

AGENDA
CITY OF ST. CHARLES
PLANNING & DEVELOPMENT COMMITTEE
ALD. PAUL LENCIONI– CHAIR
MONDAY, SEPTEMBER 11, 2023 - 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. Presentation of a Concept Plan for Stuarts Crossing Lot 4.
- b. Recommendation to approve a Minor Change to PUD for 1023 W. Main St. PUD.
- c. Recommendation to approve a Plat of Easement Vacation and Plat of Easement Grant for 2910 Glenbriar Dr.
- d. Recommendation to approve a Special Use for a Drive-Through for Chick-Fil-A, 3795 E. Main St.
- e. Recommendation to approve a License Agreement with Northern Green Walnut St., LLC for a Concrete Walkway located within City Property (309 Walnut Street- South Walnut/Parking Lot “R”)
- f. Recommendation to Approve a Resolution Authorizing the Release of a Request for Proposals for a Downtown Riverfront Property Feasibility Study (ED2023-41)
- g. Recommendation to approve a Resolution Authorizing the Mayor to Demand Payment Under a Letter of Credit – The Reserve of St. Charles Subdivision Phase 2
- h. Recommendation to Waive the Formal Bid Procedure and approve a Resolution to Authorize a Construction Contract with Geneva Construction for Street Pavement Work in The Reserve of St. Charles Subdivision Phase 2

5. PUBLIC COMMENT

6. ADDITIONAL ITEMS FROM MAYOR, COUNCIL OR STAFF

7. EXECUTIVE SESSION

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

8. ADJOURNMENT

ADA Compliance

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

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4a
	Title:	Presentation of a Concept Plan for Stuart’s Crossing Lot 4.	
	Presenter:	Ellen Johnson	
Meeting: Planning & Development Committee		Date: September 11, 2023	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p><u>Background</u></p> <p>A Concept Plan has been filed by Greco Investment Management LLC for the undeveloped parcel south of Jewel on Kirk Rd. The property is located in the Stuart’s Crossing PUD. A conceptual site plan and design inspiration images have been submitted. The proposed development includes:</p> <ul style="list-style-type: none"> • Three restaurant/retail buildings clustered around an outdoor plaza and an additional retail/office building. • Access from existing driveways off E. Main St. and Kirk Rd. • Cross-access to the Charlestowne Mall property. <p>Applications for PUD Amendment and PUD Preliminary Plan will need to be filed should the applicant choose to move forward with the development at the conclusion of Concept Plan review.</p>			
<p><u>Plan Commission Review</u></p> <p>Plan Commission reviewed the Concept Plan on 9/6/23. Summary of comments:</p> <ul style="list-style-type: none"> • Support for the land use and site layout. • Excitement about potential restaurant uses and the building/plaza design concept. • Preference for cross-access to Charlestowne Mall via an extension of the E-W drive off Kirk Rd., instead of from the service drive behind the proposed buildings. • Recommendation to explore options for shared parking with the Jewel property. • Importance of walkability between adjacent developments. • Importance of four-sided architectural design given the visibility of the buildings. • Importance of landscaping to enhance the parking lot and throughout the site. 			
<p>Attachments (please list):</p> <p>Staff Report, Concept Plan application, Plans</p>			
<p>Recommendation/Suggested Action (briefly explain):</p> <p>Provide feedback on the Concept Plan. Staff recommends providing feedback regarding:</p> <ol style="list-style-type: none"> 1) Land use and compatibility with surrounding development. 2) Site layout and access. 3) Building and plaza design. 			



Staff Report
Plan Commission Meeting – September 6, 2023

Applicant:	Greco Investment Management LLC
Property Owner:	SVAP III Stuart's Crossing Vacant Lot LLC
Location:	East side of N Kirk Rd., north of Rt. 64, south of Jewel
Purpose:	Feedback on commercial development
Application:	Concept Plan
Public Hearing:	Not required
Zoning:	BR Regional Business / PUD
Current Land Use:	Vacant
Comprehensive Plan:	Corridor / Regional Commercial

Stuart's Crossing Lot 4



Subject Property

Summary of Proposal:	<p>A Concept Plan has been filed by Greco Investment Management LLC for a vacant 7.5-acre parcel in the Stuart's Crossing PUD. The property is located south of the Jewel on Kirk Rd. The proposed development includes:</p> <ul style="list-style-type: none"> • Access from existing driveways off E. Main St. and Kirk Rd. • Preserve existing cross-access drive through the property from Jewel to E. Main St. • Three restaurant/retail buildings clustered around an outdoor plaza, with an additional retail/office building. • Parking fronting on Kirk Rd. • Cross-access to Charlestowne Mall property. • Approx. 71,000 total building square footage
Info / Procedure on Application:	<ul style="list-style-type: none"> • Per Sec. 17.04.140, the purpose of the Concept Plan review is as follows: "to enable the applicant to obtain informal input from the Plan Commission and Council Committee prior to spending considerable time and expense in the preparation of detailed plans and architectural drawings. It also serves as a forum for owners of neighboring property to ask questions and express their concerns and views regarding the potential development." • A formal public hearing is not involved, although property owners within 250 ft. of the property have been notified and may express their views to the Commission. • No recommendation or findings are involved.
Suggested Action:	Provide feedback on the Concept Plan. Staff has provided topics Commissioners may wish to consider to guide their feedback to the applicant.
Staff Contact:	Ellen Johnson, Planner

I. PROPERTY INFORMATION

A. History / Context

The subject property is a vacant 7.5-acre lot located in “Parcel 2” of the Stuart’s Crossing PUD. The PUD was approved under Ordinance No. 1997-M-115 “An Ordinance Granting a Special Use as a Planned Unit Development (Stuart’s Crossing PUD)”. The PUD encompasses a large swath of properties situated around the southwest and northeast corners of E Main St. and Kirk Rd.

The PUD Ordinance contains development standards and design criteria for each of the four portions of the PUD:

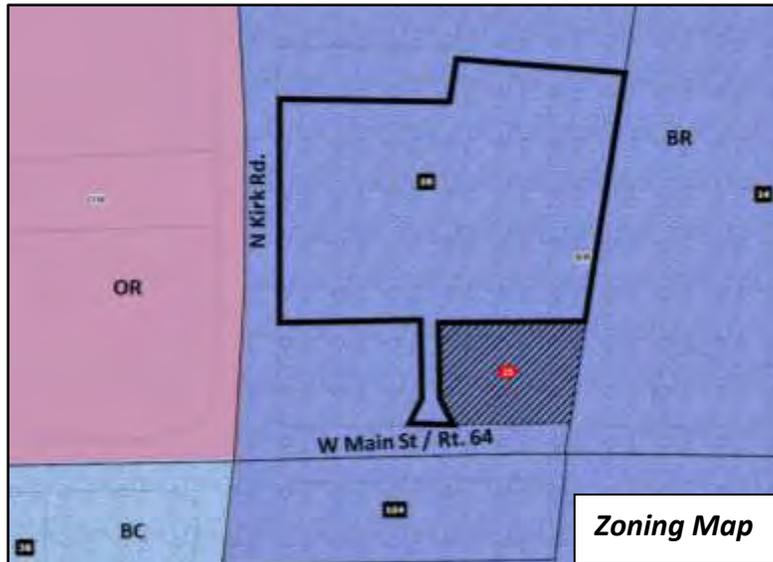
- Parcel 1: Stuart’s Crossing Townhomes (NE corner of Kirk Rd. & Foxfield Dr.)
- Parcel 2: Commercial properties at the northeast corner of Kirk Rd. & E Main St., south of Foxfield Dr. (former On The Border, Old Second Bank, Jewel, multi-tenant center, vacant property)
- Parcel 3A: Commercial properties at the southwest corner of Kirk Rd & E Main St. (Dunkin Donuts, Walgreens, Wok n Fire, Panera, First American Bank)
- Parcel 3B: Ascend St. Charles Apartments, south of Parcel 3A (formerly AMLI)

The subject property was platted as Lot 4 of Stuart’s Crossing Retail Subdivision in 1998, which encompassed Parcel 2 of the PUD. Jewel, the attached multi-tenant center, and Old Second Bank were constructed as part of this subdivision in 2000, followed by On The Border in 2001. Lot 4 has remained vacant ever since, aside from a shared access drive that bisects the property north-south.

B. Zoning

The subject property is zoned BR Regional Business and PUD (Stuart’s Crossing PUD). Commercial zoning exists to the north, east, and south, with a church to the west.

	Zoning	Land Use
Subject Property	BR Regional Business/PUD	Vacant
North	BR Regional Business/PUD	Commercial strip center, Jewel
East	BR Regional Business/PUD	Charlestowne Mall
South	BR Regional Business/PUD	Old Second Bank, On The Border, Pride Gas Station
West	OR Office/Research	St. John Neumann Church



C. Comprehensive Plan

The Land Use Plan adopted as part of the [2013 Comprehensive Plan](#) identifies the subject property as “Corridor/Regional Commercial” (Ch. 4).



The Corridor/Regional Commercial land use category is described as follows (p.46):

Areas designated as Corridor/Regional Commercial are intended to accommodate larger shopping centers and developments that serve a more regional function, capitalizing on traffic volumes along the City’s busy streets and drawing on a customer base that extends beyond the City limits. These areas are appropriate for “big box” stores, national retailers, and regional malls or a “critical mass” of multiple stores and large shared parking areas. Commercial service uses can also have an appropriate place in corridor/regional commercial areas, but must be compatible with adjacent and nearby retail and commercial shopping areas and be located as to not occupy prime retail locations.

The Land Use Plan identifies Corridor/Regional Commercial in the City’s east and west gateways, clustered around Kirk Road and Randall Road, two busy north south streets that bi-sect the City. Both of these areas are ideally suited for a large scale commercial/retail development capable of drawing from a larger region. At both locations, access and visibility is ideal for a more regional commercial draw, and heavy

traffic volumes provide visibility desired by retailers. As development and redevelopment is considered in these areas, consideration should be given to maximizing revenue generating opportunities. It is also important to recognize the importance of promoting high-quality development in these locations as they serve as gateways into the City and are pivotal in shaping perceptions of St. Charles as visitors enter the City.

Both the Kirk Road and Randall Road corridors are critical to the economic livelihood of the City and both have challenges and issues that must be addressed in order to maintain their vitality.

In addition, the subject property and surrounding commercial areas are part of the **East Gateway Subarea**, which is centered on the intersection of Kirk Rd. and Main St. (p.102). The following goals and objectives were created in recognition that the area represents a significant piece of the local economy.

Subarea Goals

The East Gateway subarea represents a unique opportunity for economic development, revitalization and stabilization with for a specific context within the City of St. Charles. The overall vision for the subarea includes the following:

- *Revitalization of the Subarea’s retail areas that maximizes the locational assets within this area of the City.*
- *Improved connectivity and circulation within the Subarea providing logical and efficient connections between compatible uses.*
- *Better separation of incompatible land uses to protect residential neighborhoods while at the same time help define the City’s business areas.*
- *Attractive streets and sites to distinguish this Subarea and key corridors from neighboring communities.*
- *A mix of uses that that help diversify the City’s economy and provide places to live, work, and shop.*

Subarea Objectives

- *Improve the appearance of the Kirk Road and Main Street Corridors to assist in strengthening the community’s identity and appearance through installation of streetscaping, wayfinding and gateway elements.*
- *Use landscaping appropriately to enhance commercial areas, screen unsightly areas, and provide an attractive streetscape and overall setting for the area.*
- *Improve the overall connectivity and mobility within the Subarea through both public streets and internal connection to provide a predictable and navigable environment.*
- *Preserve surrounding neighborhoods through the use of screening, buffering, and better separation from commercial development.*
- *Create market-responsive development parcels that can accommodate projects of an appropriate scale and phasing over time.*
- *Take advantage of proximity to DuPage Airport and Pheasant Run as activity generators.*
- *Reposition the Charlestowne Mall site to foster its renaissance or its redevelopment.*
- *Enhance the character of both existing and new development through site improvements, facade enhancements, consistent signage regulation, and at-tractive building design and materials.*

The subject property is identified as **Catalyst Site “B”** within the East Gateway Subarea (P.104):

South of the Jewel-Osco along Kirk Road, this vacant site provides an opportunity to provide exposure and access for the Charlestowne Mall to Kirk Road. Development of the site should have strong orientation to Kirk Road, but also should be careful not to neglect its rear side that will be exposed to the Charlestowne Mall site.

In addition, the Charlestowne Mall Framework Plan (p.105) contemplates extending the east-west cross-access drive between Jewel and the subject property through to the Charlestowne Mall property.

II. PROPOSAL

Greco Investment Management LLC is proposing to develop a commercial development on Lot 4 of the Stuart’s Crossing PUD.

A Concept Plan has been submitted for feedback, proposing the following:

- Site access from existing driveways off E. Main St. and Kirk Rd.
- Preserve existing cross-access drive through the property from Jewel to E. Main St.
- Three restaurant/retail buildings clustered around an outdoor plaza, with an additional retail/office building.
 - Approx. 71,000 total building square footage
 - Northernmost building is 75 ft. from commercial strip attached to Jewel.
- Parking fronting along Kirk Rd.
 - 480 parking stalls (including 80 shared on property to the north and 35 shared with property to the south).
- Cross-access to Charlestowne Mall property behind Buildings 1 & 2.
- Inspiration images have been provided indicating the general intent for design of the buildings and plaza space.

III. CONCEPT PLAN REVIEW PROCESS

The purpose of the Concept Plan review is to enable the applicant to obtain informal input on a concept prior to spending considerable time and expense in the preparation of detailed plans and architectural drawings. The Concept Plan process also serves as a forum for citizens and owners of neighboring property to ask questions and express their concerns and views regarding the potential development. Following the conclusion of the Concept Plan review, the developer can decide whether to formally pursue the project.

IV. PLANNING ANALYSIS

Staff has analyzed the Concept Plan to determine the ability of future plans based on the Concept Plan to meet applicable standards of the Stuart’s Crossing PUD, Zoning, and Subdivision ordinances. The plan was reviewed against the following code sections and documents:

- Ord. 1997-M-115
- Ch. 17.14 Business & Mixed Use Districts
- Ch. 17.06 Design Review Standards & Guidelines
- Ch. 17.24 Off-Street Parking, Loading & Access
- Ch. 17.26 Landscaping & Screening

A. Proposed Uses

Permitted uses in the Stuart’s Crossing PUD are provided in Exhibit IV of Ord. 1997-M-115. Proposed uses include retail, restaurant, and office. These uses are permitted in the PUD.

However, Outdoor Sales is listed as a Special Use, which includes Outdoor Dining in this PUD. Therefore, a Special Use would need to be granted for the outdoor dining area, or the PUD Ordinance would need to be amended to allow it.

Staff Comments:

- ✓ Staff supports amending the PUD to more closely align with current zoning codes, which allow Outdoor Dining as a permitted accessory use to a Restaurant.

B. Bulk Standards

The table below compares the Concept Plan with the applicable standards of the Stuart’s Crossing PUD. Any deviations from the bulk standards required for the development would need to be approved through a PUD Amendment.

Category	BR District (underlying zoning)	PUD Standard	Concept Plan
Building Coverage	30%	N/A	22%
Floor Area Ratio	N/A	1.3	.22
Max. Building Height	40 ft.	N/A	20-23 ft.
Kirk Rd. property line	Building: 20 ft. Parking: 20 ft.	Building: 50 ft. Parking/paving: 50 ft.	Building: meets Parking/paving: Approx. 30 ft.
Interior Side Yard (north & south)	Building: 15 ft. Parking: 0 ft.	Building: 0 ft. Parking/paving: 0 ft.	Building: Approx. 10 ft. north; Approx. 20 ft. south Parking/paving: 0 ft. north & south
Rear Yard (east)	Building: 30 ft. Parking: 0 ft.	Building: 20 ft. Parking/paving: 20 ft.	Building: Approx. 45 ft. Parking/paving: 20 ft.
Parking Spaces	Restaurant: 10 per 1,000 sf GFA (503 spaces for Bldgs 1-3) Retail: 4 per 1,000 sf GFA (83 spaces if Bldg 4 is retail) Office: 3 per 1,000 sf GFA (62 spaces if Bldg 4 is office) Total required: 565-586 spaces	Restaurant: 15 per 1,000 sf net floor area (755 spaces for Bldgs 1-3) Retail & Office: 4 per 1,000 sf net floor area (83 spaces for Bldgs 4) Total required: 838 spaces	480 parking spaces , including shared parking on parcel to the north and existing parking at the south end of the lot constructed for On The Border.

Staff Comments:

- ✓ A PUD Amendment would need to be requested to reduce the parking setback along Kirk Rd. under 50 ft. Although a 50 ft. setback is consistent with the Jewel property, a reduced setback could be appropriate if the setback is sufficiently landscaped. The proposed 30 ft. setback for parking still exceeds the underlying BR zoning setback of 20 ft.
- ✓ The proposed number of parking spaces is 358 spaces below the current PUD parking requirement. The PUD can be amended to modify the required parking and allow for

shared parking between adjacent uses. Current parking codes allow Shared Parking calculations based on hours of operations.

C. Landscaping

A landscape plan in accordance with Ch. 17.26 will be required as part of the PUD Preliminary Plan should the project move forward. Landscaping will be required along the Kirk Road frontage, within the parking lots, and along building foundations.

Staff Comments:

- ✓ Areas for building foundation landscaping are not shown around Buildings 1-3. Foundation landscaping is required along 50% of the building walls, unless a deviation is requested through a PUD Amendment. There will be opportunities to incorporate landscaping within the outdoor plaza design, similar to the inspiration images provided.

D. Building Design

Buildings in the BR District are subject to Design Review Standards and Guidelines contained in Ch. 17.06. Inspiration imagery has been provided depicting the intended style and atmosphere of the buildings and plaza. Primary façade materials depicted in these images include brick and architectural metal, with large windows providing a modern industrial vibe. Plazas are shown with brick or stone pavers and small planting areas.

Staff Comments:

- ✓ Variety between buildings within a unifying design is encouraged.
- ✓ Brick should be used as the primary building material in keeping with surrounding commercial buildings in the area.
- ✓ Building facades should orient towards Kirk Rd., but 360-degree architecture should be provided, especially given the site’s visibility from Charlestowne Mall.

E. Site Access & Circulation

The Concept Plan depicts use of existing access points into the property. This includes right-in/right-out access from E. Main St. via the drive that runs between Old Second Bank and the former On The Border, and right-in/right-out access from Kirk Rd. via the driveway shared with Jewel. Cross access between the properties will be preserved.

Also proposed is a connection drive to Charlestowne Mall, located behind Buildings 1 and 2.

Sidewalk is not proposed along Kirk Rd. Sidewalk was not required for the remainder of Stuart’s Crossing along Kirk Rd.

Staff Comments:

- ✓ It will need to be determined whether the proposed location of the cross-access point to Charlestowne Mall is the best placement for the connection, and whether this will be open for use by the public or for emergency vehicles only. Staff prefers that the access drive be available for use by the public and constructed as a continuation of the site access drive from Kirk Road, through to the Charlestowne Mall property. However, this alignment requires use of the adjoining shopping center property.

- ✓ Sidewalk connectively can be provided through the development site and connect to existing pedestrian pathways to the north through the shopping center and east to walkways on the Charlestowne Mall property. A pathway can also be provided for connection to future crosswalks at the Kirk Road and E. Main St. intersection.

V. DEPARTMENTAL REVIEWS

A. Engineering Review

Stormwater detention for this development was previously constructed as part of the Stuart’s Crossing PUD. It will need to be verified during preliminary engineering review that the existing detention pond, located north of Jewel, is sized properly to accommodate the proposed development.

B. Fire Dept. Review

The Fire Dept. has reviewed the Concept Plan and has noted that site access appears to meet the Fire Code.

VI. FUTURE APPROVAL PROCESS

If the applicant chooses to move forward with the proposed development at the conclusion of the Concept Plan process, the following would need to be approved in order to entitle the development as proposed in the Concept Plan:

1. Special Use for PUD (PUD Amendment): To amend the Stuart’s Crossing PUD to accommodate deviations from existing PUD and zoning ordinance requirements. The potential deviations identified in this report are in relation to the Kirk Road setback, parking count, and outdoor dining use.
2. PUD Preliminary Plan: To approve the physical development of the property, including building elevations and site, engineering, and landscape plans.

Staff Comments:

- ✓ Staff supports amending the existing PUD to more closely align with the current underlying BR zoning, as a number of the PUD regulations are overly restrictive or based upon outdated standards.

VII. SUGGESTED ACTION

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

- ✓ Conformance with the Comprehensive Plan
- ✓ Proposed land use and compatibility with surrounding development.
- ✓ Site layout and access.
- ✓ Building and plaza design.
- ✓ How the plan meets the purposes of a PUD:
 1. *To promote a creative approach to site improvements and building design that results in a distinctive, attractive development that has a strong sense of place, yet becomes an integral part of the community.*

2. *To create places oriented to the pedestrian that promote physical activity and social interaction, including but not limited to walkable neighborhoods, usable open space and recreational facilities for the enjoyment of all.*
3. *To encourage a harmonious mix of land uses and a variety of housing types and prices.*
4. *To preserve native vegetation, topographic and geological features, and environmentally sensitive areas.*
5. *To promote the economical development and efficient use of land, utilities, street improvements, drainage facilities, structures and other facilities.*
6. *To encourage redevelopment of sites containing obsolete or inappropriate buildings or uses.*
7. *To encourage a collaborative process among developers, neighboring property owners and residents, governmental bodies and the community*

VIII. ATTACHMENTS

- Application for Concept Plan; received 8/25/2023
- Plans

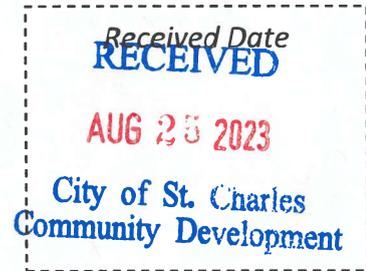
City of St. Charles
 Community Development Division
 2 E. Main Street
 St. Charles, IL 60174



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

CONCEPT PLAN APPLICATION

For City Use	
Project Name:	<u>Stuart's Crossing Lot 4</u>
Project Number:	<u>2023 -PR- 071</u>
Cityview Project Number:	<u>PLCP202300127</u>



- File this application to request review of a Concept Plan for a property.
- Complete the application and submit with all required attachments to the Community Development Division.
- The information you provide must be complete and accurate. If you have any questions please contact the Community Development Division.
- City staff will review the submittal for completeness prior to scheduling a Plan Commission review, followed by review by the Planning & Development Committee of the City Council.

1. Property Information:	Location:	Northeast Corner of Kirk Road and Route 64	
	Parcel Number (s):	09-25-178-003	
	Proposed Name:	Stuart's Crossing	
2. Applicant Information:	Name:	Greco Investment Management LLC (d/b/a GSI Family Office)	Phone: 630.577.7156
	Address:	1307 Schiferl Road Bartlett, IL 60103	Email: pat@gsifamily.com
3. Record Owner Information:	Name:	SVAP III Stuart's Crossing Vacant Lot, LLC	Phone:
	Address:	302 Datura St., Ste 100, West Palm Beach, FL 33401	Email:

- LETTER OF AUTHORIZATION:** If the property owner is not the applicant, an original letter of authorization from the property owner permitting the applicant to file the Concept Plan application with the City of St. Charles for the subject property.
- LEGAL DESCRIPTION:** For entire subject property, on 8 ½ x 11 inch paper and Microsoft Word file.
- PLAT OF SURVEY:** A current plat of survey for the subject property showing all existing improvements on the property, prepared by a registered Illinois Professional Land Surveyor.
- SUMMARY OF DEVELOPMENT:** Written statement describing the proposed development. Include the following information:
 - Proposed land use(s), number of type(s) of residential units, building coverage, building height, and floor area for nonresidential uses.
 - Planning objectives to be achieved and public purposes to be served by the development
 - Explanation of the rationale behind the proposal
 - Anticipated exceptions or departures from zoning and subdivision requirements, if any
- PARK AND SCHOOL LAND/CASH WORKSHEETS:** *For residential developments only.* Use the attached worksheet to calculate the estimated population and student yields and resulting land/cash contributions in accordance with Title 16 of the St. Charles Municipal Code.
- INCLUSIONARY HOUSING WORKSHEET:** *For residential developments only.* Use the attached worksheet to calculate the affordable unit requirement and indicate how the development will comply with Title 19 of the St. Charles Municipal Code.
- LIST OF PROPERTY OWNERS WITHIN 250 FT.:** Fill out the attached form or submit on a separate sheet. The form or the list must be signed and notarized. Property ownership information may be obtained using Kane County's interactive GIS mapping tool: http://gistech.countyofkane.org/gisims/kanemap/kanegis4_AGOx.html
- AERIAL PHOTO:** Aerial photo of the subject property and surrounding property at a scale of not less than 1"=400', preferable at the same scale as the Concept Plan.
- PLANS:** All required plans shall be drawn on sheets no larger than 24" x 36", unless the Director of Community Development permits a larger size when necessary to show a more comprehensive view of the project.

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

Concept Plans shall show the following information:

1. Existing Features:
 - Name of project, north arrow, scale, date
 - Property boundaries with approximate dimensions and acreage
 - Existing streets on and adjacent to the subject property
 - Natural features including topography, high and low points, wooded areas, wetlands, other vegetative cover, streams, and drainage ways.
 - General utility locations or brief explanation providing information on existing sanitary sewer, storm sewer, water, and other utilities necessary to serve the development.
2. Proposed Features:
 - Name of project, north arrow, scale, date
 - Property boundaries with approximate dimensions and acreage

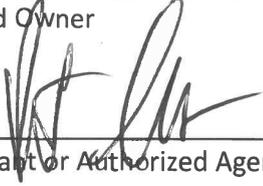
- Site plan showing proposed buildings, pedestrian and vehicular circulation, proposed overall land use pattern, open space, parking, and other major features.
- Architectural elevations showing building design, color and materials (if available)
- General utility locations or brief explanation providing information on existing sanitary sewer, storm sewer, water, and other utilities necessary to serve the development.

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.

See Email Confirmation on 8-25-23

Record Owner

Date



8-28-23

Applicant or Authorized Agent

Date

NONRESIDENTIAL ZONING COMPLIANCE TABLE

Name of Development:

Stuart's Crossing

	Zoning District Requirement	Existing PUD Requirement (if applicable)	Proposed
	District: BR	Ordinance #: 1997-M-145	
Minimum Lot Area	1-acre	None	7.539 acres
Minimum Lot Width	None	None	439 feet
Maximum Building Coverage	30%	None	21.7%
Maximum Gross Floor Area per Building	None	None	1.0
Maximum Building Height	40 feet		30 feet
Front Yard	20 feet		28 feet
Interior Side Yard	B:15' P: None		B:15' P: 0'
Exterior Side Yard	20'		20'
Minimum Rear Yard	B:30' P: None		B:80' P:20'
Landscape Buffer Yard ²	N/A		N/A
% Overall Landscaped Area	15%		15% Min
Building Foundation Landscaping	17.26.080		Per Code
Public Street Frontage Landscaping	17.26.090		Per Code
Parking Lot Landscaping	17.26.100		Per Code
# of Parking Spaces	TBD Based on final usage breakdown		472
Drive-through Stacking Spaces (if applicable)	N/A		N/A

² 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.

Stuart's Crossing Development – Summary (August 2023)

Proposed Land Uses

- The Stuart's Crossing Development will consist of 4 commercial buildings to be located just south and southwest of the current Jewel Osco shoppes. The buildings will be retail and restaurant/tavern focused, in addition to a large piazza style outdoor entertainment and recreational area in the middle of the primary area (see plans for a visual on layout). The total anticipated floor area square footage will be approximately 71,000 sqft across the 4 buildings. Building height is anticipated to be no more than 20-23 feet high.

Planning Objectives

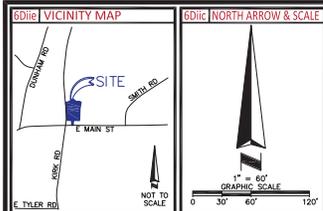
- The vision behind this project is to create a destination for St. Charles residents on the East Side of the Fox River for recreational, entertainment, and commercial needs on land that is in a prime location but for which economic development has not occurred yet. We believe that this project will significantly enhance the resident experience on the East Side, as well as generate significant sales tax and real estate taxes for the local municipality.

Rationale

- The rationale behind this proposal is that we plan on creating a marquis recreational and entertainment destination on the East Side of the river for the vast residents concentrated nearby (Fox Chase, Royal Fox, Majestic Oaks, Cornerstone Lakes, etc.), in addition to helping promote continued economic growth and activity in St. Charles.

Exceptions to Zoning

- We do not anticipate any significant departures from the current zoning, although the site is located in a PUD that we may need some minor amendments to in order to approve our development plans, as well as needs for potential ingress and egress modifications to the site.



ITEM	REQUIRED	OBSERVED	NOTED
PERMITTED USE	BR	SC	
MINIMUM LOT AREA (ACRES)	1	12.0205	
MINIMUM DEPTH	N/A	N/A	
MINIMUM LOT WIDTH	NONE	N/A	
MAX BUILDING COVERAGE	30%	10%	
MAX BUILDING HEIGHT	40'	31.6'	
MINIMUM SETBACKS			
FRONT	10'	50.3'	
EAST LOT LINE	40'	63.1'	
FOOTFILL ROAD	50'	50'	
PARKING REQUIREMENTS: SPACES REQUIRED = 365; SPACES EXISTING = 588.			
CONFORMANCE STATUS: LEGAL CONFORMING			

5Ciii OBSERVED POTENTIAL ENCROACHMENTS
NONE APPARENT AT THE TIME OF SURVEY UNLESS OTHERWISE DEPICTED ON THIS SURVEY.

3 FLOOD INFORMATION
BY GRAPHIC PLATTING ONLY, THIS PROPERTY LIES WITHIN ZONE "X", AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 170330 (MAP NO. 170802070N), WHICH BEARS AN EFFECTIVE DATE OF 08/03/2006, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FLOOD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE. "X" DENOTES AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

6Diii LEGEND AND ABBREVIATIONS
SEE SHEET 2 OF 2

6Cviii PLATTED SETBACK OR RECORDED BUILDING RESTRICTION LINES
SHOWN HEREON PER DOCUMENT NO. 98083752.

- 5Ei "SCHEDULE B - SECTION 2" ITEMS**
- 20 MEMORANDUM OF LEASE OF 20 YEARS WITH 7 FIVE YEAR RENEWAL OPTIONS AND RESTRICTIONS AND RIGHTS IN SHOPPING CENTER RECORDED SEPTEMBER 11, 1998 DOCUMENT 98082486 IN FAVOR OF JEWEL FOOD STORES, INC. (AFFECTS: NOTHING TO PLOT)
 - 21 REPRODUCTION AGREEMENT AND TERMS THEREIN RECORDED SEPTEMBER 11, 1998 AS DOCUMENT 98082487 (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3007 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS, AS TO USER, MAINTENANCE, COSTS, EASEMENTS, ACCESS, PARKING AND OTHER MATTERS. (AFFECTS: AS SHOWN)
 - 22 BY RESOLUTION RECORDED OCTOBER 16, 1988 AS DOCUMENT 190768, AND RECORDED MAY 22, 1974 AS DOCUMENT 128865, KANE COUNTY HAS DESIGNATED KIRK ROAD AS A FREELY LANDING ACCESS THERETO. (AFFECTS: THE LAND AND OTHER PROPERTY)
 - 23 BUILDING SETBACK LINES ON PLAT OF STUARTS CROSSING RETAIL DOCUMENT 98083752. AFFECTS: THE EASTERN 40 FEET AND WESTERLY 50 FEET OF LOT 3, THE WESTERLY 50 FEET AND EASTERLY 45 FEET OF LOT 4, AND THE WESTERLY AND NORTHERLY 50 FEET AND EASTERLY 40 FEET OF LOT 5. (AFFECTS: AS SHOWN)
 - 24 (A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENTS SHOWN IN PARCELS 2, 3 AND 4 CONTAINED IN THE PLATTED SETBACK AND EASEMENTS. (B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENTS. (PARCELS 3 IS AS SHOWN - SAME AS EXCEPTION 22) (AFFECTS: AS SHOWN)
 - 25 PARKING AND PAVING SETBACK LINES ON PLAT OF SUBDIVISION DOCUMENT 98083752. AFFECTS: THE EASTERN 20 FEET OF LOT 3; THE EASTERN 20 FEET OF LOT 4; AND THE WESTERN 20 FEET OF LOT 5. (AFFECTS: AS SHOWN)
 - 26 BLANKET EASEMENT FOR PUBLIC UTILITIES AND CITY AND DRAINAGE ON PLAT OF SUBDIVISION DOCUMENT 98083752 OVER ALL THE LAND EXCEPT THE BUILDINGS CONSTRUCTED OR TO BE CONSTRUCTED. SEE PLAT FOR PROVISIONS. (AFFECTS: ALL) (AFFECTS - BLANKET IN NATURE, NO PLOTTABLE ITEMS) CONTINUED>>>

- 5Eii "SCHEDULE B - SECTION 2" ITEMS**
- 27 ACCESS LIMITATION PROVISIONS ON PLAT OF SUBDIVISION DOCUMENT 98083752 AS TO KIRK ROAD. (AFFECTS: LOTS 3 AND 4) (AFFECTS - SAME AS EXCEPTION 23)
 - 28 USE RESTRICTION AS CONTAINED IN THE MEMORANDUM OF LEASE DATED APRIL 27, 2000 AND RECORDED MAY 11, 2000 AS DOCUMENT NUMBER 20000845 AND CONTAIN IN THE NOTICE OF ASSIGNMENT OF LEASE RECORDED JULY 1, 2010 AS DOCUMENT 2010042092 (AFFECTS A PORTION OF LOT 4 AND THE PARCELS 3 EASEMENT AREA UNABLE TO PLOT, GRAPHIC DEPICTION ONLY PROVIDED IN DOCUMENT)
 - 29 BUILDING AND PARKING SETBACK LINE ON PLAT OF SUBDIVISION DOCUMENT 98083752. AFFECTS: NORTHEASTERLY 10 FEET OF LOT 5. (AFFECTS: AS SHOWN)

ALTA/NSPS LAND TITLE SURVEY IDENTIFICATION TABLE

1	TABLE "A" PROPERTY ADDRESS	65iii	CONTIGUITY STATEMENT	8	TABLE "A" SUBSTANTIAL FEATURES OBSERVED
2	TABLE "A" FLOOD INFORMATION	66iii	TITLE COMMITMENT INFORMATION	9	TABLE "A" PARKING SPACES
3	TABLE "A" LAND AREA	67iii	BORING ENCROACHMENTS RECORDED	10a	TABLE "A" DIVISION / PARTY WALLS
4	ACCESS TO PROPERTY	68iii	NORTH ARROW & SCALE	11	TABLE "A" UTILITY INFORMATION
5	CEMENTARY NOTE	69iii	VICINITY MAP	12	TABLE "A" ADJOINING OWNERS
6	TABLE "A" ZONING INFORMATION	70iii	SURVEYOR'S NOTES	13	TABLE "A" INTERSECTING STREET
7	TABLE "A" BEARING BASIS	71iii	TABLE "A" BUILDING AREA	14	TABLE "A" EARTH MOVING NOTE
8	TABLE "A" BEARING BASIS	72iii	TABLE "A" BUILDING HEIGHT	15	TABLE "A" RIGHT OF WAY CHANGES
9	TABLE "A" BEARING BASIS	73iii	TABLE "A" BEARING BASIS	16	TABLE "A" WETLAND AREAS
10	TABLE "A" BEARING BASIS	74iii	TABLE "A" BEARING BASIS	17	TABLE "A" OFFSITE EASEMENTS OR SERVITUDES

TABLE OF REFERENCES

DOCUMENT NO.	DATE	REVISIONS
98082486	03/05/03	CC / TITLE / RESUBS
98082487	03/05/03	CC / TITLE / RESUBS
98082488	03/05/03	CC / TITLE / RESUBS

6Bviii TITLE COMMITMENT INFORMATION
THE TITLE DESCRIPTION AND SCHEDULE "B" ITEMS HEREON ARE FROM CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO.: CCH2000756BLD, HAVING AN EFFECTIVE DATE OF JANUARY 30, 2020.

6B1 TITLE DESCRIPTION
THE FOLLOWING LAND LOCATED IN ST. CHARLES, KANE COUNTY, ILLINOIS:
PARCEL 1:
LOTS 5 IN STUARTS CROSSING RETAIL, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED SEPTEMBER 15, 1998 AS DOCUMENT NUMBER 98083752, IN KANE COUNTY, ILLINOIS.
PARCEL 2:
RIGHTS FOR BENEFIT OF PARCEL 1 CREATED BY AND GRANTED IN THE CONSTRUCTION, OPERATION, AND REPRODUCTION AGREEMENT ("EAT") RECORDED SEPTEMBER 11, 1998 AS DOCUMENT 98082487 FOR THE PURPOSE OF (1) PARKING OF PASSENGER VEHICLES, (2) VEHICULAR AND PEDESTRIAN PASSAGE, (3) CONNECTION WITH AND USE OF WATER, SANITARY AND STORM WATER, TELEPHONE, ELECTRIC LINES, CONDUITS, TRANSMISSION AND OTHER SIMILAR UTILITY FACILITIES AND (4) DRAINAGE OF STORM WATER

PARCEL 3:
EASEMENT FOR INGRESS AND EGRESS FOR BENEFIT OF PARCEL 1, AS SHOWN AND DESCRIBED ON PLAT OF STUARTS CROSSING RETAIL PLAT DOCUMENT NUMBER 98083752.

6Bviii TITLE COMMITMENT INFORMATION
THE TITLE DESCRIPTION AND SCHEDULE "B" ITEMS HEREON ARE FROM CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO.: CCH2000756ALD, HAVING AN EFFECTIVE DATE OF JANUARY 30, 2020.

6B1 TITLE DESCRIPTION
THE FOLLOWING LAND LOCATED IN ST. CHARLES, KANE COUNTY, ILLINOIS:
PARCEL 1:
LOTS 4 IN STUARTS CROSSING RETAIL, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED SEPTEMBER 15, 1998 AS DOCUMENT NUMBER 98083752, IN KANE COUNTY, ILLINOIS.
PARCEL 2:
RIGHTS FOR BENEFIT OF PARCEL 1 CREATED BY AND GRANTED IN THE CONSTRUCTION, OPERATION, AND REPRODUCTION AGREEMENT ("EAT") RECORDED SEPTEMBER 11, 1998 AS DOCUMENT 98082487 FOR THE PURPOSE OF (1) PARKING OF PASSENGER VEHICLES, (2) VEHICULAR AND PEDESTRIAN PASSAGE, (3) CONNECTION WITH AND USE OF WATER, SANITARY AND STORM WATER, TELEPHONE, ELECTRIC LINES, CONDUITS, TRANSMISSION AND OTHER SIMILAR UTILITY FACILITIES AND (4) DRAINAGE OF STORM WATER

PARCEL 3:
EASEMENT FOR INGRESS AND EGRESS FOR BENEFIT OF PARCEL 1, AS SHOWN AND DESCRIBED ON PLAT OF STUARTS CROSSING RETAIL PLAT DOCUMENT NUMBER 98083752.

6Bviii TITLE COMMITMENT INFORMATION
THE TITLE DESCRIPTION AND SCHEDULE "B" ITEMS HEREON ARE FROM CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO.: CCH2000756LD, HAVING AN EFFECTIVE DATE OF JANUARY 30, 2020.

6B1 TITLE DESCRIPTION
THE FOLLOWING LAND LOCATED IN ST. CHARLES, KANE COUNTY, ILLINOIS:
PARCEL 1:
LOTS 3 IN STUARTS CROSSING RETAIL, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED SEPTEMBER 15, 1998 AS DOCUMENT NUMBER 98083752, IN KANE COUNTY, ILLINOIS.
PARCEL 2:
RIGHTS FOR BENEFIT OF PARCEL 1 CREATED BY AND GRANTED IN THE CONSTRUCTION, OPERATION, AND REPRODUCTION AGREEMENT ("EAT") RECORDED SEPTEMBER 11, 1998 AS DOCUMENT 98082487 FOR THE PURPOSE OF (1) PARKING OF PASSENGER VEHICLES, (2) VEHICULAR AND PEDESTRIAN PASSAGE, (3) CONNECTION WITH AND USE OF WATER, SANITARY AND STORM WATER, TELEPHONE, ELECTRIC LINES, CONDUITS, TRANSMISSION AND OTHER SIMILAR UTILITY FACILITIES AND (4) DRAINAGE OF STORM WATER

PARCEL 3:
EASEMENT FOR INGRESS AND EGRESS FOR BENEFIT OF PARCEL 1, AS SHOWN AND DESCRIBED ON PLAT OF STUARTS CROSSING RETAIL PLAT DOCUMENT NUMBER 98083752.

THIS SURVEY DESCRIBES AND DEPICTS THE TOTALITY OF THE ALL LANDS AS DESCRIBED IN EACH OF THE TITLE COMMITMENTS AS REFERENCED.

6Diiiii SURVEYOR'S NOTES

- NO UNDERGROUND UTILITIES ARE SHOWN ON THIS SURVEY, ONLY ABOVE GROUND VISIBLE EVIDENCE OF UTILITIES ARE SHOWN.
- ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO TITLE IMPROVEMENTS, STRUCTURES, BUILDINGS, BENT WALLS, PARKING, EASEMENTS, SERVITUDES, AND ENCROACHMENTS ARE BASED SOLELY ON ABOVE GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.
- THIS SURVEY MEETS OR EXCEEDS THE SURVEY STANDARDS/STANDARDS OF CARE AS SET FORTH IN SECTION 3 OF THE 2018 ALTA/NSPS SURVEY REQUIREMENTS.
- THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. CCH2000756ALD, HAVING AN EFFECTIVE DATE OF JANUARY 30, 2020, AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY.
- THE ACCOMPANYING SURVEY WAS MADE ON THE GROUND AND CORRECTLY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE PREMISES, THERE ARE NO VISIBLE ENCROACHMENTS ON THE SUBJECT PROPERTY OR ADJACENT LAND ADJOINING SAID PROPERTY EXCEPT AS SHOWN HEREON AND AS MADE IN ACCORDANCE WITH LAWS AND/OR MINIMUM STANDARDS OF THE STATE OF ILLINOIS.
- THE FIELD MEASUREMENTS MATCHED RECORD ENCLOSURES WITHIN THE PRECISION REQUIREMENTS OF ALTA/NSPS SPECIFICATIONS UNLESS OTHERWISE SHOWN.

4 LAND AREA

LOT 5 410,464± SQUARE FEET	9,423± ACRES
LOT 3 113,124± SQUARE FEET	2,597± ACRES
LOT 4 326,474± SQUARE FEET	7,338± ACRES
TOTAL 850,064± SQUARE FEET	TOTAL 19,358± ACRES

6Bvi BEARING BASIS
BEARINGS SHOWN HEREON ARE BASED ON THE EAST BOUNDARY LINE OF SUBJECT PROPERTY, WHICH BEARS S09°56'26" W, PER RECORDED PLAT.

5F CEMENTARY NOTE
THERE IS NO VISIBLE EVIDENCE OF CEMENTERS ON SUBJECT PROPERTY.

8 SUBSTANTIAL FEATURES OBSERVED
SUBSTANTIAL ABOVE GROUND FEATURES THAT WERE OBSERVED ON THE SUBJECT PARCEL, SUCH AS PARKING AREAS, DRIVES, WALKS, PLANTERS/LANDSCAPE AREAS AND OTHER, HAVE BEEN LOCATED AS SHOWN HEREON. NOTE: THERE WERE NO OBSERVED SUBSTANTIAL AREAS OF REFUSE ON THE SUBJECT PARCEL PER THE DATE OF THIS SURVEY.

9 PARKING SPACES

LOT 4 REGULAR = 58	HANDICAP = 0
LOT 3 REGULAR = 11	HANDICAP = 0
LOT 5 REGULAR = 495	HANDICAP = 24
TOTAL REGULAR = 564	TOTAL = 588

5Biii ACCESS TO PROPERTY
THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS TO MAIN STREET, KIRK ROAD AND STUARTS DRIVE, ALL DEDICATED PUBLIC STREETS OR HIGHWAYS.

16 EARTH MOVING NOTE
THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR ALTA/NSPS LAND TITLE SURVEYS, CONVEY ESTABLISHED AND ADOPTED BY ALTA AND NPS, AND INCLUDES ITEMS 2, 3, 4, 6(a), 6(b), 7(a), 7(b), 7(c), 7(d), 8, 9, 10(a), 10(b), 10(c), 11, 14, 15, 17, 18, 19 (primarily observed), 20 and 21 (not in) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 09/16/2019 AND UPDATED ON 02/28/2020. DATE OF PLAT OR MAP: 09/20/2019 AND UPDATED ON 02/28/2020.

7 SURVEYOR'S CERTIFICATE
TO: GOLDMAN SACHS BANK USA AND ITS SUCCESSORS AND ASSONS, CHICAGO TITLE INSURANCE COMPANY, SWP IS STUARTS CROSSING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, SWP IS STUARTS CROSSING VENTURE PARTNERS, LP, A DELAWARE LIMITED LIABILITY COMPANY, SWP IS STUARTS CROSSING SMALL SHOPS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND STUARTS CROSSING, LLC.
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2018 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, CONVEY ESTABLISHED AND ADOPTED BY ALTA AND NPS, AND INCLUDES ITEMS 2, 3, 4, 6(a), 6(b), 7(a), 7(b), 7(c), 7(d), 8, 9, 10(a), 10(b), 10(c), 11, 14, 15, 17, 18, 19 (primarily observed), 20 and 21 (not in) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 09/16/2019 AND UPDATED ON 02/28/2020. DATE OF PLAT OR MAP: 09/20/2019 AND UPDATED ON 02/28/2020.

Professional Land Surveyor No. 035-00310
STATE OF ILLINOIS
PROJECT NO. 201043-26123
MY LICENSE EXPIRATION DATE IS NOVEMBER 30, 2020

DATE: 03/09/2020
BY: DANIEL W. HALL
DANIEL W. HALL
STATE OF ILLINOIS
NORTHWESTERN ILLINOIS SURVEYING & MAPPING, INC.
3191 MAGUIRE BLVD., SUITE 200
ORLANDO, FLORIDA 32835
PHONE: (407) 426-7979
WWW.DWSURVEYING.COM

STATE OF ILLINOIS
NORTHWESTERN ILLINOIS SURVEYING & MAPPING, INC.
3191 MAGUIRE BLVD., SUITE 200
ORLANDO, FLORIDA 32835
PHONE: (407) 426-7979
WWW.DWSURVEYING.COM

DATE	REVISIONS	TECH	DATE	REVISIONS	TECH	DATE	REVISIONS	TECH	DATE	REVISIONS	TECH	DATE	REVISIONS	TECH
03/05/03	CC / TITLE / RESUBS	WRT	03/03/20	COMMENTS/ZONING	WRT	17/22/20	COMMENTS	JCT	12/05/19	COMMENTS	JCT	11/20/19	COMMENTS/TITLE	JCT
03/05/03	UPDATE TITLE/ADDRESS	WRT	02/28/20	UPDATE SURVEY/TITLE	WRT	01/06/20	COMMENTS	JCT	11/26/19	COMMENTS	JCT	11/22/19	COMMENTS/TITLE	JCT
-	-	-	02/04/20	COMMENTS	JCB	12/26/19	COMMENTS	JCT	11/22/19	COMMENTS/TITLE	JCT	09/24/19	COMMENTS/TITLE	JCT
-	-	-	1/9/2020	COMMENTS	SUN	12/23/19	COMMENTS	JCT	09/24/19	COMMENTS	JCT	09/24/19	COMMENTS	JCT



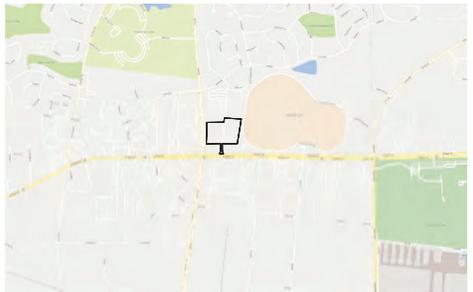
E MAIN STREET


This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed.

Boundary Source:
 PDF ALTA SURVEY
 Stormwater Management Design:
 ASSUMED OFF-SITE

SCHEME: 06b

Aerial Photo
 St. Charles Mixed-Use
 Kirk Road and Route 64, St. Charles, IL



WARE MALCOMB

CH23.01.04.00
 2023.08.24

PAGE
 01



GSI ST. CHARLES MIXED USE

DESIGN INSPIRATION

CHI23-0124-00
August 21, 2023

WARE MALCOMB

TOTAL PAGE COUNT: 5







 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4b
	Title:	Recommendation to approve a Minor Change to PUD for 1023 W. Main St. PUD.	
	Presenter:	Ellen Johnson	
Meeting: Planning & Development Committee		Date: September 11, 2023	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>1023 W. Main St. is a gas station redevelopment at the southeast corner of W Main and S 11th Streets. A PUD and preliminary plans were approved for the project under Ord. 2022-Z-8. The project includes a new convenience store and 3-pump fuel canopy.</p> <p>A building permit for the project is currently under review. An issue has arisen regarding location of the pad-mounted electric transformer due to the limited size of the site and transformer clearance requirements.</p> <p>A Minor Change to PUD application has been submitted by Muhammad Younus, representing property owner Glenview Enterprises, Inc. Proposed is to remove one parking space west of the building in order to locate the transformer. The trash enclosure will be shifted west, with the transformer between the trash enclosure and the building. Additional plantings will be added between the transformer and the building. The resulting parking count is 3 spaces. A total of 3 spaces are required under the Zoning Ordinance.</p> <p>Revised site, engineering, and landscape plans have been submitted depicting the change.</p> <p>The Minor Change complies with the 1023 W. Main St. PUD Ordinance and the applicable provisions of the Zoning Ordinance.</p>			
Attachments (please list):			
Application, Plans, Ord. 2022-Z-8			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve a Minor Change to PUD for 1023 W. Main St. PUD.			



MINOR CHANGE TO PUD APPLICATION

For City Use	
Project Name:	<u>1023 W. Main St.</u>
Project Number:	<u>2023 -PR- 012</u>
Cityview Project Number:	<u>PLMC202300130</u>



- File this application to request approval of a Minor Change to an approved PUD Preliminary Plan in a manner that complies with all standards of the PUD Ordinance applicable to the property and meets the definition of a Minor Change per the Zoning Ordinance or the PUD Ordinance.
- Complete the application and submit with all required attachments to the Community Development Division.
- The information you provide must be complete and accurate. If you have any questions please contact the Community Development Division.
- City staff will review the submittal for completeness and for compliance with applicable requirements.
- The Minor Change will be scheduled for review by the Planning & Development Committee of the City Council when staff has determined the plans are ready.

1. Property Information:	Location:	1023 W. Main St.	
	Parcel Number (s):	09-33-203-001	
	PUD Name:	1023 W. Main St. Redevelopment	
2. Applicant Information:	Name:	Muhammad Younus	Phone: 630-222-5432
	Address:	1 E. St. Charles Rd Villa Park, IL 60181	Email: younusmuhammad@hotmail.com
3. Record Owner Information:	Name:	Glenview Enterprises, Inc.	Phone: 630-222-5432
	Address:	1 E. St. Charles Rd Villa Park, IL 60181	Email: younusmuhammad@hotmail.com

4. PUD Information:

Name of PUD: 1023 W. Main St. Redevelopment
 PUD Ordinance #: 2022-Z-8
 Ordinance or Resolution that approved the current plans: 2022-Z-8

5. Proposed Changes:

PUD Plans to be changed:

- Site/Engineering Plan
- Landscape Plan
- Architectural Elevations
- Signs
- Other plans:

Description of plan changes:

Reduction of one parking spot at the south west corner of the lot to accommodate a pad mounted transformer.

6. Required Attachments:

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

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

- APPLICATION FEE:** \$200
- REIMBURSEMENT OF FEES AGREEMENT:** An original, executed Reimbursement of Fees Agreement and deposit of funds in escrow with the City, as provided by Appendix B of the Zoning Ordinance.
- REIMBURSEMENT OF FEES INITIAL DEPOSIT:** Deposit of funds in escrow with the City. Required deposit is based on review items (number of applications filed) and the size of the subject property:

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

- PROOF OF OWNERSHIP:** a) A current title policy report; or
b) A deed and a current title search
- OWNERSHIP DISCLOSURE:** Use the appropriate disclosure form (attached), if the owner or applicant is a Partnership, Corporation, Trust, or LLC.

- LETTER OF AUTHORIZATION:** If the property owner is not the applicant, an original letter of authorization from the property owner permitting the applicant to file the zoning application with the City of St. Charles for the subject property.
- LEGAL DESCRIPTION:** For entire subject property, on 8 1/2 x 11 inch paper and Microsoft Word file.
- PLAT OF SURVEY:** A current plat of survey for the subject property showing all existing improvements on the property, prepared by a registered Illinois Professional Land Surveyor.
- COVER LETTER:** A letter describing the proposed minor change requested, why it is necessary, and how it is different from the currently approved plan.
- PLANS:** All required plans shall be drawn on sheets no larger than 24" x 36", unless the Director of Community Development permits a larger size when necessary to show a more comprehensive view of the project. All required plans shall show north arrow and scale, and shall be drawn at the same scale (except that a different scale may be used to show details or specific features). All plans shall include the name of the project, developer or owner of site, person or firm preparing the plan, and the date of plan preparation and all revisions.

Copies: One 1(1) full size plan set, one (1) 11" by 17" copy, and PDF electronic file emailed to: cd@stcharlesil.gov

Plans shall include the following, depending on the scope of the proposed Minor Change:

- Site Plan indicating location of proposed change.
- For changes to site/engineering plans, show existing/approved and proposed site/engineering plan changes.
- For changes to architectural elevations, show existing/approved and proposed building design, color and materials.
- For changes to landscaping, show existing/approved and proposed plans, indicate species and quantities of plant material to replace existing/approved materials.
- For changes to signs, show existing/approved and proposed signage plans, and include renderings of proposed signage indicating size, materials, and location on the building and/or site.
- Additional information may be necessary depending on the specific change proposed.

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

Record Owner	Date
	08. 20. 23
Applicant or Authorized Agent	Date

**OWNERSHIP DISCLOSURE FORM
CORPORATION**

STATE OF ILLINOIS)
) SS.
KANE COUNTY)

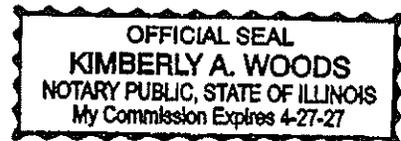
I, Muhammad Younes, being first duly sworn on oath depose and say that I am the
owner of Glenview Enterprises Inc, (Illinois)
() Corporation and that the following persons are all of the shareholders of 7%
or more of the common stock of said Corporation:

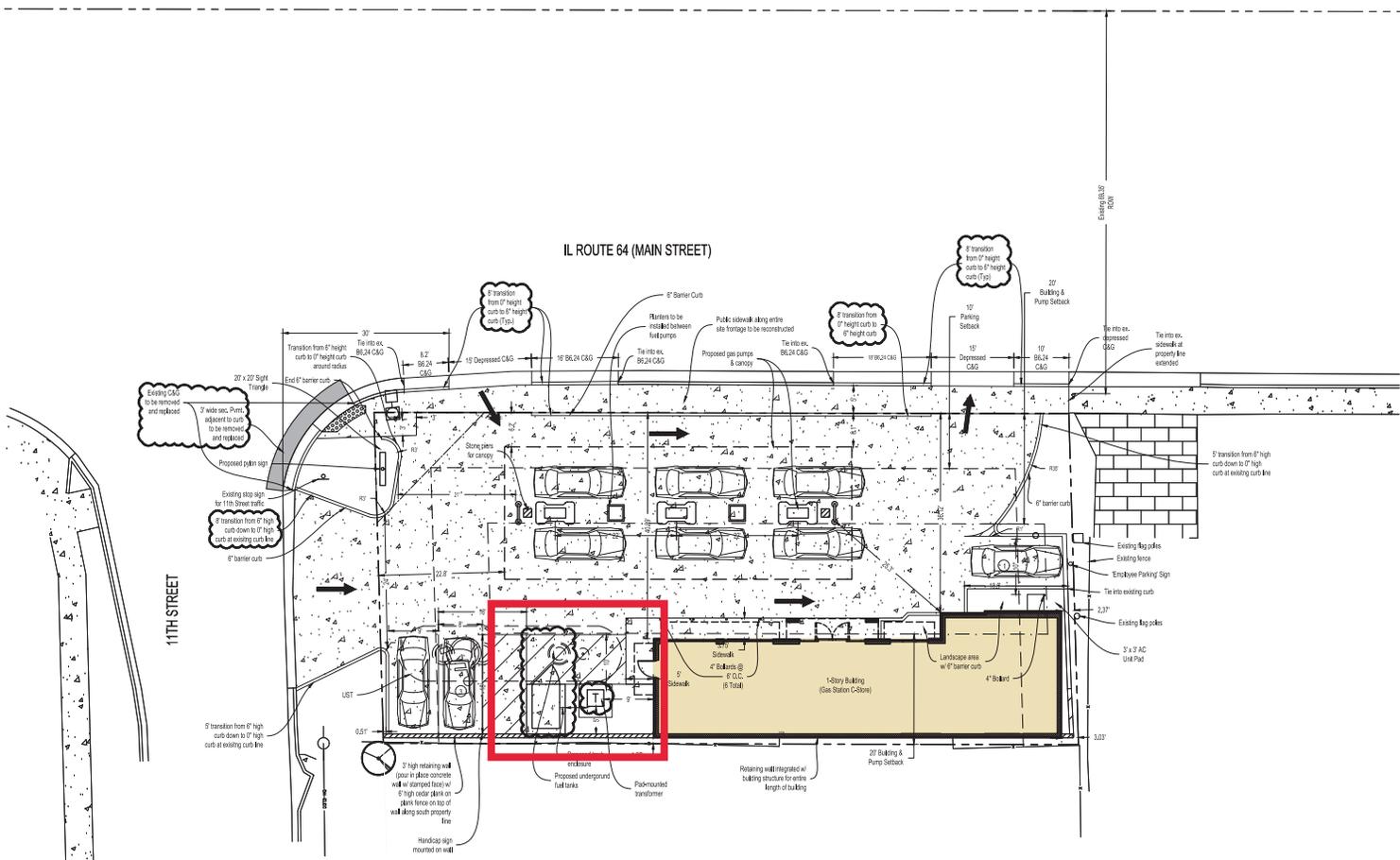
_____	_____
_____	_____
_____	_____
_____	_____

BY: Muhammad Younes
TITLE: President

Subscribed and Sworn before me this 30th day of
August, 2023.

Kimberly A. Woods
Notary Public





SITE ANALYSIS

SITE

1023 W. Main Street
St. Charles, IL

Parcel Area 7,557 sf
50.17 Acres

Building Area 1,440 sf

PARKING

Quantity Required 6 = 4 x 1,440/1,000
Gas Station (4 spaces per every 1,000 of floor area)
1 = 1
Residential (1 per dwelling unit)

7 Spaces

Provided 10 = 3 Standard + 6 Pumps + 1 ADA

Stall Size Required 9' x 18' (Standard)

Provided 9' x 18' (Standard), 10' x 18' (ADA)

LEGEND



SITE IMPERVIOUS

Existing Impervious Area = 6,415 sf OR 0.15 Acres
Proposed Impervious Area = 7,009 sf OR 0.16 Acres
Net New Impervious Area = 594 sf OR 0.013 Acres

Site Percent Impervious = 93%

Per Kane County Stormwater Ordinance, since the site impervious area exceeds 50% of the total site area - BMP requirements are triggered for this redevelopment.

Total BMP Volume = 102' x 7,009 sf = 584 cf

Due to redevelopment being a gas station, infiltration is not allowed. P-10 Treatment will be provided via the Contact CSS Separator Unit (see sheet C-2) and a fee-in-lieu will be paid for the BMP volume required.

SITE NOTES

- All dimensions are base of curb unless otherwise noted.
- All earth shall be back of curb unless otherwise noted.
- Contractor to verify dimensions prior to starting work and notify engineer if any discrepancies are found.
- Setback around perimeter of building shall be with approval unless otherwise specified on plans.
- Contractor will be responsible for restoring all existing pavement damaged during construction.
- See details for bituminous and concrete pavement methods.
- Contractor to provide temporary traffic control measures during construction of area of P.O.W. in accordance with Illinois C.O.T.T. requirements.
- ADA handicap access shall be installed at all locations delineated on plans as well as at all locations where sidewalk abuts drives or roadways.
- Contractor shall compare architectural and engineering plans for interface compatibility.
- Pavement striping to be 4" wide traffic yellow with two coats unless otherwise specified on plans.

