODE:** A written statement describing how the PUD meets the purposes and requirements established in Section 17.04.400 of the Zoning Ordinance. List any requests for deviations (departures) from the requirements of Title 16 "Subdivisions and Land Improvement" and Title 17 "Zoning" and provide a rationale for each requested deviation.
- ☒ **CONSTRUCTION SCHEDULE:** Indicate the following:
- Phases in which the project will be built with emphasis on area, density, use and public facilities, such as open space, to be developed with each phase. Overall design of each phase shall be shown on the Plat of Subdivision and through supporting material.
 - Approximate dates for beginning and completion of each phase.
- ☐ **PARK AND SCHOOL LAND/CASH WORKSHEETS:** *For residential developments only.* Use the attached worksheet to calculate the estimated population and student yields and resulting land/cash contributions in accordance with Title 16 of the St. Charles Municipal Code.
- ☐ **INCLUSIONARY HOUSING WORKSHEET:** *For residential developments only.* Use the attached worksheet to calculate the affordable unit requirement and indicate how the development will comply with Title 19 of the St. Charles Municipal Code.

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

Copies: Ten (10) full size copies, one (1) 11" by 17", and PDF electronic file emailed to: cd@stcharlesil.gov

- ☒ **PRELIMINARY PLAT OF SUBDIVISION / DRAWING REQUIREMENTS CHECKLIST:** If the PUD Preliminary Plan involves the subdivision of land, submit a Preliminary Plat of Subdivision that includes the information listed on the Subdivision Plat Drawing Requirements Checklist. Also submit a completed Subdivision Plat Drawing Requirements Checklist (attached).
- ☐ **PRELIMINARY ENGINEERING PLANS / DRAWING REQUIREMENTS CHECKLIST:** Plans shall include the following information. Also submit a completed Drawing Requirements Checklist- Preliminary Engineering Plans.
1. Accurate boundary lines with dimensions
 2. Existing and proposed easements: location, width, purpose
 3. Streets on and adjacent to the tract: Name and right-of-way width, center line elevation, and culverts
 4. Location, size, shape, height, and use of existing and proposed structures

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

☒ **ARCHITECTURAL PLANS:** Architectural plans and data for all principal buildings with sufficient detail to permit an understanding of the exterior appearance and architectural style of the proposed buildings, the number, size and type of dwelling units, the proposed uses of nonresidential and mixed-use buildings, total floor area and total building coverage of each building.

☐ **TREE PRESERVATION PLAN:** When required, in accordance with Ch. 8.30 of the St. Charles Municipal Code (see attached "Tree Preservation Requirements for Preliminary Plans". This information may be included as part of the Landscape Plan set.

☒ **LANDSCAPE PLAN:** Landscape Plan showing the following information:

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

☐ **SKETCH PLAN FOR LATER PHASES OF PUD:** For phased PUDs only, submit a plan that shows, at minimum, the following:

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

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

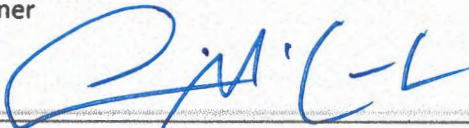
Feb. 9, 2023

^{MAIN}
4085 E. ~~Main~~, LLC and 4075 E. Main, LLC

Record Owner

Date

By:



2/9/23

Applicant or Authorized Agent

Date

Christopher W. McGrath, Manager / Agent

**NARRATIVE DESCRIPTION OF PROPOSAL FOR
FINAL PLAT APPROVAL FOR A MINOR RE-SUBDIVISION AND
PRELIMINARY PUD APPROVAL FOR LOT 2 OF THAT PLAT
FOR USE AS A KIA AUTO DEALERSHIP**

MCGRATH BUSINESS CENTER

By its ordinance # 2021-Z-3 (the “**2021 Special Use Ordinance**”), the City of St. Charles did approve a special use for PUD for the McGrath Business Center as to the 20.65 acres of land legally described therein and in this 2022 Petition (the “**Business Center Site**”). Following the enactment of the 2021 Special Use Ordinance, 4075 E Main, LLC, an Illinois limited liability company owned by Gary D. McGrath (“**4075 McGrath**”) did proceed to obtain final; OUD approval for the easterly __ acres of the Business Center Site (the “**Honda Site**”) for the development and use thereof as a Honda new and used car dealership (the “**Honda Project**”).

An affiliate of 4075 McGrath, namely , 4085 E Main, LLC, an Illinois limited liability company owned by Gary D. McGrath (“**4085 McGrath**”) did subsequently purchase the eastern-most 8.63 acres of the Business Center Site.

4075 McGrath and 4085 McGrath (together, the owners of the entire Business Center Site) now seek to obtain final plat approval for the Final Plat of Resubdivision of McGrath Business Center as a “Minor Subdivision preliminary. 4085 McGrath Preliminary seeks preliminary PUD approval for Lot 2 (the KIA Site) for the establishment of a KIA new and used car dealership (the “**KIA Project**”) on the approximate 7.40 acres immediately east of the Honda Project (the “**KIA Site**”). If approved, this will leave the eastern-most approximate 4.70 acres of the Business Center Site vacant (the “**Vacant Site**”) and with no specific approved PUD plans, and its development will thus require further proceedings with the City.

Please see the attached PUD Site Plan and proposed Final Plat of Resubdivision of McGrath Business Center which identifies the Honda Site as Lot 1, the KIA Site as Lot 2, and the Vacant Site as Lot 3.

4085 McGrath is planning to commence the construction of the KIA Project in the spring of 2023, with a hoped-for grand opening in late spring of 2024.

The entire Business Center Site has already been granted a special use for PUD pursuant to the 2021 Ordinance. The Vacant Site shall remain unaffected as having been previously approved for a special use for PUD, but with no specific preliminary PUD plan yet approved.

CONCLUSION

Applicant respectfully requests that the City Plan Commission recommend for approval, and the City Council approve, the McGrath PUD Project in order to achieve the more desirable design features, the higher property values, and the greater commercial opportunities which it affords to the City.

Peter C. Bazos
Bazos, Freeman, Schuster & Pope, LLC
1250 Larkin Avenue #100
Elgin, IL 60123
847.742.8800
pbazos@bazosfreeman.com

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

STATE OF ILLINOIS)
) SS.
KANE COUNTY)

I, GARY M'GRATH, being first duly sworn on oath depose and say that I am
Manager of 4085 S. MAIN, LLC, an Illinois Limited Liability
Company (L.L.C.), and that the following persons are all of the members of the said L.L.C.:

<u>GARY M'GRATH</u>	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

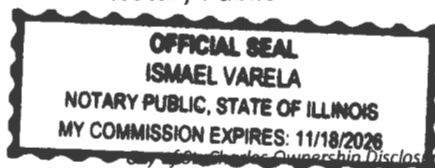
By: _____

 Manager
GARY M'GRATH

Subscribed and Sworn before me this _____ day of
_____, 20_____.



Notary Public



Buy 10 for \$69. Charles Ownership Disclosure Forms

**OWNERSHIP DISCLOSURE
LIMITED LIABILITY COMPANY (L.L.C.)
4085 E. Main, LLC**

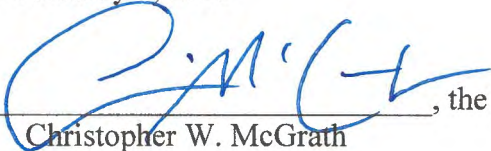
STATE OF ILLINOIS)
) SS.
KANE COUNTY)

I, Christopher W. McGrath, being first duly sworn on oath depose and say that I am the Manager of 4085 E. Main, LLC an Illinois limited liability company ("Owner"), and that the following are all of the members of the said LLC:

Christopher W. McGrath, as trustee of the Gary D. McGrath 2021 Irrevocable Trust dated December 7, 2021, as to 100%

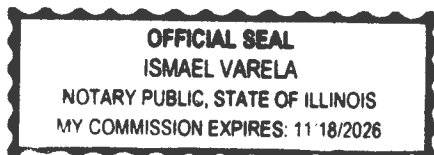
The Beneficiaries of the Gary D. McGrath 2021 Irrevocable Trust are the family members of said Gary D. McGrath

Dated February 9, 2023

By: , the Manager
Christopher W. McGrath

Subscribed and Sworn to before me this ____ day of February, 2023.


Notary Public

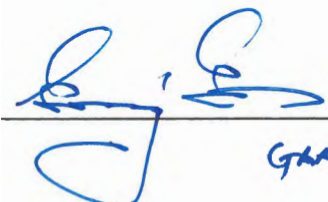


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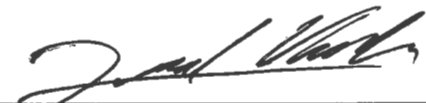
STATE OF ILLINOIS)
) SS.
KANE COUNTY)

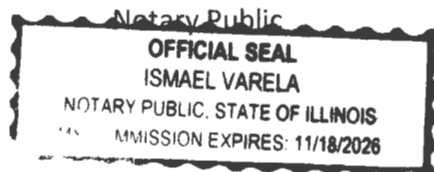
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<u>GARY MIGRATH</u>	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By: , Manager
GARY M'GRATH

Subscribed and Sworn before me this _____ day of
_____, 20 _____.





**OWNERSHIP DISCLOSURE
LIMITED LIABILITY COMPANY (L.L.C.)
4075 E. Main, LLC**

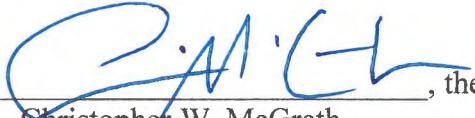
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Dated February 9, 2023

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Notary Public



City of St. Charles
Community Development Division
2 E. Main Street
St. Charles, IL 60174



Phone: (630) 377-4443
Email: cd@stcharlesil.gov

MINOR SUBDIVISION – FINAL PLAT APPLICATION

For City Use

Project Name: McGrath Kia-McGrath Bus Ctr PUD
Project Number: 2023 -PR- 003
Cityview Project Number: PLM5202300100

Received Date

FEB 23 2023

City of St. Charles
Community Development

- File this application to request approval of a Minor Subdivision – Final Plat.
- Per City Code Section 16.04.040, a Minor Subdivision must meet the following criteria:
 - 1) Compliance with subdivision design standards in the City Code;
 - 2) No more than 4 lots;
 - 3) No public utility extensions or new streets are required to serve the subdivision;
 - 4) No stormwater detention is required to serve the subdivision;
 - 5) All lots meet minimum zoning standards.
- Complete the application and submit with all required attachments to the Community Development Division.
- The information you provide must be complete and accurate. If you have any questions please contact the Community Development Division.
- City staff will review the submittal for completeness and for compliance with applicable requirements. Staff will distribute the plans to other City departments for review when the application is complete.
- The Final Plat will be scheduled for Plan Commission review when staff has determined the plat is ready.

1. Property Information:	Location: 4075 and 4085 E. Main, St. Charles, IL	
	Parcel Number (s): 01-30-300-053 and 01-30-300-056	
	Proposed Subdivision Name: McGrath Commerce Center	
2. Applicant Information:	Name: 4075 E Main, LLC and 4085 E Main, LLC	Phone: 630-721-9500
	Address c/o Christopher W. McGrath 2020 N. Randall Rd. Elgin, IL 60123	Email mcgrathchris@yahoo.com
3. Record Owner Information:	Name: Same	Phone:
	Address: Same	Email:

4. Required Attachments:

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

- ☒ **APPLICATION FEE:** \$300
- ☒ **REIMBURSEMENT OF FEES AGREEMENT:** An original, executed Reimbursement of Fees Agreement and deposit of funds in escrow with the City, as provided by Appendix B of the Zoning Ordinance.
- ☒ **REIMBURSEMENT OF FEES INITIAL DEPOSIT:** Deposit of funds in escrow with the City. Required deposit is based on review items (number of applications filed) and the size of the subject property:

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4 or more	\$3,000	\$5,000	\$7,000	\$10,000

- ☒ **FEE FOR INSTALLATION OF CITY BENCHMARKS:** Payment for installation of City benchmarks in accordance with Appendix F of the Subdivision Code (City Code Title 16). Required payment is based on the size of the subdivision:

Subdivision Acreage	Number of Benchmarks	Fee at \$2500 per Benchmark
20+	2	\$5000
10 to 20	1	\$2500
5 to 10	0.5	\$1250
1 to 5	0.25	\$625
Less than 1	0.10	\$250

- ☒ **PROOF OF OWNERSHIP:** a) A current title policy report; or
b) A deed and a current title search

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

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FINAL PLAT OF SUBDIVISION / DRAWING REQUIREMENTS CHECKLIST: A Final Plat of Subdivision that includes the information listed on the Subdivision Plat Drawing Requirements Checklist. Also submit a completed Checklist (attached).

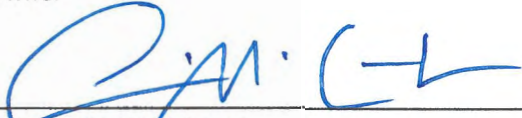
I (we) certify that this application and the documents submitted with it are true and correct to the best of my (our) knowledge and belief.

4075 E. Main, LLC and 4085 E. Main, LLC

Feb. 9, 2023

Record Owner

Date



2/9/23

Applicant or Authorized Agent

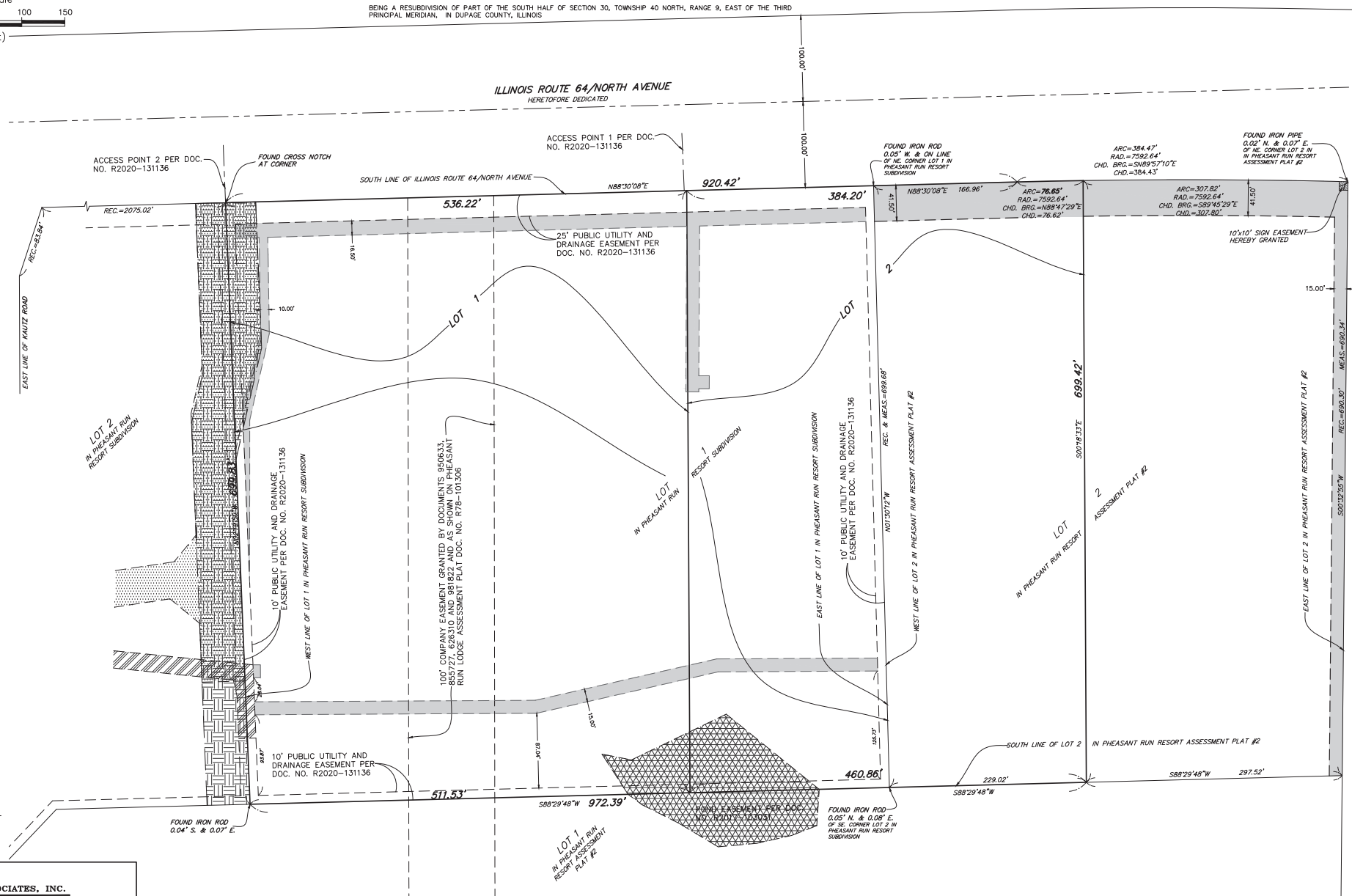
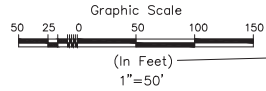
Date

By: Christopher W. McGrath, their Manager

MCGRATH COMMERCE CENTER SUBDIVISION

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

P. I. N.: 01-30-300-053
01-30-300-056



- LEGEND**
- ACCESS EASEMENT BENEFITING THE CITY OF ST. CHARLES PER DOC. NO. R2020-131136
 - POND EASEMENT PER DOC. R2017-103031
 - PUBLIC SANITARY EASEMENT PER DOC. NO. R2020-131136
 - ACCESS EASEMENT PER DOC. R2020-117035
 - PUBLIC UTILITY AND DRAINAGE EASEMENT PER DOC. NO. _____

G GENTILE & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
550 E. ST. CHARLES PLACE
LOMBARD, ILLINOIS 60148
PHONE (630) 916-6262

PREPARED FOR: RWG ENGINEERING, LLC
DRAWN BY: WMO
ORDER NO.: 22034-22 SUB-REV 2
SHEET 1 OF 2

ILLINOIS PROFESSIONAL DESIGN
FIRM LICENSE NO. 184.002870

NO.	DATE	DESCRIPTION	BY
2	08/25/2022	EASEMENTS ADDED	WMO
1	06/09/2022	EASEMENT GRANTED	WMO

MCGRATH COMMERCE CENTER SUBDIVISION

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

P. I. N.: 01-30-300-053
01-30-300-056

DIRECTOR OF COMMUNITY DEVELOPMENT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) 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 COMMUNITY DEVELOPMENT _____

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____, A.D. 20____.

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS)
COUNTY OF DUPAGE) 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____.

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE
____ DAY OF _____, A.D. 20____, AT _____ O'CLOCK _____ M. AS DOCUMENT NUMBER _____.

DUPAGE COUNTY RECORDER OF DEEDS _____

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) 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____.

DUPAGE COUNTY CLERK _____

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
CITY OF ST. CHARLES) SS.

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

CITY COUNCIL OF CITY OF
ST. CHARLES, ILLINOIS

MAYOR

ATTEST: _____
CITY CLERK

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
CITY OF ST. CHARLES) SS.

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

CITY OF ST. CHARLES PLAN COMMISSION

CHAIRMAN

LAND SURVEYOR'S AUTHORIZATION

STATE OF ILLINOIS)
COUNTY OF DU PAGE) S.S.

I, JOSEPH F. GENTILE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS, LICENSE

NUMBER 2925, DO HEREBY AUTHORIZE THE CITY OF ST. CHARLES, ITS STAFF OR AUTHORIZED AGENT TO PLACE
THIS DOCUMENT OF RECORD IN THE COUNTY RECORDER'S OFFICE IN MY NAME AND IN COMPLIANCE WITH
ILLINOIS STATUTES CHAPTER 109 PARAGRAPH 2, AS AMENDED.

GIVEN UNDER MY HAND AND SEAL AT LOMBARD, ILLINOIS, THIS 16TH DAY OF MAY A.D. 2022

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2925 _____

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) 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: 201 S 7TH STREET, SAINT CHARLES, ILLINOIS 60174
JR. COLLEGE DISTRICT # 509: 1700 SPARTAN DRIVE, ELGIN, ILLINOIS 60123

BY: _____
OWNER

BY: _____
OWNER

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

STATE OF ILLINOIS)
COUNTY OF _____) S.S.

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY DO HEREBY CERTIFY

THAT _____ (NAME) AND _____ (NAME) WHO ARE PERSONALLY
KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE (SCHOOL
DISTRICT CERTIFICATE) AS SUCH BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY
SIGNED AND DELIVERED THE SAID INSTRUMENT AT 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____.

NOTARY PUBLIC _____

COMMISSION EXPIRES _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DuPAGE) SS.

I, JOSEPH F. GENTILE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING
DESCRIBED PROPERTY:

LOT 1 IN PHEASANT RUN RESORT SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 30,
TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
NOVEMBER 5, 2020 AS DOCUMENT NUMBER R2020-131136, IN DUPAGE COUNTY, ILLINOIS.
TOGETHER WITH
THAT PART OF LOT 2 IN PHEASANT RUN RESORT ASSESSMENT PLAT #2, BEING A RESUBDIVISION OF PART OF THE SOUTH
HALF OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT
THEREOF RECORDED APRIL 8, 2021 AS DOCUMENT NUMBER R2021-054229 DESCRIBED AS FOLLOWS: BEGINNING AT THE
NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 88 DEGREES 30 MINUTES 08 SECONDS EAST ALONG NORTH LINE OF SAID
LOT 2 (ALSO SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 64/NORTH AVENUE) A DISTANCE OF 166.96' TO A POINT OF
CURVE; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF LINE, BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF
7592.64 FEET, AN ARC DISTANCE OF 76.65 FEET, (THE CHORD OF BEARING NORTH 88 DEGREES 47 MINUTES 29 SECONDS
EAST, 76.62 FEET); THENCE SOUTH 00 DEGREES 18 MINUTES 33 SECONDS EAST, A DISTANCE OF 699.42 TO SOUTH LINE OF
SAID LOT 2 (ALSO NORTH LINE OF LOT 1 IN PHEASANT RUN RESORT ASSESSMENT PLAT #2); THENCE SOUTH 88 DEGREES 29
MINUTES 48 SECONDS WEST ALONG SAID SOUTH LINE OF SAID LOT 2 (ALSO NORTH LINE OF LOT 1 IN PHEASANT RUN RESORT
ASSESSMENT PLAT #2, A DISTANCE OF 229.02 FEET TO SOUTHWEST CORNER OF SAID LOT 2 (ALSO SOUTHEAST CORNER OF
LOT 1 IN PHEASANT RUN RESORT SUBDIVISION); THENCE NORTH 01 DEGREE 30 MINUTES 12 SECONDS ALONG WEST LINE OF SAID
LOT 2 IN PHEASANT RUN RESORT ASSESSMENT PLAT #2 (ALSO EAST LINE OF LOT 1 IN PHEASANT RUN RESORT SUBDIVISION),
A DISTANCE OF 699.68 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

AREA IN LOT 1: 366,568.02 SQ. FT., 8.42 AC.
AREA IN LOT 2: 322,443.76 SQ. FT., 7.40 AC.
TOTAL AREA: 689,011.78 SQ. FT., 15.82 AC.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS WITHIN THE CORPORATE LIMITS OF THE CITY
OF ST. CHARLES WHICH HAS AUTHORIZED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS
AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HEREAFTER AMENDED.

