



## PUD FINAL PLAN APPLICATION

|                          |                  |
|--------------------------|------------------|
| <b>For City Use</b>      |                  |
| Project Name:            | _____            |
| Project Number:          | _____ -PR- _____ |
| Cityview Project Number: | _____            |

*Received Date*

- *The PUD Final Plan application is required prior to issuance of a building or site development permit for PUD projects that include a subdivision of land and the creation of new lots for development.*
- *An application for Final Plat of Subdivision should accompany this application.*
- *The PUD Final Plan is reviewed and approved administratively by City staff. The Final Plat of Subdivision will require Plan Commission review and City Council approval.*
- *PUD Final Plan approval is not required for development of a single lot within an existing PUD where the lot is already platted; a building or site development permit will constitute the PUD Final Plan.*
- *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.*

|                                     |                            |        |
|-------------------------------------|----------------------------|--------|
| <b>1. Property Information:</b>     | Location:                  |        |
|                                     | Parcel Number (s):         |        |
|                                     | PUD Name:                  |        |
|                                     | Proposed Subdivision Name: |        |
| <b>2. Applicant Information:</b>    | Name:                      | Phone: |
|                                     | Address                    | Email: |
| <b>3. Record Owner Information:</b> | Name:                      | Phone: |
|                                     | Address:                   | Email: |

**4. Required Attachments:**

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

❑ **APPLICATION FEE:** \$500

❑ **REIMBURSEMENT OF FEES AGREEMENT:** An original, executed Reimbursement of Fees Agreement and deposit of funds in escrow with the City, as provided by Appendix B of the Zoning Ordinance.

❑ **REIMBURSEMENT OF FEES INITIAL DEPOSIT:** Deposit of funds in escrow with the City. Required deposit is based on review items (number of applications filed) and the size of the subject property:

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

❑ **COST ESTIMATES:** An Engineer’s cost estimate in accordance with Title 16 of the St. Charles Municipal Code. In addition, provide an estimate for all landscaping to be installed on private property that corresponds with the Landscape Plan.

❑ **CONSTRUCTION SCHEDULE:** Indicate the following:

- Phases in which the project will be built with emphasis on area, density, use and public facilities, such as open space, to be developed with each phase. Overall design of each phase shall be shown on the Plat of Subdivision and through supporting material.
- Approximate dates for beginning and completion of each phase.

❑ **COVENANTS:** Proposed agreements, provisions, or covenants which will govern the use, maintenance, and continued protection of the development and any common open space.

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

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

❑ **FINAL ENGINEERING PLANS / DRAWING REQUIREMENTS CHECKLIST:** Plans shall include all improvements shown on the PUD Preliminary Plan and all information as required by Title 16 of the St. Charles Municipal Code applicable to Final Engineering. Also submit a completed Drawing Requirements Checklist- Final Engineering Plans.

❑ **FINAL ARCHITECTURAL PLANS:** Architectural plans and data for all principal buildings with sufficient detail to permit an understanding of the exterior appearance and architectural style of the proposed buildings, the number, size and type of dwelling units, the proposed uses of nonresidential and mixed-use buildings, total floor area and total building coverage of each building. If no changes are proposed from architectural plans approved at the PUD Preliminary Plan stage, no submittal is required.

- ❑ **FINAL TREE PRESERVATION PLAN:** When required, in accordance with Ch. 8.30 of the St. Charles Municipal Code. This information may be included as part of the Final Landscape Plan set. If there are no changes to the Tree Preservation Plan approved at the PUD Preliminary Plan stage, no submittal is required.
  
- ❑ **FINAL LANDSCAPE PLAN:** If there are no changes to the Landscape Plan approved at the PUD Preliminary Plan stage, no submittal is required. Frequently, plan changes due to final engineering adjustments will require submittal of a Final Landscape Plan, which shall show the following:
  - 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
  - Location of proposed landscaping irrigation systems
  - Landscaping of ground signs and screening of dumpsters and other equipment

**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

**CITY OF ST. CHARLES**  
**REIMBURSEMENT OF FEES AGREEMENT**

**I. Owner:**

Owner of Property:

Date:

Owner's Address:

Owner's Phone Number:

If Owner is a Land Trust, the names and addresses of the beneficiaries of the Trust:

**II. Person Making Request (Petitioner/Applicant):**

Name of Petitioner/Applicant:

Petitioner's/Applicant's Address:

Petitioner's /Applicant's Phone Number:

**III. Location of Property:**

General Location of Property:

Acreage of Parcel:

Permanent Index Number(s):

Legal Description (attach as Exhibit A)

**IV. Reimbursement of Fees:**

If the City determines, in its sole and exclusive discretion, that it is necessary to obtain professional services, including, but not limited to, attorneys; engineers; planners; architects; surveyors; court reporters; traffic, drainage or other consultants, and/or to incur costs related to any required notices or recordations, in connection with any Petition or Application filed by the Petitioner/Applicant, then the Petitioner/Applicant and Owner shall be jointly and severally liable for the payment of such professional fees and costs, as shall actually be incurred by the City.

The City Administrator is hereby authorized to assign the above described services to the City staff or to consultants, as they deem appropriate. When the City staff renders any services contemplated by this agreement, then in such case the City shall be reimbursed for its cost per productive work hour for each staff person providing said services.

At the time the Petitioner/Applicant requests action from the City, he shall deposit the following amounts with the City as an initial deposit to collateralize the obligation for payment of such fees and expenses:

| 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      |

As the review proceeds, the City shall deduct incurred expenditures and costs from the funds deposited. If the remaining deposit balance falls below \$500.00, the petitioner/applicant, upon notice by the City, shall be required to replenish the deposit to its original amount. The Petitioner/ Applicant shall replenish the deposit amount within fifteen (15) days of receipt of an invoice directing the replenishment of said deposit. Failure to remit payment within fifteen (15) days will cause all reviews to cease.

