

AGENDA
CITY OF ST. CHARLES
PLANNING & DEVELOPMENT COMMITTEE
ALD. ED BESSNER – CHAIRMAN
MONDAY, JANUARY 14, 2019 - 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 proposal from WBK Engineering for First Street East Plaza and Riverwalk design engineering services.
- b. Presentation of the 2018 St. Charles Housing Affordability Analysis.
- c. Plan Commission recommendation to approve a General Amendment to Title 17 of the St. Charles Municipal Code (Zoning Ordinance) pertaining to site landscaping requirements.
- d. Plan Commission recommendation to approve a General Amendment to Title 17 of the St. Charles Municipal Code (Zoning Ordinance) pertaining to the definition of Pet Care Facilities, Arbor/Trellis and Pergola, and limitations on lighting.

5. FIRE DEPARTMENT

- a. Recommendation to Waive the Formal Bid Procedure, Authorize a Budget Addition, and Approve a Contract with GeoStar Mechanical for Duct Replacement at Fire Stations #2 and #3 in an amount not to exceed \$115,406.

6. ADDITIONAL BUSINESS

7. EXECUTIVE SESSION

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

8. ADDITIONAL ITEMS FROM MAYOR, COUNCIL, STAFF OR CITIZENS.

9. 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. Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4a

Title:

Recommendation to approve a proposal from WBK Engineering for First Street East Plaza and Riverwalk design engineering services.

Presenter:

Russell Colby

Meeting: Planning & Development Committee

Date: January 14, 2019

Proposed Cost: \$47,175
(plus \$7,779 for alternate if project is publicly bid)

Budgeted Amount: \$71,273

Not Budgeted:

Executive Summary (if not budgeted please explain):

Conceptual plans for the First Street project East Plaza and Riverwalk were presented to the Planning & Development Committee in November 2018. Per the Redevelopment Agreement (RDA) with the developer, First Street Development II, LLC, the City is obligated to complete the East Plaza and Riverwalk improvements upon completion of Building #2 in 2019. The project is budgeted for construction in the current fiscal year.

Proposal for Final Engineering Plans

Staff has obtained a proposal from WBK Engineering for design engineering services for the project. WBK has previously provided engineering services for the completed streetscape and Riverwalk improvements in Phase 3. WBK is familiar with the project and site conditions and has the necessary base information to successfully complete the plans within the timeframe required by the RDA.

Redevelopment Agreement

The WBK proposal identifies an alternate for additional services if the project is publicly bid at an additional cost of \$7,779.

Per the RDA, the completed sections of streetscape and Riverwalk, and the remaining uncompleted streetscape along Building #2, are “developer optional improvements”, meaning the developer has the option to construct these improvements per a plan prepared and approved by the City, within the estimated cost outlined in the RDA. The East Plaza/Riverwalk project was excluded from the “developer optional improvements” in the 2015 RDA due to the uncertainty of the timing for the project completion.

The developer has previously constructed each of the “developer optional improvements” in Phase 3 within the budgeted amounts. The developer utilized many of the same contractors engaged on construction of the buildings and was able to smoothly coordinate the construction timing so that the streetscape/Riverwalk projects were completed as required for access to the buildings.

The downtown environment and the unique site conditions add complexity to the project. Staff has found that having the developer engaged in the streetscape/Riverwalk project provides efficiency to respond to issues or incorporate adjustments during the construction process.

Staff has confirmed that the developer has an interest in completing the East Plaza/Riverwalk project. If the Committee would support adding the project to the “developer optional improvements”, an amendment to the RDA would be required. Staff would bring forward an amendment if directed by the Committee.

Attachments (please list):

Proposal from WBK Engineering

Recommendation/Suggested Action (briefly explain):

- Provide feedback on amending the RDA to add the project as a “developer optional improvement”.
- Recommendation to approve a proposal from WBK Engineering for First Street East Plaza and Riverwalk design engineering services.

PROJECT PROPOSAL

Riverwalk – Building 3 Site | St. Charles, IL



January 7, 2019

Mr. Russell Colby
City of St. Charles
2 East Main Street
St. Charles, IL 60174

**Subject: Proposal for Professional Engineering Services
St. Charles Riverwalk - East Plaza**

Dear Mr. Colby:

WBK Engineering, LLC (WBK) is pleased to provide this proposal to the City of St. Charles for professional engineering services for the St. Charles Riverwalk East Plaza streetscape improvements. WBK looks forward to the opportunity to assist the City of St. Charles on the design engineering and final engineering plan preparation for this project. Included below is our understanding of the assignment, scope of services, project assumptions, and estimate of fee.

UNDERSTANDING OF THE ASSIGNMENT

The last of three buildings (Building No. 2) of Phase 3 the First Street development is presently under construction. The site is generally located between Main and Illinois Streets and between the Fox River and First Street. The completion of Building No. 2 will require the construction of adjacent site improvements on three sides of the building. This includes the riverwalk on the east side of the building, the East Plaza on the north side of the building and the First Street streetscape on the west side north of the building. The streetscape on the west side of the building is not included in this scope because final engineering has previously been completed. The lower level of the riverwalk adjacent to Phase 3 is included in the scope of the East Plaza project. All work will be performed within ROW, on City owned parcels or within existing easements. Construction of the plaza is expected to be within the north property line of the City owned parcel. Based on the current concept plan a boundary survey for the north property line of the City owned parcel is not deemed necessary.

The site and streetscape improvements may include the following elements: concrete sidewalk, brick paver areas, concrete retaining wall modifications to accommodate lower level riverwalk access, pedestrian lighting, ornamental trees and ground plantings and pedestrian railings. Utility improvements are primarily limited to electric facilities, irrigation conduits and minor drainage utility improvements. Major utility adjustments or relocations are not anticipated for the project. An electric transformer is anticipated to be located within the limits of the project and reasonable access is part of the design constraints. Prior design efforts both along the riverwalk as well as First Street will be utilized in the final design to the extent they are applicable. A survey of the area has been completed and will be utilized for this design effort. The concept plan dated 12-21-2018 (attached) is the basis for this proposal and scope. Due to work within the floodplain and floodway a City of St. Charles Stormwater Management permit as well as IDNR floodway construction permit will be required. It is assumed all work is above the ordinary high water elevation and therefore a United

WBK Engineering, LLC
WBKEngineering.com



Part of the Mno-Bmadsen Family

St. Charles Office
116 West Main Street, Suite 201
St. Charles, IL 60174
630.443.7755

Aurora Office
8 East Galena Boulevard, Suite 402
Aurora, IL 60506
630.701.2245

States Army Corps of Engineers permit will not be required. The area of disturbance is assumed to be less than 1 acre and an NPDES NOI is not required. It is anticipated that construction will occur in year 2019.

SCOPE OF SERVICES

EARLY COORDINATION AND DATA COLLECTION

WBK will perform a review of existing data including engineering plans, concepts and surveys prior to the project initiation meeting to get familiar with existing data to be used in preparation of the final construction plans. A field walk of the project site will be made to familiarize the design team with the context of the project and to identify site constraints and opportunities, topographic data and existing conditions.

Deliverable: A photo log of existing conditions during the field walk will be created. WBK will send a summary e-mail of any significant findings and provide the photo log at the completion of the project.

UTILITY COORDINATION

WBK will endeavor to locate and depict all known utilities within the project limits. We will coordinate with St. Charles utilities directly or through our Public Works contact for the City. All known and identified utilities will be incorporated into the final design documents. We will coordinate final plans with private utilities including introduction letters, project location map and engineering plans.

Deliverable: On-going coordination will occur during the final design phase. A summary e-mail of any utility conflicts or concerns will be sent to City staff during the final design phase.

FINAL ENGINEERING PLANS

WBK will prepare final engineering plans for the proposed streetscape, plaza, riverwalk and site improvements based on the concept plan previously developed for the project and attached hereto. The plans will include areas within the limits noted herein. The final engineering plan set is anticipated to include:

<u>SHEET</u>	<u>NO. OF SHEETS</u>
<u>CIVIL PLANS</u>	
1. Title, Index of Sheets,	1
2. Summary of Quantities, General Notes and Benchmarks	1
3. Specifications	2
4. Existing Conditions & Removals	2
5. Geometric Plan	2
6. Grading and Paving Plan	2
7. Utility Plan (including Lighting)	2
8. SESC Plan	2
9. Construction and SESC details	4
10. Landscape Plans and Details	4
<u>STRUCTURAL PLANS</u>	
11. Retaining Wall Plan, sections and Wall Railing	3
TOTAL	25

As part of this task WBK will prepare structural evaluation of retaining wall modifications or proposed retaining walls as necessary at the east plaza stairway location. These calculations will undergo an internal review and QC check prior to finalization of construction documents.

WBK will coordinate with the City of St. Charles Electric Department regarding the proposed site lighting and will include lighting locations, conduit layout and lighting details in the plans as directed by the City. The location of the electric transformer as well as primary and secondary duct and conduit routes will be depicted. Lighting design including cable, controller and photometric analysis are not included in this scope of work.

Irrigation sleeves will be provided from Building 2 service location to landscape areas and planters within the project limits. Irrigation piping, controls, spray head layout and final specification will be considered part of the pay item for irrigation system installation. WBK will coordinate with City Public Works similar to previous streetscape projects on First Street.

Included in this task is time to coordinate, assemble & submit Pre-Final and Final Plan Sets (two submittals) for City review and comment. All comments will be reviewed, discussed as necessary and resolved prior to completion of construction documents.

Deliverable: We will provide a pre-final for staff review as well as a 100% complete final engineering plan set for developer pricing purposes. These plans will be provided in pdf format. Hard copies can be printed as a supplemental service or coordinated with the City's printer.

QUANTITY CALCULATIONS

WBK will perform all civil quantities generally in accordance with IDOT standard pay items. Quantities will be utilized for preparation of the opinion of probable cost and will be listed in the plans. Any and all retaining wall work will be bid as a lump sum item and individual wall quantities will not be provided. Quantities will be reviewed by a qualified professional engineer.

Deliverable: Quantities will be provided as part of the final engineering plan sets noted herein.

SPECIFICATIONS

Technical construction specifications will be based upon the "Standard Specifications for Road and Bridge Construction," latest edition adopted by the Illinois Department of Transportation and other engineering standards as appropriate. Required specifications will be included in the final engineering plans. A separate 8 ½" x 11" bidding and specification document will not be included in the basic scope of services project. Specifications will be reviewed by a qualified professional engineer.

Deliverable: Specifications will be provided as part of the final engineering plan sets noted herein.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

WBK will prepare a Preliminary Engineer's Opinion of Probable Cost for the final 100% complete construction documents. We will utilize the IDOT database for unit prices as well as our experience with similar local projects. The estimate of project cost will be reviewed by a qualified professional engineer.

Deliverable: The Engineer's Opinion of Cost will be provided as a separate document in pdf format.

PERMITTING

Based on the location of existing floodplain and floodway we believe a St. Charles Stormwater Management permit as well as a floodway permit from the Illinois Department of Natural Resources (IDNR) is required. However, due to prior permitting of work within the floodway for this project the extent of permit requirements and effort to procure permits is uncertain. We have provided a budget to coordinate with City staff and determine the extent of permits required from IDNR. Permits from the United States Army Corps of Engineers is not anticipated at this time. Once permit requirements from IDNR are identified a supplemental effort and scope may be required.

Deliverable: A summary memo of permit requirements.

MEETINGS AND COORDINATION

We will facilitate and attend meetings as required by the project and requested by the City. Tasks include preparation of an agenda and documentation of major discussion items and conclusions. In an effort to define a reasonable budget the following meetings are included:

- City plan coordination meetings (2 meetings)
- Developer coordination meeting (1 meetings)

Meeting attendance, facilitation and documentation beyond those listed herein can be performed as an additional service to the current scope.

Deliverable: Meeting agendas and meeting minutes.

ALTERNATE - PUBLIC BID - PROJECT DOCUMENTS

Prior streetscape and riverwalk projects have been constructed through a redevelopment agreement and have not been subject of a public bid process. Accordingly, the final engineering design effort considered the flexibility that the redevelopment agreement provided. The public bid process will require the some additional effort relative to plans specifications and coordination of the bid process.

WBK will review and revise engineering plans and prepare a project bid document including bid notice, bidder information, proposal and contract forms, bond forms, general and supplemental conditions. Technical specifications are assumed to be included within the plan set and will be amended or appended as necessary. WBK will utilize prior "front end" documents used by the City on other projects or as provided by the City. We will assist City staff with responding to contractor questions during the bid process. We will attend the bid opening and provide a bid tabulation for the City. We will evaluate all bids and follow up on contractor references as necessary.

PROJECT ASSUMPTIONS

In preparing this proposal, we have attempted to provide you with a scope of engineering services to meet the needs the City. In doing so, we have made some assumptions which will need to be verified during the engineering and design process. Any findings which are not consistent with our assumptions may affect the engineering budget for this project. We will thoroughly discuss any such findings with you and discuss any budget revisions prior to proceeding. Our assumptions are as follows:

- CCDD, hazardous materials and special waste evaluations including environmental assessment, mitigation, clean-up and permitting services are not included. The City has an environmental consultant who has historic information of the site and will advise how bid documents are to be structured.
- Boundary survey work is not included in the proposal.
- There will be no proposed or required modifications to First Street.
- A geotechnical borings and analysis is not included in this proposal.
- That a Maintenance of Traffic plan will not be required for the project. Traffic control requirements will be provided using IDOT Standard Traffic Control details and will consist of possible daily lane closures.
- Construction Observation or support of construction activities is not included in the scope of this agreement.
- A pre-bid meeting is not necessary nor included in the scope of services.
- Reimbursable expenses for printing bid sets is not included as it is anticipated the City will issue construction documents as required for the project.
- Fountains, pergolas, trellises and pavilion type structures are not included in the scope of the project at this time.

ESTIMATE OF FEES

i Due to the nature of the tasks listed in the above Scope of Basic Services, we have provided time and material budgets. The actual amount invoiced will be based on the level of effort required to accomplish the task, but we will not exceed the budget without your prior approval. Our estimated fees are based on the entire Scope of Basic Services being awarded to us. In general, individual tasks cannot be broken out and awarded separately.

Task #	Task Name	Fee
Task 1	Early Coordination and Data Collection	\$1,734
Task 2	Utility Coordination	\$1,218
Task 3	Final Engineering Plans	\$33,404
Task 4	Quantity Calculations	\$2,822
Task 5	Engineer’s Opinion of Probable Construction Cost	\$1,640
Task 6	Permitting	\$4,669
Task 7	Meetings and Coordination	\$1,688
	TOTAL	\$47,175
Alternate	Project Construction Documents and Bid Assistance	\$7,779

We propose an hourly Not to Exceed contract amount for the Total value listed above. If accepted, we will bill you monthly based on the attached Schedule of Charges. We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services. We reserve the right to increase our fees by five percent (5%) on December 31st of each calendar year.

If this proposal is acceptable, please return one (1) signed copy to us for our files to serve as a notice to proceed. Thank you for the opportunity to provide service to the City of St. Charles. If you have any questions, please do not hesitate to call.

Sincerely,

Greg Chismark
Municipal Practice Principal

Encl: 2019 Schedule of Charges
General Terms and Conditions for City of St. Charles

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS & CONDITIONS ACCEPTED FOR CITY OF ST. CHARLES:

BY: _____

TITLE: _____

DATE: _____



Route
 Local Agency
 Section
 Project
 Job No.
 Existing Structu

Description						Engineer VI	Engineer III	Engineer II	Engineering Technician III	ERS III	
1	Early Coordination and Data Collection										
	1.1	Review Existing Data (Field Walk)				2	2	4			
	1.2	Supplemental Survey					2		4		
SUB-TOTAL						14.0	2.0	4.0	4.0	4.0	
PERCENT							14%	29%	29%		
2	Utility Coordination										
	2.1	STC Utility Coord					2	8			
	2.2	Send final plans to utilities						2			
SUB-TOTAL						12.0	2.0	10.0			
PERCENT							17%	83%			
3	Engineering Plans										
	3.1	Final Engineering Plans				Sht.	Hrs/Sht.	Total	Chk.		
		Title Sheet				1	5	5	4		
		Summary of quantities, State Standards & General Notes				1	10	10	8		
		Specifications				2	10	20	24	2	14
		Prepare Base Sheet from Survey Data					12				
		Existing Conditions and Removals				2	15	30	24	8	16
		Geometric Plan				2	10	20	36	4	8
		Grading and Paving Plan				2	12	24	36	4	8
		Utility Plan (Includes lighting)				2	15	30	28	8	20
		SESC Plan				2	15	30	14	2	12
		Construction and SESC Details				4	10	40	24		24
		Landscape Plan and Details				4	10	40	40	4	18
		Retaining Wall Plans and Details				3	12	36	36	32	4
		Total Civil Sheets				25		285	274		
	3.2	Coordinate, Assemble & Submit Pre-Final and Final Plan Sets (Two Submittals)								2	4
	3.3	QA Review								4	8
SUB-TOTAL						306.0	14.0	90.0	174.0	8.0	20.0
PERCENT							5%	29%	57%	3%	7%
4	Quantity Calculations					Chk.					
	4.1	Quantities Computations				20			4	16	
	4.2	QA Review				6			2	4	
SUB-TOTAL						26.0	2.0	4.0	20.0		
PERCENT							8%	15%	77%		
	5.1	Project construction documents for public bid				40			4	16	12
	5.2	QA Review				14			2	4	8
	5.3	Bid Assistance									
		Contractor Questions				4			2	2	
		Bid Open and Tab				4			2	2	
		Bid Evaluation							1	2	
SUB-TOTAL						65.0	9.0	26.0	22.0		8.0
PERCENT							14%	40%	34%		12%

Route
 Local Agency
 Section
 Project
 Job No.
 Existing Structu

Description		Engineer VI	Engineer III	Engineer II	Engineering Technician III	ERS III
5	Cost Estimates					
6.1	Prepare Engineer's Opinion of Probable Cost	2	4	4		
6.2	QA Review	2				
SUB-TOTAL		12.0	4.0	4.0	4.0	
PERCENT		33%	33%	33%		
6	Permitting					
7.1	Review prior permits and meeting with City	2	8			
7.2	Concept permit submittal and correspondence to IDNR	2	4	8		
7.3	Meeting with IDNR	2	4	4		
7.4	Summary Memo	1	2			
SUB-TOTAL		37.0	7.0	18.0	12.0	
PERCENT		19%	49%	32%		
7	Meetings And Coordination					
7.1	Attend Plan Coordination Meetings with the City of St. Charles (2 meetings - 2 pers @ 2 hrs. each mtg.)	1	4	4		
7.2	Attend Plan Coordination Meeting with Developer (1 meeting - 2 pers @ 2 hrs. each meeting)	1	2	2		
SUB-TOTAL		14.0	2.0	6.0	6.0	
PERCENT		14%	43%	43%		
TOTALS		486.0	40.0	154.0	252.0	28.0
PERCENT		8%	32%	52%	2%	6%

PHASE II ENGINEERING SERVICES
First Street East Plaza Final Engineering
First Street Redevelopment