I FURTHER CERTIFY, BASED UPON A REVIEW OF THE FLOOD INSURANCE RATE MAP (F.I.R.M.) FOR DUPAGE COUNTY AND
INCORPORATED AREAS, MAP NUMBER 17043C00174, WITH AN EFFECTIVE DATE OF AUGUST 11, 2019, THAT THE PROPERTY IS
WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

GIVEN UNDER MY HAND AND CORPORATE SEAL AT LOMBARD, ILLINOIS,

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

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2925
MY LICENSE EXPIRES NOVEMBER 30, 2022.

2	06/25/2022	EASEMENTS ADDED	WAG
1	06/07/2022	EASEMENT GRANTED	WAG
NO.	DATE	DESCRIPTION	BY



GENTILE & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

550 E. ST. CHARLES PLACE
LOMBARD, ILLINOIS 60148
PHONE (815) 916-6262

PREPARED FOR: RWG ENGINEERING, LLC
DRAWN BY: WAG
ORDER NO.: 22034-22 SUB-REV 2
SHEET 2 OF 2

ILLINOIS PROFESSIONAL DESIGN
FIRM LICENSE NO. 184-002870

PLEASE RETURN THE
RECORDED MYLAR TO:
CITY OF ST. CHARLES
2 E. MAIN STREET
ST. CHARLES, IL 60174

CIVIL ENGINEERING — RWG ENGINEERING, LLC
PROJECT MANAGEMENT
ILLINOIS PROFESSIONAL DESIGN FIRM #184-006370
LIMITATION OF WARRANTY OF ENGINEER'S
INSTRUMENTS OF SERVICE

THE ENGINEER AND HIS CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE DELIVERABLES HEREIN BEYOND A REASONABLE DILIGENCE. IF ANY MISTAKES, OMISSIONS, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE DELIVERABLES, THE ENGINEER SHALL BE PROMPTLY NOTIFIED SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE NECESSARY STEPS TO CORRECT THEM. FAILURE TO PROMPTLY NOTIFY THE ENGINEER OF SUCH CONDITIONS SHALL ABSOLVE THE ENGINEER FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAILURE. ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT TO THE ENGINEER, OR IN CONTRADICTION TO THE ENGINEER'S DELIVERABLES OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY NOT OF THE ENGINEER BUT OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION.

LEGEND

EXISTING	PROPOSED
SANITARY MANHOLE	⊙
STORM MANHOLE	⊙
CATCH BASIN	⊙
INLET	⊙
PRECAST FLARED END SECTION	⊙
CONCRETE HEADWALL	⊙
VALVE VAULT	⊙
VALVE BOX	⊙
FIRE HYDRANT	⊙
BUFFALO BOX	⊙
CLEANOUT	⊙
SANITARY SEWER	—
FORCE MAIN	—
STORM SEWER	—
WATER MAIN	—
CONSTRUCT WATER MAIN UNDER SEWER	—
GRANULAR TRENCH BACKFILL	—
STREET LIGHT	—
ELECTRICAL CABLE	—
2" CONDUIT ENCASMENT	—
ELECTRICAL TRANSFORMER OR PEDESTAL	—
POWER POLE	—
STREET SIGN	—
GAS MAIN	—
TELEPHONE LINE	—
CONTOUR	—
SPOT ELEVATION	—
WETLANDS	—
FLOODWAY	—
FLOODPLAIN	—
HIGH WATER LEVEL (HWL)	—
NORMAL WATER LEVEL (NWL)	—
DIRECTION OF SURFACE FLOW	—
DITCH OR SWALE	—
OVERFLOW RELIEF ROUTING	—
SLOPE BANK	—
TREE WITH TRUNK SIZE	—
SOIL BORING	—
TOPSOIL PROBE	—
FENCE LINE, WIRE OR SILT	—
FENCE LINE, CHAIN LINK OR IRON	—
FENCE LINE, WOOD OR PLASTIC	—
CONCRETE SIDEWALK	—
CURB AND GUTTER	—
DEPRESSED CURB	—
REVERSE PITCH CURB & GUTTER	—
EASEMENT LINE	—

ABBREVIATIONS

BL	BASE LINE	NWL	NORMAL WATER LEVEL
C	LONG CHORD OF CURVE	PC	POINT OF CURVATURE
C & G	CURB AND GUTTER	PT	POINT OF TANGENCY
CB	CATCH BASIN	PVI	POINT OF VERTICAL INTERSECTION
CL	CENTERLINE	R	RADIUS
D	DEGREE OF CURVE	ROW	RIGHT-OF-WAY
ED	EDGE OF PAVEMENT	SAN	SANITARY SEWER
FF	FINISHED FLOOR	ST	STORM SEWER
FG	FINISHED GRADE	T	TANGENCY OF CURVE
FL	FLOW LINE	TL	TOP OF BANK
FP	FLOODPLAIN	TC	TOP OF CURB
FR	FRAME	TF	TOP OF FOUNDATION
FW	FLOODWAY	TP	TOP OF PIPE
HWL	HIGH WATER LEVEL	TS	TOP OF SIDEWALK
INV	INVERT	TW	TOP OF WALK
L	LENGTH OF CURVE	WM	WATER MAIN
MH	MANHOLE	Δ	INTERSECTION ANGLE



Know what's below.
Call before you dig.

Formerly 811 1-800-882-0123

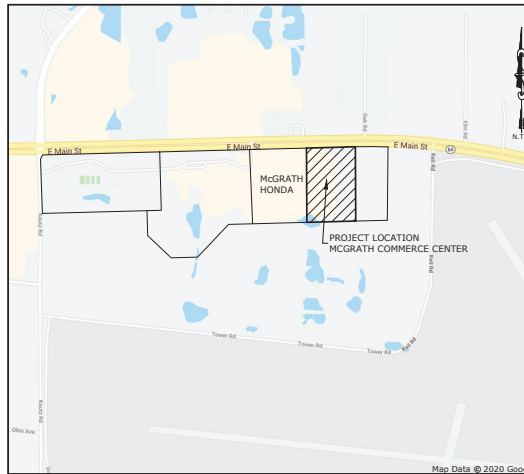
FINAL ENGINEERING PLANS

FOR

McGRATH COMMERCE CENTER

4085 E. MAIN STREET
ST. CHARLES, IL

LOCATION MAP



GENERAL NOTES

- The contractor shall notify the following governmental agencies at least two working days prior to commencement of construction:
 - City of St. Charles Public Works Department (630-377-4405)
- The contractor shall notify all utility companies and arrange for their facilities to be located prior to work in any easement, right-of-way, or suspected utility location. Repair of any damage to existing facilities shall be the responsibility of the contractor. Utility locations shown herein are for graphic illustration only and are not to be relied upon.
- Prior to commencement of any offsite construction, the contractor shall secure written authorization that all offsite easements have been secured, and that permission has been granted to enter onto private property.
- Elevations shown herein reflect NAVD 1988 datum.
- The boundary survey data for this project is based on a subdivision plat prepared by SPACECO Inc. Job No. 9350 dated September 11, 2020 & ALTA survey prepared by Alan J. Coulson, P.C., dated November 16, 2020. The topographic survey data for this project is based on a field survey prepared by Alan J. Coulson, P.C., dated November 13, 2020. The contractor shall verify existing conditions prior to commencing construction and shall immediately notify the engineer in writing of any differing conditions.
- RWG Engineering, LLC, its employees and agents are not responsible for the safety of any party at or on the construction site. Safety is the sole responsibility of the contractor, and any other entity performing work at the site. Neither the owner nor the engineer assumes any responsibility for job site safety or for the means, methods or sequences of construction.
- Except where modified by the contract documents, all work proposed hereon shall be in accordance with the following specifications, which are hereby made a part hereof:
 - "Standard Specifications for Road and Bridge Construction in Illinois," as prepared by I.D.O.T., latest edition.
 - "Standard Specifications for Water and Sewer Main Construction in Illinois," latest edition.
 - "Illinois Recommended Standards for Sewage Works," as published by the I.E.P.A., latest edition.
 - The subdivision and development codes and standards of the City of St. Charles, as published by the Municipality.
 - "Illinois Accessibility Code" as published by the State of Illinois Capital Development Board, effective October 23, 2018.
 - The National Electric Code.
 - "Illinois Urban Manual" as prepared by the U.S. Dept. of Agriculture latest edition.
- City of St. Charles Development Ordinance shall take precedence if a conflict in project specifications occurs.

PLANS PREPARED FOR
4085 E MAIN LLC
2020 RANDALL ROAD
ELGIN, IL 60123
630-721-9500

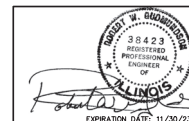
INDEX OF SHEETS

- TITLE SHEET
- EXISTING CONDITIONS PLAN (1"=40')
- DEMOLITION PLAN (1"=40')
- SITE GEOMETRIC AND PAVING PLAN (1"=40')
- SOIL EROSION AND SEDIMENT CONTROL PLAN (1"=40')
- S.E.S.C. DETAILS AND SCHEDULES
- GRADING PLAN (1"=40')
- UTILITY PLAN (1"=40')
- MISCELLANEOUS DETAILS
- PROJECT NOTES AND SPECIFICATIONS
- CONSTRUCTION STANDARDS AND DETAILS
- CONSTRUCTION STANDARDS AND DETAILS
- IDOT - CONSTRUCTION STANDARD DETAILS

BENCHMARKS

REFERENCE BENCHMARKS:

- SITE BENCHMARK #1
CROSS NOTCH IN CONCRETE PAVEMENT ON WEST SIDE OF NORTHBOUND LEFT TURN LANE AT MAIN ENTRANCE
ELEVATION = 762.50 (NAVD 88)
- SITE BENCHMARK #2
CROSS NOTCH IN WEST CURB LINE ON DRIVE WEST OF EXISTING MEGA CENTER
ELEVATION = 758.92 (NAVD 88)
- SITE BENCHMARK #3
EXISTING FINISHED FLOOR ELEVATION OF EXISTING MEGA CENTER BUILDING
ELEVATION = 758.70 (NAVD 88)
- SITE BENCHMARK #4
GAPPED IRON ROD LOCATED AT NORTHEAST PROPERTY BOUNDARY
ELEVATION = 757.59 (NAVD 88)



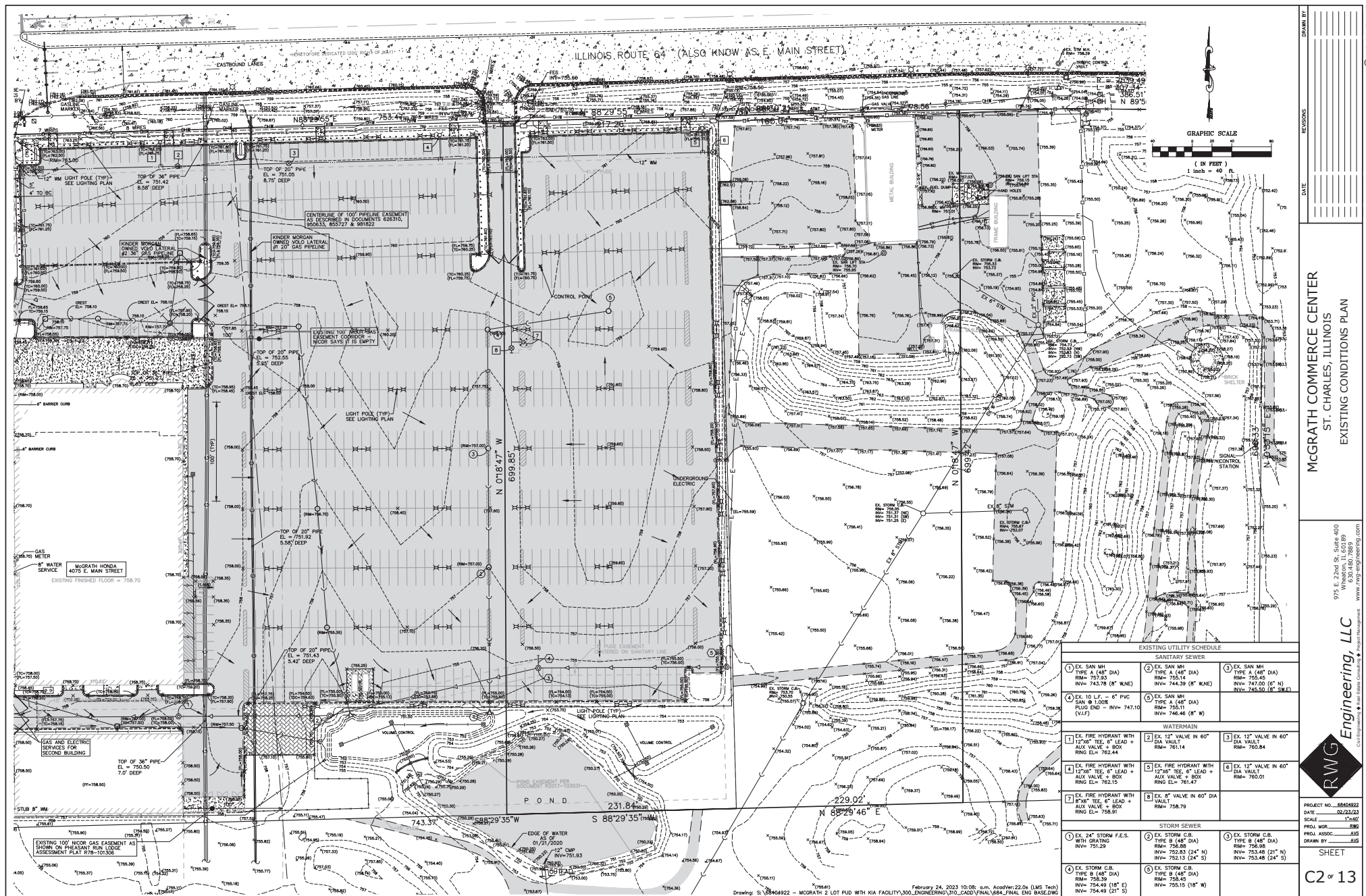
McGRATH COMMERCE CENTER
ST. CHARLES, IL
TITLE SHEET

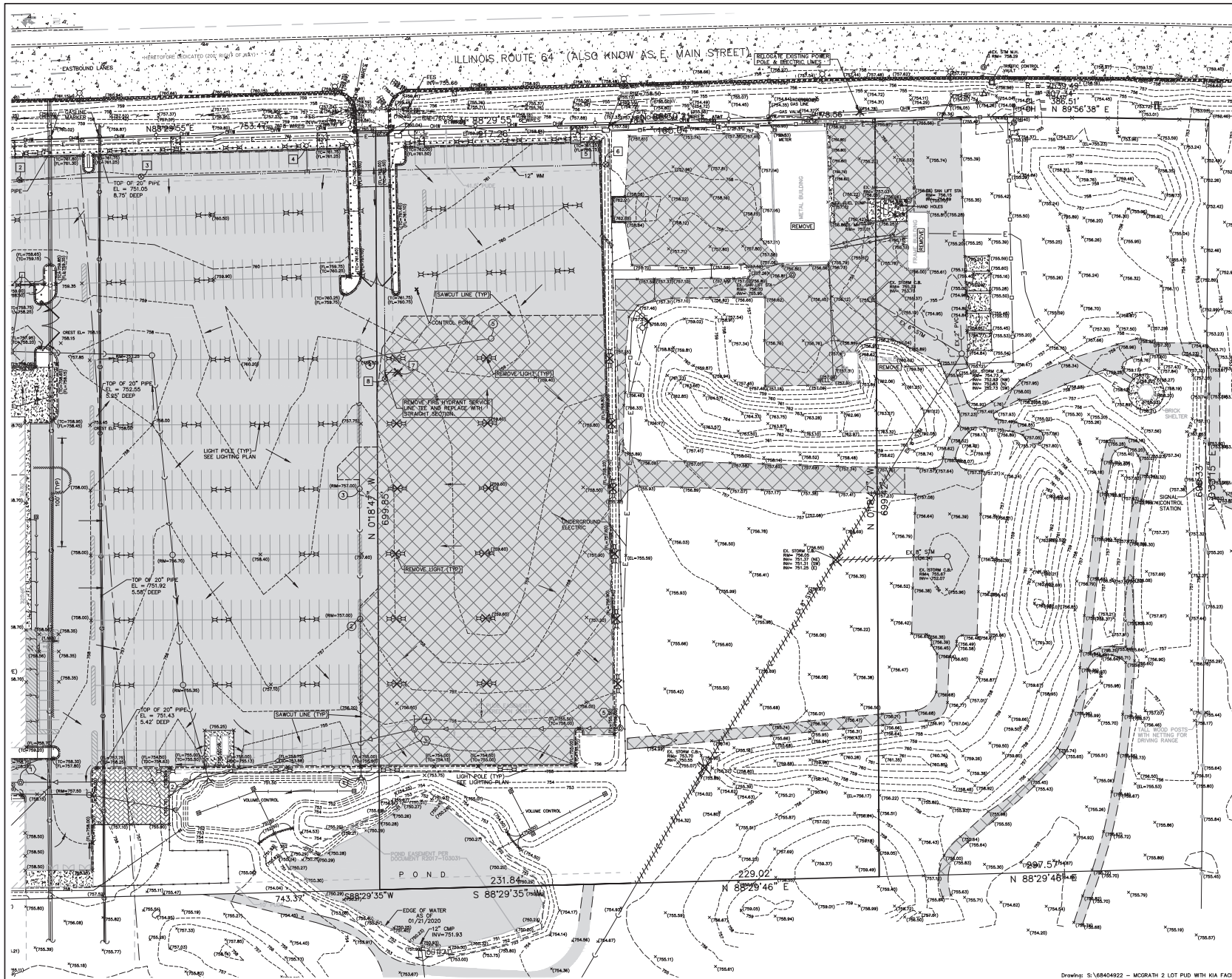
975 E. 22nd St. Suite 400
Elgin, IL 60120
630-480-7889
www.rwg-engineering.com

RWG Engineering, LLC
Civil Engineering • Real Estate Consulting • Project Management

PROJECT NO. 60404922
DATE 02/23/23
SCALE NONE
PROJ. MGR. RWG
PROJ. ASSOC. AJS
DRAWN BY AJS

SHEET
C1 of 13





- DEMOLITION LEGEND**
- REMOVE EXISTING PAVEMENT/STRUCTURE/C&G (INCL SAWCUT)
 - TREE/BUCH/STRUCTURE REMOVAL
 - TREE PROTECTION FENCE
 - REMOVE EXISTING UTILITY LINE
 - REMOVE EXISTING CURB AND GUTTER
- SANITARY SEWER DEMOLITION NOTES:**
1. ABANDON IN-PLACE ANY UN-USED EXISTING SANITARY SEWER LATERAL PIPE FROM BACK OF THE CURB TO THE SEWER MAIN.
 2. ANY EXISTING PIPE OCCUPYING THE SAME TRENCH THAT WILL BE USED BY A NEW LINE MUST BE REMOVED AND CANNOT BE ABANDONED IN PLACE.
 3. ANY PIPE TO BE ABANDONED, MAIN LINE OR SERVICE LATERAL, IS TO BE SEPARATED TO CREATE A MINIMUM OF THREE FEET SEPARATION FROM THE NEAREST ACTIVE MAIN LINE SEGMENT.
 4. FILL ABANDONED PIPE WITH BACKFILL MATERIAL: CONTROLLED DENSITY FILL (CDF) SUCH AS FLOWABLE FILL, CONTROLLED LOW-STRENGTH MATERIAL (CLSM), FLOWABLE MORTAR, PLASTIC SOL-CEMENT, SOL-CEMENT SLURRY, OR K-WEEZE. COF MUST HAVE UNOWNED COMPRESSIVE STRENGTH OF 100 PSI OR LESS TO ALLOW FOR FUTURE EXCAVATION OF THE AREA.
 5. PIPES TO BE ABANDONED THAT ARE NON-CONTINUOUS OR BROKEN BY CONSTRUCTION ACTIVITY ARE TO BE REPAIRED SUFFICIENTLY TO CONTAIN THE SELECTED ABANDONMENT BACKFILL MATERIAL. SUCH REPAIRS ARE IMPRACTICAL OR INFEASIBLE, THE PIPE(S) SHALL BE REMOVED AND SUPPRESSED.
- DEMOLITION NOTES:**
1. EROSION CONTROL INSTALLATION SHALL BE DONE PRIOR TO COMMENCEMENT OF ANY DEMOLITION ACTIVITY (SEE SHEET 5).
 2. EXISTING ELECTRICAL AND PHONE CABLES MAY BE LOCATED WITHIN THE PROPOSED IMPROVEMENT AREA. APPROXIMATE KNOWN LOCATIONS ARE SHOWN HEREON. THE CONTRACTOR SHALL ARRANGE FOR PRECISE LOCATION OF EXISTING CABLE SERVICES AND EXERCISE EXTREME CARE WHEN WORKING AROUND THE SAME. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT DAMAGE TO EXISTING AGENTS SCHEDULED TO REMAIN. PROPER SAWCUTTING SHALL BE ACCOMPLISHED AT ALL POINTS OF CONNECTION OR INTERFACE BETWEEN EXISTING AND PROPOSED IMPROVEMENTS.
 3. CONTRACTOR SHALL BE RESPONSIBLE TO HAVE ALL UNDERGROUND UTILITIES (EVEN IF NOT SHOWN ON THESE PLANS) LOCATED PRIOR TO DEMOLITION WORK. SANITARY SERVICE, WATERMAIN SERVICE, GAS, ELECTRIC, ETC SHALL BE CUT-OFF. CONTRACTOR TO COORDINATE WITH RESPECTIVE MUNICIPAL AGENCY TO ARRANGE FOR DISCONNECT.
 4. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE DONE TO EXISTING UTILITIES, STREET LIGHTS, SIGNS, ETC. THAT ARE NOT INTENDED TO BE PERMANENTLY REMOVED.
 5. CONTRACTOR SHALL NOTIFY THE CITY OF ST. CHARLES PUBLIC WORKS DEPARTMENT, ALL UTILITY COMPANIES, AND THE FIRE DEPARTMENT PRIOR TO START UP.
 6. ON-SITE DISTURBED AREAS TO REMAIN AS GREENSPACE SHALL BE RESTORED WITH TOPSOIL, SEED AND EROSION CONTROL BLANKET - SEE LANDSCAPE PLANS.
 7. PUBLIC PARKWAYS, IF DISTURBED, SHALL BE RESTORED WITH MINIMUM 4" TOPSOIL AND 500' ALL WOOD POSTS SHALL BE SETTING FOR DRIVING RANGE.
 8. UTILITY LINES SCHEDULED FOR REMOVAL SHALL BE PROPERLY DISCONNECTED FROM FACILITIES THAT ARE TO REMAIN, SECURELY PLUGGED AT ALL CONNECTION POINTS, AND REMOVED.

