

**AGENDA**  
**CITY OF ST. CHARLES**  
**PLANNING & DEVELOPMENT COMMITTEE**  
**ALD. ED BESSNER – CHAIRMAN**  
**TUESDAY, JANUARY 16, 2018 - 7:00 PM**  
**CITY COUNCIL CHAMBERS**  
**2 E. MAIN STREET**

**1. CALL TO ORDER**

**2. ROLL CALL**

3. Motion to approve Ald. Lewis to attend this meeting via telephone.

**4. COMMUNITY & ECONOMIC DEVELOPMENT**

- a. Recommendation to approve amendments to the School-Park Land-Cash Ordinance (Title 16 of the St. Charles Municipal Code, “Subdivisions and Land Improvement”, Chapter 16.02 “General Provisions” and Chapter 16.10 “Dedications”).
- b. Plan Commission recommendation to approve a Final Plat of Subdivision for Prairie Centre.
- c. Recommendation to approve a proposal from WBK Engineering for developer-reimbursable final engineering plan review and stormwater review services for Prairie Centre.
- d. Historic Preservation Commission recommendation to approve a Historic Landmark Designation for 411 Prairie St., John Stone House.
- e. Recommendation to approve Amendments to Chapter 12.40 Corridor Improvement Program of the City’s Code of Ordinances (City-Owned Property Improvement Projects).

**5. ADDITIONAL BUSINESS**

**6. EXECUTIVE SESSION**

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

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

**8. ADJOURNMENT**

*ADA Compliance*

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



2. Remove limitations on where park donations can be spent. The current code requires that 50% of a park cash donation either be spent within the subdivision, within the nearest park site, or to purchase land near the subdivision. The Park District agreed that this is no longer practical given the small size of park sites anticipated in future subdivisions and the limited availability of land for new or expanded park sites. (16.10.080.3)
3. Provide districts a 90 day period to respond to developer objections. For a developer objection to either the *per-acre land value* or the *subdivision population estimate*, the school and park districts would have 90 days to respond with their own appraisal or demographic study, or otherwise respond to the City. (This 90 days response time period would be listed in the code so that developers are aware of this early in the process and can plan accordingly). (16.10.090.2 & 16.10.110.B)
4. Regularly update the Per-Acre Land Value. The City and districts would cooperatively obtain a new per acre land value appraisal every 3 to 5 years, and determine whether it is appropriate to adjust the per acre land value, considering whether the value set by the city code is within the range of values set by other area municipalities, including those served by the park and school districts. (Having a record of a recent appraisal report will provide the City with a stronger basis to enforce the per acre value and may reduce interest in a developer objection.)(16.10.090.4)
5. Eliminate the Park Private Recreational Areas credit. Although this credit is common in other land-cash ordinances, it is rarely considered or granted, except for very unique situations. Listing this credit in the ordinance can be misleading to developers, as it implies that the credit will be considered in all situations. Removing the credit from the code would still allow a developer to request a reduction through the PUD process; however the onus would be on the developer to work with the Park District and obtain their support before requesting this credit from the City through a PUD. (16.10.180)

**Other changes proposed by City staff**

1. Update the approval process and conveyance procedures to match current practices.
2. Clarify that subdivisions involving existing lots and dwellings receive a land-cash fee credit (This impacts in-town re-subdivisions).
3. Clarify that institutional uses (nursing home and assisted living facilities) are not dwellings and therefore are not subject to the land-cash ordinance. (Additionally, the staff group discussed whether to codify a waiver of school fees for senior housing units, but concluded that given the variability between different types of senior residential units, it would be best to consider this on a case-by-case basis as a part of a developer objection to the subdivision population estimate.)
4. Miscellaneous related changes to update Chapter 16.02.

The ordinance amendments have been reviewed by the School and Park Districts. Letters of support are attached. Representatives will be in attendance at the meeting.

**Attachments (please list):**

Letters of support, Appraisal Report, Redlined ordinance draft of Chapter 16.10 and 16.02

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

Recommendation to approve amendments to the School-Park Land-Cash Ordinance (Title 16 of the St. Charles Municipal Code, “Subdivisions and Land Improvement”, Chapter 16.02 “General Provisions” and Chapter 16.10 “Dedications”).



**ST. CHARLES PARK DISTRICT**

101 South Second Street • St. Charles, IL 60174 • Ph: 630-584-1055 • Fax: 630-584-1396 • [stcparks.org](http://stcparks.org)

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January 10, 2018

Mr. Russell Colby  
Planning Division Manager  
City of St. Charles  
Community Development Department  
2 East Main Street  
St. Charles, IL 60174

RE: Land Cash Ordinance Revisions

Russel,

On behalf of the St. Charles Park District Board of Commissioners and staff, we thank you for the opportunity to have been included in the process for revising and updating the City's Land Cash Ordinance. The current draft of *16.10 Dedications*, dated December 11, 2017, was developed as a cooperative effort over many months and meetings between the Park District, the City of St. Charles and the School District. The Park District is supportive of the proposed changes.

Thank you for engaging the agencies impacted by this ordinance.

Sincerely,

Holly Cabel  
Director of Parks and Recreation  
St. Charles Park District



## Community Unit School District 303

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January 11, 2018

Mr. Russell Colby  
Planning Division Manager  
City of St. Charles  
Community Development Department  
2 East Main Street  
St. Charles, IL 60174

RE: Land Cash Ordinance Revisions

Mr. Colby,

On behalf of the District 303 Administration and Board of Education, we appreciate the opportunity to collaborate regarding the process for revising and updating the City's Land Cash Ordinance. The current draft of *16.10 Dedications* dated December 11, 2017 was developed as a cooperative effort over many months and meetings between the Park District, the City of St. Charles and the School District. District 303 supports the proposed changes.

Thank you for your continued partnership.

Sincerely,

Seth H. Chapman, Ed. D  
Assistant Superintendent of Business Services / CFO  
St. Charles Community Unit District 303

"Empowering and Inspiring ALL"

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John S. Orin, MAI, AI-GRS

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1931-1992

July 18, 2017

Mr. Mark Koenen  
City Administrator  
And  
Ms. Rita Tungare  
Director of Community and Economic Development  
City of St. Charles  
2 East Main Street  
St. Charles, IL 60174-1984

Dear Mr. Koenen and Ms. Tungare:

Pursuant to your request, an appraisal service has been prepared for the City of St. Charles to determine appropriate compensation for contribution for school and park land in accordance with the St. Charles Municipal Code 16.10. The purpose of this appraisal is to provide an opinion of value per acre for use by the City of St. Charles and is prepared for the exclusive use of the City. The report is prepared in conformance with the Uniform Standards of Professional Practice Standard 2.2 (A) as an appraisal report as a single value is provided in this report. Mr. Mark Koenen, City Administrator of the City of St. Charles ordered this report. The effective date of my opinion of value is the same as the date of this appraisal report of July 18, 2017.

Though there is not a single identifiable parcel of land under valuation, the value per acre contained herein is for a parcel of land in the jurisdiction of the city having the following characteristics:

1. The site is regular in shape facilitating maintenance and optimum opportunity for recreational use
2. Not located on a major road
3. Not subject to frequent flooding
4. Have soil and topographic conditions suitable to accommodate parking areas, play fields, tennis courts, playground equipment or other recreational facilities, and a school building
5. Be located in the approximate center of the residential area served whenever possible
6. Not include storm water retention or detention except those provided to serve the school site

Additionally the site should be

- A. In compliance with all environmental laws

- B. Have an adequate slope
- C. Have appropriate sanitary sewer, storm sewer, electric gas and telephone available.
- D. Have sidewalks along street frontage

The zoning requirement is not stated in the city code but most of the park and school parcels are located in residential neighborhoods. It is an assumption of this report the zoning of a parcel for school or park dedication be zoned for single family residential use.

Following is a summary of information regarding this assignment.

### **SUMMARY OF SALIENT FACTS**

LOCATION:	The subject property is located within the jurisdictional boundary of the City of St. Charles, Illinois.
ASSIGNMENT:	Provide my opinion of the appropriate compensation for contribution for school and park land in accordance with the St. Charles Municipal Code 16.10.
FUNCTION:	This report will be used by the City of St. Charles in determining appropriate compensation for contribution for school and park land.
INTENDED USE:	The City of St. Charles will use the conclusion of value in determining just compensation for contribution for school and park land.
INTENDED USERS: OTHER INTENDED USERS:	The intended user of this report is the City of St. Charles.  None
OWNER:	The land will be owned by a developer to contribute cash versus land for school and/or park use
CLIENT:	City of St. Charles
DATE VALUE:	July 18, 2017
OWNERSHIP INTEREST:	Fee Simple Estate
EXPOSURE TIME:	Nine to twelve months
MARKETING TIME:	Nine to twelve months

#### **PROPERTY DATA**

SITE AREA:	Assumed a minimum of 5 acres
FLOOD ZONE RATING:	Assumed to be outside of the 100 and 500 year flood plain
EASEMENTS:	Assumed typical utility easements
ZONING:	Assumed single family residential
NEIGHBORHOOD:	Residential
HIGHEST AND BEST USE: VACANT:	Residential
SITE CHARACTERISTICS:	Assumed to be a site in compliance with all environmental laws with a regular functional shape, have no retention/detention or environmental hazard, have adequate slope, have adequate utilities, have sidewalks, and be located within a residential area.

VALUE CONCLUSION: An appropriate allocation for school and park site in conformance with the City of St. Charles, IL. Municipal Code 16.10 is \$292,500 per acre.

**Hypothetical Condition:** This report does not address an individual parcel of land but a hypothetical parcel complying with requirements for school and park land contribution in accordance with the City of St. Charles Illinois Municipal Code 16.10 and as such the subject is a hypothetical parcel of land assumed to conform to the requirements as set forth within this report. **If found to be false, use of a hypothetical condition may impact the value conclusion of this report.**

### **MARKET ANALYSIS**

The subject property is located in St. Charles, Kane County. The major market in which the subject is located includes primarily the cities of St. Charles and Geneva and to a lesser extent, the city of Batavia. Following are statistics regarding lot sales and detached single family home sales identified by the local MLS for the immediate market.