Route 0
 Local Agency City of St. Charles
 Section 0
 Project 0
 Job No. 0
 Existing Structure No. 0

Method of Compensation:
 Standard Hourly Rate

*Firm's **approved rates** on file with IDOT's
 Bureau of Accounting and Auditing:

Complexity Factor (R) 0.0
 Calendar Days 540

Date: 1/7/2019

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Hourly Rate	(MH) x Hourly Rate	Services by Others	In-House Direct Costs (IHDC)	Total
1	Early Coordination and Data Collection				\$ -	\$ -	\$0.00
	Engineer VI	2.0	\$193.00	\$386.00			\$386.00
	Engineer III	4.0	\$119.00	\$476.00			\$476.00
	Engineer II	4.0	\$98.00	\$392.00			\$392.00
	Engineering Technician III	4.0	\$120.00	\$480.00			\$480.00
2	Utility Coordination				\$ -	\$0.00	\$0.00
	Engineer III	2.0	\$119.00	\$238.00			\$238.00
	Engineer II	10.0	\$98.00	\$980.00			\$980.00
3	Engineering Plans				\$ -	\$ -	\$0.00
	Engineer VI	14.0	\$193.00	\$2,702.00			\$2,702.00
	Engineer III	90.0	\$119.00	\$10,710.00			\$10,710.00
	Engineer II	174.0	\$98.00	\$17,052.00			\$17,052.00
	Engineering Technician III	8.0	\$120.00	\$960.00			\$960.00
	ERS III	20.0	\$99.00	\$1,980.00			\$1,980.00
4	Quantity Calculations				\$ -	\$0.00	\$0.00
	Engineer VI	2.0	\$193.00	\$386.00			\$386.00
	Engineer III	4.0	\$119.00	\$476.00			\$476.00
	Engineer II	20.0	\$98.00	\$1,960.00			\$1,960.00
Alt	Project Bid Documents				\$ -	\$ -	\$0.00
	Engineer VI	9.0	\$193.00	\$1,737.00			\$1,737.00
	Engineer III	26.0	\$119.00	\$3,094.00			\$3,094.00
	Engineer II	22.0	\$98.00	\$2,156.00			\$2,156.00
	ERS III	8.0	\$99.00	\$792.00			\$792.00
5	Cost Estimates				\$ -	\$ -	\$0.00
	Engineer VI	4.0	\$193.00	\$772.00			\$772.00
	Engineer III	4.0	\$119.00	\$476.00			\$476.00
	Engineer II	4.0	\$98.00	\$392.00			\$392.00
6	Permitting				\$ -	\$ -	\$0.00
	Engineer VI	7.0	\$193.00	\$1,351.00			\$1,351.00
	Engineer III	18.0	\$119.00	\$2,142.00			\$2,142.00
	Engineer II	12.0	\$98.00	\$1,176.00			\$1,176.00
7	Meetings And Coordination				\$ -	\$ -	\$0.00
	Engineer VI	2.0	\$193.00	\$386.00			\$386.00
	Engineer III	6.0	\$119.00	\$714.00			\$714.00
	Engineer II	6.0	\$98.00	\$588.00			\$588.00
Totals		486.0		\$ 54,954.00	\$ -	\$ -	\$ 54,954.00

Route 0
 Local Agency 0
 Section 0
 Project 0
 Job No. 0

**First Street East Plaza Final Engineering
 City of St. Charles
 PHASE II ENGINEERING SERVICES**

Escalation Factor **1.000**

Description	2019	Adjusted Rate
Engineer VI	\$ 193.00	\$ 193.00
Engineer V	\$ 171.00	\$ 171.00
Engineer IV	\$ 144.00	\$ 144.00
Engineer III	\$ 119.00	\$ 119.00
Engineer II	\$ 98.00	\$ 98.00
Engineer I	\$ 87.00	\$ 87.00
Engineering Technician IV	\$ 141.00	\$ 141.00
Engineering Technician III	\$ 120.00	\$ 120.00
Engineering Technician II	\$ 97.00	\$ 97.00
Engineering Technician I	\$ 81.00	\$ 81.00
Senior Scientist	\$ 180.00	\$ 180.00
ERS IV	\$ 125.00	\$ 125.00
ERS III	\$ 99.00	\$ 99.00
ERS II	\$ 90.00	\$ 90.00
ERS I	\$ 78.00	\$ 78.00
Urban Planner VI	\$ 188.00	\$ 188.00
Urban Planner V	\$ 153.00	\$ 153.00
Urban Planner IV	\$ 129.00	\$ 129.00
Urban Planner III	\$ 102.00	\$ 102.00
Urban Planner II	\$ 88.00	\$ 88.00
Professional Land Surveyor	\$ 133.00	\$ 133.00
Intern	\$ 46.00	\$ 46.00
Office Professional	\$ 64.00	\$ 64.00
TBD		\$ -

WBK ENGINEERING, LLC
GENERAL TERMS AND CONDITIONS
MODIFIED FOR CITY OF ST. CHARLES
February 17, 2016

1. Relationship Between Engineer and Client: WILLIS BURKE KELSEY ASSOCIATES, LTD. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall

immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In

the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance with Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against

Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Affirmative Action: The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:

It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.

All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

11. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of Engineer's insurance coverage from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer up to amount of Client's insurance coverage, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether

based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

12. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
13. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

14. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

15. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
16. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
17. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
18. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
19. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
20. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
21. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.
22. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
23. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof

shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

24. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the limits of Engineer's insurance coverage as applicable. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
25. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

26. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
27. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs: In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the

Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services: If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

28. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

29. **Job Site Safety/Supervision & Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall

have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

30. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents

and persons or entities awarded separate contracts administered under the Client's own forces.

31. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4b

Title:

Presentation of the 2018 St. Charles Housing Affordability Analysis

Presenter:

Ellen Johnson

Meeting: Planning & Development Committee

Date: January 14, 2019

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted:

Executive Summary (if not budgeted please explain):

Staff completed the annual Housing Affordability Analysis this past fall. This analysis has been conducted since 2009 to track St. Charles' housing affordability status. The State's Affordable Housing Planning and Appeal Act requires communities to have a housing stock comprised of at least 10% affordable units. A community is exempt from AHPAA if they are above 10% affordable and non-exempt if they are below 10% affordable. Non-exempt communities must submit an affordable housing plan to IHDA and are subject to appeals from affordable housing developers who feel they have been treated unfairly by the municipality.

Staff's 2018 Finding:

Staff has found that **23.7%** of St. Charles' housing stock is affordable, based on data from calendar year 2017. This is an increase from last years' finding of 22.3%.

IHDA's 2018 Finding:

In December of 2018, IHDA released an updated listing of each community's affordable housing share. This is the first update since 2013. IHDA has found St. Charles to be at **17.1%** affordable, up from 11.2% in 2013. St. Charles remains exempt from AHPAA.

2019 Inclusionary Housing Fee:

The Fee In-lieu of providing affordable units required under the City's Inclusionary Housing Ordinance can be set on an annual basis at the City Council's discretion. In light of the affordable housing share findings for 2018, staff is seeking direction from the Committee on whether there is interest in setting a new Fee In-lieu for 2019. Options for the 2019 fee include:

1. Keep the current fee of **\$36,409.75** (calculated as the cost of a 25% downpayment for one affordable unit priced at \$145,639 (affordable home price for St. Charles set in IHDA's 2013 AHPAA Report).
2. Keep the current methodology for establishing the fee, but recalculate the fee based on the new affordable home price for St. Charles set in IHDA's 2018 AHPAA Report, which is \$158,663. The calculation and resulting fee would be as follows: $\$158,663 \times .25 = \mathbf{\$39,665.75}$
3. Choose a new fee.

The Housing Commission discussed the AHPAA findings and the 2019 Fee In-lieu at their meeting on 1/10/19. They recommended setting the fee at \$39,665.75 to reflect the updated affordable home price.

Attachments (please list):

Staff Memo, 2018 St. Charles Housing Affordability Analysis, AHPAA Affordable Housing Share Comparison of Neighboring Communities, Summary of IHO Fee History

Recommendation

Provide direction on the 2019 Inclusionary Housing Fee.

Community & Economic Development
Planning Division

Phone: (630) 377-4443

Fax: (630) 377-4062



Staff Memo

TO: Chairman Ed Bessner
And the Members of the Planning & Development Committee

FROM: Ellen Johnson, Planner

RE: 2018 Affordability Analysis & IHDA's 2018 Determination of St. Charles' Affordable Housing Share

DATE: January 8, 2019

I. BACKGROUND

The Affordable Housing Planning and Appeals Act (AHPAA) was adopted by the State of Illinois in 2003. AHPAA classifies communities with a housing stock that is less than 10% affordable as "Non-Exempt Local Governments". These communities must submit an Affordable Housing Plan to the Illinois Housing Development Authority (IHDA) and are subject to appeals from affordable housing developers who feel they have been treated unfairly by the municipality. Communities with a housing stock over 10% affordable are considered exempt from AHPAA; they do not need to submit an Affordable Housing Plan and are not subject to developer appeals.

IHDA does not calculate each community's affordable housing share on an annual basis. Beginning in 2009 and most years thereafter, staff has performed an annual Affordability Analysis in order to track St. Charles' affordable housing situation. Staff has prepared the 2018 Affordability Analysis (see report attached). Staff has determined that **23.7%** of housing units in St. Charles are considered affordable, up from 22.3% in 2017.

In December of 2018, IHDA issued its 2018 Report on Statewide Local Government Affordability. This report provides the official affordable housing share for each municipality in Illinois, the first update since 2013. The findings are used to identify communities which are Non-Exempt from the Affordable Housing Planning & Appeals Act (AHPAA).

IHDA's 2018 finding for St. Charles is **17.1%** affordable, up from 11.2% in 2013. St. Charles remains exempt from AHPAA. The table below lists the past and current findings for St. Charles.

	2004	2013	2018
IHDA's Findings – St. Charles' Affordable Housing Share	16.3%	11.2%	17.1%

The complete report from IHDA can be accessed their website: <https://www.ihda.org/wp-content/uploads/2015/07/2018-Statewide-AHPAA-List.pdf>

II. CALCULATIONS

“Affordable Housing” is defined as housing that has a sales price or rental amount that is within the means of a household with an income at or below 80% of the Area Median Income (AMI) for owner-occupied units and at or below 60% AMI for rental units, based on household size. To be considered affordable, housing costs cannot exceed 30% of gross annual household income.

1. City Staff's Calculations & Findings

Staff utilized the same methodology for calculating the affordable housing share as has been used since 2009. This methodology was derived from the IHDA's 2004 Report on Affordable Housing Planning and Appeals Act.

Staff's methodology is detailed in the 2018 Affordability Analysis (see report attached).

Staff's findings are as follows:

	Total Units	Affordable Units	Affordable Housing Share
Owner-Occupied Units	9,705	2,718	28%
Rental Units	4,204	575	13.7%
TOTAL	13,909	3,293	23.7%

2. IHDA's Calculations & Findings

In 2013, IHDA changed their methodology for determining each community's affordable housing share. This has caused discrepancies between staff's and IHDA's findings (see Section III).

IHDA's methodology is detailed below:

Owner-Occupied Units

The following table details IHDA's calculation of the affordable owner-occupied home price for St. Charles:

Median Household Income – Chicago MSA	\$63,327
80% of AMI	\$50,662
30% of the Annual Income	\$15,199
Affordable Monthly Payment	\$1,267

Median Real Estate Taxes per Month ¹	\$580
Affordable Monthly Payment – Taxes (\$1,267-\$580)	\$687
Present Value (3.98% interest rate)	\$144,239
10% Down Payment	\$14,424
Affordable Home Price	\$158,663

Rental Units

The table below shows IHDA’s calculation of the affordable monthly rent for St. Charles:

Median Household Income – Chicago MSA	\$63,327
60% of AMI	\$37,996
30% of the Annual Income	\$11,399
Affordable Monthly Rent	\$950

Findings

IHDA utilized 2016 American Community Survey 5-year estimates to determine the number of owner- and renter-occupied housing units that are equal to or less than the affordable house price or monthly rent. ACS data is based on self-reported estimates of the value of one’s home or monthly payment for a rental unit.

According to IHDA’s analysis, **17.1%** of housing units in St. Charles are considered affordable. This finding is up significantly from 11.2% in 2013. For rental units, the increase in affordable rent (\$916 in 2013 to \$950 in 2018) was caused by an increase in area median income (\$61,045 in 2013 to \$63,327 in 2018). For owner-occupied units, the affordable home price went up from \$145,639 in 2013 to \$158,663 in 2018. A higher median property tax balanced out the increase in area median income. The increase in affordable home price was due to a lower interest rate used in the calculation (4.8% in 2013 to 3.98% in 2018).

	Total Units	Affordable Units	Affordable Housing Share
Owner-Occupied Units	9,083	914	10%
Rental Units	3,562	1,252	35%
TOTAL	12,645	2,166	17.1%

III. STAFF VS. IHDA FINDINGS

As discussed in past years, City staff and IHDA utilize different methodologies for determining the affordable housing share. For the 2018 analyses, this has resulted in an affordability finding of 17.1% by IHDA vs. 23.7% by staff. The owner-occupied and rental findings are flipped: staff found St. Charles to have significantly more affordable owner-occupied units while IHDA found St. Charles to have more affordable rentals.

The reasons for the difference between staff’s and IHDA’s findings are related to the data used for the calculations:

¹ Data Source: 2016 American Community Survey 5-year estimates for St. Charles. This figure is the median real estate taxes per month for all houses within St. Charles.

- Median income: Staff uses median income adjusted for a four-person household while IHDA uses the overall area median income.
- Home prices and rents: Staff uses local Township Assessor data to determine the assessed market value of owner-occupied homes in St. Charles and actual collected rents from each apartment complex in the city. IHDA uses 2016 ACS 5-year estimates to determine home prices and rents.
- Housing unit count: Staff uses Township Assessor data for this information, while IHDA uses 2016 ACS 5-year estimates.
- Property taxes: Staff uses a formula provided by IHDA in the 2004 AHPAA report to determine the affordable owner-occupied housing price. The property tax rate is built into this formula. IHDA uses the median real estate taxes per month for all houses within St. Charles, based on 2016 ACS 5-year estimates, resulting in a monthly tax that is higher than would be expected for a house valued at a price affordable to a household at 80% AMI.

The different data sources resulted in a higher affordable home price under staff's analysis. In addition, IHDA sets a single affordable rent and determines how many units are under that threshold. Staff uses rental rates adjusted for bedroom count, which are established by IHDA on an annual basis.

IV. 2019 INCLUSIONARY HOUSING FEE

In light of the affordable housing share findings for 2018, staff is seeking direction from the Committee on whether there is interest in setting a new Inclusionary Housing Fee In-lieu for 2019.

Per Section 19.02.060 of the City Code, the fee in-lieu may be set on an annual basis at the discretion of the City Council:

The amount of the per-unit fee in-lieu of Affordable Units shall be determined annually by the City Council. If no fee has been determined by the City Council for the current year, the fee most recently determined by the City Council shall apply.

As a reminder, City Code Title 19 "Inclusionary Housing" requires developers of new residential developments to build a proportionate share of affordable housing units on site, or to pay a fee in-lieu of providing affordable units.

Fee in-lieu payments made by developers are placed into the City's Housing Trust Fund to provide and preserve affordable housing opportunities in St. Charles. Currently, the City offers the Home Rehab & Accessibility Loan Program and First-Time Homebuyer Loan Program which are funded by the Housing Trust Fund. The City has also earmarked a significant portion of the fund, \$416,000, to the Kane County Affordable Housing Fund to be made available to developers of affordable housing.

A summary of past IHO fees can be found attached. Currently, the fee per required affordable unit is \$36,409.75, which was set in March 2018. This fee is calculated as the cost of a 25% downpayment for one affordable unit priced at \$145,639 (affordable home price for St. Charles set in IHDA's 2013 AHPAA Report).

There are several options for the 2019 fee, including:

1. Keep the current fee of **\$36,409.75**.
2. Keep the current methodology for establishing the fee, but recalculate the fee based on the new affordable home price for St. Charles determined by IHDA in the Affordable Housing Planning & Appeals Act 2018 Report on Statewide Local Government Affordability, which is \$158,663.

The calculation and resulting fee would be as follows: $\$158,663 \times .25 = \mathbf{\$39,665.75}$
(cost of a 25% downpayment for one affordable unit)

3. Recommend a new fee, based on a formula or not.

The table below lists the City's current fee and the resulting fee in-lieu contributions for various sized developments. After that, the fee recalculated using the updated affordable home price from IHDA is listed, followed by possible new fees not based on a formula, from \$70,000 down to \$5,000 per required affordable unit.

		1-unit development	50-unit development	100-unit development	250-unit development	500-unit development
Affordable Units Required		<i>0.05 unit</i>	<i>5 units</i>	<i>10 units</i>	<i>25 units</i>	<i>50 units</i>
2018 fee (current)	\$36,409.75	\$1,820	\$182,049	\$364,098	\$910,244	\$1,820,488
Fee based on 2018 Affordable Home Price:	\$39,665.75	\$1,983	\$198,329	\$396,658	\$991,644	\$1,983,288
Other Possible Fees:						
	\$70,000	\$3,500	\$350,000	\$700,000	\$1,750,000	\$3,500,000
	\$60,000	\$3,000	\$300,000	\$600,000	\$1,500,000	\$3,000,000
	\$50,000	\$2,500	\$250,000	\$500,000	\$1,250,000	\$2,500,000
	\$40,000	\$2,000	\$200,000	\$400,000	\$1,000,000	\$2,000,000
	\$30,000	\$1,500	\$150,000	\$300,000	\$750,000	\$1,500,000
	\$20,000	\$1,000	\$100,000	\$200,000	\$500,000	\$1,000,000
	\$10,000	\$500	\$50,000	\$100,000	\$250,000	\$500,000
	\$5,000	\$250	\$25,000	\$50,000	\$125,000	\$250,000

V. ATTACHMENTS

- 2018 St. Charles Housing Affordability Analysis
- AHPAA Affordable Housing Share Comparison of Neighboring Communities
- Summary of IHO Fee History



2018 St. Charles Housing Affordability Analysis
October 2018

I. BACKGROUND & PURPOSE

“Affordable Housing” is defined as housing that has a sales price or rental amount that is within the means of a household with an income at or below 80% of the Area Median Income (AMI) for owner-occupied units and at or below 60% AMI for rental units, based on household size. To be considered affordable, housing costs cannot exceed 30% of gross annual household income.

The State of Illinois *Affordable Housing Planning and Appeals Act (AHPAA)*, passed in 2003, established a process for identifying communities with a shortage of housing stock affordable to homebuyers and renters. Per the law, “Non-Exempt Local Governments” have less than 10% of the local housing stock that is considered affordable. These municipalities must adopt and submit an Affordable Housing Plan and are subject to developer appeals to the State Housing Appeals Board. “Exempt Local Governments” have more than 10% of the local housing stock that is considered affordable. These municipalities do not need to adopt or submit an Affordable Housing Plan and are not subject to developer appeals.