DATE _____

REVISIONS _____

PROJECT NO. 22-024818

DATE 02/23/23

SCALE 1"=40'

PROJ. MGR. JMB

PROJ. ASSOC. AJS

DRAWN BY AJS

SHEET

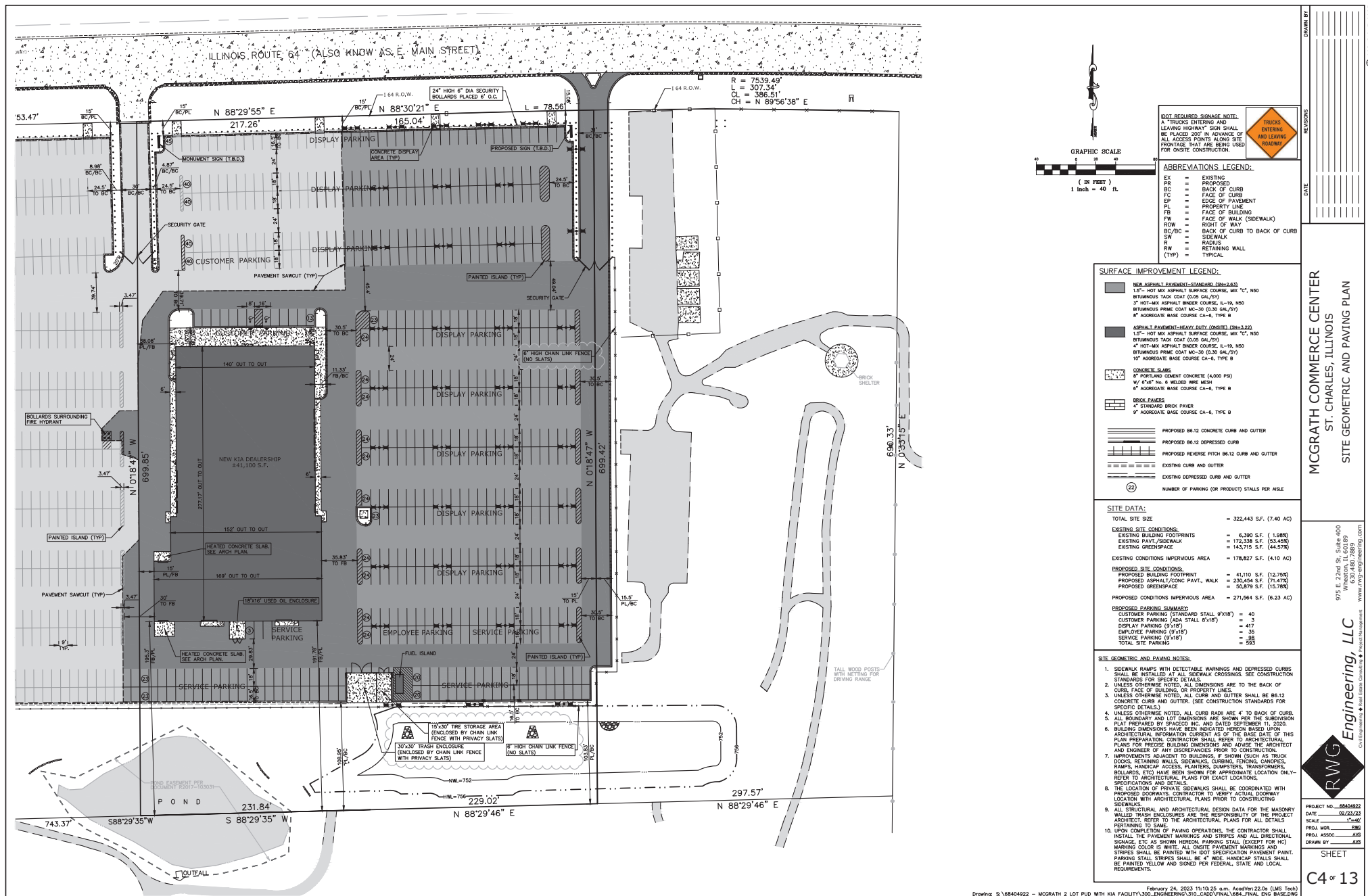
C3 OF 13

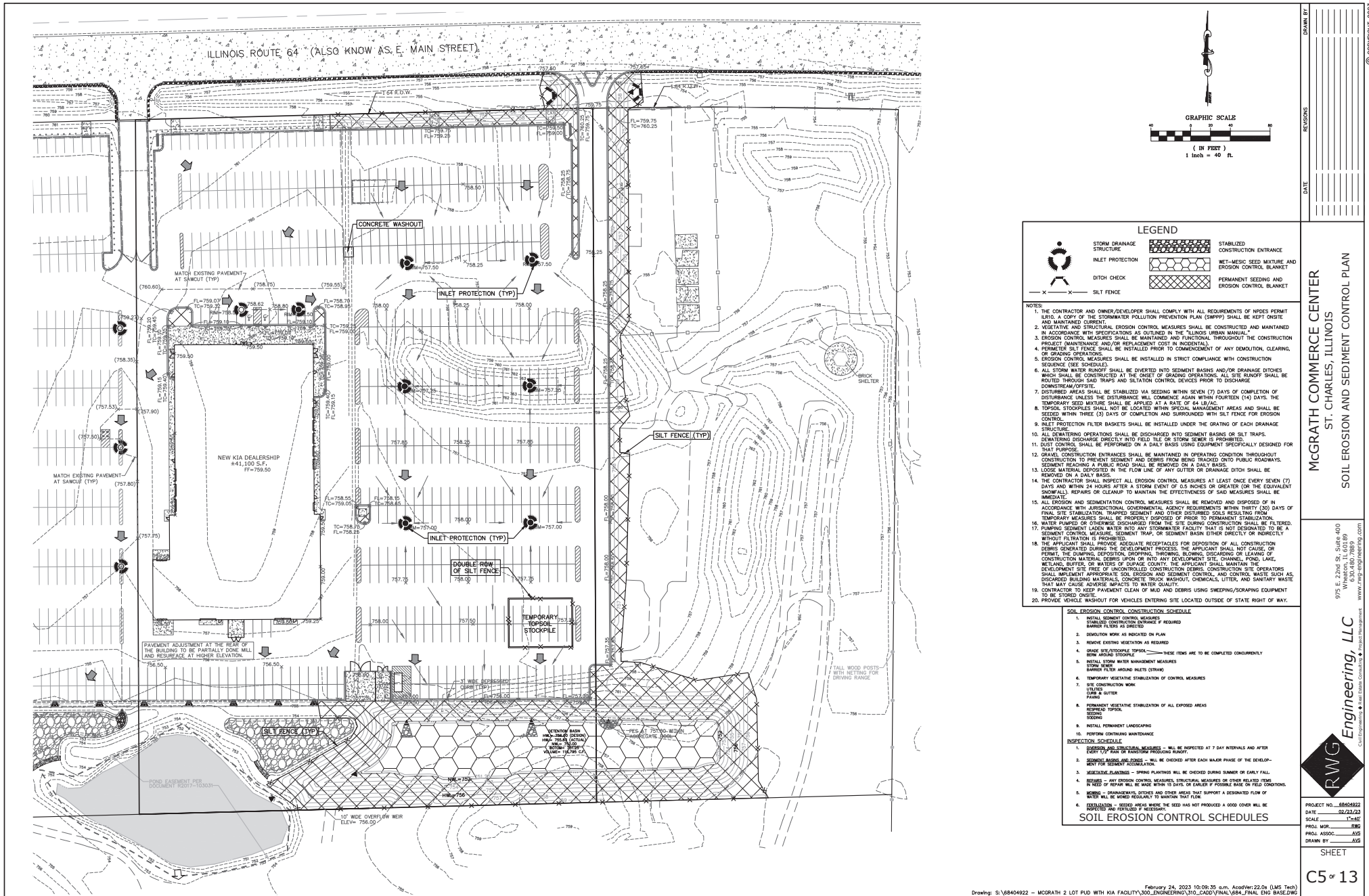
MCGRATH COMMERCE CENTER
ST. CHARLES, ILLINOIS
DEMOLITION PLAN

RWG Engineering, LLC
Civil Engineering • Surveying • Land Development • Construction Management

975 E. 22nd St. Suite 400
St. Charles, IL 62434
630.485.7899
www.rwg-engineering.com

February 24, 2023 10:08:17 a.m. AsstVet:22.0a (LMS Tech)
Drawn: S:\68404922 - MCGRATH 2 LOT PLD WITH KIA FACILITY\300_ENGINEERING\310_CADD\FINAL\684_FINAL_END_BASE.DWG





**EROSION CONTROL BLANKET - TURF
REINFORCEMENT MAT (TRM)**

(FURNISH OR STAPLE) (TRM)

BURY UPPER END OF BLANKET IN TRENCH (F' MAX 3" F' DEEP MAX)

EXPOSED END OF UPLIFTING BLANKET F' END OVERLAP BLANKET AND SECURE WITH STAPLES

BURY END OF BLANKET IN TRENCH (F' MAX 3" F' DEEP MAX)

Blanket Side

Staple Side

Blanket

DETAIL 1

Blanket Side

Staple Side

DETAIL 2

Blanket Side

Staple Side

DETAIL 3

12\"

3\"

STAPLE DETAIL

12\"

3\"

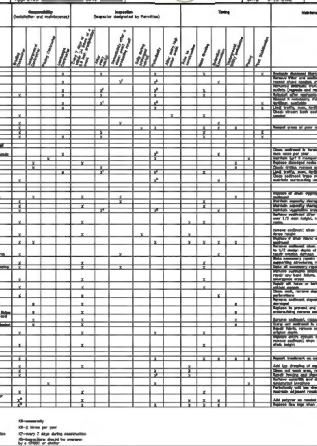
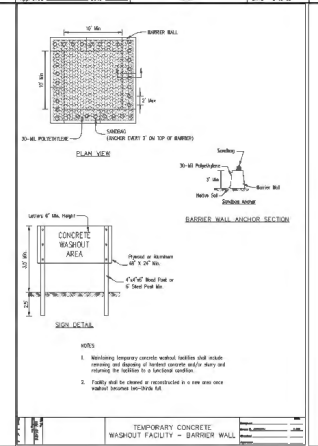
PURCH PIN DETAIL

NOTES:

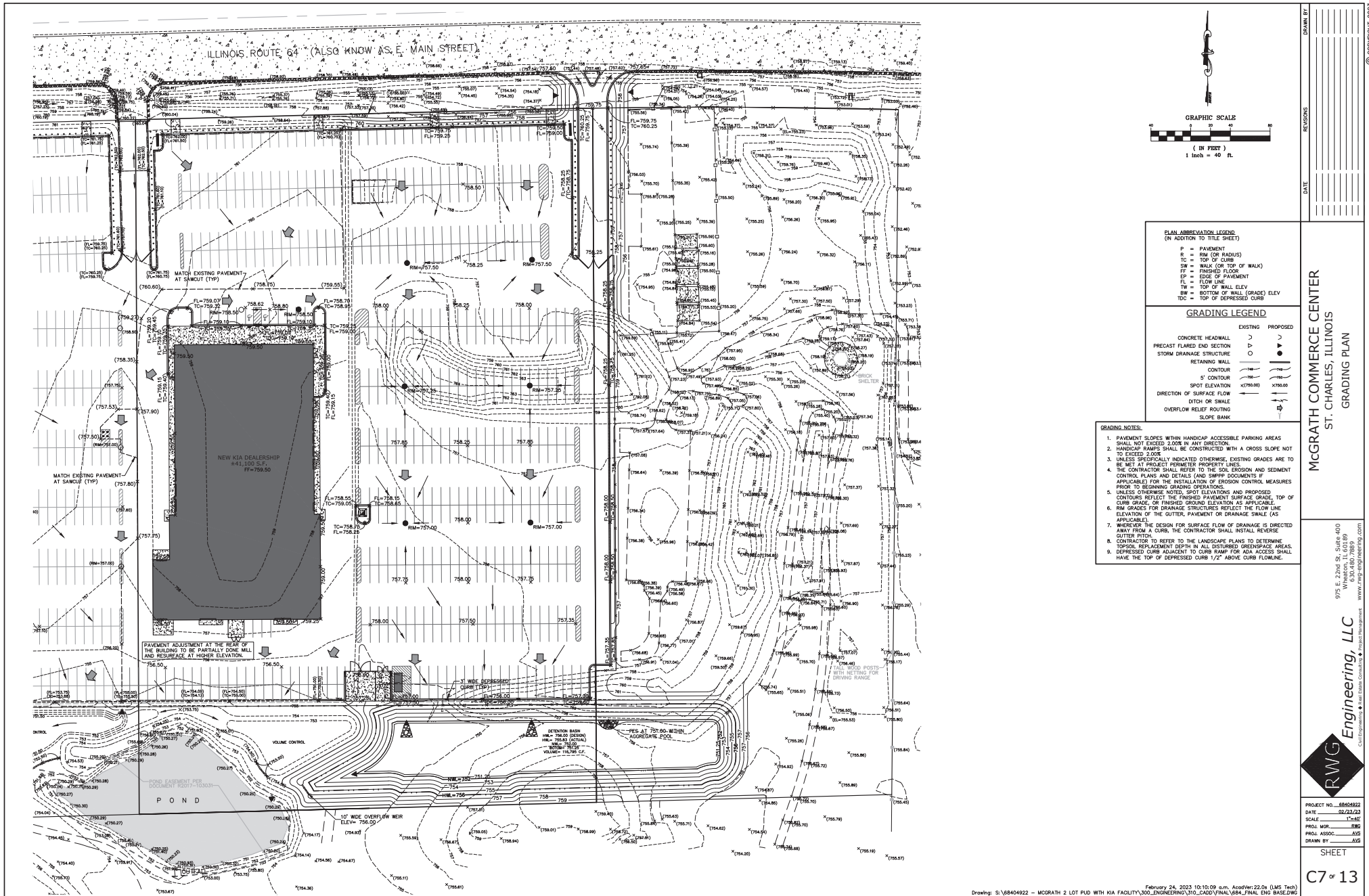
1. For assembly and conditions, please refer to project set & manual & index.

REVISIONS				
Project				
Design				
Checked				
Approved				

10-200000 REVISED
JUN-53
SHEET 1 OF 1
DATA: 40-40-10



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PLAN ABBREVIATION LEGEND
(IN ADDITION TO TITLE SHEET)

P = PAVEMENT
R = RISE (OR RADIUS)
TC = TOP OF CURB
SW = WALK (OR TOP OF WALK)
FF = FINISHED FLOOR
EP = EDGE OF PAVEMENT
FL = FLOW LINE
TW = TOP OF WALL ELEV
BW = BOTTOM OF WALL (GRADE) ELEV
TDC = TOP OF DEPRESSED CURB

GRADING LEGEND

CONCRETE HEADWALL
PRECAST FLARED END SECTION
STORM DRAINAGE STRUCTURE
RETAINING WALL
CONTOUR
5' CONTOUR
SPOT ELEVATION
DIRECTION OF SURFACE FLOW
DITCH OR SWALE
OVERFLOW RELIEF ROUTING
SLOPE BANK

- GRADING NOTES:
1. PAVEMENT SLOPES WITHIN HANDICAP ACCESSIBLE PARKING AREAS SHALL NOT EXCEED 2.00% IN ANY DIRECTION.
 2. HANDICAP RAMPS SHALL BE CONSTRUCTED WITH A CROSS SLOPE NOT TO EXCEED 2.00%.
 3. UNLESS SPECIFICALLY INDICATED OTHERWISE, EXISTING GRADES ARE TO BE MET AT PROJECT PERIMETER PROPERTY LINES.
 4. THE CONTRACTOR SHALL REFER TO THE SOIL EROSION AND SEDIMENT CONTROL PLANS AND DETAILS (AND SWPPP DOCUMENTS IF APPLICABLE) FOR THE INSTALLATION OF EROSION CONTROL MEASURES PRIOR TO BEGINNING GRADING OPERATIONS.
 5. UNLESS OTHERWISE NOTED, SPOT ELEVATIONS AND PROPOSED CONTOURS REFLECT THE FINISHED PAVEMENT SURFACE GRADE, TOP OF CURB GRADE, OR FINISHED GROUND ELEVATION AS APPLICABLE.
 6. RIM GRADES FOR DRAINAGE STRUCTURES REFLECT THE FLOW LINE ELEVATION OF THE GUTTER, PAVEMENT OR DRAINAGE SHALE (AS APPLICABLE).
 7. WHEREVER THE DESIGN FOR SURFACE FLOW OF DRAINAGE IS DIRECTED AWAY FROM A CURB, THE CONTRACTOR SHALL INSTALL REVERSE GUTTER PITCH.
 8. CONTRACTOR TO REFER TO THE LANDSCAPE PLANS TO DETERMINE TOPSOIL REPLACEMENT DEPTH IN ALL DESIGNATED GREENSPACE AREAS.
 9. DEPRESSED CURB ADJACENT TO CURB RAMP FOR ADA ACCESS SHALL HAVE THE TOP OF DEPRESSED CURB 1/2" ABOVE CURB FLOWLINE.

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GRADING PLAN

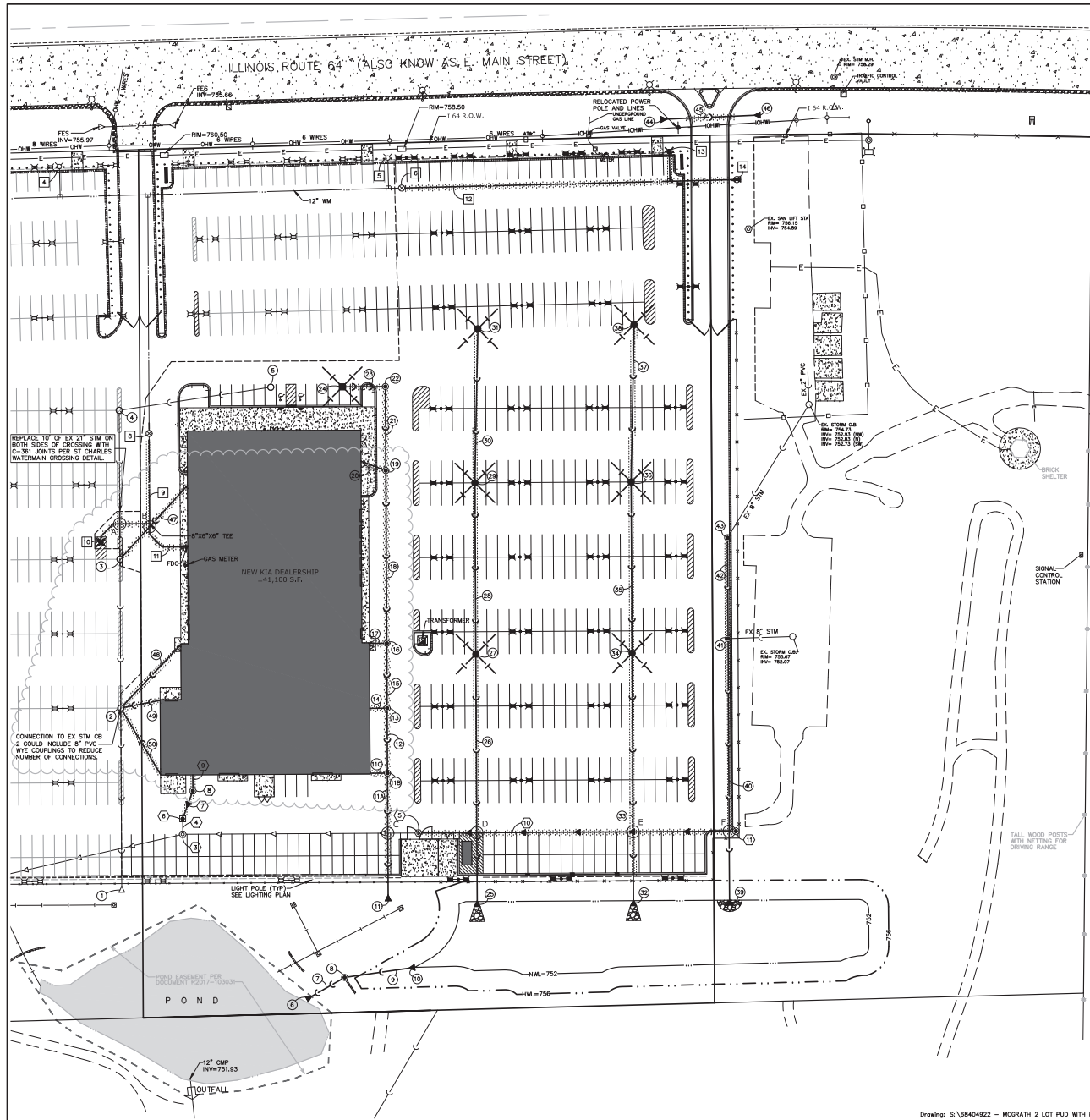
975 E. 22nd St. Suite 400
St. Charles, IL 62450
630.480.7899
www.rwg-engineering.com

RWG Engineering, LLC
Civil Engineering • Wet State Consulting • Impact Management

PROJECT NO. 68404922
DATE 02/23/23
SCALE 1"=40'
PROJ. MGR. JBG
PROJ. ASSOC. AJS
DRAWN BY AJS

SHEET

C7 of 13



STORM SEWER DRAINAGE STRUCTURE LEGEND

EXISTING: PROPOSED:

□ STORM INLET - OPEN GRATE
● STORM CATCH BASIN - OPEN GRATE
○ STORM MANHOLE - CLOSED ID (TYP)

UTILITY NOTES:

1. RM GRADES FOR DRAINAGE STRUCTURES REFLECT THE FLOW LINE ELEVATIONS OF THE GUTTER, PAVEMENT OR DRAINAGE SWALE (AS APPLICABLE).
2. UNLESS OTHERWISE NOTED, ALL UTILITY DIMENSIONS ARE CENTER TO CENTER OF STRUCTURES (OR TO END OF FLARED END SECTION - IF INCLUDING LENGTH OF FLARED END SECTION). THE CONTRACTOR SHALL ADJUST RM ELEVATIONS OF ALL EXISTING STRUCTURES TO THE PROPOSED GRADES AS INDICATED ON THE PLANS.
3. CONNECTIONS TO EXISTING SEWERS OR WATERMANS (OR EXISTING SERVICE LINES) AT POINTS OTHER THAN VISIBLE STRUCTURES ARE APPROXIMATE. THE CONTRACTOR SHALL EXCAVATE AND VERIFY EXISTING SEWER OR WATERMAN LOCATIONS, SIZES, ELEVATIONS, AND PIPE CONDITIONS AT PROPOSED CONNECTION POINTS PRIOR TO CONSTRUCTING UTILITY EXTENSIONS AND NOTIFY THE ENGINEER AND OWNER OF ANY CONFLICT OR DISCREPANCIES.
4. EXISTING UNDERGROUND PIPE, CONDUIT AND/OR CABLES (LIGHTING, ELECTRIC, GAS, CABLE, ETC.) ARE SHOWN FROM RECORD INFORMATION AND ARE APPROXIMATE IN NATURE. THE CONTRACTOR SHALL VERIFY EXACT LOCATION IN THE FIELD AND NOTIFY THE ENGINEER AND OWNER OF ANY CONFLICT.
5. SELECT GRANULAR TRENCH BACKFILL IS REQUIRED FOR ALL UTILITY TRENCHES UNDER EXISTING OR PROPOSED PAVEMENT, DRIVEWAYS, PARKING LOTS, AND SIDEWALKS, AND EXTENDED A MINIMUM OF 2' EACH SIDE OF SAME. GRANULAR TRENCH BACKFILL SHALL BE COMPACTED IN PLACE IN ACCORDANCE WITH THE SPECIFICATIONS.
6. BUILDING DIMENSIONS AND ADJACENT UTILITY SERVICE LOCATIONS HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION CURRENT AT THE TIME OF DRAWING PREPARATION. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST. THE CONTRACTOR SHALL REFER TO THE CURRENT ARCHITECTURAL PLANS FIRST, FOR PRECISE BUILDING DIMENSIONS AND UTILITY SERVICE CONNECTION LOCATIONS AND NOTIFY THE ENGINEER AND ARCHITECT OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
7. ROUTING OF GAS, ELECTRIC, TELEPHONE AND OTHER CABLE SERVICES (IF SHOWN) ARE APPROXIMATE AND SUBJECT TO MODIFICATION BY THE RESPECTIVE UTILITY COMPANY AND/OR DEVELOPER. THE CONTRACTOR SHALL COORDINATE THE FINAL UTILITY SERVICE LOCATION WITH EACH UTILITY COMPANY PRIOR TO CONSTRUCTION.