Lot Sales 2007- Thru YTD 2017

YEAR	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	YTD 2017
<b>St. Charles</b>											
<b>PRICE RANGE</b>											
LOW	\$80,000	\$50,000	\$85,000	\$30,000	\$23,000	\$15,000	\$6,500	\$15,000	\$15,000	\$17,000	\$23,000
HIGH	\$673,000	\$746,000	\$365,000	\$450,000	\$2,070,000	\$1,204,000	\$260,000	\$325,000	\$2,283,000	\$400,000	\$1,032,650
AVERAGE	\$302,156	\$235,375	\$168,836	\$157,900	\$257,893	\$120,218	\$90,632	\$103,240	\$297,537	\$140,079	\$128,214
CLOSED LISTINGS	\$16	12	7	10	14	27	36	30	23	19	14
AVG. MKTG.TIME (days)	82	371	402	220	466	573	575	459	677	446	708
<b>GENEVA</b>											
LOW	\$100,000	\$375,000	\$134,900	\$100,000	\$55,000	\$35,000	\$110,000	\$45,000	\$45,000	\$75,000	\$502,875
HIGH	\$155,000	\$375,000	\$134,900	\$119,900	\$170,000	\$250,000	\$200,000	\$450,000	\$155,000	\$407,000	\$502,875
AVERAGE	\$135,000	\$375,000	\$134,900	\$109,950	\$112,500	\$142,500	\$138,833	\$150,167	\$73,083	\$188,500	\$502,875
CLOSED LISTINGS	3	1	1	2	2	2	6	9	6	3	1
AVG. MKTG.TIME (days)	228	366	693	449	154	111	1100	441	857	972	64
<b>BATAVIA</b>											
LOW	\$124,000	\$47,000	\$70,000	\$125,000	\$71,000	\$50,000	\$46,000	\$42,500	\$20,000	\$60,000	\$96,000
HIGH	\$440,000	\$550,000	\$300,000	\$125,000	\$145,000	\$300,000	\$287,500	\$315,000	\$120,000	\$355,000	\$275,000
AVERAGE	\$223,125	\$182,745	\$154,333	\$125,000	\$108,000	\$145,000	\$132,833	\$127,167	\$97,286	\$148,583	\$163,667
CLOSED LISTINGS	4	5	6	1	2	4	12	12	7	6	3
AVG. MKTG.TIME (days)	43	170	378	125	192	545	472	825	353	513	1,107

## Detached Single Family Sales

YEAR	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	YTD 2017
<b>ST. CHARLES</b>											
PRICE RANGE											
LOW	\$115,000	\$90,000	\$66,127	\$60,000	\$34,000	\$6,650	\$30,000	\$35,000	\$50,000	\$60,000	\$30,000
HIGH	\$2,400,000	\$2,200,000	\$2,150,000	\$2,860,000	\$3,100,000	\$1,900,000	\$1,970,000	\$2,400,000	\$2,830,000	\$2,300,000	\$1,500,000
AVERAGE	\$468,673	\$467,220	\$384,238	\$371,821	\$370,493	\$337,588	\$352,830	\$370,643	\$363,504	\$369,812	\$371,548
CLOSED LISTINGS	576	438	395	434	500	578	780	704	800	803	470
AVG. MKTG.TIME (days)	167	190	241	182	211	176	139	117	122	122	108
<b>GENEVA</b>											
LOW	\$141,000	\$111,000	\$84,000	\$125,000	\$50,000	\$54,100	\$56,500	\$110,000	\$80,000	\$135,000	\$124,000
HIGH	\$1,555,000	\$1,450,000	\$2,708,754	\$1,175,000	\$1,125,000	\$850,000	\$1,075,000	\$1,800,000	\$1,135,000	\$1,070,000	\$850,000
AVERAGE	\$388,261	\$381,100	\$353,591	\$346,432	\$304,663	\$317,343	\$332,200	\$346,099	\$358,908	\$353,340	\$381,915
CLOSED LISTINGS	337	263	259	288	278	357	446	404	431	481	272
AVG. MKTG.TIME (days)	143	160	194	151	165	155	98	98	97	87	114
<b>BATAVIA</b>											
LOW	\$101,000	\$96,000	\$46,900	\$47,500	\$36,099	\$30,500	\$52,299	\$41,000	\$40,000	\$53,000	\$32,694
HIGH	\$1,250,000	\$799,900	\$825,000	\$868,162	\$1,250,000	\$950,000	\$1,404,000	\$972,500	\$900,000	\$950,000	\$780,000
AVERAGE	\$355,233	\$329,854	\$313,481	\$290,507	\$275,712	\$267,587	\$282,831	\$286,078	\$303,141	\$312,075	\$319,031
CLOSED LISTINGS	255	185	181	197	242	251	338	316	330	369	205
AVG. MKTG.TIME (days)	142	165	225	170	172	171	103	100	112	79	90

All of the communities in the immediate market are impacted by the recession with property values and sale velocity bottoming in the years following 2007. Sale velocity and pricing increased in 2013 and continue to do so into 2017. Sales and pricing are back to pre-recessionary levels in St. Charles and the surrounding competitive markets with pent up demand reflected in increased velocity and shorter marketing times.

Development is beginning to see a comeback with the number of building permits. Permits totaled 404 for 2005 when the impact of the recession started to hit in 2006 and the number of permits decreased to less than 5 percent of the pre-recession levels by 2009. While permits increased over 900% from the low, they are still less than 50% of the number of permits in 2005.

Summary of Building Permit Data

	Geneva	St. Charles	Batavia	Total
2005	211	90	103	404
2006	108	64	51	223
2007	31	30	25	86
2008	4	14	12	30
2009	6	6	3	15
2010	5	8	5	18
2011	4	10	6	20
2012	9	18	11	38
2013	12	37	7	56
2014	20	23	22	65
2015	76	29	16	121
2016	83	39	16	138
2017 Through 4/1	6	2	1	9

Note: US Census Bureau stopped publishing permit data after 4/17

The slow rate of growth resulted in a decrease in property value for vacant land. One example is a sale of lot 15 along Crissey Avenue, Geneva. This lot sold in 2006 for \$499,000, was foreclosed, and purchased by the original seller for \$165,000 in February, 2013. This trend is being reversed and pricing is more reflective of pre-recession levels. Brokers active in this market still indicate the continued disconnect between asking prices between land owners desirous of pre-recession pricing and home developers who understand that while prices of materials have increased, end-product pricing are just getting back to pre-recession levels. The variable is land price, which has begun to reach pre-recession levels.

**EXPOSURE**

According to the Uniform Standards of Professional Appraisal Practice as established by the Appraisal Foundation, exposure time is defined as:

“The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate

based upon an analysis of past events assuming a competitive and open market.”

Inherent in the estimate of value for the subject is an exposure of nine to twelve months. I have also used a marketing time of nine to twelve months.

### **HIGHEST AND BEST USE**

The Dictionary of Real Estate Appraisal as published by The Appraisal Institute is:

"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability."

According to the Twelfth Edition of The Appraisal of Real Estate, the criteria of the Highest and Best Use Analysis are as follows:

"The highest and best use of both land as though vacant and property as improved, must meet four criteria. The highest and best use must be (1) physically possible, (2) legally permissible, (3) financially feasible, and (4) maximally productive. These criteria are usually considered sequentially; a use may be financially feasible, but this is irrelevant if it is physically impossible or legally prohibited. Only when there is a reasonable possibility that one of the prior, unacceptable conditions can be changed is it appropriate to proceed with the analysis. If, for example, current zoning does not permit a potential highest and best use, but there is a possibility that the zoning can be changed, the proposed use can be considered on that basis."

Land as if Vacant

This report is to provide an opinion of a land parcel for school and park land contribution with similar parcels located in residential rather than industrial, office, or industrial settings. It is an assumption of this report that the highest and best use of the subject property is for residential development.

### **THE APPRAISAL PROCESS**

The valuation part of the appraisal process is a series of approaches used as a guide in arriving at a final estimate of market value known as the cost, sales comparison and income approaches to value. The subject property is a hypothetical parcel of land and typically the sales comparison approach is used to value vacant parcels. The cost and income approaches are not reliable or applicable in the valuation of vacant parcels.

## **CASH EQUIVALENT**

Cash equivalent is defined within The Dictionary of Real Estate Appraisal, Fifth Edition, as:

“A price expressed in terms of cash, as distinguished from a price expressed totally or partly in terms of the face amounts of notes or other securities that cannot be sold at their face amounts.”

Within the body of this report, all comparable sales and the property under appraisal have their respective values stated in cash equivalent terms. Several methods may be used to provide a cash equivalent term. I have chosen the following basic method of cash equivalent calculation:

Present value of the contract mortgage balance at the end of the projected contract mortgage period at the market interest rate.  
Plus  
The present value of the estimated periodic contract payments at the market interest rate for the anticipated holding period.  
Plus Equity  
Equals  
Cash Equivalent Sales Price

The cash equivalent sales price is then compared to the contract sales price. If necessary, all units of comparison, including; sales price per square foot, sales price per unit, gross income multiplier, and/or overall capitalization rates, will be calculated from the cash equivalent sales price.

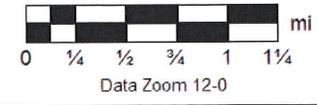
## **SALES COMPARISON APPROACH**

The sales approach, traditionally, is an appraisal procedure in which the market value is based upon prices paid in actual market transactions. It is a process of analyzing sales of similar recently sold properties in order to arrive at an indication of the most provable sales price of the appraised property. The primary search for comparable sale data included industrial properties from within the immediate market of the subject as well as nearby areas. A summary of this data is included on the following pages

# LAND SALE MAP




  
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**AERIALS OF COMPARABLE LAND SALES**



**Land Sale 1:** N Side Bricher at Camden, St. Charles, IL



**Land Sale 4:** 418 N. 1<sup>st</sup> Street, Geneva, IL



**Land Sale 2:** Lot 8 Corporate Reserve, St. Charles, IL



**Land Sale 5:** Lot 15 Crissey Avenue, Geneva, IL



**Land Sale 3:** 1<sup>st</sup> Street @ Western Avenue, Geneva, IL

### Comparable Building Sale Data

Comparable Location	1	2	3	4	5
Location	North side Bricher Rd @ Camden St St. Charles Part of 09-32-400-028 now 09-32-451-001	Lot 8 in Corporate Reserve St. Charles 09-29-326-001	South street @ Western Ave. Geneva 12-04-476-008, -033, -034, -035, and -070	418 N First Street Geneva 12-03-276-004, -009, -012	Lot 15 Crissey Ave Geneva 12-02-357-006
Date of Sale	Jun-17	Mar-17	Aug-16	Feb-15	Feb-13
Sale Price	\$3,929,040	\$2,613,000	\$2,338,700	\$635,000	\$165,000
Sale Terms	Conventional	Foreclosure	Conventional	Conventional	Foreclosure
Grantor	Todd L. Dempsey Decl. of Trust	Pinewood Capital	Richard Cooper, Kevin Milford, et al	Leslie Schambach	BCB Development
Grantee	Prairie Winds, LLC	CalAtlantic, Inc.	Havlicek Builders, Inc.	Oak Creek Capital Partners	John Kefer
Confirmation	James Saloga	Document 2017K011505	Tony Gange	John McHale	Jay Rodgers
Site Area Sq. Ft. (net of roadway & storm detention/retention)	767,809	985,719	326,445	39,204	40,500
Net Site Size (acres)	17.63	22.63	7.49	0.90	0.93
Sale Price/Acre	\$222,905.67	\$115,471.30	\$312,070.25	\$705,555.56	\$177,466.67
Zoning	Regional Business	Residential	Residential	Residential	Residential
Intended Use	250 unit multiple family residential	78 lot single family	Residential	Town home	Investment for future development
Utilities	Water, electric, gas to the site, sanitary extended from Rt. 38	To the site	To the site	To the site	To the site
Shape	Generally rectangular	Irregular	Irregular U shape	Parcels were irregular in this transaction	100 x 405 narrow site with approx. 3,000 sf in 100 year flood plain
Comments	Purchased for multiple family housing known as Prairie Winds, gross site area of 892,834 sq. ft. 124,725 sq. ft. in storm water detention	Fully developed irregularly shape parcel part of PUD allowing office, commercial, and residential uses, site has off site storm water management	Gross site area of 388,143 sf includes 20,303 sf of dedicated South St. roadway and 41,395 sf of storm water detention/retention, land purchased for Cooper Woods just west of golf course	Last sale of assemblage for 30 unit town home development, adjacent to park and cemetery fronts Rt. 31 other parcels assembled from 2008 thru 2014	Part wooded, purchaser is adjacent property owner who sold this lot for \$499K in 6/2006 to a developer, site has frontage along Fox River

The comparable sales chosen for this analysis are vacant parcels purchased for residential development located within the community of Geneva or St. Charles. The site area for each comparable is net of roadway and storm water management areas but not flood plain and an additional adjustment is made for flood plain. A comparison of each sale to the subject is made with qualitative adjustments made to reflect the subject.