REVISIONS

NO.	DATE	DESCRIPTION
5	8/22/23	PER CITY COMMENTS
4	6/1/23	PER CITY COMMENTS
3	4/27/23	PER CITY COMMENTS FOR PERMIT
2	4/17/23	PER VILLAGE COMMENTS
1	1/28/22	PER IDOT & CITY COMMENTS

SITE PLAN

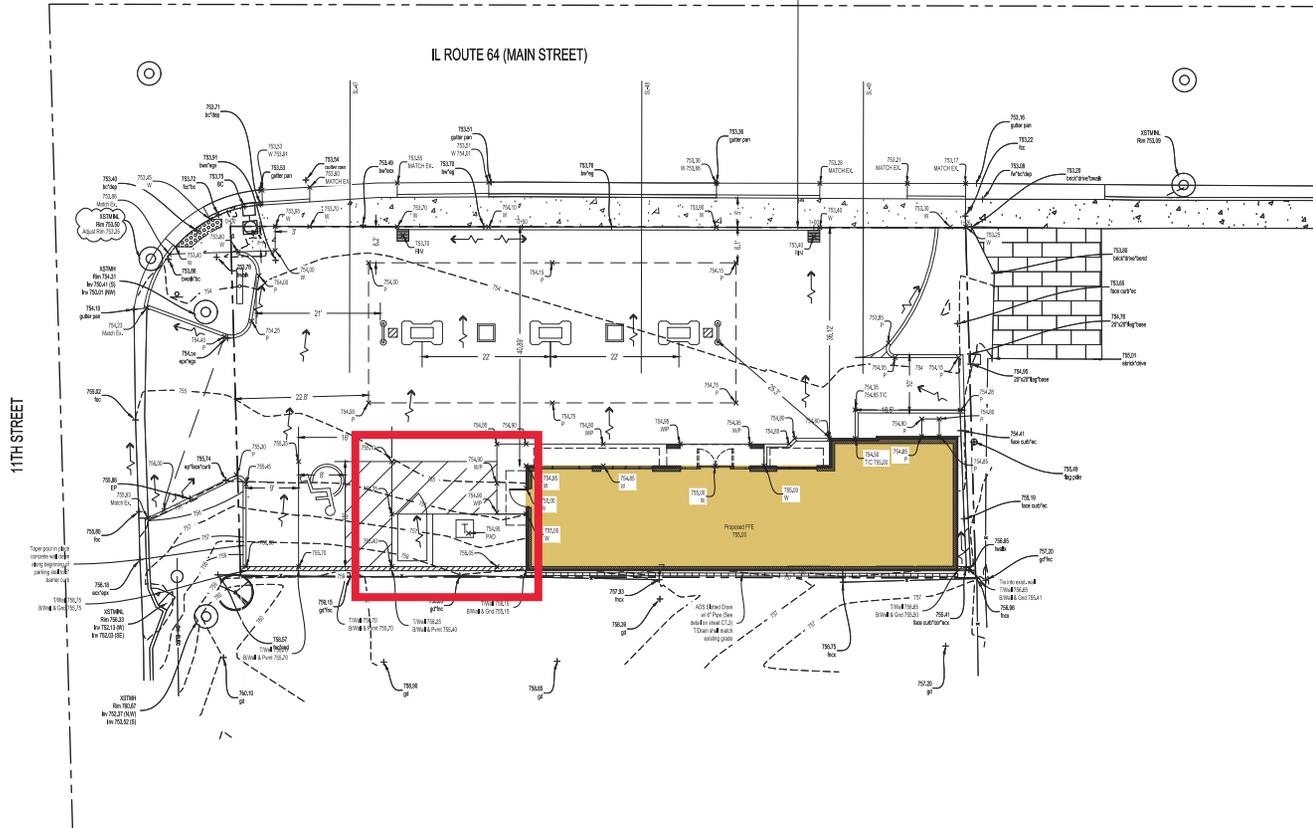
GAS STATION
1023 W. MAIN STREET
ST. CHARLES, ILLINOIS

Cruty & Associates • Civil Engineers
• Surveyors
Civil Engineers, P.C. • Land Surveyors

1101 Commerce Drive • Geneva, IL 60136 • phone (815) 842-2770 • fax (815) 842-2773

DATE: 5/6/21
FILES: 21-006 C10
JOB NO: 21-006
SHEET NO: C1.1

Scale 1"=10'



LEGEND

	EXISTING	PROPOSED
Pavement Grade	▲ 475.00	▲ 475.30
Walk Grade	◆ 475.00	◆ 475.00
Back of Curb Grade	◆ 475.00	◆ 475.00
Ground Grade	◆ 475.00	◆ 475.00
Rim Grade	◆ 475.00	◆ 475.00
Storm Structure	⊙	⊙
Contours	— 475	— 475
Emergency Overflow		➔
Flow Direction		➔
Ridge/pipes	-----	-----
Reverse Curb		~~~~~

All proposed grades are edge of pavement unless otherwise noted. See below for top of curb structure contours.

TCLUB = (P+MT, GRADE) + 0.42 (NORMAL FITCH CURB)
 TCLRBS = (P+MT, GRADE) + 0.54 (REVERSE FITCH CURB)

- GRADING NOTES**
- General contractor shall verify existing contours and notify engineer of any discrepancies.
 - The general contractor shall spread spots from utility contractors work to balance the site to the lowest possible.
 - Erosion control measures include but are not limited to the following: all fabric shall be placed on each sanitary structure until construction is completed. Fabric shall overlap sanitary manhole opening a minimum of one (1) foot on each side with the back grade placed on top of fabric to prevent all from entering sanitary systems. All tanks around perimeter shall remain in place and be maintained until construction is completed. All other structures shall be protected with steel baskets.
 - The general contractor is responsible for erosion control measures. Contractor shall install erosion control measures prior to the start of construction and maintain such measures until grading is completed, parking lot is paved and vegetation has been established. If there is no general contractor, it will then be the responsibility of the grading contractor to install and maintain erosion control measures.
 - The contractor responsible for the installation of the erosion control devices shall maintain all storm water pollution devices throughout construction and until all unfurrowed or run building areas have a uniform permanent vegetative cover with a density of 75 percent or greater. Maintenance includes weekly inspections or an inspection following a rainfall of 1/2 inch in a 24-hour period. The contractor must submit a copy of the inspection report to the owner and engineer at the end of each month and keep a copy of the report on the construction site until the required vegetation cover is in place.
 - If additional erosion control measures not shown on these drawings are required to stop or prevent erosion or are required by any authority having jurisdiction, it shall be the general contractor's responsibility to install such devices. The owner or engineer shall be notified of the additional work and cost prior to installation.
 - The general contractor shall be responsible for notifying the owner and engineer, in writing, of any additional sources of storm water pollution observed during construction and the additional costs required to prevent additional pollution.
 - See soils reports for testing requirements. The final soils reports are dated as follows: Geotechnical Engineering Report prepared by _____ dated _____, 20__.

REVISIONS

NO.	DATE	DESCRIPTION
5	8/22/23	PER CITY COMMENTS
4	6/17/23	PER CITY COMMENTS
3	4/27/23	PER CITY COMMENTS FOR PERMIT
1	1/28/22	PER DOT & VILLAGE COMMENTS

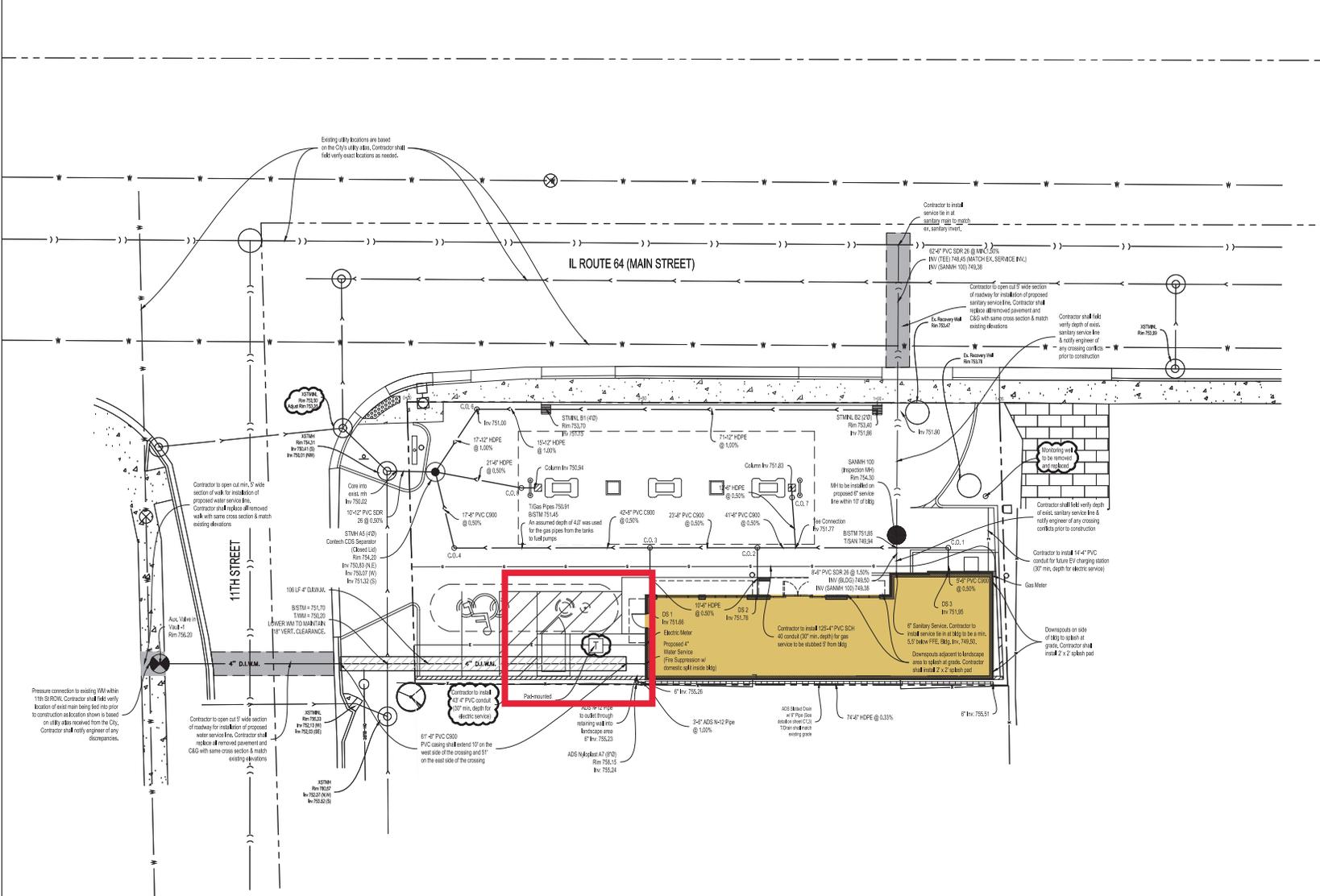
GRADING PLAN

GAS STATION
 1023 W. MAIN STREET
 ST. CHARLES, ILLINOIS

Craig R. Knoche & Associates - Civil Engineers
 24 N. Barnett Street • Geneva, IL 60146 • Phone (815) 449-2370 • Fax (815) 449-2372

DATE	5/6/21
REV.	21-006 C20
JOB NO.	21-006

C2.1
 SHEET NO.



LEGEND

	PROPOSED	EXISTING
STORM SEWER	—>	—>
SANITARY SEWER	—>	—>
WATER MAIN	—>	—>
ELECTRIC	—>	—>
TELEPHONE	—>	—>
GAS	—>	—>
STORM MANHOLE	⊙	⊙
FLARED END SECTION	⊙	⊙
SANITARY MANHOLE	⊙	⊙
VALVE VAULT / B-BOX	⊙	⊙
FIRE HYDRANT	⊙	⊙
LIGHT POLES	⊙	⊙
TRANSFORMER	⊙	⊙

- UTILITY NOTES**
1. All dimensions include 12" Depth for pipe unless otherwise specified. Flares shall meet AWWA C110 OR C150, Valve shall meet AWWA C500.
 2. All storm sewer pipes shall meet DOT specifications (PVC 150) for bedding the pipe class. Storm pipes must meet ASTM C125 standards.
 3. Protect concrete sections for manholes, catch basins, vaults, and vaults with ASTM A36/C45.
 4. Existing utilities shown for information only and are not necessarily accurate. Contractor shall verify all lines where possible and notify engineer of discrepancies, omissions, or variations as soon as possible.
 5. For the installation of manholes or vaults, all structures shall be installed with a minimum of 10' clearance on all sides in accordance with the approved stormwater plan for construction.
 6. Groundwater shall only occur upon site and location of water table, depth, and elevation prior to construction.
 7. Existing gas lines within the site boundaries shall be removed or abandoned as necessary. All gas lines existing shall be located and marked in accordance with existing utility records. An electrician shall be present during excavation and existing gas lines shall be marked with a minimum of 10' clearance on all sides in other side of existing.
 8. Sanitary gas pipe shall be installed in accordance with all existing manholes where proposed connections are made and at the first manhole and to existing manhole.
 9. Contractor to see backlogs and register specifications in architectural data and control documents for additional requirements.
 10. Frame and gate requirements: Storm Structure (Manhole) - Minimum 18" Frame, 18" x 24" Type C Gate; Storm Structure (Vault) - Minimum 18" x 24" Type C Gate; Sanitary Structure - Minimum 18" x 24" Type C Gate; Sanitary Structure - Minimum 18" x 24" Type C Gate; Escalators to be as noted above.
 11. All storm sewer shall be installed and marked.
 12. Contractor must contact the City of Geneva department for the removal of the existing water service and the connection to the proposed water service for fire hydrant.

REVISIONS

NO.	DATE	DESCRIPTION
5	8/22/23	PER CITY COMMENTS
4	8/1/23	PER CITY COMMENTS
3	4/27/23	PER CITY COMMENTS FOR PERMIT
1	1/28/22	PER DOT & VILLAGE COMMENTS

UTILITY PLAN

GAS STATION
1023 W. MAIN STREET
ST. CHARLES, ILLINOIS

Scale 1" = 10'

Craig R. Knoche & Associates - Civil Engineers
 Surveyors
 Land Planners

1111 Commerce Drive • Geneva, IL 60134 • phone (630) 449-2370 • fax (630) 449-2372

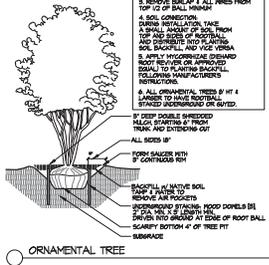
DATE: 5/6/21
 REV: 21-006 C30
 JOB NO: 21-006

C3.1
SHEET NO

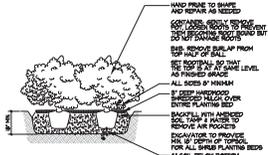
ST. CHARLES, ILLINOIS

ORNAMENTAL TREE NOTES:

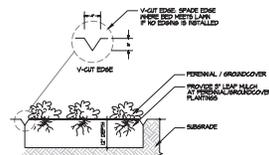
1. FRAME TREE TO PREVENT ROOT LOSS
2. TREE TRUNK SHALL BE PROTECTED BY A 4" DIA. PROTECTIVE SLEEVE
3. REMOVE BURLAP 4" ALL AROUND FROM TOP OF BALL BEING
4. SOIL CONNECTION: 2" DEEP DOUBLE SPEEDWOOD BARK MULCH 2" THICK. A SMALL AMOUNT OF SOIL FROM THE EXISTING SITE SHOULD BE MIXED WITH THE SOIL BACKFILL AND USE VERBA 5" APPL. HYPOXERONIA SHOWN ROOT BEVEL OR APPROX. EQUAL TO LATTICE SPOUT FOLLOWING MANUFACTURER'S DIRECTIONS
5. ALL ORNAMENTAL TREES BY #1 & 2 SHOULD BE PLANTED ON TOP
6. ALL SIDES 18"
7. FORM MULCH WITH 2" CONTIGUOUS 18"
8. SOIL FILLING TO SOIL LEVEL. ALL SIDES 18"
9. UNDERGROUND UTILITY: HOOK PANELS BE PLACED INTO MOUND AT EDGE OF ROOF BALL. SLOANLY BOTTOM 4" OF TREE FT
10. SUBGRADE



ORNAMENTAL TREE



SHRUB PLANTING DETAIL

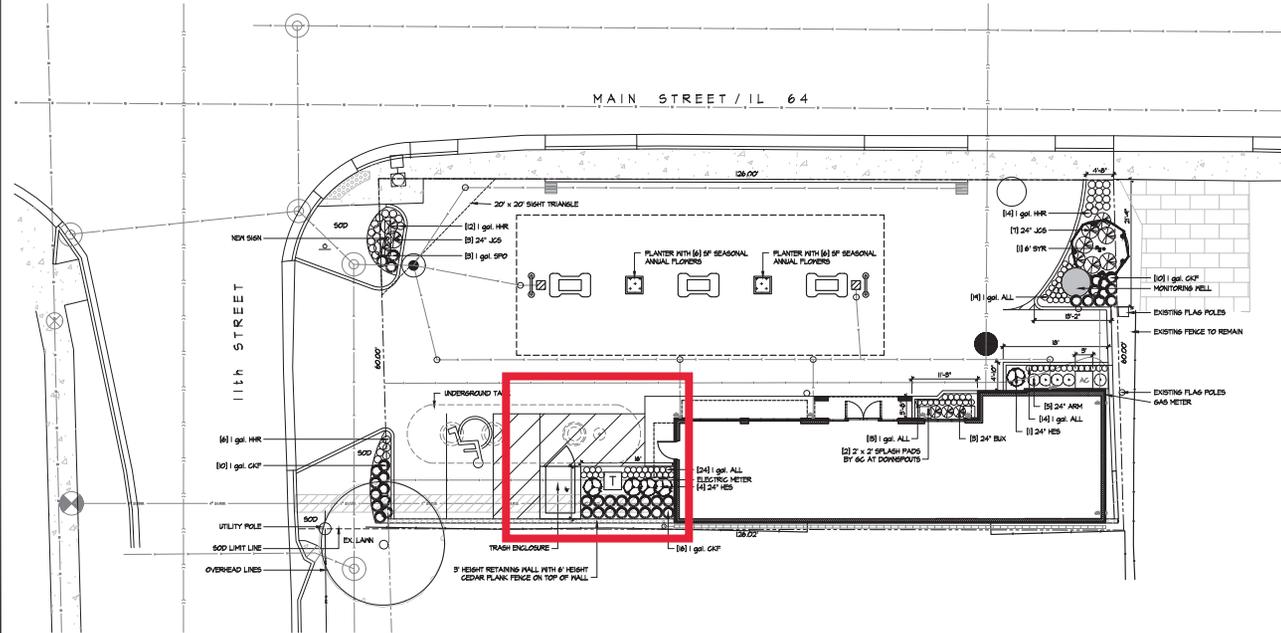


PERENNIAL PLANTING DETAIL

LANDSCAPE NOTES

1. In general, contractor should become familiar with the site and with scope of work prior to the submission of bid proposal and should notify Landscape Architect (LA) and/or owner of any discrepancies between the drawings and existing site conditions.
2. Bid Proposal shall show unit prices and quantities for all items shown on this drawing.
3. Contractor shall follow and conform to the City of St. Charles, IL building codes.
4. Job site safety and means and methods of construction are the responsibility of the Contractor.
5. Contractor shall excavate and dispose of excavated materials off site.
6. Contractor shall be responsible for any damage to buildings or site as a result of executing the work which is part of this contract or additional work which may be added to this contract at a later date.
7. Site shall be kept clean at all times and shall be thoroughly cleaned at the end of each working day.
8. Driveways shall be unobstructed at all times and consideration for the neighboring properties maintained.
9. Determine and verify exact locations of all underground utilities in the field before work begins. Call JULIE 1-800-892-0123 (48 hours) before you dig, excluding Saturdays, Sundays, and holidays.
10. Plants and other materials are quantified and summarized for the convenience of the owner and JURISDICTIVE agencies only. Confirm and install sufficient quantities to complete the work as shown.
11. Landscape Architect not responsible for installation permits unless otherwise noted.
12. Determine subsoil conditions and subsurface drainage requirements of all plant material.
13. **Removals:** Contractor shall clear existing plant material and weeds as needed where new planting is provided per plan. New topsoil shall be provided and/or amended as needed to fine grade planting areas.
14. **Topsoil:** Any new topsoil shall be fertile, pulverized, stable, natural loam, surface soil, free of subsoil, clay lumps, brush, weeds, stones larger than 1" in any dimension and other extraneous or toxic matter harmful to plant growth. Soil shall have acidity range of pH 5-7, not less than 3% humus as determined by loss on ignition of moisture free samples dried at 100 degrees centigrade, less than 60% of material passing VSS #100 sieve consists of clay by dried weight of material.
15. **Amend Existing Soil:** Amend existing soil in all planting beds: 25% soil conditioner, 25% clean sand and 50% existing soil. Rootball amendments into planting beds.
16. **Plant Material:** The Landscape Architect reserves the right to personally select any or all nursery stock prior to digging. All plant material shall bear the same relationship to the new grade as they bore to the previous (nursery) grade. Comply with sizing and grading standards of the latest edition American Standard for Nursery Stock. All plants are subject to inspection by the Landscape Architect at the job site or nursery.
17. **Plant Installation:** Set plant material in the planting pit to proper grade and alignment. Set plants upright, plumb, and face to give the best appearance or relationship to each other or adjacent structure. Do not fill around trunks or stems. Do not use frozen or muddy mixture for backfilling. Supply a minimum of 12" of soil mix on all sides of rootballs for trees and shrubs unless otherwise noted. Plant groundcover and perennials and tamp down soil around pot so pot does not heave in frost. Water in before applying mulch. Do not cover foliage with mulch. Balled roots shall be protected from drying out and care taken to prevent the ball from freezing.
18. **Watering:** LC to water installed plant materials for the entire first season.
19. **Mulch:** Provide 3" loose measure of mulch throughout all planting areas excluding groundcover beds. Mulch to be 6 month old, well rotted, shredded, hardwood bark mulch, not larger than 4" in length and 1/2" in width, free of wood chips and sawdust.
20. **Soil:** Supply and install new bluegrass blend soil as shown on plan. Place soil on min. 4" depth rolled, fine graded, pulverized topsoil. Guarantee new soil for 30 days. Time delivery of soil to soil will be placed within 24 hours after shipping. Protect soil against drying and breaking of rolled strips. If new soil is laid late in the Fall, the guarantee shall be extended into the Spring of the next growing season.
21. **Repair Disturbed Areas:** All disturbed areas shall be repaired and fine graded and topdressed with a minimum 4" depth, rolled, pulverized topsoil. All excess soil not used in repair of disturbed areas shall be removed from site. Soil all repaired areas.
22. **Bed Edge:** Spade edge where bed meets lawn if no edging is installed.
23. Upon completion of all landscape work, the LC shall notify the LA and owner for approval and acceptance. LC to water installed plant materials for the entire first season. LC shall guarantee all work and plant material for a minimum of one year, after acceptance by the LA and owner, of completed landscape work.

MAIN STREET / IL 64



LANDSCAPE CALCULATIONS

SITE AREA	1891 Sq. Ft.	REQUIRED	1891 Sq. Ft.	PROPOSED	1891 Sq. Ft.
LANDSCAPE AREA	1891 Sq. Ft.	REQUIRED	1891 Sq. Ft.	PROPOSED	1891 Sq. Ft.
LANDSCAPE AREA - PERCENT OF TOTAL SITE AREA	100%	REQUIRED	100%	PROPOSED	100%

PLANT LIST

KEY	QTY	SIZE	BOTANICAL NAME	COMMON NAME	REMARKS
ORNAMENTAL TREES					
SYR	1	6"	<i>Syringa reticulata</i>	Japanese Tree Lilac	Specimen, multi-stem
SHRUBS					
ARH	3	24"	<i>Aronia melanocarpa</i>	UGONARH®	Full branching to ground
BLX	3	24"	<i>Buxus</i>	Boxwood	Full branching to ground
HES	3	24"	<i>Hydrangea macrophylla</i>	Boerner®	Endless Summer Hydrangea
JES	3	24"	<i>Juniperus</i>	Juniper	Full branching to ground
PERENNIALS AND ORNAMENTAL GRASSES					
ALL	2	1 gal.	<i>Allium</i>	Star of David	Container
CAE	2	1 gal.	<i>Calluna vulgaris</i>	Heather	Container
HES	2	1 gal.	<i>Hebe</i>	Hebe	Container
SPB	2	1 gal.	<i>Sparganium</i>	Sparganium	Container

NOTES

SEE ARCHITECTURAL PLANS FOR PLANTERS, BACKFILL, PLANTERS WITH CLEAN TOPSOIL AND SEASONAL ANNUAL FLOWERS.



NOT FOR CONSTRUCTION

CLIENT NAME:
KORU Group, PLLC
2126 Oak Gate Lane
Suite 330
Naperville, Illinois

LANDSCAPE ARCHITECTURE
pamelaself
202 South Cook Street Ste #214
Barrington, Illinois 60015
847.438.4822
www.pamelaself.com
LICENSE # 157.000683
STAMP:

ARCHITECT:
CIVIL ENGINEER:
GENERAL CONTRACTOR:

GAS STATION
1023 W. Main Street
St. Charles, Illinois

REV	DATE	DESCRIPTION
1	01.13.22	ISSUE FOR PERMITS
2	04.08.22	ISSUE FOR PERMITS
3	08.17.22	ISSUE FOR PERMITS
4	08.17.22	ISSUE FOR PERMITS

Design by: KWS/PKS
Drawn by: KWS
Checked by: KWS
Start date: 05.03.2021
Project no:

LANDSCAPE PLAN

L-1.0

REFER TO:

Minutes 4-18-2022

Page _____

City of St. Charles, Illinois

Ordinance No.: 2022-Z-8

**An Ordinance Granting Approval of a Map Amendment,
Special Use for Planned Unit Development and PUD
Preliminary Plan for 1023 W. Main St. Redevelopment**

**Adopted by the
City Council
of the
City of St. Charles
April 18, 2022**

Published in pamphlet form by
authority of the City Council
of the City of St. Charles,
Kane and Du Page Counties,
Illinois, April 25, 2022

Nancy Garrison
City Clerk



(S E A L)

City of St. Charles, Illinois
Ordinance No. 2022-Z-8

**An Ordinance Granting Approval of a Map Amendment, Special Use for
Planned Unit Development and PUD Preliminary Plan for 1023 W. Main St.
Redevelopment**

WHEREAS, on or about May 20, 2021, Mohammed Shahid Ali (the “Applicant”) filed petitions for: 1) Map Amendment from the RT-2 Traditional Single-Family Residential District to the BL Local Business District; 2) Special Use for Planned Unit Development; and 3) PUD Preliminary Plan, all for the real estate addressed as 1023 W. Main St., legally described on Exhibit “A” attached hereto and incorporated herein (the “Subject Property”), for the purpose of redeveloping a gas station; and,

WHEREAS, Notice of Public Hearing on said petitions for Map Amendment and Special Use for Planned Unit Development was published on or about July 16, 2021 in a newspaper having general circulation within the City, to-wit, the Daily Herald newspaper, as required by the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, pursuant to said Notice, the Plan Commission conducted a public hearing on or about August 3, 2021 on said petitions in accordance with the statutes of the State of Illinois and the ordinances of the City; and,

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

WHEREAS, the Plan Commission recommended approval of said Map Amendment, Special Use for Planned Unit Development, and PUD Preliminary Plan petitions on or about August 3, 2021; and,

WHEREAS, on August 16, 2021 the Planning & Development Committee of the City Council reviewed the petitions and conditionally recommended approval, and on April 11, 2022, the Committee reviewed revised plans that included removal of the proposed residential unit, and recommended approval of said petitions as presented; and,

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

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

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

2. That passage of this Ordinance shall constitute approval of the petition for a Map Amendment for the Subject Property from the RT-2 Traditional Single-Family Residential District to the BL Local Business District, and the Findings of Fact for Map Amendment attached hereto and incorporated herein as Exhibit “B” are expressly adopted by the corporate authorities of the City, with references to the initially proposed residential unit stricken from the findings.

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

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

- Preliminary Engineering Plans; Craig R. Knoche & Associates; revisions dated 1/26/22 (Sheet C1.1 revised 4/7/22)
- Landscape Plan; Pamela Self Landscape Architecture; revisions dated 4/11/22
- Photometric Plan; On-Site Lighting & Survey; revisions dated 4/8/22
- Exterior Elevations; ECA Architects & Planners; revisions dated 1/26/22
- Renderings; ECA Architects & Planners; revisions dated 1/26/22

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

- a. Zoning: The Subject Property shall be subject to the requirements of the BL Local Business District, as amended, and all other applicable requirements of Title 17 of the St. Charles Municipal Code (“Zoning”), as amended, except as specifically varied in the “PUD Deviations” attached hereto and incorporated herein as Exhibit “E”.

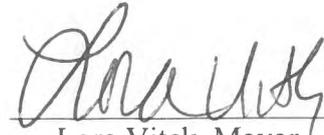
6. That after the adoption and approval hereof, the Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 18th day of April 2022.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties,

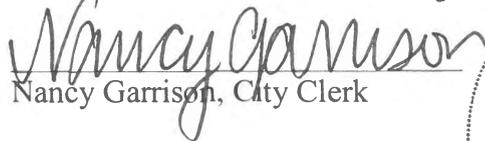
Illinois this 18th day of April 2022.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties,
Illinois this 18th day of April 2022.



Lora Vitek, Mayor

Attest:



Nancy Garrison, City Clerk



Vote:

Ayes: 7

Nays: 3

Absent: 0

Abstain: 0

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION

THE NORTH 60 FEET OF LOTS 4 AND 9 IN BLOCK 5 OF MORRISON'S ADDITION TO ST. CHARLES; IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PIN# 09-33-203-001

EXHIBIT "B"

FINDINGS OF FACT FOR MAP AMENDMENT

1. The existing uses and zoning of nearby property.

North of the property: BL, RT-2 with BT transitional business overlay (legal services)

East of the property: RT-2

South of the property: RT-2

West of the property: RT-2 and BT (insurance office)

Neighborhood Commercial Comprehensive Plan Designation area to north, east and west (includes this property and references gasoline service stations and Main Street shallow lots). Proposed to change from RT-2 (grandfathered gas station) to BL (PUD variation to allow gas station).

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

The proposed zoning will make the existing non-conforming gas station conforming if granted with the PUD variations. Since the pumps and underground tanks were removed to prepare for improvements to the site, the existing gas station building is in limbo. The gas station has been there for decades beyond the original zoning documents, therefore, the owner would like to keep the gas station and improve the site and the building. The improvements aesthetically and functionally should increase the value of the gas station property and the value of the neighboring properties. The size of the existing lot would be hard to develop into anything without zoning variations.

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

The property has been a commercial gas station use for over 50 years. This area along Main Street is primarily commercial use. Maintaining the gas station/C-store will continue to add valuable services to the local community as it has for over 50 years. The property is small and development of it is difficult for any use without variations due to existing zoning restrictions.

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

RT-2 allows Auxiliary dwelling units and Single-Family homes, small group homes, local utilities and neighborhood parks. Max building coverage for +1.5 story structures is 25%, which would be approx. 1890 SF. Though possible to place a small home on the site, a park would not be a safe distance from IL-64. As the property has been occupied by a gas station, maybe even dating back to the 1920s, and many of the neighboring properties at this corner are commercial, and market conditions could be less desirable for new residential construction abutting IL-64, it is more feasible to keep the commercial gas station use.

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

The property is not vacant, the intent is to upgrade the existing gas station use, and ownership of the gas station is the same since 2015.

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

The Land Use Plan as part of the 2013 Comprehensive Plan has marked this property as "Neighborhood Commercial". The plan also identifies the two existing homes to the east and the length of existing homes and commercial properties to the north to be part of the "Neighborhood Commercial" use. This designation are areas where "smaller-scale retail and service commercial areas" are considered more suitable than residential. Gas stations are one of the appropriate uses listed in the Comprehensive Plan for "Neighborhood Commercial." So, looking forward, rezoning to BL is in line with the Comprehensive Plan and complements the vision for the area while allowing a long-standing service commercial use to continue.

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

As noted above, the Land Use Plan as part of the 2013 Comprehensive Plan has marked this property as "Neighborhood Commercial". This designation are areas where "smaller-scale retail and service commercial areas" are considered suitable. Gas stations are one of the appropriate uses listed in the Comprehensive Plan for "Neighborhood Commercial." So, looking forward, rezoning to BL is consistent with the City's Comprehensive Plan.

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

The proposed amendment and variations, allow for a shallow site that is more difficult to develop to become compliant as a BL use within an area that has BL designations across the street. The scale, intensity and residential features of the proposed gas station ~~and second floor apartment building~~ are compatible with the neighboring residential. A BL rezoning also fits within the Neighborhood Commercial Comprehensive Plan designation as mentioned above.

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

As the current zoning is existing non-conforming and needs to be rezoned to remain a gas station, BL is the most appropriate zoning classification. Any variations needed are addressed as part of the new PUD.

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

The trend of development, if referencing the Comprehensive Plan would be to change this location to a commercially zoned property. The parcel at 10th St. and Main St. was built around 2008, updated as a commercial property designed with a residential feel, the same as being proposed by the residential style of the gas station. This pocket along Main Street also has at least four commercial use or commercial overlay parcels in the immediate vicinity to the gas station lot.

EXHIBIT "C"

CRITERIA FOR PLANNED UNIT DEVELOPMENTS

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

The proposed PUD advances #1 and #6 especially. The existing site is 0.1735 acres on a corner lot with an outdated commercial looking C-store building. The variances requested as part of the PUD promote a creative approach to developing the site with a larger C-store and additional pump that will benefit the consumer and neighboring homes and businesses that will use the facility via car or on foot. ~~With the addition of a single bedroom apartment on the second story,~~ the building lends itself to express more residential character and improved curb appeal while looking more integral in the residential neighborhood than the existing, one-story, flat roof building. The redevelopment allows corrected zoning for an appropriate use (one that has been there for decades), while updating the obsolete and inappropriate commercial looking building. Based on the site constraints the property is being designed in the most efficient manner possible while reusing utilities where possible, drainage patterns, etc. to meet code compliance and performance standards.

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

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

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

The existing site is zoned RT-2 and the existing gas station was a grandfathered use of the RT-2 district until the pumps and underground tanks were removed in preparation for improving the property. As it is today, a gas station cannot be part of an RT-2 use, and the best fit based on the other commercial properties across the street and the Comprehensive Plan vision for the property would be to zone it BL (Local Business District). The approval of the PUD allows for several variations which includes a gas station in the BL district. The PUD will also provide relief from many setback requirements that make the 0.1735-acre site unworkable for development. Therefore, conforming to the requirements of the underlying zoning district would be impractical and the proposed PUD provides the benefit of allowing a non-conforming, but long established, use to remain at this location. It also allows an opportunity to refresh, upgrade and improve the existing site and building. Currently, the landscaping on the site is a mulch bed berm on the south side of the parking. The owner is adding as many landscaping areas as possible on the small site and providing a retaining wall with fence on along the south property line as a buffer to the neighboring home. The existing one story flat roofed commercial building is being replaced with an attractive residential styled two-story building. This allows an opportunity for the building to blend into the residential neighborhood like many of the other commercial properties in the area. It also increases the size and amenities of the convenience store on the first floor for users in the neighborhood and those that travel Main Street. Three covered gas pumps provide additional benefit to commuters through the area. ~~The second floor apartment adds an opportunity for a dual use to the property.~~ The building will be designed in accordance with energy efficiency codes and will be sprinklered to meet current local building codes.

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

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

The Special Use for PUD will serve the public convenience at the proposed location by allowing the existing gas station and C-store to be enlarged and improved. There will be one more pump and the C-store will be increased from 470 SF to 1440 SF. The C-store/gas stations is a useful amenity to the neighboring residential and business uses and has already been a fixture in the community for many decades.

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

Existing utilities, access roads, drainage and necessary facilities are either being reused, or being upgraded as needed to meet current standards. The existing site is mainly paved or has the building on it, the proposed site is mainly paved with a building on it and landscaping beds where possible. No curb cuts or access to the property are being increased. Utilities are being connected from existing utilities that are readily available. A new water service will connect to the existing water main (new building to be sprinklered).

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

Approval of the Special Use PUD allows an existing non-conforming, out of date property, to be zoned appropriately. The Special Use will not be injurious to the use and enjoyment of neighboring properties as it is improving the use and aesthetics of the existing gas station. The use is the same but the building and site will get an updated, attractive look. ~~The building will also include a one bedroom apartment and the two-story architecture is being designed to be sensitive to the neighbourhood and comments from the initial concept review.~~ New fencing and a retaining wall will be built to shield the residence on the South end of the property. Fencing will remain on the east end of the property.

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

The Special Use for PUD approval allows the original non-conforming gas station use to be granted in a BL zoning district rather than the original residential zoning district. The BL District is appropriate as the property across Main Street from the site is BL and is compatible with the Neighborhood Commercial land use

category in the St. Charles Comprehensive Plan. Due to the size of the lot and the variations needed to proceed with the development, a PUD will allow this to be a uniquely zoned property that does not adversely affect the development and improvement of the surrounding properties.

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

The establishment, maintenance or operation of the Special Use will not be detrimental to or endanger public health, safety, comfort or general welfare. The gas station is already a use familiar to the neighborhood. ~~The single bedroom apartment is residential. The site has a designated parking spot for the apartment on the premises.~~ The required parking for the gas station is being met. The variations requested enable the small site to be buildable and functional. The building design is focused on being residential in a style to fit within the neighborhood.

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

The proposed Special Use conforms to all applicable provisions of the St. Charles Municipal Code to the greatest extent possible, with any variations necessary to update the site included in the PUD request. The size of the existing site is so limited for any development without getting variations. The zoning change to BL and allowing a gas station to remain on the site meets the intent of the BL district for “small-scale service and retail uses that serve convenience needs” of the neighbourhood. The building character is to be attractive and blend with the neighboring residential area per the design guidelines.

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

The proposed PUD will be beneficial to the physical development, diversity, tax base and economic well-being of the City: allowing to keep the gas station use, maintains a decades long commercial use that provides tax revenue from the C-store and gas pumps. A convenience store/gas station embedded in a neighborhood setting ~~with residential unit above~~ keeps diversity along that stretch of Main Street. PUD approval allows the property to be upgraded and purposeful again which is beneficial to the economic well-being of the City.

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

The concept plan staff report comments confirm agreement with the proposed BL

Zoning change for the property in regards to the Comprehensive Plan. “Property zoned BL is located across Main Street from the subject property. The BL District is also compatible with the Neighborhood Commercial Land use category for the property in the Comprehensive Plan.” The remaining adjacent property is still RT-2 for the single family residential except for any commercial uses in the neighborhood. “The subject property is noted as Neighborhood Commercial with residential character.” The building architecture is proposed to be residential in character and materials. Although a gas station use is typically found in BC and BR, the location and previous use as a gas station and the neighboring zoning and Comprehensive Plan data would suggest BL is the appropriate designation for the PUD.

EXHIBIT "D"

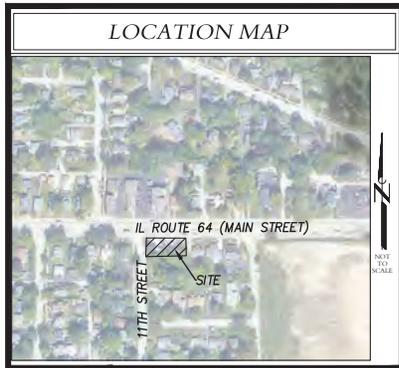
**PUD PRELIMINARY PLAN
(21 pages)**

PRELIMINARY ENGINEERING

GAS STATION

1023 W. MAIN STREET
ST. CHARLES, ILLINOIS

PREPARED FOR
SHAHID ALI



DRAWINGS INDEX			
	ON-SITE IMPROVEMENTS	REV	DATE
	C0.1 TITLE SHEET & INDEX	1	1/26/22
	C0.2 EXISTING CONDITIONS & DEMOLITION PLAN	1	1/26/22
	C1.1 SITE PLAN	1	1/26/22
	C2.1 GRADING PLAN	1	1/26/22
	C2.2 STORMWATER POLLUTION PREVENTION PLAN	1	1/26/22
	C2.3 SWPPP SPECIFICATIONS & DETAILS	0	5/6/21
	C2.4 IL ROUTE 64 CROSS SECTIONS	0	1/26/22
	C3.1 UTILITY PLAN	1	1/26/22
	L-1.0 LANDSCAPE PLAN	1	1/31/22
	SL200 PHOTOMETRIC PLAN	1	2/3/22
	C7.1 GENERAL NOTES & SPECIFICATIONS	0	5/6/21
	C7.2 SITE & UTILITY DETAILS	1	1/26/22
	C7.3 IDOT DETAILS	1	1/26/22
	C7.4 IDOT DETAILS	0	1/26/22
	C7.5 IDOT DETAILS	0	1/26/22
	C7.6 IDOT DETAILS	0	1/26/22
	LATEST REVISION	1	1/26/22

CONTACTS
City of St. Charles 2 East Main Street St. Charles, IL 60174
<i>Planning Division</i> Russell Colby - Community Development Division Manager (630) 377-4443
<i>Public Works</i> Peter Suhr - Director (630) 377-4405
<i>Community & Economic Development</i> Rita Tungare - Director (630) 377-443

BENCHMARKS
Benchmark #1: Existing cut cross in the middle of the public sidewalk at the Site's NE property corner, 2' north of the site's NE property corner.
Elevation: 753.22
Refer to sheet C0.2 for benchmark locations. All benchmarks are USGS NAVD88.

WARNING CALL

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



Operates 24 hours a day 365 days a year!

BEFORE YOU DIG

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

DRAINAGE OVERLAY CERTIFICATE
STATE OF ILLINOIS } ss. COUNTY OF KANE
I, Steven R. Kudwa, hereby certify that adequate storm water storage and drainage capacity has been provided for this development, such that surface water from the development will not be diverted onto and cause damage to adjacent property for storms on or after including the one hundred (100) year event, and the design plans are in compliance with all applicable federal, state, county, and village laws and ordinances.
DATED THIS _____ DAY OF _____, 2022
 ILLINOIS REGISTERED PROFESSIONAL ENGINEER
DESIGNER STATE REGISTRATION NUMBER _____



R E V I S I O N S		
NO.	DATE	DESCRIPTION
1	1/28/22	PER IDOT & CITY COMMENTS

TITLE SHEET & INDEX

GAS STATION
1023 W. MAIN STREET
ST. CHARLES, ILLINOIS

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE, COMPLY WITH THE CODES AND ORDINANCES OF THE CITY OF ST. CHARLES, BY LICENSE EXPIRATION: NOVEMBER 30, 2023

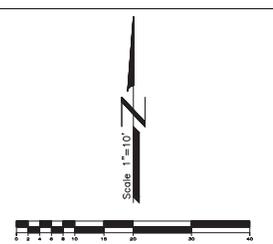
STEVEN R. KUDWA, P.E. LICENSED ENGINEER # 062-054950

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

24 1/2 Bennett Street • Geneva, IL 60134 • phone (815) 849-1270 • fax (815) 849-1272

DATE: 5/6/21	C0.1
FILES: 21-006 C01	
JOB NO: 21-006	

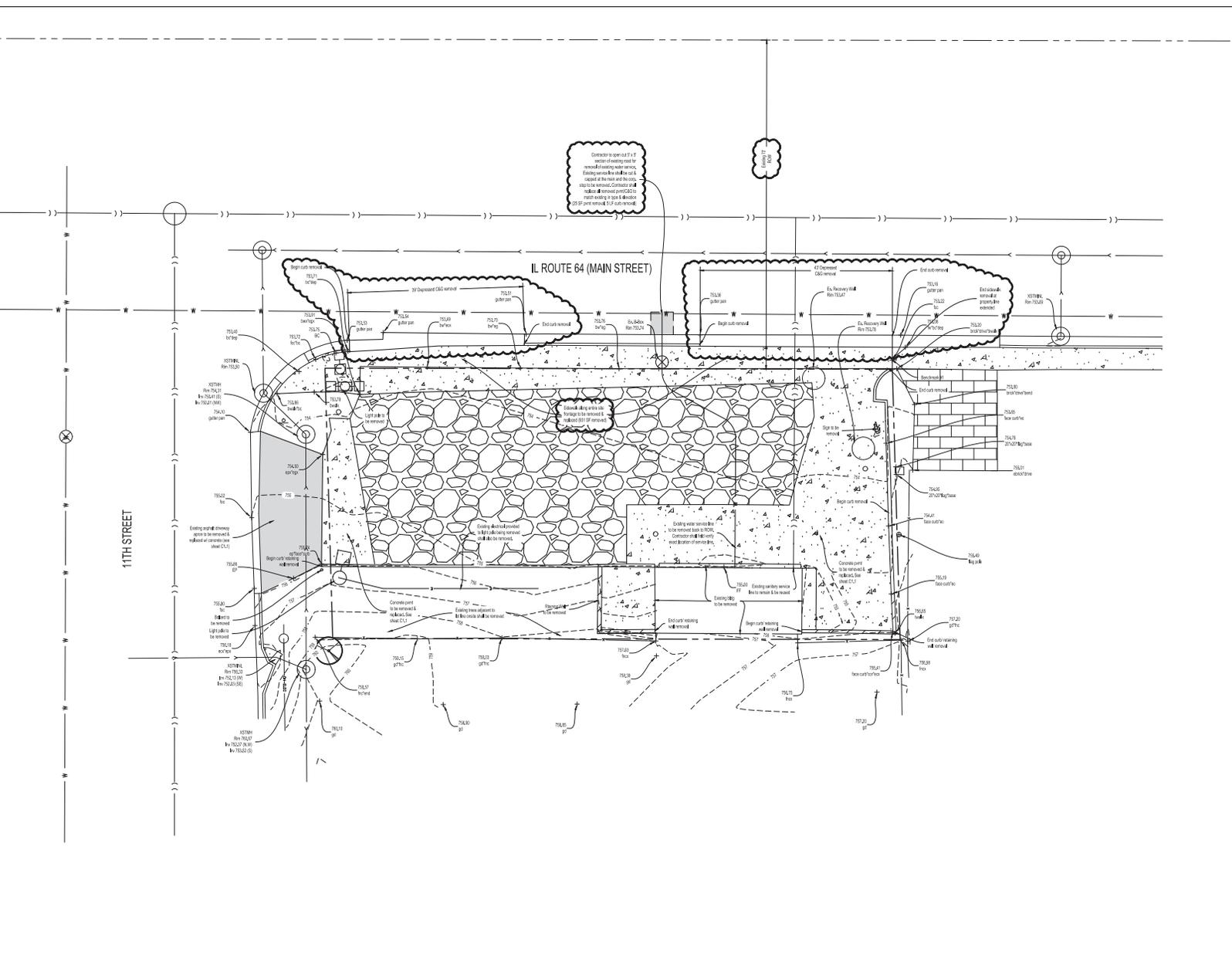
ST. CHARLES, ILLINOIS



SITE DEMOLITION LEGEND

	TO REMAIN	TO BE REMOVED
Watermain	—W—	—W—
Storm Sewer	—SS—	—SS—
Sanitary Sewer	—S—	—S—
Overhead Electric	—CH-ELEC—	—CH-ELEC—
Electric	—E—	—E—
Telephone	—T—	—T—
Gas	—G—	—G—
Storm Manhole	⊙	⊙
Sanitary Manhole	⊙	⊙
Valve Vault/B-Box	⊙	⊙
Storm Inlet	⊙	⊙
Fire Hydrant	⊙	⊙
Utility Pole	⊙	⊙
Curb & Gutter	—CG—	—CG—
Contour	—C—	—C—
Trees	⊙	⊙
Street Light	⊙	⊙
Telephone	⊙	⊙
Concrete	[Pattern]	[Pattern]
Sign	⊙	⊙
Fence	—F—	—F—
Pavement	[Pattern]	[Pattern]

- SITE DEMOLITION NOTES**
- All items which are to be abandoned shall be removed and replaced with approved trench backfill and compacted to 95% modified proctor. Related items including areas to 95% in any other location. If applicable, all work shall be done for a distance of 2' and be made of loadable concrete material or masonry.
 - Contractor shall work in existing conditions prior to demolition and complete all engineering of any decommission or potential conflicts between existing conditions and proposed design.
 - All excavations shall be backfilled and disposed of properly. Demolition shall not be carried out unless an engineer has approved all backfill work.
 - Demolition contractor shall follow all applicable codes and regulations.
 - All items to be abandoned shall be capped in accordance with the requirements of the appropriate utility companies and the governing municipality.
 - Traffic control for work on the right-of-way shall meet ILLDOT standards per Section 700, Standard Specifications for Road and Bridge Construction, (as required 2016).
 - Contractor must barricade (including warning lights) all open excavations to prevent vehicles and pedestrian traffic from entering the area.
 - All excavations to be capped for the new approved engineering shall be compacted to 95% modified proctor.
 - Excavation contractor shall backfill in order to prevent settlement and/or pavement damage.
 - Excavation contractor shall backfill in order to prevent settlement and/or pavement damage.
 - All final work shall be removed from construction within 30 days of completion of the construction site. Any dirt and debris deposited on the adjacent roadway shall be immediately removed from said adjacent roadway.
 - All items to be abandoned shall be capped in accordance with the requirements of the appropriate utility companies and the governing municipality.
 - Demolition of utilities including but not limited to gas, electric, telephone and cable shall be coordinated with the governing municipality and the utility companies.
 - Excavate all utility trenches, including pathways, to the required depth for new construction.
 - Contractor shall be responsible for removal of all utility and underground equipment including but not limited to lines shown on these plans.
 - Gravels to be graded to have positive drainage and needed or immediate construction of the new building.



REVISIONS

NO.	DATE	PER IDOT & VILLAGE COMMENTS	DESCRIPTION
1	1/28/22	PER IDOT & VILLAGE COMMENTS	

EXISTING CONDITIONS & DEMOLITION PLAN

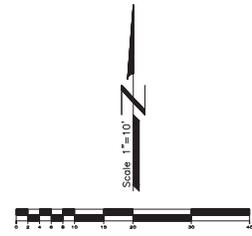
GAS STATION
1023 W. MAIN STREET
ST. CHARLES, ILLINOIS

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

1111 Commerce Drive • Geneva, IL 60134 • Phone (630) 449-2370 • Fax (630) 449-2375

DATE	5/8/21
FILE	21-006 C02
JOB NO.	21-006
SHEET NO.	21-006

C0.2
SHEET NO.



SITE ANALYSIS

SITE			
1023 W. Main Street St. Charles, IL			
Parcel Area		7,557 sf	±0.17 Acres
Building Area		1,440 sf	
PARKING			
Quantity Required	6 = 4 x 1,440/1,000 1 = 1 7 Spaces	Gas Station (4 spaces per every 1,000 of floor area)	Residential (1 per dwelling unit)
Provided	10 = 3 Standard + 6 Pumps + 1 ADA		
Stall Size Required	9' x 18' (Standard)		
Provided	9' x 18' (Standard), 10' x 18' (ADA)		

LEGEND

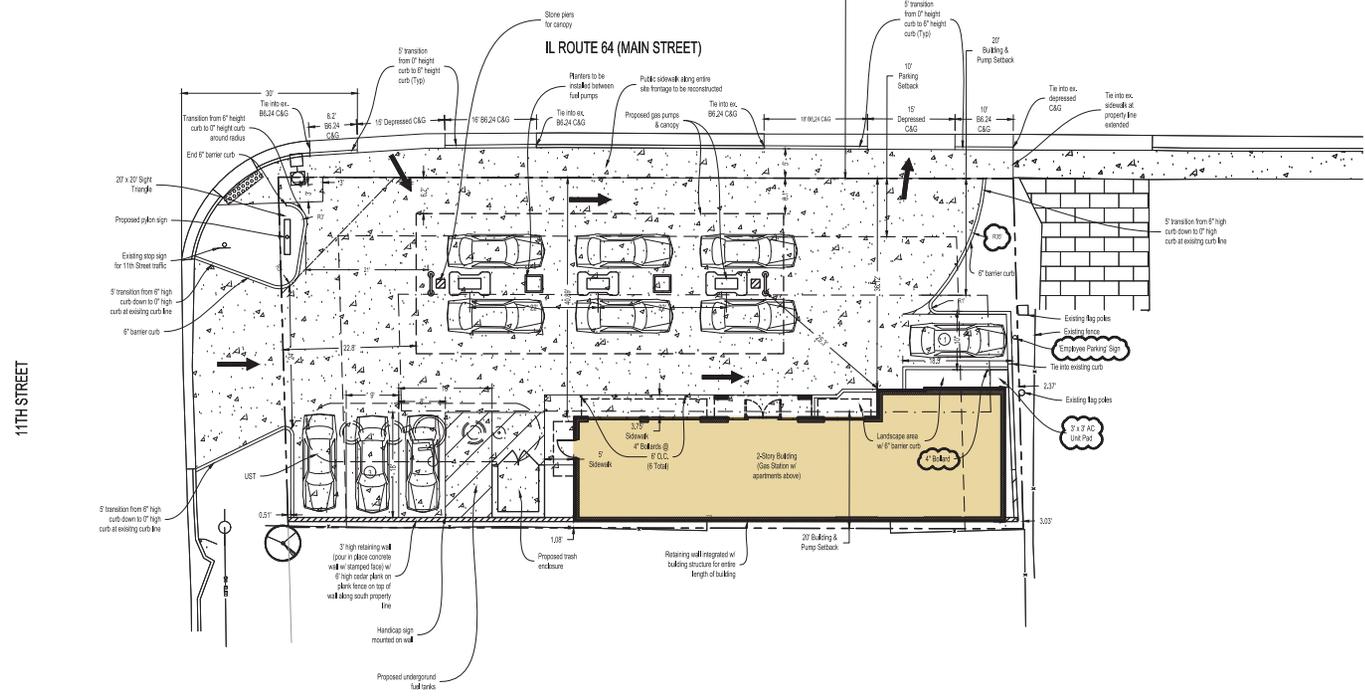
Proposed Curb & Gutter	
Existing Curb & Gutter	
Property Line	
Setback Line	
Concrete	
Truncated Domes	

SITE IMPERVIOUS

Existing Impervious Area = 6,415 sf OR 15 Acres
 Proposed Impervious Area = 7,009 sf OR 16 Acres
 Net New Impervious Area = 597 sf OR 0.14 Acres
 Site Percent Impervious = 93%
 Per Kane County Stormwater Ordinance, since the site impervious area exceeds 50% of the total site area - BMP requirements are triggered for this redevelopment.
 Total BMP Volume = 102' x 7,006 sf = 884 cf
 Due to redevelopment being a gas station, infiltration is not allowed. Pre-Treatment will be provided via the Context CSS Separator Unit (see sheet C2.1) and a fee-in-lieu will be paid for the BMP volume required.

SITE NOTES

- All dimensions are base of curb unless otherwise noted.
- All curb radii are base of curb unless otherwise noted.
- Contractor to verify dimensions prior to starting work and notify engineer if any discrepancies are found.
- Setback around perimeter of building shall be with pavement unless otherwise specified on plans.
- Contractor will be responsible for restoring all existing pavement damaged during construction.
- See details for bituminous and concrete pavement materials.
- Contractor to provide temporary traffic control measures during construction of driveway in accordance w/ Illinois C.O.T.C. requirements.
- ADA handicap access shall be installed at all locations delineated on plans as well as at all locations where sidewalk abuts drive or roadway.
- Contractor shall compare architectural and engineering plans for interface compatibility.
- Pavement striping to be white two coats unless otherwise specified on plans.



REVISIONS		
NO.	DATE	DESCRIPTION
2	4/7/22	PER VILLAGE COMMENTS
1	1/28/22	PER IDOT & CITY COMMENTS

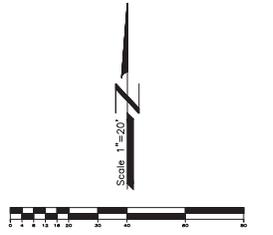
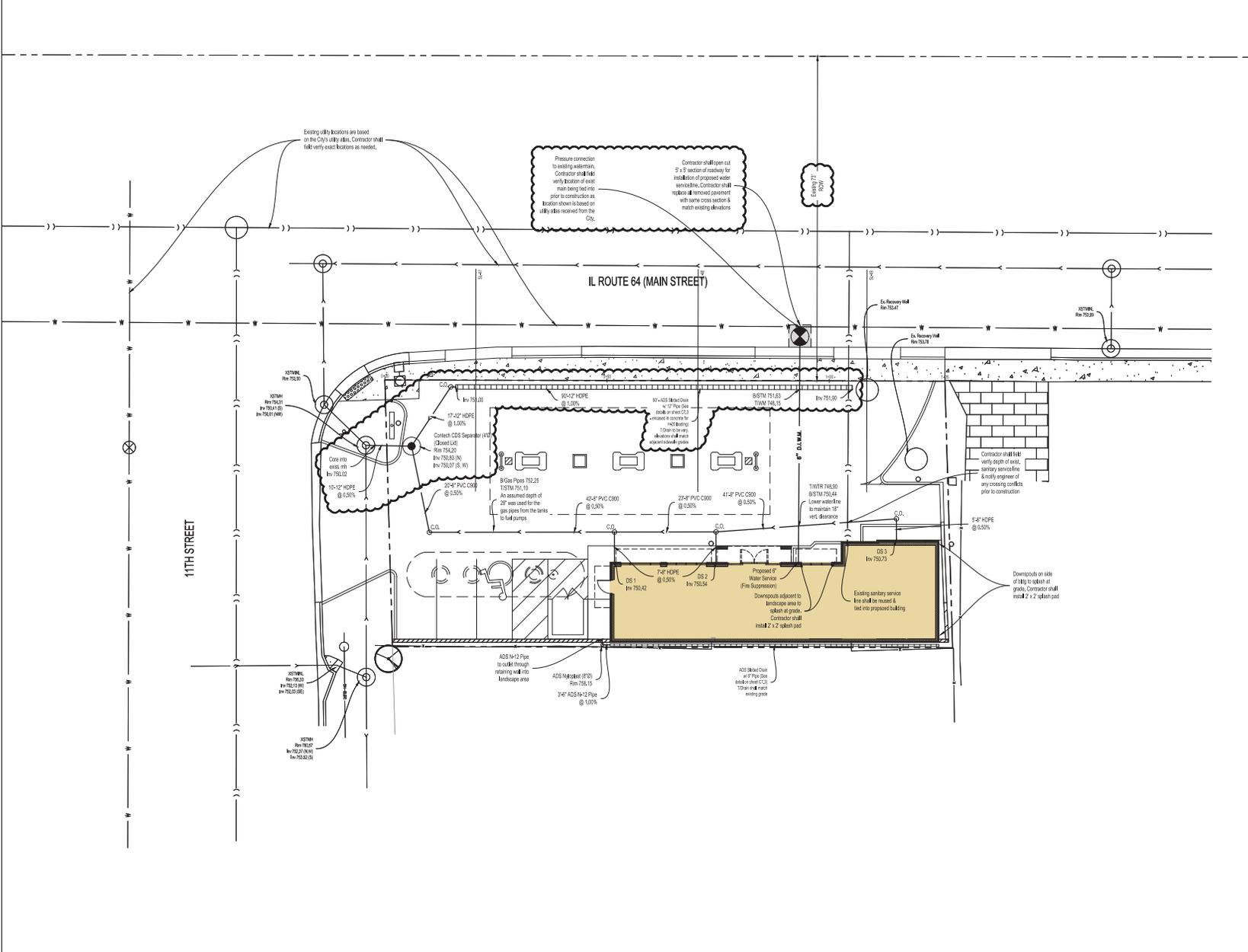
SITE PLAN

GAS STATION
 1023 W. MAIN STREET
 ST. CHARLES, ILLINOIS



DATE: 5/6/21
 FILE: 21-006 C10
 JOB NO: 21-006
 SHEET NO.