UTILITY CROSSING SCHEDULE

CROSSING	SIZE (IN)	MATERIAL	UTILITY	BOTTOM OF PIPE	TOP OF PIPE	CLEARANCE
A	21"	RCP	STM	753.49	1.50' MIN DEP WM	
B	6"	D	WM	751.99		
C	12"	RCP	STM	754.45	1.50' MIN DEP WM	
D	6"	D	WM	752.95		
E	15"	RCP	STM	753.08	747.03	6.05'
F	6"	PVC	SAN	747.03		
G	21"	RCP	STM	752.31	747.37	4.94'
H	6"	PVC	SAN	752.33		
I	21"	RCP	STM	752.33	747.93	4.30'
J	6"	PVC	SAN	747.93		
K	12"	RCP	STM	751.03	748.28	2.75'
L	6"	PVC	SAN	748.28		

WATERMAIN

5	8" DUCTILE IRON WATERMAIN CL 52 WITH POLYETHYLENE WRAP AND METALLIC JOINTS (OR APPROVED EQUAL)	12" FIRE HYDRANT WITH 12"X6" TEE, 6" LEAD + AUX VALVE + BOX RING EL= 757.50
11	12" DUCTILE IRON WATERMAIN CL 52 WITH POLYETHYLENE WRAP AND METALLIC JOINTS (OR APPROVED EQUAL)	12" VALVE IN 60" DIA VAULT RIM= 755.00
13	12" FIRE HYDRANT WITH 12"X6" TEE, 6" LEAD + AUX VALVE + BOX RING EL= 760.50	

SANITARY SEWER

6	SAN MH TYPE A (48" DIA) RIM= 757.28 INV= 747.00 (16' FIELD LOCATE EXISTING 6" PVC STUB	7	18" LF - 8" PVC SAN @ 0.00%	8	SAN MH TYPE A (48" DIA) RIM= 758.08 INV= 754.00 (6" N.W.) PROL W/ 148.00 (6" S) DROP CONNECTION N.W
9	10" LF - 8" PVC SAN @ 0.00% INV= 747.60 (8' W)	10	250' LF - 8" PVC SAN @ 0.40% INV= 757.50	11	SAN MH TYPE A (48" DIA) RIM= 757.50 INV= 747.60 (8' W)

EXISTING UTILITY SCHEDULE

SANITARY SEWER

1	EX. SAN MH TYPE A (48" DIA) RIM= 743.78 (8' WNE)	2	EX. SAN MH TYPE A (48" DIA) RIM= 744.39 (8' WNE)	3	EX. SAN MH TYPE A (48" DIA) RIM= 745.00 (8' WNE) ADJ RIM= 760.80
4	EX. 10" LF - 6" PVC SAN @ 1.00% INV= 747.10 (V.I.F)	5	EX. SAN MH TYPE A (48" DIA) RIM= 755.11 INV= 746.66 (8' W) ADJ RIM= 766.80		

WATERMAIN

1	EX. FIRE HYDRANT WITH 12"X6" TEE, 6" LEAD + AUX VALVE + BOX RING EL= 762.44	2	EX. 12" VALVE IN 60" DIA VAULT RIM= 761.14	3	EX. 12" VALVE IN 60" DIA VAULT RIM= 760.84
4	EX. FIRE HYDRANT WITH 12"X6" TEE, 6" LEAD + AUX VALVE + BOX RING EL= 762.15	5	EX. FIRE HYDRANT WITH 12"X6" TEE, 6" LEAD + AUX VALVE + BOX RING EL= 761.47	6	EX. 12" VALVE IN 60" DIA VAULT RIM= 760.50
7	EX. FIRE HYDRANT WITH 8"X6" TEE, 6" LEAD + AUX VALVE + BOX (REMOVED)	8	EX. 8" VALVE IN 60" DIA VAULT RIM= 758.79		

STORM SEWER

1	EX. 24" STORM F.E.S. WITH GRATING INV= 751.29	2	EX. STORM C.B. TYPE B (48" DIA) RIM= 758.88 INV= 752.83 (24" N) INV= 752.13 (24" S) INV= 753.60 (12" N.E./S.E)	3	EX. STORM C.B. TYPE B (48" DIA) RIM= 758.08 INV= 753.48 (21" N) INV= 753.48 (24" S) INV= 753.75 (12" N.E./S.E)
4	EX. STORM C.B. TYPE B (48" DIA) RIM= 758.38 INV= 754.48 (18" E) INV= 754.48 (21" S)	5	EX. STORM C.B. TYPE B (48" DIA) RIM= 758.45 INV= 755.15 (18" W)		

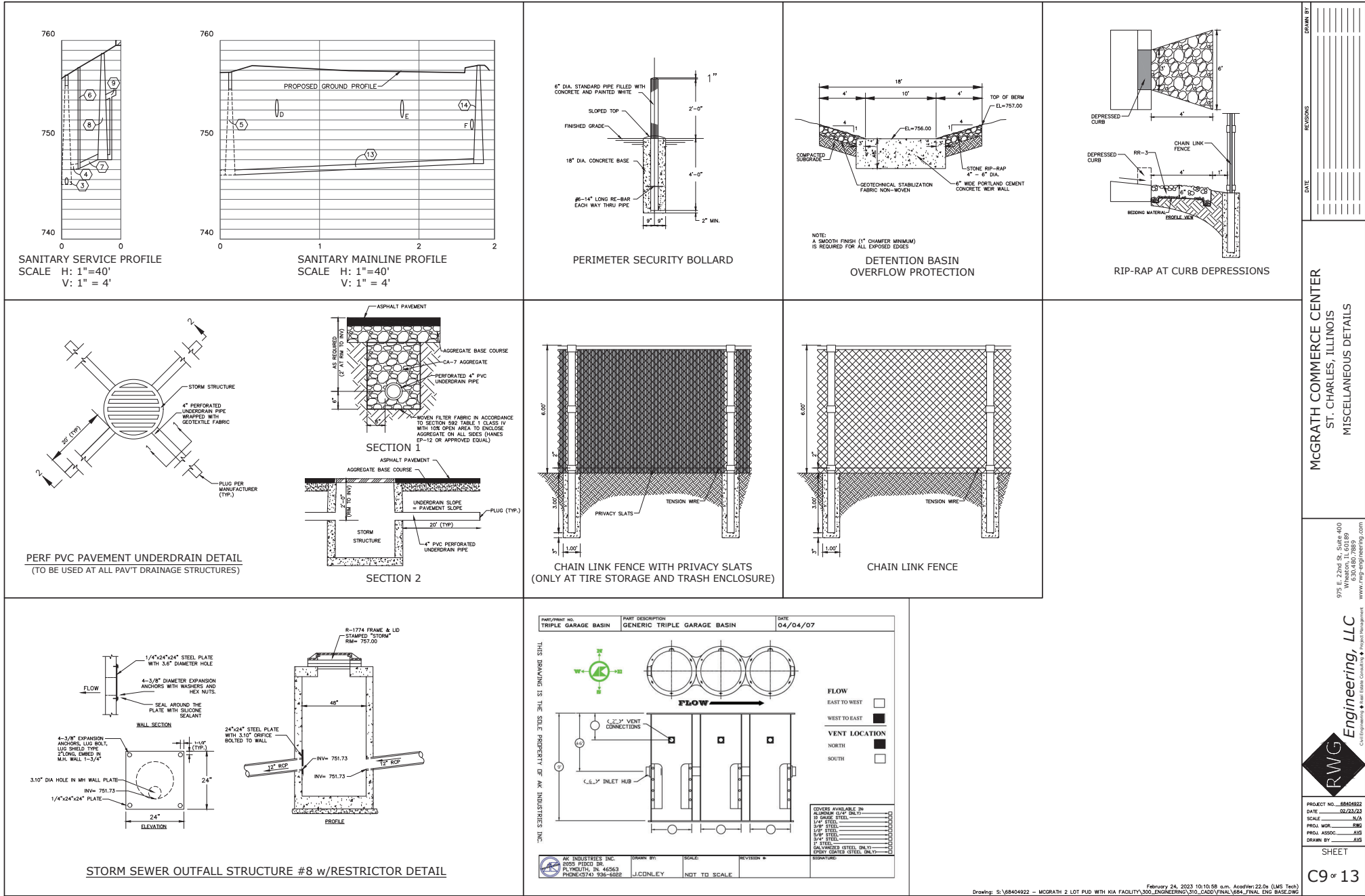
PROPOSED UTILITY SCHEDULE

STORM SEWER

6	12" STORM F.E.S. WITH GRATING INV= 751.57	7	32' LF - 12" RCP CL @ 0.50% INV= 751.73 (12' E.W)	8	OUTFALL STRUCTURE SEE DETAIL - SHEET 9
9	54' LF - 12" RCP CL @ 0.30%	10	12" STORM F.E.S. WITH GRATING INV= 752.00	11	12" STORM F.E.S. WITH GRATING INV= 753.00
12	100' LF - 15" RCP CL @ 0.50% INV= 758.90	13	STORM M.H. TYPE B (48" DIA) RIM= 758.90 INV= 754.08 (15" N) INV= 754.45 (12" S) INV= 754.27 (15" N.S)	14	12' LF - 12" RCP CL @ 0.45% INV= 754.50
15	52' LF - 15" RCP CL @ 0.30%	16	STORM M.H. TYPE B (48" DIA) RIM= 759.10 INV= 754.45 (12" N) INV= 754.45 (12" S) INV= 754.45 (15" S)	17	17' LF - 12" RCP CL @ 0.45% INV= 755.00
18	139' LF - 12" RCP CL @ 0.45% INV= 755.08	19	STORM M.H. TYPE B (48" DIA) RIM= 758.80 INV= 755.38 (12" N.S)	20	17' LF - 12" RCP CL @ 0.45% INV= 755.25
21	139' LF - 12" RCP CL @ 0.45% INV= 755.33	22	STORM M.H. TYPE B (48" DIA) RIM= 758.80 INV= 755.38 (12" N.S)	23	32' LF - 12" RCP CL @ 0.45% INV= 755.25
24	STORM INLET WITH GRATING INV= 752.33	25	21" STORM F.E.S. WITH GRATING INV= 752.33	26	198' LF - 21" RCP CL @ 0.35% INV= 752.25
27	STORM C.B. TYPE B (48" DIA) RIM= 751.00 INV= 753.02 (21" S)	28	138' LF - 18" RCP CL @ 0.40% INV= 753.57 (15" N) INV= 753.66 (18" S)	29	51" STORM F.E.S. WITH GRATING INV= 752.25
30	124' LF - 15" RCP CL @ 0.35% INV= 754.00 (15" S)	31	STORM C.B. TYPE B (48" DIA) RIM= 757.50 INV= 752.85 (18" N) INV= 752.85 (12" S)	32	STORM C.B. TYPE B (48" DIA) RIM= 757.50 INV= 752.85 (18" N) INV= 752.85 (12" S)
33	200' LF - 21" RCP CL @ 0.30% INV= 752.95 (18" N) INV= 752.95 (12" S)	34	STORM C.B. TYPE B (48" DIA) RIM= 757.00 INV= 752.95 (18" N) INV= 752.95 (12" S)	35	117' LF - 18" RCP CL @ 0.40% INV= 752.00
36	STORM C.B. TYPE B (48" DIA) RIM= 757.25 INV= 753.50 (15" N) INV= 753.50 (18" S)	37	12" LF - 15" RCP CL @ 0.40% INV= 752.15 (8" N) INV= 752.15 (12" S)	38	STORM C.B. TYPE B (48" DIA) RIM= 758.05 INV= 754.00 (15" S)
39	12" STORM F.E.S. WITH GRATING INV= 751.00	40	207' LF - 12" RCP CL @ 0.32% INV= 751.66 (8" E) INV= 751.66 (12" N.S)	41	STORM M.H. TYPE B (48" DIA) RIM= 758.05 INV= 751.66 (8" E) INV= 751.66 (12" N.S)
42	78' LF - 12" RCP CL @ 0.50% INV= 758.15	43	STORM M.H. TYPE B (48" DIA) RIM= 758.15 INV= 752.15 (8" N) INV= 752.05 (12" S)	44	12" STORM F.E.S. WITH GRATING INV= 755.00
45	80' LF - 15" RCP CL @ 0.50% INV= 755.00	46	15" STORM F.E.S. WITH GRATING INV= 755.00	47	78' LF - 12" RCP CL @ 0.40% INV= 755.00
48	68' LF - 8" PVC STM @ 1.47% INV= 754.50	49	68' LF - 8" PVC STM @ 1.47% INV= 754.50	50	68' LF - 8" PVC STM @ 1.47% INV= 754.50

SANITARY SEWER

6	SAN MH TYPE A (48" DIA) RIM= 757.28 INV= 747.00 (16' FIELD LOCATE EXISTING 6" PVC STUB	7	18" LF - 8" PVC SAN @ 0.00%	8	SAN MH TYPE A (48" DIA) RIM= 758.08 INV= 754.00 (6" N.W.) PROL W/ 148.00 (6" S) DROP CONNECTION N.W
9	10" LF - 8" PVC SAN @ 0.00% INV= 747.60 (8' W)	10	250' LF - 8" PVC SAN @ 0.40% INV= 757.50	11	SAN MH TYPE A (48" DIA) RIM= 757.50 INV= 747.60 (8' W)





ER MAIN
TRAIT





McGRATH COMMERCE CENTER
ST. CHARLES, ILLINOIS
CONSTRUCTION STANDARDS AND DETAILS

RWG *Engineering, LLC*
Civil Engineering ♦ Real Estate Consulting ♦ Project Management

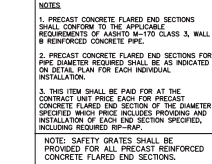
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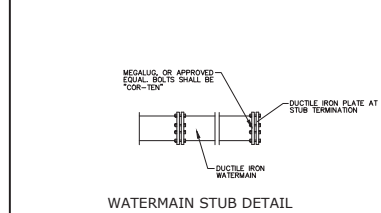
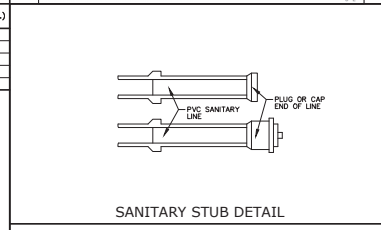
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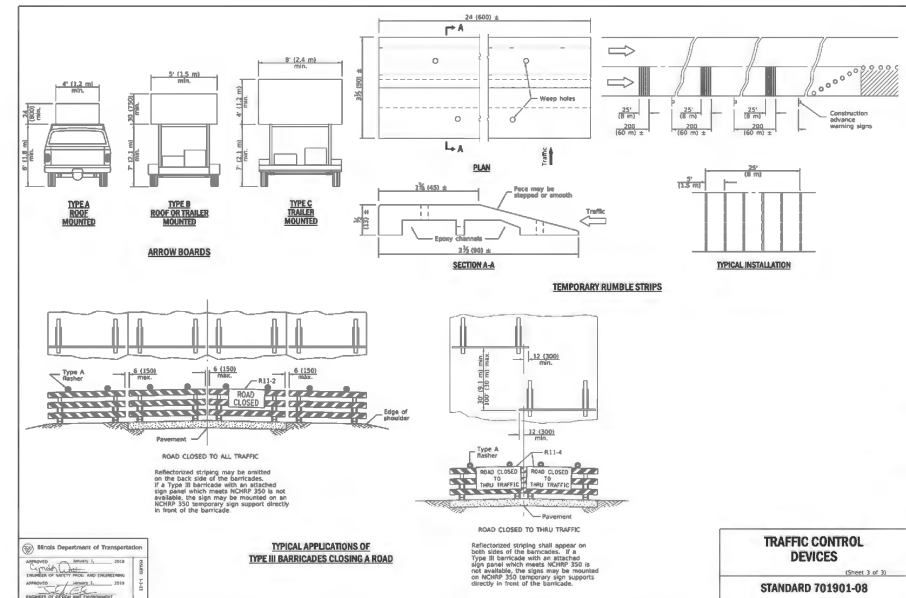
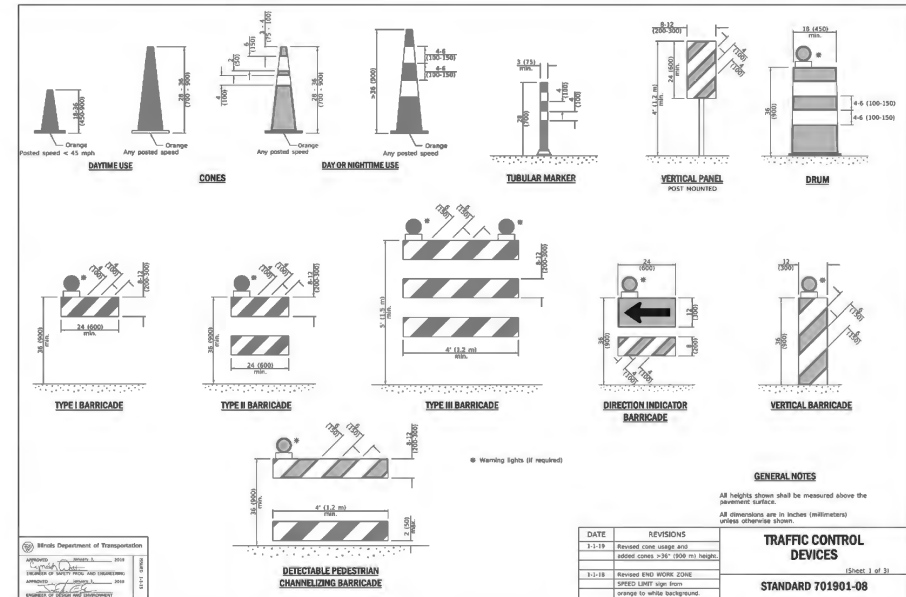
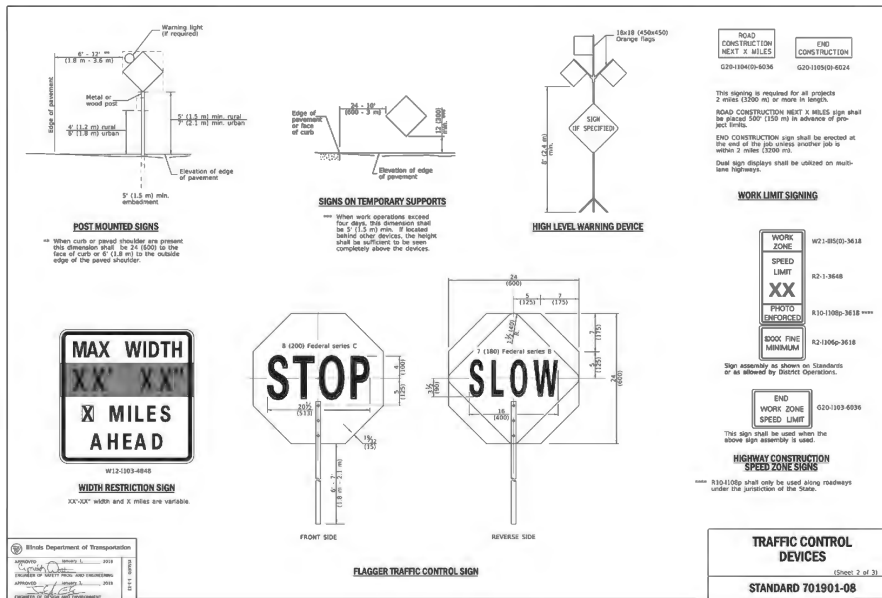
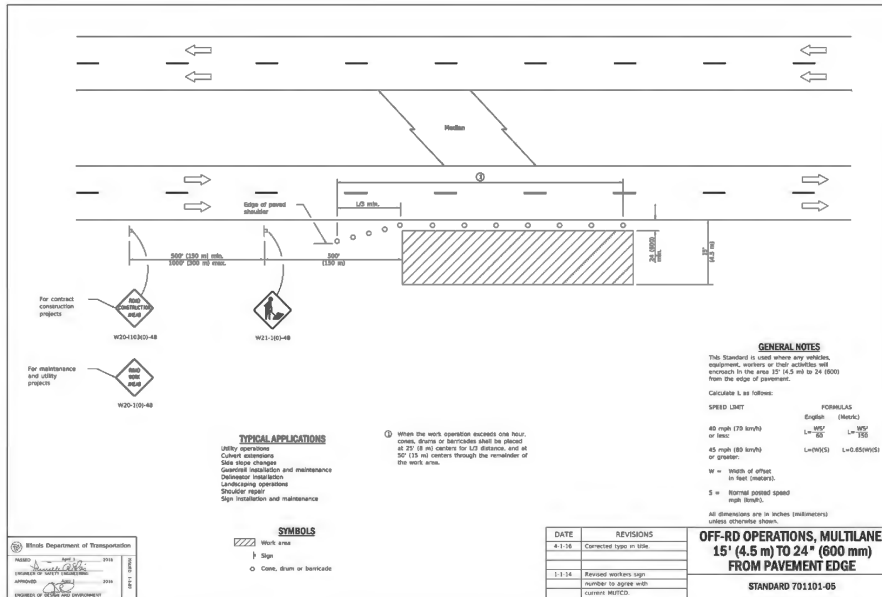
1. PRECAST CONCRETE FLARED END SECTIONS SHALL CONFORM TO THE APPLICABLE REQUIREMENTS OF ASTM A-170 CLASS 3, WALL 8 REINFORCED CONCRETE PIPE.
2. PRECAST CONCRETE FLARED END SECTIONS FOR PIPE DIAMETER REQUIRED SHALL BE AS INDICATED ON DETAIL PLAN FOR EACH INDIVIDUAL INSTALLATION.
3. THIS ITEM SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE CHARGED FOR PRECAST CONCRETE FLARED END SECTION OF THE DIAMETER SPECIFIED WHOSE PRICE INCLUDES PROVIDING AND INSTALLATION OF EACH END SECTION SPECIFIED, INCLUDING REQUIRED RIP-RAP.

NOTE: SAFETY GRATES SHALL BE PROVIDED FOR ALL PRECAST REINFORCED CONCRETE FLARED END SECTIONS.

