# AGENDA CITY OF ST. CHARLES PLANNING & DEVELOPMENT COMMITTEE ALD. PAUL LENCIONI – CHAIR

MONDAY, APRIL 8, 2024 - 7:30 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 Temporary Closure of Walnut Avenue from April 15, 2024 through October 31, 2024.
- b. Recommendation to approve a Temporary License Agreement between the City of St. Charles and C&A Management.
- c. Recommendation to approve a Temporary License Agreement between the City of St. Charles and STC Arcada LLC.
- d. Plan Commission recommendation to approve a Preliminary and Final Plat of Subdivision for 1416 Indiana Avenue Subdivision.
- e. Recommendation to approve a Right-of-Way License Agreement between the City of St. Charles and Triple R-214 LLC, regarding Indiana Place, 1416 Indiana Avenue.
- f. Plan Commission recommendation to approve a PUD Preliminary Plan for First Street Redevelopment PUD Lot 6.
- \*g. Historic Commission recommendation to approve Historic Landmark Designation for 304 N 2nd Ave.
  - h. Discussion and direction for City Staff to explore a best practices and possible locations for additional downtown public space.

#### 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 <a href="mailto:jmcmahon@stcharlesil.gov">jmcmahon@stcharlesil.gov</a>. 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).

	AGEN	IDA ITEM	<b>EXECUTIVE SUMMAR</b>	Y Ager	nda Item number	: 4a	
	Title:	A Resolution Authorizing the Temporary Closure of Walnut Avenue from April 15, 2024 through October 31, 2024.					
CITY OF ST. CHARLES ILLINOIS • 1834	Presenter:	Presenter: Derek Conley, Economic Development Director Russell Colby, Community Development Director					
<b>Meeting:</b> Plar	nning & Devel	opment Co	ommittee	Date: April 8,	2024		
Proposed Cos	t: \$		<b>Budgeted Amount:</b> \$		Not Budgeted:		
TIF District: N	lone						
lave approache lagship on the ave. closure an his request the a. Tempor tempor agreem	ed the City req Fox (100 River d sidewalk for e following reso porary Closure rary closure of nent with Flags	uesting a parside Ave.) hean outdoor olutions/agreef walnut Avehip on the F	explaining each item. Severa rtial closure of Walnut Ave f as expressed interest to aga café during the 2024 season eements need to be approve Avenue from April 15, 2024 nue needs to be approved box (C&A Management Group closure is identified on Exhib	or an outdoor in utilize part of a continution of the continution of t	public plaza. Addition of the proposed Wal one City to accommon oner <b>31, 2024.</b> The can enter into a sub	onally, Inut date sequen	
100 Riv to Walr dining p would b	verside Ave.) The nut Avenue for patio would be	he license ag the purpose the same a the same ti	or Dining with C&A Manager greement with Flagship on the e of providing an outdoor din s 2022. The license agreeme meframe and fees being imp	ne Fox would g ning patio. The nt was not app	rant the restaurant layout of the outdo roved in 2023. The	access or license	
<b>Theatre</b> Develo <sub>l</sub> Avenue	e- <b>101 E Main</b> S pment, and wo	St.) The licer ould grant th se of provid	for Bus Parking and Loading ase agreement with STC Arca se Arcada Theatre exclusive a sing a bus parking in for theat	nda LLC, better access to parki	known as Frontier	ıt	
This item was p April 8, 2024. C	resented at th	e March 11 nducted a th	Planning and Development ( norough review of the propo		•		

Attachments (please list):

relevant City codes, ordinances, and regulations.

Walnut Ave. Closure Resolution (Including Aerial Map – Exhibit A)

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

A Resolution Authorizing the Temporary Closure of Walnut Avenue from April 15, 2024 through October 31, 2024.

#### City of St. Charles, Illinois Resolution No.

#### A Resolution Authorizing the Temporary Closure of Walnut Avenue from April 15, 2024 through October 31, 2024.

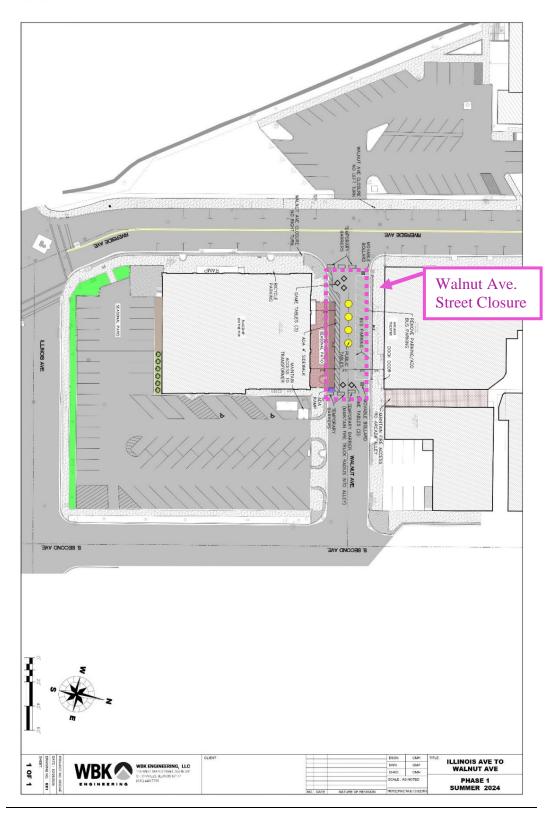
**BE IT RESOLVED**, by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the closure of a portion of Walnut Avenue from Riverside Avenue of Second Avenue as illustrated on **EXHIBIT A**, shall be permitted from April 15, 2024 through October 31, 2024. **PRESENTED** to the City Council of the City of St. Charles, Illinois, this day of April, 2024. **PASSED** by the City Council of the City of St. Charles, Illinois, this \_\_\_ day of April, 2024. **APPROVED** by the Mayor of the City of St. Charles, Illinois, this \_\_\_\_ day of April, 2024. Lora A. Vitek, Mayor ATTEST: City Clerk

COUNCIL VOTE:

Ayes: Nays: Absent:

Abstain:

WATER BOOM - PROPER



A	AGEN	NDA ITEM	EXECUTIVE SUMM	ARY	Agend	la Item number:	: 4b
	Title:	A Resolution Authorizing the Mayor and City Council to Execute a Temp License Agreement between the City of St. Charles and C&A Manageme					
CITY OF ST. CHARLES ILLINOIS • 1834	Presenter:	Derek Conley, Economic Development Director					
Meeting: Planning & Development Committee Date: April 8, 2024							
Proposed Cost: \$			Budgeted Amount:	\$		Not Budgeted:	
TIF District: N	one				<b>,</b>		
<b>Executive Sum</b>	nmary (if not	budgeted, p	lease explain):				
Background:							
closure and sidewalk for an outdoor café during the 2024 season. In order for the City to accommodate this request the following resolutions/agreements need to be approved:  a. Temporary Closure of Walnut Avenue from April 15, 2024 through October 31, 2024). 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 on the street. The area of the proposed closure is identified on Exhibit A.							
b. License Agreement for Outdoor Dining with C&A Management Group, LLC (Flagship on the Fox- 100 Riverside Ave.) 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 would be the same as 2022. The license agreement was not approved in 2023. The license would be based upon the same timeframe and fees being imposed for use of the First Street plazas (\$40 per seat for entire period).							
c. Temporary License Agreement for Bus Parking and Loading Zone with STC Arcada LLC (Arcada Theatre- 101 E Main St.) The license agreement with STC Arcada LLC, better known as Frontier Development, and would grant the Arcada Theatre exclusive access to parking spaces on Walnut Avenue for the purpose of providing a bus parking in for theatre events. The licensee would be subject to an annual fee of \$456.25.							
8, 2024. City sta	This item was presented at the March 11 Planning and Development Committee meeting and continued to April 3, 2024. City staff has conducted a thorough review of the proposal and can affirm that it complies with all elevant City codes, ordinances, and regulations.						

Attachments (please list):

Draft license agreement (Including Aerial Map – Exhibit C.)

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

Recommendation to Approved A Resolution Authorizing the Mayor and City Council to Execute a Temporary License Agreement between the City of St. Charles and C&A Management

# City of St. Charles, Illinois Resolution No. 2024-\_\_

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

	Council on
DuPage Counties, Illinois, that the execute that certain Temporary Lic	City Council of the City of St. Charles, Kane and Mayor and City Clerk are hereby authorized to sense Agreement, in substantially the form attached Exhibit "A" by and on behalf of the City of St. Chares.
PRESENTED to the City C Counties, Illinois, this day of	Council of the City of St. Charles, Kane and DuPage April, 2024.
PASSED by the City Counc	cil of the City of St. Charles, Kane and DuPage April, 2024.
APPROVED by the Mayor Illinois, this day of April, 202	of the City of St. Charles, Kane and DuPage Counties 24.
Attest:	Lora A. Vitek, Mayor
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 \_\_\_\_\_\_\_, 2024, 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.

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the Parties 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 a permit is required under the St. Charles Municipal Code ("Outdoor Café Permit"), the for which under this Agreement shall be equal to a One Hundred Twenty-Five Dollar (\$125.00) application fee, plus Forty Dollars (\$40.00) per seat, as determined by the Outdoor Café Permit site plan total number of seats.

- 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 <u>Exhibit C</u>, without the prior written consent of the City.
- 6. This Agreement shall commence on April 15, 2024 and expire on October 31, 2024, 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.
- 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 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 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 extend, be invalid or unenforceable, the remainder of this License, or the application of such tern, 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, 2024.	
Licensee:	City:
C&A Management Group, LLC an Illinois Limited Liability Corporation	CITY OF ST. CHARLES, an Illinois Municipal Corporation
By:	By: Mayor
Subscribed and sworn to before me this day of, 2024.	Attest:City Clerk
Notary Public	Subscribed and sworn to before me this day of, 2024.
	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.)

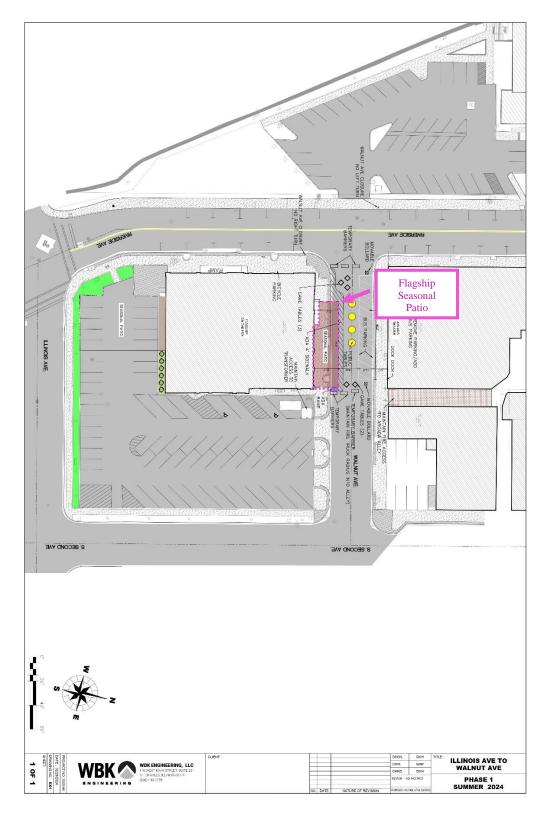
### **Exhibit B:** 100 S Riverside Ave. Legal Description

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

UNIVERSITY OF STREET



### **Exhibit D:** Insurance Requirements

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 an 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.

A	AGENDA ITEM EXECUTIVE SUMMARY Agenda Item number: 4c						
	Title:		A Resolution Authorizing the Mayor and City Council to Execute a Tempor icense Agreement between the City of St. Charles and STC Arcada LLC.				
CITY OF ST. CHARLES ILLINOIS • 1834	Presenter:	Derek Conley, Economic Development Director Heather McGuire, City Administrator					
Meeting: Planning & Development Committee Date: April 8, 2024							
Proposed Cost: \$			<b>Budgeted Amount:</b> \$	Not Budgeted: □			

TIF District: None

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

#### Background:

This executive summary pertains to items a. b. and c. as they should be considered in conjunction, however this item can be approved independently of Walnut Ave closure. Thus, this agreement can still be approved even if Walnut is not closed. An aerial map has been attached to assist in explaining each item. Flagship on the Fox (100 Riverside Ave.) has expressed interest in continuing use of public space for outdoor café areas during the 2024 season. In order for the City to accommodate this request the following resolutions/agreements need to be approved:

- a. Temporary Closure of Walnut Avenue from April 15, 2024 through October 31, 2024 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 on the street. The area of the proposed closure is identified on Exhibit A.
- b. License Agreement for Outdoor Dining with C&A Management Group, LLC (Flagship on the Fox- 100 Riverside Ave.) 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 would be the same as 2022. The license agreement was not approved in 2023. The license would be based upon the same timeframe and fees being imposed for use of the First Street plazas (\$40 per seat for entire period).
- c. Temporary License Agreement for Bus Parking and Loading Zone with STC Arcada LLC (Arcade Theatre- 101 E Main St.) The license agreement with STC Arcada LLC, better known as Frontier Development, and would grant the Arcada Theatre exclusive access to parking spaces on Walnut Avenue for the purpose of providing a bus parking in for theatre events. The licensee would be subject to an annual fee of \$456.25.

This item was presented at the March 11 Planning and Development Committee meeting and continued to April 8, 2024. City staff has conducted a thorough review of the proposal and can affirm that it complies with all relevant City codes, ordinances, and regulations.

#### Attachments (please list):

Draft license agreement (Including Aerial Map – Exhibit C.)

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

Recommendation to Approved A Resolution Authorizing the Mayor and City Council to Execute a Temporary License Agreement between the City of St. Charles and STC Arcada LLC

# City of St. Charles, Illinois Resolution No. 2024-\_\_

A Resolution Authorizing the Mayor and City Council to Execute a Temporary License Agreement between the City of St. Charles and STC Arcada LLC (Arcada Theatre - 101 E Main Street)

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. Chares.
PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this day of April, 2024.
PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this day of April, 2024.
APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties Illinois, this day of April, 2024.
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 STC Arcada LLC

#### TEMPORARY LICENSE AGREEMENT

This TEMPORARY LICENSE AGREEMENT (hereinafter the "Agreement") is
made and entered into as of this day of, 2024, by and between the City
of St. Charles, an Illinois Municipal Corporation, Kane and DuPage Counties, Illinois
(hereinafter "City"), and STC Arcada 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 101 E Main St. ("101 E. Main St."), legally described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, Licensee owns property commonly known as Arcada Theatre located at 101 E Main St. ("*Licensee Property*"), the northerly property line of which abuts a portion of the Walnut Avenue ROW; and

WHEREAS, Licensee proposes the exclusive use of parking stalls as temporary bus parking and loading ("Bus Parking"), projecting into the Walnut Avenue ROW, as illustrated on Exhibit C.

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the Parties 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 Dollars (\$10.00) 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 utilizing and maintaining the Bus Parking solely within the limited area in the Walnut Avenue ROW, in the location illustrated on the attached <u>Exhibit C</u>, subject to the terms, conditions and limitations herein specified together with any exhibits attached hereto and incorporated herein by reference.
- 3. The annual fee for the License under this Agreement shall be in the amount of Four Hundred Fifty-Six and 25/100 Dollars (\$456.25), due upon execution of this Agreement by Licensee. In the event that this Agreement does not take effect for a full calendar year, a prorated payment amount, payments during this period calculated at a daily

rate of One Dollar and Twenty-Five Cents (\$1.25) for each day of the Agreement's duration.

- 4. Licensee must install, operate and maintain the Bus Parking in full compliance with the permit and all conditions contained herein or attached hereto by reference.
- 5. The Bus Parking shall not in any manner be operated, modified, expanded, added to or enlarged beyond the extent of described herein and shown in <u>Exhibit C</u>, without the prior written consent of the City.
- 6. This Agreement shall commence upon execution of this Agreement by both parties and expire on December 31, 2024, 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 Bus Parking 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.
- 8. Licensee acknowledges and agrees that the use of the Bus Parking area is restricted solely to bus parking, for trucks involved in unloading equipment or materials, and for vehicles dropping off, picking up or waiting for entertainers for events held at the Arcada Theatre. No passenger vehicles shall be parked in the Bus Parking Area longer than three hour. Any authorized vehicle shall be identified as an Arcada Theatre vehicle via signage. No passenger vehicles unaffiliated with the Arcada Theatre shall be stopped or parked with the Bus Parking area at any time.

Buses may not stop to temporarily park or unload at any other location on-street location or within a public parking lot.

- 9. The Licensee acknowledges and agrees that no public parking spaces outside of the designated bus parking area shall be obstructed or marked off with cones for exclusive use by the Arcada Theatre or any other entity unless specifically and properly permitted.
- 10. The Licensee agrees to complete and deliver a traffic control plan to the City, which shall include traffic control measures that will be implemented, such as barricades, cones, signage, flaggers, and temporary traffic signals. These measures should be designed to safely guide traffic around the closure, prevent unauthorized access and meet Manual on Uniform Traffic Control Devices (MUTCD) standards.

- 11. The Licensee acknowledges and agrees that under no circumstances shall the northern Walnut public sidewalk between Riverside and 2nd Ave be obstructed with equipment, including the permanently installed lift, except during the times of unloading. When not in use for unloading, the lift shall be retracted so that the sidewalk is passable without need to step onto, over or around the lift platform.
- 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 Bus Parking 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 as 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.
- 13. The City shall have the right, in its sole and absolute discretion, to promulgate and enforce rules and regulations regarding the use of the Bus Parking, including but not limited to the enforcement of the City Municipal Code, 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 Bus Parking to comply with this provision.
- 14. 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.

- 15. If this Agreement is terminated under any of the provisions contained herein, Licensee shall remove the Bus Parking within thirty (30) days of termination. The site shall be restored to the same general condition as existed before the Bus Parking 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 101 East Main Street property.
- 16. The Bus Parking 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.
- 17. Licensee is responsible for the cost of installation, maintenance, and removal of such the Bus Parking equipment and is responsible for any damage caused to the Walnut Avenue ROW resulting from such installation, maintenance, and removal.
- 18. The terms of this Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.
- 19. 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.
- 20. 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.
- 21. 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. This Agreement may be modified or amended only by a written instrument executed by the Parties, or their respective permitted successors or assigns.
- 22. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extend, be invalid or unenforceable, the remainder of this License, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each tern, 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, 2024.	
Licensee:	City:
STC Arcada, LLC an Illinois Limited Liability Corporation	CITY OF ST. CHARLES, an Illinois Municipal Corporation
By:	By:Mayor
Subscribed and sworn to before me this day of, 2024.	Attest:City Clerk
Notary Public	Subscribed and sworn to before me this day of, 2024.
	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:

[LEGAL TO BE INSERTED]

### **Exhibit B:**101 E Main St. (Arcade Theatre) Legal Description

#### PARCEL 1:

THE WESTERLY 9 FEET OF THE SOUTHERLY 12 FEET OF THE PROPERTY DESCRIBED AS FOLLOWS: THAT PART OF LOTS 3 AND 4 IN BLOCK 2 OF THE ORIGINAL TOWN OF ST. CHARLES, ON THE EAST SIDE OF THE FOX RIVER, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4: THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT, 29.05 FEET; THENCE EASTERLY, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 0.32 FOOT TO THE CENTER LINE OF A 1 FOOT WIDE PARTY WALL; THENCE NORTHERLY ALONG SAID CENTER LINE 37.25 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 3 WHICH IS 34 FEET SOUTHERLY OF, AS MEASURED ALONG SAID WESTERLY LINE, THE NORTHWEST CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID 1 FOOT WIDE PARTY WALL TO A POINT ON THE NORTHERLY LINE OF SAID LOT 4 WHICH IS 0.28 FOOT WESTERLY OF THE NORTHEAST CORNER THEREOF; THENCE EASTERLY ALONG SAID NORTHERLY LINE 50.57 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 100.30 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, 50.295 FEET TO THE POINT OF BEGINNING; IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENT FOR BENEFIT OF PARCEL 1 FOR MAINTENANCE AND REPAIR AND INGRESS AND EGRESS CREATED BY DEED RECORDED APRIL 17 2001 AS DOCUMENT 2001K034378 ON AND OVER THE FOLLOWING: THE SOUTHERLY 12 FEET OF THE FOLLOWING PROPERTY: THAT PART OF LOTS 3 AND 4 IN BLOCK 2 OF THE ORIGINAL TOWN OF ST. CHARLES, ON THE EAST SIDE OF THE FOX RIVER, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT, 29.05 FEET; THENCE EASTERLY, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 0.32 FOOT TO THE CENTER LINE OF A 1 FOOT WIDE PARTY WALL; THENCE NORTHERLY ALONG SAID CENTER LINE 37.25 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 3 WHICH IS 34 FEET SOUTHERLY OF, AS MEASURED ALONG SAID WESTERLY LINE, THE NORTHWEST CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID 1 FOOT WIDE PARTY WALL TO A POINT ON THE NORTHERLY LINE OF SAID LOT 4 WHICH IS 0.28 FOOT WESTERLY OF THE NORTHEAST CORNER THEREOF; THENCE EASTERLY ALONG SAID NORTHERLY LINE 50.57 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 100.30 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, 50.295 FEET TO THE POINT OF BEGINNING; (EXCEPT PART LYING IN PARCEL ONE DESCRIBED ABOVE) IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

#### PARCEL 3:

ALL OF LOTS 5 AND 6 IN BLOCK 2 OF THE ORIGINAL TOWN OF ST. CHARLES, ON THE EAST SIDE OF THE FOX RIVER, AND THAT PART OF LOTS 3 AND 4 IN SAID BLOCK 2, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT, 29.05 FEET; THENCE EASTERLY, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 0.32 FEET TO THE CENTER LINE OF A ONE FOOT WIDE PARTY WALL; THENCE NORTHERLY ALONG SAID CENTER LINE 37.25 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 3 WHICH IS 34 FEET SOUTHERLY OF, AS MEASURED ALONG SAID WESTERLY LINE, THE NORTHWEST CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID ONE FOOT WIDE PARTY WALL TO A POINT ON THE NORTHERLY LINE OF SAID LOT 4 WHICH IS 0.28 FEET WESTERLY OF THE NORTHEAST CORNER THEREOF; THENCE WESTERLY ALONG SAID NORTHERLY LINE 50.05 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 100.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, 50.295 FEET TO THE POINT OF BEGINNING; IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

#### PARCEL 4:

EASEMENT FOR INGRESS AND EGRESS FOR BENEFIT OF PARCELS ONE AND THREE CREATED BY AGREEMENT RECORDED MAY 2, 1924 AS DOCUMENT <u>236236</u> AND BY AGREEMENT RECORDED JUNE 20 1925 DOCUMENT <u>256715</u> MADE BY JOE MELSON TO LESTER J. NORRIS FOR THE BENEFIT OF PARCELS ONE AND THREE OVER THE WEST 10 FEET OF THE SOUTH 94.5 FEET OF LOT 7 IN BLOCK 2 OF THE ORIGINAL TOWN OF ST. CHARLES, ON THE EAST SIDE OF THE FOX RIVER, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PIN 09-27-389-011

Address 101 E Main St,

St. Charles, IL 60174

**Exhibit C: Bus Parking and Loading Location Boundary** 

etem source error



#### Exhibit D: Insurance Requirements

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 an 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.