**Land Sale One:** The first land sale received an upward adjustment for a slightly irregular shape, and upward for size.

**Land Sale Two:** The second comparable is adjusted upward for sales conditions as it is a foreclosure transaction and upward for larger size.

**Land Sale Three:** Sale 3 is adjusted upward for its irregular shape. It borders the Geneva Golf Club offering premium views but also is across from industrial property with an active rail road approximately 800 feet south. Four of the lots in this development benefit from a superior view with two lots impacted from the industrial building and rail road and this property is receiving an overall downward adjustment for the greater impact from superior view.

**Land Sale Four:** The fourth comparable is adjusted downward reflecting the impact of an assemblage, upward for its irregular shape, downward for its small size, and downward for its park and cemetery view although this adjustment was somewhat limited reflecting the impact of Route 31 frontage.

**Land Sale Five:** Comparable 5 is a foreclosure and adjusted upward for sales conditions, upward for its less functional shape, downward for its smaller size, downward for superior river view, upward for its inferior slope, and upward for impact of flood plain.

Following is a chart illustrating the adjustments made to each comparable.

#### Adjustment Chart

Comparable	1	2	3	4	5
Sales Price/Acre.	\$222,906	\$115,471	\$312,070	\$705,556	\$177,467
Conditions of Sale	=	+++	=	--	+++
Date of Sale	=	=	=	=	=
Location	=	=	=	=	=
Shape	+	=	+	+	+
Utilities	=	=	=	=	=
Size	+	++	=	--	--
View	=	=	-	-	-
Slope	=	=	=	=	+
Flood Plain/Retention	=	=	=	=	+
No. Upward Adj.	2	5	1	1	6
No. Downward Adj.	0	0	1	5	3
Net Adjustment	+2	+5	=	-4	+3

The sale data supports significant downward adjustment to Sale 4 with upward adjustment to Sales 1, 2, and 5; and similar to Sale 3. Sale data supports a value near Comparable 3 with greatest weight provided this transaction and supported by Sale 1. Sales 1 and 3 are also the most recent transactions and meets most of the requirements for a land contribution to the school and park districts with the exception of their shape size and view for which adjustments are made. The probable value range of the subject is between \$275,000 and \$310,000 per acre.

Based upon the above analysis, it is my opinion the appropriate compensation for school and park land in accordance with the St. Charles Municipal Code is equal to \$292,500 per acre.

### **ANALYSIS AND CORRELATION**

A summary of the indications of value produced the indication of appropriate compensation per acre for school and park land in accordance with the St. Charles Municipal Code is as follows.

Approach to Value	
Cost	Not applicable
Sales Comparison	\$292,500
Income	Not Applicable

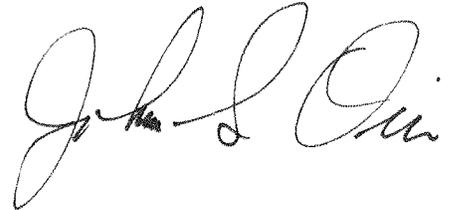
Three approaches are considered in this report with the cost and income approaches not applicable in the valuation of vacant land and not utilized. Only the Sales Comparison approach is used to provide the basis for an opinion of appropriate compensation. Based on this analysis, it is my opinion that the current appropriate compensation for contribution for school and park land in accordance with the St. Charles Municipal Code 16.10 effective as of the date of this report or July 18, 2017 is \$292,500.

## CERTIFICATE

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is our personal unbiased professional analysis, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
5. The completion of this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
6. My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice.
8. I do not authorize the out-of-content quoting from or partial repeating of this Appraisal Report. Furthermore, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of media for public communications without the prior written consent of the appraiser signing this appraisal report.
9. As of the date of this report, John S. Orin has completed the requirements under the continuing education program of the Appraisal Institute.
10. John S. Orin has not made a personal inspection of the property that is the subject of this report as there is no specific property to be valued but a general value of vacant acreage fulfilling the requirement for a school or park site.
11. No other person has provided significant professional assistance in the preparation of this appraisal report other than those signing said report.
12. I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

13. I certify that I have not prepared an appraisal or prepared and appraisal related report on the subject matter of this report within the previous three years.
14. Based on the information contained in this report, it is my opinion that the appropriate compensation for contribution for school and park land in accordance with the St. Charles Municipal Code 16.10 is \$292,500.

A handwritten signature in black ink, appearing to read "John S. Orin". The signature is fluid and cursive, with a prominent initial "J" and a distinct "Orin" at the end.

John S. Orin, MAI, AI-GRS  
State of Illinois Certified Real Estate  
Appraiser, License No. 553-000123

## **LIMITING CONDITIONS**

This report is made expressly subject to the conditions and stipulations following:

1. This report addresses the probable value of a parcel of land suitable for school or park land in accordance with the City of St. Charles, IL Municipal Code and is not an appraisal of a specific parcel. This report assumes good title, responsible ownership, competent management, and the property has been analyzed as though free of indebtedness unless otherwise stated.
2. Except as noted, this analysis assumes the land to be free of adverse soil conditions which would prohibit the development of the property to its highest and best use, including sub-surface or hazardous waste conditions.
3. Disclosure of the contents of this report is governed by the Bylaws and Regulations of the Appraisal Institute. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the analyst or the firm with which he is connected, and any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through the advertising media, public relations media, news media, sales media, or any other public means of communication without prior written consent and approval of the analyst.
4. This appraisal report is subject to peer review in accordance with the Uniform Standards of Appraisal Practice of the Appraisal Institute as promulgated by the Appraisal Standards Board of the Appraisal Foundation.
5. This report assumes compliance with all environmental laws and restrictions.
6. Unless otherwise stated in this report, the existence of hazardous substances, including but without limitation to: asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals are assumed to not be present in a land contribution. The value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value.
7. This report shall be used only in its entirety and no part shall be used in conjunction with any other study, and is invalid if so used.
8. Employment to make this study does not require testimony in court, unless mutual satisfactory arrangements are made in advance.
9. By acceptance of this report, you acknowledge that a value opinion is the product of a professionally trained mind, but nevertheless is an opinion only and not a provable fact. As the value estimate is a personal opinion, valuation may vary between appraisers based on the same facts.

10. C.A. Bruckner & Associates, L.L.C., Real Estate Appraisers and Consultants, and the appraisers, warrant only that the value conclusion is their best opinion estimate based on the market data and market conditions presented in the body of this report, as of the exact day of valuation.
11. This valuation estimate is based upon the purpose of the appraisal and function of the report and is intended for the users as set forth herein. Therefore, the value reported is only applicable to the property rights appraised. This appraisal report should not be used for any other function or by others than those intended.
12. Possession of this report, or a copy thereof, does not imply right of reproduction nor use for any purpose by any other than the client to whom it is addressed, without written consent of the author.
13. The liability of C. A. Bruckner & Associates, L.L.C. and its employees are limited to the client, its legal counsels, the courts and its participants. No other third parties may rely upon this appraisal for any purpose whatsoever, including the provision of financing for the acquisition or improvement of the subject. This appraisal was prepared specifically for the client to whom it is addressed, its legal counsels, and the courts and its participants. Third parties who desire my services to prepare an appraisal of the subject for their use should contact us and I will obtain the proper permission from my client. I do reserve the right to limit any and all third party clients.

**Extra Ordinary and Hypothetical Assumptions and Conditions: If found to be false, the use of an extra ordinary assumption may impact the conclusions of this report**

14. This report does not address an individual parcel of land but a hypothetical parcel complying with requirements for school and park land contribution in accordance with the City of St. Charles Illinois Municipal Code and as such the parcel is a hypothetical parcel of land assumed to conform to the requirements as set forth within this report. If found to be false, use of a hypothetical condition may impact the value conclusion of this report.

## QUALIFICATIONS OF JOHN S. ORIN, MAI, AI-GRS

### LICENSE:

State of Illinois State Certified Real Estate Appraiser  
License Number 553.000123, expires September 30, 2017

### EDUCATION:

Attended Eastern Illinois University in Charleston, receiving a  
Bachelor of Science Degree in Medical Technology.

Real Estate and Appraisal Courses taken:

Course 101: An Introduction to Appraising Real Property

Course 102: Applied Residential Appraisal

Course 201: Principles of Income Property Appraising Given by the Society  
of Real Estate Appraisers.

Course 202: Applied Income Property Appraisal

Seminars Attended Include the Following:

Adjustments for Creative Financing

Hazardous Materials for Appraisal Professionals

Advanced Techniques in Investment Feasibility

Standards of Professional Practice

Hotel/Motel Valuation

Advanced Topics in Project Analysis

Condition of the Chicago Real Estate Market, 1992

Appraisal Institute Symposium (1993)

Understanding Limited Appraisals and Reporting Options

Fair Lending and the Appraiser

Highest and Best Use Applications

Business Valuation Parts I and II

Appraising nursing/corporate care facilities

Special Purpose - The challenge of real estate appraising in limited markets

Highest and Best Uses Applications

Litigation and Valuation Overview

New Industrial Valuation

Standards of Professional Practice Part C

## EXPERIENCE:

Appraiser, C. A. Bruckner & Associates, Inc., Real Estate Appraisers and Consultants, 1980 - To Present Date and which is now known as C. A. Bruckner & Associates, L.L.C. Former Chairman - Kane County Board of Review 1995 - 2010

Types of properties appraised include - Residential, Residential Subdivisions, Commercial, Office, Industrial, Condominiums, and Special Purpose. Special purpose properties appraised include golf courses, health clubs, nursing homes, horse stables, mini-warehouses, restaurants, funeral homes, medical office buildings, hospitals, medical clinics and auto agencies. Has also counseled and performed highest and best use studies.

## PROFESSIONAL MEMBERSHIP

Member, Appraisal Institute, MAI Member Number 09354

Registered Medical Technologist by the American Society of Clinical Pathologists

Major assignments recently completed include the White Oak Business Centre and Farnsworth International Business Park in Aurora, Illinois, the luxury apartment complex known as 100 Forest Place in Oak Park, Illinois, the Chicagoland Headquarters for Temple Steel in Niles, Illinois, Ruffled Feathers Golf Course, Hopedale Medical Centre and sixteen major industrial properties located in Logan County, Illinois, for the Supervisor of Assessments going concern value of 13 fast food franchises.