Beginning in 2009 and most years thereafter, staff has performed an analysis of the affordable housing stock in St. Charles in order to provide a consistent look into the City’s affordable housing situation, both in regards to AHPAA compliance and for the City’s general knowledge. Staff utilizes the same methodology used in the State of Illinois’ *2004 Report on Affordable Housing Planning and Appeals Act* to determine the percentage of housing in St. Charles that is considered affordable.

Table 1 lists staff’s findings of St. Charles’ affordable housing share. St. Charles has consistently been well over the 10% affordable threshold required by AHPAA.

Table 1

	2009	2010	2011	2013	2014	2017
Staff’s Findings – St. Charles’ Affordable Housing Share	16.3%	16.6%	18%	25.6%	23.1%	22.3%

No report was completed in 2012, 2015, or 2016 due to availability of Township Assessor data.

In 2013, Illinois Housing Development Authority (IHDA) issued an updated list of Exempt and Non-Exempt Local Governments under AHPAA. This was the first updated list since AHPAA was adopted. For this update IHDA utilized a different methodology to determine each community’s affordable housing share than the methodology released in 2004.

Table 2 lists IHDA’s findings of St. Charles’ affordable housing share. IHDA’s last calculation found St. Charles’ housing stock to be over 10% affordable, meaning it is in compliance with AHPAA and is considered an Exempt Local Government. IHDA has stated that it will release updated findings every five years; the next update is expected in late 2018.

Table 2

	2004	2013	2018
IHDA's Findings – St. Charles' Affordable Housing Share	16.3%	11.2%	TBD

II. AFFORDABILITY IN ST. CHARLES – 2018 UPDATE

This report utilizes the same methodology for calculating the affordable housing share as staff has used for the City's annual affordability analysis since 2009. This methodology was derived from the *2004 Report on Affordable Housing Planning and Appeals Act*. This is done in order to provide a consistent means of comparison.

The amount of monthly income a person can spend on owner-occupied housing and still be considered affordable is calculated as follows:

Area Median Income (AMI) x (.80) x (.30) / (12)

- The AMI used for St. Charles is the median income for the Chicago Metropolitan Statistical Area, as defined by IHDA for a four-person household.
- (.80) represents 80% of the median income, the maximum income still considered affordable by IHDA.
- (.30) represents 30% of a household income, the percentage of income expected to be spent on housing according to IHDA.
- / (12) is to adjust to a monthly income as opposed to yearly.

This same method is used to determine affordable rental price, except (.60) or 60% of AMI is used as opposed to 80% of AMI.

Owner-Occupied Units

Table 3 details the calculation used to determine the maximum affordable owner-occupied home price.

Table 3

Chicago Metropolitan Statistical Area Median Income (four-person household) ¹	\$84,625
80% of AMI	\$67,700
30% of Annual Income	\$20,310
Affordable Monthly Payment	\$1,693
Owner-Occupied Housing Price Affordable to Family Earning 80% of AMI	\$213,427

St. Charles Township Assessor data was collected to determine the number of owner-occupied units that fall at or below the affordable home price of \$213,427, based on the market price listed by the Assessor. The Assessor data is always a year behind the current calendar year. This ensures that staff is looking at a full calendar year of assessment and sales data as opposed to only a partial year of data. The Assessor data examined in this report is for the 2017 calendar year.

¹ Source: IHDA's Schedule of Maximum Income Limits for Most of its Housing Programs – 4/1/18

Rental Units

The number of affordable rental units was derived by using rental rates collected by staff. These rates were then compared to the maximum allowed rent as established by IHDA, shown in Table 4. The maximum affordable rent is based on 60% of AMI and is then adjusted based on the number of bedrooms in the rental unit.

Table 4

Affordable Rental Units for Chicago Metro Area – 2018						
	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Affordable Rent Limits for HH @ 60% AMI	\$889	\$952	\$1,143	\$1,320	\$1,475	\$1,625

Source: IHDA's Schedule of Maximum Monthly Gross Rents for Multifamily Programs- 4/1/18.

Findings

Table 5 breaks down the number of affordable housing units and total housing units by unit type, followed by the resulting percentage of affordable units. Affordable owner-occupied units are under the maximum affordable home price of \$213,427. Affordable rental units do not exceed the maximum affordable monthly rents as provided in Table 2. The total percentage of affordable units was determined by combining the owner-occupied and rental unit findings.

Table 5

Percent of Affordable Units by Ownership Type			
<i>Owner-Occupied Units</i>			
Unit Type²	Affordable Units	Total Units	% of Affordable Units per Each Ownership Category
Single-Family	1,553	7,637	20.3%
Two-Family Duplex	8	49	16.3%
Condo	899	947	94.9%
Townhome	258	1,072	24.1%
Total	2,718	9,705	28.0%

<i>Rental Units</i>			
Rental Units Including Single Family Rentals & Conversions	575	4,204	13.7%

<i>Owner-Occupied and Rental Units Combined</i>			
Total Owner-Occupied Units and Rental Units	3,293	13,909	23.7%

² Additional housing categories are provided in the Assessor data: two-unit or more conversions and single-family rentals. These units were added to the total amount of rental units. However, staff cannot readily determine the rents charged for these units so they were only counted as part of the total rental units; none were counted as affordable.

According to staff’s analysis, the percentage of affordable owner occupied units increased from 26.1% in 2017 to 28% in 2018. This rise is likely a result of the increase in the affordable home price, from \$198,537 in 2017 to \$213,427 in 2018, caused by a 7% upturn in Area Median Income over the past year.

Rental affordability increased slightly, from 13.5% in 2017 to 13.7% in 2018. The higher AMI also resulted in higher affordable rents, causing a small number of units that were not previously considered affordable to count as affordable. At the same time, an additional 250 non-affordable units were added to the housing stock (Prairie Winds). A number of existing apartment complexes changed ownership and raised their rents.

In total, **23.7%** of housing units in St. Charles are considered affordable. This marks an increase from last years’ finding of 22.3%.

III. ST. CHARLES HOUSING MARKET TRENDS – 2017

Township Assessor sales data was used to determine the sales price of all owner-occupied homes sold in St. Charles in 2017. Figure 1 shows median home sale prices since 2000. The median sale price peaked in 2006 at \$302,000 before dropping in 2010 to \$225,000. The 2017 median sale price of \$275,000 marks a \$25,000 increase in the median compared to the last three years. The median price is over \$60,000 more than the affordable home price.

Figure 2 shows the median home sale price separated by unit type. This figure reflects a steady increase in the sale price of single-family homes, condos, and townhomes since 2015. In total, 503 owner-occupied homes were sold in 2017, up slightly from 497 homes in 2016 and 424 homes in 2015.

Figure 1

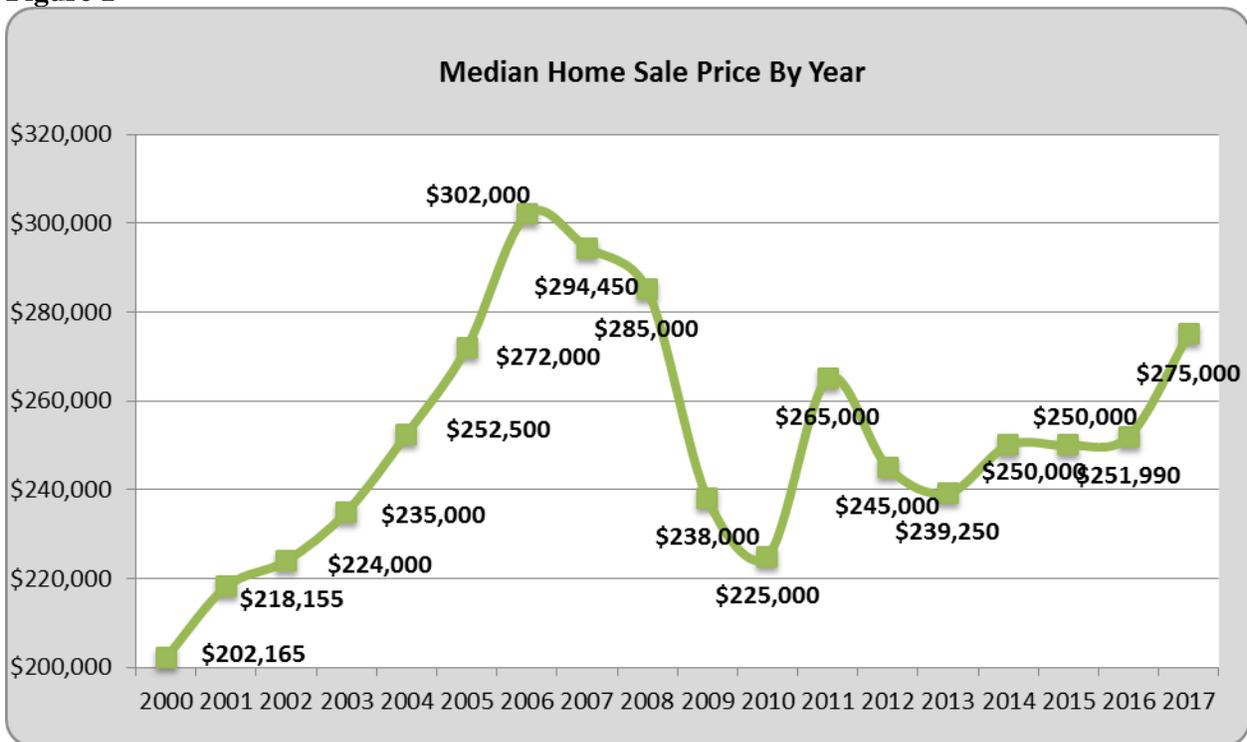
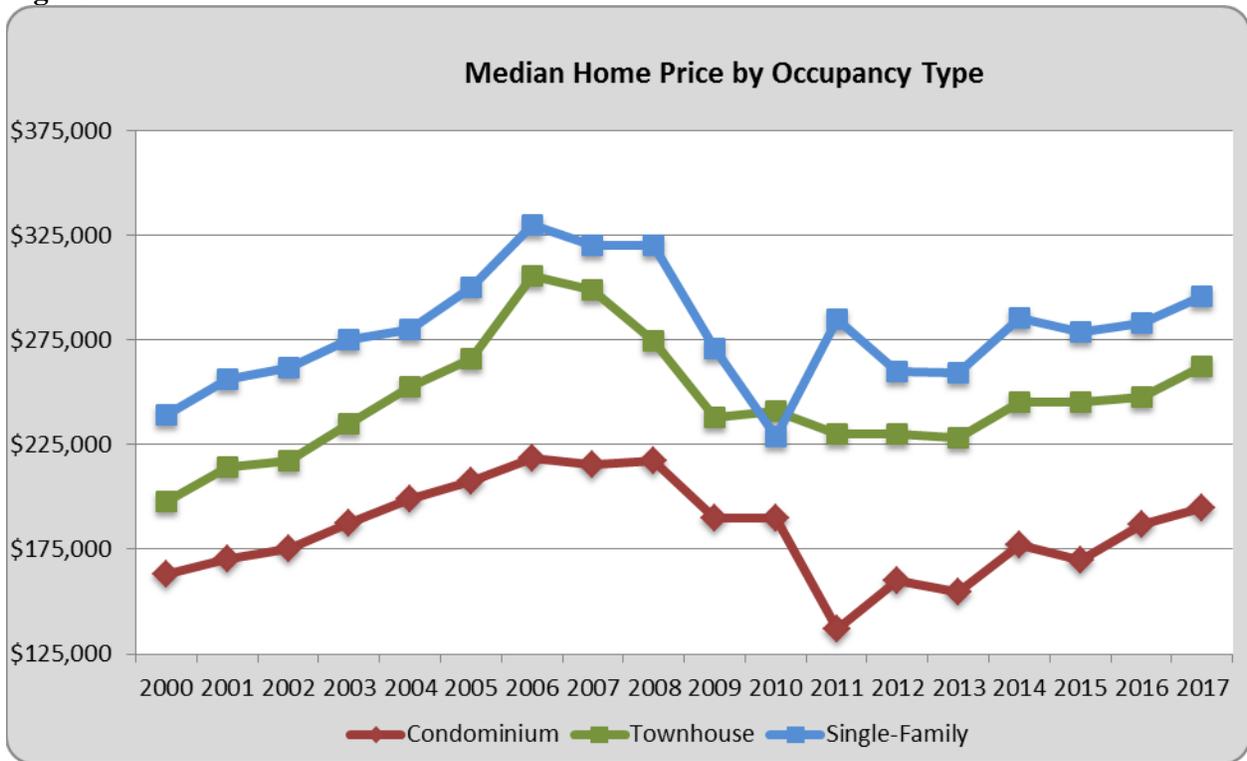


Figure 2



AHPAA – Affordable Housing Share Comparison of St. Charles and Neighboring Communities

Bold italics denote Non-Exempt Local Governments (affordable housing share under 10%)

2018

City	Population	Total Year-Round Units	Total Affordable Units	Affordable Housing Share
St. Charles	32,745	12,645	2,166	17.1%
Batavia	26,413	9,491	1,408	14.8%
Campton Hills	11,500	3,504	27	0.8%
Geneva	21,732	7,798	600	7.7%
South Elgin	22,274	7,230	3,103	42.9%
Wayne	2,513	929	44	4.8%
West Chicago	27,420	7,556	2,298	30.4%

Data source: 2016 American Community Survey 5-year estimate

2013

City	Population	Total Year-Round Units	Total Affordable Units	Affordable Housing Share
St. Charles	32,792	12,008	1,342	11.2%
Batavia	25,828	9,180	1,042	11.4%
Campton Hills	10,920	3,358	139	4.1%
Geneva	21,550	7,484	386	5.2%
South Elgin	21,600	6,914	1,057	15.3%
Wayne	2,938	948	5	0.5%
West Chicago	26,663	7,533	1,923	25.5%

Data source: 2011 American Community Survey 5-year estimate

2004

City	Population	Total Year-Round Units	Total Affordable Units	Affordable Housing Share
St. Charles	27,896	10,717	1,742	16.3%
Batavia	23,866	8,658	1,701	19.6%
Campton Hills	N/A	N/A	N/A	N/A
Geneva	19,515	6,877	771	11.2%
South Elgin	16,100	5,428	1,447	26.7%
Wayne	2,137	703	14	2%
West Chicago	23,469	6,691	2,006	30%

Data source: 2000 U.S. Census

Inclusionary Housing Fee In-lieu History

The table below lists the past and current fee in-lieu amounts since the Inclusionary Housing Ordinance was adopted in 2008:

Year Fee Established	Fee Amount
2008	\$140,000 / required affordable unit
2010	\$104,500 / required affordable unit
2016	\$72,819.50 / required affordable unit
2017	\$72,819.50/ required affordable single-family, townhome, or duplex unit \$5,000 / required affordable multi-family unit
2018	\$36,409.75

The fee in-lieu that was set upon adoption of the IHO in 2008 was **\$140,000** per required affordable unit. The following calculation was used to determine the fee:

St. Charles' Median Home Sale Price (from Assessor's data) – 2/3 of the IHDA Affordable Price for a 4-person Household

In 2010, the fee in-lieu was lowered to **\$104,500** after IHDA released an updated affordability chart with a lower affordable price for a 4-person household. The same calculation as used in 2008 was used to determine the new fee.

In 2013, the IHO was suspended after a determination by staff that over 25% of the City's housing stock was affordable, per the provisions of the IHO at that time.

In March of 2016, the IHO was reinstated in an amended form. A new fee in-lieu was set due to concern expressed by City Council members that the fee of \$104,500 was too high. The Housing Commission recommended the fee in-lieu be calculated as the cost of providing a 25% downpayment for two affordable units priced at \$145,639, which is the affordable home price for St. Charles determined by IHDA in 2013. This resulted in a fee of **\$72,819.50**.

In February 2017, City Council established a different fee for multi-family housing developments due to concerns that the fee of \$72,819.50 was too high for multi-family projects. This resulted in a dual fee structure: **\$5,000 for multi-family developments and \$72,819.50 for single-family/duplex/townhome developments.**

In March of 2018, upon discussion with the Housing Commission at a joint meeting, City Council returned to a single fee for all types of residential units and set the fee at **\$36,409.75**, calculated as the cost of a 25% downpayment for one affordable unit priced at \$145,639.

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4c

Title:	Plan Commission recommendation to approve a General Amendment to Title 17 of the St. Charles Municipal Code (Zoning Ordinance) pertaining to site landscaping requirements.
Presenter:	Ellen Johnson

Meeting: Planning & Development Committee

Date: January 14, 2019

Proposed Cost: N/A

Budgeted Amount: N/A

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

Staff is proposing modifications to Ch. 17.26 “Landscaping and Screening” of Title 17 which contains requirements for landscaping of private property. This chapter was last amended in 2011. Since then, staff has observed a number of issues with the current provisions, including standards that are overly onerous, impractical, and/or difficult to administer.

Proposed are amendments to the following sections:

1. Building foundation landscaping.
2. Public street frontage landscaping.
3. Parking lot landscaping.
4. Retaining walls.
5. Buffer yards for existing parking lots.
6. Plant Palette (Appendix C).

Plan Commission Review

Plan Commission held a public hearing on 1/8/19 and voted 8-0 to recommend approval of the General Amendment, with a condition that invasive species be removed from the Plant Palette.

Invasive species have been removed from the Plant Palette.

Attachments *(please list):*

Plan Commission Resolution, Staff Report, General Amendment Application

Recommendation/Suggested Action *(briefly explain):*

Plan Commission recommendation to approve a General Amendment to Title 17 of the St. Charles Municipal Code (Zoning Ordinance) pertaining to site landscaping requirements.

City of St. Charles, Illinois
Plan Commission Resolution No. 1-2019

A Resolution Recommending Approval of a General Amendment to Ch. 17.26 “Landscaping and Screening” and Ch. 17.14 “Business and Mixed Use Districts” regarding modifications to site landscaping requirements.

Passed by Plan Commission on January 8, 2019

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. 17.26 “Landscaping and Screening” and Ch. 17.14 “Business and Mixed Use Districts” regarding modifications to site landscaping requirements; 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 amendments to Ch. 17.26 “Landscaping and Screening” require site landscaping that is consistent with several of the objectives and design guidelines contained in the Comprehensive Plan, including the following:

Ch. 3, p.32 Objective: “Review, update and strengthen the City’s landscape ordinance to ensure new development includes suitable, ecologically-based and aesthetically appropriate landscape areas, treatments, and long-term maintenance strategies integrated with stormwater approaches and other site functions to ensure long-term beauty and performance.”

Ch. 10, p.129-131 Downtown Design Guidelines:

“Landscaped islands and clearly market pedestrian pathways are encouraged within the interior of parking areas.”

“Parking lots should include appropriate landscape elements and materials to shade/cool surfaces and minimize the impact of large expanses of pavement. Landscaped canopy tree islands, integrated with bioretention, should be located at a sufficient density and spacing in parking lots.”

“Landscaping islands should consist of canopy trees, attractive groundcover, and/or decorative bushes.”