C1.1



LEGEND

	PROPOSED	EXISTING
STORM SEWER		
SANITARY SEWER		
WATER MAIN		
ELECTRIC		
TELEPHONE		
GAS		
STORM MANHOLE		
FLARED END SECTION		
SANITARY MANHOLE		
VALVE VAULT / B-BOX		
FIRE HYDRANT		
LIGHT POLES		
TRANSFORMER		

- UTILITY NOTES**
1. All elevations shall be in feet above mean sea level unless otherwise specified. Elevation shall be noted as MSL or C.G. unless otherwise specified.
 2. All pipe materials shall meet DOT specifications (MFC 502.03) for bedding by pipe class. Storm pipe must meet ASTM C125 standards.
 3. Proposed concrete sections for manholes, catch basins, vaults, and vaults shall meet ASTM C125.
 4. Existing utilities shown for information only and are not necessarily to scale. Contractor shall verify all utilities shown, possible and not shown, before excavation, installation, or relocation as shown.
 5. No fire hydrant shall be located in a driveway or on a sidewalk. All fire hydrants shall be located in accordance with the approved fire department plan.
 6. General contractor shall verify specific size and location of conduit for gas, electric and telephone prior to installation.
 7. All existing gas lines located within the site boundaries shall be removed or abandoned as necessary. All gas lines existing outside the site boundaries shall be removed or abandoned as necessary. All gas lines existing outside the site boundaries shall be removed or abandoned as necessary. All gas lines existing outside the site boundaries shall be removed or abandoned as necessary.
 8. Sanitary gas pipe shall be installed using construction of existing manholes where proposed connections are made and at the first manhole from proposed sanitary line.
 9. Contractor to see landscape and irrigation specifications in architectural plans and connect documents for additional requirements.
 10. Frame and pipe requirements:
 Storm Structure (Manhole) - Meet or Exceed 150' Frame, 16200' Type C Grade
 Storm Structure (Catch Basin) - Meet or Exceed 150' Frame, 16200' Type C Grade
 Storm Structure (Vault) - Meet or Exceed 150' Frame, 16200' Type C Grade
 Sanitary Structure - Meet or Exceed 150' Frame, 16200' Type C Grade
 Equipment to meet or exceed above.

REVISIONS

NO.	DATE	DESCRIPTION
1	1/28/22	PER IDOT & VILLAGE COMMENTS

UTILITY PLAN

GAS STATION
 1023 W. MAIN STREET
 ST. CHARLES, ILLINOIS

Craig R. Knoche & Associates - Civil Engineers
 1118 Commerce Drive • Geneva, IL 60134 • phone (630) 449-2270 • fax (630) 449-2272

DATE: 5/6/21
 FILE: 21-006 C30
 JOB NO: 21-006

C3.1
 SHEET NO.



LEGEND

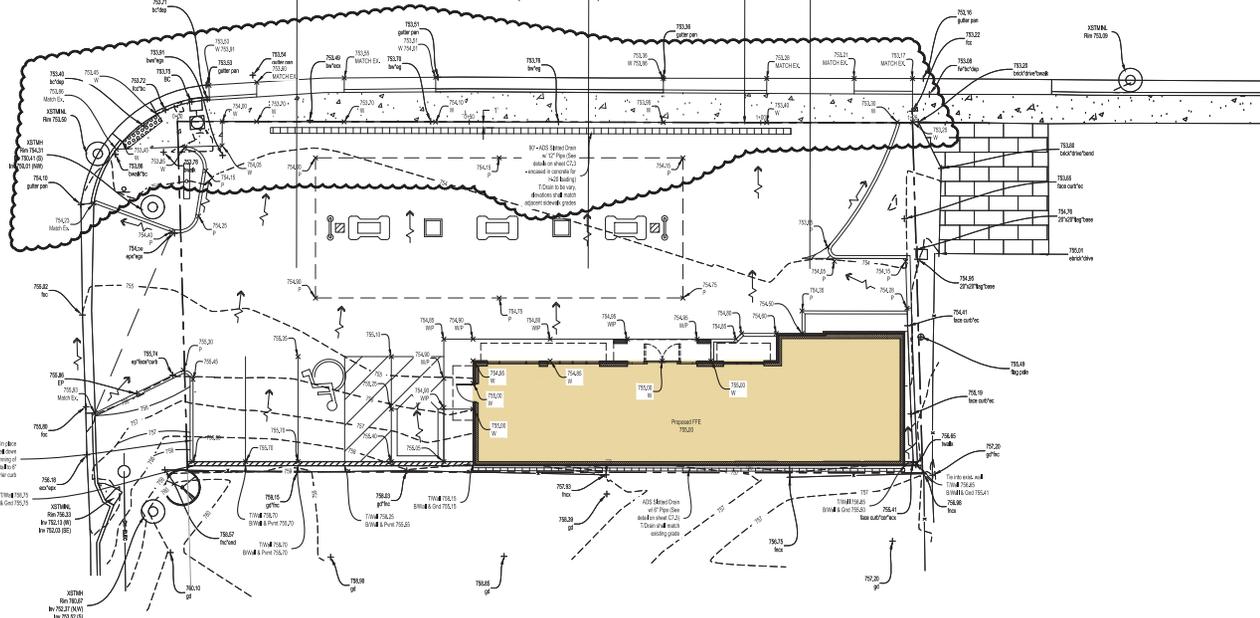
	EXISTING	PROPOSED
Pavement Grade	◆ 475.30	◆ 475.30
Walk Grade	◆ 475.00	◆ 475.00
Back of Curb Grade	◆ 475.00	◆ 475.00
Ground Grade	◆ 475.00	◆ 475.00
Rim Grade	◆ 475.00	◆ 475.00
Storm Structure	⊙	⊙
Contours	— 475 —	— 475 —
Emergency Overflow		➔
Flow Direction		➔
Ridgelines	---	---
Reversed Curb		~

All proposed grades are edge of pavement unless otherwise noted. See below for top of curb elevation contours.
 TCURB - (PMT. GRADE) + 0.42 (NORMAL PFDH CURB)
 TCURB - (PMT. GRADE) + 0.54 (REVERSE PFDH CURB)

- GRADING NOTES**
- General contractor shall verify existing contours and notify engineer of any discrepancies.
 - The general contractor shall spread spoils from utility contractors work to balance the site to the lowest possible.
 - Erosion control measures include but are not limited to the following: all fabric shall be placed on each sanitary structure until construction is completed. Fabric shall overlap sanitary manhole opening a minimum of one (1) foot on each side with the side grade placed on top of fabric to prevent all from entering sanitary system. Six (6) bags around perimeter shall remain in place and be maintained until construction is completed. All site structures shall be protected with silt blankets.
 - The general contractor is responsible for erosion control measures. Contractor shall install erosion control measures prior to the start of construction and maintain such measures until grading is complete, parking lot is paved and vegetation has been established. If there is no general contractor, it will then be the responsibility of the grading contractor to install and maintain erosion control measures.
 - The contractor responsible for the installation of the erosion control devices shall maintain all storm water pollution devices throughout construction and until all unimproved or non-building areas have a uniform operational vegetative cover with a density of 75 percent or greater. Maintenance includes weekly inspections or an inspection following a rainfall of 1/2 inch in a 24-hour period. The contractor must submit a copy of the inspection report to the owner and engineer at the end of each month and keep a copy of the report on the construction site until the required vegetation cover is in place.
 - If additional erosion control measures not shown on these drawings are required to stop or prevent erosion or are required by any authority having jurisdiction, it shall be the general contractor's responsibility to install such devices. The owner or engineer shall be notified of the additional work and cost prior to installation.
 - The general contractor shall be responsible for notifying the owner and engineer, in writing, of any additional sources of storm water pollution observed during construction and the additional costs required to prevent additional pollution.
 - See soils reports for testing requirements. The final soils reports are dated as follows: Geotechnical Engineering Report prepared by _____ dated _____, 20__.

IL ROUTE 64 (MAIN STREET)

11TH STREET



REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	1/28/22	PER IDOT & VILLAGE COMMENTS			

GRADING PLAN

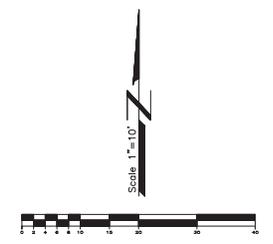
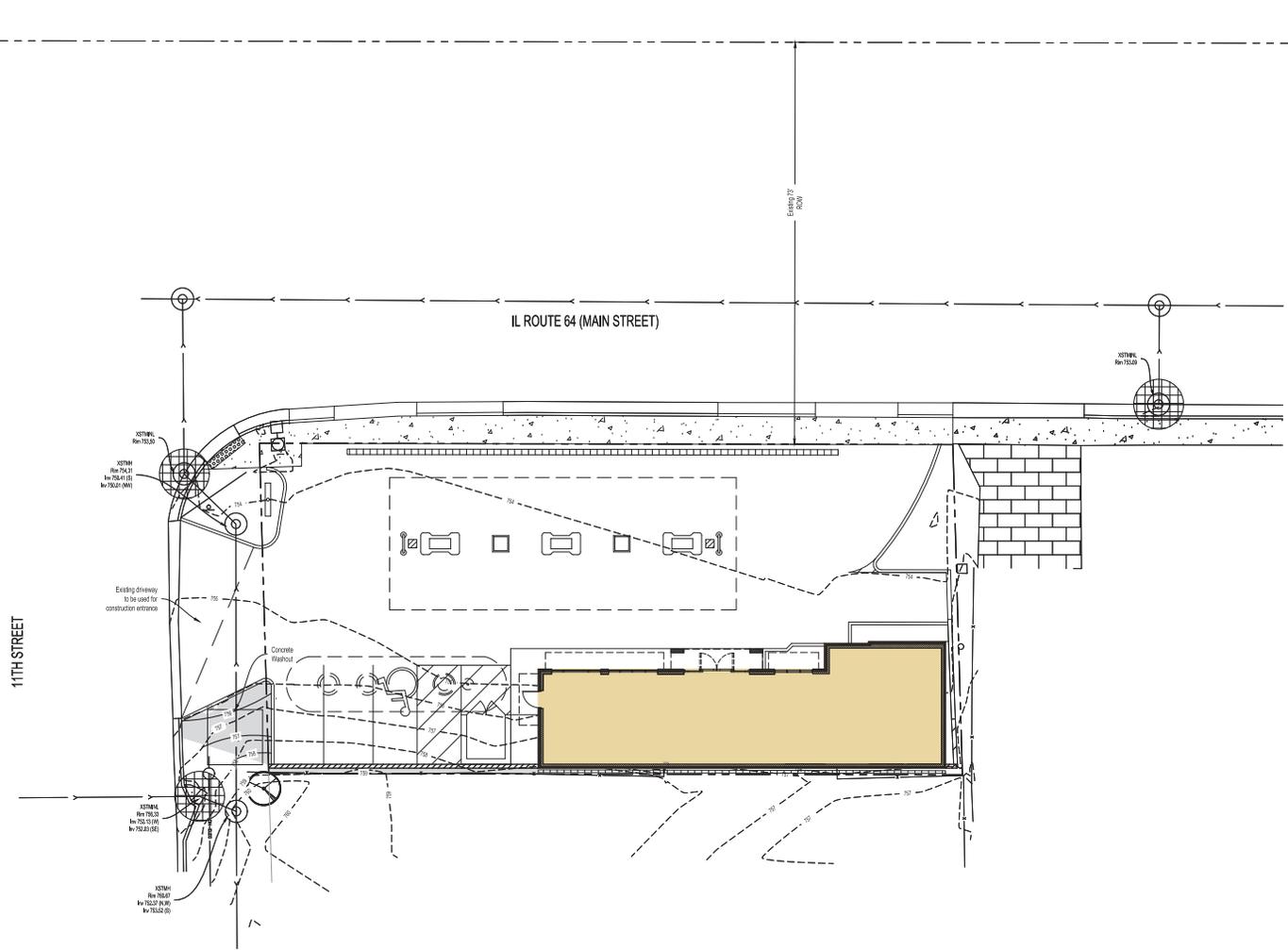
GAS STATION
 1023 W. MAIN STREET
 ST. CHARLES, ILLINOIS

Craig R. Knoche & Associates • Civil Engineers
 Surveyors • Land Planners
 24 24 Barnett Street • Geneva, IL 60146 • phone (630) 449-2370 • fax (630) 449-2372

DATE: 5/6/21
 FILE: 21-006 C20
 JOB NO: 21-006

C2.1
 SHEET NO.

ST. CHARLES, ILLINOIS
 GAS STATION



LEGEND

	Manhole
	Catch Basin
	Stormwater Structure

Transfer Elevation (CDS) Elevation Control Structure (E.C.S.) to use in all cases where the structure depth is greater than or equal to 400 (CDS).

**STORMWATER POLLUTION PREVENTION PLAN
CONTRACTOR CERTIFICATION**

STATE OF ILLINOIS
COUNTY OF KANE

IF YOU ARE THE CONTRACTOR FOR THIS PROJECT, YOU MUST SIGN AND DATE THIS CERTIFICATION AND RETURN IT TO THE PROJECT ENGINEER WITHIN 10 BUSINESS DAYS OF THE DATE OF COMPLETION OF THE PROJECT. THIS CERTIFICATION IS A REQUIREMENT OF THE ILLINOIS POLLUTION CONTROL ACT AND THE ILLINOIS POLLUTION CONTROL BOARD. FAILURE TO SIGN AND DATE THIS CERTIFICATION MAY BE CAUSE FOR THE PROJECT ENGINEER TO WITHDRAW FROM THE PROJECT.

CONTRACTOR SIGNATURE _____ COMPANY NAME _____
 TITLE _____ ADDRESS _____
 DATE _____ PHONE NUMBER _____

**STORMWATER POLLUTION PREVENTION PLAN
OWNER CERTIFICATION**

STATE OF ILLINOIS
COUNTY OF KANE

IF YOU ARE THE OWNER OF THIS PROJECT, YOU MUST SIGN AND DATE THIS CERTIFICATION AND RETURN IT TO THE PROJECT ENGINEER WITHIN 10 BUSINESS DAYS OF THE DATE OF COMPLETION OF THE PROJECT. THIS CERTIFICATION IS A REQUIREMENT OF THE ILLINOIS POLLUTION CONTROL ACT AND THE ILLINOIS POLLUTION CONTROL BOARD. FAILURE TO SIGN AND DATE THIS CERTIFICATION MAY BE CAUSE FOR THE PROJECT ENGINEER TO WITHDRAW FROM THE PROJECT.

OWNER SIGNATURE _____ COMPANY NAME _____
 TITLE _____ ADDRESS _____
 DATE _____ PHONE NUMBER _____

REVISIONS

NO.	DATE	DESCRIPTION
1	1/28/28	PER IDOT & VILLAGE COMMENTS

**STORMWATER POLLUTION
PREVENTION PLAN**

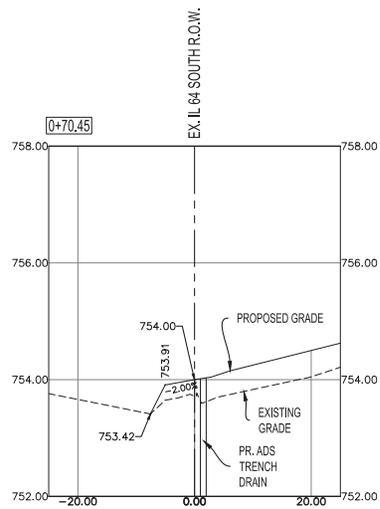
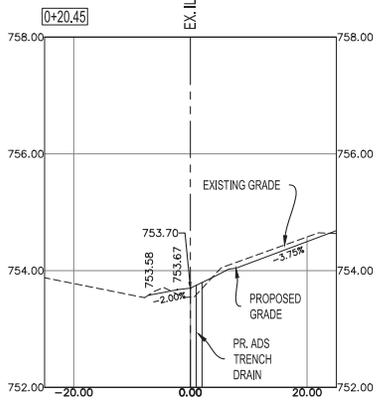
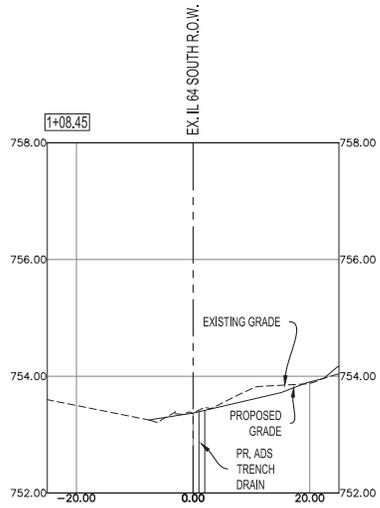
GAS STATION
1023 W. MAIN STREET
ST. CHARLES, ILLINOIS

DATE: 5/6/21
 FILE: 21-006 C20
 JOB NO: 21-006

Craig Z. Knoche & Associates • Civil Engineers
Civil Engineers, P.C. • Surveyors
 24 N. Bennett Street • Geneva, IL 60134 • Phone (815) 842-2222 • Fax (815) 842-2222

DATE: 5/6/21
 FILE: 21-006 C20
 JOB NO: 21-006
C2.2
 SHEET NO.

ST. CHARLES, ILLINOIS



REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

IL ROUTE 64
CROSS SECTIONS

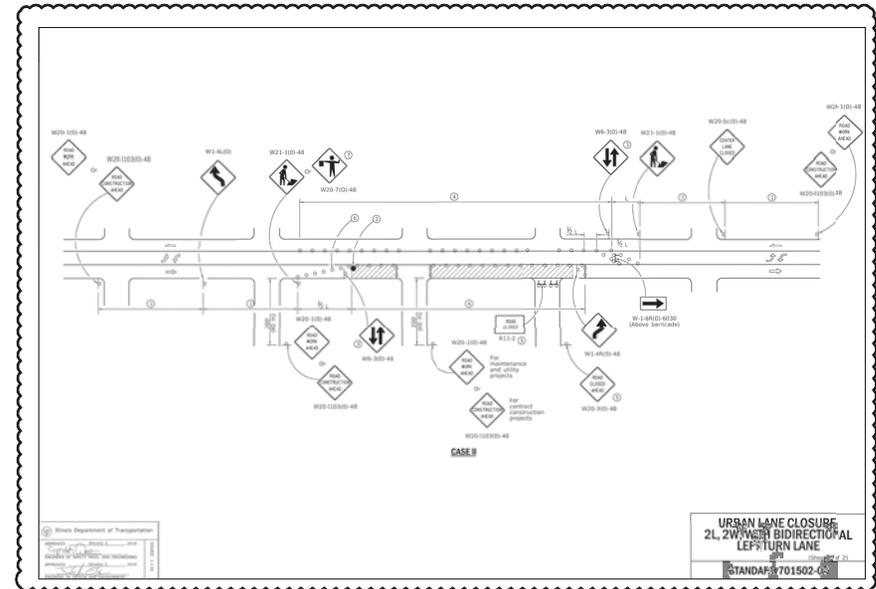
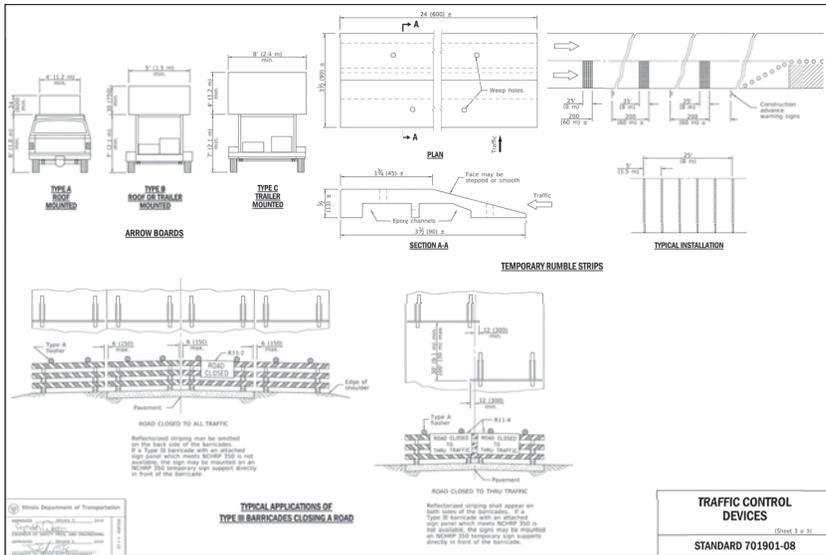
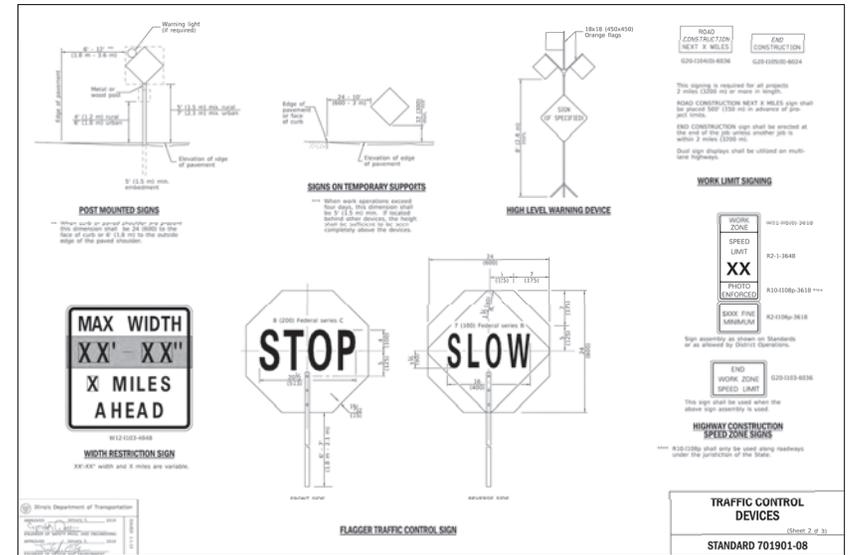
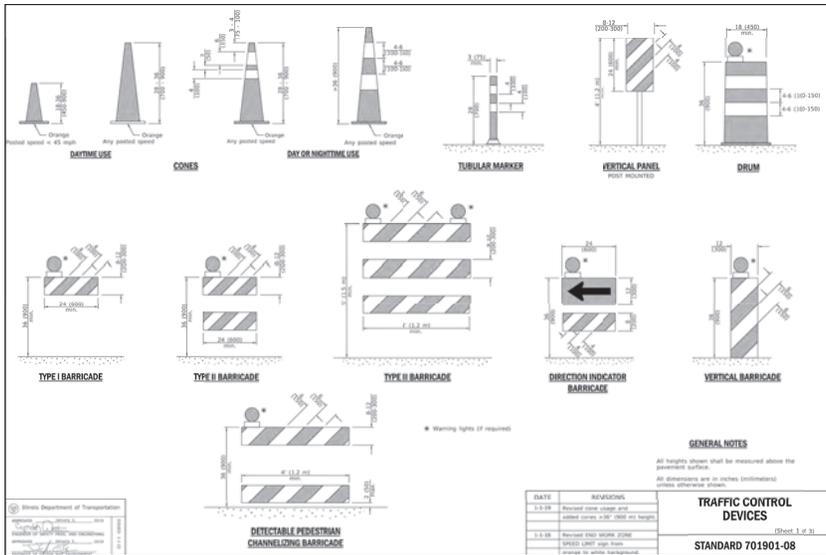
GAS STATION
1023 W. MAIN STREET
ST. CHARLES, ILLINOIS

VERTICAL SCALE = 1"=1'
HORIZONTAL SCALE = 1"=10'

Craig R. Knoche & Associates • Civil Engineers
Civil Engineers, P.C. • Surveyors • Land Planners
 24 N. Bennett Street • Geneva, IL 60134 • phone (630) 469-2270 • fax (630) 469-2272

DATE: 1/26/22
 FILE: 21-006 C20
 JOB NO: 21-006

SHEET NO. C2.4



REVISIONS	
NO.	DESCRIPTION
1	1/28/22 PER IDOT & VILLAGE COMMENTS

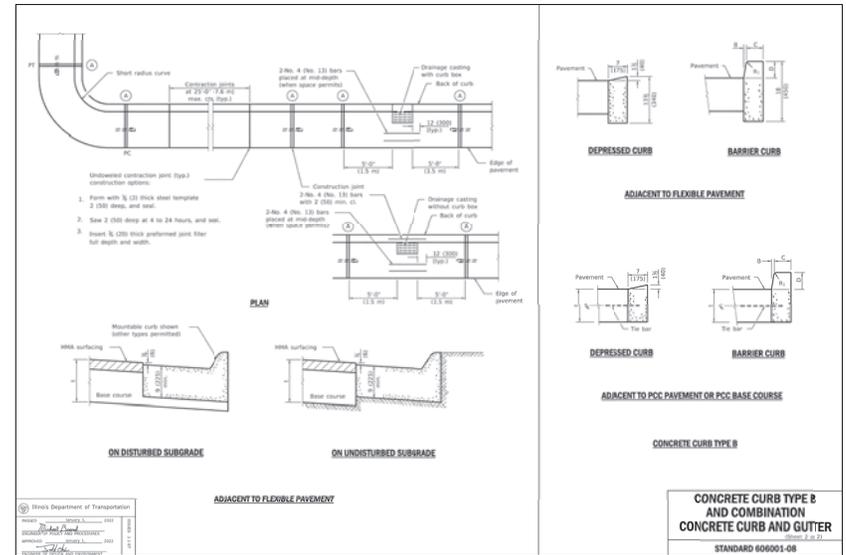
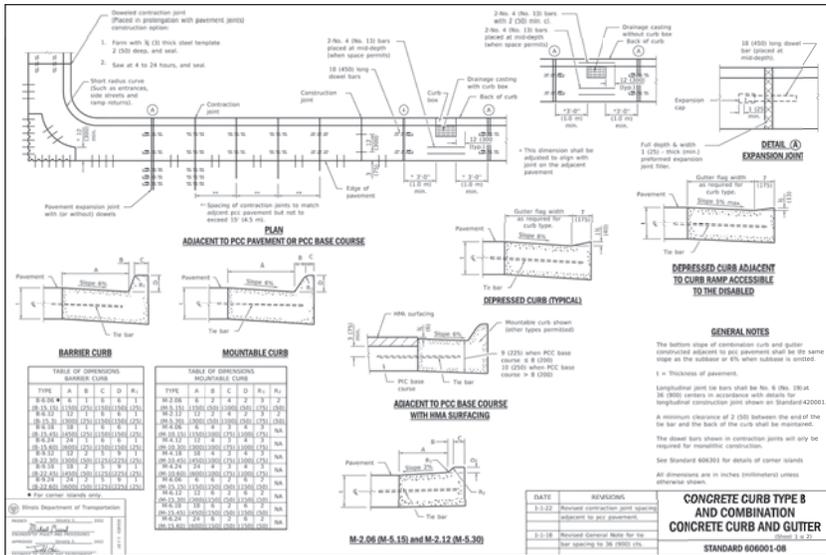
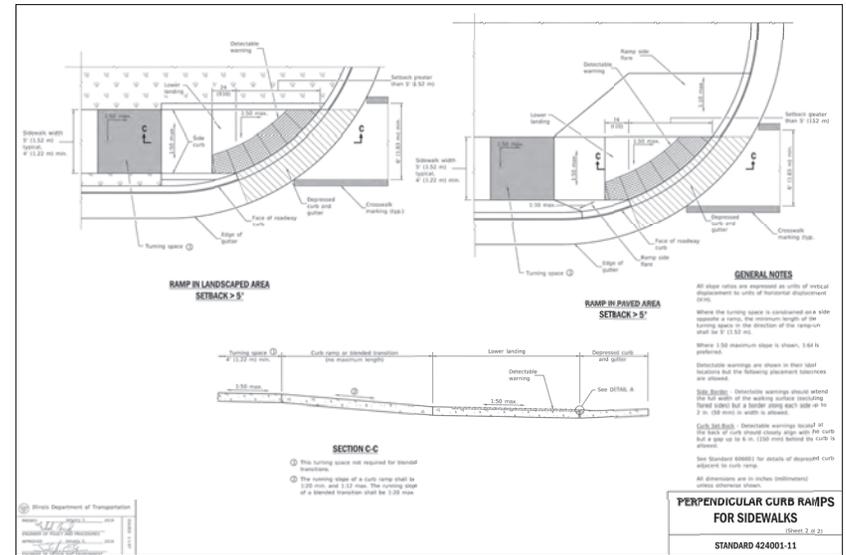
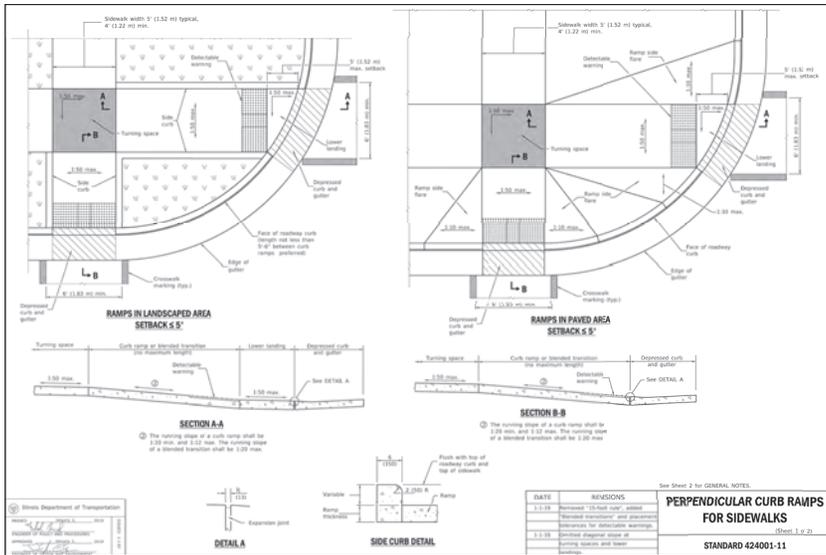
IDOT DETAILS

GAS STATION
1023 W. MAIN STREET
ST. CHARLES, ILLINOIS

Craig R. Knoche & Associates
Civil Engineers
Land Planners

DATE: 5/6/21
FILE: 21-006 C70
JOB NO.: 21-006
SHEET NO.: C7.3

ST. CHARLES, ILLINOIS



REVISIONS					
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

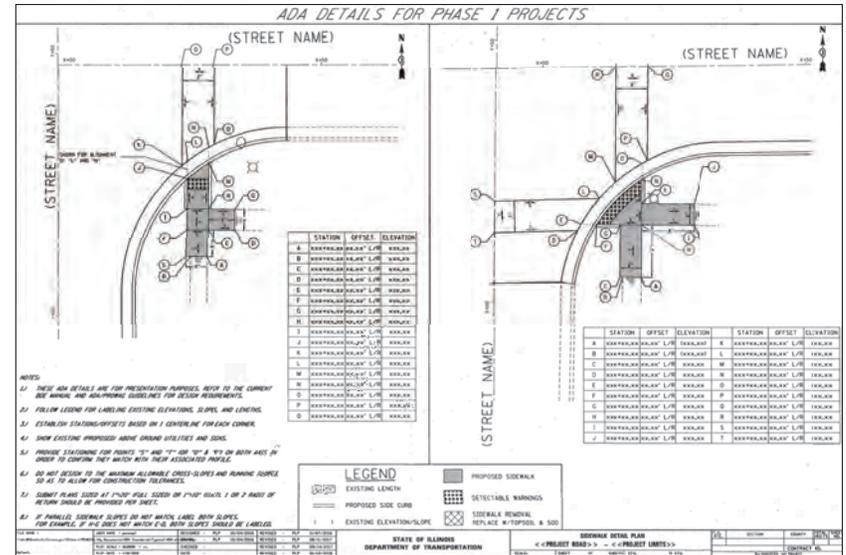
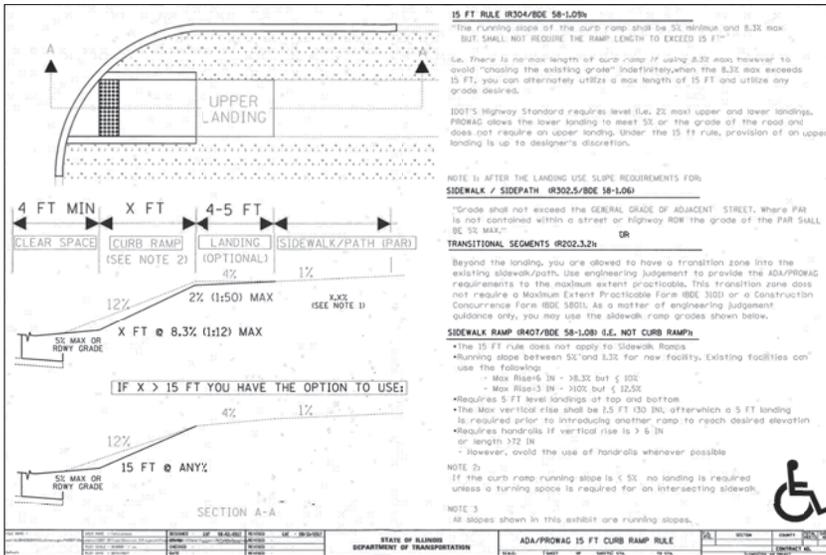
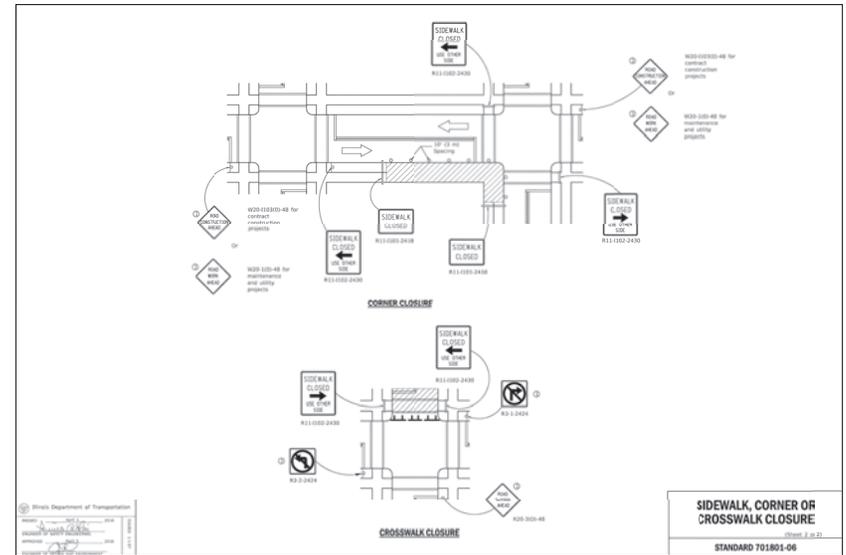
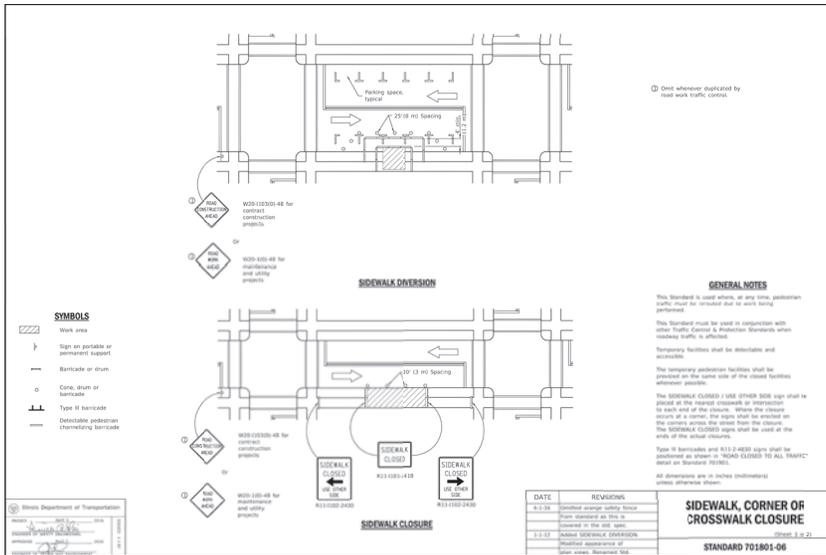
IDOT DETAILS

GAS STATION
1023 W. MAIN STREET
ST. CHARLES, ILLINOIS

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

DATE: 1/26/22
FILES: 21-006 C70
JOB NO: 21-006
SHEET NO: C7.4

ST. CHARLES, ILLINOIS
GAS STATION



REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

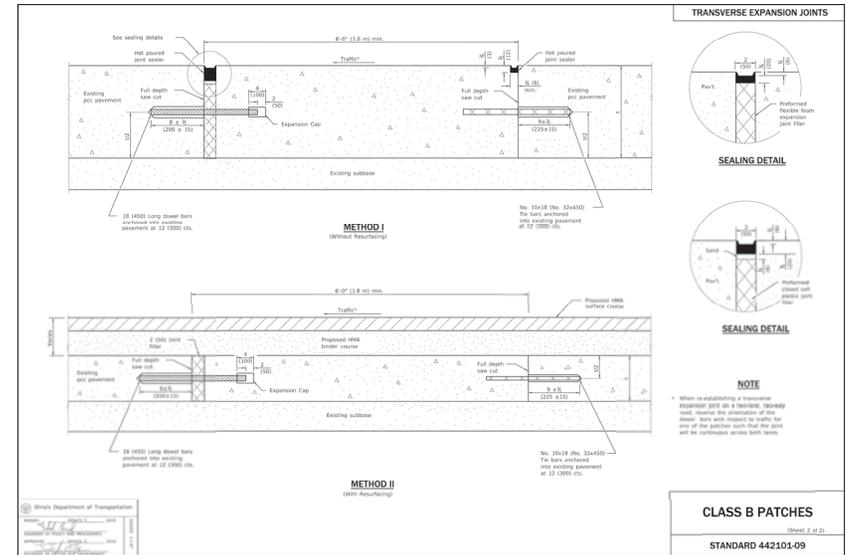
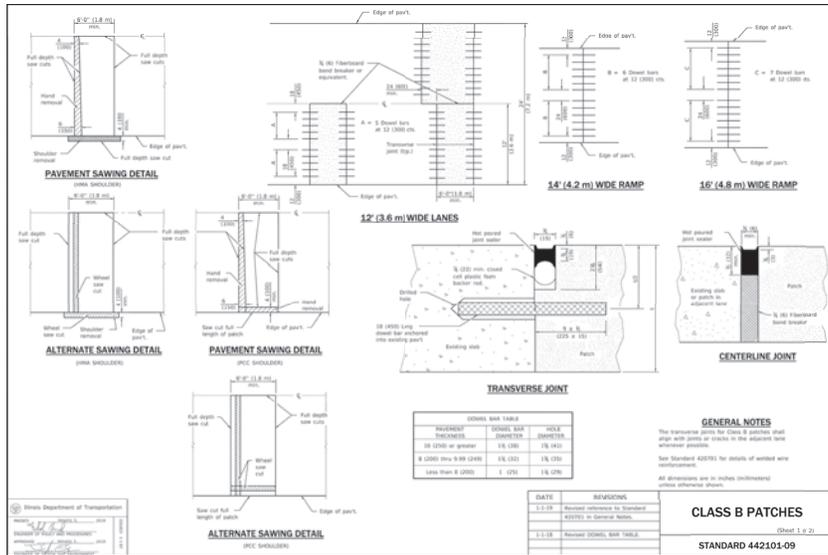
IDOT DETAILS

GAS STATION
1023 W. MAIN STREET
ST. CHARLES, ILLINOIS

Craig R. Knoche & Associates
Civil Engineers
24 N. Barnett Street • Geneva, IL 60146 • phone (630) 449-9770 • fax (630) 449-9779

DATE 1/26/22
FILES 21-006 C70
JOB NO. 21-006
SHEET NO. C7.5

ST. CHARLES, ILLINOIS



REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

IDOT
DETAILS

GAS STATION
1023 W. MAIN STREET
ST. CHARLES, ILLINOIS

Craig R. Knoche & Associates - Civil Engineers
Civil Engineers, P.C. - Land Surveyors
 24 N. Bennett Street • Geneva, IL 60134 • phone (815) 449-2270 • fax (815) 449-2272

DATE	1/26/22
FILE	21-006 C70
JOB NO.	21-006

C7.6
SHEET NO.

#	DATE	INT	DESCRIPTION
1	10.03.2022	WRT	REVISED PER CITY COMMENTS
2	04.08.2022	WRT	REVISED PER CITY COMMENTS

**PROPOSED
PHOTOMETRIC
PLAN**

KE0513211

05.14.2021

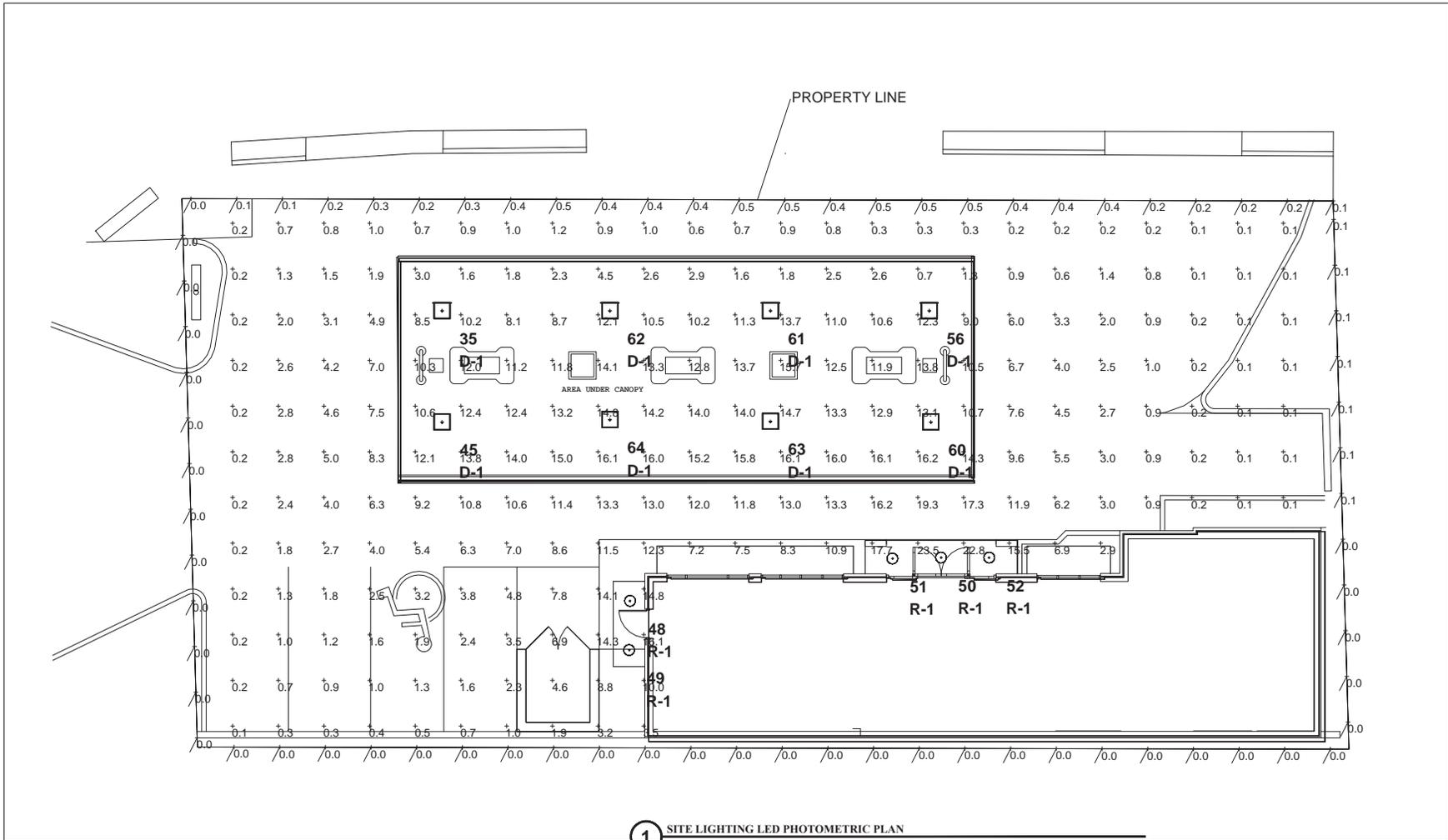
NA

W.TOKKESDAL

C.D.HEANER

SL2.0

REV # 2



1 SITE LIGHTING LED PHOTOMETRIC PLAN
SCALE: 3/16" = 1'-0"

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min # Pts
ALL CALC PONTS	Illuminance	Fc	6.02	23.5	0.1	60.20 228
Property Line	Illuminance	Fc	0.12	0.5	0.0	N.A. 75
AREA UNDER CANOPY	Illuminance	Fc	10.71	16.2	0.7	15.30 65

Luminaire Schedule						
Symbol	Qty	Label	Arrangement	LLF	Description	Lum. Watts Lum. Lumens BUG Rating
☐	8	D-1	SINGLE	0.90	Canopy LED Canopy Fixture LSI CRUS-AC-SLW-40HS- Field Install Custom Side Shield on Roadway side of each Fixture	38 5009 B1-U0-G1
○	5	R-1	SINGLE	0.90	Recessed Downlight - Supplied by Others	21.5 2061 B1-U1-G0

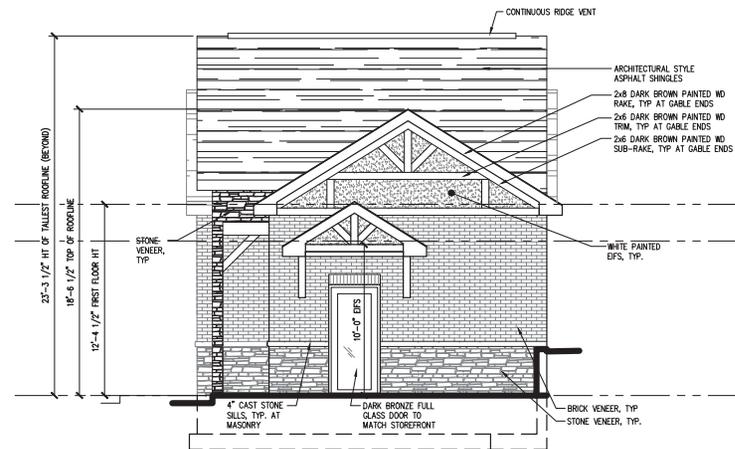
- NOTES:**
- 1) CALCULATION POINTS ON PROPERTY LINE ARE MODELED AT 3.5' ABOVE GRADE
 - 2) CALCULATION POINTS INSIDE PROPERTY LINE MODELED AT GRADE LEVEL
 - 3) LIGHT FIXTURES MODELED UNDER CANOPY REQUIRE A CUSTOM MADE HOUSE SIDE SHIELD TO MEET LIGHT SPILL CODE REQUIREMENT OF 0.5FC OR LESS AT PROPERTY LINE



BASED ON THE INFORMATION PROVIDED, ALL DIMENSIONS AND LUMINAIRE LOCATIONS SHOWN REPRESENT RECOMMENDED POSITIONS. THE ENGINEER AND/OR ARCHITECT DOES NOT GUARANTEE ACCURACY OF THE LAYOUT OR FINISHED FIELD CONDITIONS.

THE LIGHTING PATTERNS REPRESENTATIVE ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER THE CONTROLLED CONDITIONS OF TESTING CURRENT INDUSTRY STANDARD LAMP SETTINGS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, QUALITY OF WIRING, AND OTHER UNEXPECTED FIELD CONDITIONS.

FOR ADDITIONAL LIGHTING INFORMATION CONTACT:
On-Site Lighting & Survey, LLC
BY: [Signature]



2 RIGHT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



1 FRONT ELEVATION
SCALE: 1/8" = 1'-0"

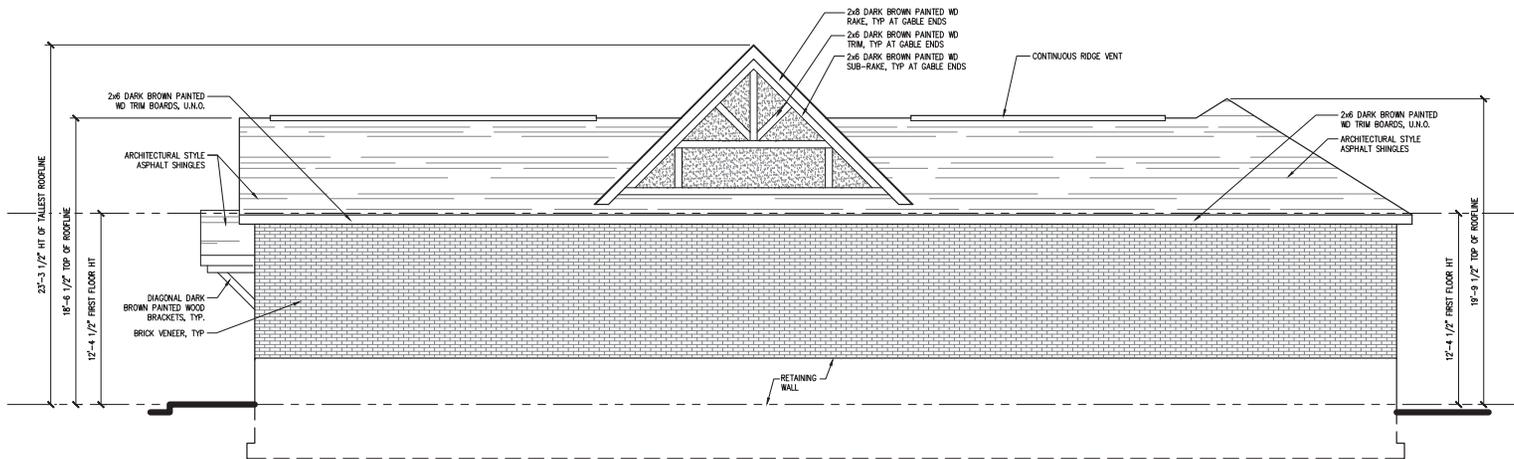

 24 N BENNETT ST.
 GENEVA, IL 60134
 PHONE 630 608 0500
 FAX 630 839 8875
 PROFESSIONAL DESIGN FIRM
 NO. 184 005766

Preliminary Site Plan
Gas Station
 1023 W. Main Street
 St. Charles, IL 60174

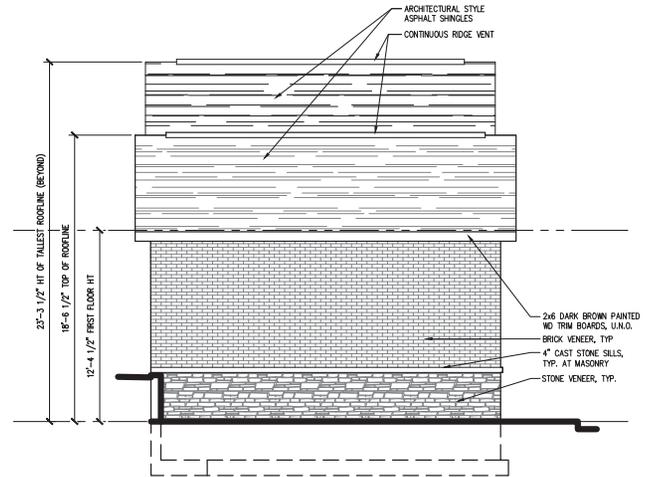
REVISIONS	DRAWN BY:	DATE:
	SBD/ERC	05-14-2021
		REV 1: 11-02-2021
		REV 2: 01-26-2022
		REV 3:
		REV 4:

Exterior Elevs
 SHEET
 A-3

IF PRINTED TO SCALE, BOTH THESE BARS WILL MEASURE 1" [1][2][3][4][5][6][7][8] [1][2][3][4][5][6][7][8][9][10]



1 REAR ELEVATION
SCALE: 1/8" = 1'-0"



2 LEFT SIDE ELEVATION
SCALE: 1/8" = 1'-0"

24 N BENNETT ST.
GENEVA, IL 60134
PHONE 630 608 0500
FAX 630 839 8875

ECA
ARCHITECTS
AND
PLANNERS

PROFESSIONAL DESIGN FIRM
NO. 184 005766

Preliminary Site Plan

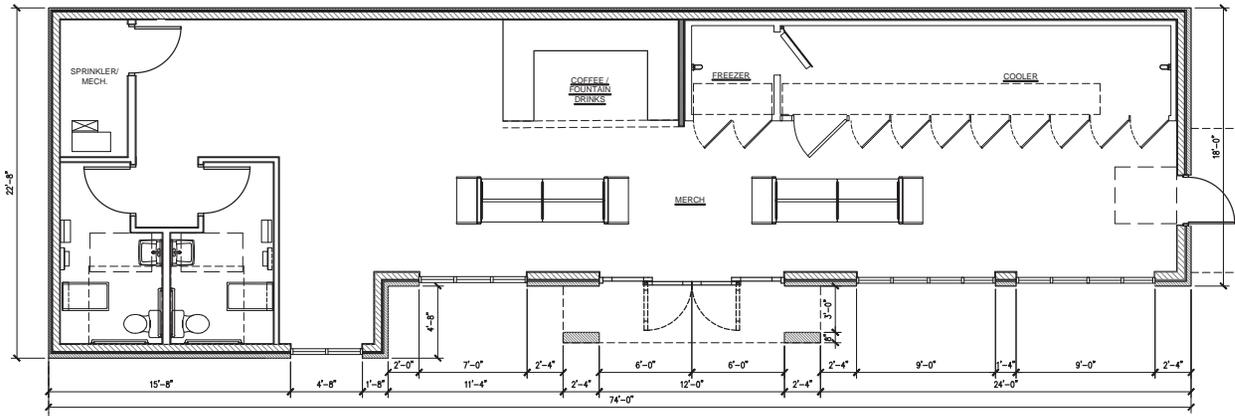
Gas Station

1023 W. Main Street
St. Charles, IL 60174

REVISIONS	DRAWN BY: SBD/ERC
DATE: 05-14-2021	
REV 1: 11-02-2021	
REV 2: 01-26-2022	
REV 3:	
REV 4:	

Exterior Elevs
SHEET
A-4

IF PRINTED TO SCALE, BOTH THESE BARS WILL MEASURE 1" [1][2][3][4][5][6][7][8] [1][2][3][4][5][6][7][8][9][0]



1 FIRST LEVEL PLAN
 SCALE: 1/8" = 1'-0"
 GAS STATION


 24 N BENNETT ST.
 GENEVA, IL 60134
 PHONE 630 608 0500
 FAX 630 839 8875
 PROFESSIONAL DESIGN FIRM
 NO. 184 005766

Preliminary Site Plan
Gas Station
 1023 W. Main Street
 St. Charles, IL 60174

REVISIONS	DRAWN BY: SBD/ERC
DATE: 05-14-2021	
REV 1: 11-02-2021	
REV 2: 01-26-2022	
REV 3:	
REV 4:	

Floor Plans
 SHEET
 A-5

IF PRINTED TO SCALE, BOTH THESE BARS WILL MEASURE 1" 1 2 3 4 5 6 7 8 9 10



1 REVISED RENDERED ELEVATION
SCALE: NTS

 <p>ECA ARCHITECTS AND PLANNERS</p>	<p>24 N BENNETT ST. GENEVA, IL 60134 PHONE 630 608 0500 FAX 630 839 8875</p> <hr/> <p>PROFESSIONAL DESIGN FIRM NO. 184 005766</p>												
<p>Preliminary Site Plan</p> <h1 style="margin: 0;">Gas Station</h1> <p>1023 W. Main Street St. Charles, IL 60174</p>													
<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%;"> </td><td style="width: 15%;">DRAWN BY: SBD/ERC</td></tr> <tr><td> </td><td>DATE: 05-14-2021</td></tr> <tr><td> </td><td>REV 1: 11-02-2021</td></tr> <tr><td> </td><td>REV 2: 01-26-2022</td></tr> <tr><td> </td><td>REV 3: </td></tr> <tr><td> </td><td>REV 4: </td></tr> </table>		DRAWN BY: SBD/ERC		DATE: 05-14-2021		REV 1: 11-02-2021		REV 2: 01-26-2022		REV 3:		REV 4:	<p>IF PRINTED TO SCALE, BOTH THESE BARS WILL MEASURE 1" 1 1 2 3 4 5 6 7 8 9 10</p>
	DRAWN BY: SBD/ERC												
	DATE: 05-14-2021												
	REV 1: 11-02-2021												
	REV 2: 01-26-2022												
	REV 3:												
	REV 4:												
<p>RENDER</p>													
<p>SHEET</p>													
<p>A-1</p>													



1 REVISED RENDERED ELEVATION W/ CANOPY
SCALE: NTS

24 N BENNETT ST.
GENEVA, IL 60134
PHONE 630 608 0500
FAX 630 839 8875



PROFESSIONAL DESIGN FIRM
NO. 184 005766

Preliminary Site Plan
Gas Station
1023 W. Main Street
St. Charles, IL 60174

REVISIONS	DRAWN BY:	DATE:
	SBD/ERC	05-14-2021
		11-02-2021
		01-26-2022

RENDER
SHEET
A-2

IF PRINTED TO SCALE, BOTH THESE BARS WILL MEASURE 1" [1][2][3][4][5][6][7][8] [1][2][3][4][5][6][7][8][9][0]

EXHIBIT "E"

PUD DEVIATIONS

Ch. 17.14 Business & Mixed Use Districts	
Permitted Uses 17.14.020, Table 17.14-1 – BL District	Gas Station shall be a permitted use on the subject property
Minimum Interior Side Yard (Building) 17.14.030, Table 17.14-2 – BL District	1 ft. (from south property line)
Minimum Rear Yard (Building) 17.14.030, Table 17.14-2 – BL District	2 ft. (from east property line)
Minimum Front Yard (Paving) 17.14.030, Table 17.14-2 – BL District	0 ft. (from west property line)
Minimum Exterior Side Yard (Paving) 17.14.030, Table 17.14-2 – BL District	0 ft. (from north property line)
Landscape Buffer Yard 17.14.030, Table 17.14-2 – BL District	0 ft.
Ch. 17.22 General Provisions	
Refuse Enclosure Setback 17.22.030, Table 17.22-3	1 ft. (from south property line)
Ch. 17.20 Use Standards	
Fuel Pump Setback 17.20.030.I (Gas Stations)	16 ft. (from north property line)
Canopy Setback 17.20.030.I (Gas Stations)	6 ft. (from north property line)
Ch. 17.26 Landscaping & Screening	
Overall Landscape Percentage 17.26.060	4% (including landscape planters)
Public Street Frontage Landscaping 17.26.090.C	1 tree along Main St. frontage; 0 trees along 11 th St. frontage. Less than 75% of public street frontage, as depicted on the PUD Preliminary Plan
Parking Lot Screening 17.26.100.A	Less than 50% of paved area screened to a height of 30", as depicted on the PUD Preliminary Plan.
Building Foundation Landscaping 17.26.080.C	Less than 50% of wall facing Main St. and less than 50% of total building walls; landscape beds along wall facing Main St. less than 5 ft. wide; plantings as depicted on the PUD Preliminary Plan
Sign Landscaping 17.26.110	Less than 3 ft. of landscaping provided around freestanding sign, as depicted on the PUD Preliminary Plan
Ch. 17.28 Signs	
Table 17.28-2 Permitted Signs for BL, BC & BR Districts – ROW Setback	6" setback from west property line; 7 ft. setback from north property line
Ch. 17.22 General Provisions	
Site Triangle 17.22.010.F	Sign located within 20 ft. site triangle. Bottom of sign to be 5 ft. above grade.

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

Certificate

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

I further certify that on **April 18, 2022** the Corporate Authorities of such municipality passed and approved Ordinance No. **2022-Z-8** entitled:

An Ordinance Granting Approval of a Map Amendment, Special Use for Planned Unit Development and PUD Preliminary Plan for 1023 W. Main St. Redevelopment

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

The pamphlet form of Ordinance No 2022-Z-8, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on **April 25, 2022**, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

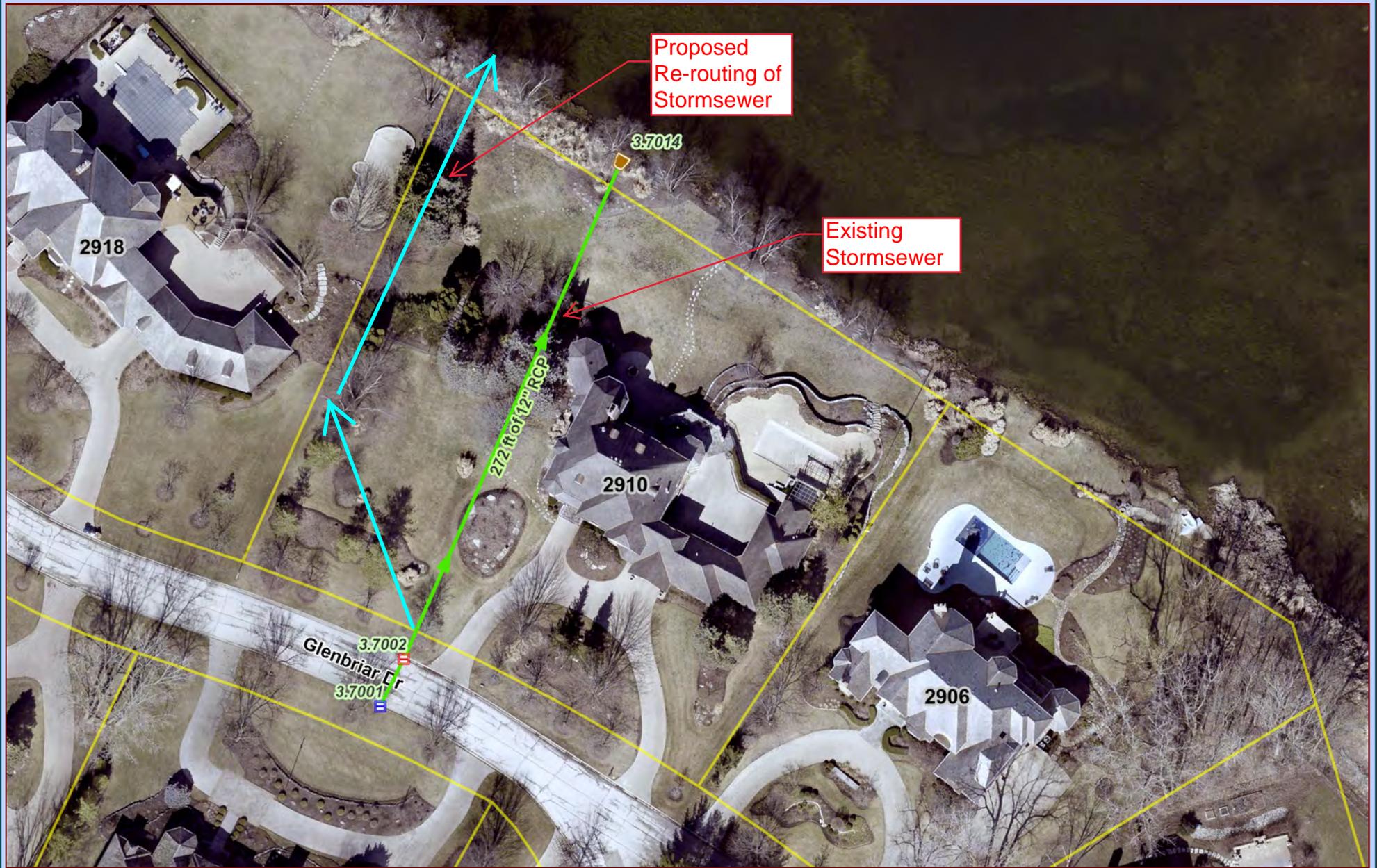
DATED at St. Charles, Illinois, this **18th** day of **April 2022**.