## PARTIAL LIST OF CLIENTELE

American Land Development Corporation  
American National Bank  
Arthur Andersen & Company  
AMCORE Bank  
Baird and Warner  
Bank One  
Benchmark Bank  
Cook County State's Attorney  
City of Chicago  
DuPage County Board of Review  
Fifth/Third Bank  
First of America Bank  
Federal National Mortgage Association  
Federal Savings & Loan Insurance Corporation  
First National Bank of Chicago  
General Motors, Credit Corporation  
Harris Trust and Savings Bank

Harris Bank of Naperville  
Healthcorp Affiliates  
LaSalle National Bank  
Logan County Supervisor of Assessments  
Manufacturers Hanover Trust Company  
Mid America Federal Savings & Financial Services  
Northern Trust Bank  
Old Second National Bank of Aurora  
South Shore Bank  
St. Francis Bank  
The Private Bank  
Numerous attorneys, businesses and individuals

OTHER

Testified before the Board of Review in DuPage and Logan Counties, before the State of Illinois Property Tax Appeal Board, represented petitioners in local zoning hearings, and have counseled parties involved in condemnation, as well as possible acquisition.

Accepted as an expert witness in the Northern District of Illinois.

**ADDENDA A**

State License  
Engagement

# State of Illinois

Department of Financial and Professional Regulation  
Division of Real Estate

LICENSE NO.  
**553.000123**

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

EXPIRES:  
**09/30/2017**

**CERTIFIED  
GENERAL REAL ESTATE APPRAISER**

**JOHN S ORIN  
C A BRUCKNER AND ASSOC LLC  
436 LAKE STREET  
AURORA, IL 60506**



*Bryan A. Schneider* BRYAN A. SCHNEIDER  
SECRETARY

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

9942391

*C.A. Bruckner & Associates, L.L.C.*

*Valuation Consultants*

370 L.R.A. Drive • Aurora, IL 60506 • (630) 892-4949 • Fax: (630) 892-4950

E mail: [john.orin@cabruckner.com](mailto:john.orin@cabruckner.com)

John S. Orin, MAI, AI-GRS

Clarence A. Bruckner, MAI, CRE  
1931-1992

July 7, 2017

Mark Koenen  
City Administrator  
2 E. Main Street  
St. Charles, IL 60174-1984  
[mkoenen@stcharlesil.gov](mailto:mkoenen@stcharlesil.gov)

and

Rita Tungare  
Director of Community and Economic Development  
2 E. Main Street  
St. Charles, IL 60174-1984  
[rtungare@stcharlesil.gov](mailto:rtungare@stcharlesil.gov)

Dear Mr. Koenen and Ms. Tungare,

It is a pleasure to be able to serve the City of St. Charles with a real estate study determining appropriate compensation for contribution for school and park land in accordance with the St. Charles Municipal Code 16.10.090. The purpose of this real estate study is to establish value per acre for use by the city. My fee for providing this study is \$1,750 with a time frame of approximately 3 weeks to complete the assignment.

One PDF copy will be supplied to you. Please sign below if you are in agreement with these terms.

Regards,



John S. Orin, MAI  
C. A. Bruckner and Associates, L.L.C.

Name Mark Koenen Date 07-13-17

1

*C.A. Bruckner & Assoc. L.L.C.*

C

*C.A. Bruckner & Assoc. L.L.C.*



ST. CHARLES  
SINCE 1833

July 7, 2017

Jason Pearson, Superintendent, PhD  
CUSD # 303  
201 South 7<sup>th</sup> Street  
St. Charles, IL 60174

Holly Cabel, Director  
St. Charles Park District  
101 S. Second Street  
St. Charles, IL 60174

RE: St. Charles Land/Cash Ordinance

LETTER OF UNDERSTANDING

Dear Jason and Holly:

This is to confirm the understanding between the City of St. Charles, St. Charles School District 303 and the St. Charles Park District with respect to payment for an appraisal relative to the anticipated revisions to the St. Charles Land/Cash Ordinance. The undersigned agreed to equally pay 1/3 the amount of the appraisal to be prepared by **C. A. Bruckner and Associates** in the amount of \$1750. Payments should be made to the City of St. Charles pursuant to our invoicing your office. Please return a copy of this Letter of Understanding at your earliest convenience

Very truly yours,

Mark Koenen,  
City Administrator

St. Charles School District 303

By:

St. Charles Park District

By:

cc: Seth Chapman, PhD  
Laura Rudow  
Rita Tungare

RAYMOND P. ROGINA *Mayor*  
MARK KOENEN, P.E. *City Administrator*

# Land Cash Ordinance Draft Redline

## 12/11/17 revisions to the land cash ordinance

School and Park District changes are in blue.

City changes are in red.

Substantive changes have comments explaining the change.

Minor corrections or reformatting changes have been accepted in this draft and do not appear as redline.

## 16.10- Dedications

### Sections

- 16.10.010 - Applicability
- 16.10.020- Amendments to preliminary plan
- 16.10.030- Indemnification of City required by school and park district
- 16.10.040- Payment- Expenses
- 16.10.050 - Dedication of park lands and school sites, or contribution of fees in lieu thereof required
- 16.10.060 - Requirements for park land dedications
- 16.10.070 - Requirements for school site dedication
- 16.10.080 - Criteria for requiring a cash contribution in lieu of park and school land
- 16.10.090- Amount of cash contribution
- 16.10.100 - Criteria for requiring land and cash
- 16.10.110 - Calculation of estimated population
- 16.10.120 - Reservation of land
- 16.10.130- Condition of park and school sites
- 16.10.140 - Time of conveyance
- 16.10.150 - Payment of general real estate taxes and agricultural rollback taxes
- 16.10.160- Real estate conveyance requirements
- 16.10.170- Sale of public land
- 16.10.180 - Private recreational areas in lieu of dedicated park land

## 16.10 - Dedications

### 16.10.010- Applicability [1]

If any subdivision subject to the terms hereof is located outside of the corporate limits of the City of St. Charles, Illinois, and if the county in which the property is located has an ordinance which is more restrictive, or which would require a greater dedication or contribution than this chapter, as determined by the City, the ordinance of the county in which the property is located shall prevail where inconsistent with the less restrictive provisions hereof.

### 16.10.020- Amendments to preliminary plan [2]

When a preliminary plan of a subdivision is amended, the required contribution of land or cash shall be recalculated for that portion of the subdivision which is amended, based on the estimated ultimate population thereof.

### 16.10.030- Indemnification of City required by school and park district [3]

By their acceptance of land or cash, or both, pursuant to the provisions hereof, the School District and the Park District as the case may be shall indemnify the City against any loss, cost or expense, including reasonable attorney's fees, arising out of, or on account of, any land or payments designated for said School District or Park District under the provisions of this chapter. Prior to the actual transfer of land or funds, the School District and the Park District each shall make the foregoing indemnity to the City in writing.

### 16.10.040 - Payment- Expense [4]

By acceptance of land or cash, or both, pursuant to the provisions hereof, the School District or Park District as the case may be shall reimburse the City for all costs and expenses it incurs in connection with obtaining the land or cash required by this chapter. Payment of said amount shall be made to the City within 30 days of the park or School District's a) receipt of the land or cash as provided herein, or b) the receipt of an invoice from the City, whichever occurs later.

### 16.10.050- Dedication of park lands and school sites, or contribution of fees in lieu thereof required [5]

~~As a condition of approval of a final plat of subdivision, the Subdivider shall dedicate land for park purposes, and for school sites, on the Final Plat of Subdivision, or shall agree, in writing, to~~ contribute cash in lieu of actual land dedications, or a combination of both at the option of the City, and School District or Park District, as applicable, in accordance with the requirements hereof.

### 16.10.060 - Requirements for park land dedications [6]

#### 1. Calculation of Requirement

The estimated ultimate population of a proposed subdivision shall bear directly upon the amount of land required to be dedicated for park purposes. The minimum requirement shall

## 16.10 - Dedications

be ten (10) acres of land per one thousand (1,000) of ultimate population in accordance with the standards hereinafter set forth.

### 2. Park Site Size and Location Standards

Types of Park Sites	Minimum Desirable Site Area	Minimum Acreage per 1,000
Mini-Parks	1.0 acre	0.5 acres
Neighborhood Parks	5.0 to 10.0 acres	2.0 acres
Community Parks	25 acres or more	7.5 acres
	TOTAL	10.0 acres

The size, location and shape of the park land to be dedicated shall be subject to the approval of the City Council as part of the preliminary plan. Prior to City Council approval of the preliminary plan, the City shall have received a ~~resolution of~~ letter from the Park District ~~governing~~ board approving the location and acreage of any park land to be dedicated. The suitability of land to be dedicated for park sites shall be evaluated by the plan commission and City Council according to the following standards:

1. The site should be essentially regular in shape to facilitate maintenance and to provide the optimum opportunity for recreational use.
2. The site should not be located on a major road when such a location would present a traffic hazard to park users.
3. The site should not include storm water retention or detention facilities except those provided to serve the park site and shall not be subject to frequent flooding.
4. The site should have soil and topographic conditions suitable to accommodate the anticipated facilities, including but not limited to parking areas, play fields, tennis courts, playground equipment, or other recreational facilities.
5. The site should be located in the approximate center of the residential area to be served wherever possible, and adjacent to a school site where consistent with the school site requirements hereof.

#### 16.10.070 - Requirements for school site dedication [7]

##### 1. Calculation of Requirement

The estimated ultimate student population for grades K through 12 of the proposed subdivision shall bear directly on the amount of land required to be dedicated for school sites. The minimum requirement shall be .025 acres of land per elementary student, .0389 acres of land per middle school student, and .072 acres of land per high school student in accordance with the following standards:

##### 2. School Site Size and Location Standards

**16.10 - Dedications**

Type of School Site	Maximum Students per School Site	Minimum Acres/Site
Elementary K - 5	600	15 acres
Middle School	900	35 acres
High School	1500	108 acres

The location and shape of the school land to be dedicated shall be subject to the approval of the City Council as part of the preliminary plat. Prior to City Council approval of the Preliminary Plat, the City shall have received a ~~resolution of the~~ [letter from the](#) School District board of education approving the location and acreage of any school land to be dedicated. The suitability of land to be dedicated for school sites shall be evaluated by the Plan Commission and City Council according to the following standards:

1. The site should be essentially regular in shape, to allow the proper design of the school building, playgrounds, and parking areas.
2. The site should not be located on a major road when such a location would present a traffic hazard to school children.
3. The site should not include storm water retention or detention facilities except those provided to serve the school site [and shall not be subject to frequent flooding.](#)
4. The site should have suitable soil and topographic conditions for the construction of a school building, parking lot, and other necessary facilities.
5. The site should be located in the approximate center of the residential area to be served wherever possible.

16.10.080- Criteria for requiring a cash contribution in lieu of park and school land  
[8]

1. ~~2~~ When Cash Contribution Required

When the subdivision is small and the resulting site is too small to be practical, or when available land is inappropriate for park or school sites, or when park or school sites have already been provided, the City Council may require the payment of cash contributions in lieu of the required land. The City Council shall determine whether land or cash will be required when it approves the preliminary plan, and ~~may shall~~ consider the recommendation of the appropriate Park or School District in making such determinations. [The Park or School District may refuse a land donation based upon the following criteria:](#)

- a. [The land is not needed in the proposed location for the type of dedication site being proposed.](#)
- b. [The configuration of the site, location within the development, size of the site, or function of the property \(wetland, rolling topography, detention, retention\) is not appropriate, based on the district’s needs for site or facilities in the area of the](#)

## 16.10 - Dedications

subdivision.

c. ~~Access to the site is not conducive to use of the site as public land.~~

When the Park District or School District has refused to accept a land contribution, the City Council ~~may~~shall require a cash contribution.