Ch. 10, p.135 Gateway & Corridor Design Guidelines:

“Planters and landscaped areas should buffer parking and service areas. Plantings should consist of low evergreen and/or deciduous shrubs planted in conjunction with low-growing annual or perennial plants and groundcover. Large expanses of exposed mulch should be avoided.”

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

The proposed amendment supports the following purpose statements listed in Ch. 17.02 of the Zoning Ordinance:

- Maintaining business and industrial areas that are attractive and economically viable.
- Preserving and enhancing the quality of life for residents and visitors.

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.

The proposed amendments clarify certain existing landscape provisions to align with staff’s interpretation of the requirements. The more significant proposed changes regarding building foundation landscaping and parking lot landscaping establish requirements that are more workable to interpret, enforce and adhere to, while still ensuring that building walls will be effectively softened with landscaping and that parking lots will be adequately landscaped to provide shade and improve aesthetics.

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

The proposed amendment reaffirms and creates landscaping requirements that will promote attractive new development and redevelopment, reducing adverse impacts of commercial uses and enhancing the general character and beauty of St. Charles.

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

The proposed amendment does not establish standards that require more landscape area or landscape material than existing standards; any development landscaped in accordance with the existing provisions will also likely meet the proposed provisions. Nonconforming properties will not be required to come into compliance with the new requirements, per the authority to continue granted in Ch. 17.08 “Nonconformities”.

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

The proposed amendment applies to all development for which a landscape plan is required, regardless of zoning designation.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to City Council approval of a General Amendment to Ch. 17.26 “Landscaping and Screening” and Ch. 17.14 “Business and Mixed Use Districts” regarding modifications to site landscaping requirements, subject to the following condition:

1. Invasive species shall be removed from the Plant Palette.

Roll Call Vote:

Ayes: Pretz, Kessler, Wallace, Holderfield, Pietryla, Vargulich, Macklin-Purdy, Becker

Nays: None

Absent: Funke

Motion carried: 8-0

PASSED, this 8th day of January 2019.

Chairman
St. Charles Plan Commission

Community & Economic Development
Planning Division

Phone: (630) 377-4443

Fax: (630) 377-4062



STAFF MEMO

TO: Chairman Ed Bessner
And the Members of the Planning & Development Committee

FROM: Ellen Johnson, Planner

RE: Application for a General Amendment to Title 17 of the City Code (Zoning Ordinance) regarding landscaping requirements

DATE: January 9, 2019

I. GENERAL INFORMATION

Project Name: General Amendment – Landscape Chapter
Applicant: City of St. Charles
Purpose: Modify site landscaping requirements

II. BACKGROUND

Ch. 17.26 entitled “Landscaping and Screening” of the Zoning Ordinance, Title 17 of the City Code, contains requirements for landscaping of private property. The purpose of the chapter as provided in Section 17.26.010 is as follows:

“Landscaping contributes to the health, safety and welfare of the City by enhancing its character and scenic beauty, providing clean air, reducing noise, preventing erosion of topsoil, reducing the rate of stormwater runoff, providing habitat for wildlife, conserving energy, and providing shade and windbreaks. Specifically, these regulations are intended to minimize the adverse impact of noise, dust, motor vehicle headlight glare or other artificial light intrusions, visual pollution and other objectionable impacts on public and private property.

The use of native vegetation in managed landscapes, which is encouraged by this Chapter, may provide additional ecologic, economic, and aesthetic benefits. It provides wildlife habitat, reduces emissions from lawn mowing, reduces the use of chemical pesticides, herbicides, and fertilizers, provides enhanced erosion control and stormwater infiltration, and improves water quality.”

Ch. 17.26 was last amended in 2011 when a majority of the provisions were re-written. Since that time, staff has found that some of the requirements in the chapter are overly onerous and

impractical, leading to challenges with site planning. Other provisions are unclear making consistent administration difficult.

Attached is a copy of Ch. 17.26 in its entirety with proposed changes marked. The more significant changes are outlined below. Additions to text are underlined and deletions are crossed out.

III. ANALYSIS & PROPOSAL

1. Building Foundation Landscaping (Section 17.26.080)

Proposal:

C. Requirements for Building Foundation Landscaping

1. The amount of plants required shall be calculated by dividing the total lineal feet of the building foundation planting beds ~~building's walls~~ by fifty (50). A combination of the following landscape materials shall be required per every fifty (50) lineal feet of building foundation planting bed ~~building wall~~:
 - a. Any combination of two (2) shade, ornamental, or evergreen trees. Large shrubs may be counted as required trees on a case-by-case basis in cases where the planting of trees is impractical.
 - b. Any combination of twenty (20) shrubs, bushes, and perennials. Ground covers, annuals, and turf grasses shall not count towards fulfilling this requirement.
- ~~2. Not less than seventy five percent (75%) of the horizontal dimension of the front wall of the building shall be landscaped. The front wall shall be considered the wall on which the primary public entrance to the building is located.~~
3. Not less than fifty percent (50%) of the total horizontal dimension of all the remaining ~~remaining~~ building walls, excluding door openings, shall be landscaped. A minimum of fifty percent (50%) of walls that face a public street shall be landscaped. ~~The landscaping may be distributed among all non front building walls.~~
4. The minimum width of planting beds for building foundation landscaping shall be eight five ~~eight~~ feet (58'), measured perpendicular to the building, unless otherwise specified as follows:
 - a. CBD-1 and CBD-2 Districts: No minimum width
 - ~~b. BL and BT districts: Five (5) feet~~

Explanation: The proposed changes reduce the building foundation landscaping requirements which apply to all new non-residential and multi-family residential buildings. Currently, the ordinance requires 75% of the front wall and 50% of the remaining walls to be landscaped. Under the proposed requirements, landscaping along the building foundation must be provided along a total of 50% of the building walls, not including door openings. At least 50% of any wall facing a public street must be landscaped, which will ensure landscaping is provided along the most visible sides of a building. Currently, landscaping is only required along the building wall containing the primary public entrance; buildings located on a corner could provide the remaining required landscaping on the interior side and rear walls, leaving a blank wall facing the street.

Landscape bed width is proposed to be reduced from 8 ft. to 5 ft. To calculate the number of plantings, proposed is using the length of planting beds instead of the full length of the

building walls. This will reduce the amount of required plantings. A provision allowing for large shrubs to be counted towards the tree requirement is also proposed, and will allow flexibility in situations where planting trees is impractical due to proximity to building walls or pavement.

Staff has observed that developers consistently have difficulty meeting the current foundation landscaping requirements due to space limitations, particularly providing 8 ft. wide planting beds with the amount of plantings required. When a PUD is proposed, requests for deviations from foundation landscaping requirements are common. The number of plantings currently required within the planting beds is often impractical given that the number of plantings is based on the entire length of the building walls, not the length of the planting beds. In practice, staff has allowed some flexibility in locating required plant material, particularly trees, by counting trees located outside of the foundation planting beds towards the requirement when necessary. The proposed changes create standards that are more workable to enforce and to adhere to, while still ensuring adequate softening of building walls.

2. Public Street Frontage Landscaping (Section 17.26.090)

Proposal:

C. Required Landscape Materials

1. One shade, ornamental, or evergreen tree is required per every 50 lineal feet of public street frontage.
2. No less than 75% of the public street frontage as measured horizontally along the lot lines abutting the street excluding driveways shall be planted with a combination of ornamental shrubs, evergreen shrubs, and perennials. This requirement may be reduced to 40% if a minimum of 50% of the street frontage is supplemented with decorative walls, ornamental fencing, or sculptured berming, or the design includes permanent quasi-public usable open space or a visual focal feature abutting visible from the right-of-way, such as water features, public art, public or seating areas, ~~or a similar improvement of visual interest, then the requirement for trees and shrubs shall be reduced to 40%, provided the landscaping is designed to enhance the aesthetics of the wall, fence, berm, or feature provided.~~

Explanation: The proposed change clarifies that driveways are not included when calculating the lineal feet of required public street frontage landscaping. In practice, staff has been excluding driveways from the calculation; the proposed change codifies staff's interpretation.

The proposed changes to the provisions allowing a reduction in the street frontage landscaping simplify these requirements and remove unnecessary and repetitive text.

3. Parking Lot Landscaping (proposed Section 17.26.100; currently part of Section 17.26.090)

Proposal:

A. Screening of Parking Lots, Motor Vehicle Displays, and Drive-Throughs

1. Screening from Public Streets

Parking lots with more than five spaces, a Motor Vehicle Display, or a Drive-Through facility abutting a public street shall be screened to a minimum height of thirty inches (30") for no less than 50% of public street frontage measured horizontally along the lot line abutting the street and adjoining the parking lot, Motor

Vehicle Display, or Drive-Through facility, except where driveways and walkways generally perpendicular to the street are located. Screening shall be designed to soften and partially conceal the view of vehicles in parking or stacking spaces from the street. Required public street frontage landscaping may be used to meet this standard.

2. Screening of Residential Parking Lots adjoining other Residential Uses
Parking lots of more than 5 spaces located on a residential lot that adjoins a residential use on a separate lot shall be screened in accordance with the requirements of Section 17.26.070 Landscape Buffers, regardless of whether a Landscape Bufferyard is required.

B. Interior Parking Lot Landscaping

1. ~~General Requirements for all Parking Lots~~ Landscape Islands

A. One landscape island shall be required per ten (10) parking spaces.

B. All interior rows of parking shall be terminated by a landscape island or other landscaped area, except that this requirement may be waived for islands that would obstruct an accessible route (as defined in the Illinois Accessibility Code) from handicap parking spaces to the building.

~~C. Parking Lots Containing Twenty (20) or More Parking Spaces~~

- ~~1. General Requirements~~

~~A minimum of ten percent (10%) of the interior area of the parking lot shall be devoted to landscaping. The “interior area” of a parking lot means the area within a perimeter bounded by the backs of curbs (or edge of pavement where curbs are not used) encompassing the outer limits of parking spaces and circulation drives. Landscape islands extending into the parking lot from its edges may count toward the 10% minimum requirement. Landscaping located outside of the interior area of the parking lot shall not count toward the 10% minimum interior landscape requirement, nor is it used in calculating the interior area of the parking lot.~~

- ~~2. Guidelines for Location and Design~~

~~Landscape islands shall be distributed throughout the interior area of the parking lot to provide shade and enhance the visual appeal of the site. In general, the maximum distance between landscape islands should be approximately 60 to 100 feet.~~

2. Required Landscape Materials

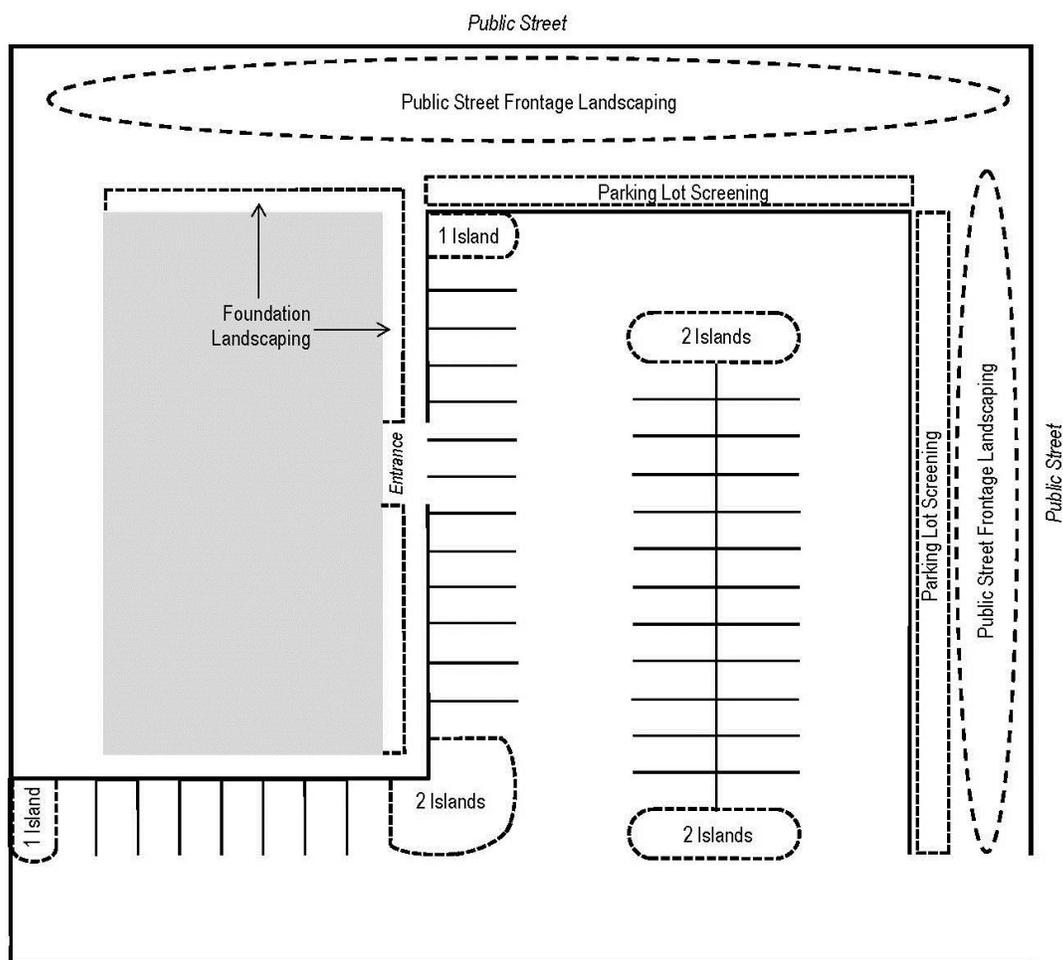
A. One shade tree shall be required per landscape island meeting the size standard of Section 17.26.030.K. Two shade trees shall be required within landscape islands that terminate a double row of parking.

B. Landscape islands shall be planted with a variety of shade trees, ornamental trees, shrubbery, grasses and perennials, ground cover and other plant materials.

C. Where the location of utilities or other required infrastructure conflicts with the placement of trees within landscape islands, required trees may be located adjacent to the parking lot.

The minimum number of shade trees required for interior parking lot landscaping shall be the product of dividing the total area of required interior parking lot landscaping, in square feet, by 160. These trees shall be located primarily within the interior of the parking lot, and may be evenly spaced or grouped, depending on their growth characteristics and the desired design effect.

Figure 1: Required Landscape Areas



Explanation: The first proposed change clarifies that landscaping provided to meet the 75% street frontage landscaping requirement may be counted towards the requirement to screen parking lots to a height of 30” for 50% of the parking lot frontage. These provisions overlap and often street frontage landscaping meets or exceeds the requirements for parking lot screening.

The proposed changes regarding interior parking lot landscaping apply to all parking lots. Previously, only parking lots containing 20+ spaces had to provide interior landscaping. The requirement was that 10% of the interior area of a parking lot had to be landscaped. The ordinance was unclear as to the definition of “interior area”, causing difficulty with administration of this section. Often, staff had to delineate the interior area on a case-by-case basis depending on the site plan, taking into account the location and purpose of access drives, stacking lanes, etc. The proposed change bases the amount of interior landscaping on the number of parking stalls; 1 landscape island is required per 10 parking spaces, and all rows of parking must terminate in a landscape island or landscaped area at the edge of the lot.

The proposed planting requirement is that one tree be provided per landscape island, or two trees per double island. The current tree requirement is based on a formula, calculated as the product of dividing the area of required landscaping by 160. This formula often has resulted in a tree count that is impractical to be accommodated within the interior of the parking lot. In practice, staff would often allow trees not technically within the interior of the lot to be

counted when there simply was not adequate space to accommodate the required trees with proper separation for the tree’s health. Also proposed is clarifying that in addition to trees, other plantings must be provided within the islands.

The proposed changes create parking lot landscaping requirements that are simpler to interpret and administer while still ensuring that new parking lots will be adequately landscaped to provide shade and improve aesthetics.

A new figure has also been created illustrating the locations of required site landscaping.

4. Retaining Walls (Section 17.26.120; currently 17.26.110)

Proposal:

- C. For retaining walls over four (4) feet in height, a terrace or stepping back of the wall shall be required to allow for a planting area. The terrace shall be between one-third (1 /3) and one-half (½) of the total retaining wall height, as measured from the base of the wall. The planting area shall be no less than two (2) feet in width and shall be planted with a combination of turf, shrubs and perennials. This standard shall not apply to a retaining wall which forms the inside wall of a detention basin.

Explanation: The proposed change clarifies that terracing and landscaping of retaining walls is not required when the retaining wall forms the inside wall of a detention basin. This change codifies staff’s interpretation of this section.

5. Buffer yard for Existing Parking Lots (Ch. 17.14, Table 17.14-2)

Proposal:

Footnote 3 on Table 17.14-1 “Business & Mixed Use Districts Bulk Regulations”:

If an existing parking facility is resurfaced or reconstructed, and the parking facility does not meet the current ~~parking setback yard~~ requirement, the required ~~setback yard~~ may be reduced by fifty percent (50%). If the existing parking facility is set back at a distance greater than fifty percent (50%) of the required ~~parking facility set back yard~~ of the Zoning District, the existing parking facility setback shall not be reduced (See Section 17.24.010.A).

Explanation: Existing parking lots which lawfully existed at the time they were constructed but which do not meet current standards are subject to Ch. 17.08 “Nonconformities”. Nonconforming facilities may not be enlarged or improved. However, the above provision allows existing parking lots which do not meet required setbacks to be resurfaced or reconstructed regardless of the nonconformity, if the lot can meet 50% of the current setback requirement. Proposed is expanding the language to apply the 50% setback reduction to both standard yard setbacks and buffer yard requirements. In practice, staff has interpreted that this provision allows buffer yards to be reduced as well as the standard setback area. The proposed change clarifies this is permitted.

6. Appendix C – Plant Palette

Proposal: Reformat for ease of use. Where provided, remove multiple varieties of the same plant. Remove Ash tree species and invasive species.

Explanation: The Plant Palette provided in Appendix C of the Zoning Ordinance provides a list of recommended and prohibited plant materials. It is not meant to be an exhaustive list; plantings other than those identified may be permitted. The Plant Palette identifies certain features of each plant, including: drought and salt tolerance; whether the plant is native; whether the plant is good for screening, foundation landscaping, around signs or along arterials; and sun or shade tolerance. For some plants, multiple cultivars are listed with no features identified. Proposed is to remove these from the list, as availability of cultivars changes over time and the information provided for the cultivars is incomplete. Also proposed is to remove invasive species, such as Catmint, from the list as these species are undesirable. Ash trees are also proposed for removal due to the Emerald Ash Borer.

IV. PLAN COMMISSION RECOMMENDATION

Plan Commission held a public hearing on 1/8/19 and recommended approval of the General Amendment by a vote of 8-0, with a condition that all invasive plant species be removed from Appendix C “Plant Palette”.

