

**AGENDA  
CITY OF ST. CHARLES  
PLANNING & DEVELOPMENT COMMITTEE  
ALD. TODD BANCROFT – CHAIRMAN  
MONDAY, JANUARY 9, 2017 - 7:00 PM  
CITY COUNCIL CHAMBERS  
2 E. MAIN STREET**

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. COMMUNITY & ECONOMIC DEVELOPMENT**

- a. Housing Commission recommendation to approve the creation of a First-Time Homebuyer Downpayment Assistance Program and Amendments to the Single-Family Home Rehabilitation Loan Program.
- b. Presentation of a Concept Plan for Prairie Winds.
- c. Commercial Corridor and Downtown Business Economic Incentive Award Program:
  - c1. Recommendation Regarding Amendments to the Commercial Corridor and Downtown Business Economic Incentive Program.
  - c2. Recommendation to approve a Commercial Corridor and Downtown Business Economic Incentive Award for 122 W. Main Street (Dean Courser – Stanbridge Master Saddler).
- d. Recommendation to approve and execute an Acceptance Resolution for Public Sanitary Sewer Located at 2425 W. Main Street (Buona).

**4. ADDITIONAL BUSINESS**

**5. EXECUTIVE SESSION**

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

**6. ADDITIONAL ITEMS FROM MAYOR, COUNCIL, STAFF OR CITIZENS.**

**7. ADJOURNMENT**

***ADA Compliance***

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

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 3a

Title:

Housing Commission recommendation to approve the creation of a First-Time Homebuyer Downpayment Assistance Program and Amendments to the Single-Family Home Rehabilitation Loan Program

Presenter:

Ellen Johnson

Meeting: Planning &amp; Development Committee

Date: January 9, 2017

Proposed Cost: N/A

Budgeted Amount: N/A

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

Last March, P&D Committee considered pursuing a feasibility study for creation of a multi-jurisdictional Community Land Trust (CLT) along with the communities of Geneva, Batavia, and North Aurora. Due to a lack of interest from the other three communities, the Housing Commission determined it would not be feasible to pursue the CLT at this time.

Since then, the Commission has discussed several program options to utilize the City's Housing Trust Fund. Currently, the Housing Trust Fund has \$603,090, obtained through development contributions. The Commission has provided two recommendations regarding housing programs for the Committee's consideration:

1. Create a new First-Time Homebuyer Downpayment Assistance Program to assist income-eligible homebuyers to purchase a home in St. Charles. The program will be supplemental to Kane County's existing First-Time Homebuyer Program. \$10,000 is offered by the County and an additional \$10,000 will be offered by the City in the event that additional funds are needed to make purchase of a home in St. Charles affordable. Funds will be offered in the form of a 0% interest, deferred payment loan.
2. Amend the City's existing Single-Family Home Rehabilitation Loan Program. This program provides up to \$10,000 to help income-eligible homeowners make necessary repairs to their home. This is a 0% interest, deferred payment loan, and is supplemental to assistance available through Kane County's program. The City's program is currently restricted to single-family properties. Proposed is expanding the program to include townhome and condo units. The intention is for more senior citizens to be able to qualify for the program. Also proposed is changing the name to, "Home Rehabilitation *and Accessibility* Loan Program" to highlight the fact that the program can be used to fund accessibility modifications for physically disabled persons.

**Attachments** *(please list):*

Staff Memo, Program Descriptions

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

Housing Commission recommendation to approve the creation of a First-Time Homebuyer Downpayment Assistance Program and Amendments to the Single-Family Home Rehabilitation Loan Program.

Community and Economic Development  
Planning Division

Phone: (630) 377-4443

Fax: (630) 377-4062



**STAFF MEMO**

**TO:** Chairman Todd Bancroft  
And the Members of the Planning and Development Committee

**FROM:** Ellen Johnson, Planner

**RE:** Proposed Downpayment Assistance Program & Amendment to the Single-Family Home Rehabilitation Loan Program

**DATE:** January 3, 2017

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The Housing Commission has provided two recommendations for the Committee's consideration regarding use of affordable housing fee in-lieu contributions into the City's Housing Trust Fund, in accordance with Ch. 3.50 of the City Code, "Housing Trust Fund". The first is creation of a new First-Time Homebuyer Downpayment Assistance Program and the second is an amendment to the existing Single-Family Home Rehabilitation Loan Program.

**I. RECENT HOUSING COMMISSION ACTIVITY**

**a. Community Land Trust**

The P&D Committee last discussed a housing-related program in March 2016 when creation of a Community Land Trust (CLT) was under consideration. At that time, the four communities that partnered on the *Homes for a Changing Region* plan adopted in 2014 – St. Charles, Geneva, Batavia, and North Aurora – were considering working together to create a CLT as recommended in the *Homes* plan. A CLT is an organization that provides affordable housing to a community. At the March P&D Committee meeting, housing policy consultant Betsy Lassar presented a proposed "exploratory process" to look into the feasibility of creating a Fox Valley CLT. Committee members expressed interest in the CLT concept and the proposed exploratory study, but needed to know if the other three communities would also be participating in the feasibility study before making a recommendation to proceed.

Geneva, Batavia, and North Aurora all decided not to pursue the CLT for a variety of reasons, including funding concerns, both for the feasibility study and the future CLT, and lack of political support. The Housing Commission determined that it would not be practical for St. Charles to pursue the CLT on its own. Creating the CLT would require establishment of a stand-alone nonprofit organization and long-term funding sources, which would be difficult for a community of St. Charles' size to take on alone.

**b. Purchase/Rehab/Resale Program**

The Housing Commission instead decided to look into creating a purchase/rehab/resale program, whereby the City would purchase distressed properties, rehab them, and sell them to income-eligible homebuyers. This is the type of activity the CLT may have taken on. The Commission felt that creating a purchase/rehab/resale program would be a simpler option for the City while still providing the benefit of improving distressed housing stock and providing affordable housing.

Staff conducted research on the purchase/rehab/resale program concept, including speaking to the Kane County Office of Community Reinvestment, which has a Foreclosure Redevelopment Program similar to what the Housing Commission had in mind for St. Charles. The County advised that foreclosed homes available for purchase in St. Charles are in short supply, and those that are available are selling for twice as much as they were a year or so ago, and sell very quickly. Due to these changes in the foreclosure market, the County is moving away from this type of program.

The Housing Commission felt that creating a purchase/rehab/resale program at this time would be attempting to work against market forces. Purchasing a home in today's market, rehabbing it, and selling it at an affordable price would quickly drain the Housing Trust Fund resources. The Commission plans to revisit this idea in the future as the market allows.

**II. PROPOSED FIRST-TIME HOMEBUYER DOWNPAYMENT ASSISTANCE PROGRAM**

At the suggestion of Kane County, the Housing Commission looked into creating a downpayment assistance program instead of a purchase/rehab/resale program as another way to make housing affordable to income-eligible families. The idea behind this type of program is that a home which would otherwise be unattainable to a family can be made affordable through providing downpayment assistance. This type of program both removes the downpayment barrier to homeownership, as well as lowers the monthly mortgage payment. The assistance would be in the form of a 0% interest loan, so the funds would return to the Housing Trust Fund upon sale of the home.

**a. Existing Kane County Program**

Kane County offers downpayment assistance to income-eligible homebuyers, for which St. Charles buyers can apply. The following is a summary of Kane County's First-Time Homebuyer Program:

- \$10,000 in downpayment and closing cost assistance.
- Zero interest, deferred-payment loan; repaid upon sale or transfer of deed.
- First-time homebuyers only (cannot have owned a home in the past three years).
- Annual household income cannot exceed 80% AMI based on household size.
- Buyers must complete a homebuyer education course.
- Buyers must contribute at least 1% of the purchase price.
- Buyers must have lived or worked in the Kane-Elgin Consortium Area for at least 1 year.
- Open to single-family homes, townhomes, and condominiums.
- Homes must pass inspection.



## **b. Proposed City Program**

The Commission determined that the best use of the City's limited resources would be to piggyback on Kane County's First-Time Homebuyer Program, similar to how the City's existing Home Rehab Loan Program is structured. The County's program offers up to \$10,000 per household. An additional \$10,000 will be offered through the City's program for homes purchased in St. Charles if additional downpayment assistance is needed to make purchase of a home affordable for the prospective buyer. The assistance will be in the form of a zero percent interest, deferred payment loan, due back to the City upon sale or transfer of deed. The program is targeted to households at or below 80% Area Median Income (AMI).

Staff has prepared a Program Description (see attached). Applicants will initially apply for Kane County's program, and then apply for additional funds from the City's program if additional assistance is needed. Only homes to be purchased in St. Charles will be eligible for the City's program. Other than the St. Charles location requirement, the edibility requirements match those of the Kane County program (listed above), since applicants will first need to be approved for the County's program.

Like for the City's existing Home Rehab Loan Program, the intent is for a third-party service organization to administer the program for the City. The third-party organization's role would include processing applications, determining eligibility, performing inspections of the home to be purchased, providing homebuyer education classes, and executing the required legal documents.

Staff has reached out to three non-profit housing providers in the area to solicit interest in administering the program. Neighborhood Housing Services of the Fox Valley (NHS) is an Elgin-based non-profit housing service provider that administers the County's First-Time Homebuyer Program. It is logical for NHS to provide this service to the City as well, since applicants will first need to apply to the County's program and would then be working with the same organization when applying for the City's program. NHS has expressed enthusiasm for working with the City on this program. Community Contacts, Inc. which administers the City's Home Rehab Loan Program, declined to provide a proposal and stated they feel it would be most appropriate to work with NHS since they administer the County's program. Joseph Corporation also did not provide a proposal. Based on these responses, staff has been discussing program administration with NHS. These discussions are ongoing, but should not impact the parameters of the program itself. NHS would receive an administration fee of 1% of the total mortgage loan.

## **III. AMENDMENT TO SINGLE-FAMILY HOME REHABILITATION LOAN PROGRAM**

The Housing Commission also discussed a desire to help senior citizens safely remain in their homes by providing financial assistance for making accessibility modifications such as doorway widening, walk-in showers, ramps, and lowered countertops. The City's existing Single-Family Home Rehabilitation Loan Program, which helps income-eligible homeowners make necessary repairs to their homes, already covers "Improvements and modifications for physically disabled persons". This program is available to income-eligible owners of single-family homes, including seniors.

The Commission has recommended the program be opened up to owner-occupied townhome and condominium units, as well, which may provide opportunities for more senior citizens to be

eligible for the program. The City's current program is supplemental to Kane County's Home Rehab Program. Kane County's program is not restricted to single-family homes.

Staff has amended the Program Description for the Single-Family Home Rehab Loan Program (see attached). The program is now called the Home Rehabilitation and Accessibility Loan Program to highlight the potential to fund accessibility improvements. The language has been changed where necessary to reflect the fact that it is no longer restricted to single-family homes. Under "Eligible Improvements", examples of modifications for disabled persons have been added in order to better communicate that the program may be used for accessibility improvements. The rest of the program remains as-is. The program will continue to be used as a supplemental program to Kane County's program, with up to \$10,000 available per household in the form of a zero percent interest, deferred payment loan.

This program is administered for the City by Community Contacts, Inc., a non-profit housing provider based in Elgin. Staff has spoken with Community Contacts and they are agreeable to the changes to the program.

#### **IV. HOUSING COMMISSION RECOMMENDATION**

At its 11/17/16 meeting, Housing Commission unanimously recommended approval of the Program Description for a new First-Time Homebuyer Downpayment Assistance Program and the amended Program Description for the Home Rehabilitation and Accessibility Loan Program.

If P&D Committee provides a positive recommendation on these Program Descriptions, staff will work with NHS to prepare the Service Agreement for the First-Time Homebuyer Downpayment Assistance Program. Staff will also work with Community Contacts on an amended Service Agreement to reflect the changes to the Home Rehabilitation and Accessibility Loan Program.

Staff anticipates the Service Agreements will be brought forward at the February P&D Committee meeting.

#### **V. ATTACHMENTS**

- Program Description: First-Time Homebuyer Downpayment Assistance Program
- Amended Program Description: Home Rehabilitation and Accessibility Loan Program (changes marked in red)

**DRAFT PROGRAM DESCRIPTION: FIRST-TIME HOMEBUYER DOWNPAYMENT  
ASSISTANCE PROGRAM  
JAN. 2017**

**THE CITY OF ST. CHARLES FIRST-TIME HOMEBUYER DOWNPAYMENT ASSISTANCE  
LOAN PROGRAM**

**PROGRAM OVERVIEW**

The City of St. Charles is committed to promoting the availability of attainable housing in the community. Purchasing a home in St. Charles is often out of reach for first-time homebuyers due to the market values of St. Charles' housing stock as well as the need for a substantial downpayment. In an effort to remove the downpayment barrier to homeownership and make owning a home more affordable for local families, the City is initiating a downpayment assistance program for first-time homebuyers. Funding for this program will be provided from the City of St. Charles Housing Trust Fund.

<b>Program Name</b>	<b>Program Description</b>	<b>Available Funds</b>	<b>Type of Loan</b>
First-Time Homebuyer Downpayment Assistance Loan Program (the "Program")	Homeowners will apply to the 3 <sup>rd</sup> Party Vendor for a loan through the City's Program. This loan will only be available to those properties located within the City of St. Charles' corporate limits. The Program is intended to be supplemental to Kane County's First-Time Homebuyer Program; therefore, applicants must initially apply for the Kane County program. Loans through the City's Program will be considered if additional down-payment assistance is needed to make purchase of a home in St. Charles affordable for the prospective homebuyer.	Maximum of \$10,000 per household	0% Interest deferred payment loan with repayment at the time of sale or transfer of deed.

**ELIGIBILITY**

The following criteria will determine applicant eligibility:

1. Income: The annual gross household income of the applicant's household may not exceed the income limits established below.
2. Status: The applicant(s) must satisfy HUD's definition of a first-time homebuyer, meaning the applicant(s) may not have owned a home for the past three years.
3. Residency: The applicant(s) must currently live or work in Kane County and must have lived or worked in Kane County for at least one year at the time of closing.
4. Location:
  - a. The property to be purchased must be within the City of St. Charles corporate limits.
  - b. The property to be purchased may not be located in the 100-year floodplain.
5. Unit Type: The property to be purchased may be a single-family detached unit, condominium unit, or townhome unit.
6. Purchase Price: The maximum purchase price for an existing home is \$209,000. The maximum purchase price for a new home is \$228,000.

7. Ownership: The person(s) receiving the loan must plan to live within the dwelling unit, and not rent the unit to other persons.
8. Downpayment Contribution: The applicant(s) must contribute a downpayment of at least 1% of the purchase price of the home to be purchased.
9. Homebuyer Education: The applicant(s) must successfully complete a homebuyer education course acceptable to the 3<sup>rd</sup> Party Vendor.
10. Mortgage Approval: The applicant(s) must have obtained approval for first mortgage financing that comply with the guidelines established by the Kane County's First Time Homebuyer Program.
11. Home Inspection: The property to be purchased must pass a Housing Quality Standards Inspection.

## INCOME LIMITS

Annual gross household income cannot exceed the most recent income limits for a household at 80% Area Median Income based on household size, as published by the Illinois Housing Development Authority (source: <http://www.ihda.org>):

Chicago Metro Area Income Limits by Household Size at 80% Area Median Income								
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
2016 Income Limits (80% AMI)	\$43,050	\$49,200	55,350	\$61,500	\$66,450	\$71,350	\$76,300	\$81,200

## 3<sup>RD</sup> PARTY VENDOR DUTIES

1. The applicants will apply directly to the 3<sup>rd</sup> Party Vendor.
2. The 3<sup>rd</sup> Party Vendor will process all applications and review all eligibility requirements.
3. The 3<sup>rd</sup> Party Vendor will perform a Housing Quality Standards Inspection of the unit to be purchased.
4. The 3<sup>rd</sup> Party Vendor will send the application information and Information Disclosure (Exhibit E) to City Staff for review and approval once steps 1 through 3 have been completed. No work involving St. Charles Housing Trust Fund money shall begin until the City approves the application.

...TBD

## **DRAFT REVISED PROGRAM DESCRIPTION: HOME REHAB LOAN PROGRAM**

**Jan. 2017**

*[Changes from 2010 Program Description marked in red]*

### **THE CITY OF ST. CHARLES SUPPLEMENTAL ~~SINGLE-FAMILY DETACHED~~ HOME REHABILITATION **AND ACCESSIBILITY** LOAN PROGRAM**

#### **PROGRAM OVERVIEW**

The City of St. Charles is committed to preserving and maintaining its affordable housing stock. In response to this commitment, the City is initiating a ~~single family detached~~ home rehabilitation program. This program offers no interest loans to qualified households to maintain the quality of the affordable housing stock and help distressed homeowners in need. Funding for this program will be provided from the City of St. Charles Housing Trust Fund.

<b>Program Name</b>	<b>Program Description</b>	<b>Available Funds</b>	<b>Type of Loan</b>
Supplemental <del>Single Family Detached</del> Home Rehabilitation <b>and Accessibility</b> Loan Program (the "Program")	Homeowners will apply to Community Contacts, Inc. for a loan through the City's Program. This loan will only be available to those properties located within the City of St. Charles' corporate limits. The Program is intended to be supplemental to Kane <del>County's Single Family Detached</del> Home Rehabilitation Loan Program; therefore, applicants must initially apply through the Kane County program. Loans through the City's Program will be considered in the following circumstances: (i) the cost of the Eligible Improvement(s) exceeds the maximum amount paid by Kane County or (ii) the homeowner has project costs that are not eligible for reimbursement through Kane County's program, but are Eligible Improvements.	Maximum of \$10,000 per household	0% Interest deferred loan with repayment at the time of sale or transfer of deed.

#### **ELIGIBLE IMPROVEMENTS**

- Improvements and modifications for physically disabled persons, **including but not limited to: grab bars and railings; motorized chair lifts; doorway widening; walk-in showers; accessible toilets; shower seats; ramps; bed rails; and lowered countertops.**
- Repairs/improvements to mechanical, heating, plumbing, structural, and electrical systems.
- Exterior painting.
- Improvements to building security.
- Termite damage repair.
- Drainage improvements.
- Yard clean-up.
- Repairs or replacement of roofing.
- Insulation.
- Exterior work that will improve overall neighborhood appearance.
- Windows in need of repair or replacement.

## INELIGIBLE IMPROVEMENTS

- Additions/upgrades to existing structure or component parts, i.e. window upgrades (Bay Window), room additions, etc. (except to provide access to persons with disabilities).
- Purchase or repair of furnishings.
- Purchase of land/real property.
- Construction/repair of swimming pools or hot tubs.
- Appliances
- Improvements to common elements of association owned or managed property.

## RESIDENTIAL REHABILITATION PRIORITIES

The following priority system will be used to classify rehabilitation work needed for each property. The following priority system is in descending order of priority. Category A represents the highest priority items, and Category D represents items of lowest priority.

### Category A - Health & Safety items

Category A consists of code violations and repair of the major systems that threaten the health and safety of the resident (e.g., basic structural, mechanical, electrical, heating and/or plumbing systems).

### Category B - Incipient Code Violations

These items include those elements of the structure which are not in violation of the code but appear to be in a condition that will deteriorate into a code violation if left uncorrected (e.g., hot water heater or boiler of 30 or 40 years of age which may have given some minor problem in the recent past). If sufficient dollars are available to address more than the Category A items, then Category B improvements shall be undertaken to the extent of financial feasibility.

### Category C - Energy Conservation Items

These items are directly related to the conservation of energy by upgrading the dwelling's thermal protection such as new windows, new doors, and insulation which may be undertaken if sufficient dollars have been available to address Category A and B items.

### Category D - General Property Improvements

These work items constitute improvements which can be made to the property, but are not vital to health and safety of the resident. Examples could include yard maintenance, exterior painting, air conditioning, improvements and modifications for physically disabled persons. These items can be considered property improvements after Categories A through C have been addressed and subject to staff approval.

## ELIGIBILITY

The following criteria will determine applicant eligibility:

1. Income: The annual gross household income of the applicant household may not exceed the income limits established below.
2. Location: The subject property must be within the City of St. Charles corporate limits.
3. Home Value: The value of the applicant's home may not exceed \$271,050.
4. Type of Unit: The unit must be an owner-occupied residential property. ~~single-family detached residential property.~~
5. Ownership: The person receiving the loan must live within the dwelling unit, and not rent this unit to other persons.

## INCOME LIMITS

To be eligible for a deferred loan with repayment at the sale of the property the following income criteria will apply:

The annual gross household income cannot exceed the most recent income limits for a household at 80% Area Median Income based on household size, as published by the Illinois Housing Development Authority (source: <http://www.ihda.org>). The Household Valuation Limitation is set at the most recent FHA Mortgage Limit for Kane County (source: <https://entp.hud.gov/idapp/html/hicostlook.cfm>). The below chart uses 2016 income limits published by IHDA and 2016 Household Value Limitation from HUD.

Owner Occupied Affordability Chart For Chicago Metro Area 80% of <del>Average</del> Area Median Income								
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
2016 Income Limits (80% AMI)	\$43,050	\$49,200	55,350	\$61,500	\$66,450	\$71,350	\$76,300	\$81,200
Household Value Limitation	\$ 271,050							

~~Please Note: The above chart uses 2009 income limits published by the Illinois Housing and Development Authority (Source: <http://www.ihda.org>). The Household Valuation Limitation is set to the FHA Mortgage Limit for the City of St. Charles (Source: <https://entp.hud.gov/idapp/html/hicostlook.cfm>).~~

## 3<sup>RD</sup> PARTY VENDOR DUTIES

1. The applicants will apply directly to the 3rd Party Vendor.
2. The 3<sup>rd</sup> Party Vendor will process all applications and review income eligibility.
3. The 3<sup>rd</sup> Party Vendor will perform onsite inspections of ~~single family detached~~ home.
4. The 3<sup>rd</sup> Party Vendor will create the scope of work for all necessary repairs.
5. The 3<sup>rd</sup> Party Vendor will verify ownership of the property in the form of a title insurance policy.
6. The 3<sup>rd</sup> Party Vendor will send the application, Application information and Information Disclosure (Exhibit E) to City Staff for review and approval once steps 1 through 4 have been completed. No work involving St. Charles Housing Trust Fund money shall begin until the City approves the application.
7. The 3<sup>rd</sup> Party Vendor will bid the work to 3 separate contractors.
8. The 3<sup>rd</sup> Party Vendor will award the contract to the lowest responsible bidder and will supervise the work.
9. Prior to commencing work on a project, the 3<sup>rd</sup> Party Vendor will obtain a promissory note and mortgage agreement, in forms acceptable to the City, from the property owner. The mortgage shall be recorded in the Recorder's Office of the county where the property is located simultaneously with the disbursement of funds by the City.
10. The 3<sup>rd</sup> Party Vendor will ensure that all work is complete and inspected and approved by the City of St. Charles Building and Code Enforcement Division.
11. Once the work is complete the 3<sup>rd</sup> Party Vendor will submit lien waivers, cost affidavits, and such other documentation, as the City requires, to the City Staff to receive repayment.

12. City Staff will review Disbursement Request and issue reimbursement for Eligible Improvements and an administrative fee of 10% and all fees associated with recording of the mortgage lien and Title Search to the 3<sup>rd</sup> Party Vendor. No payment shall be made until the 3<sup>rd</sup> Party Vendor delivers an ALTA Loan Policy of Title Insurance in favor of the City for the amount of the reimbursement.
13. The 3<sup>rd</sup> Party Vendor will process any repayments of the mortgage lien on behalf of the City, and send this repayment to the City.





## AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 3b

Title:

Presentation of a Concept Plan for Prairie Winds of St. Charles (Bricher Commons PUD)

Presenter:

Russell Colby

Meeting: Planning & Development Committee

Date: January 9, 2017

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted: ☐

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

The subject property is a 32-acre undeveloped parcel located on the north side of Bricher Rd., directly west of Lowe's. The property is part of the Bricher Commons PUD.

Prairie Winds LLC, contract purchaser, has submitted a Concept Plan application for feedback regarding a proposed multi-family residential development on 20 acres of the subject property. Details of the proposal are as follows:

- 250 residential units in 25 buildings (10 units per building).
  - 50 one-bedroom units, 150 two-bedroom units, 50 three-bedroom units
- 300 garage spaces (at least one per unit) and 110 surface parking spaces.
- Amenities: Clubhouse, pool, playground area, dog park, and outdoor grilling space.
- Primary and secondary access points from Bricher Rd.
- Stormwater detention along Bricher Rd.

The Comprehensive Plan land use designation for the property is Industrial/Business Park; however the Plan states that this site may also be appropriate for residential uses, provided densities and built form are similar to that of adjacent residential parcels.

### **Attachments** (*please list*):

- Staff Memos (Summary of Plan Commission comments, Information regarding Development Fees, Plan Review memo)
- Concept Plan

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

Provide comments on the Concept Plan. Staff is recommending the Committee provide comments on the following topics:

- Land Use, Density and Zoning
- Building Type/Architecture
- Site Layout
- Access/Road Connections: Should a road connection between Bricher Rd. and Rt. 38 be planned in this area? Or would cross-access connections to the north portion of Bricher Commons and to the private drive between Lowes/Meijer provide adequate connectivity?
- Development Fees:
  - Staff is seeking direction regarding the developer's concern regarding the applicable utility connection/service fees, building permit fees, and the Inclusionary Housing fee.
  - Regarding the land-cash fees, the developer has the ability to provide an appraisal to request a lower per-acre land value or to provide a demographic study to request a lower population generation formula. Is the Committee open to reviewing these items? Is the Committee open to considering a credit of the land-cash requirement for private recreational amenities for this project?

Community & Economic Development  
Planning Division

Phone: (630) 377-4443

Fax: (630) 377-4062



ST. CHARLES  
SINCE 1834

**STAFF MEMO**

**TO:** Chairman Todd Bancroft  
And the Members of the Planning and Development Committee

**FROM:** Ellen Johnson, Planner  
Russell Colby, Planning Division Manager

**RE:** Prairie Winds of St. Charles Concept Plan – **Plan Commission comments**

**DATE:** January 4, 2017

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The Plan Commission reviewed the Concept Plan for Prairie Winds of St. Charles at their meeting on December 20, 2016. Below is a summary of the comments that were shared by a majority of the Plan Commission members.

1. Land Use
  - a. The proposed multi-family residential land use is appropriate for the site.
2. Zoning and Density
  - a. The proposed density is appropriate for the site (12.25 units per acre).
  - b. Although the density is appropriate through a PUD, consider a lower underlying zoning classification of RM-2 zoning (maximum 10 units per acre) instead of the proposed RM-3 zoning (maximum 20 units per acre). In the event the project is not constructed, the underlying zoning would remain at the lower density level.
3. Site Layout
  - a. The site layout should be improved to allow for better flow within the site. A variety of suggestions were offered:
    - i. Have clearly defined linear north-south and east-west collectors within the site.
    - ii. Straighten out the entrance drive off Bricher Rd.
    - iii. Reduce dead-ends and/or provide a looped design.
  - b. A network of sidewalks within the site will be necessary for safe pedestrian movement.
4. Building Type/Architecture
  - a. The “big house” style, two-story building type is creative.
  - b. The architecture is attractive.
5. Access
  - a. Provisions need to be made to allow for a future connection from Bricher Rd. to Rt. 38 as contemplated in the Comprehensive Plan. (The Commission discussed reserving space along the west property line for the future road; however upon further evaluation by the applicant and staff, this may not be a feasible alignment for the road, due to conflicts with topography/wetlands and restrictions on the Bricher Rd. access location).
  - b. The development should connect to the existing private drive between Lowe’s and Meijer. (The applicant stated at the meeting that they intend to connect to this drive.)

# Community & Economic Development Planning Division

Phone: (630) 377-4443

Fax: (630) 377-4062



## STAFF MEMO

**TO:** Chairman Todd Bancroft  
And the Members of the Planning and Development Committee

**FROM:** Russell Colby, Planning Division Manager

**RE:** Prairie Winds of St. Charles Concept Plan – **Development Fees**

**DATE:** January 4, 2017

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During discussions with Staff regarding the Concept Plan for the Prairie Winds, the applicant has raised a concern with the amount of development fees that would be applicable to the project.

The total estimated fees are \$1,484,750 for utility and permit fees and \$3,858,447 for impact fees (assuming all fees are paid, with no school or park land dedication and no affordable units provided within the project). These calculations equate to \$5,939 per unit for utility/permit fees and \$15,434 per unit for impact fees. Below is summary of the estimated development fees applicable to the project.

### **UTILITY CONNECTION/SERVICE AND PERMIT FEES**

Utility Connection/Service and Permit Fees are set by City Code. The City Code does not outline a process for reduction or waiver of these fees. If directed, Staff can confer with legal counsel regarding the process to adjust these fees.

- **Water Connection:**  
Per Section 13.16.050 of the City Code, ranging from \$850 to \$1,350 per unit, based on unit size:  
**Developer's Estimated Fees for Prairie Winds: \$312,500**
- **Sanitary Sewer Connection:**  
Per Section 13.12.820 of the City Code, at \$2,559 per attached residential unit:  
**Developer's Estimated Fee for Prairie Winds: \$639,750**

*Note: The site is within the West Side Wastewater Treatment Facility Service Area, which serves most properties within the City located west of Randall Road. Connection fees for the West Side service area are higher than connection fees for the City's main Fox River Facility. The fees are intended to fund a planned future expansion of the West Side plant that will be necessary upon the full buildout of the West Gateway area.*

- **Electric Service:**  
**Developer's Estimated Fee for Prairie Winds: \$407,500**
- **Building Permit Fees:**  
**Developer's Estimated Fee for Prairie Winds: \$125,000**

## **IMPACT FEES**

- **Kane County Transportation Impact Fee (Not administered by the City):**

**Developer's Estimated Fee for Prairie Winds: \$281,000**

- **Inclusionary Housing:**

Title 19 of the City Code requires construction of, or fee-in-lieu for, affordable units as a percentage of any new residential development. The decision as to whether to accept affordable units or a fee-in-lieu is determined by the City Council.

The requirements are listed in Section 19.02.060:

- For developments with more than 15 units, the percentage of affordable units required is 10% of the total unit count in the project.
- The fee-in-lieu amount per unit is to be set annually by the City Council. The fee is currently set at \$72,819.50 per unit (Resolution 2016-30, approved 3/7/16). (This per unit fee is the same for both multi-family and single-family developments)

**Based upon the calculations, the estimated requirement for Prairie Winds:**

**25 affordable units within project      or      \$1,820,487 fee (to City's Housing Trust Fund)**

The City Code does not outline a process for reduction or waiver of the fee for a specific project. However, the City Council has the ability to set a new fee for the current year. If directed, staff can bring forward a proposal to revise the fee for consideration at a future Committee meeting.

- **School Land-Cash Contribution:**

Subdivision Code Chapter 16.10, "Dedications," requires that new residential subdivisions provide either a dedication of land area to the school and park districts, or an equivalent fee-in-lieu of land dedication payment directly to school or park district.

Data used to calculate the Land-Cash contribution is set by the City Code as follows:

- Population Generation calculations are from a table prepared by the Illinois School Consulting Service, dating from the 1990s. This same data is used throughout the region for calculation of land-cash contributions.
- The required land area necessary for a park or school site:
  - Park acreage: 10 acres per 1,000 population
  - School acreage varies per elementary/middle/high school populations. The current site area requirement is based on information provided by School District #303 in 2008.
- Per-acre land value is set at \$240,500. The City Council amended the code in 2008 to set the per-acre land value at this level.

**Based upon the calculations, the estimated dedication requirements for Prairie Winds:**

**School:            2.02 acre site area      or      \$487,962 fee-in-lieu**

**Park:             5.28 acre site area      or      \$1,268,998 fee-in-lieu**

The code identifies the following mechanisms for adjusting the land-cash calculations for a specific site/project. It would be beneficial for the Committee to provide comments on whether they are open to reviewing adjustments to the land-cash calculations per the sections below.

#### **Per-Acre Land Value:**

##### **16.10.090 – Amount of cash contribution**

The cash contribution in lieu of land shall be based on the fair market value of improved land within the subdivision. The fair market value of improved land for subdivisions to be developed within the City is hereby determined to be two hundred forty thousand five hundred dollars (\$240,500.00) per acre, which shall be used in the calculation of the required cash contributions, except as follows:

The fair market value for subdivisions to be developed outside the corporate limits of the City of St. Charles but within the City's 1 ½ mile jurisdictional area is hereby determined to be one hundred seventy-five thousand dollars (\$175,000).

If the City Council determines that the specifics of the subdivision so warrant, it may require a formal appraisal; if the Subdivider files a written objection to the use of the per acre value established herein, he shall submit a formal appraisal. Such appraisal shall show the fair market value of improved land in the area of the subdivision.

Final determination of the fair market value per acre of land shall be made by the City Council, based upon the appraisal or appraisals, and upon other information which may be submitted by the Park District, School District, or others. The Subdivider shall pay all appraisal fees.

#### **Population Generation:**

##### **16.10.110 – Calculation of estimated population**

The "Table of estimated ultimate population per dwelling unit," attached hereto as Exhibit E shall be used to calculate the amount of required park and school site land and cash contributions in lieu thereof. A written objection to Exhibit E may be filed by the Subdivider, or by the school or Park District, prior to City Council approval of the preliminary plan. Such objection shall include a demographic study showing the estimated ultimate population to be generated by the subdivision. Final determination of the estimated ultimate population shall be made by the City Council at the time of preliminary plan approval. It is recognized that population density, age distribution, and local conditions change over time, and that, therefore, Exhibit E is subject to periodic review and amendment as necessary.

#### **Park Credit for Private Recreational Facilities:**

##### **16.10.180 – Private recreational areas in lieu of dedicated park land**

A. Private recreation areas and facilities may reduce the demand for local public recreational services. At the option of the City Council, a portion of the public park site requirement may be provided in the form of private recreation areas. The extent of same shall be determined by the City Council, based upon the needs of the projected residents,

the extent to which the private recreation areas are available for use by the residents of the subdivision, and available park land in the general area.

B. In general, a substitution of private recreational areas for public park sites will require a substantially higher degree of improvement, such as the installation of recreational facilities and equipment by the Subdivider. Detailed plans of facilities to be installed shall be submitted with the preliminary plan and shall be subject to the review and approval of the City Council. Before any credit is given for private recreation areas, the Subdivider shall provide such guarantee that the private recreation areas will be permanently maintained for such use by the execution of such legal documents and the provision of such sureties as City shall request.

Community & Economic Development  
Planning Division

Phone: (630) 377-4443

Fax: (630) 377-4062



**STAFF MEMO**

**TO:** Chairman Todd Bancroft  
And the Members of the Planning and Development Committee

**FROM:** Ellen Johnson, Planner  
Russell Colby, Planning Division Manager

**RE:** Prairie Winds of St. Charles Concept Plan (Bricher Commons PUD)

**DATE:** January 4, 2017

**I. APPLICATION INFORMATION:**

**Project Name:** Prairie Winds of St. Charles

**Applicant:** Prairie Winds, LLC

**Purpose:** Concept Plan review for multi-family residential development

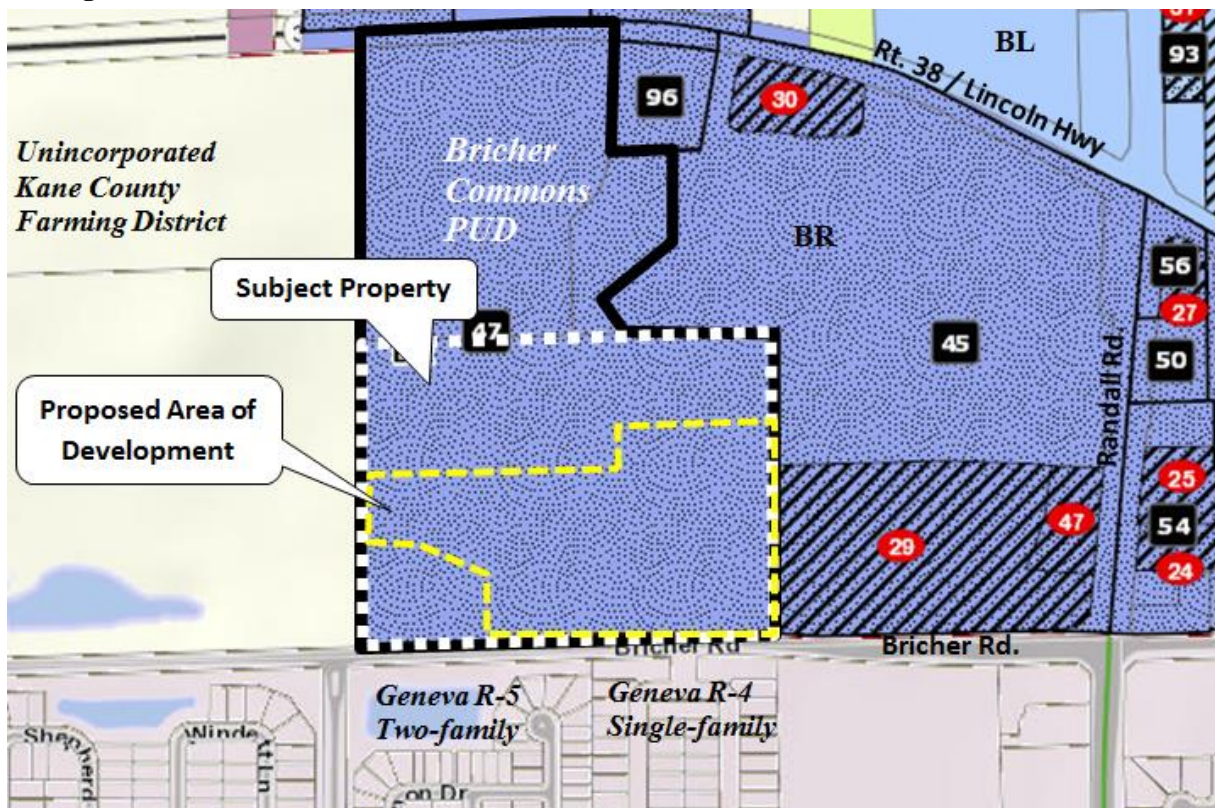
General Information:		
<b>Site Information</b>		
Location	North side of Bricher Rd., west of Lowe's	
Acres	32 acres (existing parcel); 20.4 acres for proposed development	
Applications	<b>Concept Plan</b>	
Applicable Zoning Code Sections	17.04 Administration 17.12 Residential Districts	
<b>Existing Conditions</b>		
Land Use	Agriculture	
Zoning	BR Regional Business & PUD (Bricher Commons PUD)	
<b>Zoning Summary</b>		
North	BR Regional Business & PUD (Bricher Commons PUD)	Agriculture
East	BR Regional Business & PUD (Meijer PUD)	Meijer, Lowe's
South	City of Geneva: R-4 High Density Single-Family R-5 Low Density Two- and Three-Family	Single-family homes, townhomes
West	Kane County: F Farming District	Agriculture
<b>Comprehensive Plan Designation</b>		
Industrial/Business Park with potential for residential uses		



## Aerial



## Zoning





## II. BACKGROUND

### A. HISTORY

The subject property is a 32-acre undeveloped parcel located on the north side of Bricher Rd., directly west of Lowe's. The property is part of the Bricher Commons PUD. The PUD was initially approved for commercial development under Ordinance No. 1999-Z-11, "An Ordinance Granting a Special Use as a Planned Unit Development (Bricher Commons PUD)". The property was also annexed into the City at that time.

In 2006, the PUD was amended under Ordinance No. 2006-Z-7, "An Ordinance Amending Special Use Ordinance 1999-Z-11 (Second Amendment to Bricher Commons PUD)". In addition to the commercial uses already permitted on the property, the amendment allowed for multi-family residential uses on up to 34.5 acres of the property, subject to a density limitation (maximum of 250 units) and that 20% of the residential units must be affordable. A conceptual site plan was included illustrating the intended residential and commercial land uses and internal circulation, including a roadway through the site connecting Bricher Rd. and Rt. 38. (The 2006 PUD Ordinance and site plan are attached.)

No preliminary plans were submitted for development of the property as contemplated under the 2006 PUD ordinance.

### B. PROPOSAL

Prairie Winds LLC, contract purchaser, has submitted a Concept Plan application for feedback regarding a proposed multi-family residential development on 20 acres of the subject property within Bricher Commons. Details of the proposal are as follows:

- 250 residential units in 25 buildings (10 units per building).
  - 50 one-bedroom units
  - 150 two-bedroom units
  - 50 three-bedroom units
- 300 garage parking spaces (at least one per unit) and 110 surface parking spaces.
- Amenities including a clubhouse, pool, playground area, dog park, and outdoor grilling space.
- Primary and secondary access points from Bricher Rd.
- Stormwater detention area along Bricher Rd.

## III. COMPREHENSIVE PLAN

### Land Use Plan:

The Comprehensive Plan Land Use Map identifies the Subject Property as "Industrial/Business Park." The plan states:

*"Areas designated for industrial/business park are intended to accommodate a variety of uses ranging from light assembly, storage and distribution, low intensity fabrication operations, research and "tech" industry applications, intense commercial service uses, and more. These areas are also intended to provide for business park/office park uses, which could include "stand*

*alone” office buildings and complexes or several buildings incorporated into a “campus like” setting.”*

However, the site is also called out in the Residential Areas Framework Plan as one of two sites labeled “D”, where residential uses may also be appropriate (p.45). The plan states:

*Although designated as Industrial/Business Park within the Land Use Plan, these sites may also be appropriate for residential uses, provided densities and built form are similar to that of adjacent residential parcels.*

**Residential Land Use Policies:**

The following Residential Land Use Policies on p.43-44 are relevant to the review of the Concept Plan:

***Maintain a diverse and affordable mix of housing types to allow St. Charles to continue to attract and retain families and residents.***

*The City defines affordable housing as “housing in which mortgage, amortization, taxes, insurance, and condominium or association fees, if any, constitute no more than 30% of the gross annual household income for a household of the size that may occupy the unit.” Making affordable housing available also provides workforce housing – housing that is affordable to “critical service” employees that contribute to the quality of life in the City, as well as providing a range of housing options for first time home buyers, young families and to facilitate “aging in place”. Title 17.18 [Now Title 19] Inclusionary Housing of the City Code seeks to provide Affordable Dwelling Units within new residential developments by requiring developers to provide a proportionate share of affordable housing, or fees in lieu thereof, to ensure that an adequate stock of affordable housing is, and remains, available in the City of St. Charles.*

***Locate new multi-family residential developments in appropriate locations within the City and consider the implications of concentrating units in one location or area of the City.***

*Throughout the outreach exercises associated with the Comprehensive Plan, residents expressed concerns over the concentration of apartments on the City’s west side. Citing issues such as traffic, lack of pride in ownership, transient school children, and straining municipal infrastructure, residents are opposed to more “rentals” in the community. Apartments, however, are an important component of a healthy housing stock, expanding housing options for those wishing to live in St. Charles but cannot afford, or have chosen not to, own their home. Apartments are also only a subset of the dwelling types that comprise multi-family housing, which can be owner occupied (i.e. condominiums). In addition to assisting with the community’s goals to provide affordable housing in the community, multi-family housing contributes to residential density which can improve the viability of shopping areas in the community. Recognizing that this Plan is dynamic and not “set in stone”, the City should promote multi-family housing in areas identified in the Land Use and Residential Areas Plans, but consider proposals in other areas provided any significant impact on schools, traffic, and other infrastructure can be mitigated.*

***Consider the potential impact of new residential development on schools, municipal services and traffic.***

*As a mature community, the City’s infrastructure is well established, particularly in the older areas of the community. Unlike emerging suburbs that are continuously growing, widening roads and building schools as necessary, the community infrastructure in St. Charles is well established and not as easily adaptable. Although road and intersections can be widened, and schools expanded, a less costly approach would be to work within the framework of the City’s well established infrastructure, evaluating proposed development’s impact on City systems and working with developers to mitigate and minimize strains on local systems.*

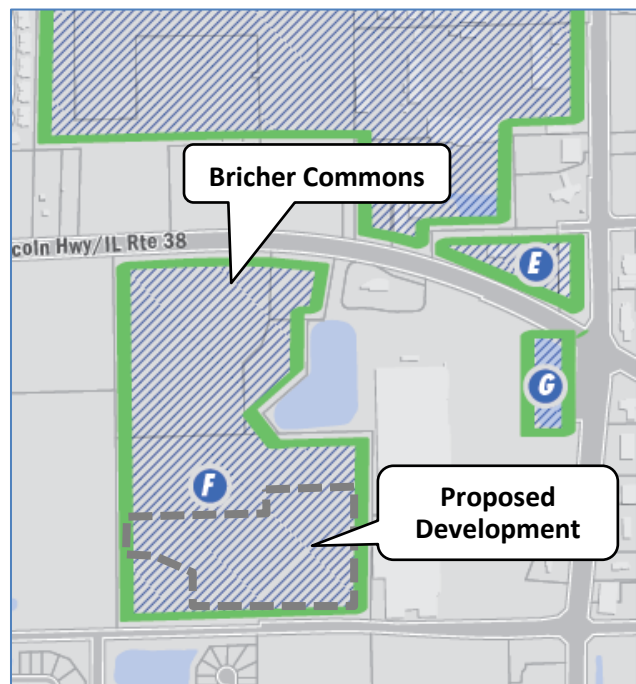
***Continue to work with the St. Charles Park District to ensure the residential areas of the City are well served by neighborhood parks and recreation.***

*Parks are a contributing factor to the high quality of life in St. Charles. To ensure the community continues to be well served by parks and recreation, the City should continue to administer its parkland dedication as specified in Title 16.10 Dedications of the City Code. Although the existing parkland dedication requirements may satisfy the provision of open space for larger subdivisions, a provision in the Code allows for cash-in-lieu of a park dedication if the park size is not “practical.” As the City matures, it is expected that most of the future growth will consist of smaller infill development with smaller dedication requirements, and accepting cash donations may leave these developments under served by “close to home” park space. The City should work with the Park District to better define “practical” and better align this policy to reflect the changing character of residential development within the City and consider accepting smaller park dedications to provide adequate open space for infill subdivisions.*