### 2. Payment of Park Contribution

For subdivisions platted in multiple phases, the per dwelling unit cash contribution in lieu of, or in addition to, park land, as may be applicable, shall be paid for the entire phase to be developed, prior to issuance of the first building permit for the applicable phase. For subdivisions platted in a single phase, the per dwelling unit cash contribution in lieu of, or in addition to, park land, as may be applicable, shall be paid for the entire subdivision prior to issuance of the first building permit. The applicable per dwelling unit cash contribution shall be paid directly to the Park District and held in ~~trust~~ segregated account. All such payments made to the Park District under this Section are to be spent solely in accordance with paragraph 3 below. The City shall not issue a building permit until it receives an original receipt of payment executed by the treasurer of the Park District.

### 3. Use of Contribution by Park District

1. The cash contribution in lieu of park land shall be used solely for the acquisition of park land which will serve the immediate or future needs of the residents of the subdivision for which the contribution was received, or the improvement of existing park land which will serve such needs; provided, however, any expenditure of funds for land or improvements shall satisfy all applicable statutory criteria, ~~and specifically the provisions of 65 ILCS 5/11-12-4, et seq., as amended. Annexation agreements entered by the City pursuant to 65 ILCS 5/11-15.1-1, as amended, with respect to land to be zoned to include residential uses for which this Chapter applies, shall include a provision that all cash received for the Park District may be used by the Park District for land acquisition, building construction, site improvements, capital improvements, equipment, operations, or any other purpose which will serve the immediate or future needs of the residents of the subdivision for which the contribution was received.~~

~~2. Further, the Park District shall spend a minimum of fifty percent (50%) of the contribution a) within the subdivision from which it was received, or if no park land exists within said subdivision, b) within Park District real estate nearest said subdivision or for the purchase of park land within one and one half miles of said subdivision. For subdivisions for which a combination of land dedication and cash contribution has been received, the Park District shall spend a portion of the cash contribution to improve the land dedication site within the subdivision, with the improvements to be determined by the Park District.~~ For subdivisions platted within the City limits, the Park District shall spend one hundred percent (100%) of the contribution within the City limits; for subdivision platted outside the City limits but within the planning jurisdiction of the City, the Park District shall spend one hundred percent (100%) of the contribution within the planning jurisdiction of the City. The City Council may vary the requirements of this paragraph 2 if it finds that, based upon facts presented by the Park District, such variance will result in park facilities which will serve the immediate or future needs of the residents of the subdivision from which the contribution was received.

4. Payment of School Contribution For subdivisions platted in multiple phases, the per dwelling unit cash contribution in lieu of, or in addition to, school land, as may be applicable, shall be paid for the entire phase to be developed, prior to issuance of the first building permit for the applicable phase. For subdivisions platted in a single phase, the per dwelling unit cash

**Comment [RC1]:** Change proposed by School and Park District. City Council policy decision.

Criteria are proposed as a basis for a district to reject a land donation.

Under the proposed language, if the district rejects the land donation based on this criteria, the City Council SHALL (not "may") require a cash contribution.

**Comment [RC2]:** Imposing a percentage limitation on where the park cash is spent is not practical given the small size of future park dedication sites and limited available land for new park sites.

The intent of this new text is to clarify that with a combination land and cash dedication, a portion of the cash must be used to improve the park site within the subdivision, but that the improvements are to be determined by the Park District.

## 16.10 - Dedications

contribution in lieu of, or in addition to, school land, as may be applicable, shall be paid for the entire subdivision prior to issuance of the first building permit. The applicable per dwelling unit cash contribution shall be paid directly to the School District and held in ~~trust~~ a segregated account. All such payments made to the School District under this Section are to be spent solely in accordance with paragraph 5 below. The City shall not issue a building permit until it receives an original receipt of payment executed by the treasurer of the School District.

### 5. Use of Contribution by School District

The cash contribution in lieu of school land shall be used solely for the acquisition of land for a school site to serve the immediate or future needs of the residents from the subdivision for which the contribution was received, or for the improvement of any existing school site which will serve such needs, ~~but not for the construction of any school buildings, or additions thereto~~; provided, however, any expenditure of funds for school sites or improvements shall satisfy all applicable statutory criteria, ~~and specifically the provisions of 65 ILCS 5/11-12-4, et seq., as amended. Annexation agreements entered by the City pursuant to 65 ILCS 5/11-15.1-1, as amended, with respect to land to be zoned to include residential uses for which this Chapter applies, shall include a provision that all cash received for the School District may be used by the School District for land acquisition, building construction, site improvements, capital improvements, equipment, operations, or any other purpose which will serve the immediate or future needs of the residents of the subdivision for which the contribution was received.~~

### 6. Return of Contribution if not Expended

If any portion of a cash contribution in lieu of park or school site land is not expended for the purposes set forth herein within ten (10) years from the date of receipt, it shall be refunded, together with accrued interest thereon, to the owners of record of all lots, except public land, in the subdivision for which such contribution is made. The refund shall be paid to the person who is the owner of record on the day which is the tenth anniversary of the receipt of such contribution. The amount of the refund due to each lot owner shall be equal to the amount of the original contribution, together with accrued interest thereon, divided by the total number of lots in the subdivision (excluding public land) for which the contribution was made. The City Council may permit one- year extensions of the ten-year restriction if the Park District or School District demonstrates that such funds have been allocated for an acquisition or improvement allowed herein, but have not been spent due to additional funds being necessary to complete such acquisition or improvement.

### 7. Amount Applicable at Payment

All building permits issued shall be subject to the cash contributions applicable pursuant to Title 16 at the time of payment of the cash contributions, unless otherwise previously granted by the City Council through a planned unit development or annexation agreement. Any amendment to an approved preliminary plan, final plat of subdivision, or final plat or plan of planned unit development shall require compliance with the then applicable cash in-lieu fees, to the extent that such amendment results in the calculation of a greater cash payment to the Park District and School District.

### 16.10.090 - Amount of cash contribution [9]

The cash contribution in lieu of land shall be based on the fair market value of improved land within the subdivision, which shall be defined as the value of land with roads, curbs, gutters,

## 16.10 - Dedications

sidewalks, storm and sanitary sewer, water and other utilities. The fair market value of improved land for subdivisions to be developed within the City is hereby determined to be two hundred forty thousand five hundred dollars (\$240,500.00) per acre, which shall be used in the calculation of the required cash contributions, except as follows:

1. The fair market value for subdivisions to be developed outside the corporate limits of the City of St. Charles but within the City's 1 1/2 mile jurisdictional area is hereby determined to be one hundred seventy-five thousand dollars (\$175,000).

2. If the Subdivider files a written objection to the use of the per acre value established herein, he shall submit an appraisal. Such appraisal shall show the fair market value of improved land in the area of the subdivision. The City shall notify the School District and the Park District of any objection and shall provide the School District and the Park District at least ninety (90) days to file their own appraisal or other response as they determine appropriate.

3. If the City Council determines that the specifics of the subdivision so warrant, it may require an appraisal. Final determination of the fair market value per acre of land shall be made by the City Council, based upon the appraisal or appraisals, and upon other information which may be submitted by the Park District, School District, or others. The Subdivider shall pay all appraisal fees.

4. At least once every five (5) years, but not more often than every three (3) years, the City, in cooperation with the Park District and School District shall obtain a formal an appraisal and review and if appropriate, adjust the value of land under this Ordinance. The City shall notify the School District and the Park District at the commencement of the process. In determining whether it is appropriate to adjust the value of land under this ordinance, the City shall consider whether the land value is within the range of values set by other area municipalities, including those municipalities served by the Park and School Districts.

5. Any appraisal submitted under this section shall be prepared by a licensed Illinois State Real Estate Appraiser and shall be in the form of a report that conforms to the applicable requirements of the Uniform Standards of Professional Practice.

**Comment [RC3]:** Change proposed by Park and School Districts. City Council policy decision.

### 16.10.100- Criteria for requiring land and cash [10]

There may be situations when a combination of land and a cash contribution in lieu of land are both necessary. At the time of preliminary plan approval, the City Council may require a combination of land and cash in any of the following situations:

1. When a previously designated park or school site lies partly within and partly outside of a proposed subdivision and the acreage of the designated park or school site within the subdivision is less than the park or school site acreage required herein, the Subdivider shall contribute all of the designated park or school site lying within the proposed subdivision, and cash in lieu of the additional acreage needed to fulfill the requirements hereof.

2. When part of a designated park or school site has already been acquired, and the land needed to complete it is less than the land required from the subdivision, then the

**16.10 - Dedications**

Subdivider shall contribute the amount of land needed from the subdivision to complete the park or school site and cash in lieu of the additional acreage needed to fulfill the requirements hereof.

3. When the Subdivider will be contributing certain park or school sites, and the balance of the required park or school site acreage would be too small or otherwise unsuitable for park or school sites, then the Subdivider shall contribute cash in lieu of the balance of the required school or park site acreage.

16.10.110- Calculation of estimated population [11]

A. Calculation of Requirement

<b>Table of Estimated Ultimate Population Per Dwelling Unit</b>				
Type of Unit	Elementary Grades K-5 5-10 years	Middle Grades 6-8 11-13 years	High School Grades 9-12 14-17 years	Total Population
<u>Detached Single Family</u>				
• 2 bedroom	0.136	0.048	0.020	2.017
• 3 bedroom	0.369	0.173	0.184	2.899
• 4 bedroom	0.530	0.298	0.360	3.764
• 5 bedroom	0.345	0.248	0.300	3.770
<u>Attached Single Family (Townhomes)</u>				
• 1 bedroom	0.000	0.000	0.000	1.193
• 2 bedroom	0.088	0.048	0.038	1.990
• 3 bedroom	0.234	0.058	0.059	2.392
• 4 bedroom	0.322	0.154	0.173	3.145
<u>Multi Family (Condo/Apartment)</u>				
• Efficiency	0.000	0.000	0.000	1.294
• 1 bedroom	0.002	0.001	0.001	1.758
• 2 bedroom	0.086	0.042	0.046	1.914
• 3 bedroom	0.234	0.123	0.118	3.053
Source: Illinois School Consulting Service/Associated Municipal Consultants Inc., 1996				

The "Table of estimated ultimate population per dwelling unit" shall be used to calculate the amount of required park and school site land and cash contributions in lieu thereof. It is recognized that population density, age distribution, and local conditions change over time, and that, therefore, the table is subject to periodic review and amendment as necessary.

B. Objection.

A written objection to "The Table of Estimated Ultimate Population Per Dwelling Unit"

## 16.10 - Dedications

may be filed by the Subdivider, or by the School or Park District, prior to City Council approval of the preliminary plan. The City shall notify the School District and the Park District of any objection and shall provide the School District and Park District at least ninety (90) days to file their own response. Such objection shall include a demographic study showing the estimated ultimate population to be generated by the subdivision. Final determination of the estimated ultimate population shall be made by the City Council at the time of preliminary plan approval.

