

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IIC1

Title:

Motion to approve a Resolution Authorizing the Mayor and City Council to Enter Into a Certain Annexation Agreement (Brooke Toria Estates).

Presenter:

Rita Tungare

Meeting: City Council

Date: December 16, 2019

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted: ☐**Executive Summary** *(if not budgeted please explain):***Background:**

Brooke Toria Estates (also referred to as Smith Road Estates) is a 4.4-acre, 16-lot single-family subdivision proposed for annexation to St. Charles. The project was reviewed by the Planning & Development Committee on August 13, 2018. The Committee recommended approval of the applications submitted for the project, including Map Amendment, Special Use for PUD, PUD Preliminary Plan, and Final Plat of Subdivision.

The subject property is located in unincorporated Wayne Township and is contiguous with the St. Charles city limits. St. Charles has the ability to annex the property per the boundary agreement between the Cities of St. Charles and West Chicago.

The developer, V&M Investment and Remodeling Group, LLC, has filed a Petition for Annexation to annex the property to St. Charles.

The developer has also submitted an Annexation Agreement, a contractual agreement between the developer and the City, which details zoning and development standards by referencing the PUD Ordinance, specifies requirements for permitting, construction of public improvements, and other required improvements as depicted on the development plans, etc.

A public hearing on the Annexation Agreement will be held at 6:45 p.m., prior to the City Council meeting. The relevant taxing bodies were notified of the petition and public hearing as required by State Law.

Action Item:

The attached resolution authorizes the Mayor and City Council to enter into the proposed Annexation Agreement. The Agreement is attached to the resolution.

Attachments *(please list):*

Resolution authorizing execution of the Annexation Agreement.

Recommendation/Suggested Action *(briefly explain):*

Motion to approve a Resolution Authorizing the Mayor and City Council to Enter Into a Certain Annexation Agreement (Brooke Toria Estates).

City of St. Charles, Illinois
Resolution No. 2019- __

**A Resolution Authorizing the Mayor and City Council to Enter Into a Certain
Annexation Agreement (Brooke Toria Estates)**

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

WHEREAS, the Owner of the real estate legally described on Exhibit “A” attached hereto and made a part hereof (the “Subject Property”) is V & M Investment and Remodeling Group, LLC; and,

WHEREAS, the Subject Property is located on the north side of Smith Road within Wayne Township, DuPage County, Illinois; and,

WHEREAS, the Subject Property is contiguous to the City of St. Charles and may be annexed to the City pursuant to the Illinois Code, 65 ILCS 5/7-1-1 *et seq*; and,

WHEREAS, the Owner has filed a Petition for Annexation with the City requesting annexation of the Subject Property to the City of St. Charles; and,

WHEREAS, the Owner has submitted to the City a proposed Annexation Agreement, said Agreement being attached hereto and incorporated herein as Exhibit “B”; and,

WHEREAS, a public hearing on said Annexation Agreement was held on or about December 16, 2019, pursuant to the notice duly published in the Daily Herald, being a newspaper of general circulation, on November 29, 2019 as required by law; and,

WHEREAS, the Mayor and City Council have considered the terms and provisions of the proposed Annexation Agreement.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, a home rule municipality, in the exercise of its home rule powers as follows:

1. That the Mayor and City Clerk are hereby authorized to execute that certain Annexation Agreement heretofore incorporated herein as Exhibit “B” by and behalf of the City of St. Charles.

2. That all resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

3. That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 16th day of December, 2019.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 16th day of December, 2019.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 16th day of December, 2019.

Raymond P. Rogina

Attest:

City Clerk/Recording Secretary

Voice Vote:

Ayes:

Nays:

Absent:

Abstain:

Exhibit "A"

Legal Description of Subject Property

LOTS 16, 17 AND 18 IN PETRAUSKAS' SECOND SUBDIVISION OF PART OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 1966 AS DOCUMENT R66-42231, IN DUPAGE COUNTY, ILLINOIS.

Resolution No. _____

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Exhibit “B”

Annexation Agreement – Brooke Toria Estates

ANNEXATION AGREEMENT
BROOKE TORIA ESTATES

THIS ANNEXATION AGREEMENT (hereinafter referred to as “Agreement”), is made and entered into this ____ day of _____, 2020, between the CITY OF ST. CHARLES, a municipal corporation of Kane and DuPage Counties, in the State of Illinois (hereinafter referred to as “City”), and V&M INVESTMENT AND REMODELING GROUP, LLC, an Illinois limited liability company, 0N632 Gables Blvd., Wheaton, Illinois 60187 (hereinafter referred to as “Owner/Developer”). The City and the Owner are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Owner/Developer is the owner of record of real estate (hereinafter referred to as the “Territory”), comprising approximately 4.38 acres, the legal description of which is attached hereto and made part hereof as **Exhibit A**; and

WHEREAS, the Territory legally described on **Exhibit A** hereof is contiguous to the City, is not annexed to another municipality, and may be annexed to the City pursuant to the Illinois Code, 65 ILCS 5/7-1-1 *et seq.*; and

WHEREAS, the Owner/Developer of Record of the Territory has filed a Petition for Annexation with the City pursuant to 65 ILCS 5/7-1-8 that requested annexation of the Territory subject to execution of an annexation agreement acceptable to the Parties; and

WHEREAS, the Owner/Developer and the City agree that they will be bound by the terms of this Agreement to the extent hereafter provided; and

WHEREAS, pursuant to the provisions of the Illinois Municipal Code, 65 ILCS 5/7-1-1 *et seq.*, the Corporate Authorities of the City have taken all steps legally required, including but not necessarily limited to, providing notice and a public hearing regarding the Agreement; and

WHEREAS, subject to the terms of this Agreement, the City will extend its zoning, building, health, and other municipal regulations and ordinances over the Territory, thereby protecting the City from possible undesirable or in harmonious use and development of unincorporated areas surrounding the City; and

WHEREAS, the Corporate Authorities of the City have considered the annexation of the Territory and have determined that the best interest of the City will be met if the Territory is annexed to the City; and

WHEREAS, by the favorable vote of at least two-thirds (2/3) of the Corporate Authorities of the City then holding office, a Resolution has heretofore been adopted authorizing the execution of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the Parties agree as follows:

I

ANNEXATION AGREEMENT

The provisions set forth in the preamble above are incorporated into and made a part of this Agreement. The Parties further acknowledge that the same are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I and the same shall continue for so long as this Agreement is in full force and effect. No portion of the Territory shall be disconnected from the City without the prior written consent of its Corporate Authorities.

Concurrent with the Ordinance authorizing the execution of this Agreement, the City shall pass and appropriately record, at the Owner/Developer's expense, an Ordinance annexing the Territory and if applicable, an Ordinance vacating the City rights on property necessary to facilitate the development of the Territory as contemplated under this Agreement.

The Plat of Annexation of the Territory is attached hereto as **Exhibit B**. The Plat extends the new boundaries of the City to the far side of any adjacent highway not already annexed and includes all of every highway within the Territory so annexed. Upon adoption of an ordinance annexing the Territory to the City, the City Clerk shall cause a copy of said ordinance and said Plat to be duly recorded with the DuPage County Recorder, and duly filed with the DuPage County clerk and send Notices of the Annexation, as required by law at the Owner/Developer's expense.

Should any person having proper standing to do so bring a cause of action before any court of competent jurisdiction challenging the City's lawful authority to annex the Territory or challenge the method or procedures by or through which the Parties purported to cause the Territory to be annexed to the City, the Parties agree that they shall fully cooperate, as provided in Article III hereof, to defend such cause of action.

Should a court of competent jurisdiction finally determine that annexation of the Territory was defective because of the failure of the Parties to follow a procedural requirement constituting a valid precondition to proper annexation of the Territory, the Parties agree to promptly cause the Territory to be re-annexed to the City in a manner which satisfies all procedural requirements.

Should a court of competent jurisdiction finally determine that annexation of the Territory by the City was without lawful authority (*i.e.*, lack of contiguity), the Parties agree that this Agreement shall thereafter be deemed a Pre-Annexation Agreement authorized pursuant to 65 ILCS 5/11-15.1-1, *et seq.*, and shall remain in full force and effect to the extent permitted by law. Thereafter, should the Territory become contiguous to the City, if that was the case, the Parties agree to promptly take all necessary steps as may then be provided by law to perfect the annexation of the Territory to the City.

Upon the annexation of the Territory, all zoning, subdivision, building and development of the Territory shall be undertaken in conformity with the requirements of all applicable City

codes, ordinances, rules, regulations and standards generally in force, from time to time, within the City, except to the extent that the same are superseded by more restrictive standards imposed by other regulatory authorities having jurisdiction, or as the same may be specifically modified or waived by the terms of this Agreement and the PUD Ordinance. Said applicable municipal zoning, ordinances, codes, regulations or standards shall otherwise be referred to herein as the “City Zoning Ordinance” and/or “City Code,” as applicable and as amended.

II

ZONING, LAND USE, AND DEVELOPMENT

Zoning. After passing its Ordinance annexing the Territory, the City shall pass an Ordinance Rezoning the Territory from the RE-1 Single-Family Estate District to the RS-4 Suburban Single-Family Residential District and shall concurrently pass an ordinance granting a Special Use for Planned Unit Development for the Territory, all as set forth herein and in the provisions of **Exhibit C** attached hereto and made a part hereof, entitled “An Ordinance Granting Approval of a Map Amendment, Special Use for Planned Unit Development, PUD Preliminary Plan, and Final Plat of Subdivision for Brooke Toria Estates” (hereinafter the “PUD Ordinance”).

Residential Standards. All single-family detached housing shall be constructed with a minimum of 1,600 square feet, designed in a craftsman and prairie style with architectural shingles, Hardy Board or Smart Siding, stone or brick accents, aluminum soffit and fascia, and oversize gutter and downspouts.

Natural Areas Plan. Detention areas shall be maintained by a homeowner’s association with plantings and vegetation approved by the City of St. Charles.

III

FEES, PERMITS, AND OCCUPANCY

Fees. No new fees or additional fees, contributions, donations, exactions or costs other than those fees in existence and assessed by the City, including but not limited to permit fees, plan review fees, inspection fees, utility fees, application fees, tap-on fees, and user fees, or any amendments to fees, shall be imposed by the City upon the Owner/Developer, or the Territory during the term of this Agreement. All other out of pocket costs imposed upon the City by a third party, including but not limited to, costs from the City Engineer, City Arborist, and City Ecologist; associated with the development of all or any portion of the Territory shall be paid prior to the acceptance of any public improvement or within thirty (30) days after public improvements have been accepted. Furthermore, the Owner/Developer shall provide the City with an escrow amount that shall remain intact and replenished as required by the City until the Territory has been fully developed.

All other applicable fees, bonds and deposits shall be paid at the time the City issues its occupancy permit.

Building Permits. Within fifteen (15) business days after receipt of a complete application by Owner/Developer for a building permit for construction of any buildings or other improvements on the Territory, the City shall either issue a permit authorizing such construction, issue a permit authorizing such construction subject to satisfaction of specified conditions consistent with the terms of this Agreement, or issue notification of denial of such permit specifying the basis of said denial by reference to the provisions of Building Code or any other applicable code, applied in accordance with this Agreement, which the subject construction would allegedly violate. If the City conditionally approves such a permit, the City shall issue the permit unconditionally within five (5) business days after satisfaction by the Owner/Developer of specified conditions. Nothing in this section shall be considered an alteration or waiver of the licensing requirements found in Title 5 and the building and construction requirements found in Title 15 of the St. Charles, Illinois City Code.

Temporary Certificates of Occupancy. Temporary Certificates of Occupancy shall only be issued by the City between November 1st of any year and May 1st of any subsequent year when adverse weather conditions do not permit outside painting, landscaping, driveway construction or final grading of individual homes, appurtenances or lots. Temporary certificates of occupancy will be issued by the City, in its sole reasonable discretion, for any finished home or structure, which is not otherwise completely finished as heretofore provided, provided that: (i) said finished part or portion is designed for or capable of separate use or occupancy; and (ii) such part or portion is safe for the use and occupancy intended; and (iii) sewer, water, and the base course of paving of streets are properly installed in and to the home or structure.

IV

CONSTRUCTION OF PUBLIC IMPROVEMENTS

“As Built” Plans. The Owner/Developer, at the Owner/Developer’s own cost, agrees to provide the City “as built” engineering plans and specifications upon substantial completion of the public improvements or at the request of the City Engineer but in no event later than the time required by the Zoning Ordinance as amended. Said “As Built” plans shall be delivered to the City in paper format as well as electronic format suitable to and approved by the City. If there are any changes after substantial completion, revised “as built” plans addressing those changes shall be provided to the City.

Debris. The Owner/Developer agrees not to let debris or excessive construction waste accumulate on the Territory.

V

REQUIRED IMPROVEMENTS

Water Supply. The Owner/Developer shall construct and install at Owner/Developer’s expense and dedicate, convey and transfer to the City all necessary water mains to service the Territory. All water mains shall be constructed and installed in accordance with the City of St. Charles ordinances and final engineering plans approved by the City.

Sanitary and Storm Sewers. The Owner/Developer shall construct and install at Owner/Developer's expense and dedicate, convey and transfer to the City all necessary sanitary and storm sewers to service the Territory in accordance with the applicable ordinances of the City of St. Charles and final engineering plans approved by the City. The Owner/Developer agrees that no surface water is to be discharged into the sanitary sewerage collection system and will make adequate provisions that this will not occur. Tap-on fees required by the City shall not be waived. All sanitary and storm sewers, except service connections, shall be owned and maintained by the City, with right of access by the City for emergency management purposes.

Detention Areas. The Owner/Developer shall construct and install at Owner/Developer's expense all detention areas, identified on the preliminary and final plans, including drains, inlets, and outlets. Prior to the issuance of a full Site Development permit, and in conjunction with the approval of the PUD Final Plan/Plat, the Owner/Developer shall submit detailed engineering and landscape plans for the detention area. The Owner/Developer shall establish and maintain said detention areas and structures to standards approved by the City.

Sidewalks, Parkway Trees and Other Trees. The Owner/Developer shall construct sidewalks and install parkway trees and other trees in common areas, as identified in the approved plan. Sidewalks and trees at any location to or connected to a lot or unit shall be constructed and installed prior to a certificate of occupancy for the lot. All sidewalks, parkway trees and trees in common in unapproved areas shall be installed by the Owner/Developer, no later than four (4) years after the recording of the final plat of subdivision. The cost of any sidewalk or street trees shall be installed on the public right-of-way shall be included in the Owner/Developer's declared letter of credit or cash escrow or the other public improvements for the Territory.