**West Gateway Subarea Plan:**

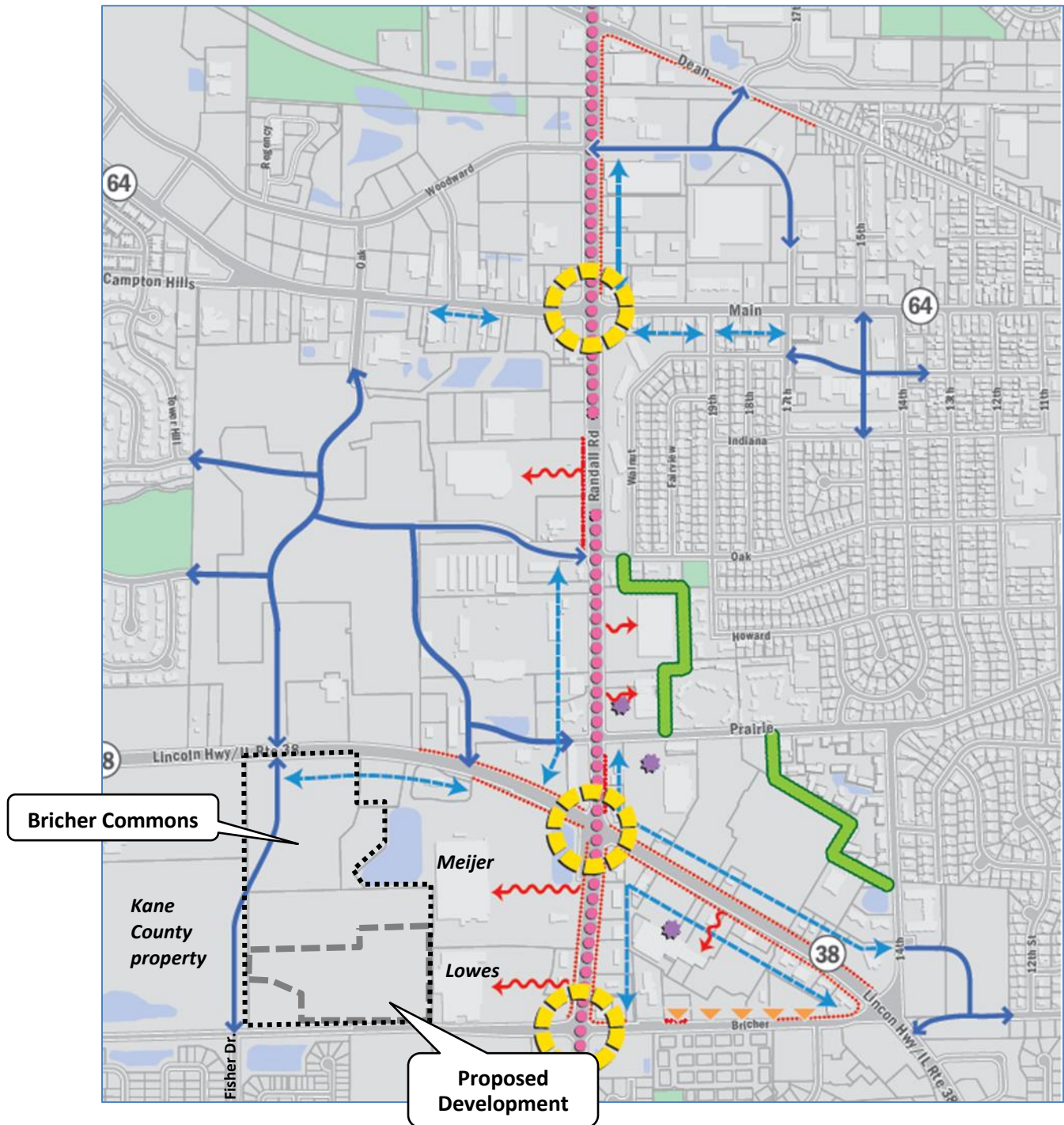
The entire Bricher Commons property is identified as a Catalyst Site in the West Gateway Subarea Plan (Site F). The plan recommends residential or office/commercial service uses at the interior and southern end of the property (p.97). The plan states:

*Situated between the Meijer on Randall Road and the Kane County Government Center is a 55-acre site known as Bricher Commons. Portions of the site have excellent visibility and frontage to Lincoln Highway, however not all of the site can capitalize on the visibility and access that IL Route 38 provides. The northern areas of the site should develop with commercial uses fronting Lincoln Highway with either multifamily, single-family attached, or offices and commercial services, in the rear and interior of the site.”*



The West Gateway Subarea Plan recommends a number of infrastructure improvements for the area, including a new north-south collector street from Bricher Rd. to Main St. Part of this collector would extend from Bricher Road to Rt. 38, through the Kane County-owned property directly west of the proposed development and the northern part of Bricher Commons (p.96; see map on next page). The plan states:

*A complete street network is important for efficient movement of vehicles and pedestrians...Extending or establishing local streets where appropriate will break up the large super-block development pattern and improve circulation along the corridor and surrounding neighborhoods for both vehicles and pedestrians and will minimize traffic travelling along Randall Road.*



### **Transportation Plan:**

Street network and connectivity improvements, including the connection between Bricher Rd. and Main St., are described in more detail in the Transportation Plan (p.75; see map on next page). The plan states:

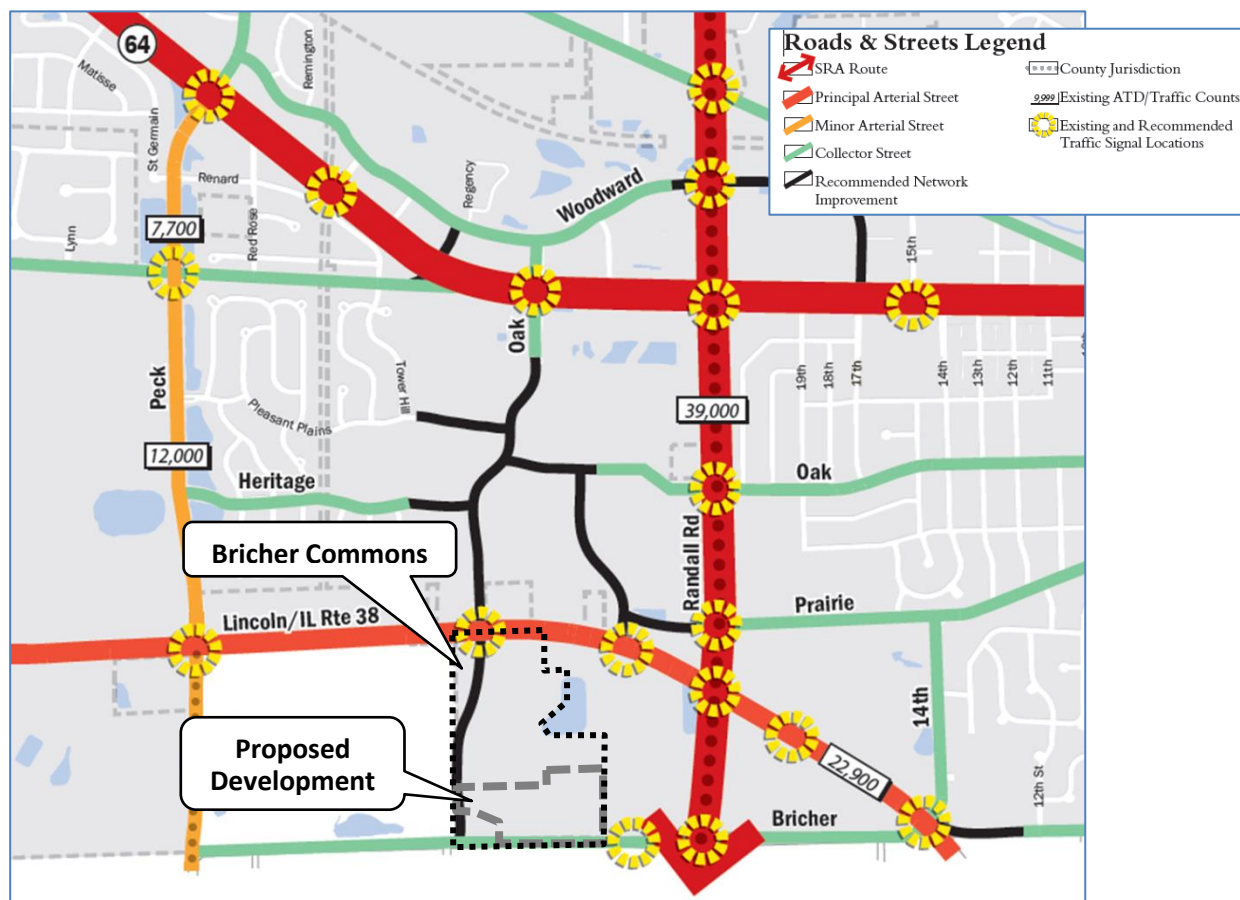
#### ***Network Improvements (p.73)***

*A complete street network is important for efficient movement of vehicles and pedestrians, and to minimize unnecessary vehicle trips by providing alternate travel routes. There are several possible network connections and modifications that will help improve the safety and efficiency of*



vehicular circulation. They will provide travel flexibility within the City without encouraging residential neighborhood cut-through movements.

- Create a north-south collector south of Main Street between Randall Road and Peck Road that extends and realigns Oak Street to intersect Lincoln Highway and Bricher Road opposite Fisher Drive.



#### **Network Connectivity (p.73)**

Some of the newer subdivisions of St. Charles were developed with excessively long blocks and minimal connectivity, resulting in fewer alternative routes for pedestrian and vehicle travel and increased vehicle speeds. In some cases, it also encourages cut-through traffic on local and residential streets that weren't intended to handle the traffic. This is caused by the arterials becoming overly congested because of the limited route options. A grid pattern, like the older development pattern occurring near Downtown, features more street intersections and shorter blocks, which provide alternative routes for pedestrian and local vehicle travel and tends to slow traffic. The City should ensure new development provides a well connected roadway network with shorter block lengths and a balanced street hierarchy with well-spaced collectors. In addition, the City should plan for roadway connections and modifications that will improve the existing roadway network.

#### IV. STAFF ANALYSIS

##### A. ZONING

The applicant is proposing the property be rezoned to the RM-3 General Residential District as the underlying zoning for the development. This is the highest density residential district outside of downtown, at a maximum density of 20 dwelling units per acre. The zoning ordinance states the purpose of the RM-3 District as follows:

*“To accommodate a range of housing densities, including higher density residential up to approximately twenty (20) units per acre, at locations that will provide efficient use of land and infrastructure. The RM-3 District also provides for limited institutional uses that are compatible with surrounding residential neighborhoods.”*

The table below compares the RM-3 District zoning requirements with the Concept Plan. The development would likely be considered one zoning lot for the purpose of determining compliance with zoning requirements. The site plan is conceptual so much of the zoning information for the development is yet to be determined.

	RM-3 District	Concept Plan
<b>Min. Lot Area</b>	2,200 sf/dwelling unit	3,554 sf/dwelling unit
<b>Density</b>	20 units per acre	12.25 units per acre
<b>Min. Lot Width</b>	65 ft.	TBD
<b>Max. Building Coverage</b>	40%	TBD
<b>Max. Building Height</b>	45 ft. or 4 stories, whichever is less	TBD
<b>Min. Front Yard</b>	30 ft.	TBD
<b>Min. Interior Side Yard</b>	25 ft. each side	TBD
<b>Min. Rear Yard</b>	30 ft.	TBD
<b>Off-Street Parking</b>	1-bedroom unit: 1.2 per unit (60 required) 2-bedroom unit: 1.7 per unit (255 required) 3-bedroom unit: 2 per unit (100 required) Total: 415 spaces required	<b>410 spaces</b>

##### B. SITE DESIGN/ACCESS

###### Access from Bricher Rd.

The site has two proposed access points from Bricher Rd. The primary entrance lines up with the entrance to the residential subdivision to the south (City of Geneva). The secondary entrance is west of the proposed detention area.

Access locations on Bricher Rd. are subject to an Intergovernmental Agreement between the City of St. Charles and the City of Geneva. Per the agreement, two full access intersections are permitted along the north side of Bricher Road to access the property, subject to the review of a

traffic impact study by both cities. Additionally, there is a limitation that no access point can be located within the area 270 ft. east of Fisher Drive.

#### **Private Drive Stub to Randall Road**

A private drive currently exists between Lowe's and Meijer and stubs at the east property line of the subject property. Connecting to this private drive would provide a third means of access into the site and would allow an alternative route for residents to reach Randall Rd. It could also provide access to the northern portion of Bricher Commons in connection with a future development.

#### **Plans for Connector Roadway between Bricher Rd. & Rt. 38**

As mentioned previously, both the 2013 Comprehensive Plan and the 2006 Bricher Commons PUD ordinance contemplate a roadway connection from Bricher Rd. to Rt. 38. The Comprehensive Plan shows this roadway just beyond the west boundary of the proposed development site and through the northern portion of Bricher Commons, while the 2006 PUD shows the roadway through the proposed development site.

The property immediately to the west is owned by Kane County (as a part of the Judicial Center property); therefore the road is not likely to be installed in connection with a private development of the adjacent property. The Judicial Center property is in Geneva's planning area and is not planned for annexation into St. Charles based on the City's boundary agreement with Geneva.

#### **Pedestrian and Bike Circulation**

An internal network of sidewalks should be provided throughout the site to allow for safe pedestrian movement within the site and to adjacent pedestrian paths. Sidewalk extension along Bricher Rd. may also be required. A bike trail currently exists on the south side of Bricher Rd., which provides a connection to a regional trail to the west along Peck Road.

### **C. BUILDING DESIGN**

Photographs showing examples of the potential design for the buildings were submitted as part of the Concept Plan. If the project moves forward, building design will be subject to the requirements of Ch. 17.06 Design Review, Section 17.06.050 Standards and Guidelines – RM1, RM2, and RM3 Districts.

### **D. LANDSCAPING**

The Concept Plan illustrates general areas for greenspace and plantings. A landscape plan that meets the requirements of Ch. 17.26 Landscaping and Screening will be required if the project moves forward.

### **E. ENGINEERING**

Conceptual level engineering review comments have been provided to the applicant.

- Sanitary Sewer: The property is served by the City's Westside Treatment Facility. A sewer connection will need to be provided from the site northward to an existing sanitary sewer along Route 38.
- Water Service: Watermain will connect to the site from the east, and will need to be looped through the site, with future connection locations provided along the north and west property lines. An analysis will need to be completed to verify the adequacy of fire flow to the site.

- An internal site Autoturn analysis will need to be performed to ensure the access drive layout is adequate for expected vehicle movements within the site.
- Right-of-way dedication for Bricher Road will be required along the western half of the site frontage to maintain a consistent right-of-way width across the property.
- A traffic study will be required if the project moves forward to the zoning entitlement phase. The study will need to consider the proposed site access locations, as well as any roadway extensions (if part of the proposal) and off-site intersections that will be impacted by site-generated traffic.

#### F. SCHOOL & PARK DISTRICT

The Concept Plan and Land-Cash Worksheets submitted by the developer have been forwarded to St. Charles School District #303 and the St. Charles Park District for review and comment. The applicant has proposed cash in-lieu of land dedication. The Park District is currently reviewing the plan and has not yet provided comments regarding any interest in a land donation.

#### G. INCLUSIONARY HOUSING

The City has an Inclusionary Housing Ordinance, Title 19 of the City Code, that requires construction of, or fee-in-lieu for, affordable units as a percentage of any new residential development. The decision as to whether to accept affordable units or a fee-in-lieu is determined by the City Council.

The applicant submitted the required Inclusionary Housing Summary worksheet as a part of the Concept Plan application. They are proposing payment of a fee in-lieu rather than providing affordable units.

#### H. ANNEXATION AGREEMENT

Property within the Bricher Commons PUD is subject to the provisions of an annexation agreement between the City and property owner, expiring in 2019. The annexation agreement will need to be revisited as part of a formal development proposal.

### V. **APPROVAL PROCESS**

If the developer decides to pursue approval of the development after the Concept Plan process is complete, the following zoning applications would need to be filed and approved:

1. Map Amendment: To rezone the property from BR Regional Business to RM-3 General Residential.
2. Special Use for PUD: To amend the Bricher Commons PUD ordinance in order to create new development standards for the subject property.
3. PUD Preliminary Plan: To approve the physical development of the property, including engineering plans, landscape plan, and architectural elevations.
4. Preliminary & Final Plat of Subdivision: To approve division of the property and the plat that will be recorded with the County.

### VI. **SUGGESTED ACTION**

Review the Concept Plan and provide feedback to the applicant. Staff recommends providing feedback on the following:



- Land Use, Density and Zoning
- Building Type/Architecture
- Site Layout
- Access/Road Connections: Should a road connection between Bricher Rd. and Rt. 38 be planned in this area? Or would cross-access connections to the north portion of Bricher Commons and to the private drive between Lowes/Meijer provide adequate connectivity?

## **VII. ATTACHMENTS**

- Bricher Commons PUD Ordinance No. 2006-Z-7
- Application for Concept Plan; received 12/5/16

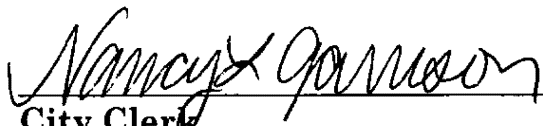
# **City of St. Charles, Illinois**

## **Ordinance No. 2006-Z-7**

### **An Ordinance Amending Special Use Ordinance 1999-Z-11 (Second Amendment to Bricher Commons PUD)**

**Adopted by the  
City Council  
of the  
City of St. Charles  
March 20, 2006**

**Published in pamphlet form by  
authority of the City Council  
of the City of St. Charles,  
Kane and Du Page Counties,  
Illinois, March 24, 2006**

  
\_\_\_\_\_  
City Clerk



**ORDINANCE NO. 2006-Z- 7**

**AN ORDINANCE AMENDING SPECIAL USE ORDINANCE 1999-Z-11**

**(Second Amendment to Bricher Commons PUD)**

WHEREAS, a petition to amend Ordinance No. 1999-Z-11 entitled "An Ordinance Granting a Special Use as a Planned Unit Development (Bricher Commons PUD)" (hereinafter, Ordinance 1999-Z-11) with respect to the real estate described in Exhibit "D-I" attached hereto and made a part hereof, (hereinafter sometimes referred to as the "Subject Property"), has been filed by DGT, LLC, owner, and James Saloga, applicant; and

WHEREAS, said petition requested that Ordinance 1999-Z-11 be amended to include residential and commercial uses as illustrated in the Concept Plan, attached hereto as Exhibit "D-IV" and made a part hereof; and

WHEREAS, the Plan Commission has held a public hearing on said petition 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 OWNER have entered into an Annexation Agreement dated July 19, 1999 entitled "ANNEXATION AGREEMENT (BRICHER COMMONS/DGT PARTNERSHIP)", and a First Amendment thereto dated November 15, 1999 entitled "FIRST AMENDMENT TO AN ANNEXATION AGREEMENT (BRICHER COMMONS/DGT PARTNERSHIP)", and a Second Amendment thereto dated March 20, 2006 entitled "SECOND AMENDMENT TO ANNEXATION AGREEMENT (BRICHER COMMONS PUD)" (hereinafter collectively, the "Annexation Agreement"); and

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

**FINDINGS OF FACT FOR SPECIAL USE:**

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 concept plan shows commercial uses along Rt. 38 and portions of Bricher Road, which will be compatible with neighboring uses to the north and east. The residential use will be compatible with similar uses to the south. The site will be developed in an orderly manner, and not be detrimental to or endanger public health, safety, comfort or general welfare.

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

The Special Use will compliment other retail activity to the north and east. The Fairground property to the north is anticipated to be developed for retail uses along Rt. 38 as well. The proposed use is not anticipated to negatively impact surrounding property values.

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

Meijer and Lowes are already in existence, to the east. The property to the south is also already developed for residential use (in Geneva). The commercial use proposed along Rt. 38, will also compliment the development of Fairground property to the north. The county judicial facility land use to the west is already in existence, as well.

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

Water, sewer, utilities and roadways will be provided in accordance with the City's requirements. Bricher Road is intended to be improved via an intergovernmental agreement between the City of St. Charles and the City of Geneva. If the 4-acre accessible living site proceeds first, the roadways, utilities, and other issues will need to be addressed upfront, regardless of when the remainder of the site develops.

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 access to the north off of Rt. 38 will need to be coordinated with the Fairground property's plans and the access off of Bricher Road will need mutual approval from the City of Geneva. The improvements of Rt. 38 and Bricher Road will ease traffic congestion on both streets.

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 recommendations of the Plan Commission.*

The Planned Unit Development will conform to all applicable regulations of the underlying zoning districts for the respective uses, except as might otherwise be modified upon review of Preliminary PUD plans and final plats.

**FINDINGS OF FACT FOR PLANNED UNIT DEVELOPMENT:**

1. *In what respects the proposed plan is consistent with the stated purpose of the planned unit development regulations:* The plan will permit the development of the site for retail, office, residential, and other uses in a coordinated manner.
2. *The extent to which the proposed plan meets the requirements and standards of the planned unit development regulations:* The Special Use provides for submittal and review of a plan for roads and utilities for the entire site, which will serve to coordinate utilities and access to the various components of the development.
3. *The extent to which the proposed plan departs from the zoning and subdivision regulations otherwise applicable to the subject property including, but not limited to, density, dimension, area, bulk, and use, and the reasons why such departures are deemed to be in the public interest:* The development standards appended to the Special Use meet or exceed the requirements of the B3 zoning district; additional setbacks are required along Bricher Road and Route 38.
4. *The physical design of the proposed plan and the manner in which the design does make adequate provision for public services, provides adequate control over vehicular traffic, provides for and protects designated and common open space, and furthers the amenities of light and air, recreation and visual enjoyment:* These matters will be determined at the time of submittal of a Preliminary Plan of PUD, which is required prior to approval the development of any site.
5. *The relationship and compatibility of the proposed plan to the adjacent properties and neighborhood.* Most of the surrounding development is large-scale, nonresidential development, including “big box” retail and county government; the remainder, to the south, is residential. Providing for a mix of uses will allow the PUD Plan to be designed so that compatible uses are placed appropriately.
6. *The desirability of the proposed plan to physical development, tax base and economic well-being of the city:* The commercial component will support the tax base and economic well being of the City, and the affordable housing component will serve a variety of needs including providing different housing types that are affordable and accessible to people with various disabilities.
7. *The conformity with the recommendations of the comprehensive plan of the city:* The commercial component allows for office use in accordance with the future land use

map, and the residential component will facilitate the development of affordable housing within a residential neighborhood.

8. *The conformity with all existing federal, state and local legislation and regulation:*  
The development has not requested variances or exemptions from any federal, state or local regulations.

**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 Ordinance 1999-Z-11 is hereby amended by deleting its provisions in their entirety, and by substituting the provisions hereof, governing the Special Use as a Planned Unit Development for the Subject Property.

SECTION 2. That a Special Use as a Planned Unit Development in the B-3 Service Business District is hereby granted for the Subject Property, subject to the conditions, restrictions and requirements contained herein.

SECTION 3. 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 Exhibits "D-II" and "D-III", all as attached hereto and made a part hereof, all of which shall survive the expiration of the Annexation Agreement. The development of the Subject Property shall further be subject to the following additional conditions:

- A. The further development of the Subject Property is, in addition to the requirements of this Section, further expressly made conditioned upon the submittal, and the CITY'S approval, of appropriate Preliminary and Final Plans of planned unit development as required by Section 17.42.080 of the St. Charles Municipal Code or such other similar rules and regulations duly adopted by the CITY from time to time.
- B. Notwithstanding the requirements of Section 17.42.080 (B)(3)(b) of the St. Charles Municipal Code, a Special Use as a Planned Unit Development may be granted for the Subject Property upon the filing of a Concept Plan, prior to the filing and approval of a Preliminary Plan, which Concept Plan is attached hereto

as Exhibit "VIII" to Exhibit "B" (hereinafter, the "Concept Plan"). Such Concept Plan approval shall not be construed as approval of a preliminary plan, preliminary plat, preliminary engineering, or final engineering under any provision of Illinois law or CITY ordinance.

