

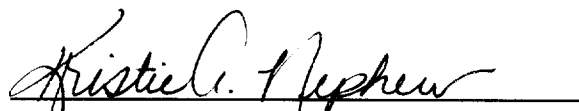
City of St. Charles, Illinois

Ordinance No. 1999-M-24

**An Ordinance Granting a Special Use as a
Planned Unit Development (Meijer PUD)**

**Adopted by the
City Council
of the
City of St. Charles
April 19, 1999**

**Published in pamphlet form by
authority of the City Council
of the City of St. Charles,
Kane and Du Page Counties,
Illinois, April 23, 1999**



City Clerk

(SEAL)

DATE OF PUBLICATION 4/23/99
NEWSPAPER Pamphlet Form

ORDINANCE NO. 1999-M-24

REFER TO:
MINUTES 4/19/99
PAGE _____

AN ORDINANCE GRANTING A SPECIAL USE AS A PLANNED
UNIT DEVELOPMENT (MEIJER PUD)

WHEREAS, a petition for rezoning from the E-1 Estate Residence District to the B-3 General Business District for the real estate described in Exhibit "I" attached hereto and made a part hereof, and a petition for the granting of a Special Use as a Planned Unit Development for the real estate described in Exhibit "I" and Exhibit "II" attached hereto and made a part hereof, (hereinafter sometimes collectively referred as the "Real Estate"), has been filed by FIRSTAR BANK ILLINOIS as Trustee Under the provisions of Trust No 2640 dated December 7, 1987 and the KANE COUNTY FAIR ASSOCIATION, a general Illinois not-for-profit corporation, being the owners of record (hereinafter collectively referred to as "RECORD OWNERS") of the property hereinafter described, and MEIJER, INC., a Michigan corporation, ("DEVELOPER"), ("RECORD OWNERS" AND "DEVELOPERS" being sometimes hereinafter referred to as "OWNERS"); and

WHEREAS, the Plan Commission has held a public hearing on said petitions in accordance with law; and

WHEREAS, the City Council of the City of St. Charles has received the recommendation of the Plan Commission and has considered same; and

WHEREAS, the City of St. Charles ("CITY") and OWNERS have entered into an Annexation Agreement dated February 26, 1999 entitled "ANNEXATION

AGREEMENT (MEIJER/DGT PARTNERSHIP)” (hereinafter, the “Annexation Agreement”);
and

WHEREAS, the City Council of the City of St. Charles hereby makes the following findings:

1. **That the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare.**

The proposed development will provide a land use that conforms with the Comprehensive Plan and that is compatible with surrounding present and future uses as well as the trend of development in the area. Appropriate design and operation will ensure that the development does not generate pollution, foster crime, or otherwise produce a detrimental impact on the community. Meijer as a company has extensive experience in developing and operating this type of store, and no evidence was presented that indicates any problems associated with their stores in other locations.

2. **That the special use will not be injurious to the use and enjoyment of the property in the immediate vicinity for the purpose already permitted, nor substantially diminish or impair property values within the neighborhood.**

The property in the vicinity is characterized by retail development, vacant land and public and semi-public uses that will be complemented by the proposed development. The Special Use for a PUD will provide appropriate site plan review to ensure compatibility. The addition of a major grocery/retail establishment that tends to draw customers from a wide area should help to revitalize nearby locations that are in decline, such as the St. Charles Mall

3. **That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.**

The plans submitted with the Special Use include an orderly approach to developing the site that includes coordination of road access and utility services with potential future development on adjoining land. For example, development of the land immediately south of the site will be aided by providing access roads between Bricher Road and the site, as well as improvements to Bricher Road. The land use is compatible with the uses anticipated in the St. Charles and Geneva Comprehensive Plans, and contemplated in annexation agreements for various nearby and adjoining West Gateway and Fisher Farms properties.

4. **That adequate utilities, access roads, drainage and/or necessary facilities have been, or are being, provided.**

Water, sanitary sewer, drainage, and electric service will all be provided in accordance with the City's ordinances and standards. While a determination needs to be made as to whether a permanent connection to the west side wastewater treatment facility will be made now or later, either alternative will provide adequate facilities.

5. **That adequate measures have been, or will be, taken to provide ingress and egress so designed as to minimize traffic congestion in public streets.**

The traffic study indicates that the proposed development will not reduce levels of service for the adjacent roadways if the recommended improvements are provided. Approval will be required from the Illinois Department of Transportation and Kane County, and a series of preliminary meetings indicates that these approvals are probable if the recommended improvements are provided.

6. **That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Council pursuant to the recommendations of the Plan Commission.**

The Planned Unit Development will conform to all the applicable regulations of the underlying zoning district except the requested variances.

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

SECTION 1. That Section 17.02.180 of Title 17 of the St. Charles Municipal Code, as amended, and as set forth in the Zoning District Map as described therein and on file in the Office of the City Clerk, is hereby amended by rezoning that part of the Real Estate described in Exhibit "T" hereto from the E-1 Estate Residence District to the B-3 General Business District, and by the granting of a Special Use as a Planned Unit Development for the entire Real Estate (as described in Exhibits "T" and "II" hereto), pursuant to the provisions of Title 17 of the St. Charles Municipal Code, as amended,

all of the Real Estate being subject to the additional conditions, variations and restrictions hereinafter set forth.

SECTION 2. That the Real Estate may be developed only in accordance with all ordinances of the CITY as now in effect or hereafter amended (except as specifically varied herein or as otherwise provided in the Annexation Agreement), and in accordance with the additional procedures, definitions, uses, and restrictions contained herein and set forth in Exhibit "III" , all as attached hereto and made a part hereof, which shall survive the expiration of the Annexation Agreement.

A. PERMITTED AND SPECIAL USES AND ZONING REQUIREMENTS:

The provisions of the B-3 General Business District in Chapter 17.28 of the St. Charles Zoning Ordinance in effect as of February 15, 1999 attached hereto as Exhibit "IV", shall apply to the development and use of the Real Estate, except as specifically provided herein and in Exhibit "III" attached hereto.

B. RESTORATION AND MAINTENANCE

OWNERS shall repair and replace, in accordance with their original sizes, standards and topography, in a manner reasonably satisfactory to the CITY, all CITY property damaged or disturbed by the development of the Real Estate. The OWNERS and DEVELOPERS shall maintain streets within the Real Estate in an acceptable condition and shall be responsible for snow removal until City Council acceptance of all but the surface course of such streets. At all times during construction the OWNERS shall be responsible for removal of construction debris and waste related to the development of the Real Estate.

C. LANDSCAPING

Landscaping shall be installed within the Real Estate in accordance with the approved preliminary plan. OWNERS shall submit a final landscape plan for any portions of the Real Estate for which a landscape plan was not approved as part of the Preliminary Plan. Such submittal shall be made prior to approval of a final plat encompassing such portions of the Real Estate, and shall be reviewed in the same manner as the preliminary plan.

Landscaping for a phase or subphase of the development of the Real Estate shall be completed prior to the occupancy of any structure for that phase or subphase. However, if conditions beyond the control of the owner of the phase or subphase prohibit the installation of the landscaping prior to a request of occupancy of a structure, a conditional certificate of occupancy may be issued for a period not to exceed six months. If the landscaping is not completed as of the expiration of a conditional certificate of occupancy, the Building Commissioner shall not be required to issue a final certificate of occupancy or any additional conditional certificates of occupancy, but may do so in his discretion as governed by the St. Charles Municipal Code; if the Building Commissioner does not issue any additional conditional certificates of occupancy, continued occupancy shall be considered a violation of this Ordinance. Provided, however, landscaping need not be completed prior to the occupancy of a model home or sales facility.

D. MISCELLANEOUS

Provisions of the Annexation Agreement set forth in Exhibit "V" attached hereto are incorporated herein by reference as if fully set forth herein, and shall survive the expiration of the Annexation Agreement. The zoning classifications, special use for planned unit development, variations and other zoning rights and authorities granted under this Ordinance shall survive the

expiration of the Annexation Agreement and shall run to the benefit of the Real Estate until hereafter amended, modified, abrogated or reclassified pursuant to ordinance duly adopted by the CITY pursuant to application of the legal owner of the affected portion of the Real Estate.

SECTION 3. That this ordinance shall become effective from and after its passage and approval in accordance with law.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 19th day of April, 1999.

PASSED by the City Council of the City of ST. Charles, Kane and DuPage Counties, Illinois this 19th day of April, 1999.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 19th day of April, 1999.