Street Lights. The Owner/Developer shall be required to install streetlights in accordance with the City of St. Charles and final engineering plans approved by the City.

Other Improvements. The Owner/Developer shall construct and install at Owner/Developer's expense all other improvements in accordance with the requirements of the City of St. Charles and Final Engineering and Final Landscape Plan and other plans approved by the City. The City will cooperate and assist the Owner/Developer in securing any and all off-site easements necessary to enable the Owner/Developer to install and construct the water mains, sanitary and storm sewers and detention areas required to service the Territory.

Mutual Assistance. The Parties hereto agree to do all things necessary and appropriate to carry out the terms and conditions of this Agreement and to aid and assist each other in furthering the intent of the Parties as reflected by the terms of this Agreement, including without limitations, the holding of public hearings, enactment by the City of such resolutions and ordinances as are required herein, the execution of permits, applications and agreements and the taking of such other actions as may be necessary to enable the Parties to comply with the terms and provisions of this Agreement or to perform their obligations hereunder.

VI

DEDICATION AND CONSTRUCTION OF STREETS

Design and Construction of Streets. The Owner/Developer shall design streets within the Territory according to the standards adopted by the City of St. Charles or as otherwise provided for in this Agreement. All interior streets within the Territory shall be dedicated to the City. Said streets shall be constructed in accordance with the Final Engineering Plans approved by the City.

Completion of Street Improvements. The Owner/Developer shall provide access to each residential unit. Any street right-of-way not already dedicated at the time of this Agreement shall be dedicated upon the completion and acceptance of the same by the City. The City shall accept the dedication of all improvements within street right-of-ways and all improvements and facilities associated with its construction and the construction of streets and public sidewalks upon the completion by the Owner/Developer of said improvements in accordance with the City's construction standards adopted by the City of St. Charles, as modified by this Agreement. The acceptance by the City shall be evidenced by a resolution passed by the City's Corporate Authorities. The final wearing surface of streets shall be installed within nine (9) months after the installation of the base course. After completion of the construction and acceptance of any street, and if construction traffic of the Owner/Developer continue to utilize that street, the Owner/Developer shall be responsible for keeping the street free from construction debris and for repair of damages to the street caused by the Owner/Developer's construction traffic. Except as otherwise provided herein, after dedication of any street right-of-way at the time of Final Plat, the City shall enforce traffic and other regulations as to the street right-of-way. All deliveries of construction supplies or materials shall be restricted to certain streets and times as agreed upon by the Owner/Developer and the City.

Debris. The Owner/Developer shall be required to keep all street within and adjoining the Territory free from mud and debris generated by any new construction activity on the Territory.

VII

FINANCIAL ASSURANCES FOR SITE IMPROVEMENTS

Site Development Permit. Except as otherwise provided in this Agreement, prior to any site development work on the Territory, to include but not limited to grading and work done in connection with the extension and establishment of water and sewer systems, the Owners will apply for a full Site Development permit in accordance with standards adopted by the City of St. Charles.

Fee Calculation. The Parties hereto conclusively acknowledge that Site Development fees consist of the City's Engineering Review Fee and Construction Inspection Fee at the time application for the same is made. The Site Development fee described herein shall be in full, complete and final satisfaction of all obligations of the Owners, Developer or the Territory for the City's Engineering Review Fee and Construction Inspection Fee under all applicable City ordinances.

The Site Development Fees applicable to the Territory shall be paid by the Owner/Developer and shall be calculated as referenced in the City's Fee Ordinance in effect at the time application is made based on the Engineer's Estimate provided by the Owner/Developer.

The "Engineer's Estimate" in the above formula shall mean a Professional Engineer's estimate of the cost of construction of all improvements required by the approved development plans. The validity of said estimate shall be approved by the City Engineer. In the event there is a conflict between the City's Engineer's estimate and another Professional Engineer's estimate, the City Engineer's estimate shall prevail.

Improvement Security. The City shall not issue a Site Development permit for any phase of development of the Territory until the Owner/Developer has delivered to the City an irrevocable letter of credit, or cash escrow, in a form satisfactory to, and from a bank or other financial institution approved by the City, in the amount of 115% of the Engineer's Estimate of the cost of construction and installation of all site improvements for the phase as approved by the City Engineer, including all required grading, lighting, natural area establishment, landscaping, curb, gutter (if not included in the security posted to Section VI hereof), streets, sidewalks, sewer and water lines and storm water management facilities. The Owner/Developer may, from time to time, but not more than once every thirty (30) days, as improvements are installed, request from the City Engineer a reduction in the improvement security, who shall in the sole discretion of the City Engineer recommend to the Corporate Authorities, the amount of said letter of credit or cash escrow to be reduced, from time to time, as a major site improvements are completed. Upon request of the Owners or Developer for reduction of such letter of credit or cash escrow or payment out of the escrow, the City Engineer shall, in his/her discretion, but not later than fifteen (15) calendar days after request is made, recommend the amount of said letter of credit or cash escrow to be reduced or payment to be made out of the escrow, from time to time, as improvements are completed, upon approval of the Corporate Authorities of the City. The Owner/Developer hereby waives its option pursuant to 30 ILCS 550/3 and 65 ILCS 5/11-39-3 to utilize any type of security other than a Letter of Credit or cash escrow.

Acceptance. All of the public improvements contemplated herein shall, upon acceptance by the City, become the property of City and be integrated with the municipal facilities now in existence or hereinafter constructed and City thereafter agrees to maintain said public improvements. Acceptance of said public improvements shall be by a duly authorized resolution of the Corporate Authorities of the City only after the City Engineer has issued his Certificate of Inspection affirming the improvements have been constructed in accordance with the approved PUD Final Plan/Plat and the standards adopted by the City of St. Charles. Owner/Developer agrees to convey by appropriate instrument and City agrees to promptly accept, subject to terms hereof, the public improvements constructed in accordance with the approved PUD Final Plan/Plat and the standards adopted by the City of St. Charles.

VIII

MAINTENANCE OF IMPROVEMENTS AND COMMON AREAS

HOA's Maintenance of Private Areas. An HOA shall be established to assume responsibility for any improvements, open space, and/or common areas within the Territory, the HOA shall, at its sole cost and expense, maintain the improvements and areas without any modification, except as specifically approved by the City, in a first-rate condition at all times. In the event the City determines, in the City's sole and absolute discretion, that the HOA is not adequately maintaining, or has not adequately maintained, any improvement or area, the City shall have the right, but not the obligation, after ten (10) business days' prior written notice to the HOA, to enter on any or all of the residential portions of the Territory for the purpose of performing maintenance work on any affected improvement or area. In the event that the City shall cause to be performed any work pursuant to this Section VIII the City shall have the right to: (i) assess the membership of the HOA for that work; and (ii) file a lien against the property of the HOA or the property of any member failing to pay the assessment; (iii) enforce the lien in the manner provided by law for mortgage foreclosure proceedings; (iv) or to activate the dormant special service area. At no point shall the HOA have the right or ability to charge an assessment to the City for City owned property and rights-of-way located within the Territory.

IX

DAMAGE TO PUBLIC IMPROVEMENTS

The Owner/Developer shall replace and repair any damage to public improvements installed within, under or upon the Territory and for any public or private property that was damaged resulting from construction activities by Owner/Developer, Owner/Developer's successors or assigns and their employees, agents, contractors or subcontractors during the term of this Agreement. The Owner/Developer shall have no obligation hereunder with respect to damage resulting from ordinary usage, wear and tear.

X

EASEMENTS AND UTILITIES

The Owner/Developer agrees to grant to the City, and/or obtain grants to the City of all necessary easements on and offsite for the extension of sewer, water, street, or other utilities, including cable television, or for other improvements, subject to the provisions of the standards adopted by the City of St. Charles which may serve not only the Territory, but other real estate in the general area, if requested by the City in the future, in accordance with the Preliminary PUD Plan and Preliminary Engineering Plans. The extension of existing City provided water and sewer services shall be at the sole cost and expense of the Owner/Developer.

All such easements to be granted shall name the City and/or other appropriate entities designated by the City as grantee thereunder. It shall be the responsibility of the Owner/Developer to obtain all easements, both on site and off site, necessary to serve the Territory, in accordance with the Preliminary PUD Plans/Plat. The City agrees to cooperate and provide reasonable assistance to the Owner/Developer in the Owner/Developer's attempt to obtain all easements necessary to serve the Territory, in accordance with the Preliminary PUD

Plans/Plat, except that such reasonable assistance shall not include any financial assistance or require the City to expend any funds.

The Owner/Developer shall provide evidence of easement or right of way necessary for the utility extension to the Territory prior to PUD final plan/plat approval. The Owner/Developer shall submit a title commitment from Chicago Title Insurance Company, or any other licensed title company, naming the City as an additional insured to guarantee an easement for public utilities from the existing point of connection to the Territory.

All electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the Owner/Developer's option, upon approval of the respective utility company.

XI

GOVERNMENT INTERESTS SERVED

The Owner/Developer agrees that any and all contributions, dedications, donations, open space and easements provided for in this Agreement substantially advance legitimate governmental interests of the City and other local taxing bodies, including but not limited to, providing its residents, and in particular the future residents of the Territory, with access to and use of public facilities, libraries, schools, parks and recreational facilities, police protection, and emergency services. The Owner/Developer further agrees that the contributions, dedications, donations and easements required by this Agreement are uniquely attributable to, reasonably related to, and made necessary by the development of the Territory.

XII

APPROVAL OF PLATS AND PLANS

The City agrees to expeditiously take action to approve or disapprove all plats, plans, and engineering submitted to City by the Owner/Developer. If the City shall determine that any such submission is not in substantial accordance with this Agreement and applicable ordinances, the City shall promptly notify the Owner/Developer in writing of the specific objection to any such submission so that the Owner/Developer can make any required corrections or revisions.

XIII

CITY REPRESENTATIONS AS TO FURTHER ACTIONS

The City shall take all actions required and necessary to enable the City to fully carry out and perform the terms, covenants, agreements, duties, and obligations created and imposed by the terms and provisions hereof.

XIV

CONTINUITY OF OBLIGATIONS

Notwithstanding any provisions of this Agreement to the contrary including but not limited to the sale and/or conveyance of all or any part of the Territory by the Owner/Developer,

the Owner/Developer shall at all times during the term of this Agreement remain liable to the City for the faithful performance of all obligations imposed upon them by this Agreement until such obligations have been fully performed or until the City has otherwise released the Owner/Developer from any or all of such obligations.

XV

BINDING EFFECT TERM AND COVENANTS RUNNING WITH THE LAND

This Agreement shall remain in effect for a term of twenty (20) years as may be extended by any amendment hereto and shall be binding upon and inure to the benefit of the Parties hereto, successor owners of record of the Territory, and their respective assignees, lessees, and upon any successor municipal authorities of said City and successor municipalities, for a period of twenty (20) years from the date of the execution of this Agreement.

The terms and conditions of this Agreement relative to the payment of monies to the contributions to the City construction and/or dedication of public improvements, granting of easements to the City, dedication of rights-of-way to the City and the development standards established herein shall constitute covenants, which shall run with the land.

It is further agreed that any party to this Agreement, either in law or in equity, by suit, action, mandamus, or other proceeding may enforce or compel the performance of this Agreement, or have other such relief for the breach thereof as may be authorized by law or that by law or in equity is available to them.

XVI

NOTICES

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States Postal Service certified mail, postage prepaid and return receipt requested, as follows:

For the City:

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

For Owner/Developer:

V&M Investment and Remodeling Group, LLC
0N632 Gables Blvd.
Wheaton, Illinois 60187

XVII
SECURITY INTERESTS

The Owner/Developer shall provide the City with evidence satisfactory to the City that any mortgage, lien or any security interest, affecting title to the Territory or any part thereof are subject to this Agreement; and

If there are no mortgages, liens, or other security interests affecting title to the Territory or any part thereof, then the Owner/Developer shall affirmatively state so in said Petition(s) for Annexation, or by Affidavit as well as providing a written Title Commitment to the Territory.

XVIII
WARRANTIES AND REPRESENTATION

A. Owners.

The Owner/Developer represents and warrants to the City as follows:

That Owner/Developer is the Owner/Developer as legal title holder of the Territory; and

That the Owner/Developer proposes to develop the Territory in the manner contemplated under this Agreement; and

That other than the Owner/Developer, no other entity or person has any interest in the Territory or its Development as herein proposed; and

The Owner/Developer has done all things necessary and convenient and otherwise has fully complied with all applicable Illinois law in the annexation and rezoning of the property described in this Agreement; and

This Agreement is binding on and enforceable against the Owner/Developer who is signatory to this Agreement according to its terms; and

That the Owner/Developer has provided the legal description of the Territory set forth in this Agreement and the attached exhibits and that said legal description and exhibits are accurate and correct, to the best of the Owner/Developer's knowledge.

B. Developer.

Developer is the Owner of the Territory and plans to develop the Territory in the manner contemplated in this Agreement.

XIX

ENFORCEMENT

It is agreed that the Parties hereto may in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, which shall include the right of the Parties to recover a judgment for monetary damages against each other. Before any failure of any Party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, as provided below, the Party alleged to have failed to perform and performance shall be demanded. No breach of this Agreement shall be deemed to have occurred if diligent efforts to perform have commenced and continue to the satisfaction of the complaining Party within twenty-one (21) days of receipt of such notice.

This Agreement shall be enforceable in any court of competent jurisdiction by either of the Parties, or by any successor or successors in title or interest or by the assigns of the Parties. The Parties agree that any such action must be brought in the Circuit Court of DuPage County, Illinois, and that Illinois law will apply thereto.

Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms covenants, agreements, and conditions herein contained, or any of them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

XX

CITY APPROVAL OR DIRECTION

Where City approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the City unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met, unless such requirements are inconsistent with this Agreement. No approval sought by Owner/Developer shall be unreasonably withheld or denied.

XXI

SINGULAR AND PLURAL

Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

XXII

SECTION HEADINGS AND SUB-HEADINGS

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

XXIII
RECORDING

A copy of this Agreement and any amendments thereto shall be recorded by the City at the expense of the Owner/Developer within thirty (30) days after the execution hereof.