- C. Subject to the requirements of Paragraph E, but only to the extent that residential uses are depicted thereon, Preliminary and Final Plans of planned unit development may be submitted for any part of the Subject Property to be developed with those permitted and special uses allowed in the B-3 Service Business District which are identified on Exhibit "D-III" attached hereto (which is the same as Exhibit IV of Ordinance 1999-Z-11), said uses being permitted uses anywhere upon the Subject Property.
- D. Where residential uses are proposed that are not permitted as a matter of right within the B-3 Service Business District but which are allowed by virtue of the Planned Unit Development approval granted herein, the OWNER shall be required to apply for a map amendment for the parcel within which such uses(s) are to be located, seeking rezoning to the zoning district classification in which these uses are otherwise allowed as a matter of right.
- E. Any Preliminary Plan that includes residential uses shall delineate all areas of the Subject Property that will be developed for residential use. Further, said Preliminary Plan shall identify the dwelling units within the Subject Property that are proposed to be offered as "affordable", as defined in paragraph F.3. below.
- F. The right to develop any part of the Subject Property with residential uses shall be subject to these further, additional, conditions and restrictions:
  - 1. In no event shall more than 34.5 acres of the Subject Realty be developed for residential uses.
  - 2. Subject to any permissible "density bonus" adjustment as set forth below, the maximum overall residential density within that part of the Subject Property that is zoned to permit residential uses and for which a Preliminary Plan of planned unit development has been approved, shall be limited to 7.25 dwelling units per gross acre. For example, if 34.5 acres of the Subject Property is developed for residential uses, 250 dwelling units would be permitted. Varying densities may be developed throughout the site provided that the overall density within the residential acreage of the Subject Property shall not exceed 7.25 dwelling units per gross acre.
  - 3. Twenty percent (20%) of the total number of residential units permitted within the Subject Property shall be offered as "affordable" for-sale or rental units. (An affordable housing unit is defined as priced affordable to a household at or below 80% of Chicago region area median income (AMI) as defined by HUD for 'for-sale' units and at or below 60% of the AMI for rental units.) The ordinance granting approval of the Preliminary and/or Final Plan of planned unit development shall contain conditions suitable for the

enforcement of this requirement and the CITY may require a notation of this requirement on any plat reflecting the approval of such Preliminary and/or Final Plan.

4. A “density bonus” shall be allowed for affordable housing units offered in excess of the twenty percent (20%) minimum requirement set forth herein. For each affordable housing unit offered in excess of the twenty percent (20%) minimum, an additional market rate unit shall be allowed. Thus, if 34.5 acres of the Subject Property are developed for residential use, the total number of dwelling units may be increased from 250 units to 350 units, if 100 of these are affordable as defined herein.
  5. All affordable units shall be dispersed throughout the parcel they are proposed in, and be essentially similar to the market-rate units in size and exterior appearance within that development. Notwithstanding the foregoing, but otherwise in accordance with this Section, a maximum of 48 accessible dwelling units, which may also be affordable, may be constructed as the only type of development on approximately 4 gross acres, anywhere on the site. As used herein, the term “accessible” dwelling units shall mean and refer to dwelling units which are accessible within the meaning of “units that are either accessible or adaptable for accessibility as defined by the Americans with Disabilities Act”.
- G. At the time of the submittal of an application for the approval of the first Preliminary Plan of Planned Unit Development, the applicant shall submit a plan that shall be subject to the CITY’S review and approval, making acceptable provision for the location and, as appropriate, the dedication of all road improvements, rights-of-way and public access to collector and arterial roadways servicing the Subject Property together with all other improvements generally identified as “Land Improvements” in the CITY’S Subdivision Control regulations. Included within this obligation shall be all detention, water, sewer and electrical utility improvements as well as any other utility or engineering issues the design, installation and dedication of which, in the CITY’S reasonable judgment, are needed to properly provide for the overall design of the Subject Property.
- H. All buildings and structures proposed to be developed for uses permitted in the B-3 Service Business District shall incorporate external materials and features in substantial conformity with the requirements of the underlying zoning district in effect at the time of submittal of a planned unit development Preliminary Plan.
- I. The OWNER, or its successors and assigns, shall comply with Chapter 16.32 of the St. Charles Municipal Code regarding dedication of school and park sites or cash in lieu thereof. OWNER understands that, based on the Concept Plan and the potential development of 250 dwelling units, the St. Charles Park District has requested, and that the CITY may require, a 5.75 acre “high and dry” park site which shall conform to the District’s requirements. Additionally, the OWNER, or



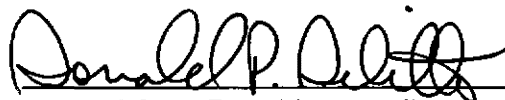
its successors and assigns, shall provide a sidewalk/bike trail along the frontage of the Subject Property, on the north side of Bricher Road, either within the right of way or within an easement granting public access and use.

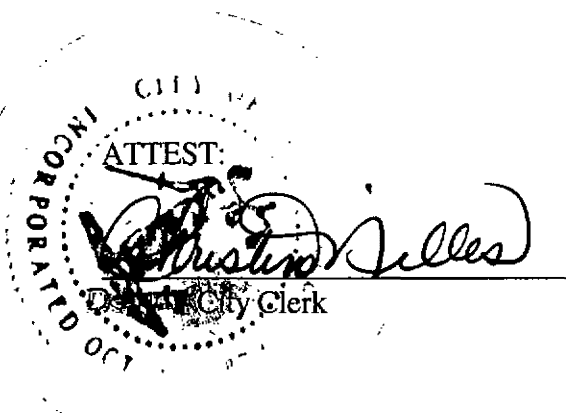
SECTION 4. That this ordinance shall become effective from and after its passage and approval in accordance with law.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 20 day of March, 2006.

PASSED by the City Council of the City of ST. Charles, Kane and DuPage Counties, Illinois this 20 day of March, 2006.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 20 day of March, 2006.

  
Mayor Donald P. DeWitte



COUNCIL VOTE: \_\_\_\_\_  
AYES: 9  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: 1

LIST OF EXHIBITS:

1. EXHIBIT “D-I” Legal Description
2. EXHIBIT “D-II” Development Standards and Design Criteria
3. EXHIBIT “D-III” B-3 Uses
4. EXHIBIT “D-IV” Concept Plan

Legal Description

North Half of Bricher Commons

Situate in Section 32, Township 40 North, Range 8 East of the Third Principal Meridian, City of St. Charles, County of Kane, State of Illinois, and being part of a tract of land conveyed to Firstar Bank Illinois, Trust 2640 as recorded in Document No. 2000K (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Kane County Recorders Office, unless noted otherwise), and being more particularly bounded and described as follows:

Commencing for reference at an iron monument (found) at the southwest corner of the southeast Quarter of said Section 32, said corner also being the southwest corner of a tract of land conveyed to Firstar Bank of Geneva, Successor Trustee to the First National Bank of Geneva, as Trust No. 2640 as recorded in Document No. 1884216;

thence along the west line of the southeast Quarter of said Section and the west line of said Firstar Trust land, North zero degrees thirteen minutes six seconds West ( $N00^{\circ}13'06''W$ ) for one thousand sixty-eight  $43/100$  feet ( $1068.43'$ ) to the northwest corner of said Firstar Trust land and the **TRUE POINT OF BEGINNING** of the herein described tract of land (witness a chiseled cross (found) in a stone, South twenty-six degrees fifty-seven minutes West ( $S26^{\circ}57'W$ ) for two and  $29/100$  feet ( $2.29'$ ) from said corner);

thence continuing along the west line of the southeast Quarter of said Section, North zero degrees thirteen minutes six seconds West ( $N00^{\circ}13'06''W$ ) for nine hundred ninety-three and  $28/100$  feet ( $993.28'$ ) to a  $3/4$  inch iron pipe (found) in the south right-of-way line of Illinois Route 38 (F.A. Route 7) as recorded in Document No. 1032211;

thence along the south right-of-way line of said Illinois Route 38, for the following two (2) courses:

1. North eighty-seven degrees four minutes three seconds East ( $N87^{\circ}04'03''E$ ) for five hundred seven and  $84/100$  feet ( $507.84'$ ) to a point of curvature (witness a broken concrete monument, North 80 degrees West ( $N80^{\circ}W$ ) for two and  $3/10$  feet ( $2.3'$ ) from said corner;
2. on a curve to the right with a radius of three thousand four hundred forty-eight and  $02/100$  feet ( $3448.02'$ ) for an arc distance of six hundred ninety and  $87/100$  feet ( $690.87'$ ), (chord bearing South eighty-seven degrees eleven minutes thirty-three seconds East ( $S87^{\circ}11'33''E$ ) for six hundred eighty-nine and  $71/100$  feet ( $689.71'$ ), delta angle of said curve being eleven degrees twenty-eight minutes forty-nine seconds ( $11^{\circ}28'49''$ );

thence departing the south right-of-way line of said Illinois Route 38, on a new division line for the following five (5) courses:

1. South nine degrees nine minutes eighteen seconds West ( $S09^{\circ}09'18''W$ ) for three hundred forty-one and 08/100 feet (341.08');
2. South eighty-eight degrees twenty-six minutes thirty-five seconds West ( $S88^{\circ}26'35''W$ ) for eighty-nine and 24/100 feet (89.24');
3. South no degrees eight minutes forty-nine seconds East ( $S00^{\circ}08'49''E$ ) for two hundred ninety-eight and 39/100 feet (298.39');
4. South forty-eight degrees one minute ten seconds West ( $S48^{\circ}01'10''W$ ) for three hundred eighteen and 40/100 feet (318.40');
5. South thirty-eight degrees twenty-two minutes fourteen seconds East ( $S38^{\circ}22'14''E$ ) for one hundred forty and 81/100 feet (140.81') to a point in the north line of said Firststar Trust land;

thence along the north line of said Firststar Trust land, South eighty-eight degrees twenty-six minutes sixteen seconds West ( $S88^{\circ}26'16''W$ ) for nine hundred and 62/100 feet (900.62) to the TRUE POINT OF BEGINNING

Excepting therefrom the following described parcel.

**PARCEL ONE:**

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 THE SOUTHEAST QUARTER OF SECTION 32, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO FIRSTSTAR BANK OF GENEVA, SUCCESSOR TRUSTEE TO THE FIRST NATIONAL BANK OF GENEVA, AS TRUST NO. 2640 AS RECORDED IN DOCUMENT NO. 1884216, THENCE NORTH 00 DEGREES, 13 MINUTES, 06 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION OF SAID FIRSTSTAR TRUST LAND 1068.42 FEET TO THE NORTHWEST CORNER OF SAID FIRSTSTAR TRUST LAND, THENCE CONTINUING NORTH 00 DEGREES, 13 MINUTES, 06 SECONDS WEST ALONG SAID WEST LINE 993.28 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 38 (F.A. ROUTE 7) AS RECORDED IN DOCUMENT NO. 1032211, THENCE NORTH 87 DEGREES, 04 MINUTES, 03 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE 507.84 FEET TO A POINT OF A CURVATURE, THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3440.02 FEET, CHORD BEARING NORTH 89 DEGREES, 54 MINUTES, 58 SECONDS EAST, 342.87 FEET FOR A POINT OF BEGINNING, THENCE SOUTH 00 DEGREES, 13 MINUTES, 06 SECONDS EAST, 373.92 FEET, THENCE NORTH 00 DEGREES, 26 MINUTES, 35 SECONDS EAST, 291.38 FEET, THENCE NORTH 09 DEGREES, 09 MINUTES, 18 SECONDS EAST, 336.08 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROUTE 38, THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE, ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 3440.02 FEET 347.99 FEET SAID ARC HAVING A DELTA ANGLE OF 05 DEGREES, 46 MINUTES, 57 SECONDS TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

**Legal Description**

**South Half of Bricher Commons**

Situate in Section 32, Township 40 North, Range 8 East, of the Third Principal Meridian, City of St. Charles, County of Kane, State of Illinois, and being part of a tract of land conveyed to the Firstar Bank of Geneva, Successor Trustee to the First National Bank of Geneva, as Trust Number 2640 as recorded in Document Number 1884216 (now Firstar Bank Illinois, Trust 2640) (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Kane County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning at an iron monument (found) at the southwest corner of the southeast quarter of said Section 32;

thence along the west line of the southeast quarter of said Section 32, North zero degrees thirteen minutes six seconds West ( $N00^{\circ}13'06''W$ ) for one thousand sixty-eight and 43/100 feet (1068.43') to the southwest corner of a tract of land conveyed to Meijer, Inc. as recorded in Document No. 1999K032600 (witness a chiseled cross (found) in a stone, South twenty-six degrees fifty-seven minutes West ( $S26^{\circ}57'W$ ) for two and 29/100 feet (2.29') from said corner);

thence departing the west line of said Quarter Section, and along the south line of said Meijer, Inc. land, North eighty-eight degrees twenty-six minutes sixteen seconds East ( $N88^{\circ}26'16''E$ ) for one thousand three hundred fifty-three and 30/100 feet (1353.30');

thence departing the south line of said Meijer, Inc land, and over said Firstar Trust land, South one degree thirty-three minutes twenty-five seconds East ( $S01^{\circ}33'25''E$ ) for one thousand sixty-eight and 11/100 feet (1068.11') to the south line of said Section 32;

thence along the south line of said Section 32, South eighty-eight degrees twenty-six minutes twelve seconds West ( $S88^{\circ}26'12''W$ ) for one thousand three hundred seventy-eight and 26/100 feet (1378.26') to the point of beginning.

## EXHIBIT D-II

### **DEVELOPMENT STANDARDS AND DESIGN CRITERIA BRICHER COMMONS PUD**

**1) Retail and Service Development:** That part of the Bricher Commons PUD to be developed for retail and service uses shall be subject to the following standards:

**a) Permitted Uses:**

1. Accessory uses;
2. Amusement establishments, including bowling alleys, pool halls, dancehalls, gymnasiums, swimming pools and skating rinks;
3. Antique shops;
4. Art and school supply stores;
5. Art galleries;
6. Auction rooms;
7. Audio recording sales and rentals;
8. Automobile accessory stores;
9. Automotive vehicle and automotive equipment sales;
10. Bakeries, where not more than fifty percent of the floor area is devoted to processing, and not employing more than eight persons;
11. Banks and financial institutions;
12. Barbershops;
13. Beauty parlors;
14. Bicycle stores, sales, rental, and repair;
15. Blueprinting and photocopying establishments;
16. Book and stationery stores;
17. Building material sales, with accessory outside storage, provided outside storage does not exceed sixteen feet in height;
18. Camera and photographic supply stores;
19. Candy and ice cream stores;
20. Carpet and rug stores;
21. Caskets and casket supplies;
22. Catering establishments;
23. China and glassware stores;
24. Clothing establishments;
25. Clubs and lodges, private, fraternal, or religious;

26. Coin and philatelic stores;
27. Contractors' and construction offices;
28. Currency exchanges;
29. Custom dressmaking;
30. Department stores;
31. Drugstores;
32. Dry goods stores;
33. Dry-cleaning and laundry-receiving establishments, (processing to be done elsewhere);
34. Dry-cleaning establishments, retail, employing not more than five persons;
35. Electrical and household appliance stores, including radio and television sales;
36. Employment agencies;
37. Exterminating shops;
38. Feed stores;
39. Fire stations;
40. Flower shops;
41. Food stores, including grocery stores, meat markets, bakeries, and delicatessens, (retail sales only);
42. Frozen food shops, including locker rental in conjunction therewith;
43. Fuel and ice sales, retail only;
44. Furniture stores, including upholstery when conducted as part of the retail operation and secondary to the principal use.
45. Furrier shops, including the incidental storage and conditioning of furs;
46. Garden supply and seed stores;
47. Gift shops;
48. Greenhouses;
49. Haberdasheries;
50. Hardware stores;
51. Hobby shops, for retailing of items to be assembled or used away from the premises;
52. Hotels, including dining and meeting rooms; provided, that business uses, other than those which are commonly incidental to a hotel business, shall not occupy space fronting on a hotel hall or lobby;
53. Interior decorating shops, including upholstery and making of draperies, slip covers, and other similar articles when conducted as part of the retail operations and secondary to the principal use;
54. Jewelry stores, including watch repair;
55. Job printing shops, using presses having beds of not more than fourteen inches and twenty inches;

56. Laboratories, medical and dental, also research and testing;
57. Landscape contractors;
58. Laundries, automatic self-service type or hand, employing not more than two persons in addition to one owner or manager;
59. Leather goods and luggage stores;
60. Libraries;
61. Liquor stores, retail sales;
62. Loan offices;
63. Locksmith shops;
64. Machinery and equipment sales, but not including service, repair, or reconditioning and storage of all machinery shall be within enclosed buildings;
65. Mail order houses;
66. Mail order service stores;
67. 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;
68. Medical and dental clinics;
69. Meeting halls;
70. Millinery shops;
71. Monument sales;
72. Motels;
73. Musical instrument sales and repair;
74. Newspaper offices, but not including printing;
75. Nurseries;
76. Office supply stores;
77. Offices, business, professional, and public;
78. Opticians and optometrists;
79. Orthopedic and medical appliance stores, but not including the assembly or manufacture of such articles;
80. Other accessory uses: Communication antennas.
81. Paint and wallpaper stores;
82. Parking lots and storage garages (automobile);
83. Pet shops;
84. Photography studios, including developing and printing of photographs when conducted on the premises as a part of the retail business;
85. Physical culture and health services, gymnasiums, reducing salons, masseurs, and public baths;
86. Picture framing, when conducted on the premises for retail trade;



87. Plumbing showrooms and shops;
88. Police stations;
89. Post offices;
90. Radio and television broadcasting studios;
91. Radio and television service and repair shops;
92. Recording studios;
93. Recreational buildings, community centers, and meeting halls;
94. Restaurants, including live entertainment and dancing;
95. Restricted production and repair limited to the following: art needlework, clothing, custom manufacturing and alterations for retail only of jewelry from precious metals and watches;
96. 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;
97. Schools, music, dance, or business;
98. Secondhand stores and rummage shops;
99. Sewing machine sales and services, household machines only;
100. Shoe and hat repair stores;
101. Shoe and hat repair stores;
102. Shoe stores;
103. Shoe stores;
104. Shoe stores;
105. Sporting goods stores;
106. Tailor shops;
107. Taverns and cocktail lounges;
108. Taxidermists;
109. Telegraph offices;
110. Telephone exchanges and telephone transmission equipment buildings and electric distribution centers;
111. Temporary buildings for construction purposes for a period not to exceed the duration of such construction;
112. Tobacco shops, retail sales;
113. Toy shops;
114. Travel bureaus and transportation ticket offices;
115. Typewriter and adding machine sales and service establishments;
116. Undertaking establishments and funeral parlors;
117. Variety stores;
118. Vehicle Service Facilities.

119. Video recording sales and rental;
120. Wearing apparel shops;
121. Wholesale establishments, with storage of merchandise limited to samples only;

b) Special Uses:

1. Amusement game device arcade
2. Animal hospitals
3. Automobile laundries
4. Churches, convents, monasteries, theological schools, rectories and parish houses
5. Communication towers
6. Dog kennels
7. Drive-in establishments
8. 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
9. Open sales lots
10. 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
11. Pet shops
12. Theater, indoor
13. 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.

c) Floor Area Ratio: Maximum 0.20

d) Yards and setbacks:

1. Front Yard. There shall be provided a front yard of not less than ten feet in depth.
2. Side Yards. If a side yard is provided it shall not be less than five feet wide; except, where a side lot line coincides with a side lot line in an adjacent residence district, a yard shall be provided along such lot line. Such yard shall be equal in dimension to the minimum side yard which would be required under this title for a residential use on an adjacent residential lot. A side yard adjoining a street shall be not less than ten feet in width.

3. Rear Yard. There shall be provided a rear yard of not less than twenty feet in depth.
4. The minimum setback along Route 38 and Bricher Road shall be 25 feet for parking, driveways and buildings.

e) Signs:

1. Signs affixed to a building including those attached to walls, awnings and marquees: One sign is permitted on each building wall, awning or marquee; however, not more than two such signs are permitted per business or other use. The surface area of each such sign shall not exceed one and one half square feet for each linear foot of frontage of the wall on which the sign is located. In the case of a use which does not have an exterior wall frontage, the surface area of such sign shall not exceed one and one half percent (1.5%) of the floor area occupied by such use.
2. Freestanding Signs: One freestanding sign is permitted for the principal street frontage of each lot. (The principal street frontage shall be the frontage along the front lot line). One additional freestanding sign is permitted for each additional principal building on the lot, and one additional freestanding sign is permitted for each secondary street frontage of a corner lot. The first freestanding sign on the lot may have a maximum area in square feet of 1.5 times the linear frontage of the building or 100 square feet, whichever is less. Any additional sign(s) permitted due to additional street frontages may have a maximum area in square feet of 0.75 times the secondary linear frontage of the building or 50 square feet, whichever is less. Any additional sign(s) permitted due to additional buildings on the lot may have a maximum area in square feet of 0.75 times the linear frontage of the additional building or 50 square feet, whichever is less. Freestanding signs shall not exceed a maximum height of 15 feet above the street grade, as measured at a point on the street pavement closest to the sign.
3. Freestanding Sign Area for Shopping Centers: In a unified shopping center under single ownership or control on a site of four acres or more, the maximum area of the first freestanding sign on the lot may be increased from 100 square feet to 200 square feet or 1.5 times the linear frontage of the building, whichever is less.
4. Directional Signs: Directional signs may identify the use only by means of a logo, shape or color, but shall otherwise not include words identifying or advertising the use. One directional sign is permitted for each driveway access from a public street. One additional directional sign is permitted for each intersection of driveways within a site, to identify traffic routing, entrances,

and services such as drive-in lanes; such additional directional signs shall be set back from the street a minimum of 20 feet. A directional sign may have a maximum surface area of 5 square feet and shall not exceed a maximum height of 4 feet above the street or driveway grade, as measured at a point on the street or driveway pavement closest to the sign.

5. **Illumination:** Signs may be illuminated, but may not have flashing lights. Flashing lights are defined as any artificial lighting that changes intensity or color of illumination when the sign is in use, except for changes allowed on time and/or temperature signs as defined herein. Exterior signs shall be illuminated only during business hours or until 11:00 P.M., whichever is later. Sign lighting shall not be designed or directed so as to shine undiffused rays of light (either direct or reflected) into or upon any residential building or lot, or onto a public street. No sign in direct line of vision of a traffic signal shall be illuminated in red, green or amber color, so as to resemble a traffic signal.
6. **Corner Visibility:** Except for directional signs as permitted herein, no sign shall be erected or maintained to a height exceeding 30 inches above the elevation of the center of the street or driveway intersection, within any sight triangle. For purposes of this provision, a sight triangle includes: a) the triangle formed by two lines extending 20 feet from the street intersection along the right of way lines, and a third line connecting the ends of the other two; b) the triangle formed by two lines extending 20 feet from the intersection of the right of way line and the edge of a driveway pavement, along such right of way line and edge of pavement, and a third line connecting the ends of the other two; and c) the triangle formed by two lines extending 20 feet from the intersection of the pavement edges of two driveways, along such pavement edges, and a third line connecting the ends of the other two.
7. **Setbacks and Projections:** Except for directional signs as permitted herein, all freestanding signs shall be set back from the right of way a minimum of 10 feet. A sign attached to a wall shall not project more than 12 inches from the wall surface to which it is attached.
8. A sign attached to a building shall not project into the public way. A sign attached to a building shall not project higher than the building height.
9. **Time and Temperature Signs:** Time and temperature signs are permitted as freestanding signs or wall signs, and may be included as part of such signs, subject to the following:
  - a) A maximum area of 9.6 square feet for the time and temperature portion of the sign.