Susan A. Klinkh
Mayor

ATTEST:

Kristie C. Neplew
City Clerk

COUNCIL VOTE:

AYES:	<u>11</u>
NAYS:	<u>0</u>
ABSENT:	<u>0</u>
Abstain:	<u>1</u>

EXHIBIT "I"

**FIRSTAR BANK ILLINOIS AS TRUSTEE
UNDER LAND TRUST NO. 2640/DGT PARTNERSHIP
(as part of the Meijer, Inc. development)**

LEGAL DESCRIPTION

That part of the Southeast Quarter of Section 32, Township 40 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the southwest corner of said Southeast Quarter; thence northerly along the west line of said Quarter 1,068.54 feet; thence easterly parallel with the south line of said Quarter 2,638.88 feet to the center line of Randall Road for a point of beginning; thence southerly along said center line being a curve to the right having a radius of 9544.38 feet, 258.98 feet; thence southerly along said center line tangent to the last described curve at the last described point 241.0 feet; thence westerly parallel with said south line 1227.96 feet; thence northerly along a line forming an angle of 89° 59' 41" with the last described course (measured counter-clockwise therefrom) 496.63 feet to a line drawn parallel with said south line from the point of beginning; thence easterly parallel with said south line 1285.51 feet to the point of beginning, in the City of St. Charles, Kane County, Illinois and containing 14.341 acres.

EXHIBIT "II"

**KANE COUNTY FAIR ASSOCIATION PROPERTY
(as part of the Meijer, Inc. development)**

LEGAL DESCRIPTION

That part of the Southeast Quarter of Section 32, Township 40 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the southwest corner of said Southeast Quarter; thence northerly along the west line of said Quarter 1068.54 feet for a point of beginning; thence continuing northerly along said west line 993.14 feet to a line drawn parallel with and 60.0 feet southerly of the center line (measured at right angles thereto) of Illinois State Route No. 38 (Federal Aid Route No. 7); thence easterly parallel with said center line 507.88 feet; thence easterly concentric with and 60.0 feet southerly of said center line, being a curve to the right having a radius of 3448.02 feet tangent to the last described course, 2003.13 feet; thence southeasterly parallel with and 60.0 feet southwesterly of said center line, tangent to the last described curve at the last described point, 87.27 feet to a point that is 160.0 feet westerly of the center line of Randall Road (measured radially thereto), said point being also the northwest corner of Parcel 0006 acquired by the Department of Transportation of the State of Illinois through proceedings of the Circuit Court of the 16th Judicial Circuit in Kane County and known as Case No. ED KA 93 0006; thence southerly along the westerly line of said parcel, concentric with the center line of said Randall Road and being a curve to the right having a radius of 9389.34 feet, 439.72 feet to a line drawn parallel with the south line of said Quarter from the point of beginning; thence westerly parallel with said south line 2478.14 feet to the point of beginning, in the City of St. Charles, Kane County, Illinois and containing 49.512 acres.

EXHIBIT III

**DEVELOPMENT STANDARDS AND DESIGN CRITERIA
MEIJER PUD**

- A. Additional Permitted Uses on the Meijer Store Parcel:
1. Outdoor Sales Area (as shown on the Preliminary Plan)
 2. Automobile Service Station (one only, as shown on the Preliminary Plan)
 3. Drive-in Pharmacy (as shown on the Preliminary Plan)
- B. A twenty-five foot (25') parking lot setback and a fifty foot (50') building setback shall be required from the Rt. 38/Lincoln Highway right of way.
- C. Eleven signs shall be permitted on the Meijer Store parcel, in accordance with the attached schedule.
- D. Outlots shall be generally developed in concurrence with the overall theme of the Meijer Store.

SCHEDULE "A"

MEIJER

SIGNAGE SUMMARY

Randall Road and Lincoln Highway (SR. 38)

St. Charles, Illinois

TYPE	ID	LOGO	NO. SIGNS EACH	TOTAL SQ. FT.
Wall Mounted Logo w/Fresh	GF-4	Meijer, Fresh	1	414
Routed Welcome	DS2000.1	Welcome	1	12
Routed Pharmacy Drive Thru	DS2000.2	Pharmacy Drive Thru	1	33
Routed Pharmacy	DS2000.3	Pharmacy	1	33
Routed Garden Center	DS2000.4	Garden Center	1	19
Total Mounted on Main Store				511

Monument Sign	GP-2	Meijer, 24 Hours	2	58
Total Monument				116

Gas Station Multiple Canopy Logos	GS-4.1	Meijer	3	20
Total Mounted on Gas Station Canopy				60

Gas Station Monument Price Cabinet w/o Logo	GS-5	Type of Gas/Price	1	69
Total Free Standing				69

Total Sign Area				756 sq. ft.
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EXHIBIT "IV"

B-3 SERVICE BUSINESS DISTRICT

Chapter 17.28

B-3 SERVICE BUSINESS DISTRICT

Sections:

17.28.010	General conditions.
17.28.020	Permitted Uses.
17.28.030	Special uses.
17.28.040	Floor area ratio.
17.28.050	Yards.
17.28.060	Signs.
17.28.070	Off-street loading.
17.28.080	Off-street parking.

17.28.010 General conditions.

Dwelling units and lodging rooms, other than those in a transient hotel or motel, funeral establishments or funeral parlors, are not permitted; provided, that, if the conditions herein stated are met, one dwelling (on the second story above ground level) of any building existing on January 1, 1964, and which was originally designed and built as a single-family dwelling, subject to the conditions that:

- A. Yards shall be provided in accordance with the requirements for R4 general residence districts set out in Chapter 17.16; and
- B. Off-street parking shall be provided to satisfy the minimum requirements of Chapter 17.38 for both business and the residence uses.

(Ord. 1972-Z-46(A); Ord. 1966-22; Ord. 1964-11(part); Ord. 1963-2(part); Ord. 1960-16 § VIII(E)(1).)

17.28.020 Permitted uses.

Permitted uses in a B3 district shall be as follows:

1. Uses permitted in the B2 district, except uses designated in Chapter 17.24 with an asterisk, may be located on the first story, nearer than fifty feet of a street;
2. Amusement establishments, including bowling alleys, pool halls, dancehalls, gymnasiums, swimming pools and skating rinks;
3. Auction rooms;
4. Automobile accessory stores;
5. Automotive vehicle and automotive equipment sales;
6. Blueprinting and photocopying establishments;
7. Building material sales, with accessory outside storage, provided outside storage does not exceed sixteen feet in height;
8. Caskets and casket supplies;
9. Catering establishments;
10. Clothing establishments;
11. Clubs and lodges, private, fraternal, or religious;
12. Contractors' and construction offices;
13. Dry-cleaning establishments, retail, employing not more than five persons;
14. Employment agencies;
15. Exterminating shops;
16. Feed stores;
17. Fire stations;

B-3 SERVICE BUSINESS DISTRICT

18. Frozen food shops, including locker rental in conjunction therewith;
 19. Fuel and ice sales, retail only;
 20. Job printing shops, using presses having beds of not more than fourteen inches and twenty inches;
 21. Landscape contractors;
 22. Libraries;
 23. Machinery and equipment sales, but not including service, repair, or reconditioning and storage of all machinery shall be within enclosed buildings;
 24. Mail order houses;
 25. Meat markets, including the sale of meat and meat products to restaurants, motels, clubs and other similar establishments when conducted as part of the retail business on the premises;
 26. Meeting halls;
 27. Monument sales;
 28. Motels;
 29. Nurseries;
 30. Orthopedic and medical appliance stores, but not including the assembly or manufacture of such articles;
 31. Parking lots and storage garages (automobile);
 32. Pet shops;
 33. Police stations;
 34. Plumbing showrooms and shops;
 35. Radio and television service and repair shops;
 36. Recording studios;
 37. Recreational buildings, community centers, and meeting halls;
 38. Restaurants, including live entertainment and dancing;
 39. Schools, commercial or trade, not involving any danger of fire, explosion, nor of offensive noise, vibration, smoke, dust, odor, glare, heat, or other objectionable influences;
 40. Secondhand stores and rummage shops;
 41. Signs as regulated in this chapter;
 42. Taxidermists;
 43. Telephone exchanges and telephone transmission equipment buildings and electric distribution centers;
 44. Typewriter and adding machine sales and service establishments;
 45. Undertaking establishments and funeral parlors;
 46. Accessory uses to the permitted uses listed above in this section;
 47. Vehicle Service Facilities.
 48. Other accessory uses: Communication antennas.
- (Ord. 1996-Z-12 § 13; Ord. 1993-Z-19 § 4; Ord. 1986-Z-4; Ord. 1972-Z-56 § 2; Ord. 1972-Z-46(A); Ord. 1966-33 § 1; Ord. 1960-18 § VIII(E)(2).)