XXIV
AUTHORIZATION TO EXECUTE

The Mayor and Clerk of the City hereby warrant that they have been lawfully authorized by the Corporate Authorities of City to execute this Agreement. The Owner/Developer and City shall, upon request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, ordinances, partnership agreements, letters of direction or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective Parties.

XXV
AMENDMENTS

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them other than are herein set forth. No alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless in writing and signed by the parties hereto or their successors or assigns. However, this Agreement may be amended as to any portion of the Territory only by an Amendment executed by the City and by the Owner/Developer of record, of such portions of the Territory.

XXVI
COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

XXVII
CURING DEFAULT

It is understood by the Parties hereto that time is of the essence of this Agreement. The Parties reserve a right to cure any default hereunder within fifteen (15) business days from written notice of such default.

XXVIII
CONFLICT BETWEEN THE TEXT AND EXHIBITS

In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.

XXIX
SEVERABILITY

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such court shall determine that the City does not have the power to perform any such provisions, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve the City from performance under such invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve the City from performance under such invalid provision of this Agreement.

XXX
REIMBURSEMENT TO CITY FOR LEGAL AND OTHER FEES/EXPENSES

To Effective Date of Agreement. The Owner/Developer shall reimburse the City for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Territory.

Miscellaneous City expenses, such as, but not limited to, legal publication costs, recording fees, and copying expenses.

From and After Effective Date of Agreement. Except as provided in the paragraph immediately following this paragraph, upon demand by City made by and through its Mayor, the Owner/Developer from time to time shall promptly reimburse City for all enumerated reasonably attorney's fees and costs incurred by City in the administration of the Agreement and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances, and other documents required hereunder.

Such costs and expenses incurred by the City in the administration of the Agreement shall be evidence to the Owner/Developer upon its request, by a sworn statement of the City; and such costs and expenses may be further confirmed by the Owner/Developer at its option from additional documents relevant to determining such costs and expenses as designated from time to time by the Owner/Developer.

Owner/Developer shall in no event be required to reimburse City or pay for any expenses or costs of City as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by City ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against the Owner/Developer and/or the City, which relate to the validity or any terms of this Agreement or the Annexation of the Territory to the City, then, in that event, the Owner/Developer, upon written notice from City, shall assume, fully and vigorously, the entire defense of such lawsuit and the expenses of whatever nature relating thereto, provided, however:

The Owner/Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the City, which approval shall not be unreasonably withheld; and

If the City, in its sole discretion, determines there is or may probably be a conflict of interest between the City and the Owner/Developer, on an issue of importance to the City having a potentially substantial adverse effect on the City, then the City shall have the option of being represented by its own legal counsel. In the event the City exercises such option, then the Owner/Developer shall reimburse the City from time to time on written demand from the President of the City and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorney's fees and witnesses' fees and other expenses of litigation, incurred by the City in connection therewith.

In the event the City institutes legal proceedings against the Owner/Developer for violation of this Agreement, and secured a judgment in its favor, or by settlement, the Owner/Developer shall pay all expenses of such legal proceedings incurred by the City, including but not limited to, the court costs and reasonable attorney's fees, etc., incurred by the City in connection therewith.

XXXI

EFFECTIVENESS OF ANNEXATION AGREEMENT AND ORDINANCES

The parties agree that this Annexation Agreement and the Ordinances enacted by the City, in connection therewith shall not be effective until and unless (i) each of the owners of record of the Territory have conveyed to Owner/Developer those portions of the Territory owned by them and (ii) that the Owner/Developer is the Owner of the Territory and further agree that in the event any of the conveyances have not been made within thirty (30) days after the date hereof, then this Agreement and such Ordinances may be rescinded by the action of the Corporate Authorities, whereupon they shall not be effective and shall be of no further force and effect and shall be null and void.

XXXII

LIABILITY

The Parties acknowledge and agree that the individuals who are members of the group constituting the Corporate Authorities of the City and the Corporate Authorities of the Owner/Developer are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

CITY OF ST. CHARLES
An Illinois Municipal Corporation

By: _____
Mayor Raymond P. Rogina

ATTEST:

By: _____
City Clerk Charles Amenta

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Raymond P. Rogina, personally known to me to be the Mayor of the City of St. Charles, and Charles Amenta, personally known to me to be the City Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed hereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2020.

Notary Public

My commission expires on _____.

Owner/Developer:

V&M INVESTMENT AND REMODELING GROUP, LLC,
An Illinois limited liability company

By _____
VITO MULLI

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Vito Muilli, personally known to me the same person whose name is subscribed to the foregoing instrument appeared before me this day appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2020.

Notary Public

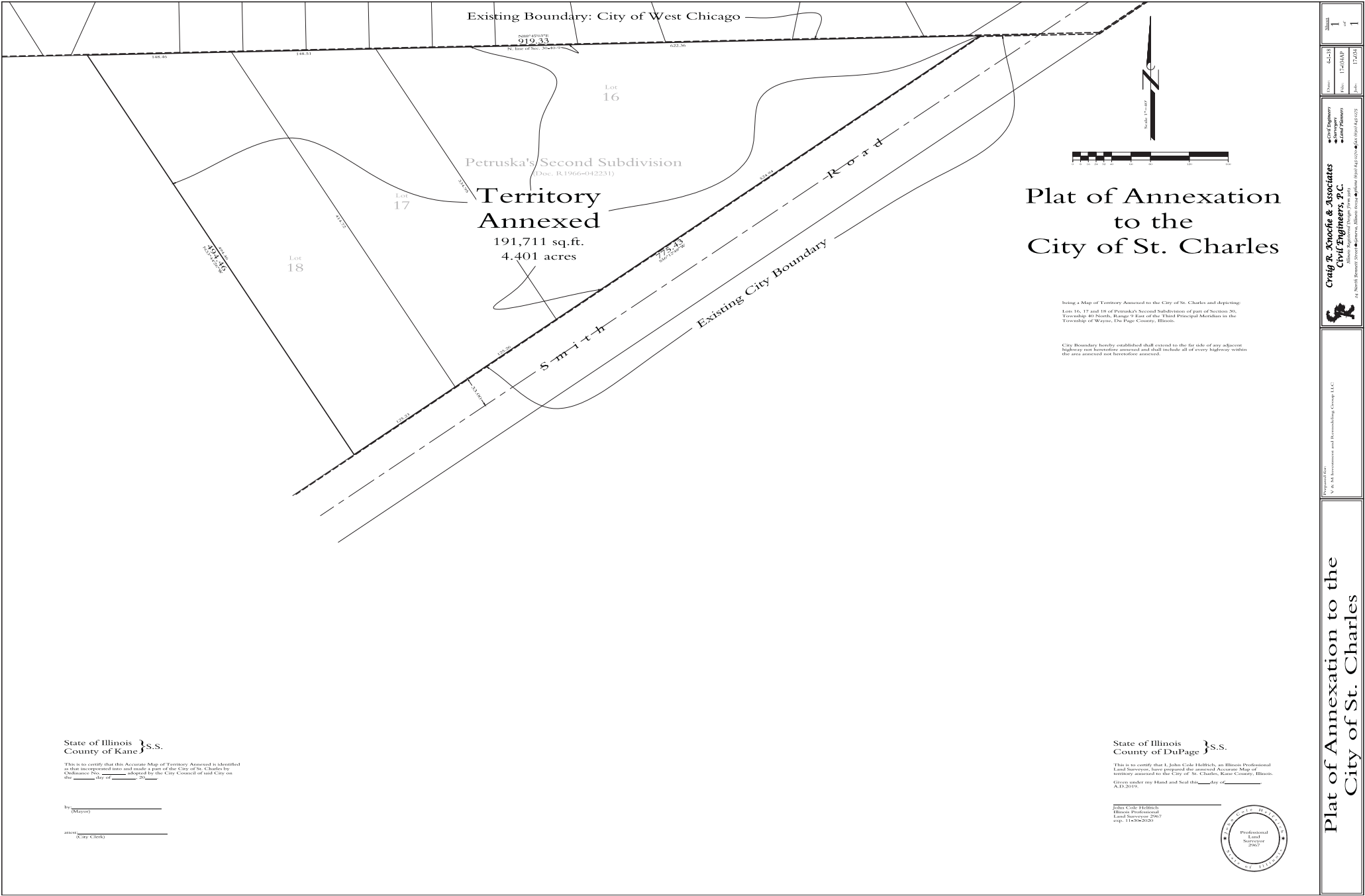
My commission expires on _____.

EXHIBIT A

LEGAL DESCRIPTION

LOTS 16, 17 AND 18 IN PETRAUSKAS' SECOND SUBDIVISION OF PART OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 1966 AS DOCUMENT R66-42231, IN DUPAGE COUNTY, ILLINIOS.

EXHIBIT B
PLAT OF ANNEXATION



State of Illinois } S.S.
County of Kane }

This is to certify that this Accurate Map of Territory Annexed is identified as that incorporated into and made a part of the City of St. Charles by Ordinance No. _____ adopted by the City Council of said City on the _____ day of _____, 20____.

by _____
(Mayor)

attest _____
(City Clerk)

State of Illinois } S.S.
County of DuPage }

This is to certify that I, John Cole Helrich, an Illinois Professional Land Surveyor, have prepared the annexed Accurate Map of territory annexed to the City of St. Charles, Kane County, Illinois. Given under my Hand and Seal this _____ day of _____, A.D. 2019.

John Cole Helrich
Illinois Professional
Land Surveyor 2967
exp. 11-30-2020



Plat of Annexation to the
City of St. Charles

Prepared For:
M & M Investment and Leasing Group LLC



Craig P. Knefel & Associates
Civil Engineers, P.C.
24 North Bennett Street
St. Charles, Illinois 60154
Tel: 630.575.1100 Fax: 630.575.1101

• Civil Engineers
• Surveyors
• Land Planners

Sheet
1
of
1

Date: 4-12-19
Scale: 1"=40'
Title: 17-034

EXHIBIT C
PUD ORDINANCE

City of St. Charles, Illinois
Ordinance No. 2019-Z-

**An Ordinance Granting Approval of a Map Amendment, Special Use for
Planned Unit Development, PUD Preliminary Plan, and Final Plat of
Subdivision for Brooke Toria Estates**

WHEREAS, on or about June 1, 2018, V&M Investment and Remodeling Group, LLC (the “Applicant”) filed petitions for: 1) Map Amendment from RE-1 Single-Family Estate District to RS-4 Suburban Single-Family Residential District; 2) Special Use for Planned Unit Development; 3) PUD Preliminary Plan; and 4) Final Plat of Subdivision, all for the real estate legally described on Exhibit “A” attached hereto and incorporated herein (the “Subject Property”), for the purpose of developing a 16-lot residential subdivision; and,

WHEREAS, Notice of Public Hearing on said petitions for Map Amendment and Special Use for Planned Unit Development was published on or about June 29, 2018 in a newspaper having general circulation within the City, to-wit, the Daily Herald newspaper, as required by the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, pursuant to said Notice, the Plan Commission conducted a public hearing on or about July 17, 2018 and August 7, 2018 on said petitions in accordance with the statutes of the State of Illinois and the ordinances of the City; and,

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

WHEREAS, the Plan Commission recommended approval of said Map Amendment, Special Use for Planned Unit Development, PUD Preliminary Plan, and Final Plat of Subdivision petitions on or about August 7, 2018; and,

WHEREAS, the Planning & Development Committee of the City Council recommended approval of said petitions on or about August 13, 2018; and,

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

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

1. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Ordinance as though fully set out in this Section 1.

2. That passage of this Ordinance shall constitute approval of the petition for a Map Amendment for the Subject Property from the RE-1 Single-Family Estate District to the RS-4 Suburban Single-Family Residential District, and the Findings of Fact for Map Amendment

attached hereto and incorporated herein as Exhibit “B” are expressly adopted by the corporate authorities of the City.

3. That passage of this Ordinance shall constitute approval of a Special Use for Planned Unit Development pursuant to the provisions of Title 17 of the St. Charles Municipal Code, as amended, and based upon the Applicant’s petitions and the evidence presented at the Public Hearing, the City Council hereby finds that the Special Use for Planned Unit Development is in the public interest and adopts the Criteria for Planned Unit Developments, set forth on Exhibit “C”, which is attached hereto and incorporated herein.

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

- Final Engineering Plans; Craig R. Knoche & Associates; revisions dated 10/28/2019
- Landscape Plan, McCallum Associates; revisions dated 3/11/2019

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

- Plat of Resubdivision – Brooke Toria Estates of St. Charles; Craig R. Knoche & Associates; dated 10/30/2019

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

- a. Zoning: The Subject Property shall be subject to the requirements of the RS-4 Suburban Single-Family Residential District, as amended, and all other applicable requirements of the St. Charles Zoning Ordinance, as amended, except as specifically varied in the “PUD Deviations” attached hereto and incorporated herein as Exhibit “F”.

- b. Landscape Buffers:

1. Northern Landscape Buffer: A 30 foot wide landscape buffer along the northern property lines of Lots 9-16 as identified on the Final Plat of Subdivision shall be provided. The buffer shall consist of vegetation which provides opaque, year-round screening to a height of 6 ft. above the grade of the common property line, in accordance with Section 17.26.070

“Landscape Buffers”. Should existing vegetation be removed within the landscape buffer, plantings shall be added if necessary to provide the required screening. Should the landscape buffer be cleared of vegetation, plantings shall be installed in accordance with the Landscape Plan.

2. Smith Road Landscape Buffer: A 5 foot wide landscape buffer along the rear property lines of lots backing up to Smith Road (Lots 1-5 & 16) shall be provided, as depicted on the PUD Preliminary Plan. This area shall be planted in accordance with the Landscape Plan.
- c. Fence: The fence within the rear yards of lots backing up to Smith Road (Lots 1-5 & 16) shall be of a uniform height and design, as shown on the PUD Preliminary Plan.
- d. Owners’ Association: The Applicant shall create one or more Owners’ Associations and create a Declaration of Covenants, Conditions & Restrictions that clearly identifies all responsibilities of the Owners Associations with respect to the use, maintenance and continued protection of the common open space and improvements in the Subject Property, including, but not limited to, the landscape buffers, stormwater detention facilities, development identification sign, entrance island landscaping, fence along Smith Road, and the private storm sewer. Such Declaration shall be in a form reasonably acceptable to the City and shall be recorded immediately following the recording of the Final Plat of Subdivision for the Subject Property.
- e. Special Service Area: Following a recording of the Final Plat of Subdivision, the City shall initiate the formation of a Special Service Area for the purpose of maintaining and repairing stormwater management facilities and other facilities serving the Subject Property. Such Special Service Area shall be of perpetual duration with a maximum rate sufficient to provide for maintenance, repair, and reconstruction of such facilities. Such Special Service Area may provide for maintenance by the City in the event that stormwater management facilities or other facilities are not adequately maintained by the Owner or successors.
- f. School and Park Contributions: The Park and School contributions shall be provided by the Applicant as cash in lieu of land contribution in accordance with the provisions of Title 16 of the St. Charles Municipal Code, as the same may be amended from time to time.
- g. Inclusionary Housing: The Inclusionary Housing contribution shall be provided by the Applicant as a cash in lieu of affordable units in accordance with the provisions of Title 19 of the St. Charles Municipal Code, as the same may be amended from time to time.