A PANE	AGEN	IDA ITEM	EXECUTIVE SUMMARY	Agenda Item number: 4d			
	Title:	Plan Commission recommendation to approve a Preliminary and Final Plat of Subdivision for 1416 Indiana Avenue Subdivision					
CITY OF ST. CHARLES ULUNOIS+1834	Presenter:	Ellen Joh	n Johnson, Planner				
Meeting: Planning & Development Committee Date: April 8, 2024							
Proposed Cost	t: \$		Budgeted Amount: \$	Not Budgeted: □			
TIF District: N	lone		1				
Executive Sun	nmary (if not	budgeted.	please explain):				
currently unde		•	dustrial building known as the laits have been issued to covert				
currently unde units. The redevelop	er redevelopn oment plans c	nent; perm	dustrial building known as the laits have been issued to covert in the property's current zoning	Lamp Factory. The property is the building into 15 apartment ; no zoning approvals were			
currently under units.  The redevelop necessary to far Bob Rasmusse	er redevelopn oment plans con acilitate the p	omply with project. How	dustrial building known as the laits have been issued to covert in the property's current zoning wever, platting of the property	Lamp Factory. The property is the building into 15 apartment in a zoning approvals were is required.			
currently under units.  The redevelop necessary to face Bob Rasmusse of Subdivision  Plan Commiss	er redevelopn oment plans con acilitate the p en, representing to plat the su	omply with project. How ng the pro- ubject prop	dustrial building known as the laits have been issued to covert in the property's current zoning wever, platting of the property perty owner, has requested apperty and establish necessary ea	Lamp Factory. The property is the building into 15 apartment; no zoning approvals were is required.  proval of a Preliminary/Final Placesements as required.			
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currently under units.  The redevelop necessary to face Bob Rasmusse of Subdivision  Plan Commiss	er redevelopn oment plans con acilitate the p en, representi to plat the su ion Review mission review outstanding st	omply with project. How ng the pro- ubject prop	dustrial building known as the laits have been issued to covert in the property's current zoning wever, platting of the property perty owner, has requested apperty and establish necessary eat on 4/2/24 and unanimously	Lamp Factory. The property is the building into 15 apartment; no zoning approvals were is required.  proval of a Preliminary/Final Placesements as required.			

Recommendation to approve a Preliminary and Final Plat of Subdivision for 1416 Indiana Avenue

Subdivision.

#### City of St. Charles, Illinois Plan Commission Resolution No. 5-2024

## A Resolution Recommending Approval of a Preliminary and Final Plat of Subdivision for 1416 Indiana Avenue Subdivision (Bob Rasmussen)

#### Passed by Plan Commission on April 2, 2024

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

WHEREAS, the Plan Commission has reviewed the Preliminary and Final Plat of Subdivision for 1416 Indiana Avenue Subdivision (Bob Rasmussen); and

WHEREAS, the Plan Commission finds the Preliminary and Final Plat of Subdivision to be in conformance with the requirements of Title 16 of the City Code entitled, "Subdivisions and Land Improvement"; and

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to the City Council approval of the Preliminary and Final Plat of Subdivision for 1416 Indiana Avenue Subdivision (Bob Rasmussen); contingent upon the resolution of all staff comments prior to City Council action.

Roll Call Vote:

Ayes: Moad, Hibel, Funke, Wiese, Ewoldt, Rosenberg, Gruber, Vargulich

Nays: None

Absent: Fitzgerald Motion carried: 8-0

PASSED, this 2nd day of April 2024.

Chairman
St. Charles Plan Commission



**Staff Contact:** 

# Staff Report Plan Commission Meeting – April 2, 2024

Applicant:	Bob Rasmussen	1416 Indiana Avenue Subdivision		
Property Owner:	Triple R-214 LLC			
Location:	NE corner of S. 13 <sup>th</sup> and Indiana Aves.			
Purpose:	Plat lot for property redevelopment	The state of the s		
Applications:	Prelim & Final Plat of Subdivision			
Public Hearing:	N/A	Hu z		
Zoning:	RM-3 General Residential	Indiana Ave.		
Current Land Use:	Vacant industrial			
Comprehensive	Industrial/Business			
Plan:	Park	Subject Property		
Summary of Proposal:	Bob Rasmussen, representing property owner Triple R-214, LLC, has requested approval of a Preliminary/Final Plat of Subdivision to plat the subject property and establish easements necessary to allow for the site's redevelopment. A building permit has been issued to convert the former Lamp Factory building into 15 apartment units. The proposed use is permitted under the property's current zoning and the development plans comply with all zoning requirements; no zoning approvals are necessary.			
Info / Procedure on Application:	<ul> <li>Preliminary/Final Plat of Subdivision</li> <li>Combined Preliminary/Final Plat of Subdivision review has been requested based on submittal of Final Engineering plans in connection with a building permit.</li> <li>Final Plat is the actual plat document that will be recorded with the County to formally create a new lot and provide easements, etc.</li> <li>Recommendation is based on compliance with all other code requirements (including Zoning &amp; Subdivision Codes). Staff has provided an analysis in the Staff Report.</li> <li>A public hearing is not required for this type of application.</li> </ul>			
Suggested Action:	<ul> <li>No findings of fact are applicable to this application.</li> <li>Review the Final Plat of Subdivision.</li> <li>Staff has found the application materials to be complete and the Final Plat to be in compliance with the Zoning and Subdivision Codes.</li> </ul>			

Staff recommends approval of the Final Plat of Subdivision.

Ellen Johnson, Planner

#### I. PROPERTY INFORMATION

# A. History / Context

The subject property is a single 33,080 sf parcel located at the northeast corner of Indiana and S. 13<sup>th</sup> Avenues. The property contains a two-story, brick industrial building constructed in 1904 for the Heinz Brothers Cut Glass Company. Later, the building was used as a lamp factory. The building has been vacant for several years.

In 2017, the City approved Ordinance No. 2017-Z-21, which rezoned the property from M-1 Special Manufacturing to RM-3 General Residential District, and approved a Special Use for Planned Unit Development (PUD) and PUD Preliminary Plan. The PUD was called, "Crystal Lofts". Plans included conversion of the existing building into 9 townhomes and construction of 5 additional townhomes attached at the east end. Plans also included detached and attached garages with alley access along the rear.

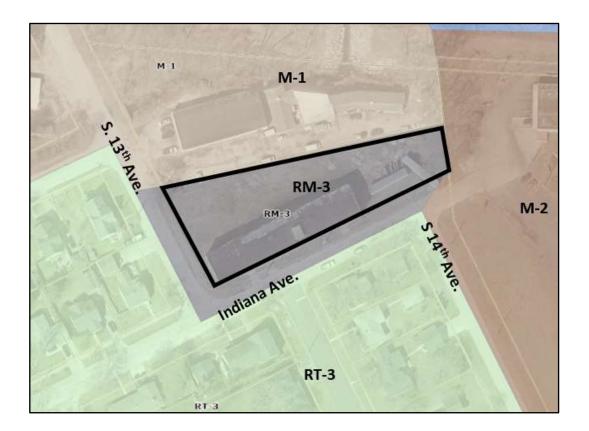
Subsequently, the City approved Ordinance No. 2018-Z-31 which granted a Minor Change to the PUD Preliminary Plan as well as Final Plat of Subdivision approval. However, the developer did not move forward with the project. The PUD approval eventually expired in June 2021 and the Plat of Subdivision was never recorded. The property was sold to the current owner soon thereafter.

Last Spring, the property owner submitted a building permit application to convert the existing building into 15 apartment units, with site development plans depicting surface parking accessed from a rear drive and stormwater infiltration at the north end of the parcel. The development has been named, "Indiana Place".

Staff determined that the plans met all zoning requirements under the existing RM-3 zoning designation. Therefore, the project did not require any zoning entitlements and could be constructed "by-right" under the City Code. However, Staff also determined that the property would need to be platted via City approval of a Final Plat of Subdivision in order to grant necessary easements. A condition was added to the approval of the building permit that the Final Plat of Subdivision must be approved by City Council prior to the City granting occupancy of the building. The building permit has been issued and work has commenced. (Approved site plan and building elevations are attached, for reference.)

# B. Zoning

The subject property is zoned RM-3 General Residential District. This zoning designation allows for a range of housing densities, including higher density residential up to 20 units per acre. To the north and east are manufacturing districts containing a mixture of service and retail uses. To the south and west are single-family homes with single-family residential zoning.



# II. PROPOSAL

Bob Rassmussen, representing property owner Triple R-214, LLC, is seeking approval of a Final Plat of Subdivision to plat the subject property as the "1416 Indiana Avenue Subdivision". The subdivision consists of a single lot. Final Engineering plans were submitted to the City and have been approved in connection with building permit review. A combined Preliminary-Final Plat review process has been requested due to the engineering review already having been completed.

# III. ANALYSIS

# A. Zoning Review

The table below compares the bulk requirements of the RM-3 District with the proposed lot and existing building. The lot meets the minimum area and width standards. The existing building does not meet setback requirements, which is an existing nonconformity authorized to continue under Ch. 17.08 of the City Code.

	RM-3 District Standard	Proposed Lot 1		
Min. Lot Area	Multi-Family: 2,200 sf/du	2,205 sf/unit (33,080 sf lot, 15 units)		
Min. Lot Width	65 ft.	131.5 ft.		
Max. Building Coverage	40%	24% (existing)		
Max. Building Height	Lesser of 45 ft. or 4 stories	Approx. 25 ft. (existing)		

Min. Front Yard	30 ft. (Indiana Ave)	0 ft. (existing nonconformity)
Min. Interior Side Yard	25 ft. (east)	125 ft.
Min. Exterior Side Yard	30 ft. (13 <sup>th</sup> Ave)	4.8 ft. (existing nonconformity)
Min. Rear Yard	30 ft. (north)	50 ft.

#### B. Plat Review

Planning staff have reviewed the Final Plat and have no outstanding comments. Public Utility & Drainage Easement is provided around the perimeter of the lot where not in conflict with the building. A Stormwater Detention Easement is provided over the infiltration area at the north end and a Public Access Easement is granted over the private drive to allow City access to perform utility inspections and maintenance.

The project includes construction of elements that will encroach into the City's Indiana Avenue right-of-way. This includes four balconies, one awning, and two sidewalk segments. A license agreement has been prepared to allow for the projections into the ROW. This agreement will be considered by Planning & Development Committee alongside the Final Plat of Subdivision and will require City Council approval.

# C. Engineering Review

Final Engineering plans have been reviewed and approved in connection with the building permit issued for this project. Engineering staff have reviewed the Plat and have no outstanding comments.

# D. Inclusionary Housing

This subdivision is subject to the Inclusionary Housing Ordinance, Title 19 of the City Code. The developer has paid a fee In-lieu of providing affordable units, amounting to \$29,749, as required (see fee worksheet attached).

# E. School and Park Contributions

The applicant is required to provide the School and Park Districts with a cash contribution in lieu of land donation per the standards established in the Subdivision Code, Chapter 16.10 "Dedications". The attached worksheets calculate the cash contribution based on 12 1-bedroom units and 3 2-bedroom units. The resulting fees were paid prior to building permit issuance: \$5,584 to School District 303 and \$64,545 to the St. Charles Park District (see fee worksheets attached).

#### IV. SUGGESTED ACTION

Staff recommends approval of the Final Plat of Subdivision.

# V. ATTACHMENTS

- Applications for Preliminary & Final Plat of Subdivision; received 1/26/24
- Final Plat of Subdivision
- Site Plan & Building Elevations for reference only

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



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

# PRELIMINARY PLAT OF SUBDIVISION APPLICATION

Project Number:

Cityview Project Number:

Profect Number:

PLPP20240003

JAN 26 2024
City of St. Charles
Community Development

- File this application to request approval of a Preliminary Plat of Subdivision.
- 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 Preliminary Plat of Subdivision will be scheduled for Plan Commission review when staff has determined the plans are ready.

1. Property Information:	Location: 1416 Indiana Ave				
	Parcel Number (s): $09-26-352-002$				
	Proposed Subdivision Name:  Indiana Place				
2. Applicant Information:	Name:  Bob Rasmussen  Address  521 Filinois Ave  5t. Charles IL 60174	Phone: 630-774-9101 Email: BOBE Midwest cus tom hom			
3. Record Owner Information:	Name: Triple R-214, LLC Address: 521 Illinois Ave 5T. Charles, FL 60174	Phone: 630 · 774 - 9101 Email:			

4.	Identi	fy the Type of Ap	olication:				
	Pre	eliminary Plat of Su	<b>bdivision –</b> Final Pl	at of Subdivision to	be filed later.		
	X Co	mbined Preliminar	y-Final Review Pro	cess – Final Plat Ap	plication to be filed	d concurrently.	
5.	Note-	This application is <u>r</u>	oot required for:				
	Mi	nor Subdivision per	City Code Section	16.04.040.		subdivision which quality ould be filed instead	
6.	If mult	red Attachments: iple zoning or subdi is. Fee must be paid t 1 copy of each req	for each application	on.	oncurrently, do not	t submit duplicate cl	necklist items
Ø	APPLIC	CATION FEE: \$300	if less than 3 acres;	\$500 if more than	3 acres		
		URSEMENT OF FEE				Fees Agreement ar	nd deposit of
		items (number of a		•		City. Required depo	sit is based on
		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	ı
		4 or more	\$3,000	\$5,000	\$7,000	\$10,000	
	NOTE: I City's Z propert covena	Private covenants and oning Ordinance may by to determine if ther nts and deed restriction	b) A deed and a cu deed restrictions car authorize the use or e any private covena ons may conflict with	rrent title search  n limit private proper a less restrictive use. nts containing use res the City's Zoning Ora	We strongly advise t strictions or other de linance, it is further r	t to the use of land even that you perform a title ed restrictions. As tho recommended that you with those restrictions.	e search on the se private
		RSHIP DISCLOSURE rship, Corporation,		ate disclosure form	(attached), if the	owner or applicant i	s a
		ty owner permitting				al letter of authoriza y of St. Charles for ti	
	LEGAL	<b>DESCRIPTION:</b> For	entire subject prop	perty, on 8 1/2 x 11	inch paper and Mi	crosoft Word file.	
		OF SURVEY: A curre	•			sting improvements	on the
						as required by State d Water Conservation	

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: <a href="http://www.kanedupageswcd.org/">http://www.kanedupageswcd.org/</a>	
<b>ENDANGERED SPECIES REPORT:</b> 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: <a href="https://dnr2.illinois.gov/EcoPublic/">https://dnr2.illinois.gov/EcoPublic/</a>	
STORMWATER MANAGEMENT: Written information as described in the Stormwater Management Requirements for Preliminary Plans (attached).	
<b>DEPARTURES FROM SUBDIVISION CODE STANDARDS:</b> List any requests for departures from the requirements of Title 16 "Subdivisions & Land Improvement" and reasons for requesting each departure.	
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 Tit 16 of the St. Charles Municipal Code.	
INCLUSIONARY HOUSING WORKSHEET: For residential developments only. Use the attached worksheet to calcula the affordable unit requirement and indicate how the development will comply with Title 19 of the St. Charles Municipal Code.	te
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: <a href="mailto:cd@stcharlesil.gov">cd@stcharlesil.gov</a>	
PRELIMINARY PLAT OF SUBDIVISION / DRAWING REQUIREMENTS CHECKLIST: A Preliminary Plat of Subdivision that includes the information listed on the Subdivision Plat Drawing Requirements Checklist. Also submit a completed Checklist (attached).	n
PRELIMINARY ENGINEERING PLANS / DRAWING REQUIREMENTS CHECKLIST: Preliminary Engineering plans that include the information listed on the Drawing Requirements Checklist-Preliminary Engineering Plans. Also submit a completed Checklist (attached).	
TREE PRESERVATION PLAN: When required, in accordance with Ch. 8.30 of the St. Charles Municipal Code (se attached "Tree Preservation Requirements for Preliminary Plans".	е
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.	
Triple K-214 LLC 1-24-24 Record Owner Date	
Bob Rasmussen 1-24-24	
Annlicant or Authorized Agent Date	

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

STATE OF ILLINOIS ) ) SS.	
KANE COUNTY )	
I, Bob Rasmussen, being first duly	sworn on oath depose and say that I am
Manager of Triple R-214, LLC	, an Illinois Limited Liability
Company (L.L.C.), and that the following persons a	re all of the members of the said L.L.C.:
Bob Rasmussen	33.33
Roland Dzekijorius	33.33
Bichard Dahl	33.33
Nanagar Managar	
By: Manager	
	d
Subscribed and Sworn before me this	day of
January 20 24.	
Na Moros	
Motary Public	OFFICIAL SEAL MARY M MOORE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 08/21/2026

# PARK LAND/CASH WORKSHEET

City of St. Charles, Illinois

Name of Development: Indiana Place

Date Submitted: 1-22-24

Bob Rasmusser Prepared by:

Total Dwelling Units:	15
-----------------------	----

A credit for existing residential lots within the proposed subdivision shall be granted. Deduct one (1) unit per existing lot.

**Total Dwelling Units w/ Deduction:** 

\*If the proposed subdivision contains an existing residential dwelling unit, a credit calculated as a reduction of the estimated population for the dwelling is available. Please request a worksheet from the City.

**Estimated Population Yield:** 

Time of Dividling	# Dwalling Units (DII)	Population Generation	Estimated Population
Type of Dwelling	# Dwelling Units (DU)	per Unit	Estillatea ropulation
<b>Detached Single Family</b>			
> 3 Bedroom		DU x 2.899	
> 4 Bedroom		DU x 3.764	=
> 5 Bedroom		DU x 3.770	2
<b>Attached Single Family</b>			
> 1 Bedroom		DU x 1.193	=
> 2 Bedroom		DU x 1.990	=
> 3 Bedroom		DU x 2.392	=
> 4 Bedroom		DU x 3.145	=
Apartments			
> Efficiency		DU x 1.294	=
> 1 Bedroom	12	DU x 1.758	= 21,096
➤ 2 Bedroom	3	DU x 1.914	= 5,742
> 3 Bedroom		DU x 3.053	=

- Park	 ۰.	.11 -	
- 1	T Z		

**Total Dwelling Units** (with deduction, if applicable)

**Estimated Total Population** 

**Park Site Requirements:** 

**Estimated Total Population:** 

 $26,838 \times .010$  Acres per capita =

**Cash in lieu of requirements:** 

**Total Site Acres:** 

x \$240,500 (Fair Market Value per Improved Land) = \$ 64.545.39

# SCHOOL LAND/CASH WORKSHEET

City of St. Charles, Illinois

Name of Development: Indiana Place

Date Submitted: 1-22-24

Prepared by:

Bob Rasmusse-

**Total Dwelling Units:** 

15

A credit for existing residential lots within the proposed subdivision shall be granted. Deduct one (1) unit per existing lot.

**Total Dwelling Units w/ Deduction:** 

\*If the proposed subdivision contains an existing dwelling unit, a credit is available calculated as a reduction of the estimated population for the dwelling. Please request a worksheet from the City.

**Estimated Student Yield by Grades:** 

Type of Dwelling	# of dwelling Units (DU)		mentary des K to 5)	Middle (Grades 6 to 8)		High (Grades 9 to 12)	
<b>Detached Single Famil</b>	Y						
➢ 3 Bedroom		DU x .369	=	DU x .173		DU x .184	
> 4 Bedroom		DU x .530	=	DU x .298	=	DU x .360	
> 5 Bedroom		DU x .345	=	DU x .248	=	DU x .300	=
Attached Single Family	1						
> 1 Bedroom		DU x .000	100	DU x .000	ente ente	000. x UG	=
> 2 Bedroom		B80. x UD		DU x .048	=	DU x .038	=
> 3 Bedroom		DU x .234	Company of the Compan	DU x .058	=	DU x .059	=
> 4 Bedroom		DU x .322		DU x .154	=	DU x .173	=
Apartments							
> Efficiency		DU x .000		DU x .000	=	DU x .000	=
> 1 Bedroom	12	DU x .002	= 1024	DU x .001	= ,012	DU x .001	= 1012
> 2 Bedroom	3	DU x .086	= 1258	DU x .042	= 1126	DU x .046	= 0000.138
> 3 Bedroom		DU x .234		DU x .123	Description of the control of t	DU x .118	=

Totals:

TDU (with deduction, if applicable)

.138

**School Site Requirements:** 

Туре	# of students	Acres per student	Site Acres
Elementary (TE)	.282	x .025	= :00709
Middle (TM)	1138	x .0389	= 10053682
High (TH)	COBUS.	15 x .072	= 100999.01

**Total Site Acres:** 

.0232182

Cash in lieu of requirements:

.0232182



# **INCLUSIONARY HOUSING WORKSHEET**

Name of Development:

**Date Submitted:** 

Use this worksheet to determine the affordable unit requirement for the proposed development and to propose how the development will meet the Inclusionary Housing requirements of Title 19.

# 1) Calculate the number of affordable units required:

Unit Count Range	# of Units Proposed in Development		% of Affordable Units Required		# of Affordable Units Required
1 to 15 Units	15	х	5%	=	.75
More than 15 Units		х	10%	=	,

2) How will the Inclusionary Housing requirement be met	Ho	lliw wc	the Inc	lusionary	Housing	requirement	be	met
---	----	---------	---------	-----------	---------	-------------	----	-----

1	Provide	on-site	affordable	units
-1	 rioviue	OHITSILE	gilviuabic	MIIII

Pay a fee in-lieu of providing affordable units (calculate fee in-lieu below)

Provide a mixture of affordable units and fee in-lieu

- o # of affordable units to be provided:
- O Amount of fee in-lieu to be paid (calculate below):

**Fee In-Lieu Payment Calculation** 

# **Multi-Family Development:**

# of Affordable Units Required	# of Affordable Units Proposed to Pay the Fee-In-Lieu		Fee-In-Lieu Amount Per Affordable Unit		Total Fee-In-Lieu Amount	
175	,75	х	\$39,665.75	=	39,48,575	29,-

# Single-Family Attached (Townhouse) / Two-Family Development:

# of Affordable Units Required	# of Affordable Units Proposed to Pay the Fee-In-Lieu		Fee-In-Lieu Amount Per Affordable Unit		Total Fee-In-Lieu Amount
		Х	\$27,766.03	=	

# **Single-Family Development:**

# of Affordable Units Required	# of Affordable Units Proposed to Pay the Fee-In-Lieu		Fee-In-Lieu Amount Per Affordable Unit		Total Fee-In-Lieu Amount
		х	\$15,866.30	=	

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



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

# FINAL PLAT OF SUBDIVISION APPLICATION

For City Use

Project Name:

Project Number:

Cityview Project Number:

PLFF202400004

JAN 26 2024

City of St. Charles

Community Development

- File this application to request approval of a Final Plat of Subdivision.
- 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 of Subdivision will be scheduled for Plan Commission review when staff has determined the plans are ready.

1. F	Property	Location:	
I	nformation:	1416 Indiana Ave	
		Parcel Number (s):	
		09-26-352-002	
		Proposed Subdivision Name:	
		Indiana Place	
	Applicant Information:	Name: Bob Rasmussen	Phone: 630-774-9101
			Email:
		Address 521 Illinois Ave 57. Charles, IL 60174	Midwest custom homes. Co-
2	Record Owner	Name:	Phone:
	Information:	Friple R- 214, LLC	630-774-9101
		Address: 521 Illinois Au	Email:
		57. Charles, IL 60174	

4.	<u>Identi</u>	fy the Type of Ap	olication:				
	Pla	Combined Prelination of the Combined Pub Prelimination Combined Pre	ment (PUD): ary Plan was previou liminary-Final Revie Application filed co	w Process (Preliming usly approved by the ew Process (PUD Proncurrently	nary Plat Application ne City reliminary Plan App	n filed concurrently dication filed concur	rrently)
		rision which qualifie					ррисасіон јо
5.	If mult or plan	red Attachments: iple zoning or subdit is. Fee must be paid CATION FEE: \$300			oncurrently, do not	submit duplicate ch	necklist items
X	REIMB funds i	URSEMENT OF FEE n escrow with the C	City, as provided by	Appendix B of the	Zoning Ordinance.	Fees Agreement ar	•
X	4L	items (number of a		•		City. Required depo	sit is based o
		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	
	<b>/</b>			10 D			

$\square$	<b>FEE FOR INSTALLATION OF CITY BENCHMARKS:</b> 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:
لسنا	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.