Municipal Clerk

(S E A L)



 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4c
	Title:	Recommendation to approve a Plat of Easement Vacation and Plat of Easement Grant for 2910 Glenbriar Dr.	
Presenter:	Ellen Johnson		
Meeting: Planning & Development Committee		Date: September 11, 2023	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>Plats of Easement have been submitted for 2910 Glenbriar Dr. to accommodate a proposed building addition to the existing home.</p> <p>Currently, two adjacent 10' Public Utility & Drainage Easements bisect the subject property, west of the existing house. A 12" public stormsewer runs through the easement, discharging into the detention area behind the property.</p> <p>Jeff Johnson of JRJ Builders, representing the property owner, is proposing to relocate the stormsewer further west on the property to accommodate the home addition. A Plat of Easement Vacation has been prepared which vacates the existing Public Utility & Drainage Easement. A new PUDE is proposed via a Plat of Easement Grant in the location of the relocated stormsewer.</p> <p>Engineering plans have been prepared and reviewed by Staff. The stormsewer will be relocated at the property owner's expense. Staff recommends approval.</p>			
Attachments (please list):			
Plats of Easement, Engineering Plans			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve a Plat of Easement Vacation and Plat of Easement Grant for 2910 Glenbriar Dr.			



Data Source:
 City of St. Charles, Illinois
 Kane County, Illinois
 DuPage County, Illinois
 Projection: Transverse Mercator
 Coordinate System: Illinois State Plane East
 North American Datum 1983
 Printed on: September 8, 2023 09:03 AM



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 Prepared by Precision GIS

Plat of Easement Grant

Parent Parcel:

Lot 61 and the Easterly 87 feet of Lot 62 as marked parallel with and perpendicular to the Easterly line thereof, in Woods Fox Glen Unit Two, being a subdivision in the Southwest Quarter of Section 14, Township 40 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded February 2, 1990 as document No. 90K06095, in the City of St. Charles, Kane County, Illinois.

Description of Public Utility & Drainage Easement Hereby Granted:

That part of Lot 62 in Woods Fox Glen Unit Two, being a subdivision in the Southwest Quarter of Section 14, Township 40 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded February 2, 1990 as document No. 90K06095, in the City of St. Charles, in Kane County, Illinois, described as follows:

Beginning at the Southeasterly corner of said Lot 62, also being a point on the Northerly Right-of-Way line of Glenbriar Drive along a curve to the right, having a radius of 1030.0 feet with a chord which bears North 66 Degrees 57 Minutes 08 Seconds West, 30.69 feet; thence North 26 Degrees 16 Minutes 55 Seconds West, 60.30 feet to the easterly line of an existing public utility and drainage easement per Document No. 97K064359, said easterly line being 10 feet easterly of the Easterly 87 feet of said Lot 62; thence North 23 Degrees 54 Minutes 05 Seconds East along said line of existing easement, 26.04 feet; thence South 26 Degrees 16 Minutes 55 Seconds East, 100.25 feet to the Point of Beginning.

Owner's Certificate:

State of Illinois }
County of Kane } ss

This is to certify that Neil D. Lauer and Antonia Irene Lauer are the owners of the land described hereon, and has caused the same to be platted as indicated hereon, for the uses and purposes therein set forth and hereby grants an easement for public utility and drainage easement to the City of St. Charles as shown hereon.

Dated this _____th day of _____, 2023.

By: _____
Neil D. Lauer (Owner) Antonia Irene Lauer (Owner)

Notary Public:

State of Illinois }
County of Kane } ss

I, _____ a notary public in and for the County and State aforesaid, do hereby certify that Neil D. Lauer and Antonia Irene Lauer who, are personally known to me to be the same whose names are subscribed to the foregoing certificate, appeared before me this day in persons and acknowledged that they did sign and deliver this instrument as a free and voluntary act for the uses and purposes herein set forth.

Given under my hand and notarial seal this _____th day of _____, A.D., 2023.

Notary Public

My commission expires _____

City Council Certificate:

Approved and accepted this _____th day of _____, A.D., 2023.

Dated this _____th day of _____, 2023.

City Council of City of St. Charles, Illinois.

Mayor

Attest: _____
City Clerk

Surveyor's Certificate:

State of Illinois }
County of Kane } ss

I, Shawn R. VanKampen, Illinois Professional Land Surveyor No. 2170, do hereby certify that the plat hereon drawn was prepared under my direction for the purpose of granting to the City of St. Charles, a permanent easement for public utility and drainage easement purposes and that the plat hereon drawn is a correct representation of said easement.

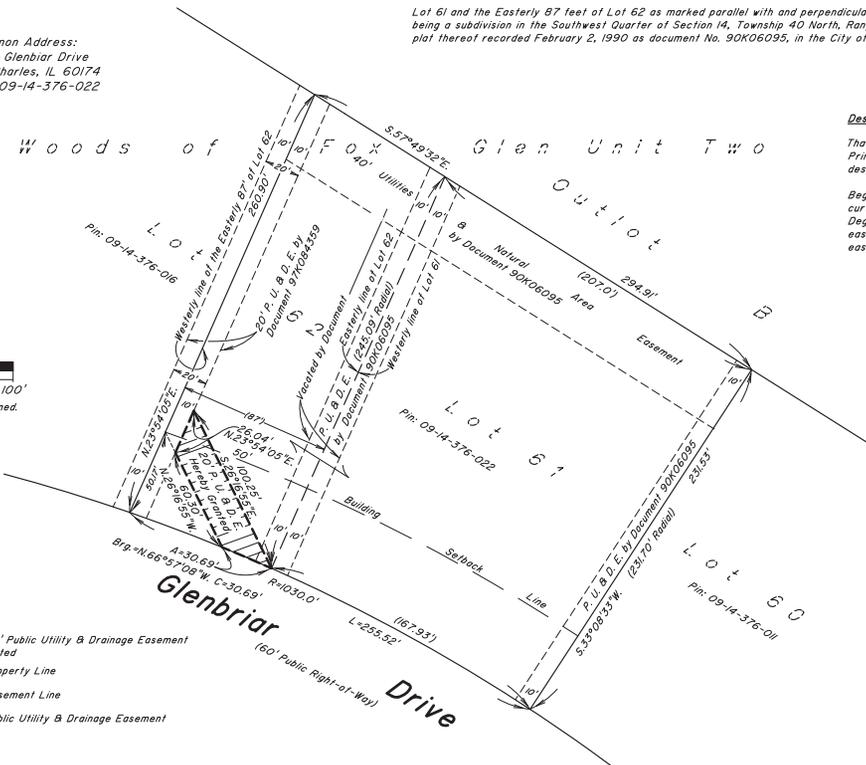
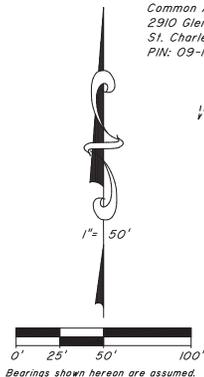
Date at Batavia, Illinois, this _____th day of July, 2023.

Preliminary

Shawn R. VanKampen
Illinois Professional Land Surveyor No. 2170
License expiration date: November 30, 2024



Common Address:
2910 Glenbriar Drive
St. Charles, IL 60174
PIN: 09-14-376-022



Legend

- Indicates 20' Public Utility & Drainage Easement Hereby Granted
- Indicates Property Line
- Indicates Easement Line
- Indicates Public Utility & Drainage Easement

Public Utility and Drainage Easement Provisions:

A permanent non-exclusive easement is hereby granted to the City of St. Charles and to all public utility companies of any kind operating under franchise granting them easement rights from said City of St. Charles, including but not limited to, Ameritech and Nicor and to their successors and assigns (herein collectively referred to as "grantees"), in, upon, across, over, under, and through the areas shown by dashed lines and labeled "public utility and drainage easement" on the Plat of Subdivision hereon drawn for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, and maintaining above ground and underground electrical systems, cable television, communication, gas, telephone or other utility lines or appurtenances, sanitary and storm sewers, drainage ways, storm water detention and retention, water mains and any and all manholes, hydrants, pipes, connections, catch basins, and without limitation, such other installations as may be required to furnish public utility service to adjacent areas together with the right of access across the real estate platted herein for the necessary personnel and equipment to make any or all of the above work. The permanent non-exclusive easement is hereby reserved for and granted to the City of St. Charles and the respective successors and assigns for maintaining the uninterrupted and unimpeded conveyance, flow and runoff of surface storm water across and upon the areas designated on this plat as drainage easement, the right is hereby granted to said grantees to cut down, trim, or remove any trees, shrubs, or other plants that interfere with the drainage ways and operation of or access to said utility installations, without limitation, in, on, upon or across, under, or through said easements.

No permanent buildings, trees, gardens, shrubs, or berming shall be placed on or in said easements, but the easement areas may be used for paving, fences, sidewalks, and other purposes that do not interfere with the aforesaid uses and rights. Where an easement is used for storm or sanitary sewers, other utility installations shall be subject to the prior approval of said City of St. Charles so as not to interfere with the gravity flow in said sewer or sewers, utility installations, other than those managed by the City of St. Charles, shall be subject to the approval of the City of St. Charles, as to design and location, and all other installations are subject to the ordinances of the City of St. Charles.

Following any work to be performed by the grantees in the exercise of its easement rights granted herein, the grantees shall have no obligation with respect to surface restoration including, but not limited to, the restoration, repair, or replacement of any landscaping provided, however, the grantees shall be obligated following any such work, to backfill and mound so as to retain suitable drainage, remove debris, and leave the area in generally clean and workmanlike condition.

Mortgagee's Certificate:

State of Illinois }
County of Kane } ss

Approved and accepted by US Bank National Association, as Mortgagee.

Dated at _____ this _____th day of _____, 2023.

By: _____ Attest: _____

Notary Public:

State of Illinois }
County of Kane } ss

I, _____ a notary public in and for the County and State aforesaid, do hereby certify that Neil D. Lauer and Antonia Irene Lauer who, are personally known to me to be the same whose names are subscribed to the foregoing certificate, appeared before me this day in persons and acknowledged that they did sign and deliver this instrument as a free and voluntary act for the uses and purposes herein set forth.

Given under my hand and notarial seal this _____th day of _____, A.D., 2023.

Notary Public

My commission expires _____

Owner:

Neil D. Lauer and Antonia Irene Lauer
2910 Glenbriar Drive
St. Charles, IL 60174

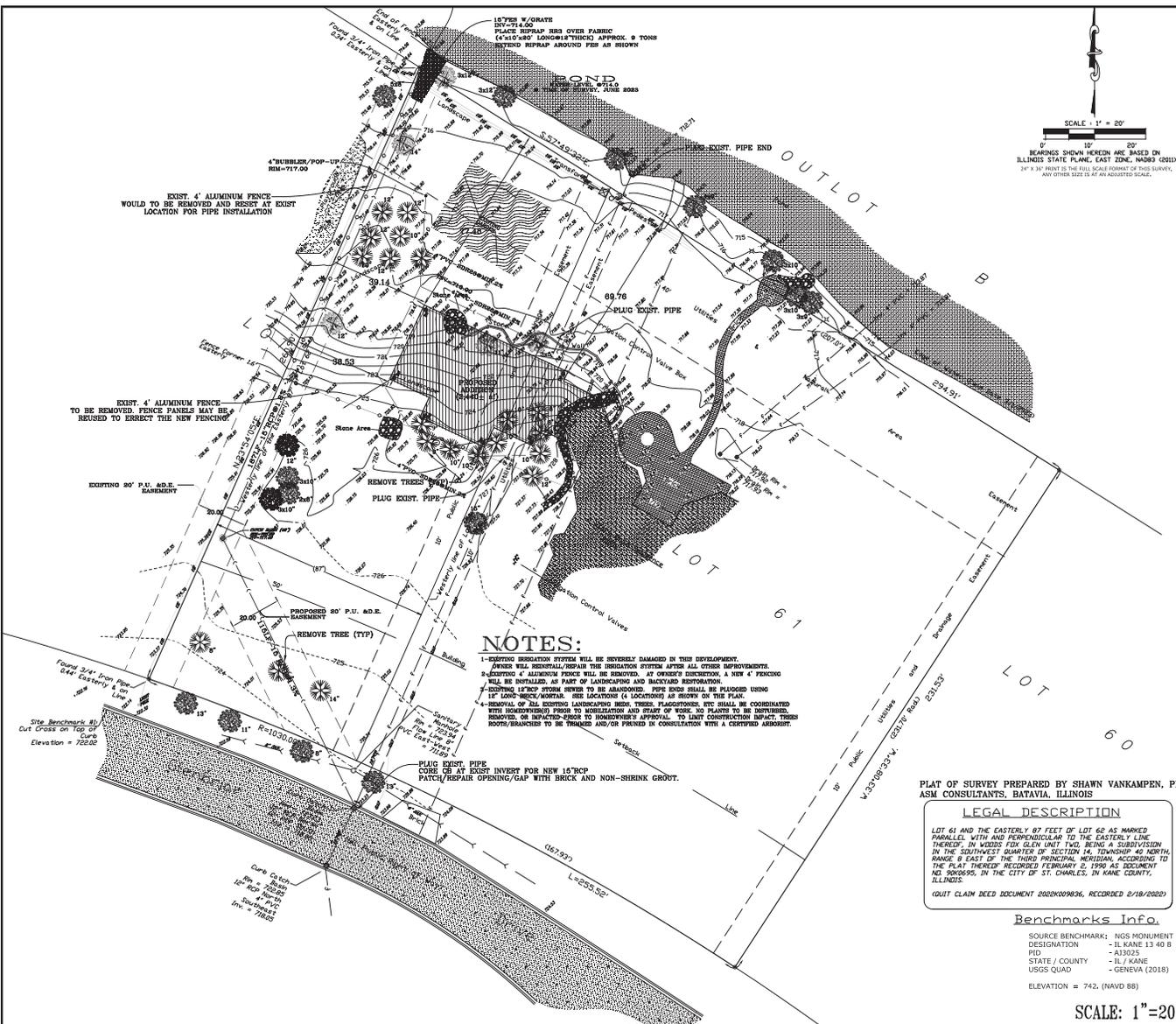


PREPARED BY:

ASM Consultants, Inc.
16 E Wilson St, Batavia IL 60510
(630) 879-0200 - advanced@advct.com
Professional Design Firm# 184-006014
Expires 4/30/2025
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PREPARED FOR:

County Engineers Inc.
0N406 Dooley Drive
Geneva, IL 60134



SCALE: 1" = 20'

0' 10' 20'

BEARINGS SHOWN HEREON ARE BASED ON ILLINOIS STATE PLANE, EAST ZONE, NAD83 (2011) 24" X 30" PRINT IS THE FULL SCALE CORNER OF THIS SURVEY. ANY OTHER SIZE IS AN ANNOTATED SCALE.

PLAT OF SURVEY PREPARED BY SHAWN VANKAMPEN, PLS
ASM CONSULTANTS, BATAVIA, ILLINOIS

LEGAL DESCRIPTION

LOT 61 AND THE EASTERLY 87 FEET OF LOT 62 AS MARKED PARALLEL WITH AND PERPENDICULAR TO THE EASTERLY LINE THEREOF, IN KINGS FOX GLEN UNIT TWO, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECEIVED FEBRUARY 2, 1996 AS DOCUMENT NO. 2080896, IN THE CITY OF ST. CHARLES, IN KANE COUNTY, ILLINOIS.

(GULF CLAIM DEED DOCUMENT 208089636, RECORDED 8/18/2022)

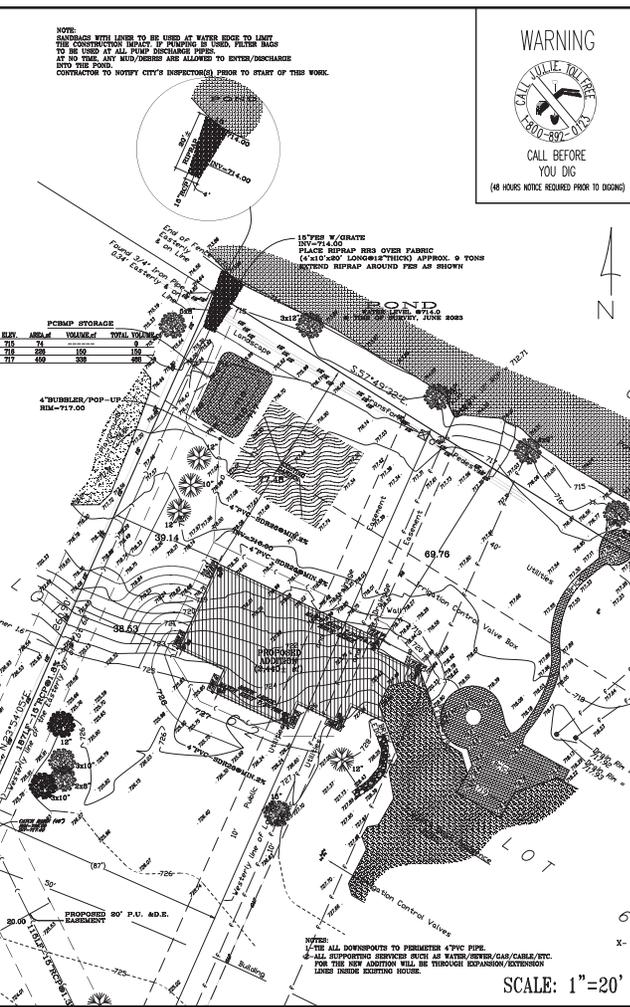
Benchmarks Info.

SOURCE BENCHMARK: NGS MONUMENT
DESIGNATION: IL KANE 13 40 8
PID: A13025
STATE/COUNTY: ILL./GENEVA (2018)
USGS QUAD: GENEVA (2018)
ELEVATION = 742. (NAVD 88)

SCALE: 1" = 20'

UNDERGROUND UTILITY NOTE:
The location of existing underground utilities, such as water mains, sewers, gas lines, etc., as shown on the plans, has been determined from the best available information and is given for the convenience of the Contractor. However, the Owner and the Engineer do not assume responsibility in the event that during construction, utilities other than those shown may be encountered, and that the actual location of those which are shown may be different from the location as shown on the plans.

HOLD HARMLESS STATEMENT
The Engineer is not overseeing the construction of this project. The use of these Drawings and Specifications by and Contractor, Subcontractor, Builders, Mechanic, Tradesmen or Worker shall constitute a Hold Harmless Agreement between the User and the Engineer. The User shall in fact agree to hold the Engineer harmless for any responsibility in regard to construction means, methods, techniques, sequences or procedures and for any safety precautions and programs in connection with the work and further shall hold the Engineer harmless for costs and problems arising from the negligence of Contractor, Subcontractor, Builders, Mechanic, Tradesmen or Workers. The use of these Drawings also implies that the Engineer shall take no responsibility for the plan User's failure to carry out the work in accordance with the Drawing and Specifications.



WARNING

CALL BEFORE YOU DIG
(48 HOURS NOTICE REQUIRED PRIOR TO DIGGING)

STATE OF ILLINOIS
COUNTY OF KANE (SS)

BRANDON JAMES
REGISTERED PROFESSIONAL ENGINEER
RENEWAL DATE: 11/30/23

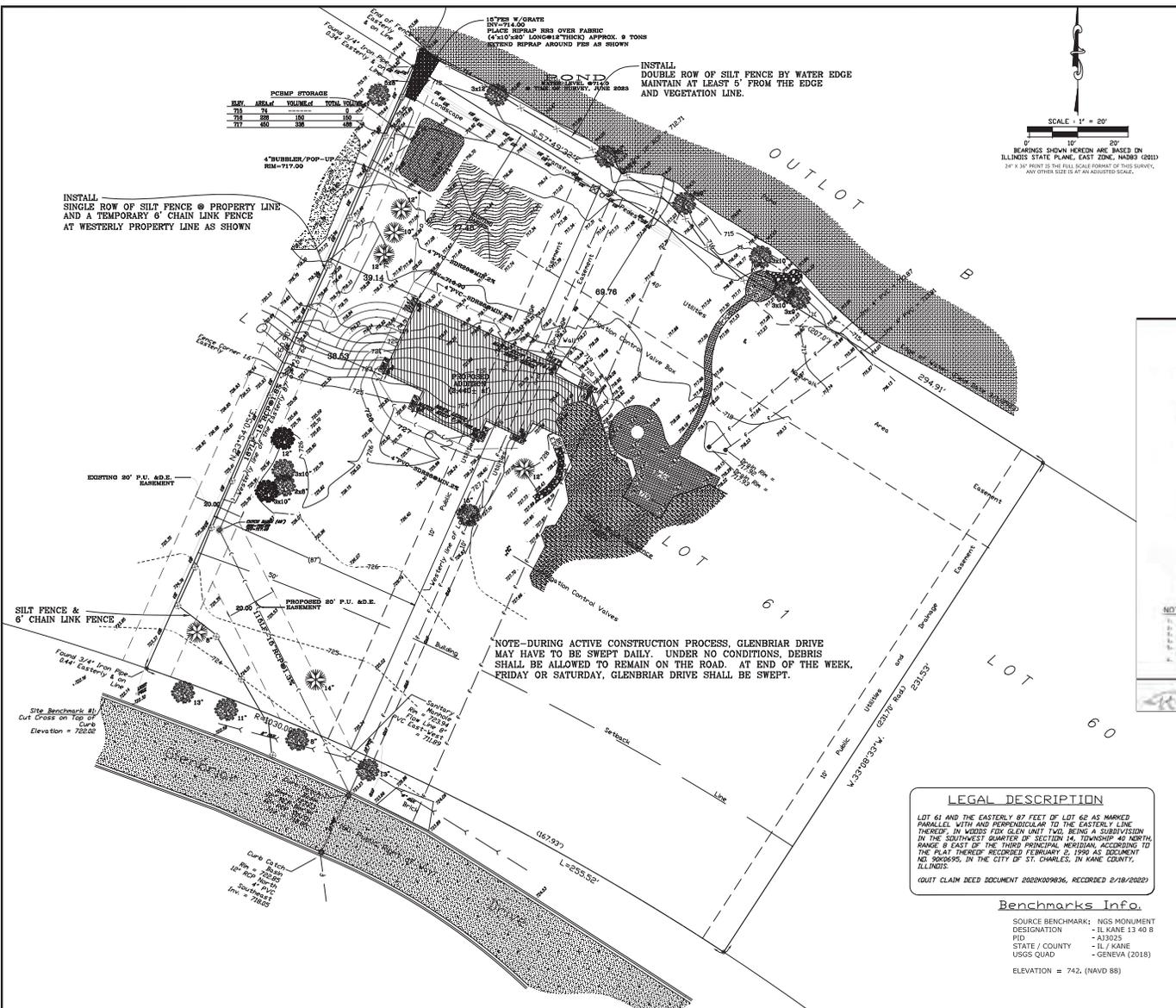
COUNTY ENGINEERS, INC.
2810 GLENBRIAR DRIVE
ST. CHARLES, ILLINOIS
Scale: AS SHOWN
602-384-8979

REVISION

1	8/23/23	CITY COMMENTS
2		
3		
4		

SITE/GRADING PLAN
SHEET 1 OF 2

JUNE 1, 2023



EROSION CONTROL NOTES

- SOIL EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE KANE COUNTY AND CITY OF ST. CHARLES STANDARDS AND GUIDELINES.
- USE WATER WITH TEMPORARY ENGINEERS AND OTHER SUITABLE METHODS TO LIMIT THE SPREAD OF DIRT AND DIRT. COMPLY WITH GOVERNING ENVIRONMENTAL PROTECTION REGULATIONS.
- STREETS ADJACENT TO THE SITE SHALL BE KEPT FREE OF DIRT, MUD, AND DEBRIS. GLENBRIAR DRIVE MAY NEED SWEEPING AT END OF EACH DAY.
- NO SEDIMENT SHALL BE ALLOWED TO ENTER THE EXISTING STORM SEWER SYSTEM AND POND.
- ALL STORM SEWER, CATCH BASINS, PUMPS AND/OR RETENTION BASINS ARE TO BE CLEANED AT THE END OF CONSTRUCTION OF THE PROJECT AND PRIOR TO FINAL ACCEPTANCE. CLEANING MAY ALSO BE REQUIRED DURING THE COURSE OF THE CONSTRUCTION, IF IT IS DETERMINED THAT THE SILT AND DEBRIS TRAP ARE NOT PROPERLY FUNCTIONING.

STABILIZATION TYPE	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEP.	OCT.	NOV.	DEC.
PERMANENT SEEDING												
DORMANT SEEDING												
TEMPORARY SEEDING												
SOILING												
MULCHING												

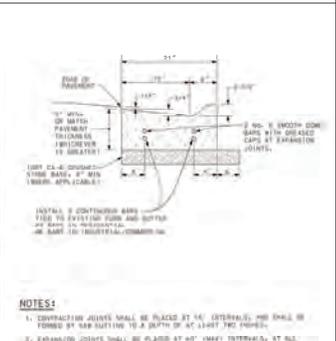
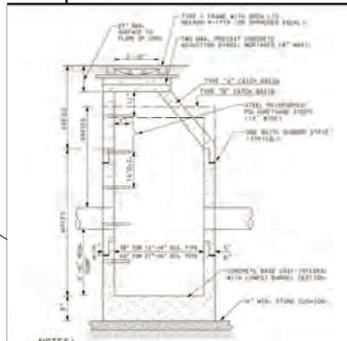
SOIL PROTECTION CHART

A- KENTUCKY BLUEGRASS 50 LBS/ACRE MIXED WITH PERENNIAL HYDRANGE 50 LBS/ACRE
 B- KENTUCKY BLUEGRASS 150 LBS/ACRE MIXED WITH PERENNIAL HYDRANGE 45 LBS/ACRE + 2 TONS STRAW MULCH/ACRE
 C- SPENDING DATE 100 LBS/ACRE
 D- TURF OR CEREAL RYE 100 LBS/ACRE
 E- 200
 F- STRAW MULCH 2 TONS/ACRE

** IRRIGATION NEEDED DURING WINDY AND DRY
 *** IRRIGATION NEEDED FOR 8 TO 9 WEEKS AFTER APPLYING SOO



COUNTY ENGINEERS, INC.
 0548 DOWNEY DRIVE, GENEVA, ILLINOIS 60134 630.344.8979
 Scale: AS SHOWN



LEGAL DESCRIPTION

LOT 61 AND THE EASTERLY 87 FEET OF LOT 62 AS MARKED PARALLEL WITH AND PERPENDICULAR TO THE EASTERLY LINE THEREOF, IN KINGS FOX GLEN UNIT TWO, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 2, 1996 AS DOCUMENT NO. 208089, IN THE CITY OF ST. CHARLES, IN KANE COUNTY, ILLINOIS.

(GULF CLAIM DEED DOCUMENT 2080890986, RECORDED 2/18/2002)

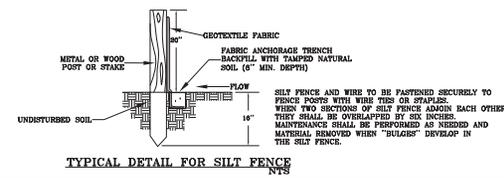
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EROSION CONTROL MEASURES



CITY OF ST. CHARLES
 COUNTY OF KANE (ILLINOIS) SS

TO THE BEST OF MY KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS HOUSE OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTIES.

STATE OF ILLINOIS
 COUNTY OF ILLINOIS

REGISTERED PROFESSIONAL ENGINEER
 BRANDON JAFARI
 RENEWAL DATE: 11/30/23

DATE: 6/1/2023
 SHEET: 2 OF 2

2010 GLENBRIAR DRIVE
 ST. CHARLES, ILLINOIS

CITY COMMENTS

1	6/7/23	
2		
3		
4		

EROSION CONTROL AND DETAILS
 SHEET 2 OF 2

JUNE 1, 2023

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4d
	Title:	Plan Commission recommendation to approve a Special Use to construct a Drive Through Facility for Chick-Fil-A, 3795 E. Main St.	
	Presenter:	Bruce Sylvester, Asst. Comm. Development Dir.- Planning & Engineering	
Meeting: Planning & Development Committee		Date: September 11, 2023	
Proposed Cost: N/A		Budgeted Amount: N/A	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>Joe Vavrina, on behalf of HR Green, has submitted a Special Use application requesting to construct a Drive-Through Facility as an accessory use to a Chick-Fil-A restaurant at the site of the former Chili's. The details of the Special Use are as follows:</p> <ul style="list-style-type: none"> • 5,956 sf restaurant with outdoor seating • Two lane drive-through facility with two canopies • Access to site from two driveways on the south via a private drive • 75 parking spaces 			
<u>Site Access</u>			
<p>Access to the site is provided by a private shared access drive to the south of the property that is located on the Holiday Inn parcel. Easement agreements govern the use of the shared drive. It will need to be determined if the proposed access can be approved as-is or whether the agreements will need to be modified. In either case, the City will need to receive information substantiating approval of the access modifications prior to releasing a building permit.</p> <p>If the newly proposed second drive into the site is not agreed upon between the applicable parties, a revised plan will need to be submitted and the Special Use approval would need to be amended.</p>			
<u>Plan Commission Recommendation</u>			
<p>Plan Commission held a public hearing on 9/6/23. The Commission had a number minor of comments and questions regarding details of the site plan and landscaping. The Commission commented that they would like to see a bike rack on the property to promote alternative transportation. They unanimously voted to recommend approval of the Special Use, subject to resolution of staff comments. Any staff comments related to the site plan will need to be addressed prior to City Council action.</p>			
Attachments (please list):			
Plan Commission Resolution, Staff Report, Application			
Recommendation/Suggested Action (briefly explain):			
Plan Commission recommendation to approve a Special Use to construct a Drive-Through Facility for Chick-Fil-A, 3795 E. Main St.			

City of St. Charles, Illinois
Plan Commission Resolution No. 07-2023

**A Resolution Recommending Approval of an Application for Special Use to
construct a Drive-Through Facility for Chick-fil-A, 3795 E. Main St. (Joe
Vavrina, HR Green, Inc.)**

Passed by Plan Commission on September 6, 2023

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

WHEREAS, the Plan Commission held a public hearing and reviewed the application for a Special Use to construct a Drive-Through Facility for Chick-fil-A, 3795 E. Main St. (Joe Vavrina, HR Green, Inc.); and,

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

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

Chick-fil-A believes that their proposed drive-thru will serve the public convenience at the proposed location. CFA does the majority of their business through their drive-thru facilities as most customers are looking for quick and quality service. It should be noted that they have a philosophy of encouraging a team member forward drive-thru operation to provide a personal guest experience and increase overall efficiency. CFA has achieved this through incorporating the ability for team members to take meal orders & payment face-to-face prior to guests arriving at the meal fulfillment area. Innovative features such as these are what have earned them best drive-thru in America for ten consecutive years as determined by a nationally recognized quick service authority. Out of all the quick service restaurants surveyed, CFA scored the highest in order accuracy, friendliness of the order takers, and speed of service.

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

The proposed drive-thru lane facility has been graded to efficiently drain runoff to various storm sewer inlet locations. The proposed storm sewer system will be able to sufficiently convey all tributary runoff from the site. The drive-thru lane has also been designed with adequate lane widths & geometry to accommodate vehicle turning movements. Positioning the drive-thru facility in its' proposed location will eliminate any potential obstructions with access to the site or parking stalls/drive aisles.

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

Per the City Zoning Map, the subject property is currently zoned BC (Community Business) which allows for restaurant uses. All properties that border the subject site have

the same commercial zoning designation. It is Chick-fil-A's belief that the proposed drive-thru facility is compatible with the general land use of the neighboring properties and would not diminish or impair property values.

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

As mentioned, the properties surrounding the subject property all have the same zoning designation and future land use. Chick-fil-A believes that, as currently designed, the drive-thru facility will not have any impact to surrounding property that would impact their future development and improvement.

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

The proposed drive-thru lane will not endanger the public health, safety, comfort or general welfare. The site has been configured in a way to create a separation between drive-thru and dine-in traffic. Doing so promotes safe and efficient traffic flow throughout the site. The Chick-fil-A drive-thru lane has been designed to accommodate a sufficient queue of cars which will help prevent backups onto the adjacent access drive and within the parking lot.

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

The proposed Chick-fil-A drive-thru facility has been designed to meet the requirements of City Code. The proposed drive-thru: will accommodate an adequate number of vehicles; has been designed to ensure that there will be no obstruction with site ingress/egress; will not obstruct access to parking stalls or internal access drives; will promote efficient site circulation by separating drive-thru & dine-in traffic; and will be screened from public streets & surrounding properties by appropriate landscape & berms.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to City Council approval of a Special Use to construct a Drive-Through Facility for Chick-fil-A, 3795 E. Main St. (Joe Vavrina, HR Green, Inc.) subject to resolution of all staff comments.

Roll call vote:

Ayes: Hibel, Funke, Wiese, Ewoldt, Vargulich

Nays:

Absent: Moad, Rosenberg, Gruber, Studebaker

Motion carried 5-0

Resolution No. 07-2023
Page 3

PASSED, this 6th day of September 2023.

Chairman
St. Charles Plan Commission



Staff Report
Plan Commission Meeting – September 6, 2023

Applicant:	Joe Vavrina (HR Green)
Property Owner:	DB Triple Dipper Restaurant II LLC
Location:	SW corner of E. Main St. & 38 th Ave.
Purpose:	Redevelop site for a restaurant and Drive-Through
Applications:	<ul style="list-style-type: none"> • Special Use for Drive-Through Facility
Public Hearing:	Yes, required
Zoning:	BC Community Business
Current Land Use:	Commercial (vacant restaurant building)
Comprehensive Plan:	Corridor/Regional Commercial

Chick-Fil-A – 3795 E. Main St.



Summary of Proposal:	<p>Proposal is to demolish the former Chili’s restaurant and construct a Chick-Fil-A restaurant with a drive-through. Drive-Throughs require City Council approval of a Special Use. The plans include:</p> <ul style="list-style-type: none"> • Access from two aisles to the south via a private drive. • 5,956 sf restaurant with outdoor seating and Drive-Through facility
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Info / Procedure on Application:	<p>Special Use:</p> <ul style="list-style-type: none"> • Per Sec. 17.04.330, the purpose of a Special Use is as follows: “Special Uses listed within the various zoning districts include those uses that may be acceptable if established in an appropriate manner and location within a zoning district, but may not be acceptable if established in a different manner or location. Special Uses may include, but are not limited to, public and quasi-public uses affected with the public interest, and uses that may have a unique, special or unusual impact upon the use or enjoyment of neighboring property.” • Public hearing is required, with a mailed notice to surrounding property owners. • 6 findings of fact – ALL findings must be in the affirmative to recommend approval.
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Suggested Action:	<p>Conduct the public hearing on the Special Use.</p> <p>The Plan Commission may vote on the item should the Commission feel that they have enough information to make a recommendation.</p>
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Staff Contact:	Rachel Hitzemann, Planner
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I. PROPERTY INFORMATION

A. History / Context

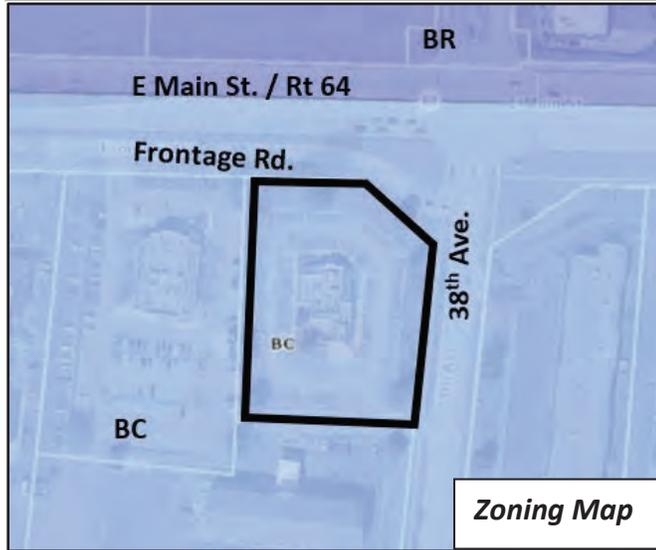
The subject property is located at the southwest corner of E Main St. and 38th Ave. The 1.9-acre site contains a 7,000 sf single-story building constructed in 1994, which was home to Chili’s until its closure in early 2022.

The property is accessed off 38th Ave. via a private drive that also serves as primary access to Holiday Inn to the south and secondary access to Olive Garden to the west. There is no access to the property from the frontage road that runs parallel to E. Main St. north of the property.

B. Zoning

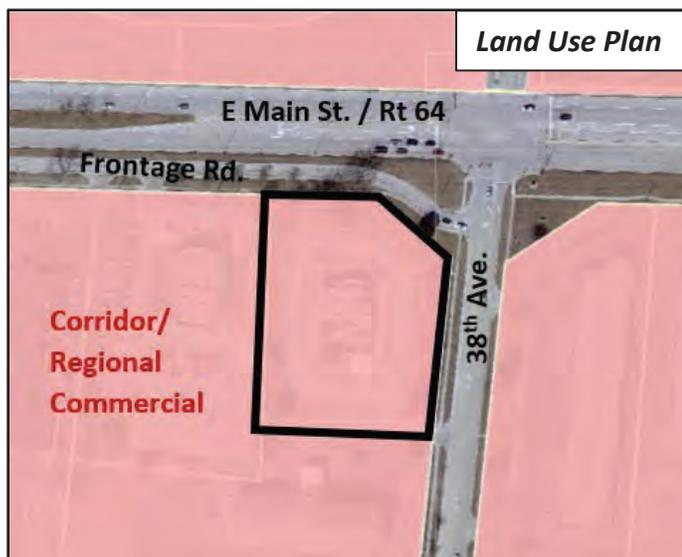
The subject property is zoned BC Community Business. The same zoning designation exists to the east, west, and south, with Regional Business zoning across Main St.

	Zoning	Land Use
Subject Property	BC Community Business	Vacant restaurant
North	BR Regional Business	Charlestowne Mall property
East	BC Community Business	Multi-tenant commercial building
South	BC Community Business	Hotel- Holiday Inn
West	BC Community Business	Restaurant- Olive Garden



C. Comprehensive Plan

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



The Regional/Commercial land use category is described as follows:

Areas designated as corridor/regional commercial are intended to accommodate larger shopping centers and developments that serve a more regional function, drawing on a customer base that extends beyond the City limits. These areas often have a mix of “big box” stores, national retailers, and a “critical mass” of multiple stores and large shared parking areas. Areas designated for corridor/regional commercial are located primarily in larger consolidated areas along the City’s heavily traveled corridors and intersections. Commercial service uses can also have an appropriate place in corridor/regional commercial areas, but must be compatible with adjacent and nearby retail and commercial shopping areas and be located as to not occupy prime retail locations.

The Land Use Plan identifies Corridor/Regional Commercial in the City’s east and west gateways, clustered around Kirk Road and Randall Road, two busy north south streets that bisect the City. Both of these areas are ideally suited for a large scale commercial/retail development capable of drawing from a larger region. At both locations, access and visibility is ideal for a more regional commercial draw, and heavy traffic volumes provide visibility desired by retailers. As development and redevelopment is considered in these areas, consideration should be given to maximizing revenue generating opportunities. It is also important to recognize the importance of promoting high-quality development in these locations as they serve as gateways into the City and are pivotal in shaping perceptions of St. Charles as visitors enter the City.

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

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

corridor that can accommodate a wide array of business types to cater to the diverse needs of the St. Charles community.

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

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

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

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

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

II. PLANNING ANALYSIS

Staff has analyzed the Special Use application for conformance with the standards established in Title 17, the Zoning Ordinance, including:

- Ch. 17.14 Business & Mixed Use Districts
- Ch. 17.20 Use Standards
- Ch. 17.24 Off-Street Parking, Loading & Access
- Ch. 17.26 Landscaping & Screening
- Ch. 17.28 Signs

A. Proposal

Joe Vavrina (of HR Green), representing Chick-Fil-A, has filed an application requesting approval of a Special Use for a Restaurant Drive-Through Facility at the subject property. Details of the proposal are as follows:

- Demolish existing restaurant building.
- Access from 38th Ave. via existing private drive; use the current driveway and create a new access drive on the southwest side.
- 5,956 sf, 93ft. long, brick restaurant building
- Landscaping along street frontages, within site, and along building walls
- Freestanding sign at the northwest corner.

B. Proposed Use

The proposed use of the property is a Restaurant with Drive-Through Facility. A Restaurant use is permitted outright, but a Drive-Through Facility is classified as a Special Use in the BC zoning district, requiring Plan Commission public hearing/recommendation and City Council approval.

Per Sec. 17.04.330, the purpose of a Special Use is as follows:

Special Uses listed within the various zoning districts include those uses that may be acceptable if established in an appropriate manner and location within a zoning district, but may not be acceptable if established in a different manner or location. Special Uses may include, but are not limited to, public and quasi-public uses affected with the public interest, and uses that may have a unique, special or unusual impact upon the use or enjoyment of neighboring property.

There are 6 Findings of Fact for Special Use that are to be considered when determining whether a Special Use should be granted. All findings must be in the affirmative to recommend approval. The applicant has provided responses to the Findings of Fact as part of the application materials.

Several Use Standards per Section 17.24.100.A pertain to the design of a Drive-Through Facility. The Use Standards are as follows, with staff comments on compliance noted below each standard:

1. The minimum dimension of stacking spaces shall be nine (9) feet in width and twenty (20) feet in length.
The site plan does not depict the stacking spaces, however based on the dimensions of the stacking lanes there is space for 19 stacking spaces in each of the two stacking lanes prior to the pickup station (approx. 38 spaces total).
2. Stacking spaces shall be placed in a single line up to the point of service.
There is adequate space to provide the required number of stacking spaces (15) within a single lane. The other additional stacking lane provides extra capacity.
3. Stacking spaces shall be located so that, when in use, they do not obstruct ingress/egress to the site, they do not obstruct access to required parking or loading spaces, and do not otherwise interfere with vehicle circulation on the site.
The stacking lanes are positioned such that stacked vehicles will not obstruct ingress/egress to the site nor required parking spaces and will not interfere with vehicle circulation.
4. Vehicle stacking and equipment associated with the Drive-Through shall be concealed from view from public streets and surrounding property to the greatest extent possible by their orientation, design or by screening. This will often involve orienting the Drive-Through to the side or rear of the building, away from the public street.
The stacking lanes are located at the front and exterior side of the property, but landscaping has been provided to conceal the spaces from view from public streets. However, other landscape plantings will offer some screening and additional landscaping should be added along the site frontage (see Landscaping staff comments).

Staff Comments:

- ✓ 9'x20' dimensioned stacking spaces shall be depicted on the site plan.

C. Bulk Standards

The table below compares the proposed Site Plan with the applicable requirements of the BC District and the building line setback outlined on the Plat.

Category	BC District	Proposed
Min. Lot Area	1 acre	1.92 acres
Max. Building Coverage	40%	7.12%
Max. GFA per Building	75,000 sf	5,956 sf
Max. Building Height	40 ft.	21'
Building Setbacks:		
<i>Front (E Main St)</i>	50 ft.	61.6ft.
<i>Exterior Side (38th Ave)</i>	40ft	120 ft.
<i>Interior Side (west)</i>	10 ft.	51.2 ft.
<i>Rear (south)</i>	30 ft.	124 ft.
Parking/paving Setbacks:		
<i>Front (E Main St)</i>	20 ft.	20 ft.
<i>Exterior Side (38th Ave)</i>	20 ft.	40 ft.
<i>Interior Side (west)</i>	0 ft.	7 ft.
<i>Rear (south)</i>	0 ft.	9.4 ft.
Canopy Setback	20ft.	30.6 ft.
Parking/Stacking Requirement	10 spaces per 1,000sf (60) 15 stacking spaces	75 parking spaces Approx. 38 stacking spaces

D. Landscaping

A landscape plan has been submitted. The table below compares the plan with the applicable landscape standards per Ch. 17.26 “Landscaping & Screening”.

Category	Zoning Ordinance Standard	Proposed
Overall Landscape Area	15%	Meets requirement; <i>percentage to be quantified</i>
Street Frontage Landscaping	1 tree per 50 ft. of street frontage (6 trees along Main St; 5 trees along 38 th Ave) Landscaping along 75% of street frontage (applies along Main St. and 38 th Ave)	Meets requirement
Building Foundation Landscaping	Planting beds along 50% of public street facing walls and 50% of all walls combined; 5 ft. beds 2 trees per 50 ft. of required planting bed (8 trees required)	Meets planting bed & shrub/bush/perennial requirements <i>0 trees provided; 6 trees needed</i>

	20 shrubs/bushes/perennials per 50 ft. of required planting bed	Meets requirement
Monument Sign Landscaping	3 ft. around sign base	Meets requirement
Refuse Dumpster/Mech. Equipment Screening	Screen from view from public streets	Meets Requirement
Roof-Mounted Equipment Screening	Screen from view from public streets	No roof-mounted equipment identified

Staff Comments:

- ✓ It appears that a minimum of 15% of the site is dedicated to landscaped area as required. However, a calculation of the overall landscape area is needed to quantify the exact percentage.
- ✓ Staff recommends providing more landscaping along the front and exterior yards to provide greater screening for the drive-through stacking. Using a variety of plantings around singular trees could provide better screening at a variety of levels. This should especially be considered along 38th Ave.
- ✓ 6 trees are required within the building foundation planting beds; none are provided.
- ✓ Any roof-mounted mechanical equipment shall be identified, with screening information provided (location on the roof, architectural element of the building such as a parapet, or a screening wall that is compatible with the building design).
- ✓ Shrubs shall be a minimum of 24” in height at planting. Some of the proposed shrub heights are under 24”.
- ✓ Landscape beds must have mulch. Several landscape areas show decorative rock as a base. This will need to be replaced with mulch.

E. Building Architecture

Building elevations and a floor plan for the 5,956 sf building have been submitted. The primary façade material is brick. Metal awnings are used over doors and windows. The building appears to meet the Design Standards contained in Ch. 17.06.

Staff Comments:

- ✓ The type of glass used for the windows will need to be clarified.

F. Site Lighting

A photometric plan has been submitted. Pole lighting and building-mounted luminaries are proposed, as well as canopy lighting in the drive-through.

Staff Comment:

- ✓ Lighting levels along property lines abutting right-of-way shall not exceed an average of .5-foot candles. This lighting level is exceeded along the north property line and will need to be reduced.

G. Signage

The site plan depicts a freestanding sign to be placed at the NE corner of the site. The building elevations depict a total of 4 wall signs. The table below compares the applicable standards of Ch. 17.28 “Signs” with the proposed signage.

Category	Zoning Ordinance Standard	Proposed
Wall Signs	1 per street frontage (3 signs) 1.5 sf per linear foot of building	4 wall signs
Freestanding Sign	1 per lot Area: 100 sf Height: 15 ft.	1 sign; meets requirements

Staff Comment:

- ✓ Only 3 wall signs are permitted, one per street frontage (including private drive).
- ✓ A 50ft flag pole is being proposed. Flag pole heights cannot exceed the maximum building height allowed in the Zoning District. A smaller pole will need to be installed.

H. Site Access

Access to the property will continue to be provided off 38th Ave. via a private access drive to the south on the Holiday Inn parcel. This private drive also provides secondary access to Olive Garden to the west. One driveway off the private drive currently provides access into the site. Another driveway is also being proposed on the southwest side of the property utilizing the same private access drive.

Two access easement agreements from 1993 established the shared access and govern its use. The agreements may need to be modified in order to allow the additional driveway.

Staff Comments

- ✓ It will need to be determined whether the existing easement agreements over the private access drive will need to be modified or if a new easement will need to be drafted. In either case, the City will need to receive information substantiating approval of the access modifications from the adjacent owners that are a party to the easement agreements.
- ✓ The new driveway shows two outbound arrows. Applicant should clarify if this is correct or if it should be one in and one out.

III. DEPARTMENTAL REVIEWS

A. Engineering Review

The site plan is under review by Development Engineering. Any comments will be provided to the applicant. Engineering plans will be required at the time of building permit.

B. Fire Dept. Review

The Fire Dept. has reviewed the site plan and has noted that Fire access appears to be adequate. Fire hydrant locations and water supply also appears to be adequate. Technical comments have been relayed to the applicant.

IV. OPTIONS FOR PLAN COMMISSION ACTION**1. Public Hearing – Close or Continue**

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

Staff Comments

- ✓ Staff recommends requiring proof of agreement regarding the driveway modifications from the adjacent property owners that are party to the private roadway access easement agreement.

If Public Hearing is closed-**2. Make a Recommendation to Planning & Development Committee**

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

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

OR

b. Recommend denial of the application for Special Use.

- i. Plan Commission must substantiate how the Special Use findings are not being met in order to recommend denial.

V. ATTACHMENTS

- Application for Special Use; received 8/9/22
- Plans



SPECIAL USE APPLICATION

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

For City Use	
Project Name:	<u>Chick-fil-A</u>
Project Number:	<u>2023</u> -PR- <u>010</u>
Cityview Project Number:	<u>PLSU202300125</u>



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

1. Property Information:	Location: 3795 E. Main Street, St. Charles, IL 60174	
	Parcel Number (s): 09-25-402-001	
	Proposed Name: Chick-fil-A	
2. Applicant Information:	Name: HR Green, Inc. (c/o Joe Vavrina)	Phone: 815-759-8363
	Address 1391 Corporate Drive, Suite 203, McHenry, IL 60050	Email: jvavrina@hrgreen.com
3. Record Owner Information:	Name: Sansome Pacific (c/o Tom Souza)	Phone: 415-963-4704
	Address: 303 Sacramento Street, 4th Floor, San Francisco, CA 94111	Email: tsouza@sppinc.com

4. Identify the Type of Application:

- Special Use for Planned Unit Development - PUD Name:**
 - New PUD
 - Amendment to existing PUD- Ordinance #:
 - PUD Preliminary Plan filed concurrently

- Other Special Use (from list in the Zoning Ordinance):** Drive-Through Facility
 - Newly established Special Use
 - Amendment to an existing Special Use Ordinance #:

5. Information Regarding Special Use:

Comprehensive Plan designation of the property: Corridor/Regional Commercial

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

What is the property's current zoning? BC Community Business District

What is the property currently used for? Commercial - Restaurant

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

Chick-fil-A restaurant, parking lot, drive-thru lane w/ canopies, and associated utilities.

6. For Special Use Amendments only: N/A

Why is the proposed change necessary?

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

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

7. Required Attachments:

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

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

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

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

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

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

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

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

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

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

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

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

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

- LIST OF PROPERTY OWNERS WITHIN 250 FT.:** Fill out the attached form or submit on a separate sheet. The form or the list must be signed and notarized. Property ownership information may be obtained using Kane County's interactive GIS mapping tool: http://gistech.countyofkane.org/gisims/kanemap/kanegis4_AGOx.html

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

- ENDANGERED SPECIES REPORT:** As required by State law, file an Endangered Species Consultation Agency Action with the Illinois Department of Natural Resources. Provide a copy of the report to the City. The online Ecological Compliance Assessment Tool (EcoCAT) should be utilized: <https://dnr2.illinois.gov/EcoPublic/>
- TRAFFIC STUDY:** If applicable. Staff will advise you whether a traffic study is recommended based on the project. Regardless, the Plan Commission or City Council may request a traffic study as a part of the review process.
- PLANS:** All required plans shall be drawn on sheets no larger than 24" x 36", unless the Director of Community Development permits a larger size when necessary to show a more comprehensive view of the project. All required plans shall show north arrow and scale, and shall be drawn at the same scale (except that a different scale may be used to show details or specific features). All plans shall include the name of the project, developer or owner of site, person or firm preparing the plan, and the date of plan preparation and all revisions.

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

Site Plan or plans shall show the following information:

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

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

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

William Turner William Turner
Authorized Signatory August 10, 2023
Record Owner Date

Anthony F. Vanina
07/27/2023
Applicant or Authorized Agent Date



City of St. Charles, IL

August 10, 2023

To Whom it may concern:

I, Tom Souza on behalf of Triple Dipper, LLC, owner of the subject property located at 3795 E. Main Street, St. Charles, IL 60174, hereby authorize HR Green, Inc. (c/o Joe Vavrina) to file a Special Use Permit Application with the City of St. Charles for the proposed Chick-fil-A project.

Thank you.

A handwritten signature in blue ink, appearing to read "Thomas A. Souza", with a long horizontal flourish extending to the right.

Thomas A. Souza
Founding Partner
Sansome Pacific
Agent of Triple Dipper, LLC

OWNERSHIP DISCLOSURE FORM

LIMITED LIABILITY COMPANY (L.L.C.)

STATE OF CALIFORNIA)

) SS.

LOS ANGELES COUNTY)

I, WILLIAM TURNER, being first duly sworn on oath depose and say that I am an AUTHORIZED SIGNATORY of DB TRIPLE DIPPER RESTAURANT LLC, a Delaware Limited Liability Company (L.L.C.), and that the following entity is the sole member of the said L.L.C.:

<u>DB Triple Dipper LLC</u>	

By: William Turner, Authorized Signatory

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

On August 10, 2023 before me, Melissa Snodgrass, Notary Public
Date (here insert name and title of the officer)

personally appeared William Turner

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: M. Snodgrass (Seal)



OPTIONAL

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

FINDINGS OF FACT – SPECIAL USE

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

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

Project Name or Address: Chick-fil-A (3795 E. Main Street)

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

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

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

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

Chick-fil-A believes that their proposed drive-thru will serve the public convenience at the proposed location. CFA does the majority of their business through their drive-thru facilities as most customers are looking for quick and quality service. It should be noted that they have a philosophy of encouraging a team member forward drive-thru operation to provide a personal guest experience and increase overall efficiency. CFA has achieved this through incorporating the ability for team members to take meal orders & payment face-to-face prior to guests arriving at the meal fulfillment area. Innovative features such as these are what have earned them best drive-thru in America for ten consecutive years as determined by a nationally recognized quick service authority. Out of all the quick service restaurants surveyed, CFA scored the highest in order accuracy, friendliness of the order takers, and speed of service.

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

The proposed drive-thru lane facility has been graded to efficiently drain runoff to various storm sewer inlet locations. The proposed storm sewer system will be able to sufficiently convey all tributary runoff from the site. The drive-thru lane has also been designed with adequate lane widths & geometry to accommodate vehicle turning movements. Positioning the drive-thru facility in its' proposed location will eliminate any potential obstructions with access to the site or parking stalls/drive aisles.

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

Per the City Zoning Map, the subject property is currently zoned BC (Community Business) which allows for restaurant uses. All properties that border the subject site have the same commercial zoning designation. It is Chick-fil-A's belief that the proposed drive-thru facility is compatible with the general land use of the neighboring properties and would not diminish or impair property values.

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

As mentioned, the properties surrounding the subject property all have the same zoning designation and future land use. Chick-fil-A believe that , as currently designed, the drive-thru facility will not have any impact to surrounding property that would impact their future development and improvement.

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

The proposed drive-thru lane will not endanger the public health, safety, comfort or general welfare. The site has been configured in a way to create a separation between drive-thru and dine-in traffic. Doing so promotes safe and efficient traffic flow throughout the site. The Chick-fil-A drive-thru lane has been designed to accommodate a sufficient queue of cars which will help prevent backups onto the adjacent access drive and within the parking lot.

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

The proposed Chick-fil-A drive-thru facility has been designed to meet the requirements of City Code. The proposed drive-thru: will accommodate an adequate number of vehicles; has been designed to ensure that there will be no obstruction with site ingress/egress; will not obstruct access to parking stalls or internal access drives; will promote efficient site circulation by separating drive-thru & dine-in traffic; and will be screened from public streets & surrounding properties by appropriate landscape & berms.



Chick-fil-A, Inc. | 5200 Buffington Road Atlanta, Georgia 30349-2998 | chick-fil-a.com | 404.765.8000

Project Narrative

Site Summary

Chick-fil-A (CFA) is proposing to redevelop an 1.92-acre parcel on the southwest corner of the 38th Avenue and E. Main Street (IL Route 64) intersection in the City of St. Charles. The project is more specifically located at 3795 E. Main Street. The site is currently developed with an approximate 5,500 square foot Chili's restaurant building and associated parking lot. CFA is proposing to raze the building & parking lot and redevelop the site with a new single story 5,956 square foot free-standing restaurant, dual drive-thru facility with free-standing canopies, 75 stall parking lot, and associated utilities. The property is currently zoned BC (Community Business District) which permits restaurants but a Special Use Permit is required for drive-thru facilities. Although operating hours have not yet been defined, many CFA restaurants are generally open Monday thru Saturday, between 6:00 AM to 10:30 PM, closed on Sundays. CFA is anticipating that a total of 15-20 employees will be at the restaurant during the largest shift.

Lot Layout/Configuration

The CFA building has been situated on the north side of the parcel, along the adjacent Frontage Road and E. Main Street in order to achieve the following: provide the maximum number of parking stalls; provide a sufficiently long drive-thru lane to promote efficient restaurant operations; and to provide adequate visibility to the new store. Providing ample vision will be key to the success of the CFA restaurant as it will attract potential new customers that are traveling along the adjacent roadways. Positioning the building in this location & orientation allows an outdoor patio to be located on the east side of the building which will feature 6 tables for a total of 24 outdoor seats. An ornamental aluminum fence will be installed around the perimeter to create a barrier between the patio and the adjacent greenspace & drive-thru lane. The proposed site layout also provides direct pedestrian connectivity to the sidewalk along the west side of 38th Avenue.

Parking is proposed to be located south of the CFA restaurant. Per City Code, the proposed CFA use will require a total of 60 spaces. A total of 75 spaces will be provided. The parking lot has been configured to maximize circulation and minimize backups onto adjacent access drives. Access to the parking lot will be provided via the existing entrance at the southeast corner of the site and a new entrance at the southwest corner of the property. The entrance at the southeast corner will feature two entrance lanes and one exit lane. The southwestern entrance will be exit only. Customers exiting the drive-thru lane will be directed to this access drive in order to reduce congestion within the parking lot.

A sufficiently long CFA dual drive-thru lane is proposed to begin at the southeast corner of the property, by the main entrance to the site. The drive-thru lane will then run along the east, north, & west sides of the site and ultimately exit near the southwest corner of the restaurant building. The drive-thru lane has been positioned in a way to create a separation between dine-in & drive-thru traffic in order to prevent congestion within the parking lot. CFA is proposing to install two free-standing canopies over the drive-thru lane: An order point canopy to be located just east of the



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CFA building; and an order meal delivery canopy to be located on the west side of the CFA building, over the pick-up window.