V. ATTACHMENTS

- Application for General Amendment, filed by staff on 12/19/2018

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



COMMUNITY & ECONOMIC DEV./PLANNING DIVISION

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

GENERAL AMENDMENT APPLICATION

CITYVIEW	
Project Name:	<u>GA- Landscape Chapter</u>
Project Number:	<u>2018 -PR- 014</u>
Application Number:	<u>2018 -AP- 036</u>



Instructions:

To request an amendment to the text of the St. Charles Zoning Ordinance (City Code Title 17), complete this application and submit it with all required attachments to the Planning Division.

City staff will review submittals for completeness and for compliance with applicable requirements prior to establishing a meeting or public hearing date for an application.

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

Applicant:	Name City of St. Charles	Phone (630)377-4443
	Address 2 E. Main St. St. Charles, IL 60174	Fax
		Email ejohnson@stcharlesil.gov

Attachment Checklist

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

- APPLICATION FEE:** Application fee in accordance with Appendix B of the Zoning Ordinance (\$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. (For a General Amendment application only: \$1,000 deposit.)
- FINDINGS:** Fill out the attached form or submit responses on a separate sheet.

□ **WORDING OF THE REQUESTED TEXT AMENDMENT**

What is the amendment regarding?

Modifications to site landscaping requirements

What sections are proposed for amendment?

Chapters(s): Ch. 17.26 "Landscaping & Screening"; Ch. 17.14 "Business & Mixed Use Districts"

Section(s): 17.26.030, 17.26.080, 17.26.090, 17.26.100, 17.26.110, 17.26.120; 17.14.030

The wording of the proposed amendment: Insert below or attached wording on a separate page.

See 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.

Ellen Johnson
Applicant

12/17/18
Date

Findings of Fact

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

The proposed amendments to Ch. 17.26 "Landscaping and Screening" require site landscaping that is consistent with several of the objectives and design guidelines contained in the Comprehensive Plan, including the following:

Ch. 3, p.32 Objective: "Review, update and strengthen the City's landscape ordinance to ensure new development includes suitable, ecologically-based and aesthetically appropriate landscape areas, treatments, and long-term maintenance strategies integrated with stormwater approaches and other site functions to ensure long-term beauty and performance."

Ch. 10, p.129-131 Downtown Design Guidelines:

"Landscaped islands and clearly market pedestrian pathways are encouraged within the interior of parking areas."

"Parking lots should include appropriate landscape elements and materials to shade/cool surfaces and minimize the impact of large expanses of pavement. Landscaped canopy tree islands, integrated with bioretention, should be located at a sufficient density and spacing in parking lots."

"Landscaping islands should consist of canopy trees, attractive groundcover, and/or decorative bushes."

Ch. 10, p.135 Gateway & Corridor Design Guidelines:

"Planters and landscaped areas should buffer parking and service areas. Plantings should consist of low evergreen and/or deciduous shrubs planted in conjunction with low-growing annual or perennial plants and groundcover. Large expanses of exposed mulch should be avoided."

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

The proposed amendment supports the following purpose statements listed in Ch. 17.02 of the Zoning Ordinance:

- Maintaining business and industrial areas that are attractive and economically viable.
- Preserving and enhancing the quality of life for residents and visitors.

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.

The proposed amendments clarify certain existing landscape provisions to align with staff's interpretation of the requirements. The more significant proposed changes regarding building foundation landscaping and parking lot landscaping establish requirements that are more workable

to interpret, enforce and adhere to, while still ensuring that building walls will be effectively softened with landscaping and that parking lots will be adequately landscaped to provide shade and improve aesthetics

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

The proposed amendment reaffirms and creates landscaping requirements that will promote attractive new development and redevelopment, reducing adverse impacts of commercial uses and enhancing the general character and beauty of St. Charles.

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

The proposed amendment does not establish standards that require more landscape area or landscape material than existing standards; any development landscaped in accordance with the existing provisions will also likely meet the proposed provisions. Nonconforming properties will not be required to come into compliance with the new requirements, per the authority to continue granted in Ch. 17.08 "Nonconformities".

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

The proposed amendment applies to all development for which a landscape plan is required, regardless of zoning designation.

17.26 – Landscaping and Screening

Sections

- [17.26.010 – Purpose](#)
- [17.26.020 – Landscape plan improvements](#)
- [17.26.030 – General design principles and standards](#)
- [17.26.040 – Selection and installation of plant materials](#)
- [17.26.050 – Completion and maintenance](#)
- [17.26.060 – General landscaping requirement](#)
- [17.26.070 – Landscape buffers](#)
- [17.26.080 – Building foundation landscaping](#)
- [17.26.090 – Public street frontage and parking lot landscaping](#)
- [17.26.100 – Sign landscaping](#)
- [17.26.110 – Retaining walls](#)
- [17.26.120 – Additional screening requirements](#)

[17.26.010 – Purpose](#)

Landscaping contributes to the health, safety and welfare of the City by enhancing its character and scenic beauty, providing clean air, reducing noise, preventing erosion of topsoil, reducing the rate of stormwater runoff, providing habitat for wildlife, conserving energy, and providing shade and windbreaks. Specifically, these regulations are intended to minimize the adverse impact of noise, dust, motor vehicle headlight glare or other artificial light intrusions, visual pollution and other objectionable impacts on public and private property.

The use of native vegetation in managed landscapes, which is encouraged by this Chapter, may provide additional ecologic, economic, and aesthetic benefits. It provides wildlife habitat, reduces emissions from lawn mowing, reduces the use of chemical pesticides, herbicides, and fertilizers, provides enhanced erosion control and stormwater infiltration, and improves water quality.

[17.26.020 – Landscape plan improvements](#)

A. Landscape Plan and Landscape Improvements Required

1. A landscape plan containing the information specified in Appendix A (Submittal Items) and depicting the landscape improvements required by this Chapter (“Landscape Plan”) shall be prepared and approved in accordance with the provisions of this Chapter. The improvements depicted on the approved Landscape Plan shall be installed and maintained in accordance with the provisions of this Chapter.
2. A Landscape Plan shall be required as part of Design Review (Section 17.04.230) and for PUD Preliminary Plans and PUD Final Plans. If a Landscape Plan submitted at the time of building permit for a lot within a Planned Unit Development does not substantially conform to the approved Landscape Plans, it shall be submitted to the City Council as a change to the PUD Preliminary Plan, and shall be reviewed as provided in Section 17.04.430 (Ord. 2011-Z-1 § 18.)
3. No Landscape Plan shall be required in connection with construction of or any improvements to a detached single family or two family dwelling or lot. A landscape plan shall be required, however, for any common areas, including those within single-family subdivisions.

- B. The Director of Community Development shall consult with a landscape architect registered in Illinois, or a horticultural expert, in the review and implementation of Landscape Plans.
- C. For existing developments that lack the landscaping required by this Chapter, a Landscape Plan showing the required landscape improvements for all areas of the site to be disturbed by the proposed construction shall be required when one or more of the following conditions applies:
 - 1. When any new principal building is constructed on the site.
 - 2. When any addition to a principal building is constructed that increases its gross floor area by twenty percent (20%) or more.
- D. Resurfacing/Reconstruction of Existing Parking Facilities
 - 1. When an existing parking facility or Drive-Through Facility is resurfaced or reconstructed such that: the amount of pavement to be resurfaced exceeds 50% of the parking facility, the pavement is located within a required parking setback and/or within ten feet (10') of the required parking setback line, the resurfaced/reconstructed parking facility shall at a minimum conform to the following:
 - a. The setback of the parking facility shall conform to the standards established in Section 17.24.010.A Existing Facilities.
 - b. The required setback area shall be landscaped in accordance with the standards established in Section 17.26.090. A Public Street Frontage Landscaping and Section 17.26.090.B Screening of Parking Lots, Motor Vehicle Displays, and Drive-Through Facilities.
 - c. No existing landscaping shall be eliminated, unless it exceeds the minimum requirements of this chapter. "
- E. Field Adjustments to Landscape Plans
Minor changes in planting locations that do not reduce the quantity of plant material may be approved by the Director of Community Development without amending the approved Landscape Plan. Reductions in the size of plant materials and changes to the species shown in the approved Landscape Plan shall not be permitted without submitting a revised Landscape Plan for review as a major, minor, or administrative change in the case of a Planned Unit Development, or by the Director of Community Development in the case of other property.

17.26.030 – General design principles and standards

The Landscape Plan shall address the following criteria:

- A. Sensitivity to the Site
Landscape improvements shall be designed to integrate the building and other improvements with the site and its surroundings, with sensitivity to natural topography, watercourses, and existing vegetation. Existing landscape material and topography shall be taken into account and preserved where feasible, particularly where mature trees are part of the site. (See also St. Charles Municipal Code, Chapter 8.30 regarding tree preservation requirements.)
- B. Scale and Arrangement of Landscaping Material
The scale and arrangement of landscaping materials and the size of planting beds shall be appropriate to the size of existing and proposed structures and site improvements. For example, larger-scale buildings shall generally be complemented by plantings that are larger-scale at both

the time of installation and at maturity. Whenever possible, plantings shall be arranged in groupings and masses to provide a more natural appearance.

C. Existing Trees and Other Vegetation

Subject to the approval of the Director of Community Development, existing trees and other vegetation may be utilized in lieu of installing new plant material to satisfy the requirements of this Chapter. The Landscape Plan shall accurately show the existing trees and other vegetation to be so utilized, and shall include the types and quantities of plantings that will be installed if the existing plant material dies.

D. Storm Water Management

Natural drainage patterns and features such as swales, filter strips, wetlands and rain gardens shall be integrated into the landscape design, and shall be preserved or restored if existing. To the greatest extent possible, stormwater detention and retention basins and associated landscaping shall be designed to resemble natural landforms. Grading of stormwater basins shall be designed so as to accommodate the proposed plantings. The Landscape Plan shall be coordinated with the stormwater management plan to slow storm water runoff, increase infiltration on the site, and filter suspended solids and contaminants. Landscaping is required around the perimeter of all retention and detention basins, and a planting scheme using native grasses and forbs to discourage waterfowl in developed areas is encouraged.

E. Softening of Walls and Fences

Plant material shall be placed intermittently against long expanses of building walls, fences and other barriers to create a softening effect and to help break up long expanses of blank walls with little architectural detail. Conversely, where walls, fences, and other barriers are designed with articulation and/or architectural detail, there is less need for softening with landscaping.

F. Irrigation

Landscape designs shall be cognizant of the need for water conservation and irrigation, depending on the site environment and type of plant material selected. Where no permanent source of water for irrigation is available, the landscape design shall not rely on irrigation to maintain healthy plantings.

G. Energy Conservation

Plant material placement shall be designed to reduce the energy consumption needs of the development.

1. Locate sun tolerant trees and plants on the south and west sides of buildings to provide shade from the summer sun.
2. Locate shade tolerant trees and plants on the north and west sides of buildings to dissipate the effect of winter winds.

H. Berming

Earthen berms and existing topographic features shall be incorporated into the landscape treatment of a site where there is sufficient space and, in particular, where berms and existing topographic features can be combined with plant material to provide effective screening. Berms shall be no steeper than a 4:1 proportion on average and shall have a rounded top surface a minimum of five (5) feet in width to accommodate plantings. Berming more than one foot in height is prohibited over utility easements when located parallel to, or approximately parallel to, the easement. Berming located perpendicular to utility easements is permitted.

I. Landscape Protection

Landscaping in proximity to vehicular areas shall be protected by curbs, wheel stops, decorative bollards, retaining walls, or other methods integrated into the site improvements or Landscape Plan.

J. Clear Zones

1. Notwithstanding any provision hereof to the contrary, landscaping around fire hydrants shall be installed and maintained in accordance with the provisions of Section 16.44.070 M of the St. Charles Municipal Code, as amended.
 2. A clear zone of three (3) feet shall be maintained in all directions from a pad-mounted electrical transformer; a ten (10) foot clear zone shall also be maintained in front of transformer access doors to allow for operation and maintenance activities, in accordance with the guidelines established by the St. Charles Electric Utility. Plantings within this zone shall be limited to non-woody plants or turf grass.
- K. Parking Lot Landscape Islands
- Landscape islands shall be a minimum of eight (8') feet in width and a minimum of 160 square feet in area, their surface shall be at least six (6") inches above the surface of the parking lot and shall be crowned to allow for positive drainage, and shall be protected with concrete curbing, except in the case of a bioswale design. Bioswales, which are continuous, planting beds designed for the conveyance, absorption, or filtration of stormwater runoff, may be provided as an alternative design to conventional planting islands. ~~Landscape islands shall be planted with a variety of shade trees, ornamental trees, shrubbery, grasses and perennials, ground cover and other plant materials.~~

17.26.040 – Selection and installation of plant materials

- A. Selection of Plant Material
- Plant material shall be selected for its form, texture, color, size, and suitability to local conditions. The use of native woody and herbaceous plants is encouraged, unless a more traditional approach would be more compatible with the predominant landscape design in the area, or with the architecture of the building. All plant materials shall be of good quality and of a species capable of withstanding the climate extremes of northeastern Illinois and the conditions of the site. Size and density, both at the time of planting and at maturity, shall be considered when selecting plant material. The use of drought and salt tolerant plant material is preferred. Appendix C (Plant Palette) lists recommended and prohibited plant materials. Plant materials other than those listed as recommended may be approved if consistent with the design standards and requirements of this Chapter.
- B. Shade Trees
- All shade trees shall have a minimum trunk size at planting of two and one half to three inches (2 ½" to 3") in caliper at planting, unless otherwise specified. Minimum caliper shall be measured six inches above grade.
- C. Evergreen Trees
- Evergreens trees shall have a minimum height of six (6) feet at planting. Evergreens are useful in those areas where year-round screening and buffering is required. However, evergreens are generally incompatible with prairie plants.
- D. Ornamental Trees
- Ornamental trees shall have a minimum height of six (6) feet at planting, with the exception of true dwarf species, which may be shorter.
- E. Shrubs
- Shrubs shall have a minimum height of twenty-four inches (24") feet at planting.
- F. Planting Beds
- Unless otherwise specified, planting beds shall be mulched with shredded hardwood mulch. Mulch shall not be used as a substitute for plant materials.
(Ord. 2011-Z-1 § 20.)

G. Installation

All landscaping materials shall be installed in accordance with the planting procedures established by the American Association of Nurserymen in effect at the time the Landscape Plan is submitted. All plant materials shall be free of disease and shall be installed so that sufficient soil and water are available to sustain healthy growth.

17.26.050 – Completion and maintenance

A. Completion Guarantee

All required landscaping and screening materials shown on the approved Landscape Plan shall be installed prior to the issuance of an occupancy permit, weather permitting. In periods of weather conditions adverse to planting the landscaping materials shown on the approved Landscape Plan, a temporary occupancy permit may be issued prior to installation of landscaping and screening when the property owner provides the following:

1. A completion guarantee in the form of a cash escrow or irrevocable letter of credit in an amount equal to one hundred fifteen percent (115%) of the estimated cost of the landscaping installation, as certified by a landscape contractor or an Illinois registered landscape architect. (This completion guarantee shall not be required where the property owner is a unit of federal, state, or local government.)
2. Written permission from the property owner giving the City and its agents the right to enter upon the property to complete the installation of required landscaping, in case of forfeiture of the performance guarantee. (This provision shall not be required where the property owner is a unit of federal, state, or local government.) If the landscaping is not completed within six (6) months after the issuance of the temporary occupancy permit, the cash escrow or irrevocable letter of credit may be used by the City to complete the installation of the required landscaping.

B. Maintenance

The owner of the premises, and any lessee, shall be jointly and severally responsible to maintain, repair and replace all landscape materials and other improvements shown on the approved Landscape Plan over the entire life of the development. All trees and shrubs shall be maintained in good condition, including appropriate pruning. Planting beds shall be maintained by seasonal mulching and weed control, and shall be kept free of refuse and debris. Any plant materials such as trees, shrubs, perennials and ground covers that die, are in decline, or are supporting less than fifty percent (50%) of healthy leaf growth shall be replaced within six (6) months of notification by the City, in compliance with the approved Landscape Plan; however, the Director of Community Development may approve alternative materials if he determines that they would be more suitable than the originally approved plant materials and will provide an equivalent landscape effect. Plant materials that are diseased shall be treated, and if treatment is not successful, shall be replaced. Fences, refuse disposal areas, barriers and retaining walls shall be maintained in good repair. Irrigation systems, if provided, shall be maintained in good operating condition to promote the health of the plant material and the conservation of water. If existing vegetation that was used in lieu of new plantings to satisfy a requirement of this Chapter dies, the responsible party shall install new plant materials in conformance with the provisions of this Chapter and the approved Landscape Plan. For natural landscaping the following replacement thresholds shall apply. Plantings not meeting the minimum threshold shall be replaced after the time period specified.

1. Plantings of potted herbaceous perennials shall meet or exceed eighty-five percent (85%) survivorship of all plants and a minimum of seventy-five percent (75%) survivorship of any one species in healthy, vigorous condition, one full growing season following completion.
2. Plantings of seeded grasses, sedges and forbs shall meet or exceed seventy percent (70%) plant cover after one full growing season, eighty percent (80%) after two full growing seasons, and ninety-five percent (95%) after four full growing seasons following completion.

17.26.060 – General landscaping requirement

The minimum percentage of a lot or parcel that is landscaped shall be:

1. 20% for a lot or parcel with on-site stormwater storage
2. 15% for a lot or parcel with off-site stormwater storage
3. No minimum for a lot or parcel in the CBD-1 Zoning District

If the total landscaped area resulting from the requirements of subsequent Sections of this Chapter is less than the percentage required by this Section, additional landscaped area shall be provided to meet the minimum requirement of this Section.

Landscaping to meet this requirement may include any combination of the following:

1. Live plant materials such as trees, shrubs, herbaceous perennials, ground cover, turf grass, and annual plantings;
2. Decorative surfaces such as pavers, flagstone, boulders, etc.;
3. Stormwater detention and retention basins, including planting areas and water surface, but not including retaining walls more than three feet (3') in height;
4. Displays of public art, pedestrian plazas, walkways and seating areas open to the general public or to employees and patrons; and
5. Play surfaces such as ball fields, baseball diamonds, tennis courts and other sport courts that are available for use by the general public.

Paving for vehicular access, concrete sidewalks, and curbing shall not be counted as landscaped area, except that systems designed to integrate a drivable surface with turf grass or other plant growth may be counted as landscaped area, where they are provided for emergency access routes.

17.26.070 – Landscape buffers

- A. The Landscape Plan shall provide for Landscape Buffers to enhance privacy and provide screening between dissimilar uses, wherever the zoning district regulations require a Landscape Buffer Yard. Where Landscape Buffers overlap with other landscape requirements with respect to the same physical area on the lot, the requirement that yields more intensive landscaping shall apply, but the requirements need not be added together.
- B. The Director of Community Development, in the case of Design Review, or the City Council, in the case of a Planned Unit Development, may reduce or waive the requirements of this Section where existing conditions make it impractical to provide the required Landscape Buffer, or where providing the Landscape Buffer would serve no practical purpose. Examples include, but

are not limited to, instances where existing topography or structures effectively screen the more intensive use and provide a measure of privacy to the less intensive use.