X	OWNERSHIP DISCLOSURE: Use the appropriate disclosure form (attached), if the owner or applicant is a Partnership, Corporation, Trust, or LLC.
	<b>LETTER OF AUTHORIZATION:</b> 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.
X	STORMWATER MANAGEMENT PERMIT APPLICATION: If application is not already filed.
X	STORMWATER REPORT
¥	ENGINEER'S COST ESTIMATE SPREADSHEET: Use the attached form.
	FINANCIAL GUARANTEE & LAND IMPROVEMENT AGREEMENT: With this application, provide a draft or description of the proposed guarantee for the payment and completion of Land Improvements. Include the proposed form, amount, and provider of completion guarantee collateral — bond, cash, or letter of credit. These items must be provided prior to the City signing the Final Plat of Subdivision and recording the plat.  • Letter of Credit form — see City Code Title 16, Appendix C  • Land Improvement Agreement — see City Code Title 16, Appendix D
Z	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.
X	<b>INCLUSIONARY HOUSING WORKSHEET:</b> For residential developments only. Use the attached worksheet to calculat the affordable unit requirement and indicate how the development will comply with Title 19 of the St. Charles Municipal Code.
	<ul> <li>COPIES OF THIRD PARTY PERMIT/APPROVALS: Provide the applicable required items which may include:</li> <li>Illinois EPA Water Pollution Control Permit for sanitary sewer extension</li> <li>Illinois EPA Division of Public Works Supplies Permit for water mains</li> <li>Notice of Intent (NOI) letter/permit for NPDES Stormwater Discharge for sites 5 acres and larger</li> <li>IDNR Office of Water Resources Permit (for work in floodplain)</li> <li>Wetlands Permit from Army Corps of Engineers</li> <li>Kane County DOT and/or IDOT signature on Final Plat (if applicable)</li> <li>Offsite easements and right-of-way necessary to construct the required Land Improvements</li> </ul>
De pla to :	ANS: All required plans shall be drawn on sheets no larger than 24" x 36", unless the Director of Community velopment permits a larger size when necessary to show a more comprehensive view of the project. All required ns shall show north arrow and scale, and shall be drawn at the same scale (except that a different scale may be used show details or specific features). All plans shall include the name of the project, developer or owner of site, person 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
[	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).
[	FINAL ENGINEERING PLANS / DRAWING REQUIREMENTS CHECKLIST: Final Engineering plans that include the information listed on the Drawing Requirements Checklist-Final Engineering Plans. 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.

Triple R-214, LLC Record Owner	1-22-24
Record Owner	Date
	1-22-24
Applicant or Authorized Agent	Date

# 1416 INDIANA AVENUE SUBDIVISION

City of St. Charles, Kane County, Illinois

BEING A RESUBDIVISION OF PART OF BLOCK 5 OF W.H. WILCOX SECOND ADDITION TO ST. CHARLES AND THAT PART OF VACATED INDIANA AVENUE IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL INDEX NUMBER 09-26-352-002



BEARINGS SHOWN HEREON ARE ASSUMED

#### **LEGEND** SUBDIVISION BOUNDARY LINE LOT LINE / PROPERTY LINE \_\_\_ CENTER LINE - EVISTING LOT LINE 3/4" IRON PIPE TO BE SET P.U. & D.E. PUBLIC UTILITY & DRAINAGE EASEMENT HEREBY GRANTED ACCESS EASEMENT HEREBY GRANTED

STORMWATER MANAGEMENT EASEMENT HEREBY GRANTED

EXISTING ZONING CLASSIFICATION

TOTAL AREA OF SUBDIVISION 33,080 Square Feet OR 0.759 Acres

TOTAL AREA OF PROPOSED EASEMENTS ccess Easement = 8.898 Square Fee Public Utility & Drainage Easement (P.U. & D.E.) = 7,148 Square Feet

All measurements are shown in feet and fecimal parts thereof. Dimensions enclosed with ( ) are record data. All other dimensions are measured or record equals measured.

OWNER



# STORMWATER DETENTION EASEMENT PROVISIONS

STORMWATER DETENTION EASEMENT PROVISIONS

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF ST. CHARLES AND TO THEIR SUCCESSORS AND ASSIGNS, IN, UPON, ACROSS, OVER, UNDER, AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LEDGE FOR THE PROVINCE PROPERTY ON THE PLAT OF SUBDIVISION HEREON DEAWN FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLAYING, ALTERIOR, CHARLAGING, REPOYING, THE PROPERTY OF THE PROPERTY OF INSTALLING, CONSTRUCTING, REPOYING, THE PROPERTY OF THE P

EXISTING BUILDING

PERMANENT NON-EXCLUSIVE EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE PERMARIN NON-EXCLUSIVE ASSEMBNTS ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF ST. CHARLES, IN, JUNDI, ARCIOSCO, OVER, LUMER AND HOLOGIST HE AREAS SKOWIN BY CITY OF ST. CHARLES, IN, JUNDI, ARCIOSCO, OVER, LUMER AND HOLOGIST HE AREAS SKOWIN BY HEREBOND BRAWN, FOR THE PURPOSE OF ACCESS TO CITY OWNED UTILITIES AND OTHER HEREBOND BRAWN, FOR THE PURPOSE OF ACCESS TO CITY OWNED UTILITIES AND OTHER AS ALSO HEREBOND AND AND AREAS SKOWING AND AREAS SKOWING AND ALSO HEREBOND AND AREAS SKOWING AND AREAS AND AREAS AND AREAS.

#### PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

LOT

PUBLIC UTILITY AND DRAINING EASEMENT ROUVISIONS
A PERMANENT NOF-EXCLUSIVE LEASEMENT IS HEREBY GRANTED TO THE CITY OF ST. CHARLES AND TO ALL PUBLIC UTILITY COMPANIES OF ANY KIND OPERATING UNDER TRANCHISE GRANTING THEM EASEMENT AND THE STREET OF A STREET, AND THE STREET, APPURTENANCES, SANITARY AND STORM SEWERS, DRAINAGE WAYS, STORM WATER DETENTION AND RETENTION, WATER MAINS AND ANY AND ALL MANHOLES, HYDRANTS, PIPES, CONNECTIONS, CATCH RETENTION, WATER MAINS AND ANY AND ALL MANIBLES, HORBARTS, PIPES, CONNECTIONS, CATCHI BASHIS, BUPFLAGO BORES AND WITHOUT LIMITATION, SUCH OTHER INSTALLATIONS AS MAY BE AND CROSS THE BEAL ESTATE PLATTED HEEDIN FOR THE NECESSARY PRESONNEL AND EQUIPMENT TO MAKE ANY OR ALL OF THE ADDRESS WORK, THE PERMANENT NON-EXCLUSIVE SEASMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF ST. CHARLES AND THE RESPECTIVE SUCCESSORS AND ASSIGNS FOR MAINTAINING THE UNINTERSURPED AND UNIMPREDED CONVEYANCE, FLOW AND RUNGHOF OF SUBFRACE STORM WATER ACROSS AND UPON THE AREAD SECRETATED ON THIS PLAT AS DRAIMAGE DASFERNIT. THE RIGHT IS HEREBY CANATION TO SAID GRANTES DESIGNATED ON THIS PLAT AS DRAIMAGE DASFERNIT. THE RIGHT IS PLANTS THAT INTERFERE WITH THE DRAINAGE WAYS AND OPERATION OF OR ACCESS TO SAID UTILITY INSTALLATIONS, WITHOUT LIMITATION, IN, ON, UPON OR ACROSS, UNDER, OR THROUGH SAID EASEMENTS. INSTALATIONS, WITHOUT LIMITATION, IN, ON, UPON OR ACROSS, UNDER, OR THROUGH SAID EASEMENTS. ON PERMANENT BUILDINGS, TREES, CARDENS, SHRING, OR BERNING SHALL BE PLACED ON OR IN SAID EASEMENTS, EXCEPT AS ARROWED BY THE CITY OF ST. CAMBLE, BUT THE DESPERTY RADES MAY BE USED USED. THE DESPERTY RADES MAY BE USED USES AND RECEIVED THE DESPERTY RADES MAY BE USED. THE DESPERTY RADES MAY BE USED. THE DESPERTY RADES MAY BE USED. THE PROPERTY OF ST. CHARLES SO AS NOT TO USES AND RECEIVED THE PROPERTY OF ST. CHARLES SO AS NOT TO THOSE MANAGED BY THE CITY OF ST. CHARLES, SHALL BE SUBJECT TO THE APPROVAL OF THE CITY OF ST. CHARLES, AST TO DESIGN AND LOCATION, AND ALL OTHER INSTALATIONS ARE SUBJECT TO THE GOODMANCES OF THE CITY OF ST. CHARLES.

FOLLOWING ANY WORK TO BE PERFORMED BY THE GRANTEES IN THE EXERCISE OF ITS EASEMENT RIGHTS FOLLOWING ANY WORK TO BE PERFORMED BY THE GRANTEES IN THE EXERCISE OF ITS EASEMENT REGREGATION. GRANTED HEARIN, THE GRANTEES SHALL HAVE NO BUILDATION WITH RESPECT TO SURPACE RESTORATION INCLUDING, BUT NOT LIMITED TO, THE RESTORATION, REPAIR, OR REPLACEMENT OF ANY LANDSCAPING PROVIDED, HOWEVER, THE GRANTEES SHALL BE OBLIGATED FOLLOWING. ANY SUCH WORK, TO BRACKFILL AND MOUND SO AS TO RETAIN SUITABLE DRAINAGE, REMOVE DERRIS, AND LEAVE THE AREA IN GENERALLY CLEAN AND WORKMARKE CONDITION.

#### OWNER'S CERTIFICATE

COUNTY OF KANE

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

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 LIMIT OF:

ST. CHARLES COMMUNITY UNIT SCHOOL DISTRICT 303.

#### TRIPLE R-214, LLC

DATED THIS DAY OF A.D. 20

#### NOTARY PUBLIC'S CERTIFICATE

STATE OF ILLINOIS SS COUNTY OF KANE

I, \_\_\_\_, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_\_, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAT IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_\_, A.D. 20 \_\_\_\_\_, AT \_\_\_\_\_\_, ILLINOIS.

# MY COMMISSION EXPIRES MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS SS

ACCEPTED AND APPROVED BY \_\_\_\_\_\_, AS PILLINOIS, THIS \_\_\_\_\_ DAY OF, A.D., 20\_

ATTEST:

#### PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS SS

CITY OF ST. CHARLES PLAN COMMISSION.

PLAN COMMISSION CHAIRMAN

#### CITY COUNCIL CERTIFICATE

APPROVED, AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_ CITY COUNCIL OF CITY OF ST. CHARLES, ILLINOIS.

ATTEST: \_\_\_\_\_\_CITY CLERK

#### SPECIAL FLOOD HAZARD AREA CERTIFICATE

STATE OF ILLINOIS SS COUNTY OF KANE

THIS IS TO CERTIFY THAT THE PARCELS INCLUDED IN THIS RECORD OF DEED ARE LOCATED IN THE SPECIAL FLOOD HAZARD AREA IDENTIFIED FOR THE CITY OF ST. CHARLES, ILLINOS BY THE FEDRAL MERGENCY WANAGEMENT ACENTY ON THE FLOOD INSURANCE RATE MAP, PANEL NO. 17089C02661, DATED JULY 20, 2021.

TILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003342

LICENSE EXPIDES NOVEMBED 30, 2024

#### DIRECTOR OF COMMUNITY DEVELOPMENT CERTIFICATE

STATE OF ILLINOIS SS COUNTY OF KANE

. DO HEREBY CERTIFY THAT THE

DATED AT ST. CHARLES, ILLINOIS, THIS \_\_\_ DAY OF \_

#### DIRECTOR OF COMMUNITY DEVELOPMENT

#### CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS 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 ST. CHARLES, ILLINOIS, THIS \_\_\_\_DAY OF \_\_\_\_

#### COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS COUNTY OF KANE

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY AT GENEVA, ILLINOIS, THIS

#### KANE COUNTY CLERK

#### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS SS COUNTY OF KANE

THIS IS TO CERTIFY THAT I, CAROL A. SWEET-JOHNSON, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF BLOCK 5 OF W.H. WILCOX SECOND ADDITION TO ST CHARLES AND THAT PART OF VACATED INDIANA AVENUE, DESCRIBED AS FOLLOWS

THAT PART OF VACATED INDIAMA AVENUE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MORTHMEST CORNER OF SADIB DLOCK 5; THENCE SOUTH ALDING
THE WESTERLY LINE OF SADIB BLOCK AND SAID WEST LINE EXTENDED 131.5 FEET TO
A LINE DRAWN PARALLEL WITH AND 4 FEET SOUTHERS (V), PACASINED AT RIGHT
OF SADID PARALLEL LINE AND SADID LINE EXTENDED TO THE EXISTERY LINE OF SADID
SADID PARALLEL LINE AND SADID LINE EXTENDED TO THE EXISTERY LINE OF SADID
DISCOX 5; THENCE NORTHERLY ALDING SADID PARTERLY LINE TO THE NORTHERAST
CORNER THEREOF. THENCE NORTHERLY ALDING SADID NORTHERIX LINE 344.4 FEET
TO THE FORM TO BEGENNING, IN THE CITY OF ST CHARES, KAME COUNTY, ILLINO IS.

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

I FURTHER CERTIFY THAT THE FOREGOING DESCRIBED TRACT IS LOCATED WITHIN

GIVEN UNDER MY HAND AND SEAL THIS 29TH DAY OF FEBRUARY, A.D. 2024.

# Preliminary

LICENSE EXPIRES NOVEMBER 30, 2024

Revised 3-4-24 per City Comments dated 2-22-24

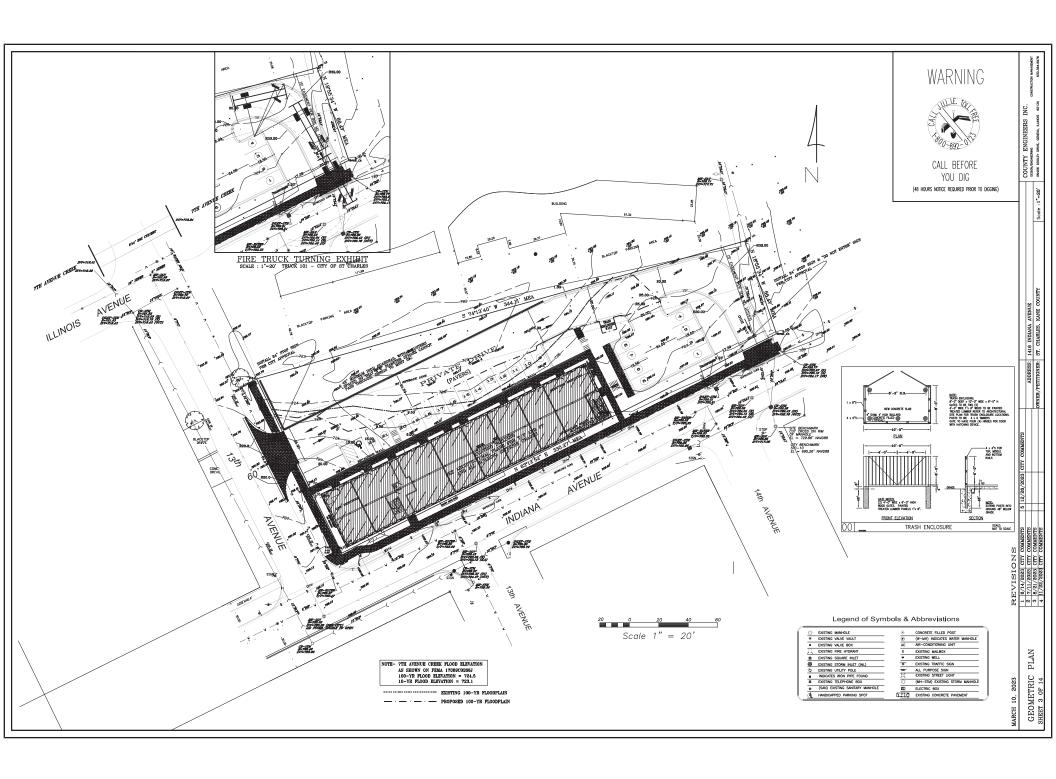


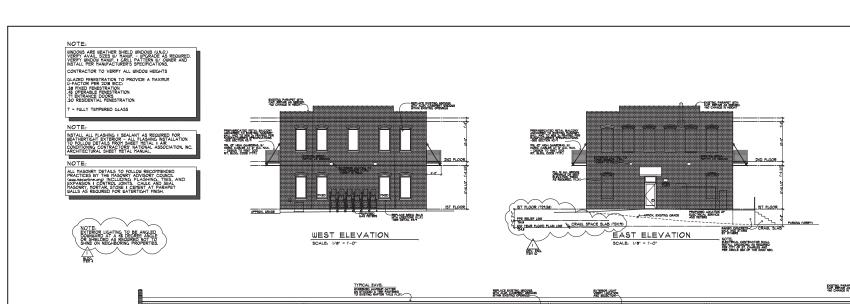
ASM Consultants, Inc.

PREPARED FOR

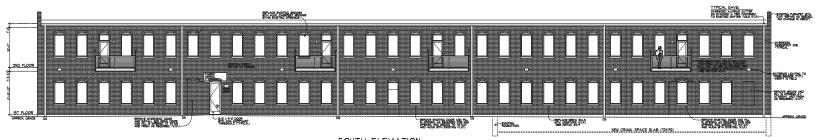
County Engineers Inc.

0N406 Dooley Drive Geneva, IL 60134









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



STATE OF ILLINOIS DESIGN FIRM REGISTRATION NUMBER 184.001511

4CI04

APARTMENT PLACE

Ţ

ALTERATIONS INDIANA 2023 20. JUNE

. Ш

PERMIT

REVISED

Revisions:
PERMIT REV.
6-20-2023

78

BOOFTRONT 2028 BY MARSHALL ARCHITECTS ALL RESHTS RESERVED Commission: 2748 ssue Date:4-28-2023 Draun By: CDZ ELEVATIONS



	AGEN	DA ITEM	EXECUTIVE SUMMARY	Agenda Item number: 4e		
Recommendation to approve a Right-of-Way License Agribetween the City of St. Charles and Triple R-214 LLC, regardless, 1416 Indiana Ave.						
CITY OF ST. CHARLES ULTINOIS+1834	Presenter:	Ellen Johr	nson, Planner			
Meeting: Plani	ning & Devel	opment Co	mmittee <b>Date:</b> A	April 8, 2024		
Proposed Cost:	: \$		Budgeted Amount: \$	Not Budgeted:		
TIF District: No	one					
Executive Sum	mary (if not	budgeted,	please explain):			
<ol> <li>1 awnin</li> <li>2 sidew</li> </ol> An agreement	alk segments	ndiana Ave. s connectin fted to gra	building entrance.  Ig to the public sidewalk.  Int Triple R-214 LLC, property owermit plans approved by the City.	_		
be responsible safe manner ar agrees to inden	for maintain nd in accorda	ing the balonce with the yand provi	ense agreements granted for First conies, awning, and sidewalk seg ne City approved plans. Per the a de insurance for the benefit of th	ments within the ROW in a greement, Triple R-214 LLC		
The City will ret projections.						
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	runs with th	·	gate and enforce rules and regul would transfer to any successor			

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

Recommendation to approve a Right-of-Way License Agreement between the City of St. Charles and Triple R-214 LLC, regarding Indiana Place, 1416 Indiana Ave.

Prepared by: City of St. Charles 2 E. Main St. St. Charles, IL 60174	
	For Recorder's Use Only

# **RIGHT-OF-WAY LICENSE AGREEMENT**

This RIGHT-OF-WAY LICENSE AGREEMENT (hereinafter the "Agreement") is made and entered into as of this \_\_\_ day of \_\_\_\_\_\_, 2024, by and between the City of St. Charles, an Illinois municipal Corporation, Kane and DuPage Counties, Illinois (hereinafter "City"), and Triple R-214 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, Licensee owns the property commonly known as 1416 Indiana Avenue, St. Charles, Illinois, legally described on Exhibit "A," attached hereto and made a part hereof ("Licensee Property"); and

WHEREAS, the City does maintain, occupy, operate and use public right-of-way known as Indiana Avenue, a portion of which is immediately adjacent to the Licensee Property ("Indiana Avenue ROW"); and

WHEREAS, Licensee proposes to redevelop the existing structure on the Licensee Property into fifteen (15) residential apartment units, which includes the addition of four (4) balconies projecting into the Indiana Avenue ROW ("Balcony Projections"), one (1) awning projecting into the Indiana Avenue ROW ("Awning Projection"), and two (2) sidewalk segments projecting into the Indiana Avenue ROW ("Sidewalk Projections"), pursuant to the plans approved by the City under Building Permit No. 202300865 and as illustrated on Exhibit "B," attached hereto and made a part hereof ("Site Plan & Building Elevations"); and

NOW, THEREFORE, 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, and 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, hereby grants to the Licensee, its successors, grantees and assigns, an irrevocable permanent and exclusive restricted license (hereinafter the "License") for the purpose of constructing and maintaining the Balcony Projections, Awning Projection, and Sidewalk Projections solely within the limited area in the Indiana Avenue ROW, pursuant to the City approved zoning and permit plans, as illustrated on the Site Plan & Building Elevations, subject to the terms, conditions and limitations herein.
- 3. Licensee must construct and maintain the Balcony Projections, Awning Projection, and Sidewalk Projections in full compliance with the permit and all conditions contained herein or attached hereto by reference.
- 4. The Balcony Projections, Awning Projection, and Sidewalk Projections shall not in any manner be expanded, added to or enlarged beyond the extent of the Balcony Projections, Awning Projection, Sidewalk Projections as depicted, construed and illustrated on Exhibit "B."
- 5. The Balcony Projections, Awning Projection, and Sidewalk Projections shall not in any manner be constructed, reconstructed, modified or improved without prior written consent of the City.
- 6. This Agreement shall terminate in the event that any of the following occur: (a) the primary structure located on the Licensee Property is ever damaged or destroyed, to the extent that its value is less than 25% of the cost to replace the primary structure, and the Licensee shall have failed to repair the primary structure within one hundred and eighty (180) days of said damage; (b) if the Balcony Projections, Awning Projection and Sidewalk Projections are ever removed and use terminated for more than three (3) months; (c) this Agreement otherwise terminates pursuant to any other provision of this Agreement. Prior to termination of this Agreement, Licensor shall provide Licensee with a written Notice of Termination ten (10) days prior to the date of said termination.
- 7. Licensee understands and agrees that the Sidewalk Projections, and Balcony Projections and Awning Projection attached to the building shall remain in good structural condition at all times and that the use and enjoyment of the Indiana Avenue ROW pertaining to the Sidewalk Projections, Balcony Projections and Awning Projection shall not be compromised in any unsafe or adverse manner. The Licensee shall promptly restore or cause to be restored the Sidewalk Projections, Balcony Projections and Awning Projection to a good state of repair and in a clean, safe, unobstructed and usable condition, at all times complying with all local codes and ordinances. Should repairs or maintenance be needed to the Sidewalk Projections, Balcony Projections and Awning Projection or where the Balcony Projections and Awning Projection are attached to the building, Licensee shall perform such work within thirty (30) days of notification by the City. If the required work is not performed or completed to the City's satisfaction, the City shall have the

right to terminate the Agreement or perform or complete such work. Licensee agrees to reimburse the City for performance of such work within thirty (30) days of invoice by the City. Non-payment of invoices shall constitute a lien against the Licensee Property.

- 8. To the fullest extent permitted by law, Licensee hereby agrees to defend, indemnify and hold harmless the City, its officials, agents, and 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 Balcony Projections, Awning Projection, or Sidewalk Projections, any respective parts thereof located within the or attached to the Licensee Property or within the Indiana Avenue ROW, 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. Upon completion and occupancy, the Licensee shall furnish to the City a certificate of insurance evidencing commercial general liability insurance with minimum limits of \$1,000,000.00 combined single limit per occurrence and \$3,000,000.00 general aggregate limits and otherwise reasonably satisfactory to the City. The insurance policy shall be expressly endorsed to include the City as an additional insured, Such 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 maintained during the term of the License.
- 9. The City shall have the right, in its sole and absolute discretion, to promulgate and enforce rules and regulations regarding the use of the Balcony Projections, Awning Projection, and Sidewalk Projections, to protect the health, safety and welfare of the public utilizing the Indiana 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 Balcony Projections, Awning Projection, and/or Sidewalk Projections to comply with this provision.
- 10. Except in the Encroachment, Licensee understands and agrees that various third party utility, telecommunication, and T.V. cable companies, including but not limited to Commonwealth Edison, NICOR and AT&T and their successors and assigns ("Utility Companies"), may have certain rights arising in the Indiana 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 or the Encroachment.
- 11. If this Agreement is terminated under any of the provisions contained herein, Licensee shall remove the Balcony Projections, Awning Projection, and Sidewalk Projections within thirty (30) days of termination. If the required work is not performed or completed to the City's satisfaction, the City shall have the right to perform or complete such work. Licensee agrees to

reimburse the City for performance of such work within flirty (30) days of invoice by the City. Non-payment of invoices shall constitute a lien against the Licensee Property.