- b) A time sign shall be permitted to change no more frequently than one minute intervals.
- c) A temperature sign shall not change except when the temperature changes one degree.
- d) Combination Time and Temperature Signs. Where the same display surface is used for both time and temperature, the two indications shall interchange not more frequently than two-second intervals.
- e) The area of a time and/or temperature sign shall be considered as part of the area of the allowable signs on the building or lot, and so shall not be construed to change or increase any allowable sign area.

**2) Office Research Development:** That part of the Bricher Commons PUD to be developed for Office Research uses shall be subject to the following standards:

a) Permitted Uses:

- 1. Banks and financial institutions;
- 2. Business and professional offices;
- 3. Clubs and lodges, private, fraternal or religious
- 4. Computer and data processing centers
- 5. Design firms
- 6. Electronic and communications industries
- 7. Employment agencies
- 8. Engineering and testing laboratories and offices
- 9. Hotels, including restaurants, dining and meeting rooms
- 10. Laboratories, medical and dental
- 11. Laboratories, offices and other facilities for research, testing and development
- 12. Libraries
- 13. Loan offices
- 14. Medical and dental offices and clinics;
- 15. Municipal facilities, fire stations, police stations, public utilities;
- 16. Newspaper offices, not including printing
- 17. Opticians and optometrists
- 18. Parks and playgrounds
- 19. Pharmaceutical industries
- 20. Post office;
- 21. Production of prototype products

22. Public or private colleges, junior colleges, universities, professional training centers, trade schools, including dormitories and other accessory uses necessary to the operation of an institute of higher learning
23. Private, membership-only sport health clubs;
24. Recording and broadcasting studios
25. Recreational buildings, community centers, and meeting halls
26. Schools, commercial or trade, including those teaching music, dance, business, commercial or technical subjects;
27. Travel bureaus and transportation ticket offices
28. Veterinary clinics;
29. Accessory uses;

b) Special uses:

1. Restaurants (when not within a hotel);
2. Office supply stores;
3. Hospitals;
4. Motels;
5. Churches;
6. Nursery schools and day care centers;
7. Extended care or nursing homes.

c) Floor Area Ratio: Maximum of 0.40

d) Yards and setbacks:

1. A minimum twenty-five foot (25') setback shall be required from the Bricher Road right of way for parking, driveways, and buildings.
2. A minimum front yard of twenty-five feet (25') in depth, which shall be devoted entirely to landscaped area except for sidewalks and necessary paving of driveways to reach the building or parking areas, provided such driveways are generally perpendicular to the front lot line and do not exceed twenty-four feet (24') in width.
3. A minimum interior side yard of ten feet (10') which shall be devoted entirely to landscaped area.
4. A minimum side yard adjoining a street of twenty-five feet (25') which shall be devoted entirely to landscaped area except for paving of driveways and sidewalks needed to reach the building or parking areas.
5. A minimum rear yard of thirty feet (30').

e) Signs

Nonflashing but illuminated business signs with no moving parts (provided that time and/or temperature signs which change lights within a panel of stationary lights shall not be construed to be flashing or to have moving parts), awnings and marquees are permitted subject to regulations set forth elsewhere in the ordinances of the city and the following:

- 1) Where a sign is illuminated by light reflected upon it, direct rays of light shall not beam upon any part of any existing residential buildings, nor into a residence district, nor into a street. A sign in direct line of vision of a traffic signal shall not be in red, green or amber illumination.
- 2) The gross surface area in square feet of all signs on a lot or building shall not exceed two (2) times the number of linear feet of the building frontage; and each side of a building which abuts upon a street shall be considered as a separate frontage; and the gross area of all signs located on a side of a lot or building abutting a street shall not exceed the number of linear feet of such building frontage.
- 3) One (1) ground sign shall be permitted for each building on a lot, except that on a corner or through lot, a sign may be erected along each street frontage. A ground sign may not exceed eight feet (8') in height. A ground sign shall not be closer than ten feet (10') from a side or rear lot line; fifteen feet (15') from a front line; or three feet (3') from a driveway or parkway area.
- 4) A sign affixed to a building shall not project higher than the building height.
- 5) Time and/or temperature signs, in accordance with the following:
  - a. Construction. Time and/or temperature signs shall be constructed of incombustible material, including the frames, braces, and supports thereof.
  - b. Regulation of Size. Such time and/or temperature signs shall not be more than 9.6 square feet in area.
  - c. Requirements on Glass. Any glass forming a part of a clock of the sign thereon shall be safety glass, or plate glass at least one-fourth (1/4") thick, or an approved plastic securely held in place.

- d. Cover or Service Opening To Be Secured. Any cover or service opening of a time and/or temperature sign shall be securely fastened thereto by metal hinges.
- e. Time Sign. A time sign shall be permitted to change no more frequently than thirty-second intervals.
- f. Temperature Sign. A temperature sign shall not change except when the temperature changes one (1) degree.
- g. Time and Temperature Sign Combination. If the same surface area is provided for both time and temperature, the frequency of change shall be no more frequently than two-second intervals. If separate space is provided on the sign surface area for time and temperature, paragraphs a and e of this subdivision shall apply.
- h. All time and/or temperature signs erected on the exterior of any building or structure shall comply with the requirements set forth in provisions on wall signs.
- i. No advertising shall be placed upon a time and/or temperature sign other than the name of the owner or a reference to the business, industry, or pursuit conducted within the premises to which the time and/or temperature sign is attached.



## **EXHIBIT "D-III"**

### **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. Employment agencies;
14. Exterminating shops;
15. Feed stores;
16. Fire stations;
17. Frozen food shops, including locker rental in conjunction therewith;
18. Fuel and ice sales, retail only;
19. Job printing shops, using presses having beds of not more than fourteen inches and twenty inches;

20. Landscape contractors;
21. Libraries;
22. Machinery and equipment sales, but not including service, repair, or reconditioning and storage of all machinery shall be within enclosed buildings;
23. Mail order houses;
24. 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;
25. Meeting halls;
26. Monument sales;
27. Motels;
28. Nurseries;
29. Orthopedic and medical appliance stores, but not including the assembly or manufacture of such articles;
30. Parking lots and storage garages (automobile);
31. Pet shops;
32. Police stations;
33. Plumbing showrooms and shops;
34. Radio and television service and repair shops;
35. Recording studios;
36. Recreational buildings, community centers, and meeting halls;
37. 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;
38. Secondhand stores and rummage shops;
39. Signs as regulated in this chapter;
40. Taxidermists;
41. Telephone exchanges and telephone transmission equipment buildings and electric distribution centers;

- 42. Typewriter and adding machine sales and service establishments;
- 43. Undertaking establishments and funeral parlors;
- 44. Accessory uses to the permitted uses listed above in this section;
- 45. Vehicle Service Facilities.
- 46. Other accessory uses: Communication antennas.

**17.28.030 Special uses.**

Special uses in a B3 district shall be as follows:

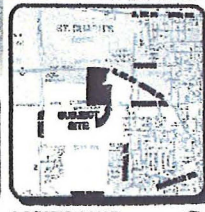
- A. Special uses allowed in the B2 district, except such as are permitted in the B3 district;
- B. Animal hospitals;
- C. Automobile laundries;
- D. Dog kennels;
- E. Open-sales lots;
- F. Other service business uses, including coin-operated dry-cleaning establishments;
- G. Outdoor amusement establishments, 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.
- K. Outdoor live entertainment or amplified sound in conjunction with a restaurant, tavern or cocktail lounge. Such outdoor live entertainment shall not occur past 10:00 p.m. and shall not generate sound levels in excess of 60 dBA as measured from the property line in any residence district.



# BRICHER ROAD COMMONS



SITE DATA	AC	%
RESIDENTIAL (155-200 UNITS)	30.5 AC	56%
ACCESSIBLE LIVING (50-80 UNITS)	4.0 AC	7%
COMMERCIAL AREA	14.7 AC	27%
RETENTION	5.5 AC	10%
<b>TOTAL AREA:</b>	<b>54.7 AC</b>	<b>100 %</b>



**CONCEPT PLAN**

SHEET NUMBER: 4

SCALE IN FEET: 0, 50, 100, 200, 300

NORTH

**Lannert Group**  
Landscape Architecture • Planning • Community Consulting

215 Fulton Street  
Geneva, Illinois 60134

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**BATAVIA ENTERPRISES INC.**

140 NORTH FIRST ST.  
BATAVIA, IL 60010

(815) 879-2800  
(815) 879-2804 (Fax)

DATE: 11.21.03  
REVISIONS:

JOB NO.: 0253



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

## Certificate

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

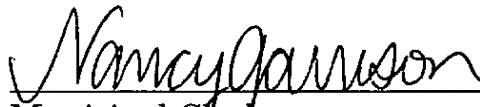
I further certify that on March 20, 2006, the Corporate Authorities of such municipality passed and approved Ordinance No. 2006-Z-7, entitled

"An Ordinance Amending Special Use Ordinance  
1999-Z-11 (Second Amendment to Bricher Commons  
PUD),"

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

The pamphlet form of Ordinance No. 2006-Z-7, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on March 24, 2006, 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 20 day of March 2006.

  
\_\_\_\_\_  
Municipal Clerk



# CITY OF ST. CHARLES

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

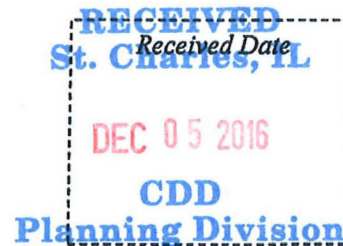


COMMUNITY & ECONOMIC DEV./PLANNING DIVISION

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

## CONCEPT PLAN APPLICATION

<b>CITYVIEW</b>	
Project Name:	<u>Prairie winds of St Charles</u>
Project Number:	<u>2016</u> -PR- <u>017</u>
Application Number:	<u>2016</u> -AP- <u>038</u>



To request review of a Concept Plan for a property, complete this application and submit it with all required attachments to the Planning Division.

When the application is complete and has been reviewed by City staff, we will schedule a Plan Commission review, as well as a review by the Planning and Development Committee of the City Council. While these are not formal public hearings, property owners within 250 ft. of the property are invited to attend and offer comments.

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

<b>1. Property Information:</b>	Location: The southern portion of the Bricher Commons Parcel located at the intersection of Bricher Rd. and Randall Rd.	
	Parcel Number (s): 09-32-400-028	
	Proposed Project Name: Prairie Winds of St. Charles	
<b>2. Applicant Information:</b>	Name Prairie Winds, LLC, a Delaware limited liability company	Phone 630.513.9800
	Address c/o Andrew E. Kolb, Esq. Vanek, Larson & Kolb, LLC 200 W. Main Street St. Charles IL 60174	Fax 630.513.9802
		Email akolb@vklawfirm.com
<b>3. Record Owner Information:</b>	Name Todd L. Dempsey, Trustee, Todd L. Dempsey Declaration of Trust dtd May 15, 1992	Phone 630-879-3680
	Address c/o Austin Dempsey 140 First Street Batavia, IL 60510	Fax 630-879-3684
		Email austin@bataviaenterprises.com

**Please check the type of application:**

- ☒ **PUD Concept Plan:** Proposed Name: Prairie Winds of St. Charles
- ☐ **Subdivision Concept Plan** Proposed Name: \_\_\_\_\_
- ☐ **Other Concept Plan** \_\_\_\_\_

**Zoning and Use Information:**

Current zoning of the property: BR (Regional Business) with Special Use as a PUD

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

Current use of the property: agricultural purposes

Proposed zoning of the property: RM-3 PUD? Yes

Proposed use of the property: Luxury apartment community

Comprehensive Plan Designation: Industrial/Business Park with Residential as an option

**Attachment Checklist**

☐ **REIMBURSEMENT OF FEES AGREEMENT:**

An original, executed Reimbursement of Fees Agreement and deposit of funds in escrow with the City, as provided by Appendix B of the Zoning Ordinance.

☐ **REIMBURSEMENT OF FEES INITIAL DEPOSIT:**

Deposit of funds in escrow with the City. Required deposit is based on review items (number of applications filed) and the size of the site:

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

☐ **PROOF OF OWNERSHIP and DISCLOSURE:**

- a) a current title policy report; or  
b) a deed and a current title search.

If the owner is not the applicant, an original letter of authorization from the owner permitting the applicant to act on his/her behalf is required. If the owner or applicant is a Trust, a disclosure of all beneficiaries; if the owner or applicant is a Partnership, a disclosure of all partners; if the owner or applicant is a Corporation, a disclosure of all owners with an interest of at least ten percent (10%).

*NOTE: Private covenants and deed restrictions can limit private property rights with respect to the use of land even though the City's Zoning Ordinance may authorize the use or a less restrictive use. We strongly advise that*

*you perform a title search on the property to determine if there any private covenants containing use restrictions or other deed restrictions. As those private covenants and deed restrictions may conflict with the City's Zoning Ordinance, it is further recommended that you consult with an attorney to obtain an opinion with respect to whether your intended use is compatible with those restrictions.*

- ❑ **LEGAL DESCRIPTION:** For entire subject property, on 8 ½ x 11 inch paper
- ❑ **PLAT OF SURVEY:**  
A current plat of survey for the Subject Realty showing all existing improvements on the property, prepared by a registered Illinois Professional Land Surveyor.
- ❑ **AERIAL PHOTOGRAPH:**  
Aerial photograph of the site and surrounding property at a scale of not less than 1"=400', preferably at the same scale as the concept plan.
- ❑ **PLANS:**  
All required plans shall be drawn on sheets no larger than 24" x 36", unless the Director of Community Development permits a larger size when necessary to show a more comprehensive view of the project. All required plans shall show north arrow and scale, and shall be drawn at the same scale (except that a different scale may be used to show details or specific features). All plans shall include the name of the project, developer or owner of site, person or firm preparing the plan, and the date of plan preparation and all revisions. A pdf document file or files of all plans shall be required with each submittal. The number of paper plans required shall be as determined by the Director of Community Development, based upon the number of copies needed for review.

**Copies of Plans:**

Initial Submittal - Ten (10) full size copies for non-residential projects OR Twelve (12) full size copies for residential projects; Three (3) 11" by 17"; and a PDF electronic file (On a CD-ROM or may be emailed to the Project Manager). For subsequent submittals, please contact the Project Manager to determine how many copies are required.

**Concept Plans shall show:**

1. Existing Features:
  - Name of project, north arrow, scale, date
  - Boundaries of property with approximate dimensions and acreage
  - Existing streets on and adjacent to the tract
  - Natural features including topography, high and low points, wooded areas, wetlands, other vegetative cover, streams, and drainage ways.
  - General utility locations or brief explanation providing information on existing sanitary sewer, storm sewer, water, and other utilities necessary to service the development.
2. Proposed Features:
  - Name of project, north arrow, scale, date
  - Boundaries of property with approximate dimensions and acreage
  - Site plan showing proposed buildings, pedestrian and vehicular circulation, proposed overall land use pattern, open space, parking, and other major features.
  - Architectural elevations showing building design, color and materials (if available)
  - General utility locations or brief explanation providing information on existing sanitary sewer, storm sewer, water, and other utilities necessary to service the development



☐ **SUMMARY OF DEVELOPMENT:**

Written information including:

- List of the proposed types and quantities of land use, number and types of residential units, building coverage, floor area for nonresidential uses and height of proposed buildings, in feet and number of stories.
- Statement of the planning objectives to be achieved and public purposes to be served by the development, including the rationale behind the assumptions and choices of the applicant
- List of anticipated exceptions or departures from zoning and subdivision requirements, if any

☐ **PARK AND SCHOOL LAND/CASH WORKSHEETS**

For residential developments, Park and School land/cash worksheets in accordance with Title 16 of the St. Charles Municipal Code with population projections establishing anticipated population and student yields.

- ☐ **INCLUSIONARY HOUSING SUMMARY:** For residential developments, submit information describing how the development will comply with the requirements of Title 19, "Inclusionary Housing" of the St. Charles Municipal Code.

☐ **LIST OF PROPERTY OWNERS WITHIN 250 FT.**

Fill out the attached form or submit on a separate sheet. The form or the list must be signed and notarized.

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

S.R. Wangy AGENT 11.15.16  
Record Owner Date

PRINCE WINDS, LLC, by JEFF RUTZ 11/14/16  
Applicant or Authorized Agent Date

## **RIDER TO CONCEPT PLAN APPLICATION**

Applicant, Prairie Winds, LLC, a Delaware limited liability company ("**Applicant**"), for its Concept Plan Application, states as follows:

### **I. General Background**

- 1.1 The Property – The Subject Property is comprised of approximately 20 acres of vacant land located at the intersection of Bricher Road and Randall Road in St. Charles, Illinois. The subject property is the southern portion of what is commonly referred to as the “Bricher Commons Parcel” legally described in **Exhibit A** attached hereto (the "**Subject Property**").
- 1.2 Current Use – The current use of the Subject Property is for agricultural purposes and the land is currently being farmed by a tenant. The tenant on the Subject Property will be removed prior to Applicant closing on the purchase of the Subject Property.
- 1.3 Zoning Classification – The Subject Property is subject to the provisions of the Bricher Commons Annexation Agreement. The current underlying zoning classification of the Subject Property is within the BR Regional Business District (formerly B-3 Service Business District) with a Special Use as a Planned Unit Development in accordance with Ordinance No. 1999-Z-11 ("**Ordinance 1999-Z-11**", recorded on May 15, 2000 as Document No. 2000K037389, and including amendment 2006- Z-7)
- 1.4 In accordance with Ordinance 1999-Z-11 the Subject Property was zoned B-3 Service Business District with a special use as a Planned Unit Development. In 2006, a petition by DGT, LLC to amend Ordinance 1999-Z-11 to include residential and commercial uses on the property was granted (Ordinance 2006-Z-7). DGT, LLC did not develop the Subject Property and no longer owns or operates on the Subject Property.
- 1.5 Summary of Development - Applicant proposes to develop the Subject Property into *Prairie Winds of St. Charles*, an upscale rental community. The facility will offer approximately 250 “big house” style apartment units comprised of approximately 50 one-bedroom units, 150 two-bedroom units and 50 three-bedroom units. All units will have a heated attached garage with a private, indoor stairway leading from the garage to the unit. Residents of *Prairie Winds of St. Charles* will enjoy such amenities as a commercial-level fitness center, indoor and outdoor pools, and state-of-the-art kitchens featuring granite countertops and stainless steel appliances. Residents will also have access to an 8,000-sq. ft. clubhouse, outdoor grilling space, and a fireside sitting area.

Applicant intends to develop the Subject Property into sophisticated rental units to allow the residents of St. Charles the opportunity to enjoy an exceptional living experience in an upscale community environment. Applicant intends to provide St. Charles with luxury apartments which will allow residents to live in a high-end, exclusive community without the long-term commitment of a mortgage and with access to premium amenities.

Applicant will be meeting the growing need for rental housing for young professionals of St. Charles, as well as families, single parents, and active seniors who want the flexibility

and freedom of living without maintenance and mortgage obligations. *Prairie Winds of St. Charles* will attract a discerning population of individuals looking for upscale living in St. Charles.

- 1.6. Development Goals to be Achieved -The proposed development will fulfill the City's goal of development of a vacant, underutilized parcel that cannot otherwise be readily redeveloped. The Subject Property has remained undeveloped for an extended period of time and the use as multi-family residential is consistent with the long-term goals of the City in accordance with the 2013 Comprehensive Plan. The Land Use Plan recommends that the City investigate new methods to improve the conditions of all residential neighborhoods, including incentives for developing vacant properties. It calls for more apartments to be built and explains that apartments are an important part of a healthy housing stock. It further states that multifamily housing contributes to residential density which improves the viability of shopping areas in the community.

The Land Use Plan identifies the Subject Property as "Industrial/Business Park", however, it recommends that the City promote multi-family type housing, and it urges the City to consider proposals in areas other than those specifically designated for high density residential development. The Plan calls for residential development in vacant/underutilized areas and states that there are many suitable and available infill parcels that are situated between established residential districts and commercial districts. The Subject Property is such an area. The Plan recommends higher density residential on these parcels that are near commercial areas. This would provide additional density and serve as good transitional land use to commercial areas.

The City's Residential Areas Framework Plan acknowledges that while the Bricher Commons Parcel is designated as "Industrial/Business Park", the site may also be appropriate for residential use. Further, the Subarea Plan names the Bricher Commons Parcel a "Catalyst Site", designating it as a site that could have a catalytic impact on the surrounding area. This Plan recommends that the northern half of the site should develop with commercial use (due to its immediate access to Route 38) while the interior and southern portion should be used for multifamily or single family attached housing. Developing the Subject Property into luxury rental apartments meets the City's goal of providing much needed rental units and increasing residential density as a transitional land use in an area that is otherwise undeveloped and underutilized, all in accordance with the 2013 Comprehensive Plan.

## **II. Development Requests** -Applicant requests the following development approvals:

- (a) **Map Amendment-** Applicant hereby requests the that the City of St. Charles (the "City") amend the Zoning Map of the City thereby rezoning that portion of the Subject Property that is currently zoned BR Regional Business to RM-3 General Residential District as set forth in Section 17.04.320 of the Zoning Ordinance of the City of St. Charles and in accordance with the Applicant's Site Plan located at Tab# 8 of Applicant's Concept Plan Submittal.

- (b) **Application for a Special Use as a Planned Unit Development.** Applicant requests a Special Use for a Planned Unit Development in accordance with Sections 17.04.400 - 17.04.430 of the Zoning Ordinance of the City of St. Charles, Illinois. Applicant proposes to eliminate the existing Planned Unit Development on the property (previously established by Ordinance 1999-Z-11) and proposes to replace the prior PUD with a new Planned Unit Development.
- (c) **Planned Unit Development Departures** – Applicant will submit its anticipated departures to the City at a later date.

### **III. Submission Materials**

Along with the filing of its Application, and in support thereof, the Applicant submits and incorporates herein the following required attachments and supplemental materials:

TAB	DESCRIPTION OF CONCEPT PLAN SUBMITTAL
1	Concept Plan Application and Rider to Application
2	Reimbursement of Fees Agreement / Deposit
3	Title Policy
4	Owner Consent and Disclosure
5	Legal Description
6	Survey
7	Aerial Photographs
8	Site Plan
9	Building Elevations
10	Park and School Land/Cash Proposal
11	Inclusionary Housing Proposal
12	List of Property Owners

## **EXHIBIT A**

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 32, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO FIRSTAR BANK OF GENEVA, SUCCESSOR TRUSTEE TO THE FIRST NATIONAL BANK OF GENEVA, AS TRUSTEE UNDER TRUST NUMBER 2640. AS RECORDED IN DOCUMENT NO. 1884216; THENCE NORTH 00 DEGREES, 13 MINUTES, 06 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, 1068.42 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO MEIJER, INC., AS RECORDED IN DOCUMENT NO. 1999K032600; THENCE NORTH 88 DEGREES, 26 MINUTES, 16 SECONDS EAST ALONG THE SOUTH LINE OF SAID MEIJER, INC. LAND, A DISTANCE OF 1353.30 FEET; THENCE SOUTH 1 DEGREE, 33 MINUTES, 25 SECONDS EAST FOR 1068.11 FEET TO THE SOUTH LINE OF SAID SECTION 32; THENCE SOUTH 88 DEGREES, 26 MINUTES, 12 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 32. A DISTANCE OF 1378.26 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART CONVEYED BY DEED DOCUMENT RECORDED AS 2000K028065 TO THE CITY OF GENEVA) IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

**OWNER'S CONSENT TO CONCEPT PLAN APPLICATION**

To: City of St. Charles

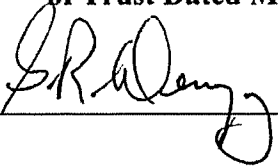
Applicant / Petitioner: Executive Capital Corporation, an Illinois corporation

Property: Approximately 20 acres of Vacant Land located in St. Charles known as  
Bricher Commons

The undersigned, acting on behalf of **The Todd L. Dempsey Declaration of Trust Dated May 15, 1992 ("Owner")**, being the owner of record of the property which is the subject of the above-referenced Concept Plan Application (the "**Subject Property**"), hereby consents to the filing and processing of the said Concept Plan Application by the applicant, Executive Capital Corporation. ("**Applicant**").