CFA's drive-thru operation consists of two lanes of customer ordering and two lanes of meal fulfillment. This dual flex lane concept allows the restaurant operator to use the outer lane as either a second meal fulfillment lane or as a by-pass lane at their discretion to properly support the operational needs of his or her business. If/when the outer lane is not in use, a series of magnetic delineators will be used to merge cars back into one lane for meal fulfillment at the window. Providing the two full lanes gives the operator the most flexibility to service their guests effectively and efficiently. Additionally, Chick-fil-a has a philosophy of encouraging a team member forward drive-thru operation to provide a personal guest experience and increase overall efficiency. CFA has achieved this through incorporating the ability for team members to take meal orders & payment face-to-face prior to guests arriving at the meal fulfillment area and through team members executing outdoor meal delivery in the meal fulfillment area. Enhancements have also been made at the pick-up window through implementation of a drive thru door. The enhancement constitutes replacing the typical window with a multi-function door, that also can function as a window. The purpose of the drive thru door is to allow team members to stage more meals and beverages indoors while they are delivering meals outside, directly to vehicle windows. The door allows easier access to the meals without passing them through a small window. This change helps to create an efficient drive-thru operation and improve the overall guest experience. During non-peak times or periods of inclement weather, the door can be closed and will function as a standard pickup window. Innovative features such as these are what have earned Chick-fil-A best drive-thru in America for ten consecutive years as determined by a nationally recognized quick service authority. Out of all the quick service restaurants surveyed, Chick-fil-A scored the highest in order accuracy, friendliness of the order takers, and speed of service.

Deliveries to the site will occur both after operating hours via key drops and during non-peak hours of operating days. The semi-truck deliveries will be made overnight and would occur 1-2 times a week with the smaller box truck type deliveries occur daily.

A dual bin trash enclosure has been situated along the west side of the property and will be constructed utilizing materials to compliment the principal building.

The Chick-fil-A site will be attractively landscaped to provide year-round interest and to meet the intent of the City Code. The site has been designed to maintain the existing landscaping & berm along the east side of the site. It should be noted that a landscape berm is proposed along the north side of the site.



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Signage

Signage for the CFA restaurant will be paramount and has been designed to notify potential customers that are approaching the site from multiple directions. In an effort to assist them in locating the restaurant, signage is proposed on all four elevations. Additionally, CFA is proposing the installation of a monument sign near the northeast corner of the property along the adjacent Frontage Road & E. Main Street. Appropriate signage will be key to the success of the restaurant.

Building Elevations

The Chick-fil-A building has been designed with a mixture of brick veneer, prefinished metal, and glass. The mechanical units for heating/cooling will be located on the roof and will be screened via a parapet wall. Accent light via wall sconces are proposed around the building to provide nighttime interest. The trash enclosure will incorporate the same colored brick veneer as the building to maintain consistency. The dumpsters inside of the enclosure will be screened from the front by durable double gates with prefinished plastic lumber (weathered wood).

The Chick-fil-A Story

It's a story that began when a man named Truett Cathy was born in 1921 in the small town of Eatonton, Georgia, about 80 miles from Atlanta, where he grew up. Truett's mom ran a boarding house, which meant she had to cook a lot of meals – but Truett helped, and he paid close attention, and picked up cooking and serving tips that would come in quite handy later. Along the way, he also learned to be quite the entrepreneur. He sold magazines door to door, delivered newspapers all over the neighborhood, and sold Coca-Colas from a stand in his front yard and all the while he was learning the importance of good customer service.

After serving his country in World War II, in 1946 Truett used the business experience he gained growing up and opened his first restaurant with his brother, Ben, calling it the Dwarf Grill (later renamed the Dwarf House). Hamburgers were on the menu but, ironically, no chicken because he said it took too long to cook. Truett worked hard with that first venture, but considered Sunday to be a day of rest, for himself and his employees and as you know, that's a practice that Chick-fil-A honors to this day.

The early 60s would be a pivotal time in Truett's life. That's when he first took a boneless breast of chicken and spent the next few years experimenting until he found the perfect mix of seasonings. He breaded and cooked the filet so that it stayed juicy, put it between two buttered buns and added two pickles for extra measure and in 1963 unveiled what we now know as the Chick-fil-A Chicken Sandwich. As far as the name, Truett says it just came to him. He had it registered that year in 1963 and created a logo that has been updated but is still very similar to the original designed 50 years ago.

The Chick-fil-A sandwich was a huge hit, and in 1967 Truett opened his first Chick-fil-A restaurant in an enclosed shopping mall where, up to that point, food normally wasn't sold. Frankly, the developer of the Greenbriar Shopping Center in Atlanta wasn't too keen on serving food inside his mall, but as we know that turned out to be a very smart decision on his part, and especially Truett's.



Chick-fil-A, Inc. | 5200 Buffington Road Atlanta, Georgia 30349-2998 | chick-fil-a.com | 404.765.8000

Today, Truett is recognized as the pioneer in quick-service mall food. It wasn't until 1986 that Chick-fil-A opened its first "freestanding" restaurant on North Druid Hills Road in Atlanta. Today there are over 2,300 restaurant locations in 47 states.

Chick-fil-A is now the largest quick-service chicken restaurant and one of the largest that's privately-held. Three generations of Cathy family members are involved in the business, including Truett's sons Dan (the president and CEO) and Bubba (senior VP) and also, his grandchildren.

Our Food

There are a lot of things people say they like about Chick-fil-A, but it all begins with the food, and especially the Original Chick-fil-A Chicken Sandwich. It was a significant product innovation, and it remains our best-selling item on the menu. Our innovations didn't stop with the chicken sandwich. In 1982, we were the first restaurant to sell chicken nuggets nationally, and three years later added our trademark Waffle Potato Fries to the menu, and we still use 100% fully refined peanut oil, which is cholesterol and trans fat free. In 2010, we introduced the Chick-fil-A Spicy Chicken Sandwich. With its special blend of peppers and other seasonings, it became such a "hot" selling item that we soon after introduced the Spicy Chicken Biscuit. More recently and within the last couple years we introduced to our menu a new grilled chicken sandwich and grilled chicken nuggets along with the most recent addition of mac & cheese. People also like the fact that we offer a variety of menu options for those wanting foods that are lower in calories, carbs or fats, such as the Chick-fil-A Chargrilled Chicken Sandwich, entrée salads and fruit cups and by the way, fruit cups are an option with our kid's meals these days. In fact, Men's Health magazine named us "America's Healthiest Chain Restaurant for Kids." The high quality of our food is the number one reason people keep coming back to Chick-fil-A but there are a few more reasons – and one has four legs and is a terrible speller.

Serving our Customers

Whenever you ask people what they like about Chick-fil-A, one of first things they say is "the service" and it's an important part of our story, because it goes back to Truett's experience as a young businessman and to the values he instilled in Chick-fil-A. We call it Second Mile Service, and it's based on the belief that if someone asks you to carry something for them one mile, you do one better and carry it for them two. Its doing those unexpected things that make people feel special. Our drive-thru has been voted "America's #1 drive-thru" for six years in a row. We do our best to ensure a quick and pleasurable experience, and might even have a nugget for the family pet when you arrive at the window. But no matter if you're being served in our restaurants, at our drive-thrus, or with an outside delivery, you can always count on our team members responding to your words of thanks with two special words of their own – "My pleasure."

Chick-fil-A Philosophy & Operator/Employment Model

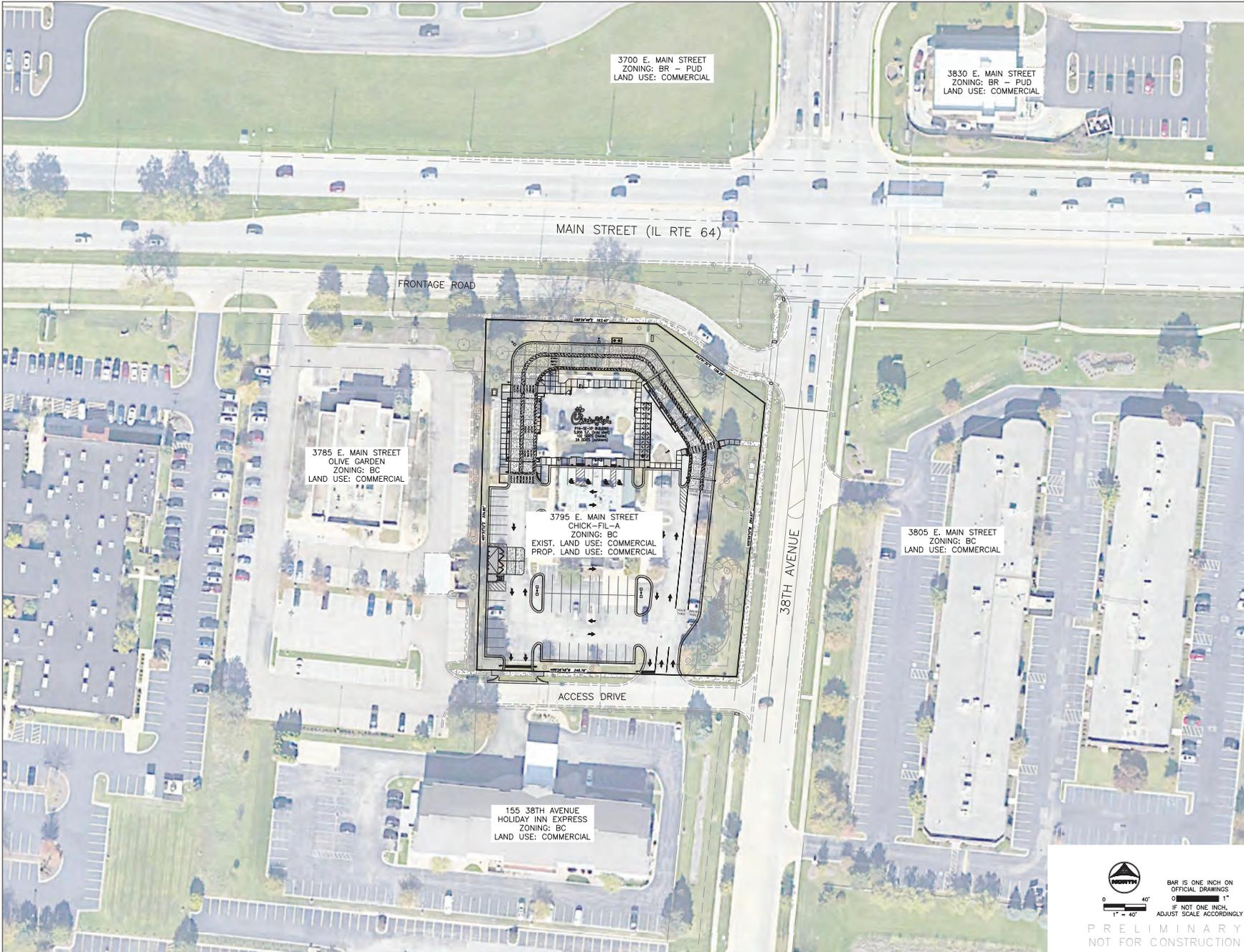
The Company's philosophy is that their restaurants become integral parts of the communities in which they are located. Chick-fil-A makes scholarships available to store employees and sponsors the Winshape Foundation which supports a family of programs designed to encourage outstanding young people nationwide. The Foundation has a college program and operates a series of camps,



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homes, and retreats. On the local level, individual restaurant operators typically engage in community support activities such as sponsoring youth sports teams, supporting educational activities, and leadership initiatives. Finally, and in accordance with company policy, the operators and employees in each Chick fil A Restaurant strive for a level of customer service unequaled in the quick-service food industry. It is quite common to go into a Chick-fil-A and have your tray carried to your table, have people clear your table, and ask if they can come and refresh your beverage.

Beyond the above, Chick-fil-A's operator's model is very unique in the fast food industry. In their situation, the operator is part owner with Chick-fil-A. It's similar to a franchise except they usually have one location. Sometimes they have two but for the most part they have one location and what that provides is a situation where they have very competent partners with great character in the restaurants who are deeply involved in the community. What Chick-fil-A likes to say is that their operators are in business for themselves, but not by themselves. It is very unusual for an operator to shut down and the retention rate for operators is about 98%. A typical Chick-fil-A store will employ approximately 60 - 80 jobs with approximately 120 jobs created for temporary construction employment. A typical store will operate between the hours of 6:30am to 10:00pm; Monday thru Saturday and are always closed on Sundays.



BAR IS ONE INCH ON
OFFICIAL DRAWINGS
0 1 40'
IF NOT ONE INCH,
ADJUST SCALE ACCORDINGLY

PRELIMINARY
NOT FOR CONSTRUCTION



Chick-fil-A

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998



CHICK-FIL-A
ST. CHARLES (IL) FSU
3795 E. MAIN STREET
ST. CHARLES, IL 60174

FSR# 05570

REVISION SCHEDULE
NO. DATE DESCRIPTION

PRELIMINARY

ENGINEER'S PROJECT # 2362427

PRINTED FOR PRELIMINARY

DATE 06/22/2023

DRAWN BY: MRJ

CHECKED BY: JPV

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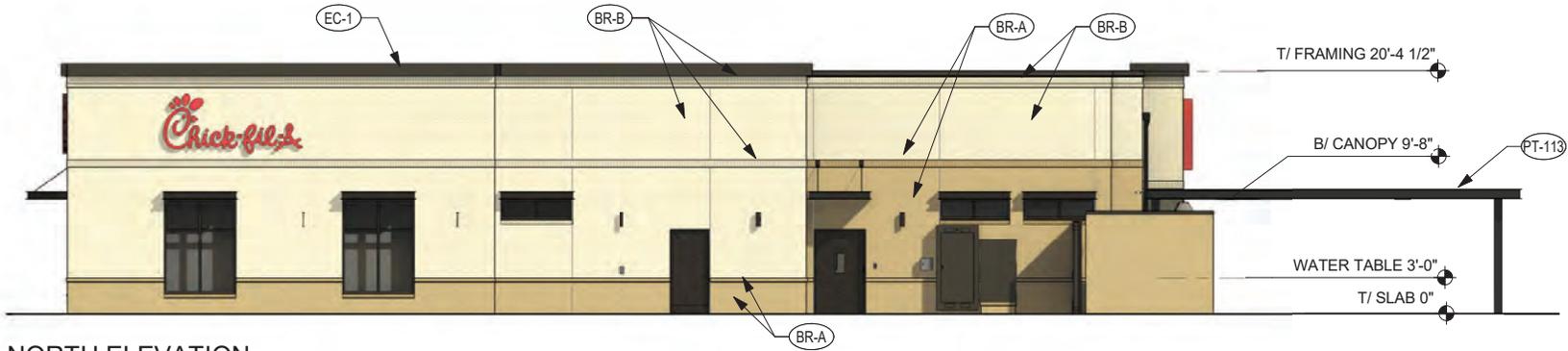
SHEET

PROJECT LOCATION

EXHIBIT

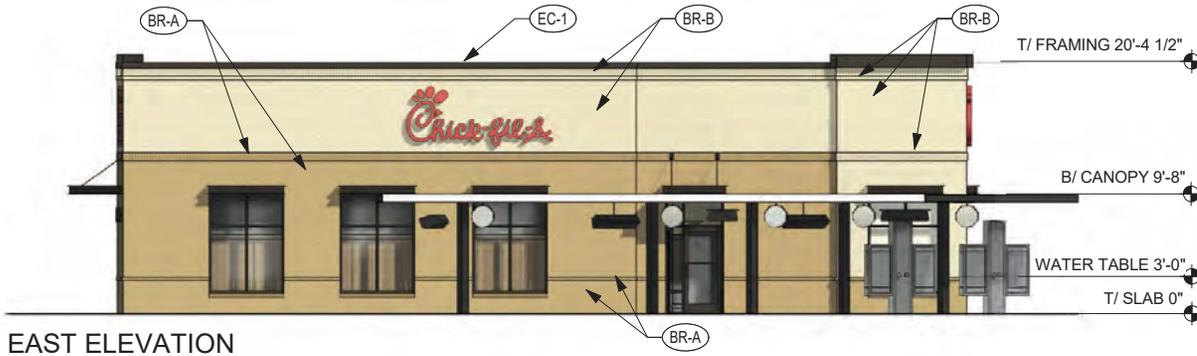
SHEET NUMBER

EX-A



NORTH ELEVATION

N.T.S.



EAST ELEVATION

N.T.S.

EXTERIOR FINISHES	
 (BR-A) BRICK VENEER COLOR: DARK BROWN SIZE: MODULAR	 (EC-1) PREFINISHED METAL COPING COLOR: MIDNIGHT BRONZE
 (BR-B) BRICK VENEER COLOR: LIGHT BROWN SIZE: MODULAR	 (PT-113) EXTERIOR PAINT COLOR: DARK BRONZE FINISH: SEMI-GLOSS
	 (ST-1) STOREFRONT COLOR: DARK BRONZE

BUILDING ELEVATIONS

05570, ST. CHARLES FSU, 3795 E Main Street, St. Charles, IL 60174

THE CHICK-FIL-A DESIGN DEVELOPMENT PACKAGE REPRESENTS A BRAND COMPLIANT DESIGN SOLUTION. SITE ADAPT PROFESSIONALS ARE RESPONSIBLE FOR APPLICATION OF DESIGN AND COMPLIANCE WITH ORDINANCES AND CODES.

08/01/2023



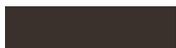


SOUTH ELEVATION
N.T.S.



WEST ELEVATION
N.T.S.

EXTERIOR FINISHES

 (BR-A) BRICK VENEER COLOR: DARK BROWN SIZE: MODULAR	 (EC-1) PREFINISHED METAL COPING COLOR: MIDNIGHT BRONZE
 (BR-B) BRICK VENEER COLOR: LIGHT BROWN SIZE: MODULAR	 (PT-113) EXTERIOR PAINT COLOR: DARK BRONZE FINISH: SEMI-GLOSS
	 (ST-1) STOREFRONT COLOR: DARK BRONZE

BUILDING ELEVATIONS

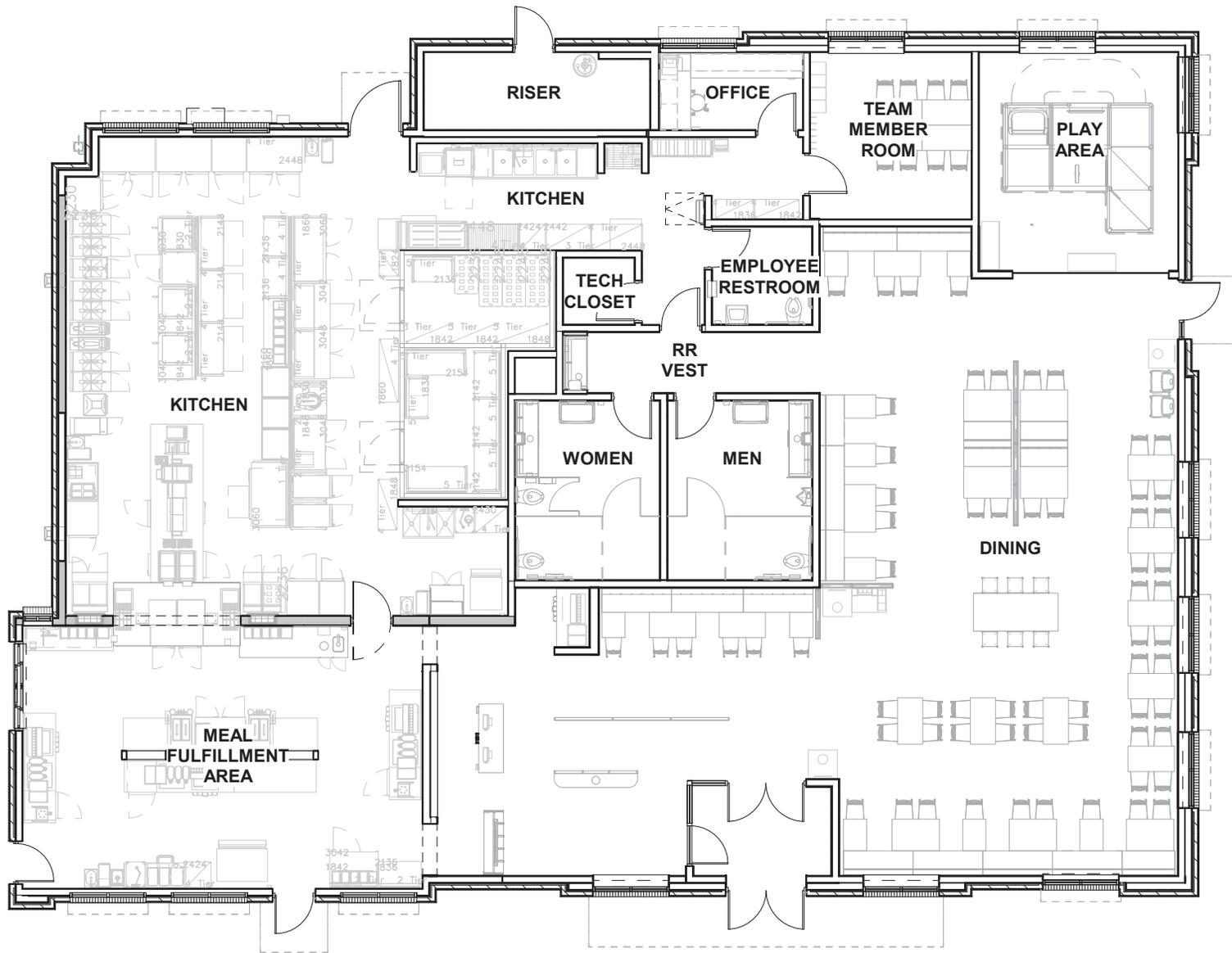
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08/01/2023

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FLOOR PLAN

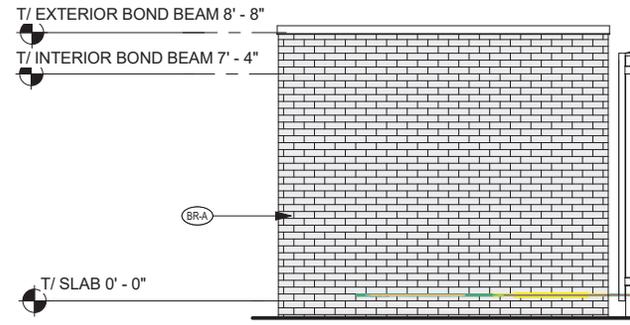
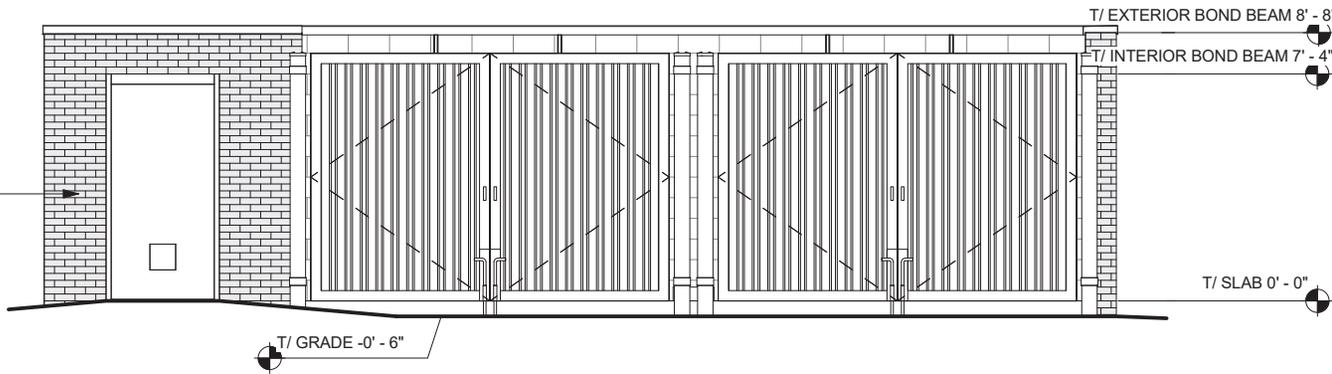
05570, ST. CHARLES FSU, 3795 E Main Street, St. Charles, IL 60174

08/01/2023

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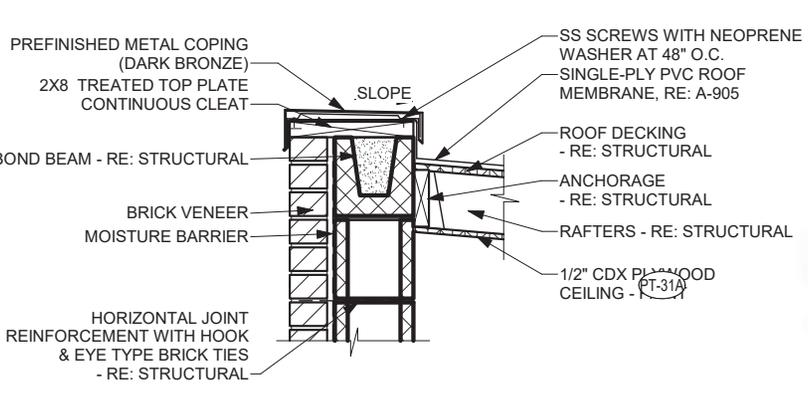
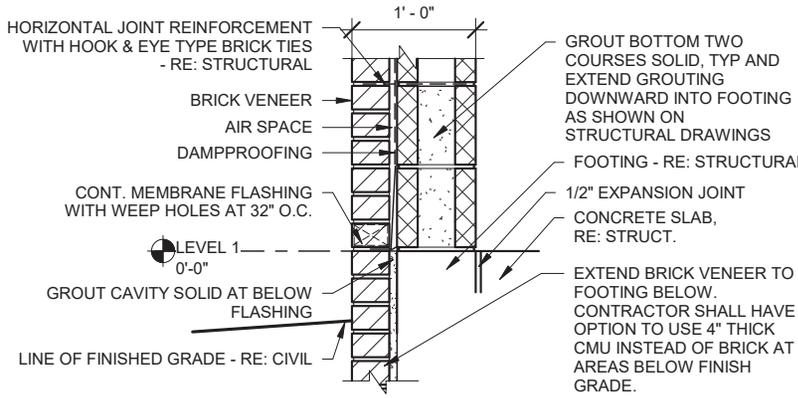


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6407



1 REFUSE ENCLOSURE ELEVATION
1/4" = 1'-0"

2 REFUSE ENCLOSURE ELEVATION
1/4" = 1'-0"



3 REFUSE ENCLOSURE BASE DETAIL
1" = 1'-0"

4 REFUSE ENCLOSURE ROOF EDGE DETAIL
1" = 1'-0"

5 PERSPECTIVE VIEW

REFUSE DETAILS

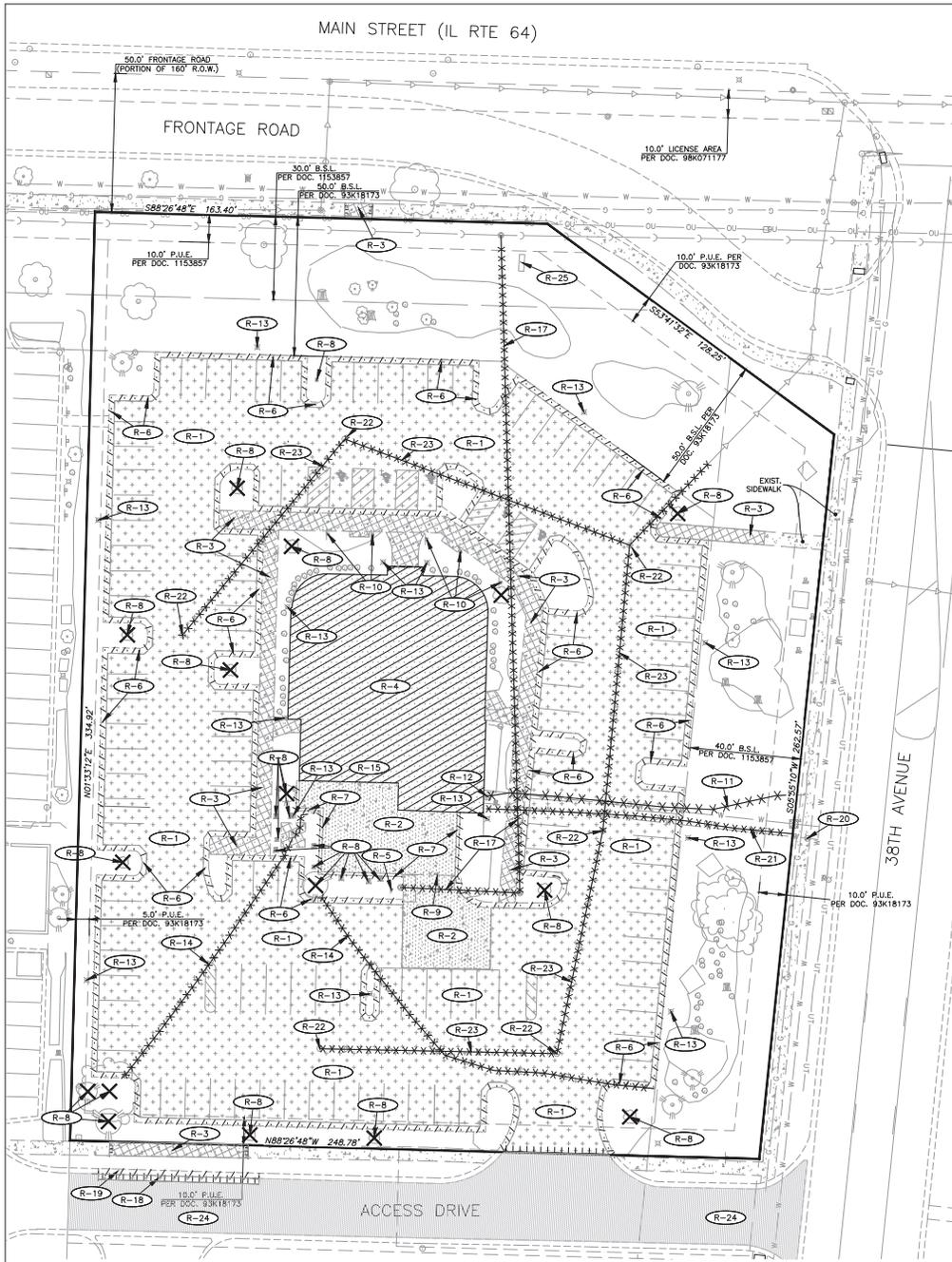
05570, ST. CHARLES FSU, 3795 E Main Street, St. Charles, IL 60174

08/01/2023

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TRAFFIC CONTROL NOTES:

- ALL APPLICABLE CITY PERMITS, INCLUDING BUT NOT LIMITED TO CLOSURE PERMITS, SHALL BE OBTAINED PRIOR TO ANY CONSTRUCTION WITHIN CITY ROW OR LANE CLOSURES.
- ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- PERMANENT SIGNING THAT CONVEYS A MESSAGE CONTRARY TO THE MESSAGE OF TEMPORARY SIGNING AND NOT APPLICABLE TO THE WORKING CONDITIONS SHALL BE COVERED BY THE CONTRACTOR WHEN DIRECTED BY THE CITY.
- THE CONTRACTOR SHALL COORDINATE HIS TRAFFIC CONTROL WITH OTHER CONSTRUCTION PROJECTS IN THE AREA.
- SIDEWALK CLOSED SIGNS REQUIRED FOR ALL SIDEWALK CLOSURES.
- THE CONTRACTOR IS CAUTIONED NEITHER TO OBSTRUCT NOR REMOVE ANY EXISTING PAVEMENT, NOR TO DISTURB THE EXISTING TRAFFIC PATTERNS MORE THAN IS NECESSARY FOR THE PROPER EXECUTION OF THE WORK.

STAGING NOTES:
(STAGING SUBJECT TO CHANGES PER SITE CONTRACTORS SCHEDULE AND METHODS OF OPERATION)

1. EROSION CONTROL MEASURES AND STOCKPILE STAGING
2. CONSTRUCTION ENTRANCE
3. PLAN REMOVALS
4. PROPOSED UNDERGROUND
5. GRADING
6. PAVING

DEMOLITION LEGEND

- TTTTTTTT INDICATES FULL DEPTH SAWCUT
- XXXXXX INDICATES CONC. SIDEWALK/PAVEMENT REMOVAL (FULL DEPTH)
- XXXXXX INDICATES BIT./ASPHALT REMOVAL (FULL DEPTH)
- XXXXXX INDICATES BUILDING & FOUNDATION REMOVAL
- (R-#) INDICATES MISC. REMOVAL ITEMS (SEE THIS SHEET FOR SIZE AND QUANTITY)
- XXXXXX INDICATES EXIST. CONCRETE CURB & GUTTER/WALL REMOVAL
- XXXXXX INDICATES UTILITIES/HANDRAIL TO BE REMOVED
- XXXXXX INDICATES TREE AND BRUSH REMOVAL (SEE LANDSCAPING PLANS FOR SIZE AND QUANTITY)
- INDICATES TREE AND BRUSH PROTECTION (SEE LANDSCAPING PLANS FOR SIZE AND QUANTITY)

PROJECT NOTES:

- LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES. IN ADDITION TO, NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL PERIMETER EROSION AND SEDIMENT CONTROL MEASURES HAVE BEEN INSTALLED (INCLUDING STORM WATER POLLUTION PREVENTION PLAN PER THE DEVELOPMENT CRITERIA) SEE SHEET C-302 FOR EROSION CONTROL MEASURES)
- ALL EXISTING UTILITIES TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL COORDINATE AND COMPLY WITH ALL UTILITY COMPANIES INVOLVED IN PROJECT AND PAY ALL REQUIRED FEES AND COSTS.
- ALL STRUCTURES & DEBRIS SHALL BE REMOVED PRIOR TO CONSTRUCTION & DISPOSED OF OFFSITE.
- ANY EXISTING FIELD DRAIN TILES ENCOUNTERED SHALL BE RECONNECTED OR CONNECTED TO THE NEAREST STORM SEWER.
- CONTRACTOR TO KEEP ACCESS DRIVE OPEN AT ALL TIMES WITH MINOR CLOSINGS ALLOWED FOR PAVING ACTIVITIES.
- THE CONTRACTOR IS CAUTIONED NEITHER TO OBSTRUCT NOR REMOVE ANY EXISTING PAVEMENT, NOR TO DISTURB THE EXISTING TRAFFIC PATTERNS MORE THAN IS NECESSARY FOR THE PROPER EXECUTION OF THE WORK.
- ALL BITUMINOUS PAVEMENT REMOVAL AREAS SHALL BE SAWCUT.
- CONTRACTOR SHALL INSTALL CONSTRUCTION FENCING AND SIGNAGE AROUND CONSTRUCTION BOUNDARIES TO PROTECT PEDESTRIANS.

REMOVAL TAGS

NUMBER	DESCRIPTION	REMARKS
R-1	BITUMINOUS PAVEMENT	REMOVE (FULL DEPTH)
R-2	CONCRETE PAVEMENT	REMOVE (FULL DEPTH)
R-3	CONCRETE SIDEWALK	REMOVE (FULL DEPTH)
R-4	BUILDING & FOUNDATION	REMOVE
R-5	MAILBOX	REMOVE
R-6	CONCRETE CURB & GUTTER	REMOVE
R-7	CONCRETE WALL	REMOVE
R-8	TREE/STUMP	REMOVE
R-9	WOOD FENCE	REMOVE
R-10	SIGN	REMOVE
R-11	GAS SERVICE LINE	REMOVE (LOCATION UNKNOWN)
R-12	GAS METER	REMOVE
R-13	LIGHT POLE & BASE	REMOVE
R-14	ELECTRIC SERVICE LINE	REMOVE (COORDINATE W/UTILITY COMPANY)
R-15	ELECTRIC METER	REMOVE (COORDINATE W/UTILITY COMPANY)
R-16	TRANSFORMER	REMOVE (COORDINATE W/UTILITY COMPANY)
R-17	SANITARY SERVICE & GREASE TRAP	REMOVE (LOCATION UNKNOWN)
R-18	BITUMINOUS PAVEMENT	REMOVE & REPLACE PER CITY STANDARDS
R-19	CURB AND GUTTER	REMOVE & REPLACE PER CITY STANDARDS
R-20	WATER SERVICE VALVE	REMOVE
R-21	WATER SERVICE LINE	CAP AT MAIN PER CITY STANDARDS
R-22	STORM SEWER STRUCTURE	REMOVE
R-23	STORM SEWER	REMOVE
R-24	BITUMINOUS PAVEMENT	MILL & OVERLAY
R-25	MONUMENT SIGN BASE	REMOVE



Chick-fil-A

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998



CHICK-FIL-A
ST. CHARLES (IL) FSU
3795 E. MAIN STREET
ST. CHARLES, IL 60174

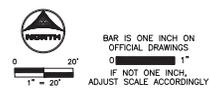
FSR# 05570

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

PRELIMINARY

ENGINEER'S PROJECT # 2362427
PRINTED FOR: PRELIMINARY
DATE: 06/22/2023
DRAWN BY: MRJ
CHECKED BY: JFV
SHEET
SITE DEMOLITION PLAN

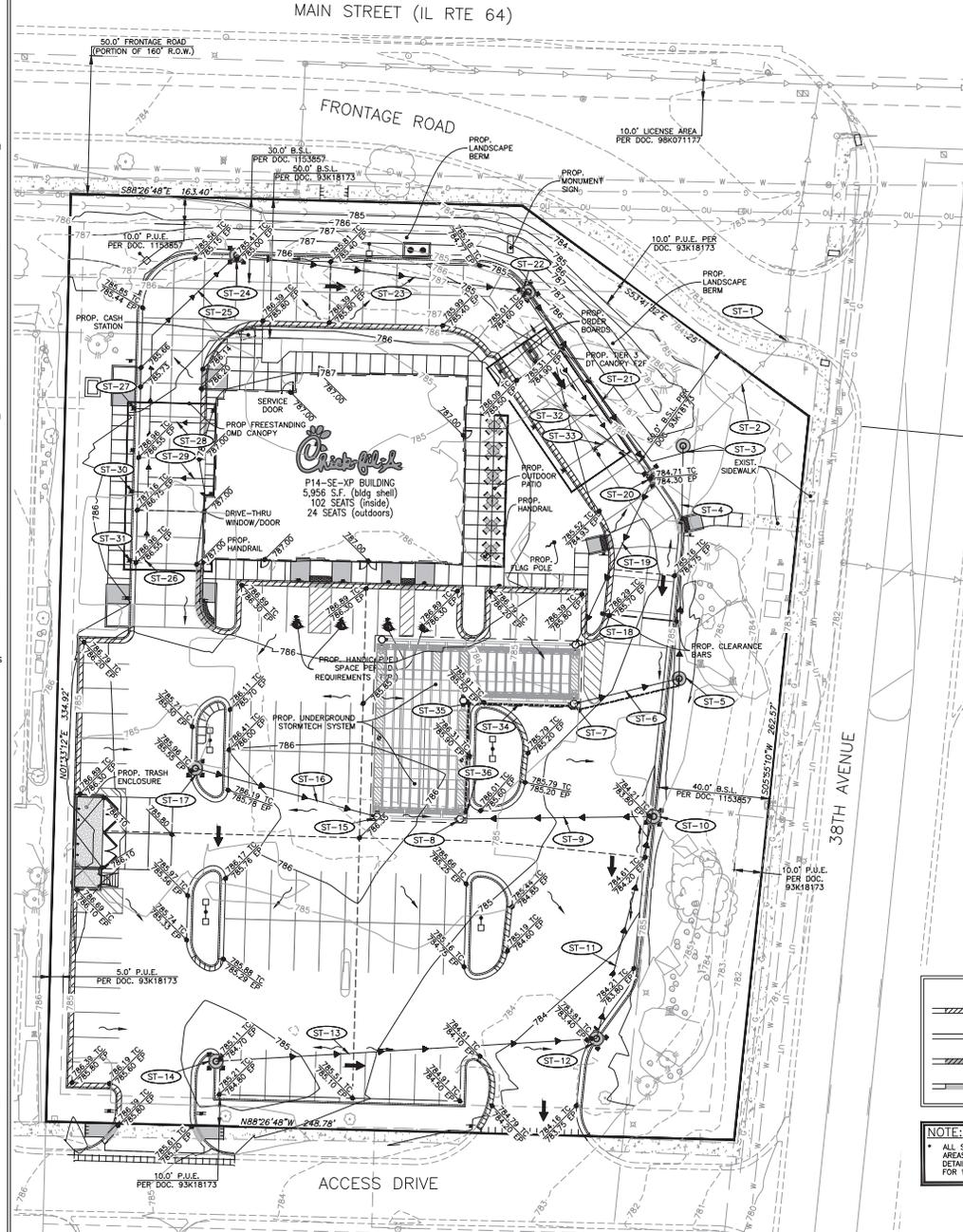


PRELIMINARY
NOT FOR CONSTRUCTION

SHEET NUMBER
C-1100

GRADING & DRAINAGE NOTES

- CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF SITE PLAN DOCUMENTS AND ARCHITECTURAL DESIGN FOR EXACT BUILDING UTILITY CONNECTION LOCATIONS, GRADE TRAP REQUIREMENTS, DOOR ACCESS, AND EXTERIOR GRADING. THE UTILITY SERVICE SIZES ARE TO BE DETERMINED BY THE ARCHITECT. THE CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES/SERVICES WITH THE INDIVIDUAL COMPANIES, TO AVOID CONFLICTS AND ENSURE PROPER DEPTHS ARE ACHIEVED. THE JURISDICTION UTILITY REQUIREMENTS SHALL ALSO BE MET, AS WELL AS COORDINATING THE UTILITY TIE-INS/CONNECTIONS PRIOR TO CONNECTING TO THE EXISTING UTILITY/SERVICE. WHERE CONFLICTS EXIST WITH THESE SITE PLANS, ENGINEER IS TO BE NOTIFIED PRIOR TO CONSTRUCTION TO RESOLVE SAME.
- SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND BACKFILL WITH SUITABLE MATERIALS AS SPECIFIED IN THE GEOTECHNICAL REPORT. ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED AS OUTLINED IN THE GEOTECHNICAL REPORT. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL BE SUBMITTED IN COMPACTOR REPORT PREPARED BY A QUALIFIED GEOTECHNICAL ENGINEER, REGISTERED WITH THE STATE WHERE THE WORK IS PERFORMED, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITHIN THE BUILDING FOOT AREA AND AREAS TO BE PAVED HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT. SUBGRADE MATERIAL FOR SIDEWALKS, CURB, OR ASPHALT SHALL BE FREE OF ORGANICS AND OTHER UNSUITABLE MATERIALS. SHOULD SUBGRADE BE DEEMED UNSUITABLE BY OWNER OR OWNER'S REPRESENTATIVE, SUBGRADE IS TO BE REMOVED AND FILLED WITH APPROVED FILL MATERIAL COMPACTED AS DIRECTED BY THE GEOTECHNICAL REPORT.
- ALL FILL, COMPACTED, AND BACKFILL MATERIALS REQUIRED FOR UTILITY INSTALLATION SHALL BE AS PER THE RECOMMENDATIONS PROVIDED IN THE GEOTECHNICAL REPORT AND SHALL BE COORDINATED WITH THE APPLICABLE CODES AND SPECIFICATIONS.
- THE CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST OSHA STANDARDS AND REGULATIONS, OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE "MEANS AND METHODS" REQUIRED TO MEET THE INTENT AND PERFORMANCE CRITERIA OF OSHA, AND ANY OTHER AGENCY THAT HAS JURISDICTION FOR EXCAVATION AND/OR TRENCHING PROCEDURES.
- PAVEMENT SHALL BE SAW CUT IN STRAIGHT LINES TO THE FULL DEPTH OF THE EXISTING PAVEMENT. ALL DEBRIS FROM REMOVAL OPERATIONS SHALL BE REMOVED FROM THE SITE AT THE TIME OF EXCAVATION. STOCKPILING OF DEBRIS WILL NOT BE PERMITTED.
- THE TOPS OF EXISTING MANHOLES, INLET STRUCTURES, AND SANITARY CLEANOUT TOPS SHALL BE ADJUSTED, IF REQUIRED, TO MATCH PROPOSED GRADES IN ACCORDANCE WITH ALL APPLICABLE STANDARDS.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF EXISTING TOPOGRAPHIC INFORMATION AND UTILITY INVERT ELEVATIONS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. CONTRACTOR TO ENSURE 0.75% MINIMUM SLOPE ALONG ALL ISLANDS, GUTTERS, AND CURBS; 1.0% ON ALL CONCRETE SURFACES; AND 1.5% MINIMUM ON ASPHALT, TO PREVENT PONDING. ANY DISCREPANCIES THAT MAY AFFECT THE PUBLIC SAFETY OR PROJECT COST MUST BE IDENTIFIED TO THE ENGINEER IN WRITING IMMEDIATELY. PROCEEDING WITH CONSTRUCTION WITHOUT NOTIFICATION IS DONE SO AT THE CONTRACTOR'S OWN RISK.
- PROPOSED TOP OF CURB ELEVATIONS ARE GENERALLY 6" ABOVE EXISTING LOCAL ASPHALT GRADE (UNLESS OTHERWISE NOTED). FIELD ADJUST TO CREATE A MINIMUM OF 0.75% GUTTER GRADE ALONG CURB FACE. ENGINEER TO APPROVE FINAL CURBING CUT SHEETS PRIOR TO INSTALLATION.
- IN CASE OF DISCREPANCIES BETWEEN PLANS OR RELATIVE TO OTHER PLANS, THE SITE PRECEDENCE SHALL BE AS FOLLOWS: IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY CONFLICTS.
- CONTRACTOR SHALL BE REQUIRED TO SECURE ALL NECESSARY PERMITS AND APPROVALS FOR ALL OFF-SITE MATERIAL SOURCES AND DISPOSAL FACILITIES. CONTRACTOR SHALL SUPPLY A COPY OF APPROVALS TO ENGINEER AND OWNER PRIOR TO INITIATING WORK.
- SITE GRADING SHALL NOT PROCEED UNTIL EROSION CONTROL MEASURES HAVE BEEN INSTALLED.
- SEE EROSION CONTROL PLAN FOR EROSION CONTROL MEASURES AND NOTES.
- ALL EXISTING STRUCTURES, UNLESS OTHERWISE NOTED TO REMAIN, FENCING, TREES, & ETC., WITHIN CONSTRUCTION AREA SHALL BE REMOVED & DISPOSED OF OFF SITE. NO ON SITE BURNING WILL BE ALLOWED.
- ALL DRAINAGE STRUCTURES SHALL BE PRE-CAST.
- ALL DRAINAGE STRUCTURES AND STORM SEWER PIPES SHALL MEET HEAVY DUTY TRAFFIC (H20) LOADING AND BE INSTALLED ACCORDINGLY.
- GENERAL CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES HAVING UNDERGROUND UTILITIES ON SITE OR IN RIGHT-OF-WAY PRIOR TO EXCAVATION. CONTRACTOR SHALL CONTACT UTILITY LOCATING COMPANY AND LOCATE ALL UTILITIES PRIOR TO GRADING START.
- NO PART OF THE PROPOSED PROJECT IS LOCATED WITHIN A FLOOD HAZARD AREA.
- SPOT ELEVATIONS SHOWN ARE @ EDGE OF PAVEMENT UNLESS OTHERWISE NOTED ON PLAN.
- ALL CONCRETE CURB & GUTTER SHALL BE TYPE B-6.18 CURB UNLESS OTHERWISE NOTED ON THE PLANS.
- ALL STORM SEWER JOINTS SHALL HAVE O-RING GASKETS.
- MATCH EXISTING GRADES AT PROPERTY LINES AND/OR CONSTRUCTION LIMITS.
- BACKFILL TO THE TOP OF CURBS.
- SITE SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
- ALL SIDEWALK CROSS SLOPES SHALL BE A MAXIMUM OF 1.5%.
- DESIGNATED HANDICAP PARKING AREAS SHALL BE GRADED TO A MAXIMUM OF 1.5%.
- SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING OF PAVEMENT.
- THE CONTRACTOR SHALL CONFINE HIS GRADING OPERATIONS TO WITHIN CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE CONTROL TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST.
- ALL FIELD TILES ENCOUNTERED SHALL BE REPLACED AND/OR CONNECTED TO THE STORM SEWER SYSTEM AND LOCATED AND IDENTIFIED ON THE RECORD PLANS BY THE CONTRACTOR.
- ALL STORM DRAINAGE CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE MOST CURRENT CITY OF ST. CHARLES STANDARDS AND SPECIFICATIONS.



GENERAL NOTES:

- ACCESSIBLE PARKING, RAMPS, AND SIGNAGE SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
- ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
- 1 WEEK PRIOR TO CONSTRUCTION WITHIN CITY OR STATE OR ANY CONNECTION TO PUBLIC SEWERS, CONTRACTOR SHALL NOTIFY THE APPROPRIATE CITY ENGINEERING DIVISION.
- CONTRACTOR TO VERIFY BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS. PLACE 3/4" INCH EXPANSION JOINT BETWEEN ALL P.C.C. PAVEMENT/ SIDEWALKS AND BUILDING. PLACE 1/2" INCH EXPANSION JOINT BETWEEN SIDEWALKS AND P.C.C. PAVEMENT. CUT/TRIM EXPANSION JOINTS TO BE FLUSH WITH SURFACE.
- ALL PROPERTY PINS SHALL BE PROTECTED FROM GRADING OR OTHER OPERATIONS. ANY PINS DISTURBED SHALL BE RESET AT THE CONTRACTOR'S EXPENSE.
- DO NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT-OF-WAY.
- THE CONTRACTOR SHALL NOT DISTURB DESIRABLE GRASS AREAS AND DESIRABLE TREES OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR SHALL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES AND EQUIPMENT OR USE THESE AREAS FOR STORAGE OR MATERIALS. STORAGE, PARKING AND SERVICE AREAS WILL BE SUBJECT TO THE APPROVAL OF THE OWNER.
- THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY AREAS OF PAVEMENT OR SIDEWALK NOT TO BE REPAVED THAT IS DAMAGED DUE TO OPERATING EQUIPMENT ON THE PAVEMENT OR SIDEWALK.
- THE CONTRACTOR MAY BE REQUIRED TO PLACE TEMPORARY WARNING DEVICES AND SAFETY FENCE AT CERTAIN LOCATIONS WHERE REPLACEMENT FEATURES ARE NOT INSTALLED THE SAME DAY, AS DIRECTED BY THE ENGINEER OR THE CITY.
- ALL CONSTRUCTION WITHIN PUBLIC ROW/EASEMENTS AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE CITY CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS AND LATEST EDITION OF IDOT DESIGN STANDARDS FOR THIS PROJECT.
- EXCAVATION SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT PREPARED FOR THIS PROJECT.
- CONTRACTOR TO GRADE 6" BELOW THE BACK OF CURB TO ALLOW FOR THE PLACEMENT OF TOPSOIL. MINIMUM 1" OF TOPSOIL SHALL BE PLACED IN ALL PLANTING BEDS AND ALL GRASSED AREAS. GRADED AREAS TO BE HELD DOWN TO THE APPROPRIATE ELEVATION TO ACCOUNT FOR TOPSOIL. SEE LANDSCAPE PLANS FOR DETAILS.

TRAFFIC CONTROL NOTES:

- ALL APPLICABLE CITY PERMITS, INCLUDING BUT NOT LIMITED TO CLOSURE PERMITS, SHALL BE OBTAINED PRIOR TO ANY CONSTRUCTION WITHIN CITY ROW OR LANE CLOSURES.
- ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- SIDEWALK CLOSED SIGNS REQUIRED FOR ALL SIDEWALK CLOSURES.
- THE CONTRACTOR IS CAUTIONED NEITHER TO OBSTRUCT NOR REMOVE ANY EXISTING PAVEMENT, NOR TO DISTURB THE EXISTING TRAFFIC PATTERNS MORE THAN IS NECESSARY FOR THE PROPER EXECUTION OF THE WORK.

STORM TAGS

- REFER TO SHEET PS-101 FOR TAG INFO

STORMTECH SYSTEM:

- SC-310 CHAMBERS: 103 EACH
- TOP STONE ELEV = 782.73
- TOP OF CHAMBER ELEV = 782.23
- BOTTOM OF CHAMBER ELEV: 780.90
- BOTTOM STONE ELEV: 780.40
- 4" UNDERDRAIN INV = 780.40

HATCH LEGEND

	DENOTES REVERSE (SPILLING) CURB & GUTTER		DENOTES AREA OF DEPRESSED SIDEWALK
	DENOTES CONCRETE CURB & GUTTER (CATCHING)		DENOTES EXISTING AND/OR PROPOSED SPOT ELEVATIONS.
	DENOTES AREA OF DEPRESSED SPILLING CURB & GUTTER		DENOTES PROPOSED DRAINAGE DIRECTION ARROW.
	DENOTES AREA OF DEPRESSED CATCHING CURB & GUTTER		DENOTES PROPOSED OVERFLOW DIRECTION ARROW.

NOTE:
ALL STORM STRUCTURES WITHIN PAVED AREAS REQUIRE WEEP HOLES. SEE DETAILS 40 & 40A ON SHEET C-403 FOR WEEP HOLE DETAILS.



BAR IS ONE INCH ON OFFICIAL DRAWINGS
IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY

PRELIMINARY
NOT FOR CONSTRUCTION



CHICK-FIL-A
ST. CHARLES (IL) FSU
3795 E. MAIN STREET
ST. CHARLES, IL 60174

FSR# 05570

REVISION SCHEDULE	NO.	DATE	DESCRIPTION

PRELIMINARY

ENGINEER'S PROJECT # 2362427
PRINTED FOR: PRELIMINARY
DATE: 06/22/2023
DRAWN BY: MRU
CHECKED BY: JFV
SHEET
GRADING PLAN

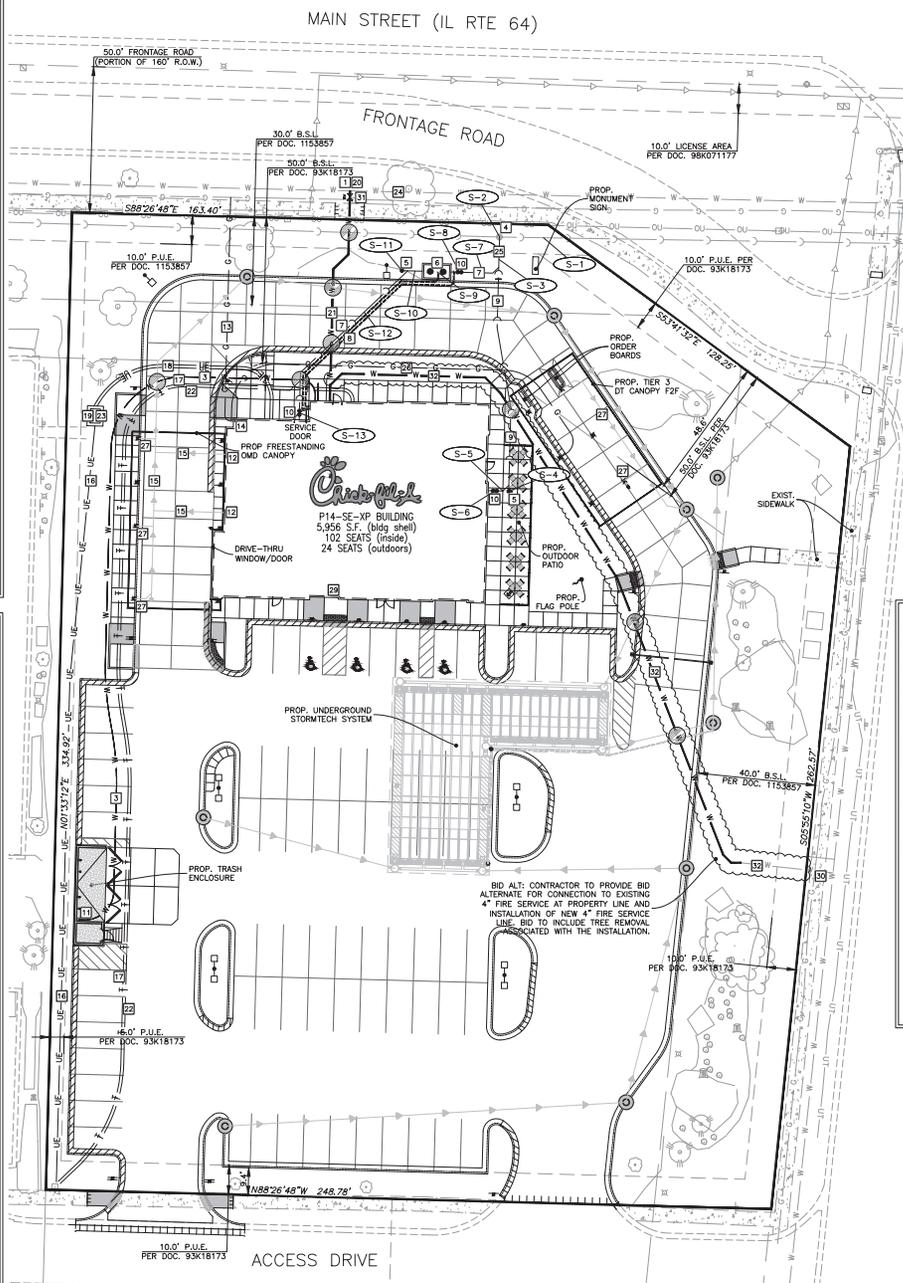
SHEET NUMBER
C-300

LAYOUT NOTES

1. PAY CONNECTION FEES FOR 2" DOMESTIC / 6" FIRE WATER SERVICE AND METER. DOMESTIC SERVICE TO SPLIT OFF FIRE SERVICE INTERNAL TO BUILDING.
2. 1.5" COPPER (TYPE K) IRRIGATION LINE TO HAVE SEPARATE METER LOCATION INTERNAL TO THE BUILDING. MAINTAIN MIN. 5.5' COVER.
3. 3/4" CW TO DUMPSTER POST HYDRANT (TYPE K COPPER). MAINTAIN MIN. 5.5' COVER.
4. CONNECTION TO EXIST. SANITARY MANHOLE. CONTRACTOR TO VERIFY INVERTS AT MANHOLE PRIOR TO ORDERING STRUCTURES. SEE SANITARY TAGS FOR INFO.
5. 4" OR 6" CLEAN OUT (SEE DETAIL). CLEANOUT SHALL BE FLUSH W/ PAVEMENT & INSTALLED UNDER A PROTECTIVE METAL BOX COVER SIMILAR TO A METER PIT COVER WITH A TRAFFIC BEARING LID.
6. PRECAST 1000 GAL. CAPACITY GREASE TRAP. PLUMBING CONTRACTOR TO COORDINATE WITH BUILDING CONTRACTOR. TOP OF MANHOLE GRADE TO BE 0.2' BELOW FRESH GRADE AND MATCH SIDEWALK GRADES WHERE REQUIRED. VERIFY GREASE TRAP MEETS CITY/COUNTY SPECIFICATIONS PRIOR TO INSTALLATION. REFER TO PLUMBING PLAN, SHEET 10-101.
7. 4" KITCHEN WASTE LINE (SEE SANITARY TAGS FOR INFO)
8. 3" VENT LINE. CONNECT TO GREASE INTERCEPTOR. (SEE SHEET P-101 FOR LOCATION)
9. 4" RESTROOM WASTE LINE (SEE SANITARY TAGS FOR INFO)
10. 4" OR 6" TWO-WAY CLEAN OUT (REFER TO PLUMBING PLANS)(SEE DETAIL 37A-433)
11. DUMPSTER POST HYDRANT. REFER TO THE FIXTURE CONNECTION SCHEDULE (P-303) DEPICTED ON THE PROJECT PLUMBING PLANS.
12. DOWNSPOUT FOR ROOF DRAINAGE (REFER TO ARCHITECTURAL PLANS)
13. PROPOSED GAS SERVICE (SEE NOTE 19)
14. COORDINATE GAS METER INSTALLATION WITH GAS COMPANY.
15. 8" PVC SDR 26 ROOF DRAIN PIPE SYSTEM (CONNECT TO SITE STORM DRAIN)
16. UNDERGROUND PRIMARY ELECTRIC SERVICE. (SEE NOTE 21)
17. UNDERGROUND PRIMARY TELEPHONE SERVICE. (SEE NOTE 20)
18. UNDERGROUND SECONDARY ELECTRIC SERVICE TO BUILDING. (SEE NOTE 21)
19. PROPOSED PAD MOUNTED TRANSFORMER PER ELECTRIC COMPANY STANDARDS. SEE SERVICE UTILITY NOTES, THIS SHEET.
20. 7/8" 6" FIRE SERVICE CONNECTION. CONNECT TO EXISTING WATER MAIN. CONTRACTOR TO VERIFY LOCATION, DEPTH, AND SIZE OF THE EXISTING WATER MAIN PRIOR TO ORDERING MATERIALS. NOTIFY ENGINEER WITH ANY DISCREPANCIES.
21. 4" DUCTILE IRON PIPE - FIRE SERVICE. MAINTAIN MIN. 5.5' COVER.
22. UNDERGROUND ISP SERVICE (SEE NOTE 22)
23. INSTALL TRANSFORMER PAD (SEE NOTE 21)
24. EXISTING 12" WATER MAIN. CONTRACTOR TO VERIFY LOCATION, DEPTH, AND SIZE OF EXISTING WATER MAIN PRIOR TO ORDERING MATERIALS.
25. 4" PVC SDR 26 - SANITARY SERVICE PIPE
26. 1.5" GAS SERVICE LINE TO DRIVE-THRU CANOPY
27. 8" PVC SDR 36 CANOPY DRAIN SYSTEM (CONNECT TO SITE STORM DRAIN)
28. EXISTING FIRE HYDRANT (TO BE REUSED)
29. FIRE DEPARTMENT CONNECTION
30. EXISTING 4" WATER SERVICE. CONTRACTOR TO VERIFY LOCATION, DEPTH, AND SIZE OF EXISTING WATER SERVICE PRIOR TO ORDERING MATERIALS.
31. 4" VALVE & VALVE BOX
32. ALTERNATE - 4" DUCTILE IRON PIPE - FIRE SERVICE. MAINTAIN MIN. 5.5' COVER.