- 12. The Encroachment when installed does not become a part of or an interest in the Indiana 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 License granted to the Licensee, as provided herein.
- 13. Licensee is responsible for the cost of installation, maintenance, and removal of such Balcony Projections, Awning Projection, and Sidewalk Projections and is responsible for any damage caused to the Indiana Avenue ROW resulting from such installation, maintenance, and removal.
- 14. The terms of this Agreement are covenants running with the Licensee Property and shall inure to the benefit of, burden and be binding upon, the Parties hereto and their respective successors and assigns, including, but not limited to, any future association and all owners of all or any portion of, or interest in the Licensee Property.
- 15. This Agreement may be enforced either at law or in equity, with the non-breaching Party entitled to injunctive relief and/or monetary damages. If any action for enforcement of this Agreement is brought, the non-prevailing Party in such action shall reimburse the prevailing Party for its attorneys' fees and related costs in such action.
- 16. Licensee shall not assign this Agreement or its rights and duties under this License, without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion.
- 17. This Agreement may be modified or amended only by a written instrument executed by the Parties, or their respective permitted successors or assigns.
- 18. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extend, be invalid or unenforceable, the remainder of this License, or the application of such tern, 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 tern, 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	, 2024
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# TRIPLE R-214 LLC an Illinois Limited Liability Corporation

By:		
Subscribed and sworn to before me this _	day of	, 2024.
Notary Public	_	
CITY OF ST. CHARLES, an Illinois municipal corporation		
By: Mayor		
Attest:City Clerk		

# **Exhibit A:**

# **Licensee Property**

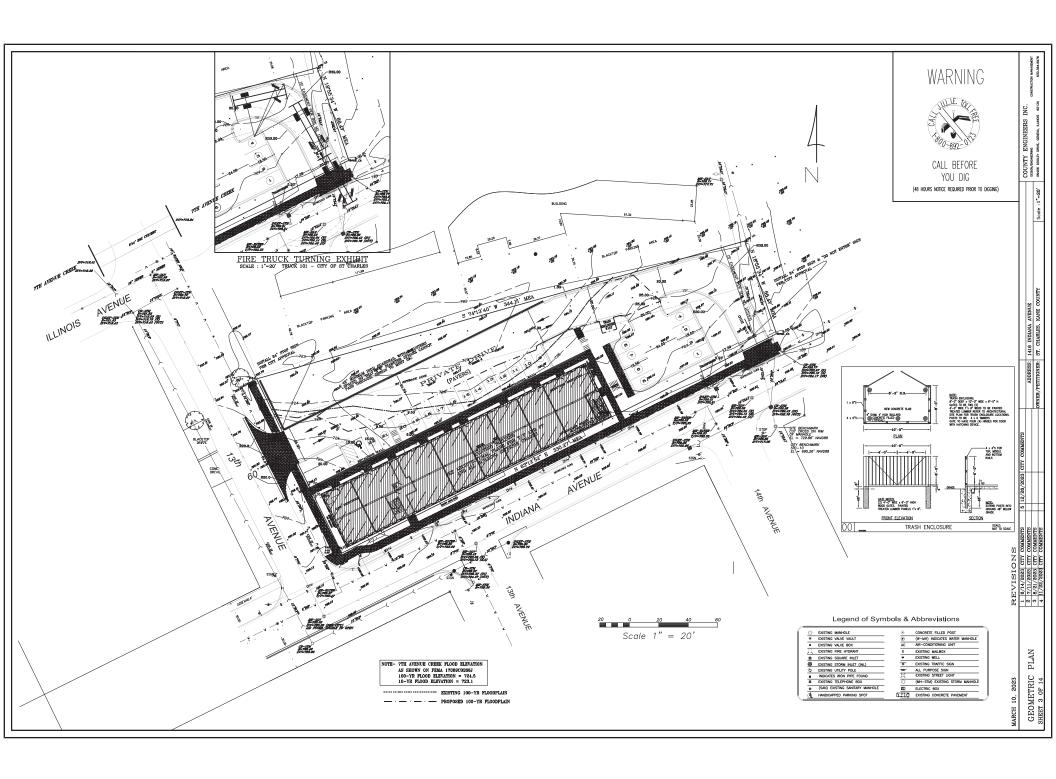
THAT PART OF BLOCK 5 OF W.H. WILCOX SECOND ADDITION TO ST CHARLES AND THAT PART OF VACATED INDIANA AVENUE, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 5; THENCE SOUTH ALONG THE WESTERLY LINE OF SAID BLOCK AND SAID WEST LINE EXTENDED 131.5 FEET TO A LINE DRAWN PARALLEL WITH AND 4 FEET SOUTHERLY OF, MEASURED AT RIGHT ANGLES THERETO THE SOUTHERLY LINE OF SAID BLOCK 5; THENCE EASTERLY ALONG SAID PARALLEL LINE AND SAID LINE EXTENDED TO THE EASTERLY LINE OF SAID BLOCK 5; THENCE NORTHERLY ALONG SAID EASTERLY LINE TO THE NORTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG SAID NORTHERLY LINE 344.4 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST CHARLES, KANE COUNTY, ILLINOIS.

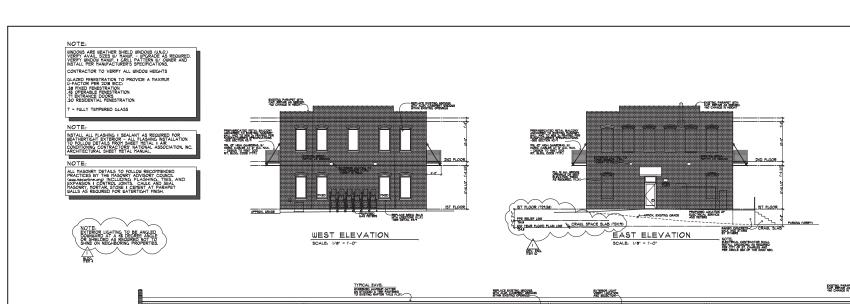
PIN #09-26-352-002

# Exhibit B:

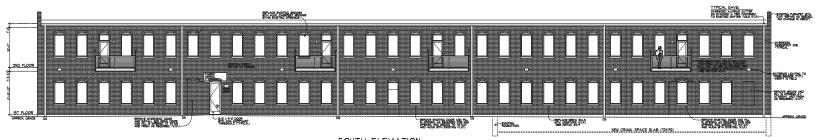
# **Site Plan & Building Elevations**

Indiana ROW and City Approved Plans Depicting Scope of Balcony Projections, Awning Projection and Sidewalk Projections









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



STATE OF ILLINOIS DESIGN FIRM REGISTRATION NUMBER 184.001511

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APARTMENT PLACE

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ALTERATIONS INDIANA 2023 20. JUNE

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PERMIT

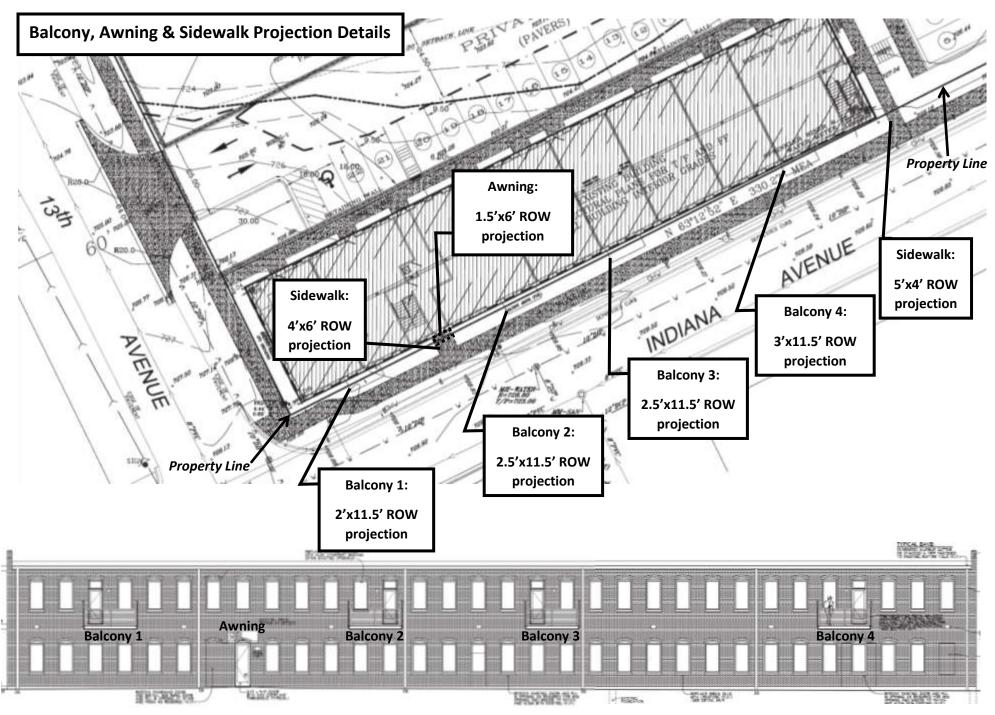
REVISED

Revisions:
PERMIT REV.
6-20-2023

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BOOFTRONT 2028 BY MARSHALL ARCHITECTS ALL RESHTS RESERVED Commission: 2748 ssue Date:4-28-2023 Draun By: CDZ ELEVATIONS





# AGENDA ITEM EXECUTIVE SUMMARY Agenda Item number: 4f Plan Commission recommendation to approve a PUD Preliminary Plan Title: for First Street Redevelopment PUD Lot 6. Presenter: Ellen Johnson, Planner **Meeting:** Planning & Development Committee **Date:** April 8, 2024 **Proposed Cost:** \$ **Budgeted Amount: \$** Not Budgeted: TIF District: None **Executive Summary** (if not budgeted, please explain): Last year, the City entered into an agreement with the new owner of the former Blue Goose property to reconstruct and expand the City-owned parking lot located at the SW corner of 1st and Illinois Streets. Per the agreement, the south portion of the lot will provide additional parking for the new grocery tenant, Whole Foods. The north portion of the lot will provide permanent public parking. Plans have been prepared for approval proposing reconstruction of the parking lot, which is Lot 6 of the First Street Redevelopment PUD. Plans for streetscaping improvements along the 1st Street and Illinois Street lot frontages have also been prepared. The parking lot plans include removal of existing concrete and new asphalt/stripping, landscaping, and lighting. The streetscaping along Illinois and 1st Streets follows the design used along the rest of 1st/Illinois, including angled street parking, paver bricks, planter beds, and lighting. **Plan Commission Review** The Plan Commission reviewed the PUD Preliminary Plan on 4/2/24 and unanimously recommended approval subject to resolution of staff comments, and consideration of the Plan Commission's

suggestions. Theses suggestions are as follows:

- Remove the narrow strip of turf grass strip that runs between parking rows as this will be difficult to maintain.
- Replace the Linden trees on 1<sup>st</sup> St with a different species that has a more standard canopy appearance.
- Remove the tree at the corner of 1<sup>st</sup>/Indiana due to visibility concerns.
- Add pavement markings or a speed bump to delineate public vs. private parking.

# Attachments (please list):

Plan Commission Resolution, Staff Report, Application, Plans

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

Recommendation to approve a PUD Preliminary Plan for First Street Redevelopment PUD Lot 6.

# City of St. Charles, Illinois Plan Commission Resolution No. 6-2024

# A Resolution Recommending Approval of a PUD Preliminary Plan for First Street PUD Lot 6 (City of St. Charles)

# Passed by Plan Commission on April 2, 2024

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

WHEREAS, the Plan Commission has reviewed the PUD Preliminary Plan for First Street PUD Lot 6 (City of St. Charles); and

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

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to City Council approval of a PUD Preliminary Plan for First Street PUD Lot 6 (City of St. Charles), contingent upon the resolution of all staff comments and consideration of the suggestions provided by the Plan Commission prior to City Council action.

Roll Call Vote:

Ayes: Moad, Hibel, Funke, Wiese, Ewoldt, Rosenberg, Gruber, Vargulich

Nays:

Absent: Fitzgerald Motion carried: 8-0

PASSED, this 2nd day of April 2024.

Chairman
St. Charles Plan Commission



# Staff Report Plan Commission Meeting – April 2, 2024

Applicant:	City of St. Charles
Property	City of St. Charles
Owner:	
Location:	West side of S. 1st
	Street b/w Illinois
	and Indiana Streets
Purpose:	City parking lot & 1st
	Street Streetscape
Application:	PUD Preliminary
	Plan
Public Hearing:	Not required
Zoning:	CBD-1 Central
	Business District /
	PUD
Current Land	Public parking
Use:	
Comprehensive Plan:	Mixed Use



Subject Property

# Summary of Proposal:

The subject property is Lot 6 of the First Street Redevelopment PUD. Plans have been submitted for reconstruction of the City-owned parking lot on S 1<sup>st</sup> Street adjacent to the former Blue Goose and for streetscaping improvements along the lot frontage. Last year, the City entered into an agreement with the new owner of the grocery store building to reconstruct and expand the parking lot on Lot 6. The south portion of the lot will provide additional parking for the new grocery tenant, Whole Foods. The north portion of the lot will provide permanent public parking.

Proposed plans for the parking lot include removal of existing concrete and new asphalt/stripping, landscaping, and lighting. Also proposed is streetscaping along the lot frontage of Illinois and 1<sup>st</sup> Street following the design used along the rest of 1st/Illinois, including angled street parking, paver bricks, planter beds, and lighting.

# Info / Procedure on Application:

# **PUD Preliminary Plan:**

- Approval of plans for development of property within a PUD to ensure compliance with the PUD ordinance and applicable provisions of the Zoning Ordinance.
- 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

# Suggested Action:

Review the PUD Preliminary Plan. 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 Lot 6 of the First Street Redevelopment PUD, which was approved by the City in 2006 under Ordinance No. 2006-Z-26 as a five-phase, mixed-use downtown redevelopment project spanning a 7.6-acre area of properties along First Street between Prairie St. and Main St.

Phases 1 and 2 were constructed from 2007 to 2009 and included: New utility and road infrastructure; Relocation of the Blue Goose store; Building 7A-BMO Harris Bank & 16 affordable rental units; Building 4- The Plaza Parking Deck; and the western portion of the First Street Plaza. Phase 3 was constructed from 2016-2023 and included: Building 1-Sterling Bank building; Building 2- River Loft building; Building 3- ALE building, a public parking deck, Riverwalk and the East Plaza.

In 2022, Building 7B- 21 apartment units was constructed. Construction of the East Plaza Expansion is nearing completion, in the location that was originally planned for Building 9.

There are two remaining development sites in the First Street PUD, both of which are owned by the City: Lot 8, located at the northeast corner of IL Rt. 31 and Illinois Street and Lot 6, located on the west side of 1<sup>st</sup> Street between Illinois and Indiana Streets.

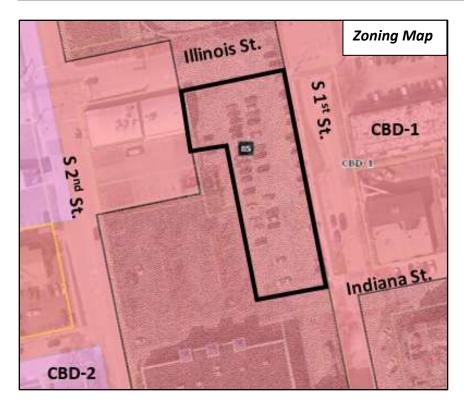


Lot 6, the subject property, has been utilized as a temporary public parking lot for several years. The property was previously approved to be developed with a building under the original 2006 First Street PUD plan. In 2023, the City entered into an agreement with the new owner of the former Blue Goose building to reconstruct and expand the parking lot on Lot 6. Per the agreement, the south portion of the lot will provide additional parking for the new grocery tenant, Whole Foods, while the north portion of the lot will provide permanent public parking.

# B. Zoning

The subject property is zoned CBD-1 Central Business District and is located in First Street PUD. The same zoning designation surrounds the property. Parcels to the north, south, and east are also in the First Street PUD.

	Zoning	Land Use
<b>Subject Property</b>	CBD-1 / PUD	Public parking
North	CBD-1 / PUD	Moto imoto/parking deck
East	CBD-1	Fox Island Square, Fox Valley Cleaners, Arcedium
South	CBD-1 / PUD	Vacant grocery store/ parking
West	CBD-1 / PUD	Grocery store parking, Mio Modo



# II. PROPOSAL

The City of St. Charles, property owner, has filed an application for PUD Preliminary Plan proposing to develop the subject property with a permanent parking lot. PUD Preliminary Plan approval is required for development of property that is within a Planned Unit Development to ensure compliance with zoning and PUD standards.

Details of the parking lot plans are as follows:

- Existing access points will remain.
- Connection with the grocery store parking lot will remain.
- 81 parking spaces:
  - o Southern 50 spaces designated for Whole Foods use.
  - Northern 31 spaces designated for public use.
- Removal of concrete and new asphalt/striping.
- Parking lot islands.
  - o Mid-row island demarcates the public vs. private parking spaces.
- Landscaping between the sidewalk and parking lot along both street frontages.

The PUD Preliminary Plan also includes streetscape plans for the site frontage along 1<sup>st</sup> Street and Illinois Street. Details:

• 9 angled parking stalls on 1st Street.

- Concrete sidewalk with brick paver border along 1st Street.
- Brick paver sidewalk along Illinois Street.
- Planter beds along 1<sup>st</sup> Street (4) and Illinois Street (two) with plantings.

#### III. PLANNING ANALYSIS

Staff has analyzed the submitted application and plans for conformance with the standards established in the First Street Redevelopment PUD (Ord. 2006-Z-29) and applicable sections of the Zoning Ordinance, including:

- Ch. 17.24 Off-Street Parking
- Ch. 17.26 Landscaping & Screening
- Ch. 17.14 Commercial Districts
- Sec. 17.22.040 Site Lighting

# A. Proposed Use

Proposed use of the subject property is a parking lot. Parking lot is a permitted use in the CBD-1 District and First Street PUD.

#### B. Bulk Standards

The table below compares the proposed plans for the subject property with the applicable bulk standards of the CBD-1 District and First Street PUD. All applicable standards are met. Parking spaces for grocery stores require a width of 9.5 ft, however the First Street PUD granted a deviation for Blue Goose parking to allow the standard 9 ft. width. It has been determined that this deviation can extend to the portion of Lot 6 that will be utilized for grocery store parking.

Category CBD-1 District / PUD Standard		Proposed
Min. Lot Area	Non for non-residential use	26,868 sf (existing)
Min. Lot Width	None	131 ft.
Front Yard	5 ft. parking	5 ft.
Interior Side Yard	0 ft. parking	0 ft.
Exterior Side Yard	5 ft. parking	5 ft.
Rear Yard	0 ft. parking	0 ft.
Parking stall dimension	9'x18 ft. or 9'x16' with 2 ft. bumper overhang	9'x16' with 2 ft. bumper overhang
Aisle width	24 ft. for 2-way	24 ft.

#### C. Site Access

Access to the proposed parking lot will be unchanged from existing conditions. The right-in/right-out driveway on Illinois Street will remain as the northern access. The lot will continue to be accessed from the south via a two-way drive off the grocery store entrance drive at the intersection of  $\mathbf{1}^{\text{st}}$  and Indiana Streets.

# D. Landscaping

A landscape plan has been submitted depicting plantings within and around the parking lot. Streetscape plantings are also shown (see Section F, below).

Category	Zoning Ordinance Standard	Proposed
Parking Lot Screening	50% of parking lot to height of 30"	Meets 50% and planting height
Interior Parking Lot Landscape Area	1 landscape island / 10 parking spaces All parking rows terminate in landscape area	Meets island requirement;  Plantings needed adjacent to parking stall at NW corner
Parking Lot Landscape Materials	1 tree per island Variety of plantings in islands	Meets 1 tree per island (no tree required at SE corner due to visibility requirements)  Additional plantings needed

# **Staff Comments:**

- ✓ Plantings are needed adjacent to the parking stall at the northwest corner of the parking lot.
- ✓ The middle island on the east side of the parking lot is planted with only sod; a variety of plantings are needed.

Note- Also shown on the landscape plan is existing vegetation on the grocery store property and around the public parking lot east of the building. Measures are noted which will maintain and restore this landscaping to the required condition based on the landscape plan for the Blue Goose previously approved. Restoration of this landscaping has been required in connection with the building permit that has been issued for work on the existing building. Plantings to screen the mechanical equipment at the northeast end of the grocery store parking lot have also been requested and are shown on the plan. The following items are outstanding and will need to be addressed: Mechanical equipment screening is required at the southwest corner of the building; the landscaping along the south side of the drive aisle behind the building needs to be restored; and a hardscape surface should be considered in lieu of the grass strip along Rt. 31 as this area is mostly weeds and is not conducive to turf grass.

# E. Site Lighting

A photometric plan has been submitted depicting pole lights within the parking lot.

# Staff Comments:

- ✓ One of the parking lot light poles is located over the double parking lot island. This will be in conflict with the trees and plantings within the island. The pole will need to be relocated.
- ✓ The site layout shall be updated to reflect the current site plan.

# F. Streetscape

The PUD Preliminary Plan includes improvement for the public right-of-way along 1<sup>st</sup> and Illinois Streets along the property frontage. This segment marks the final segment needed to complete the 1<sup>st</sup> Street streetscape in connection with the First Street Redevelopment PUD.

Plans include 9 angled parking stalls on 1<sup>st</sup> Street which will be public parking. Landscape planters are provided at intervals between the street and sidewalk. Trees are incorporated where planting bed widths allow.

Brick pavers are shown for the sidewalk along Illinois Street, consistent with the design across the street to the north. A concrete sidewalk is proposed along 1<sup>st</sup> Street, with brick paver border. This is consistent with the sidewalk design along the ALE building and River Lofts (Alter building), however sidewalks to the north, south, and across 1<sup>st</sup> Street are entirely brick paver.

# Staff Comments

- ✓ One accessible parking stall is needed on 1<sup>st</sup> Street. This will decrease the number of onstreet stalls to 8.
- ✓ The on-street parking stalls shall be concrete.
- ✓ Bike parking has been requested. Suggested locations are at the north and south ends of the parking lot, within the sidewalk where there is a break in the parking lot planter beds.
- ✓ Irrigation of the planting areas will be required.
- ✓ Use of additional brick pavers along 1<sup>st</sup> Street is desired. However, staff is assessing the availability of matching brick pavers to accomplish this.
- ✓ An electrical site plan for the streetscape lighting is needed, identifying power source, conduit routing and fixture details. The southernmost pedestrian light fixture should be shifted to be in line with the other pedestrian fixtures.
- ✓ Street/pedestrian light fixtures matching the decorative street lights used along 1<sup>st</sup> Street will be required.
- ✓ The Electric Utility has recommended not using any overhead roadway lighting as it is not needed. The existing mid-block light on First St. shall be replaced with a pedestrian fixture.

# IV. HISTORIC PRESERVATION COMMISSION REVIEW

The Historic Preservation Commission is required to make recommendations to the Plan Commission regarding PUD applications for property within a historic district. The subject property is located within the Central Historic District. The Historic Preservation Commission reviewed the PUD Preliminary Plan for the parking lot and streetscape on 3/20/2024. The Commission voted 5-0 to recommend approval, subject to the following conditions:

- 1. That brick pavers be used for the entire 1<sup>st</sup> Street sidewalk.
- 2. That pedestrian scale sidewalk lighting be used, similar to the east side of First Street.
- 3. That there be continuity in the parking lot lighting to be similar to the Whole Foods lot.

# **Staff Comments**

- ✓ Staff is looking into whether additional brick pavers will be available for use along the subject segment of the 1<sup>st</sup> Street sidewalk.
- ✓ The pedestrian light fixtures will be consistent with the fixtures used along First Street.
- ✓ The parking lot lighting will be consistent between the Whole Foods parking lot and Lot 6 parking lot.

#### V. DEPARTMENTAL REVIEWS

# A. Engineering Review

Engineering plans have been reviewed in connection with the building permit submittal currently under review with the Building Division. Comments are technical in nature and their resolution will not impact the site design.

# B. Fire Dept. Review

Plans have been reviewed by the Fire Dept. and there are no outstanding comments.

#### C. Public Works

Public Works have reviewed the plans for this project in connection with the building permit submittal currently under review with the Building Division. Comments are technical in nature and their resolution will not impact the site design.

#### VI. SUGGESTED ACTION

Review the PUD Preliminary Plan. Staff recommends the any recommendation include a condition requiring resolution of all staff comments prior to City Council action.