Dated: October 4, 2016

**OWNER: The Todd L. Dempsey Declaration  
of Trust Dated May 15, 1992**

 Trustee

By:  
Its:

**OWNERSHIP DISCLOSURE FORM**

I, Gerard L. Dempsey, being first duly sworn on oath depose and say that I am the Trustee of the Todd L. Dempsey Declaration of Trust Dated May 15, 1992, and that the following persons are all of the beneficiaries of the Todd L. Dempsey Declaration of Trust Dated May 15, 1992:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: GR Dempsey, Trustee  
Name Title

Subscribed and Sworn before me this 4<sup>th</sup> day of October, 2016.

Kay M Lefever  
Notary Public



# PARK LAND/CASH WORKSHEET

City of St. Charles, Illinois

Name of Development

Date Submitted:

Prepared by:

PRAIRIE WINDS of St. Charles

JEFF RATZER



Type of Dwelling	# Dwelling Units (DU)	Population Generation per Unit	Estimated Population
<b>Detached Single Family</b>			
➤ 3 Bedroom		DU x 2.899	=
➤ 4 Bedroom		DU x 3.764	=
➤ 5 Bedroom		DU x 3.770	=
<b>Attached Single Family</b>			
➤ 1 Bedroom		DU x 1.193	=
➤ 2 Bedroom		DU x 1.990	=
➤ 3 Bedroom		DU x 2.392	=
➤ 4 Bedroom		DU x 3.145	=
<b>Apartments</b>			
➤ Efficiency		DU x 1.294	=
➤ 1 Bedroom	50	DU x 1.758	= 87.9
➤ 2 Bedroom	150	DU x 1.914	= 287.1
➤ 3 Bedroom	50	DU x 3.053	= 152.65
<b>Totals</b>	<u>250</u>		<u>527.65</u>
	Total Dwelling Units		Estimated Total Population

## Park Site Requirements

Estimated Total Population 527.65 x .010 Acres per capita = 5.2765 Acres

## Cash in lieu of requirements -

Total Site Acres 5.2765 x \$240,500 (Fair Market Value per Improved Land) = \$ 1,268,998 Base Fee



# SCHOOL LAND/CASH WORKSHEET

City of St. Charles, Illinois

Name of Development  
Date Submitted:  
Prepared by:

POWELL WINDS OF ST. CHARLES  
JEFF PETER



## Estimated Student Yield by Grades

Type of Dwelling	# of dwelling Units (DU)	Elementary (Grades K to 5)	Middle (Grades 6 to 8)	High (Grades 9 to 12)
Detached Single Family				
> 3 Bedroom		DU x .369 =	DU x .173 =	DU x .184 =
> 4 Bedroom		DU x .530 =	DU x .298 =	DU x .360 =
> 5 Bedroom		DU x .345 =	DU x .248 =	DU x .300 =
Attached Single Family				
> 1 Bedroom		DU x .000 =	DU x .000 =	DU x .000 =
> 2 Bedroom		DU x .088 =	DU x .048 =	DU x .038 =
> 3 Bedroom		DU x .234 =	DU x .058 =	DU x .059 =
> 4 Bedroom		DU x .322 =	DU x .154 =	DU x .173 =
Apartments				
> Efficiency		DU x .000 =	DU x .000 =	DU x .000 =
> 1 Bedroom	50	DU x .002 = 0.1	DU x .001 = 0.05	DU x .001 = 0.05
> 2 Bedroom	150	DU x .086 = 12.9	DU x .042 = 6.3	DU x .046 = 6.9
> 3 Bedroom	50	DU x .234 = 11.7	DU x .123 = 6.15	DU x .118 = 5.9
Totals	250 TDU	24.7 TE	12.5 TM	12.8 TH

## School Site Requirements

Type	# of students	Acres per student	Site Acres
Elementary (TE)	24.7	x .025	= .6175
Middle (TM)	12.5	x .0389	= .48625
High (TH)	12.8	x .072	= .9216
Total Site Acres			2.0254

## Cash in lieu of requirements -

2.0254 (Total Site Acres) x \$240,500 (Fair Market Value per Improved Land) = \$ 487,962 Base Fee

# INCLUSIONARY HOUSING SUMMARY

Name of Development: Planned Units of ST. CHARLES  
 Date Submitted: \_\_\_\_\_  
 Prepared by: JEFF RATZ



## Background:

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

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

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

## Submission Requirements:

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

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

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

## Affordable Unit Requirement Calculation

Unit Count Range	# of Units Proposed in Development		% of Affordable Units Required		# of Affordable Units Required
1 to 15 Units		X	5%	=	
More than 15 Units	250	X	10%	=	25

## Fee In-Lieu Payment Calculation

# of Affordable Units Required	# of Affordable Units Proposed to Pay the Fee-In-Lieu		Fee-In-Lieu Amount Per Unit		Total Fee-In-Lieu Amount
25	25	X	\$72,819.50	=	1,820,487

Base fee

St Charles Plaza shopping center

38

Lincoln Hwy

Lincoln Hwy

meijer

LOWE'S

*Prairie Winds*  
OF ST. CHARLES  
**SITE**

Bricher Rd

BRICHER RD.

Fisher Dr

Leison Dr

Camden

THE FRESH MARKET

Commons Dr

GENEVA  
COMMONS

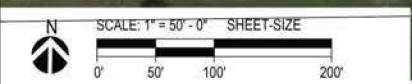








MULTIFAMILY SITE					BRICHER COMMONS		2016518
UNIT TABULATION - BIG HOUSE							11/29/16
UNIT NAME	UNIT TYPE	NET AREA(SF)	UNIT COUNT	PERCENTAGE	TOTAL AREA	% BREAKDOWN	
A2 U	1br/1ba	865	50	20%	43,250	20%	
B1 U	2br/2ba	1,072	25	10%	26,800	60%	
B1 L	2br/2ba	1,137	25	10%	28,425		
B2 U	2br/2ba	1,267	50	20.00%	63,350		
B4 L	2br/2ba	1,362	25	10.00%	34,050		
B4 U	2br/2ba	1,362	25	10.00%	34,050		
C1 L	3br/2ba	1,559	25	10.00%	38,975	20%	
C1 U	3br/2ba	1,559	25	10.00%	38,975		
TOTALS			250	100%	307,875		
UNIT AVERAGE NET SF:					1,231.50		
*NET AREA IS COMPUTED TO INCLUDE SQUARE FOOTAGE FROM EXTERIOR FACE OF ALL EXTERIOR FRAME WALLS THAT ENCLOSE A/C SPACE. IT DOES NOT INCLUDE PATIOS, BALCONIES, PATIO/BALCONY STORAGE.							
PROJECT DATA							
UNIT AVERAGE NET SF:					1,231.50 S.F.		
ADIRAGE:					20.4 +/- GROSS ACRES		
DENSITY:					12.25 UNITS/ACRE		
PARKING:					410 TOTAL SPACES		
					300 GARAGE SPACES		
					110 SURFACE SPACES		
					2.08 SPACES/UNIT		



**HUMPHREYS & PARTNERS ARCHITECTS, L.P.**  
233 South Wacker Drive, Suite 8400, Chicago, IL 60606 | 312.675.4261 | www.humphreys.com



ARCHITECTURAL SITE PLAN  
SCHEME 06

**EXECUTIVE CAPITAL**  
BIG ROCK, ILLINOIS  
HPA# 2016518

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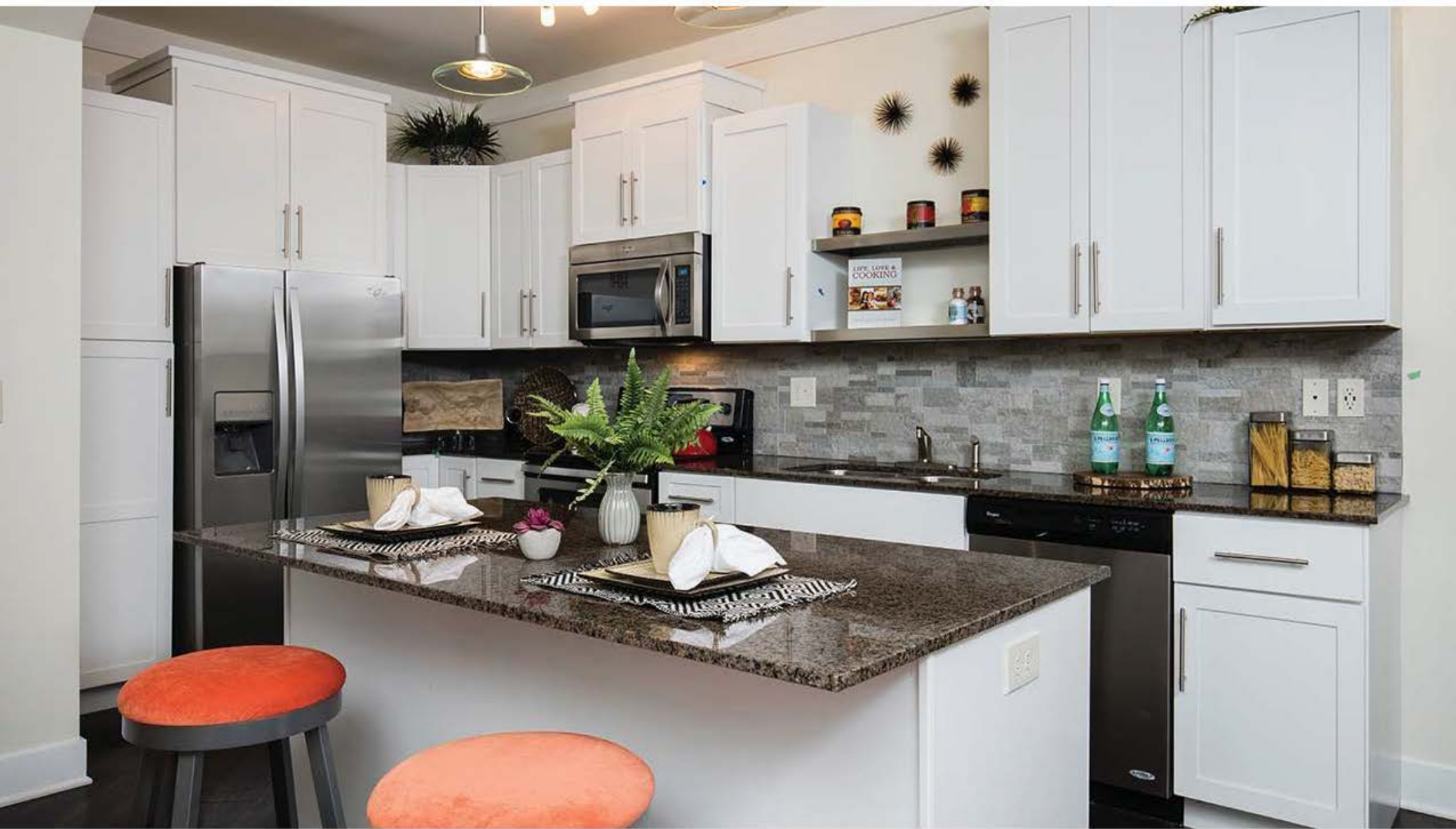

























	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 3c-1
	Title:	Recommendation Regarding Amendments to the Commercial Corridor and Downtown Business Economic Incentive Program	
	Presenter(s):	Matthew O'Rourke Rita Tungare	
Meeting: Planning & Development Committee		Date: January 9, 2017	
Proposed Cost: N/A		Budgeted Amount:	Not Budgeted: <input type="checkbox"/>
<p><u>Background</u></p> <p>The Commercial Corridor and Downtown Business Economic Incentive program (CCD) was created in 2015 and amended in 2016, to provide build-out assistance for new or existing/expanding businesses that are renovating the inside of retail spaces located on the first floor of properties along the City's commercial corridors and downtown. Over the past two years, the program has received a high amount of interest and been instrumental in attracting 8 new businesses to St. Charles and assisting 1 with a major expansion.</p> <p>Staff is in the process of reviewing a grant for Stanbridge Master Saddlers at 122 W. Main Street (former Vertical Drop Space). Based on the submitted materials, this business is eligible for the maximum award amount of \$25,000 for internal build-out improvements. However, there are also façade improvements proposed to enhance the exterior appeal of this building. Typically, a building or business owner could apply for a Façade Improvement Grant (maximum amount of \$20,000) to assist with the cost of these external modifications, but the Façade Improvement Program has allocated all budgeted funds to other projects in the current fiscal year.</p> <p>When the CCD program was established, this type of scenario was considered and the following was included as an eligible improvement: <b><u>"Façade improvements (only if the Façade Improvement Program has committed all budgeted funding for the current fiscal year)."</u></b> However, the program did not specify whether façade improvements in this scenario must fall into the \$25,000 maximum award amount, or if additional funding is available for these façade improvements. If the Façade Improvement Program still had funds, this property would be eligible to receive funding from both sources and exceed the CCD's \$25,000 maximum.</p> <p>Therefore, staff is presenting a proposed amendment to the CCD program for the Committee to consider whether façade improvements are eligible for an increase in funding over the current maximum limit of \$25,000.</p> <p><u>The Proposed Amendments are as follows:</u></p> <ul style="list-style-type: none"> <li>• Façade improvements <u>(only if the Façade Improvement Program has committed all budgeted funding for the current fiscal year).</u> <ul style="list-style-type: none"> <li>○ Qualifying façade improvements are eligible for an increase of up to \$20,000 *for façade improvements only*, and must comply with the established funding criteria in the Façade Improvement Program. Such façade awards will match applicant expenditures on a 50/50 basis.</li> <li>○ Only applicants eligible for the Commercial Corridor and Downtown Business Economic Program may utilize this increase.</li> <li>○ These improvements must conform to the Façade Improvement Program requirements and receive a recommendation from the Historic Preservation Commission regarding the appropriateness of these modifications.</li> <li>○ The increase in the maximum funding for façade improvements shall be limited to properties eligible for the Façade Improvement Program.</li> </ul> </li> </ul>			
<p><b>Attachments (please list):</b> Commercial Corridor and Downtown Business Economic Incentive Program Description (Proposed Amendments are Highlighted in Red)</p>			
<p><b>Recommendation/Suggested Action (briefly explain):</b> Recommendation regarding proposed amendments to the Commercial Corridor and Downtown Business Economic Incentive Program description to clarify whether qualifying façade improvements are eligible for an increase in award funding above the current \$25,000 maximum.</p>			

# **City of St. Charles**

## **Commercial Corridor and Downtown Business Economic Incentive Program**

### **1. Program Purpose**

The purpose of the St. Charles Commercial Corridor and Downtown Business Economic Incentive Program is to encourage the rehabilitation and investment of properties located in downtown St. Charles. This program will meet this purpose by providing the following benefits:

1. The enhancement of the overall economic vitality and character of St. Charles by attracting tenants to fill vacant commercial spaces.
2. Assist the expansion and/or relocation of existing businesses within St. Charles.
3. Promoting the continued economic success of St. Charles through the improvement and repair of historic and older buildings that require maintenance and building/fire code updates.
4. The protection of the general welfare by enhancing property values and vitality of St. Charles.

### **2. Program Guidelines:**

All Commercial Corridor and Downtown Business Economic Incentive Program awards will match applicant expenditures on a 50/50 basis for eligible improvements. There shall be a funding amount of \$10,000 available for individual businesses. Multiple businesses located in multi-tenant buildings shall all be eligible for individual awards. All businesses must meet the following criteria:

- The property must be located in the Commercial Corridor or Downtown Areas as defined on the Attached Map as the program boundaries.
- The business must be considered one of the following uses as defined in Section 17.030.020 of Title 17 the Zoning Ordinance:
  - Art Studio
  - Cultural Facility
  - Indoor Recreation & Amusement
  - Live Entertainment
  - Hotel/Motel
  - Outdoor Sales, Permanent
  - Personal Services
  - Coffee Shop or Tea Room
  - Restaurant
  - Retail Sales
  - Tavern/Bar
  - Theater
- The leasable space must be located on the first floor/street level of the eligible building.
- Primary point of sale for merchandise/services in the store must be the location of the physical business.
- Businesses are eligible for an additional \$15,000 provided the property/business meets one of the following criteria: (Total grant amount for any business shall not exceed \$25,000)
  - The additional awards are used to update building code or fire code deficiencies required by change of use such as but not limited to: ADA accessibility improvements, fire



sprinkler installation, fire alarms installation, repair, or updates, accessibility ramps/elevators.

- The building or leasable space has been vacant for more than 6 months.
- The proposed business is located in the Downtown Retail Overlay District.
- Large retail spaces that need to be demised to make leasing the space more feasible.
- Extraordinary costs based on a unique physical condition or alterations of the building can be considered on a case by case basis.

**4. Approval of a Commercial Corridor and Downtown Business Economic Incentive Program Award Procedure:**

The Community & Economic Development Department shall accept and process all applications for Commercial Corridor and Downtown Business Economic Incentive Program awards.

- All applicants must request a “Chapter 34” review by the Building & Code Enforcement Division and Fire Department to determine any necessary code upgrades required due to change in use or life safety issues.
- Awards of **\$10,000** or less are approved administratively by Director of Community & Economic Development Department or designee.
- Awards in **excess of \$10,000 up to \$25,000** are required to receive City Council approval.

**5. Eligible Improvements**

The following improvements shall be considered eligible to receive the Commercial Corridor and Downtown Business Economic Incentive Award:

- Accessibility improvements for handicapped persons.
- Creation of new exterior doors for access into new leasable commercial spaces.
- Demising walls for the purposes of creating individual leasable commercial spaces.
- Energy conservation improvements.
- Electrical work, including service upgrades.
- Fire alarm systems.
- Fire sprinkler system installation or upgrade, including any needed water service improvements.
- Heating, ventilation and air conditioning.
- Lighting.
- Plumbing.
- Restoration of historic interior architectural features, including ceilings, light fixtures, floors and architectural detailing.
- Utility service upgrades, including water and sewer.
- Improvements not specifically listed as eligible or ineligible are subject to review on a case by case basis.
- Façade improvements (*only if the Façade Improvement Program has committed all budgeted funding for the current fiscal year*).
  - Qualifying façade improvements are eligible for an increase of up to \$20,000 \*for façade improvements only\*, and must comply with the established funding criteria in the Façade Improvement Program. All extra façade awards will match applicant expenditures on a 50/50 basis.

- Only applicants eligible for the Commercial Corridor and Downtown Business Economic Program may utilize this increase.
- These improvements must conform to the Façade Improvement Program requirements and receive a recommendation from the Historic Preservation Commission regarding the appropriateness of these modifications.
- The increase in the maximum funding for façade improvements shall be limited to properties eligible for the Façade Improvement Program.

## 6. **Ineligible Improvements**

The following items are **NOT** eligible for awards under the Commercial Corridor and Downtown Business Economic Incentive Award Program:

- Acquisition of land or buildings.
- Product inventory.
- Interior signage.
- Lighting fixtures.
- Hard surface materials for non-retail exterior space (parking lots, sidewalks, etc.).
- Display window enhancements (hanging grid system, lighting, display shelf, etc.).
- Media marketing and advertising.
- Ongoing business expenses such as rent, payroll, consulting work, moving expenses, etc.
- Day-to-day operational costs (e.g. utilities, taxes, maintenance, refuse).
- Exterminator services.
- Landscaping (see the City of St. Charles' Corridor Improvement Grant Program).
- Paint, tile, or other design elements.
- Furniture, cabinetry, carpets, office equipment, or similar interior finishes.
- Building permit fees and related costs.
- Sweat equity.
- Signs.

## 7. **Commencement of Work:**

Only after the Commercial Corridor and Downtown Business Economic Incentive Program Agreement is approved by the City, can work commence. **DO NOT START BEFORE -- YOU WILL NOT BE REIMBURSED FOR WORK DONE PRIOR TO CITY APPROVAL OF THE DOWNTOWN ECONOMIC INCENTIVE PROGRAM AGREEMENT.**

## 8. **Completion of Work:**

All improvements must be completed within 270 calendar days of Commercial Corridor and Downtown Business Economic Incentive Program Agreement approval, unless otherwise authorized by City staff for a maximum of a one (270) day extension. If the work is not complete by the end of the extension the City's remaining obligation to reimburse the owner or tenant for the project terminates.

## 9. **Reimbursement Payments:**

Upon completion of the work, the owner or tenant must submit copies of all design invoices, contractor's statements, other invoices, proof of payment and notarized final lien waivers to the

Director of Community & Economic Development, as evidence that the owner or tenant has paid the architect and contractor(s). You should use the attached forms for the contractor's statement and final lien waivers. Payment will be authorized upon completion of all work items as originally approved and receipt of all of the required documents.

The Applicant will only be reimbursed for the amount of the award once all approved work has been completed and a Certificate of Occupancy is issued by the Building & Code Enforcement Division.

The Director of Community & Economic Development may authorize reimbursement to be made in two payments, if all of the following conditions are present: 1) The first partial payment may be made upon completion of work representing at least forty percent (40%) of the amount specified in the Commercial Corridor and Downtown Business Economic Incentive Program Agreement; 2) The architect's invoices, contractor's statements, invoices, notarized final lien waivers and proof of payment for the completed work have been submitted; 3) The remaining work is expected to be delayed for thirty days or more following completion of the initial work due to weather, availability of materials, or other circumstances beyond the control of the owner or tenant.

In the case that the award covers multiple leasable spaces in one building, partial award funding can be disbursed as each individual leasable space is issued a Certificate of Occupancy. The amount of the partial disbursement shall be based on the proportion of square footage.


All Improvements shall be installed in accordance with the approved plan. Minor revisions as may be approved by a representative of the City Staff due to field conditions not known at the time of design, and similar circumstances beyond the Applicant's control. **THIS IS A REIMBURSEMENT PROGRAM -- YOU MUST PAY YOUR ARCHITECT, CONTRACTORS AND SUPPLIERS BEFORE YOU RECEIVE PAYMENT FROM THE CITY.**

Reimbursement awards are subject to Federal and State taxes, and are reported to the Internal Revenue Service on Form 1099. You are required to provide your taxpayer ID number or social security number as part of the Commercial Corridor and Downtown Business Economic Incentive Program Agreement. Property owners and tenants should consult their tax advisor for tax liability information.

**10. Maintenance Period:**

The property owner and tenant shall be responsible for maintaining the improvements without alteration for five (5) years. A restrictive covenant limiting alterations may be required by the City Council at the time of approval of the Commercial Corridor and Downtown Business Economic Incentive Program Agreement. A waiver from this requirement may be awarded by the City Council following a recommendation the by Director of Community & Economic Development, upon submittal of evidence of hardship or unusual circumstances.

In the event that any of the Building Improvements are removed during the term of this agreement the APPLICANT and/or the OWNER shall repay the CITY all grant funds received pursuant to this Agreement and shall pay any costs and fees including reasonable attorney's fees incurred by the CITY to collect said grant funds. The amount of repayment required to be paid by the APPLICANT and the OWNER shall be reduced by 20% for every full year that this Agreement has been in effect at the time of the required repayment.