17.28.030 Special uses.

Special uses in a B3 district shall be as follows:

- A. Special uses allowed in the B2 district, except such as are permitted in the B3 district;
- B. Animal hospitals;
- C. Automobile laundries;
- D. Dog kennels;
- E. Open-sales lots;
- F. Other service business uses, including coin-operated dry-cleaning establishments;

B-3 SERVICE BUSINESS DISTRICT

- G. Outdoor amusement establishments, including golf driving ranges, miniature golf courses, par-three golf courses, kiddie parks, and other similar amusement centers and places of amusement such as stadiums;
- H. Fairgrounds, including the location of the annual Kane County Fair and other activities that are permissible pursuant to the not-for-profit incorporation charter of the Kane County Fair, an Illinois not-for-profit corporation;
- I. Warehouse for retail sales establishment and its sales facilities, provided the warehouse and any storage area does not exceed two hundred percent of the floor area for the retail sales establishment to which it is appended.
- J. Communication towers.
(Ord. 1996-Z-12 § 13; Ord. 1981-Z-3 § 1; Ord. 1975-Z-8 § 1; Ord. 1972-Z-46(A); Ord. 1961-29; Ord. 1960-16 § VIII(E)(3).)

17.28.040 Floor area ratio.

The floor area ratio in a B3 district shall not exceed 1.3. (Ord. 1972-Z-46(A); Ord. 1960-16 § VIII(E)(4).)

17.28.050 Yards.

Yard requirements in a B3 district shall be as in a B2 district. (Ord. 1972-Z-46(A); Ord. 1960-16 § VIII(E)(5).)

17.28.060 Signs.

Sign requirements in a B3 district shall be as in a B2 district. (Ord. 1972-Z-46(A); Ord. 1960-16 § VIII(E)(6).)

17.28.070 Off-street loading.

Off-street loading requirements in a B3 district shall be as follows: loading berths in accordance with provisions set forth in Chapter 17.38. (Ord. 1972-Z-46(A); Ord. 1960-16 § VIII(E)(7).)

17.28.080 Off-street parking.

Parking spaces shall be required in a B3 district in accordance with provisions set forth in Chapter 17.38. (Ord. 1972-Z-46(A); Ord. 1960-16 § VIII(E)(8).)

EXHIBIT V

**Provisions of Annexation Agreement
to be Incorporated into the PUD Ordinance**

Articles VI, VII, X, XII, XIII, XIV, XV, XVI, XVIII, XIX, XXI, XXIX, and XXX.

**ARTICLE IV
EFFECTIVE DATE**

This Agreement shall become effective one day after the deed or deeds transferring fee simple title to all of the Real Estate to Developer have been recorded with the Kane County Recorder of Deeds.

**ARTICLE V
ANNEXATION OF THE REAL ESTATE**

RECORD OWNERS have heretofore made application to the CITY, with consent of DEVELOPER, for annexation of the unincorporated portion of the Real Estate legally described on Exhibit "A" attached hereto and made a part hereof. At the next City Council Meeting after the effective date of this Agreement, but in no event later than thirty (30) calendar days following the effective date of this Agreement, the CITY shall do all things necessary or appropriate to cause all of the unincorporated portion of the Real Estate to be validly annexed to the CITY, including specifically, the enactment of an ordinance annexing all of the unincorporated portion of the Real Estate to the CITY. At part of the foregoing commitment, the CITY shall notify all entities or persons of such annexation and promptly record (at OWNERS' expense) all ordinances, plats and affidavits necessary to effect said annexation, in accordance with all statutory requirements.

**ARTICLE VI
ZONING OF THE REAL ESTATE**

At the next City Council Meeting after the effective date of this Agreement but in no event later than thirty (30) calendar days following the effective date of this Agreement, the CITY shall approve an ordinance zoning the property legally described on Exhibit "A" as B-3 Service Business District (Chapter 17.28) and concurrently shall pass an Ordinance granting for the benefit of the Real Estate (the property heretofore legally described on Exhibit "A" and Exhibit "B") a Special Use as a Planned Unit Development, all as set forth herein and in the provisions of Exhibit "C" attached hereto and made a part hereof, entitled "An Ordinance Granting a Special Use as a Planned Unit Development (Meijer, Inc./DGT Partnership)" (sometimes

hereinafter, the "PUD Ordinance"). The Real Estate shall be developed and used only in accordance with the provisions hereof, of the PUD Ordinance, of applicable statutes and ordinances (except as modified by the PUD Ordinance and/or this Agreement), and of the additional conditions, restrictions and variations as set forth in Exhibit "D" attached hereto and made a part hereof.

ARTICLE VII PRELIMINARY PLAN APPROVAL

OWNERS and CITY agree and acknowledge that the Preliminary Plan attached hereto as part of Exhibit "E" includes a preliminary plan of the site layout, and building elevations and that references to said Preliminary Plan in this Agreement include only the Preliminary Plan specifically included in Exhibit "E." OWNERS agree and acknowledge that additional plans (including but not limited to preliminary engineering and landscaping) are required to complete the Preliminary Plan for the Real Estate. CITY shall adopt the Resolution attached hereto as Exhibit "E" approving the Preliminary Plan attached thereto at the next City Council meeting after the effective date of this Agreement, but in no event more than thirty (30) calendar days following the effective date of this Agreement. The remainder of the Preliminary Plan shall be submitted by OWNERS and shall be subject to review by the City Staff and approval of the City Council and further review by the Plan Commission shall not be required.

ARTICLE VIII AMENDMENTS

- A. OWNERS shall have the right to apply for an Amendment(s) to this Agreement.
- B. OWNERS approve of and agree to abide by all of the provisions of the PUD Ordinance. During the term of this Agreement, unless amended by the CITY at OWNERS' request, the Special Use and Zoning for the Real Estate established pursuant to the PUD Ordinance shall remain in full force and effect. The Special Use to be granted by the PUD Ordinance, in the form hereby approved by CITY and OWNERS, shall not lapse or expire at any time or upon the occurrence of any event or upon the failure of any event to occur.

Code shall not exceed the amounts in effect as of the effective date hereof with respect to the first two principal buildings constructed within the Real Estate only. Building permit and inspection fees shall be paid at the time of issuance of a building permit, as provided by the Title 15 of the St. Charles Municipal Code; provided, however, that CITY may charge a reinspection fee as provided by said Title 15, payment of which shall be due prior to the issuance of a Certificate of Occupancy. After December 31, 2001, the building permit fees applicable to the Real Estate shall be as established by ordinances of general applicability.

C. **Other Fees:** Other than the requirements specifically set forth in this Agreement, CITY shall not require OWNERS to pay any impact fee, charge, or donation.

ARTICLE X ELECTRIC SERVICE

OWNERS hereby agree to comply with the CITY'S electric utility ordinances of general applicability in effect as of the date of application for service. OWNERS agree to pay any current or future electrical connection charges or fees which are in force and effect at the time of connection on a basis equivalent to that imposed on other similar users in the CITY. OWNERS hereby waive all causes of action against the CITY, its officials, officers and employees and agents, and the City of St. Charles Electric Utility, its officials, officers and employees and agents challenging the validity of Sections 13.08.010 through 13.08.150 of the St. Charles Municipal Code currently in effect. The Real Estate and all parts thereof shall be serviced by the City of St. Charles Electric Utility. If the City approves a lower negotiated rate (or user fee) for a similar commercial user (defined as a supermarket/grocery store in excess of 50,000 gross square feet and/or a general merchandise, department, or discount department store in excess of 80,000 gross square feet), OWNERS shall then have the right to apply for and receive the same lower rate (or user fee). OWNERS hereby agree to accept electric services from the City of St. Charles Electric Utility, only, unless specifically otherwise authorized by the City.

The CITY shall not be held responsible for any loss or damage including consequential damage, or delay in installation to the extent caused by strikes, riots, elements, embargoes, failure of carriers, inability to obtain material, or other acts of God, or any other cause beyond CITY'S reasonable control.

It is agreed that the CITY is not liable or responsible for any restrictions on CITY'S obligations under this Agreement that may be required or imposed by any other governmental bodies or agencies having jurisdiction over the Real Estate, CITY, or OWNERS including, but not limited to, County, State and Federal regulatory bodies. The CITY has not received notice regarding any such restrictions except for the Consent Order outstanding with respect to the westside (IYC) wastewater treatment facility.

ARTICLE XII LAND IMPROVEMENTS

OWNERS shall pay for and be responsible for the design, engineering, construction engineering, permits and installation of Land Improvements specifically identified in this Article and all onsite Land Improvements (as defined in Section 16.08.150 of the St. Charles Municipal Code) necessary (as determined in accordance with the CITY'S ordinances of general applicability, or if not so addressed, in accordance with normal and customary Civil Engineering standards, as reasonably required by the CITY) for the phase of the Real Estate being developed, and for all offsite Land Improvements related to such phase, except to the extent CITY assumes responsibility for such Land Improvements hereunder. OWNERS' obligation to install both onsite or offsite improvements for which the OWNER is responsible shall be secured by a cash bond or bonds, surety or Irrevocable Letters of Credit (as OWNERS shall choose) in such form and drawn on such company or financial institution as may be deemed acceptable to the City.