A petitioner/applicant who withdraws his petition or application may apply in writing to the Director of Community Development for a refund of his initial deposit. The City Administrator may, in his sole discretion, approve such refund less any actual fees and costs, which the City has already paid or incurred relative to the Petition or Application.

Upon the failure to the Petitioner/Applicant or Owner to reimburse the City in accordance with this Agreement, no further action shall be undertaken on any Petition or Application by the Mayor and City Council, or by any other official or quasi-deliberations, the granting of any relief or approvals, and the execution or recording of any documents, until all such outstanding fees are paid in full and/or the initial deposit is restored to its full amount. Further, the City may deny any application for a grading, building or other permit if such amounts have not been paid in full.

Upon any failure to reimburse the City in accordance with this section, the City may in its discretion, apply any or all of the initial deposit to the outstanding balance due and/or elect to place a lien against any real property associated with the Petitioner/Applicant's Petition or Application. In the event such amounts are not paid in full within sixty (60) days after the date when the statement of such amounts due is delivered or deposited in the U.S. mail by the City, such amounts due shall be deemed delinquent and finance charges in accordance the City's policy for accounts receivable shall be added to the amount due until such amount due, including all delinquency charges, is received by the City. Said lien shall be in an amount equal to the outstanding amount owed to the City.

The remedies available to the City as set forth hereinabove are non-exclusive and nothing herein shall be deemed to limit or waive the City's right to seek relief of such fees against any or all are responsible parties in a court of competent jurisdiction.

Any remaining balance of funds deposited pursuant to this Agreement shall be refunded upon the later occurring of the following events: completion of City deliberation on the petition or application, recordation of all necessary documents associated with the petition or application, or issuance of a building permit upon the real property in question.

BY SIGNING BELOW, THE PETITIONER/APPLICANT AND OWNER ACKNOWLEDGE THAT EACH OF THEM HAS READ THE FOREGOING PARAGRAPHS AND EACH OF THEM FULLY UNDERSTANDS AND AGREES TO COMPLY WITH THE TERMS SET FORTH HEREIN. FURTHER, BY SIGNING BELOW, EACH SIGNATORY WARRANTS THAT HE/SHE/IT POSSESSES FULL AUTHORITY TO SO SIGN.

THE PETITIONER/APPLICANT AND OWNER AGREE THAT PETITIONER/APPLICANT AND OWNER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR PAYMENT OF FEES REFERRED TO IN APPLICABLE SECTIONS OF THE ORDINANCES OF THE CITY OF ST. CHARLES, AND AS SET FORTH HEREIN.

City of St. Charles

\_\_\_\_\_  
Petitioner/Applicant

By: \_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Attest

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

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

# CITY OF ST. CHARLES INCLUSIONARY HOUSING REQUIREMENTS

## Background:

St. Charles Municipal Code Title 19 “Inclusionary Housing”, requires developers of new residential developments to provide a proportionate share of affordable housing units within the development, or to pay a fee in-lieu of providing affordable housing units. Developers may also provide a mix of affordable housing units and fee in-lieu.

Affordable housing is defined as housing that has a sales price or rental amount that is within the means of a household with income at or below 80% Area Median Income (AMI) for for-sale units and at or below 60% AMI for rental units, adjusted for household size. See Title 19 for complete definitions.

The maximum price of affordable for-sale units and affordable rental units required by Title 19 shall be no greater than the affordable purchase price and affordable rent established annually by the Illinois Housing Development Authority (IHDA). Contact the Planning Division for the most recent affordable prices from IHDA.

## Development Cost Offsets:

Developments that provide affordable housing units may be eligible for the following:

- Density Bonus equivalent to one bonus unit for each affordable unit constructed, up to 120% of base density.
- Waiver of building permit, demolition, plan review, and sewer/water connection fees for the required affordable units.
- Waiver of School and Park cash contributions (when required in lieu of park and land dedications) for the required affordable units.

## Submission Requirements:

Submit information describing how the residential development will comply with the requirements of Title 19, “Inclusionary Housing”. **Use the Inclusionary Housing Worksheet** to calculate the number of required affordable units to be incorporated within the residential development, or the required fee in-lieu payment.

If the development will include affordable units, submit the following additional information:

- The number of market-rate and affordable for-sale and rental units to be constructed, including type of dwelling, number of bedrooms per unit, proposed pricing, and construction schedule, including anticipated timing of issuance of building permits and occupancy certificates.
- Documentation and plans regarding locations of affordable units and market-rate units, and their exterior appearance, materials, and finishes.

## City Council Determination:

City Council will review the proposal to comply with the requirements of Title 19 “Inclusionary Housing” and will determine whether affordable units, fee in-lieu, or a mix of affordable units and fee in-lieu will be accepted.

# 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      |                                    | X | 5%                             | = |                                |
| More than 15 Units |                                    | X | 10%                            | = |                                |

## 2) How will the Inclusionary Housing requirement be met?

Provide on-site affordable units

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

Provide a mixture of affordable units and fee in-lieu

- # of affordable units to be provided:
- 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 |
|--------------------------------|---|---|--|---|--------------------------|
|                                |   | X | \$39,665.75                            | = |                          |

#### 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 |
|--------------------------------|---|---|--|---|--------------------------|
|                                |   | X | \$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 |
|--------------------------------|---|---|--|---|--------------------------|
|                                |   | X | \$15,866.30                            | = |                          |