	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 3c-2
	Title:	Recommendation to Approve a Commercial Corridor and Downtown Business Economic Incentive Award for 122 W. Main Street (Dean Courser – Stanbridge Master Saddler)	
	Presenter:	Matthew O'Rourke	
Meeting: Planning & Development Committee		Date: January 9, 2017	
Proposed Cost: \$25,000 (Interior) \$12,482 (Façade)		Budgeted Amount: \$37,482 (Total Funds left in FY 16/17)	Not Budgeted: <input type="checkbox"/>
<p><b><u>Interior Build-Out Improvements</u></b></p> <p>Dean Courser, owner of the building located at 122 W. Main Street, has applied for a Tier 2 Commercial Corridor and Downtown Business Economic Incentive Program Award that exceeds the \$10,000 Tier 1 limit. Dean Courser will be installing necessary upgrades to the western portion of the former Vertical Drop space to facilitate the occupancy of the new Stanbridge Master Saddler tenant. While there are a number of modifications required for this tenant, the proposed award will assist with the following modifications:</p> <ul style="list-style-type: none"> <li>• To accommodate this tenant, the HVAC system is in need of modernization to service the western portion of the former Vertical Drop space. – Cost: \$28,250</li> <li>• This Stanbridge portion of the building will need to have new electricity and new permanent ceiling lighting fixtures, lighting required by the fire code. – Cost: \$38,270</li> <li>• Drywall and suspended ceiling to finish the conversion of the former Vertical Drop space, into two separate tenant units – Cost \$24,970</li> </ul> <p>Staff reviewed the grant eligible improvements and recommends approval of the award. The total cost of the improvements is \$88,490 and the City's share will be the program maximum of \$25,000.</p> <p><b><u>Eligible Façade Improvements (Pending Committee Comments)</u></b></p> <p>The applicant is also considering façade enhancements that are typically part of the Façade Improvement Program. However, that program has already allocated all available funding to other projects for Fiscal Year 2016/17. Therefore, they have included them under the following eligible improvements criteria of the Commercial Corridor and Downtown Business Economic Incentive Program as follows:</p> <ul style="list-style-type: none"> <li>• Façade improvements (<u>only if the Façade Improvement Program has committed all budgeted funding for the current fiscal year</u>).</li> </ul> <p>The total estimated cost of these eligible façade improvements is \$27,900 (half of this amount is \$13,950). The interior build-out improvements will reach the current \$25,000 maximum amount. However, pending the proposed amendments to the Commercial Corridor and Downtown Business Economic Incentive Program (separate agenda item), these items would be eligible for an increase in the total funding amount for facade improvements only. There is \$12,482 of additional funding available to allocate to these modifications in the FY 2016/2017 budget, if the Committee recommends in favor of the proposed changes.</p>			
<p><b>Attachments (please list):</b> DRAFT Commercial Corridor and Downtown Business Economic Incentive Program Agreement for 122 W. Main Street (Dean Courser and Stanbridge Master Saddlers).</p>			
<p><b>Recommendation/Suggested Action (briefly explain):</b> Recommendation to Approve a Commercial Corridor and Downtown Business Economic Incentive Program Agreement for 122 W. Main Street (Dean Courser and Stanbridge Master Saddlers).</p>			

**City of St. Charles**  
**Commercial Corridor and Downtown Business Economic Incentive Award Agreement**

122 W. Main Street

DPC Properties, LLC. (Dean Courser) & Sarah Schmidgall (Stanbridge Master Saddlers)

**THIS AGREEMENT**, entered into this 16th day of January 2017, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated APPLICANT, to wit:

APPLICANT Name: **Dean Courser & Sarah Schmidgall**

Address of Property to be Improved: **122 W. Main Street**

PIN Number(s): **09-27-376-002**

Property Owner's Name: **DPC Properties, LLC.**

**WITNESSETH:**

**WHEREAS**, the CITY has established a **Commercial Corridor and Downtown Business Economic Incentive Award Program** to provide matching grants for permanent Building Improvements within the Commercial Corridor and Downtown Business Economic Incentive Program Boundary Area of the CITY as described in Exhibit I; and

**WHEREAS**, DPC Properties, LLC., & Sarah Schmidgall APPLICANT(S), desires to install related Building Improvements to the above-described property that are eligible for reimbursement under the Commercial Corridor and Downtown Business Economic Incentive Award; and

**WHEREAS**, said Commercial Corridor and Downtown Business Economic Incentive Program is administered by the CITY and is funded from the general fund for the purposes of improving the commercial building stock along the major commercial corridor and downtown area of the CITY and preventing blight and deterioration; and

**WHEREAS**, the above-described property for which the APPLICANT seeks a grant is located within the area eligible for participation in the Commercial Corridor and Downtown

Business Economic Incentive Award Program.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements obtained herein, the CITY and the APPLICANT do hereby agree as follows:

**SECTION 1:** The APPLICANT understands and agrees that only the cost of eligible Building Improvements located on the parcels with the following PIN(s) 09-27-376-002, shall be considered reimbursable as described in Exhibit II. The CITY will reimburse the APPLICANT up to 50% of the cost of labor, materials and equipment necessary to install Building Improvements in accordance with the approved plans, specifications and cost estimates attached hereto as Exhibit “II” (the “Eligible Building Improvements Cost Estimate”), but in no event more than the maximum amounts as defined below:

Building Improvements cost: \$88,490.00      City’s Share @ 50% up to a maximum of \$25,000.00

Exterior Façade Improvements cost: \$40,250      City’s Share @ 50% up to a maximum of \$12,482.00

**Total Grant Amount (City’s Share): \$37,482**

Labor by the APPLICANT (“sweat equity”) is not a reimbursable expense. All Building Improvements shall be installed in accordance with approved building permit plans, subject to minor revisions as may be approved by a representative of the CITY due to field conditions not known at the time of design, and similar circumstances beyond the APPLICANT’s control.

**SECTION 2:** The Director of Community & Economic Development, or designee, shall inspect the Building Improvements installed pursuant to this Agreement and shall include any required permit inspections by the CITY. All work that is not in conformance with the approved plans and specifications shall be remedied by the APPLICANT and deficient or improper work shall be replaced and made to comply with the approved plans and specifications and the terms of this Agreement.

**SECTION 3:** Upon completion of the Building Improvements and upon their final inspection and approval by the Director of Community & Economic Development, or designee, the APPLICANT shall submit to the CITY a properly executed and notarized contractor statement

showing the full cost of the Building Improvements as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. In addition, the APPLICANT shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The CITY shall, within thirty (30) days of receipt of the contractor's statement, proof of payment and lien waivers, and "before" and "after" pictures of the property, reimburse the APPLICANT for the 50% of the actual construction and materials cost or the maximum amount specified in this Agreement, whichever is less.

At its sole discretion, CITY may reimburse APPLICANT in two payments. The first reimbursement may be made only

1) Upon completion of Building Improvements representing 40% or more of the maximum reimbursement specified in Section 1 hereof and,

2) Upon receipt by CITY of the all invoices, contractor's statements, proof of payment and notarized final lien waivers for the completed Building Improvements and,

3) Upon a determination by the Director of Community & Economic Development, or designee, that the remainder of the Building Improvements are expected to be delayed for thirty days or more following completion of the initial work due to weather, availability of materials, or other circumstances beyond the control of the APPLICANT. The second, final reimbursement payment shall be made by CITY only upon submittal of all necessary documents as described herein.

**SECTION 4:** All Building Improvements must be completed within 270 days after the approval of this Agreement. Extensions may be approved by the Director of Community & Economic Development, prior to the expiration of the said 270 days. Projects which have not received an extension and have not been completed within 270 days will not receive funding.

**SECTION 5:** If the APPLICANT or his contractor fails to complete the Building Improvements provided for herein in conformity with the approved plans and specifications and the terms of this Agreement, then upon written notice being given by the Director of Community & Economic Development to the APPLICANT, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

**SECTION 6:** Upon completion of the Building Improvements pursuant to this Agreement and for a period of five (5) years thereafter, the APPLICANT shall be responsible for properly maintaining such Building Improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of five (5) years following completion of the construction thereof, the APPLICANT shall not enter into any Agreement or contract or take any other steps to alter, change or remove such Building Improvements, or the approved design thereof, nor shall APPLICANT undertake any other changes, by contract or otherwise, to the Building Improvements provided for in this Agreement unless such changes are first approved by the Director of Community & Economic Development, Designee, or City Council, whichever the case may be. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the Building Improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement.

In the event that any of the Building Improvements are removed during the term of this agreement the APPLICANT and/or the Owner shall repay the CITY all grant funds received pursuant to this Agreement and shall pay any costs and fees including reasonable attorney's fees incurred by the CITY to collect said grant funds. The amount of repayment required to be paid by the APPLICANT and the OWNER shall be reduced by 20% for every full year that this Agreement has been in effect at the time of the required repayment.

If within the 5-year maintenance period improvement is damaged by automobiles, wildlife, acts of nature, or stolen or any other cause, the APPLICANT shall install and pay for replacements.

In the event of inadequate maintenance, the CITY shall give the owner reasonable notice of conditions to be corrected. In the event that substandard maintenance still exists after thirty (30) days, OWNER shall repay the CITY all grant funds received pursuant to this Agreement and pay all costs and fees, including attorney fees, of any legal action taken to enforce the maintenance of the Building Improvements.

**SECTION 7:** The APPLICANT covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising



out of, resulting from or in any way connected with directly or indirectly with the Commercial Corridor and Downtown Business Economic Incentive Award(s) which are the subject of this Agreement. The APPLICANT further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said building improvement(s).

**SECTION 8:** Nothing herein is intended to limit, restrict or prohibit the APPLICANT from undertaking any other work in or about the subject premises, which is unrelated to the Building Improvements provided for in this Agreement.

**SECTION 9:** This Agreement shall be binding upon the CITY and upon the APPLICANT and its successors and assigns with respect to the property on which the Building Improvements are installed, for a period of five (5) years from and after the date of completion and approval of the building improvement provided for herein. It shall be the responsibility of the APPLICANT to inform subsequent owners and lessees of the provisions of this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

**APPLICANT**

**PROPERTY OWNER**  
(if different from APPLICANT)

\_\_\_\_\_

\_\_\_\_\_

**CITY OF ST. CHARLES:** \_\_\_\_\_

**Mayor or Director of Community & Economic Development**

**ATTEST:** \_\_\_\_\_

**City Clerk**

Applicant contact information:

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Property Owner's information, if different than applicant:

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## **Exhibit I**

Map of the Downtown Economic Incentive Program Eligible Properties Boundary

40W480 Main St.  
Batavia IL 60510  
630-469-4848 Voice  
630-761-9868 Fax

	Quote #
11/11/2016	5570

Quoted To	Job Address
AAA Remodeling Service 4500 River Drive Lisle IL 60532	112 W Main St St.Charles

Terms	Good Through
Net 30	12/11/2016

IF ACCEPTED, PLEASE SIGN AND RETURN  
SIGNED COPY TO OUR OFFICE

Signature \_\_\_\_\_

# Proposal

Klinkey Heating & Sheet Metal, Inc.

P.O. Box 1013

608 S. First Street

St. Charles IL 60174

(630)584-2591 Phone (630)584-2592 Fax

Proposal Submitted To

Date: 9/15/2016

DPC Properties  
P.O. Box #183  
St. Charles IL 60174

Phone: 630/444-1447

Cust. Alt. Phone:

Job Location: 1st Floor, West Side

We hereby submit specifications and estimates for:

Qty Total

First Floor West Side

We will furnish and install (2) new split system heating & cooling units consisting of (3) 100,000 BTU furnace and (3) 5-ton cooling systems. The new system will be relocated to floor location in the old UPS and Child playrooms and connect to existing ductwork in the ceiling. The condensers will be mounted on the North side of the building. Includes gas piping to new furnaces from boiler room  
Installed

1 \$ 28,250.00

NOT INCLUDED:

Removal of old boilers and piping  
Line voltage electric  
Framing of structural penetrations  
Temporary removal of ceiling under existing unit

CENTER:

\*\* Heil Furnace Model #: N9MSE1002120A2  
Serial #: A163060627  
\*\* ICP 5-ton Coil Model #GE36660C210B2505AP  
Serial #7116C45123  
\*\* Condenser Model #N4A360GHC300  
Serial #E163606328

WEST - RIGHT

\*\* Heil Furnace Model #G9MXE0802120A

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:  
Payment to be made as follows: Net 30

As Above

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized  
Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

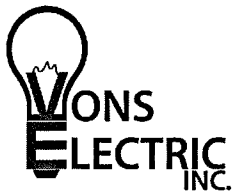
Acceptance of Proposal -

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

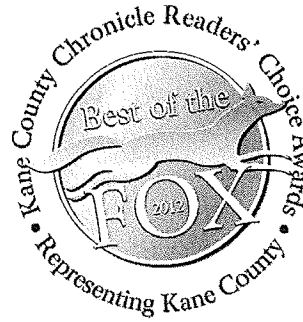
Date of Acceptance

Signature



**Vons Electric, Inc.**  
2701 Dukane Drive  
St Charles, Illinois 60174  
Ph.630.377.VONS(8667)

# Proposal



Date	Estimate #
11/15/2016	3950
<b>Pricing valid for 30 days from the date of this proposal</b>	

Client Name / Address
Stanbridge Master Saddlers 122 W Main Street St.Charles IL 60174

Project Number
16-1252E

Description of Work	Qty	Cost	Total
Install 10-new 6" LED cans in drop ceiling		2,000.00	2,000.00
86- 2x4 LED Layin fixtures on existing switches ( add separate support to ceiling)		21,500.00	21,500.00
Change 20 recessed light trims to LED		1,000.00	1,000.00
Emergency lights per code for the area consisting of		2,300.00	2,300.00
6-emergency lights			
4-combo / exit lights			
2-remote head			
3-fire strobe drops (wire by others)			
Install customer supplied track lights (per drawing dated 11/08/16)		400.00	400.00
Redo existing doorbell to code		420.00	420.00
Add 8-fixture openings for customer supplied barn lights (exterior)		2,700.00	2,700.00
surface mounting conduit			
replace photo eye sensor			
Add 4-ocupancy sensors to the bathrooms and storage rooms per St.Charles code		300.00	300.00
2-exterior soffit outlets on with the track light power		300.00	300.00
Install 11-new duplex receptacles, 1-GFI and 6-quad receptacles		3,150.00	3,150.00
Demo old can light, track and old wiring		1,200.00	1,200.00
Note: A 50% deposit and signed proposal required to schedule, balance due upon completion of work			
Excludes: Patching or painting, permit fees, any code upgrades that are not E1.0 & E2.0 11/08/16			
Lights are by owner (except LED can trims)			

Thank you for the opportunity to do business!	<b>Total</b>	\$35,270.00
---	--------------	-------------

I, the undersigned, hereby authorize the Work described on this Proposal. I have read and agree to this Proposal, including the attached terms and conditions. I recognize that there may be other service providers who may be able to perform this work and understand that I have the option of seeking other bids before authorizing this work. I represent that I am either the owner or owner's agent, and have authority to authorize the Work, and agree to pay for all services, including goods and services, received. I further, agree to pay Vons Electric, Inc. all costs and expenses, including but not limited to collection expenses, court costs and reasonable attorney's fees incurred by Vons Electric, Inc. in seeking to enforce any of the liabilities or obligations of the undersigned under this Agreement. Estimated Start/End Date: TBD upon acceptance of this proposal

Client Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_



**WWW.VONSELECTRIC.COM**  
**LICENSED, INSURED & BONDED**

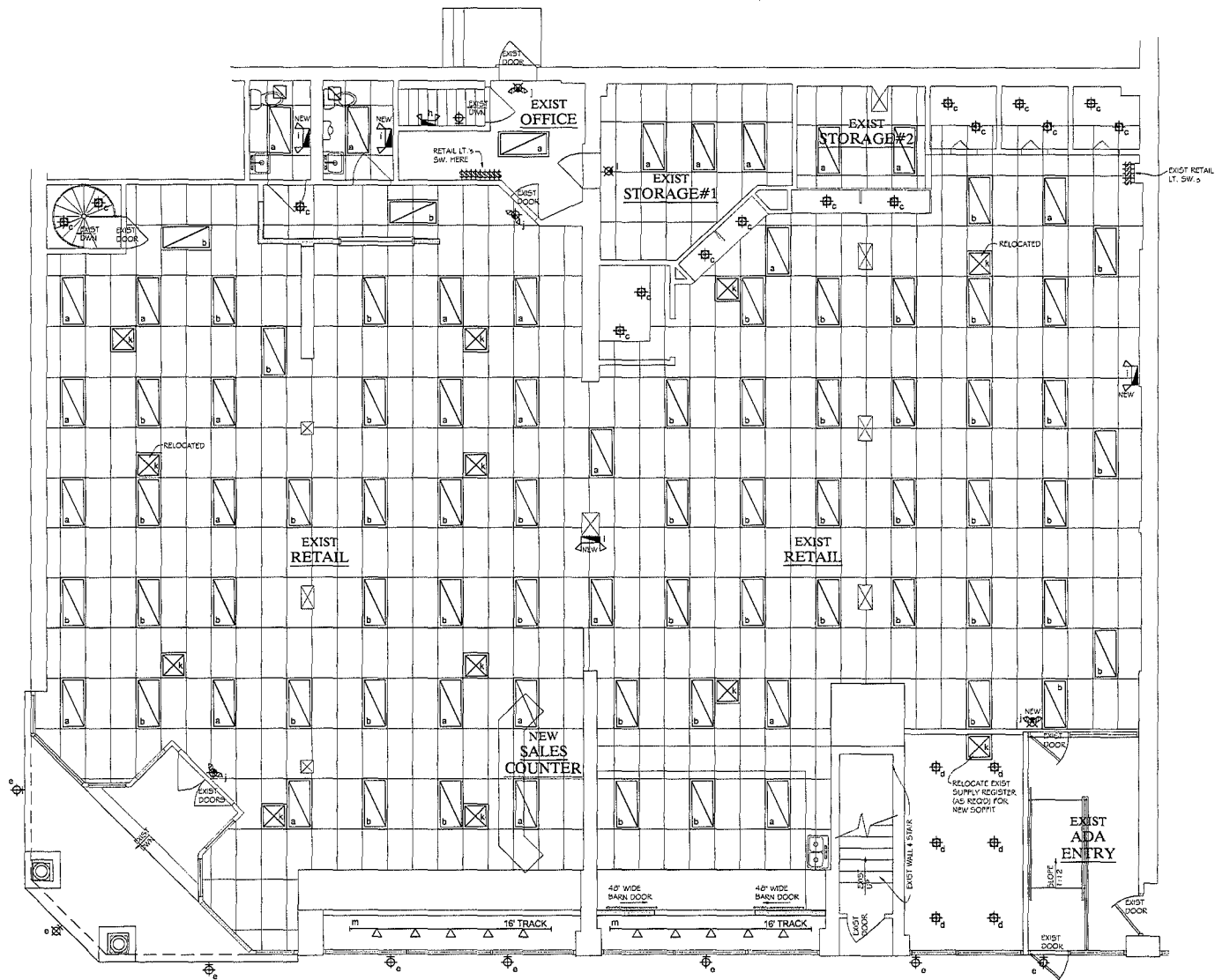
**KOHLER.**  
**Generators**

**Certified  
Installer**



KEY	
a	EXISTING 2x4 RECESSED FLUOR LIGHT FIXTURE - TO REMAIN NEW LED RETROFIT BULB - BY E.C.
b	RELOCATED EXISTING 2x4 RECESSED FLUOR LIGHT FIXTURE NEW LED RETROFIT BULB - BY E.C.
c	EXISTING RECESSED CAN LIGHT TO REMAIN - NEW 12 W LED BULB (REPLACES 75W) - BY E.C.
d	RELOCATED EXISTING RECESSED CAN LIGHT - NEW 12 W LED BULB (REPLACES 75W) - BY E.C.
e	NEW EXTERIOR WALL SCIENCE "THE LARAMEE GOOSENECK" BARN LIGHT 40 W LED BULB - BY OWNER INSTALLED BY E.C.
f	
g	LOCATION OF JUNCTION BOX
h	EXISTING EMERGENCY LIGHT TO REMAIN
i	EMERGENCY LIGHT BY ELECTRICAL CONTRACTOR
j	EXT LIGHT / EMERGENCY LIGHT BY E.C.
k	EXISTING RECESSED LOUVERED AIR DIFFUSER
l	EXT LIGHT BY ELECTRICAL CONTRACTOR
m	NEW BLACK TRACK w/ BLACK HEADS 20W LED - BY E.C.