Land Improvements shall include but not be limited to the following:

A. Water Main:

1) Construction of a "looped" system from the existing main on Illinois State Route 38 to the existing main within the St. Charles Commercial Center (Dominick's) development east of Randall Road.

2) Extension of water main stubs for future development.

B. Sanitary Sewer:

1. Phase One:

1) Construction of a sanitary sewer to serve the Meijer Store (including convenience store) only. The sewer shall connect to the existing sanitary sewer within the St. Charles Commercial Center (Dominick's) development east of Randall Road.

2) Construction of a wastewater holding facility to compensate for downstream system conveyance limitations during wet weather flows. The holding facility shall be designed for a minimum detention period of forty-eight (48) hours during wet weather flows or as otherwise determined to be reasonably required by the City Engineer and agreed between the CITY and OWNERS.

3) Complete and secure CITY approval of final engineering plans for the Phase Two construction noted herein to route flows to the West Side WWTP (formerly IYC).

4) OWNERS shall diligently pursue permits for the Phase Two extension from IDOT or the acquisition of easements.

5) Extension of sanitary sewer stubs for future development.

2. Phase Two:

1) Construction of a sanitary sewer to serve approximately 110.37 acres consisting of 62.83 acres to be owned by Meijer, Inc., 47.54 acres owned by DGT Partnership as sole beneficiary of Firststar Land Trust No. 2640, and property owned by the County of Kane west of the westerly property line of Meijer to connect to the existing sanitary sewer along Illinois State Route 38 west of the subject site.

2) Abandonment of the existing temporary sewer and holding facility by removal or filling with grout or other suitable fill will be as approved by the City. Phase Two construction shall commence the later of six (6) months of notice from the City that the West Side WWTP has been certified by the IEPA that it has adequate capacity to serve the subject site or upon receiving all appropriate Federal, if applicable, and State and local permits. The construction of the sanitary sewer improvements shall be subject to the recapture provisions set forth in Article XVI.

C. Stormwater Management: Construction of storm sewer, detention facilities and other measures to ensure no adverse impacts result from the development of the subject realty. Existing drainage watersheds shall be maintained and stormwater facilities shall be constructed to accommodate public roadway improvements required as part of this development.

D. Roadways: See Article XV.

ARTICLE XIII
PRELIMINARY PLAN AND ENGINEERING PLANS AND FINAL PLAT

No Final Plat for all or any part of the Real Estate shall be required as a condition precedent to CITY approval of the Preliminary Plan. No Final Plat shall be approved prior to approval of engineering plans for the phase being developed and for any offsite improvements (for which OWNERS are responsible) related to such phase. CITY shall review and provide written approval or denial of the Final Engineering Plans for the phase being developed within thirty (30) calendar days of acknowledged date stamped receipt of the Final Engineering Plans by the CITY

No construction of Land Improvements, except excavation, mass grading, filling and soil stockpiling and erosion control measures to the extent permitted by ARTICLE XXI hereof entitled "SOIL EROSION CONTROL," shall be commenced prior to approval of engineering plans for the Land Improvements for the phase to be constructed and approval and recording of a Final Plat for such phase.

ARTICLE XIV
OFFSITE AND ONSITE EASEMENTS AND RIGHTS-OF-WAY

A. **Offsite Easements and Eminent Domain.** OWNERS are responsible for obtaining all offsite easements and rights of possession needed for all Land Improvements. In the event OWNERS are unable to obtain such easements or rights of possession under reasonable terms and conditions, the CITY agrees to exercise its power of eminent domain at the request of OWNERS, to obtain any such title to real estate, easements and rights of possession required by the CITY, or by the OWNERS, which are reasonably acceptable to the City Council, for the installation and maintenance of onsite and offsite Land Improvements to service any portion of the Real Estate, provided, however, that the OWNERS shall pay all costs, expenses, judgments, and settlements including reasonable attorneys fees of the CITY arising out of or in connection therewith. CITY shall provide all necessary easements, approvals, licenses and permits over, under and upon real estate which it owns or over such real estate as it has the right to grant such easements, approvals, licenses or permits, to the extent they are necessary or appropriate for the installation of Land Improvements to service any portion of the Real Estate; provided, however,

all costs and expenses therefor shall be paid by OWNERS. CITY shall from time to time provide an estimate for all such costs, expenses, judgments, and settlements including reasonable attorney's fees. Upon CITY'S request, security for payment (in the form of a letter of credit or cash deposit, as designated by OWNERS) shall be submitted to and approved by the CITY prior to CITY incurring such expense. The form, amount, and provider of such letter of credit and amount of such cash deposit shall be subject to review and approval by the City Council. Payment to or for CITY for all such costs, expenses including attorneys' fees, judgments and settlements shall be made within thirty (30) calendar days after OWNERS' receipt of an invoice therefor accompanied by documents providing reasonable evidence in support thereof. Further, in the event payment is not timely made, CITY may discontinue any action on behalf of OWNERS, and may refuse to issue any permits requested by OWNERS. CITY and OWNERS agree that as of the date of this Agreement they have no knowledge of any offsite easements or rights of possession required for the installation of the Land Improvements for the development of the Real Estate with the exception of the following:

1. A possible easement for a sanitary sewer line and a water line across a portion of certain property currently owned by Shodeen, Inc., or other Shodeen entity, located at or near the southeastern corner of the intersection of Randall Road and State Route 38.

2. Existing prescriptive dedication of Bricher Road east and west of Randall Road and any additional right-of-way or easements required to accommodate the proposed Bricher Road improvements required in Article XV hereof.

3. Ingress and egress south from the southerly property line of the Real Estate to Bricher Road across property beneficially owned by the DGT Partnership, subject to permitting by all appropriate regulatory agencies or municipalities.

4. Possible additional right-of-way dedication and/or grants of easements at the southeast, northwest and northeast corner of the intersection of

Randall Road and Illinois State Route 38 (Lincoln Highway) to accommodate the road improvements as required in Article XV hereof or as may be required by IDOT or KCDOT.

B. **Onsite Easements.** An easement or easements over, under and upon that portion of the Real Estate approximately in the easement area(s) shown on the Preliminary Plat for access for emergency vehicles and for access for maintenance, repair, replacement and customary servicing of all electrical lines, sanitary sewer, storm sewer and drainage areas, stormwater detention and retention areas, and water main systems, telephone lines, natural gas supply systems, communication facilities and other utilities and private streets, shall be granted at the CITY'S request on all Final Plats (or by separate instrument or instruments as OWNERS may designate) in favor of the CITY and all of the involved utility and communications companies, now or in the future receiving a CITY franchise, together with related emergency and service vehicles and equipment in locations consistent with the facilities as identified on the Final Engineering plans (which easement or easements shall be subject to restrictions reasonably required by DEVELOPER to protect the safety of public and business invitees, customers and employees while on the Real Estate and to assure the safe and continuous operation of, and full unobstructed access to, business establishments located thereon.) In addition to platted easements or grants of easements, OWNERS shall grant a twenty (20) foot electrical and communication easement lying ten (10) feet on either side of installed and future underground cable and equipment in a location or locations acceptable to Meijer, Inc.

ARTICLE XV OFFSITE ROADWAY IMPROVEMENTS

A. As part of the required Land Improvements, OWNERS shall dedicate or obtain right-of-way for, and shall be responsible for the design and construction of improvements to the streets, roads, highways and sidewalks located adjacent to or in the immediate vicinity of the Real Estate as generally shown on the Preliminary Plan and as described in Exhibit "G" attached hereto and made a part hereof.

B. OWNERS and CITY acknowledge that improvements to Randall Road and Route 38 as described herein will be required by the Kane County Division of Transportation (KCDOT) and the Illinois Department of Transportation (IDOT) as a condition of access from the Real Estate to Randall Road and Route 38. OWNERS and CITY agree that these improvements will facilitate the development of the Real Estate, will provide a benefit to the public beyond that derived by the Real Estate, and will support future access needs for the development of nearby property. OWNERS acknowledge that the provisions of the Prevailing Wage Act (820 ILCS 130) are applicable to the agreement. In consideration of the foregoing, the CITY agrees to contribute a portion of the cost of design and installation of the Randall Road and Route 38 improvements as described in Exhibit "G" according to the following schedule:

1. If the principal Meijer store shown on the Preliminary Plan is opened to the public for business on or before November 30, 2000, the CITY shall contribute forty percent (40%) of the cost of design and installation of the road improvements described in Exhibit "G" attached hereto and made a part hereof, up to a maximum of \$480,000.00.