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

and with a general circulation within the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 16th day of December, 2019.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 16th day of December, 2019.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 16th day of December, 2019.

Raymond P. Rogina, Mayor

Attest:

Charles Amenta, City Clerk

Vote:

Ayes:

Nays:

Absent:

Abstain:

Date:_____

EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 16, 17 AND 18 IN PETRAUSKAS' SECOND SUBDIVISION OF PART OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 1966 AS DOCUMENT R66-42231, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT “B”

FINDINGS OF FACT FOR MAP AMENDMENT

1. The existing uses and zoning of nearby property.

Existing R-4 in DuPage County currently vacant. Surrounding use is single-family attached and single-family detached.

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

Proposed use is contiguous to existing single-family.

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

Property is vacant and unable to be used for any productive purpose.

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

Property is unable to be developed in the county without utilities provided by St. Charles.

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

Property has never been developed and has remained vacant.

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

Strong need for single-family and is permitted by St. Charles Ordinance 2014-M-31.

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

Proposed amendment is authorized by St. Charles Ordinance 2014-M-31

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

Property is currently outside the corporate limits of St. Charles.

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

Proposed development is consistent with St. Charles Ordinance 2014-M-31.

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

Proposed development will provide access to strong demand for single-family housing.

EXHIBIT “C”

CRITERIA FOR PLANNED UNIT DEVELOPMENTS

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

Developer intends on constructing single-family homes for an aging population to accommodate current demand.

- ii. The proposed PUD and PUD Preliminary Plans conform to the requirements of the underlying zoning district or districts in which the PUD is located and to the applicable Design Review Standards contained in Chapter 17.06, except where:**
 - A. Conforming to the requirements would inhibit creative design that serves community goals, or**
 - B. Conforming to the requirements would be impractical and the proposed PUD will provide benefits that outweigh those that would have been realized by conforming to the applicable requirements.**

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

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

The buildings within the PUD offer high quality architectural design. The PUD provides affordable dwelling units in conformance with or in excess of city policies and ordinances.

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

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

There is a strong demand for new construction of single-family homes.

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

Engineering site plans identify existing utilities.

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

The development has no effect on nearby property since it adjoins existing single-family.

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

Proposed use is adjoining existing single-family.

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

Proposed subdivision is compatible with adjoining single-family.

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

Development will be constructed and designed in accordance with existing codes except for requested lot variances.

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

There is a strong demand for single-family homes in St. Charles and will accommodate empty nesters.

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

The proposed PUD is single-family as authorized by city of St. Charles ordinance 2014-M-31.

EXHIBIT “D”

**PUD PRELIMINARY PLAN
(20 pages)**

RESIDENTIAL DEVELOPMENT

SMITH ROAD ST. CHARLES, ILLINOIS

PREPARED FOR

V&M INVESTMENT & REMODELING GROUP, LLC
0N632 GABLES BLVD
WHEATON, ILLINOIS



DRAWINGS INDEX			
		REV	DATE
C0.1	TITLE & INDEX SHEET	6	10/28/19
C0.2	EXISTING CONDITIONS & DEMOLITION PLAN	2	10/17/18
C1.1	SITE PLAN	4	2/26/19
C1.2	TRUCK TURNING EXHIBIT	4	2/26/19
C2.1	GRADING PLAN	5	5/13/19
C2.2	STORMWATER POLLUTION PREVENTION PLAN	4	2/26/19
C2.3	SWPPP DETAILS	0	4/30/18
C2.4	FAITH LANE PLAN & PROFILE	4	2/26/19
C3.1	UTILITY PLAN	6	10/28/19
C3.2	SANITARY PROFILE	6	10/28/19
C3.3	WATERMAIN PROFILE	6	10/28/19
L1.0	LANDSCAPE PLAN	4	2/26/19
SL3.0	PHOTOMETRIC PLAN	4	2/26/19
SL3.1	SPECIFICATION SHEET	4	2/26/19
C6.1	MAINTENANCE OF TRAFFIC PLAN	0	10/28/19
C6.2	MAINTENANCE OF TRAFFIC PLAN	0	10/28/19
C7.1	GENERAL NOTES & SPECIFICATIONS	3	1/21/19
C7.2	SITE DETAILS	4	2/26/19
C7.3	UTILITY DETAILS	4	2/26/19
C7.4	IDOT DETAILS	0	10/28/19
	LATEST REVISION	6	10/28/19

CONTACTS	
CITY OF ST. CHARLES 2 EAST MAIN STREET ST. CHARLES, IL 60174	
COMMUNITY & ECONOMIC DEVELOPMENT RITA TUNGARE - DIRECTOR	(630) 377-4443
PLANNING DIVISION RUSSELL COLBY - COMMUNITY DEVELOPMENT DIVISION MANAGER	(630) 377-4443
PUBLIC WORKS PETER SUHR - DIRECTOR	(630) 377-4405
KAREN YOUNG - ASSISTANT DIRECTOR OF PW-ENGINEERING	(630) 377-4486

BENCHMARKS	
BENCHMARK #1-RM OF XVV THAT IS ON THE SOUTH SIDE OF SMITH ROAD JUST TO THE SOUTHWEST OF PHEASANT TRAIL, APPROX. 228' SOUTHWEST OF THE SITE'S SOUTHWEST PROPERTY CORNER. ELEVATION: 762.52	
BENCHMARK #2-RM OF XSMITH ON THE SOUTH SIDE OF SMITH ROAD, JUST EAST OF PHEASANT TRAIL, APPROX. 93' SOUTHWEST OF THE SITE'S SOUTHWEST PROPERTY CORNER. ELEVATION: 760.34	
ALL ELEVATIONS ARE NAVD83 UNLESS OTHERWISE STATED, REFER TO C0.2 FOR BENCHMARK LOCATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL BENCHMARKS.	

DRAINAGE OVERLAY CERTIFICATE	
STATE OF ILLINOIS } S.S. COUNTY OF DUPAGE }	
TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE SHADINGS OF SURFACE MATERIALS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, CO. THAT IF SUCH SURFACE MATERIALS WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DISPOSAL OF SUCH SURFACE MATERIALS WITHIN THE PUBLIC RIGHT-OF-WAY. THE SUBDIVISION HAS A RIGHT TO USE, AND THAT SUCH SURFACE MATERIALS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJACENT LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJACENT PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.	
DATED THIS _____ DAY OF _____, 2019	
LICENSED REGISTERED PROFESSIONAL ENGINEER	OWNER OR ATTORNEY FOR OWNER
260-244660	
STATE REGISTRATION NUMBER	

WARNING CALL

Call 48 hours
before you dig
(Excluding
Sat., Sun. &
Holidays)



Operates
24 hours a day
365 days a year

BEFORE YOU DIG

CONTRACTORS SHALL CALL J.U.L.I.E.
BEFORE START OF CONSTRUCTION.
CALL LOCAL AMERITECH OFFICE FOR
LOCATIONS OF FIBEROPTIC CABLES.
J.U.L.I.E. DOES NOT MARK THESE
LOCATIONS.

REVISIONS					
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
6	10/28/19	PER CITY COMMENTS			
5	10/17/18	PER CITY COMMENTS			
1	8/29/18	PER CITY COMMENTS			

TITLE & INDEX
SHEET

RESIDENTIAL DEVELOPMENT
SMITH ROAD
ST. CHARLES, ILLINOIS

1 HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY
SUPERVISION AND TO THE BEST OF MY KNOWLEDGE COMPLY WITH
THE CODES AND ORDINANCES OF THE CITY OF ST. CHARLES.
LICENSE EXPIRATION: NOVEMBER 30, 2019

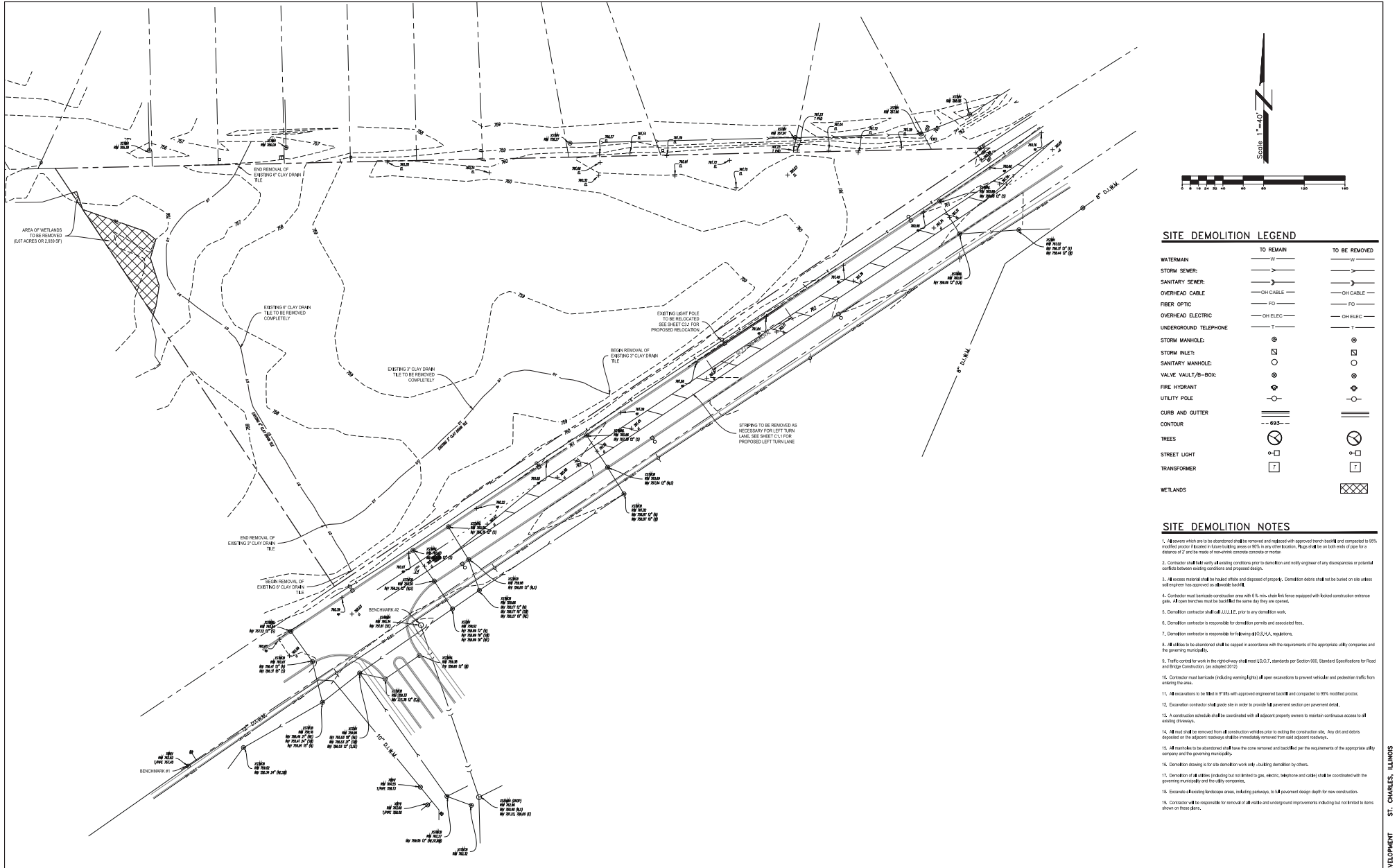


Craig Z. Knoche & Associates • Civil Engineers
Civil Engineers, P.C. • Surveyors
24 N. Summit Street • Glenview, IL 60045 • phone (847) 849-2270 • fax (847) 849-2272

DATE: 4/30/18
FILE: 17-034 C01
JOB NO: 17-034
SHEET NO.

C0.1

RESIDENTIAL DEVELOPMENT ST. CHARLES, ILLINOIS



SITE DEMOLITION LEGEND

	TO REMAIN	TO BE REMOVED
WATERMAIN	—W—	—W—
STORM SEWER	—S—	—S—
SANITARY SEWER	—SS—	—SS—
OVERHEAD CABLE	—OH CABLE—	—OH CABLE—
FIBER OPTIC	—FO—	—FO—
OVERHEAD ELECTRIC	—OH ELEC—	—OH ELEC—
UNDERGROUND TELEPHONE	—T—	—T—
STORM MANHOLE:	⊗	⊗
STORM INLET:	⊙	⊙
SANITARY MANHOLE:	○	○
VALVE VAULT/B=BOX:	⊕	⊕
FIRE HYDRANT	⊙	⊙
UTILITY POLE	⊙	⊙
CURB AND GUTTER	=====	=====
CONTOUR	-- 69.5 --	
TREES	⊗	⊗
STREET LIGHT	□	□
TRANSFORMER	⌈	⌈
WETLANDS		⊗

SITE DEMOLITION NOTES

- All items which are to be abandoned shall be removed and replaced with approved trench backfill and compacted to 95% modified proctor finished in turn of the area or 90% in any other location. Trench shall be on both ends of pipe for a distance of 2' and be made of non-hydrate concrete or mortar.
- Contractor shall notify all existing conditions prior to demolition and notify engineer of any discrepancies or potential conflicts between existing conditions and proposed design.
- All access material shall be hauled offsite and disposed of properly. Demolition debris shall not be buried on site unless sub-engineer has approved an alternate method.
- Contractor must barricade construction area with 6 ft. max. chain-link fence equipped with locked construction entrance gate. All open trenches must be backfilled the same day they are opened.
- Demolition contractor shall follow all LULUE prior to any demolition work.
- Demolition contractor is responsible for obtaining all permits and associated fees.
- Demolition contractor is responsible for following all OSHA regulations.
- All utilities to be abandoned shall be capped in accordance with the requirements of the appropriate utility companies and the governing municipality.
- Traffic control for work in the right-of-way shall meet LULUE standards per Section 900, Standard Specifications for Road and Bridge Construction, (as adopted 2012).
- Contractor must barricade (including warning lights) all open excavations to prevent vehicular and pedestrian traffic from entering the area.
- All excavations to be 18" or less with approved engineered backfill and compacted to 95% modified proctor.
- Excavation contractor shall grade site in order to provide full pavement section per pavement design.
- A construction schedule shall be coordinated with all adjacent property owners to maintain continuous access to all existing driveways.
- All materials shall be removed from all construction vehicles prior to exiting the construction site. Any dirt and debris deposited on the adjacent roadway shall be immediately removed from road adjacent roadway.
- All materials to be abandoned shall have the same removed and backfilled per the requirements of the appropriate utility company and the governing municipality.
- Demolition drawing is for site demolition work only - building demolition by others.
- Demolition of all utilities (including but not limited to gas, electric, telephone and cable) shall be coordinated with the governing municipality and the utility companies.
- Excavate all existing landscape areas, including patios, to full pavement design depth for new construction.
- Contractor shall be responsible for removal of all mobile and underground improvements including but not limited to items shown on these plans.