ELECTRICAL SYMBOLS	
⚡	SINGLE POLE SWITCH
⚡	THERMAL SWITCH
⚡	OCCUPANCY SENSOR SWITCH
⚡	PILOT LIGHT SWITCH
⚡	DUPLEX RECEPTACLE
⚡	GROUND PURPOSE
⚡	SPECIAL OUTLET - 208V 1Ø OR 3Ø
⚡	CONDUIT WITH WIRING AND GROUND WIRE
⚡	SAFETY DISCONNECT SWITCH
⚡	E.C. ELECTRICAL CONTRACTOR
⚡	WEATHER PROOF
⚡	DATA / PRINTER OUTLET 34"C STUB INTO CEIL.
⚡	MOTOR OUTLET
⚡	DUPLEX RECEPTACLE w/ GROUND FAULT
⚡	JUNCTION BOX
⚡	NL LIGHTING FIXTURE (NIGHT LIGHT)
⚡	2x4 RECESSED FLUORES, FIXTURE
⚡	LED CANS
⚡	PORCELAIN CEILING SOCKETS
⚡	SMALL DECORATIVE PENDANTS
⚡	LARGE DECORATIVE PENDANTS
⚡	LED SPOT LIGHT
⚡	LED BOX LIGHT
⚡	FIRE ALARM HORN / VISUAL
⚡	FIRE ALARM PULL STATION
⚡	EMERGENCY LIGHT
⚡	EMERGENCY LIGHT w/ REMOTE HEAD
⚡	EXIT LIGHT
⚡	DIRECTIONAL EXIT LIGHT (FACE ARROWS AS REQ'D)
⚡	EX-R EXISTING DEVICE - RELOCATED
⚡	EX EXISTING DEVICE - TO REMAIN ACTIVE
⚡	NF NON FUSED
⚡	ETR EXISTING TO REMAIN














**ELECTRICAL LIGHTING PLAN**  
SCALE: 1/4" = 1'-0"

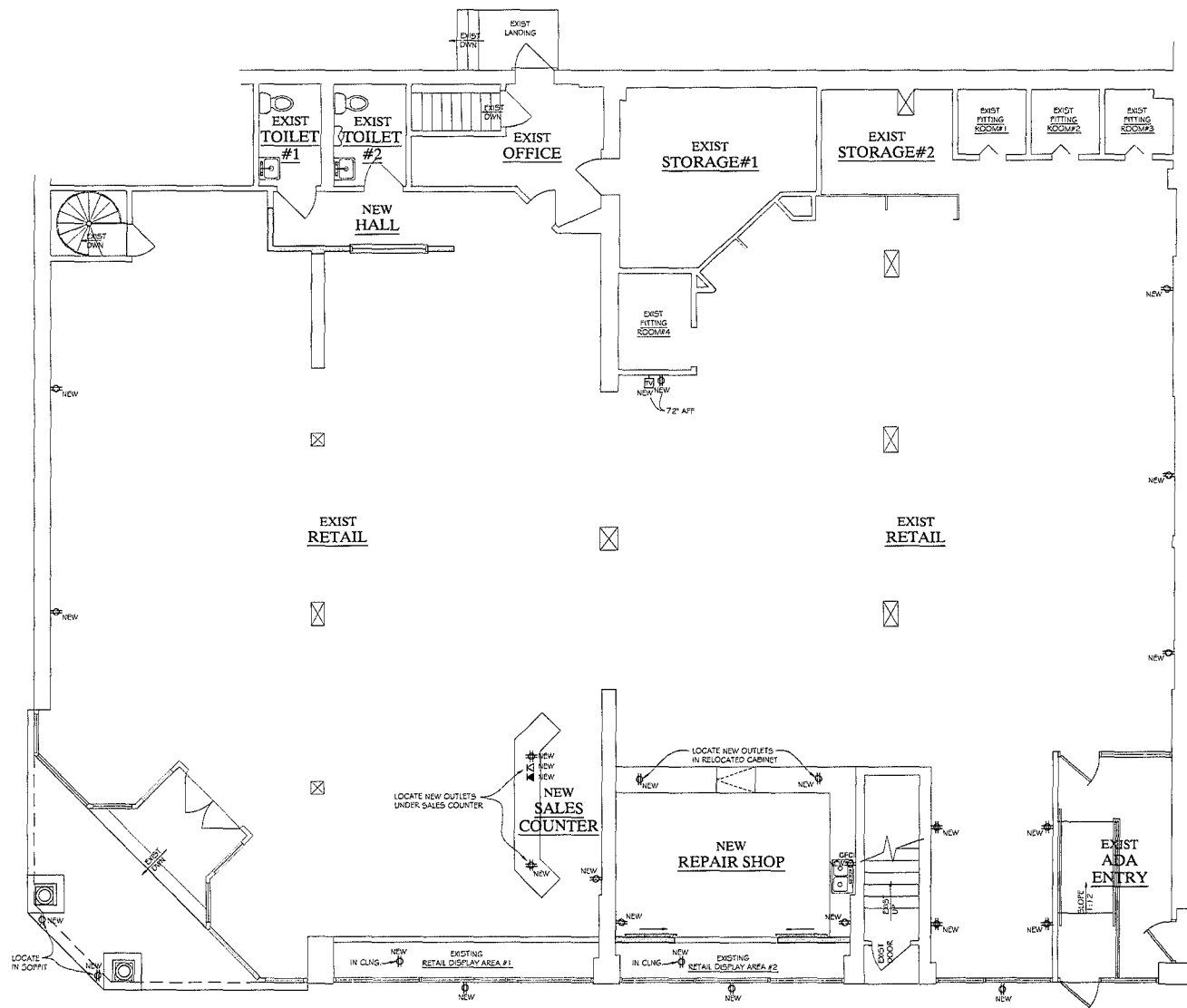
LIGHT FIXTURE COUNT	
EXISTING 2x4 FLUOR LIGHTS TO REMAIN	30
EXISTING 2x4 FLUOR LIGHTS TO BE REMOVED	56
RELOCATED 2x4 FLUOR LIGHTS	56
EXISTING CAN LIGHTS TO REMAIN	15
EXISTING CAN LIGHTS TO BE REMOVED	54
RELOCATED CAN LIGHTS	6
NEW TRACK LIGHTING	32' TRACK
NEW EXTERIOR WALL SCONCES	8

NOTE:  
ALL EXISTING 4' RELOCATED 2x4 FLUOR. FIXTURES ARE TO BE RETROFITTED w/ NEW LED BULB

REVISIONS	BY
	
<b>ARCHITECTURAL RESOURCES</b> W. Alex Tsipiel - Architect Robert M. Akers - Architect 427 West State St. Geneva, Illinois 60134 (630) 232-1774 wtsipiel@architecturalresources.com / robert.akers@architecturalresources.com	
I hereby certify that these plans were prepared under my supervision and to the best of my knowledge they conform to the Illinois Electrical Code and the National Electrical Code, and that I am a duly Licensed Professional Engineer in the State of Illinois, License No. 00174.	
Electrical Lighting Plan Build-out for: <b>STANBRIDGE MASTER SADDLERS</b> 122 W. Main Street St. Charles, Illinois 60174	
Date: 1/10/16	Scale: AS NOTED
Drawn: R.M.A.	Job #: G-2577
Sheet: E2.0	Of 2 Sheets



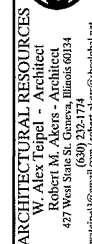
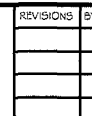
ELECTRICAL SYMBOLS	
	SINGLE POLE SWITCH
	THERMAL SWITCH
	OCCUPANCY SENSOR SWITCH
	PILOT LIGHT SWITCH
	DUPLEX RECEPTACLE
	GROUND PURPOSE
	SPECIAL OUTLET - 208V 1Ø OR 3Ø
	CONDUIT WITH WIRING AND GROUND WIRE
	SAFETY DISCONNECT SWITCH
	ELECTRICAL CONTRACTOR
	WEATHER PROOF



**ELECTRICAL POWER PLAN**  
SCALE: 1/4" = 1'-0"

- ELECTRICAL NOTES**
1. Electric Service: Existing 400 amp, 3 phase, (2) Receptacles 42 circuit panels.
  2. Electrical outlets shall be mounted 5' above finished floor.
  3. Electric switches shall be mounted 48" finished floor.
  4. Pipe size for homerun shall be 3/4" minimum.
  5. All wire shall be copper w/ THHN/THWN insulation. Minimum wire size: Home runs #12, All runs over 75' #10.
  6. All 120V circuits shall be GFCI.

REVISIONS		BY:
<b>ARCHITECTURAL RESOURCES</b> W. Alex Toppel - Architect Albert J. Rogers - Architect 427 West Madison Street, Suite 6014 Chicago, Illinois 60601 (312) 232-1774 w.toppel13@gmail.com / robert.akerer@shglobal.net		
I hereby certify that Alex Toppel is duly licensed as an architect in the State of Illinois and that he is the author of the design shown on this plan. I am not providing any supervision and the best of my knowledge they comply with the building ordinance, zoning ordinance and all applicable codes and regulations of the City of Chicago and the State of Illinois. Date: 11/08/16 Signature: 110018		
<b>ELECTRICAL POWER PLAN</b> Build-out for: <b>STANBRIDGE MASTER SADDLERS</b> 122 W. Main Street St. Charles, Illinois 60174		
Date:	11/08/16	
Scale:	AS NOTED	
Drawn:	R.M.A.	
Job:	16-2577	
Sheet	<b>E1.0</b>	
Of 2 Sheets		



I hereby certify that these plans were prepared under my supervision and to the best of my knowledge they comply with the building ordinances, zoning ordinances and all other applicable codes and ordinances including the Illinois Accessibility Code and ANSI A117.1-1986.






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**PROPOSED FLOOR PLAN**  
Build-out for:  
**STANBRIDGE MASTER SADDLERS**  
122 W. Main Street  
St. Charles, Illinois 60174

Date 11/01/16  
Scribe AS NOTED  
Drawn R.M.A.  
Job 16-2577  
Sheet  
**ASK1**  
Of 2 Sheets



**KEY**

	— EXISTING WALL (TO REMAIN)
	— EXISTING MASONRY WALL
	— NEW WALL CONSTRUCTION
	— EXISTING WALL (TO BE DEMOLISHED)
	— SOUND INSULATION

## **Exhibit II**

### Eligible Interior Building Improvements Cost Estimate



# STANBRIDGE MASTER SADDLERS

December 19, 2016

Mr. Matthew O'Rourke  
2 East Main Street  
Saint Charles, Illinois 60174

Mr. O'Rourke,

Thank you for taking the time to meet with Randy Jostes and me regarding our proposed renovations at 116 West Main Street. As we discussed, we are hoping the City will help us in improving the building façade and would like to begin work as soon as possible. We are planning to open mid-January, and it would be ideal to have the exterior complete by then.

As requested, please see our exterior construction renovation budget below:

Existing Sign Removal	\$1,500	* Not Eligible for award funding
Exterior Demolition	\$2,400	
New Carpentry & Trim Work	\$9,400	
New Storefront Glass	\$8,750	
Board up of Storefront (after demo)	\$1,200	* Not Eligible for award funding
Exterior Painting	\$3,450	
Exterior Electrical & Lighting	\$3,900	
New Signage	\$2,300	* Not included for award funding
Architect Design and CM Fees	\$7,350	* Not Eligible for award funding
Total Cost of Exterior Renovation	\$40,250	
Total cost of eligible renovations	\$27,900	

Please feel free to contact me with any questions. My partners at Stanbridge and I look forward to being a part of downtown Saint Charles for many years to come.

Sincerely,

Sarah Schmidgall  
Stanbridge Master Saddlers  
815-557-7760  
sarah@stanbridgesaddlers.com

# ESTIMATE

## Aaa Remodeling Service

Lisle Il

Phone: (630) 392-3626

Email: aaaremodelingservice@yahoo.com

**Randy Jostes**

(630) 453-9085

Estimate #

000005

Date

11/23/2016

### Description

### Total

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Demolition and clean up	\$2,400.00
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Removal of all plywood as discussed  
And rotten trim  
Removal and disposal of granite to supplied dumpster

Exterior wrap	\$6,400.00
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New hardie panels installed  
And trim details as discussed cedar or hardie trim, no prep or paint work  
Supply and build scaffolding

Materials budget	\$4,500.00
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We could save as much as 1500 if we use cedar as opposed to hardie trim I have to get and  
accurate count and still want to confirm final details w owners

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<b>Subtotal</b>	<b>\$13,300.00</b>
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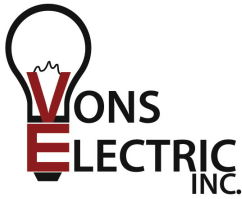
<b>Total</b>	<b>\$13,300.00</b>
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Shane Zimmer

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Randy Jostes



**Vons Electric, Inc.**  
2701 Dukane Drive  
St Charles, Illinois 60174  
Ph.630.377.VONS(8667)

# Proposal



Date	Estimate #
11/15/2016	3950
<b>Pricing valid for 30 days from the date of this proposal</b>	

Client Name / Address
Stanbridge Master Saddlers 122 W Main Street St.Charles IL 60174

Project Number
16-1252E

Description of Work	Qty	Cost	Total
Install 10-new 6" LED cans in drop ceiling		2,000.00	2,000.00
86- 2x4 LED Layin fixtures on existing switches ( add separate support to ceiling)		21,500.00	21,500.00
Change 20 recessed light trims to LED		1,000.00	1,000.00
Emergency lights per code for the area consisting of		2,300.00	2,300.00
6-emergency lights			
4-combo / exit lights			
2-remote head			
3-fire strobe drops (wire by others)			
Install customer supplied track lights (per drawing dated 11/08/16)		400.00	400.00
Redo existing doorbell to code		420.00	420.00
Add 8-fixture openings for customer supplied barn lights (exterior)		2,700.00	2,700.00
surface mounting conduit			
replace photo eye sensor			
Add 4-occupancy sensors to the bathrooms and storage rooms per St.Charles code		300.00	300.00
2-exterior soffit outlets on with the track light power		300.00	300.00
Install 11-new duplex receptacles, 1-GFI and 6-quad receptacles		3,150.00	3,150.00
Demo old can light, track and old wiring		1,200.00	1,200.00
Note: A 50% deposit and signed proposal required to schedule, balance due upon completion of work			
Excludes: Patching or painting, permit fees, any code upgrades that are not E1.0 & E2.0 11/08/16			
Lights are by owner (except LED can trims)			

Thank you for the opportunity to do business!	<b>Total</b>	\$35,270.00
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I, the undersigned, hereby authorize the Work described on this Proposal. I have read and agree to this Proposal, including the attached terms and conditions. I recognize that there may be other service providers who may be able to perform this work and understand that I have the option of seeking other bids before authorizing this work. I represent that I am either the owner or owner's agent, and have authority to authorize the Work, and agree to pay for all services, including goods and services, received. I further, agree to pay Vons Electric, Inc. all costs and expenses, including but not limited to collection expenses, court costs and reasonable attorney's fees incurred by Vons Electric, Inc. in seeking to enforce any of the liabilities or obligations of the undersigned under this Agreement. Estimated Start/End Date: TBD upon acceptance of this proposal

Client Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_



**WWW.VONSELECTRIC.COM**  
**LICENSED, INSURED & BONDED**

**KOHLER**  
Generators

**Certified  
Installer**

11/22/2016  
5:08:27 AM

## Job Estimate

<b>Bid Date:</b>	11/22/2016	<b>Vendor:</b>	Pittco Architectural Metals, Inc.	Fox Valley Glass and Mirror, Inc.
<b>Estimator:</b>	George Johnson			9919 Clow Creek Drive
<b>Job Name:</b>	Stanbridge Mater Saddlers			Suite A
<b>Contractor:</b>				Plainfield, Illinois 60585
<b>Job Contact:</b>	Randy Jostes			Phone: 630-904-4700
<b>Phone:</b>	630-453-9085			Fax: 630-904-4710
<b>Fax:</b>				georgefvg@Comcast.net
<b>Address1:</b>				www.foxvalleyglass.Com
<b>Address2:</b>				License #
<b>Address3:</b>				

<b>Architect:</b>	<b>Addr1:</b>
<b>Contact:</b>	<b>Addr2:</b>
<b>Phone:</b>	<b>Addr3:</b>
<b>Fax:</b>	

<b>Price per Square Foot</b>	<b>Total Material:</b>	\$6,339.70
Total Perimeter Ft: 102	<b>Total Labor:</b>	\$1,871.43
Total Square Ft: 294	<b>Total Outside Costs:</b>	\$ .00
Price / Square Ft: \$29.76	<b>Sales Tax % 8.5</b>	\$538.87

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**Job Grand Total: \$8,750.00**

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### Sections Bid:

Furnish and install Pittcos 2 x 4.5 thermally broken aluminum storefront in dark bronze anodized finish glazed with Low E tempered insulated glass.  
Head Receptor and sub-sill included. Price includes aluminum framing, glass and installation. No other work is included in this bid. Add \$ 1200.00 for removal and board up of existing glass. Add \$ 1450.00 to install panel and aluminum trim below windows.

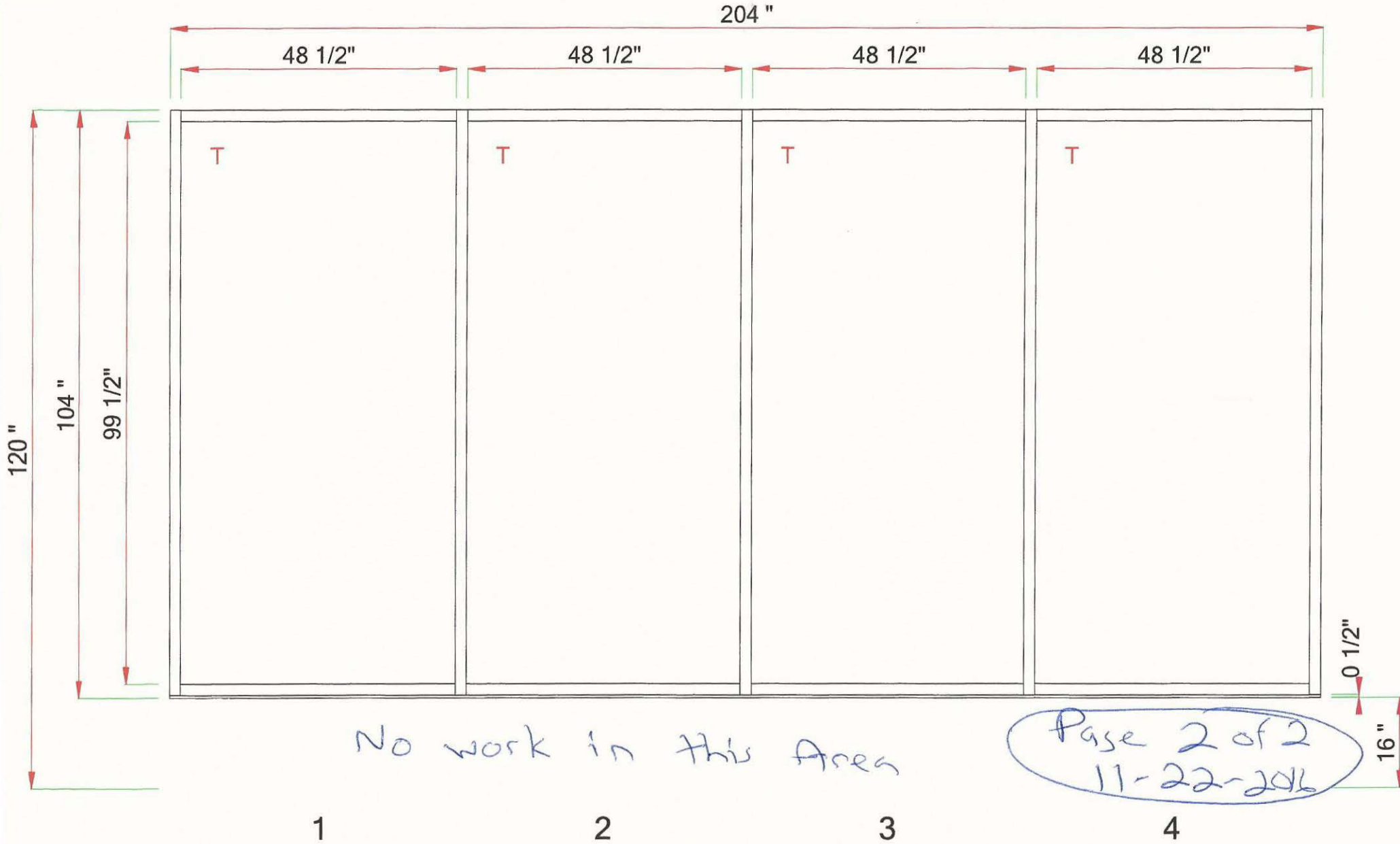
### Exclusions:

Any permits or fees that may apply, Any addition cost for special insurance, Final cleaning of glass and aluminum. Any break metal that may be needed. Any item not shown on following sheets.

Any permits or fees that may apply, Any addition cost for special insurance, Final cleaning of glass and aluminum. Any break metal that may be needed. Any item not shown on following sheets.

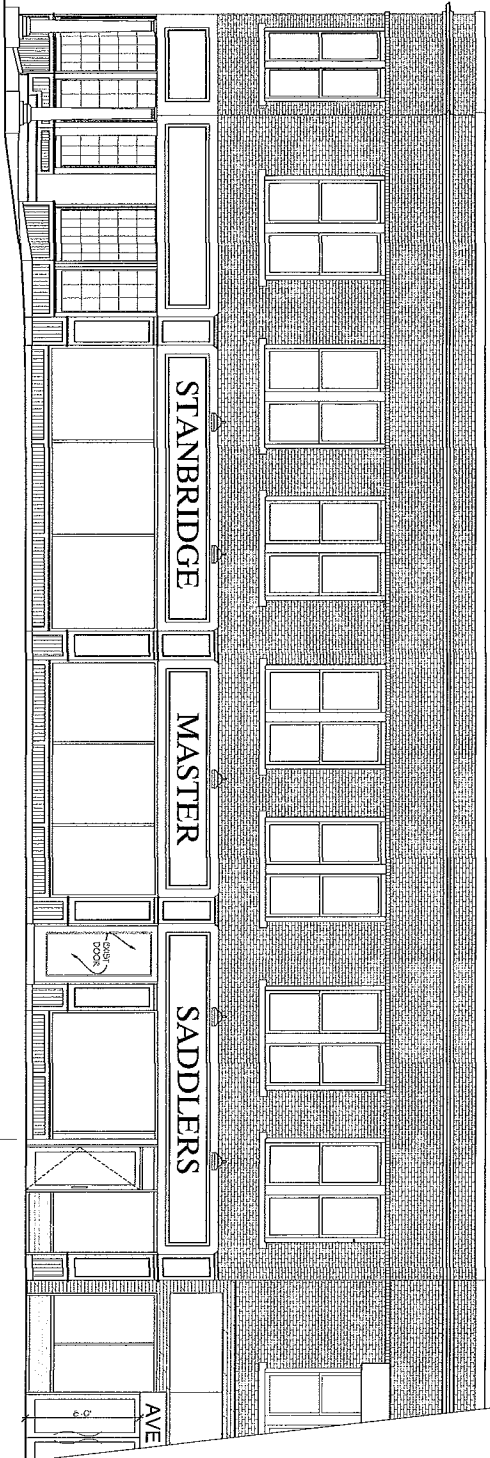
### Notes:

Please allow approx 3-4 weeks for material. Pricing good for 60 days after the date of this quote. 50% deposit to bring material in and balance due net 15 days from our completion. Any questions feel free to contact me. Thanks and have a great day. George J. Johnson 630-774-8694.



Stanbridge Mater Saddlers - 001 - Sout Elevation.dwg (2 Thus)  
Frame: (DkBrz Cl2) TMS 114T - 2 x 4 1/2 Thermal Flush Glaze - Screw Spline - w/Subsill






PROPOSED SOUTH ELEVATION  
SCALE: 1/4" = 1'-0"



PROPOSED WEST ELEVATION  
SCALE: 1/4" = 1'-0"

	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 3d
	Title:	Recommendation to Approve and Execute an Acceptance Resolution for Public Sanitary Sewer Located at 2425 W. Main Street (Buona Beef)	
	Presenter:	Chris Bong, P.E.	
Meeting: Planning & Development Committee		Date: January 9, 2017	
Proposed Cost: \$0		Budgeted Amount: \$	Not Budgeted: <input checked="" type="checkbox"/>
<b>Executive Summary</b> <i>(if not budgeted please explain):</i>  <p>Public sanitary sewer and appurtenances were constructed to service the improvements for Buona Beef at 2425 W. Main Street. Said utilities have undergone and passed all required testing and inspection and are found to be acceptable. The Development Engineering Division has received all required documents including utility easements and as-built drawings depicting the locations of said public improvements.</p>			
<b>Attachments</b> <i>(please list):</i> Acceptance Resolution Bill of Sale Exhibit "A"			
<b>Recommendation/Suggested Action</b> <i>(briefly explain):</i> Staff recommends approval and execution of an acceptance resolution for public sanitary sewer and appurtenances located at 2425 W. Main Street (Buona Beef).			

**City of St. Charles  
Kane and DuPage Counties**

**ACCEPTANCE RESOLUTION**

**Subdivision Name:** Buona Beef 2425 W. Main Street

**Whereas** Keystone Ventures, LLC, the Developer of  
Buona Beef 2425 W. Main Street, entered into a contract with  
Frontier Development., for the construction of public sanitary sewer and appurtenances in  
easements at 2425 W. Main Street as described in the attached exhibits in the aforesaid Subdivision; and

**Whereas**, the Contractor has constructed the public sanitary sewer and appurtenances in  
accord with the plans and specifications, as revised, heretofore approved by the City of St. Charles; and

**Whereas**, the public sanitary sewer and appurtenances have been inspected by the  
Engineer for the sub divider and by a representative for the City of St. Charles and are found to be  
satisfactory;

**Now, Therefore, Be It Resolved** by the City Council of St. Charles, that said Council  
hereby approves and accepts the public sanitary sewer and appurtenances. It being understood that this  
acceptance and/or approval in no way relieves the Contractor of his Surety of any obligation for  
maintenance for a period of one (1) year as provided for in said Contract.

**Passed** by the City Council of the City of St. Charles, this 17th day of January, 2017,  
and APPROVED by the Mayor of said City of St. Charles, this 17th day of January, 2017.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK