

**AGENDA**  
**CITY OF ST. CHARLES**  
**PLANNING & DEVELOPMENT COMMITTEE**  
**ALD. PAUL LENCIONI – CHAIR**  
**MONDAY, MARCH 11, 2024 - 7:00 PM**  
**CITY COUNCIL CHAMBERS**  
**2 E. MAIN STREET**

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. OMNIBUS VOTE**

**Items with an asterisk (\*)** are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.

**4. COMMUNITY & ECONOMIC DEVELOPMENT**

- a. Recommendation to approve a General Amendment to Ch. 14.14 “Business and Mixed-Use Districts”, Table 17.14.1 “Permitted and Special Uses”, regarding Cultural Facilities in the BL District
- b. Recommendation to approve an Application for Special Use for a Cultural Facility to establish a motorcycle museum for 1317 E. Main St., Motorcycle Museum (Andrew Koczwar)
- c. Recommendation to approve an Application for Special Use for a Place of Worship for 3809 Illinois Avenue, Promise Church (Rino Miulli)
- \*d. Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 720 Prairie St.
- \*e. Recommendation to approve a Final Plat of Subdivision (Minor Subdivision) for 3925 Stern Ave. Lot Consolidation (Bryan McCusker)
- f. Recommendation to approve a Temporary License Agreement between the City of St. Charles and Pollyanna Brewing Company (106 Riverside Ave.)
- g. Recommendation to approve a Temporary Closure of Walnut Avenue from April 15, 2024 through October 31, 2024.
- h. Recommendation to approve a Temporary License Agreement between the City of St. Charles and C&A Management

- i. Recommendation to approve a Temporary License Agreement between the City of St. Charles and STC Arcada LLC

**5. PUBLIC COMMENT**

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


**7. EXECUTIVE SESSION**

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

**8. ADJOURNMENT**

***ADA Compliance***

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844 (TDD), or via e-mail at [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).

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 4a
	Title:	<b>Recommendation to approve a General Amendment to Ch. 14.14 “Business and Mixed-Use Districts”, Table 17.14.1 “Permitted and Special Uses”, regarding Cultural Facilities in the BL District</b>	
Presenter:	<b>Rachel Hitzemann</b>		
<b>Meeting:</b> Planning & Development Committee		<b>Date:</b> March 11, 2024	
<b>Proposed Cost:</b> \$	<b>Budgeted Amount:</b> \$	<b>Not Budgeted:</b> <input type="checkbox"/>	
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>Andrew Koczvara has submitted a General Amendment request to add “Cultural Facility” as a Special Use in the BL Local Business District.</p> <p>Mr. Koczvara has separately submitted a Special Use application to permit a motorcycle museum to be established at 1317 E. Main St. That application, which is being considered under a separate agenda item, is contingent on approval of General Amendment regarding Cultural Facilities.</p> <p>The Plan Commission reviewed the application on 2/21/24 and unanimously recommended approval.</p>			
<b>Attachments</b> (please list):			
Plan Commission Resolution, Staff Report, Application			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Recommendation to approve a General Amendment to Ch. 14.14 “Business and Mixed-Use Districts”, Table 17.14.1 “Permitted and Special Uses”, regarding Cultural Facilities in the BL District			

**City of St. Charles, Illinois**  
**Plan Commission Resolution No. 1-2024**

**A Resolution Recommending Approval of a General Amendment to  
Ch. 17.14 “Business and Mixed-Use Districts”, Table 17.14.1 “Permitted and  
Special Uses”, regarding Cultural Facilities in the BL District.**

**Passed by Plan Commission on February 21, 2024**

WHEREAS, it is the responsibility of the St. Charles Plan Commission to hold public hearings and review requests for amendments to Title 17, “Zoning”; and

WHEREAS, the Plan Commission held a public hearing and has reviewed the petition for a General Amendment to Ch. 17.14 “Business and Mixed-Use Districts”, Table 17.14-1 “Permitted and Special Uses”, regarding Cultural Facilities in the BL District; and

WHEREAS, in accordance with Section 17.04.320.C, the Plan Commission has considered the following criteria for General Amendment:

**1. The Consistency of the proposed amendment with the City’s Comprehensive Plan.**

The proposed amendment would allow for a future motorcycle museum and art gallery. Bringing an interest to tourism and visitors for the City. Point of interest to general public.

**2. The Consistency of the proposed amendment with the intent and general regulations of this Title.**

The use is allowed in other commercial districts.

**3. Whether the proposed amendment corrects an error or omission, adds clarification to existing requirements, is more workable than the existing text, or reflects a change in policy.**

Change in policy to allow cultural facility as a special use.

**4. The extent to which the proposed amendment would be in the public interest and would not serve solely the interest of the applicant.**

In the State of Illinois, currently there is no motorcycle museum of this size. A display of 100 old motorcycles always brings interest to the public and provides education for younger generations.

**5. The extent to which the proposed amendment creates nonconformities.**

The proposed amendment will not create nonconformities. It is an existing building.

**6. The implications of the proposed amendment on all similarly zoned property in the City.**

The proposed amendment will apply to all properties in the BL zoning district.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to City Council approval of a General Amendment to Ch. 17.14 “Business and Mixed-Use Districts”, Table 17.14-1 “Permitted and Special Uses” to allow Cultural Facilities in the BL District.

**Roll call vote:**

**Ayes: Funke, Wiese, Rosenberg, Fitzgerald, Vargulich**

**Nays: None**

**Absent: Moad, Hibel, Ewoldt, Gruber**

**Motion carried 5-0**

PASSED, this 21st day of February 2024.

---

Chairman



---

**General Amendment – Cultural Facilities**

---

<b>Applicant:</b>	Andrew Koczwarra
<b>Purpose:</b>	Add “Cultural Facilities” as a permitted Special Use in the BL Local Business District
<b>Application:</b>	General Amendment
<b>Public Hearing:</b>	Yes

---

**Summary of Proposal:** Proposal is to add “Cultural Facilities” as a permitted Special Use in the BL zoning district.

A Special Use for a motorcycle museum has been filed in conjunction with this application.

---

**Info / Procedure on Application:**

- See **Sec. 17.04.320** regarding General (Text) Amendments. A General Amendment (or Text Amendment) is an application requesting a change to the Zoning Ordinance, Title 17 of the City Code. A change may be requested to a numerical standard (such as a setback requirement) or to any other text of the Zoning Ordinance. Often, a General Amendment is proposed to change the standards that apply to a specific zoning district or a specific land use or business category. Changes to the text apply to all properties in the City that are located in the same zoning district or fall within the same category of land use or business. A General Amendment application may also involve changes to procedures or application requirements that are listed in the Zoning Ordinance.
- Public hearing is required. No mailed notice to surrounding property owners.
- Findings: 6 items of information to consider in making a recommendation; all items need not be in the affirmative to recommend approval.

---

**Suggested Action:** Conduct the public hearing and close if all testimony has been taken. The item is listed for discussion and recommendation, should the Plan Commission feel that they have enough information to make a recommendation.

---

**Staff Contact:** Rachel Hitzemann, Planner

---

**I. BACKGROUND**

**A. Current Zoning Interpretation**

Andrew Koczwarra has filed this application in hopes of opening a motorcycle museum at 1317 E Main St. A motorcycle museum is classified as a “Cultural Facility” under the Zoning Code. The zoning for this property is BL- Local Business District, which does not currently permit Cultural Facilities.

The property at 1317 E Main St. has been vacant for several years. Over the last 10 years the property has been for sale on and off and its most recent uses have included a doggy day care

and more recently a storage lot for McGrath Honda. Prior to the doggy daycare, the property was used for a restaurant known as the “Cork and Fork”

**ANALYSIS**

**A. USE**

“Cultural Facility” is defined in Section 17.30.020 as follows:

*Facilities open to the public including, but not limited to, museums, cultural centers, and aquariums. Cultural Facility does not include Library, Place of Worship or Lodge or Private Club, as defined herein.*

Currently, “Cultural Facilities” are permitted in all of the commercial zoning districts except the BL Local Business District. It is a Special Use in the CBD-2 Mixed Use Business District.

TABLE 17.14-1	BL	BC	BR	CBD-1	Downtown Overlay		CBD-2
					CBD-1	CBD-2	
Cultural Facilities		P	P	P	P	S	S

“Cultural Facilities” are also permitted in the OR, M-1, M-2, and PL Districts.

TABLE 17.16-1	OR	M-1	M-2	PL
Cultural Facilities	P	P	P	P

**B. PROPOSAL**

The applicant is proposing to list Cultural Facilities as a permitted Special Use in the BL Local Business District.

The purpose statement of the BL District is provided in Section 17.14.010 as follows:

*The purpose of the BL Local Business District is to provide locations for small-scale service and retail uses that primarily serve the convenience needs of St. Charles neighborhoods. The BL District permits a mix of uses, but care must be taken to ensure that adequate access, parking and screening is provided so as not to negatively impact adjoining residential neighborhoods.*

The BL District is predominately located along Main Street, between downtown and Tyler Rd. on the east side and between downtown and Randall Rd. on the west side. Most BL properties are adjacent to residential areas and are generally smaller in size than BC (Community Business) or BR (Regional Business) properties. Smaller scale commercial and office uses are permitted in the BL District, while uses that have the potential to generate increased activity and noise such as Theaters, Live Entertainment, and Gas Stations, are not permitted. The attached map shows the location of BL property. Table 17.14-1 Permitted and Special Uses in the commercial zoning districts is also attached.

The applicant has requested Cultural Facilities be permitted as a Special Use in the BL District. Staff proposes the following changes to Table 17.14-1 to accommodate the applicant’s request (in ***bold italics***):

TABLE 17.14-1	BL	BC	BR	CBD-1	Downtown Overlay		CBD-2
					CBD-1	CBD-2	
Cultural Facilities	<b><i>S</i></b>	<b><i>P</i></b>	<b><i>P</i></b>	<b><i>P</i></b>	<b><i>P</i></b>	<b><i>S</i></b>	<b><i>S</i></b>

C. COMPREHENSIVE PLAN

The Comprehensive Plan designates the land use of most areas in the BL District as “Neighborhood Commercial”. The plan describes the Neighborhood Commercial land use as follows (p.39):

*Areas designated as neighborhood commercial are intended toward smaller-scale retail and service commercial areas geared toward providing for the daily shopping, service, and convenience needs of surrounding neighborhoods. Uses in the neighborhood commercial areas should be of a scale and intensity to be considered generally compatible with adjacent and nearby residential uses.*

The Commercial Area Policies include the following (p.48):

***Promote a mix of attractive commercial uses along the Main Street Corridor that provide a range of goods and services to the St. Charles community.***  
*A wide range of commercial uses exist along the Main Street corridor, providing a variety of goods and services to residents. As a primary east-west route through the City, Main Street contributes to the overall character, image, and appearance of St. Charles. In general, some commercial areas are newer, well maintained, well occupied, provide a desirable mix of uses, and are generally considered attractive. Others however, are older/dated, suffer from deferred maintenance and obsolescence, and suffer from a less desirable mix of uses and higher vacancy rates. The City should continue to promote reinvestment along this key commercial corridor and maintain Main Street as a unique commercial corridor that can accommodate a wide array of business types to cater to the diverse needs of the St. Charles community.*

IV. **SUGGESTED ACTION**

Conduct the public hearing and close if all the testimony has been taken.

Staff has placed this item on the meeting portion of the agenda for a recommendation, should the Plan Commission feel they have adequate information to recommend on the item tonight.

V. **ATTACHMENTS**

- Zoning Map
- Table 17.14-1
- Application, received 1/22/24



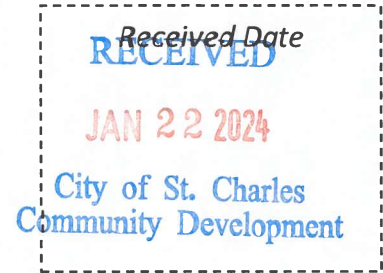
City of St. Charles  
 Community Development Division  
 2 E. Main Street  
 St. Charles, IL 60174



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

## GENERAL AMENDMENT APPLICATION

<b>For City Use</b>	
Project Name:	<u>1317 E. Main St</u>
Project Number:	<u>2024 -PR- 001</u>
Cityview Project Number:	<u>PLGA20240002</u>



- File this application to request an amendment to the text of the St. Charles Zoning Ordinance (City Code Title 17).
- Complete the application and submit with all required attachments to the Community Development Division.
- The information you provide must be complete and accurate. If you have any questions please contact the Community Development Division.
- City staff will review the submittal for completeness and for compliance with applicable requirements prior to establishing a public hearing date.

<b>1. Applicant Information:</b>	Name: <u>ANDRZEJ KOCZWARA</u>	Phone: <u>847-630-2587</u>
	Address <u>1317 E MAIN ST</u> <u>SAINT CHARLES, IL 60174</u>	Email: <u>andy@americanhwy.com</u>

**2. Information Regarding General Amendment:**

What is the amendment regarding?

MOTORCYCLE MUSEUM & ART GALLERY

What Code sections are proposed for amendment?

Chapter(s):

Section(s):

Wording of the proposed Amendment: *Insert below or attached on a separate page*

To allow cultural facilities as a special use in the BL Zoning District

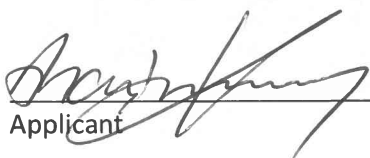
**3. Required Attachments:**

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

*Provide 1 copy of each required item, unless otherwise noted.*

- APPLICATION FEE: \$500
- REIMBURSEMENT OF FEES AGREEMENT: An original, executed Reimbursement of Fees Agreement and deposit of funds in escrow with the City, as provided by Appendix B of the Zoning Ordinance.
- REIMBURSEMENT OF FEES INITIAL DEPOSIT: Deposit of funds in escrow with the City. Required deposit for a General Amendment application only: \$1,000.
- FINDINGS OF FACT: Fill out the attached form based on the proposed General Amendment.

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

 Applicant \_\_\_\_\_  
01/17/24 Date \_\_\_\_\_

## FINDINGS OF FACT – GENERAL AMENDMENT

The St. Charles Zoning Ordinance requires the Plan Commission to consider factors listed below in making a recommendation to the City Council.

As an applicant, the "burden of proof" is on you to show why the proposed amendment is appropriate. Therefore, you need to "make your case" by explaining how the following factors support your proposal. If a factor does not apply to the amendment in question, indicate "not applicable" and explain why it does not apply.

### Amendment Description/Ordinance Section Number:

From the St. Charles Zoning Ordinance, Section 17.04.320.C:

In making its recommendation to grant or deny an application for a Zoning Text Amendment, the Plan Commission shall consider:

1. The consistency of the proposed amendment with the City's Comprehensive Plan.

Future motorcycle museum and art gallery.  
Bringing a interest to a tourism and visitors  
for the City. Point of intest to general public.

2. The consistency of the proposed amendment with the intent and general regulations of this Title.

The use is allowed in other Commercial districts

3. Whether the proposed amendment corrects an error or omission, adds clarification to existing requirements, is more workable than the existing text, or reflects a change in policy.

Change in policy to allow cultural facility as a Special  
Use

4. The extent to which the proposed amendment would be in the public interest and would not serve solely the interest of the applicant.

In State of Illinois currently we dont have motorcycle museum of this size. Display of 100 old motorcycles always brings intrest of public. Education for yand generation. I kees my colection priet for 30 years and its time to shere my passion with others


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

Existing building

6. The implications of the proposed amendment on all similarly zoned property in the City.

Would allow other BL zoned properties to request a Special Use for cultural facility

Plan Commission recommendation shall be based upon the preponderance of the evidence presented and the Commission shall not be required to find each Finding of Fact in the affirmative to recommend approval of an application for General Amendment.

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 4b
	Title:	<b>Recommendation to approve an Application for Special Use for a Cultural Facility to establish a motorcycle museum for 1317 E. Main St., Motorcycle Museum (Andrew Koczvara)</b>	
Presenter:	<b>Rachel Hitzemann</b>		
<b>Meeting:</b> Planning & Development Committee		<b>Date:</b> March 11, 2024	
<b>Proposed Cost:</b> \$	<b>Budgeted Amount:</b> \$	<b>Not Budgeted:</b> <input type="checkbox"/>	
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>Andrew Koczvara has submitted an application for a Special Use for a Cultural Facility at 1317 E. Main Street. The application is pending approval of a General Amendment to permit Cultural Facilities as a Special Use in the BL zoning district. Mr. Koczvara intends to establish a motorcycle museum and art gallery on the property.</p> <p>The subject property, 1317 E. Main St., has been vacant for several years, but the past several uses have included a storage lot for Honda McGrath, Fydoland and Cork and Fork. The surrounding properties are commercial or manufacturing in nature.</p> <p>The applicant is not proposing any exterior changes to the building or property. Interior work will include the demolition of some walls to create more of an open space and cosmetic work.</p>			
<b>Plan Commission review</b>			
The Plan Commission held a public hearing regarding the Special Use on 2/21/24 and unanimously recommended approval.			
<b>Attachments</b> (please list):			
Plan Commission Resolution, Staff Report, Application and attachments			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Recommendation to approve a Special Use Application to establish a Cultural Facility for the purpose of a Motorcycle Museum at 1317 E. Main St.			

**City of St. Charles, Illinois**  
**Plan Commission Resolution No. 2-2024**

**A Resolution Recommending Approval of an Application for Special Use to  
establish a motorcycle museum in an existing building for 1317 E. Main St.,  
Motorcycle Museum (Andrew Koczvara)**

**Passed by Plan Commission on February 21, 2024**

WHEREAS, it is the responsibility of the St. Charles Plan Commission to hold public hearings and review requests for Special Use; and,

WHEREAS, the Plan Commission held a public hearing and reviewed the application for a Special Use to establish a motorcycle museum in an existing building, 1317 E. Main St., Motorcycle Museum (Andrew Koczvara); and,

WHEREAS, the Plan Commission adopts the following Findings of Fact for Special Use provided by the Applicant, in accordance Section 17.04.330.C of the Zoning Ordinance:

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

Motorcycle museum and art gallery.

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

Existing building.

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

Very little to none.

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

None.

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

None.

- F. Conformance with Codes: That the proposed Special Use conforms to all applicable provisions of the St. Charles Municipal Code and meets or exceeds all applicable provisions of this Title, except as may be varied pursuant to a Special Use for Planned Unit Development.**

Yes.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to City Council approval of a Special Use to establish a motorcycle museum for 1317 E. Main St., Motorcycle Museum (Andrew Koczwara) subject to resolution of all staff comments.

Roll call vote:

Ayes: Funke, Wiese, Rosenberg, Fitzgerald, Vargulich

Nays: None

Absent: Moad, Hibel, Ewoldt, Gruber

Motion carried 5-0

PASSED, this 21st day of February 2024.

---

Chairman  
St. Charles Plan Commission



Staff Report  
Plan Commission Meeting – February 21, 2024

<b>Applicant:</b>	Andrew Koczwara
<b>Property Owner:</b>	McGrath Automotive Group
<b>Location:</b>	1317 E Main St.
<b>Purpose:</b>	Establish motorcycle museum in existing building
<b>Applications:</b>	<ul style="list-style-type: none"> <li>• Special Use for Cultural Facility</li> </ul>
<b>Public Hearing:</b>	Yes, required
<b>Zoning:</b>	BL-Local Business District
<b>Current Land Use:</b>	Commercial (vacant building)
<b>Comprehensive Plan:</b>	Neighborhood Commercial

**Motorcycle Museum- 1317 E Main St.**



<b>Summary of Proposal:</b>	<p>Proposal is to reuse the existing building for a Motorcycle Museum. A museum is classified as a “Cultural Facility”. A General Amendment Application has filed to allow Cultural Facilities as a Special Use in the BL District. The plans include:</p> <ul style="list-style-type: none"> <li>• Remodeling the inside of the building into 4 gallery rooms</li> <li>• No exterior or site changes are being proposed.</li> </ul>
-----------------------------	--

<b>Info / Procedure on Application:</b>	<p><b>Special Use:</b></p> <ul style="list-style-type: none"> <li>• Per Sec. 17.04.330, the purpose of a Special Use is as follows: “Special Uses listed within the various zoning districts include those uses that may be acceptable if established in an appropriate manner and location within a zoning district, but may not be acceptable if established in a different manner or location. Special Uses may include, but are not limited to, public and quasi-public uses affected with the public interest, and uses that may have a unique, special or unusual impact upon the use or enjoyment of neighboring property.”</li> <li>• Public hearing is required, with a mailed notice to surrounding property owners.</li> <li>• 6 findings of fact – ALL findings must be in the affirmative to recommend approval.</li> </ul>
---	--

<b>Suggested Action:</b>	<p>Conduct the public hearing on the Special Use.</p> <p>The Plan Commission may vote on the item should the Commission feel that they have enough information to make a recommendation.</p>
--------------------------	--

<b>Staff Contact:</b>	Rachel Hitzemann, Planner
-----------------------	---------------------------



**I. PROPERTY INFORMATION**

**A. History / Context**

The subject property is located at 1317 E. Main St. The .73-acre site contains a 4853-sf single-story building constructed in 1950.

The property has been vacant for several years. Over the last 10 years the property has been for sale on and off and its most recent uses have included a doggy day care and more recently a storage lot for McGrath Honda. Prior to the doggy daycare, the property was used for a restaurant known as the “Cork and Fork”

Mr. Koczvara would like to open a motorcycle museum. He has filed a General Text Amendment in conjunction with this Special Use application to allow Cultural Facilities as a Special Use within the BL zoning district.

**B. Zoning**

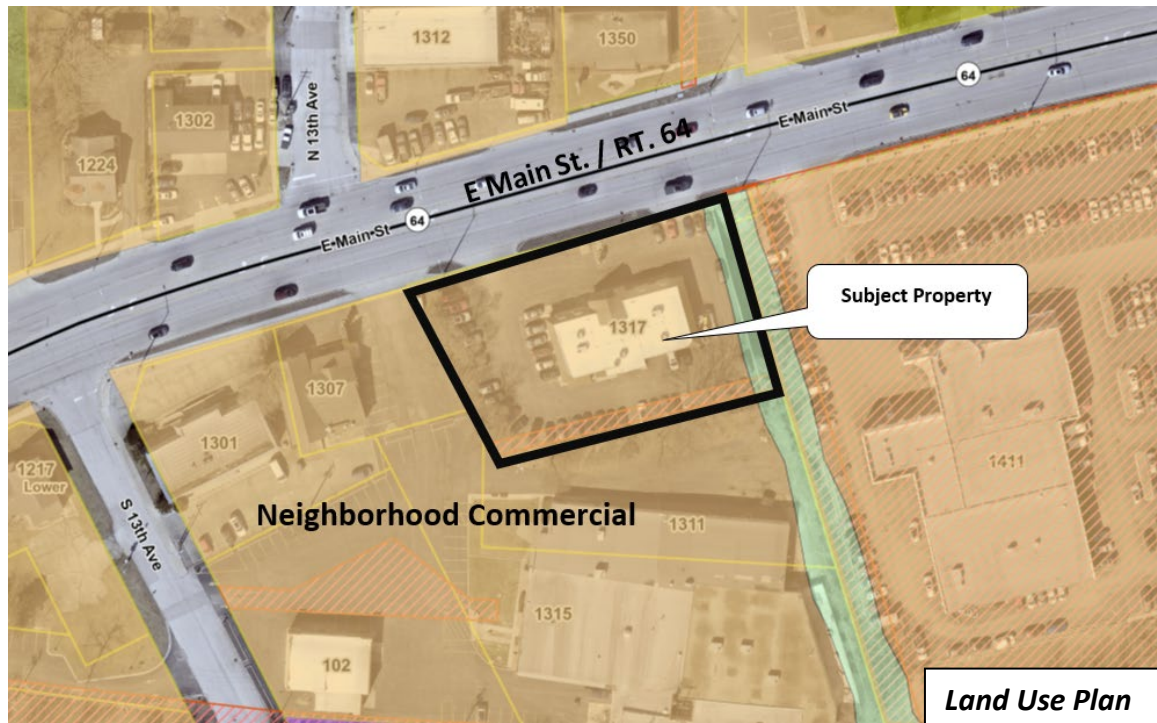
The subject property is zoned BL Local Business District. The same zoning designation exists to the north and west, with BC Commercial Business to the east and M-1 Special Manufacturing to the south.

	<b>Zoning</b>	<b>Land Use</b>
<b>Subject Property</b>	BL Local Business	Vacant building
<b>North</b>	BL Local Business	Auto repair and office
<b>East</b>	BC Commercial Business	Car Dealership
<b>South</b>	M-1 Special Manufacturing	Multi-tenant building
<b>West</b>	Local Business	Restaurant- Dimple Donuts



**C. Comprehensive Plan**

The subject property is designated Neighborhood Commercial in the Land Use Plan adopted as part of the 2013 Comprehensive Plan. Adjacent properties along the E. Main St. corridor have the same designation, which is intended for developments that have a local draw.



The Neighborhood Commercial land use category is described as follows:

*Areas designated as neighborhood commercial are intended for smaller-scale retail and service commercial areas geared toward providing for the daily shopping, service, and convenience needs of surrounding neighborhoods. Uses in the neighborhood commercial areas should be of a scale and intensity to be considered generally compatible with adjacent and nearby residential uses. Grocery stores, gasoline service stations, pharmacies, personal and financial services, smaller office uses, convenience and specialty retailers, and more are appropriate. Neighborhood commercial uses should be located along major corridors and at key intersections, along the edges of residential neighborhoods as identified in the Land Use Plan. Many neighborhood commercial properties, especially those along Main Street are relatively shallow and present challenges for redevelopment.*

The following Commercial Area Policy (p.48) is relevant to this project:

**Promote a mix of attractive commercial uses along the Main Street Corridor that provide a range of goods and services to the St. Charles community.** A wide range of commercial uses exist along the Main Street corridor, providing a variety of goods and services to residents. As a primary east-west route through the City, Main Street contributes to the overall character, image, and appearance of St. Charles. In general, some commercial areas are newer, well maintained, well occupied, provide a desirable mix of uses, and are generally considered attractive. Others however, are older/dated, suffer from deferred maintenance and obsolescence, and suffer from a less desirable mix

*of uses and higher vacancy rates. The City should continue to promote reinvestment along this key commercial corridor and maintain Main Street as a unique commercial corridor that can accommodate a wide array of business types to cater to the diverse needs of the St. Charles community.*

The following Goals & Objectives for Commercial & Office Areas (p.23) are relevant to this project:

***Goal 1: Develop attractive and highly functional retail and commercial areas that are market responsive, create a diverse tax base, and serve the needs of the City’s residents and, in some areas, a larger regional market.***

- *Objective 4: Ensure that new commercial development and redevelopment is designed in scale with, and complementary to, existing adjacent development that aligns with the vision for future character.*
- *Objective 7: Ensure that all retail, office, and service commercial activities are logically organized by use and concentrated within or near areas of similar or compatible uses.*

***Goal 2: Enhance the economic viability, productivity, appearance and function of the City’s commercial corridors, including Randall Road, Main Street, Lincoln Highway, and Kirk Road.***

- *Objective 1: Promote a healthy and mutually reinforcing mix of commercial, retail, and service uses along key corridors within the City including Randall Road, Main Street, Lincoln Highway, and Kirk Road.*
- *Objective 2: Utilize a “character note” approach by requiring high-quality development along Randall Road and Main Street at key intersections with other arterial or collector streets that serve as the “front door” into the primary commercial corridors.*
- *Objective 7: Promote the relocation of certain types of incompatible businesses that generate externalities related to aesthetics, access, noise, light or other nuisances to more appropriate places instead of the highly visible locations along major corridors.*

## II. PLANNING ANALYSIS

Staff has performed an analysis of the Special Use application for conformance with all relevant standards in the Zoning Ordinance. No physical changes are proposed to the exterior of the building or to the site. As such, the two review items to be considered are the Special Use itself and whether there is adequate parking provided on site to accommodate the proposed use.

### A. SPECIAL USE

The property is zoned B- Local Business District. Depending the outcome of the General Amendment Application, a Cultural Facility is a permitted Special Use in the BL district, meaning that the use may be acceptable if established in an appropriate manner and location with the zoning district.

The Zoning Ordinance defines “Cultural Facility” as follows:

*Facilities open to the public including, but not limited to, museums, cultural centers, and aquariums. Cultural Facility does not include Library, Place of Worship or Lodge or Private Club, as defined herein.*

The applicant has provided Findings of Fact to support the Special Use request.

**B. PARKING**

The parking requirement based on the square footage of the building is 15 spaces. The property has its own private parking. The provided spaces in the lot exceeds the required number of parking spaces.

The table below compares the parking requirement with the proposed use:

	<b>Requirement</b>	<b>Proposed Use</b>
<b>Parking Requirement</b>	3 per 1,00sf of gross floor area	15 spaces

**III. DEPARTMENTAL REVIEWS**

City Staff has reviewed the site and building plans and have no comments.

**IV. OPTIONS FOR PLAN COMMISSION ACTION**

**1. Public Hearing – Close or Continue**

If the Plan Commission feels they have adequate information the public hearing may be closed. The public hearing may be continued if additional information is deemed necessary to provide a recommendation.

***If Public Hearing is closed-***

**2. Make a Recommendation to Planning & Development Committee**

There are 6 Findings of Fact for Special Use Applications. The applicant has provided responses to the Findings as part of the application materials. All Findings must be made in the affirmative to recommend approval. The Findings are as follows:

1. Public Convenience: The Special Use will serve the public convenience at the proposed location.
2. Sufficient Infrastructure: That adequate utilities, access roads, drainage and/or necessary utilities have been, or are being, provided.
3. Effect on Nearby Property: That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted, nor substantially diminish or impair property values within the neighborhood.
4. Effect on Development of Surrounding Property: That the establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

5. Effect on General Welfare: That the establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort or general welfare.
6. Conformance with Codes: That the proposed Special Use conforms to all applicable provisions of the St. Charles Municipal Code and meets or exceeds all applicable provisions of this Title, except as may be varied to a Special Use for Planned Unit Development.
  - a. **Recommend approval of the application for Special Use.**
    - i. Plan Commission may add additional conditions if deemed necessary by the Plan Commission to meet the Special Use findings.

**OR**

- b. **Recommend denial of the application for Special Use.**
  - i. Plan Commission must substantiate how the Special Use findings are not being met in order to recommend denial.

**V. ATTACHMENTS**

- Application for Special Use; received 1/22/24
- Plans



2

### SPECIAL USE APPLICATION

(To request a Special Use or Amendment, or a Special Use for PUD or Amendment)

<b>For City Use</b>	
Project Name:	<u>1317 E. Main St.</u>
Project Number:	<u>2024 -PR- 001</u>
Cityview Project Number:	<u>PLS4202400001</u>

Received Date  
**RECEIVED**  
 JAN 22 2024  
 City of St. Charles  
 Community Development

- File this application to request a Special Use for a property, or to request to amend an existing Special Use Ordinance for a property
- Complete the application and submit with all required attachments to the Community Development Division.
- The information you provide must be complete and accurate. If you have a question please contact the Community Development Division.
- City staff will review the submittal for completeness and for compliance with applicable requirements prior to establishing a public hearing date.

<b>1. Property Information:</b>	Location: <u>1317 E MAIN ST SAINT CHARLES, IL 60174</u>	
	Parcel Number (s): <u>09-26-302-002-0000</u>	
	Proposed Name: <u>SAINT CHARLES MOTORCYCLE MUSEUM &amp; ART GALLERY</u>	
<b>2. Applicant Information:</b>	Name: <u>ANDRZEJ KOCZWARA</u>	Phone: <u>847-630-2587</u>
	Address: <u>3006 KING RICHARD CIR SAINT CHARLES, IL 60174</u>	Email: <u>andry@americanhlj.com</u>
<b>3. Record Owner Information:</b>	Name: <u>MCGRATH AUTOMOTIVE GROUP by</u>	Phone: <u>630-721-9500</u>
	Address: <u>GARY MCGRATH</u>  151 Fieldgate, LLC, 2020 N. Randall Rd., Elgin, IL 60123	Email: <u>gmcgrath@gmail.com</u>

4. Identify the Type of Application:

**Special Use for Planned Unit Development - PUD Name:**

- New PUD
- Amendment to existing PUD- Ordinance #:
- PUD Preliminary Plan filed concurrently

**Other Special Use (from list in the Zoning Ordinance):**

- Newly established Special Use
- Amendment to an existing Special Use Ordinance #:

5. Information Regarding Special Use:

Comprehensive Plan designation of the property: ~~Select~~ *Neighborhood Commercial*

Is the property a designated Landmark or in a Historic District? Select *N/A*

What is the property's current zoning? ~~Select~~ *BL*

What is the property currently used for? *VACANT*

If the proposed Special Use is approved, what improvements or construction are planned?

*General remodeling.*

6. For Special Use Amendments only: *N/A*

Why is the proposed change necessary?

What are the proposed amendments? (Attach proposed language if necessary)

**Note for existing buildings:** If your project involves using an existing building, whether you plan to alter it or not, please contact the St. Charles Fire Department (630-377-4458) and the Building and Code Enforcement Division (630-377-4406) for information on building, life safety and other code requirements. Depending on the proposed use, size of structure and type of construction, these requirements can result in substantial costs.

**7. Required Attachments:**

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

**Provide 1 copy of each required item, unless otherwise noted.**

**APPLICATION FEE:** Special Use for PUD: \$1,000  
All other Special Use requests: \$750 ✓

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

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

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

**PROOF OF OWNERSHIP:** a) A current title policy report; or  
b) A deed and a current title search

*NOTE: Private covenants and deed restrictions can limit private property rights with respect to the use of land even though the City's Zoning Ordinance may authorize the use or a less restrictive use. We strongly advise that you perform a title search on the property to determine if there any private covenants containing use restrictions or other deed restrictions. As those private covenants and deed restrictions may conflict with the City's Zoning Ordinance, it is further recommended that you consult with an attorney to obtain an opinion with respect to whether your intended use is compatible with those restrictions.*

**OWNERSHIP DISCLOSURE:** Use the appropriate disclosure form (attached), if the owner or applicant is a Partnership, Corporation, Trust, or LLC.

**LETTER OF AUTHORIZATION:** If the property owner is not the applicant, an original letter of authorization from the property owner permitting the applicant to file the zoning application with the City of St. Charles for the subject property. ✨

**LEGAL DESCRIPTION:** For entire subject property, on 8 1/2 x 11 inch paper and Microsoft Word file.

**PLAT OF SURVEY:** A current plat of survey for the subject property showing all existing improvements on the property, prepared by a registered Illinois Professional Land Surveyor.

**FINDINGS OF FACT:** Fill out the attached "Criteria for Planned Unit Developments (PUDs)" form for any PUD application and the "Findings of Fact – Special Use" form for all other Special Use applications.

**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. Property ownership information may be obtained using Kane County's interactive GIS mapping tool: [http://gistech.countyofkane.org/gisims/kanemap/kanegis4\\_AGOx.html](http://gistech.countyofkane.org/gisims/kanemap/kanegis4_AGOx.html)

**SOIL AND WATER CONSERVATION DISTRICT LAND USE OPINION APPLICATION:** <sup>N/A</sup> As required by State law, submit a Land Use Opinion application and required fee directly to the Kane-DuPage Soil and Water Conservation District. Provide a copy of completed Land Use Opinion application to the City. The Land Use Opinion application can be found on the Kane-DuPage SWCD website: <http://www.kanedupageswcd.org/>



**ENDANGERED SPECIES REPORT:** As required by State law, file an Endangered Species Consultation Agency Action with the Illinois Department of Natural Resources. Provide a copy of the report to the City. The online Ecological Compliance Assessment Tool (EcoCAT) should be utilized: <https://dnr2.illinois.gov/EcoPublic/>

**TRAFFIC STUDY:** <sup>N/A</sup> If applicable. Staff will advise you whether a traffic study is recommended based on the project. Regardless, the Plan Commission or City Council may request a traffic study as a part of the review process.

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

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

**Site Plan or plans shall show the following information:**

1. Accurate boundary lines with dimensions
2. Streets on and adjacent to the tract: Name and right-of-way width
3. Location, size, shape, height, and use of existing and proposed structures
4. Location and description of streets, sidewalks, and fences
5. Surrounding land uses
6. Date, north point, and scale
7. Ground elevation contour lines
8. Building/use setback lines
9. Location of any significant natural features
10. Location of any 100-year recurrence interval floodplain and floodway boundaries
11. Location and classification of wetland areas as delineated in the National Wetlands Inventory
12. Existing zoning classification of property
13. Existing and proposed land use
14. Area of property in square feet and acres
15. Proposed off-street parking and loading areas
16. Number of parking spaces provided, and number required by ordinance
17. Angle of parking spaces
18. Parking space dimensions and aisle widths
19. Driveway radii at the street curb line
20. Width of driveways at sidewalk and street curb line
21. Provision of handicapped parking spaces
22. Dimensions of handicapped parking spaces
23. Depressed ramps available to handicapped parking spaces
24. Location, dimensions and elevations of freestanding signs
25. Location and elevations of trash enclosures
26. Provision for required screening, if applicable
27. Exterior lighting plans showing:
  - a. Location, height, intensity and fixture type of all proposed exterior lighting
  - b. Photometric information pertaining to locations of proposed lighting fixtures


**(Note- For a Special Use for PUD, submit PUD Preliminary Plan Application In lieu of Site Plan)**

**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.**

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

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

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

  
\_\_\_\_\_  
Owner  
01/19/24  
\_\_\_\_\_  
Date:

City of St. Charles  
By: \_\_\_\_\_  
City Administrator

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

Petitioner and the City agree that the Owner shall not be responsible for any fees or reimbursements, and that Petitioner shall be solely responsible for same.

# FINDINGS OF FACT – SPECIAL USE

**\*Use this form for all Special Uses, except for PUDs or PUD Amendments\***

*The St. Charles Zoning Ordinance requires the Plan Commission to consider the factors listed below in making a recommendation to the City Council. As the applicant, the "burden of proof" is on you to show how your proposed Special Use will comply with each of the applicable standards. Therefore, you need to "make your case" by explaining specifically how your project meets each of the following standards.*

**Project Name or Address:** SAINTCHARLES MOTORCYCLE MUSEUM  
and ART GALLERY

**From the St. Charles Zoning Ordinance, Section 17.04.430.C.2:**

No Special Use or amendment to Special Use shall be recommended by the Plan Commission unless it finds that the proposed Special Use or amendment to Special Use will conform with each of these standards. The Plan Commission shall submit its written findings together with its recommendations to the City Council after the conclusion of the Public Hearing, and also may recommend such conditions as it may deem necessary to ensure conformance with these standards.

On the basis of the evidence presented at the public hearing, the Plan Commission shall record its reasons for recommending approval or denial of the petition (findings of fact) in accordance with the following standards:

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

MOTORCYCLE MUSEUM and ART GALLERY

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

EXISTING BUILDING

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

VERY LITTLE to NOW

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

NOW

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

NON

- F. **Conformance with Codes:** That the proposed Special Use conforms to all applicable provisions of the St. Charles Municipal Code and meets or exceeds all applicable provisions of this Title, except as may be varied pursuant to a Special Use for Planned Unit Development.

yes

Andy Koczvara  
3006 King Richard Cir  
St Charles, IL 60174  
andy@americanhwy.com

**CITY OF SAINT CHARLES  
2 E. MAIN ST  
SAINT CHARLES, IL 60174**

RE: Zoning Amendment Proposal for Motorcycle Museum in St. Charles, IL

Dear City of St. Charles Council Members,

I hope this letter finds you well. I am writing to express my strong support for a zoning amendment to permit the establishment of a motorcycle museum in our charming town of St. Charles, IL. I believe that such an addition would not only enrich our cultural landscape but also contribute positively to our local economy.

Motorcycling has a rich history and cultural significance that deserves to be celebrated and preserved. A motorcycle museum in St. Charles would be a unique and valuable asset, attracting enthusiasts, tourists, and locals alike. Here are several reasons why I believe the zoning regulations should be amended to allow the establishment of a motorcycle museum:

**1. Cultural Enrichment:**

A motorcycle museum would serve as an educational and cultural hub, showcasing the evolution of motorcycles, their impact on transportation, and the cultural phenomena surrounding them. It could host exhibitions, events, and educational programs for residents and visitors.

**2. Tourism and Economic Growth:**

Museums are known to attract tourists, and a motorcycle museum would be a draw for enthusiasts from across the region. This influx of visitors would positively impact local businesses, including restaurants, shops, and accommodations, leading to increased economic activity.

**3. Community Engagement:**

The museum could collaborate with local schools and community groups to offer educational programs, workshops, and events. This would foster community engagement and pride, as residents would have a unique resource to explore and enjoy.

**4. Preservation of History:**

St. Charles has a rich history, and motorcycles are an integral part of that narrative. Establishing a motorcycle museum would contribute to the preservation of this history, ensuring that future generations have access to and appreciation for the legacy of motorcycles in our town.

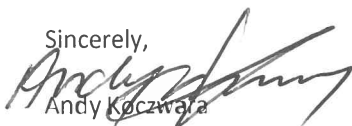
**5. Job Creation:**

The operation and maintenance of a motorcycle museum would require staffing, providing job opportunities for our local community. This would be a positive step towards supporting employment and economic sustainability.

In conclusion, I urge you to consider the benefits that a motorcycle museum could bring to St. Charles, both culturally and economically. I believe that a zoning amendment to allow such an establishment would align with our town's commitment to growth, community enrichment, and historical preservation.

Thank you for your time and consideration. I look forward to witnessing the positive impact that a motorcycle museum could have on our beloved town.

Sincerely,

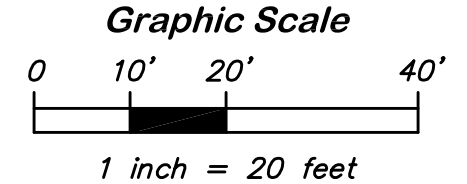
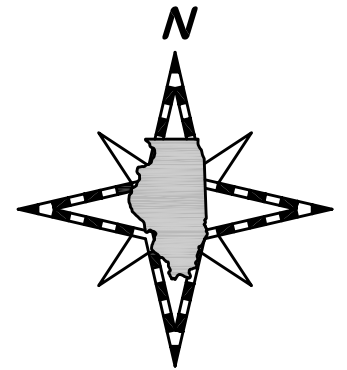


Andy Koczvara

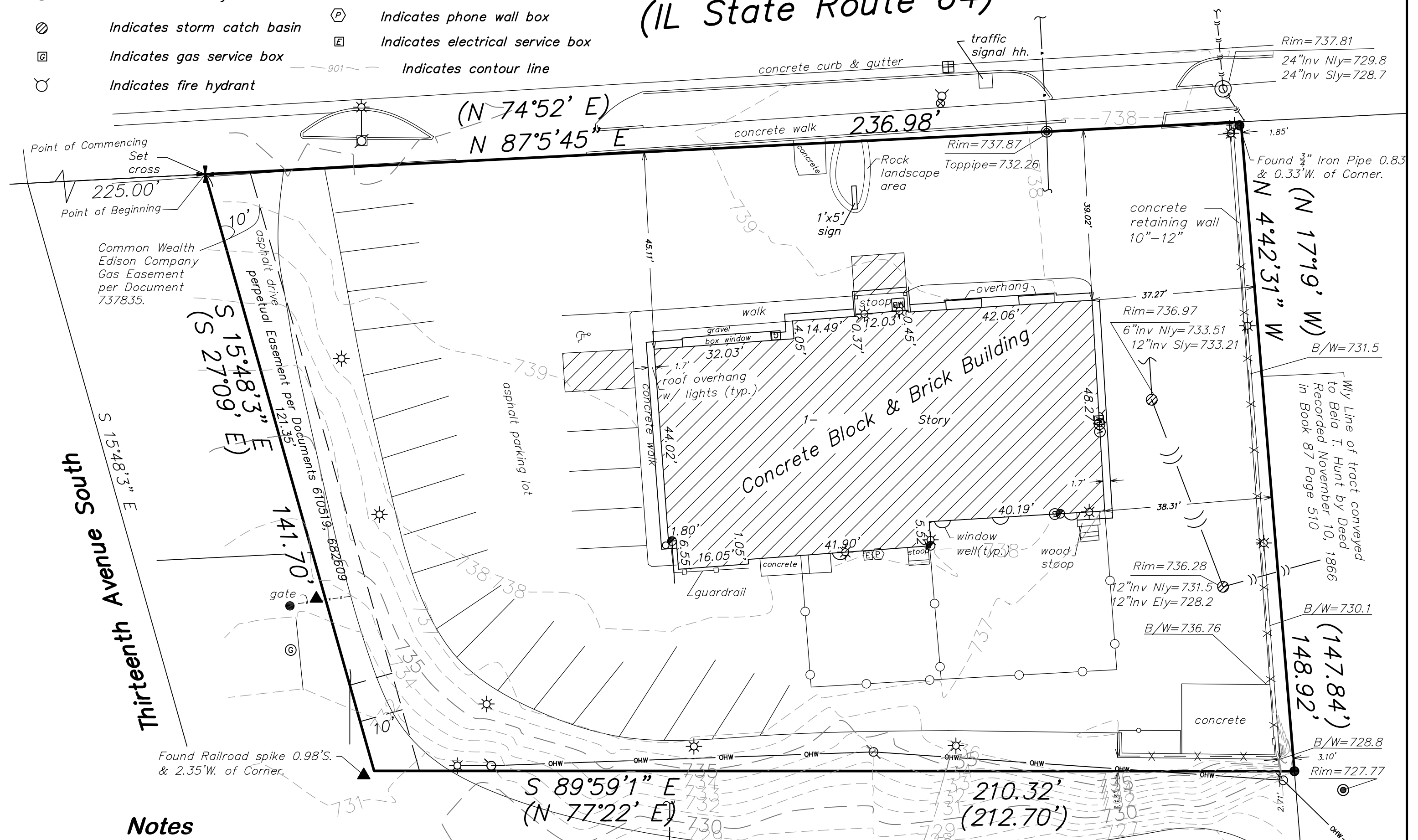
# ALTA/NSPS Land Title Survey

## Legend

- |                                      |                                     |                              |  |
|--------------------------------------|-------------------------------------|------------------------------|--|
| Indicates mag nail                   | Indicates water shut off valve      | 10" PVC                      | Indicates sanitary sewer line, pipe size, material and direction of flow |
| Indicates iron stake                 | Indicates light standard            | 18" RCP                      | Indicates storm sewer line, pipe size, material and direction of flow    |
| <b>Meas.</b> Indicates measured data | Indicates utility pole              | Indicates traffic signal box | Indicates light standard   |
| (60') Indicates record data          | Indicates b-box                     | Indicates light standard     |  |
| Indicates metal fence line           | Indicates handicapped parking space |                              |  |
| Indicates wood fence line            | Indicates storm inlet               |                              |  |
| Indicates overhead wire              | Indicates water valve vault         |                              |  |
| Indicates underground water line     | Indicates gas valve                 |                              |  |
| Indicates sanitary sewer manhole     | Indicates phone wall box            |                              |  |
| Indicates storm catch basin          | Indicates electrical service box    |                              |  |
| Indicates gas service box            | Indicates contour line              |                              |  |
| Indicates fire hydrant               |                                     |                              |  |



East Main Street  
(IL State Route 64)



## Notes

Bearings shown hereon are based upon Illinois State Plane, East Zone, NAD 83. Vertical Control based on St. Charles Vertical Control Network Station STC 06 Elevation = 770.03 ft. NAVD 88.

Descriptions, easements, and Servitudes indicated hereon, are based upon Chicago Title Insurance Company Order Number: 18014574GV having an effective date of August 29, 2018.

Parcel Identification reported as 09-26-302-002-0000 in Title Policy 18014574GV issued by Chicago Title Insurance Company, dated August 29 2018.

Common Address: 1317 E. Main Street, St. Charles, Illinois 60174

It appears the building is currently vacant.

At time of survey 22 conventional parking spaces and one handicapped space were marked with paint striping

The property described is located within No Special Flood Hazard "Zone X" (area of Minimal Flood Hazard) as identified by NFIP Flood Insurance Rate Map No. 17089C0266H with a map revision date of August 3, 2009.

Underground utilities structures and routings protracted hereon are based upon field observations and are believed to be correct, but not warranted.

The maximum relative positional precision of the survey does not exceed that which is specified therein.

All distances are given in feet and decimal parts thereof.

Parcel Contains 31,973 Square Feet. = 0.73 Acres.

Exterior footprint of the building at ground level is 5,032 Square feet.

**Property Description:** That part of the Southwest Quarter of Section 26, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of East Main Street and Thirteenth Avenue South, which lies 60 feet Northeastly from the Northeast corner of Block 12 of Sarah E. Perkins Addition to St. Charles, Illinois, (measured along the Southerly line of East Main Street); Thence North 74° 52' East along along the Southerly line of East Main Street, 225 feet for the Point of Beginning; Thence South 27° 9' East Parallel with the Easterly line of said Thirteenth Avenue South 141.7 feet; Thence North 77° 22' East 212.7 feet to the Westerly line of a Tract of Land conveyed to Bela T. Hunt by deed dated March 14, 1849 and recorded November 10, 1866 in Book 87, Page 510; Thence North 17° 19' West along said Westerly line and said Westerly line Extended 147.84 feet to the Southerly line of East Main Street as Established by the Illinois State Highway Department; Thence South 74° 52' West along said Southerly line of East Main Street to the Point of Beginning, in the City of St. Charles, Kane County, Illinois.

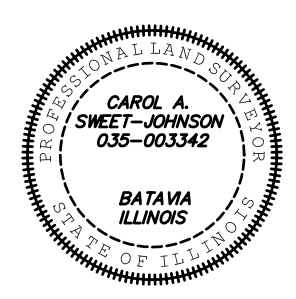
**Certification to:** Chicago Title Company  
Dolores J. Morrison, Trustee  
Gary McGrath

This is to certify that this map or plat and survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 7(a), 7(b), 8, and 9 of Table A thereof. The field work was completed on October 5, 2018.

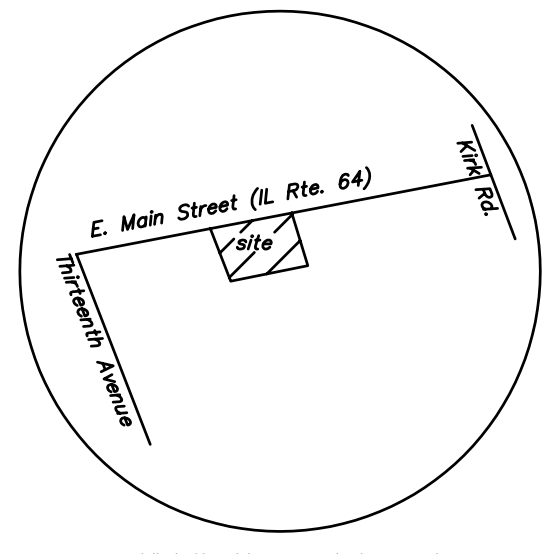
Date of plat or map: October 23, 2018.

*Carol A. Sweet-Johnson*

Carol A. Sweet-Johnson  
Illinois Professional Land Surveyor No. 3342  
License Expiration Date: November 30, 2018  
Illinois Professional Design Firm No. 184-006014



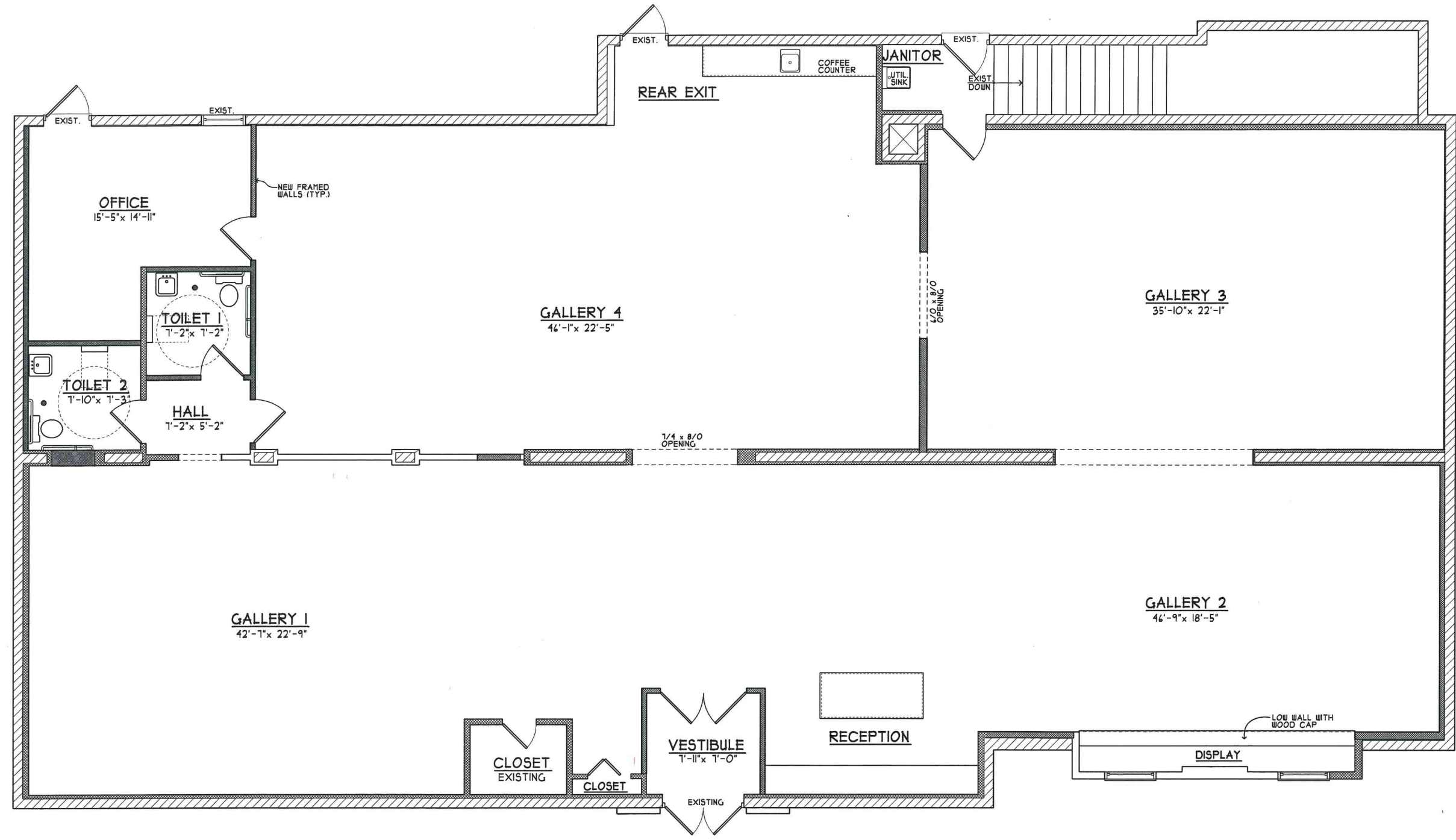
Prepared by:  
Johnson - Western Surveying, dba  
ASM Consultants, Inc.  
A Measure Above the Rest  
1 Chain = 66 Feet  
16 E. Wilson Street, Suite 1  
Batavia, IL 60510  
(630) 845-3166  
Copyright © 2018, Johnson-Western Surveying



Vicinity Map: not to scale

Ordered by & Prepared for:  
Dolores Morrison

Field Bk/Page No: electronic	S-T-R:
File Name: 674064_ALTA	Drawn by: C S-J
Directory: Projects/2018-028	Job No.: 674064



**FLOOR PLAN**  
SCALE: 1/8" = 1'-0"  
NORTH

BUILDING CRITERIA	
BUILDING FOOTPRINT:	±5,053 S.F.
FIRST FLOOR AREA:	±4,872 S.F.
FIRST FLOOR NET AREA:	±4,690 S.F.
FIRST FLOOR NET GALLERY AREA:	±4,090 S.F.
NOT INCLUDING: OFFICE, TOILET ROOMS, JANITOR, HALL, AND CLOSETS	

FEB. 1, 2024 - DESIGN DEVELOPMENT


PROPOSED RENOVATION AT:  
**1317 EAST MAIN**  
 ST. CHARLES, ILLINOIS 60114  
 ANDY KOCZWARA

PLOTTED: 2/1/2024

Revisions:

Commission:	2984
Issue Date:	
Drawn By:	CDZ
FIRST FLOOR	

Sheet:	
of: .	

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 4c
	Title:	<b>Recommendation to approve an Application for Special Use for a Place of Worship for 3809 Illinois Avenue, Promise Church (Rino Miulli)</b>	
	Presenter:	<b>Rachel Hitzemann</b>	
<b>Meeting:</b> Planning & Development Committee		<b>Date:</b> March 11, 2024	
<b>Proposed Cost:</b> \$		<b>Budgeted Amount:</b> \$	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>Rino Miulli, pastor of Promise Church, has submitted an application requesting approval of a Special Use to establish a Place of Worship at 3809 Illinois Ave.</p> <p>Services will be held on Sundays from 8a.m. to 1 p.m. The church anticipates a total of 75 parishioners. A shared parking analysis of the business park determined there will be adequate parking available for the church during this time.</p> <p>No changes to the exterior of the building or site are proposed.</p> <p>Special Use approval is required to establish a Place of Worship in the M-2 Limited Manufacturing zoning district.</p> <p><b>Plan Commission review</b> The Plan Commission held a public hearing regarding the Special Use on 3/5/24 and unanimously recommended approval.</p>			
<b>Attachments</b> (please list): Plan Commission Resolution, Staff Report, Application and attachments			
<b>Recommendation/Suggested Action</b> (briefly explain): Recommendation to approve an Application for Special Use for a Place of Worship for 3809 Illinois Avenue, Promise Church (Rino Miulli)			



**City of St. Charles, Illinois**  
**Plan Commission Resolution No. 4-2024**

**A Resolution Recommending Approval of an Application for Special Use for  
a Place of Worship for 3809 Illinois Avenue, Promise Church (Rino Miulli)**

**Passed by Plan Commission on March 5, 2024**

WHEREAS, it is the responsibility of the St. Charles Plan Commission to hold public hearings and review requests for Special Use; and,

WHEREAS, the Plan Commission held a public hearing and reviewed the application for a Special Use to establish a place of worship in an existing building, 3809 Illinois Avenue, Promise Church (Rino Miulli); and,

WHEREAS, the Plan Commission adopts the following Findings of Fact for Special Use provided by the Applicant, in accordance Section 17.04.330.C of the Zoning Ordinance:

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

Common area of 3809 Illinois includes separate men's and women's bathrooms and a break room accessible from Suite 300.

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

At time of original construction of 3809 Illinois Ave. all utilities, access roads, drainage and/or necessary utilities were provided and approved by the City of St. Charles.

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

The special use for Promise Church will not alter the exterior of the building or the landscaping; and will not impede neighboring properties regarding their orderly development and improvement of their properties. Nor, should the use impact the neighboring industrial/commercial property values. The lessor is providing Promise Church with adequate parking on the property and noise will be consistent with typical office use for neighboring businesses.

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

The requested Special Use will not impact orderly development and improvement of surrounding properties. There are no planned changes to the building property or landscaping other than the addition of signage facing Illinois Ave.

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

Promise Church's use of 3809 Illinois is expected to lightly increase traffic on Sunday mornings between 8 am and 1 pm. Illinois Ave. has only light traffic passing by the property during these hours. We do not anticipate any nearby intersections to be impacted. We do not anticipate creating noise pollution, using any kind of hazardous material or participating in any illegal activities. Our intention is to be a great neighbour and a positive asset to St. Charles.

**F. Conformance with Codes: That the proposed Special Use conforms to all applicable provisions of the St. Charles Municipal Code and meets or exceeds all applicable provisions of this Title, except as may be varied pursuant to a Special Use for Planned Unit Development.**

The Special Use for Promise Church will conform to all Municipal Codes and will meet or exceed all the provisions of the Special Use. Our use of suite 300 in 3809 Illinois will be primarily as a typical office user. The location is surrounded by businesses operating 9 am to 5 pm, most days, who we expect will not perceive any impact to their operations.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to City Council approval of a Special Use to establish a place of worship in an existing building, 3809 Illinois Avenue, Promise Church (Rino Miulli) subject to resolution of all staff comments.

Roll call vote:

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

Nays: None

Absent: Gruber

Motion carried 8-0

PASSED, this 5<sup>th</sup> day of March 2024.

---

Chairman  
St. Charles Plan Commission



Staff Report  
Plan Commission Meeting – March 5, 2024

<b>Applicant:</b>	Rino Miulli
<b>Property Owner:</b>	Professional Properties Partnership
<b>Location:</b>	3809 Illinois Ave.
<b>Purpose:</b>	Place of Worship in existing building
<b>Applications:</b>	Special Use for Place of Worship
<b>Public Hearing:</b>	Yes, required
<b>Zoning:</b>	M2-Limited Manufacturing
<b>Current Land Use:</b>	Office Building
<b>Comprehensive Plan:</b>	Industrial/ Business Park

**Promise Church- 3809 Illinois Ave.**



**Summary of Proposal:** Proposal is to reuse the existing building unit for a Place of Worship. The plans include:

- Remodeling the inside of the building to provide for a main place of worship and other small complementary rooms.
- No exterior or site changes are being proposed.

**Info / Procedure on Application:**

**Special Use:**

- Per Sec. 17.04.330, the purpose of a Special Use is as follows: “Special Uses listed within the various zoning districts include those uses that may be acceptable if established in an appropriate manner and location within a zoning district, but may not be acceptable if established in a different manner or location. Special Uses may include, but are not limited to, public and quasi-public uses affected with the public interest, and uses that may have a unique, special or unusual impact upon the use or enjoyment of neighboring property.”
- Public hearing is required, with a mailed notice to surrounding property owners.
- 6 findings of fact – ALL findings must be in the affirmative to recommend approval.

**Suggested Action:** Conduct the public hearing on the Special Use.

The Plan Commission may vote on the item should the Commission feel that they have enough information to make a recommendation.

**Staff Contact:** Rachel Hitzemann, Planner

**I. PROPERTY INFORMATION**

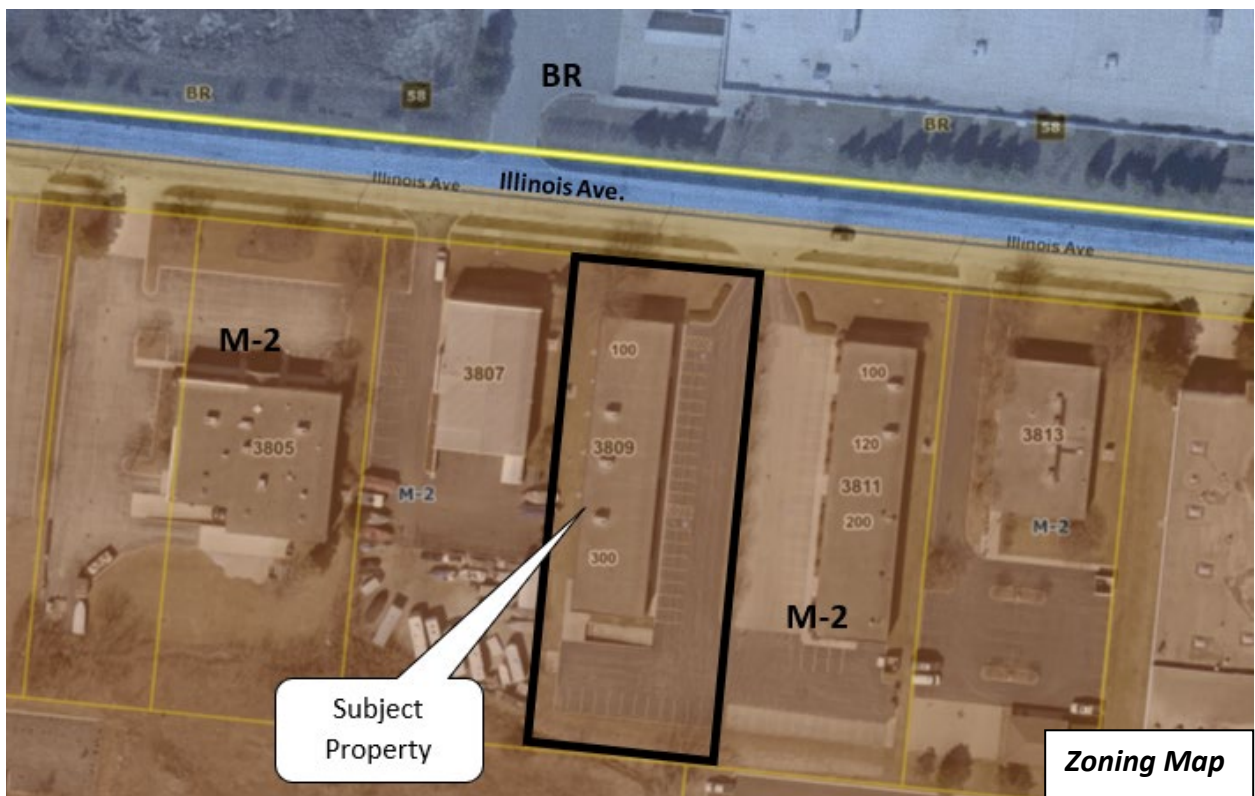
**A. History / Context**

The subject property is located at 3809 Illinois Ave. The .98-acre site contains a 9,857-sf single-story building constructed in 1996. The building is divided into three units. Two units house general offices.

**B. Zoning**

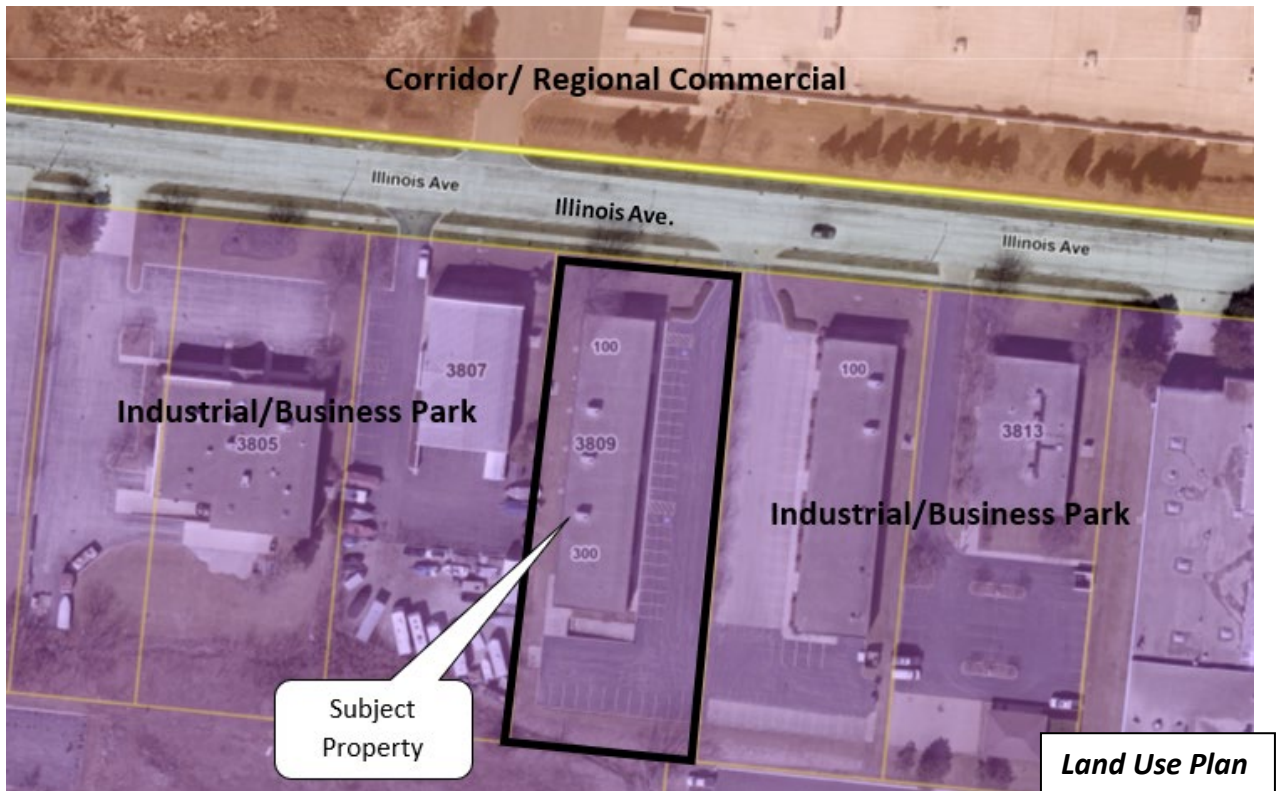
The subject property is zoned M2 Limited Manufacturing District. The same zoning designation exists to the east, west and south with BR Regional Business to the north.

	Zoning	Land Use
<b>Subject Property</b>	M-2 Limited Manufacturing	Offices
<b>North</b>	BR Regional Business	Retail
<b>East</b>	M-2 Limited Manufacturing	Office/ Warehouse
<b>South</b>	M-2 Limited Manufacturing	Office/ Warehouse
<b>West</b>	M-2 Limited Manufacturing	Office/ Warehouse



**C. Comprehensive Plan**

The subject property is designated Industrial/Business Park in the Land Use Plan adopted as part of the 2013 Comprehensive Plan. Adjacent properties have the same designation, except for properties to the north which are classified as Corridor/ Regional Commercial.



The Industrial/Business Park land use category is described as follows:

*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.*

**II. PLANNING ANALYSIS**

Staff has performed an analysis of the Special Use application for conformance with all relevant standards in the Zoning Ordinance. No physical changes are proposed to the exterior of the building or to the site. As such, the two review items to be considered are the Special Use itself and whether there is adequate parking provided on site to accommodate the proposed use.

**A. SPECIAL USE**

The property is zoned M-2 Limited Manufacturing. A Place of Worship is a Special Use in the M-2 district, meaning that the use may be acceptable if established in an appropriate manner and location with the zoning district.

The Zoning Ordinance defines “Place of Worship” as follows:

*A church, temple, synagogue, mosque or other religious place of assembly, which may or may not include schools and/or meeting facilities and accessory uses such as a parish house, recreational facilities and other non-profit operations that serve members of the religious organization.*

The applicant has provided Findings of Fact to support the Special Use request.

**B. PARKING**

Parking for building is shared among the various businesses. Based on the current tenant mix, a total of 47 parking spaces are required to meet the Zoning Ordinance requirement. Only 34 spaces are provided on-site. If all three units were used for office, only 30 parking spaces would be required.

The parking requirement for a Place of Worship is based on the maximum capacity of the worship space. The table below compares the parking requirement with the proposed use:

	<b>Requirement</b>	<b>Proposed Use</b>
<b>Parking Requirement</b>	1 per 3 seats based on the maximum capacity in the main place of worship	Based on Occupancy of 85 people: 28 parking spaces required

The applicant has provided a floor plan indicating the layout of the space which includes a sanctuary. The applicant has stated they expect about 75 people, but about 25 families to attend any one service. Chairs will be set up to accommodate the number of attendees.

While there are not 28 parking spaces available to be dedicated solely to the church, the Zoning Ordinance allows shared parking to be approved under certain conditions, per Section 17.24.050 “Shared Parking”, as follows:

*“The same off-street parking spaces may be shared between two or more separate use on the same lot, but only to the extent that the demand for such spaces by the separate uses will not occur at the same hours during the same days of the week.”*

The applicant has indicated that church services will be held on Sundays between the hours of 8:00 a.m. and 1:00 p.m. The applicant has stated that the other two units in the building are office uses whose hours are 9am to 5pm Monday through Friday. During the week, the church will have limited office staff present during the day when the parking demand is highest for the building. Week nights they will host classes or seminars, but they will start after the peak office hour times.

**III. DEPARTMENTAL REVIEWS**

City Staff has reviewed the site and building plans and have no comments pertaining to the special use.

#### IV. OPTIONS FOR PLAN COMMISSION ACTION

##### 1. Public Hearing – Close or Continue

If the Plan Commission feels they have adequate information the public hearing may be closed. The public hearing may be continued if additional information is deemed necessary to provide a recommendation.

*If Public Hearing is closed-*

##### 2. Make a Recommendation to Planning & Development Committee

There are 6 Findings of Fact for Special Use Applications. The applicant has provided responses to the Findings as part of the application materials. All Findings must be made in the affirmative to recommend approval. The Findings are as follows:

1. Public Convenience: The Special Use will serve the public convenience at the proposed location.
  2. Sufficient Infrastructure: That adequate utilities, access roads, drainage and/or necessary utilities have been, or are being, provided.
  3. Effect on Nearby Property: That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted, nor substantially diminish or impair property values within the neighborhood.
  4. Effect on Development of Surrounding Property: That the establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
  5. Effect on General Welfare: That the establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort or general welfare.
  6. Conformance with Codes: That the proposed Special Use conforms to all applicable provisions of the St. Charles Municipal Code and meets or exceeds all applicable provisions of this Title, except as may be varied to a Special Use for Planned Unit Development.
- a. **Recommend approval of the application for Special Use.**
    - i. Plan Commission may add additional conditions if deemed necessary by the Plan Commission to meet the Special Use findings.

OR

- b. **Recommend denial of the application for Special Use.**
  - i. Plan Commission must substantiate how the Special Use findings are not being met in order to recommend denial.

#### V. ATTACHMENTS

- Application for Special Use; received 2/1/24
- Plans



## SPECIAL USE APPLICATION

(To request a Special Use or Amendment, or a Special Use for PUD or Amendment)

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

<i>Received Date</i>
----------------------

- *File this application to request a Special Use for a property, or to request to amend an existing Special Use Ordinance for a property*
- *Complete the application and submit with all required attachments to the Community Development Division.*
- *The information you provide must be complete and accurate. If you have a question please contact the Community Development Division.*
- *City staff will review the submittal for completeness and for compliance with applicable requirements prior to establishing a public hearing date.*

<b>1. Property Information:</b>	Location: 3809 Illinois Ave.Suite 300, St. Charles, IL. 60174	
	Parcel Number (s): 09-25-477-001	
	Proposed Name:	
<b>2. Applicant Information:</b>	Name: Promise Church - Contact Person: Rino Miulli	Phone: 630-918-4286 mobile
	Address 1258 Bison Trail Carol Stream, IL 60185	Email: rino@hispromisechurch.org
<b>3. Record Owner Information:</b>	Name: Professional Properties Partnership	Phone: 630-513-9790
	Address: 3811 Illinois Avenue, St Charles, IL 60174	Email: Josh.Johnson@tpri.com



**4. Identify the Type of Application:**

**Special Use for Planned Unit Development - PUD Name:**

- New PUD
- Amendment to existing PUD- Ordinance #:
- PUD Preliminary Plan filed concurrently

**Other Special Use (from list in the Zoning Ordinance):**

- Newly established Special Use
- Amendment to an existing Special Use Ordinance #:

**5. Information Regarding Special Use:**

Comprehensive Plan designation of the property: Industrial/Business Park

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

What is the property's current zoning? M-2 Limited Manufacturing District

What is the property currently used for? Offices

If the proposed Special Use is approved, what improvements or construction are planned?

None.

**6. For Special Use Amendments only:**

Why is the proposed change necessary?

What are the proposed amendments? (Attach proposed language if necessary)

**Note for existing buildings:** If your project involves using an existing building, whether you plan to alter it or not, please contact the St. Charles Fire Department (630-377-4458) and the Building and Code Enforcement Division (630-377-4406) for information on building, life safety and other code requirements. Depending on the proposed use, size of structure and type of construction, these requirements can result in substantial costs.

**7. Required Attachments:**

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

**Provide 1 copy of each required item, unless otherwise noted.**

- APPLICATION FEE:** Special Use for PUD: \$1,000  
All other Special Use requests: \$750

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

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

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

- PROOF OF OWNERSHIP:** a) A current title policy report; or  
b) A deed and a current title search

*NOTE: Private covenants and deed restrictions can limit private property rights with respect to the use of land even though the City's Zoning Ordinance may authorize the use or a less restrictive use. We strongly advise that you perform a title search on the property to determine if there any private covenants containing use restrictions or other deed restrictions. As those private covenants and deed restrictions may conflict with the City's Zoning Ordinance, it is further recommended that you consult with an attorney to obtain an opinion with respect to whether your intended use is compatible with those restrictions.*

- OWNERSHIP DISCLOSURE:** Use the appropriate disclosure form (attached), if the owner or applicant is a Partnership, Corporation, Trust, or LLC.

- LETTER OF AUTHORIZATION:** If the property owner is not the applicant, an original letter of authorization from the property owner permitting the applicant to file the zoning application with the City of St. Charles for the subject property.

- LEGAL DESCRIPTION:** For entire subject property, on 8 1/2 x 11 inch paper and Microsoft Word file.

- PLAT OF SURVEY:** A current plat of survey for the subject property showing all existing improvements on the property, prepared by a registered Illinois Professional Land Surveyor.

- FINDINGS OF FACT:** Fill out the attached "Criteria for Planned Unit Developments (PUDs)" form for any PUD application and the "Findings of Fact – Special Use" form for all other Special Use applications.

- 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. Property ownership information may be obtained using Kane County's interactive GIS mapping tool: [http://gistech.countyofkane.org/gisims/kanemap/kanegis4\\_AGOx.html](http://gistech.countyofkane.org/gisims/kanemap/kanegis4_AGOx.html)

- SOIL AND WATER CONSERVATION DISTRICT LAND USE OPINION APPLICATION:** As required by State law, submit a Land Use Opinion application and required fee directly to the Kane-DuPage Soil and Water Conservation District. Provide a copy of completed Land Use Opinion application to the City. The Land Use Opinion application can be found on the Kane-DuPage SWCD website: <http://www.kanedupageswcd.org/>

**ENDANGERED SPECIES REPORT:** As required by State law, file an Endangered Species Consultation Agency Action with the Illinois Department of Natural Resources. Provide a copy of the report to the City. The online Ecological Compliance Assessment Tool (EcoCAT) should be utilized: <https://dnr2.illinois.gov/EcoPublic/>

**TRAFFIC STUDY:** If applicable. Staff will advise you whether a traffic study is recommended based on the project. Regardless, the Plan Commission or City Council may request a traffic study as a part of the review process.

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

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

**Site Plan or plans shall show the following information:**

1. Accurate boundary lines with dimensions
2. Streets on and adjacent to the tract: Name and right-of-way width
3. Location, size, shape, height, and use of existing and proposed structures
4. Location and description of streets, sidewalks, and fences
5. Surrounding land uses
6. Date, north point, and scale
7. Ground elevation contour lines
8. Building/use setback lines
9. Location of any significant natural features
10. Location of any 100-year recurrence interval floodplain and floodway boundaries
11. Location and classification of wetland areas as delineated in the National Wetlands Inventory
12. Existing zoning classification of property
13. Existing and proposed land use
14. Area of property in square feet and acres
15. Proposed off-street parking and loading areas
16. Number of parking spaces provided, and number required by ordinance
17. Angle of parking spaces
18. Parking space dimensions and aisle widths
19. Driveway radii at the street curb line
20. Width of driveways at sidewalk and street curb line
21. Provision of handicapped parking spaces
22. Dimensions of handicapped parking spaces
23. Depressed ramps available to handicapped parking spaces
24. Location, dimensions and elevations of freestanding signs
25. Location and elevations of trash enclosures
26. Provision for required screening, if applicable
27. Exterior lighting plans showing:
  - a. Location, height, intensity and fixture type of all proposed exterior lighting
  - b. Photometric information pertaining to locations of proposed lighting fixtures

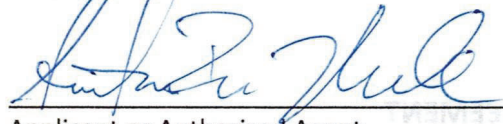
**(Note- For a Special Use for PUD, submit PUD Preliminary Plan Application In lieu of Site Plan)**

**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.**

 2/1/24

Record Owner

Date



2-7-24

Applicant or Authorized Agent

Date

I. Owner: \_\_\_\_\_  
 Owner of Property: Professional Partnership  
 Owner's Address: 1911 Illinois Ave. St. Charles, IL 60174  
 Owner's Phone Number: 630-513-8790-630-377-8835  
 If Owner is a Land Trust, the names and addresses of the beneficiaries of the Trust:  
 James Johnson, 3017 Turnberry Rd. St. Charles, IL 60174 Joshua Johnson, 1530 Perimeter Dr. St. Charles, IL 60174

II. Person Making Request (Petitioner/Applicant): \_\_\_\_\_  
 Name of Petitioner/Applicant: Friends Church, Rino Merrill, Pastor  
 Petitioner's/Applicant's Address: 1258 Bison Trail, Canal Stream, IL 60182  
 Petitioner's/Applicant's Phone Number: 630-618-4588

III. Location of Property: \_\_\_\_\_  
 General Location of Property: 3809 Illinois Ave. St. Charles, IL 60174  
 Acreage of Parcel: .09 acres  
 Parcelment Index Number: 09-25-177-001  
 Legal Description (attach as Exhibit A)

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

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

**OWNERSHIP DISCLOSURE FORM  
PARTNERSHIPS**

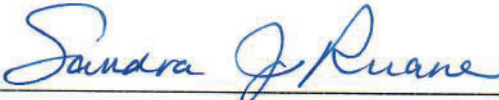
STATE OF ILLINOIS        )  
                                      ) SS.  
KANE COUNTY                )

I, Joshua Johnson, being first duly sworn on oath depose and say that I am a  
General Partner of Professional Properties Partnership, an Illinois  
(General) (Limited) Partnership and that the following persons are all of the partners thereof:

- |                         |                            |
|-------------------------|----------------------------|
| <u>James P. Johnson</u> | (General)(Limited) Partner |
| <u>Joshua Johnson</u>   | (General)(Limited) Partner |
| _____                   | (General)(Limited) Partner |
| _____                   | (General)(Limited) Partner |
| _____                   | (General)(Limited) Partner |
| _____                   | (General)(Limited) Partner |

By:  (General)(Limited) Partner

Subscribed and Sworn before me this 11<sup>th</sup> day of  
December, 2023.

  
Notary Public




**OWNERSHIP DISCLOSURE FORM  
LAND TRUST**

STATE OF ILLINOIS     )  
  ) SS.  
KANE COUNTY            )

I, Joshua Johnson, being first duly sworn on oath depose and say that I am  
Trust Officer of Professional Properties Partnership, and that the following  
persons are all of the beneficiaries of Land Trust No. HTSC 02500S:

- |                         |       |
|-------------------------|-------|
| <u>James P. Johnson</u> | _____ |
| <u>Joshua Johnson</u>   | _____ |
| _____                   | _____ |
| _____                   | _____ |
| _____                   | _____ |
| _____                   | _____ |

By:  \_\_\_\_\_, Trust Officer

Subscribed and Sworn before me this 11<sup>th</sup> day of  
December, 20 23.

  
\_\_\_\_\_  
Notary Public



## FINDINGS OF FACT – SPECIAL USE

**\*Use this form for all Special Uses, except for PUDs or PUD Amendments\***

*The St. Charles Zoning Ordinance requires the Plan Commission to consider the factors listed below in making a recommendation to the City Council. As the applicant, the “burden of proof” is on you to show how your proposed Special Use will comply with each of the applicable standards. Therefore, you need to “make your case” by explaining specifically how your project meets each of the following standards.*

**Project Name or Address:** Promise Church, Rino Miulli, Pastor

**From the St. Charles Zoning Ordinance, Section 17.04.430.C.2:**

No Special Use or amendment to Special Use shall be recommended by the Plan Commission unless it finds that the proposed Special Use or amendment to Special Use will conform with each of these standards. The Plan Commission shall submit its written findings together with its recommendations to the City Council after the conclusion of the Public Hearing, and also may recommend such conditions as it may deem necessary to ensure conformance with these standards.

On the basis of the evidence presented at the public hearing, the Plan Commission shall record its reasons for recommending approval or denial of the petition (findings of fact) in accordance with the following standards:

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

Common area of 3809 Illinois includes separate men's and women's bathrooms and a break room accessible from Suite 300

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

At time of original construction of 3809 Illinois Ave. all utilities, access roads, drainage and/or necessary utilities were provided and approved by the City of St.Charles.

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

The special use for Promise Church will not alter the exterior of the building or the landscaping; and will not impede neighboring properties regarding their orderly development and improvement of their properties. Nor, should the use impact the neighboring industrial/commercial property values. The lessor is providing Promise Church with adequate parking on the property and noise will be consistent with typical office use for neighboring businesses.

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

The requested Special Use will not impact orderly development and improvement of surrounding properties. There are no planned changes to the building property or landscaping other than the addition of signage facing Illinois Ave.

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

Promise Church's use of 3809 Illinois is expected to slightly increase traffic on Sunday mornings between 8 am and 1 pm. Illinois Ave has only light traffic passing by the property during these hours. We do not anticipate any nearby intersections to be impacted. We do not anticipate creating noise pollution, using any kind of hazardous material or participating in any illegal activities. Our intention is to be a great neighbor and a positive asset for St Charles.

See Exhibit B for uncompromised text

**F. Conformance with Codes: That the proposed Special Use conforms to all applicable provisions of the St. Charles Municipal Code and meets or exceeds all applicable provisions of this Title, except as may be varied pursuant to a Special Use for Planned Unit Development.**

The Special Use for Promise Church will conform to all Municipal Ordinance Codes and meet or exceed all the provisions of the Special Use. Our use of suite 300 in 3809 Illinois will be primarily as a typical office user. The location is surrounded by businesses operating 9am to 5 pm, most days, who we expect will not perceive any impact to their operations.

See Exhibit B for uncompromised text

See Exhibit B for uncompromised text





February 1, 2024

**Rachel Hitzemann**

City Planner – City of St. Charles Illinois  
2 E. Main Street,  
St. Charles, IL 60174-1984

Re: Promise Church Request for Special Use Application for 3809 Illinois Ave.

Dear Rachel,

We want to thank you for your time and advice that has been so helpful while we navigate the process to be able to use the existing offices.

Please find attached our fee payment and Special Use Application for modifying the M-2 Zoning for 3809 Illinois Ave.

As you know, Promise Church is leasing a unit of the subject property, the buildings of which have been in use for a couple of decades. Our intent is to use suite 300, as is, for both offices and as a worship space. The space will be lightly occupied during business hours throughout the work week, and more highly attended on Sunday mornings and some weekday evenings. There is ample parking for the Sunday and week night meetings based on our current experience at Haines Center in St. Charles. We expect Sunday attendance to average 75 persons comprised of 25 families.

The current owners have been extremely helpful and are fully knowledgeable of the content of the application and Promise Church's plans. We anticipate our use will be not unlike that of River City Church which is less than a mile away as the crow flies and which, not long ago, received a Special Use approval for the same M-2 zoned district.

Included with the application are the following Exhibits:

- A. Legal Description of the Property
- B. Findings of Fact Answers E and F to overcome form problems
- C. Image of Landscaping to Support Non-Residential Compliance Table


- D. Aerial Image of Parking to Support Non-Residential Compliance Table
- E. Plat of Survey
- F. Current Office Layout and Fixtures

A full-size plat of survey and full-size interior drawing are included, also, with this document.

Please let us know if you would like us to attend any meetings during your review. Please contact me or Hank Betts, 630-935-6133 ([hankbetts@comcast.net](mailto:hankbetts@comcast.net)) with any questions. We stand ready to supply any further information you may require.

Again, thank you for all your help.

Respectfully,



Rino Miulli,  
Pastor, Promise Church  
[rino@hispromisechurch.org](mailto:rino@hispromisechurch.org)  
630-918-4286

## NONRESIDENTIAL ZONING COMPLIANCE TABLE

Name of Development: *3809 Illinois Ave., St Charles  
Promise Church*

	Zoning District Requirement	Existing PUD Requirement (if applicable)	Proposed
	District: M-2 <input type="checkbox"/>	Ordinance #:	
Minimum Lot Area	None		43,105 SF
Minimum Lot Width	None		127.58'
Maximum Building Coverage	60%		23%
Maximum Gross Floor Area per Building	N/A		/
Maximum Building Height	60ft		1 STORY
Front Yard	40ft		40.84'
Interior Side Yard	20ft		20.00'
Exterior Side Yard	40ft		57.50'
Minimum Rear Yard	20ft		97.13
Landscape Buffer Yard <sup>2</sup>	100ft N/A		/
% Overall Landscaped Area	20 %	12,978 SF ± GRASS AREA	30% ±
Building Foundation Landscaping	50%	?	See Exhibit C 50%
Public Street Frontage Landscaping	75%	?	See Exhibit C 75%
Parking Lot Landscaping		1/2 OF LAND-SCAPE ISLAND	→ 1087 SF × 2 = 2174 SF
# of Parking Spaces			32 - REG. + 2 H.C. TOTAL ISLAND
Drive-through Stacking Spaces (if applicable)	N/A		/

<sup>2</sup> Within the zoning districts specified, a Landscape Buffer Yard shall be provided along any lot line that abuts or is across a street from property in any RE, RS, RT or RM District. See Chapter 17.26 for planting and screening requirements for Landscape Buffers. Landscape Buffer Yards may include or overlap with other required yards.

**Exhibit A**  
**to Promise Church and professional Properties Partnership Special Use**  
**Application**

**Legal Description**

**3809 Illinois Ave., St. Charles, IL 60174**

“LOT 1 of TRANSAM RESUBDIVISION, IN THE CITY OF ST. CHARLES, KANE COUNTY,  
ILLINOIS”

FILED FOR RECORD  
KANE COUNTY, ILL.

RECORDATION REQUESTED BY:

Harris Bank St. Charles  
One East Main Street  
St. Charles, IL 60174

2002K039745

2002 MAR 21 PM 3:45

*Sandy Wejman*  
RECORDER

WHEN RECORDED MAIL TO:

Harris Bank/BLST  
Attn: Collateral management  
P.O. Box 2880  
Chicago, IL 60690-2880

*pd 22-00*

FOR RECORDER'S USE ONLY

This Hazardous Substances Agreement prepared by:

Carmen Palacios, Documentation Specialist  
Harris Bank/BLST  
311 West Monroe Street, 14th floor  
Chicago, IL 60606

TRANSAM/

HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT

THIS HAZARDOUS SUBSTANCES AGREEMENT dated February 21, 2002, is made and executed among Professional Properties Partnership, 3811 Illinois Avenue, St. Charles, IL 60174 (sometimes referred to below as "Guarantor" and sometimes as "Indemnitor"); and Harris Bank St. Charles, One East Main Street, St. Charles, IL 60174 (referred to below as "Lender"). For good and valuable consideration and to induce Lender to make a Loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

**PROPERTY DESCRIPTION.** The word "Property" as used in this Agreement means the following Real Property located in Kane County, State of Illinois:

LOT 1 OF TRANSAM RESUBDIVISION, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3809 Illinois Avenue, St. Charles, IL 60174. The Real Property tax identification number is 09-25-477-001

**REPRESENTATIONS.** The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing:

**Use of Property.** After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release, or threatened release of any Hazardous Substance by any person on, under, or about the Property.

**Hazardous Substances.** After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that the Collateral, whenever and whether owned by previous Occupants, has ever contained asbestos, PCB or other Hazardous Substances, whether used in construction or stored on the Collateral.

**No Notices.** Indemnitor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county or state or the U.S. Government concerning any intentional or unintentional action or omission on, under, or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into

*(8)*

2002K039745

*22-00*

## **Exhibit B**

### **to Promise Church Special Use Application**

#### **Uncompromised Text for Findings of Fact Items E and F**

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

Promise Church's use of 3809 Illinois is expected to lightly increase traffic on Sunday mornings between 8 am and 1 pm. Illinois Ave has only light traffic passing by the property during these hours. We do not anticipate any nearby intersections to be impacted. We do not anticipate creating noise pollution, using any kind of hazardous material or participating in any illegal activities. Our intention is to be a great neighbor and a positive asset for St Charles.

**F. Conformance with Codes: That the proposed Special Use conforms to all applicable provisions of the St. Charles Municipal Code and meets or exceeds all applicable provisions of this Title, except as may be varied pursuant to a Special Use for Planned Unit Development.**

The Special Use for Promise Church will conform to all Municipal Codes and will meet or exceed all the provisions of the Special Use. Our use of suite 300 in 3809 Illinois will be primarily as a typical office user. The location is surrounded by businesses operating 9am to 5 pm, most days, who we expect will not perceive any impact to their operations.

# 3809 Illinois Frontage Landscaping

Exhibit C to Promise Church Special Use Application

## Legend

 3809 Illinois Ave



Google Earth

© 2023 Google

© 2024 Google

6.89 ft

# Exhibit D - 3809 Illinois Ave Parking

Building has 2 handicapped spaces and 32 other parking spaces. PPP has approved our use of additional spaces alongside 3811 Illinois Ave. for Sunday morning

## Legend

-  3809 Illinois Ave
-  Feature 1
-  Target



Riggs Brothers Auto Tops

3809 Illinois Ave

K & L Freight Management

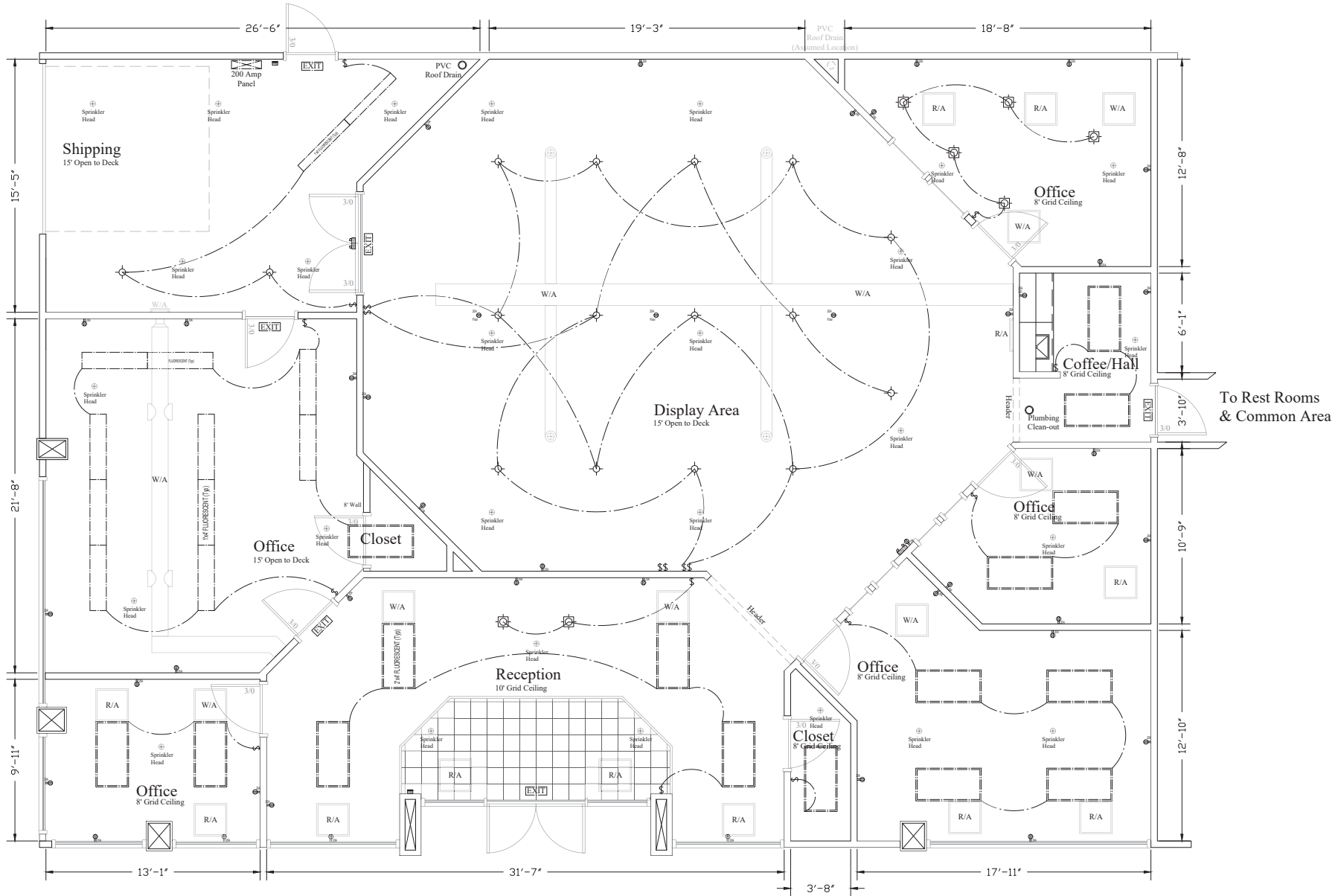






As Built  
 (Onsite measurements - 12/11/2023)

Exhibit F - Office Interior



Promise Church

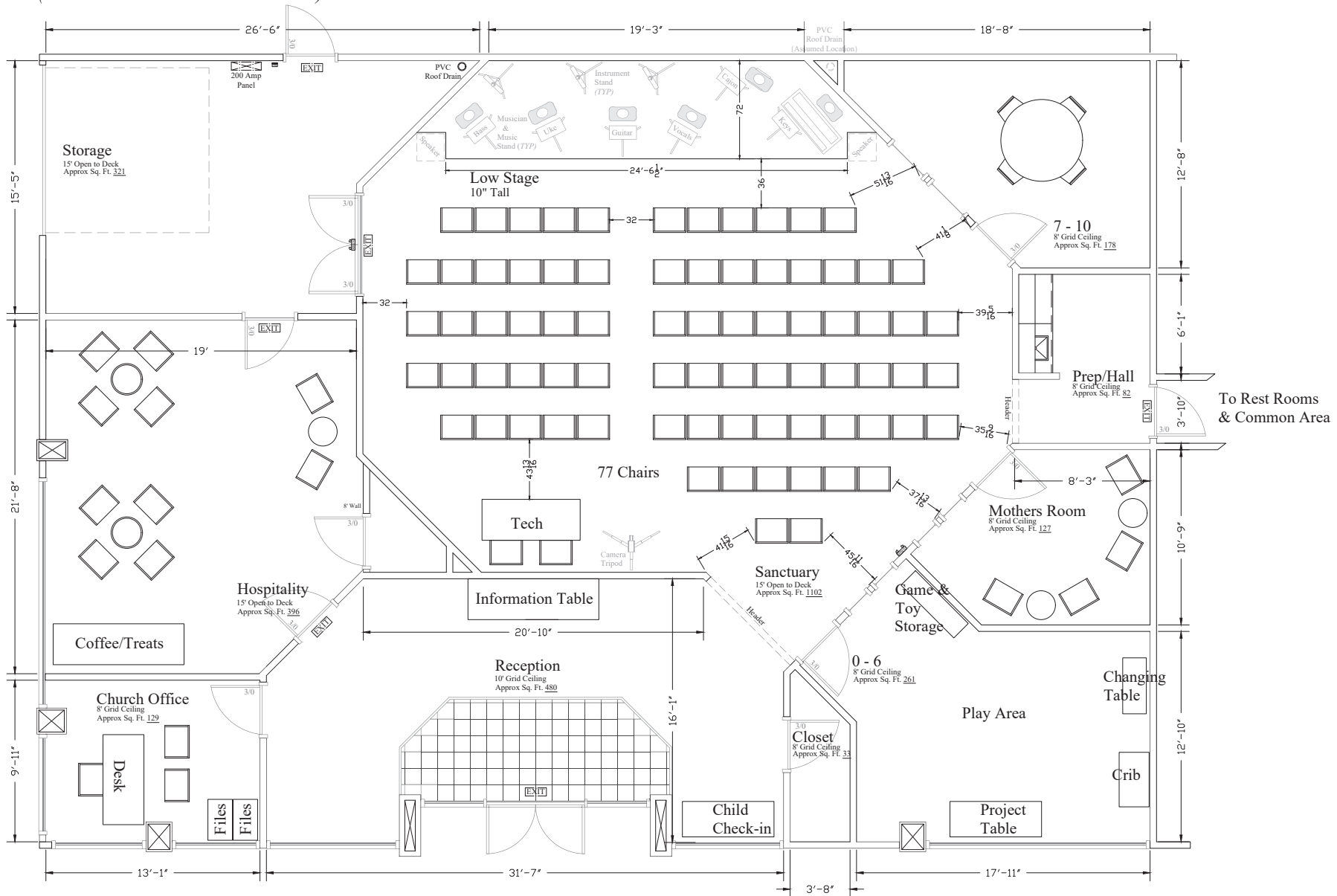
Promise Church  
 Proposed Use - Rental Space  
 3809 Illinois Ave. Unit 300 - Saint Charles IL 60174

Rev. # 1	01/16/2024
Rev. #	Rev. Date

January 16, 2024	<b>1</b>
Joe Lyon	
38" - 1'-0"	

Proposed Use  
(Onsite measurements - 12/11/2023)

Exhibit F - Office Interior




Promise Church

Promise Church  
Proposed Use - Rental Space  
3809 Illinois Ave. Unit 300 - Saint Charles IL 60174

Rev. # 1	01/16/2024
Rev. #	Rev. Date

January 16, 2024	<b>2</b>
Joe Lyon	
38" - 1'0"	

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: *4d
	Title:	<b>Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 720 Prairie St.</b>	
	Presenter:	<b>Rachel Hitzemann, Planner</b>	
<b>Meeting:</b> Planning & Development Committee		<b>Date:</b> March 11, 2024	
<b>Proposed Cost:</b> \$5,000		<b>Budgeted Amount:</b> \$10,000 for FY	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p><b><u>Program Description</u></b></p> <p>The Façade Improvement Grant program provides assistance to property owners and business tenants to rehabilitate and restore the exterior of buildings in the downtown. Grant funding is available for buildings located in Special Service Area 1B (Downtown Revitalization) or in a Historic District or designated Historic Landmark site. Applications are first reviewed by the Historic Preservation Commission for appropriateness of design.</p> <p>Beginning in 2017, the program was expanded to single-family residential structures. The residential grants are provided as a reimbursement for up to 50% of the funds invested into an exterior rehabilitation project involving new improvements or maintenance using historic preservation practices. Residential grants are capped at \$5,000.</p> <p><b><u>Proposal</u></b></p> <p>Amy Petrek, owner of 720 Prairie St. has requested a Residential Façade Improvement Grant to assist in funding the like-in-kind replacement of cedar siding.</p> <p><b><u>Historic Commission Review</u></b></p> <p>The Historic Commission reviewed the grant for 720 Prairie St. and unanimously recommended approval on 3/6/2023 because the siding is being replaced with the same material as the original.</p> <p><b><u>Grant Amount</u></b></p> <p>Total Cost of Project: \$20,910</p> <p>The project is eligible to receive up to \$5,000 based on 50% reimbursement for restoration/ preservation.</p>			
<b>Attachments</b> (please list):			
Historic Commission Resolution, Program Requirements, Location Map, Façade Improvement Grant Application, Current Photos, Grant Agreement			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 720 Prairie St.			

**City of St. Charles, Illinois**

**Historic Preservation Commission Resolution No. 1-2024**

**A Resolution Recommending Approval of  
A Façade Improvement Grant Application  
(720 Prairie St.)**

WHEREAS, it is the responsibility of the St. Charles Historic Preservation Commission to review applications for the Façade Improvement Grant Program; and

WHEREAS, the Historic Preservation Commission has reviewed the Façade Improvement Grant Application for 720 Prairie St. and has found said application to be architecturally appropriate and in conformance with the Downtown Design Guidelines and the Historic Preservation Ordinance, Chapter 17.32 of the Zoning Ordinance; and

WHEREAS, the Historic Preservation Commission finds said Façade Improvement Grant Application to be in conformance with the program requirements.

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council approval of the Façade Improvement Application, because the cedar siding replacement is a like in kind replacement of original building material on a landmarked structure.

Roll Call Vote:

Ayes: Rice, Kessler, Pretz, Smunt, Malay

Nays: None.

Abstain: None.

Absent: Dickerson

Motion Carried.

**PASSED**, this 6<sup>th</sup> day of March, 2024.

---

Chairman

# FAÇADE IMPROVEMENT GRANT PROGRAM DESCRIPTION

MAY 1, 2022

COMMUNITY DEVELOPMENT DEPT. /PLANNING DIVISION

CITY OF ST. CHARLES



## 1. Program Purpose

- The Facade Improvement Program is intended to promote reinvestment and restoration of commercial and residential buildings in the downtown area, with a focus on supporting historic preservation practices.
- The program is intended to assist property owners and commercial tenants to rehabilitate and restore the visible exterior of existing structures.
- Improvements must meet criteria for appropriateness of design.
- Reimbursement grants are provided to property owners or commercial tenants in recognition of the positive impact that individual building improvements can have on the overall appearance, quality and vitality of downtown St. Charles.

## 2. Application, Review and Approval Process:

- **Determine if your property is eligible for either the Commercial or Residential Façade Improvement Grant.**
- **Determine if your project is eligible for grant reimbursement.**
- **Define the scope of your proposed improvements.** This will probably involve consulting with an architect or other appropriate design professional (for projects that do not need an architect, consult with a contractor).
- **Contact the City to schedule a preliminary review of the project by the Historic Preservation Commission early in the design process to determine if the project scope and improvements will meet the program requirements.** The Historic Preservation Commission will consider the architectural appropriateness of proposed improvements using Design Guidelines and the Historic Preservation Ordinance (Chapter 17.32 of the Municipal Code). Improvements that are not architecturally appropriate, as determined by the City Council upon recommendation of the Historic Preservation Commission, are not eligible for a reimbursement grant. The Design Guidelines apply to all grant projects, regardless of whether they are in the Historic District.
- **The grant Program Year runs from May 1 to April 30 of the following year. Grant applications are accepted beginning in March of each year for the Program Year beginning on May 1.** (Note: The budget for the Program Year will not be finalized until approved by the City Council each year. This typically occurs in early April.)
- **Submit a complete grant application. Attend the following meetings on the dates provided by City staff:**
  - The **Historic Preservation Commission** will review and make a recommendation regarding the grant. They meet on the 1<sup>st</sup> and 3<sup>rd</sup> Wednesdays of each month at 7:00pm.
  - The **Planning & Development Committee** of the City Council will review the Historic Commission recommendation at their meeting on the second Monday of the month at 7:00pm.

If recommended for approval, the City Council will then vote on the formal grant agreement at a subsequent meeting. The grant agreement will follow the standard form, which is attached. Attendance at this meeting is not necessary unless requested.

**The earliest the grant agreement can be approved by the City Council is the third Monday of May.** Work initiated prior to City Council approval of the grant agreement is not eligible for reimbursement.

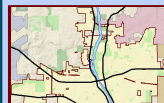
#### 4. **Residential Façade Grant:**

- **Eligible Properties:**  
Residential buildings located within a Historic District or Landmark site, rated in the Historic District Architectural Survey as:
  - “Contributing” or “Significant” structures
  - Non-Contributing structures that, upon completion of the improvements, will be re-classified by the Historic Preservation Commission as “Contributing” or “Significant”
- **Minimum Project Cost:** \$1,000
- **Maximum Grant Amount:** \$5,000 for:
  - Improvements that will be visible from the public right-of-way
  - Improvements to systems that include both the visible and non-visible elevations (such as improvements to siding or windows around entire building)
- **Eligible Improvements:**
  - 50% Reimbursement for projects falling into one or more of the following categories:
    - Repainting of historic exterior surface materials where the surface preparation includes removal of worn/failing paint and intensive surface preparation prior to painting.
    - Reconstruction of missing historic features. (*Example: Previously existing front porch*)
    - Repairing/stabilizing deteriorated historic features and reusing existing architectural elements. (*Example: Repair or partial reconstruction of a porch or replacement of window components*)
    - Removal of inappropriate features and restoration with original details and materials. (*Example: Removal of non-original aluminum/vinyl siding and restoration of the original siding, Removal of vinyl or aluminum windows and replacement with wood or aluminum clad wood windows.*)
    - Upgrade deteriorated materials with new appropriate materials. (*Example: Replacement of deteriorated wood windows with new wood windows*)
  - 100% Reimbursement for Architectural Services (Up to \$2,000)
    - Where architectural services are required, the owner or tenant should retain an architect to prepare a conceptual design and cost estimate for work proposed. If the project is approved by the City, the architect may provide bidding and construction plans and documents, as well as construction supervision. Only those architectural services directly related to the approved facade improvement will be reimbursed.
- **Ineligible:**
  - Routine maintenance
  - Any interior improvement or finishes
  - Any improvements to internal building systems, including HVAC, plumbing, electrical (except for wiring for exterior lighting)
  - Any site improvements, including sidewalks, parking lots and landscaping.
  - Freestanding new construction buildings
  - Building additions, unless in connection with improvements to the existing building.
- Improvements not specifically listed as eligible or ineligible are subject to review as to eligibility by the Historic Preservation Commission as an advisory body and approval or disapproval by City Council.

5. **Terms and Conditions applicable to all grants:**

- **Grant applications will be considered in the order they are received.** In the event that the total amount of the potential reimbursement grants exceeds the amount budgeted for the program year, the applications will be carried over for consideration during the following program year.
- **Not more than one grant shall be approved for a building in any program year, and a grant shall not be approved if a grant was made for the same portion of the building within the previous five years.** For the Residential Grant Program, within the 5 program years following approval of a grant, a grant for the same property will not be considered until September of each program year.
- **The maximum amount of the reimbursement grant for a specific property will be set forth in a Facade Improvement Agreement between the City and the property owner or tenant.** If the actual costs exceed the original final estimates submitted with the application and used to determine the final total amount of reimbursement within the Agreement, the property owner or tenant will be responsible for the full amount of the excess. The City cannot reimburse more than the total amount specified in the Agreement.
- **Reimbursement grants 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 Façade Improvement Agreement. Property owners and tenants should consult their tax advisor for tax liability information.
- **The following items are not considered “improvements” and therefore they are not eligible for reimbursement:**
  - Building Permit fees and related costs.
  - Extermination of insects, rodents, vermin and other pests.
  - Title reports and legal fees.
  - Acquisition of land or buildings.
  - Financing costs.
  - Sweat equity.
  - Working capital for businesses.
- **Work that has been initiated prior to the approval of the Facade Improvement Agreement by the City Council is NOT eligible for grant reimbursement.**
- **All improvements must be completed prior to the end of the program year on April 30.** If the work is not complete by the end of the program year, the City’s remaining obligation to reimburse the owner or tenant for the project terminates. The City may, its sole discretion, grant a single one-year extension due to unforeseen circumstances that have prevented the completion of the project.
- **The property owner and tenant shall be responsible for maintaining the facade 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 Facade Improvement Agreement.
- **Any project changes must be approved by the City.** Major changes or elimination of improvements must be approved by the City Council. Minor revisions must be approved by the Historic Preservation Commission.
- **This is a reimbursement program -- you must pay your architect, contractors and suppliers before you receive payment from the City.**





Data Source:  
City of St. Charles, Illinois  
Kane County, Illinois  
DuPage County, Illinois  
Projection: Transverse Mercator  
Coordinate System: Illinois State Plane East  
North American Datum 1983  
Printed on: March 7, 2024 11:16 AM



This work was created for planning purposes only and is provided as is, without warranty of any kind, either expressed or implied. The information represented may contain proprietary and confidential property of the City of St. Charles, Illinois. Under United States Copyright protection laws you may not use, reproduce, or distribute any part of this document without prior written permission. To obtain written permission please contact the City of St. Charles at Two East Main Street, St. Charles, IL 60174  
Powered by Precision GIS

# FAÇADE IMPROVEMENT GRANT APPLICATION

COMMUNITY & ECONOMIC DEVELOPMENT DEPT. /PLANNING DIVISION

CITY OF ST. CHARLES



## Grant Type (select one):

- Commercial       Residential

## Property Information:

Building or establishment for which the reimbursement grant is requested:

Address: 720 Prairie Street, St. Charles

Property Identification Number: \_\_\_\_\_

Applicant Name: Amy Petrek



## Project Description:

There are instances of wood rot, damage, and deterioration on some of the cedar boards that side our house. The plan is to ONLY replace the pieces that are damaged, and to match the existing materials of the siding, and any trim.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Total Cost Estimate:      \$ 20,910

## Submittal Checklist:

- \$50 Application Fee**
- Detailed Scope of Work:** Must identify all improvements, construction methods, building materials to be used. Costs must be broken down and itemized by task. In general, this scope of work should be prepared by the contractor(s) who will be completing the project.
- Documentation on Existing Conditions:** Reports or photographs to demonstrate need for improvements.
- W-9 Form:** Filled out and signed by the grant applicant, with a Federal Tax ID Number (or a Social Security Number for an individual)

**Applicant Contact Information:**

Phone Number: (815)503-1292

Email Address: amykpetrek@gmail.com

**Statement of Understanding:**

- I agree to comply with the guidelines and procedures of the Façade Improvement Grant Program. I have read and understand the "Terms and Conditions".
- I understand that I must submit detailed cost documentation, copies of bids, contracts, invoices, receipts, and contractor's final waivers of lien upon completion of the approved improvements.
- I understand that work done before a Façade Improvement Agreement is approved by the City Council is not eligible for a grant.
- I understand the Façade Improvement reimbursement grants are subject to taxation and that the City is required to report the amount and recipient of said grants to the IRS

Signature:  Date: 2/8/24  
Applicant

**Owner Authorization (if applicable):**

If the applicant is other than the owner, you must have the owner complete the following certificate:

I certify that I am the owner of the property at \_\_\_\_\_, and that I authorize the applicant to apply for a reimbursement grant under the St. Charles Facade Improvement Program and undertake the approved improvements.

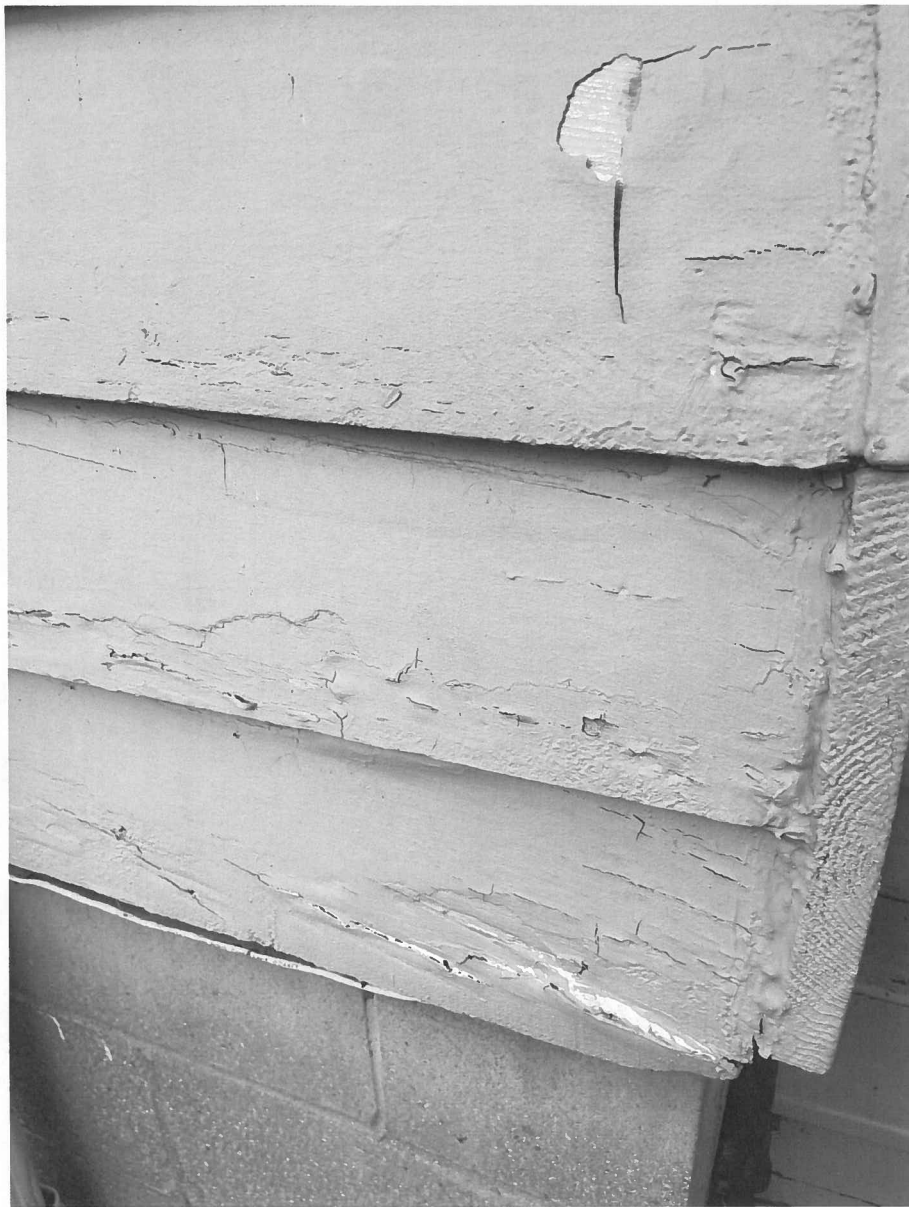
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner

## **Facade Improvement Grant Application:**

- **Detailed Scope of Work:** Must identify all improvements, construction methods, building materials to be used. Costs must be broken down and itemized by task. In general, this scope of work should be prepared by the contractor(s) who will be completing the project.
  - **Replacing only damaged siding and trim with historically accurate and matching materials: cedar clapboards and 5/4 trim.**
  - **Construction Methods: priming all six sides, caulking all wood-to-wood joists, and flashing all window heads. Nail holes will be filled and ready for final painting.**
  - **Cost Breakdown:**
    - **\$5,000 allowance for cedar**
    - **96 manhours**
    - **offsite disposal of all waste**
    - **misc installation of materials, nails, flashing, caulk, primer**
- **Documentation on Existing Conditions:** Reports or photographs to demonstrate need for improvements.



○





○



0





○



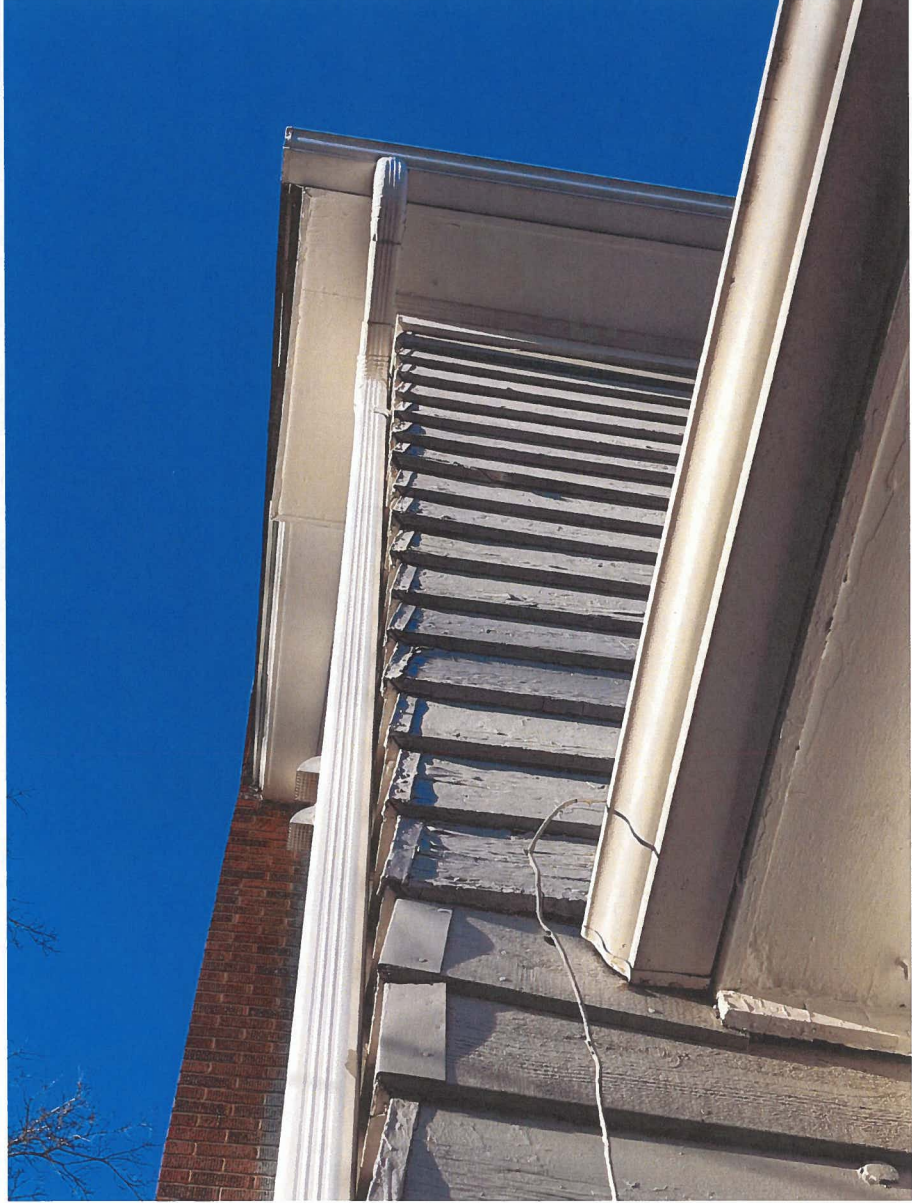
○



○



0



0



0

**CITY OF ST. CHARLES  
FACADE IMPROVEMENT AGREEMENT**

Program Year: May 1, 2023 to April 30, 2024

**THIS AGREEMENT**, entered into this 18<sup>th</sup> day of March, 2024, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: Amy Petrek

Tax ID# or Social Security #

For the following property:

Address of Property: 720 Prairie St.

PIN Number: 09-33-277-061

**WITNESSETH:**

**WHEREAS**, the CITY has established a Facade Improvement Program adopted by City Ordinance No. 2017-M-7 ; and

**WHEREAS**, CITY has agreed to participate, subject to its sole discretion, in reimbursing Owners/Lessees for the cost of eligible exterior improvements to buildings through the Façade Improvement Program; and

**WHEREAS**, the OWNER/LESSEE desires to participate in the Facade Improvement Program pursuant to the terms and provisions of this Agreement.

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

**SECTION 1:**

A. With respect to Commercial Façade Grant improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of up to twenty five (25%) of the cost of Routine Maintenance Improvements, up to fifty percent (50%) of the cost of Historic Preservation Improvements and other Building Improvements, and up to one hundred percent (100%) of the cost of fees for Architectural Services pertaining to such improvements, provided that the total reimbursement for eligible improvements and architectural services shall not exceed the amount shown in Exhibit I, "Total Reimbursement Amounts", attached hereto.

B. With respect to Residential Façade Grant improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of up to fifty percent (50%) of the cost of Historic Preservation Improvements, and up to one hundred percent (100%) of the cost of fees for Architectural Services pertaining to such improvements, provided that the total reimbursement for eligible improvements and architectural services shall not exceed the amount shown in Exhibit I, "Total Reimbursement Amounts", attached hereto.

The actual total reimbursement amounts per this Agreement shall not exceed the amounts shown in Exhibit I. The improvement costs which are eligible for City reimbursement include all labor, materials, equipment and other contract items necessary for the proper execution and completion of the work as shown on the plans, design drawings, specifications and estimates approved by the City. Such plans, design drawings, specifications and estimates are attached hereto as Exhibit II.

SECTION 2: No improvement work shall be undertaken until its design has been submitted to and approved by the City Council. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within the Program Year, ending April 30.

SECTION 3: The Director of Community Development shall periodically review the progress of the contractor's work on the facade improvement pursuant to this Agreement. Such inspections shall not



replace any required building permit inspection. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of this Agreement.

SECTION 4: Upon completion of the improvements and upon their final inspection and approval by the Director of Community Development, the OWNER/LESSEE shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the work 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 OWNER/LESSEE 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 OWNER/LESSEE shall also submit to the CITY a copy of the architect's statement of fees for professional services for preparation of plans and specifications. The CITY shall, within fifteen (15) days of receipt of the contractor's statement, proof of payment and lien waivers, and the architect's statement, issue a check to the OWNER/LESSEE as reimbursement, subject to the limitations set forth in Exhibit "I".

In the alternative, at its sole discretion, CITY may reimburse OWNER/LESSEE in two payments. The first reimbursement may be made only 1) upon completion of work representing 50% or more of the maximum reimbursement specified in Exhibit I hereof ; 2) upon receipt by CITY of the architect's invoices, contractor's statements, invoices, proof of payment and notarized final lien waivers for the completed work; and 3) upon a determination by the Director of Community Development that the remainder of the 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/LESSEE. The second, final reimbursement payment shall be made by CITY only upon submittal of all necessary documents as described herein.

SECTION 5: If the OWNER/LESSEE or his contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications and the terms of this Agreement, or if the improvements are not completed by the end of the Program Year on April 30, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void. The CITY may, at its sole discretion, grant a single one-year extension to the end of the following program year due to unforeseen circumstances that have prevented the completion of the project.

SECTION 6: Upon completion of the improvement work pursuant to this Agreement and for a period of five (5) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such 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 OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change or remove such improvements, or the approved design thereof, nor shall OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided for in this Agreement unless such changes are first submitted to the Director of Community Development, and any additional review body designated by the Director, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement. If requested by the CITY, OWNER/LESSEE agrees to execute and record a restrictive covenant regarding the maintenance of improvements completed per this agreement.

SECTION 7: The OWNER/LESSEE releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and 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 facade improvement(s), including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The OWNER/LESSEE 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 facade improvement(s).

SECTION 8: Nothing herein is intended to limit, restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises which is unrelated to the facade improvement provided for in this Agreement.

SECTION 9: This Agreement shall be binding upon the CITY and upon the OWNER/LESSEE and its successors, to said property for a period of five (5) years from and after the date of completion and approval of the facade improvement provided for herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of the provisions of this Agreement.

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

**OWNER/LESSEE**

**CITY OF ST. CHARLES**

\_\_\_\_\_

\_\_\_\_\_

**Mayor**

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

**City Clerk**

**EXHIBIT "I"**

**Total Reimbursement Amounts**

**Commercial Façade Grants:**

	<b>Total Estimated Cost</b>	<b>Reimbursement Percentage</b>	<b>Total Maximum Grant Amount</b>
<b>Routine Maintenance Improvements</b>	\$	25%	
<b>Historic Preservation Improvements</b>	\$	50%	\$
<b>Building Improvements</b>	\$	50%	\$
<b>Architectural Services</b>	\$	100% (not to exceed \$4000)	\$
<b>TOTAL</b>	\$	-	\$

**Residential Façade Grants:**

	<b>Total Estimated Cost</b>	<b>Reimbursement Percentage</b>	<b>Total Maximum Grant Amount</b>
<b>Historic Preservation Improvements</b>	\$20,910	50%	\$10,455
<b>Architectural Services</b>	\$	100% (not to exceed \$2000)	\$
<b>TOTAL</b>	\$16,000	-	\$10,455 <b>\$5,000 Max. Grant</b>

**EXHIBIT “II”**

**Plans, Design drawings, Specifications and Estimates**

Attachments:

Estimate from Carpentry with Integrity Dated February 8<sup>th</sup> 2024

Approved by Amy Petrek on Jun 21, 2023

Approved



40W544 IL Route 64 • Saint Charles, IL 60175 • Phone: 224-577-5743

Amy Petrek & Brandon Gerber  
Phone: 815-503-1292

Job Address:  
720 Prairie Street  
St. Charles, IL 60174

**Print Date:** 2-8-2024

## Proposal for Petrek, Amy - West Side Siding Repair

*The Carpentry with Integrity team thanks you for choosing us to provide a proposal for your project. We sincerely take pride in our work and are excited about the possibility of working with you! We have been serving the Fox Valley area for over 20 years. Our business could not survive without our attention to detail and excellent customer service.-*

## General

Items	Description
1010-2 General Conditions Materials	<p>No permit has been included in this proposal. It is my opinion that no permit will be necessary, However, If you're more comfortable working with a permit, we will procure one and bill for the permit and admin costs.</p> <p>Includes offsite disposal of all waste.</p> <p>General Materials used throughout the project.</p>
1140-2 Exterior Trim Material	<p>I am including a \$5000 allowance for cedar siding in this proposal to match the original clapboards. This included 5/4 stock to replace/repair window trims. This is special order stuff and has a minimum order. This will be more than what's needed, but you will have some extra to use as the years go on. You'll be able to maintain the original aesthetic of the house.</p>
1140-3 Exterior Trim Labor	<p>Included is 96 manhours to repair the West and East side of the house, along with some misc porch siding/window repairs.</p> <p>This includes priming all six sides, caulking all wood-to-wood joints, and flashing all window heads. Nail holes will be filled and ready for final painting.</p> <p>Note: final painting is not included.</p>
1140-2 Exterior Trim Material	<p>Included are misc installation materials; nails, flashing, caulk and primer</p>

**General Total:**

**\$20,910.00**

**Total Price: \$20,910.00**

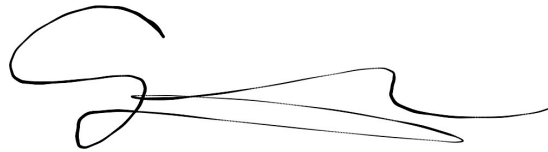


Carpentry with Integrity, Inc. believes this proposal is a fair representation of the final cost of this project. Some allowances may have been listed here to help us reach an estimated cost. Your selections, current material, and sub-costs will drive the final price. I hope you find this proposal thorough at this stage. Please do not hesitate to reach out with any questions. If you are interested in pursuing this project with us, we will need you to digitally sign this proposal and mail a deposit of \$2,500.00 to lock in a spot on my production board, start the design and selection process, finalize the plans, and finally, start the permitting process. You will have the ability to log in to check progress and communicate with our team throughout the project.