**Comment [RC4]:** Change proposed by Park and School Districts. City Council policy decision.

### C. Credit for Existing Lots and Dwellings

A credit to the estimated population shall be granted as follows:

1. Existing Subdivided Lots: Lots previously subdivided for residential use, pursuant to a Subdivision Plat previously approved by the City of St. Charles and previously recorded with the County Recorder of Deeds, shall receive a credit calculated as a reduction of one residential unit per existing subdivided lot located wholly within the proposed subdivision.
2. Existing Lots of Record: Portions of previously subdivided lots that were lawfully conveyed as Lots of Record prior to September 17, 2012, provided said Lots of Record meet the minimum lot width and area requirements of the applicable zoning district in which it is located, shall receive a credit calculated as a reduction of one residential unit per existing Lot of Record located wholly within the proposed subdivision.
3. Existing Residential Dwellings: Existing residential dwellings shall receive a credit calculated as a reduction of the estimated population for the dwelling based upon the formulas within this chapter. A credit shall not be granted under sections 1 and 2 above for any lot receiving a credit for an existing dwelling under this section.

**Comment [RC5]:** This section addresses fees calculations for in-town subdivisions that involve existing lots or dwellings. The intent is to require the fees be paid for new lots being created, not any previously existing lots or residential units.

### D. Institutional Uses

A "Nursing Home" or "Assisted Living Facility", as defined in Title 17 of the City Code, and similar institutional uses, shall not be considered residential dwellings, and therefore units or rooms within such facilities shall not be included in the calculation of estimated population.

**Comment [RC6]:** Reflects current practice of institutional uses not being considered residential units

## 16.10.120- Reservation of land [12]

- Park or school dedication sites shall be considered public land for purposes of this chapter. All dedication sites shall be designated as a lot on the Final Plat of Subdivision. The lot shall be identified as a park or school site, with a notation that the property is to be conveyed as public land in accordance with this Title.
- Whenever the St. Charles Comprehensive Plan, or the standards of the City, School District, or Park District call for a school or park site within a subdivision larger than the required land contribution, the land needed in addition to the required contribution shall be reserved on the final plat for subsequent purchase by the City, Park District, or School District. The City, Park District, or School District shall acquire the land so designated by purchase or commence proceedings to acquire such land by condemnation within one year from the date of recording of the final plat; if the land is not so acquired or condemnation proceedings are not so commenced within said one

## 16.10 - Dedications

year period, the land so designated may then be used by the owners thereof in any other manner consistent with the St. Charles Municipal Code and compatible with said subdivision.

### 16.10.130- Condition of park and school sites [13]

Land Improvements within the subdivision adjoining park and school sites shall be provided and paid for by the Subdivider. In addition, park and school sites shall be fine graded, provided with a minimum of six (6) inches of topsoil, and seeded as part of the required land improvements, unless otherwise permitted by the City Council. All land improvements within the boundaries of park and school sites shall be completed prior to conveyance of the site. Installation of adjacent parkway improvements (including sidewalks, parkway trees, and street lighting) may be deferred until construction of the adjacent street is completed. Prior to commencing such work or any land improvements within a park or school site, the Subdivider shall furnish a policy or policies of insurance insuring both City and the park or School District, as the case may be, with coverage as approved by the City Council and Park District governing body or School District board of education, as the case may be. The Subdivider shall provide certificates to City and the school or Park District, as the case may be, showing City and such school or Park District as additional insureds. Such certificates shall provide for at least 30 days' notice to City and such district prior to cancellation or modification in any respect. The failure to provide or maintain the insurance coverages or certificates as mentioned above shall be cause to stop construction and shall be cause for the refusal of issuance of construction and building permits or certificates of occupancy.

**Comment [RC7]:** Sites would be conveyed after land improvements have been completed, so that the District is accepting a finished site, and not needing to grant the developer access to their property.

### 16.10.140 - Time of conveyance [14]

The park and school sites required herein shall be conveyed to the appropriate park or School District grantee, as designated by the City following the recording of the Final Plat of Subdivision. The timing of the conveyance shall be mutually agreed to by the City, School or Park District, and the Subdivider, with due consideration for the project phasing and construction activity to occur on properties adjacent to the school or park site. In the event the Subdivider has not conveyed the school or park site in accordance with the agreed to timing of conveyance, the City may withhold the issuance of building permits for residential units within the subdivision. , after City Council approval of the final plat and prior to the execution of the final plat of subdivision. The final plat shall not be executed by the mayor or recorded until the governing body of the Park District or School District, as the case may be, executes a written acceptance of the conveyance. Such acceptance of the conveyance shall not be deemed to constitute acceptance for purposes of maintenance. The Subdivider shall be responsible for maintaining the park and school sites until the land improvements upon and adjoining such sites are accepted by the City Council.

**Comment [RC8]:** Sites would be conveyed when it is practical based on the individual development project. Future park sites will likely be smaller and well integrated into a development.

### 16.10.150 - Payment of general real estate taxes and agricultural rollback taxes [15]

General real estate taxes and agricultural rollback taxes levied or which become due because of

## **16.10 - Dedications**

any conveyance, against the park or school site which is conveyed, shall be the responsibility and obligation of the grantor. Grantor shall furnish evidence of payment of these taxes or deposit the amount of those taxes in escrow with the title company furnishing the preliminary report of title, requiring payment of the taxes when they become due. After payment of the taxes, evidence of such payment shall be furnished to the grantee. The amount of any general real estate taxes and/or agricultural rollback taxes for the year of conveyance shall be pro-rated to the date of the delivery of deed. The amount of the general real estate and agricultural rollback taxes shall be based on the assessor's latest known rate, value, and equalizer, if any, for the land being conveyed.

### **16.10.160 - Real estate conveyance requirements [16]**

All real estate conveyed to the School District or Park District pursuant to the provisions of this chapter is hereby designated "public land." The Subdivider shall furnish the grantee with a survey of the public land to be conveyed and a commitment for title insurance from a title company licensed to do business in the state of Illinois, in the amount of the fair market value of such public land. If within thirty (30) days of receipt of the commitment, the grantee objects in writing to defects in the title, the Subdivider shall have thirty (30) additional days from the date of delivery of such written objections to cure such defects. All deeds of conveyance pursuant to this ordinance shall be recorded, at the Subdivider's sole expense, in the office of the recorder of deeds of the county in question. All conveyances pursuant to this chapter shall be accompanied by an appropriate affidavit of title, and shall be by warranty or trustee's deed subject only to the following:

1. Acts done or suffered by or judgments against the grantee, its successors and assigns;
2. General taxes for the year of conveyance, and subsequent years;
3. Zoning and building laws and/or ordinances;
4. Public and utility easements of record which are reasonably acceptable to City and grantee;
5. Conditions and covenants of record as contained only in plats of subdivision approved by the City;
6. Rights-of-way for drainage ditches, feeders, laterals, and underground tile, pipe or other conduit;
7. Such other exceptions to title that grantee shall find acceptable.

### **16.10.170 - Sale of public land [17]**

1. In the event either the School District or Park District desires to sell any public land obtained under the provisions hereof, it shall first direct written notice, certified mail, return receipt requested, to the non-selling district and City. The written notice shall contain a legal description and plat of the public land and statement that the owner thereof desires to sell the public land described. Upon receipt of the written notice, the following options are provided and granted:

## 16.10 - Dedications

1. The non-selling district shall have the exclusive option to purchase the public land described, for the thirty-day period next following receipt of the notice.
2. In the event the non-selling district fails to exercise its option within the thirty-day time period, the City shall have exclusive option to purchase the public land described, at no cost, for the thirty-day period next following expiration of the initial thirty-day period.
2. Any option shall be exercised by directing written notice to the owner of the public land, certified mail, return receipt requested. In the event both the non-selling district and the City fail to exercise their options, the owner of the public land may, for a one-year period thereafter, sell the public land described in the written notice to any third party, subject to the requirements of law.
3. In the event any public land is sold to a third party pursuant to the terms of this chapter, the property shall thereafter not be designated as "public land".
4. The cash received by the School District as a result of the sale of public land shall be held in a separate account, and shall be used solely in accordance with the provisions Section 16.08 above.
5. The cash received by the Park District as a result of the sale of public land shall be held in a separate account, and shall be used solely in accordance with the provisions of Section 16.08 above.

### ~~16.10.180 Private recreational areas in lieu of dedicated park land [18]~~

- ~~1. Private recreation areas and facilities may reduce the demand for local public recreational services. At the option of the City Council, a portion of the public park site requirement may be provided in the form of private recreation areas. The extent of same shall be determined by the City Council, based upon the needs of the projected residents, the extent to which the private recreation areas are available for use by the residents of the subdivision, and available park land in the general area.~~
- ~~2. In general, a substitution of private recreational areas for public park sites will require a substantially higher degree of improvement, such as the installation of recreational facilities and equipment by the Subdivider. Detailed plans of facilities to be installed shall be submitted with the preliminary plan and shall be subject to the review and approval of the City Council. Before any credit is given for private recreation areas, the Subdivider shall provide such guarantee that the private recreation areas will be permanently maintained for such use by the execution of such legal documents and the provision of such sureties as City shall request.~~

(2012-M-45 [19])

**Comment [RC9]:** Proposed change by the Park and School Districts. City Council policy decision.

## 16.02 “General Provisions”

### 16.02.010 – Purpose

The purpose of this Title and subsequent regulation is as follows:

- A. To provide one of several means for carrying out the intent of the Comprehensive Plan, thus helping to insure sound, harmonious subdivision development and community growth, and to safeguard the interest of the homeowner, the Subdivider, the investor, and the City.
- B. To provide permanent assets to the City.
- C. To prevent scattered development beyond existing public utilities and prevent excessive development costs.
- D. To assure the development of land for optimum use with the highest possible standards of design and necessary protection against deterioration and obsolescence.
- E. To assure the orderly development of all land within the City.
- F. To limit and control the pollution of the environment that can be caused by inadequate or incomplete urban development.
- G. To provide common grounds of understanding and a sound working relationship between the City and the Subdivider.
- H. To lessen congestion of streets and highways.
- I. To provide for adequate light and air.
- J. To facilitate adequate provisions for transportation, water, storm water management, sewerage, schools, and other public necessities.
- K. To ensure proper legal description and proper monumenting of subdivided land.
- L. To coordinate new subdivision design within the design of the City as a whole.

### 16.02.020 – Validity and Applicability

- A. No plat of any subdivision shall be entitled to record in the recorder's office, or have any validity, until it has been approved in the manner prescribed in this Title.
- B. No parcel of land may be conveyed for the purpose of creating a new residential dwelling lot without said parcel begin established as a lot pursuant to approval of a plat of subdivision in the manner prescribed in this Title, unless said parcel was previously subdivided, pursuant to a Subdivision Plat approved by the City of St. Charles and recorded with the County Recorder of Deeds.

C. Lots of Record that were lawfully conveyed prior to September 17, 2012 that meet the minimum lot width and area requirements of the applicable zoning district in which it is located shall be considered valid lots for purposes of this title.

D. Parcels of land may be conveyed for the purpose of modifying lot size or configuration, provided the conveyance does not create a greater number of buildable residential lots, based on the applicable zoning district in which it is located, than currently exist within the boundary of the subdivision (either as existing subdivided lots or valid Lots of Record under Item C. above.)