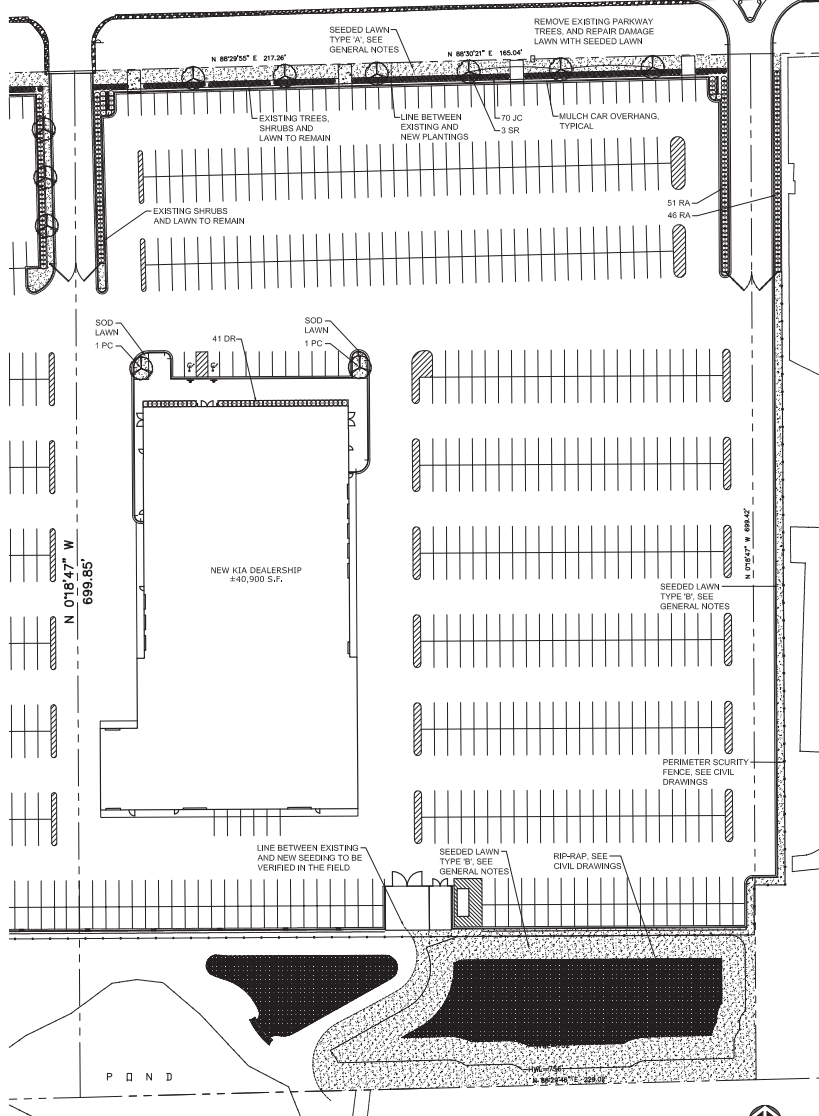


The figure consists of two diagrams: a plan view (top) and a profile view (bottom).
Plan View: Shows a rectangular trench of width W_1 and length L_{area} cut into a larger area of width W_2 . A Free Face Surface (F.F.S.) is indicated on the left side of the trench.
Profile View: Shows the trench in cross-section. The trench is filled with bedding material. The geotextile is shown as a layer with a thickness of 12" x 12" trenches. The F.F.S. is indicated on the left. The total height of the bedding material is labeled as 12" and 12" (likely indicating two layers or a total of 24 inches). The profile view also shows the trench width W_1 and the area width L_{area} .





ILLINOIS ROUTE 64 (ALSO KNOW AS E. MAIN STREET)

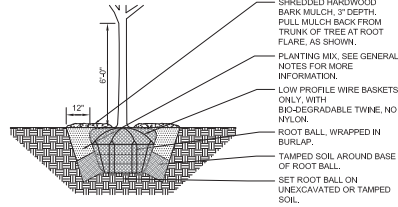


1 LANDSCAPE PLAN
SCALE: 1" = 40'-0"

PLANT LIST

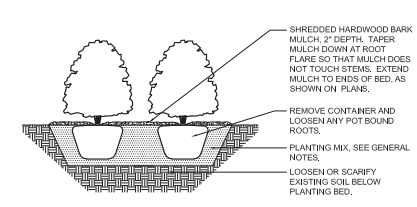
CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	ADDITIONAL NOTES
DECIDUOUS TREES					
PC	PIRUS CALLERYANA 'CHANTICLEER'	CHANTICLEER PEAR	3" CALIPER	2	BRANCHED UP 6'
SR	SYRINGA RETICULATA 'MORY SILK'	IVORY SILK JAPANESE TREE LILAC	3" CALIPER	3	BRANCHED UP 6'
DECIDUOUS SHRUBS					
DR	DIERVILLA RIVULARIS 'KODIAK RED'	KODIAK RED BUSH+HONEYUCKLE	18" HT x 24" W	41	
RA	RHUS ARAMATICA 'GRO-LOW'	GRO-LOW SUMAC	12" HT x 24" W	97	
EVERGREEN SHRUBS					
JC	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	18" HT x 24" W	70	

LOCATE ALL UNDERGROUND UTILITIES PRIOR TO DIGGING. TREE PIT WIDTH TO BE EXTENDED 12" AROUND THE ENTIRE ROOT BALL AS SHOWN IN THE DETAIL BELOW. TEST TREE PIT FOR GRABRANGE PRIOR TO INSTALLING TREE. PRUNE OFF ALL DEAD, BROKEN OR SCARRED BRANCHES, AND SHAPE PRUNE AS DIRECTED BY THE LANDSCAPE ARCHITECT. FOR TREES UP TO 4" CALIPER OR 12' HEIGHT, REMOVE APPROXIMATELY 25% OF THE OVERALL BRANCHING. LOCATE ROOT FLARE IN ROOT BALL AND SET TREE HEIGHT SO THAT ROOT FLARE IS FLUSH WITH FINISH GRADE. WATER IN THE PLANTING MIX THOROUGHLY, WHILE KEEPING THE TREE PLUMB. STRAIGHTEN TREE IF SETTLING OCCURS. WATER AND REMOVE TWINE FROM AROUND ROOT FLARE.



2 DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE

LOCATE ALL UNDERGROUND UTILITIES PRIOR TO PLANTING. SHRUBS BEDS ARE TO BE EXCAVATED AS A SINGLE SHRUB PIT. EXTEND SHRUB PIT WIDTH TO EDGES OF PLANT BED AS SHOWN ON THE LANDSCAPE PLAN. LOCATE ROOT FLARE IN ROOT BALL AND SET SHRUB HEIGHT SO THAT ROOT FLARE IS FLUSH WITH FINISH GRADE. REMOVE TWINE FROM ROOT FLARE. BACKFILL AND WATER IN THE PLANTING MIX THOROUGHLY, WHILE KEEPING THE SHRUB PLUMB. STRAIGHTEN SHRUB IF SETTLING OCCURS. PRUNE OFF ALL DEAD, BROKEN OR SCARRED BRANCHES, AND SHAPE PRUNE AS DIRECTED BY THE LANDSCAPE ARCHITECT. MULCH LIMITS FOR SHRUBS SHALL EXTEND TO ALL OUTER EDGES OF PLANTING BEDS. SEE LANDSCAPE PLAN FOR BED LAYOUTS.



3 SHRUB PLANTING DETAIL
NOT TO SCALE

GENERAL NOTES

- ALL DIMENSIONS AND SITE CONDITIONS ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR. NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO STARTING WORK. SITE PLAN, ARCHITECTURE PLAN AND SITE SURVEY WERE PROVIDED BY OTHERS.
- THE CONTRACTOR SHALL HAVE A MINIMUM OF FIVE YEARS EXPERIENCE WITH PROJECTS OF SIMILAR SIZE AND TYPE. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS.
- SPECIES AND SIZES OF PLANTS LISTED IN THE PLANT LIST ARE SUBJECT TO AVAILABILITY AT TIME OF INSTALLATION. IF SUBSTITUTIONS ARE REQUIRED, THE CONTRACTOR SHALL SUBMIT REQUESTS TO THE LANDSCAPE ARCHITECT FOR APPROVAL.
- ALL OVERHEAD AND UNDERGROUND UTILITIES ARE TO BE LOCATED PRIOR TO DIGGING OR EXCAVATION. IF UTILITIES OR OTHER OBSTRUCTIONS ARE DISCOVERED TO CONFLICT WITH GRADINGS, PLANT OR MATERIALS PLACEMENT, NOTIFY THE LANDSCAPE ARCHITECT SO THAT ADJUSTMENTS MAY BE MADE PRIOR TO PROCEEDING.
- PROVIDE POSITIVE DRAINAGE AT ALL TIMES. DO NOT OBSTRUCT THE NATURAL OR ENGINEERED DRAINAGE FLOW PATTERN. NOTIFY THE LANDSCAPE ARCHITECT OF ANY DRAINAGE CONCERNS.
- TOPSOIL DEPTH FOR ALL PLANT BEDS SHALL BE 18". TOPSOIL DEPTH FOR ALL SEEDED LAWN TYPE 'A' AREAS SHALL BE 9" DEPTH. TOPSOIL DEPTH FOR ALL SEEDED LAWN TYPE 'B' AREAS SHALL BE 6" DEPTH.
- IMPORTED TOPSOIL FOR THIS PROJECT SHALL BE FRIABLE LOAM OR SANDY LOAM, COMPRISED OF BETWEEN 20% AND 50% SILT, 10% AND 25% CLAY, AND 30% AND 60% SAND. THE pH LEVEL SHALL BE BETWEEN 6.0 AND 7.2 AND THE ORGANIC MATTER CONTENT SHALL BE BETWEEN 3% AND 6%. TOPSOIL SHALL BE FREE OF SEEDS, STONES, LARGE CLUMPS, ROOTS, LEAVES AND DEBRIS, AND SHALL NOT BE DELIVERED WHILE IN A FROZEN OR MUDDY CONDITION. CONTRACTOR SHALL PROVIDE A RECENT SOIL TEST ANALYSIS FOR ALL SOIL TO BE USED. THE ANALYSIS MUST INCLUDE THE INFORMATION REQUIRED ABOVE. IF TESTED TOPSOIL REQUIRES AMENDMENTS TO COMPLY WITH REQUIREMENTS, CONTRACTOR SHALL AMEND THE TOPSOIL, RE-TEST AND RESUBMIT THE ANALYSIS FOR APPROVAL PRIOR TO BRINGING THE TOPSOIL ON SITE.
- SOD SHALL BE A TALL FESCUE BLEND SOD, SUCH AS BLACK BEAUTY OR APPROVED EQUAL. BLUEGRASS BLEND SOD IS NOT ACCEPTABLE. UNLESS APPROVED BY THE LANDSCAPE ARCHITECT.
- SEEDED LAWN TYPE 'A' SHALL BE IDOT CLASS 2E SALT TOLERANT ROADSIDE GRASS SEED MIXTURE. INSTALL SEED AT A RATE OF 300 LBS PER ACRE. SEEDING SHALL BE INSTALLED BETWEEN MAY 1 AND JUNE 15, OR AUGUST 15 TO OCTOBER 15.
- SEEDED LAWN TYPE 'B' SHALL BE IDOT CLASS 1B LOW MAINTENANCE GRASS SEED MIXTURE. INSTALL SEED AT A RATE OF 200 LBS PER ACRE. SEEDING SHALL BE INSTALLED BETWEEN MAY 1 AND JUNE 15, OR AUGUST 15 TO OCTOBER 15.
- ALL SEEDED LAWN AREAS ARE TO BE COVERED WITH A HYDROMULCH WITH TACIFER. DETENTION SEEDING TO BE COVERED WITH AN EROSION CONTROL BLANKET.
- ALL PLANT MATERIAL MUST BE SPECIMEN QUALITY, TRUE TO SPECIES AND VARIETY, WITH FULL, DENSE AND HEALTHY FORMS. PLANTS THAT ARE NOT SPECIMEN QUALITY WILL NOT BE ACCEPTED. ALL PLANTS MUST HAVE BEEN LOCALLY GROWN AT A STATE INSPECTED AND CERTIFIED NURSERY, LOCATED WITHIN 50 MILES OF THE PROJECT SITE.
- ALL TREES SHALL BE INSPECTED BY THE LANDSCAPE ARCHITECT, AT THE NURSERY, PRIOR TO DIGGING. TREES THAT ARE ACCEPTABLE WILL BE SEALED. ALL SEALS APPLIED BY THE LANDSCAPE ARCHITECT MUST REMAIN ON THE TREES AND ARE NOT TO BE REMOVED BY THE CONTRACTOR. ALL TREES MUST HAVE SEALS IN PLACE AT TIME OF ACCEPTANCE OR WILL BE AUTOMATICALLY REJECTED. HEELED-IN TREES WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL FROM THE LANDSCAPE ARCHITECT.
- ALL SHRUBS MUST MEET THE MINIMUM SIZES GIVEN IN THE PLANT LIST AND BE SPECIMEN QUALITY. SHRUBS THAT DO NOT MEET THESE GUIDELINES WILL BE REJECTED.
- PLANT MATERIAL SHALL ONLY BE INSTALLED WITHIN THE FOLLOWING DATES: APR 1 THROUGH NOV 15
- TEST TREE PITS AND PLANT BEDS FOR ADEQUATE DRAINAGE. FILL PLANT PIT WITH 12" OF WATER. IF WATER LEVEL DOES NOT DROP A MINIMUM OF ONE INCH PER HOUR, NOTIFY THE LANDSCAPE ARCHITECT OF DRAINAGE ISSUES.
- PLANTING MIX FOR ALL PLANTINGS SHALL BE AS FOLLOWS: 80% TOPSOIL, 10% SAND AND 10% PINE FINES.
- FOR PLANTING MIXES, SAND SHALL BE ANGULAR, COARSE SAND AND PINE FINES SHALL BE 3/8" SOUTHERN PINE BARK FINES.
- EXCAVATE PARKING LOT ISLANDS AND CURBED PLANTERS TO A DEPTH OF 18" AND BACKFILL WITH TOPSOIL.
- ALL PLANT BEDS ARE TO BE WELL SHAPED 'SPADE CUT' EDGES, 3" DEPTH, IN LINES OR IN CURVES AS SHOWN ON THE DRAWINGS.
- ALL PLANT MATERIAL, INCLUDING SEED OR SOD, SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL 'ACCEPTANCE' IS GRANTED. MAINTENANCE SHALL INCLUDE, WATERING, WEEDING, PRUNING, STRAIGHTENING, SPRAYING, MULCH REPLACEMENT AND MOWING.
- THE CONTRACTOR SHALL REQUEST AN INSPECTION OF LANDSCAPE PLANTING UPON SUBSTANTIAL COMPLETION FOR 'ACCEPTANCE'. REQUEST MUST BE SUBMITTED TO LANDSCAPE ARCHITECT AT LEAST TEN DAYS PRIOR TO ANTICIPATED INSPECTION. UPON INSPECTION THE LANDSCAPE ARCHITECT SHALL PREPARE A PUNCH LIST OF UNACCEPTABLE OR OUTSTANDING ITEMS. AFTER THE ITEMS HAVE BEEN SATISFACTORILY COMPLETED AND REVIEWED, THE LANDSCAPE ARCHITECT WILL RECOMMEND 'ACCEPTANCE'. SOD AND SEED SHALL BE REVIEWED FOR ACCEPTANCE, ONLY AFTER THEY HAVE FULLY ROOTED AND HAVE BEEN MOWED AT LEAST TWICE.
- ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF 'ACCEPTANCE'. AT OR NEAR THE END OF THE GUARANTEE PERIOD, THE CONTRACTOR SHALL REQUEST AN INSPECTION OF LANDSCAPE PLANTING FOR 'FINAL ACCEPTANCE'. REQUEST MUST BE SUBMITTED TO LANDSCAPE ARCHITECT AT LEAST TEN DAYS PRIOR TO ANTICIPATED INSPECTION. UPON INSPECTION THE LANDSCAPE ARCHITECT SHALL PREPARE A PUNCH LIST OF UNACCEPTABLE ITEMS. AFTER THE ITEMS HAVE BEEN SATISFACTORILY REPLACED OR REPAIRED, REVIEWED AND APPROVED, THE LANDSCAPE ARCHITECT WILL RECOMMEND 'FINAL ACCEPTANCE'.



DANIEL WEINBACH
&
PARTNERS, LTD.

Landscape Architects

1142 W. Madison Street
Suite 206
Chicago, IL 60607

312 427-2888

Revisions

8.

7.

6.

5.

4.

3.

2.

1. ISSUED FOR OWNER REVIEW 08/03/22

Project

McGRATH
KIA

ROUTE 64
ST. CHARLES, ILLINOIS

Sheet Title

LANDSCAPE
PLAN

Date

08/03/22

Project No.

DWP 22-145

Scale

1" = 40'-0"

Sheet No.

Drawn By

FERGUSON

Approved

L-101



SIGN FAMILY 2022

SMALL MONOLITHS / MONUMENTS

Scale: 3/16"=1'

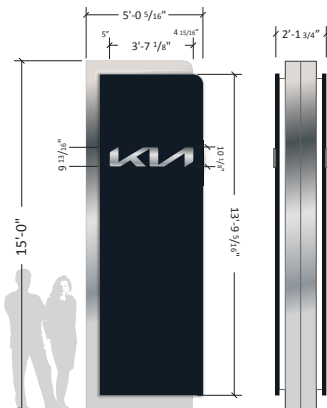
Colors

- Black KIA ACM – TBD
- Metallic Silver KIA ACM – Alfrex Exotic Mica
- Accent Lighting Lens – 7328 White
- LED – 7100K White Illumination

Specifications

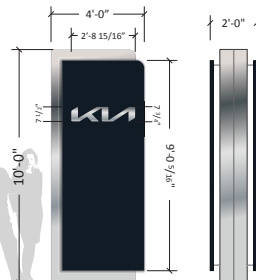
Cladding – 4MM KIA Black and Metallic Silver ACM
Accent Lighting – 7100K LED illumination with 7328 White Polycarbonate Lens
KIA Wordmark – Milled Aluminum and Plastic
"Sandwich" Design with 7100K LED illumination thru edge of filler

KUSPS15



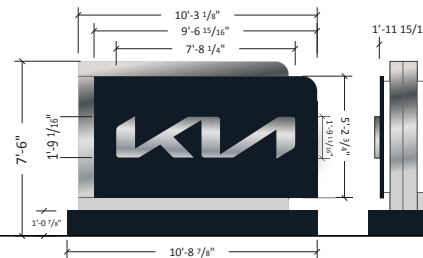
Logo: 3 Sq. Ft.
Total: 75.39 Sq. Ft.

KUSPS10



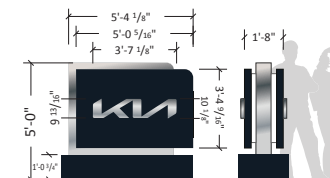
Logo: 1.77 Sq. Ft.
Total: 40 Sq. Ft.

KUSMS7



Logo: 13.89 Sq. Ft.
Total: 107.73 Sq. Ft.

KUSMS5



Logo: 3 Sq. Ft.
Total: 26.71 Sq. Ft.

Project ID

SW1-33184-R5

Date: 06-25-2021

Scale: 3/16"=1'

Sales: E. Mackle

Designer: M. Holman

Rev. #: R5 M. Holman

Date: 11-02-2021

Revision Note:
Add engineering detail.

Missing Information

Required:

Final dimensions subject to site survey and/or technical specifications.

Electrical

☒ 120V ☐ 347V

☐ Other _____

Customer Approval

Signature _____

MM/DD/YYYY

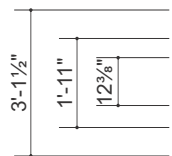
It is the Customer's responsibility to ensure that the structure of the building is designed and constructed to accept the installation of the signs being ordered. Please ask PSG to provide further details if required.

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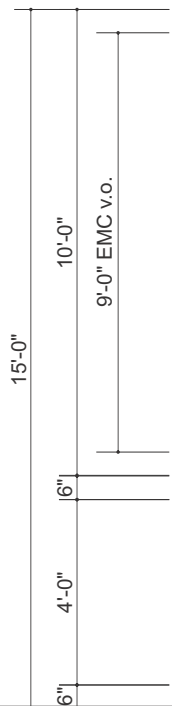
Kia America, Inc.
Sign Family 2021

Sign Item

Ground Signs



Plan View

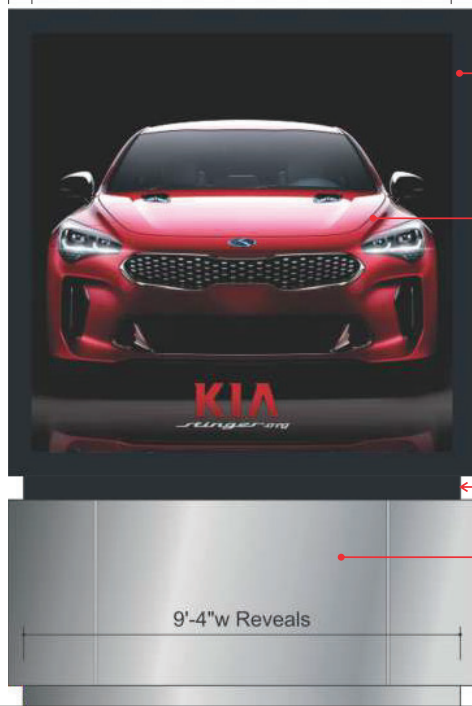


Front View



White LED Cove Lighting
in recess on sides of cabinet only

10'-0" Cabinet
9'-0" EMC v.o.



Sign Cabinet & Retainer,
painted to match
KIA Black

White LED Cove Lighting
in recess on sides of cabinet only

WatchFire 6MM Full Color
10'-0" w x 10'-0" h
EMC Units with (432 x 432 Matrix)
and a visual opening of 10'-0" w x 10'-0" h.
EMC Units are 5" deep
Square Footage: 81.0

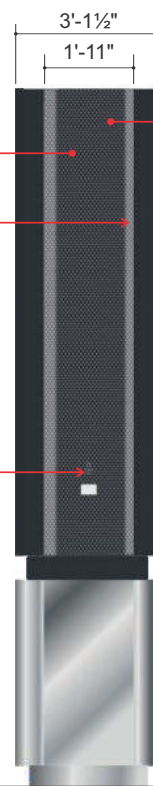
Disconnect
Switch & UL Label

6" h Reveal, painted to match
PKIA Black

ACM Cladding, painted
to match KIA Metallic Silver

9'-4" w Reveals

Grade



Side View

Sign returns to be Perf
material for venting
EMC Units

D/F Illuminated Pylon Sign - 6mm EMC Units

Scale 3/8" = 1'-0"

Qty: (1) Required

Square Footage: 81.0

(2) WatchFire 6mm Full Color EMC Units

Sign body extruded galvanized aluminum sheets painted to match colors shown.

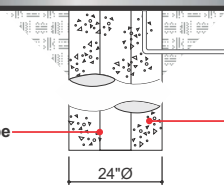
Electrical service to be brought to sign site by others.

Drawing for concept purposes only.