Thank you for the opportunity and I look forward to hearing from you soon.

Mike and the CWI Team.

I confirm that my action here represents my electronic signature and is binding.



**Signature:**

---

**Date:**

Jun 21, 2023, 10:26 AM

---

**Approved by:**

Amy Petrek

---

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: *4e
	Title:	<b>Recommendation to approve a Final Plat of Subdivision (Minor Subdivision) for 3925 Stern Ave. Lot Consolidation (Bryan McCusker)</b>	
Presenter:	<b>Rachel Hitzemann</b>		
<b>Meeting:</b> Planning & Development Committee		<b>Date:</b> March 11, 2024	
<b>Proposed Cost:</b> \$		<b>Budgeted Amount:</b> \$	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>A Minor Subdivision- Final Plat Application for a lot consolidation has been filed by Bryan Mccusker for the property at 3925 Stern Ave.</p> <p>The subject property is currently three parcels. Parcel one has an industrial building on it, parcel two has an easement and the third parcel is vacant. All parcels are under common ownership and have been bought and sold together for many years. In the early 90s, the owner of the properties wanted to split the lots, as they wanted to sell the third parcel. As part of that subdivision, the city required the 10ft easement between properties.</p> <p>Mr. Mccusker intends to expand his business by building a parking lot and a potential building addition on parcels two and three.</p> <p>The Plan Commission reviewed the application on 2/21/24 and unanimously recommended approval.</p>			
<b>Attachments</b> (please list):			
Plan Commission Resolution, Staff Report, Application, Plat of Consolidation			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Recommendation to approve a Minor Subdivision Final Plat for a Lot Consolidation at 3925 Stern Ave.			

**City of St. Charles, Illinois**  
**Plan Commission Resolution No. 3-2024**

**A Resolution Recommending Approval of a Final Plat of Subdivision (Minor Subdivision) for 3925 Stern Ave. Lot Consolidation (Bryan McCusker)**

**Passed by Plan Commission on February 21, 2024**

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

WHEREAS, the Plan Commission has reviewed the Final Plat of Subdivision (Minor Subdivision) for 3925 Stern Ave. Lot Consolidation (Bryan McCusker); and

WHEREAS, the Plan Commission finds the Final Plat of Subdivision to be in conformance with the requirements of Title 16 of the City Code entitled, "Subdivisions and Land Improvement" and Title 17, Chapter 17.12-Residential Districts.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to the City Council approval of the Final Plat of Subdivision (Minor Subdivision) for 3925 Stern Ave. Lot Consolidation (Bryan McCusker); contingent upon the resolution of all staff comments prior to City Council action.

Roll Call Vote:

Ayes: Funke, Wiese, Rosenberg, Fitzgerald, Vargulich

Nays: None

Absent: Moad, Hibel, Ewoldt, Gruber

Motion carried: 5-0

PASSED, this 21st day of February 2024.

---

Chairman  
St. Charles Plan Commission



<b>Applicant:</b>	Bryan McCusker
<b>Property Owner:</b>	Bradley D. LeGare and Fredrick P. Strobel Jr.
<b>Location:</b>	3925 Stern Ave.
<b>Purpose:</b>	Lot Consolidation
<b>Application:</b>	Final Plat of Subdivision (Lot Consolidation)
<b>Public Hearing:</b>	N/A
<b>Zoning:</b>	M-2 (Limited Manufacturing)
<b>Current Land Use:</b>	Industrial Building and Vacant Parcel
<b>Comprehensive Plan:</b>	Industrial/ Business Park

**3925 Stern Ave**



*Subject Property*

<b>Summary of Proposal:</b>	Bryan McCusker is looking to consolidate the lots and expand his business.
<b>Info / Procedure on Application:</b>	<p>Final Plat (Minor Subdivision)</p> <ul style="list-style-type: none"> <li>• Final Plat is the actual plat document that will be recorded with the County to formally create new lots, dedicate streets, and provide easements, etc.</li> <li>• Recommendation is based on compliance with all other code requirements (including Zoning &amp; Subdivision Codes). Staff has provided an analysis in the Staff Report.</li> <li>• A public hearing is not required for this type of application.</li> <li>• No findings of fact are applicable to this application.</li> </ul>
<b>Suggested Action:</b>	<p>Review the Final Plat of Subdivision.</p> <p>Staff has found the application materials to be complete and the Final Plat to be in compliance with the Zoning and Subdivision Codes.</p> <p>Staff recommends approval of the Final Plat of Subdivision, subject to resolution of all staff comments prior to City Council action.</p>
<b>Staff Contact:</b>	Rachel Hitzemann, Planner

**I. PROPERTY INFORMATION**

**A. History / Context**

The subject property is currently three parcels. Parcel one has an industrial building on it, parcel two has an easement and the third parcel is vacant. All parcels are under common ownership and have been bought and sold together for many years. In the early 90s, the owner of the properties wanted to split the lots, as they wanted to sell the third parcel. As part of that subdivision, the city required the 10ft easement between properties.

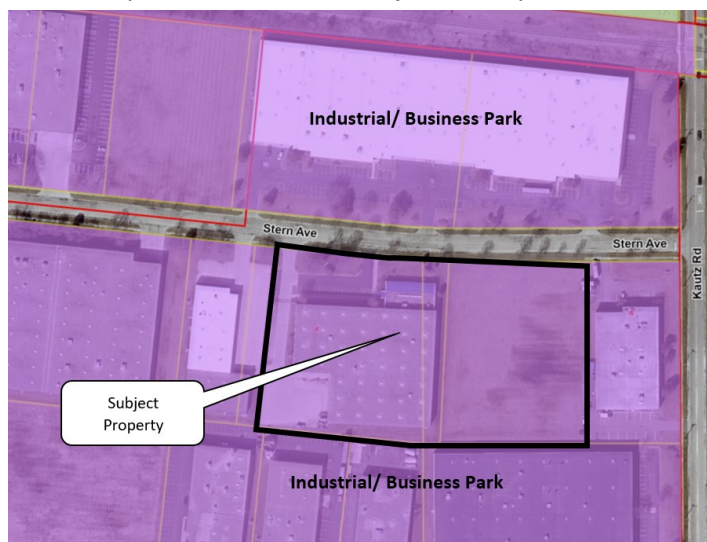
**B. Zoning**



The subject property is zoned M-2 Limited Manufacturing. The same zoning designation exists adjacent to the property on all sides.

**C. Comprehensive Plan**

The subject property is designated Industrial/ Business Park in the Land Use Plan adopted as part of the 2013 Comprehensive Plan. All adjacent Properties have the same designation.



**II. PROPOSAL**

Bryan McCusker is seeking approval of a Final Plat of Subdivision to consolidate the three parcels into one lot. Mr. McCusker plans to expand his business by building a parking lot and potential building expansion on the second parcel. A utility easement will be vacated as part of this consolidation.

**III. ANALYSIS**

**A. Bulk Standards**

The lot consolidation is compliant with the minimum requirements for the M-2 Zoning District.

	<b>M-2 District Standard</b>	<b>Lot</b>
<b>Min. Lot Area</b>	None	219,240 sf
<b>Min. Lot Width</b>	None	606 ft.
<b>Max. Building Coverage</b>	60%	<i>TBD – To follow M-2 standard</i>
<b>Max. Building Height</b>	60ft	
<b>Min. Front Yard</b>	40 ft.	
<b>Min. Side Yard</b>	20 ft. each side	
<b>Min. Rear Yard</b>	20 ft.	

**B. Plat Review**

Planning staff have reviewed the Final Plat and have no outstanding comments.

**C. Engineering Review**

The engineering division has reviewed the easement vacation and final plat and has no comments.

**IV. SUGGESTED ACTION**

Staff recommends approval of the Final Plat of Subdivision subject to resolution of all staff comments prior to City Council action.

**V. ATTACHMENTS**

- Application for Minor Subdivision – Final Plat; received 11/01/23
- Final Plat of Subdivision

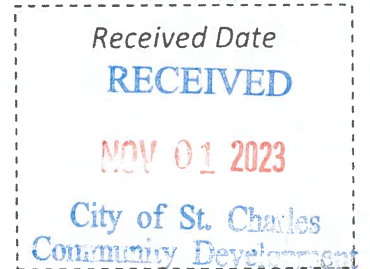
City of St. Charles  
 Community Development Division  
 2 E. Main Street  
 St. Charles, IL 60174



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

## MINOR SUBDIVISION – FINAL PLAT APPLICATION

<b>For City Use</b>	
Project Name:	<u>3925 Stern</u>
Project Number:	<u>2023</u> -PR- <u>015</u>
Cityview Project Number:	<u>PLMS202300137</u>



- File this application to request approval of a Minor Subdivision – Final Plat.
- Per City Code Section 16.04.040, a Minor Subdivision must meet the following criteria:
  - 1) Compliance with subdivision design standards in the City Code;
  - 2) No more than 4 lots;
  - 3) No public utility extensions or new streets are required to serve the subdivision;
  - 4) No stormwater detention is required to serve the subdivision;
  - 5) All lots meet minimum zoning standards.
- Complete the application and submit with all required attachments to the Community Development Division.
- The information you provide must be complete and accurate. If you have any questions please contact the Community Development Division.
- City staff will review the submittal for completeness and for compliance with applicable requirements. Staff will distribute the plans to other City departments for review when the application is complete.
- The Final Plat will be scheduled for Plan Commission review when staff has determined the plat is ready.

<b>1. Property Information:</b>	Location: 3925 Stern Avenue	
	Parcel Number (s): 09-36-277-027      09-36-277-033      09-36-277-034	
	Proposed Subdivision Name: Unit No. 3B The "St. Charles" Illinois Industrial Development of the Central Manufacturing District Resubdivision No. 2	
<b>2. Applicant Information:</b>	Name: 1100 Carolina Drive LLC Attn: Bryan Mccusker, Ph.D.	Phone: (630) 293-9300
	Address: 1100 Carolina Drive, West Chicago, IL 60185	Email: Bryan.Mccusker@hfimfg.com
<b>3. Record Owner Information:</b>	Name: Bradley D. LeGare and Frederick P. Strobl, Jr., as Joint Tenants in common	Phone: 630-762-0606
	Address: 3925 Stern Avenue, St Charles, IL 60174	Email: <span style="border: 1px solid black; padding: 2px;">legare@sek.us.com</span>

**4. Required Attachments:**

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

**Submit 1 copy of each required item, unless otherwise noted.**

**APPLICATION FEE:** \$300

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

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

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

**FEE FOR INSTALLATION OF CITY BENCHMARKS:** Payment for installation of City benchmarks in accordance with Appendix F of the Subdivision Code (City Code Title 16). Required payment is based on the size of the subdivision:

Subdivision Acreage	Number of Benchmarks	Fee at \$2500 per Benchmark
20+	2	\$5000
10 to 20	1	\$2500
5 to 10	0.5	\$1250
1 to 5	0.25	\$625
Less than 1	0.10	\$250

**PROOF OF OWNERSHIP:** a) A current title policy report; or  
b) A deed and a current title search

*NOTE: Private covenants and deed restrictions can limit private property rights with respect to the use of land even though the City's Zoning Ordinance may authorize the use or a less restrictive use. We strongly advise that you perform a title search on the property to determine if there any private covenants containing use restrictions or other deed restrictions. As those private covenants and deed restrictions may conflict with the City's Zoning Ordinance, it is further recommended that you consult with an attorney to obtain an opinion with respect to whether your intended use is compatible with those restrictions.*

**OWNERSHIP DISCLOSURE:** Use the appropriate disclosure form (attached), if the owner or applicant is a Partnership, Corporation, Trust, or LLC.

**LETTER OF AUTHORIZATION:** If the property owner is not the applicant, an original letter of authorization from the property owner permitting the applicant to file the zoning application with the City of St. Charles for the subject property.

**PARK AND SCHOOL LAND/CASH WORKSHEETS:** *For residential developments only.* Use the attached worksheet to calculate the estimated population and student yields and resulting land/cash contributions in accordance with Title 16 of the St. Charles Municipal Code.

**INCLUSIONARY HOUSING WORKSHEET:** *For residential developments only.* Use the attached worksheet to calculate the affordable unit requirement and indicate how the development will comply with Title 19 of the St. Charles Municipal Code.



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

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

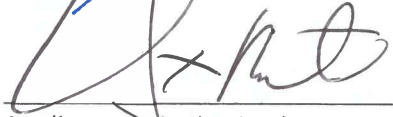
**FINAL PLAT OF SUBDIVISION / DRAWING REQUIREMENTS CHECKLIST:** A Final Plat of Subdivision that includes the information listed on the Subdivision Plat Drawing Requirements Checklist. Also submit a completed Checklist (attached).

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

  
Record Owner

Date

10/16/23

  
Applicant or Authorized Agent

Date

10/19/23

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

STATE OF ILLINOIS     )  
  ) SS.  
KANE COUNTY            )

I, Bryan P McCusker, being first duly sworn on oath depose and say that I am  
Manager of 1100 Carolina Dr LLC, an Illinois Limited Liability  
Company (L.L.C.), and that the following persons are all of the members of the said L.L.C.:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By: Bryan P McCusker Manager

Subscribed and Sworn before me this 19<sup>th</sup> day of  
October, 2023.

Gerianne Van Calbergh  
Notary Public



# Exhibit A

LOT 7 (EXCEPT THE WEST 165.0 FEET) AND LOT 6 (EXCEPT THE EAST 183.63 FEET) IN UNIT NO. 3-B THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT, BEING A SUBDIVISION OF ALL OF LOT 1, A PART OF LOT 2 AND ALL OF LOTS 18 AND 19 IN UNIT NO. 3-A, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT, BEING A SUBDIVISION OF PART OF THE NORTH ½ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

# ALTA COMMITMENT FOR TITLE INSURANCE

Commitment Number:

Issued By:



CHICAGO TITLE INSURANCE COMPANY

**23005510WF**

## NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**Chicago Title Insurance Company**

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**Transaction Identification Data for reference only:**

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company, LLC 2441 Warrenville Rd, Suite 100 Lisle, IL 60532 Main Phone: (630)871-3500 Email: CTLisle@ctt.com	Chicago Title and Trust Company 2441 Warrenville Rd, Suite 100 Lisle, IL 60532 Main Phone: (630)871-3500 Main Fax: (630)871-3587

Issued By: Chicago Title Company, LLC  
 2441 Warrenville Rd, Suite 100  
 Lisle, IL 60532

**Order Number: 23005510WF**

Property Ref.: 3925 Stern Avenue, Saint Charles, IL 60174

**SCHEDULE A**

1. Commitment Date: June 26, 2023
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2006  
 Proposed Insured: 1100 Carolina Drive LLC  
 Proposed Policy Amount: \$7,300,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:  
 Fee Simple
4. The Title is, at the Commitment Date, vested in:  
[Bradley D. LeGare and Frederick P. Strobl, Jr., as tenants in common](#)

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE A**  
(continued)

## 5. The Land is described as follows:

## PARCEL 1:

LOT 7 (EXCEPT THE WEST 165.0 FEET) AND THAT PART OF SAID LOT 6 LYING WEST OF A LINE FROM A POINT ON THE SOUTH LINE OF SAID LOT 6, BEING 31.90 FEET EAST OF THE SOUTHWEST CORNER THEREOF, TO A POINT ON THE NORTH LINE OF SAID LOT, BEING A 51.14 FEET EAST OF THE NORTHWEST CORNER THEREOF, SAID LINE BEING 20.25 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF A PRECAST CONCRETE PANEL BUILDING AT NUMBER 3925 STERN AVENUE) IN UNIT NO. 3-B, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT, BEING A SUBDIVISION OF ALL OF LOT 1, A PART OF LOT 2 AND ALL OF LOTS 18 AND 19 IN UNIT NO. 3-A, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

## PARCEL 2:

LOT 1 OF PLAT OF RESUBDIVISION OF UNIT NO. 3-B, THE ST. CHARLES ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT RESUBDIVISION NO. 1, BEING A RESUBDIVISION OF PART OF LOT 6 IN UNIT NO. 3-B, THE ST. CHARLES ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE ORIGINAL PLAT RECORDED JULY 14, 1983 AS DOCUMENT [1645498](#), AND PLAT RECORDED NOVEMBER 16, 2001 AS DOCUMENT [2001K0121682](#), IN KANE COUNTY, ILLINOIS.

**END OF SCHEDULE A**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

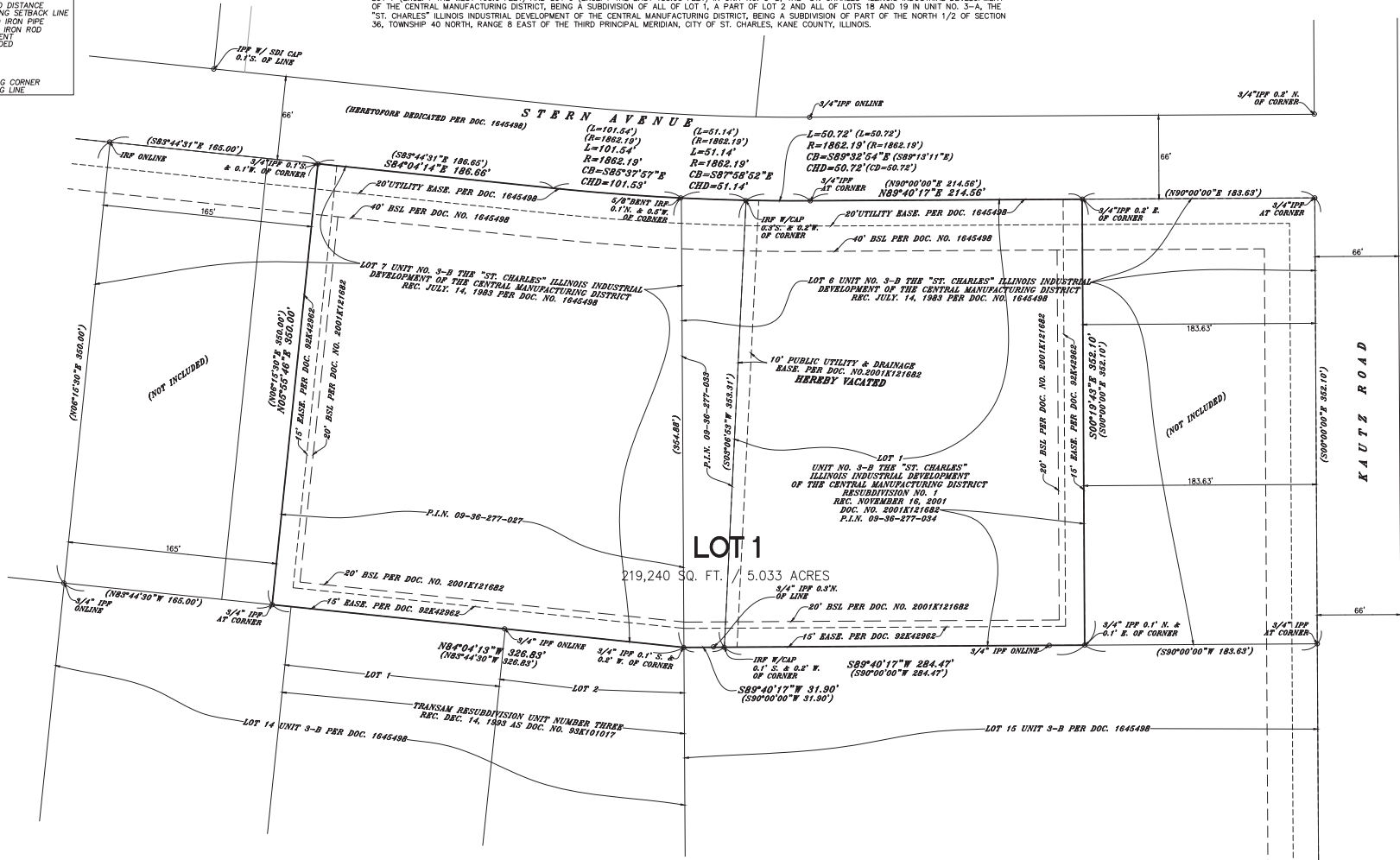
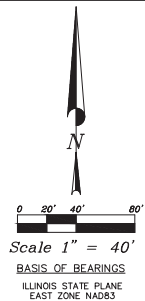


# FINAL PLAT OF CONSOLIDATION OF

LOT 7 (EXCEPT THE WEST 165.0 FEET) AND LOT 6 (EXCEPT THE EAST 183.63 FEET) IN UNIT NO. 3-B, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT, BEING A SUBDIVISION OF ALL OF LOT 1, A PART OF LOT 2 AND ALL OF LOTS 18 AND 19 IN UNIT NO. 3-A, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

**NOTES:**  
 (100.00') DENOTES RECORD DIMENSIONS  
 100.00' DENOTES MEASURED DIMENSIONS  
 DOC. DENOTES DOCUMENT  
 NO. DENOTES NUMBER  
 P.I.N. DENOTES PARCEL INDEX NUMBER  
 SEC. DENOTES SECTION  
 L DENOTES ARC LENGTH  
 R DENOTES RADIUS  
 CB DENOTES CHORD BEARING  
 CHD DENOTES CHORD DISTANCE  
 BSL DENOTES BUILDING SETBACK LINE  
 JPF DENOTES FOUND IRON PIPE  
 JRF DENOTES FOUND IRON ROD  
 EASE. DENOTES EASEMENT  
 REC. DENOTES RECORDED  
 N DENOTES NORTH  
 E DENOTES EAST  
 S DENOTES SOUTH  
 W DENOTES WEST  
 BK DENOTES BUILDING CORNER  
 BL DENOTES BUILDING LINE

**P.I.N. NUMBERS:**  
 09-36-277-027  
 09-36-277-033  
 09-36-277-034




AREA TABLE	
LOT 7 (PARTIAL-SEE LEGAL)	122,455 SQ. FT. / 2.811 AC.
LOT 1 (PREVIOUS SUBDIVISION)	96,785 SQ. FT. / 2.222 AC.
<b>TOTAL AREA CONSOLIDATED INTO LOT 1</b>	<b>219,240 SQ. FT. / 5.033 AC.</b>

- NOTES:**
- 1) IRON RODS WITH CAPS WILL BE SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
  - 2) ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
  - 3) CITY ORDINANCES SUPERCEDE ANY PRIVATE COVENANTS OR RESTRICTIONS.

Survey No.:	H076
Ordered By:	FCL BUILDERS
Description:	PLAT OF CONSOLIDATION
Date Prepared:	OCTOBER 10, 2023
Scale:	1" = 40'
Field Work:	MULIS
Prepared By:	KAC

**JACOB & HERNER ASSOCIATES**  
 1333 Butterfield Road, Suite 300, Downers Grove, IL 60515  
 PHONE: (630) 652-4600, FAX: (630) 652-4601  
 www.jacobandherners.com  
 Illinois Professional Design Firm  
 License No. 154983073 Exp. 4/30/25

11/15/2023 10:00 AM DWG: 100000

	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		<b>Agenda Item number: 4f</b>
	<b>Title:</b>	A Resolution Authorizing the Mayor and City Council to Execute a Temporary License Agreement between the City of St. Charles and Pollyanna Brewing Company (106 Riverside Ave.)	
	<b>Presenter:</b>	Derek Conley, Economic Development Director	
<b>Meeting:</b> Planning & Development Committee		<b>Date:</b> March 11, 2024	
<b>Proposed Cost:</b> \$		<b>Budgeted Amount:</b> \$	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<p><b>Background:</b></p> <p>Pollyanna Brewing (106 Riverside Ave.) has expressed interest in continuing use of public space for outdoor café areas during the 2024 season. The license agreement with Pollyanna Brewing would grant access to the city-owned portion of the parking lot directly south of the Pollyanna building for the purpose of providing an outdoor dining patio. The layout of the outdoor dining patio will be the same as 2022 &amp; 2023. The license would be based upon the same timeframe and fees being imposed for use of the First Street plazas (\$40 per seat for entire period).</p>			
<p><b>Attachments (please list):</b></p> <p>Draft license agreement (Including Aerial Map – Exhibit C.)</p>			
<p><b>Recommendation/Suggested Action (briefly explain):</b></p> <p>Recommendation to Approved a Resolution Authorizing the Mayor and City Council to Execute a Temporary License Agreement between the City of St. Charles and Pollyanna Brewing Company (106 Riverside Ave.)</p>			



**City of St. Charles, Illinois**

Resolution No. 2024- \_\_

**A Resolution Authorizing the Mayor and City Council to Execute a  
Temporary License Agreement between the City of St. Charles and Pollyanna  
Brewing Company (106 Riverside Ave.)**

*Presented & Passed by the*

**City Council on \_\_\_\_\_**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk are hereby authorized to execute that certain Temporary License Agreement, in substantially the form attached hereto and incorporated herein as Exhibit “A” by and on behalf of the City of St. Chares.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of March, 2024.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of March, 2024.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of March, 2024.