- C. Within required Landscape Buffers along common property lines, opaque, year-round screening shall be provided by means of berming, landscaping, fencing and/or decorative walls to a height of six feet (6') above the grade of the common property line.
- D. Along right of way lines, where a Landscape Buffer of forty feet or more in width is required, opaque, year-round screening shall be provided by means of berming, landscaping, fencing and/or decorative walls, to a minimum height of six feet (6') above the grade of the right of way line. Such opaque, year-round screening shall be designed so that the first twenty feet (20') of the Landscape Buffer abutting the right of way line is relatively open and consists primarily of landscaping, and the elements of screening that provide opacity are located twenty feet (20') or more from the right of way line. Opaque, year-round screening is not required within Landscape Buffers of less than 40 feet in width along right of way lines.
- E. For each 400 square feet of required Landscape Buffer, there shall be at least one shade tree or two evergreen trees, plus ornamental trees, shrubs, ornamental grasses, or perennials as needed to soften the appearance of solid forms such as fences, walls and berms that may be used to provide a visual screen.
- F. If a new building or outdoor use is added on a lot where other buildings or uses exist, a Landscape Buffer, where required by the district regulations, shall be provided to buffer adjoining lots from the new building or use, but an additional Landscape Buffer beyond that which is required for the new building or use need not be provided to buffer adjoining lots from the existing buildings or uses.

17.26.080 – Building foundation landscaping

A. General Requirements

Building foundation landscaping shall be provided around the perimeter of all new non-residential and multi-family residential buildings. In the CBD-1 and CBD-2 Districts, foundation landscaping shall only be required in a setback of 5 feet or more from the building wall to the right-of-way or property line.

B. Guidelines for Location and Design

1. Building foundation landscaping shall include a range of sizes and types of plants, which relate to the size of the building. Consideration should be given to including shade trees, ornamental trees, evergreens, shrubs, decorative grasses, perennials, ground cover, and flowers, in a coordinated design.
2. Building foundation landscaping shall be continuous, except where walkways, driveways, or loading areas provide access to the building.
3. Building foundation landscaping planting beds shall be located immediately adjoining the building wall or, where the intervening space is designed for pedestrian use, the interior side of the planting bed shall be not more than sixteen (16) feet from the nearest building wall.
4. Turf grass shall not be counted as part of the required building foundation landscaping.

C. Requirements for Building Foundation Landscaping

1. The amount of plants required shall be calculated by dividing the total lineal feet of the building foundation planting beds ~~building's walls~~ by fifty (50). A combination of the

following landscape materials shall be required per every fifty (50) lineal feet of building foundation planting bed building wall:

- a. Any combination of two (2) shade, ornamental, or evergreen trees. Large shrubs may be counted as required trees on a case-by-case basis in cases where the planting of trees is impractical.
 - b. Any combination of twenty (20) shrubs, bushes, and perennials. Ground covers, annuals, and turf grasses shall not count towards fulfilling this requirement.
2. ~~Not less than seventy five percent (75%) of the horizontal dimension of the front wall of the building shall be landscaped. The front wall shall be considered the wall on which the primary public entrance to the building is located.~~
 3. Not less than fifty percent (50%) of the total horizontal dimension of the remaining building walls, excluding door openings, shall be landscaped, however a minimum of fifty percent (50%) of walls that face a public street shall be landscaped. ~~The landscaping may be distributed among all non-front building walls.~~
 4. The minimum width of planting beds for building foundation landscaping shall be eight five feet (58'), measured perpendicular to the building, unless otherwise specified as follows:
 - a. CBD-1 and CBD-2 Districts: No minimum width
 - ~~b. BL and BT districts: Five (5) feet~~
 5. Special Requirements for the M-1 and M-2 Districts
Within the M-1 and M-2 Districts, building foundation landscaping as required in the preceding sections may be modified along walls that face lot lines which abut another lot in the M-1 or M-2 district and do not abut a street. The requirement shall only be modified for the portion of such walls located a distance greater than two times the required yard setback from any street, in compliance with the following:
 - a. Where off-street parking or loading areas abut a building wall, building foundation landscaping shall not be required.
 - b. Where off-street parking or loading areas do not abut a building wall, building foundation landscaping shall be required; however this requirement shall be waived if an equivalent area of landscaping is provided in an alternate location, subject to the approval of the Director of Community Development. Shade or ornamental trees may be utilized to meet this requirement at a rate of one tree per 160 square feet of required building foundation landscape area.

17.26.090 – Public street frontage landscaping and parking lot landscaping

A. Public Street Frontage Landscaping

A. General Requirements

Landscaping is required in the front and exterior side yard adjoining a public street right-of way in the RM-1, RM-2, RM-3, BL, BC, BR, OR, M-1 and M-2 zoning districts.

B. Guidelines for Location and Design

1. Shade trees, ornamental trees, evergreen trees, ornamental and evergreen shrubs, perennials, decorative walls, fencing, and berming shall be placed in

naturally appearing groupings as opposed to distributed in a linear fashion. These groupings shall be placed strategically to accentuate the development's architecture or other significant features while concealing mechanical or other physical structures that do not add to the aesthetic value of the site. The groupings shall also be designed to create visual interest by varying the heights and widths of plant materials.

2. Types of plants chosen should be salt and drought tolerant.
3. Types of plants and plant groupings should provide four-season color and variety in texture and shape.

C. Required Landscape Materials

1. One shade, ornamental, or evergreen tree is required per every 50 lineal feet of public street frontage.
2. No less than 75% of the public street frontage as measured horizontally along the lot lines abutting the street excluding driveways shall be planted with a combination of ornamental shrubs, evergreen shrubs, and perennials. This requirement may be reduced to 40% if a minimum of 50% of the street frontage is supplemented with decorative walls, ornamental fencing, or sculptured berming, or the design includes permanent quasipublic usable open space or a visual focal feature abutting the right-of-way, such as water features, public art, public seating areas, or a similar improvement of visual interest, ~~then the requirement for trees and shrubs shall be reduced to 40%~~, provided the landscaping is designed to enhance the aesthetics of the wall, fence, berm, or feature provided.
(Ord. 2013-Z-21 § 6.)

17.26.100 – Parking lot landscaping

B.A. Screening of Parking Lots, Motor Vehicle Displays, and Drive-Throughs

A.1. Screening from Public Streets

Parking lots with more than five spaces, a Motor Vehicle Display, or a Drive-Through facility abutting a public street shall be screened to a minimum height of thirty inches (30") for no less than 50% of public street frontage measured horizontally along the lot line abutting the street and adjoining the parking lot, Motor Vehicle Display, or Drive-Through facility, except where driveways and walkways generally perpendicular to the street are located. Screening shall be designed to soften and partially conceal the view of vehicles in parking or stacking spaces from the street. Required public street frontage landscaping may be used to meet this standard.

B.2. Screening of Residential Parking Lots adjoining other Residential Uses

Parking lots of more than 5 spaces located on a residential lot that adjoins a residential use on a separate lot shall be screened in accordance with the requirements of Section 17.26.070 Landscape Buffers, regardless of whether a Landscape Bufferyard is required.

C.B. Interior Parking Lot Landscaping

1. General Requirements for all Parking Lots Landscape Islands

A. One landscape island shall be required per ten (10) parking spaces.

A.—B. All interior rows of parking shall be terminated by a landscape island or other landscaped area, except that this requirement may be waived for islands that would

obstruct an accessible route (as defined in the Illinois Accessibility Code) from handicap parking spaces to the building.

~~B.—Parking Lots Containing Twenty (20) or More Parking Spaces~~

~~1.—General Requirements~~

~~A minimum of ten percent (10%) of the interior area of the parking lot shall be devoted to landscaping. The “interior area” of a parking lot means the area within a perimeter bounded by the backs-of-curbs (or edge of pavement where curbs are not used) encompassing the outer limits of parking spaces and circulation drives. Landscape islands extending into the parking lot from its edges may count toward the 10% minimum requirement. Landscaping located outside of the interior area of the parking lot shall not count toward the 10% minimum interior landscape requirement, nor is it used in calculating the interior area of the parking lot.~~

~~2.—Guidelines for Location and Design~~

~~Landscape islands shall be distributed throughout the interior area of the parking lot to provide shade and enhance the visual appeal of the site. In general, the maximum distance between landscape islands should be approximately 60 to 100 feet.~~

2. Required Landscape Materials

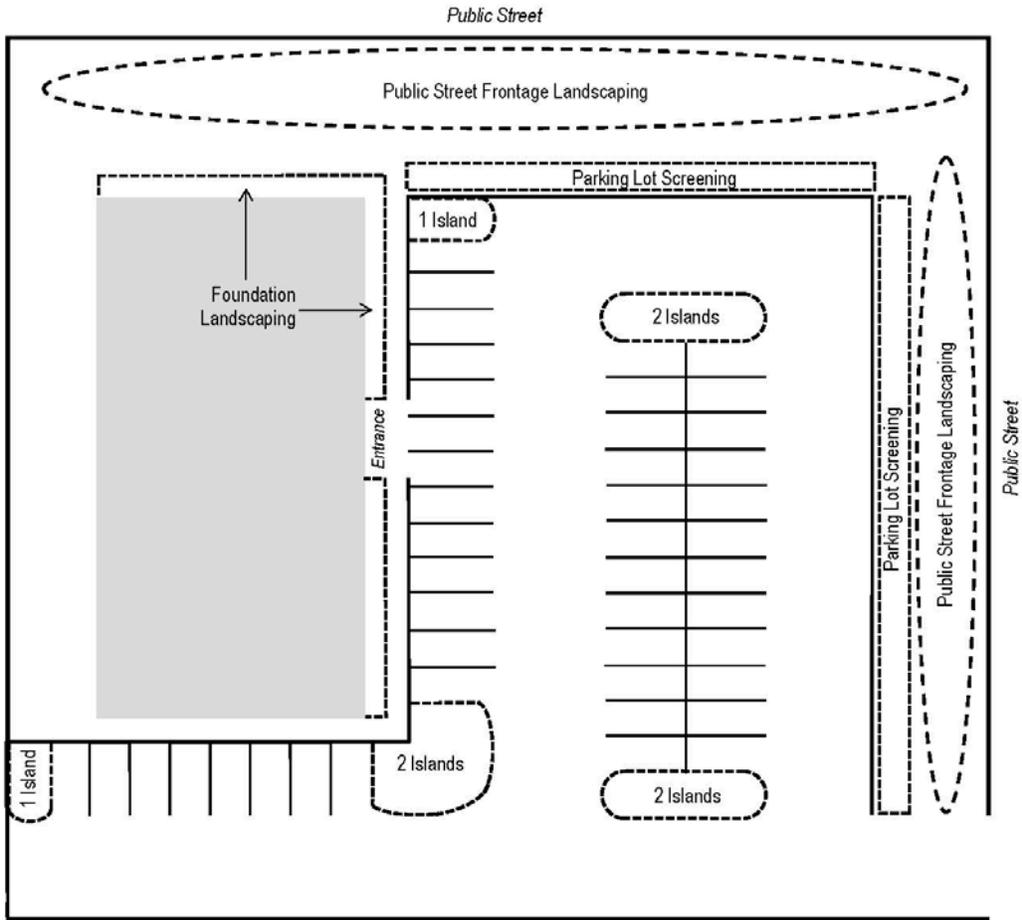
A. One shade tree shall be required per landscape island meeting the size standard of Section 17.26.030.K. Two shade trees shall be required within landscape islands that terminate a double row of parking.

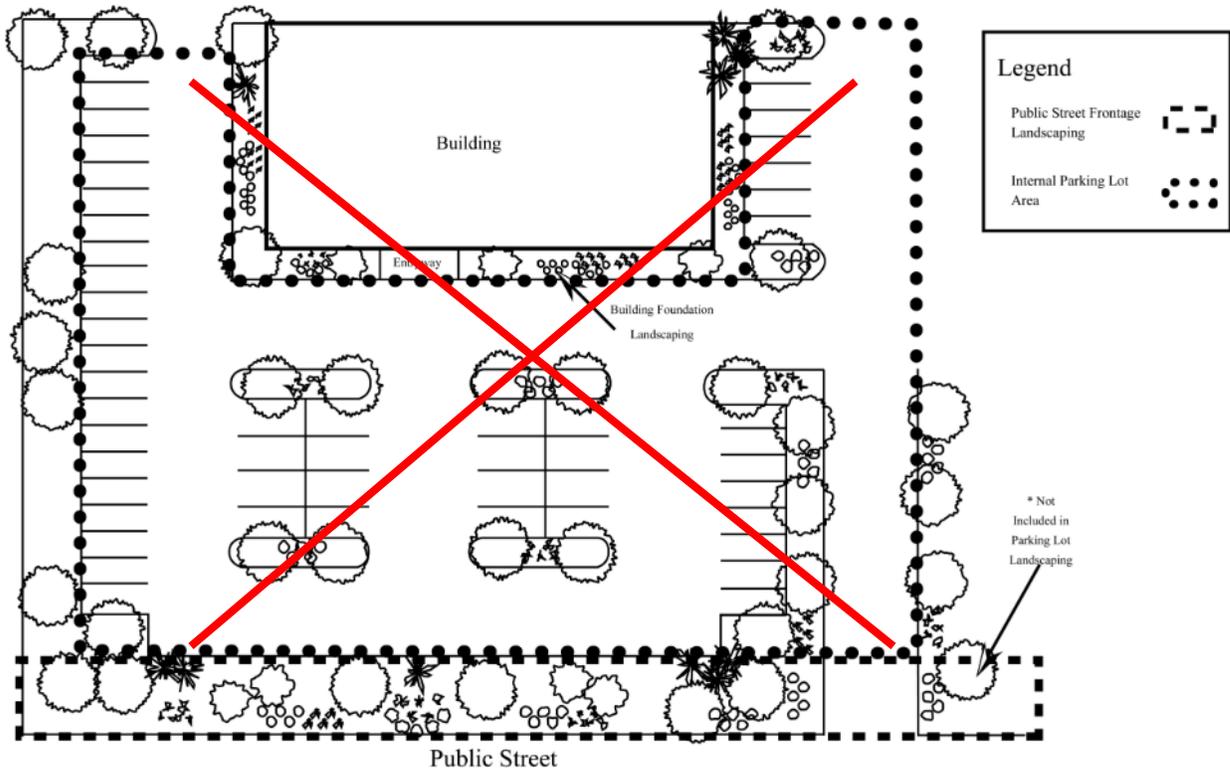
B. Landscape islands shall be planted with a variety of shade trees, ornamental trees, shrubbery, grasses and perennials, ground cover and other plant materials.

3. C. Where the location of utilities or other required infrastructure conflicts with the placement of trees within landscape islands, required trees may be located adjacent to the parking lot.

~~The minimum number of shade trees required for interior parking lot landscaping shall be the product of dividing the total area of required interior parking lot landscaping, in square feet, by 160. These trees shall be located primarily within the interior of the parking lot, and may be evenly spaced or grouped, depending on their growth characteristics and the desired design effect.~~

Figure 1: Required Landscape Areas





17.26.100-110 – Sign landscaping

Freestanding signs shall be landscaped at the base of the sign in accordance with the following:

- A. The landscaping shall extend a minimum of three (3) feet from the outer edge of the sign base on all sides. Where the area around the base of a sign is insufficient in size to accommodate landscaping, the Director of Community Development may permit installation of a portion of the required landscaping at an alternate location on the site.
- B. Freestanding signs shall be landscaped with small shrubs, ornamental grasses, and/or perennials to a height of twelve inches (12”) to three feet (3’) at planting, depending on the height of the sign.

17.26.110-120 – Retaining walls

- A. The Building ~~and Code Enforcement Division Manager-Commissioner~~ may require review of retaining walls by a structural and/or civil engineer for stability and drainage.
- B. In the CBD-1 District, retaining walls shall be of a historic character, preferably brick and mortar or cut limestone, or other material approved by the Director of Community Development.
- C. For retaining walls over four (4) feet in height, a terrace or stepping back of the wall shall be required to allow for a planting area. The terrace shall be between one-third (1/3) and one-half (1/2) of the total retaining wall height, as measured from the base of the wall. The planting area shall be no less than two (2) feet in width and shall be planted with a combination of turf, shrubs and perennials. This standard shall not apply to a retaining wall which forms the inside wall of a detention basin.

17.26.120-130 – Additional screening requirements

A. Refuse Dumpsters and Recycling Containers

Outdoor refuse dumpsters, recycling containers, compacting equipment, pallet storage, baled cardboard, and other refuse and recycling materials that are visible from public streets or adjoining property shall be enclosed and screened on all sides by a masonry screen wall or opaque fence, at a height sufficient to provide screening of the container, unit, material and pallets. Such enclosures shall be gated ~~and situated on a concrete apron that extends a minimum of six (6) feet beyond the opening of the enclosure~~. No material shall be permitted to accumulate such that it is visible above the height of the enclosure.

B. Outdoor Storage

Where outdoor storage areas accessory to nonresidential uses are visible from a public street or from any lot in a residential district, opaque, year-round screening shall be provided by means of berming, landscaping, fencing and/or masonry walls, to a minimum height of six feet (6') above the grade of the right of way line or property line, as the case may be. Where feasible, fences and walls used to provide the screening that are located along public rights-of-way shall be landscaped to provide a softening effect in accordance with Section 17.26.030 E (Softening of Walls and Fences). The height of materials stored outdoors shall not exceed the height of the screening provided.

C. Loading ~~Berths~~Docks

Except in the M-1 and M-2 Districts, loading ~~berths docks~~ shall be located and oriented so that they are not visible from the public right-of-way, or shall be screened from the public right of way to a height of eight feet (8 ft.) above the elevation of the right of way line. If any lot in any district containing a loading ~~berth dock~~ adjoins or is across the street from a lot in a residential district, the loading ~~berth dock~~ shall be screened from view from the residential property to a height of eight feet (8') above the elevation of the common property line or right of way line, as the case may be.

D. Screening of Mechanical Equipment

1. Ground-Mounted Equipment

- a. In accordance with the provisions of Table 17.22-3 (Permitted Encroachments), where it is impractical to locate ground-mounted HVAC and other mechanical equipment within the rear or interior side yard of a single-family or two-family dwelling, the Building ~~and Code Enforcement Division Manager~~ Commissioner may approve an alternative location if the mechanical equipment is screened with landscaping, hedges, berming, walls and/or fencing so as not to be visible from any public street or adjoining lot when viewed from an observation height of five feet above grade.
- b. For multi-family residential and non-residential buildings, ground-mounted mechanical equipment, such as HVAC units, refrigeration units, and pool equipment is discouraged. Wherever possible, this equipment should be contained within the building or roof-mounted. Where the nature of the mechanical equipment or the design of the building precludes its location within the building or on the roof, it shall be screened from view from public streets and adjoining residential dwellings by landscaping, berming, walls and/or fencing. Color and texture of any screening wall or fence shall be compatible with the color and texture of the primary buildings on the site.