#### VII. ATTACHMENTS

- Applications for PUD Preliminary Plan & Minor Subdivision- Final Plat; received 2/23/23
- Historic Preservation Commission Resolution
- Preliminary Plans

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 2-2024

A Resolution Recommending Approval of

A PUD Preliminary Plan Application for First Street Lot 6 and Streetscape

WHEREAS, it is the responsibility of the St. Charles Historic Preservation Commission to

review applications for PUD Preliminary Plan for property located within a Historic District and to

make recommendations to the Plan Commission and City Council regarding the potential impact of

the application on the historic resources of the City, particularly with regard to designated

landmarks and historic districts directly affected; and

WHEREAS, the Historic Preservation Commission has reviewed the application for PUD

Preliminary Plan approval for First Street Lot 6 and Streetscape; and

WHEREAS, the St. Charles Historic Preservation Commission finds the PUD Preliminary

Plan will have no negative impact on the historic resources of the City and further finds that the

proposal will have a positive impact on the historical nature of Downtown St. Charles.

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to

recommend to the Plan Commission and City Council approval of the application for PUD

Preliminary Plan for First Street Lot 6 and Streetscape with the following conditions; brick paver

walkway is continued for the whole sidewalk, pedestrian scale sidewalk lighting as on the east side

of First Street is used, and recommendation for continuity the lighting in the parking lot to be

similar in the Whole Foods lot.

Roll Call Vote:

Ayes: Smunt, Malay, Pretz, Morin, Rice

Nays: None

Abstain: Dickerson, Kessler

Absent: None

Resolution No. 2-2024 Page 2	
Motion Carried.	
<b>PASSED</b> , this 20 <sup>th</sup> day of March, 2024.	
	Chairman

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**

Project Number:

Cityview Project Number:

Project Number:

PR
PLPUD 2024 00013

**Received Date** 

RECEIVED

MAR 1 5 2024

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: First Street Redevelopment Phase 1 lot 6 (Municpa	l Parking Lot V & X)
		Parcel Number (s): 0934128011	
		Proposed PUD Name: First Street PUD	
2.	Applicant Information:	Name: City of St. Charles	Phone: 630-377-4443
		Address 2 E Main St.	Email: cd@stcharlesil.gov
3.	Record Owner Information:	Name: City of St. Charles	Phone: 630-377-4443
		Address: 2 E Main St	Email: cd@stcharlesil.gov

4.	<u>Identif</u>	y the Type of App	olication:				
	Ne	w proposed Planne	d Unit Developmer	nt (PUD) – Special (	Use Application to	be filed concurrently	
	New proposed Planned Unit Development (PUD) – Special Use Application to be filed concurrently  Existing Planned Unit Development (PUD)						
		_ ~			ial Use Application	to be filed concurren	tlv
			ent required for pro	posca piani opeo	rai escrippiisation	to be juda containen	,
	Subdivis						
	Pro	posed lot has alrea	ndy been platted an	d a new subdivisi	on is not required.		
	Ne	w subdivision of pr	operty is required:				
		Final Plat of Su	ubdivision Application	on filed concurrent	ly		
		Final Plat of Su	ubdivision Application	on to be filed later			
_	Dannis	ad Attachmanta.					
Э.		ed Attachments:	vision annlications v	vill he suhmitted co	oncurrently do not	t submit duplicate che	cklist items
	-		for each application		oncurrently, do not	. Submit aupmente ent	enist reems
			uired item, unless o				
	APPLIC	ATION FEE: \$500					
	JAFFEIC	ATIONTEE. \$500					
	REIMB	URSEMENT OF FEE	S AGREEMENT: An	original, executed	Reimbursement of	f Fees Agreement and	l deposit of
	funds i	n escrow with the C	City, as provided by	Appendix B of the	Zoning Ordinance.		
1	DEIMAR	LIDSEMENT OF FEE	CINITIAL DEDOCIT	Donosit of funds i	n accrow with the	City. Required deposi	t is based on
-			pplications filed) ar			city. Nequired deposi	t is based on
	Teview	Number of				25.4	
		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 po	licy report: or			
_	]		b) A deed and a cur				
						t to the use of land ever	
		_				that you perform a title red restrictions. As those	
		•				recommended that you	
	an atto	rney to obtain an opi	nion with respect to w	hether your intende	d use is compatible v	vith those restrictions.	
	OWNE	BSHID DISCLOSLIBE	· Use the annronria	ate disclosure form	(attached) if the	owner or applicant is	а
		rship, Corporation,		ate disclosure form	r (attached), ir the	owner or applicant is	4
	_	,					
						al letter of authorizat	
			g the applicant to fi	le the zoning appli	cation with the Cit	y of St. Charles for the	e subject
	proper	ty.					
1	IFGAL	DESCRIPTION: For	entire subject prop	erty, on 8 1/2 x 11	inch paper and M	icrosoft Word file.	
	7			,	bales, attack		
V						sting improvements	on the
	prope	rty, prepared by a re	egistered Illinois Pro	fessional Land Sur	veyor.		

	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: <a href="http://www.kanedupageswcd.org/">http://www.kanedupageswcd.org/</a>
	<b>ENDANGERED SPECIES REPORT:</b> 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: <a href="https://dnr2.illinois.gov/EcoPublic/">https://dnr2.illinois.gov/EcoPublic/</a>
~	<b>STORMWATER MANAGEMENT:</b> Written information as described in the Stormwater Management Requirements for Preliminary Plans (attached).
	<b>PUBLIC BENEFITS, DEPARTURES FROM CODE:</b> 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.
	<ul> <li>CONSTRUCTION SCHEDULE: Indicate the following:</li> <li>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.</li> <li>Approximate dates for beginning and completion of each phase.</li> </ul>
	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.
	<b>INCLUSIONARY HOUSING WORKSHEET:</b> 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.
De pla to	ANS: All required plans shall be drawn on sheets no larger than 24" x 36", unless the Director of Community evelopment permits a larger size when necessary to show a more comprehensive view of the project. All required ans shall show north arrow and scale, and shall be drawn at the same scale (except that a different scale may be used show details or specific features). All plans shall include the name of the project, developer or owner of site, person 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

Location, size, shape, height, and use of existing and proposed structures

3.

4.

Streets on and adjacent to the tract: Name and right-of-way width, center line elevation, and culverts

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

<b>ARCHITECTURAL PLANS:</b> 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.
<b>TREE PRESERVATION PLAN:</b> 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.				
Record Owner	 Date			

Applicant or Authorized Agent

Date

3/15/24

FINAL CIVIL ENGINEERING PLANS FOR:

# BLUE GOOSE / WHOLE FOODS MARKET REDEVELOPMENT

300 S 2ND ST, ST. CHARLES, IL 60174

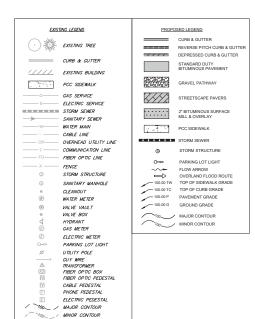
#### **Sheet List Table** Sheet Number Sheet Title C0.0 SITE LOCATION MAP & CIVIL LEGEND C0 1 GENERAL NOTES AND SPECIFICATIONS C1.0 **EXISTING CONDITIONS & DEMOLITION PLAN** C2.0 SITE LAYOUT PLAN C3.0 GRADING PLAN SOIL EROSION & SEDIMENT CONTROL PLAN C4.0 C4.1 SOIL EROSION & SEDIMENT CONTROL DETAILS C5.0 UTILITY PLAN C6.0 CONSTRUCTION DETAILS

CONSTRUCTION DETAILS

# **LOCATION MAP**



SECTION 15, TOWNSHIP 34N, RANGE 8W











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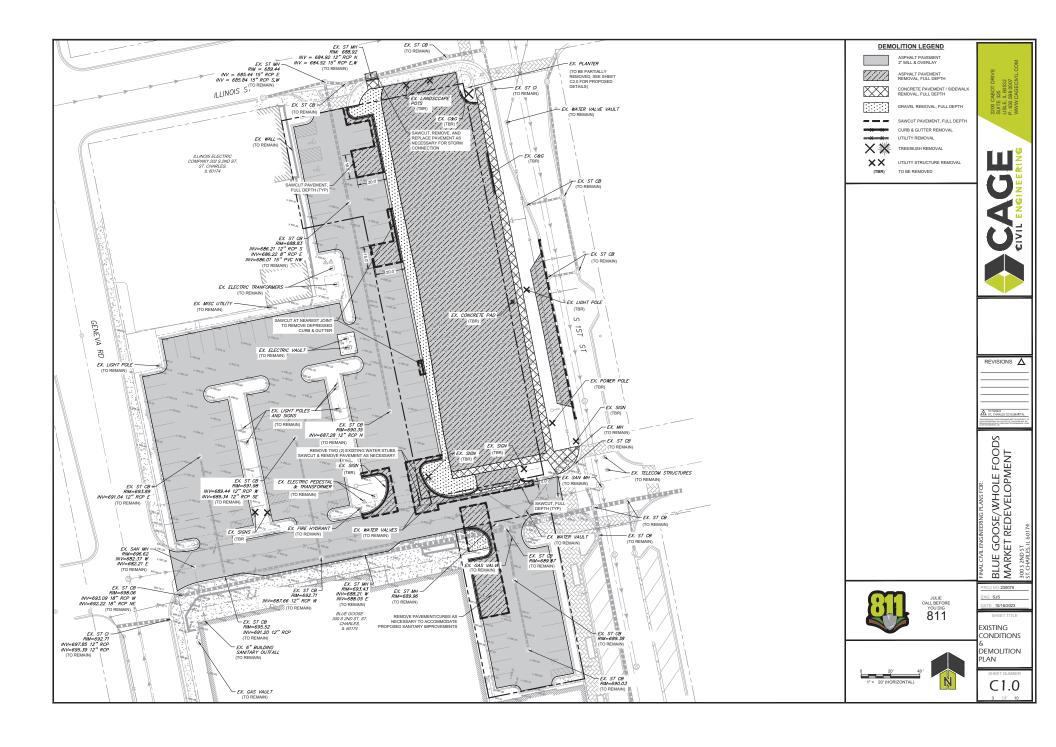
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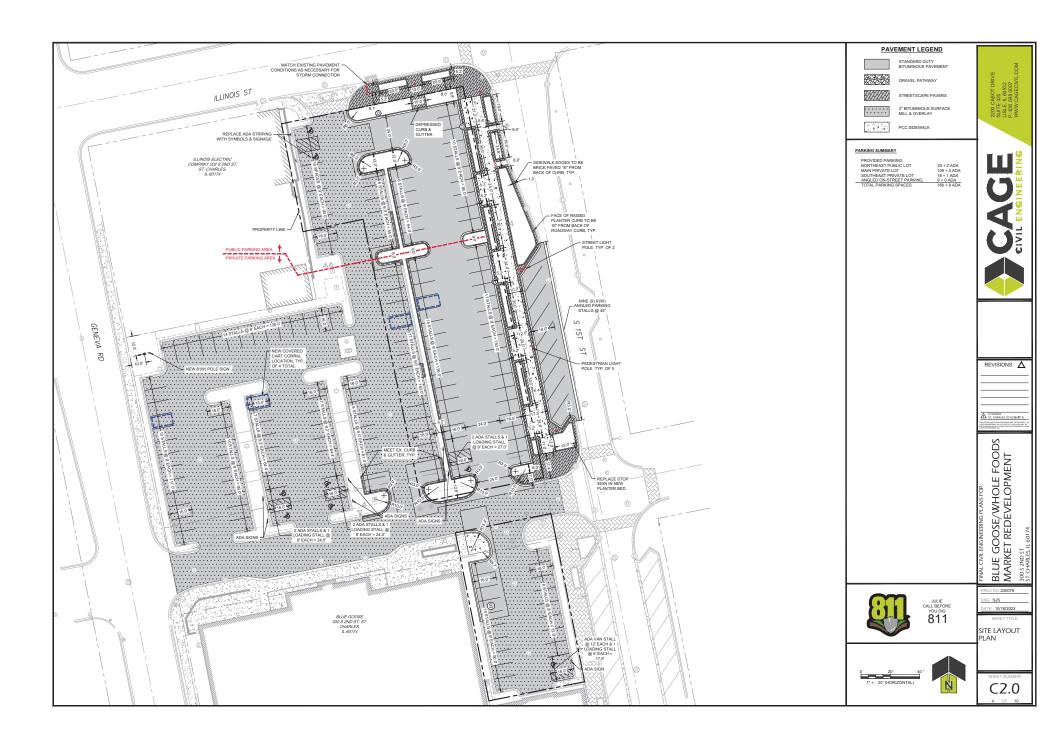
FINAL DVI, ENGNELBING PLANS FOR:
BLUE GOOSE/WHOLE FOODS
MARKET REDEVELOPMENT
3005 2ND ST

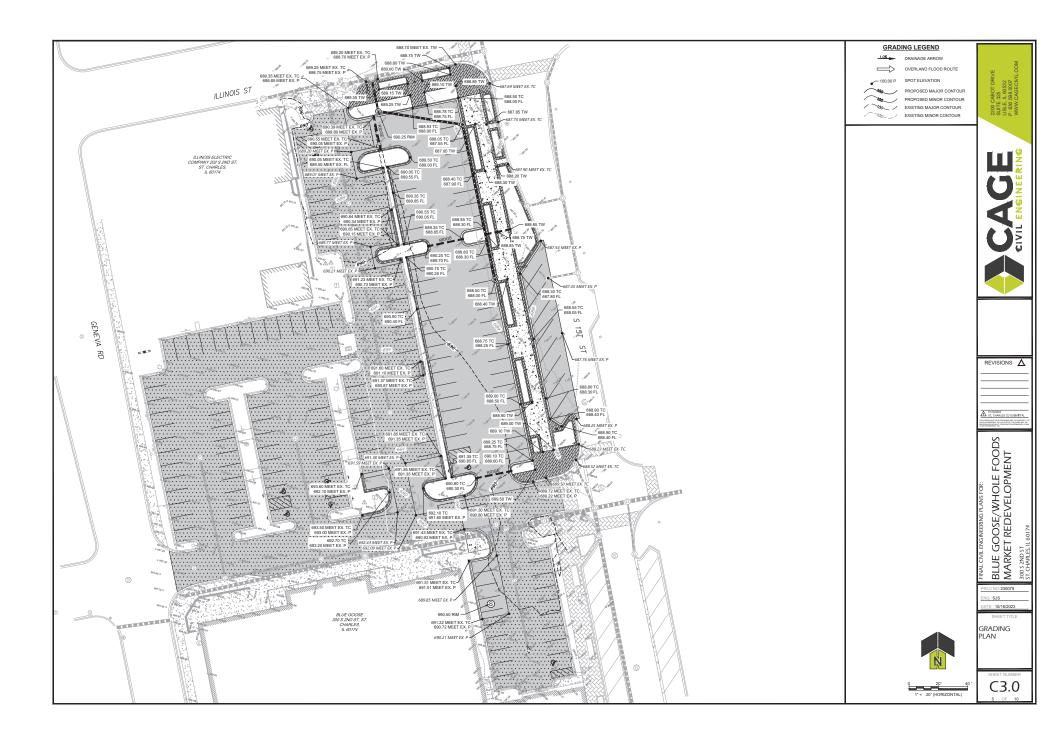
PROJ NO: 230079
ENG: SJS
DATE: 10/16/2023
SHEET TITLE

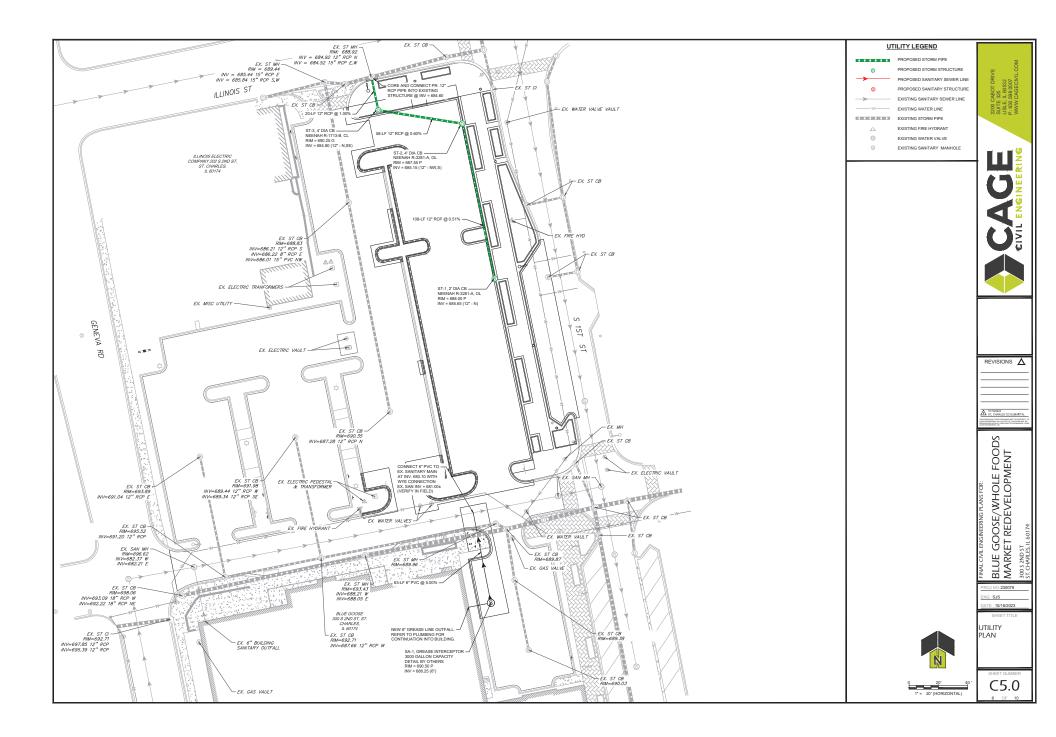
SITE LOCATION MAP & CIVIL LEGEND

CO.0









#### EXISTING VEGETATION DESCRIPTION

THE PROJECT SITE CONSISTS OF A REDEVELOPED GROCERY STORE AND TWO PARKING LOTS NUMEROUS MATURE TREES EXIST IN THE WEST PARKING LOT. ALL TREES ON-SITE TO BE PRESERVED AND PROTECTED. NO TREES WILL BE REMOVED AS PART OF THIS CONTRACT.

#### TREE PROTECTION & REMOVAL NOTES

- 1. CONTRACTOR SHALL OBTAIN ALL NECESSARY STATE AND LOCAL PERMITS AND PERMISSIONS TO PRUNE, REMOVE, AND/OR TRANSPLANT ANY TREES ON SITE.
- DEAD AND DYING MATERIAL ON THE SITE SHALL BE REMOVED OR PRUNED. MATERIALS NOT LABELED ON THE PROTECTION PLAN SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR REMEDIATION.
- 3. DURING CONSTRUCTION EXISTING TREES OVER FOUR INCHES IN CALIPER SHALL BE PROTECTED WITH BARRIER FENCING
- 4 BARRIER SHALL BE CONSTRUCTED OF A MIN 3' TALL SNOW FENCE OR SIMILAR AND SUPPORT POSTS MIN. 6" O.C. AND SHALL BE ERECTED ONE FOOT BEYOND THE DRIP LINE OFF ALL EXISTING TREES ON SITE AND ADJACENT SITES TO REMAIN.
- BARRIER FENCING SHOWN ON THE PLAN IS APPROXIMATE. CONTRACTOR SHALL ADJUST LOCATION OF BARRIER TO POSITION OUTLINED IN COMMENT 4.
- 6. NO EXCESS SOIL OR ADDITIONAL FILL, BUILDING MATERIALS OR DEBRIS SHALL BE PLACED WITHIN THE PROTECTIVE BARRIER.
- 7. NO VEHICLES OR HEAVY MACHINERY SHALL BE ALLOWED TO WORK WITHIN THE BARRIER AREA.
- 8. NO ATTACHMENTS OR WIRES, OTHER THAN PROTECTIVE GUY WIRES, SHALL BE ATTACHED TO ANY OF THE TREES WHICH ARE WITHIN PROTECTIVE BARRIER.
- 9. STUMPS OR TREE REMAINS NOT TO BE FULLY EXCAVATED SHALL BE REMOVEED. A STUMP GRINDER SHALL BE USED TO REMOVE ALL REMAINING ROOTS AND WOODY MATERIAL WITHIN A 24" RADIUS OF THE TREE TRUNK TO MIN 6" BELOW GRADE. DISTURBED AREA SHALL BE BACKFILLED WITH COMPACTED TOPSOIL TO MEET SURROUNDING GRADES.

SURVEY OF EXISTING TREES BEST 5					
TREE #	SIZE	SCIENTIFIC NAME	COMMON NAME	CONDITION	COMMENTS
101	6"	Celtis occidentalis	Common Hackberry	5	Preserve
102	6"	Celtis occidentalis	Common Hackberry	5	Preserve
103	7*	Celtis occidentalis	Common Hackberry	5	Preserve
104	6"	Celtis occidentalis	Common Hackberry	5	Preserve
105	6"	Celtis occidentalis	Common Hackberry	5	Preserve
106	7*	Celtis occidentalis	Common Hackberry	5	Preserve
107	7*	Acer x freemanii	Freeman Maple	4	Preserve
108	8"	Gleditsia triacanthos v.	Thornless Honeylocust	5	Preserve
109	7*	Gleditsia triacanthos v.	Thornless Honeylocust	5	Preserve
110	7*	Gleditsia triacanthos v.	Thornless Honeylocust	5	Preserve
111	6"	Gleditsia triacanthos v.	Thornless Honeylocust	5	Preserve
112	5*	Gleditsia triacanthos v.	Thornless Honeylocust	5	Preserve
113	6"	Gleditsia triacanthos v.	Thornless Honeylocust	5	Preserve
114	5*	Gleditsia triacanthos v.	Thornless Honeylocust	4	Preserve
115	7*	Gleditsia triacanthos v.	Thornless Honeylocust	5	Preserve
116	7*	Gleditsia triacanthos v.	Thornless Honeylocust	4	Preserve
117	7*	Gleditsia triacanthos v.	Thornless Honeylocust	5	Preserve
118	7*	Acer x freemanii	Freeman Maple	4	Preserve
119	7*	Acer x freemanii	Freeman Maple	4	Preserve
. 120	8"	Acer x freemanii	Freeman Maple	5	Preserve
121	8"	Acer x freemanii	Freeman Maple	5	Preserve
122	7*	Acer x freemanii	Freeman Maple	4	Preserve
123	7*	Acer x freemanii	Freeman Maple	5	Preserve
124	7*	Acer x freemanii	Freeman Maple	4	Preserve
125	7*	Acer x freemanii	Freeman Maple	5	Preserve
126	7*	Acer x freemanii	Freeman Maple	5	Preserve
127	8"	Tilia americana	American Linden	4	Preserve
128	7*	Tilia americana	American Linden	4	Preserve
129	7*	Acer rubrum	Red Maple	5	Preserve
130	7*	Acer rubrum	Red Maple	5	Preserve
131	7*	Acer rubrum	Red Maple	5	Preserve
TOTAL TREES REMOVED = 0 = 0 TOTAL CAL, INCHES REMOVED					

# TREE PROTECTION & REMOVAL LEGEND



EXISTING TREE TO REMAIN



EXISTING TREE TO BE REMOVED

EXISTING UNDERSTORY TO BE REMOVED

BARRIER FENCING TO BE INSTALLED



Workshop.uc Chicago, IL 60647 ph. 773.697.4388 www.LGWLA.com



PROJECT TEAM

CIVIL ENGINEER:



PROJECT NAME

BLUE GOOSE REDEVELOPMENT

300 S 2ND ST, ST. CHARLES, IL 60174

DRAWING ISSUED NO. TITLE DATE Issued for Permit Revised per City

02/16/2024

SET TYPE LANDSCAPE PLANS

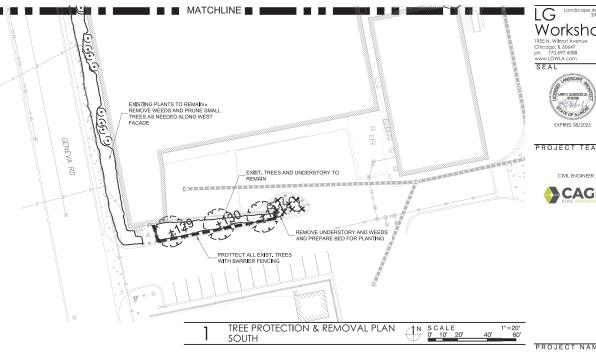
PROJECT NUMBER 2308043

DATE 08-30-2023 DRAWN BY: | APPROVED BY: SHEET TITLE

TREE PROTECTION & REMOVAL PLAN - NORTH

SHEET NUMBER





LG Landscape Architecture Site Planning Illustration Workshop.uc 1955 N, Wilmot Aver Chicago, IL 60647 ph. 773.697.4388 www.LGWLA.com