Black
KIA ACM

Metallic Silver
KIA ACM
Alfred Exotic Mica



8" Ø Sch 40 steel tube

Augered 24" Ø x 9'-6" d
concrete foundation with
deep bury steel tube



St Charles, IL 60174

drawn by
PAMELA F

job#: 22-9435
02-10-23
rev.#

Comments:

SIGN LAYOUT

OLYMPIK
SIGNS

1130 N. Garfield
Lombard, IL 60148

account representative
ROBBY WHITEHEAD

client

Ph.#

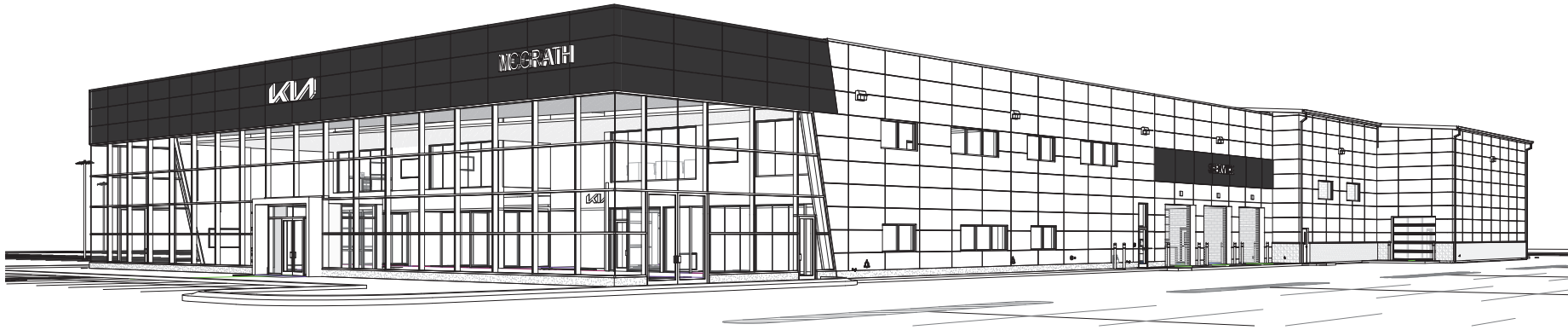
630.424.6100

Fx.#

630.424.6120

WWW.OLYSIGNS.COM

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1
A-4.1 EXTERIOR 3D VIEW- NORTHWEST CORNER

CONTROL JOINT NOTE
PROVIDE MASONRY CONTROL JOINTS AS RECOMMENDED BY MASONRY CONTRACTOR AND BLOCK SUPPLIER. CONTROL JOINTS NOT TO EXCEED 30" MAX AND 30' OF MAX.
ALL CONTROL JOINT LAYOUTS TO BE REVIEWED BY ARCHITECT/ENGINEER AT THE TIME OF CONSTRUCTION. SHOP DRAWINGS SUBMITTAL.
ALL ELEVATIONS AND LAYOUT ARE BASE ON STANDARD MODULAR BLOCK SIZES. CONTRACTOR RESPONSIBLE FOR ANY ADJUSTMENTS IN SIZES REQUIRED IF THEY CHANGE MATERIAL SIZES.

CURTAINWALL / STOREFRONT NOTE
PROVIDE PREFINISHED ALUMINUM SLIP HEAD TO MATCH ALUMINUM STOREFRONT CURTAIN WALL SYSTEM.
PROVIDE PREFINISHED EXTRUDED ALUMINUM - THERMALLY BROKEN SILL FLASHING WITH END DRAIN. INSTALL INTO A POSITIVE SLOPE WAY FROM INTERIOR AND SET IN SEALANT PER MANUFACTURER'S WRITTEN SPECIFICATIONS.
PROVIDE ALL SHIMS, SEALANT & BACKER ROD PER MANUFACTURER'S SPECIFICATIONS.

BREATHER PARTNER NOTE
FASTEN PRE-FINISHED PANELS TO GOLD-FORM FRAMING W/ SELF-TAPPING CORROSION RESISTANT SCREWS. PREHATCHED DRIVEN PINS FOR ROOF-BASED PANEL ATTACHMENT SHALL NOT BE ACCEPTED.
NOTE
MASONRY PRIME TO INCLUDE DRY-BLOCK W/ INTEGRAL WATER REPELLENT - RUMFOLD VP.

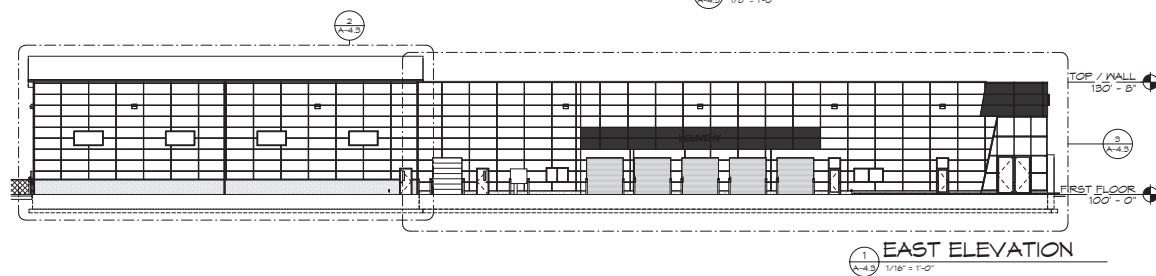
EXTERIOR FINISH KEY NOTES			
KEY NOTE	MATERIAL SUMMARY	KEY NOTE	MATERIAL SUMMARY
ACH-1	METAL PANEL (A.C.H.) MANUFACTURER: ALPOLIC MATERIAL: COMPLETE RAIN SCREEN ACH SYSTEM COLOR: T08 BLACK LOCATION: KIA FACADE, REFER TO EXTERIOR ELEVATIONS	D-1	ALUMINUM ENTRANCE IV. NSIL. GLAZING MANUFACTURER: KAWNEER 380 OR EQUAL STYLE: REFER TO DOOR SCHEDULE & ELEVATIONS (MED. STYLE) GLAZING: 1" INSULATED, TEMPERED, PPG, SOLARBAN 80, CLEAR FINISH: COLOR, CLEAR ANODIZED LOCATION: EXTERIOR, REFER TO PLANS & ELEVATIONS
ACH-2	METAL PANEL (A.C.H.) MANUFACTURER: ALPOLIC MATERIAL: COMPLETE RAIN SCREEN ACH SYSTEM COLOR: B04 SILVER METALLIC LOCATION: KIA FACADE, REFER TO EXTERIOR ELEVATIONS	D-2	HOLLOW METAL DOOR NSIL. (IV. GLAZING AS NOTED/SHOWN) STYLE: HOLLOW METAL, PAINTED, REFER TO DOOR SCHEDULE & ELEVATIONS LOCATION: EXTERIOR, REFER TO PLANS & ELEVATIONS
EPF-1	EPF (EXTERIOR INSULATION FINISH SYSTEM) MANUFACTURER: DRYVIT SYSTEMS, INC. COLOR: TO MATCH B04 GOVENTRY GRAY SYSTEM: INSULATION PLUS HD, EPF IV. MOISTURE DRAINAGE DRYVIT PERMANENT ADVANTAGE ARCHITECTURAL COATING NAME 03 1413 IS APPLIED OVER DRYVIT FINESSE SPECIALTY FINISH TEXTURE NAME 03 1026 IS INCORPORATING DRYVIT STRATOTONE HIGH PERFORMANCE COLORANT (B) LOCATION: EXTERIOR, REFER TO PLANS & ELEVATIONS	D-3	OVERHEAD DOOR NSIL- ALUM. IV. GLAZING (REGULAR SPEED) MANUFACTURER: T.B.D. STYLE: ALUMINUM IV. NSIL GLAZING GLAZING: INSULATED, TEMPERED, PPG, SOLARBAN 80, CLEAR FINISH: COLOR, CLEAR ANODIZED LOCATION: EXTERIOR, REFER TO PLANS & ELEVATIONS
CONC-1	CONCRETE COLOR: PAINT (COLOR TBD) NOTE: WIND RUB SMOOTH FINISH LOCATION: EXTERIOR WALLS, REFER TO PLANS & ELEVATIONS	D-4	OVERHEAD DOOR NSIL- ALUM. IV. GLAZING (HIGH SPEED) MANUFACTURER: T.B.D. STYLE: ALUMINUM IV. NSIL GLAZING GLAZING: INSULATED, TEMPERED, PPG, SOLARBAN 80, CLEAR FINISH: COLOR, CLEAR ANODIZED LOCATION: EXTERIOR, REFER TO PLANS & ELEVATIONS
CH-1	BURNISHED GALV SUPPLIER: COUNTY MATERIALS COLOR: ECHO (80-2818), WITH BK TRIGHT KURE & SEAL SEALANT MATERIAL: GREY LOCATION: EXTERIOR WALLS, REFER TO PLANS & ELEVATIONS	D-5	OVERHEAD DOOR NSIL- ALUM. IV. GLAZING (HIGH SPEED) MANUFACTURER: T.B.D. STYLE: ALUMINUM IV. (2) ROWS NSIL GLAZING GLAZING: INSULATED, TEMPERED, PPG, SOLARBAN 80, CLEAR FINISH: COLOR, CLEAR ANODIZED LOCATION: EXTERIOR, REFER TO PLANS & ELEVATIONS
PC-1	PRECAST WALL SUPPLIER: LOCAL SUPPLIER COLOR: T80 MATERIAL: T80 LOCATION: EXTERIOR WALLS, REFER TO PLANS & ELEVATIONS	D-6	OVERHEAD DOOR POLYCARBONATE PANELS IV. ALUM. FRAME MANUFACTURER: OVERHEAD DOOR COMPANY OR EQUAL STYLE: REFER TO DOOR SCHEDULE & ELEVATIONS LOCATION: EXTERIOR, REFER TO PLANS & ELEVATIONS
		D-7	OVERHEAD DOOR NSIL- PREFINISHED MANUFACTURER: OVERHEAD DOOR COMPANY OR EQUAL STYLE: REFER TO DOOR SCHEDULE & ELEVATIONS COLOR: WHITE LOCATION: EXTERIOR, REFER TO PLANS & ELEVATIONS
		CH-1	ALUMINUM CURTAINWALL SYSTEM NOTE: KAWNEER STYLE: 1600-2, STRUCTURAL SILICONE GLAZING AT VERTICAL MULLIONS, EXPRESSED CLEAR ANODIZED FRAME AT HORIZONTAL MULLIONS GLAZING: 1" INSULATED, PPG, SOLARBAN 80, CLEAR FINISH: COLOR, CLEAR ANODIZED, GLASS LOCATION: EXTERIOR WALLS, REFER TO PLANS & ELEVATIONS
		BP-1	ALUMINUM STOREFRONT SYSTEM NOTE: KAWNEER TRIFAB 4818 (BASE OF DESIGN) STYLE: 214" STOREFRONT FRAMING GLAZING: 1" INSULATED, PPG, SOLARBAN 80, CLEAR FINISH: COLOR, CLEAR ANODIZED, GLASS LOCATION: EXTERIOR WALLS, REFER TO PLANS & ELEVATIONS
		MTL-1	STANDING SEAM METAL ROOF NOTE: T80 STYLE: STANDING SEAM FINISH: COLOR, T80 LOCATION: EXTERIOR SERVICE ROOF, REFER TO PLANS & ELEVATIONS
		BP-1	FREE BOLLS IV. POLY. COVER BOLLS: 9TL. CONC. FILLED, REFER TO PLANS, NOTES, & DETAILS POLY. COVER: MFL, T.B.D. COLOR: T80
		GD-1	OVERLOOK DRAIN STYLE: BRASS LAMBS TONGUE IV. BIRD SCREEN
		PP-1	WALL PACK LIGHT FIXTURE REFER TO REFLECTED CEILING PLAN COLOR: BLACK
		BBS-1	BUILDING EXTERIOR SIGNAGE (BY OTHER) MANUFACTURER: PATTERSON SIGN GROUP STYLE: TYPE, KIA SYMBOL/LETTERS POWER REQUIREMENTS: POWER IS REQUIRED. REFER TO ELECTRICAL DRAWINGS. COORDINATE IV. OWNER AND SIGNAGE VENDOR. NOTE: CONTRACTOR TO PROVIDE REQUIRED BLOCKING (BLOCKING TO BE PAINTED WHERE EXPOSED TO MATCH WALL PANEL COLOR) INSTALL ACCESS PANELS AT LOCATIONS WHERE NEEDED. REFER TO PLANS. DEALER NOTE: EXTERIOR SIGNAGE IS PURCHASED BY DEALER & INSTALLED BY SIGN MFR. VENDOR.
		BBS-2	BUILDING EXTERIOR SIGNAGE (BY OTHER) MANUFACTURER: PATTERSON SIGN GROUP STYLE: TYPE, DEALER NAME SIGNAGE POWER REQUIREMENTS: POWER IS REQUIRED. REFER TO ELECTRICAL DRAWINGS. COORDINATE IV. OWNER AND SIGNAGE VENDOR. NOTE: CONTRACTOR TO PROVIDE REQUIRED BLOCKING (BLOCKING TO BE PAINTED WHERE EXPOSED TO MATCH WALL PANEL COLOR) INSTALL ACCESS PANELS AT LOCATIONS WHERE NEEDED. REFER TO PLANS. DEALER NOTE: EXTERIOR SIGNAGE IS PURCHASED BY DEALER & INSTALLED BY SIGN MFR. VENDOR.
		BBS-3	BUILDING EXTERIOR SIGNAGE (BY OTHER) MANUFACTURER: PATTERSON SIGN GROUP STYLE: TYPE, SERVICE SIGNAGE POWER REQUIREMENTS: POWER IS REQUIRED. REFER TO ELECTRICAL DRAWINGS. COORDINATE IV. OWNER AND SIGNAGE VENDOR. NOTE: CONTRACTOR TO PROVIDE REQUIRED BLOCKING (BLOCKING TO BE PAINTED WHERE EXPOSED TO MATCH WALL PANEL COLOR) INSTALL ACCESS PANELS AT LOCATIONS WHERE NEEDED. REFER TO PLANS. DEALER NOTE: EXTERIOR SIGNAGE IS PURCHASED BY DEALER & INSTALLED BY SIGN MFR. VENDOR.
		BBS-4	BUILDING EXTERIOR SIGNAGE (BY OTHER) MANUFACTURER: PATTERSON SIGN GROUP STYLE: TYPE, DELIVERY SIGNAGE POWER REQUIREMENTS: POWER IS REQUIRED. REFER TO ELECTRICAL DRAWINGS. COORDINATE IV. OWNER AND SIGNAGE VENDOR. NOTE: CONTRACTOR TO PROVIDE REQUIRED BLOCKING (BLOCKING TO BE PAINTED WHERE EXPOSED TO MATCH WALL PANEL COLOR) INSTALL ACCESS PANELS AT LOCATIONS WHERE NEEDED. REFER TO PLANS. DEALER NOTE: EXTERIOR SIGNAGE IS PURCHASED BY DEALER & INSTALLED BY SIGN MFR. VENDOR.
		BBS-5	BUILDING EXTERIOR SIGNAGE (BY OTHER) MANUFACTURER: SIGNAL TECHNOLOGIES STYLE: TYPE, 10"X10" DIRECTIONAL LED LANE LIGHTS - X/DOWN ARROW POWER REQUIREMENTS: POWER IS REQUIRED. REFER TO ELECTRICAL DRAWINGS. NOTE: CONTRACTOR TO PROVIDE REQUIRED BLOCKING. DEALER NOTE: THESE SIGNS ARE TO BE PROVIDED AND INSTALLED BY CONTRACTOR. CONTRACTOR TO PROVIDE REQUIRED POWER AND BLOCKING.
		GP-1	MTL. WALL CORNICE (PREFINISHED) NOTE: UN-GLAZ. PAC-GLAZ OR EQUAL STYLE: PREFINISHED MTL. CORNICE SYSTEM FINISH: COLOR, FINISH & COLOR TO MATCH ADJACENT WALL COLOR LOCATION: EXTERIOR WALLS, REFER TO PLANS & ELEVATIONS
		GP-2	ACH. CORNICE SYSTEM (WALL CORNICE) NOTE: REYNOLDS COLOR: COLOR TO MATCH ADJACENT WALL COLOR SYSTEM: TYPE, DRY JOINT SYSTEM (RAIN-SCREEN) LOCATION: EXTERIOR WALLS - CORNICE WHERE ACH IS LOCATED - REFER TO PLANS AND ELEVATIONS
		DS-1	DOWNSPOUT TYPE: PREFINISHED METAL. CONNECT TO STORM SYSTEM COLOR: T80 LOCATION: EXTERIOR - REFER TO ELEVATIONS
		BT-1	BUTTER TYPE: PREFINISHED METAL COLOR: T80 LOCATION: EXTERIOR - REFER TO ELEVATIONS
		BH-1	BK. MTL. PARAPET ROOF MATERIAL: HEAVY GAUGE ALUMINUM FINISH: COLOR, FINISH & COLOR TO MATCH ADJACENT WALL COLOR LOCATION: EXTERIOR PITCHED ROOF, REFER TO PLANS & ELEVATIONS



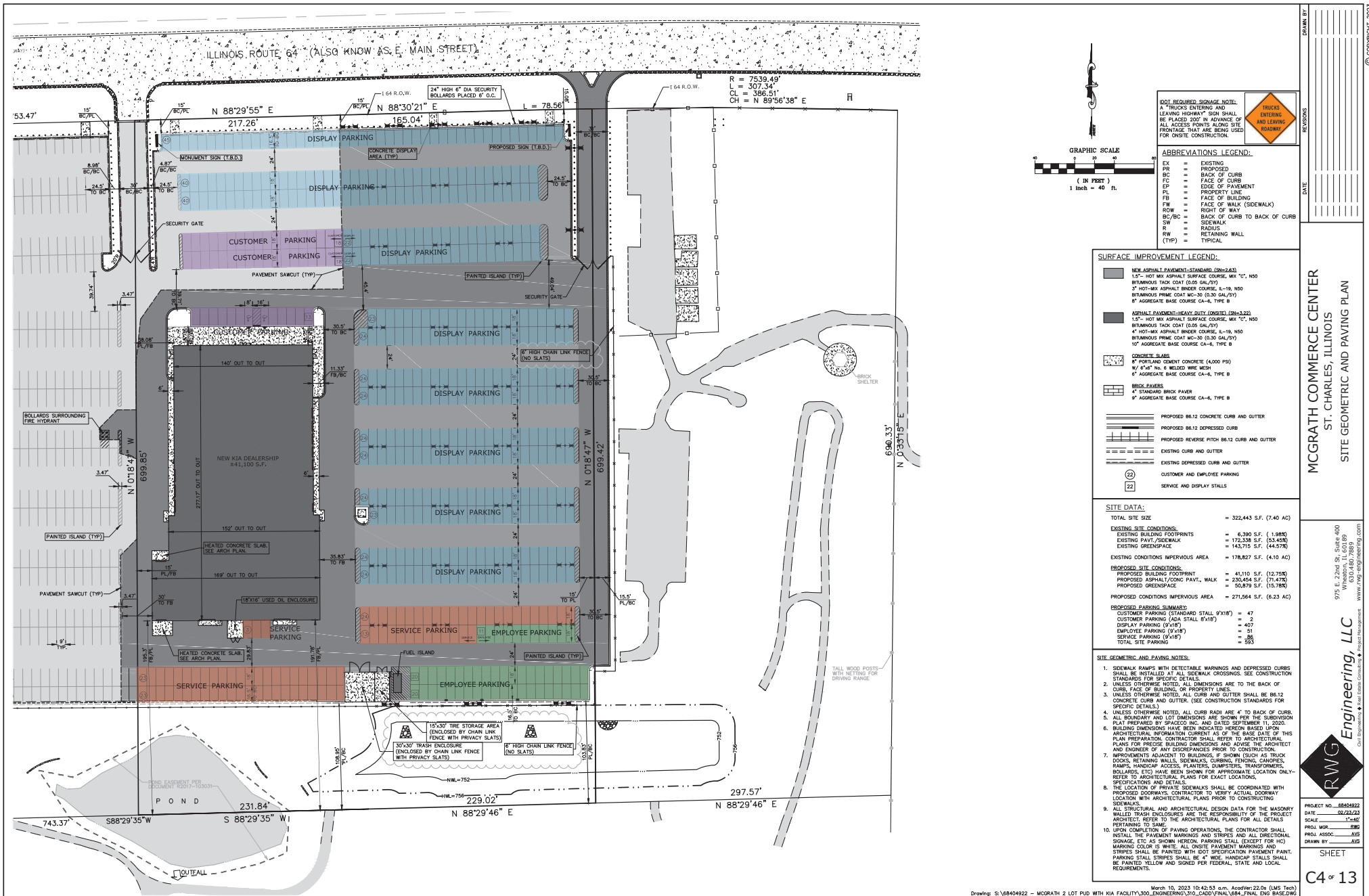
date: 01-09-2023
job: 22-065
d. by: KJF
rev.: ADD #1: 01-21-2023
ADD #3: 02-23-2023

A-4.2









MCGRATH COMMERCE CENTER
ST. CHARLES, ILLINOIS
SITE GEOMETRIC AND PAVING PLAN

975 E. 22nd St, Suite 400
St. Charles, IL 60104
630.480.7859
www.rwg-engineering.com

RWG Engineering, LLC
Civil Engineering & Site Design Consulting & Report Preparation

PROJECT NO.: 68404922
DATE: 02/23/23
SCALE: 1"=40'
PROJ. MGR.: RWG
PROJ. ASSOC.: AJS
DRAWN BY: AJS

SHEET
C4 of 13

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REFER TO:

Minutes 2-16-2021

Page _____

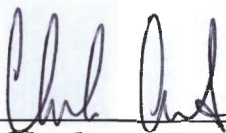
City of St. Charles, Illinois

Ordinance No.: 2021-Z-3

**An Ordinance Granting Approval a Special
Use for Planned Unit Development and PUD
Preliminary Plan for McGrath Business
Center.**

**Adopted by the
City Council
of the
City of St. Charles
February 16, 2021**

Published in pamphlet form by
authority of the City Council
of the City of St. Charles,
Kane and Du Page Counties,
Illinois, **February 23, 2021**



City Clerk



(SEAL)

City of St. Charles, Illinois
Ordinance No. 2021-Z-3

An Ordinance Granting Approval a Special Use for Planned Unit Development and PUD Preliminary Plan for McGrath Business Center

WHEREAS, on or about December 22, 2020, 4075 E. Main, LLC (the “Applicant”) filed a petition for Special Use for Planned Unit Development for the real estate legally described on Exhibit “A” attached hereto and incorporated herein (the “Subject Property”) and PUD Preliminary Plan for a portion of the Subject Property identified as Parcel 1 and Parcel 2 as described on Exhibit “A”, for the purpose of developing a coordinated business development with automobile dealerships and/or other commercial uses; and

WHEREAS, Notice of Public Hearing on said petition for Special Use for Planned Unit Development was published on or about January 16, 2021 in a newspaper having general circulation within the City, to-wit, the Daily Herald newspaper, as required by the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, pursuant to said Notice, the Plan Commission conducted a public hearing on or about February 2, 2021 on said petitions in accordance with the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, at said Public Hearing, the Applicant presented testimony in support of said petitions and all interested parties had an opportunity to be heard; and,

WHEREAS, the Plan Commission recommended approval of said Special Use for Planned Unit Development and PUD Preliminary Plan petitions on or about February 2, 2021; and,

WHEREAS, the Planning & Development Committee of the City Council recommended approval of said petitions on or about February 8, 2021; and,

WHEREAS, the City Council of the City of St. Charles has received the recommendations of the Plan Commission and Planning & Development Committee and has considered the same.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, as follows:

1. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Ordinance as though fully set out in this Section 1.

2. That passage of this Ordinance shall constitute approval of a Special Use for Planned Unit Development pursuant to the provisions of Title 17 of the St. Charles Municipal Code, as amended, and based upon the Applicant’s petitions and the evidence presented at the Public Hearing, the City Council hereby finds that the Special Use for Planned Unit Development is in the

public interest and adopts the Criteria for Planned Unit Developments, set forth on Exhibit “B”, which is attached hereto and incorporated herein.