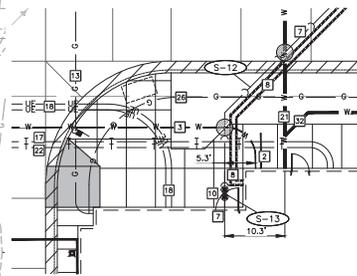
UTILITY NOTES

1. REFER TO MECHANICAL, ELECTRICAL AND PLUMBING PLANS FOR DUTY SERVICE SIZES AND EXACT LOCATIONS. CONTRACTOR TO CONFIRM SIZES OF ALL SERVICES PRIOR TO INSTALLATION. REFER TO ELECTRICAL PLANS FOR ELECTRIC AND TELEPHONE SERVICE CONSTRUCTION DETAILS. REFER TO MECHANICAL PLANS FOR GAS SERVICE CONSTRUCTION DETAILS.
2. FIELD VERIFY ELEVATIONS AND LOCATIONS OF ALL CONNECTIONS TO EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
3. PROVIDE TEMPORARY SUPPORT FOR EXISTING UTILITY LINES THAT ARE ENCOUNTED DURING CONSTRUCTION UNTIL BACKFILLING IS COMPLETE.
4. MAINTAIN A MINIMUM OF 5.5' COVER OVER ALL WATER MAINS.
5. MAINTAIN A MINIMUM 4.5' COVER OVER ALL SANITARY SEWER.
6. ADJUST ALL MANHOLES AND FRAMES TO FINISHED GRADES.
7. ALL SANITARY SEWER AND WATER SERVICES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF ST. CHARLES.
8. 18" MINIMUM VERTICAL CLEARANCE BETWEEN SANITARY/STORM SEWER AND WATER MAIN. (PER IEPA STANDARDS).
9. MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND PUBLIC WATER MAINS.
10. WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES, UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS. THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATIONS AND TO AVOID DAMAGE THEREOF. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK. THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY CALL DIAL AT 1-800-892-0123 AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
11. LOCATION OF SITE UTILITIES SHALL BE VERIFIED WITH PROPER UTILITY COMPANY PROVIDING SERVICE.
12. ALL WATER AND SANITARY LEADS TO BUILDING SHALL END 5' OUTSIDE THE BUILDING LIMITS AS SHOWN ON PLAN AND SHALL BE PROVIDED WITH A TEMPORARY PLUG AT END.
13. SEE SITE SPECIFICATIONS "UNDERGROUND UTILITIES" FOR BACKFILLING AND COMPACTION REQUIREMENTS.
14. GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR ALL TAP AND TIE ON FEES REQUIRED, AS WELL AS COST OF UNDERGROUND SERVICE CONNECTIONS TO THE BUILDING.
15. ELECTRICAL SERVICE TO PAD MOUNTED TRANSFORMER SHALL BE RUN UNDERGROUND, FROM ROAD RIGHT-OF-WAY TO TRANSFORMER LOCATION, ASSOCIATED COST BY GENERAL CONTRACTOR.
16. ALL EXISTING UTILITIES TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
17. FOR EXACT LIGHT POLE LOCATIONS SEE PHOTOMETRICS PLAN.
18. MATERIAL PERMITTED FOR USE AS SANITARY SEWER PIPES SHALL BE SDR 26 FOR 4" & 6".
19. NICOR GAS WILL FURNISH AND INSTALL THE GAS MAINS AND GAS SERVICE UP TO AND INCLUDING THE METER. IF PAVING IS COMPLETE PRIOR TO GAS SERVICE INSTALLATION, CONTRACTOR TO PROVIDE (1) 4" SCHEDULE 40 PVC CONDUIT UNDER PAVED AREAS.
20. CONTRACTOR TO FURNISH AND INSTALL (2) 4" SCHEDULE 40 PVC CONDUITS FOR TELEPHONE SERVICE FROM RIGHT-OF-WAY TO BUILDING. AT&T TO SUPPLY, PROVIDE AND INSTALL PRIMARY TELEPHONE SERVICE. CONDUITS TO BE INSTALLED A MINIMUM 24" BELOW FINISHED GRADE.
21. CONTRACTOR TO FURNISH AND INSTALL (2) 4" SCHEDULE 40 PVC CONDUITS WITH PULL WIRE FOR PRIMARY ELECTRIC SERVICE. COME TO PROVIDE AND INSTALL PRIMARY ELECTRIC SERVICE. CONTRACTOR TO FURNISH AND INSTALL (4) 4" SCHEDULE 40 PVC CONDUITS WITH PULL WIRE FOR SECONDARY ELECTRIC SERVICE. CONDUITS SHALL HAVE A MINIMUM OF 36" OF COVER. CONTRACTOR TO PROVIDE AND INSTALL TRANSFORMER PAD IN ACCORDANCE WITH COMED SPECIFICATIONS AND REQUIREMENTS. TRANSFORMER PAD SHALL BE INSTALLED TO FINAL GRADE AND LEVELED. CONTRACTOR TO PROVIDE AND INSTALL SECONDARY CONDUCTORS IN ACCORDANCE WITH COMED SPECIFICATIONS AND REQUIREMENTS.
22. CONTRACTOR TO FURNISH AND INSTALL (1) 3" SCHEDULE 40 PVC CONDUIT WITH PULL STRIP FOR ISP SERVICE FROM RIGHT-OF-WAY TO BUILDING. AT&T TO SUPPLY, PROVIDE AND INSTALL ISP SERVICE. CONDUIT TO BE INSTALLED MINIMUM 24" BELOW FINISHED GRADE.
23. ALL SANITARY SEWER CONSTRUCTION SHALL MEET THE REQUIREMENTS OF THE CITY OF ST. CHARLES.
24. ALL CONNECTIONS TO PUBLIC SANITARY SEWERS SHALL BE CORE DRILLED.



S-S SANITARY SEWER TAGS
 • REFER TO SHEET PS-101 FOR TAG INFO

A CONFLICT TAGS
 • REFER TO SHEET PS-101 FOR TAG INFO



WATER SERVICE NOTES:

- THRUST BLOCKS SHALL BE PROVIDED AT ALL BENDS, TEES, AND FIRE HYDRANTS.
- ALL FIRE HYDRANTS SHALL BE PROVIDED WITH AN APPROVED AUXILIARY GATE VALVE.
- ALL WATER MAINS SHALL BE HYDROSTATICALLY TESTED AND DISINFECTED BEFORE ACCEPTANCE. SEE SITE WORK SPECIFICATIONS.
- ALL TRENCHING, PIPE LAYING, AND BACKFILLING SHALL BE IN ACCORDANCE WITH FEDERAL OSHA REGULATIONS.
- GENERAL CONTRACTOR SHALL HAVE APPROVAL OF ALL GOVERNING AGENCIES HAVING JURISDICTION OVER THIS SYSTEM PRIOR TO INSTALLATION.
- ALL 6" DIAMETER WATER SERVICE PIPE SHALL BE DUCTILE IRON.
- ALL 2" DIAMETER AND SMALLER WATER SERVICE PIPE SHALL BE TYPE K COPPER.
- THE COMMON WATER SERVICE DESIGN MUST ACCOMMODATE THE STRICTER REQUIREMENTS FOR COMPOSITION OF THRUST BLOCKS. THE THRUST BLOCKS ARE TO BE MADE OF CONCRETE MIX NOT LEANER THAN 1 PART CEMENT, 2-1/2 PART SAND, AND 5 PARTS STONE.
- THE COMMON WATER SERVICE DESIGN MUST ACCOMMODATE THE STRICTER REQUIREMENTS FOR COMPOSITION OF THRUST BLOCKS. THE THRUST BLOCKS ARE TO BE MADE OF CONCRETE MIX NOT LEANER THAN 1 PART CEMENT, 2-1/2 PARTS SAND, AND 5 PARTS STONE.
- THE FOLLOWING INSPECTIONS AND TESTING SHALL OCCUR FOR THE UNDERGROUND PIPING. THE LOCAL OFFICIAL SHALL HAVE A MINIMUM OF 48 HOURS NOTICE OF THE TEST. THEY SHALL INCLUDE BUT ARE NOT LIMITED TO:
 - ** UNDERGROUND PIPING, THRUST BLOCKS, AND RESTRAINTS SHALL BE VISUAL INSPECTED PRIOR TO BEING COVERED. THE LOCAL AHJ SHALL BE CONSULTED ON WHAT RELEVANT DEPARTMENT SHALL COMPLETE THE INSPECTION. A COPY OF THE INSPECTION SHALL BE PROVIDED TO THE LOCAL FIRE OFFICIAL PRIOR TO THE FLUSHING AND HYDROSTATIC TEST.
 - ** UNDERGROUND FLUSHING TO BE COMPLETED BEFORE THE FIRE SERVICE MAIN BACKFLOW ASSEMBLY IS INSTALLED AND PUT INTO SERVICE. THE UNDERGROUND PIPING FLUSHING FLOW RATE SHALL BE NOT LESS THAN ONE OF THE OPTIONS LISTED IN NFPA 24. A COPY OF THE TESTING DOCUMENTS IS TO BE PRESENTED TO THE LOCAL FIRE OFFICIAL AT THE COMPLETION OF THE TEST.
 - ** UNDERGROUND HYDROSTATIC TO BE COMPLETED PRIOR TO THE FIRE SERVICE MAIN BEING COVERED. THE PIPING SHALL BE HYDROSTATICALLY TESTED AT 200 PSI AND SHALL MAINTAIN THAT PRESSURE WITHOUT LOSS FOR 2 HOURS.

MISCELLANEOUS NOTES:

- ALL BUILDING UTILITY SERVICE LOCATIONS TO BE VERIFIED W/ ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION.
- FOR EXACT LIGHT POLE LOCATIONS SEE PHOTOMETRICS PLAN.
- AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC R.O.W./ EASEMENTS AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, THE CONTRACTOR SHALL CONTACT THE CITY TO OBTAIN AVOIDANCE DOT PERMITS.



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CHICK-FIL-A
 ST. CHARLES (IL) FSU
 3795 E. MAIN STREET
 ST. CHARLES, IL 60174

FSR# 05570

REVISION	NO.	DATE	DESCRIPTION

PRELIMINARY

ENGINEER'S PROJECT # 2302427
 PRINTED FOR PRELIMINARY
 DATE 06/22/2023
 DRAWN BY: MRJ
 CHECKED BY: JFV
 SHEET PLUMBING SITE PLAN
 SHEET NUMBER PS-100

ST-# STORM TAGS			
ST-1	EXIST. STM CB (CURB LID) RIM = 782.56 INV = 779.48 N 12" RCP INV = 779.48 SW 12" RCP	ST-12	STM SWR CB 4' DIA., R-3235 TY A GRATE T/C = 783.81 INV = 781.55 N 12" RCP INV = 781.55 W 12" RCP
ST-2	EXIST. 50 LIN FT SS RCP, 12" Ø 0.88%	ST-13	135 LIN FT SS RCP, 12" Ø 0.44%
ST-3	STM SWR MH 4' DIA., R-1713 CL RIM = 785.00 INV = 779.92 NE 12" RCP (EXIST.) INV = 780.00 S 12" ADS (CONSTRUCT OVER EXIST. STORM SEWER. CONTRACTOR TO FIELD VERIFY EXIST. INVERTS & PIPE SIZES PRIOR TO ORDERING STRUCTURES. NOTIFY ENGINEER WITH ANY DISCREPANCIES.)	ST-14	STM SWR CB 2' DIA., R-3235 TY A GRATE T/C = 785.11 INV = 782.15 E 12" RCP
ST-4	80 LIN FT SS ADS N-12 WT, 12" Ø 0.50%	ST-15	NYLOPLAST 30" DIA. DRAIN BASIN, H-20 SOLID GRATE RIM = 786.25 INV = 780.90 N 12" INV = 780.90 E 8" INV = 780.90 W 12"
ST-5	STM SWR MH 5' DIA., R-1713 CL (RESTRICTOR STRUCTURE) RIM = 785.00 WEIR WALL INV = 782.73 ORIFICE INV = 780.40 INV = 780.40 N 12" RCP INV = 780.40 S 4" PVC INV = 780.40 W 12" ADS	ST-16	66 LIN FT SS ADS N-12 WT, 12" Ø 0.45%
ST-6	36 LIN FT SS ADS N-12 WT, 12" Ø 1.39%	ST-17	STM SWR CB 2' DIA., R-3235 TY A GRATE T/C = 785.96 INV = 781.20 E 12" ADS
ST-7	NYLOPLAST 30" DIA. DRAIN BASIN, H-20 SOLID GRATE RIM = 785.15 INV = 780.90 N 12" INV = 780.90 W 8" INV = 780.90 E 12"	ST-18	NYLOPLAST 30" DIA. DRAIN BASIN, H-20 SOLID GRATE RIM = 785.55 INV = 780.90 S 12" INV = 780.90 W 8" INV = 780.90 W 8" INV = 780.90 N 12"
ST-8	NYLOPLAST 50" DIA. DRAIN BASIN, H-20 SOLID GRATE RIM = 785.70 INV = 780.90 N 12" INV = 780.90 W 8" INV = 780.90 E 12"	ST-19	64 LIN FT SS ADS N-12 WT, 12" Ø 0.47%
ST-9	67 LIN FT SS ADS N-12 WT, 12" Ø 0.44%	ST-20	STM SWR CB 4' DIA., R-3235 TY A GRATE T/C = 784.71 INV = 781.20 S 15" RCP INV = 781.20 W 6" PVC INV = 781.20 NW 12" RCP
ST-10	STM SWR CB 4' DIA., R-3235 TY A GRATE T/C = 784.21 INV = 781.20 W 12" ADS INV = 781.20 S 12" RCP	ST-21	77 LIN FT SS RCP, 12" Ø 0.52%
ST-11	79 LIN FT SS RCP, 12" Ø 0.44%	ST-22	STM SWR CB 4' DIA., R-3235 TY A GRATE T/C = 785.01 INV = 781.60 SE 12" RCP INV = 781.60 W 12" RCP
		ST-23	104 LIN FT SS RCP, 12" Ø 0.48%

NOTE:
* ALL STORM STRUCTURES WITHIN PAVED AREAS REQUIRE WEEP HOLES. SEE DETAILS S1 & S2 ON SHEET C-404 FOR WEEP HOLE DETAILS.

S-# SANITARY SEWER TAGS	
S-1	EXIST. SAN SWR MAIN, 10" VCP Ø 0.28% (ASSUMED)
S-2	EXIST. SAN MH EXIST. RIM = 784.56 INV = 775.26 E 10" VCP INV = 775.26 W 10" VCP INV = 775.81 S 6" PVC (REMOVE PIPE & REUSE INV) (CONTRACTOR TO FIELD VERIFY INVERT & PIPE SIZES AT MANHOLE PRIOR TO ORDERING MATERIAL. NOTIFY ENGINEER W/ ANY DISCREPANCIES.)
S-3	13 LIN FT SAN SERVICE, 6" PVC SCHEDULE 40 (7 LF SERVICE RISER Ø 1:1 SLOPE; 6 LF Ø 2.08%) CONNECTION TO EXIST. SAN SEWER STUB INV Ø TOP OF RISER = +/- 780.81 8"x6" REDUCER INV Ø REDUCER = +/- 780.93 73 LIN FT SAN SERVICE, 4" PVC SCHEDULE 40 Ø 2.66%
S-4	CLEANOUT (SEE DETAIL) RIM = 786.80 INV = 782.87
S-5	8 LIN FT SAN SERVICE, 4" PVC SCHEDULE 40 Ø 2.12% INV Ø S-3 = 782.83 INV Ø BLDG = 783.00 (VERIFY WITH ARCHITECT/PLANS)
S-6	TWO-WAY CLEAN OUT (SEE DETAIL) RIM = 786.90 INV = +/- 782.96
S-7	17 LIN FT SAN SERVICE, 4" PVC SCHEDULE 40 Ø 2.76% INV Ø S-3 = +/- 780.85
S-8	TWO-WAY CLEAN OUT (SEE DETAIL) RIM = 785.70 INV = +/- 781.25
S-9	GREASE TRAP (1,500 GAL.) SEE BUILDING PLUMBING PLAN FOR DETAILS RIM(S) = 785.80 W, 785.80 E INV = 781.49 (INLET) INV = 781.32 (OUTLET)
S-10	7 LIN FT SAN SERVICE, 4" PVC SCHEDULE 40 Ø 2.14%
S-11	CLEANOUT (SEE DETAIL) RIM = 785.90 INV = 781.64
S-12	67 LIN FT SAN SERVICE, 4" PVC SCHEDULE 40 Ø 2.08% INV Ø S-10 = 781.60 INV Ø BLDG = 783.00 (VERIFY WITH ARCHITECT/PLANS)
S-13	TWO-WAY CLEAN OUT (SEE DETAIL) RIM = 786.95 INV = +/- 782.94

A CONFLICT TAGS
• OMITTED FOR THIS SUBMITAL



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Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998



CHICK-FIL-A
ST. CHARLES (IL) FSU
3795 E. MAIN STREET
ST. CHARLES, IL 60174

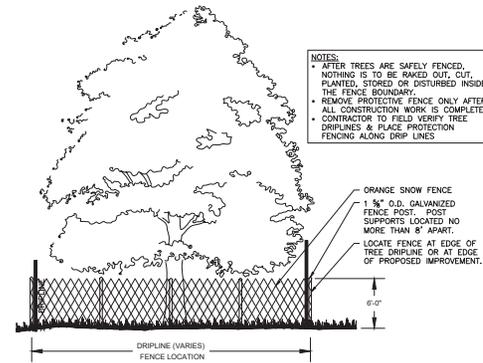
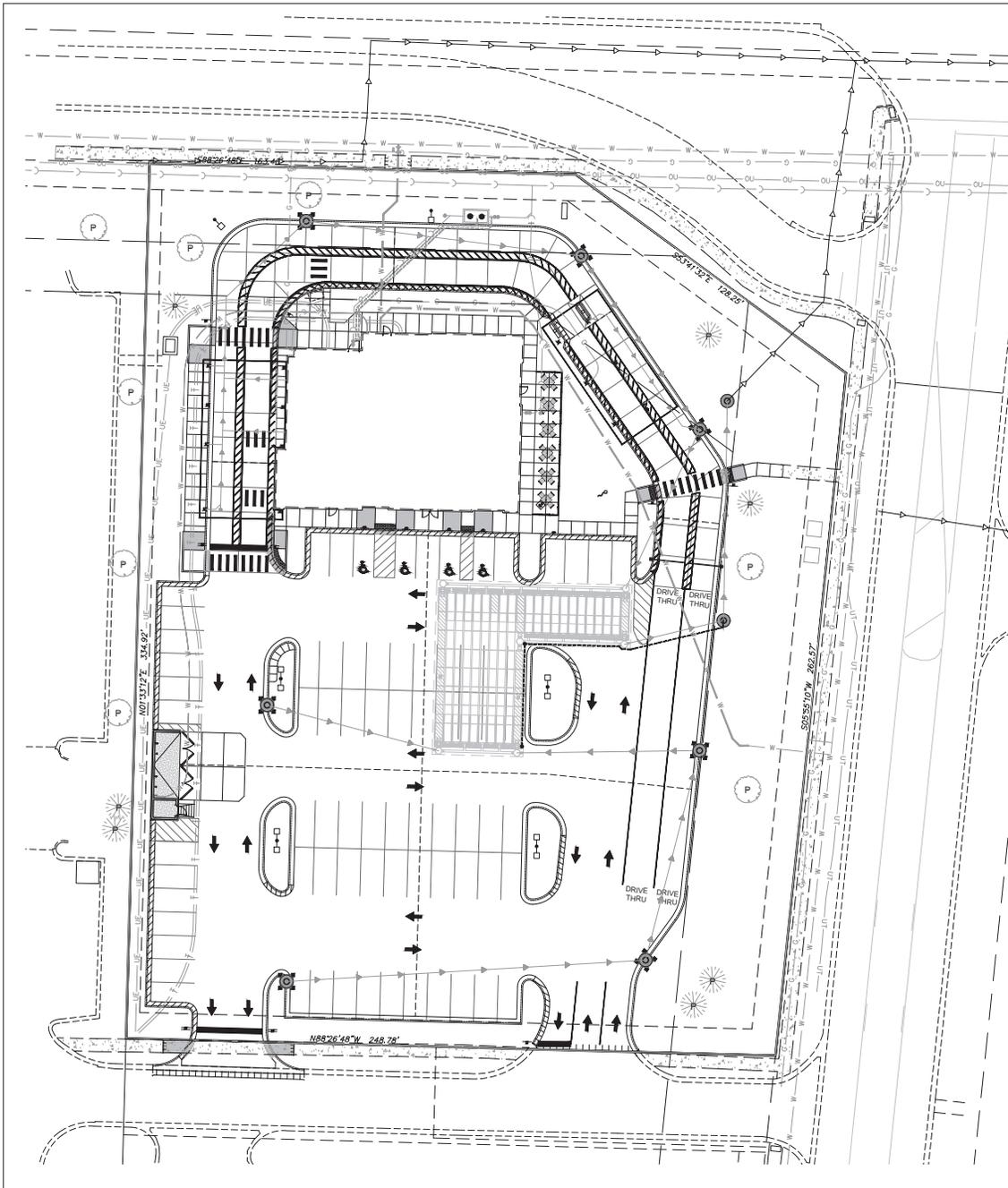
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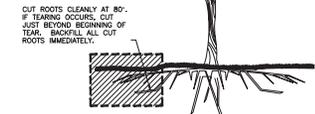
ENGINEER'S PROJECT # 2362427
PRINTED FOR PRELIMINARY
DATE 06/22/2023
DRAWN BY: MRJ
CHECKED BY: JFV
UTILITY TAGS

SHEET NUMBER
PS-101



NOTES:
 • AFTER TREES ARE SAFELY FENCED, NOTHING IS TO BE RAKED OUT, CUT, PLANTED, STORED OR DISTURBED INSIDE THE FENCE BOUNDARY.
 • REMOVE PROTECTIVE FENCE ONLY AFTER ALL CONSTRUCTION WORK IS COMPLETE.
 • CONTRACTOR TO FIELD VERIFY TREE DRIPLENES & PLACE PROTECTION FENCING ALONG DRIP LINES

1 TYP. TREE PROTECTION SNOW FENCE DETAIL
 SCALE: NTS



2 TYP. ROOT PRUNING DETAIL
 SCALE: NTS

TREE PROTECTION KEY

(P) EXISTING TREE TO BE PRESERVED

TOTAL QUANTITIES (IN VICINITY OF DISTURBANCE AND PROPOSED IMPROVEMENTS)
 EXIST. TREES TO BE PRESERVED 14

GENERAL NOTES

1. THE INTENT IS TO KEEP THE EXISTING TREES TO BE PRESERVED IN TACT THROUGHOUT THE DURATION OF CONSTRUCTION ON-SITE. IF THE TREES ARE DAMAGED DURING CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR REPLACING PER THE MUNICIPALITY'S ORDINANCE.
2. CONTRACTOR IS RESPONSIBLE FOR THE HAUL-OFF OF ALL TREES AND OTHER VEGETATION TO BE REMOVED.



BAR IS ONE INCH ON OFFICIAL DRAWINGS
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 30349-2998



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 ST. CHARLES (IL) FSU
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REVISION	SCHEDULE NO.	DATE	DESCRIPTION

PRELIMINARY

ENGINEER'S PROJECT # 2302427
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DATE 06/23/2023

DRAWN BY: LRJC
 CHECKED BY: JFR

SHEET TREE PRESERVATION PLAN

SHEET NUMBER L-100



Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998



CHICK-FIL-A
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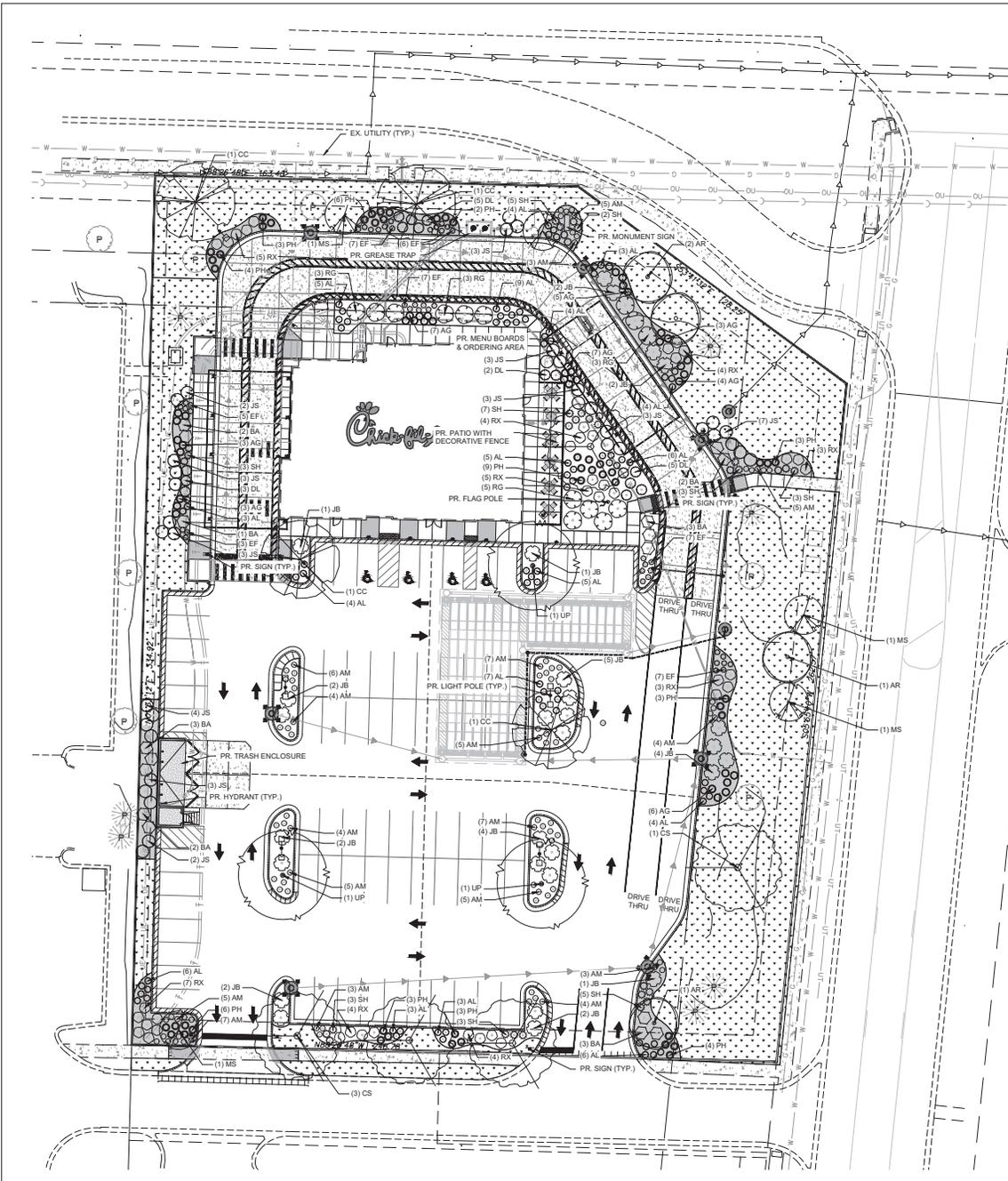
IF ANY CHANGES ARE MADE TO THIS DRAWING, REFER TO THE REVISIONS SECTION FOR A LIST OF CHANGES.

IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY

SHEET LANDSCAPE PLAN

SHEET NUMBER

L-101



GROUNDCOVER LEGEND

SYMBOL	DESCRIPTION	AREA
	SOD TURF	19,766 SF
	SHREDDED WOOD MULCH	3,865 SF
	DECORATIVE ROCK	4,786 SF
	EXISTING TREE TO BE PRESERVED	

PLANT SCHEDULE

DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
	CS	5	CATALPA SPECIOSA / NORTHERN CATALPA	2" CAL
	CC	4	CELTIS OCCIDENTALIS 'CHICAGOLAND' / CHICAGOLAND HACKBERRY	2" CAL
	UP	3	ULMUS X 'MORTON GLOSSY' / TRIUMPH™ ELM	2" CAL
ORNAMENTAL TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
	AR	4	ACER GINNALA 'RED WINGS' / RED WING AMUR MAPLE	1.5" CAL
	MS	5	MALUS X 'SCHMIDTOUTLEAF' / GOLDEN RAINDROPS™ CRABAPPLE	1.5" CAL
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
	BA	16	BERBERIS THUNBERGII 'AUREA NANA' / GOLDEN DWARF JAPANESE BARBERY	5 GAL
	DL	15	DIERVILLA LONICERA / DWARF BUSH HONEYSUCKLE	5 GAL
	RG	14	RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC	5 GAL
	RX	39	ROSA X 'RUIRD091A' / NITTY GRITTY™ PEACH ROSE	5 GAL
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
	JS	36	JUNIPERUS CHINENSIS 'SPARTAN' / SPARTAN JUNIPER	5 GAL
	JB	28	JUNIPERUS HORIZONTALIS 'BLUE CHIP' / BLUE CHIP CREEPING JUNIPER	5 GAL
GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
	AG	41	ANDROPOGON GERARDII / BIG BLUESTEM	1 GAL
	PH	47	PANICUM VIRGATUM 'HEAVY METAL' / HEAVY METAL SWITCH GRASS	1 GAL
	SH	33	SPOROBOLUS HETEROLEPIS / PRAIRIE DROPS EED	1 GAL
PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
	AM	63	ACHILLEA X 'MOONSHINE' / MOONSHINE YARROW	1 GAL
	AL	81	AMORPHA CANESCENS / LEADPLANT	1 GAL
	EF	42	ECHINACEA PURPUREA 'FATAL ATTRACTION' / FATAL ATTRACTION CONEFLOWER	1 GAL

SITE CALCULATIONS

LANDSCAPE REQUIREMENTS

LANDSCAPE AREA
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 WALL, ORNAMENTAL FENCING, OR SCULPTURED BERMING.

AREA/MATERIAL	ORDINANCE	REQUIRED	PROVIDED
494 LF	40% OF LF	196 LF	256 LF

LANDSCAPE AREA

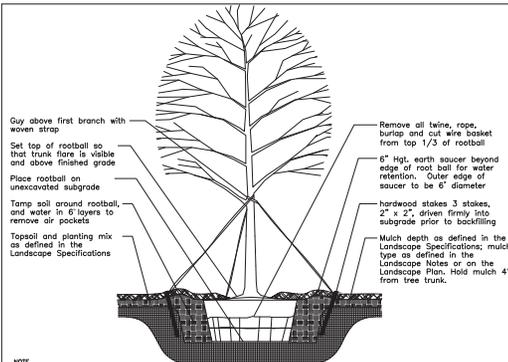
ONE SHADE, ORNAMENTAL, OR EVERGREEN TREE IS REQUIRED EVERY 50 LINEAL FEET OF PUBLIC STREET FRONTAGE.

AREA/MATERIAL	ORDINANCE	REQUIRED	PROVIDED
494 LF	1 TREE/50 LF	10	14



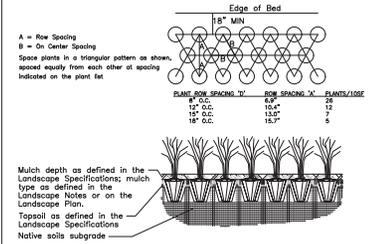
BAR IS ONE INCH ON OFFICIAL DRAWINGS
IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY

PRELIMINARY
NOT FOR CONSTRUCTION



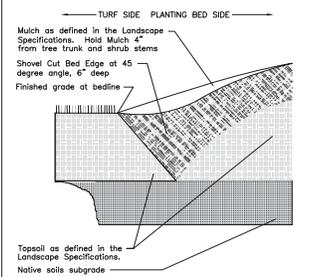
- NOTE
1. Hole to be twice the width of the rootball.
 2. Do not heavily prune tree at planting. Prune only crossover limbs, broken or dead branches. Do not remove the terminal buds of branches that extend to the edge of the crown.
 3. Each tree must be planted such that the trunk flare is visible at the top of the rootball. Trees where the trunk flare is not visible shall be rejected. Do not cover the top of the rootball with soil. Mulch to be held back 4" away from trunk.
 4. Remove Guy Wire and Staking when severely pruned tree expires (after one year).

1 TREE PLANTING AND STAKING DETAIL
SCALE: NTS

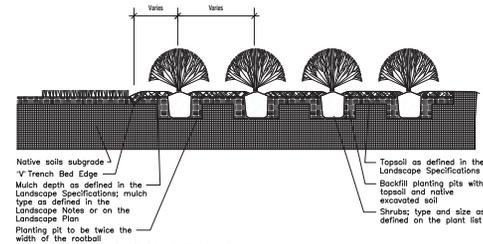


- NOTE
1. Space groundcover plants in accordance with indicated spacing listed on the plant list, or as shown on the landscape plan.
 2. Adjust spacing as necessary to evenly fill planting bed with indicated quantity of plants.
 3. Plant to within 24" of the trunks of trees and shrubs within planting bed and to within 18" of edge of bed.

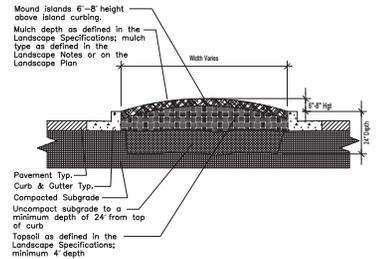
3 GROUND COVER PLANTING DETAIL
SCALE: NTS



5 V TRENCH BED EDGING
SCALE: NTS



2 SHRUB BED PLANTING DETAIL
SCALE: NTS



- NOTE
1. Clean construction debris from within landscape island areas (i.e. concrete, rocks, rubble, building materials, ect), prior to installing topsoil and plant material.
 2. Fracture/loosen existing subgrade to a minimum 24" depth. Remove and replace any subgrade unsuitable for planting. Once subgrade is clean of debris and loosened, add topsoil to a minimum bermed 6"-8" height above island curbing.
 3. Island plant material as per the Landscape Plan.
 4. Install plant material as per tree, shrub and ground cover planting details, and as defined in the Landscape Specifications.
 5. Install mulch or soil as specified on the Landscape Plan, and as defined in the Landscape Specifications.

4 PARKING ISLAND BERMING DETAIL
SCALE: NTS

GENERAL NOTES

1. BASE MAP INFORMATION IS ACCURATE AS OF THE DATE PRINTED ON THIS PACKAGE.
2. THE LANDSCAPE PLANS CONTAINED HEREIN ILLUSTRATE APPROXIMATE LOCATIONS OF ALL SITE CONDITIONS. REFER TO SURVEY, ARCHITECTURAL, CIVIL, ENGINEERING, STRUCTURAL, ELECTRICAL, IRRIGATION AND ALL OTHER DRAWINGS, IF AVAILABLE, FOR ADDITIONAL DETAILED INFORMATION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING AWARE OF AND FIELD VERIFYING ALL RELATED EXISTING AND PROPOSED CONDITIONS, UTILITIES, PIPES AND STRUCTURES, ETC. PRIOR TO BIDDING AND CONSTRUCTION. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR CONTACTING JULIE, THE COUNTY PUBLIC WORKS DEPARTMENT, THE MUNICIPALITY AND ANY OTHER PUBLIC OR PRIVATE AGENCIES NECESSARY FOR UTILITY LOCATION PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF APPARENT CONFLICTS WITH CONSTRUCTION AND UTILITIES SO THAT ADJUSTMENTS CAN BE PLANNED PRIOR TO INSTALLATION. IF FIELD ADJUSTMENTS ARE NECESSARY DUE TO EXISTING UTILITY LOCATIONS THEY MUST BE APPROVED BY THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY AND ALL COSTS OR OTHER LIABILITIES INCURRED DUE TO DAMAGE OF SAID UTILITIES/STRUCTURES/ETC.
4. THE CONTRACTOR SHALL COMPLY WITH ALL CODES APPLICABLE TO THIS WORK.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH SUBCONTRACTORS AND OTHER CONTRACTORS OF RELATED TRADES, AS REQUIRED, TO ACCOMPLISH THE PLANTING AND RELATED OPERATIONS.
6. THE CONTRACTOR SHALL COORDINATE INSTALLATION OF ALL PLANT MATERIAL WITH THE INSTALLATION OF OTHER IMPROVEMENTS SUCH AS HARDSCAPE ELEMENTS AND RELATED STRUCTURES. ANY DAMAGE TO EXISTING IMPROVEMENTS IS THE RESPONSIBILITY OF THE CONTRACTOR.
7. THE CONTRACTOR IS RESPONSIBLE TO RESTORE ALL AREAS OF THE SITE, OR ADJACENT AREAS, WHERE DISTURBED BY OPERATIONS OF OR RELATED TO THE CONTRACTOR'S WORK.
8. ALL SURFACE DRAINAGE SHALL BE DIVERTED AWAY FROM STRUCTURES AND NOTED SITE FEATURES IN ALL AREAS AT A MINIMUM OF 2% SLOPE OR AS SHOWN ON THE CIVIL ENGINEERING PLANS. ALL AREAS SHALL POSITIVELY DRAIN AND ALL ISLANDS SHALL BE CROWNED 1" IN HEIGHT PER 1' IN ISLAND WIDTH.
9. THE CONTRACTOR SHALL STAKE ALL TREE LOCATIONS AND THE PERIMETER OF SHRUB/PERENNIAL BEDS PRIOR TO INSTALLATION AND CONTACT THE OWNER'S REPRESENTATIVE FOR APPROVAL. FINAL LOCATION AND STAKING OF ALL PLANT MATERIALS SHALL BE ACCEPTED BY THE OWNER'S REPRESENTATIVE IN ADVANCE OF PLANTING.
10. IF CONFLICTS ARISE BETWEEN THE SIZE OF AREAS AND PLANS, THE CONTRACTOR IS REQUIRED TO CONTACT THE OWNER'S REPRESENTATIVE FOR RESOLUTION PRIOR TO INSTALLATION.
11. WHERE PROVIDED, AREA TAKEOFFS AND PLANT QUANTITY ESTIMATES IN THE PLANT LIST ARE FOR INFORMATION ONLY. THE CONTRACTOR IS RESPONSIBLE TO DO THEIR OWN QUANTITY TAKE-OFFS FOR ALL PLANT MATERIALS AND SIZES SHOWN ON PLANS. IN CASE OF ANY DISCREPANCIES, PLANTS TAKE OFF SHALL TAKE PRECEDENCE OVER CALL OUTS AND/OR PLANT LISTS.
12. PLANTS ARE TO BE TYPICAL IN SHAPE AND SIZE FOR SPECIES. PLANTS PLANTED IN ROWS OR GROUPS SHALL BE MATCHED IN FORM. PLANTS SHALL NOT BE ROOT-BOUND OR LOOSE IN THEIR CONTAINERS. HANDLE ALL PLANTS WITH CARE IN TRANSPORTING, PLANTING AND MAINTENANCE UNTIL INSPECTION AND FINAL ACCEPTANCE. FIELD COLLECTED MATERIAL SHALL NOT BE USED UNLESS APPROVED BY THE OWNER'S REPRESENTATIVE.
13. SHREDDED HARDWOOD MULCH, FERTILIZING, AS SPECIFIED, STAKING, WATERING AND ONE (1) YEAR PLANT WARRANTY FOR INSTALLED PLANT MATERIAL, SHALL BE CONSIDERED INCIDENTAL TO THE PLANT ITEMS.
14. MUSHROOM COMPOST SHALL BE FINELY SCREENED, HOMOGENOUS, DECOMPOSED ORGANIC MATERIAL SUITABLE FOR HORTICULTURAL USE. MIX THOROUGHLY IN PLANT BED BEFORE INSTALLING PLANTS.

LANDSCAPE NOTES

1. LANDSCAPE CONTRACTOR TO READ AND UNDERSTAND THE LANDSCAPE SPECIFICATIONS (SHEET L-103) PRIOR TO FINALIZING BIDS. THE LANDSCAPE SPECIFICATIONS SHALL BE ADHERED TO THROUGHOUT THE CONSTRUCTION PROCESS.
2. CONTRACTOR RESPONSIBLE FOR LOCATING AND PROTECTING ALL UNDERGROUND UTILITIES PRIOR TO DIGGING.
3. CONTRACTOR RESPONSIBLE FOR PROTECTING EXISTING TREES FROM DAMAGE DURING CONSTRUCTION.
4. ALL PLANTING AREAS SHALL BE CLEANED OF CONSTRUCTION DEBRIS (I.E. CONCRETE, ROCK, RUBBLE, BUILDING MATERIALS, ETC.) PRIOR TO ADDING AND SPREADING OF THE TOPSOIL.
5. ALL SHRUBS BEDS (EXISTING AND NEW) TO BE MULCHED WITH A 3 INCH MINIMUM LAYER OF DOUBLE SHREDDED HARDWOOD MULCH.
6. ALL ANNUAL AND PERENNIAL BEDS TO BE TILLED TO A MINIMUM DEPTH OF 12 INCHES AND AMENDED WITH 4 INCHES OF ORGANIC MATERIAL. MULCH PLANTED ANNUAL AND PERENNIAL BEDS WITH 2 INCH DEPTH OF MINI NUGGETS.
7. PLANTING HOLES TO BE DUG A MINIMUM OF TWICE THE WIDTH OF THE SIZE OF THE ROOT BALL OF BOTH SHRUB AND TREE. BACK TO BE A MIX OF 4 PARTS TOPSOIL AND 1 PART ORGANIC SOIL CONDITIONER (I.E. NATURE'S HELPER OR PRO MIX). BACKFILL AND TAMP BOTTOM OF HOLE PRIOR TO PLANTING SO TOP OF ROOT BALL DOES NOT SETTLE BELOW SURROUNDING GRADE.
8. EXISTING GRASS IN PROPOSED PLANTING AREAS TO BE KILLED AND REMOVED AND AREA TO BE HAND RAKED TO REMOVE ALL ROCKS AND DEBRIS LARGER THAN 1 INCH IN DIAMETERS PRIOR TO PLANTING SHRUBS.
9. ANY EXISTING GRASS DISTURBED DURING CONSTRUCTION TO BE FULLY REMOVED, REGRADED AND REPLACED. ALL TIRE MARKS AND INDENTIONS TO BE REPAIRED.
10. SOIL TO BE TESTED TO DETERMINE FERTILIZER AND LIME REQUIREMENTS AND DISTRIBUTED PRIOR TO LAYING SOO.
11. SOO TO BE DELIVERED FRESH (DUT LESS THAN 24 HOURS PRIOR TO ARRIVING ON SITE) LAID IMMEDIATELY, ROLLED, AND WATERED THOROUGHLY IMMEDIATELY AFTER PLANTING. EDGE OF SOO IS TO BE V TRENCHED.
12. ALL CHANGES TO DESIGN OR PLANT SUBSTITUTIONS ARE TO BE AUTHORIZED BY THE LANDSCAPE ARCHITECT.
13. ALL LANDSCAPING SHALL BE INSTALLED IN CONFORMANCE WITH ANSI Z601.1 THE "AMERICAN STANDARD FOR NURSERY STOCK" AND THE ACCEPTED STANDARDS OF THE AMERICAN ASSOCIATION OF NURSERMEN.
14. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANTS INSTALLED FOR ONE FULL YEAR FROM DATE OF ACCEPTANCE BY THE OWNER. ALL PLANTS SHALL BE ALIVE AND AT A VIGOROUS RATE OF GROWTH AT THE END OF THE GUARANTEE PERIOD. THE LANDSCAPE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ACTS OF GOD OR VANDALISM.
15. ANY PLANT THAT IS DETERMINED DEAD, IN AN UNHEALTHY OR UNSIGHTLY CONDITION, LOST ITS SHAPE DUE TO DEAD BRANCHES OR OTHER SYMPTOMS OF POOR, NON-VIGOROUS GROWTH SHALL BE REPLACED BY THE LANDSCAPE CONTRACTOR.
16. GENERAL CONTRACTOR IS RESPONSIBLE FOR ADDING A MIN OF 4" OF CLEAN FRIABLE TOPSOIL IN ALL PLANTING BEDS AND ALL GRASSSED AREAS. GRADED AREAS TO BE HELD DOWN THE APPROPRIATE ELEVATION TO ACCOUNT FOR TOPSOIL. SEE SPECIFICATIONS FOR REQUIRED TOPSOIL CHARACTERISTICS.
17. IN ALL PARKING LOT ISLANDS, THE GENERAL CONTRACTOR IS RESPONSIBLE TO REMOVE ALL DEBRIS, FRACTURE/LOOSEN SUBGRADE TO A MIN. 24" DEPTH. ADD TOPSOIL TO A 4"-6" BERM HEIGHT ABOVE ISLAND CURBING. REFER TO LANDSCAPE SPECIFICATIONS AND LANDSCAPE ISLAND DETAIL.
18. PRIOR TO BEGINNING WORK, THE LANDSCAPE CONTRACTOR SHALL INSPECT THE SUBGRADE, GENERAL SITE CONDITIONS, VERIFY ELEVATIONS, UTILITY LOCATIONS, IRRIGATION, APPROVE TOPSOIL PROVIDED BY GENERAL CONTRACTOR AND OBSERVE THE SITE CONDITIONS UNDER WHICH THE WORK IS TO BE DONE. NOTIFY GENERAL CONTRACTOR OF ANY UNSATISFACTORY CONDITIONS, AND WORK SHALL NOT PROCEED UNTIL SUCH CONDITIONS HAVE BEEN CORRECTED AND ARE ACCEPTABLE TO THE LANDSCAPE CONTRACTOR.
19. STAKE ALL EVERGREEN AND DECIDUOUS TREES AS SHOWN IN THE DETAILS THIS SHEET.
20. REMOVE ALL STAKES AND GUYING FROM ALL TREES AFTER ONE YEAR FROM PLANTING.
21. WATER THOROUGHLY TWICE IN FIRST 24 HOURS AND APPLY MULCH IMMEDIATELY.
22. SITE TO BE 100% IRRIGATED IN ALL PLANTING BEDS AND GRASS AREA BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. SEE IRRIGATION PLAN FOR DESIGN.
23. ALL TREE PROTECTION DEVICES TO BE INSTALLED PRIOR TO THE START OF LAND DISTURBANCE, AND MAINTAINED UNTIL FINAL LANDSCAPING.
24. ALL TREE PROTECTION AREAS TO BE PROTECTED FROM SEDIMENTATION.
25. ALL TREE PROTECTION FENCING TO BE INSPECTED DAILY, AND REPAIRED OR REPLACED AS NEEDED.
26. NO PARKING, STORAGE OR OTHER CONSTRUCTION ACTIVITIES ARE TO OCCUR WITHIN TREE PROTECTION AREAS.
27. CONTRACTOR SHALL USE CAUTION WHEN DIGGING TREE PITS IN THE VICINITY OF UNDERGROUND UTILITY LINES AND MAY NEED TO HAND DIG THE PITS IN MANY OF THESE INSTANCES.

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Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998



HRGreen.com

CHICK-FIL-A

ST. CHARLES (IL) FSU

3795 E. MAIN STREET
ST. CHARLES, IL 60174

FSR# 05570

REVISION SCHEDULE
NO. DATE DESCRIPTION

PRELIMINARY

ENGINEER'S PROJECT # 2302427
PRINTED FOR PRELIMINARY
DATE 06/23/2023
DRAWN BY LRBC
CHECKED BY JFR
REVISIONS: 06/23/2023
L-102

L-102



Chick-fil-A

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5200 Buffington Road
Atlanta, Georgia 30349-
2998

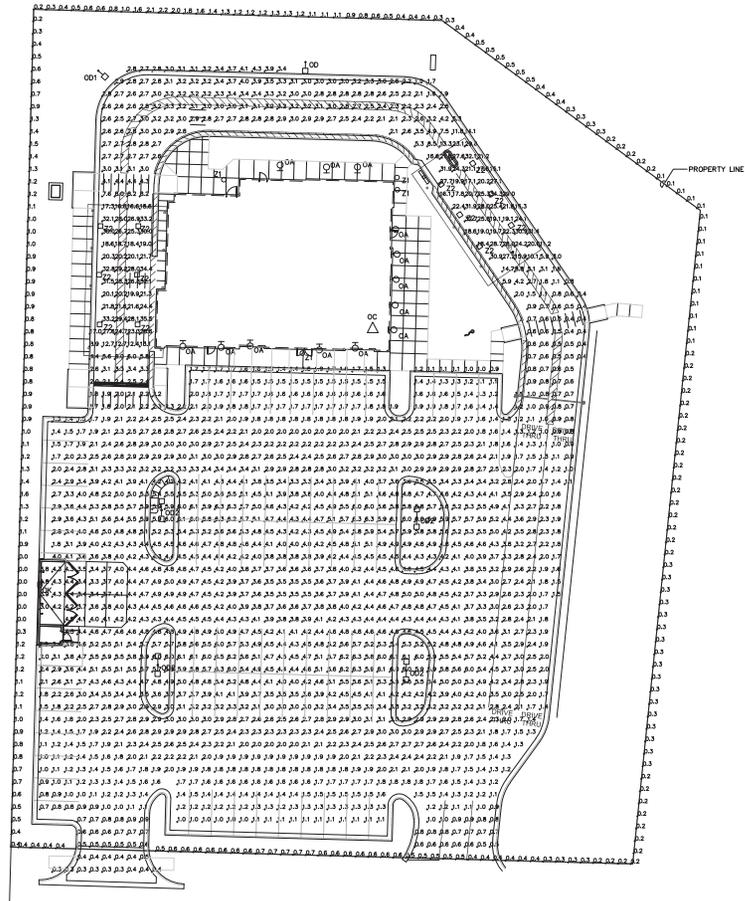


CHICK-FIL-A
ST. CHARLES FSU
3795 E Main St
St. Charles, IL 60174

FSR# 05570

REVISION SCHEDULE
NO. DATE DESCRIPTION

ARCHITECT'S PROJECT #
PREPARED BY TOWN & HEAL
DATE 05/24/2016
DRAWN BY JFC/CO
CHECKED BY JFC/CO
PROJECT # 16-00-0440-01-102 PHOTOMETRIC PLAN
SHEET NUMBER



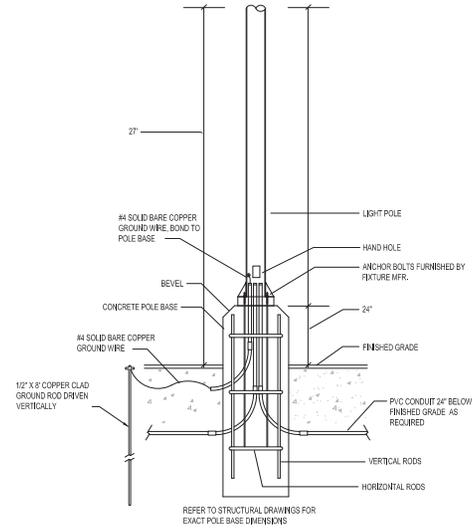
1 PHOTOMETRIC PLAN

SCALE: 1"=20'-0"



PHOTOMETRIC STATISTICS (MAINTAINED) IN PARKING LOT (NOT INCLUDING UNDER CANOPY LIGHTING)	
AVERAGE	3.1 FC
MAX	6.1 FC
MIN	0.5 FC

FIXTURE	HEIGHT (UNLESS NOTED OTHERWISE)	LIGHT LOSS FACTOR	COLOR	LIGHT FIXTURE SPECIFICATION	POLE	COMMENTS
00	27'	.9	4000K	COOPER/LUMARK - PRV-CO-0-UNV-13-SA-BZ	SSS-4A-25-SFM-1-4 (SINGLE LUMINAIRE)	
001	27'	.9	4000K	COOPER/LUMARK - PRV-CO-0-UNV-14-SA-BZ	SSS-4A-25-SFM-1-4 (SINGLE LUMINAIRE)	
002	27'	.9	4000K	(2) COOPER/LUMARK - PRV-CO-0-UNV-14-SA-BZ	SSS-4A-25-SFM-2-4 (DOUBLE LUMINAIRE)	
0A	8'	.9	3000K	PROGRESS LIGHTING - PRG75-31 WITH TOP COVER LENS		
0K	8'	.9	3000K	HUBBELL - UNC-SU-3-5-1		
21	10'	.9	3000K	PROVIDED WITH CANOPY		
22	9.5'	.5	3000K	LS - CRUS-SC-LED-LM30-1E-WHT		



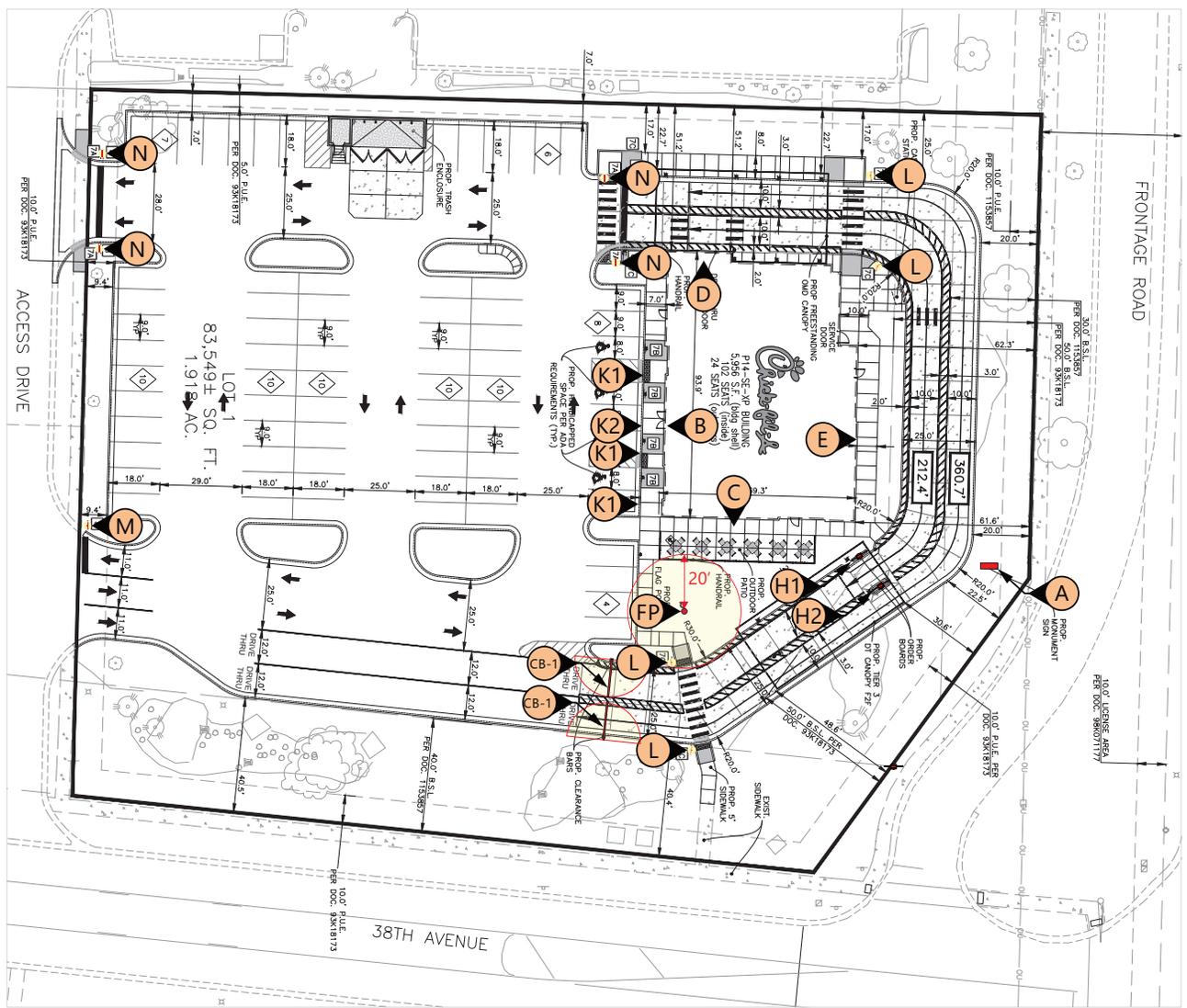
2 TYPICAL POLE BASE DETAIL

NOT TO SCALE

Item	Description	Qty	Sign Area	Allowed
A	Main ID Sign	1	50.00	50.00
B	Wall Sign - Script 5.0' (red)	1	58.75	125.81
C	Wall Sign - Script 5.0' (red)	1	58.75	102.88
D	Wall Sign - Icon 6.0'	1	36.00	102.88
E	Wall Sign - Script 5.0' (red)	1	58.75	125.81

Item	Description	Qty
K1	DOT - Handicapped Parking	3
K2	DOT - Handicapped Parking (Van)	1
L	DOT - Pedestrian Sign	4
M	DOT - Stop (30")	1
N	DOT - Stop / Do Not Enter	4
H1-H2	Menu Board (Lane 1 and 2)	2
CB-1	Clearance Bar (single) 13.00'	2
FP	Flag pole (50')	1

MINIMUM ROW SETBACK - 10'



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SITE PLAN

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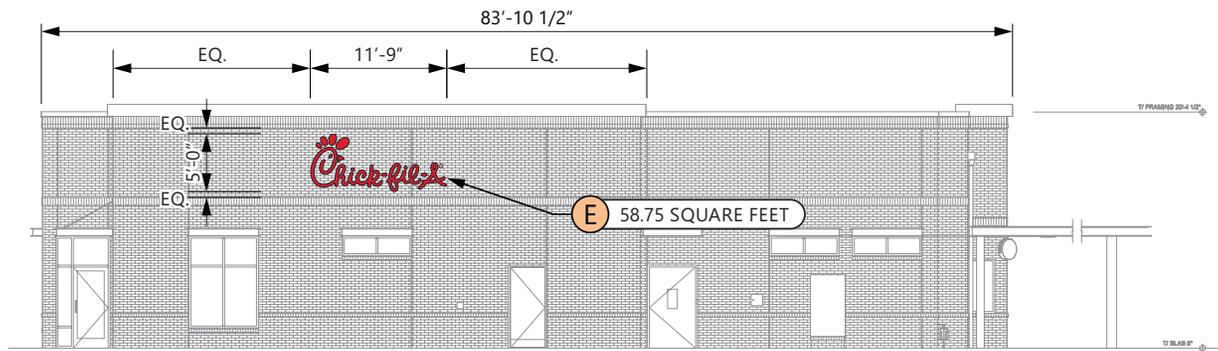
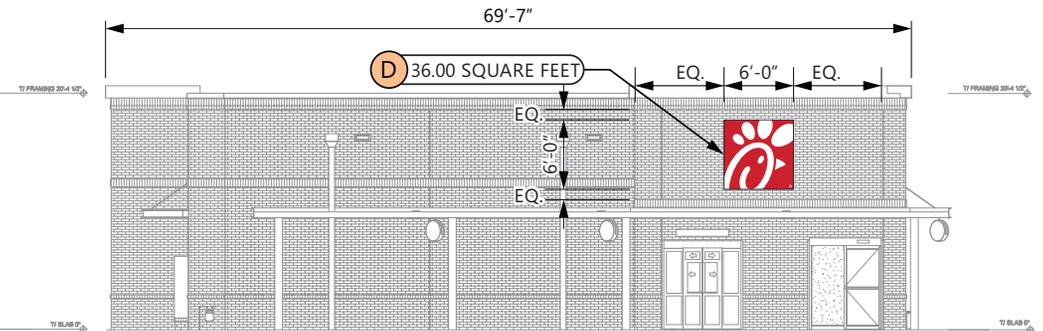
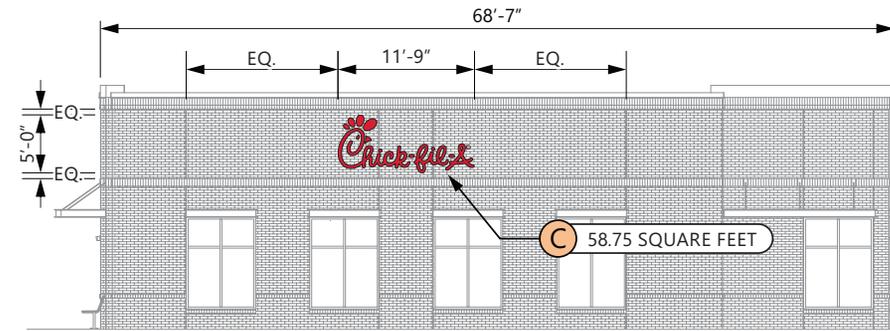
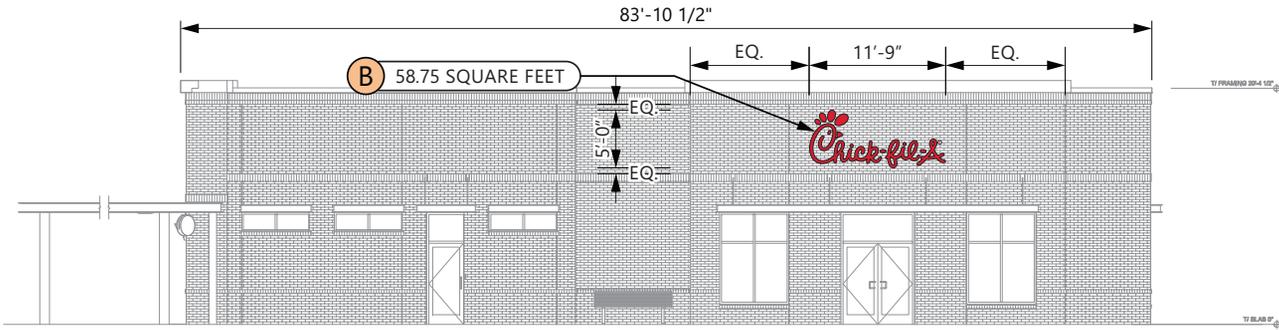
ALL ELECTRICAL
 SIGNS ARE
 120 VOLTS
 UNLESS
 OTHERWISE INDICATED

DRAWN BY **Ben Holliday**
 ACCOUNT REP. **Ben Holliday**
 DRAWING DATE **June 7, 2023**
 REVISION DATE **July 11, 2023**

STORE NUMBER	STORE ADDRESS
L05570	Chick-fil-A at St Charles, IL 3795 E Main Street St. Charles, IL 60174

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SITE PLAN



ELEVATIONS

SCALE - 3/32" = 1'- 0"



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ELEVATIONS

DRAWING FILE - CFA - LOCATION NAME SIGNAGE.CDR

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**BUILDING
 ELEVATIONS**

SPECIFICATIONS

SIGN CABINET IS SIGN COMP #2005 EXTRUDED CABINET WITH A SIGN COMP # 2085/2095 BLEED FLEX FACE FRAME
 CABINET IS INTERNALLY ILLUMINATED WHITE LED 6500K LIGHTS, SPACED EVENLY. PAINT INTERIOR OF CABINETS MATTE WHITE.
 CLOSED SUNDAY PANEL (IF SHOWN)
 IS .125" ALUM. ROUTED FACE BACKED ACRYLIC.