REVISIONS		
NO.	DATE	DESCRIPTION
2	10/17/18	PER CITY COMMENTS
1	8/29/18	PER CITY COMMENTS

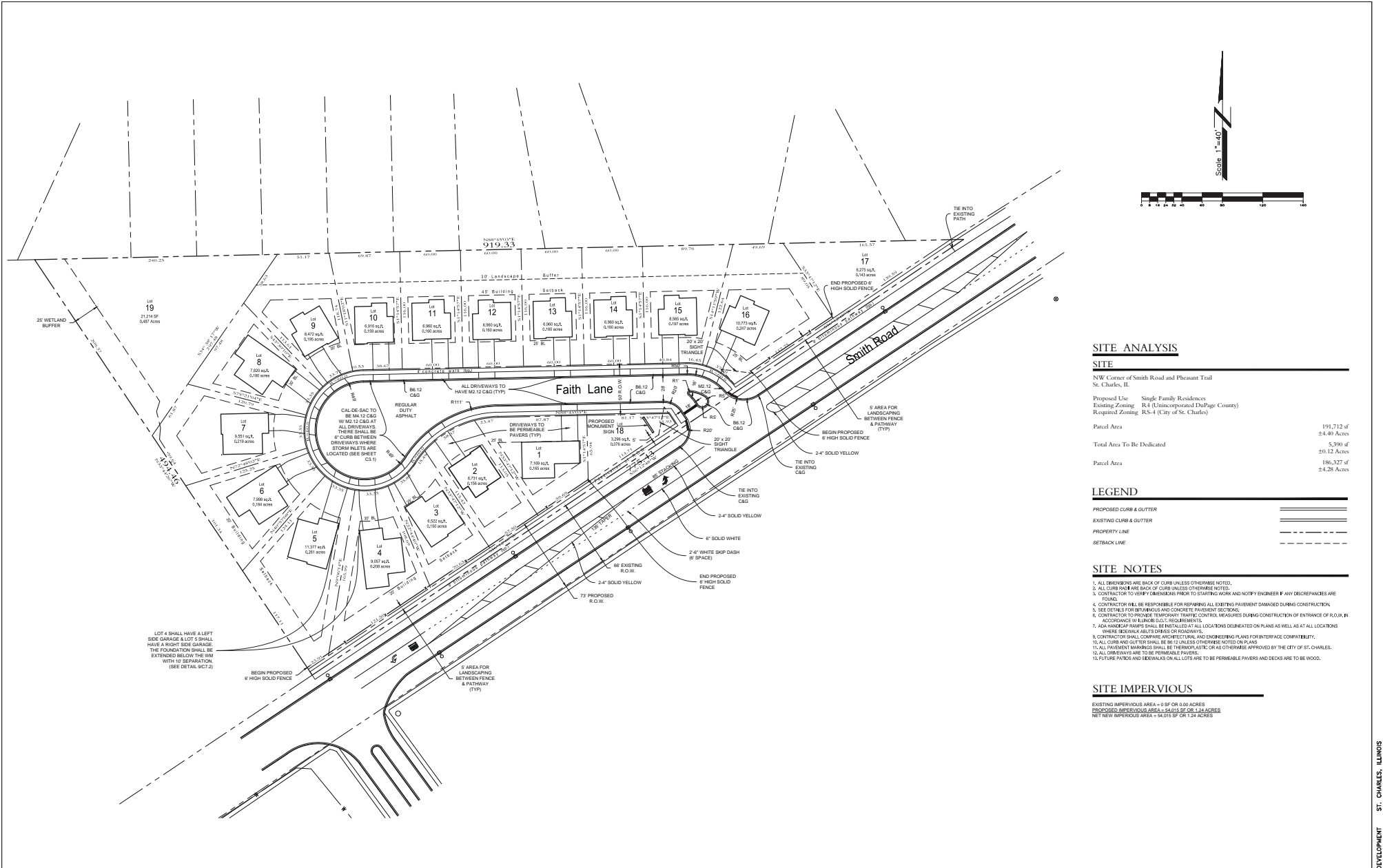
NO.	DATE	DESCRIPTION

EXISTING CONDITIONS
& DEMOLITION PLAN

RESIDENTIAL DEVELOPMENT
SMITH ROAD
ST. CHARLES, ILLINOIS

Craig R. Knoche & Associates, Inc.
Civil Engineers, P.C.
1116 Commerce Drive • Geneva, IL 60134 • Phone (630) 449-1270 • Fax (630) 449-1279

DATE: 4/30/18
FILE: 17-034 C02
JOB NO: 17-034
SHEET NO: C0.2



SITE ANALYSIS

SITE	
NW Corner of Smith Road and Phasant Trail St. Charles, IL	
Proposed Use	Single Family Residences
Existing Zoning	R-4 (Unincorporated DuPage County)
Required Zoning	RS-4 (City of St. Charles)
Parcel Area	191,712 sf \$4.40 Acres
Total Area To Be Dedicated	5,390 sf \$0.12 Acres
Parcel Area	186,322 sf \$4.28 Acres

LEGEND

PROPOSED CURB & GUTTER	=====
EXISTING CURB & GUTTER	=====
PROPERTY LINE	-----
SETBACK LINE	-----

SITE NOTES

1. ALL DIMENSIONS ARE BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURB R&R ARE BACK OF CURB UNLESS OTHERWISE NOTED.
3. CONTRACTOR TO VERIFY DIMENSIONS PRIOR TO STARTING WORK AND NOTIFY ENGINEER IF ANY DISCREPANCIES ARE FOUND.
4. CONTRACTOR WILL BE RESPONSIBLE FOR REPAIRING ALL EXISTING PAVEMENT DAMAGED DURING CONSTRUCTION.
5. SEE DETAIL FOR RETAINING AND CONCRETE PAVEMENT SECTIONS.
6. CONTRACTOR TO PROVIDE TEMPORARY TRAFFIC CONTROL MEASURES DURING CONSTRUCTION OF ENTRANCE OF FLOOR IN ACCORDANCE WITH ILLINOIS DOT REQUIREMENTS.
7. ADA HANDICAP RAMPS SHALL BE INSTALLED AT ALL LOCATIONS Delineated ON PLANS AS WELL AS AT ALL LOCATIONS WHERE SIDEWALK ABUTS CORNER OR ROADWAYS.
8. CONTRACTOR SHALL COMPILE ARCHITECTURAL AND ENGINEERING PLANS FOR INTERFACE COMPATIBILITY.
9. ALL CURB AND GUTTER SHALL BE 36" WIDE UNLESS OTHERWISE NOTED ON PLANS.
10. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC OR AS OTHERWISE APPROVED BY THE CITY OF ST. CHARLES.
11. ALL DRIVEWAYS ARE TO BE PERMEABLE PAVING.
12. FUTURE PATIOS AND SIDEWALKS ON ALL LOTS ARE TO BE PERMEABLE PAVING AND DECKS ARE TO BE WOOD.

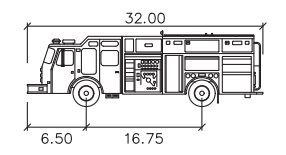
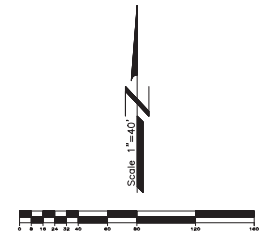
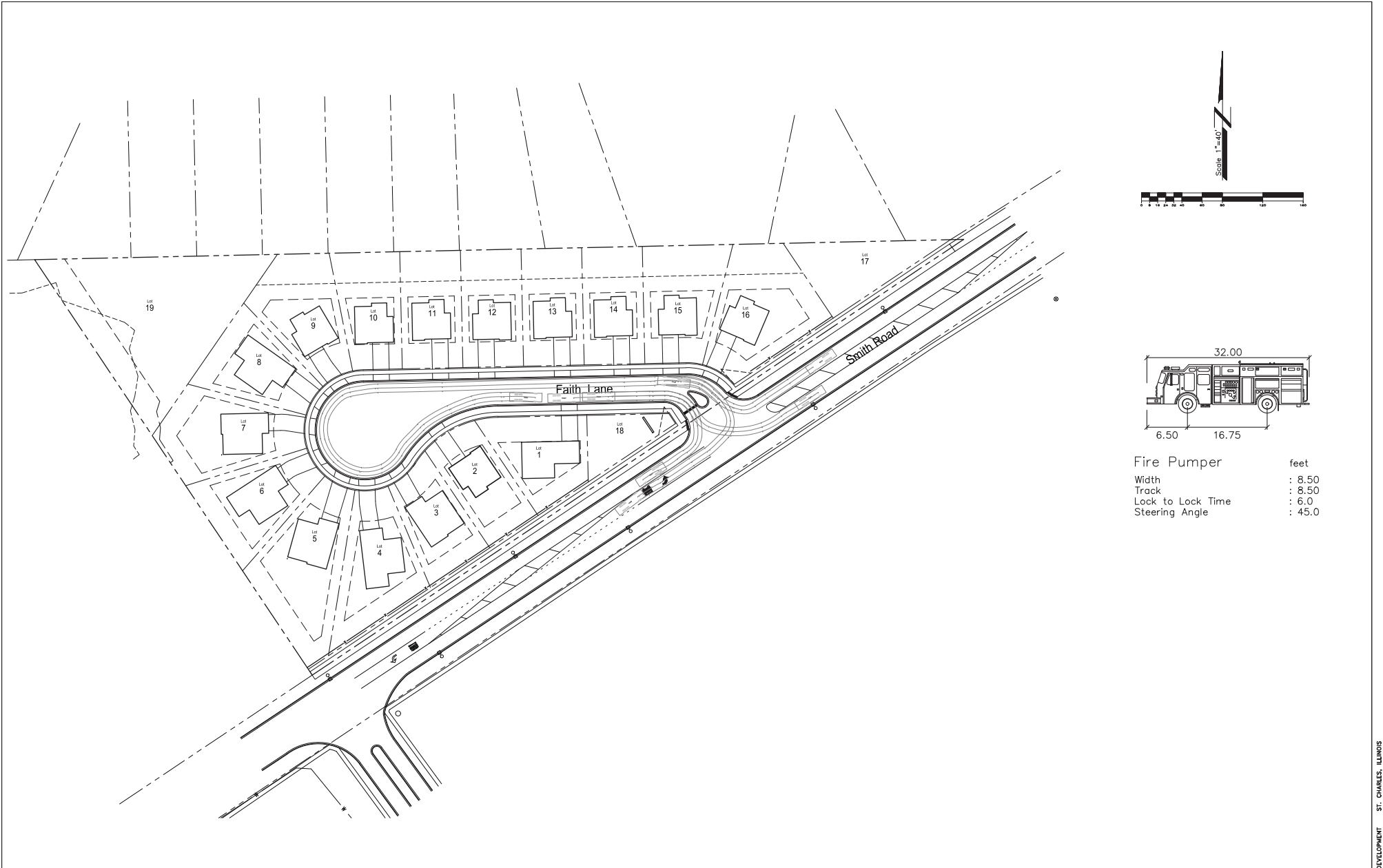
SITE IMPERVIOUS

EXISTING IMPERVIOUS AREA = 0 SF OR 0.00 ACRES
PROPOSED IMPERVIOUS AREA = 54,015 SF OR 1.24 ACRES
NET NEW IMPERVIOUS AREA = 54,015 SF OR 1.24 ACRES

REVISIONS		NO. DATE DESCRIPTION	
4	2/28/19	PER CITY COMMENTS	
3	10/17/18	PER CITY COMMENTS	
1	8/29/18	PER CITY COMMENTS	

SITE PLAN		RESIDENTIAL DEVELOPMENT	
SMITH ROAD		ST. CHARLES, ILLINOIS	

Craig R. Knoche & Associates		DATE: 4/30/18	C1.1
Civil Engineers, P.C.		FILE: 17-034 C10	
11th Commerce Drive • Geneva, IL 60134 • phone (630) 449-2270 • fax (630) 449-2272		JOB NO: 17-034	



Fire Pumper feet
 Width : 8.50
 Track : 8.50
 Lock to Lock Time : 6.0
 Steering Angle : 45.0

REVISIONS					
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
4	2/26/19	PER CITY COMMENTS			
3	10/17/18	PER CITY COMMENTS			

TRUCK TURNING
 EXHIBIT

RESIDENTIAL DEVELOPMENT
 SMITH ROAD
 ST. CHARLES, ILLINOIS

Craig R. Knoche & Associates • Civil Engineers
Civil Engineers, P.C. • Land Planners

1116 Commerce Drive • Geneva, IL 60134 • phone (630) 449-1270 • fax (630) 449-1272

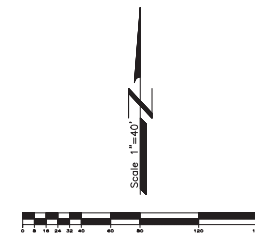
DATE: 8/28/18

FILE: 17-034 C10

JOB NO: 17-034

SHEET NO:

C1.2

[illegible]

<div style="text-align: center;"> <h1>GRADING PLAN</h1> </div>	<div style="text-align: center;"> <h2>RESIDENTIAL DEVELOPMENT</h2> <h3>SMITH ROAD</h3> <h3>ST. CHARLES, ILLINOIS</h3> </div>	<div style="text-align: center;">  <h3>Craig R. Knoche & Associates</h3> <h3>Civil Engineers, P.C.</h3> <p>1116 Commerce Drive • Geneva, IL 60134 • Phone (630) 842-2270 • Fax (630) 842-2272</p> </div>	DATE: 4/30/18 FILE: 17-034 C20 JOB NO: 17-034	C2.1 SHEET NO.