2. If the principal Meijer store shown on the Preliminary Plan is opened to the public for business after November 30, 2000, the CITY shall contribute twenty-five percent (25%) of the cost of design and installation of the road improvements described in Exhibit "G" attached hereto and made a part hereof, up to a maximum of \$300,000.00.

C. The CITY shall have no obligation for the contribution described above unless and until the principal Meijer store shown on the Preliminary Plan is constructed and opened to the public. The CITY'S contribution for road improvements shall be paid to OWNERS in four (4) equal annual installments, at OWNERS' option, in the form of sales tax rebates or direct payment from the CITY. The first installment shall be due within thirty (30) days following the CITY'S receipt of an invoice therefor accompanied by documents evidencing that the improvements are substantially complete, that KCDOT and/or IDOT has approved the work, and that the work has been paid for as evidenced by final lien waivers. OWNERS shall invoice

CITY annually for the remaining payments which shall be due within thirty (30) days following receipt of such invoices.

D. OWNERS shall enter into:

1. A Signalization Agreement substantially in the form attached hereto as Exhibit "H" prior to recording a Final Plat for any phase of the Real Estate; and

2. Such Agreement for energy charges, maintenance, modernization and reconstruction of the proposed Route 38 traffic signal improvements as shall generally be used by IDOT for similar intersections, and as reasonably acceptable to the CITY, at the time of installation or as otherwise required by IDOT.

ARTICLE XVI REIMBURSEMENT/RECAPTURE AGREEMENTS

If any of the Land Improvements shown or referred to on the Preliminary Plan in the opinion of the corporate authorities of the CITY may be used for the benefit of property other than the Real Estate, then in accordance with Chapter 65, Paragraph 5/9-5-1 et seq. of the Illinois Compiled Statutes, 1996, as amended, the CITY shall (to the extent permitted by law) enter into agreements for reimbursement to OWNERS for a portion of the cost of such Land Improvements. Such agreements shall be substantially in the form attached hereto and made a part hereof as Exhibits "I-1 thru I-4." OWNERS hereby agree that if they are reimbursed by virtue of any existing or future reimbursement agreements (e.g. Fisher Farms, et al.), then OWNERS shall reimburse CITY on a proportional basis depending on CITY'S level of contribution as set forth in Article XV (B) hereof.

~~**ARTICLE XVII BUILDING CODE**~~

~~If at any time during the term of this Agreement the provisions of Title 15 of the St. Charles Municipal Code, except those provisions establishing building permit and related fees, which shall~~

apply as provided in Article IX hereof, shall be amended or modified in any manner to impose more stringent requirements or provisions relating to the development of the Real Estate than currently exists under the provisions of Title 15, then such more stringent requirements or provisions shall not apply to the development of the Real Estate until after December 31, 2000.

ARTICLE XVIII BUILDING PERMIT ISSUANCE

No building permit shall be issued for construction of any structure within the Real Estate until after the Final Engineering Plans and a Final Plat have been approved and a Final Plat has been recorded for the phase in which the building permit or permits are requested. No building permit shall be issued prior to the time that a means of emergency and inspection access and a partial water supply system acceptable to the Building Commissioner, Director of Public Works and the Fire Chief has been provided by OWNERS.

Completion of streets, sanitary sewer and water facilities shall not be required prior to issuance of a building permit. Erosion control and storm water control facilities shall be completed, to the extent necessary to ensure that no proposed construction will have an adverse impact on upstream or downstream properties, prior to the commencement of construction of any building structures permitted under any building permits. The City Engineer shall determine whether erosion control and stormwater control facilities are adequate to meet the standards set forth herein.

ARTICLE XIX COMPLETION OF IMPROVEMENTS PRIOR TO OCCUPANCY

No Certificate of Occupancy shall be issued for any building within the phase of the Real Estate being developed until after City Council approval or acceptance of the Land Improvements related to such phase and of the related offsite improvements necessary to service such phase. However, depending on weather conditions, required landscaping, sodding, seeding, and the final surface course for streets and parking lots for such phase need not be completed prior to issuance of

a Certificate of Occupancy for any such building. However, these improvements shall be completed as soon as practicable, weather permitting.

**ARTICLE XX
BUILDING AND OCCUPANCY PERMIT ADMINISTRATION**

A. Within fifteen (15) days after the filing of an application for any permit required as contemplated hereunder with respect to the Real Estate, the CITY shall notify the applicant regarding any missing or incomplete document(s) required to support such application, failing which timely notification the application shall be deemed complete. The CITY shall issue or deny such permit within thirty (30) calendar days following the later of (i) the date such application is filed; or (ii) the date any missing or incomplete documents of which applicant was timely notified are supplied or completed. If the application for such permit is denied, the CITY shall provide the applicant with a statement in writing specifying the reasons for denial, including specific reference to the code and ordinance provisions that have not been met.

B. Final inspections shall be performed as soon as possible after same are requested and City will endeavor to accomplish said inspection no later than the second (2nd) working day but in no event later than the fifth (5th) day following the request. The CITY shall issue or deny Certificates of Occupancy for any building, structure or dwelling on the Real Estate as soon as possible after final inspection, but in no event later than the second (2nd) working day following the final inspection. If the Certificate of Occupancy is denied, the CITY shall provide OWNERS with a statement in writing specifying the reasons for denial, including specific reference to the code and ordinance provisions that have not been met.

**ARTICLE XXI
SOIL EROSION CONTROL**

OWNERS shall adhere to measures for the prevention of soil erosion during the development of the Real Estate pursuant to the ordinances of the CITY, the "Standards and Specifications for Soil Erosion and Sedimentation Control" published by the Illinois Environmental Protection Agency in 1987, as amended, the "Illinois Procedures and Standards of Urban Soil Erosion and

Sedimentation Control" published in 1988, as amended, and the recommended procedures of the Kane-DuPage Soil and Water Conservation District and any other applicable regulatory agency, whichever is more restrictive. An erosion control plan shall be submitted by OWNERS to the Director of Public Works (the "Public Works Director") and Director of Community Development (the "Development Director") with the Final Engineering Plans for each phase, and shall be subject to their review and approval. No earth moving or other construction activities shall commence prior to fulfillment of the following conditions: 1) approval of an erosion control plan by the Public Works Director and Development Director; 2) the installation of erosion control measures and field approval of those measures (as field modified at the CITY'S discretion) by the City Engineer; and 3) submittal to CITY of a cash deposit or letter of credit (as OWNERS shall choose) in form, expiration date and from an institution reasonably acceptable to the City, in the amount of one hundred fifteen percent (115%) of the engineer's estimate to level stockpiles, fill unused excavations, and restore black dirt cover and vegetation to the site, and to install erosion control measures and maintain same for a period of two (2) years; such amount shall be subject to review and approval of the City Engineer. Upon five (5) calendar days notice to OWNERS, the CITY shall have the right to stop any construction of Land Improvements, buildings and other structures if (i) the City Engineer determines that the erosion control measures shown on the approved erosion control plan and as field modified are not being adequately maintained; and (ii) OWNERS shall not have cured such inadequacies within such five (5) day period; provided, however, that if the City Engineer determines that an emergency exists such that immediate action is necessary in order to avoid substantial risk of bodily harm to members of the general public or substantial damage to public or private property, the five (5) calendar day notice shall not be required. OWNERS agree that a stop work order may be issued on such grounds against the OWNERS of the property on which the violation occurs and will not be lifted until all violations are corrected. OWNERS agree that the OWNERS shall indemnify and hold harmless the CITY from any and all losses, claims, expenses and penalties, including attorneys' fees, arising out of the CITY'S reasonable issuance of a stop work order on such grounds.

Upon submittal to and City Council approval of a cash deposit, letter of credit or other acceptable security instrument (as OWNERS shall choose) to secure OWNERS' obligation to complete the Land Improvements and other improvements required herein in connection with the approval of a Final Plat for part of the Real Estate, which includes mass grading, erosion control

installation, and maintenance, the cash deposit or letter of credit for mass grading, erosion control installation and maintenance previously deposited with the CITY for that part of the Real Estate shall be released. The substitute cash deposit, letter of credit or other security instrument shall itself be released upon completion of the Land Improvements and other improvements secured thereby.