READER BOARD CABINET (IF SHOWN)
 .125" ALUM. FACE PANEL WITH ROUTED OPENING FOR READER BOARD AND COPY READING "CLOSED SUNDAY" APERCU SENTENCE CASE BOLD.
 HINGED VANDAL COVER FRAME WITH 187" THICK CLEAR POLYCARBONATE FACE WITH INSET .125" #7328 WHITE.
 READER FACE WITH ZIP TRACK TO ACCOMMODATE WAGNER ZIP LETTER SET THAT INCLUDES FRANKLIN GOTHIC EXTRA CONDENSED UPPERCASE LETTER SET OF 334 CHARACTERS WITH PUNCTUATION MARKS.

MASONRY WORK BY THE GENERAL CONTRACTOR
 FOUNDATION IS FURNISHED BY CLAYTON SIGNS, INC.

3M #3630-53 TRANSLUCENT CARDINAL RED TENSION FRAME COVER TO BE PAINTED
 GENESIS M SINGLE STAGE (G2-SERIES) RED #48247

WHITE BLEED 3M PANOGRAPHIC III FLEX FACE
 W/ .125" #7328 WHITE PLEX

PAINTED MATTHEWS #74155 DARK BRONZE, SEMI-GLOSS

MASONRY TO MATCH BUILDING



THE PRIMARY SUPPORT OF A PERMANENT FREESTANDING SIGN SHALL BE ERECTED IN SUCH A MANNER THAT AT LEAST FORTY-TWO (42) INCHES OF THE LENGTH OF THE STRUCTURAL SUPPORT IS UNDERGROUND. THIS REQUIREMENT MAY BE INCREASED BASED UPON THE SIZE OF THE SIGN AND THE HEIGHT OF THE SIGN IF NECESSARY TO PROVIDE FOR WIND LOADS OR OTHER STRUCTURAL FACTORS, AS DETERMINED BY THE BUILDING COMMISSIONER. THE BUILDING COMMISSIONER MAY REQUIRE DOCUMENTATION FROM A STRUCTURAL ENGINEER OR MANUFACTURER THAT INDICATES PROPER DESIGN AND INSTALLATION IN RELATION TO THE SIGN'S STRUCTURAL SUPPORT.

	DOUBLE FACED CABINET LED's BEHIND SPR-211K-300UBLE SDED POWER SUPPLY REEPS24 - 24V POWER SUPPLY	
	CONNECT THE AC LINE TO THE BLACK (LINE) AND WHITE (GROUND) WIRES OF THE POWER SUPPLY (LONG IS 14 AWG THREE TO WIRE CONNECTOR). GROUND POWER SUPPLY GREEN WIRE TO BRONZING SCREEN. REPLACE JUNCTION BOX COVER.	
THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN.		

SEE ENGINEER STAMPED DRAWING FOR FOUNDATION DETAILS



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 Lake City, GA 30260
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MONUMENT SIGN

DRAWING FILE - CFA - LOCATION NAME SIGNAGE.CDR

ALL ELECTRICAL SIGNS ARE 120 VOLTS UNLESS OTHERWISE INDICATED

DRAWN BY Ben Holliday
 ACCOUNT REP. Ben Holliday
 DRAWING DATE June 7, 2023
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STORE NUMBER	STORE ADDRESS
L05570	Chick-fil-A at St Charles, IL 3795 E Main Street St. Charles, IL 60174

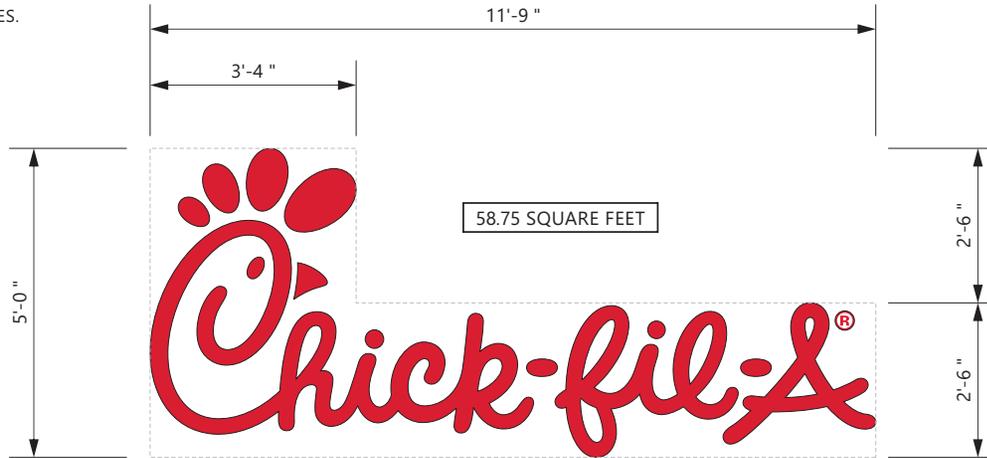
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LOCATION
A

SPECIFICATIONS

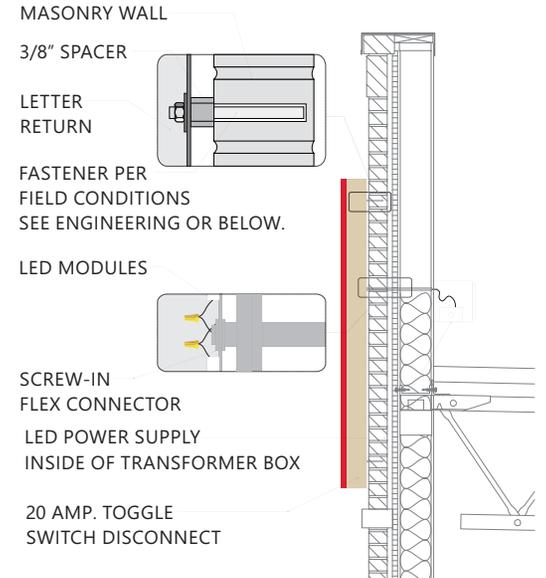
CHICK-FIL-A SCRIPT LETTERS
 LETTERS ARE LED-ILLUMINATED
 CHANNEL LETTERS MOUNTED
 ON ALUMINUM SURFACE OF BUILDING
 WITH TRANSFORMERS REMOTELY
 LOCATED BEHIND THE WALL IN
 UL APPROVED TRANSFORMER BOXES.
 FACES ARE 3/16" ACRYLIC
 RETURNS ARE .063 ALUMINUM
 BACKS ARE .080 ALUMINUM
 ALL RETURNS ARE ARC-WELDED TO
 LETTER BACKS

- CHANNEL LETTER FACES
- 2793 RED ACRYLIC
- TRIMCAP RETAINER-
- 1" RED JEWELITE TRIMCAP
- ALUMINUM RETURNS
- PAINTED TO MATCH
- SHERWIN WILLIAMS
- SW6108 LATTE



ELEVATION

SCALE - 1/2" = 1'- 0"



FASTENER NOTE:
 USE 18-8 STAINLESS STEEL BOLTS W/ SPACERS THRU EIFS.
 EXPANSION BOLTS IN CONCRETE OR BRICK WALLS.
 TOGGLE BOLTS IN CONCRETE BLOCK OR PANEL WALLS.
 TEK SCREWS IN METAL STUDS. LAG-BOLTS IN WOOD STUDS.
 ALL THREAD BOLTS WITH BLOCKING BETWEEN STUDS.

CROSS-SECTION

SCALE - 1/2" = 1'- 0"

	CHANNEL LETTERS (RED ILLUMINATION)	WET LOCATION
	LED'S JPLS-B016R-0-4 RED LED POWER SUPPLY BL-120-12-60 POWER SUPPLY	CONNECT THE BLUE LINE TO THE BLACK (LINE) AND WHITE (NEUTRAL) INPUT WIRING OF THE POWER SUPPLY USING 18-14 AWG TWIST ON WIRE CONNECTORS. GROUND POWER SUPPLY GREEN WIRE TO GROUNDING SYSTEM. REPLACE JUNCTION BOX COVER.
THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN.		



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LED-ILLUMINATED
 CHANNEL LETTERS

DRAWING FILE - CFA - LOCATION NAME SIGNAGE.CDR

ALL ELECTRICAL
 SIGNS ARE
 120 VOLTS
 UNLESS
 OTHERWISE INDICATED

DRAWN BY Ben Holliday
 ACCOUNT REP. Ben Holliday
 DRAWING DATE June 7, 2023
 REVISION DATE July 11, 2023

STORE NUMBER	STORE ADDRESS
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LOCATION
 B,C,E

SPECIFICATIONS

CABINET

ALUMINUM CABINET HAS EXTRUDED ALUMINUM

FACES

FLEX FACES DECORATED WITH TRANSLUCENT VINYL FILM ON SURFACE OF ACRYLIC.

INTERNALLY ILLUMINATED WITH WHITE LED 6500K LIGHTS.

DISCONNECT SWITCH AS REQUIRED PER NEC.



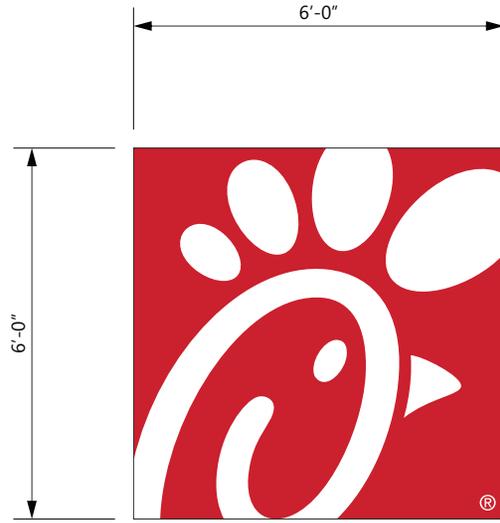
FACES

3M #3630-53 CARDINAL RED TRANSLUCENT VINYL

CABINET

GENESIS M SINGLE STAGE (G2-SERIES) RED #48247

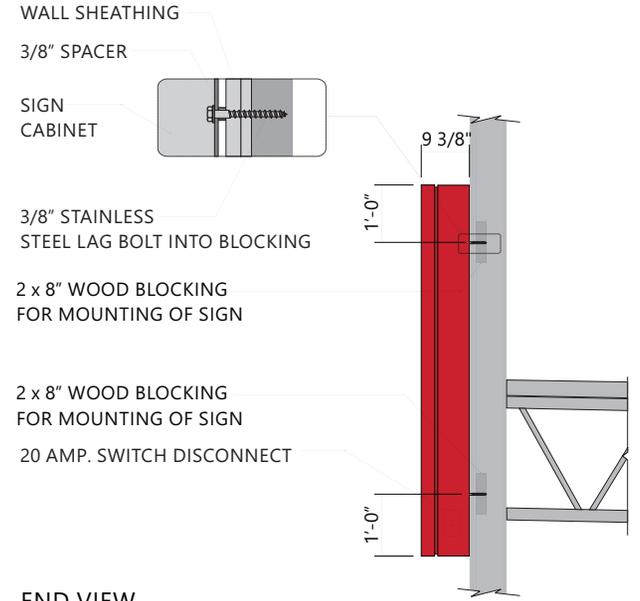
3M PANOGRAPHIC III FLEX FACE



ELEVATION

SCALE - 1/2" = 1'- 0"

36.00 SQUARE FEET



END VIEW

SCALE - 1/2" = 1'- 0"

 	SINGLE FACED CABINET LED'S GEWHSSPSS - 71K - SINGLED SID POWER SUPPLY GEFS12 - 12V POWER SUPPLY	WET LOCATION
	CONNECT THE AC LINE TO THE BLACK (LINE) AND WHITE (NEUTRAL) HOT WIRES OF THE POWER SUPPLY USING 18-14 AWG TIGHT OR WIRE CONNECTORS. GROUND POWER SUPPLY GREEN WIRE TO GROUNDING SCREW. REPLACE JUNCTION BOX COVER.	

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN.



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WALL SIGN

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 ACCOUNT REP. Ben Holliday
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LOCATION
D

SPECIFICATIONS

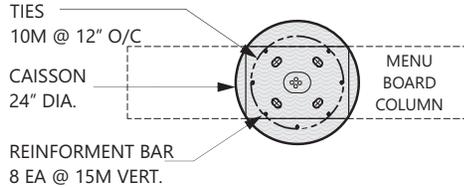
ALUMINUM CONSTRUCTION CABINETS
WITH DIGITAL DISPLAY BOARDS
WITH STATIC IMAGES

MENU BOARDS FURNISHED
BY COATES GROUP AND
INSTALLED BY HONOR BUILT
MENU BOARD COLUMN AND FRAMING
FURNISHED AND INSTALLED BY
PATTISON SIGN GROUP
ANCHOR CAGES AND FOOTINGS
FURNISHED AND INSTALLED BY
CLAYTON SIGNS

COLORS

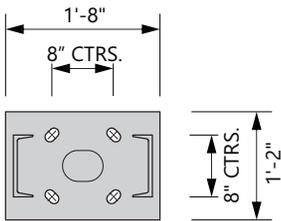
CHICK-FIL-A DARK BRONZE

WHITE REFLECTIVE VINYL FILM



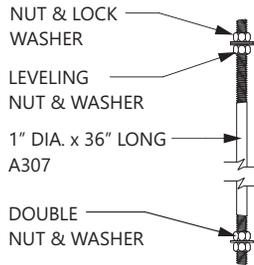
PLAN VIEW

SCALE - 1/2" = 1'-0"



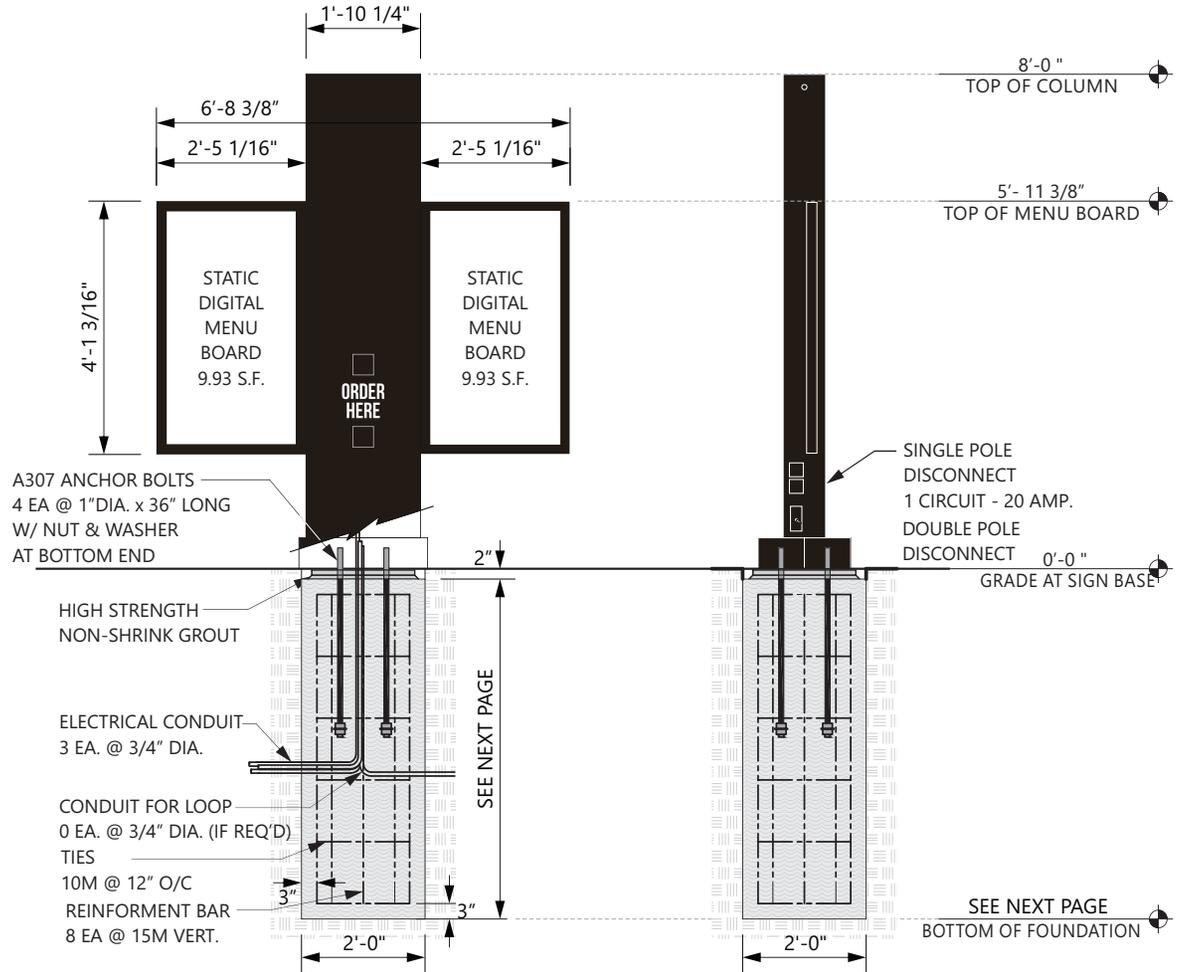
BASE PLATE DETAIL

SCALE - 3/4" = 1'-0"



ANCHOR BOLT - QTY. 4

NOT TO SCALE



ELEVATION

SCALE - 1/2" = 1'-0"

END VIEW

SCALE - 1/2" = 1'-0"



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STATIC DIGITAL DRIVE-THRU
MENU BOARDS

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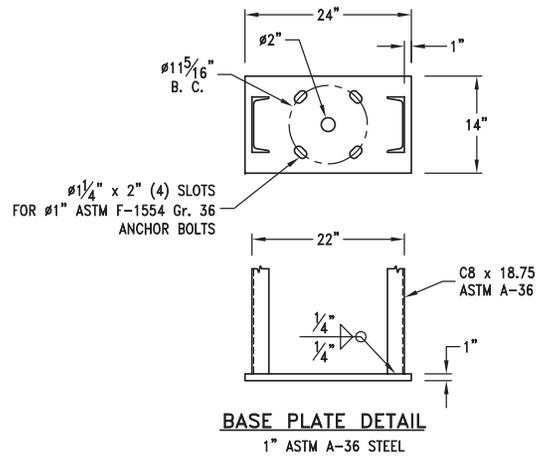
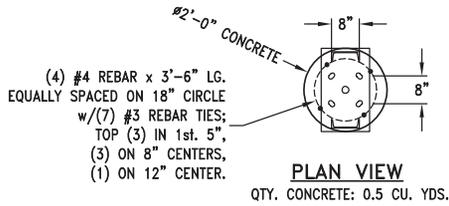
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LOCATION
H1/H2

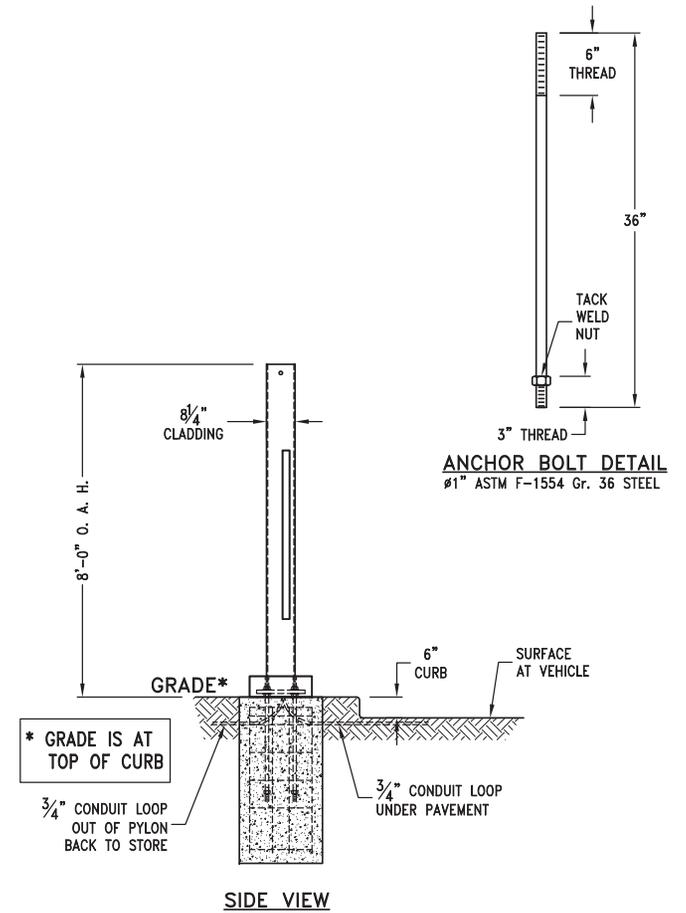
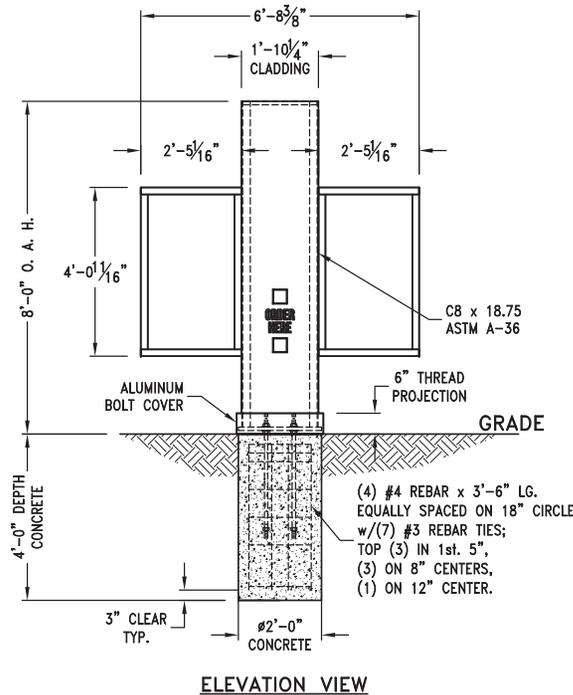


FOUNDATION DESIGN NOTES:

1. Concrete shall have a minimum compressive strength of 3000 PSI at 28 days.
2. Reinforcing steel shall be ASTM A-615 Gr. 60.
3. Caisson footing designed using a soil bearing force of 150 PSF per foot Lateral. If this soil condition does not exist, it is the Erector's responsibility to have a new footing designed for the existing soil conditions by a Licensed Engineer.
4. Anchor bolts shall be ASTM F-1554 Gr. 36 steel.

DESIGN WIND LOAD:

Based on the 2015 International Building Code (ASCE 7-10) using Risk Category II, Exposure C and 115 mph wind speed.



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STATIC DIGITAL DRIVE-THRU
MENU BOARDS

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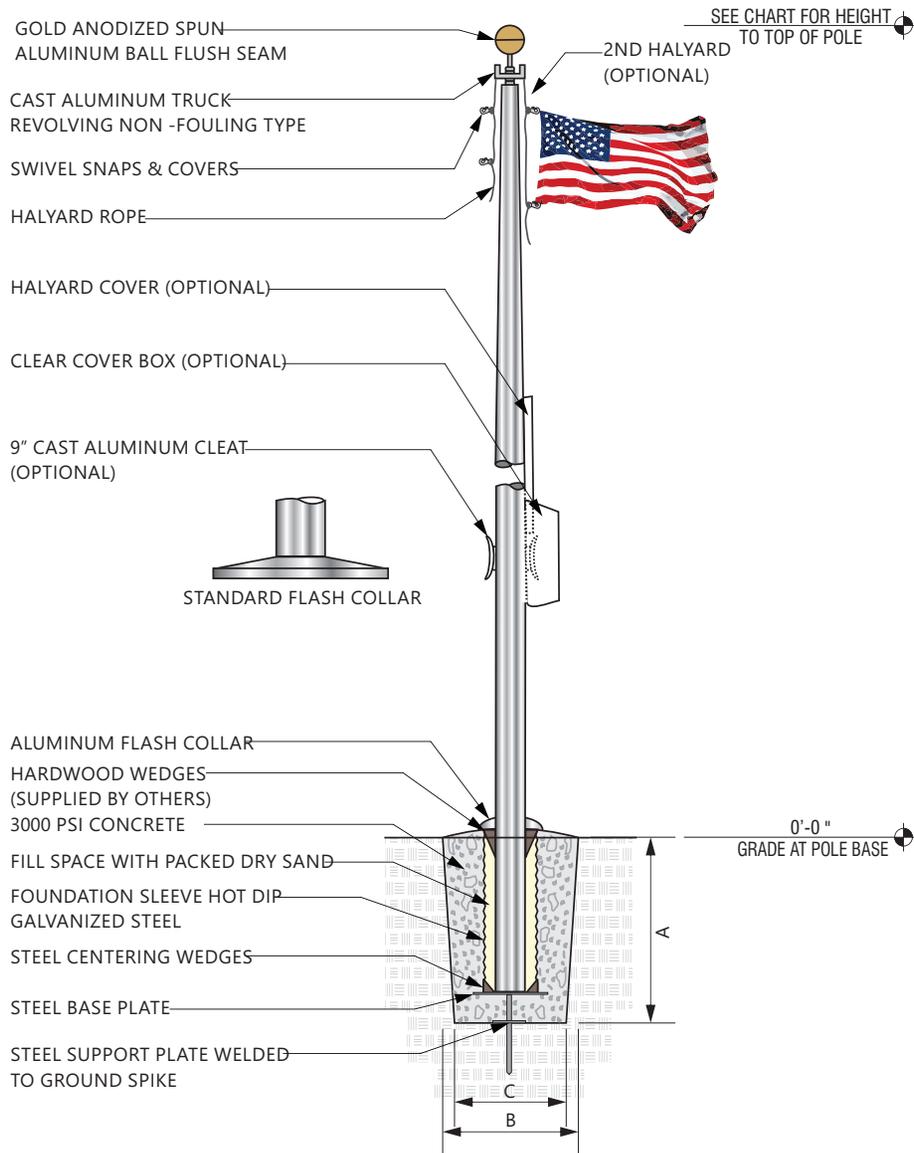
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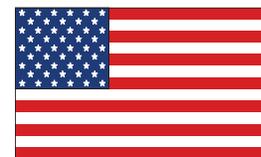
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LOCATION
H1/H2



SEE CHART FOR HEIGHT TO TOP OF POLE



FLAG SIZES

POLE	A	B	MATERIAL
20'	3'0"	5'0"	POLYESTHER
25'	4'0"	6'0"	POLYESTHER
30'	5'0"	8'0"	POLYESTHER
35'	6'0"	10'0"	POLYESTHER
40'	8'0"	12'0"	POLYESTHER
45'	8'0"	12'0"	POLYESTHER
50'	12'0"	18'0"	POLYESTHER

FOUNDATION SIZES

HEIGHT	A	B	C
20'	3'6"	30"	24"
25'	3'6"	30"	24"
30'	3'6"	30"	24"
35'	4'0"	36"	30"
40'	4'6"	42"	36"
45'	5'0"	48"	42"
50'	5'6"	48"	42"

GROUND SLEEVE AND CONCRETE INSTALLED BY THE GENERAL CONTRACTOR
 POLE INSTALLED ON PRE-INSTALLED GROUND SLEEVE BY SIGN CONTRACTOR



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FLAG POLE

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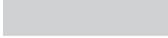
LOCATION
FP

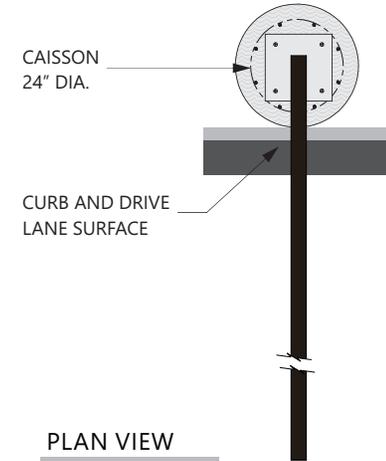
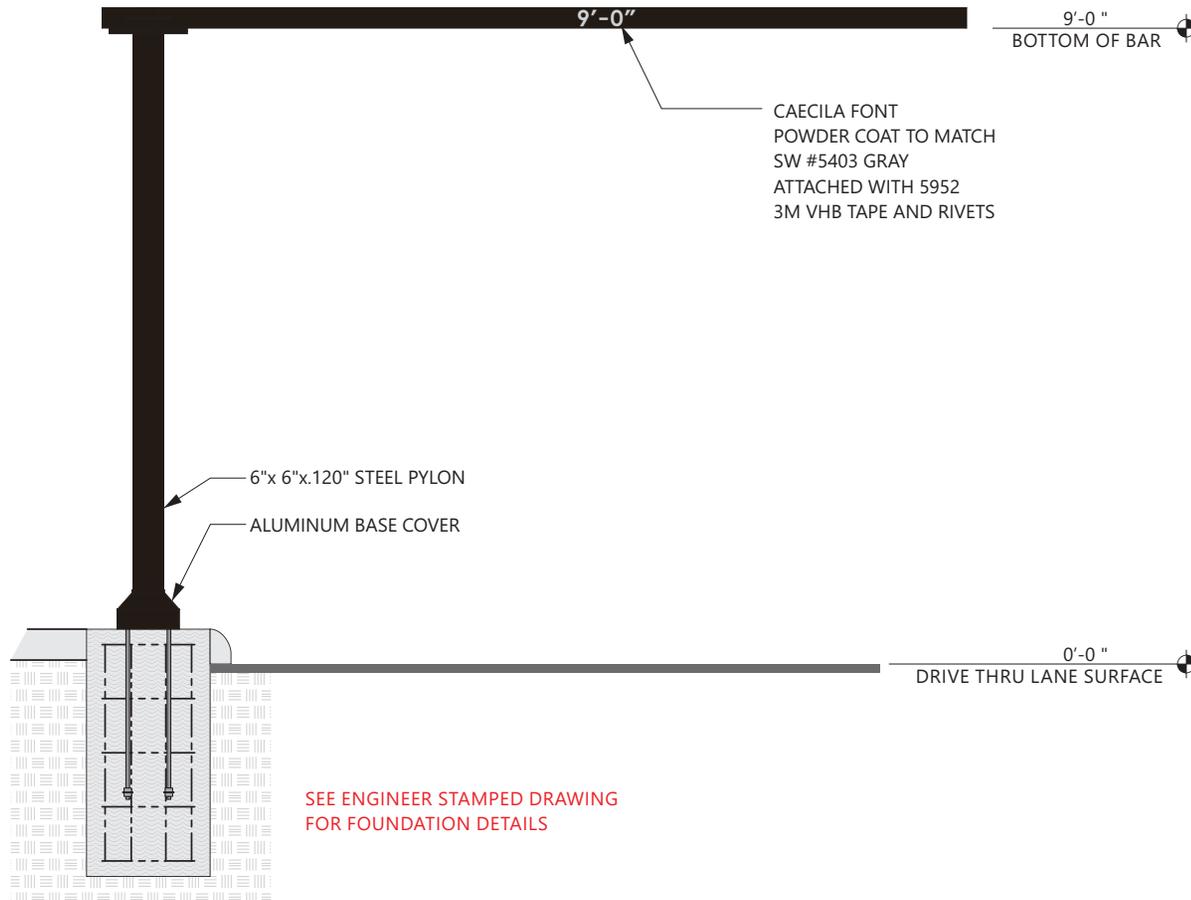
SPECIFICATIONS

CLEARANCE BAR

COLORS


MATTE BLACK TEXTURED


SHERWIN WILLIAMS
SW 5403 GRAY



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**DRIVE-THRU
CLEARANCE BAR**

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LOCATION
CB-1

DATE: _____ TYPE: **OA**

NAME: **CFA exterior wall sconce**

PROJECT: _____

Halogen/incandescent

P5675-31

Cylinder

5" up/down cylinder with heavy duty aluminum construction and die cast wall bracket. Powder coated finish. Wet location listed when used with P8799 top cover lens

Category: Outdoor

Finish: Black (powdercoat)

Construction: Cast aluminum construction
metal shade



Width: 5"
Height: 14"
Depth: 7-7/8"
H/CTR: 7"

MOUNTING	ELECTRICAL	LAMPING	ADDITIONAL INFORMATION
Wall mounted Mounting strap for outlet box included Back plate covers a standard 4" hexagonal recessed outlet box 4-1/2" sq.	Pre-wired 6" of wire supplied 120V	Quantity: 2 75W PAR-30 or BR-30 Medium base porcelain sockets With two General Electric retrofit lamps #LED12P30RW83025	cCSAus Damp location listed location listed 1 year warranty Companion fixtures are available

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4e
	Title:	Recommendation to approve a License Agreement with, Northern Green Walnut St., LLC for a Concrete Walkway located within City Property (309 Walnut Street- South Walnut/Parking Lot “R”)	
	Presenter:	Russell Colby	
Meeting: Planning & Development Committee		Date: September 11, 2023	
Proposed Cost: N/A		Budgeted Amount: N/A	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>Northern Green St., LLC is the owner of the property located 309 Walnut St. The building is adjacent to a City owned parking lot known as South Walnut or Parking Lot “R”. Currently, there is a brick paver walkway extending from the building to the parking area. The walkway is partially located on private property and partially located on City Property. Staff was unable to locate any record regarding the installation of the walkway.</p> <p>Northern Green St. LLC, has provided photos showing the walkway having missing and cracked bricks. They are looking to replace the brick walkway with a concrete walkway. The proposed walkway will also be squared off, leaving no mulch between the walkway and the curb.</p> <p>This type of private improvement located on City Property requires a license agreement between the property owner and the City. The license agreement will provide for maintenance, indemnity, and insurance for the private improvement by the property owner.</p> <p>The license agreement is a standard form used for other locations within downtown.</p>			
Attachments (please list):			
Draft License Agreement			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve a License Agreement with, Northern Green Walnut St., LLC for a Concrete Walkway located within City Property (309 Walnut Street- South Walnut/Parking Lot “R”)			





Prepared by:

City of St. Charles
2 E. Main St.
St. Charles, IL 60174

For Recorder's Use Only

LICENSE AGREEMENT

This LICENSE AGREEMENT (hereinafter the "Agreement") is made and entered into as of this _____ day of _____, 2023, by and between the City of St. Charles, an Illinois municipal Corporation, Kane and DuPage Counties, Illinois (hereinafter "City"), and Northern Green Walnut St., LLC, an Illinois Limited Liability Corporation (hereinafter "Licensee"); the City and Licensee are sometimes hereinafter collectively referred to as the Parties ("Parties") or individually as the Party ("Party");

WITNESSETH:

WHEREAS, the City does maintain, occupy, operate and use public property known as Municipal Parking Lot "R" ("Parking Lot "R"), as depicted on Exhibit "A", legally described in Exhibit B attached hereto and made a part hereof, immediately adjacent to the building, located at 309 Walnut Street, legally described in Exhibit C attached hereto and made a part hereof; and

WHEREAS, Licensee owns the building, located at 309 Walnut St. ("Licensee Property"), the southernly property line of which abuts the Lot R Parking Lot; and

WHEREAS, Licensee proposes to install, operate and maintain a Concrete Walkway ("*Concrete Walkway*"), projecting into Parking Lot "R", as illustrated on Exhibit D.

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

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

2. The City, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration paid to City, the receipt and sufficiency of which is hereby acknowledged, hereby grants to the Licensee, its successors, grantees and assigns, an irrevocable permanent and exclusive restricted license (hereinafter the "License") for the purpose of constructing and maintaining the Concrete Walkway solely within the limited area in Parking Lot "R", pursuant to the plans for and as illustrated on the attached Exhibit "D," subject to the terms, conditions and limitations herein specified together with any exhibits attached hereto and incorporated herein by reference.

3. Licensee must construct and maintain the Concrete Walkway in full compliance with the permit and all conditions contained herein or attached hereto by reference.

4. The Concrete Walkway shall not in any manner be expanded, added to or enlarged beyond the extent as described herein and shown in Exhibit "D."

5. The Concrete Walkway shall not in any manner be constructed, reconstructed, modified or improved without prior written consent of the City.

6. This Agreement shall terminate in the event that any of the following occur: (a) the primary structure located on the Licensee Property is ever damaged or destroyed, to the extent that its value is less than 25% of the cost to replace the primary structure, and the Licensee shall have failed to repair the primary structure within one hundred and eighty (180) days of said damage; (b) if the Concrete Walkway is ever removed and the use terminated for more than three (3) months; (c) if the City provides notice to Licensee requiring removal of the Concrete Walkways for any other reason, effective eighty (80) days later; (d) this Agreement otherwise terminates pursuant to any other provision of this Agreement. Prior to termination of this Agreement, the City shall provide Licensee with a written Notice of Termination ten (10) days prior to the date of said termination.

7. Licensee understands and agrees that the Concrete Walkway shall remain in good structural condition at all times and that the use and enjoyment of Parking Lot "R" shall not be compromised in any unsafe or adverse manner. The Licensee shall promptly restore or cause to be restored the Concrete Walkway to a good state of repair and in a clean, safe, unobstructed and usable condition, at all times complying with all local codes and ordinances. Should repairs or maintenance be needed to the Concrete Walkway, Licensee shall perform such work within thirty (30) days of notification by the City. If the required work is not performed or completed to the City's satisfaction, the City shall have the right to terminate the Agreement or perform or complete such work. Licensee agrees to reimburse the City for performance of such work within thirty (30) days of invoice by the City. Non-payment of invoices shall constitute a lien against the Licensee Property.

8. Licensee understand and agrees that the Concrete Walkway shall be maintained in accordance with the City approved plan provided in Exhibit "C" and that the use and enjoyment of Parking Lot "R" shall not be compromised in any unsafe or adverse manner. Should the Concrete Walkway not be maintained in accordance with the plan to the City's satisfaction, or should the Concrete Walkway interfere in any way with the use and enjoyment of Parking Lot "R", the City shall have the right to perform or complete such work as to return the Concrete Walkway to a condition acceptable to the City. Licensee agrees to reimburse the City

for performance of such work within thirty (30) days of invoice by the City. Non-payment of invoices shall constitute a lien against the Licensee Property.

9. To the fullest extent permitted by law, Licensee hereby agrees to defend, indemnify and hold harmless the City, its officials, agents, and employee, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, specifically including but not limited to, any claim or damages caused by or to the Concrete Walkway or within Parking Lot "R", or caused by work performed by the City, or its agents, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this Agreement by the Licensee, their agents, invitees, employees, contractors or subcontractors, or which may in anyway result therefrom, except that arising out of the sole legal cause of the City, its agents or employees, the Licensee shall, at their own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the Licensee shall, at its own expense, satisfy and discharge the same. Upon completion and occupancy, the Licensee shall furnish to the City a certificate of insurance evidencing commercial general liability insurance with minimum limits of \$1,000,000.00 combined single limit per occurrence and \$3,000,000.00 general aggregate limits and otherwise reasonably satisfactory to the City. The insurance policy shall be expressly endorsed to include the City as an additional insured, Such certification of insurance shall require the insurer(s) to provide not less than thirty (30) days advance written notice to the City in the event of any cancellation, non-renewal or change in the policy limits, terms or conditions which would cause them to fail to meet the foregoing requirements. Such insurance shall be maintained during the term of the License.

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

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

12. If this Agreement is terminated under any of the provisions contained herein, Licensee shall remove the Concrete Walkway within thirty (30) days of termination. If the required work is not performed or completed to the City's satisfaction, the City shall have the right to perform or complete such work. Licensee agrees to reimburse the City for performance of such work within thirty (30) days of invoice by the City. Non-payment of invoices shall constitute a lien against the Licensee Property.

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

14. Licensee is responsible for the cost of installation, maintenance, and removal of such Concrete Walkway and is responsible for any damage caused to Parking Lot "R" resulting from such installation, maintenance, and removal.

15. The terms of this Agreement are covenants running with the Licensee Property and shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Dated this ____ day of _____, 2023.

Northern Green Walnut St., LLC
an Illinois Limited Liability Corporation

By: _____

Subscribed and sworn to before me this ____ day of _____, 2023.

Notary Public

CITY OF ST. CHARLES,
an Illinois municipal corporation

By: _____
Mayor

Attest: _____
City Clerk



Date	8/10/2023
EST#	E20231442

Estimate / Contract

Joe Freeman
 30W075 Whitney Dr.
 West Chicago, IL 60185

Customer Phone	630-488-7873
Customer E-mail	jaf0705@yahoo.com

Estimator	TS
-----------	----

Project

Scope of work	Cost
<p>Job: 309 Walnut St. - St. Charles, IL 60174</p> <p>Remove existing paver brick walk. Excavate soil in same area. Form and pour new concrete walk between building and curb at parking area (7' x 53'). Concrete thickness: 5". Stone base: 4". Concrete mix design: 4,000 PSI. Concrete reinforcement: N/A. Apply water stop S to concrete 10 days after pour.</p> <p>Note: Any permits needed to be applied by other.</p>	<p>6,500.00</p>
<p>By signing this agreement you acknowledge attached Terms of Contract.</p> <p>SIGNATURE <i>Joseph Freeman</i></p>	<p>TOTAL \$6,500.00</p>

The above work does not include any unforeseen conditions including, but not limited to:
 1) Excavation of any dirt, clay, or debris under existing pavement. SCI assumes that existing pavement will have a stone/gravel base according to village codes. In the event excavation and hauling of such materials is necessary to achieve the suitable stone/gravel base, there will be an extra charge for this service. 2) Concrete removal beyond eight inches (8") thick, there will be an extra charge for this service.

Payments: - 25% deposit is due at time of signing - Percent due at stages of job - Balance, including any extras, minus any payments due upon completion (after pouring of concrete). If payment is not made upon completion as specified above, then a charge of 2.0% per month interest shall be made until full payment is received. The undersigned acknowledges that they have read and know the contents of this contract and any attachment to this contract, and that they understand that no other agreements verbal or otherwise are binding on the parties hereto, and that same contains the entire contract and understanding of the parties. Any payment made with credit card will incur a 3% convenience fee.

NOTICE OF CANCELLATION: You, Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction without penalty. Do not sign this agreement before you read and understand it. This contract is subject to all terms and conditions set forth on the attachment to this contract. By executing this agreement, Buyer acknowledges all the terms and conditions herein and acknowledges receipt of a copy of this contract.

Exhibit A:

Municipal Parking Lot "R"



Lease Agreement
Area



Data Source:
 City of St. Charles, Illinois
 Kane County, Illinois
 DuPage County, Illinois
 Projection: Transverse Mercator
 Coordinate System: Illinois State Plane East
 North American Datum 1983
 Printed on: August 31, 2023 11:41 AM



0 21 42 Feet

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Powered by Precision GIS

Exhibit A:

Legal Description Municipal Parking Lot "R"

LOT S 1, 2, 3 IN BLOCK 50 OF THE ORIGINAL TOWN OF ST. CHARLES, ON THE WEST SIDE OF FOX RIVER, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS

PIN: 09-34-108-012

THE SOUTHERLY 71.0 FEET OF LOT 4, BLOCK 50 OF THE ORIGINAL TOWN OF ST. CHARLES, ON THE WEST SIDE OF THE FOX RIVER, KANE COUNTY, ILLINOIS

PIN: 09-34-108-015

Exhibit C:

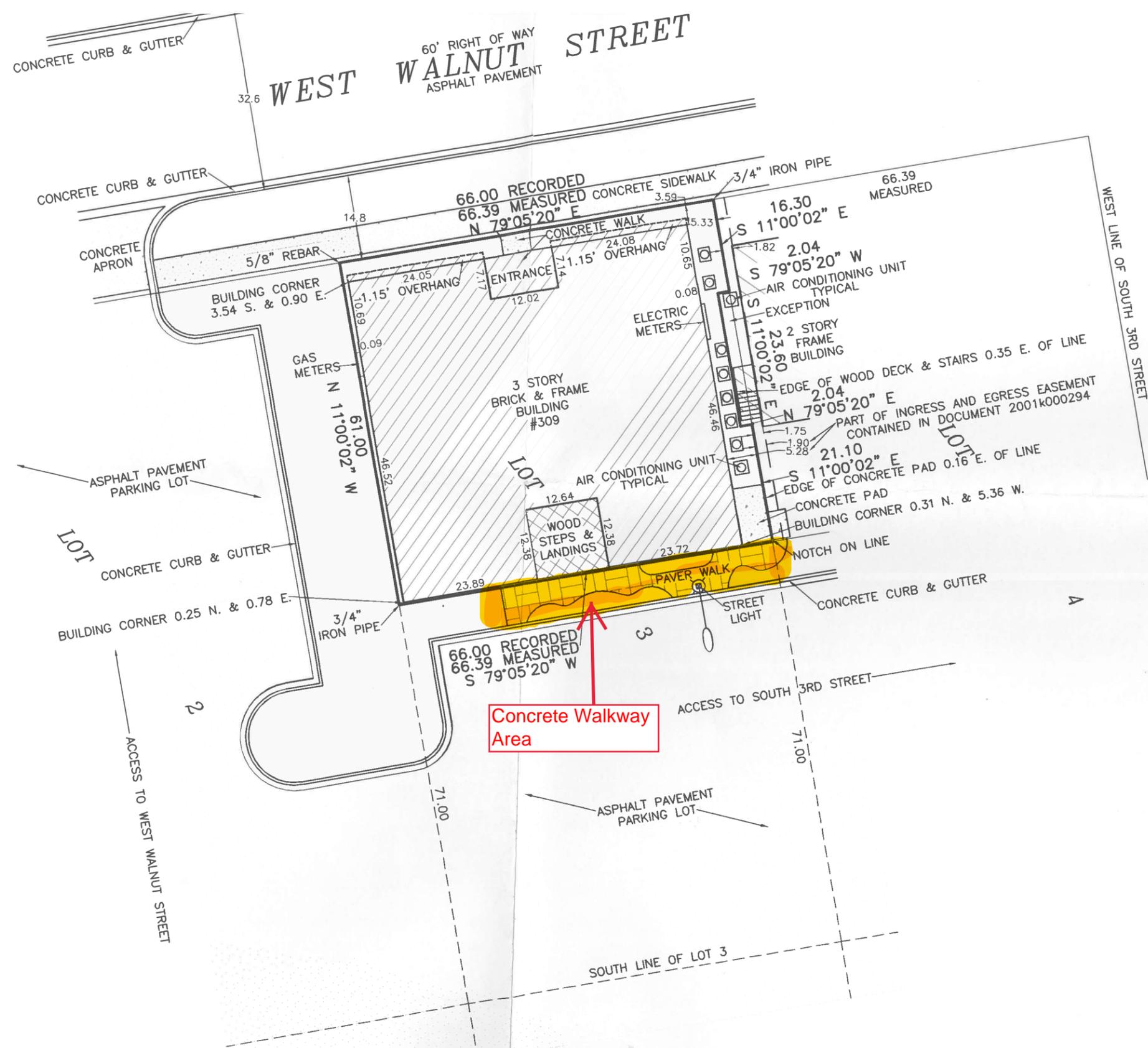
Licensee Property

309 Walnut St.

THE NORTHERLY 61.00 FEET OF LOT 3 (EXCEPT THE SOUTHERLY 23.60 FEET OF THE NORTHERLY 39.90 FEET OF THE EASTERLY 2.04 FEET THEREOF) BLOCK 50 OF THE ORIGINAL TOWN OF ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

Exhibit D:

Concrete Walkway



MEASURED LAND AREA: 4002 SQUARE FEET (0.092 ACRES)

THIS SURVEY IS BASED ON TITLE COMMITMENT/POLICY #18NW713072RM
EFFECTIVE DATE: MAY 1, 2018 BY: CHICAGO TITLE INSURANCE COMPANY

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

TO: CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT



CITY OF
ST. CHARLES
ILLINOIS • 1834

AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4f

Title:

Recommendation to Approve a Resolution Authorizing the Release of a Request for Proposals for a Downtown Riverfront Property Feasibility Study (ED2023-41)

Presenter:

Derek Conley, Economic Development Director

Meeting: Planning & Development Committee

Date: September 11, 2023

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

On Jun 26, 2023, at the City Council Meeting (Workshop) the City Council directed staff to create and issue a Request for Proposals for a Downtown Riverfront Property Feasibility Study. The subject property is commonly known as the former Police Department site, at 10 State Ave. The City is NOT seeking development proposals or concepts from developers at this time. The intent of the development feasibility study is to evaluate the site from a land-use, infrastructure, and financial perspective to determine feasible development options that align with the City’s vision of the property. The specific scope of services includes:

- Public Engagement program
- Environmental Site Assessment
- Geotechnical Analysis
- Floodplain Mitigation Analysis
- Utility Analysis
- Demolition Costs
- Traffic Study
- Parking Analysis

Per direction from City Council, the scope of services does not include the creation of any site plans and renderings of potential development ideas. RFP responses are due November 16, 2023 and the staff anticipates bringing a contract forward for approval in January/February 2024.

Attachments *(please list):* Notice to Professional Service Providers - Downtown Riverfront Property Feasibility Study (ED2023-41)

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Approve a Resolution Authorizing the Release of a Request for Proposals for a Downtown Riverfront Property Feasibility Study (ED2023-41)



Notice to Professional Service Providers

Downtown Riverfront Property Feasibility Study (ED2023-41)

A **Formal Request for Proposal** for the above work is posted on our city website: <https://www.stcharlesil.gov/bids-proposals>

Brief Description: The City of St. Charles (“City”) is seeking proposals from qualified firms to conduct a development feasibility study of City-owned property along the Fox River, 10 State Avenue, in Downtown St. Charles. The City is NOT seeking development proposals or concepts from developers at this time. The intent of the development feasibility study is to evaluate the site from a land-use, infrastructure, and financial perspective to determine feasible development options that align with the City’s vision of the property.

Targeted Timeframe *(subject to change without notice)*

RFP published	https://www.stcharlesil.gov/bids-proposals	September 19, 2023
Questions due prior to 8:00am	Procurement@stcharlesil.gov	October 20, 2023
Answers published	https://www.stcharlesil.gov/bids-proposals	October 27, 2023
Responses to RFP due prior to 10:00am	There will not be a public opening.	November 16, 2023
Invitations to Interview	notification via e-mail	TBD
Interviews	2 East Main St; St. Charles, IL	TBD
Council/City Administrator Award	Anticipated Award Date:	January/February 2024

Service Period Anticipated Notice to Proceed: January/February 2024

Completion Date: City will rely on consultant experience on adequate time to complete scope of services. The City prefers to have the study completed by September 2024.

Solicitation Document includes

- Notice to Professional Service Providers
- Section 1: Instructions to Proposers for Professional Services
- Section 2: Special Provisions for Professional Services
- Section 3: Requirements and Specifications
- Section 4: Proposal Response Documents
 - Cover Page
 - Signature Page
 - Price Proposal Page
 - Certification of Compliance
 - Service Provider Response Requirements
- Section 5: Award Document – St. Charles Agreement for Professional Services
 - Exhibit A: This solicitation document and all addenda
 - Exhibit B: Awarded Response and Clarification Documents
 - Exhibit C: Insurance Requirements
 - Exhibit D: Change Order Document

INSTRUCTIONS TO PROPOSERS FOR PROFESSIONAL SERVICES

Solicitations are open to all qualified firms actively engaged in providing the services specified and inferred.

SOLICITATION PROCESS

Request for Proposal

- 1) The City of St. Charles solicits qualified firms for Professional Services.
- 2) Firms are qualified based on either
 - a) A public formal Request for Qualifications which may be either a separate solicitation or incorporated within a Request for Proposal.
 - b) Prior experience with the City's facilities, equipment, infrastructure, or issue at hand.
 - c) Prior experience providing the service.
- 3) A formal Request for Proposal is submitted to qualified firms.
- 4) It is the responsibility of the Proposer to seek clarification of any requirement that may not be clear. Questions concerning this request shall be submitted via e-mail to Procurement@stcharlesil.gov by the last date for questions as reflected on the first page of this document. A written response in the form of an addendum will be published by the date stated.
- 5) Proposers shall acknowledge the receipt of any addendum in the spaces designated in the Response Documents.

The Cone of Silence

- 6) The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences.
- 7) During the period beginning with the issuance of the Request for Proposal through the execution of the award document, proposers are prohibited from all communications regarding this request with City staff, City consultants, City legal counsel, City agents, or elected officials.
- 8) Any attempt by a proposer to influence a member or members of the aforementioned may be grounds to disqualify the proposer from participation in this solicitation.

Exceptions to the Cone of Silence

- 9) Written communications directed to Procurement@stcharlesil.gov
- 10) All communications occurring at pre-bid meetings.
- 11) Oral presentations during finalist interviews, negotiation proceedings, or site visits.
- 12) Oral presentations before publicly noticed committee meetings.
- 13) Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.
- 14) Procurement of goods or services for Emergency situations.

Investigation

- 15) It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified.
- 16) If a work site is involved in this solicitation, and the site of the work is:
 - a) An area restricted from the general public, an opportunity will be provided for proposers to perform this inspection.
 - b) An area open to the general public, the proposer may perform their inspection at a time of their choosing.
- 17) Participating Supplier shall inspect in detail the delivery location, installation site, and/or work site and familiarize themselves with all the local conditions and the detailed requirements of delivery, installation, or construction.
- 18) No plea of ignorance by the Participating Supplier of conditions that exist or that may hereafter exist, as a result of failure or omission on the part of the Participating Supplier to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City, the compensation to the supplier, or a change in the formal offer submitted to the City per City's defined cost structure.

Proposals

- 19) Proposals must be submitted electronically. All necessary documents are available through the City's website, <https://www.stcharlesil.gov/bids-proposals> which provides a hyperlink to DemandStar. Downloading documents and submitting proposals requires registration with "DemandStar." You can register and create an account by going to www.demandstar.com/register.rsp. DemandStar is a free service used to browse solicitation opportunities, receive general or targeted solicitation opportunity notifications, and participate in procurements.

Signatures as Offer

- 20) Under the conditions of the Uniform Commercial Code, the signing of the proposal by the proposer constitutes an offer. If accepted by the City, the offer becomes part of the contract.
- 21) Signatures (*reference signature page*) by
- Individuals or sole proprietorships shall be signed by a person with the authority to enter into legal binding contracts. Said individual shall use his usual signature.
 - Partnerships shall be signed with partnership name by one of the members of the partnership, or an authorized representative, followed by the signature and title of the person signing.
 - Corporations shall be signed with the name of the corporation, followed by the signature and title of person authorized to bind it in the matter.

Withdrawal of Offers

- 22) Offers may be withdrawn at any time prior to the due date.
- 23) Offers may not be withdrawn after the due date without the approval of the Procurement Division.
- 24) Negligence in preparing an offer confers no right of withdrawal after opening/due date.

Timeframe and Consequences

- 25) Offers must be received before the designated time.
- 26) Unless otherwise specified in the solicitation, offers shall be binding for ninety (90) calendar days following due date.

Receipt of Formal Offers

- 27) Firms submitting formal offers will be identified on a formal List of Proposers published on the City's website <https://www.stcharlesil.gov/bids-proposals> within two business days.

Taxes

- 28) The City is exempt by law from paying sales tax on goods, equipment, and products permanently incorporated into the project, from State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax.
- 29) The City's Sales Tax Exemption Number is E9996-0680-07.

EVALUATION OF OFFERS

Receipt of One (or too few) offers

- 30) If the City receives one or too few proposals, as defined by the City, the City may reschedule the due date. The offers received will be:
- Held until the new due date and time, if there are no changes in requirements, and pending agreement with the Proposer.
- 31) If the request was publicly broadcast, and the City did not receive any proposals, the City may negotiate with any interested parties.

Determining Responsiveness of the Proposal

- 32) Responsive offers will be reviewed for compliance, and if compliant, will be deemed responsive.
- 33) Responsive offers are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation, inclusive of all requirements, compliant to all product specifications, able to meet

delivery requirements, accepting of all contract terms and conditions.

- 34) The degree to which a proposal meets the requirements is determined solely on the judgment of the Procurement Division.

Determining Qualifications

- 35) Participating Suppliers submitting responsive offers will be evaluated, and if qualified, will be deemed responsible.
- 36) The City reserves the right to determine the competence, the financial stability and the operational capacity, professional skills, and qualifications of the Participating Supplier.
- 37) Upon request by the City, Participating Supplier shall furnish evidence for the City to evaluate their resources and ability to provide the goods/services required. Such evidence may include; but not be limited to: tour of facilities, staffing levels, listing of equipment and vehicles, certificates, licenses; listing of committed but not yet completed orders; financial statements.
- 38) Participating Suppliers may be required to submit samples of items within a specified time frame and at no expense to the City. If not destroyed in testing, samples will be returned at the Participating Supplier's request and expense. Samples which are not requested for return within thirty (30) days of the completion of the evaluation will become the property of the City.
- 39) Participating Suppliers may be required to affect a demonstration of the good/service being proposed. Such demonstration must be at a site convenient and agreeable to the affected City personnel and at no cost to the City.
- 40) Participating Suppliers may be offered the opportunity to interview. The City does not intend to interview all Participating Suppliers.
- a) Participating Suppliers may be required to submit additional data during the interview process.
 - b) The City does not intend to require additional data from all interviewed finalists - only when in the City's best interest.
 - c) Time frame for interviews are reflected in the Schedule portion of the solicitation.
- 41) Participating Suppliers may be required to provide references. The City reserves the right to contact said references or other references that may be familiar with the Participating Supplier.
- a) The City will contact references to verify Participating Supplier's ability and skill to perform the work required based on: past work of similar nature, quality of work, proactive nature of work crew, adherence to the project's production schedule and proposed price constraints, and references' feedback on the supplier's/proposer's character, integrity, and reputation for good judgment.
 - b) The City may require a site visit. Participating Suppliers will be asked to include applicable locations within a 200-mile radius of the City of St. Charles. The City will obligate its own funds for travel to any site that arises from the evaluation of proposal responses.
- 42) The City reserves the right to eliminate a Participating Supplier who has not demonstrated the required years of service within the required specialty.
- 43) The City reserves the right to determine if any of the above or other information might hinder or influence the quality of the work specified, or impair the prompt completion of additional work such as future maintenance and service.
- a) Past unsatisfactory performance is sufficient to justify a finding of non-responsibility.
 - b) Previous award of work does not guarantee future award(s).