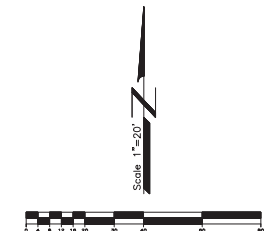
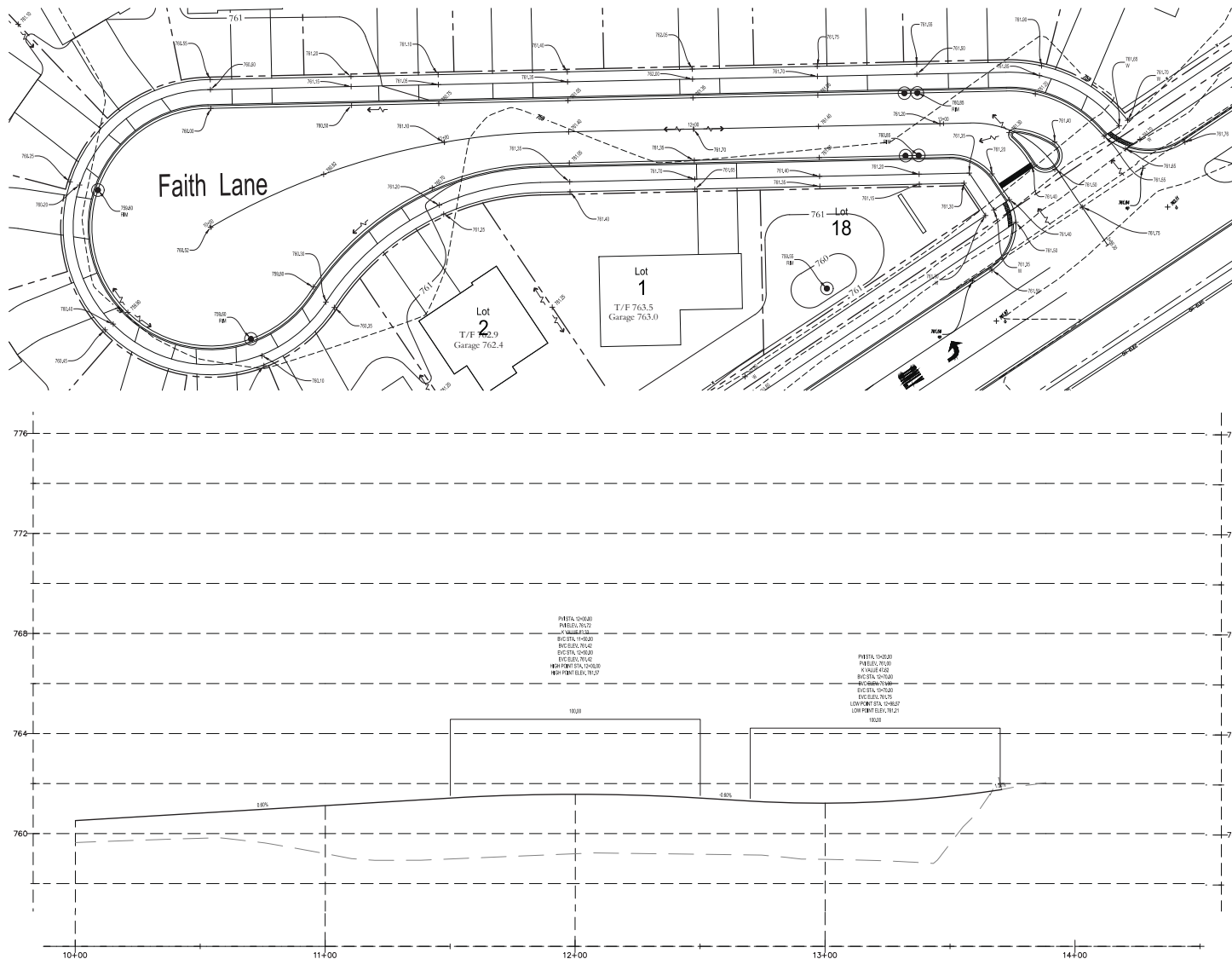


GRADING NOTES

- Strocks & Associates** • Civil Engineers
Engineers, P.C. • Surveyors
General, 11000 N. 11th Street, Suite 100, Phoenix, AZ 85020 • Land Planners
- | | |
|-------|----------|
| DATE: | 4/30/01 |
| FILE: | 17-034 C |

RESIDENTIAL DEVELOPMENT
SMITH ROAD
ST. CHARLES, ILLINOIS


Craig R. Knoche & Associates • Civil Engineers
Civil Engineers, P.C. • Land Planners
 1181 Commerce Drive • Geneva, IL 60134 • phone (815) 845-1270 • fax (815) 845-1275



LEGEND	
EXISTING	PROPOSED
PAVEMENT GRADE	+45.00
WALK GRADE	+45.00
BACK OF CURB GRADE	+45.00
GROUND GRADE	+45.00
RM GRADE	+45.00
STORM STRUCTURE	⊙
CONTOURS	— 475 —
EMERGENCY OVERFLOW	→
FLOW DIRECTION	→
RODGLINES	—
REVERSE CURB	~

- GRADING NOTES**
1. GENERAL CONTRACTOR SHALL VERIFY EXISTING CONTOURS AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
 2. THE GENERAL CONTRACTOR SHALL SPREAD SPREADS FROM EXISTING CONTRACTOR WORK TO MAINTAIN THE SITE TO THE EXTENT POSSIBLE.
 3. EROSION CONTROL MEASURES SHALL BE PLACED ON EACH EXISTING STRUCTURE. EROSION CONTROL MEASURES SHALL BE PLACED ON EACH EXISTING STRUCTURE. EROSION CONTROL MEASURES SHALL BE PLACED ON EACH EXISTING STRUCTURE. EROSION CONTROL MEASURES SHALL BE PLACED ON EACH EXISTING STRUCTURE.
 4. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR EROSION CONTROL MEASURES. CONTRACTOR SHALL INSTALL EROSION CONTROL MEASURES PRIOR TO THE START OF CONSTRUCTION AND MAINTAIN SUCH MEASURES UNTIL EROSION CONTROL MEASURES ARE NO LONGER REQUIRED. THE GENERAL CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES UNTIL EROSION CONTROL MEASURES ARE NO LONGER REQUIRED.
 5. THE CONTRACTOR RESPONSIBLE FOR THE INSTALLATION OF EROSION CONTROL MEASURES SHALL MAINTAIN ALL EROSION CONTROL MEASURES UNTIL EROSION CONTROL MEASURES ARE NO LONGER REQUIRED. THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES UNTIL EROSION CONTROL MEASURES ARE NO LONGER REQUIRED.
 6. ADDITIONAL EROSION CONTROL MEASURES SHALL BE INSTALLED WHERE REQUIRED TO PREVENT EROSION. THE GENERAL CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES UNTIL EROSION CONTROL MEASURES ARE NO LONGER REQUIRED.
 7. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE OWNER AND INSPECTOR IN WRITING OF ANY ADDITIONAL SOURCES OF EROSION CONTROL MEASURES. THE GENERAL CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES UNTIL EROSION CONTROL MEASURES ARE NO LONGER REQUIRED.
 8. SEE SOILS REPORTS FOR TESTING REQUIREMENTS. THE FINAL SOILS REPORTS ARE DATED AS FOLLOWS: ONE REPORT AND SOILS REPORTS PREPARED BY TERRACON DATED 08/11/2017.
 9. ALL FILL AND BACKFILL SHALL BE PLACED IN LIFTS OF 4" OR LESS IN EACH THICKNESS.
 10. ALL FILL AREAS SHALL BE PLACED AND COMPACTED AS STRUCTURAL FILL. WHEN TO RECOVER FILL SHALL BE REQUIRED TO A MINIMUM DEPTH OF 12" AND PROTECTIVE FILL TO EXISTING FILL SHALL BE REQUIRED. FILL SHALL BE REQUIRED TO A MINIMUM DEPTH OF 12" AND PROTECTIVE FILL TO EXISTING FILL SHALL BE REQUIRED.
 11. FOR EROSION CONTROL MEASURES, THE UPPER 12" OF BURIED AREAS SHALL BE COMPACTED TO A MINIMUM OF 90% OF THE MAXIMUM DRY DENSITY WATER SATE. STANDARD PROVISIONS FOR EROSION CONTROL MEASURES SHALL BE REQUIRED TO A MINIMUM DEPTH OF 12" AND PROTECTIVE FILL TO EXISTING FILL SHALL BE REQUIRED.
 12. FOR EROSION CONTROL MEASURES, THE UPPER 12" OF BURIED AREAS SHALL BE COMPACTED TO A MINIMUM OF 90% OF THE MAXIMUM DRY DENSITY WATER SATE. STANDARD PROVISIONS FOR EROSION CONTROL MEASURES SHALL BE REQUIRED TO A MINIMUM DEPTH OF 12" AND PROTECTIVE FILL TO EXISTING FILL SHALL BE REQUIRED.
 13. IMPORTED MATERIAL, IF REQUIRED, SHALL BE FREE OF ORGANIC MATERIAL AND DEBRIS, AND SHALL BE A CLEAN, WORKABLE, 3" OR LESS CLAY. IMPORTED MATERIAL, IF REQUIRED, SHALL BE FREE OF ORGANIC MATERIAL AND DEBRIS, AND SHALL BE A CLEAN, WORKABLE, 3" OR LESS CLAY.
 14. IMPORTED MATERIAL, IF REQUIRED, SHALL BE FREE OF ORGANIC MATERIAL AND DEBRIS, AND SHALL BE A CLEAN, WORKABLE, 3" OR LESS CLAY. IMPORTED MATERIAL, IF REQUIRED, SHALL BE FREE OF ORGANIC MATERIAL AND DEBRIS, AND SHALL BE A CLEAN, WORKABLE, 3" OR LESS CLAY.

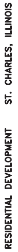
REVISIONS		
NO.	DATE	DESCRIPTION
4	2/26/19	PER CITY COMMENTS
3	1/21/19	PER CITY COMMENTS
2	10/17/18	PER CITY COMMENTS
1	8/29/18	PER CITY COMMENTS

FAITH LANE PLAN & PROFILE	
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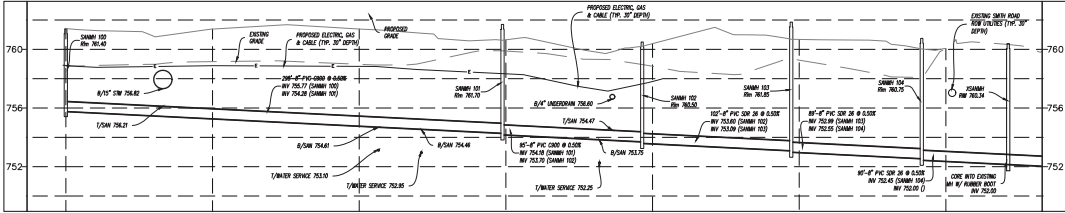
RESIDENTIAL DEVELOPMENT SMITH ROAD ST. CHARLES, ILLINOIS	
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VERTICAL SCALE: 1"=2' HORIZONTAL SCALE: 1"=20'	
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Craig R. Knoche & Associates • Civil Engineers Civil Engineers, P.C. 1116 Commerce Drive • Geneva, IL 60134 • Phone (630) 449-2270 • Fax (630) 449-2272	
DATE: 4/30/18 FILE: 17-034 C20 JOB NO: 17-034	C2.4 SHEET NO.



REV I S I O N S		
5	5/15/19	PER OWNER
4	2/26/19	PER CITY COMMENTS
3	1/21/19	PER CITY COMMENTS
2	10/17/18	PER CITY COMMENTS
1	8/28/18	PER CITY COMMENTS
NO.	DATE	DESCRIPTION
6	10/28/19	PER CITY COMMENTS
NO.	DATE	DESCRIPTION



REV			ISIONS		
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
8	10/28/19	PER CITY COMMENTS			
4	2/25/19	PER CITY COMMENTS			
3	1/21/19	PER CITY COMMENTS			

SANITARY
PROFILE

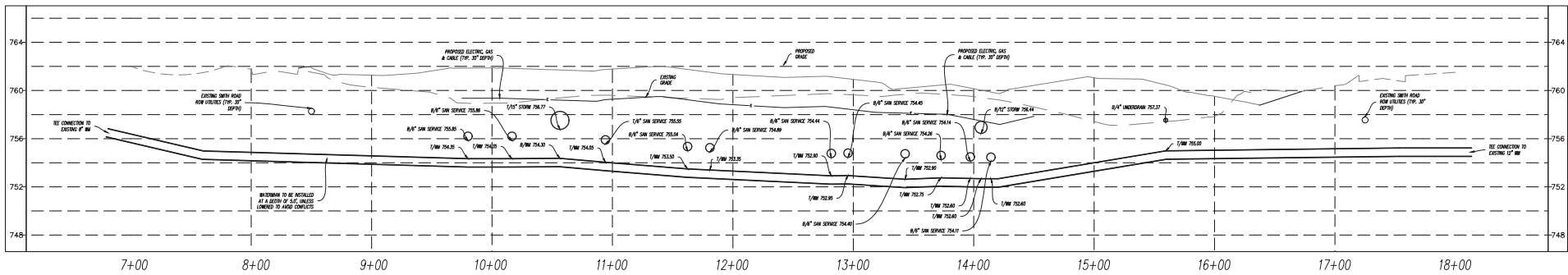
RESIDENTIAL DEVELOPMENT
SMITH ROAD
ST. CHARLES, ILLINOIS

VERTICAL SCALE: 1"=4'
HORIZONTAL SCALE: 1"=40'



DATE:	10/17/18
FILE:	17-034 C30
JOB NO:	17-034

C3.2



REVISIONS					
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
6	10/28/19	PER CITY COMMENTS			
4	12/25/19	PER CITY COMMENTS			
1	1/31/19	PER CITY COMMENTS			

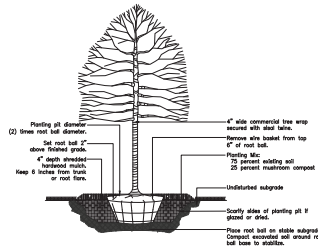
WATERMAIN PROFILE

RESIDENTIAL DEVELOPMENT SMITH ROAD ST. CHARLES, ILLINOIS

VERTICAL SCALE: 1"=4'
HORIZONTAL SCALE: 1"=40'

Craig Z. Knoche & Associates
Civil Engineers, P.C.
1116 Commerce Drive • Geneva, IL 60134 • 312.696.8100 • Fax (312) 696-2279

DATE: 10/17/18
FILE: 17-034 C30
JOB NO: 17-034
SHEET NO: C3.3



2" depth mushroom compost over ericaceae perennial bed.