\_\_\_\_\_  
Lora A. Vitek, Mayor

Attest:

\_\_\_\_\_  
City Clerk/Recording Secretary

Voice Vote:

Ayes:

Nays:

Absent:

Abstain:

**Exhibit "A"**

Temporary License Agreement between the  
City of St. Charles and Pollyanna Brewing Company

## **TEMPORARY LICENSE AGREEMENT**

This TEMPORARY LICENSE AGREEMENT (hereinafter the "*Agreement*") is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2024, by and between the City of St. Charles, an Illinois Municipal Corporation, Kane and DuPage Counties, Illinois (hereinafter "*City*"), and Pollyanna Brewing Company, an Illinois Corporation (hereinafter "*Licensee*"); the City and Licensee are sometimes hereinafter collectively referred to as the Parties ("*Parties*") or individually as the Party ("*Party*").

### **WITNESSETH:**

WHEREAS, the City does own a public parking lot located at the northeast corner of Riverside Avenue and Illinois Avenue ("*City Parking Lot*"), legally described in Exhibit A attached hereto and made a part hereof, both immediately adjacent to 106 S. Riverside Avenue ("*106 S. Riverside Ave.*"), legally described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, Licensee operates the business commonly known as Pollyanna Brewing Company, located at 106 S. Riverside Ave. ("*Licensee Property*"), the southerly property line of which abuts the City Parking Lot; and

WHEREAS, Licensee proposes to install, operate and maintain a temporary outdoor patio area with fencing, tables and chairs ("*Outdoor Patio*"), on the City Parking Lot, as illustrated on Exhibit C;

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the Parties hereto hereby stipulate, the Parties hereby agree as follows:

1. The Recitals hereinabove are hereby incorporated into and made a substantive part of this Agreement as though they were fully set forth in this Paragraph.

2. The City, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration paid to City, the receipt and sufficiency of which is hereby acknowledged, hereby grants to the Licensee, its successors, grantees and assigns, an exclusive temporary license (hereinafter the "*License*") for the purpose of installing, operating and maintaining the Outdoor Patio solely within the City Parking Lot, in the location illustrated on the attached Exhibit C, subject to the terms, conditions and limitations herein specified together with any exhibits attached hereto and incorporated herein by reference.

3. Licensee shall submit for a permit as required under the St. Charles Municipal Code ("*Outdoor Café Permit*"), the fee for which under this Agreement shall be

equal to a One Hundred Twenty-Five Dollar (\$125.00) application fee, plus Forty Dollars (\$40.00) per seat, as depicted by the Outdoor Café Permit site plan.

4. Licensee must install, operate and maintain the Outdoor Patio in full compliance with the permit and all conditions contained herein or attached hereto by reference.

5. The Outdoor Patio shall not in any manner be operated, modified, expanded, or enlarged beyond the extent of described herein and shown in Exhibit C, without the prior written consent of the City.

6. This Agreement shall commence on April 15, 2024 and expire on October 31, 2024, the date the insurance required hereunder expires, or as otherwise provided for in this Agreement, whichever comes first. This Agreement may be renewed only through the action of the City. Licensee may terminate this Agreement immediately by providing written notice to City. Except for the immediate termination in the event of an emergency, as declared by City in its sole discretion, City may terminate this Agreement at any time during the term of this Agreement by notifying Licensee of its intention, with at least three (3) business days prior written notice.

7. Licensee understands and agrees that the Outdoor Patio shall remain in good condition at all times and that the City Parking Lot shall not be compromised in any unsafe or adverse manner, at all times complying with all local codes and ordinances.

8. To the fullest extent permitted by law, Licensee hereby agrees to defend, indemnify and hold harmless the City, its officials, agents, and employee, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, specifically including but not limited to, any claim for damages caused by or to the Outdoor Patio or caused by work performed by the City, or its agents, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this Agreement by the Licensee, their agents, invitees, employees, contractors or subcontractors, or which may in anyway result therefrom, except that arising out of the sole legal cause of the City, its agents or employees, the Licensee shall, at their own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the Licensee shall, at its own expense, satisfy and discharge the same. Prior to occupancy, the Licensee shall furnish to the City a certificate of insurance evidencing coverages and limits in conformance to the requirements described herein attached Exhibit D. The insurance policy shall be expressly endorsed to include the City as an additional insured, Such certification of insurance shall require the insurer(s) to provide not less than thirty (30) days advance written notice to the City in the event of any cancellation, non-renewal or change in the policy limits, terms or conditions which would cause them to fail to meet the foregoing requirements. Such insurance shall be fully maintained during the term of the License.

9. The City shall have the right, in its sole and absolute discretion, to promulgate and enforce rules and regulations regarding the use of the Outdoor Patio to protect the health, safety and welfare of the public utilizing the City Parking Lot. The Licensee will provide, at its expense (and the City shall have no obligation to provide or pay for), any and all improvements and/or modifications to the Outdoor Patio to comply with this provision.

10. Licensee accepts the City Parking Lot, “As-Is,” “Where-Is” and in its current condition and the City makes no representations concerning the condition of the Licensed Area. The Licensee further acknowledges and agrees to secure written authorization from STC Morse, LLC to occupy the parking spaces to be utilized pursuant to this Agreement and the Outdoor Café Permit, as identified in that certain Parking Easement Agreement, dated \_\_\_\_\_, 2023, by and between the City and STC Morse, LLC.

11. If this Agreement is terminated under any of the provisions contained herein, Licensee shall remove the Outdoor Patio within thirty (30) days of termination. The site shall be restored to the same general condition as existed before the Outdoor Patio was installed, unless otherwise agreed to by the City. If the required work is not performed or completed to the City's satisfaction, the City shall have the right to perform or complete such work. Licensee agrees to reimburse the City for performance of such work within thirty (30) days of invoice by the City. Non-payment of invoices shall constitute a lien against the 106 S. Riverside Ave. property.

12. The Outdoor Patio when installed does not become a part of or an interest in the City Parking Lot, the air rights above and below or the underlying property. This Agreement shall not be construed to grant any interest in realty or any other possessory interest beyond the irrevocable, permanent and exclusive license to the Licensee, as provided herein.

13. Licensee is responsible for the cost of installation, maintenance, and removal of such the Outdoor Patio and is responsible for any damage caused to the City Parking Lot resulting from such installation, maintenance, and removal.

14. The terms of this Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

15. The parties acknowledge that the licensed area is part of the City Parking Lot and that the City Parking Lot is owned by the City and is currently exempt from any tax assessment for real estate or any other taxes. In the event that the City Property or any part thereof becomes subject to real estate or other taxes arising out of this License Agreement, the Licensee shall be liable for those real estate or other taxes and will pay said taxes as they become due and owing.

16. This Agreement may be enforced either at law or in equity, with the non-breaching Party entitled to injunctive relief and/or monetary damages. If any action for

enforcement of this Agreement is brought, the non-prevailing Party in such action shall reimburse the prevailing Party for its attorneys' fees and related costs in such action.

17. Licensee shall not assign this Agreement or its rights and duties under this License, without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion.

18. This Agreement may be modified or amended only by a written instrument executed by the Parties, or their respective permitted successors or assigns.

19. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

Licensee:

Pollyanna Brewing Company  
an Illinois Corporation

City:

CITY OF ST. CHARLES,  
an Illinois Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2024.

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Notary Public

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

**Exhibit A:**  
**City Parking Lot Legal Description**

Lot 5 and 6 (except the northerly 25 feet thereof, and the portion of said Lot 5 dedicated for public right of way) in Block 10 of the Original Town of St. Charles, in the City of St. Charles, Kane County, Illinois.

PIN # 09-27-391-003



**Exhibit B:**  
**106 S Riverside Ave. Legal Description**

That part of Lots 2, 3, 4, 5, 6 and 7, except the south 1 inch of the northerly 25 feet, 1 inch of the westerly 5 feet of Lot 7, in Block 10 of the Original Town of St. Charles, on the east side of the Fox River, described as follows: Commencing at the northwest corner of said Lot 4; thence southerly along the westerly line of said Block, 56 feet, 7 ½ inches to the center line of a partition wall extending 101 feet, 6 inches, to the east face of the east wall of said building on the northerly part of said Lots 2, 3 and 4; thence northerly along the east face of the said wall 56 feet, 7 ½ inches to the north line of Block 10; thence easterly along the north line of Block 10 aforesaid, 4 feet to the east line of the westerly 5 feet of Lot 2; thence southerly along the easterly line of the westerly 5 feet of Lot 2 to the north line of Lot 7; thence southerly parallel with the west line of Lot 7, a distance of 25 feet, 1 inch; thence westerly parallel with the northerly line of Lots 7, 6 and 5 a distance of 105.6 feet to the westerly line of said Block 10; thence northerly along the westerly line of said Block 69.03 feet to the place of beginning, in the City of St. Charles, Kane County, Illinois.  
PIN # 09-27-391-002


**Exhibit C:**  
**Outdoor Patio Location Boundary**



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

The applicant for an Outdoor Café Permit shall provide at its sole cost and expense, and shall maintain in effect during the entire period of the permit, insurance at a minimum in at least the following manner, or equivalent coverage determined acceptable by the City Administrator:

1. Worker's Compensation Insurance in at least the required statutory limits.
2. Comprehensive General Liability Insurance, including owner's protective liability insurance and contractual liability insurance covering claims for personal injury and property damage with limits of at least two million (\$2,000,000.00) dollars per occurrence, and two million (\$2,000,000.00) dollars for any single injury.
3. Umbrella Liability Insurance with limits of at least one million (\$1,000,000.00) dollars per occurrence.
4. Liquor Liability Coverage for any establishment serving alcohol on public property.
5. Prior to issuance of an Outdoor Café permit, the permittee shall provide the City with copies of the certificates of insurance for the required policies for each type of insurance naming the City as an additional insured party.
6. The required insurance policies shall each provide that they shall not be changed or cancelled during the life of the Outdoor Café Permit until 30 days after written notice of such change has been delivered to the City.

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		<b>Agenda Item number:</b> 4g
	<b>Title:</b>	A Resolution Authorizing the Temporary Closure of Walnut Avenue from April 15, 2024 through October 31, 2024.	
	<b>Presenter:</b>	Derek Conley, Economic Development Director Russell Colby, Community Development Director	
<b>Meeting:</b> Planning & Development Committee		<b>Date:</b> March 11, 2024	
<b>Proposed Cost:</b> \$		<b>Budgeted Amount:</b> \$	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Background:</b>			
<p>This executive summary pertains to items b., c. and d. as each item needs to be considered in conjunction. An aerial map has been attached to assist in explaining each item. Several businesses on the downtown east-side have approached the City requesting a partially closure of Walnut Ave for an outdoor public plaza. Additionally, Flagship on the Fox (100 Riverside Ave.) has expressed interest to again utilize part of the proposed Walnut Ave. closure and sidewalk for an outdoor café during the 2024 season. In order for the City to accommodate this request the following resolutions/agreements need to be approved:</p>			
<ul style="list-style-type: none"> <li><b>g. Temporary Closure of Walnut Avenue from April 15, 2024 through October 31, 2024</b>The temporary closure of Walnut Avenue needs to be approved before the City can enter into a subsequent agreement with Flagship on the Fox (C&amp;A Management Group, LLC) to allow for outdoor dining on the street. The area of the proposed closure is identified on Exhibit A.</li>   <li><b>h. License Agreement for Outdoor Dining with C&amp;A Management Group, LLC (Flagship on the Fox- 100 Riverside Ave.)</b> The license agreement with Flagship on the Fox would grant the restaurant access to Walnut Avenue for the purpose of providing an outdoor dining patio. The layout of the outdoor dining patio would be the same as 2022. The license agreement was not approved in 2023. The license would be based upon the same timeframe and fees being imposed for use of the First Street plazas (\$40 per seat for entire period).</li>   <li><b>i. Temporary License Agreement for Bus Parking and Loading Zone with STC Arcada LLC (Arcade Theatre- 101 E Main St.)</b> The license agreement with STC Arcada LLC, better known as Frontier Development, and would grant the Arcada Theatre exclusive access to parking spaces on Walnut Avenue for the purpose of providing a bus parking in for theatre events. The licensee would be subject to an annual fee of \$456.25.</li> </ul>			
<b>Attachments</b> (please list):			
Walnut Ave. Closure Resolution (Including Aerial Map – Exhibit A)			
<b>Recommendation/Suggested Action</b> (briefly explain):			
A Resolution Authorizing the Temporary Closure of Walnut Avenue from April 15, 2024 through October 31, 2024.			

**City of St. Charles, Illinois**  
**Resolution No. \_\_\_\_\_**

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

**BE IT RESOLVED**, by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the closure of a portion of Walnut Avenue from Riverside Avenue of Second Avenue as illustrated on EXHIBIT A, shall be permitted from April 15, 2024 through October 31, 2024.

**PRESENTED** to the City Council of the City of St. Charles, Illinois, this \_\_\_ day of March, 2024.

**PASSED** by the City Council of the City of St. Charles, Illinois, this \_\_\_ day of March, 2024.

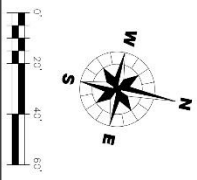
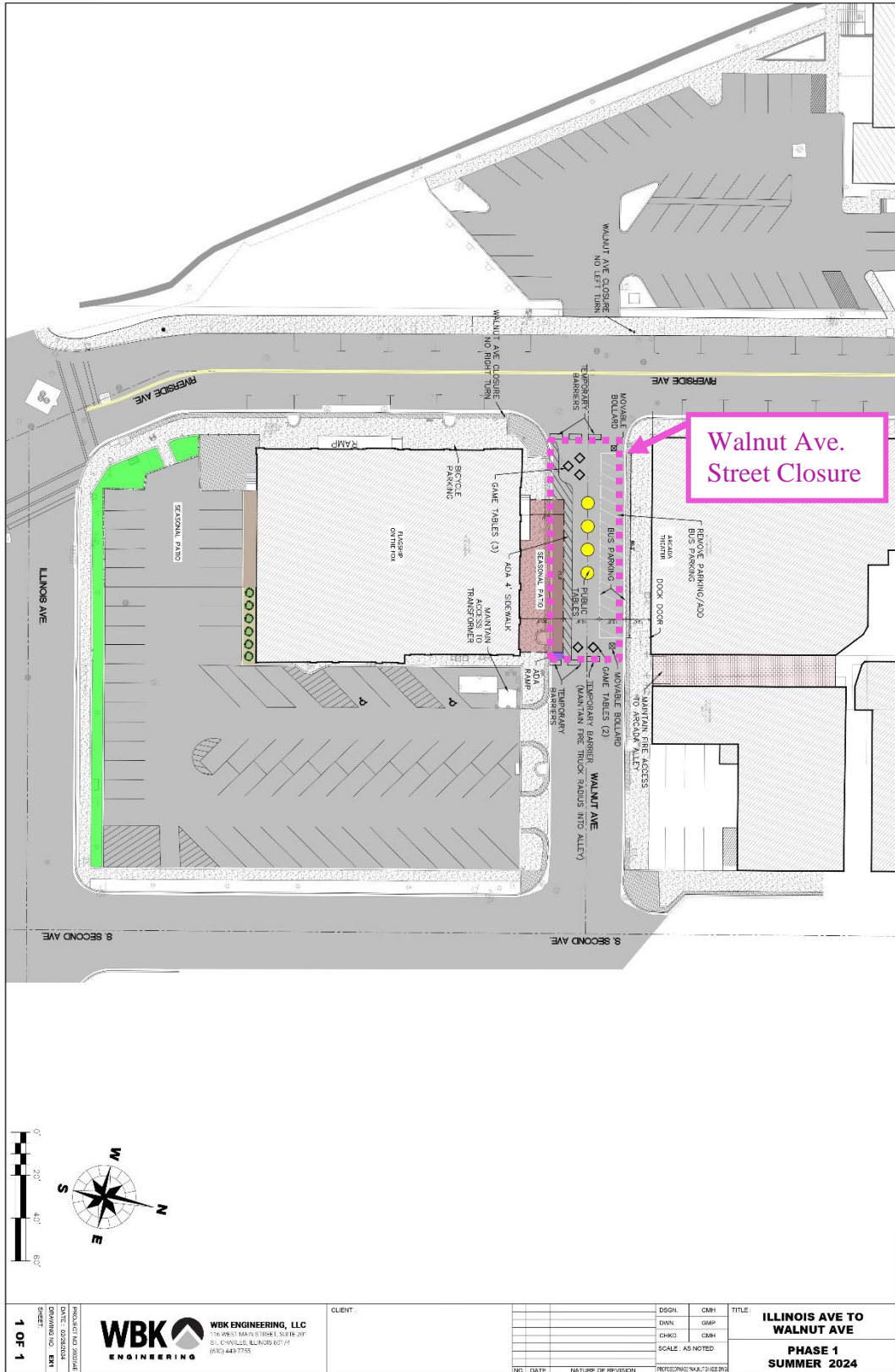
**APPROVED** by the Mayor of the City of St. Charles, Illinois, this \_\_\_ day of March, 2024.

\_\_\_\_\_  
Lora A. Vitek, Mayor


ATTEST: \_\_\_\_\_  
City Clerk

COUNCIL VOTE:  
Ayes:  
Nays:  
Absent:  
Abstain:

# EXHIBIT A



PROJECT NO. 2024-001 DATE: 08/20/2024 DRAWING NO. ENT SHEET: 1 OF 1	<b>WBK ENGINEERING, LLC</b> 16 WEST MAIN STREET, SUITE 200 ST. CHARLES, ILLINOIS 62205 (618) 443-7755	CLIENT:	DESIGN:	CMR:	TITLE:
			DOWN:	GMP:	<b>ILLINOIS AVE TO WALNUT AVE</b>
			CHECK:	CMR:	<b>PHASE 1</b>
			SCALE: AS NOTED		<b>SUMMER 2024</b>
			NO. DATE	NATURE OF REVISION	NOTED: PWA: 8/20/24

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		<b>Agenda Item number:</b> 4h
	<b>Title:</b>	A Resolution Authorizing the Mayor and City Council to Execute a Temporary License Agreement between the City of St. Charles and C&A Management	
	<b>Presenter:</b>	Derek Conley, Economic Development Director	
<b>Meeting:</b> Planning & Development Committee		<b>Date:</b> March 11, 2024	
<b>Proposed Cost:</b> \$		<b>Budgeted Amount:</b> \$	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p><b>Background:</b></p> <p>This executive summary pertains to items c. and d. as each item needs to be considered in conjunction. An aerial map has been attached to assist in explaining each item. Flagship on the Fox (100 Riverside Ave.) has expressed interest in continuing use of public space for outdoor café areas during the 2024 season. In order for the City to accommodate this request the following resolutions/agreements need to be approved:</p>			
<ul style="list-style-type: none"> <li><b>g. Temporary Closure of Walnut Avenue from April 15, 2024 through October 31, 2024</b>The temporary closure of Walnut Avenue needs to be approved before the City can enter into a subsequent agreement with Flagship on the Fox (C&amp;A Management Group, LLC) to allow for outdoor dining on the street. The area of the proposed closure is identified on Exhibit A.</li> <li><b>h. License Agreement for Outdoor Dining with C&amp;A Management Group, LLC (Flagship on the Fox- 100 Riverside Ave.)</b> The license agreement with Flagship on the Fox would grant the restaurant access to Walnut Avenue for the purpose of providing an outdoor dining patio. The layout of the outdoor dining patio would be the same as 2022. The license agreement was not approved in 2023. The license would be based upon the same timeframe and fees being imposed for use of the First Street plazas (\$40 per seat for entire period).</li> <li><b>i. Temporary License Agreement for Bus Parking and Loading Zone with STC Arcada LLC (Arcade Theatre- 101 E Main St.)</b> The license agreement with STC Arcada LLC, better known as Frontier Development, and would grant the Arcada Theatre exclusive access to parking spaces on Walnut Avenue for the purpose of providing a bus parking in for theatre events. The licensee would be subject to an annual fee of \$456.25.</li> </ul>			
<b>Attachments</b> (please list):			
Draft license agreement (Including Aerial Map – Exhibit C.)			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Recommendation to Approved A Resolution Authorizing the Mayor and City Council to Execute a Temporary License Agreement between the City of St. Charles and C&A Management			



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

**A Resolution Authorizing the Mayor and City Council to Execute a  
Temporary License Agreement between the City of St. Charles and C&A  
Management Group, LLC (Flagship on the Fox- 100 Riverside Ave.)**

**Presented & Passed by the  
City Council on \_\_\_\_\_**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk are hereby authorized to execute that certain Temporary License Agreement, in substantially the form attached hereto and incorporated herein as Exhibit "A" by and on behalf of the City of St. Chares.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of March, 2024.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of March, 2024.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of March, 2024.

\_\_\_\_\_  
Lora A. Vitek, Mayor

Attest:

\_\_\_\_\_  
City Clerk/Recording Secretary

Voice Vote:

Ayes:

Nays:

Absent:

Abstain:

**Exhibit “A”**

Temporary License Agreement between the  
City of St. Charles and C&A Management Group, LLC

## TEMPORARY LICENSE AGREEMENT

This TEMPORARY LICENSE AGREEMENT (hereinafter the "*Agreement*") is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2024, by and between the City of St. Charles, an Illinois Municipal Corporation, Kane and DuPage Counties, Illinois (hereinafter "*City*"), and C&A Management Group, LLC, an Illinois Limited Liability Corporation (hereinafter "*Licensee*"); the City and Licensee are sometimes hereinafter collectively referred to as the Parties ("*Parties*") or individually as the Party ("*Party*").

### WITNESSETH:

WHEREAS, the City does maintain, occupy, operate and use a portion of a public right-of-way known as Walnut Avenue ("*Walnut Avenue ROW*"), as depicted on Exhibit A, attached hereto and made a part hereof, which is immediately adjacent to 100 S. Riverside Avenue ("*100 S. Riverside Ave.*"), legally described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, Licensee operates the business commonly known as Flagship Brewing Company, located at 100 S. Riverside Ave. ("*Licensee Property*"), the northerly property line of which abuts a portion of the Walnut Avenue ROW; and

WHEREAS, Licensee proposes to install, operate and maintain a temporary outdoor patio area with fencing, tables and chairs ("*Outdoor Patio*"), projecting into the Walnut Avenue ROW, as illustrated on Exhibit C.

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the Parties hereto hereby stipulate, the Parties hereby agree as follows:

1. The Recitals hereinabove are hereby incorporated into and made a substantive part of this Agreement as though they were fully set forth in this Paragraph.

2. The City, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration paid to City, the receipt and sufficiency of which is hereby acknowledged, hereby grants to the Licensee, its successors, grantees and assigns, an exclusive temporary license (hereinafter the "*License*") for the purpose of installing, operating and maintaining the Outdoor Patio solely within the limited area in the Walnut Avenue ROW, in the location illustrated on the attached Exhibit C, subject to the terms, conditions and limitations herein specified together with any exhibits attached hereto and incorporated herein by reference.

3. Licensee shall submit for a permit is required under the St. Charles Municipal Code ("*Outdoor Café Permit*"), the for which under this Agreement shall be equal to a One Hundred Twenty-Five Dollar (\$125.00) application fee, plus Forty Dollars (\$40.00) per seat, as determined by the Outdoor Café Permit site plan total number of seats.

4. Licensee must install, operate and maintain the Outdoor Patio in full compliance with the permit and all conditions contained herein or attached hereto by reference.

5. The Outdoor Patio shall not in any manner be operated, modified, expanded, added to or enlarged beyond the extent of described herein and shown in Exhibit C, without the prior written consent of the City.

6. This Agreement shall commence on April 15, 2024 and expire on October 31, 2024, the date the insurance required hereunder expires, or as otherwise provided for in this Agreement, whichever comes first. This Agreement may be renewed only through the action of the City. Licensee may terminate this Agreement immediately by providing written notice to City. Except for the immediate termination in the event of an emergency, as declared by City in its sole discretion, City may terminate this Agreement at any time during the term of this Agreement by notifying Licensee of its intention, with at least three (3) business days prior written notice.

7. Licensee understands and agrees that the Outdoor Patio shall remain in good condition at all times and that the City Parking Lot shall not be compromised in any unsafe or adverse manner, at all times complying with all local codes and ordinances.

8. To the fullest extent permitted by law, Licensee hereby agrees to defend, indemnify and hold harmless the City, its officials, agents, and employee, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, specifically including but not limited to, any claim for damages caused by or to the Outdoor Patio or caused by work performed by the City, or its agents, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this Agreement by the Licensee, their agents, invitees, employees, contractors or subcontractors, or which may in anyway result therefrom, except that arising out of the sole legal cause of the City, its agents or employees, the Licensee shall, at their own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the Licensee shall, at its own expense, satisfy and discharge the same. Prior to occupancy, the Licensee shall furnish to the City a certificate of insurance evidencing coverages and limits in conformance to the requirements described herein attached Exhibit D. The insurance policy shall be expressly endorsed to include the City as an additional insured, Such certification of insurance shall require the insurer(s) to provide not less than thirty (30) days advance written notice to the City in the event of any cancellation, non-renewal or change in the policy limits, terms or conditions which would cause them to fail to meet the foregoing requirements. Such insurance shall be fully maintained during the term of the License.

9. The City shall have the right, in its sole and absolute discretion, to promulgate and enforce rules and regulations regarding the use of the Outdoor Patio to protect the health, safety and welfare of the public utilizing the Walnut Avenue ROW. The

Licensee will provide, at its expense (and the City shall have no obligation to provide or pay for), any and all improvements and/or modifications to the Outdoor Patio to comply with this provision.

10. Licensee accepts the Walnut Avenue ROW, “As-Is,” “Where-Is,” and in its current condition, and the City makes no representations concerning the condition of the Licensee Property. Licensee further understands and agrees that various third party utility, telecommunication, and T.V. cable companies, including but not limited to Commonwealth Edison, NICOR and AT&T, and their successors and assigns (“*Utility Companies*”), may have certain rights arising in the Walnut Avenue ROW, and that this Agreement does not in any way affect or diminish the rights of those Utility Companies. Licensee hereby acknowledges and agrees that the Utility Companies have no obligation or responsibility to Licensee.

11. If this Agreement is terminated under any of the provisions contained herein, Licensee shall remove the Outdoor Patio within thirty (30) days of termination. The site shall be restored to the same general condition as existed before the Outdoor Patio was installed, unless otherwise agreed to by the City. If the required work is not performed or completed to the City's satisfaction, the City shall have the right to perform or complete such work. Licensee agrees to reimburse the City for performance of such work within thirty (30) days of invoice by the City. Non-payment of invoices shall constitute a lien against the 100 S. Riverside Ave. property.

12. The Outdoor Patio when installed does not become a part of or an interest in the Walnut Avenue ROW, the air rights above and below or the underlying property. This Agreement shall not be construed to grant any interest in realty or any other possessory interest beyond the irrevocable, permanent and exclusive license to the Licensee, as provided herein.

13. Licensee is responsible for the cost of installation, maintenance, and removal of such the Outdoor Patio and is responsible for any damage caused to the Walnut Avenue ROW resulting from such installation, maintenance, and removal.

14. The terms of this Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

15. The parties acknowledge that the licensed area is part of the Walnut Avenue ROW and is currently exempt from any tax assessment for real estate or any other taxes. In the event that the Walnut Avenue ROW or any part thereof becomes subject to real estate or other taxes arising out of this License Agreement, the Licensee shall be liable for those real estate or other taxes and will pay said taxes as they become due and owing.

16. This Agreement may be enforced either at law or in equity, with the non-breaching Party entitled to injunctive relief and/or monetary damages. If any action for enforcement of this Agreement is brought, the non-prevailing Party in such action shall reimburse the prevailing Party for its attorneys' fees and related costs in such action.

17. Licensee shall not assign this Agreement or its rights and duties under this License, without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion.

18. This Agreement may be modified or amended only by a written instrument executed by the Parties, or their respective permitted successors or assigns.

19. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

Licensee:

C&A Management Group, LLC  
an Illinois Limited Liability Corporation

City:

CITY OF ST. CHARLES,  
an Illinois Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2024.

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Notary Public

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

**Exhibit A:**  
**Walnut Avenue ROW Depiction**

PART OF WALNUT AVENUE IN THE ORIGINAL TOWN OF ST. CHARLES, ON THE EAST SIDE OF THE FOX RIVER, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 10 IN SAID ORIGINAL TOWN OF ST. CHARLES; THENCE NORTH 11 DEGREES 25 MINUTES 14 SECONDS WEST ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID BLOCK 10, 35.00 FEET; THENCE NORTH 78 DEGREES 30 MINUTES 29 SECONDS EAST 100.71 FEET; THENCE SOUTH 11 DEGREES 25 MINUTES 14 SECONDS EAST 35.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID WALNUT AVENUE; THENCE SOUTH 78 DEGREES 30 MINUTES 29 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE, 100.71 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

(Commonly known as the south 35 ft. of the Walnut Ave. right-of-way, located within 100 feet east of Riverside Ave.)

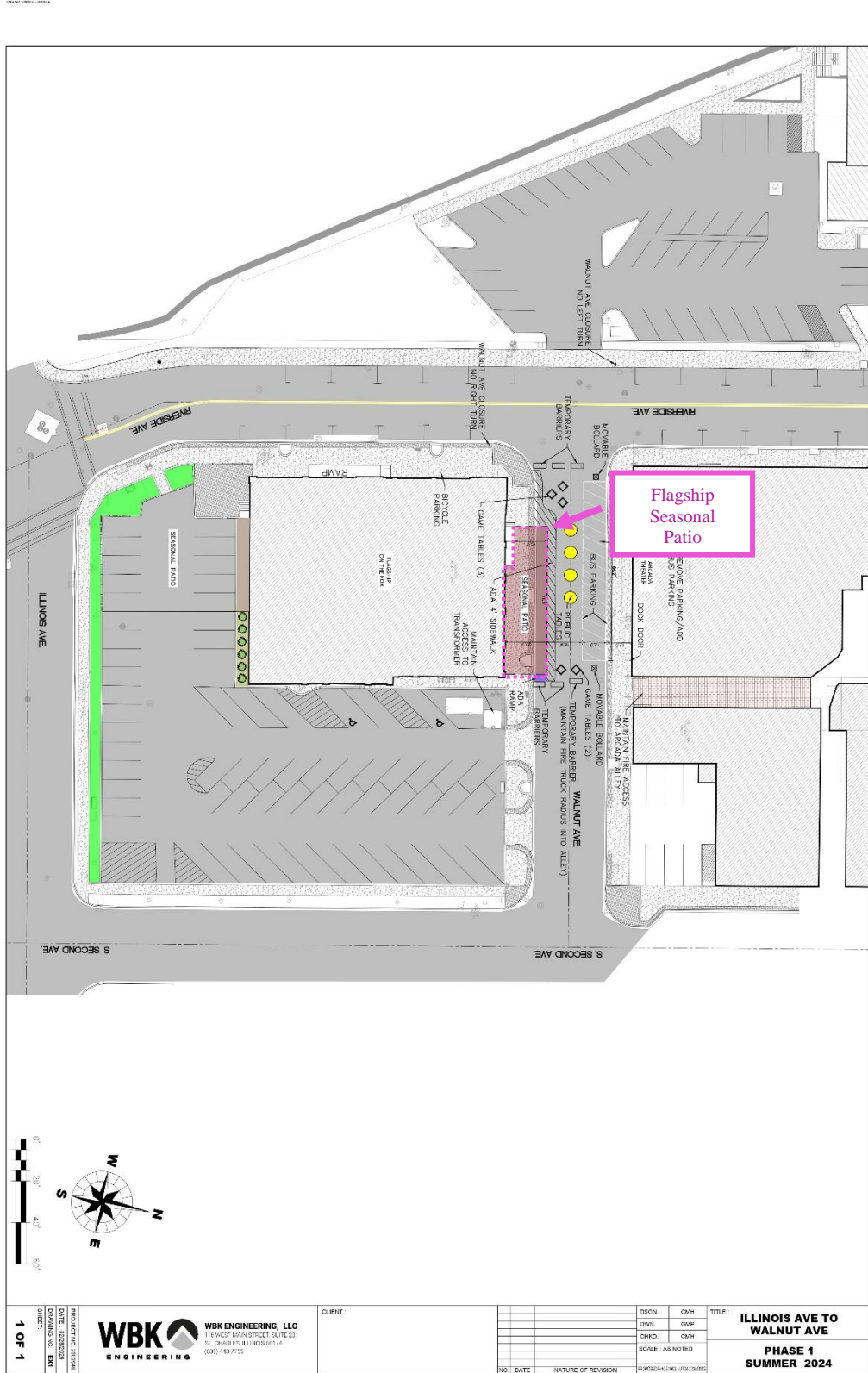


**Exhibit B:**  
**100 S Riverside Ave. Legal Description**

THE WESTERLY 1 FOOT OF THE NORTHERLY 56.62 FEET OF LOT 2 AND THE NORTHERLY 56.62 FEET OF LOT 3 AND 4 IN BLOCK 10 IN THE ORIGINAL TOWN OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PIN # 09-27-391-001

# Exhibit C: Outdoor Patio Location Boundary




<b>1 OF 1</b>	<b>WBK ENGINEERING, LLC</b> <small>11 E. WACHT MAIN STREET, SUITE 207          CHICAGO, ILLINOIS 60614          (312) 467-7755</small>	CLIENT:	DESN.	CASH.	TITLE: <b>ILLINOIS AVE TO WALNUT AVE</b>  <b>PHASE 1</b> <b>SUMMER 2024</b>
			DATE: 2/20/2024	PROJ.	
			CHD.	CM.	
			SCALE: AS NOTED		
			NO. DATE NATURE OF REVISION		

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

The applicant for an Outdoor Café Permit shall provide at its sole cost and expense, and shall maintain in effect during the entire period of the permit, insurance at a minimum in at least the following manner, or equivalent coverage determined acceptable by the City Administrator:

1. Worker's Compensation Insurance in at least the required statutory limits.
2. Comprehensive General Liability Insurance, including owner's protective liability insurance and contractual liability insurance covering claims for personal injury and property damage with limits of at least two million (\$2,000,000.00) dollars per occurrence, and two million (\$2,000,000.00) dollars for any single injury.
3. Umbrella Liability Insurance with limits of at least one million (\$1,000,000.00) dollars per occurrence.
4. Liquor Liability Coverage for any establishment serving alcohol on public property.
5. Prior to issuance of an Outdoor Café permit, the permittee shall provide the City with copies of the certificates of insurance for the required policies for each type of insurance naming the City as an additional insured party.
6. The required insurance policies shall each provide that they shall not be changed or cancelled during the life of the Outdoor Café Permit until 30 days after written notice of such change has been delivered to the City.

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		<b>Agenda Item number: 4i</b>
	<b>Title:</b>	A Resolution Authorizing the Mayor and City Council to Execute a Temporary License Agreement between the City of St. Charles and STC Arcada LLC	
	<b>Presenter:</b>	Derek Conley, Economic Development Director	
<b>Meeting:</b> Planning & Development Committee		<b>Date:</b> March 11, 2024	
<b>Proposed Cost:</b> \$		<b>Budgeted Amount:</b> \$	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p><b>Background:</b></p> <p>This executive summary pertains to items c. and d. as each item needs to be considered in conjunction. An aerial map has been attached to assist in explaining each item. Flagship on the Fox (100 Riverside Ave.) has expressed interest in continuing use of public space for outdoor café areas during the 2024 season. In order for the City to accommodate this request the following resolutions/agreements need to be approved:</p> <ul style="list-style-type: none"> <li><b>g. Temporary Closure of Walnut Avenue from April 15, 2024 through October 31, 2024</b>The temporary closure of Walnut Avenue needs to be approved before the City can enter into a subsequent agreement with Flagship on the Fox (C&amp;A Management Group, LLC) to allow for outdoor dining on the street. The area of the proposed closure is identified on Exhibit A.</li> <li><b>h. License Agreement for Outdoor Dining with C&amp;A Management Group, LLC (Flagship on the Fox- 100 Riverside Ave.)</b> The license agreement with Flagship on the Fox would grant the restaurant access to Walnut Avenue for the purpose of providing an outdoor dining patio. The layout of the outdoor dining patio would be the same as 2022. The license agreement was not approved in 2023. The license would be based upon the same timeframe and fees being imposed for use of the First Street plazas (\$40 per seat for entire period).</li> <li><b>i. Temporary License Agreement for Bus Parking and Loading Zone with STC Arcada LLC (Arcade Theatre- 101 E Main St.)</b> The license agreement with STC Arcada LLC, better known as Frontier Development, and would grant the Arcada Theatre exclusive access to parking spaces on Walnut Avenue for the purpose of providing a bus parking in for theatre events. The licensee would be subject to an annual fee of \$456.25.</li> </ul>			
<b>Attachments</b> (please list):			
Draft license agreement (Including Aerial Map – Exhibit C.)			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Recommendation to Approved A Resolution Authorizing the Mayor and City Council to Execute a Temporary License Agreement between the City of St. Charles and STC Arcada LLC			

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

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

**Presented & Passed by the  
City Council on \_\_\_\_\_**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk are hereby authorized to execute that certain Temporary License Agreement, in substantially the form attached hereto and incorporated herein as Exhibit "A" by and on behalf of the City of St. Chares.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of March, 2024.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of March, 2024.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of March, 2024.

\_\_\_\_\_  
Lora A. Vitek, Mayor

Attest:

\_\_\_\_\_  
City Clerk/Recording Secretary

Voice Vote:

Ayes:

Nays:

Absent:

Abstain:

**Exhibit "A"**  
**Temporary License Agreement between the City of St. Charles and STC Arcada  
LLC**

## **TEMPORARY LICENSE AGREEMENT**

This TEMPORARY LICENSE AGREEMENT (hereinafter the "*Agreement*") is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2024, by and between the City of St. Charles, an Illinois Municipal Corporation, Kane and DuPage Counties, Illinois (hereinafter "*City*"), and STC Arcada LLC, an Illinois Limited Liability Corporation (hereinafter "*Licensee*"); the City and Licensee are sometimes hereinafter collectively referred to as the Parties ("*Parties*") or individually as the Party ("*Party*").

### **WITNESSETH:**

WHEREAS, the City does maintain, occupy, operate and use a portion of a public right-of-way known as Walnut Avenue ("*Walnut Avenue ROW*"), as depicted on Exhibit A, attached hereto and made a part hereof, which is immediately adjacent to 101 E Main St. ("*101 E. Main St.*"), legally described in Exhibit B attached hereto and made a part hereof; and

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

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

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the Parties hereto hereby stipulate, the Parties hereby agree as follows:

1. The Recitals hereinabove are hereby incorporated into and made a substantive part of this Agreement as though they were fully set forth in this Paragraph.

2. The City, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to City, the receipt and sufficiency of which is hereby acknowledged, hereby grants to the Licensee, its successors, grantees and assigns, an exclusive temporary license (hereinafter the "*License*") for the purpose of utilizing and maintaining the Bus Parking solely within the limited area in the Walnut Avenue ROW, in the location illustrated on the attached Exhibit C, subject to the terms, conditions and limitations herein specified together with any exhibits attached hereto and incorporated herein by reference.

3. The annual fee for the License under this Agreement shall be in the amount of Four Hundred Fifty-Six and 25/100 Dollars (\$456.25), due upon execution of this

Agreement by Licensee. In the event that this Agreement does not take effect for a full calendar year, a prorated payment amount, payments during this period calculated at a daily rate of One Dollar and Twenty-Five Cents (\$1.25) for each day of the Agreement's duration.

4. Licensee must install, operate and maintain the Bus Parking in full compliance with the permit and all conditions contained herein or attached hereto by reference.

5. The Bus Parking shall not in any manner be operated, modified, expanded, added to or enlarged beyond the extent of described herein and shown in Exhibit C, without the prior written consent of the City.

6. This Agreement shall commence upon execution of this Agreement by both parties and expire on December 31, 2024, the date the insurance required hereunder expires, or as otherwise provided for in this Agreement, whichever comes first. This Agreement may be renewed only through the action of the City. Licensee may terminate this Agreement immediately by providing written notice to City. Except for the immediate termination in the event of an emergency, as declared by City in its sole discretion, City may terminate this Agreement at any time during the term of this Agreement by notifying Licensee of its intention, with at least three (3) business days prior written notice.

7. Licensee understands and agrees that the Bus Parking shall remain in good condition at all times and that the City Parking Lot shall not be compromised in any unsafe or adverse manner, at all times complying with all local codes and ordinances.

8. Licensee acknowledges and agrees that the use of the Bus Parking area is restricted solely to bus parking, for trucks involved in unloading equipment or materials, and for vehicles dropping off, picking up or waiting for entertainers for events held at the Arcada Theatre. No passenger vehicles shall be parked in the Bus Parking Area longer than three hour. Any authorized vehicle shall be identified as an Arcada Theatre vehicle via signage. No passenger vehicles unaffiliated with the Arcada Theatre shall be stopped or parked with the Bus Parking area at any time.

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

9. The Licensee acknowledges and agrees that no public parking spaces outside of the designated bus parking area shall be obstructed or marked off with cones for exclusive use by the Arcada Theatre or any other entity unless specifically and properly permitted.

10. The Licensee agrees to complete and deliver a traffic control plan to the City, which shall include traffic control measures that will be implemented, such as barricades, cones, signage, flaggers, and temporary traffic signals. These measures should



be designed to safely guide traffic around the closure, prevent unauthorized access and meet Manual on Uniform Traffic Control Devices (MUTCD) standards.

11. The Licensee acknowledges and agrees that under no circumstances shall the northern Walnut public sidewalk between Riverside and 2nd Ave be obstructed with equipment, including the permanently installed lift, except during the times of unloading. When not in use for unloading, the lift shall be retracted so that the sidewalk is passable without need to step onto, over or around the lift platform.

12. To the fullest extent permitted by law, Licensee hereby agrees to defend, indemnify and hold harmless the City, its officials, agents, and employee, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, specifically including but not limited to, any claim for damages caused by or to the Bus Parking or caused by work performed by the City, or its agents, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this Agreement by the Licensee, their agents, invitees, employees, contractors or subcontractors, or which may in anyway result therefrom, except that arising out of the sole legal cause of the City, its agents or employees, the Licensee shall, at their own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the Licensee shall, at its own expense, satisfy and discharge the same. Prior to occupancy, the Licensee shall furnish to the City a certificate of insurance evidencing coverages and limits in conformance to the requirements described herein as Exhibit D. The insurance policy shall be expressly endorsed to include the City as an additional insured, Such certification of insurance shall require the insurer(s) to provide not less than thirty (30) days advance written notice to the City in the event of any cancellation, non-renewal or change in the policy limits, terms or conditions which would cause them to fail to meet the foregoing requirements. Such insurance shall be fully maintained during the term of the License.

13. The City shall have the right, in its sole and absolute discretion, to promulgate and enforce rules and regulations regarding the use of the Bus Parking, including but not limited to the enforcement of the City Municipal Code, to protect the health, safety and welfare of the public utilizing the Walnut Avenue ROW. The Licensee will provide, at its expense (and the City shall have no obligation to provide or pay for), any and all improvements and/or modifications to the Bus Parking to comply with this provision.

14. Licensee accepts the Walnut Avenue ROW, "As-Is," "Where-Is," and in its current condition, and the City makes no representations concerning the condition of the Licensee Property. Licensee further understands and agrees that various third party utility, telecommunication, and T.V. cable companies, including but not limited to Commonwealth Edison, NICOR and AT&T, and their successors and assigns ("*Utility Companies*"), may have certain rights arising in the Walnut Avenue ROW, and that this Agreement does not in any way affect or diminish the rights of those Utility Companies.

Licensee hereby acknowledges and agrees that the Utility Companies have no obligation or responsibility to Licensee.

15. If this Agreement is terminated under any of the provisions contained herein, Licensee shall remove the Bus Parking within thirty (30) days of termination. The site shall be restored to the same general condition as existed before the Bus Parking was installed, unless otherwise agreed to by the City. If the required work is not performed or completed to the City's satisfaction, the City shall have the right to perform or complete such work. Licensee agrees to reimburse the City for performance of such work within thirty (30) days of invoice by the City. Non-payment of invoices shall constitute a lien against the 101 East Main Street property.

16. The Bus Parking when installed does not become a part of or an interest in the Walnut Avenue ROW, the air rights above and below or the underlying property. This Agreement shall not be construed to grant any interest in realty or any other possessory interest beyond the irrevocable, permanent and exclusive license to the Licensee, as provided herein.

17. Licensee is responsible for the cost of installation, maintenance, and removal of such the Bus Parking equipment and is responsible for any damage caused to the Walnut Avenue ROW resulting from such installation, maintenance, and removal.

18. The terms of this Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

19. The parties acknowledge that the licensed area is part of the Walnut Avenue ROW and is currently exempt from any tax assessment for real estate or any other taxes. In the event that the Walnut Avenue ROW or any part thereof becomes subject to real estate or other taxes arising out of this License Agreement, the Licensee shall be liable for those real estate or other taxes and will pay said taxes as they become due and owing.

20. This Agreement may be enforced either at law or in equity, with the non-breaching Party entitled to injunctive relief and/or monetary damages. If any action for enforcement of this Agreement is brought, the non-prevailing Party in such action shall reimburse the prevailing Party for its attorneys' fees and related costs in such action.

21. Licensee shall not assign this Agreement or its rights and duties under this License, without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion. This Agreement may be modified or amended only by a written instrument executed by the Parties, or their respective permitted successors or assigns.

22. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not

be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

Licensee:

STC Arcada, LLC  
an Illinois Limited Liability Corporation

City:

CITY OF ST. CHARLES,  
an Illinois Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2024.

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Notary Public

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2024.  
  
\_\_\_\_\_  
Notary Public

**Exhibit A:**  
**Walnut Avenue ROW Depiction**

PART OF WALNUT AVENUE IN THE ORIGINAL TOWN OF ST. CHARLES, ON  
THE EAST SIDE OF THE FOX RIVER, BEING DESCRIBED AS FOLLOWS:

[LEGAL TO BE INSERTED]

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

PARCEL 1:

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

PARCEL 2:

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

PARCEL 3:

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

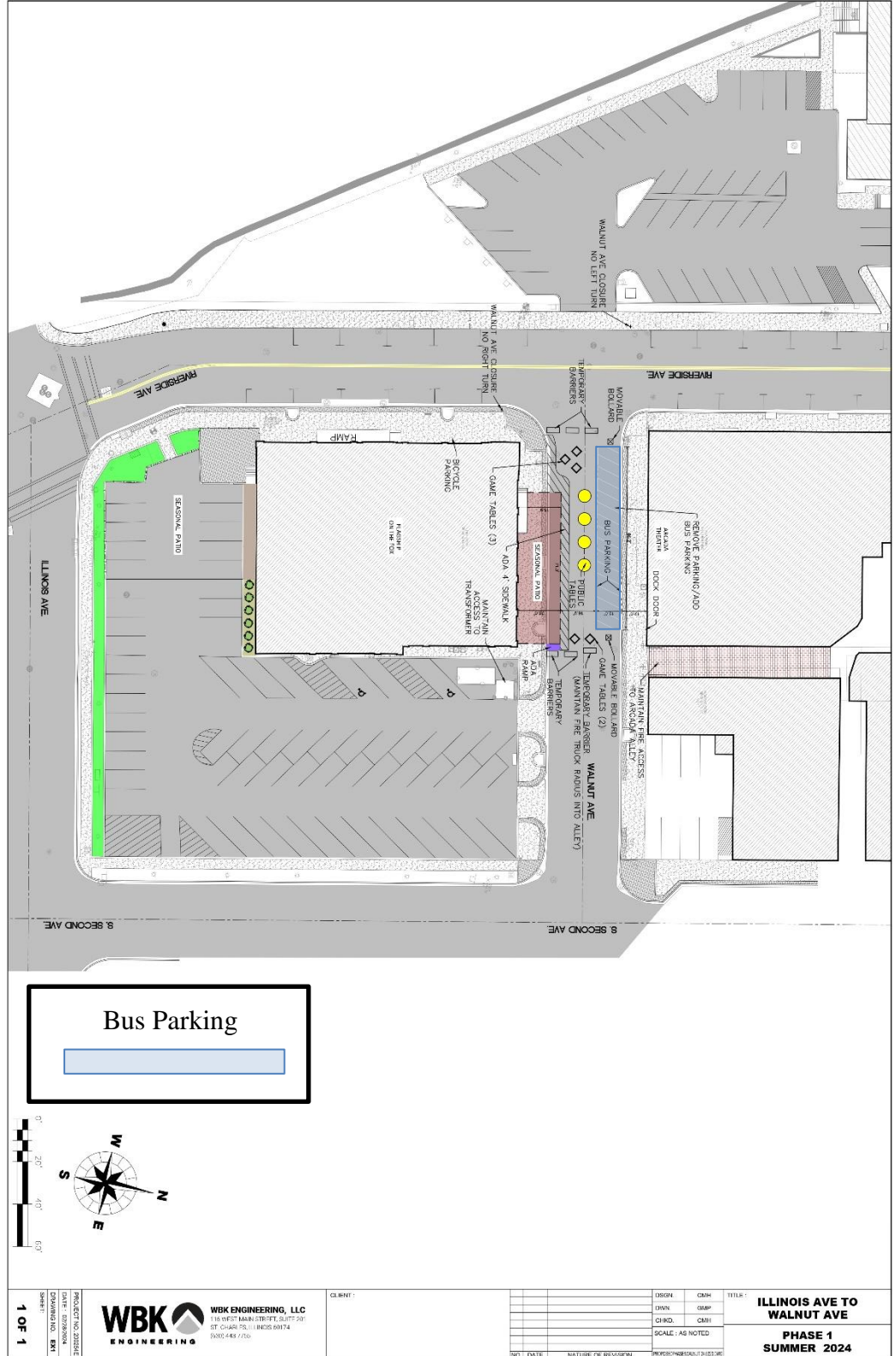
PARCEL 4:

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

PIN 09-27-389-011

Address 101 E Main St,  
St. Charles, IL 60174

## Exhibit C: Bus Parking and Loading Location Boundary





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

The applicant for an Outdoor Café Permit shall provide at its sole cost and expense, and shall maintain in effect during the entire period of the permit, insurance at a minimum in at least the following manner, or equivalent coverage determined acceptable by the City Administrator:

1. Worker's Compensation Insurance in at least the required statutory limits.
2. Comprehensive General Liability Insurance, including owner's protective liability insurance and contractual liability insurance covering claims for personal injury and property damage with limits of at least two million (\$2,000,000.00) dollars per occurrence, and two million (\$2,000,000.00) dollars for any single injury.
3. Umbrella Liability Insurance with limits of at least one million (\$1,000,000.00) dollars per occurrence.
4. Liquor Liability Coverage for any establishment serving alcohol on public property.
5. Prior to issuance of an Outdoor Café permit, the permittee shall provide the City with copies of the certificates of insurance for the required policies for each type of insurance naming the City as an additional insured party.
6. The required insurance policies shall each provide that they shall not be changed or cancelled during the life of the Outdoor Café Permit until 30 days after written notice of such change has been delivered to the City.