2. Building or Roof-Mounted Equipment

- a. All newly installed or enlarged mechanical equipment, such as HVAC units, refrigeration units, and pool equipment located on the roof of any structure in

any zoning district shall be screened from view from public streets and adjoining residential dwellings by its location on the roof (away from the parapet), by an architectural element of the building (e.g. a parapet), by a screening wall that is compatible with materials of the building, or a combination thereof. Where the majority of an individual unit of equipment is screened by its location, a parapet wall, and/or the building architecture, and where installation of a screening wall would increase the visual mass of the equipment, a screening wall may not be required, provided the unit is painted to blend with the building.

- b. For existing buildings with roof-mounted equipment lacking screening, equipment may be replaced or added without additional screening, provided the equipment has been located in the most unobtrusive location available on the roof. Where possible, new equipment shall be grouped with existing equipment in an organized manner that is consistent with the architecture of the building.

(Ord. 2011-Z-1 § 25.)

E. Screening of Large Satellite Dish Antennas

Large Satellite Dish Antennas shall be fully screened so as not to be visible from any public street or adjoining lot when viewed from an observation height of five feet above grade.

Groundmounted antennas shall be screened by landscaping, berming, walls and/or fencing.

Roof-mounted antennas shall be screened by their location on the roof (away from the parapet), by an architectural element of the building (e.g. a parapet), by a screening wall, or a combination thereof. Any screening wall or fence shall be compatible with the color texture, and/or materials of the primary buildings on the site.

TABLE 17.14-2
BUSINESS AND MIXED USE DISTRICTS
BULK REGULATIONS

ft = feet sf = square feet du = dwelling unit B = building and structures P = parking lots	ZONING DISTRICT				
	BL	BC	BR	CBD-1	CBD-2
Minimum Lot Area 1	Dwelling, Upper Level: 3,000sf/du Minor Motor Vehicle Service & Repair: 1 acre Other Uses: No minimum lot area	1 acre	1 acre	Dwelling, Upper Level & Multi- family: 1,000 sf/du Nonresidential Uses: No minimum lot area	Single-Family: 5,000sf Two-family: 3,750 sf/du Townhouse: 3,000 sf/du Upper Level & Multi-Family: 2,200sf/du Non-Residential Uses: 5,000 sf
Minimum Lot Width	None	None	None	None	Townhouse, multi-family, mixed-use development: 100 ft All other uses: 50 ft
Maximum Building Coverage 2	60%	40%	30%	None	Single-family: 25% All other uses: 40%
Maximum Gross Floor Area per Building	10,000 sq	75,000 sq	None	40,000 sq	10,000 sq
Maximum Building Height	30 ft	40 ft	40 ft	50 ft	40 ft
Front Yard 3	B: Minimum 20 ft P: Minimum 10 ft	B, P: Minimum 20 ft	B, P: Minimum 20 ft	B: Maximum 5 ft/No Minimum P: Minimum 5 ft	B, P: Minimum 5 ft
Side Yards:					
Interior Side Yard	B: Minimum 5 ft P: None	B: Minimum 10 ft P: None	B: Minimum 15 ft P: None	B: If provided, minimum 5 ft P: None	B: Minimum 5 ft P: None
Exterior Side Yard	B: Minimum 20 ft P: Minimum 10 ft	B, P: Minimum 20 ft	B, P: Minimum 20 ft	B: Maximum 5 ft/No minimum P: Minimum 5 ft	B, P: Minimum 5 ft
Minimum Rear Yard	B: 20 ft, P: None	B: 30 ft, P: None	B: 30 ft, P: None	B,P: None	B: 20 ft, P: None
Landscape Buffer Yard (B, P) 3, 4	10 ft	25 ft	40 ft., except on lots with a building over 150,000 sf of gross floor area: 80 ft.	None	10 ft

¹ The Lot Area for Two Family, Townhouse and Multi-Family developments with more than one lot may be calculated by adding the land area of all lots and common areas on which one category of dwellings is located, and dividing the total land area by the total number of dwelling units of that category. Common areas may be included in the calculation of land area, except for the area within a public or private street right of way; if no right of way is designated to private streets, the area between the backs of curbs of the private street shall be excluded.

² In the CBD-2 District, if a detached garage is provided in lieu of an attached garage, or if an attached garage is accessed via an alley, a) on lots 65 feet or less in width, 500 square feet of additional Building Coverage is allowed, and b) on lots more than 65 feet in width, 250 square feet of additional Building Coverage is allowed.

³ If an existing parking facility is resurfaced or reconstructed, and the parking facility does not meet the current [parking setback yard](#) requirement, the required ~~set backyard~~ may be reduced by fifty percent (50%). If the existing parking facility is set back at a distance greater than fifty percent (50%) of the required ~~parking facility set back yard~~ of the Zoning District, the existing parking facility setback shall not be reduced ([See Section 17.24.010.A](#)).

⁴ 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.

Proposed Plant Palette

Existing Plant Palette can be viewed here:

<https://codebook.stcharlesil.gov/sites/default/files/appendix-exhibits/Appendix%20C%20-%20Plant%20Palette.pdf>

APPENDIX C

Appendix C: PLANT PALETTE										
Botanic Name	Cultivar or Common Name	Native	Drought Tolerant	Parking Lot (Salt Tolerant)	Buffer/ Screening	Foundation Landscape	Sun	Shade	Signs	Encouraged Along Arterials
GROUNDCOVERS										
<i>Asarum canadense</i>	Canadian Wild Ginger	X						X		
<i>Euonymus fortunei 'coloratus'</i>	Wintercreeper, Purpleleaf									X
<i>Hedera helix</i>	Ivy, English					X				
<i>Parthenocissus tricuspidata</i>	Ivy, Boston					X	X	X		
<i>Polygonum cuspidatum 'compactum'</i>	Fleeceflower, Dwarf		X			X	X			X
<i>Sedum kamtschaticum</i>	Stonecrop, Kamtschatka		X	X		X	X			X
<i>Vinca minor</i>	Periwinkle						X	X		
<i>Waldsteinia ternata</i>	Strawberry, Barren					X	X	X		
PERENNIALS										
<i>Achillea millefolium</i>	Yarrow			X		X	X		X	X
<i>Agastache scrophulariaefolia</i>	Purple Giant Hyssop	X					X			
<i>Allium cernuum</i>	Nodding Wild Onion	X					X			X
<i>Amorpha canescens</i>	Lead Plant	X					X	X		
<i>Aquilegia canadense</i>	Wild Columbine	X						X		
<i>Artemisia stelleriana 'Brocade'</i>	Artemisia		X				X			
<i>Asclepias tuberosa</i>	Butterfly Weed	X								X
<i>Aster novi-angliae 'Purple Dome'</i>	Aster, New England			X		X	X	X	X	
<i>Astilbe chinensis</i>	Astilbe							X		
<i>Baptisia australis</i>	False Indigo, False	X	X				X			
<i>Coreopsis palmata</i>	Stiff Tickseed	X				X	X		X	X
<i>Coreopsis verticillata</i>	Coreopsis, Threadleaf					X	X	X	X	X
<i>Echinacea pallida</i>	Pale Purple Coneflower	X	X	X		X	X		X	
<i>Echinacea purpurea</i>	Coneflower, Purple	X								X
<i>Eryngium yuccifolium</i>	Rattlesnake Master	X	X				X			
<i>Eupatorium maculatum</i>	Joe Pye Weed	X	X				X		X	
<i>Euphorbia polychroma</i>	Spurge, Cushion		X				X			
<i>Gaillardia x grandiflora</i>	Blanketflower		X				X			
<i>Geranium hybrids</i>	Geranium, Hybrid						X	X		
<i>Geranium maculatum</i>	Geranium, Wild	X								
<i>Geum triflorum</i>	Prairie Smoke	X					X			
<i>Heliopsis helianthoides</i>	False Sunflower	X	X				X			
<i>Hemerocallis hybrids</i>	Daylily, Hybrid		X	X		X	X	X	X	X
<i>Heuchera americana</i>	Alum Root					X		X		

APPENDIX C

Botanic Name	Cultivar or Common Name	Native	Drought Tolerant	Parking Lot (Salt Tolerant)	Buffer/ Screening	Foundation Landscape	Sun	Shade	Signs	Encouraged Along Arterials
<u>Hosta, species, hybs. and cultivars</u>	Hosta		X	X		X	X	X	X	
<u>Iris siberica cultivars</u>	Iris, Siberian									
<u>Iris versicolor</u>	Iris, Blue Flag							X		
<u>Liatris aspera</u>	Blazing Star	X					X			
<u>Liatris spicata cultivars</u>	Gayfeather	X					X			
<u>Lobelia cardinalis</u>	Cardinal Flower	X					X	X		
<u>Monarda fistulosa</u>	Wild Bergamot, Horsemint	X				X	X		X	
<u>Parthenium integrifolium</u>	Wild Quinine	X	X				X			
<u>Penstemon digitalis</u>	Penstemon	X	X				X			
<u>Perovskia atriplicifolia</u>	Sage, Russian		X	X			X		X	
<u>Physostegia virginiana</u>	Obedient Plant	X					X	X		
<u>Ratibida pinnata</u>	Prairie or Gray Headed Coneflower	X				X	X		X	
<u>Rudbeckia fulgida 'Goldsturm'</u>	Black-Eyed Susan, Hybrid					X	X		X	
<u>Rudbeckia subtomentosum</u>	Black-Eyed Susan, Native, Sweet	X								
<u>Salvia nemorosa 'Caradonna'</u>	Salvia, Hybrid					X	X		X	X
<u>Sedum spectabile 'Autumn Joy'</u>	Sedum, Autumn Joy		X	X		X	X		X	X
<u>Solidago speciosa</u>	Showy Goldenrod	X	X			X	X		X	X
<u>Veronica incana</u>	Speedwell, Woolly						X	X		
<u>Veronicastrum virginicum</u>	Culver's Root	X			X	X	X	X		
<u>Zizia Alexander</u>	Golden Alexander	X								
ORNAMENTAL GRASSES										
<u>Andropogon gerardii</u>	Bluestem, Big	X	X				X		X	
<u>Calamagrostis acutifolia 'Karl Foerster'</u>	Feather Reed Grass						X		X	X
<u>Carex, species</u>	Carex (excluding nutsedge)						X	X		X
<u>Helictotrichon sempervirens</u>	Blue Oat Grass						X			
<u>Panicum virgatum</u>	Switch Grass	X				X	X		X	
<u>Pennisetum alopecuroides</u>	Fountain Grass		X		X	X	X		X	
<u>Schizachyrium scoparium</u>	Bluestem, Little	X	X		X	X	X		X	
<u>Sorghastrum nutans</u>	Indian Grass	X	X				X			
<u>Spartina pectinata</u>	Cordgrass, Prairie	X	X				X			
<u>Sporobolus heterolepis</u>	Dropseed, Prairie	X	X				X			

Botanic Name	Cultivar or Common Name	Native	Drought Tolerant	Parking Lot (Salt Tolerant)	Buffer/ Screening	Foundation Landscape	Sun	Shade	Signs	Encouraged Along Arterials
SHRUBS										
Deciduous Shrubs (small-med)										
<i>Berberis thunbergii</i>	Barberry		X	X	X	X	X	X	X	
<i>Ceanothus americanus</i>	New Jersey Tea	X	X			X	X	X		
<i>Chaenomeles speciosa</i>	Quince, Flowering		X				X			
<i>Clethra alnifolia</i>	Summersweet	X		X	X	X	X	X		
<i>Cornus sericea</i>	Dogwood, Redtwig	X	X	X	X	X	X	X	X	
<i>Cotoneaster apiculata</i>	Cotoneaster, Cranberry									
<i>Diervilla lonicera</i>	Bush Honeysuckle	X	X	X	X	X	X	X	X	
<i>Diervilla sessifolia</i>	Bush Honeysuckle	X								
<i>Hamamelis virginiana</i>	Common Witchhazel	X			X	X	X	X	X	
<i>Hydrangea arborescens</i>	Hydrangea, Arborescens	X			X	X	X	X	X	
<i>Hydrangea paniculata</i> 'grandiflora'	Hydrangea, Panicle				X	X	X	X	X	
<i>Lonicera xylosteum</i>	Lonicera, Dwarf									
<i>Rhus aromatica</i> 'Gro-Low'	Sumac, Gro-Low		X	X		X	X	X	X	X
<i>Ribes alpinum</i> 'Greenmound'	Currant, Alpine Greenmound									
<i>Rosa carolina</i>	Carolina Rose, Pasture Rose	X				X	X		X	X
<i>Rosa rugosa</i>	Rose, Shrub Rugosa									
<i>Rosa x</i>	Rose, Shrub, Flower Carpet Series					X	X		X	X
<i>S. x doornbuseii</i> 'Magic Berry'	Coralberry									
<i>Spirea fritschiana</i>	Spirea, Fritsch									
<i>Spirea japonica</i>	Spirea, Japanese 'Little Princess'			X	X	X	X		X	
<i>Spirea x bumalda</i>	Spirea, Hybrid Bumalda			X	X	X	X		X	
<i>Symphoricarpus alba</i> 'Hancock'	Coralberry				X			X	X	
<i>Syringa meyeri</i> 'Palibin'	Lilac, Dwarf Palibin			X	X	X	X		X	
<i>Syringa patula</i> 'Miss Kim'	Lilac, Dwarf Korean			X	X	X	X		X	

Botanic Name	Cultivar or Common Name	Native	Drought Tolerant	Parking Lot (Salt Tolerant)	Buffer/ Screening	Foundation Landscape	Sun	Shade	Signs	Encouraged Along Arterials
Deciduous Shrubs (med-large)										
<i>Amelanchier stolonifera</i>	Serviceberry, Running		X	X		X	X	X		
<i>Aronia arbutifolia</i> <i>'Brilliantissima'</i>	Chokeberry, Red		X				X	X		
<i>Aronia melanocarpa</i>	Chokeberry, Black		X				X	X		X
<i>Cephalanthus occidentalis</i>	Buttonbush									
<i>Cornus mas 'Golden Glory'</i>	Dogwood, Corneliancherry			X	X	X	X	X	X	
<i>Cornus racemosa</i>	Dogwood, Gray	X	X	X	X	X	X	X	X	
<i>Corylus americana</i>	Filbert, American Hazelnut	X					X	X		
<i>Cotoneaster acutifolia</i>	Cotoneaster, Peking		X	X		X	X	X	X	
<i>Lonicera tatarica 'Zabelli'</i>	Honeysuckle, Tatarian Red					X	X	X	X	
<i>Physocarpus opulifolius 'nanus'</i>	Ninebark, Dwarf									
<i>Rhus aromatica</i>	Sumac, Fragrant	X								
<i>Ribes alpinum</i>	Currant, Alpine		X	X		X	X	X	X	
<i>Rosa rugosa</i>	Rose, Shrub Rugosa									
<i>Spiraea prunifolia</i>	Spiraea, Bridalwreath									
<i>Spiraea x vanhoutteii</i>	Spiraea, VanHoutte			X	X	X	X		X	
<i>Syringa chinensis 'Saugeana'</i>	Lilac, Hedge			X	X	X	X		X	
<i>Syringa vulgaris</i>	Lilac, Common			X	X	X	X		X	
<i>Viburnum dentatum</i>	Viburnum, Arrowwood	X			X	X	X	X	X	X
<i>Viburnum lantana 'Mohican'</i>	Viburnum, Wayfaring				X	X	X		X	
<i>Viburnum opulus</i>	Viburnum, Highbush Cranberry									
<i>Viburnum prunifolium</i>	Viburnum, Blackhaw	X	X		X	X	X		X	
<i>Viburnum trilobum</i>	Viburnum, American	X			X	X	X		X	
Evergreen Shrubs										
<i>Juniperus chinensis cultivars</i>	Juniper, Upright				X	X	X		X	X
<i>Juniperus horizontalis cultivars</i>	Juniper, Creeping				X	X	X		X	X
<i>Juniperus sabina cultivars</i>	Juniper, Savin									
<i>Pinus mugo pumilio</i>	Pine, Mugo Dwarf									
<i>Taxus x media cultivars</i>	Yew, Spreading									

Botanic Name	Cultivar or Common Name	Native	Drought Tolerant	Parking Lot (Salt Tolerant)	Buffer/ Screening	Foundation Landscape	Sun	Shade	Signs	Encouraged Along Arterials
TREES										
Evergreen										
<i>Abies concolor</i>	Fir, White, Concolor	X	X		X		X			
<i>Picea abies</i>	Spruce, Norway									
<i>Picea glauca</i>	Spruce, White	X								
<i>Picea pungens cultivars</i>	Spruce, Colorado				X		X			
<i>Pinus nigra</i>	Pine, Austrian		X	X	X		X			
<i>Thuja occidentalis cultivars</i>	Arborvitae, Eastern				X		X			
Ornamental										
<i>Acer campestre</i>	Maple, Hedge		X	X	X	X	X			
<i>Acer ginnala 'Flame'</i>	Maple, Amur		X		X		X			
<i>Acer miyabe 'Morton'</i>	Maple, Miyabe									
<i>Acer tataricum</i>	Maple, Tatarian									
<i>Alnus glutinosa</i>	Alder, Black						X			
<i>Amelanchier species and hybrids</i>	Serviceberry		X	X	X	X	X		X	
<i>Cercis canadensis</i>	Redbud	X	X				X	X	X	
<i>Cornus mas</i>	Dogwood, Corneliancherry				X	X	X			
<i>Crataegus crusgalli var. inermis</i>	Hawthorn, Cockspur		X	X	X	X	X	X		
<i>Crataegus phaenopyrum</i>	Hawthorn, Washington	X	X	X	X	X	X	X		
<i>Malus species and hybrids</i>	Crabapple		X	X	X	X	X		X	X
<i>Syringa pekinensis 'Morton'</i>	Lilac, Peking			X		X	X			
<i>Syringa reticulata 'Ivory Silk'</i>	Lilac, Japanese Tree			X			X			X
Shade										
<i>Acer x freemannii 'Autumn Blaze'</i>	Maple, Hybrid									
<i>Celtis occidentalis 'Prairie Pride'</i>	Hackberry, Common	X	X				X	X		
<i>Corylus colurna</i>	Filbert, Turkish		X				X	X		
<i>Ginkgo biloba</i>	Ginkgo, Maidenhair Tree						X			X
<i>Gleditsia triacanthos 'inermis'</i>	Honeylocust		X	X	X		X			X
<i>Gymnocladus dioicus</i>	Coffeetree, Kentucky	X		X			X			X
<i>Quercus bicolor</i>	Oak, Swamp White	X								
<i>Quercus macrocarpa</i>	Oak, Bur	X								
<i>Quercus robur</i>	Oak, English				X		X			
<i>Quercus rubra</i>	Oak, Northern Red	X								

Botanic Name	Cultivar or Common Name	Native	Drought Tolerant	Parking Lot (Salt Tolerant)	Buffer/ Screening	Foundation Landscape	Sun	Shade	Signs	Encouraged Along Arterials
<i>Quercus x schuettii</i>	Oak, Hybrid, Schuett									
<i>Tilia americana 'Redmond'</i>	Linden, American									
<i>Tilia cordata 'Glenleven'</i>	Linden, Littleleaf									
<i>Tilia cordata 'Greenspire'</i>	Linden, Littleleaf		X				X	X		
<i>Ulmus x</i>	Elm, Hybrid			X			X			

UNACCEPTABLE TREES

Botanic Name	Cultivar or Common Name	Problem(s)
<i>Robinia spp.</i>	Black locust	Shallow roots/invasive
<i>Acer negundo</i>	Boxelder	Weak wooded
<i>Rhamnus frangula</i>	Buckthorn	Disease/short lived
<i>Morus spp.</i>	Mulberry	Litter/short lived
<i>Maclura pomifera</i>	Osage orange	Litter/thorns
<i>Diospyros spp.</i>	Persimmon	Litter
<i>Populus spp.</i>	Poplar	Weak wooded/short lived
<i>Elaeagnus angustifolia</i>	Russian olive	Weak wooded/short lived
<i>Acer saccharinum</i>	Silver maple	Weak wooded
<i>Ailanthus spp.</i>	Tree of heaven	Weak wooded/invasive
<i>Juglans spp.</i>	Walnut	Litter
<i>Salix</i>	Willow, corkscrew	Weak wooded/litter

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4d

Title:	Plan Commission recommendation to approve a General Amendment to Title 17 of the St. Charles Municipal Code (Zoning Ordinance) pertaining to definitions of Pet Care Facility, Arbor/Trellis and Pergola, and limitations on lighting.
Presenter:	Ellen Johnson

Meeting: Planning & Development Committee

Date: January 14, 2019

Proposed Cost: N/A

Budgeted Amount: N/A

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

Staff is proposing multiple minor amendments to the Zoning Ordinance under a single application for General Amendment to address issues observed with existing ordinance definitions and lighting provisions. The following amendments are proposed:

1. Clarify the definition of Pet Care Facility.
2. Currently, Arbor/Trellis and Pergola are regulated separately; however Arbor/Trellis is not defined. Add a definition of Arbor/Trellis and amend the definition of Pergola to differentiate between these structures.
3. Series lighting or neon tubing used to trim windows or outline architectural features are currently prohibited. Clarify that this provision applies only to commercial and mixed-use districts. Permit this type of lighting in commercial areas for a two-month period over the holidays.
4. Clarify prohibition of backlit awnings.