Perennial plant Spacing as noted on plan.

Undisturbed subgrade

12" depth planting mix:
75 percent clean loessil
25 percent mushroom compost

Diagram illustrating the planting method for the 4-inch depth strawed horizontal mulch over entire planting bed. The diagram shows two plants in a bed covered with a 4-inch depth of strawed horizontal mulch. The planting bed is a minimum of 2 inches below the mulch level. The planting hole is 2 inches deep, and the mulch is placed over the entire bed. The planting hole is filled with a mixture of 20 percent existing soil and 20 percent mushroom compost. The planting hole is filled with a mixture of 20 percent existing soil and 20 percent mushroom compost. The planting hole is filled with a mixture of 20 percent existing soil and 20 percent mushroom compost. The planting hole is filled with a mixture of 20 percent existing soil and 20 percent mushroom compost.

[illegible]

6	Detention Basin Modifications	03/19/98
5	Site Plan Modifications	01/16/98
4	Site Plan Modifications	01/16/98
3	City Review Comments	08/03/98
2	For Review	04/23/98
1	For Review	04/19/98
Mark	Description	Date
Issuance		
Number 478218		
Scale 1" = 30'		North 
File 478218P8A		

L1.0

On-Site Lighting
& Survey, LLC

1111 HIGHWAY 25 NORTH
SUITE 201
BUFFALO MN 55313
PH:763.684.1548
FAX:763.682.9848

KNOCH &
ASSOCIATES PC

24 NORTH BENNETT STREET
GENEVA, IL 60134
PH:630.845.1270

BROOKE TORIA
ESTATES
ST. CHARLES, IL

PROJECT INFO

ENGINEER INFO

ENGINEER SEAL

REVISIONS

SHEET DESCRIPTION

PROJECT #

DATE

DESIGN LEVEL

ASU

COA

SHEET

LED
PHOTOMETRIC
PLAN

KE181016

10.16.2018

NA

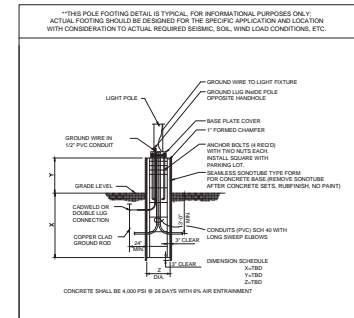
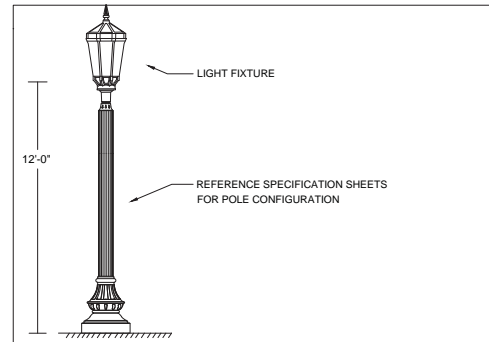
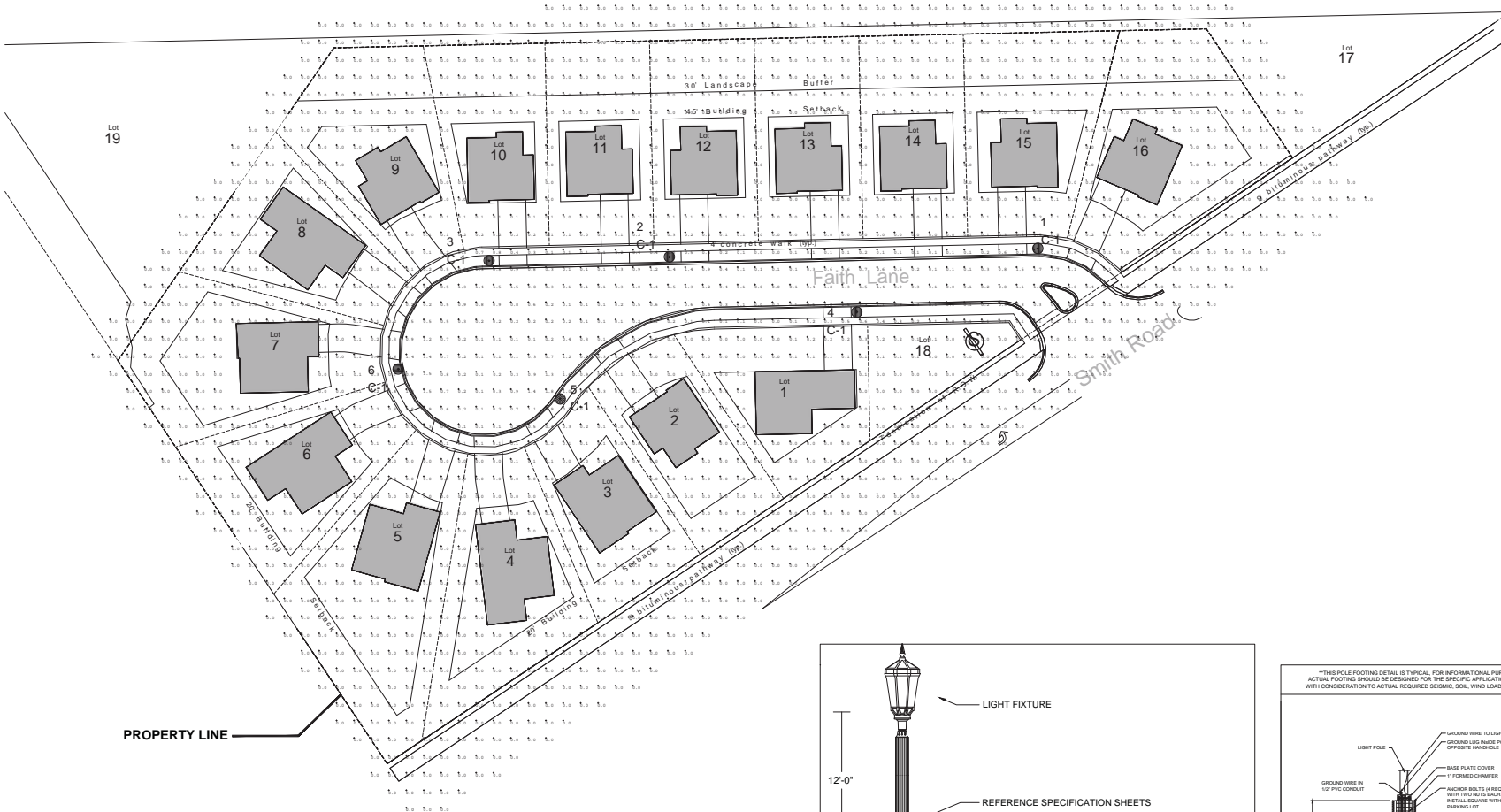
N.MOLENDA

N.MOLENDA

SL3.0

REV #

2



1 LED PHOTOMETRIC PLAN
SCALE: 1" = 30'-0"



2 POLE DETAIL (TYP)
SCALE: NTS

3 POLE BASE DETAIL (TYP)
SCALE: NTS

Luminaire Schedule					
Symbol	Qty	Label	Arrangement	TLL	LLF
	6	C-1	SINGLE	N/A	0.90
New Base, Pole, Flat 32W LED T4 12' Hg Ht (4500K/2500lm) Starling Lighting, MS805LED-190K4074-MELUS-CTA					BUG Rating
					B1-L2-D1

Calculation Summary					
Label	Avg	Max	Min	Avg/Min	Max/Min
Footcandle	0.8	1.8	0.0	N/A	N/A

BASED ON THE INFORMATION PROVIDED, ALL DIMENSIONS AND LUMINANCE DATA ARE APPROXIMATE REPRESENTATIONS OF THE ACTUAL CONDITIONS. THE ENGINEER AND/OR ARCHITECT MUST DETERMINE THE APPLICABILITY OF THE DATA TO THE ACTUAL CONDITIONS OF THE PROJECT.

THE LIGHTING PATTERN REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER THE CONTROLS AND CONDITIONS OF THE CURRENTLY AVAILABLE LUMINAIRE DATA. ACTUAL PERFORMANCE OF ANY LUMINAIRE PRODUCT MAY VARY DUE TO MANUFACTURING TOLERANCES, VOLTAGE TOLERANCE, AND/OR OTHER FACTORS. FOR ADDITIONAL LIGHTING INFORMATION CONTACT:

On-Site Lighting
& Survey, LLC
PH: 763.684.1548

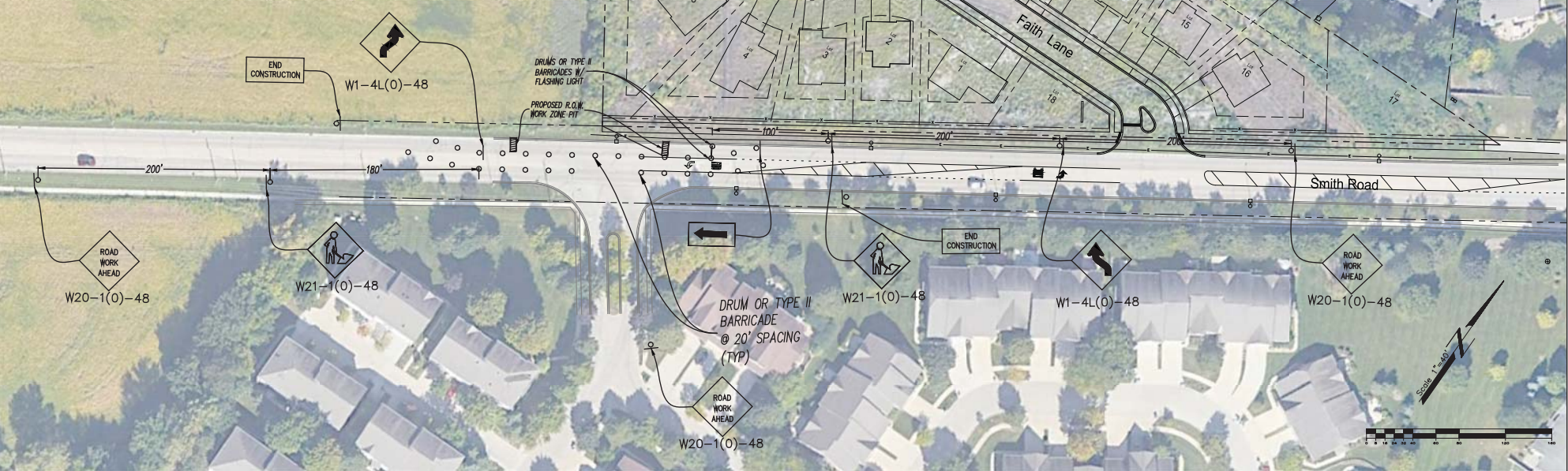
1 POLE TYPE C-1
SPECIFICATION SHEETS

2 POLE MOUNT FIXTURE TYPE C-1 SPECIFICATION SHEETS

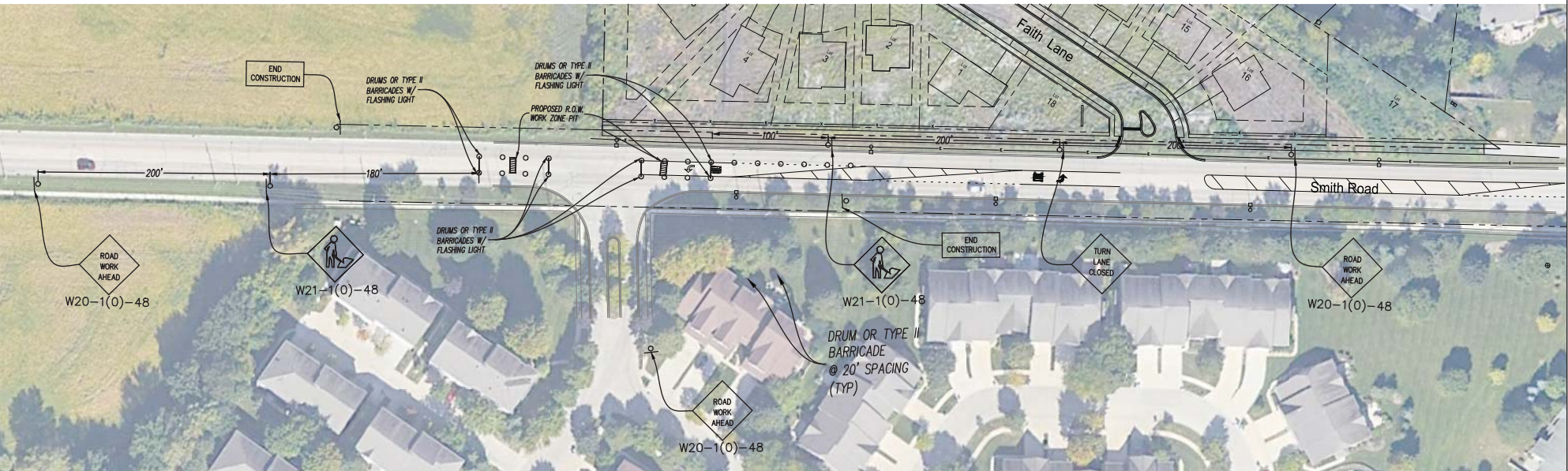
5	5	5	5
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FIG. 203.004.15.40

PHASE 1

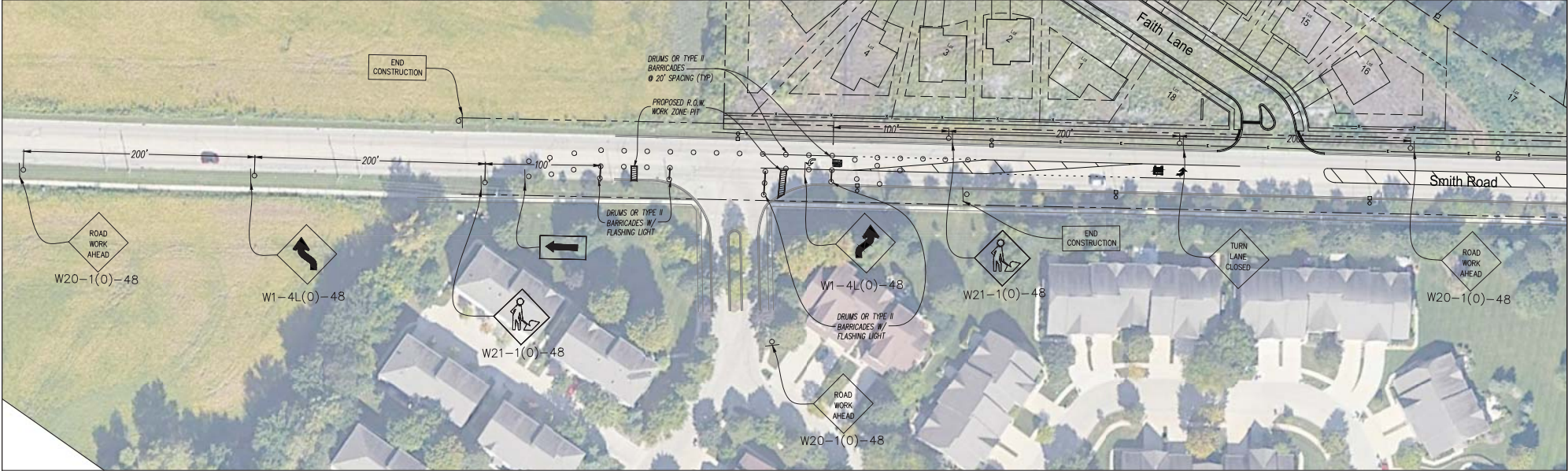


PHASE 2

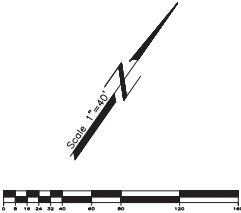


REVISIONS				MAINTENANCE OF TRAFFIC PLAN		RESIDENTIAL DEVELOPMENT SMITH ROAD ST. CHARLES, ILLINOIS		Craig R. Knoche & Associates Civil Engineers, P.C.		DATE: 10/28/19 FILE: 17-034 C60 JOB NO: 17-034	C6.1
NO.	DATE	DESCRIPTION		NO.	DATE	DESCRIPTION		24 04 Bennett Street • Geneva, IL 60134 • phone (815) 849-0270 • fax (815) 849-0272	• Civil Engineers • Surveyors • Land Planners		

PHASE 3



- NOTES:
- 1. ALL SIGNAGE AS REQUIRED BY IDOT STANDARD 701502 SHALL BE INSTALLED
 - 2. CONTRACTOR SHALL SCHEDULE MEETING WITH CITY AT LEAST FIVE (5) WORKING DAYS IN ADVANCE OF THE CONTRACTORS ANTICIPATED CLOSURE TO DISCUSS SEQUENCE OF OPERATIONS AND EMERGENCY VEHICLE NOTIFICATIONS.
 - 3. WORK SHALL BE COMPLETED IN FIVE (5) CONSECUTIVE DAYS OR LESS.
 - 4. CHANGEABLE MESSAGE BOARDS ARE REQUIRED SEVEN (7) DAYS IN ADVANCE OF THE LANE CLOSURES TO NOTIFY THE MOTORING PUBLIC. MESSAGES TO BE APPROVED BY THE COUNTY.



REVISIONS			
NO.	DATE	DESCRIPTION	

MAINTENANCE OF TRAFFIC
PLAN

RESIDENTIAL DEVELOPMENT
SMITH ROAD
ST. CHARLES, ILLINOIS

Craig R. Knoche & Associates
Civil Engineers, P.C.

24 04 Bennett Street • Geneva, IL 60134 • phone (815) 849-0270 • fax (815) 849-0272

DATE: 10/28/19
FILE: 17-034 C60
JOB NO: 17-034

SHEET NO. C6.2

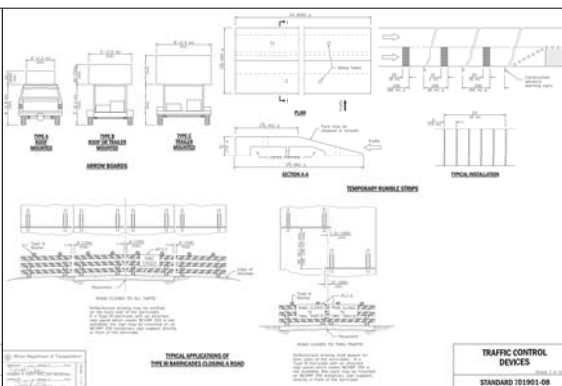
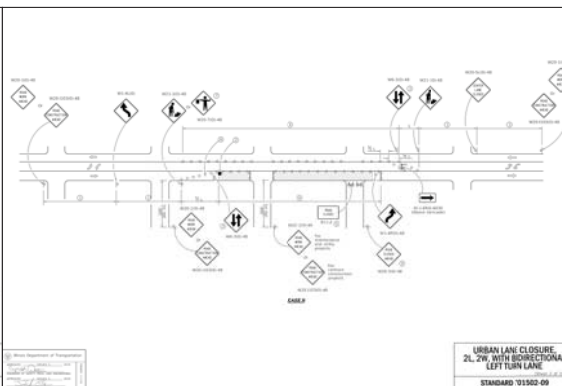


EXHIBIT “E”

FINAL PLAT OF SUBDIVISION

Plat of Resubdivision

Brooke Toria Estates
of St. Charles

Owner's Certificate

State of Illinois
County of DuPage } S.S.

This is to certify that V&M Investment and Remodeling Group, LLC is the owner of the lands shown and described on the annexed plat and by its duly authorized Manager has as such owner caused said lands to be surveyed, re subdivided and platted as shown thereon for the uses and purposes therein set forth and does hereby acknowledge and adopt the same under the style and title thereon shown. It is further certified that the lands platted hereby fall within the boundaries of St. Charles Community Unit School District 303.

Dated this ____ day of _____, A.D. 2019.

by: _____
Manager

for: V&M Investment and Remodeling Group, LLC

Notary's Certificate

State of Illinois
County of DuPage } S.S.

I, _____, a notary public in and for the County and State aforesaid do hereby certify that _____ as Manager of V&M Investment and Remodeling Group, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing certificate, appeared before me this day in person and acknowledged the execution of the annexed plat and accompanying instrument as being pursuant to authority given and as their free and voluntary act and as the free and voluntary act of V&M Investment and Remodeling Group, LLC.

Given under my hand and notarial seal this ____ day of _____, A.D. 2019.

notary public

Certificate as to Special Assessments

State of Illinois
County of Kane } S.S.
County of DuPage }

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 annexed plat.

Dated at _____ Illinois, this ____ day of _____, A.D. 2019.

Collector of Special Assessments

Plan Commission Certificate

State of Illinois
County of Kane } S.S.
County of DuPage }

Approved this ____ day of _____, A.D. 2019.

Chairman, Plan Commission

Director of Community Development Certificate

State of Illinois
County of Kane } S.S.
County of DuPage }

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

dated at St. Charles, Illinois this ____ day of _____, A.D. 2019.

Director of Community Development

City Council Certificate

State of Illinois
County of Kane } S.S.
County of DuPage }

Approved this ____ day of _____, A.D. 2019.

City Council of the City of St. Charles, Illinois

by: _____ attest: _____
Mayor City Clerk

PUBLIC UTILITY AND DRAINAGE EASEMENT DECLARATION

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF ST. CHARLES AND TO ALL PUBLIC UTILITY COMPANIES OF ANY KIND OPERATING UNDER FRANCHISE GRANTING THEM EASEMENT RIGHTS FROM SAID CITY OF ST. CHARLES, INCLUDING BUT NOT LIMITED TO, AMERITECH AND NICOR AND TO THEIR SUCCESSORS AND ASSIGNS (HEREIN COLLECTIVELY REFERRED TO AS "GRANTEES"), IN, UPON, ACROSS, OVER, UNDER, AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "PUBLIC UTILITY AND DRAINAGE EASEMENT" ON THE PLAT OF SUBDIVISION HEREOF DRAWN FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RENEWING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING, AND MAINTAINING ABOVE GROUND AND UNDERGROUND ELECTRICAL SYSTEMS, CABLE TELEVISION, COMMUNICATION, GAS, TELEPHONE OR OTHER UTILITY LINES OR APPURTENANCES, SANITARY AND STORM SEWERS, DRAINAGE WAYS, STORM WATER DETENTION AND RETENTION, WATER MAINS AND ANY AND ALL MANHOLES, HYDRANTS, PIPES, CONNECTIONS, CATCH BASINS, BUFFALO BOXES AND WITHOUT LIMITATION, SUCH OTHER INSTALLATIONS AS MAY BE REQUIRED TO FURNISH PUBLIC UTILITY SERVICE TO ADJACENT AREAS TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE REAL ESTATE PLATTED HEREIN FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO MAKE ANY OR ALL OF THE ABOVE WORK. THE PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF ST. CHARLES AND THE RESPECTIVE SUCCESSORS AND ASSIGNS FOR MAINTAINING THE UNINTERRUPTED AND UNIMPEDED CONVEYANCE, FLOW AND RUNOFF OF SURFACE STORM WATER ACROSS AND UPON THE AREAS DESIGNATED ON THIS PLAT AS DRAINAGE EASEMENT. THE RIGHT IS HEREBY GRANTED TO SAID GRANTEEES TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS THAT INTERFERE WITH THE DRAINAGE WAYS AND OPERATION OF OR ACCESS TO SAID UTILITY INSTALLATIONS, WITHOUT LIMITATION, IN, ON, UPON OR ACROSS, UNDER, OR THROUGH SAID EASEMENTS.

NO PERMANENT BUILDINGS, TREES, GARDENS, SHRUBS, OR BERMING SHALL BE PLACED ON OR IN SAID EASEMENTS, BUT THE EASEMENT AREAS MAY BE USED FOR PAVING, FENCES, SIDEWALKS, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE AFORESAID USES AND RIGHTS, WHERE AN EASEMENT IS USED FOR STORM OR SANITARY SEWERS, OTHER UTILITY INSTALLATIONS SHALL BE SUBJECT TO THE PRIOR APPROVAL OF SAID CITY OF ST. CHARLES SO AS NOT TO INTERFERE WITH THE GRAVITY FLOW IN SAID SEWER OR SEWERS, UTILITY INSTALLATIONS, OTHER THAN THOSE MANAGED BY THE CITY OF ST. CHARLES, SHALL BE SUBJECT TO THE APPROVAL OF THE CITY OF ST. CHARLES, AS TO DESIGN AND LOCATION, AND ALL OTHER INSTALLATIONS ARE SUBJECT TO THE ORDINANCES OF THE CITY OF ST. CHARLES. FOLLOWING ANY WORK TO BE PERFORMED BY THE GRANTEEES IN THE EXERCISE OF ITS EASEMENT RIGHTS GRANTED HEREIN, THE GRANTEEES SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION INCLUDING, BUT NOT LIMITED TO, THE RESTORATION, REPAIR, OR REPLACEMENT OF ANY LANDSCAPING PROVIDED, HOWEVER, THE GRANTEEES SHALL BE OBLIGATED FOLLOWING ANY SUCH WORK, TO BACKFILL AND MOUND SO AS TO RETAIN SUITABLE DRAINAGE, REMOVE DEBRIS, AND LEAVE THE AREA IN GENERALLY CLEAN AND WORKMANLIKE CONDITION.

Surveyor's Certificate

State of Illinois
County of DuPage } S.S.

This is to certify that I, John Cole Helfrich, an Illinois Professional Land Surveyor, have surveyed, resubdivided and platted the lands described as follows:

Lots 16, 17 and 18 of Petruska's Second Subdivision of part of Section 30, Township 40 North, Range 9 East of the Third Principal Meridian in the Township of Wayne, Du Page County, Illinois.

I further certify that the lands described above are located in zone "X" (determined to be outside the 0.2% annual chance floodplain) pursuant to Flood Insurance Rate Map 17043C0107H (effective 12-6-2004) issued by the Federal Emergency Management Agency.

All dimensions are given in feet and decimal parts thereof and are correct at 62° Fahrenheit.

Given under my Hand and Seal at Wheaton, Illinois this ____ day of _____, A.D. 2019.

Illinois Professional Land Surveyor 2967
exp 11-30-18

This professional service complies with the current Illinois Standards for a Boundary Survey

County Clerk's Certificate

State of Illinois
County of DuPage } S.S.

I, Jean Kaczmarek, County Clerk of Du Page County, Illinois, do hereby certify that there are no delinquent general taxes, no unpaid forfeited taxes and no redeemable tax sales against any of the land included in the annexed plat.

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

Given under my hand and seal at _____ Illinois, this ____ day of _____, A.D. 2019.

Du Page County Clerk

County Recorder's Certificate

State of Illinois
County of DuPage }

I, Fred Bucholz, Recorder of Du Page County, Illinois, do hereby certify that this instrument was filed for record on the ____ day of _____, A.D. 2019 and was placed of record as Document _____.

Given under my hand at Wheaton, Illinois, this ____ day of _____, A.D. 2019.

Du Page County Recorder

Plat of Resubdivision

Prepared For:
V & M Investment and Remodeling Group LLC



Craig R. Kowale & Associates
P.C. Engineers, P.C.

• Civil Engineers
• Surveyors
• Land Planners

State: IL
County: DuPage
Date: 12-20-2019
Job:

Sheet
1 of 2

EXHIBIT “F”

PUD DEVIATIONS

Table 17.12-2 Residential District Bulk Requirements – RS-4 District	
Minimum Lot Area	6,522 sq. ft. (Lot 3) and as shown on the Final Plat of Subdivision
Minimum Lot Width	44 ft. and as shown on the Final Plat of Subdivision
Minimum Rear Yard	25 ft. (Lots 5-6) 20 ft. (Lots 1-4, 8)
Table 17.28-1 Permitted Signs for Residential Districts (RE, RS, RT, RM)	
Entryway Signs for Residential Development	5 ft. Minimum ROW setback