PROJECT TEAM



PROJECT NAME

TREE PROTECTION & REMOVAL LEGEND



EXISTING TREE TO REMAIN

EXISTING TREE TO BE REMOVED

EXISTING UNDERSTORY TO BE REMOVED

BARRIER FENCING TO BE INSTALLED

300 S 2ND ST, ST. CHARLES, IL 60174

BLUE GOOSE REDEVELOPMENT

DRAWING ISSUED

NO. TITLE

1. Issued for Permit

2. Revised per City DATE 09/14/2023 02/16/2024

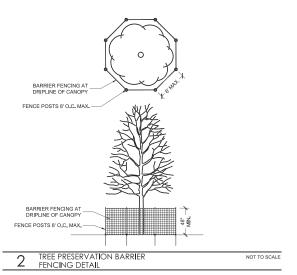
SET TYPE LANDSCAPE PLANS

PROJECT NUMBER 2308043

DATE 08-30-2023 DRAWN BY: APPROVED BY:

SHEET TITLE TREE PROTECTION & REMOVAL PLAN - SOUTH

SHEET NUMBER



SYM	SIZE	OTY	BOTANICAL NAME	COMMON NAME	COMMENT
	UOUS SHA			COMMONTORINE	TOOMINE
GDE	2.5" cal.	4	Gymnocladus dioicus 'Espresso'	Espresso Kentucky Coffeetree	B&B
LSM	2.5" cal.	3	Liquidambar styraciflua 'Moraine'	Moraine American Sweetgum	B&B
TCG	2.5" cal	2	Tilia cordata 'Greenspire'	Greenspire Littleleaf Linden	B&B
ULA	2.5" cal.	2	Ulmus davidiana var. japonica 'Morton'	Accolade Elm	B&B
			Olinus davidiana var. japonica monon	Accolade Elli	Dab
	MENTAL TE I 8' multi	REES 1	Amelanchier x grandiflora.	Shadblow Serviceberry	B&B
			Ameianchier x grandillora.	Snadblow Serviceberry	Вав
	UOUS SHE				
AAB	30" ht.	18	Aronia arbutifolia 'Brilliantissima'	Brilliant Red Chokeberry	B&B
AMA	24" ht.	19	Aronia melanocarpa 'Elata'	Elata Chokeberry	B&B
CAE	30" ht.	3	Cornus alba 'Elegantissima'	Variegated Dogwood	B&B
FOS	30" ht.	12	Forsytha x intermedia 'Sunrise'	Sunrise Forsytha	B&B
FVB	18" w.	6	Forsythia viridissima 'bronxensis'	Bronx Greenstem Forsythia	B&B
HYA	24" ht.	4	Hydrangea arbor, 'Haas Hajo'	Haas Halo Hydrangea	B&B
POB	30" ht.	- 5	Physocarpus opulifolius 'Monlo'	Diabolo Ninebark	B&B
SBF	24" ht.	11	Spiraea bumalda Froebelii	Froebel Burnald Spirea	B&B
SYM	24" ht.	22	Syringa patula 'Miss Kim'	Miss Kim Korean Lilac	B&B
VTC	30" ht.	26	Viburnum trilobum 'Alfredo'	Alfredo American Cranberrybush	B&B
	SREEN SHE			, , , , , , , , , , , , , , , , , , , ,	,
JUB	24" w.	6	Juniperus sabinia' Broadmoor'	Broadmoor Juniper	B&B
JCS	24" ht.	4	Juniperus chinensis 'Sea Green'	Sea Green Juniper	B&B
TMT	24" w.	21	Taxus media 'Tautonii'	Taunton Intermediate Yew	B&B
		_			1
	MENTAL GI				
CMO	#1 gal,	7	Carex muskingumensis' Oehme'	Oehme Variegated Palm Sedge	
ELH	#1 gal.	5	Elymus hystrix	Bottlebrush Grass	
MGB	#1 gal.	6	Miscanthus sinensis' Gold Bar'	Gold Bar Dwarf Porcupine Grass	
PAV	#1 gal.	10	Panicum virgatum 'Shenandoah'	Shenandoah Red Switch Grass	
GROU	NDCOVER	/ PERI	ENNIALS		
ACH	#1 cont.		Achillea Millefolium 'Paprika'	Paprika Yarrow	18" O.C.
ALS	#1 cont.	100	Allium 'summer beauty'	Summer Beauty Wild Onion	18" O.C.
AST	#1 cont.	10	Aster Woods Purple	Woods Purple Aster	12" O.C.
CAM	#1 cont.	5	Campanula carpatica Pearl Deep Blue	Pearl Deep Blue Carpathian Harebell	15" O.C.
CVM	#1 cont.	28	Coreopsis verticillata 'Moonbeam'	Moonbeam Coreopsis	18" O.C.
ECB	#1 cont.	36	Echinacea x. 'Balsomblanc'	Sombrero Blanco Coneflower	18" O.C.
ECP	#1 cont.	17	Echinacea purpurea 'Magnus'	Magnus Purple Coneflower	24" O.C.
EPM	#1 cont.	14	Echinacea purpurea' Pixie Meadowbrite'	Pixie Meadowbrite Coneflower	18" O.C.
EFC	4" pot		Euyonumus fortunei 'Coloratus'	Purpleleaf Wintercreeper	9" O.C.
GHP	#1 cont.		Geranium sang, ' Hampshire Purple'	Hampshire Purple' Geranium	12" O.C.
HSC	#1 cont.		Hemerocalis' Strawbery Candy'	Strawberry Candy Daylily	15" O.C.
HGS	#1 cont		Heuchera' Green Spice'	Green Spice Coral Bells	15" O.C.
LAV	#1 cont.		Lavendula 'Munstead strain'	Munstead English Lavender	24" O.C.
LEU	#1 cont.		Leucanthemum x 'Whoops-a-Daisy'	Whoops-a-Daisy Shasta Daisy	18" O.C.
NFW	#1 cont.		Nepeta fasseni 'Walker's low'	Walkers Low Catmint	24" O.C.
PHD	#1 cont.		Phlox divaricata	Blue Phlox	15" O.C.
RVS	#1 cont.		Rudbeckia speciosa' Viette' s Little Suzy'	Viette's Little Suzy Black Eved Susan	18" O.C.
SED	#1 cont.		Sedum x 'Autumn joy'	Autumn Joy Sedum	18" O.C.
SES	#1 cont.		Sesleria autumnalis	Autumn Moor Grass	15" O.C.
SOL	#1 cont.		Solidago sphacelata 'Golden Fleece'	Golden Fleece Goldenrod	18" O.C.
SOD	sq. yd.		Solidago spriacelata Golden Fleece Sodded Lawn	Colden Fleece Goldeniou	10 0.0.
		_			
			VITH PERENNIALS		
CAL	bulb		Camassia leichtlinii	Wild Hyacinth	
				Spellbinder Daffodil	
NAS APS	bulb		Narcissus' Spell binder' Allium Purple Sensation'	Purple Sensation Allium	

● PROPOSED MEDIUM SHRUB

PROPOSED LOW SHRUB

SODDED LAWN

PROPOSED BULBS

PROPOSED EVERGREEN SHRUB

₱ PROPOSED ORNAMENTAL GRASS

PROPOSED PERENNIAL PLANTING

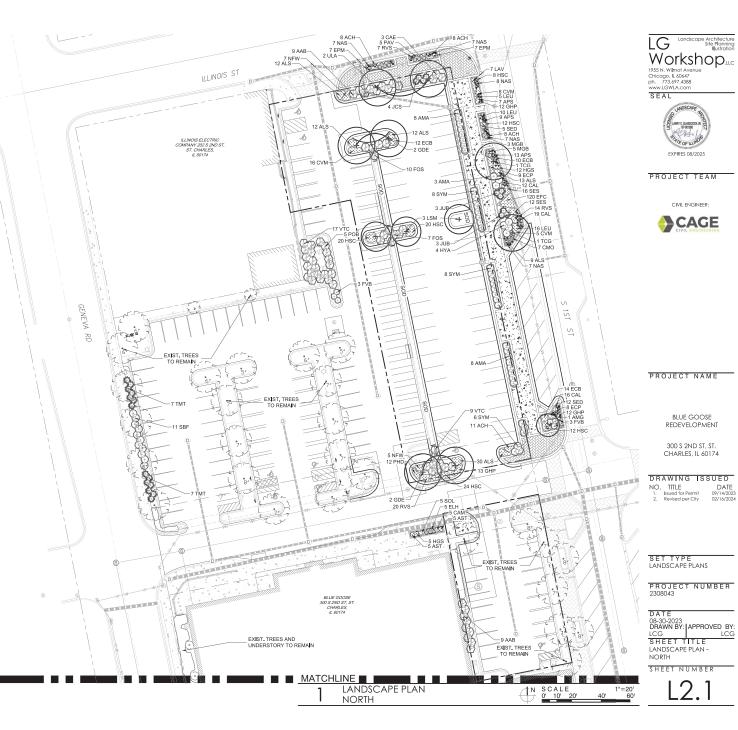
LANDSCAPE LEGEND

EXISTING TREE

PROPOSED SHADE TREE

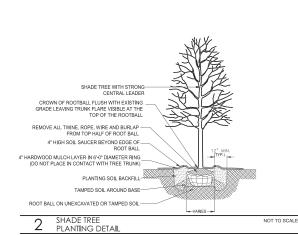
PROPOSED ORNAMENTAL TREE

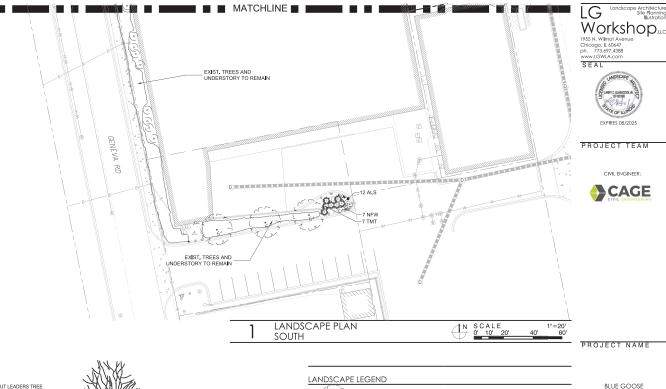
PROPOSED LARGE SHRUB

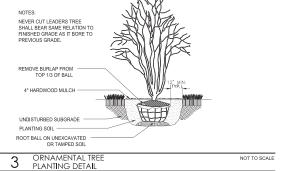


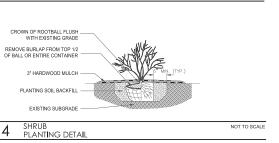
#### LANDSCAPE NOTES

- CONTRACTOR SHALL OBTAIN ALL NECESSARY LOCAL PERMITS AND PERMISSIONS TO INSTALL THE PROPOSED IMPROVEMENTS
- ALL LANDSCAPE MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE VILLAGE OF ST. CHARLES LANDSCAPING CODES AND ZONING ORDINANCES.
- PRIOR TO COMMENCING ANY WORK, CONTRACTOR SHALL HAVE DIGGERS HOTLINE LOCATE AND MARK ALL UNDERGROUND UTILITY FACILITIES AND LINES.
- 4. ALL PLANT MATERIALS (EXCEPT FOR GROUNDCOVER, ANNUALS, AND PERENNALS) SHALL BE BALLED AND BURLAPPED STOCK AND MEET CURRENT STANDARDS OF THE AMERICAN ASSOCIATION OF NURSERYMEN'S STANDARD FOR NURSERY STOCK (ANSI 260.1-1986) OR EQUAL, PLANT MATERIALS MUST BE SUPPLIED WITHIN A 156 MILE RADIUS OF PROJECT SITE. CONTRACTOR MAY SUBSTITUTE CONTAINER STOCK FOR SHRUBS IF SIZES ARE EQUAL TO SPECIFIED B&B STOCK, WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT.
- IF SPECIFIED PLANTS ARE NOT AVAILABLE AT THE TIME OF ORDERING, PLANTS WITH SIMILAR WHOLESALE VALUE AND LANDSCAPE CHARACTERISTICS MAY BE SUBSTITUTED UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT AND VILLAGE STAFE.
- 6. SOIL IN GROUNDCOVER BEDS SHALL BE AMENDED USING 2 INCHES OF MUSHROOM COMPOST INCORPORATED INTO THE TOP 4 INCHES OF SOIL.
- DISTURBED AREAS TO RECEIVE SOD SHALL BE TILLED TO 6" DEPTH AND FINE GRADED TO PROVIDE SMOOTH BASE SUFFACE. IF EXISTING SOIL IS A MAJORITY OF CLAY OR UNSUITABLE, 2" OF FINE GRADED TOPSOIL SHALL BE ADDED PRIOT OT ILLING. EXISTING SOO AREAS SHALL HAVE TURF REMOVED WITH AUTOMATED SODCUTTER OR HAND SPACE TO REMOVE ALL BILADES AND ROOTS. 1" OF FIND GRADED TOPSOIL SHALL BE TILLED AND GRADED.
- TREE AND SHRUB BACKFILL MIXTURE SHALL BE 2 PARTS EXIST. NATIVE TOPSOIL AND 1 PART SPHAGNUM PEAT MOSS W/ DECOMPOSED MANURE.
- 9. ALL SHRUB BEDS AND INDIVIDUAL TREE PLANTINGS, UNLESS OTHERWISE NOTED, SHALL RECEIVE A A INCH LAYER OF SHREDDED HARDWOOD MILCH. ALL GROUNDCOVER, ANNIAL AND PERENNAL BEDS SHALL RECEIVE A 2 INCH LAYER OF THE SAME MULCH MATERIAL COSTS FOR MULCH SHALL BE CONSIDERED INCIDENTAL AND SHALL BE INCLUEDE IN THE COST OF PLANTINGS.
- NURSERY TAGS (SPECIES, SIZE) FOR ALL SHADE TREES SHALL REMAIN ATTACHED TO TREES UNTIL FINAL APPROVAL FROM MUNICIPALITY.
- 11. THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER A BONDED WRITTEN ONE-YEAR WARRANTY AGREEMENT (BEGINNING ON THE OWNER'S POSSESSION DATE). THIS AGREEMENT SHALL COVER MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL DEAD OR DAMAGED LANDSCAPING TO PRESERVE THE SAME QUANTITY AND QUALITY AS INITIALLY APPROVED.
- 12. TREES AND SHEUBS SHALL NOT BE LOCATED CLOSER THAN TEN (10) FEET TO FIRE HYDRANTS. TRANSFORMERS OR OTHER ABOVE GROUND UTILITIES. ANY DISCREPANCY ON THE PLAN RELATED TO THESE PROXIMATE UTILITIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR RESOLUTION.











PLAN

DIMENSION OF ON-CENTER

PLANT SPACING IS INDICATED ON

NOT TO SCALE

VARIES

SECTION

2" HARDWOOD MULCH

PERENNIAL / ANNUAL

PLANTING DETAIL

FINISHED GRADE

ADEQUATE DRAINAGE

EXISTING SUBGRADE -

PLANTING BED RAISED FOR



REDEVELOPMENT

300 S 2ND ST, ST.

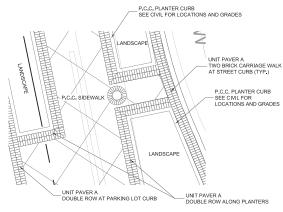


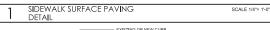
SET TYPE

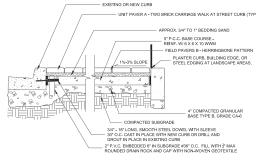
LANDSCAPE PLANS



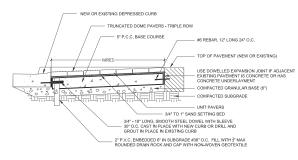
L2.2





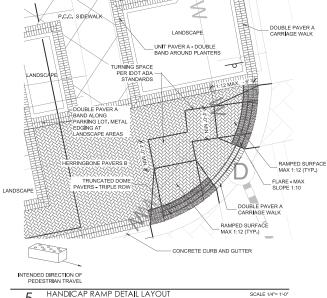


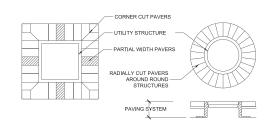
PAVER SIDEWALK SECTION SCALE: N.T.S.



TYPICAL CUT IN BANDING 0-90° CORNER DETAIL TYPICAL RADIAL CUT A FEQ. EQ. X X EQ. ALIGN WITH RADIUS POINT, CUT BOTH SIDES CUT PAVERS SHALL BE 90° CORNER DETAIL NO LESS THAN 1/2 PAVER WIDTH, BUTT CUT EDGES TOGETHER OF PAVER EQUALLY.

TYPICAL PAVER CUTS SCALE:NTS





PAVER BORDER AROUND STRUCTURE SCALE: NTS

PROJECT TEAM

CIVIL ENGINEER

EXPIRES 08/2025

Workshop...

Chicago, IL 60647 ph. 773.697.4388 www.LGWLA.com



#### STREETSCAPE / PAVER NOTES

- CONTRACTOR SHALL REVIEW EXISTING ADJACENT STREETSCAPE AND VERIFY AND REPLICATE COLORS, PAVER DETAILS, BANDING DETAILS AND INSTALLATION.
- ALL SLOPES SHALL BE GRADED TO AVOID LOW SPOTS AND PONDING. ANY DISCREPANCIES IN GRADING SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND CIVIL ENGINEER.
- 3. PAVER QUANTITIES ALL QUANTITIES ARE ESTIMATED AS RAW SQ. FT. FROM THE DRAWINGS WITHOUT CUTS AND WASTE. INSTALLER SHALL VERIFY ALL QUANTITIES AND OVERAGES NECESSARY. ALL PAVERS SUPPLIED BY PINEHALL BRICK, WINSTON SALEM, NO.

- 1.775 SF -BANDING - OLD TAVERN PAVER B - 1,380 SF - FIELD HERRINGBONE - OLD TAVERN
TRUNCATED DOME PAVERS - 94 SF - MATCH EXISTING

4. CONSULT CIVIL DRAWINGS FOR ALL GRADES AND CROSSWALK LOCATIONS.

- THE PAVERS WILL BE FREE FROM EXCESSIVE CHIPS, CRACKS, VOIDS, DISCOLORATION OR OTHER DEFECTS THAT MIGHT BE VISIBLE OR CAUSE STAINING IN FINISHED WORK.
- 6. THE PAVERS WILL BE MIXED FROM SEVERAL PALLETS OR CUBES, AS THEY ARE PLACED, TO PRODUCE UNIFORM BLEND OF COLORS AND TEXTURES.
- THE BRICK PAVERS WILL BE CUT WITH MOTOR-DRIVEN MASONRY SAW EQUIPMENT TO PROVIDE CLEAN, SHARP, UN-CHIPPED EDGES, CUT UNITS TO PROVIDE PATTERN INDICATED AND TO FIT ADJOINING WORK NEATLY. USE FULL UNITS WITHOUT CUTTING WHERE POSSIBLE.
- 8. HAMMER CUTTING IS NOT ACCEPTABLE
- 9. THE BRICK IS PROPOSED TO BE PLACED ON SAND SETTING BED WITH JOINT FILLER SAND.
- 10. JOINT FILLER SAND: ACCEPTABLE POLYMERIC JOINT FILLER SAND SHALL BE MANUFACTURED BY THE FOLLOWING OR APPROVED EQUAL. THE COLOR SHALL MATCH WHAT WAS INSTALLED IN THE PREVIOUS STREETSCAPE PHASES.
- SILPRO SILPRO PAVER SAND POLYMERIC JOINT SAND, AYER, MA, 01432-1514 THE QUIKRETE COMPANIES ATLANTA, GEORGIA 30305 SAKRETE OF NORTH AMERICA CHARLOTTE, NORTH CAROLINA

BLUE GOOSE REDEVELOPMENT

PROJECT NAME

300 S 2ND ST, ST. CHARLES, IL 60174

DRAWING ISSUED

02/16/2024

NO. TITLE

1. Issued for Permit DATE Revised per City

SET TYPE LANDSCAPE PLANS

PROJECT NUMBER 2308043

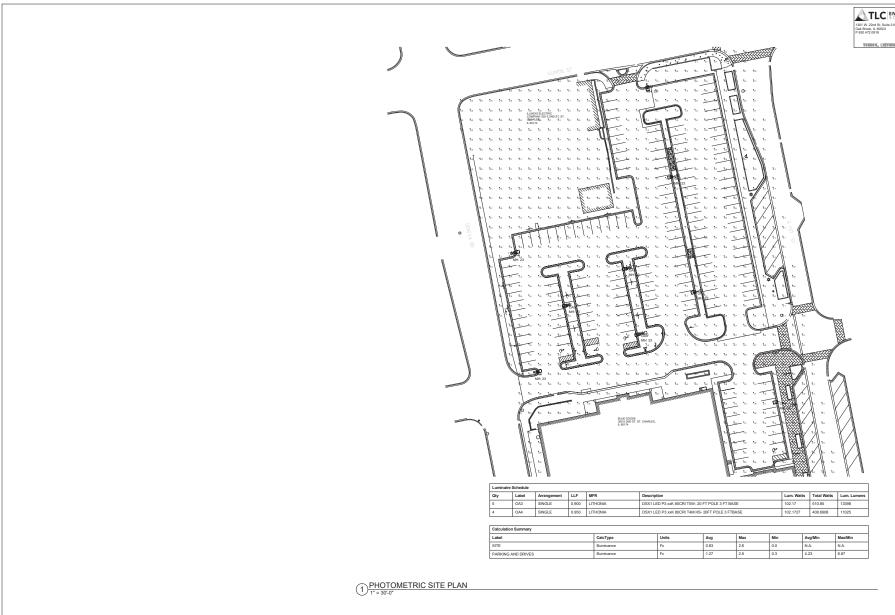
DATE 08-30-2023 DRAWN BY: | APPROVED BY:

STREETSCAPE DETAILS & NOTES

SHEET NUMBER

HANDICAP RAMP SECTION

SCALE 1/4"= 1'-0"



TLC ENGINEERIN
1301 W. 22nd St, Suite 210
Oak Brook, IL 60523
P 630.472.0918
8246-526waw.td-enginess.co ak Brook, IL 60523 630.472.0918 6246.526: www.tic-enginees.cor TLC No: 12244 THIRN IC, LETTION, CRILACTI,



REVISIONS A

BLUE GOOSE
REDEVELOPMENT
3005 SZND ST
ST. CHARLES, IL 60174

PROJ NO:230079 ENG: RCS/MJB

PHOTOMETRIC SITE PLAN

SHEET NUMBER E1.1



AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: *4g	
Title:	Historic Preservation Commission approve Historic Landmark Desig "Hulburd- Ferson House"		
Presenter:	resenter: Rachel Hitzemann		

Meeting: Planning & Development Committee Date: April 8, 2024

Proposed Cost: N/A Budgeted Amount: N/A Not Budgeted:

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

Claire and Dean Bemis have requested a name change for their landmarked property after additional research regarding the home has been discovered. Originally locally landmarked as the "Ferson-Bulter-Satterlee" home in 2010, the home was later put on the National Register with the name "Joel H. Hulburd House". This change will allow the national and local name to reflect each other.

In accordance with the Zoning Ordinance, the Historic Preservation Commission held a public hearing on the landmark nomination on 4/4/2024. The Commission recommended approval of the nomination by a vote of 6-0, based on the criteria listed in the attached resolution.

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

# **Attachments** (please list):

Historic Commission Resolution, Landmark Nomination

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

Historic Preservation Commission recommendation to approve a Historic Landmark Designation for 304 N. 2nd Ave., "Hulburd-Ferson House".

# City of St. Charles, Illinois

# **Historic Preservation Commission Resolution No. 3-2024**

# A Resolution Recommending Approval for Landmark Designation (304 N 2<sup>nd</sup> Avenue)

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

WHEREAS, the Historic Preservation Commission has reviewed the application for designation of 838 N 5<sup>th</sup> Ave. and hereby finds that the Landmark nomination meets one or more of the criteria for Landmark Designation listed in Section 17.32.060.C of the St. Charles Zoning Ordinance based on the historical and architectural significance as described in the following findings:

1. That the property has character, interest or value which is part of the development, heritage or cultural character of the community, county or nation.