ARTICLE XXII LIQUOR LICENSES

A. The CITY understands that the proposed development of the Real Estate will or may include restaurants and lounges or similar facilities as well as grocery, drug, package liquor and similar stores selling packaged liquor, beer and wine, and that to offer the complete service necessary to their economic viability, each such restaurant, lounge or similar establishment will require a liquor-pouring license and each such store will require a package-liquor sales license. The CITY will issue, upon due application by OWNERS and confirmation of compliance with Chapter 5.05 of Title 5 of the St. Charles Municipal Code, at least two (2) Class B (restaurant) licenses and one (1) Class A (package liquor) license for the benefit of the Real Estate.

B. Following the annexation of the Real Estate and during the term of this Agreement, upon written request of OWNERS, CITY agrees that in the event licenses in the foregoing categories and numbers are not available for an applicant having an establishment on the Real Estate, the CITY will amend Chapter 5.08 of Title 5 of the St. Charles Municipal Code, as amended, so as to provide and allow the issuance of at least three (3) additional licenses, as provided above. The OWNERS shall not be required to attempt to acquire an existing license from another licensee as a condition to the CITY'S amendment of Chapter 5.08 as provided above.

C. It is expressly understood by the parties that, notwithstanding any other provision of this Agreement, any changes in, modifications of or amendments to said Chapter 5.08 which shall impose more restrictive requirements and regulations of general applicability on establishments serving, dispensing or selling alcoholic beverages, or operators or licensees thereof, shall be applicable to establishments situated within the Real Estate. Said Chapter 5.08, and as it may be amended from time to time, shall operate uniformly and without exception upon

ARTICLE XXVIII
NO REQUIREMENT TO DEVELOP

The OWNERS and their successors and assigns shall not be required to develop or plat any of the Real Estate. In the event, however, that OWNERS or any of their successors and assigns develop or plat any of the Real Estate, such development and platting shall be in accordance with this Agreement.

ARTICLE XXIX
SPECIAL SERVICE AREAS

OWNERS shall not object to the formation of and any amendment to a Special Service Area or Areas comprising the Real Estate or portion thereof for the purpose of reconstruction, repair and maintenance of storm water detention and retention facilities, surface drainage facilities, storm sewer lines, and private streets, all within the Real Estate, for a perpetual duration with a maximum rate of 0.20 % per year (\$0.20 per \$100.00) of the assessed value, as equalized, of the taxable Real Estate, excluding all taxable personal property.

ARTICLE XXX
MAINTENANCE OF PRIVATE FACILITIES

The OWNERS shall repair and maintain at their sole expense all retention and detention basins, storm sewer lines, surface drainage facilities and private streets within the Real Estate which are not conveyed to and accepted by the CITY (herein "Private Facilities"). The Land Improvements which shall be conveyed to and accepted by the CITY shall be determined at the time of Final Plat approval as provided in Title 16 of the St. Charles Municipal Code.

In the event OWNERS fail to maintain, repair or replace the Private Facilities, the CITY shall give OWNERS written notice by hand delivery or certified mail of any such deficiency; upon receipt of such notice, OWNERS shall correct such deficiency within 60 calendar days thereafter unless the nature, extent or weather conditions for the repair, maintenance or

replacement of the storm water system prevents the OWNERS from correcting the deficiency within said time period. Under such circumstances, OWNERS shall correct such deficiency as soon as possible, using its best efforts to cause the Private Facilities to operate according to the engineering plans and specifications approved by the CITY. In the event OWNERS fail to correct any such deficiency after the CITY exhausts the procedures set forth above, then the CITY may correct such deficiencies, and may levy a Special Service Area tax to pay for the same or may cite same as a violation of City Ordinance. In the event of the conveyance or assignment of all or any part of the Real Estate to anyone other than the CITY, any such conveyance or assignment shall contain an agreement between the parties involved as to the responsibility for repair and maintenance as contemplated in this Paragraph, this being a covenant running with the land, on recording of this Agreement.

**ARTICLE XXXI
GENERAL PROVISIONS**

A. **Recording.** This Agreement may be recorded in the Office of the Kane County Recorder of Deeds by either party; the OWNERS shall pay the recording fee.

B. **Notice.** Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be delivered to or mailed by certified mail, return receipt requested or personally delivered with evidence of receipt, addressed as follows:

If to OWNERS:

DGT Partnership as Beneficiary of
Firststar Trust No. LT-2640
c/o Gerard R. Dempsey
140 First Street
Batavia, Illinois 60510

Kane County Fair Association
525 South Randall Road
St. Charles, Illinois 60174

Meijer, Inc.
2929 Walker, NW
Grand Rapids, Michigan 49544
Attention: Real Estate Department & Legal Department

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

Certificate

I, KRISTIE A. NEPHEW, certify that I am the duly elected and acting municipal clerk of the City of St. Charles, Kane and DuPage Counties, Illinois.

I further certify that on April 19, 1999, the Corporate Authorities of such municipality passed and approved Ordinance No. 1999-M-24, entitled

"An Ordinance Granting a Special Use as a
Planned Unit Development (Meijer PUD)",

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

The pamphlet form of Ordinance No. 1999-M-24, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on April 23, 1999, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

DATED at St. Charles, Illinois, this 19th day of April, 1999.



Municipal Clerk

(S E A L)

City of St. Charles, Illinois

Ordinance No. 2017-Z-11

**Ordinance Amending Ordinance No. 1999-M-24 to
Modify the Permitted Wall Signage for Meijer,
855 S. Randall Road**

**Adopted by the
City Council
of the
City of St. Charles
May 1, 2017**

Z-11

**Published in pamphlet form by
authority of the City Council
of the City of St. Charles,
Kane and Du Page Counties,
Illinois, May 9, 2017**

Nancy Garrison

City Clerk

(SEAL)



**City of St. Charles, IL
Ordinance No. 2017-Z-11**

An Ordinance Amending Ordinance No. 1999-M-24 to modify the permitted wall signage for Meijer, 855 S. Randall Road

WHEREAS, on or about March 16, 2017, Callie Robertson of Anchor Sign, Inc., (the "Applicant"), filed a petition for Special Use to amend Ordinance No. 1999-M-24 "An Ordinance Granting a Special Use as a Planned Unit Development (Meijer PUD)" for the real estate commonly known as 855 S. Randall Road and legally described in Exhibit "A" (the "Subject Property"), attached hereto and made part hereof, for the purpose of modifying the permitted wall signage on the Meijer building; and,

WHEREAS, Notice of Public Hearing on said petition for Special Use was published on or about March 18, 2017, in a newspaper having general circulation within the City, to-wit, the Daily Herald newspaper, as required by the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, pursuant to said Notice, the Plan Commission conducted a public hearing on or about April 4, 2017 on said petition 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 petition and all interested parties had an opportunity to be heard; and,

WHEREAS, the Plan Commission recommended approval of said petition on or about April 4, 2017; and,

WHEREAS, the Planning and Development Committee of the City Council recommended approval of said petition on or about April 10, 2017; and,

WHEREAS, the City Council of the City of St. Charles has received the recommendations of the Plan Commission and Planning and 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 if fully set out in this Section 1.
2. The City Council hereby finds that the amendment to the Planned Unit Development is in the public interest and adopts the Criteria for Planned Unit Developments, set forth on Exhibit "B", which is attached hereto and incorporated herein.

3. Exhibit III "Development Standards and Design Criteria – Meijer PUD" of Ordinance No. 1999-M-24 "An Ordinance Granting a Special Use as a Planned Unit Development (Meijer PUD)" is hereby amended as follows:

- a. "C. Fourteen (14) signs shall be permitted on the Meijer Store parcel, in accordance with the attached schedule."
- b. The Signage Summary set forth on Exhibit "C", attached hereto and incorporated herein, shall replace said "attached schedule", labeled in Exhibit III of Ordinance No. 1999-M-24 as "Schedule 'A'".

4. That the Pharmacy Drive-Up sign listed on the Signage Summary shall not be installed until construction of a Pharmacy Drive-Up on the Subject Property.

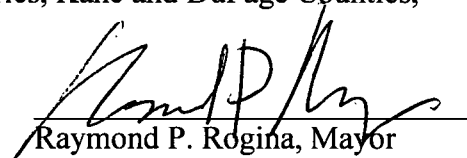
5. That the Subject Property may be developed and used only in accordance with all ordinances of the City now in effect or hereafter amended or enacted.

6. 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 1st day of May, 2017.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 1st day of May, 2017.

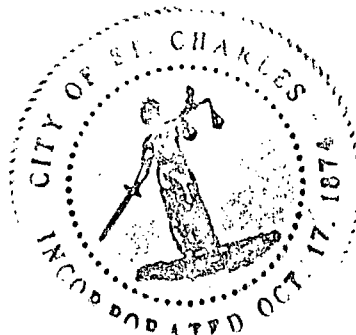
APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 1st day of May, 2017.


Raymond P. Rogina, Mayor

Attest:


Nancy Garrison, City Clerk

Vote:
Ayes:
Nays:
Absent:
Abstain:
Date: _____



APPROVED AS TO FORM:

City Attorney

DATE: _____

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 1 OF RESUBDIVISION #2 OF THE RESUBDIVISION OF MEIJER #182 SUBDIVISION, BEING A RESUBDIVISION IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS, AS RECORDED WITH THE KANE COUNTY RECORDER'S OFFICE AS DOCUMENT NO. 2002K140590.

EXHIBIT "B"

CRITERIA FOR PLANNED UNIT DEVELOPMENTS

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

The amendment of the existing Meijer PUD to include all (8) proposed signs, would help (1) promote a creative approach to the building design that allows users to understand fully every type of business which Meijer offers. The additional signage would also (6) encourage the redevelopment of the site to no longer be inappropriate, as it would make it legal to have all the current signs installed, as it seems that a portion of them were installed without the city's prior knowledge. Including all signage on the PUD would (7) encourage a collaborative process amongst Meijer, its neighbors, the government, and the community as it would support Meijer's economic growth within St. Charles by allowing it to advertise, in a non-distracting way, the businesses located within Meijer, including US Bank and Starbucks. It would also come to the aid of customers to know how to best navigate the large parking lot with signs marking entrances, different areas of the store (Starbucks, Garden Center, etc.) and eventually where to go for the Pharmacy drive-thru.

- 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:**

B. Conforming to the requirements would be impractical, as the list of proposed/current signage is not excessive, it is used to clearly mark what is available and where it located within the store.

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

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

The public convenience will be found in the signage alerting customers that the Meijer contains both a Starbucks and a US Bank. It also alerts them what side of the store the Garden Center is on, and where the Pharmacy Drive-thru will be.

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

Not applicable; only changes to permitted signage.

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 Special Use will only mark the building further in a legible, yet not excessive manner. It will not diminish the use or enjoyment of other properties in the vicinity or neighborhood because it is not flashy or distracting.

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

The establishment will not impede the normal or orderly development of the surrounding property because it will only effect the signage.

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

The establishment will not be detrimental the general welfare of the public as it will only effect the signage.

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.

The proposed PUD will conform to all existing regulation, just allow for an increased amount of signage.

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

The proposed PUD will be beneficial to the economic well-being of the City as it will allow customers to come to Meijer for not only groceries, which will increase business and jobs.

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

The proposed PUD conforms to the Comprehensive Plan's intent as it clearly marks the large building as to avoid confusion for its customers without being excessive in its signs.

EXHIBIT "C"
SIGNAGE SUMMARY

TYPE	LOGO	NUMBER	SQ. FT. of EACH	TOTAL SQ. FT.
Wall Sign	Meijer	1	410.90	410.90
Wall Sign	Welcome	1	12.00	12.00
Wall Sign	Welcome	1	12.00	12.00
Wall Sign	Pharmacy	1	16.11	16.11
Wall Sign	Garden Center	1	19.28	19.28
Wall Sign	Pharmacy Drive Up	1	43.88	43.88
Wall Sign	Starbucks	1	16.00	16.00
Wall Sign	US Bank	1	27.00	27.00
Total Mounted on Main Store				557.17
Monument Sign	Meijer, 24 Hours	2	58	116
Total Monument				116
Gas Station Multiple Canopy Logos	Meijer	3	20	60
Total Mounted on Gas Station Canopy				60
Gas Station Monument Price Cabinet w/o Logo	Type of Gas/Price	1	69	69
Total Free Standing Gas Station				69
Total Area of All Signage				802.17

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

Certificate

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

I further certify that on May 1, 2017, the Corporate Authorities of such municipality passed and approved Ordinance No. 2017-Z-11, entitled

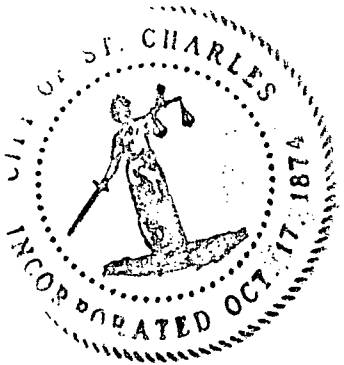
"Ordinance Amending Ordinance No. 1999-M-24 to
Modify the Permitted Wall Signage for Meijer, 855 S.
Randall Road"

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

The pamphlet form of Ordinance No. 2017-Z- 11, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on May 9, 2017, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

DATED at St. Charles, Illinois, this 1st day of May, 2017.

(SEAL)



Nancy Garrison
Municipal Clerk

REFER TO:	
MINUTES	4/19/99
PAGE	-----

RESOLUTION NO. 1999-24

**Resolution Approving a Preliminary Plan
for the Meijer PUD**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage

Counties, Illinois that elements of the preliminary plan of the Meijer PUD consisting of the following:

1. Site Plan entitled "Meijer Design Randall Road and Lincoln Highway (S.R. 38) St. Charles Illinois Preliminary Development Plan" prepared by Woolpert, Dayton, Ohio;
2. Building elevations consisting of two sheets with the notation "Elevations Scale 1/16" = 1'-0"

a reduced size copy of which is attached hereto, be and is hereby approved, subject to compliance with such conditions, corrections, and modifications to the documents described herein as may be required by the Director of Community Development and the Director of Public Works to comply with the requirements of the St. Charles Municipal Code and the provisions of the Annexation Agreement by and among the CITY OF ST. CHARLES, Kane and DuPage Counties, Illinois, and FIRSTAR BANK ILLINOIS as Trustee Under the provisions of Trust No. 2640 dated December 7, 1987 and the KANE COUNTY FAIR ASSOCIATION, a general Illinois not-for-profit corporation, and MEIJER, INC., a Michigan corporation dated February 26, 1999.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 19th day of April, 1999.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 19th day of April, 1999.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 19th day of April, 1999.

Susan L. Klunkhew
MAYOR

ATTEST:

Kristie C. Appen
CITY CLERK

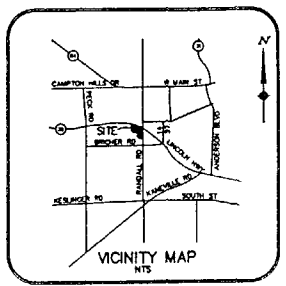
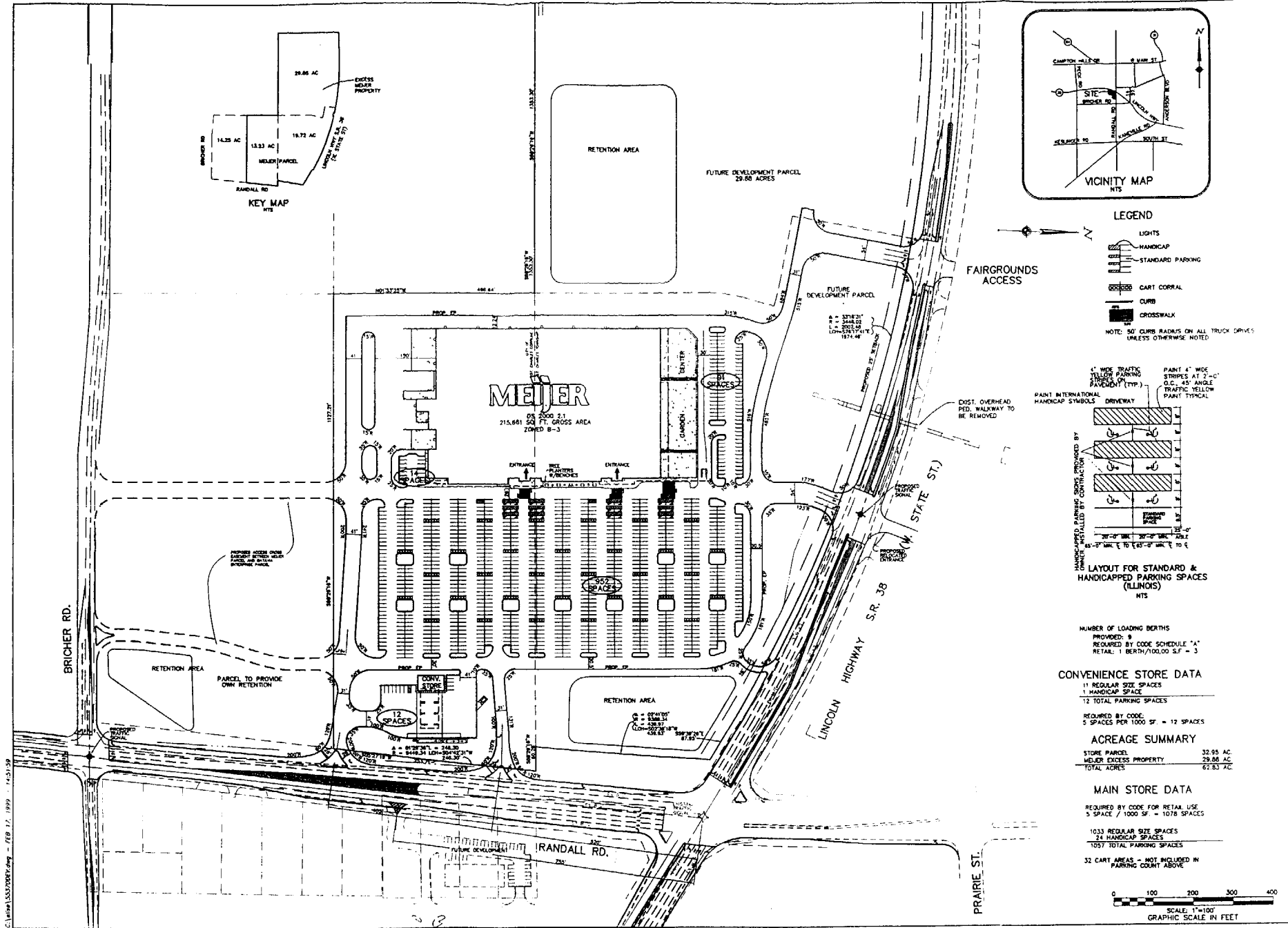
COUNCIL VOTE:

Ayes: 11

Nays: 0

Absent: 0

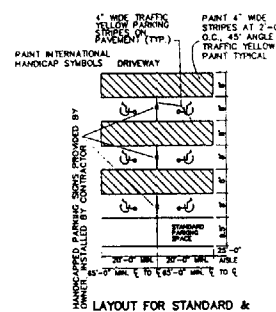
Abstain: 1



LEGEND

- LIGHTS
- HANDICAP
- STANDARD PARKING
- CART CORRAL
- CURB
- CROSSWALK

NOTE: 50' CURB RADIUS ON ALL TRUCK DRIVES UNLESS OTHERWISE NOTED



NUMBER OF LOADING BERTHS
 PROVIDED: 8
 REQUIRED BY CODE SCHEDULE "A"
 RETAIL: 1 BERTH/100.00 S.F. = 3

CONVENIENCE STORE DATA
 11 REGULAR SIZE SPACES
 1 HANDICAP SPACE
 12 TOTAL PARKING SPACES

REQUIRED BY CODE:
 5 SPACES PER 1000 SF. = 12 SPACES

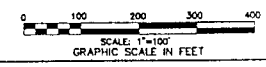
ACREAGE SUMMARY
 STORE PARCEL 32.95 AC.
 MEIJER EXCESS PROPERTY 29.88 AC.
 TOTAL ACRES 62.83 AC.

MAIN STORE DATA

REQUIRED BY CODE FOR RETAIL USE
 3 SPACE / 1000 SF. = 1078 SPACES

1033 REGULAR SIZE SPACES
 24 HANDICAP SPACES
 1057 TOTAL PARKING SPACES

32 CART AREAS - NOT INCLUDED IN PARKING COURT ABOVE



NO.	DATE	REVISIONS
1	1/20/94	ISSUED TO CLIENT
2	2/2/94	OWNER REVIEW OF PROBLEMS FOUND
3	10/25/94	INCORPORATED PARALLEL DRIVE
4	11/15/94	ADDED ADDRESS
5	12/15/94	ADDED ADDRESS
6	12/15/94	ADDED ADDRESS

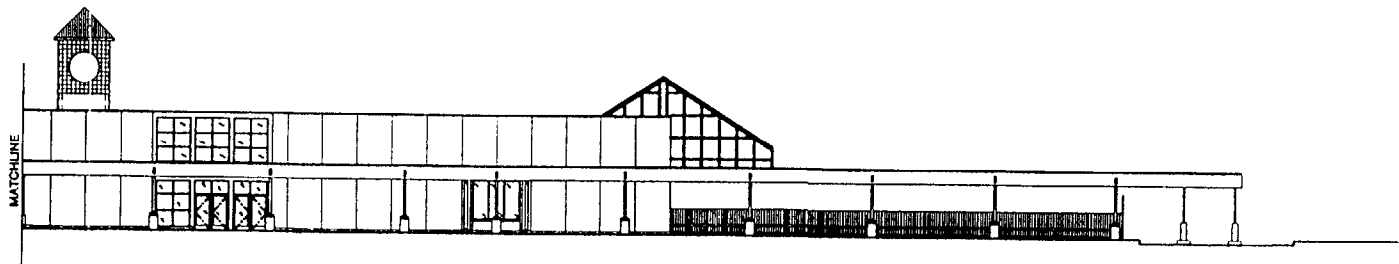
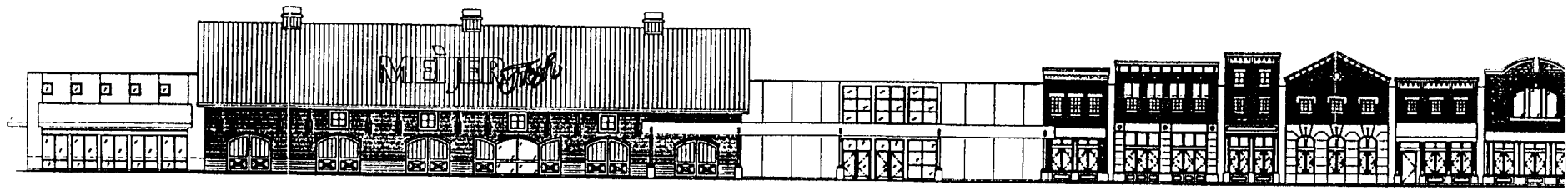
CONTRACT NO.	NA
ADDRESS	408 East Monument Avenue
DATE	JANIL 1994
SCALE	1"=50'
DRAWN	JAE
CHECKED	JAE
DATE	1/15/94
BY	JAE
SCALE	1"=50'

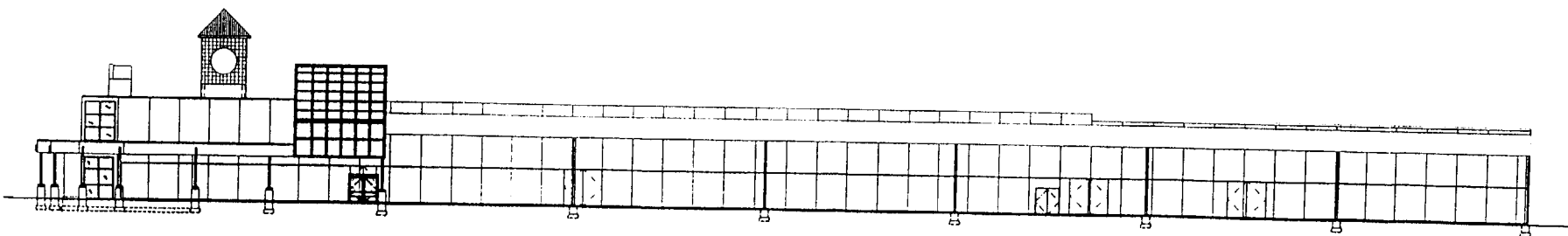
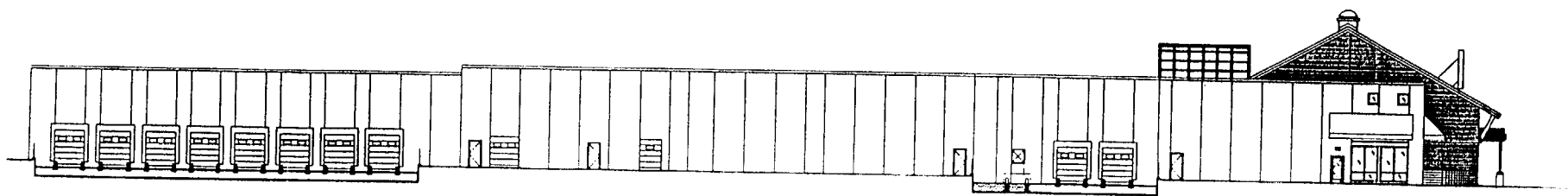
408 East Monument Avenue
 Dayton, Ohio
 45402-1261
 937-461-5660
 937-461-0741

MEIJER DESIGN
 RANDALL ROAD & LINCOLN HIGHWAY (S.R. 38)
 ST. CHARLES, ILLINOIS
 (618) 453-4711

FILE NO. **RAN DP-1**

C:\meijer\1327081.dwg - FEB 17, 1999 - 1:43:59





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

20. 20.