#### 16.02.030 – Comprehensive Plan

A. Adopted.

An official Comprehensive Plan, ~~containing an official map, dated May 6, 1996~~September 3, 2013 has been adopted by the City, pursuant to the powers granted by the Illinois Municipal Code, and shall be known as "the Comprehensive Plan of the City of St. Charles, Illinois." The comprehensive plan may be amended from time to time, pursuant to 65 ILCS 5/11-12-7.

B. Copies Available Upon Payment of Fee.

~~Copies of s~~Said official Comprehensive Plan and all ordinances implementing said plan, including any official map that may hereafter be adopted, shall be made available to all interested parties on the City website. A printed copy may be purchased for the cost of printing the document, upon payment of such sum as the corporate authorities shall determine to be adequate to reimburse the general fund of the City of the cost of printing and distributing same.

#### 16.04.010 – Applicability

The provisions hereof shall be applicable to all subdivisions in the City of St. Charles and within all unincorporated areas lying within one and one-half miles of the corporate limits of the City of St. Charles, to the extent permitted by law. Subdivisions located within the future planning area jurisdiction of another municipality, pursuant to a Boundary Line Agreement with the City of St. Charles, shall not be subject to the provisions hereof.



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4b

Title:

Plan Commission recommendation to approve a Final Plat of Subdivision for Prairie Centre.

Presenter:

Russell Colby

Meeting: Planning & Development Committee

Date: January 16, 2018

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted:

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

The Prairie Centre PUD was approved by the City in March 2017. The project is a redevelopment of the former St. Charles Mall property that includes commercial, mixed use and residential buildings.

The Subdivision and Phasing Section of the PUD Ordinance outlines the process for the review and approval of a Final Plat of Subdivision for the property:

- The property is to be initially platted in its entirety, with blanket access and utility easements over the entire site.
- Individual building lots within the site may be proposed as determined by the developer.
- No internal streets need to be designated.
- The developer may phase the project based upon market demand, however the following must be part of the initial development phase:
  - Rerouting of sanitary sewer exiting the site, per the engineering plans.
  - Installation of stormwater detention areas.
  - Construction of the north-south boulevard from Rt. 38 to Prairie Street (provided that the completion of the northern portion may be deferred until the adjacent buildings are constructed.)

The developer, Shodeen Group LLC, filed an application for Final Plat of Subdivision in June 2017. Staff has been reviewing the final engineering plans for the project over the past several months. The final engineering plans are now far enough along in the review process that information depicted on the Final Plat is unlikely to change. Therefore, staff is bringing forward the plat for approval at this time.

The City has also reviewed building permit plans for the first two buildings to be constructed, Buildings F2 and E as shown on the site plan.

Dave Patzelt of Shodeen provided the attached letter as an update on the status of the project.

**Plan Commission Review**

Plan Commission reviewed the Final Plat on 1/9/18 and recommended approval, subject to resolution of staff comments, by a vote of 8-0.

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

Letter from Shodeen dated 1/12/18, Plan Commission Resolution, Staff Memo, Final Plat Application, Proposed Final Plat, PUD ordinance

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

Plan Commission recommendation to approve a Final Plat of Subdivision for Prairie Centre.

January 12, 2018

City of St. Charles

Russ Colby

2 East Main Street

St. Charles, IL 60174

Re: St. Charles Planning and Development Committee

St. Charles Prairie Centre

Dear Russ:

I regret to inform you that I personally will be unable to attend the St. Charles Planning and Development Committee. In my absence I will be having Mike Iwan, Vice President of Commercial Construction in attendance.

Understanding that the St. Charles Plan Commission raised some general questions about the project as a whole during Plan Commission meeting, I thought I would provide a brief update on various aspects of the project for you to share with members of the Planning and Development Committee.

Final Engineering and Final Plat:

We have been working with the City over the past few months on the Site Civil Engineering submittal. Most recently we made a submittal on 12/22/17 addressing city comments. We anticipate concluding the engineering review in the next month. In December of 2017 we commenced with grinding the large areas of the asphalt parking lot that are to be removed along with the stone under the pavement. These items were the first steps in the site redevelopment and done in a "green way" by recycling the material. The grinding process uses water to mitigate dust and thus it was critical to get this done before the freezing temperatures set in. This material was stock piled on site and will be reused for future construction. We anticipate the start of site development construction within the next month or two.

Building Permit:

We have submitted applications for building permits for residential building E and F2 generally located east of the planned round-a-bout. While this is under review, we are also working on financing for those buildings. We again anticipate commencing with construction within the next month or two.

**SHODEEN**

17 North First Street  
Geneva, Illinois 60134

phone 630.232.8570  
facsimile 630.232.7895

[www.shodeen.com](http://www.shodeen.com)

Marketing:

We shortlisted and interviewed 3 different commercial brokers for the commercial portion of the development. We have been under contract with a Metro. Metro has been marketing the development since early 2016. The marketing efforts include direct contact to a list of possible users and their brokers. This list is updated and reviewed monthly with Shodeen. We have received some Letters of Intent but have no tenants contracted at this point.

Affordable Housing:

We have been under contract with Anthony Place of St. Charles to provide a senior affordable living product. They applied for the 2017 Tax Credit program with Illinois Housing Development Authority but were denied. They again applied for the first step in the 2018 program. They have been approved at this first step and now need to provide further application information by March 2018. We will be working with staff on any additional information that may be needed from the City of St. Charles.

I hope that this information is helpful to the City Council.

Sincerely,

A handwritten signature in blue ink that reads "David A. Patzelt". The signature is written in a cursive style.

David A. Patzelt

President

**City of St. Charles, Illinois**  
**Plan Commission Resolution No. 1-2018**

**A Resolution Recommending Approval of a Final Plat of Subdivision for  
Prairie Centre PUD (Shodeen Group, LLC)**

**Passed by Plan Commission on January 9, 2018**

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

WHEREAS, the Plan Commission has reviewed the Final Plat of Subdivision for Prairie Centre PUD received 6/16/2017; and

WHEREAS, the Plan Commission finds the Final Plat of Subdivision to be in conformance with the applicable requirements of Title 16 of the City Code entitled, "Subdivisions and Land Improvement" and Prairie Centre PUD Ordinance No. 2017-Z-5.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to the City Council approval of the Final Plat of Subdivision for Prairie Centre PUD dated 10/18/17; contingent upon the resolution of all staff comments prior to City Council action.

Roll Call Vote:

Ayes: Holderfield, Pietryla, Pretz, Wallace, Vargulich, Funke, Purdy, Schuetz

Nays: None

Absent: Kessler

Recused:

Motion Carried: 8-0

PASSED, this 9<sup>th</sup> day of January, 2018.

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Chairman  
St. Charles Plan Commission

Community & Economic Development  
 Community Development Division  
 Phone: (630) 377-4443



**STAFF MEMO**

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

**FROM:** Russell Colby, Community Development Division Manager

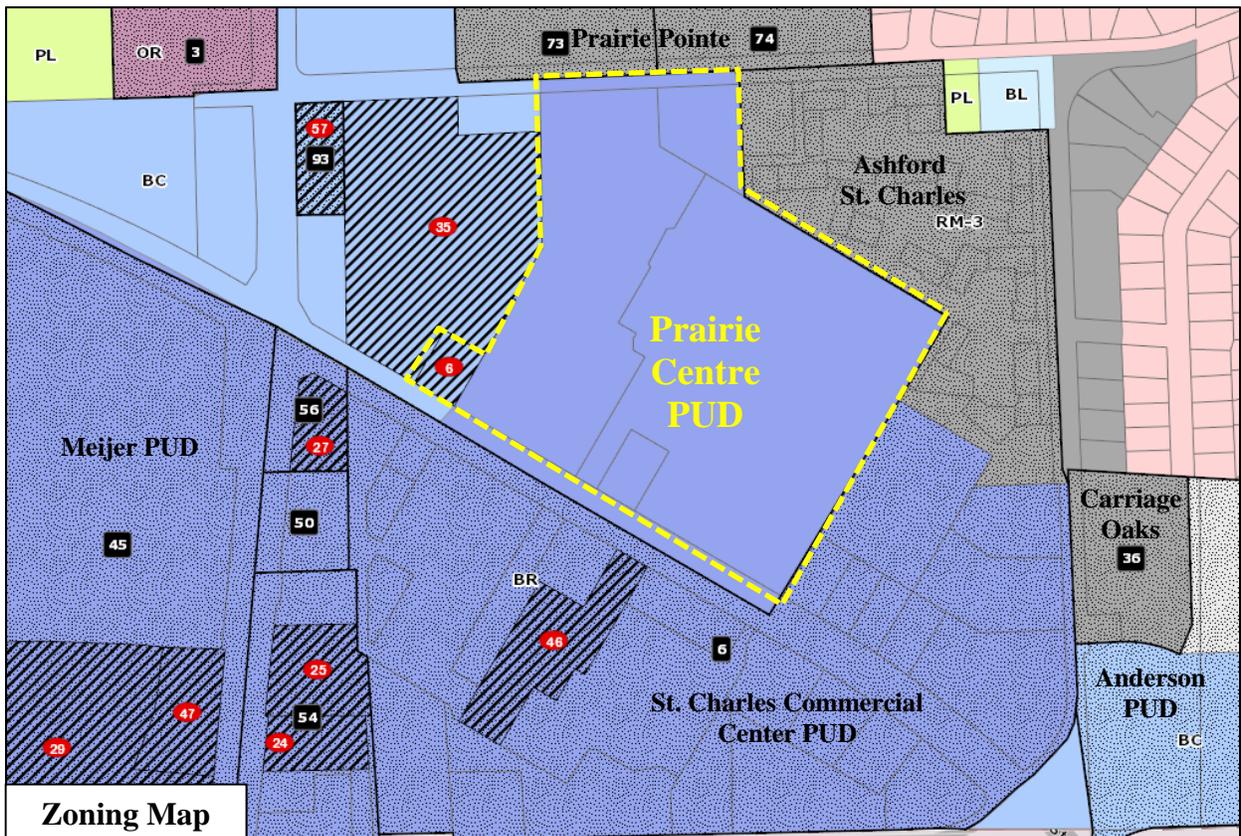
**RE:** Prairie Centre PUD- Final Plat of Subdivision

**DATE:** January 12, 2018

**I. APPLICATION INFORMATION:**

**Project Name:** Prairie Centre  
**Applicant:** Shodeen Group, LLC  
**Purpose:** Initial Final Plat approval for Prairie Centre PUD project

<b>General Information:</b>		
<b>Site Information</b>		
Location	North of IL Rt. 38/ Lincoln Hwy., south of Prairie St., east of Randall Rd.	
Acres	27 acres	
<b>Applications</b>		
<b>Final Plat of Subdivision</b>		
Applicable Code	Prairie Centre PUD Ordinance #2017-Z-5	
Sections	Title 16, "Subdivision and Land Improvement"	
<b>Existing Conditions</b>		
Land Use	Vacant	
Zoning	BR Regional Business District and BC Community Business District / Planned Unit Development (Prairie Centre PUD)	
<b>Zoning Summary</b>		
North	RM-3 General Residential Dist. - PUD	Prairie Pointe Apartments (formerly Wessel Ct) Ashford St. Charles Apts. (formerly Covington)
East	BR Regional Business Dist. – PUD RM-3 General Residential Dist. - PUD	St. Charles Commercial Ctr.-Binny’s, Jiffy Lube Ashford St. Charles Apts. (formerly Covington)
South	BR Regional Business Dist. – PUD	Tri-City Shopping Center
West	BC Community Business Dist. - SU	Jewel-Osco store with Drive-Through Retail strip on Prairie St.
<b>Comprehensive Plan Designation</b>		
Corridor/Regional Commercial and Potential Mixed Use (located in West Gateway Sub Area )		



## II. BACKGROUND

The subject property is a 26.48-acre site comprised of:

- The former St. Charles Mall property
- Outlot parcels around the former St. Charles Mall property

In March 2017, the City approved the Prairie Centre PUD. Prairie Centre is a redevelopment project that includes commercial, mixed use and residential buildings, specifically:

- 670 residential units (609 units, plus 61 units as a "density bonus" for providing affordable residential units within the project)
- A range from 80,000 to 116,000 square feet of commercial uses (depending on whether certain buildings are mixed use or residential only)

The following items were approved by the Prairie Center PUD ordinance, #2017-Z-5:

- **Special Use for Planned Unit Development (PUD)** to establish zoning and development standards for the project. The PUD approval granted deviations to the underlying BR Regional Business District zoning. The deviations related to: Permitted and special uses (to allow residential use), bulk requirements for buildings, building design requirements, landscaping requirements and off-street parking requirements. See the attached ordinance for more information.
- **PUD Preliminary Plan** approval of the overall site layout, preliminary engineering plans, partial building architectural elevations, and a partial landscape plan. A preliminary plat of subdivision was also approved.