3. That passage of this Ordinance shall constitute approval of the PUD Preliminary Plan for a portion of the Subject Property identified as Parcel 1 and Parcel 2 as described on Exhibit “A”, incorporated herein as Exhibit “C”, such that the following documents and illustrations, collectively the “PUD Preliminary Plan”, are hereby approved, reduced copies of which are attached hereto, subject to satisfactory resolution of all outstanding staff review comments and compliance with such conditions, corrections, and modifications as may be required by the Director of Community & Economic Development, Director of Public Works and Fire Chief to comply with the requirements of the St. Charles Municipal Code:

- Architectural Elevations for McGrath Honda, titled “Exterior Elevations” and “Materials”; Simon Design Group, LLC, dated 1/5/2021
- Freestanding signs for McGrath Honda
- Landscape Plan for McGrath Honda; Daniel Weinbach and Partners, LTD, dated 1/12/2021
- Photometric Plan for McGrath Honda; LSI, revised 12/17/2020
- Preliminary Engineering Plans for McGrath Honda, RWG Engineering:
 - Site Geometric and Paving Plan, revised 2/3/2021
 - Grading Plan, dated 1/15/2021
 - Utility Plan, dated 1/15/2021
 - Route 64 Access Road- Site Geometric and Paving/Grading Plan, dated 1/15/2021
 - Route 64 Access Road- Utility Plan/Centerline Profile, dated 1/15/2021

4. The Subject Property shall be developed only in accordance with all ordinances of the City as now in effect and as hereafter amended (except as specifically varied herein), and subject to the terms, conditions and restrictions set forth herein, as follows:

- a. Zoning: The Subject Property shall be subject to the requirements of the BR Regional Business District, as amended, and all other applicable requirements of Title 17 of the St. Charles Municipal Code (“Zoning”), as amended, except as specifically varied in the “PUD Deviations” attached hereto and incorporated herein as Exhibit “D”. The PUD Sketch Plan, titled “PUD Exhibit”, RWG Engineering, dated 2/3/2021, attached hereto as Exhibit “E”, is attached for reference to demonstrate a potential future development utilizing the PUD Deviations.
- b. Parcel 3: Notwithstanding anything to the contrary in this Ordinance, the Special Use for Planned Unit Development herein granted shall only be applicable to Parcel 3, as described on Exhibit “A”, from and after the date the Applicant or its affiliate has submitted to the City proof acceptable to the City that the Applicant or its affiliate has acquired fee simple title to Parcel 3, and if such proof is not submitted to the City on or before July 1, 2021, the approvals contained in this Ordinance shall be of no further force or effect as to Parcel 3.

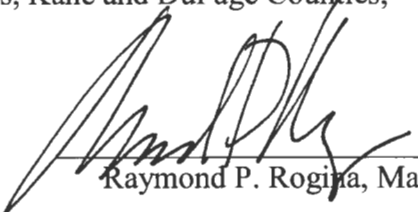
- c. City Gateway Feature: Within 90 days of Applicant acquiring fee simple title to Parcel 3, Applicant shall provide the City an easement for a future City Gateway Feature to be located at the northeast corner of Parcel 3. Said easement shall measure approximately 10 ft. by 10 ft. and be located at the northeast corner of Parcel 3, within the landscape setback area adjoining Illinois Route 64 right-of-way. The City shall grant the Applicant the right to review and approve any improvements within the easement area, which may include a "Welcome to St. Charles" sign, electronic changeable copy sign, landscaping, lighting, and/or other decorative architectural "gateway" elements, such as fencing. Said easement may be relocated or modified by agreement between the City and Applicant, or any successor owner of Parcel 3, without requiring amendment of this ordinance.

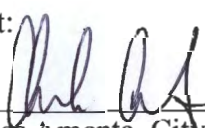
5. That after the adoption and approval hereof, the Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation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

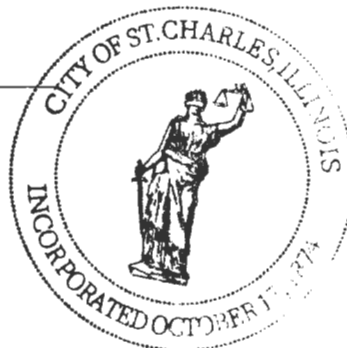
PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 16th day of February 2021.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 16th day of February 2021.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 16th day of February 2021.


Raymond P. Rogina, Mayor

Attest: 
Charles Amenta, City Clerk



Vote:
Ayes: 10
Nays: 0
Absent: 0
Abstain: 0
Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1:

The western most approximate 410 feet of Lot 1 in Pheasant Run Resort Subdivision, according to the plat thereof recorded November 5, 2020 in the office of the DuPage County Recorder of Deeds as document no. R2020-131136.

Parcel 2:

The eastern-most approximate 343.47 feet of Lot 1 in Pheasant Run Resort Subdivision, according to the plat thereof recorded November 5, 2020 in the office of the DuPage County Recorder of Deeds as document no. R2020-131136.

Parcel 3:

Part 1: That part of the South Half of Section 30, Township 40 North, Range 9 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the Northeast corner of Lot 1 of Pheasant Run Resort Subdivision, being a subdivision of part of said South Half of Section 20, according to the plat thereof recorded November 5, 2020 as Document No. R2020-131136 (said point being on the Southerly Right of Way of State Route 64, North Avenue); thence North 88 degrees 30 minutes 21 seconds East along said right of way, 165.04 feet to a point of curve; thence Easterly along said Southerly line, being on a curve to the right having a radius of 7539.49 feet, an arc distance of 365.55 feet, (the chord of the last described curve bearing North 89 degrees 56 minutes 38 seconds East, 386.51 feet), to a West line of the Wayne Township Supervisor's Assessment Plat Number Two, recorded March 31, 1945 as Document No. 475538; thence South 00 degrees 33 minutes 15 seconds West along the West line thereof, 690.38 feet; thence South 88 degrees 29 minutes 47 seconds West, 526.60 feet to the Southeast corner of Lot 1 aforesaid, thence North 01 degrees 30 minutes 25 seconds West along the East line of said lot, 699.68, to the Point of Beginning

Part 2: Easements For Benefit Of Part 1 For Ingress And Egress And Vehicular Access Created By Non-Exclusive Access, Ingress Egress And Utility Easement By St. Charles Resort, LLC And DuPage Airport Authority Recorded October 13, 2020 Document R2020-117035

EXHIBIT “B”

CRITERIA FOR PLANNED UNIT DEVELOPMENTS

- i. The proposed PUD advances one or more of the purposes of the Planned Unit Development procedure stated in Section 17.04.400.A.**
 - 1. To promote a creative approach to site improvements and building design that results in a distinctive, attractive development that has a strong sense of place, yet becomes an integral part of the community.**
 - 2. To create places oriented to the pedestrian that promote physical activity and social interaction, including but not limited to walkable neighborhoods, usable open space and recreational facilities for the enjoyment of all.**
 - 3. To encourage a harmonious mix of land uses and a variety of housing types and prices.**
 - 4. To preserve native vegetation, topographic and geological features, and environmentally sensitive areas.**
 - 5. To promote the economical development and efficient use of land, utilities, street improvements, drainage facilities, structures and other facilities.**
 - 6. To encourage redevelopment of sites containing obsolete or inappropriate buildings or uses.**
 - 7. To encourage a collaborative process among developers, neighboring property owners and residents, governmental bodies and the community**

The proposed McGrath Commerce Center PUD will advance the following objectives:

- a. The proposed McGrath Commerce Center PUD will promote a creative approach to site improvements and building design that results in a distinctive, attractive development that has a strong sense of place, yet becomes an integral part of the community.**
 - b. The proposed McGrath Commerce Center PUD will promote the economical development and efficient use of land, utilities, street improvements, drainage facilities, structures and other facilities.**
 - c. The proposed McGrath Commerce Center PUD will encourage redevelopment of sites containing obsolete or inappropriate buildings or uses.**
- ii. The proposed PUD and PUD Preliminary Plans conform to the requirements of the underlying zoning district or districts in which the PUD is located and to the applicable Design Review Standards contained in Chapter 17.06, except where:**
 - A. Conforming to the requirements would inhibit creative design that serves community goals, or**
 - B. Conforming to the requirements would be impractical and the proposed PUD will provide benefits that outweigh those that would have been realized by conforming to the applicable requirements.**

Factors listed in Section 17.04.400.B shall be used to justify the relief from requirements:

- 1. The PUD will provide community amenities beyond those required by ordinance, such as recreational facilities, public plazas, gardens, public art, pedestrian and transit facilities.**
- 2. The PUD will preserve open space, natural beauty and critical environmental areas in excess of what is required by ordinance or other regulation.**
- 3. The PUD will provide superior landscaping, buffering or screening.**
- 4. The buildings within the PUD offer high quality architectural design.**
- 5. The PUD provides for energy efficient building and site design.**
- 6. The PUD provides for the use of innovative stormwater management techniques.**
- 7. The PUD provides accessible dwelling units in numbers or with features beyond what is required by the Americans with Disabilities Act (ADA) or other applicable codes.**
- 8. The PUD provides affordable dwelling units in conformance with, or in excess of, City policies and ordinances.**
- 9. The PUD preserves historic buildings, sites or neighborhoods.**

The departures requested as part of the proposed McGrath Commerce Center PUD (i) are necessary to deal with unique physical characteristics of the Subject Property, and (ii) will, if granted, result in a very desirable rehabilitation of a deteriorated commercial area within the City, and (iii) will, if granted, provide benefits (both financial, and aesthetically) that outweigh those that would have been realized by conforming to the applicable requirements

iii. The proposed PUD conforms with the standards applicable to Special Use (Section 17.04.330.C.2):

- A. Public Convenience: The Special Use will serve the public convenience at the proposed location.**
The proposed McGrath Commerce Center PUD will provide and / or expand upon valuable automobile sales and other commercial / retail services to the community.
- B. Sufficient Infrastructure: That adequate utilities, access roads, drainage and/or necessary facilities have been, or are being, provided.**
There are adequate utilities, roads and other infrastructure to serve the proposed PUD.
- C. Effect on Nearby Property: That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.**

The proposed Special Use for PUD will not be injurious to the use or enjoyment of other properties in the immediate vicinity and will, instead, augment and help to increase the property values of same.

D. Effect on Development of Surrounding Property: That the establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

The proposed Special Use for PUD will not impede the normal and orderly development and improvement of surrounding properties.

E. Effect on General Welfare: That the establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort or general welfare.

The proposed Special Use for PUD will not be detrimental to or endanger the public health, safety, comfort or general welfare of the community.

F. Conformance with Codes: That the proposed Special Use conforms to all applicable provisions of the St. Charles Municipal Code and meets or exceeds all applicable provisions of this Title, except as may be varied pursuant to a Special Use for Planned Unit Development.

The proposed Special Use for PUD will conform to all existing Federal, State and local legislation and regulation except to the extent expressly modified by the PUD.

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

The Subject property has been vacant and underutilized for many years, and does not contribute sufficiently to the City's tax base. The proposed Special Use for PUD will allowed this property to be placed into economically beneficially use for the City and its residents.

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

The proposed McGrath Commerce Center PUD Project is situated in the City's East Gateway Subarea and in the Main Street Subarea. The McGrath PUD Project, if implemented, will serve the following goals and objectives of said Subareas in the following ways:

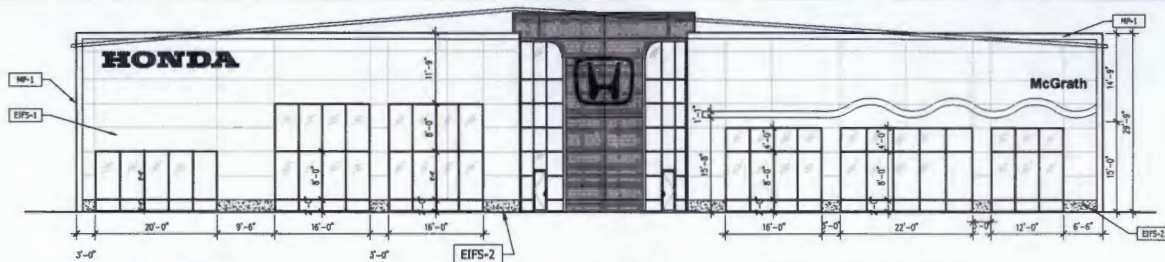
- (a) The Project will a unified image and identity for St. Charles, but recognizing the individual character of the areas through which it passes.
- (b) The Project will provide optimal access to uses and destinations throughout the full length the City.
- (c) The Project will revitalize the Subarea's retail areas that maximizes the locational assets within this area of the City.
- (d) The Project will improve community and corridor character through the use of gateways, streetscaping improvements, landscaping, and other element. It is

proposed that, at the north-east corner of Parcel 3, the Developer will provide a place for the City to install and maintain a “Welcome to St. Charles” gateway feature.

- (e) The Project will improve the appearance of the Main Street Corridors to assist in strengthening the community’s identity and appearance through installation of streetscaping, wayfinding and gateway elements.
- (f) The Project will result in the creation of market-responsive development parcels that can accommodate projects of an appropriate scale and phasing over time.
- (g) The Project will enhance the character of both existing and new development through site improvements, facade enhancements, consistent signage regulation, and attractive building design and materials.

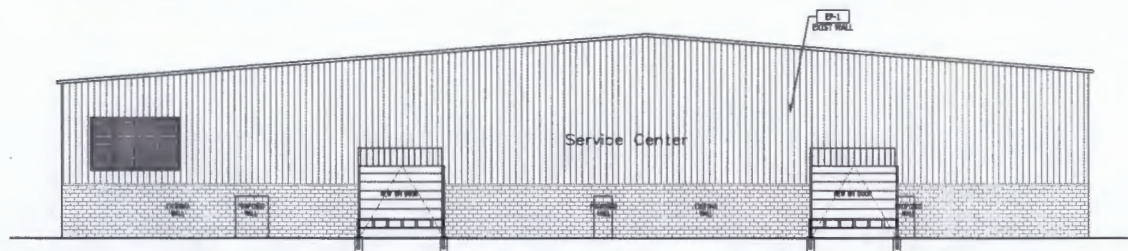
EXHIBIT “C”

PUD PRELIMINARY PLAN



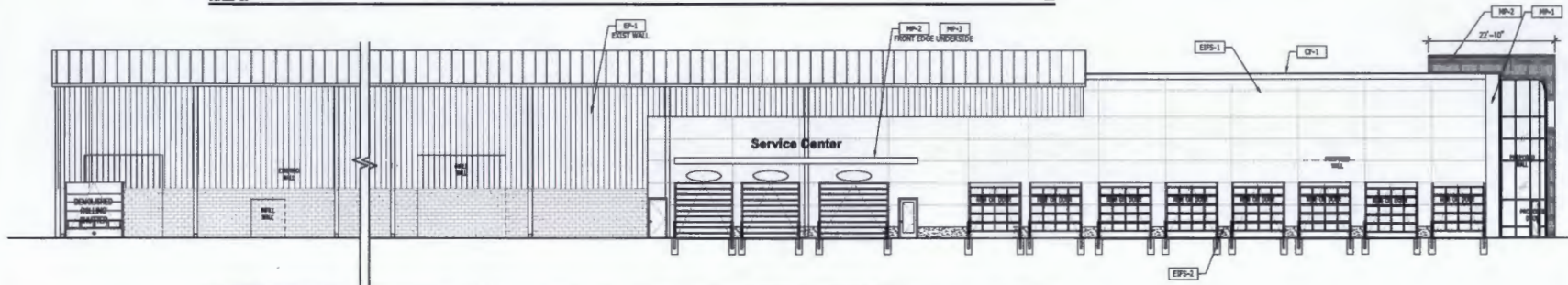
NORTH ELEVATION
SCALE: 1/8"

1



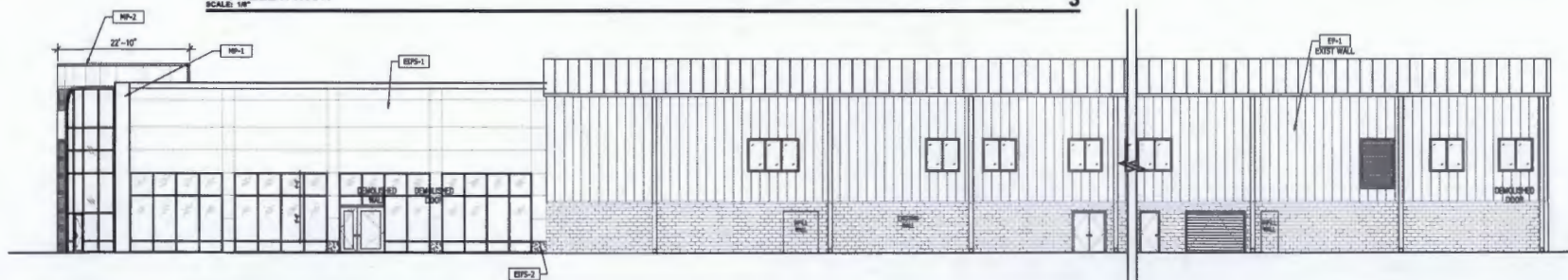
SOUTH ELEVATION
SCALE: 1/8"

2



EAST ELEVATION
SCALE: 1/8"

3



WEST ELEVATION
SCALE: 1/8"

4

DRAWING NOTES

- EXISTING EIFS REVEALS TO REMAIN. NEW EIFS REVEALS TO MATCH EXISTING.
- SIGNAGE CENTERED ABOVE OVERHEAD DOORS AND CENTERED BETWEEN TOP OF DOOR AND BOTTOM OF CANOPY.
- THE INTENT OF THE GUTTER SHROUD IS TO DISGUISE THE GUTTER. SEE DETAILS.
- SIGNAGE CENTERED ON WALL.
- WAVE CANOPY. SEE A04.02 FOR PROFILE DIMENSIONS.

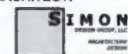
PROJECT:



McGrath Honda, St. Charles
Pleasant Run Redevelopment
St. Charles, IL

GENERAL CONTRACTOR:

ARCHITECT:



500 Lake Cook Road, Suite 350
Deerfield, IL 60015
Tel: 847.977.0000
www.simonarch.com

CIVIL:

RWG Civil Engineering
875 E. 22nd Street, Suite 400
Wheaton, IL 60189

Tel: 630.950.2000
Direct: 630.774.3801
Also: Robert Gudimovich

STRUCTURAL:

Virgilio & Associates, LTD
Structural Engineers
24089 North Echo Lake Road
Lake Zurich, IL 60047

Tel: 847.585.8111
Fax: 847.585.8204
www.virgilio.com

Also: Paul Virgilio

**MECH / PLUMB / ELEC
ENGINEER:**

ALPHA COMM. ENG.
1363 Shawnee Road
Northbrook, IL 60062

Tel: 224.489.4900
Also: Ralph Reinhardt

PROFESSIONAL SEAL:

1/15/2021 - ISSUED FOR PERMIT

EXTERIOR ELEVATIONS

A4.01

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HP-1 Metal Panel, Exterior Finish, Anodized



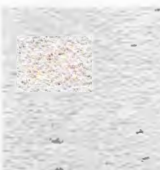
HP-2 Metal Panel, Exterior Finish, Anodized



HP-3 Metal Panel, Exterior Finish, Anodized



HP-4 Metal Panel, Exterior Finish, Anodized



HP-5 Metal Panel, Exterior Finish, Anodized



HP-6 Metal Panel, Exterior Finish, Anodized

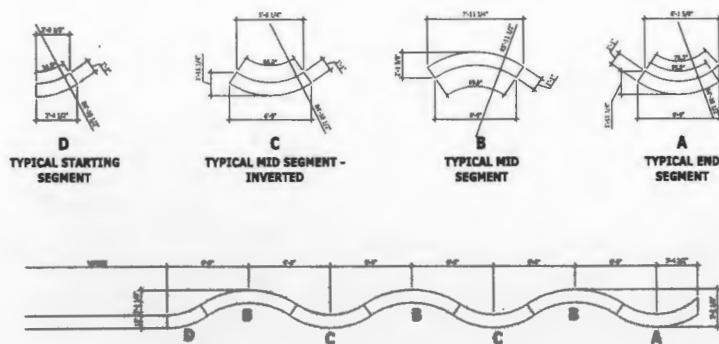


HP-7 Metal Panel, Exterior Finish, Anodized



HP-8 Metal Panel, Exterior Finish, Anodized

CODE	SECTION	MANUFACTURER	DESCRIPTION	LOCATION	ADDITIONAL INFORMATION
CD-1	CONCRETE	PROVIDED BY ARCHITECT OF RECORD	PRODUCT	COLOR	DESCRIPTION
DP-1	CLIP FLASH	PROVIDED BY ARCHITECT OF RECORD	TO MATCH MP-1	4" HEIGHT	ENTRY WHILE NOT FEATURE VEHICLE
DM-1	CONCRETE MASONRY UNIT	ANCHOR CONCRETE PRODUCTS (LOCAL ARCHITECTURAL BRAND)	ANCHOR BRIT FACE BLOCK	30-38	NOTE: USE WITH LUTHER MASONRY CEMENT, CDS OR SD-33
D-1	GLASS & ALUMINUM	KAMNEER OR EQUAL	30/10 OR 10/10 STANDARD	MEDIUM STYLE CLEAR	EXTERIOR
D-2	SOLID MAIN DOOR	PROVIDED BY ARCHITECT OF RECORD	30/10 INTEGRAL VISION	ANCHORED FINISH	EXTERIOR DOORS
D-3	ALUMINUM OVERHEAD DOOR (GLASS)	PROVIDED BY ARCHITECT OF RECORD	PROVIDE SINGLE	ANCHORED FINISH	EXTERIOR DOORS
D-4	ALUMINUM OVERHEAD DOOR (PAINTED METAL)	PROVIDED BY ARCHITECT OF RECORD	PROVIDE SINGLE	ANCHORED FINISH	EXTERIOR DOORS
EP-1	EXTERIOR INSULATION FINISHING SYSTEM	DRYVIT	DRYVIT SYSTEM, INC.	COLOR: HONDA CHINA WHITE	MAIN FIELD
EP-2	EXTERIOR INSULATION FINISHING SYSTEM	DRYVIT	DRYVIT SYSTEM, INC.	COLOR: HONDA CHINA WHITE	LOWER PORTION OF EP-1 AREA
EP-3	EXTERIOR INSULATION FINISHING SYSTEM	DRYVIT	DRYVIT SYSTEM, INC.	COLOR: HONDA CHINA WHITE	EXTERIOR METAL DOORS
EP-4	EXTERIOR INSULATION FINISHING SYSTEM	DRYVIT	DRYVIT SYSTEM, INC.	COLOR: HONDA CHINA WHITE	PAINT OVER EXISTING STUDIOS
MP-1	METAL PANEL	ALPOLC	DRY JOINT SYSTEM	HONDA SILVER METALLIC	EXTERIOR FACADE
MP-2	METAL PANEL	ALPOLC	DRY JOINT SYSTEM	HONDA SILVER METALLIC	EXTERIOR FACADE
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MP-100	METAL PANEL	ALPOLC	DRY JOINT SYSTEM	HONDA SILVER METALLIC	EXTERIOR FACADE



PROJECT:

McGrath Honda
St. Charles
McGrath Honda St. Charles
Pleasant Run Redevelopment
St. Charles, IL

GENERAL CONTRACTOR:

ARCHITECT:
SIMON
ARCHITECTS, LLC
500 Lake Cook Road, Suite 350
Deerfield, IL 60015
Tel: 847-431-1800
Fax: 847-431-1801
www.simonarch.com

CIVIL:
RWG Civil Engineering
978 E. 22nd Street, Suite 400
Waukegan, IL 60087
Tel: 847-431-1800
Fax: 847-431-1801
www.rwgcivil.com