Plan Commission Review

Plan Commission held a public hearing on 1/8/19 and voted 8-0 to recommend approval of the General Amendment, with a condition that limitations on series lighting shall not apply in residential zoning districts.

This condition has been incorporated into the proposal.

Attachments (please list):

Plan Commission Resolution, Staff Report, General Amendment Application

Recommendation/Suggested Action (briefly explain):

Plan Commission recommendation to approve a General Amendment to Title 17 of the St. Charles Municipal Code (Zoning Ordinance) pertaining to definitions of Pet Care Facility, Arbor/Trellis and Pergola, and limitations on lighting.

City of St. Charles, Illinois
Plan Commission Resolution No. 2-2019

A Resolution Recommending Approval of a General Amendment to Ch. 17.30 “Definitions”, Section 17.30.020 “Use Definitions” regarding Pet Care Facilities and Section 17.30.030 “General Definitions” regarding Pergola and Arbor/Trellis; and Ch. 17.28 “Signs”, Section 17.28.060 “Illumination” regarding series and awning lighting.

Passed by Plan Commission on January 8, 2019

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. 17.30 “Definitions”, Section 17.30.020 “Use Definitions” regarding Pet Care Facilities and Section 17.30.030 “General Definitions” regarding Pergola and Arbor/Trellis; and Ch. 17.28 “Signs”, Section 17.28.060 “Illumination” regarding series and awning lighting; 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.

Commercial & Office Areas Goal 1 is to, “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.” The proposed amendment to the definition of Pet Care Facility supports this goal by allowing some flexibility for establishing this type of use, in response to the way these types of service businesses operate. The proposed clarifications to lighting limitations promote attractive commercial areas.

Residential Areas Goal 1 is to, “Maintain the City’s image and desirability as a great place to live by preserving and enhancing the diversity, quality, character, safety, affordability, and appeal of residential neighborhood” (p. 22). The proposed amendment supports this goal in relation to clarifying the definition of certain accessory structures to allow enforcement of setback requirements which will help to maintain and preserve the desirability of residential neighborhoods.

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

The proposed amendment supports the following purpose statements listed in Ch. 17.02 of the Zoning Ordinance:

- Protecting the character of established residential neighborhoods.
- Maintaining business and industrial areas that are attractive and economically viable.

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.

The proposed amendment regarding the definition of Pet Care Facilities adds clarification to existing requirements and establishes a definition that is in accordance with the intended definition of this use.

The proposed amendment regarding Arbor/Trellis and Pergola clarifies existing requirements in that the ordinance contains setback standards for Arbor/Trellis but does not currently provide a definition for this type of structure.

The proposed amendment regarding neon and series lighting is more workable than existing text as it allows flexibility for holiday decorating.

The proposed amendment regarding backlit awnings clarifies existing provisions regarding this type of awning lighting.

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

The proposed amendments generally clarify existing requirements which will allow for more consistent and transparent code interpretation.

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

The proposed amendment may create a limited number of setback nonconformities for structures previously considered an Arbor or Trellis which would now be considered a Pergola. However, such Pergolas will not be required to come into conformance with the new requirements per the authority to continue granted in Ch. 17.08 "Nonconformities".

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

The proposed amendments apply to all properties in the City regardless of 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. 17.30 “Definitions”, Section 17.30.020 “Use Definitions” regarding Pet Care Facilities and Section 17.30.030 “General Definitions” regarding Pergola and Arbor/Trellis; and Ch. 17.28 “Signs”, Section 17.28.060 “Illumination” regarding series and awning lighting; subject to the following condition:

1. Limitations on series lighting shall not apply in residential zoning districts.

Roll Call Vote:

Ayes: Pretz, Kessler, Wallace, Holderfield, Pietryla, Vargulich, Macklin-Purdy, Becker

Nays: None

Absent: Funke

Motion carried: 8-0

PASSED, this 8th day of January 2019.

Chairman
St. Charles Plan Commission

Community & Economic Development
Planning Division

Phone: (630) 377-4443

Fax: (630) 377-4062



STAFF MEMO

TO: Chairman Ed Bessner
And the Members of the Planning & Development Committee

FROM: Ellen Johnson, Planner

RE: Application for a General Amendment to Title 17 of the City Code (Zoning Ordinance) regarding miscellaneous provisions

DATE: January 9, 2019

I. GENERAL INFORMATION

Project Name: General Amendment – Misc. 2019

Applicant: City of St. Charles

Purpose: Modify definition of Pet Care Facility and Pergola, add a definition of Arbor or Trellis, and modify provisions for series and awning lighting

II. PROPOSAL & ANALYSIS

City staff is proposing multiple minor amendments to the Zoning Ordinance, Title 17 of the City Code to address issues that staff has observed with existing ordinance definitions and lighting provisions. Additions to text are underlined and deletions are crossed out.

1. Definition of “Pet Care Facilities”

Proposal:

- a. Ch. 17.30 “Definitions”, Section 17.30.020 “Use Definitions”: Amend definition as follows:

Pet Care Facilities

A building, structure or portion thereof designed or used for the retail sale of pet products and food, grooming, boarding, training, daycare or overnight boarding of dogs, cats or other household domestic animals. The overnight boarding area of the establishment shall not exceed 50% of the total Gross Floor Area of the business. Establishments that only provide ~~daycare and~~ overnight boarding services, or establishments where ~~these~~ this services exceeds 50% of the Gross Floor Area, shall be considered a Kennel, not a Pet Care Facility.

Explanation: The existing definition has caused confusion in that the floor area limitation used to distinguish Pet Care Facilities from Kennels applies only to overnight boarding areas,

but the following sentence implies that both the overnight boarding and daycare components of are used to distinguish the uses. The proposed change clarifies that a business which only provides overnight boarding or where overnight boarding exceeds 50% of the gross floor area is considered a kennel. This would remove the square footage limitation for daycare facilities, which is difficult to meet. The purpose of establishing a use for Pet Care Facilities distinct from kennels was to allow service businesses providing doggie daycare and other types of pet related services to locate in commercial zoning districts; kennels are only permitted in industrial districts. Staff has observed that doggie daycare businesses which otherwise meet the definition of Pet Care Facility have difficulty limiting the daycare component of the facility to 50% of the floor area. The proposed change is in line with the intent of this definition.

2. Definitions of “Arbor or Trellis” and “Pergola”

Proposal:

- a. Ch. 17.30 “Definitions”, Section 17.30.030 “General Definitions”: Add definition of “Arbor or Trellis”:

Arbor or Trellis. A frame or shelter made of vines, branches, or latticework which may be covered with climbing shrubs or vines with horizontal dimensions no larger than 10 ft. x 3 ft. A structure meeting this definition but which is larger than 10 ft. x 3 ft. in horizontal dimension shall be considered a Pergola, as defined herein.

- b. Ch. 17.30 “Definitions”, Section 17.30.030 “General Definitions”: Amend definition of “Pergola”:

Pergola. An open-sided structure consisting of parallel colonnades supporting an open roof of girders and cross rafters. A structure meeting the definition of Arbor or Trellis, as defined herein, shall not be considered a Pergola.

Explanation: “Arbor or Trellis” is included on the list of permitted yard encroachments provided in Table 17.22-3. However a definition of this type of structure is not provided in the ordinance. Arbor/Trellis is permitted without limitation within the front and rear yard setbacks. Pergolas are listed separately and can encroach only 8 ft. into the front yard, in the RT districts only, and can be up to 3 ft. from the rear lot line.

The fact that Arbor/Trellis is not defined in the ordinance has caused confusion in differentiating that type of structure from a Pergola. Last summer a situation arose in which a structure appearing to meet the definition of Pergola was constructed very close to the front lot line. An argument was made that the structure could be considered an Arbor/Trellis and therefore was allowed to be constructed close to the lot line.

Staff is proposing to add a definition of Arbor/Trellis which would differentiate this type of structure from a Pergola based on its size. Larger structures, greater than 10’x3’, would be considered a Pergola and would therefore be subject to more stringent setback standards.

3. Neon & Series Lighting Awning Lighting

Proposal:

- a. Ch. 17.28 “Signs”, Section 17.28.060 “Illumination”: Modify limitations on neon and series lighting:

B. Limitations on Neon and Series Lighting

1. Neon advertising signs shall be permitted as wall signs, subject to the standards of this Chapter and this Title.
2. Series lighting, ~~or~~ neon tubing, or LED strip lighting used to accentuate or trim windows, architectural features, or to outline borders of signs or buildings, is specifically prohibited in commercial and mixed-use districts except during the period from November 15 through January 15.

Explanation: The proposed change would allow the use of series lighting or neon tube lighting for a two-month period over the holidays. Several businesses decorate for the holidays with this type of lighting. The proposed change would allow this but would continue to prohibit this lighting for the rest of the year. At the request of the Plan Commission, text has also been added to clarify that this type of lighting is prohibited only in commercial and mixed-use districts, not in residential districts.

Note that Section 17.22.040 “Site Lighting” contains the following provision regarding glare, to which all exterior lighting, including neon and series lighting, are subject:

“No exterior lighting shall be maintained on a lot so as to shine into, or upon, any other lot or any right of way with an intensity great enough to reduce a viewer’s ability to see, or to cause momentary blindness.”

- b. Ch. 17.28 “Signs”, Section 17.28.060 “Illumination”: Clarify prohibition of backlit awnings:

E. Awnings

Backlit awnings are prohibited.

Explanation: Table 17.28-1 lists permitted signs by zoning district. The “Other Requirements” column on this table states, “Backlit awnings are prohibited” in the commercial zoning districts. Because this information is provided on the table of permitted signage, it is unclear whether this lighting limitation also applies to plain awnings that do not contain signage type text. The proposed addition clarifies that backlighting of all types of awnings are prohibited, which has been staff’s interpretation in practice.

IV. PLAN COMMISSION RECOMMENDATION

Plan Commission held a public hearing on 1/8/19 and recommended approval of the General Amendment by a vote of 8-0, with a condition that the limitations on series lighting not apply in residential zoning districts.

V. ATTACHMENTS

- Application for General Amendment, filed by staff on 12/19/18

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

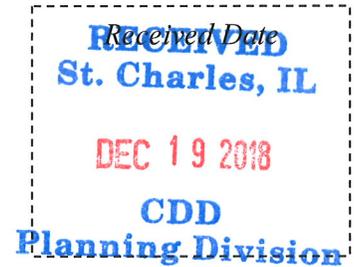


COMMUNITY & ECONOMIC DEV./PLANNING DIVISION

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

GENERAL AMENDMENT APPLICATION

CITYVIEW	
Project Name:	GA- Misc. 2019
Project Number:	2018 -PR- 015
Application Number:	2018 -AP- 037



Instructions:

To request an amendment to the text of the St. Charles Zoning Ordinance (City Code Title 17), complete this application and submit it with all required attachments to the Planning Division.

City staff will review submittals for completeness and for compliance with applicable requirements prior to establishing a meeting or public hearing date for an application.

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

Applicant:	Name	City of St. Charles	Phone	(630)377-4443
	Address	2 E. Main St. St. Charles, IL 60174	Fax	
			Email	ejohnson@stcharlesil.gov

Attachment Checklist

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

- APPLICATION FEE:** Application fee in accordance with Appendix B of the Zoning Ordinance (\$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. (For a General Amendment application only: \$1,000 deposit.)
- FINDINGS:** Fill out the attached form or submit responses on a separate sheet.

17.30.020 Use Definitions

Pet Care Facilities

A building, structure or portion thereof designed or used for the retail sale of pet products and food, grooming, boarding, training, daycare or overnight boarding of dogs, cats or other household domestic animals. The overnight boarding area of the establishment shall not exceed 50% of the total Gross Floor Area of the business. Establishments that only provide ~~daycare and~~ overnight boarding services, or establishments where ~~this these~~ services exceed s 50% of the Gross Floor Area, shall be considered a Kennel, not a Pet Care Facility.

17.30.030 General Definitions

Add:

Arbor or Trellis. A frame or shelter made of vines, branches, or latticework which may be covered with climbing shrubs or vines with horizontal dimensions no larger than 10 ft. x 3 ft. A structure meeting this definition but which is larger than 10 ft. x 3 ft. in horizontal dimension shall be considered a Pergola, as defined herein.

Amend:

Pergola. An open-sided structure consisting of parallel colonnades supporting an open roof of girders and cross rafters. A structure meeting the definition of Arbor or Trellis, as defined herein, shall not be considered a Pergola.

17.28.060 Illumination

B. Limitations on Neon and Series Lighting

1. Neon advertising signs shall be permitted as wall signs, subject to the standards of this Chapter and this Title.
2. Series lighting ~~or~~, neon tubing, or LED strip lighting used to accentuate or trim windows, architectural features, or to outline borders of signs or buildings, is specifically prohibited in commercial and mixed-use districts except during the period from November 15 through January 15.

E. Awnings

Backlit awnings are prohibited.

Findings of Fact

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

Commercial & Office Areas Goal 1 is to, "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." The proposed amendment to the definition of Pet Care Facility supports this goal by allowing some flexibility for establishing this type of use, in response to the way these types of service businesses operate. The proposed clarifications to lighting limitations promote attractive commercial areas.

Residential Areas Goal 1 is to, "Maintain the City's image and desirability as a great place to live by preserving and enhancing the diversity, quality, character, safety, affordability, and appeal of residential neighborhood" (p. 22). The proposed amendment supports this goal in relation to clarifying the definition of certain accessory structures to allow enforcement of setback requirements which will help to maintain and preserve the desirability of residential neighborhoods.

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

The proposed amendment supports the following purpose statements listed in Ch. 17.02 of the Zoning Ordinance:

- Protecting the character of established residential neighborhoods.
- Maintaining business and industrial areas that are attractive and economically viable.

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.

The proposed amendment regarding the definition of Pet Care Facilities adds clarification to existing requirements and establishes a definition that is in accordance with the intended definition of this use.

The proposed amendment regarding Arbor/Trellis and Pergola clarifies existing requirements in that the ordinance contains setback standards for Arbor/Trellis but does not currently provide a definition for this type of structure.

The proposed amendment regarding neon and series lighting is more workable than existing text as it allows flexibility for holiday decorating.

The proposed amendment regarding backlit awnings clarifies existing provisions regarding this type of awning lighting.

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

The proposed amendments generally clarify existing requirements which will allow for more consistent and transparent code interpretation.

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

The proposed amendment may create a limited number of setback nonconformities for structures previously considered an Arbor or Trellis which would now be considered a Pergola. However, such Pergolas will not be required to come into conformance with the new requirements per the authority to continue granted in Ch. 17.08 "Nonconformities".

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

The proposed amendments apply to all properties in the City regardless of zoning district.

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 5a

Title:

Recommendation to Waive the Formal Bid Procedure, Authorize a Budget Addition, and Approve a Contract with GeoStar Mechanical for Duct Replacement at Fire Stations #2 and #3 in an amount not to exceed \$115,406.

Presenter:

Joe Schelstreet

Meeting: Planning & Development Committee

Date: January 14, 2019

Proposed Cost: Not to exceed \$115,406

Budgeted Amount: N/A

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

Fire Stations #2 (Production Drive) and #3 (Campton Hills Road) were constructed approximately 33 and 30 years ago, respectively. In the process of completing recent HVAC improvements at these facilities, it was discovered that the duct work was internally insulated, which was a common practice at the time of construction. However, years of occupancy and humidity control at these facilities has proved that this method of insulating the duct work is insufficient to meet air quality standards.

Due to the results of air quality testing, conducted by Midwest Environmental Consulting, remediation efforts were completed by GeoStar Mechanical at Station #2 on an emergent basis to allow staff to safely occupy the facility. Based upon the results of similar air quality testing at Station #3, GeoStar has also provided price quotes for similar work at Station #3. Station #3 staff have been temporarily assigned to work out of Fire Station #1 (Riverside Drive) until such a time that remediation work can be completed.

The mechanical units at Station #3 are located near the center of the building. Based on the recent air testing at the facility, remediation work will initially focus on replacing the duct work to the north of the units. Should that work fail to relieve the issues within the building, the southern duct work will need to be replaced also.

Attachments *(please list):***GeoStar Mechanical Estimate Summary****Recommendation/Suggested Action** *(briefly explain):*

Recommendation to waive the formal bid procedure, authorize a budget addition, and approve a contract with GeoStar Mechanical to replace the duct work at Fire Stations #2 and #3 in an amount not to exceed \$115,406.

Fire Stations #2 and #3 Remediation Work
GeoStar Mechanical Estimate Summary

	Business Hours Quote	Business Hours & OT Quote
Fire Station 2		\$ 22,850.00
Fire Station 3 North Side	\$ 42,290.00	\$ 50,748.00
Fire Station 3 South Side	\$ 34,840.00	\$ 41,808.00
TOTAL		\$ 115,406.00