Waivers and Rejections of Submittals

- 44) The City reserves the right to waive any informality, technical requirement, deficiency, or irregularity in the submittal. The City may conduct discussions with Participating Suppliers to further clarify the submittal as may be necessary. Clarification and/or correction of the submittal shall be effected by submission to Procurement@stcharlesil.gov of the corrected page of the submittal with changes documented and signed. Receipt must be within 3 hours of request.
- 45) The City reserves the right to reject any or all submittals for any reason including but not limited to: budgetary constraints, unclear solicitation documents, change in needs, suspicion of collusion, pricing aberrations, front end loading; mathematically unbalanced proposals in which material requirements for some items are

substantially higher to comparable proposals; poor quality or poor performance in past City contracts, and other reasons deemed important to the City.

Confidential Information

- 46) Proposals are subject to Illinois State FOIA requirements including the following exemptions:
- a) (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7.
 - b) Exemptions. (1) The following shall be exempt from inspection and copying: (g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business and only insofar as the claim directly applies to the records requested.
- 47) ***Proposers considering requests to be proprietary and confidential should submit an additional redacted offer. Failure to do so may result in information becoming available to the public.

REQUIREMENTS if Awarded the Work:

Contracts

- 48) The successful Proposer is required to enter into a contract with the City covering all matters set forth in the solicitation document, addenda and clarification process.
- 49) Contract must be fully executed by the proposer within ten (10) days of notice to award. Any delays will postpone staff's submittal for City Council/City Administrator approval.

Insurance

- 50) The successful Proposer, if awarded by contract, will be required to carry insurance acceptable to the City. (Reference Contract Exhibit C).
- 51) Certificates of Insurance, Endorsements, and a Waiver of Subrogation must be submitted with the execution of the order.
- 52) The Proposer's obligation to purchase stated insurance cannot be waived by the City's action or inaction.

Security Clearance

- 53) Background checks inclusive of finger printing MAY be required for service providers working in secured areas. Service providers will submit a list of employees' names to the Project Manager who will coordinate the background checks with the City's Police Department.
- 54) Anyone with a background history showing a conviction for a felony; theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or anyone showing a felony charge pending, or who has any outstanding warrants of any type, including misdemeanor traffic or felony warrants, may be subject to arrest, and will not be allowed to work under this contract.

Audit

- 55) The successful Proposer may be audited by the City or an agent of the City. Audits may be at the request of federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the City or other parties which in the City's opinion requires information. Data, information and documentation will include, but not be limited to, original estimate files, change order estimate files, detailed worksheets, subcontractor proposals, supplier quotes and rebates, and all project related correspondence, and subcontractor and supplier change order files.

Protests

- 56) Any Proposer who claims to be aggrieved in connection with the selection process, a pending award, or other reasonable issue may initiate a protest.
- a) Protests involving the solicitation process must be presented in writing to Procurement@stcharlesil.gov no later than the last date for questions as reflected on the first page of this document.
 - b) Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to Procurement@stcharlesil.gov no later than three business days after results are publicly posted.

- 57) Protests must include: the name and address of the protestor; the title and solicitation # of the solicitation; and if available: if an award has been recommended, the city public meeting agenda #, the award document number, identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation (Exhibits, evidence, or documents to substantiate any claims).
- 58) A person filing a notice of protest will be required; at the time the notice of protest is filed, to post a bond in the form of a cashier's check in an amount equal to twenty-five percent of the City's estimate of the total value of the award, or \$1,000, whichever is less.
- a) If the decision of the Protest does not uphold the action taken by the City, then the City shall return the amount, without deduction, to the Proposer filing the protest.
 - b) If the decision of the Protest upholds the action taken by the City, then the City shall retain the amount of the cashier's check in payment for a portion of the cost and expense for time spent by City staff in responding to the protest and in conducting the evaluation of the protest.
- 59) Upon receipt of the notice of protest, the Procurement Division shall stop the award process.
- a) The Procurement Division will rule on the protest in writing within two business days from receipt of protest.
 - b) Appeals of the Procurement Division's decision must be made in writing within two business days after receipt thereof and submitted to the City Administrator for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
 - c) The City Administrator's decision is final.

Special Provisions for Professional Services

Part 1: REGARDING THE SOLICITATION PROCESS:

A) Required Submittal Documents

- 1) Cover Page
- 2) Signature Page
- 3) Price Proposal Page
- 4) Certification of Compliance
- 5) Service Provider Response Requirements

B) Evaluation Criteria

The awarded proposer will be selected based on:

- Quality of response
- Capacity to complete all City requests identified in the Scope of Services
- Experience conducting similar development feasibility studies
- Ability to complete by defined timeframe
- References
- Cost

C) Evaluation Process

- 1) An evaluation committee comprised of City staff will review, evaluate and score all proposals and interviews based on the criteria and weights defined below.
- 2) Proposals will be reviewed for compliance, and if compliant, will be deemed responsive.
 - i. Responsive proposals are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation request, inclusive of all requirements, able to meet delivery requirements, accepting of all contract terms and conditions.
 - ii. The degree to which a proposal meets the requirements is determined solely on the judgment of the Procurement Division.
- 3) Proposer Qualifications will be reviewed, and if qualified, will be deemed responsible.
- 4) Proposals deemed both Responsive and Responsible will be reviewed by the evaluation committee. The committee will utilize the Evaluation Criteria when reviewing proposals.
 - i. The City reserves the right to seek clarification of proposals.
- 5) Proposed Fees will be analyzed for totality of costs.
- 6) Finalists may be invited for an interview.
 - i. The City does not intend to interview all proposers.
 - ii. Proposers may be required to submit additional data during the interview process.

D) Basis of Award

- 1) Award is based on the best overall value to the City; and deemed most advantageous to the City, based on the totality of lawful considerations, price and other factors considered.
- 2) While numeric evaluations may be used in some aspects of the process to identify strengths and weaknesses of proposals, and to establish a ranking, the final decision will be a business decision by the City and will not be based on a numerical score. A recommendation to award will document the basis for the award decision.
- 3) Except as otherwise stated, proposers will be awarded within ninety (90) days from the opening date.
- 4) The City reserves the right to award a shorter term of service, by phase or deliverable, part or portion of a phase or deliverable, any line item or option regardless of order listed.

Part 2: REGARDING THE WORK

E) The Contract for Professional Services is attached for reference at the end of this document.

F) Contract Administration

- 1) A "Work May Proceed" order will be issued by Procurement upon confirmation of a properly executed contract.
- 2) Once the "Work May Proceed" order is issued, the work will be turned over to the City's Project Manager.
 - i. The Project Manager's primary responsibility is to assure the City receives the professional services in accordance to the requirements of the contract. The Project Manager will, but is not limited to: oversee the entire project from kick-off activities through close out and payment of final invoice; monitor project progress; address any quality issues and change orders; review and approve deliverables.

G) Communications Plan

The Service Provider is required to provide the City's Project Manager with updates of the project inclusive of but not limited to: portion of work completed, assumptions, problems encountered... The updates can be in person or over the phone, at the discretion of the City.

H) Change Order Procedure

The City reserves the right to make changes to the Scope of Work by altering, adding to, or deducting from the work, without invalidating the contract. All such changes shall be executed under the conditions of the original contract.

- 1) Issuance of a memo or verbal approval is not to be considered a Change Order and is not authorization to proceed.
- 2) Approved Change Orders are required with any/all changes in, the Scope of Work, the contract sum, the time for completion of services, renewal or any combination thereof.
- 3) Change orders will describe the City approved change(s), will refer to the service provider's recommended proposal for change, and will be signed by the City and the service provider prior to implementing the change.
- 4) All Change Orders shall clearly identify the impact of cost and the effect on time required to perform the work associated with the proposal.
- 5) If the service provider's proposal is found to be satisfactory and in proper order, and both parties agree upon cost or credit and timeframe for the change, the City will authorize the documented Change Order which will be confirmed as a contract amendment.

I) Payment

- 1) Services shall be invoiced monthly or on an agreed upon schedule.
- 2) Authorization of payment requires receipt of service provider's invoice, acceptance of services by Project Manager and receipt of other required paperwork.
- 3) The City complies with the Illinois Local Government Prompt Payment Act which states that any bill approved for payment shall be paid within 30 days after date of approval.

J) Service Issues

The service provider shall not be reimbursed until services are compliant.

Requirements and Specifications

EXECUTIVE SUMMARY

The City of St. Charles is seeking proposals from qualified firms to conduct a development feasibility study of City-owned property along the Fox River, 10 State Avenue, in Downtown St. Charles, IL. The City is NOT seeking development proposals or concepts from developers at this time. The intent of the development feasibility study is to evaluate the site from a land-use, design, infrastructure, environmental, and financial perspective to determine feasible development options that align with the City's vision of the property. The information collected in the feasible study may be used to issue a Request-For-Proposal seeking development or land-use options for the property.

The property includes a former Police Station facility, and may also incorporate adjacent open spaces and parking lots, as defined herein and shown in the attachments.

In 2020 the City updated its Comprehensive Plan recommendations for the Downtown Sub Area, in part due to the anticipated redevelopment of this City-owned site. City Staff gathered community input on the future development of downtown St. Charles through several community visioning sessions. The feedback that was solicited throughout the planning process significantly influenced the guidelines and recommendations established in the updated plan.

The City issued a Request-for-Concepts on November 15, 2021. In March of 2022, the City received four concept proposals from four developers. Two of the proposals were heavily residential and two of the proposals were considered mixed-use. After review, City Council voted to reject all proposals citing the need for more information about the site before committing to a specific development. City Council directed staff to hire a firm to conduct a feasibility study to investigate the site further.

SITE PROFILE

The subject property is located immediately north of the St. Charles Municipal Center in downtown St. Charles. The site is adjacent to other City facilities, including Century Station offices, City Fire Station #1 and various utility structures. The site is located on the east side of the Fox River with frontage on Riverside Avenue and is centrally located with easy access to restaurants, entertainment, and shopping elsewhere within Downtown and outdoor recreation along the riverfront. See Project Site Area, Attachment A, for reference.

Site Description:

The property includes the core Police Station site, depicted in Attachment A, with adjacent open spaces and parking lots. The structures that comprise the former Police Department facility are of various ages and include late 19th or early 20th century industrial buildings and a 1980s era "wing" along the riverfront that was constructed around a central access court. This court provides access to a City water well site located inside the court. The structures are within the City's Central Historic District, but all are rated as "Non-Contributing" structures.

Zoning:

The core redevelopment site of the former Police Station is mostly zoned CBD-1, Central Business District. The purpose of the CBD-1 is to provide for the maintenance and orderly growth of a mixed use, pedestrian friendly, compact district of retail, service, office, and higher density residential uses in the central area of the City. A small amount of land on the north end of the Police Station facility is zoned Public Land.

The CBD-1 zoning district has no maximum building coverage but restricts building heights to a maximum of 50 feet. The City may allow a Planned Unit Development (PUD) review process thereby allowing land-use and design elements that are not currently allowed per existing zoning.

In addition to plans for the core Police Station site, there are adjacent parking lots to the east and south of the core site that are included in the subject area, which have been considered to be incorporated into a redevelopment of the area. These parking lots are identified as “Area A” and “Area B” on Attachment A. Area A is zoned CBD-2.

The purpose of the CBD-2 Mixed Use District is to provide a properly scaled mixed-use transition between existing single-family residential neighborhoods the retail core of the CBD-1 Central Business District. The CBD-2 District permits a mix of retail, service, office, and medium-density residential uses within buildings that are of a reduced height and scale than that permitted in the CBD-1 District. However, development in this district is also intended to retain a pedestrian oriented character, similar to that of the CBD-1 District. Area B is zoned CBD-1. See Attachment B for Zoning and Building Height map.

Site Conditions:

The City has identified three site conditions that could present a challenge to any development on the property and could alter how any development of the property is designed and its financial feasibility. See Attachment C for Utilities and Floodplain map.

- 1) No environmental analysis has been conducted on the site to-date; however, given the historical uses of the property, there is potential that environmental remediation may be required as a part of the redevelopment project. It is expected that a Phase 1 Environmental Study will be conducted to ensure the site is appropriately remediated and costs for the cleanup costs are estimated.
- 2) Historically, developments situated along the river in the downtown have encountered bedrock and the City suspects that this site would not be any different.
- 3) The site includes floodplain along the Fox River. The 100-year floodplain line follows the existing topography around the buildings and will likely be impacted by any redevelopment of the site. Floodplain elevations and regulations applicable to buildings near a floodplain will be important site engineering considerations.

Utilities:

The project site is served by all standard City of St. Charles public utilities including water, storm sewer, sanitary sewer and electric. (Note that the electric service in St. Charles is provided by a City-operated Municipal Electric Utility.)

There are a number of utility lines crossing through or around the site that may not be easily relocated; the effects of which may add substantial costs or limit the building footprint of any redevelopment. The area also includes fixed utility facilities, such as a City well site and electric substation, which cannot be relocated, and whose connections and access must be maintained.

With respect to specific utility lines crossing through or around the site:

- Sanitary sewers passing around the site are regional trunk lines that likely cannot be rerouted.
- Certain watermains could potentially be re-routed; however, the mains interconnect with fixed facilities in the immediate area (including two well sites, a treatment building and a reservoir building). Also, the network of underground infrastructure is crowded, which may limit routing alternatives. Additionally, other downtown development projects have struggled with very-old and undersized municipal water mains, and any substantial development proposed for this area may have similar struggles.
- Overhead electric poles along the east side of Riverside Avenue carry both Commonwealth Edison power to the substation site and City electric distribution lines exiting the site. The City believes it would be a substantial cost to place these lines underground.

River Corridor Open Space:

It is a priority of the Comprehensive Plan to maintain public open space along the riverfront. The 2020 Comprehensive Plan update for Downtown provides guidance that, at a minimum, there should be a 60-foot-wide open space corridor running along the east shoreline of the Fox River. It also identifies a 20-foot minimum river trail/promenade width be included within this open space. The City has included the 60-foot-wide open space as “Area C”, identified on Attachment A, as a potential part of the project site; however, Area C should be maintained as some form of open space in conformance with the Comprehensive Plan. There is an opportunity for shared public and private uses within the open space corridor and along the river walk path.

Special Service Areas:

The properties are located in entirely two of the City’s Special Service Areas- 1A and 1B.

- SSA-1A provides for the maintenance of public parking to serve the downtown.
- SSA-1B provides for downtown revitalization efforts relating to economic development and promotional activities in the downtown area.

SCOPE OF SERVICES

Planning

1. **Public Engagement:** The City conducted a Comprehensive Plan Amendment in 2019-2020, which included public engagement via various community meetings. The plan added the Police Station site as a Downtown Subarea “Catalyst Site”- defined in the plan as “underutilized properties where redevelopment could have a catalytic impact on the surrounding area.” The plan recommended an open space corridor along the river, and mixed-use redevelopment of the Police Station property. The proposals submitted for the 2022 Request-for-Concepts reignited discussions regarding the highest and best use of the property. Before the City would re-issue an RFP for the development of the property, developers need more direction on the type of project, amenities, and design features that would be broadly supported by the community and City Council.

The City is seeking a public engagement program which would allow for community residents and stakeholders to provide input on how the property is utilized. For other planning/strategic projects, the City has used Open-house style community meetings, surveys, focus groups, and a project website to engage the community. The City will rely on the consultant for best practice methods to engage with the public.

Technical

1. **Environmental Site Assessment:** A Phase I Environmental Site Assessment will need to be performed to understand the current environmental conditions and the potential scope and cost of any remediation.
2. **Geotechnical Analysis:** The City needs to gain a better understanding of the soil structure and bedrock depth across the site. Underground parking has been suggested at this site. Ultimately, there needs to be an understanding of how the soil structure and bedrock would impact any development, but specifically the feasibility of underground parking.
3. **Floodplain Mitigation Analysis:** The site being partially encumbered with floodplain adds an additional barrier to development of the property. The City is seeking concepts for how the floodplain can be mitigated in a cost-effective manner and be incorporated into the site design.

4. Utility Analysis: The site is already served by public utilities including water, storm sewer, sanitary sewer, and electric. The City is seeking an analysis which identifies the services current condition and capacity. Ultimately, the City would like to determine the following:
 - a. Do the existing utilities need to be replaced regardless of what type of development occurs on the property?
 - b. What types of development can be supported by the existing utility infrastructure?
 - c. What types of development would require utility upgrades?
 - d. Is it more efficient or cost effective to develop around the existing utility infrastructure or relocate in order to accommodate a larger development? What utilities would be cost effective to relocate?
5. Demolition Costs: The City is seeking an estimate for the cost to demolish the structures on the property and secure the site.
6. Traffic Study: The property is adjacent to Riverside Ave which intersects with Main Street (Route 64). There are two streets that are perpendicular to Riverside Ave, and thus have access to the subject property, State Ave and Cedar Ave. These streets have small retail uses closer to the subject property but also connect to surrounding residential neighborhoods and Fifth Avenue (Route 25). The subject property is also directly across from the active City of St. Charles Fire Station 1. The Fox River regional bike trail crosses through the site area on-street along Riverside and State Avenues. Bike and pedestrian traffic crosses through the site to Pottawatomie Park and the Great Western Trail bike bridge across the Fox River.

The City is requesting a traffic study be conducted to analyze the impact of various development options which vary from low intensity-uses to high intensity-uses. The analysis should address the following issues:

- a. Riverside Ave Capacity
 - b. Needed improvements at the intersect of Main Street/Riverside Ave
 - c. Limiting traffic congestion on State Ave and Cedar Ave
 - d. Avoid traffic conflicts with Fire Station 1
 - e. Pedestrian and Bike Trail infrastructure improvements through the site area
7. Parking Analysis: The City is currently in the process of conducting a Downtown Parking Study. The consultant would be expected to utilize data and information gained from the study to evaluate how parking can be addressed on the subject property for a variety of uses.

Project Area

The Project Area is depicted on Attachment A. While the focus area for the feasibility study area is the Police Station Site, the study area also includes Area A, B, and C as these areas may impact and/or be included in the proposed redevelopment of the Police Department Site.



Cover Page

Downtown Riverfront Property Feasibility Study
(ED2023-41)

Based on
Addendum # _____

Proposal Prepared By:			
Firm Name		Sales: Price, Quality and Service	
DBA		Contact Name	
Signature		Phone #	
Print Name		E-Mail	
Position		Customer Service: Purchase Order, Invoicing, Payment	
Phone #		Contact Name	
E-mail Address		Phone #	
Operations: Scheduling and Managing the Work		E-Mail	
Contact Name		Mailing Address for Payment via Check:	
Phone #			
E-Mail			

This business Firm is (check one) An Individual A Partnership A Corporation An LLC

Exceptions: (check one)

This proposal meets and accepts all Requirements, Specifications, Terms and Conditions and Contract Language.

We hereby take the following Exceptions to the Requirements, Specifications, Terms and Conditions and Contract Language (*reference section name and identifying reference*):



Signature Page

Downtown Riverfront Property Feasibility Study (ED2023-41)

The undersigned proposes and agrees, after having examined the requirements and specifications, to irrevocably offer to furnish the services in compliance to all terms, conditions, specifications and applicable addenda. I (we) hereby certify and affirm that being first duly sworn an oath, deposes and states that all statements made herein are made on behalf of the Offeror, that this despondent is authorized to make them and the statements contained herein are true and correct.

In Witness Whereof, the parties have entered into this Contract upon the latter of the date accepted and signed by the City and the date accepted and signed by the Professional Service Provider.

For: City of St. Charles

By: _____
Project Manager – Derek Conley

ATTEST _____

DATE _____

For: Professional Service Provider

If an Individual

By: _____
Signature

Title

If a Partnership

By: _____
Signature

Title

By: _____
Partner

If a Corporation

By: _____
Signature of person authorized to sign

Title

ATTEST _____

If a Joint Venture

By: _____
Signature

Title

By: _____
Signature

Title

DATE _____

Attach seal here



Price Proposal Page

Downtown Riverfront Property Feasibility Study (ED2023-41)

I (we) propose to furnish all services as specified in the attached solicitation documents at the below price. No additional charges over said pricing will be accepted by the City without an authorized change order and written approval by the Purchasing Division confirmed via purchase order amendment.

**Total Flat Fixed Fee for Downtown
Riverfront Property Feasibility Study**

\$ _____

Please include a detailed summary of expenses and a timeline for completing the proposed project.

We accept payment via City of St. Charles credit card, **without additional** fees. Yes No

We will allow a discount of _____% if payment is received within _____ days of invoice.



Certification of Compliance

- (A) The undersigned certifies that, pursuant to the **Equal Opportunity Employer** provisions of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375, the bidder is compliant with all Equal Employment Opportunity Commission ("EEOC") requirements.
- (B) The undersigned certifies that, pursuant to the **Illinois Human Rights Act** provisions of Section 775 ILCS 5/2-105, the bidder complies with and certifies that it is in compliance with all equal employment practice requirements contained therein, and that it has adopted a written sexual harassment policy that meets the minimum requirements.
- (C) The undersigned certifies that, pursuant to the Public Act 101-0221, Section 2-109, and the City of St. Charles Anti-Harassment Policy (adopted by ordinance on December 16, 2019), the bidder complies with and certifies that **Sexual Harassment Prevention Training** is provided at least once a year to all employees who work with City employees and/or on City property. The City may, at any time, request proof of the vendor's compliance, and the vendor will comply with evidence within two business days.
- (D) The undersigned certifies that, pursuant to the **State of Illinois Law** provisions of Section 720 ILCS 5/33E prohibiting **Bid-rigging or Bid-rotating**, the bidder is not barred from bidding on this project, or entering into a contract for this project.
- (E) The undersigned certifies that, pursuant to the **Federal Acquisition Regulation** (FAR 48 C.F.R. §52.203-2) the bidder agrees that:
- Prices in the offer have been arrived at independently without consultation, communication, or agreement with any other competitor;
 - Prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other competitor before bid opening or contract award unless otherwise required by law; and
 - No attempt has been made or will be made by the bidder for the purpose of restricting competition.
- (F) The undersigned certifies that, pursuant to the **Illinois Department of Revenue Tax Laws** provisions of Section 65 ILCS 5/11-42.1-1, the bidder is not barred from doing business with any unit of local government in the State of Illinois as a result of a delinquency in payment of any taxes unless the bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax.
- (G) The undersigned certifies that, pursuant to the **Illinois Drug Free Workplace Act** provisions of Section 30 ILCS 580/3, the bidder deposes states and certifies that it will provide a drug free workplace, inclusive of all satellite locations as well as the City of St. Charles sites.
- (H) The undersigned certifies that, pursuant to the **Illinois Prevailing Wage Act** provisions of Section 820 ILCS 130/0.01 et seq, the bidder, when required, is in compliance with all requirements of, including provisions as to wages, medical and hospitalization insurance and retirement benefits for those trades covered in the Act. Pursuant to **Illinois Public Act** provisions of Section 94-0515 and all provisions of the **Employee Classification Act**, provisions of Section 820 ILCS 185/1 et seq., said bidder agrees to submit certified payroll records as required.
- (I) The undersigned certifies that, pursuant to the **Employment of Illinois Workers on Public Works Act** provisions of Section 30 ILCS 570/0.01, et seq., the bidder is in compliance with all requirements. Furthermore, the bidder certifies that it will demonstrate a good faith effort toward providing equal employment opportunities for City of St. Charles residents to work as crafts persons, consistent with the racial, ethnic, and gender demographics of the City's labor force.
- (J) The undersigned certifies that, pursuant to the **National Security/USA Patriot Act** as defined in Presidential Executive Order 13224, the bidder and all affiliated parties, are not working for or with, nor acting on behalf of, a Specially Designated National and Blocked Person.
- (K) The undersigned certifies that they have not colluded with or participated in any **unethical practices** with any person, firm or employee of the City of St. Charles which would in any way be construed as an unethical business practice.
- (L) The undersigned certifies that, pursuant to the Public Act 102-0265, which amends the Property Tax Code 35 ILCS 200/18-50.2, the bidder, when required, states and certifies that it will provide the City of St. Charles with a **Vendor Information Reporting Form** upon request.

Check One:

- There are no conflicts of interest** and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the City of St. Charles in writing.
- There is an affiliation or business relationship** between you, your management or staff, your firm or your firm's ownership, and an employee, officer or elected official of the City of St. Charles who makes recommendations to the City of St. Charles with respect to expenditures of money, employment, and elected or appointed positions. Provide on a separate letter included with your response any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each City of St. Charles affiliate with whom you, your firm or your firm's ownership, management or staff has an affiliation or a business relationship.

Company Name _____ **Signature** _____ **Date** _____

Certification of Compliance



Service Provider Response Requirements

Downtown Riverfront Property Feasibility Study (ED2023-41)

Please provide the below information

Experience and Capabilities

1. Experience as evidenced by a listing of references from similar projects in size and scope within the past five (5) years. Include contact information (name, title, e-mail address, and phone #) for the individual who oversaw the quality of the work and authorized payment. References within the greater Chicago area preferred.
2. Evidence of Financial Stability to fund this project and any and all continuing services this project may require throughout the standard life cycle: i.e. Annual Report; D&B Report, Credit Reference, Letter from Bank
3. Provide a W-9

Statement of Experience (not to exceed 3 pages)

4. How many years has your firm been in business under this name? Any other name? Other ownership? Provide details.
5. What is the value of the firm's work: Completed in the past 12 months? Now under contract?
6. What is the number of clients in your firm: Serviced in the past 12 months? Now under contract?
7. How many years has the individual who will oversee our project worked in a leadership role on projects similar in scope and size? Provide: Resume and personal references from past related projects (even if associated with a different firm);
8. What are the roles and expectations of each staff member assigned to the project?
9. How do you measure and gauge performance capabilities?

Work Specific Knowledge

10. Credentials / Licenses / Certifications
11. Attach a list of the areas of work that will be performed by a sub-contractor or other firm.

Safety Risk

12. Certificate of Insurance (proof of)
13. A brief explanation of the following:
 - a. A time your organization failed to complete a contract
 - b. Bankruptcy or reorganization
 - c. Judgment claims or law suits against the firm: Awarded and Pending within past five (5) years
14. Any other services your firm may offer that would benefit the City of St. Charles?
15. Critique the scope of work: what works, what deletions, changes or options for achieving desired outcomes do you recommend?
16. Describe more detailed alternatives that impact quality, time, price, and deliverables.



City of St. Charles

REFERENCE FORM

Project: Downtown Riverfront Property Feasibility Study
(ED2023-41)

The following is a list of **FIVE (5)** references that have performed projects similar in size & scope within the last five (5) years.

1. Company Name and Address	Scope of Work:	
	Date(s):	
	Amount:	
	Project Manager:	
	Telephone No:	
	Email:	
Comments:		
Reference Verified: Yes ___ No ___		

2. Company Name and Address	Scope of Work:	
	Date(s):	
	Amount:	
	Project Manager:	
	Telephone No:	
	Email:	
Comments:		
Reference Verified: Yes ___ No ___		

3. Company Name and Address	Scope of Work:	
	Date(s):	
	Amount:	
	Project Manager:	
	Telephone No:	
	Email:	
Comments:		
Reference Verified: Yes ___ No ___		

4. Company Name and Address	Scope of Work:	
	Date(s):	
	Amount:	
	Project Manager:	
	Telephone No:	
	Email:	
Comments:		
Reference Verified: Yes ___ No ___		

5. Company Name and Address	Scope of Work:	
	Date(s):	
	Amount:	
	Project Manager:	
	Telephone No:	
	Email:	
Comments:		
Reference Verified: Yes ___ No ___		

Company Name: _____

Failure to complete and return this form may be considered sufficient reason for rejection of the submittal.

St. Charles Agreement for Professional Services Downtown Riverfront Property Feasibility Study

This agreement for professional services ("**Agreement**") has been awarded on _____, 2023 by City Council / or / by City Administration and is between the City of St. Charles, an Illinois home rule municipal corporation ("**City**"), located at 2 East Main Street; St. Charles, Illinois 60174 and _____ ("**Professional Service Provider**") (Inc/LLC/Co/sole proprietorship), located at _____. City and Professional Service Provider are at times collectively referred to hereinafter as the "Parties."

RECITALS

Whereas, the City issued Request for Proposal #ED2023-41 (**Solicitation**) for professional services entitled Downtown Riverfront Property Feasibility Study ("**Project**");

Whereas, the Professional Service Provider submitted an offer (**Offer**) in response to the Solicitation and the Professional Service Provider represents that it is ready, willing and able to perform the services specified in the project;

Whereas, the Offer was found to meet the City's requirements as specified in the solicitation;

Whereas, the City awarded the Professional Service Provider the Project, inclusive of options / phases # _____ and reimbursable expenses in a total amount not to exceed \$ _____; [Options / Phases not listed have not been awarded.]

Now therefore, in consideration of the foregoing and for the mutual promises hereinafter set forth and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows to the following terms and conditions:

Article 1: Contract Documents

- A. Incorporated Documents.** The Contract documents consist of this Agreement and the following attached exhibits. These attachments along with this Agreement represent the entire integrated Contract between the parties and supersede any and all prior negotiations, representations or agreements, written or oral.
- The City's Purchase Order document, to be generated as the Work May Proceed document upon contract execution, is incorporated as the first page of this Contract and said Purchase Order Number will become the identification number for this contract and thus must be referenced on all related documents, inclusive of invoices.
 - The City's Solicitation Package (minus the response pages and sample award documents), all addenda and any related documents is attached as **Exhibit A**
 - The Professional Service Provider's offer and all related documents is attached as **Exhibit B**
 - Insurance Coverage for Professional Service Provider is attached as **Exhibit C**
 - Change Order Form, which is the sole vehicle authorized to amend contract, is attached as **Exhibit D**
- B. Controlling Document.** In the event of a conflict between this Agreement and any attachment or exhibit, the provisions of this Agreement shall control.

Article 2: Services Contracted

- A. Scope of Services.** Professional Service Provider shall provide awarded Services in accordance with the Project Requirements stated within the City's Solicitation [**Exhibit A**], and the Offer submitted by the Professional Service Provider [**Exhibit B**].
- Truthful and Accurate.** Professional Service Provider represents that such material and information furnished in connection with the Solicitation and this Contract is truthful and accurate.
 - Necessary Documentation.** Professional Service Provider acknowledges that it has furnished exhibits, as listed previously, and will continue to furnish requested and necessary documentation, including but not limited to certifications, affidavits, reports and other information.

c. **Ownership of Project Documents.** All drawings, specifications, reports, and any other project documents prepared by the Professional Service Provider in connection with any or all of the project services shall be delivered to the City for the expressed use of the City. The Professional Service Provider does have the right to retain original documents, but shall cause to be delivered to the City such quality or documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the City unless otherwise specified within this negotiated Contract. The Professional Service Provider agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Professional Service Provider pursuant to the Contract will be made available, upon request, to the City without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the City upon request.

B. Status of Independent Professional Service Provider. Both City and Professional Service Provider agree that Professional Service Provider will act as an Independent Professional Service Provider in the performance of the Project. Accordingly, the Independent Professional Service Provider shall be responsible for payment of all taxes including federal, state, and local taxes arising out of the Professional Service Provider's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Professional Service Provider further acknowledges under the terms of this Contract, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Professional Service Provider is not in any way authorized to make any contract, agreement or promise on behalf of the City, or to create any implied obligation on behalf of City, and Professional Service Provider specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Professional Service Provider, except those specifically identified in this Contract. City shall not have the authority to control the method or manner by which Professional Service Provider complies with the terms of this Contract.

Article 3: Term

- A. Term.** This Contract commences on (date) and terminates on (date) / or / becomes effective upon the latter of the date accepted and signed by the City and the date accepted and signed by the Professional Service Provider and terminates upon completion of Project as defined in writing by the City. Alteration in termination may occur prior to completion of Project in accordance with the following conditions.
- B. Termination of Contract.** The City has the right to terminate this Contract, in whole or in part at any time. Written notice of termination is to be served by the City to the Professional Service Provider's principal or Professional Service Provider's agent personally or by certified or registered mail, return receipt requested. In the event of termination, the City shall pay the Professional Service Provider for satisfactory services performed as of the effective date of termination. The effective date of termination releases the City from any obligations under this Contract. Professional Service Provider shall deliver to the City any finished and unfinished documents, drawings, studies and reports related to the Project. All such documents, studies and reports shall become the property of the City. The City may terminate this Contract, or any portion of it, as is reasonably necessary in accordance with the following conditions:
- a. **Substitution of Key Personnel.** Should any of the key personnel identified in the offer become unavailable to work on the project; and should no temporary replacement personnel be provided within 24 hours following the commencement of the subject key personnel's unavailability; and/or should no permanent substitute personnel reasonably satisfactory to the City be provided within thirty (30) days of key personnel's unavailability; the City may, at its election, declare breach of contract and terminate the contract for non-performance.
 - b. **Non-performance.** Non-adherence to the terms of this Contract and its incorporated documents on the part of the Professional Service Provider is grounds for termination of the Contract. The City will notify the Professional Service Provider in writing with a 24-hour notice specifying the effective date of

termination. In the event of termination due to non-performance on the part of the Professional Service Provider, the City has the authority to contract with an alternate Professional Service Provider to complete this Contract. The Professional Service Provider shall be liable to the City for all incidental and consequential expenses incurred in procuring and securing an alternate Professional Service Provider, including any loss due to alternate Professional Service Provider compensation. The City may deduct expenses and loss, due to breach, from payment to the Professional Service Provider for services already performed. Failure to deduct expenses and losses from the City's payment to the Professional Service Provider does not relieve the Professional Service Provider from the Terms of this condition nor bar the City from seeking alternative legal remedies.

- c. **Unappropriated Funds.** If sufficient funds have not been appropriated to cover the estimated requirement of this Contract, the City may terminate this Contract. The City may terminate for unappropriated funds by serving the Professional Service Provider with a fourteen (14) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for unappropriated funds after performance by the Professional Service Provider has commenced, the termination date controls the final invoice by the Professional Service Provider for previous services under this Contract. The termination date controls all payment obligations of the City to the Professional Service Provider. Payment by the City to the Professional Service Provider upon termination for unappropriated funds constitutes full satisfaction for services rendered.
 - d. **Convenience.** Termination for convenience does not necessitate a reason. The City may terminate for convenience by serving the Professional Service Provider with a seven (7) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for convenience, the termination date controls the final invoice by the Professional Service Provider for previous services under this Contract. The termination date controls all payment obligations of the City to the Professional Service Provider. Payment by the City to the Professional Service Provider upon termination for convenience constitutes full satisfaction for services rendered.
 - e. **Force Majeure.** A party shall not be held liable for failure of or delay in performing its obligations under this Contract if failure of delay is a result of an event of outside force, including a natural disaster, "Act of God", act of war, act of terrorism, government sanction or strike that could not be foreseen or avoided by prudence. Once performance is delayed by this event of outside force, the non-performing party must make every reasonable attempt to minimize delay. Once performance has been delayed one-hundred and twenty (120) days, performance is considered impracticable due to impossibility, and either party may terminate this Contract.
- C. **Stop Work.** The City may, at any time by written order, require the Professional Service Provider to stop all or part of the services required by this contract. Upon receipt of such an order, the Professional Service Provider shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The City will pay for costs associated with suspension provided they are deemed reasonable by the City.

Article 4: Compensation

- A. **Price.** The City shall pay the Professional Service Provider for Services in accordance with the amounts set forth in the Offer. [Exhibit B] The maximum price stated on page 1 of this agreement may not be increased unless the City's Project Manager is provided with supporting documentation to warrant a change, and if upon review and acceptance, a written change order is approved. All change orders shall be by written schedule on a City Change Order form [Exhibit D], and shall be attached as an amendment to this Contract.
- B. **Invoicing.** The Professional Service Provider shall submit an itemized invoice with all supporting documentation as required by the City. Supporting documentation may include, but is not limited to: a supporting schedule of hours worked making explicit the percentage of completion of services as of the date of the invoice; receipts for

travel, postage, duplication, subcontracted services; supplier's invoices to justify material mark-up; certified payroll; waivers of lien; and supplier's invoices to justify material mark-up.

- C. Invoice Submittals.** All invoices must be submitted directly to AccountsPayable@stcharlesil.gov and reference Purchase Order number. Invoices submitted in any other manner will result in a delay of payment.
- D. Payment.** The City shall make all payments in accordance with the Illinois Local Government Prompt Payment Act or Professional Service Provider's invoice, whichever is more favorable to the City.
 - a. Schedule of Payment.** The City shall make all payments on the basis of approved invoices and supporting documents. The City shall use its best efforts to make payments within thirty (30) days after review and approval of the invoice. Each payment requires City Council's approval of the Expenditure Approval List which occurs at publicly scheduled meetings.
 - b. Non-Payment.** All invoices must be submitted to the City within two (2) months of the Professional Service Provider's final performance on this Contract. The City shall not pay any invoices submitted in excess of two (2) months from the date of last service performed per this Contract.

Article 5: Duties

- A. Consent and Approvals.** The City and the Professional Service Provider represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Contract and its contemplated undertakings.
- B. Insurance.** The Professional Service Provider shall, during the entire term of this Contract, maintain, at a minimum, the insurance minimums as specified in the Solicitation and under the terms stipulated In **Exhibit C**.
- C. Standard of Performance.** The Professional Service Provider warrants that the service provided, under the fully incorporated Contract, by the Professional Service Provider and any and all employees, agents, Professional Service Providers, or subcontractors is performed by individuals who are authorized under all applicable licenses and certifications, and who have completed the requisite training as required by industry standards, professional standards, manufacturers' requirements, and statute. Performance by these parties shall be with the degree, skill, care and diligence customarily required of a professional performing service of comparable scope, purpose and magnitude and in conformance with the applicable industry standards. The Professional Service Provider and its employees, agents, Professional Service Providers, or subcontractors shall perform in strict compliance with the laws and regulations of the City, State, and federal government.
- D. Best Efforts.** The Professional Service Provider shall use its best efforts to assure timely and satisfactory rendering and completion of services under this Contract. The Professional Service Provider shall remain solely responsible for the professional and technical accuracy of all services and deliverables furnished, whether such service is rendered by the Professional Service Provider or others on its behalf including, and without limitation, subcontractors, employees, agents, manufacturers, suppliers, fabricators, and consultants. The Professional Service Provider is not to be relieved from its duty to use best efforts, pursuant to the Contract, by the City's review, approval, acceptance, or payment for any of the agreed to services. Any change to the character, form quality or extent of the Project shall be in writing on a City Change Order form [**Exhibit D**], and attached as an addendum to this Contract.
- E. Non-disclosure.** The Professional Service Provider, its employees, agents, consultants, or subcontractors may have access to the City's confidential information during performance of this Contract. Confidential information includes, but is not limited to, methods, processes, formulas, compositions, systems, techniques, computer programs, databases, research projects, resident identification and contact information, financial data, and other data. The Professional Service Provider shall not directly or indirectly use, disclose or disseminate confidential information to any third party for any purpose other than a purpose explicitly allowed for in this Contract and its integrated documents.
- F. No Duty.** The Professional Service Provider shall not imply any authority to act as an agent of the City. The Professional Service Provider's duties to the City are limited by express authorization under this Contract and by statute.
- G. Hold Harmless and Indemnification.**

- a. **Patents and Copyrights.** The Professional Service Provider warrants that all products used or provided in the fulfillment of this Contract will not infringe on any United States or foreign patent. Professional Service Provider shall indemnify the City against any and all judgments, decrees, legal fees, costs and expenses resulting from such alleged infringement. Professional Service Provider will, upon request of the City and at the Professional Service Provider's own expense, defend any suit or action which may be brought against the City by reason of any alleged infringement of any patent or copyright in the sale or use of products provided to the City by the Professional Service Provider.
- b. **Loss and Liability.** The Professional Service Provider shall hereby defend and indemnify the City, its directors, agents, officers, employees, and elected officials from and against any and all liabilities, losses, claims, demands, damages, costs, fines, penalties, expenses, judgments, and settlements, including, but not limited to, reasonable attorneys' fees and costs of litigation, and any and all causes of action of any kind or character, that may be incurred as a result of bodily injury, sickness, death, or property damage or as a result of any other claim or suit arising out of or connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of any agent, employee, subcontractor, Professional Service Provider, or contractor hired to provide any goods or perform any services on behalf of the Professional Service Provider.

Article 6: Policies

- A. **Illinois Freedom of Information Act.** The Professional Service Provider acknowledges the requirements of the Illinois Freedom of Information Act (FOIA). Professional Service Provider agrees to comply with all requests made by the City for public records (as defined in FOIA § 2(c)) in the undersigned's possession and/or their subcontractors/suppliers' possession.
 - a. **Timeliness.** The Professional Service Provider shall provide the requested public records to the City within two (2) business days of the City's request.
 - b. **Free of Charge.** The Professional Service Provider agrees not to apply any costs or charge any fees to the City for the procurement of the requested records pursuant to a FOIA request.
 - c. **Hold Harmless.** Should the Professional Service Provider deny the City's request unlawfully or request that the City utilize a lawful exemption available under FOIA, Professional Service Provider agrees to pay any and all costs connected with the defense of the Professional Service Provider's denial. All costs include reasonable attorney and witness fees, filing fees and other expenses related to the defense of a complaint. The Professional Service Provider agrees to indemnify the City against any and all claims, costs, penalties, losses and injuries arising out of or relating to its failure to provide the requested public records to the City under this Contract.
- B. **Discrimination Prohibited.**
 - a. **Equal Employment Opportunity.** The Professional Service Provider shall comply with all rules and regulations pertaining to public contracts adopted by the State and the City. The City is an equal opportunity employer.
 - b. **ADA.** The Professional Service Provider shall be in compliance with current applicable regulations of the Americans with Disabilities Act.

Article 7: Changes to Contract

- A. **Changes and Alterations.** Any changes or alterations to this Project affecting, inclusive of but not limited to: scope, cost, terms, milestones, deadlines or other significant factors shall be integrated in writing on a City of St. Charles Change Order form. **[Exhibit D]**
- B. **Extension or Renewal of Contract.** The City at its option may extend this Contract for an additional to be determined term if the Professional Service Provider either reduces his price, or holds firm to the proposal prices, conditions and specifications.
- C. **Assignment.** The Professional Service Provider shall not assign, transfer, or subcontract this Contract, in whole or in part, without prior written consent of the City.
- D. **Notification.** All notification under this Contract shall be made as follows:

a. **If to the City**

City of St. Charles
Attn: Procurement Division
2 East Main Street
St. Charles, IL 60174
Email: Procurement@stcharlesil.gov

b. **With electronic copies to**

Procurement Division: Procurement@stcharlesil.gov
Project Manager: Derek Conley; dconley@stcharlesil.gov

c. **If to the Professional Service Provider**

Article 8: Applicability

- A. Other Entity Use.** The Professional Service Provider may, upon mutual agreement with any municipality or governmental unit, permit that unit to participate in this Contract for substantially similar consulting services under the same or more favorable price, terms and conditions.
- B. Waiver.** Any failure of either the City or the Professional Service Provider to strictly enforce any terms, right, or condition of this Contract, whether implied or expressed, shall not be construed as a waiver of such term right or condition.
- C. Severability.** If any provision of this Professional Service Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this Contract, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.
- D. Governing Jurisdiction.** The parties agree that any disputes, disagreements, or litigation arising from this Contract, between or amongst them, will be heard and resolved exclusively in the courts of the 16th Judicial Circuit, Kane County, Illinois.
- E. Governing Law.** The parties agree that the laws of the State of Illinois govern this Contract.

In Witness Whereof, the parties have entered into this Contract upon the latter of the date accepted and signed by the City and the date accepted and signed by the Professional Service Provider.

For: City of St. Charles

By: _____
Project Manager -

ATTEST _____

DATE _____

For: Professional Service Provider

If an Individual

By: _____
Signature

Title

If a Partnership

By: _____
Signature

Title

By: _____
Partner

If a Corporation

By: _____
Signature of person authorized to sign

Title

ATTEST _____

If a Joint Venture

By: _____
Signature

Title

By: _____
Signature

Title

DATE _____

Prior to commencement of the Services governed by contract between the City of St. Charles (**City**) and the Professional Service Provider (**Insured**), the Professional Service Provider shall provide the City with satisfactory evidence of insurance coverage, and when requested, evidence of each of its subcontractors, consultants and agents hired to provide the services for the Project.

1. At Insured's expense, Insured shall hereby secure and maintain project insurance of the following kinds and limits set forth to protect the City from and against any and all damages, claims, lawsuits and losses which may occur or arise out of the Insured's work on behalf of the City. The project Insurance shall remain in effect throughout the duration of the entire Contract.
2. Insured shall furnish Certificates of Insurance, Endorsements, and Waiver of Subrogation to the City, inclusive of the Additional Insureds, with its submittal of signed contract.
 - a. Worker's Compensation and General Liability Waiver of Subrogation in favor of the City.
3. All insurance policies must be written with insurance companies approved by the City, licensed to do business in the State of Illinois, and have a rating of not less than A- VI, according to the latest edition of the A.M. Best Company.
4. The City may inspect any and all policies of insurance at any time. If requested, Insured will give the City a copy of the insurance policies. The policies must be delivered to the City within two (2) business days of the request.
5. Insured agrees to obtain and maintain an insurance policy, including coverage with limits not less than those exhibited on the following page (or greater if required by law):
 - a. All Commercial General Liability policies must include Blanket Contractual coverage and Broad Form Vendor's Liability coverage.
 - b. Contractual and other Liability Insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the city from supervising or inspecting the project to the end result. The Professional Service Provider shall assume all on-the-job responsibilities as to the control of persons directly employed by it.
6. The City reserves the right to increase the aforementioned limits of Liability Insurance required of insured depending on, but not limited to: the size and scope of the particular project, or the level of financial exposure, or operational risk to the City.
7. Insured shall include the City as a primary, non-contributory additional named insured on both the General and Auto Liability Insurance policies and reflect the same language on its Certificate of Insurance provided to the City.
 - a. Additional Insured and Broad Form Vendors' Liability in favor of the City.

If Insured fails to comply with the insurance requirements contained herein, all the City's obligations under the Agreement will terminate.



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

SAMPLE

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		<input checked="" type="checkbox"/>	Policy Number	eff date	exp date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	Policy Number	eff date	exp date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/>	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Policy Number	eff date	exp date	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Policy Number	eff date	exp date	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	PROFESSIONAL LIABILITY			Policy Number	eff date	exp date	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Project Name, Project Number (when applicable)
 The City of St. Charles is added as Additional Insureds, when required by written contract, on the General Liability and Auto Liability on a primary and non-contributory basis with respect to operations performed by the Names Insured in connection with this project.
 A Waiver of Subrogation in favor of the Additional Insureds applies to the Workers' Compensation and General Liability policies, when required by written contract and where allow by law.
 The Umbrella must follow form over the underlying liability with regards to coverage terms and conditions, Additional Insured, and Waiver of Subrogation.

CERTIFICATE HOLDER City of St. Charles 2 E. Main St. St. Charles, IL 60174	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Signature

Change Order: *Downtown Riverfront Property Feasibility Study*

This document is incorporated into the above contract as an amendment to the Contract between the City and the Contractor/Professional Service Provider commencing on the date the last party signs this document. Any change to the character, form, quality, extent, or cost of the Service/Project shall be in writing and approved on this form.

1. This Change Order is required due to (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Changed / Unforeseen Condition | <input type="checkbox"/> Errors and Omissions |
| <input type="checkbox"/> Change in Scope | <input type="checkbox"/> Renewal / Extension of Services |
| <input type="checkbox"/> | |

2. The effect of this change is (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Total Cost is increased by \$ _____ | <input type="checkbox"/> Extension of _____ (calendar / work) days |
| <input type="checkbox"/> Material is increased by \$ _____ | <input type="checkbox"/> Extension of Completion Date from _____ to _____ |
| <input type="checkbox"/> Emergency Change, not to exceed \$ _____ | |
| <input type="checkbox"/> | |

3. Attachments Supporting Change Order (check all that apply)

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> Contractor's Proposal | <input type="checkbox"/> other: _____ |
| <input type="checkbox"/> Description of Change (include Drawing if applicable) | |

Change in Price		Change in Completion (days / calendar date)	
Original Price <i>(reference Agreement cover page)</i>	\$ _____	a	Original: #days until completion / calendar date for completion <i>(reference date of Work May Proceed)</i> _____
Current Price resulting from Prior Change Orders <i>(reference prior Change Order line d)</i>	\$ _____	b	Current Completion resulting from Prior Change Orders: <i>(reference prior Change Order line d)</i> _____
Net Increase/decrease of this Change Order <i>(reference above #2)</i>	\$ _____	c	Net increase/decrease of days for this Change Order <i>(reference above #2)</i> _____
New Price inclusive of this Change Order* <i>d=(b+c)</i>	\$ _____	d	New Time of Completion inclusive of this Change Order <i>d=(b+c)</i> _____
Cumulative Price change since execution* <i>e=(d-a)</i>	\$ _____	e	Cumulative Time of completion since execution (expressed as total days)** <i>e=(d-a)</i> _____
*if the total price (d) exceeds \$25,000, and has not been approved by council, council approval is required. *If the cumulative price change (e) exceeds 10% or \$25,000, or exceeds an approved contingency, council approval is required.		**if the cumulative change in days of completion exceeds the contracted dates for completion, are Liquidated Damages applicable? No	

All parties hereby acknowledge and agree this Change Order is inclusive of all known changes to scope, compensation and work schedule on behalf of the undersigned and Contractor's supplier, subcontractor, consultant, and agent necessary to complete the Project/Service. All parties hereby acknowledge that this Change Order is incorporated into the previously executed Contract by the signature of the parties below.

City Project Manager _____ date _____

City Administrator _____ date _____

Contractor/Professional Service Provider _____ date _____

Utilities & Floodplain

Water Main ——— Sanitary Sewer → Overhead Electric - - - - -



Project Site Area



City Utility Buildings

C

Police Station Site

Potential connection to Site A

A

State Ave

Riverside Ave

Century Station (City Offices)

Fire Station

Cedar Ave

Municipal Center

Main Street/Route 64

Zoning & Building height

Spot elevations shown



	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4g-h
	Title:	<p>- Recommendation to approve a Resolution Authorizing the Mayor to Demand Payment Under a Letter of Credit – The Reserve of St. Charles Subdivision Phase 2</p> <p>- Recommendation to Waive the Formal Bid Procedure and approve a Resolution to Authorize a Construction Contract with Geneva Construction for Street Pavement Work in The Reserve of St. Charles Subdivision Phase 2</p>	
	Presenter:	Russell Colby, Community Development Director	
Meeting: Planning & Development Committee		Date: September 11, 2023	
Proposed Cost: \$385,318 contract, Requires \$42,569 in City Funds		Budgeted Amount: \$343,249 available from Developer Letter of Credit	Not Budgeted: <input checked="" type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p><u>Background</u></p> <p>The Reserves Subdivision, located on the north end of the City along Route 31, was approved in 2005 and subdivision site improvements were installed by the original developer in 2006-2008. Phase 2, the western portion of the site, was purchased by the current developer, Omni-Tech, LLC, in 2009. The houses in Phase 2 were constructed by Meritus Homes and the build out was recently completed. At this time, the only remaining subdivision improvement to be completed are the streets in Phase 2, which includes curb/sidewalk repair and final paving surface. Completion of the street is the responsibility of Omni-Tech, LLC per their 2009 Land Improvement Agreement with the City.</p> <p>Staff determined that because the base/binder course was exposed to the elements for nearly 15 years, the pavement has deteriorated and needs to be removed and new base/binder course installed before the final paving surface. The developer has informed the City that they are not willing to complete this full work scope, as they are not willing to fund any additional improvements over the remaining financial guarantee for the project, which is a Letter of Credit in the amount of \$343,249.</p> <p><u>Proposal</u></p> <p>The unwillingness of the developer to complete the full street improvements has left the City with 2 bad options; either attempt to force the developer to fulfill their obligation to construct all required public improvements—which would push the completion timeline into 2024—or assume the responsibility and expense to complete the required work. After discussion, staff concluded that City completion of the work this year is preferable, as the streets need maintenance prior to winter. Additionally, the residents of the “new” subdivision have been living with incomplete streets for a number of years, and are understandably frustrated.</p> <p>The City requested quotes from 5 different street-paving contractors and the lowest quote to complete the required work is \$385,818. This quote is from Geneva Construction, the low bidder on the City’s 2023 Street Rehabilitation work. If the City decides to complete the work, the ‘shortfall’</p>			

between the available security funds and the project cost is \$42,569, but may be slightly more or less than this exact amount pending the final quantities needed for the work.

Geneva Construction has indicated that they can mobilize to complete this project during the current paving season *if the city commits to hire them for this project no later than the end of September.*

Should the Committee recommend that the City draw on the Letter of Credit and proceed with completion of the project, a Bid Waiver and Contract will be presented for City Council approval. This approval would be contingent upon the City successfully obtaining the Letter of Credit funds, and would require an additional budget add of \$42,569 to complete the project.

The developer, Omni-Tech, LLC, has indicated that they would not dispute the City drawing on the Letter of Credit. However, staff has not agreed to waive any rights under the Land Improvement Agreement to seek reimbursement from the developer, if possible.

Attachments (please list):

Aerial photo, Resolutions, Bid Waiver, Quote

Recommendation/Suggested Action (briefly explain):

- Recommendation to approve a Resolution Authorizing the Mayor to Demand Payment Under a Letter of Credit – The Reserve of St. Charles Subdivision Phase 2
- Recommendation to Waive the Formal Bid Procedure and approve a Resolution to Authorize a Construction Contract with Geneva Construction for Street Pavement Work in The Reserve of St. Charles Subdivision Phase 2



Data Source:
 City of St. Charles, Illinois
 Kane County, Illinois
 DuPage County, Illinois
 Projection: Transverse Mercator
 Coordinate System: Illinois State Plane East
 North American Datum 1983
 Printed on: September 6, 2023 11:39 AM



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 Prepared by ProQuest GIS

City of St. Charles, Illinois
Resolution No. 2023- ____

**Resolution Authorizing the Mayor to Demand Payment Under a Letter
of Credit- The Reserve of St. Charles Subdivision, Phase 2**

WHEREAS, the City of St. Charles approved the final plat of subdivision entitled "The Reserve of St. Charles", and had the same recorded in the recorder of Deeds Office, Kane County, Illinois, on February 14, 2006, as Document No. 2006K01694; and

WHEREAS, pursuant to a Land Improvement Agreement (the "Agreement") dated July 20, 2009 and amended November 19, 2012, Omni-Tech, LLC (the "Developer") was required to complete the required Land Improvements by October 31, 2016 (the "Completion Date"); and

WHEREAS, as required by the Agreement, the Developer has provided Irrevocable Letter of Credit No. 70505, dated July 22, 2009, as amended, from Morton Community Bank in order to secure completion of the Land Improvements; and

WHEREAS, the Developer has failed to satisfactorily complete the work of the installation and construction of the required Land Improvements, and the subdivision is now fully built out; and

WHEREAS, City staff has made contacts and met with the Developer regarding said failure, without resolution; and,

WHEREAS, the Developer's failure to complete the Land Improvements constitutes a default of the Agreement; and,

WHEREAS, the City further finds and determines that the public interest requires that the City construct or cause the construction of the Land Improvements; and,

WHEREAS, the City further finds and determines that it is necessary to draw on the Letter of Credit to pay for the construction of the Land Improvements, all in accordance with the Agreement and Letter of Credit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois that the Mayor is hereby authorized and directed to demand payment pursuant to the Agreement and Letter of Credit and to take such other and further actions as may be necessary.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 18th day of September, 2023.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 18th day of September, 2023.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 18th day of September, 2023.

Lora A. Vitek, Mayor

Attest:

City Clerk

Council Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

**City of St. Charles, Illinois
Resolution No. 2023-_____**

Resolution to Waive the Formal Bid Procedure and Authorize a Construction Contract with Geneva Construction for Street Paving Work in the Reserve of St. Charles Phase 2

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

WHEREAS, the Community Development Department is seeking Construction Service to complete and anticipated subdivision developer obligation; and

WHEREAS, Geneva Construction has successfully provided this service to the City and was the low bidder for the City's 2023 Street Rehabilitation Program and is familiar with the City's requirements; and

WHEREAS, Geneva Construction provided the lowest of 5 quotes for this work and is able to complete the work during this current construction season; and

WHEREAS a request has been made to waive the Bid Procedure and proceed with entering a contract with Geneva Construction for these services.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, to Waive the Formal Bid Procedure and Authorize a Construction Contract with Geneva Construction for Street Paving Work in the Reserve of St. Charles Phase 2, the amount of \$385, 318.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 18th day of September 2023.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 18th day of September 2023.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 18th day of September 2023.

Lora A. Vitek, Mayor

Attest:

City Clerk/Recording Secretary

Resolution No. _____

Page 2

Voice Vote:

Ayes:

Nays:

Absent:

Abstain:



Bid Waiver ■ One Time ■ Today through _____

Description: Reserve Subdivision Phase 2 Street Completion

Requested Vendor: Geneva Construction

Requested By: Bruce Sylvester Date: 9/11/2023

Approval: Russell Colby
Department Head Signature

Bid Waivers are required when there are unique circumstances related to a proposed procurement that has not been competitively solicited.

1. This procurement is valued at \$ 385,818 for this one-time order, and/or \$ _____ for a 12-month period.
2. This good/service has been competitively solicited within the past 24 months. ■ YES NO
If Yes, Was the solicitation published on the city website? ■ YES NO

3. Justification for Bid Waiver:

Emergency i.e. declared by the Mayor and applicable to EOC/FEMA procedures.

Urgent i.e. required to resolve an unanticipated problem that, if not resolved within 48 hours, may cause undue risk to individuals and/or extensive damage to property.

- Need for these goods/services were **not anticipated and procurement through normal channels would take too long.**

A responsible **contractor was on site** performing a related repair, and based on professional judgement; it was prudent to request this service/repair from said contractor.

These goods are replacement parts for a **warrantied item, and the warranty is still in place**, and purchase of a non-brand item will jeopardize warranty.

- These goods/services are **inherently related to, and an ongoing part of**, other goods/services previously provided by the Provider.

These goods utilize a **proprietary, patent, trademark, or customized programming** resulting in lack of competition.

These goods are **standardized** for operational safety and efficiency.

These goods are only available through the provider's **local distribution** channels.

These goods/services were purchased through a **Cooperative Purchasing Agreement**. _____

- **Other:** Provider was selected through competitive bid process to provide MFT street paving services in the the City this year, and this project will be contracted under the same terms and at comparable unit prices. Provider was also lowest quote of 5 local paving contractors.
Project had not been anticipated and is resulting from City taking over an incomplete developer obligation.



GENEVA CONSTRUCTION COMPANY

INDIAN TRAIL and Route 25 * P.O. Box 998 - AURORA, ILLINOIS 60507

Phone: (630) 892-4357 - Fax: (630) 892-7738

- * City Of St Charles
- * Bruce Sylvester
- * 2 E Main St
- * St Charles , IL 60174

DATE 8/15/2023

The Reserve of St. Charles

We propose to furnish the following described construction, including all labor, materials and equipment according to standard construction practices.

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
587	LF	Remove and Replace Curb & Gutter, includes Backfill with Topsoil	\$65.00	\$38,155.00
25	SF	Remove and Replace Sidewalk	\$20.00	\$500.00
10	SF	Detecable Warning	\$37.00	\$370.00
312	SY	Remove and Replace Asphalt Drive Aprons (ones where curb is being removed)	\$39.00	\$12,168.00
16648	SY	Mill off 2.25" existing asphalt binder	\$2.15	\$35,793.20
16648	SY	Sweep and Tack Milled Surface	\$0.50	\$8,324.00
16648	SY	2.25 HMA Binder Course IL 19.0 N50	\$10.00	\$166,480.00
16648	SY	1.5" HMA Surface Course IL 9.5 N50	\$7.45	\$124,027.60

TOTAL \$385,817.80

NOTES: If accepted, this work will not be scheduled for construction until one signed copy of the proposal has been received at our office.

* For information regarding scheduling of construction, please contact our Paving Department at (630) 892-4357.

TERMS: Final settlement will be based upon actual units of work completed at the bid price per unit.

* This proposal is subject to the terms, specifications and conditions of sale printed on the second page of this proposal hereof, which are made a part of this proposal.

* This proposal is made in DUPLICATE and will constitute a binding agreement providing it is accepted within 60 days from date hereof.

The above proposal is accepted:

GENEVA CONSTRUCTION COMI
Cass W. Price, Vice President

Name, Title, Date