STRUCTURAL:
Virgilio & Associates, LTD
Structural Engineers
2400 North Echo Lake Road
Lake Zurich, IL 60047
Tel: 847-431-1800
Fax: 847-431-1801
www.virgilioandassociates.com

MECH / PLUMB / ELEC ENGINEER:
ALPHA COMM. ENG.
1383 Shawnee Road
Northbrook, IL 60062
Tel: 847-431-1800
Fax: 847-431-1801
www.alpha-comm.com

PROFESSIONAL SEAL:

1/15/2021 - ISSUED FOR PERMIT

MATERIALS

A4.02

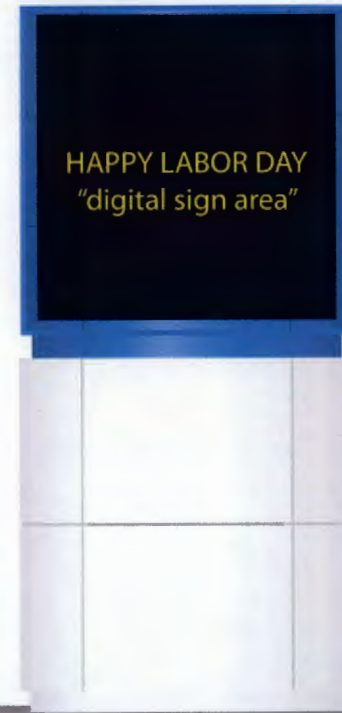
©2021 SIMON ARCH, LLC



8'ft x 8ft sign area
x 15ft tall



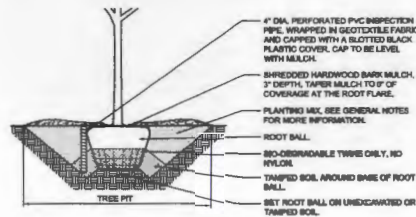
8'ft x 8ft sign area
x 15ft tall



PLANT LIST

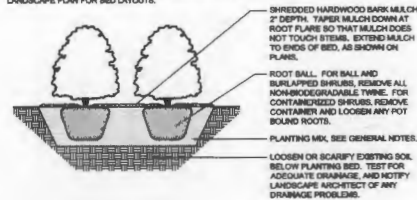
CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	ADDITIONAL NOTES
DECIDUOUS TREES					
AF	ACER x FRIEMANN 'JEFFERSON'	AUTUMN BLAZE MAPLE	2" CALIPER	9	BRANCHED UP 8'
PC	PYRUS CALLERYANA 'CHANNOLERY'	CHANNOLERY PEAR	2" CALIPER	3	BRANCHED UP 8'
OR	QUERCUS x NAYLOR 'LANT'	WISLA PRINCE OAK	2" CALIPER	5	BRANCHED UP 8'
BR	SYRINGER RETICULATA 'TORY BLU'	INORY BLU JAPANESE TREE LILAC	2" CALIPER	9	BRANCHED UP 8'
DECIDUOUS SHRUBS					
DR	DIERVILLA RHODANDE 'TODDIE REE'	RODANDE RED BUSH-HONEYBUCKLE	18" HT x 24" W	28	
RA	RAUS ANOMALICA 'INDLOW'	INDLOW SLIMAC	12" HT x 24" W	138	
SJ	SPIRAEA JAPONICA 'VILLUM'	WISLA CARPET SPIREA	12" HT x 24" W	13	
SP	SPIRAEA PATULA 'MISS KIM'	MISS KIM LILAC	36" HT x 36" W	48	
EVERGREEN SHRUBS					
JC	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	18" HT x 24" W	211	
TM	TAXUS x MEDIA 'TAUNTON'	TAUNTON DENSE TAX	18" HT x 24" W	43	
PERENNIALS AND ORNAMENTAL GRASSES					
CA	CALAMAGROSTIS ACUT. 'KAIL ROBERTY'	FEATHER REED GRASS	1 GALLON	35	SPACED 24" O.C.
HR	HEMEROCALLIS HAPPY RETURNS	HAPPY RETURNS DAYLILY	1 GALLON	134	SPACED 18" O.C.

LOCATE ALL UNDERGROUND UTILITIES PRIOR TO DIGGING. TREE PIT WIDTH TO BE THREE TIMES THE WIDTH OF THE ROOT BALL. TEST TREE PIT FOR DRAINAGE PRIOR TO INSTALLING TREE. PRUNE OFF ALL DEAD, BROKEN OR SCARRED BRANCHES. LOCATE ROOT FLARE IN ROOT BALL AND SET TREE HEIGHT SO THAT ROOT FLARE IS FLUSH WITH FINISH GRADE. WATER IN THE PLANTING MIX THOROUGHLY, WHILE KEEPING THE TREE PLUMB. STRAIGHTEN TREE IF SETTLING OCCURS.



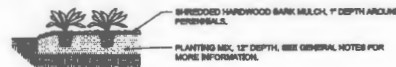
1 DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE

LOCATE ALL UNDERGROUND UTILITIES PRIOR TO PLANTING. SHRUBS BEDS ARE TO BE EXCAVATED AS A SINGLE SHRUB PIT. EXTEND SHRUB PIT WIDTH TO EDGES OF PLANT BED AS SHOWN ON THE LANDSCAPE PLAN. LOCATE ROOT FLARE IN ROOT BALL AND SET SHRUB HEIGHT SO THAT ROOT FLARE IS FLUSH WITH FINISH GRADE. REMOVE TWINE FROM ROOT FLARE. BACKFILL AND WATER IN THE PLANTING MIX THOROUGHLY, WHILE KEEPING THE SHRUB PLUMB. STRAIGHTEN SHRUB IF SETTLING OCCURS. PRUNE OFF ALL DEAD, BROKEN OR SCARRED BRANCHES, AND SHAKE PRUNE AS DIRECTED BY THE LANDSCAPE ARCHITECT. MULCH LIMITS FOR SHRUBS SHALL EXTEND TO ALL OUTER EDGES OF PLANTING BEDS. SEE LANDSCAPE PLAN FOR BED LAYOUTS.



2 SHRUB PLANTING DETAIL
NOT TO SCALE

LOCATE ALL UNDERGROUND UTILITIES PRIOR TO DIGGING. EXCAVATE ENTIRE PERENNIAL / ORNAMENTAL GRASS BED, AND BACKFILL WITH PLANTING MIX AS SPECIFIED. BED HEIGHT IS TO BE 1" ABOVE FINISH GRADE AND WELL DRAINED. MULCH LIMITS FOR PERENNIAL BEDS TO EXTEND TO ALL EDGES OF THE BEDS. SEE PLANS FOR BED LAYOUTS. SEE PLANT LIST FOR PLANT SPACING. GAPS BETWEEN PLANTS SHALL BE NO GREATER THAN THE SPECIFIED SPACING FOR THAT PARTICULAR PLANT.



3 PERENNIAL AND ORNAMENTAL GRASS PLANTING DETAIL
NOT TO SCALE



DANIEL WEINBACH
&
PARTNERS, LTD.

Landscape Architects

53 W. Jackson Blvd.
Suite 250
Chicago, IL 60604
312.437.0888
www.dwpbl.com



William J. Ferguson

Revisions

1.
2.
3.
4.
5.
6.
7.
8.

2. ISSUED FOR VILLAGE APPROVAL 01/15/21

1. ISSUED FOR OWNER REVIEW 01/12/21

Project

McGRATH
HONDA

ROUTE 84
ST. CHARLES, ILLINOIS

Sheet Title

LANDSCAPE
DETILS

Date 01/12/21	Project No. DWP 21-102
Scale NONE	Sheet No.
Drawn By FERGUSON	L-102
Approved	

FRONT DISPLAY ROW

Calculation Summary							
Label	Calc Type	Units	Avg	Max	Min	Avg/Ftn	Max/Ftn
ALL CALC 4' ABOVE GRADE	Illuminance	Fc	11.78	51.8	5.5	NA	NA
PROPERTY LINE	Illuminance	Fc	1.54	11.2	5.5	NA	NA
FRONT DISPLAY ROW	Illuminance	Fc	37.79	51.8	17.5	2.82	3.95
FRONT INTERIOR DISPLAY	Illuminance	Fc	59.73	58.8	3.7	4.41	10.49
INTERIOR ROWS	Illuminance	Fc	25.15	45.4	4.9	4.92	8.63
REAR PERIMETER	Illuminance	Fc	7.06	10.3	0.6	1.77	17.17

FRONT INTERIOR DISPLAY



INTERIOR ROWS

REAR PERIMETER





NEW BUILDING ADDITION
13,000 S.F.

EXISTING BUILDING TO REMAIN
EXISTING FINISHED FLOOR = 758.30

13,000 S.F. BUILDING

Based on the information provided, all dimensions and locations shown represent approximate positions. The engineer and/or architect must determine the suitability of the layout for existing or future field conditions.

This lighting plan represents manufacturer's data collected from laboratory data under controlled conditions. It is not intended to represent the actual performance of any manufacturer's luminaires. Actual performance may vary due to changes in electrical methods, luminaire to luminaire spacing, surface conditions, etc. and other architectural elements within the building. The manufacturer's data does not include mounting hardware or poles. This drawing is for preliminary evaluation purposes only and should not be used as a construction document or as a final document for ordering product.

Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Description	LLD	UDF	LLF	Arr. Lum. Lumens	Arr. Watts
	15	A	SINGLE	MRL-LED-6SL-SIL-FTA-50-70CRI-IL-SINGLE-26" MH	1,000	1,000	1,000	49999	592
	66	C	DIR*	MRM-LED-REL-SIL-AM-50-70CRI-DIR-26" MH	1,000	1,000	1,000	93864	786.2
	6	D	SINGLE	MRM-LED-4RL-SIL-FT-50-70CRI-SINGLE-26" MH	1,000	1,000	1,000	45192	390
	24	V	SINGLE	XVM-FT-LED-50-50-16" MH	1,000	1,000	1,000	8654	76

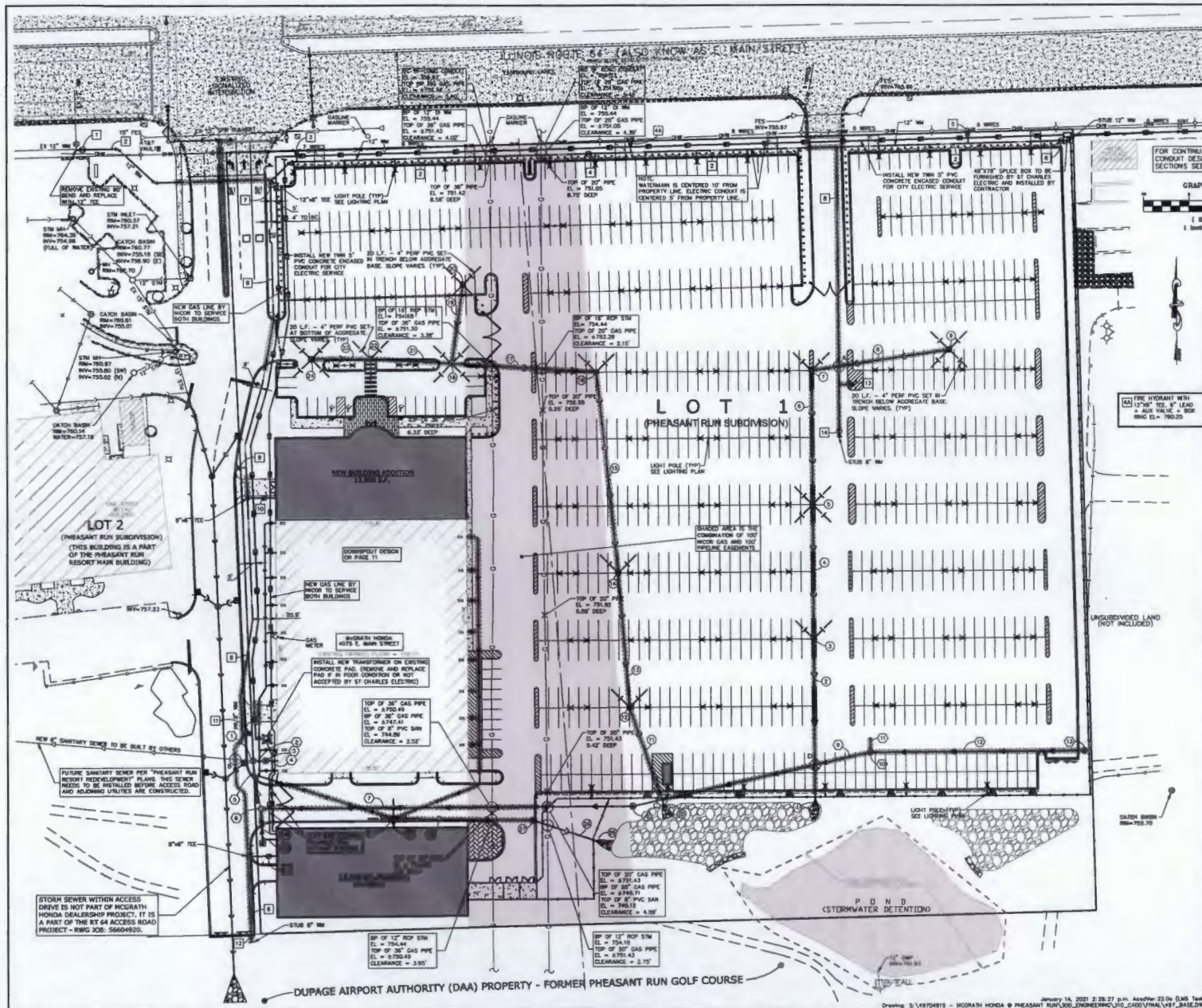
Total Project Watts: 1
Total Watts = 64933.9



LIGHTING PROPOSAL LD-152871-2

REVISIONS
ILLUM BY 64
ST CHARLES, IL

SCALE 1"=4'



- ② SANITARY STRUCTURE NUMBER
 ① STORM STRUCTURE NUMBER
 ③ WATERMAIN STRUCTURE NUMBER

STORM SEWER DRAINAGE STRUCTURE LEGEND

- EXISTING PROPOSED
 ■ STORM INLET - OPEN GRATE
 ○ STORM CATCH BASIN - OPEN GRATE
 ● STORM MANHOLE - CLOSED LID (TYP)

UTILITY CROSSING SCHEDULE

FOR CONTINUATION OF ELECTRIC CONDUIT DESIGN AND CROSS SECTIONS SEE SHEET 10

CROSSING	BY	UNDER	UTILITY	TOP OF PIPE	TOP OF STRUCTURE	TOP OF MANHOLE	TOP OF DEPRESSION
A	18"	RCP	STM	754.85	754.85	753.50	754.85
B	8"	PVC	SAN	750.87	750.87	749.47	750.87
C	24"	RCP	STM	754.85	754.85	753.50	754.85
D	8"	PVC	SAN	750.87	750.87	749.47	750.87
E	8"	PVC	SAN	750.87	750.87	749.47	750.87

PROPOSED UTILITY SCHEDULE

WATERMAIN		FIRE HYDRANT	
1) 12" VALVE IN 80" DIA	1) 12" VALVE IN 80" DIA	1) 12" VALVE IN 80" DIA	1) 12" VALVE IN 80" DIA
2) 12" VALVE IN 80" DIA	2) 12" VALVE IN 80" DIA	2) 12" VALVE IN 80" DIA	2) 12" VALVE IN 80" DIA
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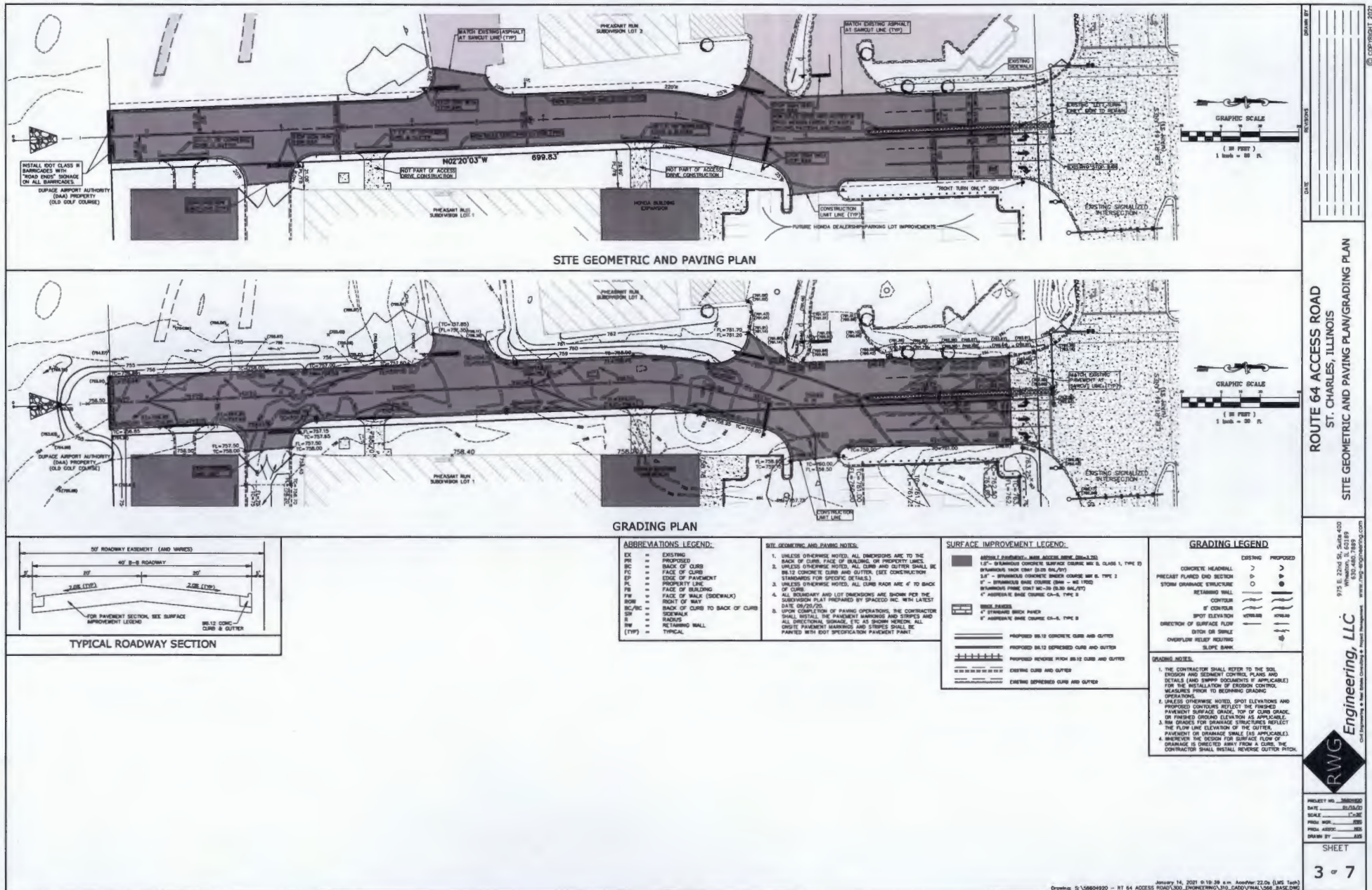
SANITARY SEWER

1) EX. SAN MH	2) EX. SAN MH	3) EX. SAN MH	4) EX. SAN MH
5) EX. SAN MH	6) EX. SAN MH	7) EX. SAN MH	8) EX. SAN MH
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97) EX. SAN MH	98) EX. SAN MH	99) EX. SAN MH	100) EX. SAN MH

STORM SEWER

1) 24" STORM F.E.S.	2) 140 L.F. - 24" RCP	3) STORM C.B.
4) 120 L.F. - 24" RCP	5) STORM C.B.	6) STORM C.B.
7) STORM C.B.	8) STORM C.B.	9) STORM C.B.
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PROJECT NO. 2204-56, Sub 400
 SHEET NO. 8 OF 14
 DATE: 11/14/2019
 DRAWN BY: J. H. HARRIS
 CHECKED BY: J. H. HARRIS
 PROJECT: MCGRATH HONDA DEALERSHIP
 ST. CHARLES, ILLINOIS
 UTILITY PLAN
 Engineering, LLC
 975 E. 22nd St., Suite 400
 Wheaton, IL 60189
 www.rwg-engineering.com



ROUTE 64 ACCESS ROAD
 ST. CHARLES, ILLINOIS
 SITE GEOMETRIC AND PAVING PLAN/GRADING PLAN

RWG Engineering, LLC
 975 E. 27th St. Suite 400
 St. Charles, IL 62259
 630.460.7889
www.rwg-engineering.com

PROJECT NO. 150604920
 DATE 01/03/20
 SCALE 1"=30'
 PLOT NO. 100
 PLOT AREA 100
 DRAWN BY: JES

EXHIBIT "D"

PUD DEVIATIONS

Table 17.06 Design Review Standards and Guidelines - BR District	
Building Materials	Vertical metal siding and EIFS are permitted materials without limitation.
Table 17.14-2 Business and Mixed Use District Bulk Requirements – BR District	
Minimum Front Yard Setback (north lot line/ Route 64)	15 ft. for parking and paving 0 ft. for vehicle display pads for a Motor Vehicle Sales and Leasing Establishment (Approximate number and location as shown on the Preliminary Plans)
Minimum Rear Yard Setback (south lot line)	10 ft. for buildings; 0 ft. for parking and paving
Minimum Exterior Side Yard Setback (west lot line, if applicable)	15 ft. for buildings and parking/paving
Minimum Interior Side Yard Setback (between Parcels 1, 2, 3)	0 ft. for buildings and parking/paving
Table 17.26 Landscaping and Screening	
Minimum Overall Landscaped Area	15% (over entire PUD)
Public Street frontage landscaping	Per the Preliminary Landscape Plan. Design of a similar character and number of plantings may be provided over the entire PUD.
Parking Lot Landscaping	Per the Preliminary Landscape Plan. Design of a similar character and number of plantings may be provided over the entire PUD.
Building Foundation Landscaping	Per the Preliminary Landscape Plan. Design of a similar character and number of plantings may be provided over the entire PUD.
Table 17.28 Signs – BR District	
Freestanding Signs	1 per principal building, plus- 1 additional Electronic Changeable Copy sign, per the Preliminary Sign Plan. (Sign may advertise for all businesses within the PUD and shall be available for limited use by the City for community announcements or "Welcome to St. Charles" message)
Wall Signs	3 signs per building on the north elevation Additional informational or logo signs may be placed on other elevations
City Gateway Sign	City Gateway sign may be placed by the City at the northeast corner of Parcel 3, adjacent to Route 64. Design is subject to review and approval of the City Council. May contain an Electronic Changeable copy sign for community announcements.

EXHIBIT “E”

PUD SKETCH PLAN

State of Illinois)
) ss.
Counties of Kane and DuPage)

Certificate

I, CHUCK AMENTA, certify that I am the duly elected and acting Municipal City Clerk of the City of St. Charles, Kane and DuPage Counties, Illinois.

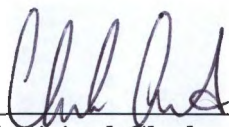
I further certify that on **February 16, 2021**, the Corporate Authorities of such municipality passed and approved Ordinance No. **2021-Z-3** entitled:

An Ordinance Granting Approval a Special Use for Planned Unit Development and PUD Preliminary Plan for McGrath Business Center.

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. **2021-Z-3**, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on **February 23, 2021**, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

DATED at St. Charles, Illinois, this **16th** day of **February 2021**.


Municipal Clerk

(S E A L)