The house is one of the earliest residences to be built in St. Charles, in 1854. The house was home to George Ferson, a prominent citizen and son of one of the founding families of St. Charles. George and his five brothers were among the first settlers in the Fox River Valley. The home remained in the Ferson family from 1857 to 1963.

2. That the property is identified with a person who significantly contributed to the development of the community, county, or nation.

George Ferson was a son of one of the founding families of St. Charles. Brothers Dean and Read Ferson arrived from Vermont in 1834, marking the beginning of settlement of St. Charles. In 1839, George Ferson, then age 15, arrived in St. Charles to join his family. George Ferson was active in public service, having served two terms as Supervisor of St. Charles, a village trustee several times, held several township offices, and served on the

Resolution No. 3-2024

Page 2

Kane County Board of Supervisors. George was married to Elmira Butler, sister to Oliver M. and Julius W. Butler, two very prominent businessmen in St. Charles.

3. That the Structure embodies distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction or use of indigenous materials.

-AND-

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

The house is a fine example of Midwestern Greek Revival style, distinguished by a gable roof of a low pitch, symmetrical façade, wide band of trim under the eaves, front door surround with transom and side lights, porch with Doric style columns, attic windows in the frieze on the side, pediment over window and doors, cresting on door and window crowns, and very simple interior design. Hand-hewn floor joists are visible in the basement.

4. The property has a unique location or physical characteristics that make it a familiar visual feature.

The property is prominently situated on the corner of North Second Avenue and Chestnut Avenue, at the crest of a hill overlooking downtown and the Fox River valley in the Central Historic District. The house was built at the same time as the neighboring brick Greek Revival style house to the north, the Andrew Weisel House, which is designated as a local landmark and is on the National Register of Historic Places.

5. That the property is suitable for preservation or restoration.

Past owner and architect Glenn Craft and current owners Claire and Dean Bemis have authentically restored the house.

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council that the property know as 304 N. 2<sup>nd</sup> Avenue, as legally described in Exhibit "A", be designated as a Landmark, and that it be referred to as the "Hulburd-Ferson Home".

Roll Call Vote:

Ayes: Malay, Kessler, Dickerson, Rice, Smunt, Pretz

Nays: None Absent: Morin Abstain: None. Motion Carried.

Page 3	5	
	<b>PASSED,</b> this 3 <sup>rd</sup> day of April, 2024	

Chairman

Resolution No. 3-2024

# CITY OF ST. CHARLES

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



COMMUNITY DEVELOPMENT/PLANNING DIVISION

PHONE: (630) 377-4443 FAX: (630) 377-4062

# HISTORIC LANDMARK NOMINATION

#### Instructions:

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

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

Received Date
RECEIVED

FEB 20 2024

City of St. Charles Community Development

1. Property Information:	Parcel Number(s): 09-27-336-007	
	Property Name (Historic or common name of the p	property):
	Hulburd-Ferson House	
	Property Site Address 304 North Second Avenue	St. Charles, IL 60174
2. Record Owner:	Name Claire L. and Dean F. Bemis	Phone 630-797-5169
	Address 304 North Second Avenue	Email bemisd5@gmail.com
	St. Charles, IL 60174	
3. Applicant (if different from	Name Same	Phone

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

### Legal Description:

PARCEL ONE: LOT 5 (EXCEPT THE NORHTERLY 13 FEET) AND LOT 6 (EXCEPT THE NORHTERLY 13 FEET AND EXCEPT THE EASTERLY 28 FEET) IN BLOCK 33 OF THE ORIGINAL TOWN OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL TWO; THE EASTERLY 28 FEET OF LOT 6 (EXCEPT THE NORTHERLY 6.5 FEET) IN BLOCK 33 OF THE ORIGINAL TOWN OF ST, CHARLES, KANE COUNTY, ILLINOIS (see attachment).

Classification of Proper	rty (Check all that	apply):	
a) Ownership:  X private public-local public-state	b) <u>Category:</u> X building  district  site	X	Integrity: _original site _moved: date unaltered
d) Function or Use:			
Historic/Currentagriculturecommercialeducationalgovernment	/m /m /pa	dustrial ilitary useum rivate res	
National Folk Style			Modern Styles: circa 1900- present
Romantic Styles: circ  Greek Revival Gothic Revival Italianate Exotic Revival  Victorian Styles: circ  Second Empire Stick Queen Anne			Prairie Craftsman Modernistic Minimal Traditional Ranch Split-Level International Contemporary Shed Other 20 <sup>th</sup> Century Modern 21 <sup>st</sup> Century Modern
Shingle Richardsonian Roma Folk Victorian	nesque		Styled Houses since 1935:  Mansard Styled Ranch
Eclectic Styles: 1880 Colonial Revival	-1940		Millenium Mansion New Traditional American Vernacular
Neoclassical, Classic Tudor Revival Chateauesque Beaux Arts French Eclectic Italian Renaissance Mission Spanish Revival Monterey Pueblo Revival	al Revival		Other Architecture:

# II. Building Materials:

Please mark the appropriate boxes listing the materials that exist on the building. Possible options are provided below.

# **Inventory of Original Architectural Elements**

Item:	Original (yes only)	Material	Location if Required
Chimney	Yes	Brick	
Door(s)	Yes	Wood	
Exterior Walls	Yes	Wood Clapboard	
Foundation	Yes	Limestone	
Roof		Asphalt	
Trim	Yes	Wood	
Window (s)		6 over 6 true divided	

# **Materials List**

Adobe	Aluminum	Asbestos	Asphalt	Brick	Bronze
Canvas	Cast Iron	Ceramic	Clapboard	Cloth	Concrete
Concrete Board	Copper	Dryvit	EIFS	Engineered	Fiberglass
Glass	Granite	Iron	Lead	Limestone	Log
Marble	Metal	Nickel	Plastic	Plywood	Rubber
Sandstone	Shake	Shingle	Slate	Steel	Stone
Stucco	Synthetics	Terra Cotta	Tin	Vinyl	Weatherboard
Wood	Other:				

III.	Significance	of Property:
------	--------------	--------------

Please indicate source of documentation, if available.

a) Original Owner:

Joel Harmon Hulburd

b) Architect/ Builder:

Joel Harmon Hulburd

c) Significant Person(s):

George Ferson and Elmira (Butler) Ferson (wife—see attached)

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

1854 constructed

# 1857-Hulburd sells home to George Ferson

e) Criteria for Designation:

Please indicate which of the following criteria apply to the property and attach supporting documentation for each criteria. (check all that apply)

1. Property has character, interest, or value which is part of the development, heritage, or cultural character of the community, county, or nation.

Notes:

The Hulburd-Ferson House is situated on the highest hill in St. Charles on the main route into Pottawatomie Park (a hub of St. Charles activity).

- 2. \_\_Property is the site of a significant local, county, state, or national event. Notes:
- 3. Property is identified with a person who significantly contributed to the development of the community, county, state, or nation.

Notes:
George Ferson played a key role in the emerging government of St. Charles and Kane County (see narrative).

4. Structure embodies distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials.

Notes:

The Hulburd-Ferson house is a pure and untouched example of Greek Revival architecture in St. Charles.

5. \_\_Property is identified with the work of a master builder, designer, architect, or landscape architect whose work has influenced the development of the area, the county, the state, or the nation.

Notes:

6.	Structure embodies elements of design, detailing, materials, or craftsmanship that are of architectural significance.  Notes: The Hulburd-Ferson House has important characteristics of Greek Revival architecture such as front door glass transoms, eyebrow windows and roof
7.	returns to name just a few!Structure embodies design elements that make it structurally or architecturally innovative.  Notes:
8.	Property has a unique location or physical characteristics that make it a familiar visual feature.  Notes: This home is 3 blocks north of Main Street (prominent and accessible). The
	Hulburd-Ferson House is situated on the highest hill in St. Charles on the main
	route into Pottawatomie Park (a hub of St. Charles activity).
9.	Structure is a particularly fine or unique example of a utilitarian structure with a high level of historical or architectural significance.  Notes:
10. `	Property is suitable for preservation or restoration.  Notes:
	Properly restored and on the National Register of Historic Places.
11.\	Property is included on theIllinois and/orNational Register of Historic Places.  Notes:
12.	Property has yielded, or is likely to yield information important to prehistory, history, or other areas of archaeological significance.  Notes:

## IV. Attachments

- 1. <u>Descriptive Statement:</u> Attach a narrative statement describing the property and its historical architectural significance as indicated in Sections I, II, and III above. Describe structural changes, additions, and decorative modifications or material changes and dates of such work if known. State the reasons it should be designated as a Historic property.
- 2. <u>Plat of Survey:</u> Attach a plat of survey showing the boundaries and location of the property. This may be obtained from the County Recorder (630-232-5935) at the Government Center. You may also have one from your house closing.
- 3. <u>Photographs:</u> Attach photographs showing the important structures or features of the property and a photograph as viewed from the public way. Black and white or color prints. A minimum of one photograph of the structure as viewed from the public way is required.
- 4. Chronological list of historical owners.

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.

Applicant

Date

If Owner authorizes application to be filed for their property:

Owner

Date

# **Hulburd-Ferson House Historic Narrative**

In the same year that the first settler, Evan Shelby, came from Vermont to the shores of the Fox River in Kane County to claim property in 1834, two sets of brothers also came to what was to become St. Charles. Ira and George Minard of Rockingham, Vermont and Read and Dean Ferson from Weathersfield, Vermont, had purchased land in Chicago at the junction of Clark and Lake Streets in 1833. Success in Chicago led them soon to the Fox River. With them came the Greek Revival style of architecture still extant in the domestic building stock of St. Charles and the Fox Valley area. Greek architecture, after the Greek war for independence from Turkey in 1821, symbolized the earliest democracy in history and engaged American sympathies, making Greek design a national fashion. When Evan Shelby explored the Fox River Valley in the fall of 1833 after the end of the Black Hawk War, he selected a claim on the site from which the town of St. Charles was to be developed. He persuaded others to join him in coming to the beautiful forested valley, ripe for settlement. After making money on real estate ventures in Chicago, Ira and George Minard and Read and Dean Ferson followed Evan Shelby to settle near his newly claimed area along the Fox River in 1834. Ira Minard and Read Ferson reached an agreement with Evan Shelby to build a dam on the Fox River, improve the water power, erect a saw mill and open a trading house in exchange for eight acres of property. These new partners christened the settlement Charleston, named after a town near their hometowns in Vermont. The name was changed to St. Charles in 1839 when it was discovered that a Charleston, Illinois, already existed. The Minard and Ferson families first built settlement cabins and, later, larger family homes in St. Charles. The historic Hulburd House is a pristine example of the Greek Revival style. The structure shows up on a plat drawing of the town of St. Charles dated April 28, 1855. Joel H. Hulburd, a half owner of Hulburd-Blaisdell Lumber Company, purchased lots 5 and 6 of Block 33 from Lorenzo Ward on March 15, 1853, for \$250. In that same year, Lorenzo Ward sold lots 3 and 4, block 33, to stone mason Andrew Weisel for \$110. As Weisel built his masonry home, Hulburd built a wood frame house next door to the south. Since both homes are clearly shown on the April 1855 plat, it follows that both homes were built in the summer of 1854. In 1857, Hulburd sold the home to George and Almira Ferson for \$1000. George Ferson was a brother to earlier settlers of St Charles Read and Dean Ferson. Actually, George and his five brothers were among the first settlers in the Fox Valley. All six became business owners and farmers in the St. Charles area. George Ferson was active in public service, having served two terms as Supervisor of St. Charles, was a village trustee, held several township offices and served on the Kane County Board of Supervisors in 1873 through 1876. It is important to note that George was married to Almira Butler, sister to Oliver M. Butler and Julius W. Butler, two very prominent businessmen in St. Charles. For the next 106 years (1857 until 1963) the home remained in the Ferson-Butler-Satterlee family, according to records from Chicago Title and Trust Company. Almira Butler Ferson's brother, Oliver M. Butler, had four children, three daughters and a son. He named the son after his brother Julius. In 1876, Almira sold the home to her nephew Julius W. Butler. For the next twenty-three years (1876 to 1899) Julius and his wife Julia lived in the home. In 1899, the Butlers sold the home to Emma Ferson Satterlee, the daughter of the original Ferson family who lived in the home from 1857 until 1876. Emma and her husband, George A. Satterlee, lived in the home for four years, until 1903, when it was passed on to their son George F. Satterlee and his wife Myrtle Crawford Satterlee. For the next sixty years (1903 until 1963) the home stayed in the Satterlee family.

During the sixty years the Satterlee family owned the home, the house developed a very colorful history. The home was auctioned on the courthouse steps to pay debts accumulated by the family, where upon it was purchased by Myrtle Satterlee's brother Harry A. Crawford and sold back to Myrtle the next day. From 1940 until 1963, Myrtle and her two daughters, Lillian and Vivian, mortgaged the home eight times, sold it between them eleven times and seven trust deeds were taken on the property. In 1963, the home was purchased by Glenn E. Craft, who was born and raised in St Charles just two blocks from the home. He was a respected Chicago architect who also owned the brick Greek Revival home to the north. Mr. Craft had successfully pursued National Register of Historic Places for that home, the Weisel Home, in 1982. Over the next twenty one years both homes were carefully restored with respect to the Secretary of the Interiors Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings as overseen by the St. Charles Historic Preservation Commission. Upon Glenn Craft's death in 1984, both properties were passed to his business partner Seldon

Curry. In 1987 Mr. Curry sold the Hulburd Home to Claire and Dean Bemis, who completed the restoration. During its 156 year existence, besides its original builder, Joel Hulburd, the Hulburd-Ferson Home has been owned by only three families, the Ferson-Butler-Satterlee family, Glenn Craft and his partner Seldon Curry, and Claire and Dean Bemis.				
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# Original Narrative

Historic Landmark Nomination

Descriptive Statement

Ferson-Butler-Satterlee Home

304 North Second Avenue

St. Charles, Illinois 60174

The importance of preserving this 1850's home cannot be overestimated. From the time the home was built in 1854, it has been a well known landmark to residents of the Fox Valley. Three major attributes point to the historical value of this home: (1) it was among the earliest residences to be built in St. Charles, Illinois; (2) continuous ownership of the home by the Ferson family, one of the founding families of St. Charles, from 1857 to 1963 (106 years) and (3) the home is a near perfect example of the Greek Revival architectural style that was prominent from 1825 to 1864 (see attachment A).

As the plat of St. Charles dated April 28, 1855 (see attachment B) shows, only 3 homes were present in the six blocks north of Chestnut, between first street (now first avenue) and sixth street (now sixth avenue) which includes blocks 31 through 36. Since this plat was drawn on April 28, 1855, and all 3 parts of the house are clearly shown (block 33 lots 5 & 6), it is highly unlikely that the home was built between January 1, 1855 and April 28, 1855. Because of the harsh winters and heavy spring rains in northern Illinois, the home was most likely built during the summer of 1854.

The arrival of Dean and Reed Ferson (brothers) in the summer of 1834 (see attachment C) marked the beginning of the settlement of Charleston, Illinois (soon to be renamed St. Charles, Illinois). Migrating from Weathersfield, Vermont, the Fersons were one of several families from Vermont to settle in the Fox Valley (see attachment D). In 1839 George Ferson, then 15 years old, relocated with his family to the Fox Valley (see attachment E). In 1848, George Ferson married Elmira Butler, who also relocated to the Fox Valley from Vermont. On July 28, 1857, George and Elmira (Butler) Ferson bought the home on block 33 lots 5 & 6 from Joel H. Hubbard, who had built the home (see attachment F). The Fersons remained in the home for the next 19 years, during which George Ferson was a very active member of the Kane County Board of Supervisors (see attachment G). On December 12, 1876 the home was sold to Julius W. Butler (son of Oliver M. Butler and nephew of Elmira Butler Ferson) and his wife Julia A. Butler (see attachment H). The Butlers lived in the home for the next 23 years and on February 27, 1899 they sold the home to the daughter of George and Elmira Ferson, Emma Louisa (Ferson) Satterlee and her husband George A. Satterlee (see attachment I). Upon Emma's death (November 21, 1903), the home is passed down to her son George F. Satterlee who was married to Myrtle (Crawford) Satterlee. On August 21, 1934, George F. Satterlee dies and the house is passed to Myrtle Satterlee Pearson (she had remarried). From 1934 until 1963 home was owned by Myrtle or one of her 2 daughters (Lillian and Vivian); on September 25, 1963, the home passed out of the hands of the original Ferson family when it was purchased by Glenn E. Craft, a native to St. Charles and a well known architect (see attachment J).

From the personal files of Architect Glenn E. Craft we find a detailed architectural description of the Greek Revival style (see attachment K). The following are the stated attributes of the Greek Revival style and all can be seen on this home:

- (a) Gabled roof of a low pitch (see photo L).
- (b) Symmetrical facade (see photo M).
- (c) Wide band of trim under eves (see photo N).
- (d) Front door surround with transom and side lights (see photo O).
- (e) Porch with Doric style columns (see photo P).
- (f) Attic windows in frieze on side (see photo Q).
- (g) Pediment over windows and doors (see photo R).
- (h) Cresting on door and window crowns (see photo S).
- (i) Very simple interior design (see photo T).

Based on the age of his home (156 years old this year), the importance of the Ferson family that owned the home continuously from 1857 to 1963 (106 years), and the home's near perfect Greek Revival style, we respectfully submit our home for the designation of Historic Landmark in the city of St. Charles, Illinois.

Claire L. Bemis

Dean F. Bemis

## The Ferson-Butler-Satterlee Home

This wonderful and pristine example of the Greek revival architectural style was first shown on a plat drawn on April 28, 1855 (see attachment A). But the story of this home begins March 15, 1853 when carpenter Joel H. Hubbard (1860 census) purchases lots 5 and 6 from Lorenzo Ward for \$250.00 (Chicago Title). In the same year, Lorenzo Ward sells lots 3 and 4, block 33, to a local stone mason, Andrew Wisel for \$110.00. Working side by side, Hubbard the carpenter and Wisel the stone mason built two perfect Greek revival homes... one of brick (lots 3 & 4) and one of wood frame (lots 5 & 6). Since both homes are clearly shown on the April 1855 plat, it is logical that both homes were built in the summer of 1854. In 1857, Hubbard sells the home to George and Almira Ferson for \$1,000.00 and in 1867 Wisel sells the brick home to Mary Morgan for \$2,000.00.

George Ferson, who owned the home for the next 19 years, was a very important figure in St. Charles. George and his 5 brothers were among the first settlers in the Fox Valley. All 6 became business owners and farmers in the St. Charles area. George was active in public service, having served two terms as a Supervisor of St. Charles, a village trustee several times, held several minor township offices, and served on the Kane County Board of Supervisors in 1873, 1875, and 1876 (obituary attached and the record of proceedings for the Kane County Board of Supervisors, Kane County Clerk's office, Geneva IL.). It is important to note that George was married to Almira Butler, sister to Oliver M. Butler and Julius W. Butler, two very prominent businessmen in St. Charles. For the next 106 (1857 to 1963) years the home remained in the Ferson-Butler-Satterlee family (Chicago Title).

Almira Butler Ferson's brother, Oliver M. Butler, had 4 children... 3 daughters and one son; he named the son after his own brother, Julius W. Butler. In 1876 Almira Butler Ferson sold the home to her nephew Julius W. Butler. For the next 23 years (1876 to 1899), Julius and his wife Julia lived in the home (Chicago Title).

In 1899 the Butlers sold the home to Emma Ferson Satterlee, the daughter of the original Ferson family that lived in the home from 1857 to 1876. Emma and her husband George A. Satterlee only lived in the home 4 years (1899 to 1903) when it passed to their son George F. Satterlee and his wife Myrtle Crawford Satterlee. For the next 60 years (1903 to 1963) the home stayed in the Satterlee family (Chicago Title).

During the 60 years the Satterlee family owned the home, the house developed a very colorful history. The home was auctioned on the courthouse steps to pay debts accumulated by the family, where upon it was purchased by Myrtle's brother Harry A. Crawford and sold back to Myrtle the next day! From 1940 to 1963, Myrtle and her two daughters (Lillian and Vivian)

mortgaged the home 8 times, sold it between them 11 times, and 7 trust deeds were taken on the property.

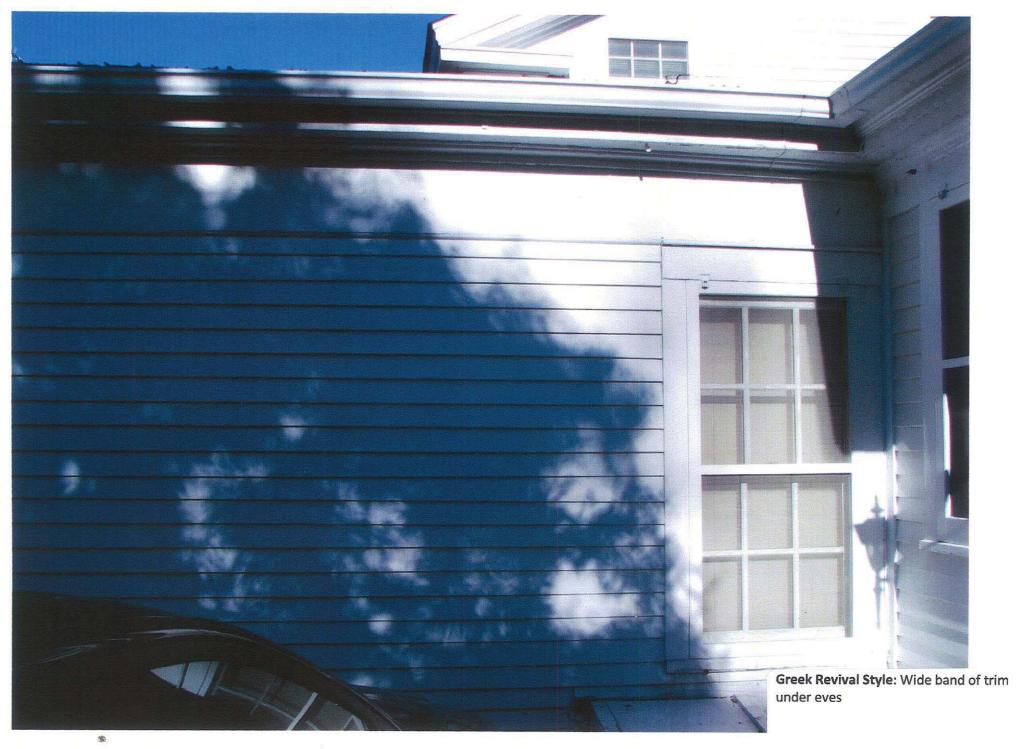
In 1963 the home was purchased by Glenn E. Craft (born and raised in St. Charles just 2 blocks from the home!), prominent Chicago Architect who also owned the brick home on lots 3 and 4. From the moment Craft owned the homes, he began a careful and authentic restoration of both homes. Over the next 21 years, both homes were restored to their original condition. Upon Craft's death in 1984, the properties were passed to his business partner Seldon Curry.

In 1987 Curry sold the home to us (Dean and Claire Bemis) and the restoration was completed. We have lived in the home continuously for 23 years. For the last 156 years, the dwelling has been home to only 3 families (Ferson-Butler-Satterlee, Craft, and Bemis).





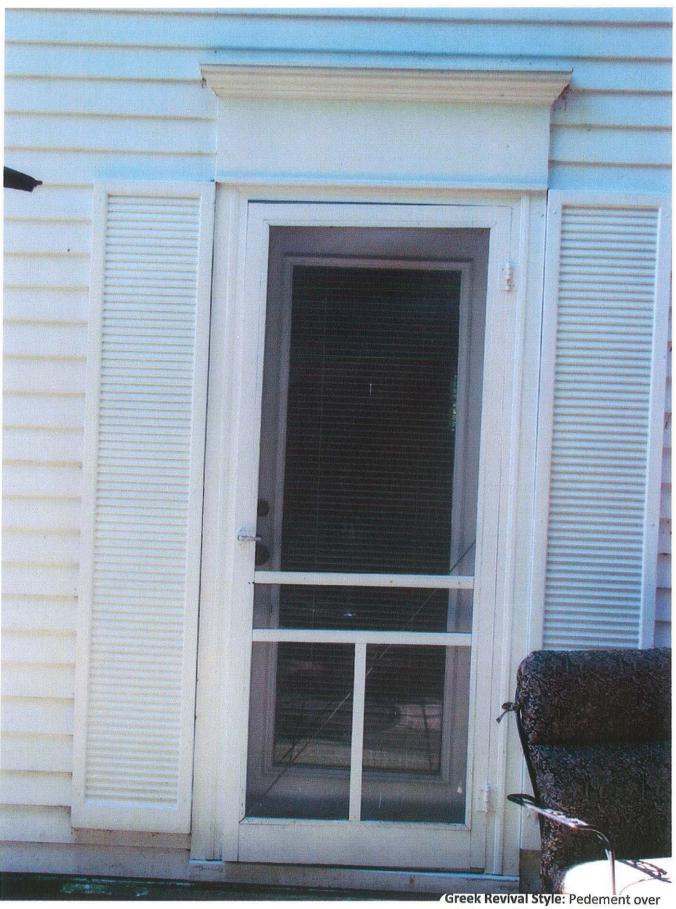










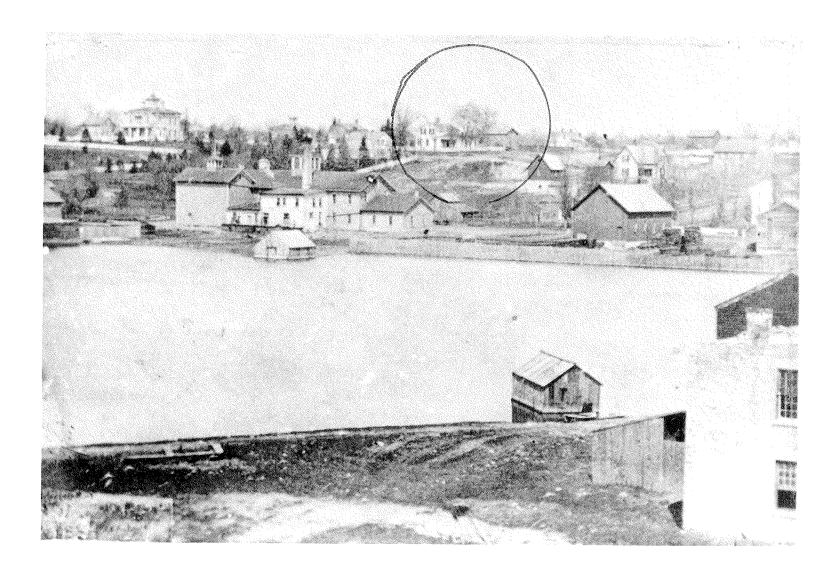


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### ARCHITECTURAL SURVEY

CENTRAL HISTORIC DISTRICT ST. CHARLES, ILLINOIS

#### ST. CHARLES HISTORIC PRESERVATION COMMISSION

### **Primary Structure**

ADDRESS 304 N 2<sup>nd</sup> Ave

1994 Photo Roll: 15, 4 Negative: 9, 22



Photo: Aug. 2003

### **ARCHITECTURAL SIGNIFICANCE**

- ♦ Significant
- □ Contributing
- □ Non-Contributing
- □ Potential for Individual National Register Designation

#### **BUILDING CONDITION**

- ♦ Excellent
- □ Good
- □ Fair
- Poor

#### ARCHITECTURAL INFORMATION

Architectural Style/Type:	Greek Revival	Exterior Walls (Current):	Clapboard
Architectural Features:		Exterior Walls (Original):	Clapboard
Date of Construction:	1850-1870	Foundation:	
Source:		Roof Type/Material:	
Overall Plan Configuration:		Window Material/Type:	
•			

**ARCHITECTURAL FEATURES:** Two-story gable front with one story side wing and porch. Classical details at entry. Front door has side and transom lights. George Ferson was original owner.

**ALTERATIONS: None** 



### ARCHITECTURAL SURVEY

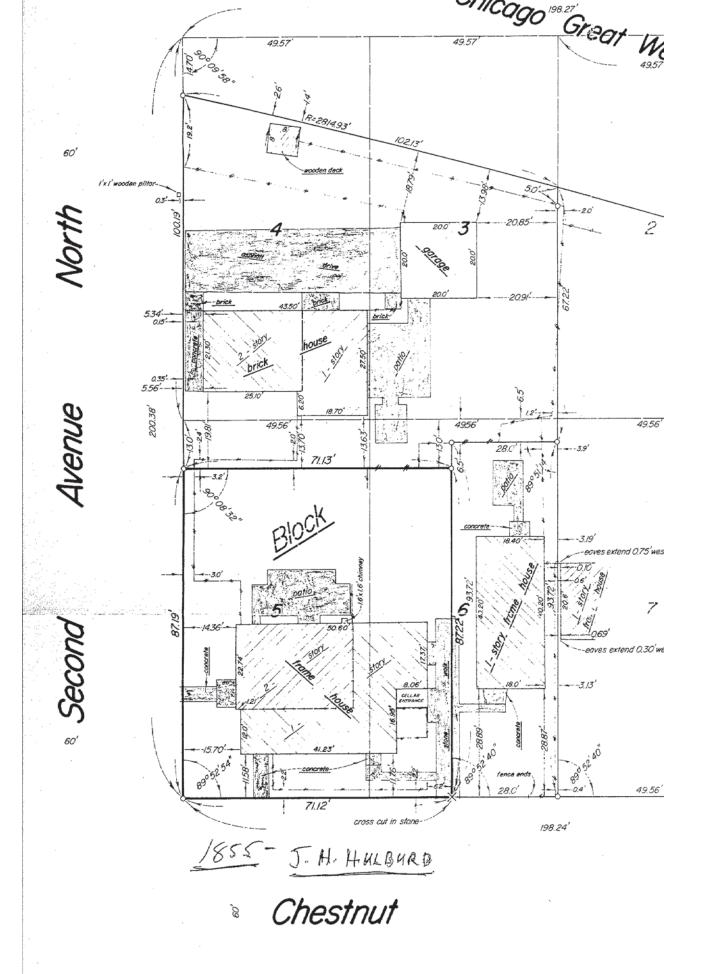
CENTRAL HISTORIC DISTRICT ST. CHARLES, ILLINOIS

ST. CHARLES HISTORIC PRESERVATION COMMISSION

**Continuation Sheet** 

HISTORIC INFORMATION:	
ARCHITECT:	
Source	
BUILDER:	
Source	
ASSOCIATED EVENTS, PEOPLE & DATES:	George Ferson, original owner
Source	
REPRESENTATION IN EXISTING	
SURVEYS:	
FEDERAL:	
STATE:	
COUNTY:	
LOCAL:	Yes

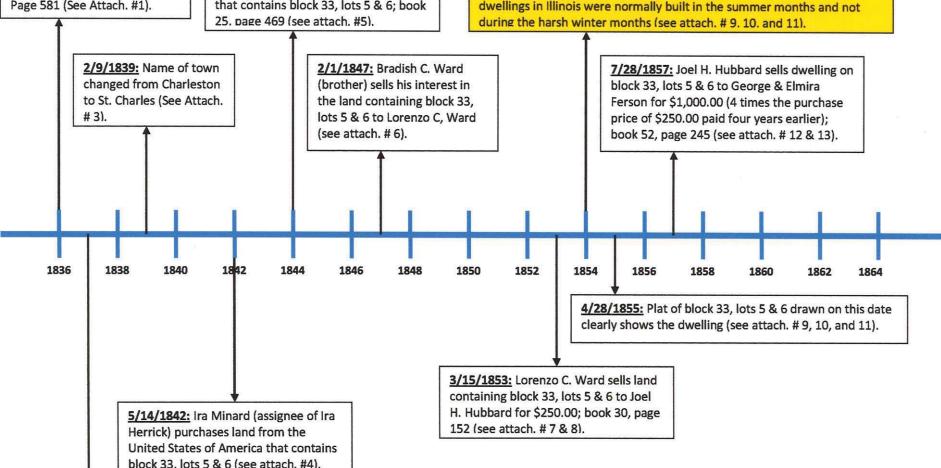




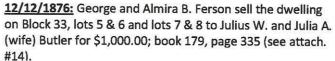
12/9/1836: Bela T. Hunt buys ½ Interest in the land that would become Block 33, Lots 5 & 6 from Ira Minard & Read Ferson for \$5,000.00; book 83, Page 581 (See Attach. #1).

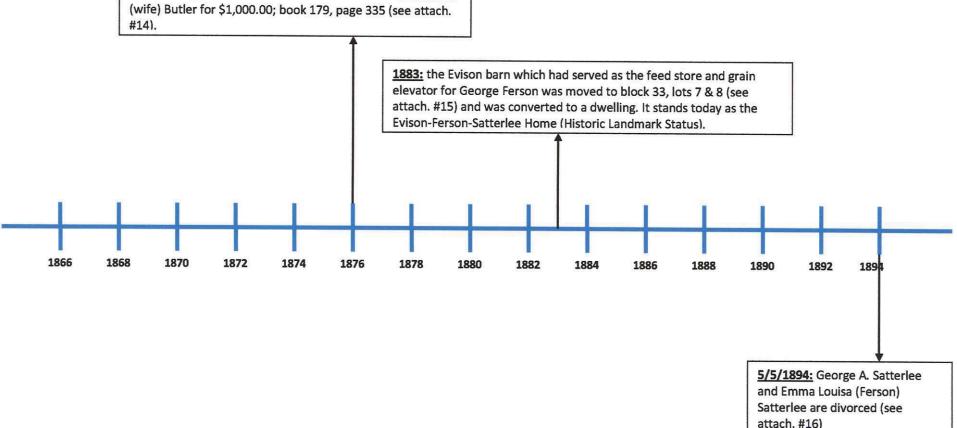
10/24/1844: Ira Minard sells 57.68 Acers to Lorenzo C. Ward for \$130.00 that contains block 33, lots 5 & 6; book 25, page 469 (see attach, #5).

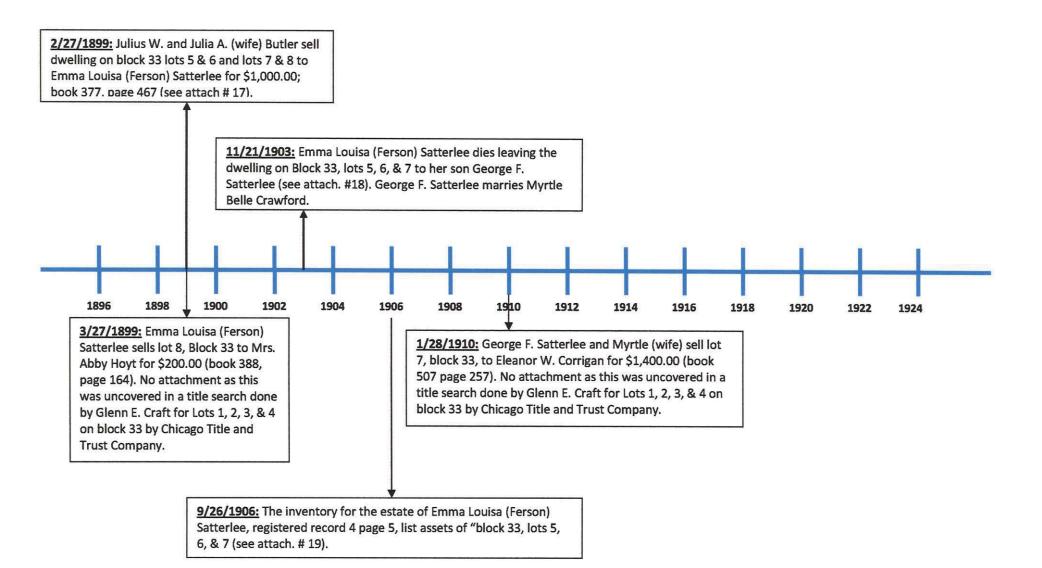
<u>Summer 1854:</u> This is the logical time the dwelling on block 33, lots 5 & 6 was built. The dwelling is clearly shown on a plat drawn 4/28/1855; dwellings in Illinois were normally built in the summer months and not during the harsh winter months (see attach, # 9, 10, and 11).



5/8/1837: Mark W. Fletcher surveys Charleston and Block 33, Lots 5 & 6 are established; book 1. page 11 (see attach. #2).

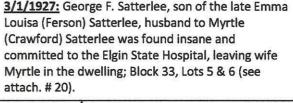






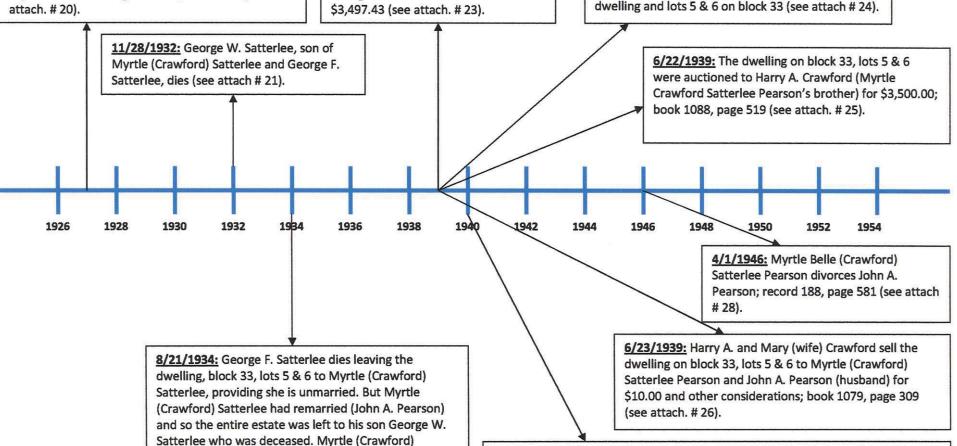
### **Ownership and Succession Time Line**

### Home located in Block 33, Lots 5 & 6—St. Charles, Illinois



6/9/1939: The dwelling, block 33, lots 5 & 6, were auctioned on the steps of the court house in Geneva, IL to pay the debts owed by the estate of George W. Satterlee in the amount of \$3,497.43 (see attach. # 23).

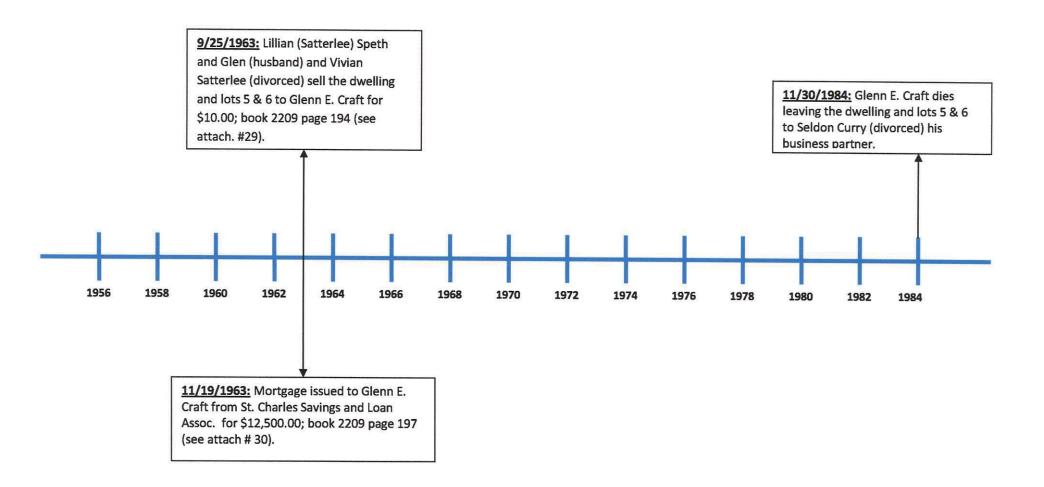
6/22/1939: A mortgage was granted to Myrtle (Crawford) Satterlee Pearson and John A. Pearson (husband) by St. Charles Building and Loan Assoc. in the amount of \$1,600; book 875, page 553 for the dwelling and lots 5 & 6 on block 33 (see attach # 24).

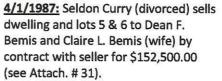


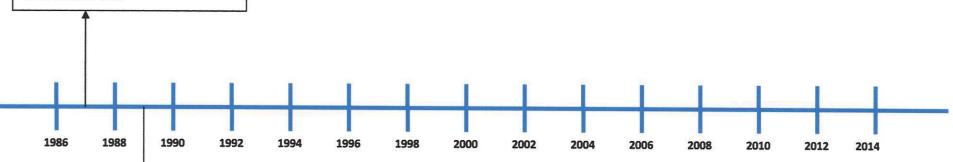
Satterlee Pearson was appointed executrix of George F.

Satterlee's will (see attach # 22).

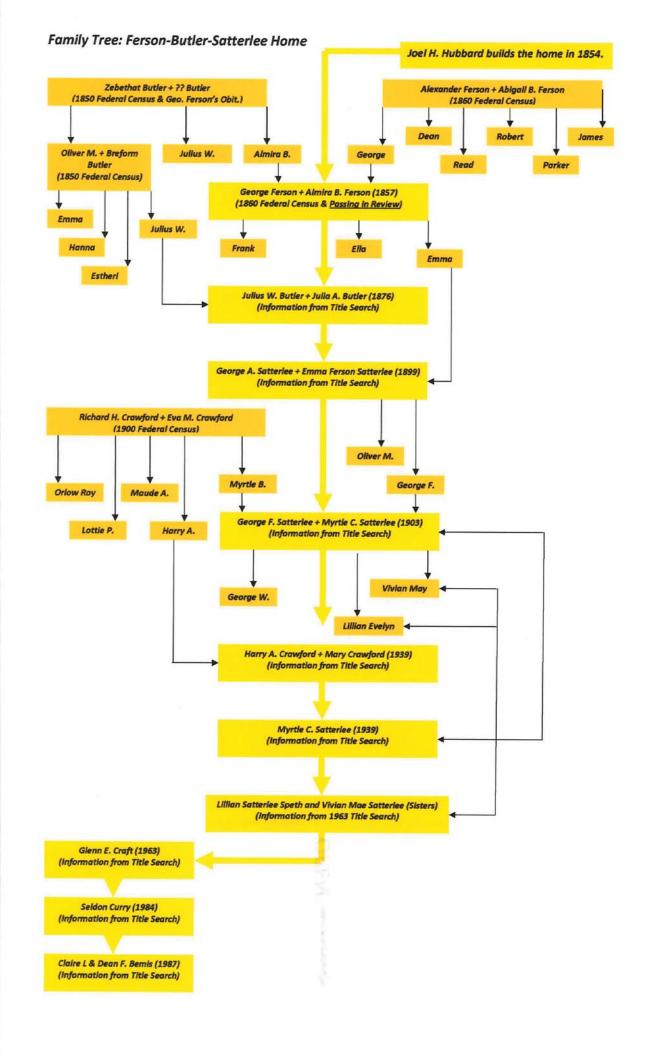
7/19/1940 to 9/25/1963: Between Myrtle (Crawford) Satterlee Pearson and her two daughters (Lillian Satterlee Speth and Vivian Satterlee), the dwelling and lots 5 & 6, block 33 was mortgaged eight times, sold between them eleven times, and Trust Deeds were taken on the property seven times (see attach. # 27 for details).

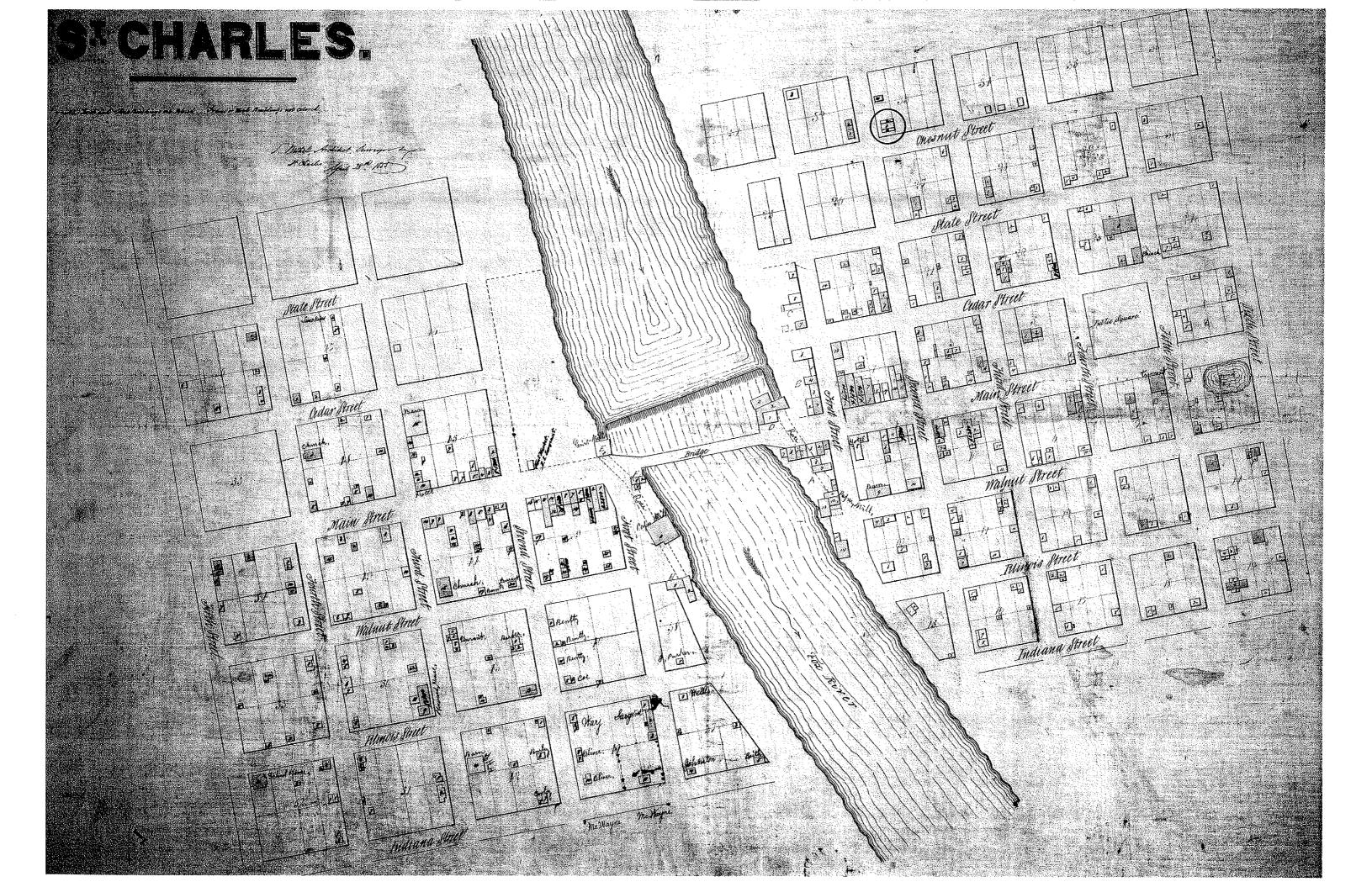






12/21/1989: Dean F. and Claire L. (wife) Bemis pay off Seldon Curry with a mortgage from St. Charles Savings and Loan Assoc. for \$135,000.00 (see attach # 32).





	AGENDA ITEM EXECUTIVE SUMMARY Agenda Item number: 4h					
	Title:	Discussion and direction for City Staff to explore a best practices and possible locations for additional downtown public space.				
CITY OF ST. CHARLES ILLINOIS • 1834	Presenter:	Derek Conley, Economic Development Director Heather McGuire, City Administrator				
Meeting: Planning & Development Committee Date: April 8, 2024						
Proposed Cost: \$		<b>Budgeted Amount:</b> \$	Not Budgeted: □			
TIF District: None						
<b>Executive Sum</b>	mary (if not	budgeted, pl	ease explain):			
Since 2020, the City has enhanced public spaces in our downtown, exemplified by the expansion of the First Street Plaza. The expansion of the plaza has also allowed for the introduction of more outdoor dining opportunities. The implementation of outdoor dining has proven to be successful in drawing visitors to our city, thereby bolstering the vitality of downtown businesses and generates additional sales tax revenue for the City.  This agenda item offers a platform for alderpersons to delve into discussions and provide direction on their visions regarding the future of outdoor dining as a permanent feature of the downtown. Staff members are actively seeking guidance on how to navigate best practices and forthcoming initiatives to ensure their alignment with the overarching objective of enhancing public spaces.						
Attachments (	place list).					
Attachments (please list):						
Recommendation/Suggested Action (briefly explain): There is no staff recommendation.						