### Project Phasing

The Subdivision and Phasing Section of the PUD Ordinance, beginning on pg. 16, outlines the process for the review and approval of a Final Plat of Subdivision for the property. In summary:

- The property is to be initially platted in its entirety, with blanket access and utility easements over the entire site.
- Individual building lots within the site may be proposed as determined by the developer.
- No internal streets need to be designated.
- The developer may phase the project based upon market demand, however the following must be part of the initial development phase:
  - Rerouting of sanitary sewer exiting the site, per the engineering plans.
  - Installation of stormwater detention areas.
  - Construction of the north-south boulevard from Rt. 38 to Prairie Street (provided that the completion of the northern portion may be deferred until the adjacent buildings are constructed.)

## III. FINAL PLAT OF SUBDIVISION

The developer, Shodeen Group LLC, filed an application for Final Plat of Subdivision in June 2017. Staff has been reviewing the final engineering plans for the project over the past several months. The final engineering plans are now far enough along in the review process that information depicted on the Final Plat is unlikely to change. Therefore, staff is bringing forward the Final Plat for approval at this time.

The Final Plat, dated 1/12/18, depicts the following:

- The entire site is platted, with easements provided.
  - Cross Access easements are identified crossing the site from north to south, east to west, and along the eastern boundary of the site (following the existing drive along Binny's and Jiffy Lube)
  - Access locations to Rt. 38 are identified (existing access drive locations).
  - Blanket utility and drainage easements are provided.
- Lots 2 and 3 are created for the first two buildings planned to be constructed:
  - These buildings are identified as Residential buildings F2 and E on the PUD site plan (see the attached site plan for reference).
  - Building permit applications have been filed and reviewed for these two buildings.
- Lot 4 encompasses the park site.
  - The developer has been in discussions with the Park District about the potential for the park site to be accepted as a park land donation. The Park District has been developing potential design concepts for the park site.
- Lot 5 is a remnant parcel along Prairie Street.
- Lot 6 encompasses the stormwater detention basin shown on the PUD site plan.

The Final Plat otherwise appears to comply with the requirements of the PUD ordinance, subject to addressing any outstanding staff comments listed above.

Staff has also reviewed a draft of the Covenants, Conditions, Restrictions and Easements document referenced on the plat. This document identifies maintenance responsibilities for common elements in the subdivision and further defines rights and responsibilities of individual lot owners.

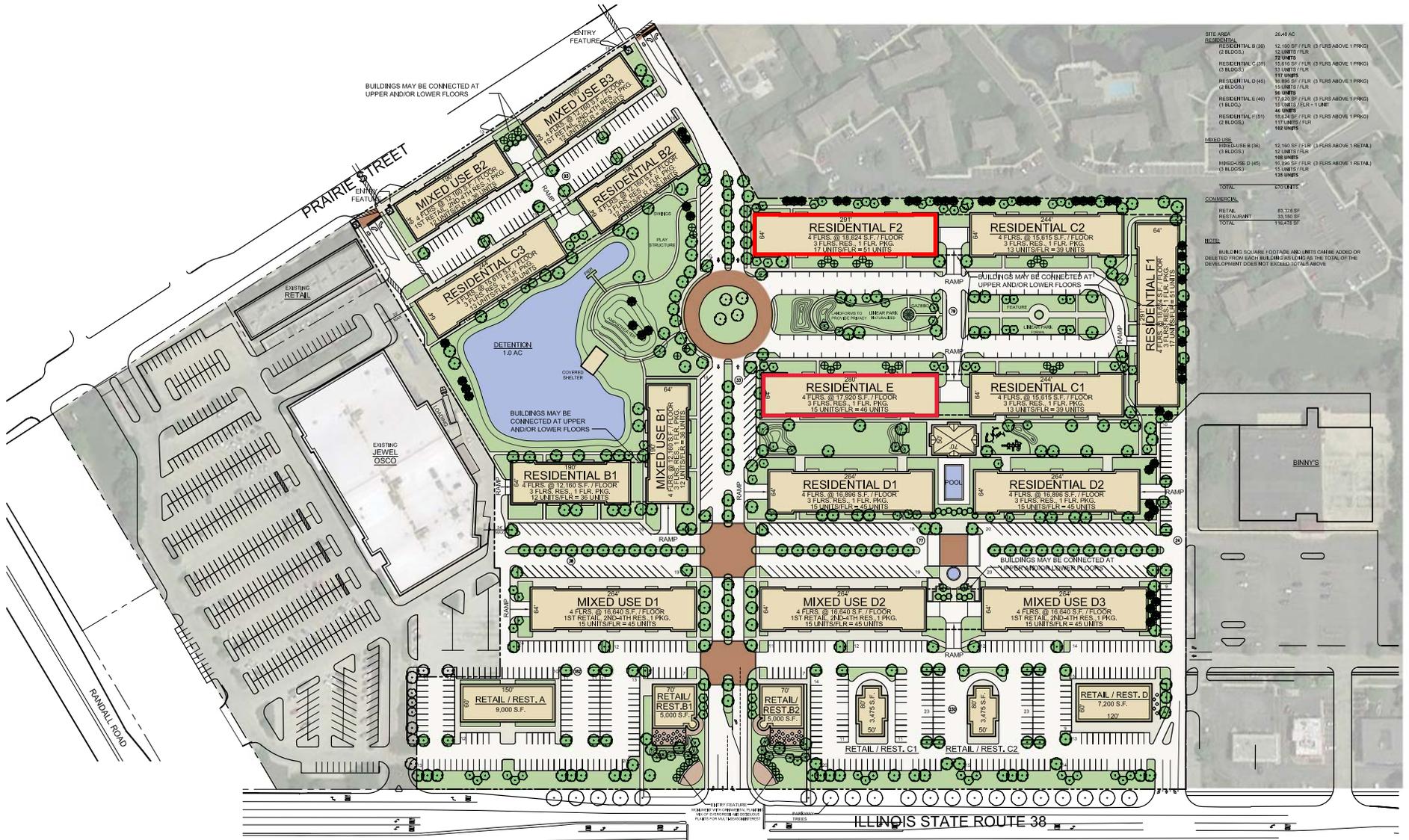
#### **IV. SUGGESTED ACTION**

Review the Final Plat of Subdivision.

Staff has found the application materials to be complete and the Final Plat to be in compliance with the approved Preliminary Subdivision Plat and applicable PUD ordinance standards.

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

**Attachment:** PUD Site Plan, indicating first two buildings to be constructed.



**OKW** ARCHITECTS  
 600 W. Jackson, Suite 250  
 Chicago, IL 60661

**SITE PLAN**  
 SCALE: 1"=150'

SHODEEN

**PRAIRIE CENTRE**  
 St. Charles, Illinois  
 February 7, 2017 Project #: 16033

**A-01**

# CITY OF ST. CHARLES

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



COMMUNITY & ECONOMIC DEV./PLANNING DIVISION

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

## FINAL PLAT OF SUBDIVISION APPLICATION

<b>For City Use</b>	
Project Name:	<u>Prairie Center</u>
Project Number:	<u>2015 -PR- 025</u>
Application Number:	<u>2017 -AP- 024</u>



*To request approval of Final Plat for a Subdivision, complete this application and submit it with all required attachments to the Planning Division.*

*When this application is complete and the plans are substantially in compliance with requirements, the Final Plat will be placed on a Plan Commission agenda for review.*

*The information you provide must be complete and accurate. If you have any questions, please call the Planning Division and we will be happy to assist you.*

<b>1. Property Information:</b>	<b>Location:</b> North of IL Rt. 38, East of Randall Road	
	<b>Parcel Number (s):</b> 09-33-302-010, 09-33-302-011, 09-33-302-014 and 09-33-329-009 , <u>09-33-302-015</u>	
	<b>Proposed Subdivision Name:</b> Prairie Center	
<b>2. Applicant Information:</b>	<b>Name</b> Shodeen Group, L.L.C.	<b>Phone</b> 630-444-8252
	<b>Address</b> 77 N. First Street Geneva, IL 60134	<b>Fax</b> 630-232-4520
		<b>Email</b> dave@shodeen.com
<b>3. Record Owner Information:</b>	<b>Name</b> Towne Centre Equities, L.L.C.	<b>Phone</b> 630-444-0777
	<b>Address</b> 77 N. First Street Geneva, IL 60134	<b>Fax</b> 630-232-4520
		<b>Email</b> dave@shodeen.com

**Please check the type of application:**

**Subdivision:**

- Preliminary Subdivision Plat was previously approved by the City
- Combined Preliminary-Final Review Process (Preliminary Plat Application filed concurrently)

**Planned Unit Development (PUD):**

- PUD Preliminary Plan was previously approved by the City
- Combined Preliminary-Final Review Process (PUD Preliminary Plan Application filed concurrently)
- PUD Final Plan application filed concurrently

This application is not required for a Minor Subdivision (Per City Code Section 16.04.040: Meets all subdivision design standards, no more than 4 lots, no utility extensions or new streets, no stormwater detention required, lots meet minimum zoning standards)

**Attachment Checklist:**

*For Combined Preliminary-Final Review or where multiple applications have been submitted concurrently, do not submit duplicate checklist items or plans. Fee must be paid for each application.*

**APPLICATION FEE:**

Application fee in accordance with Appendix A of the Subdivision Code. (\$300)

**REIMBURSEMENT OF FEES AGREEMENT:**

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

**REIMBURSEMENT OF FEES INITIAL DEPOSIT:**

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

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

**PROOF OF OWNERSHIP and DISCLOSURE:**

Submit one of the following:

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

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

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

□ **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 of Plans:**

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

□ **SUBDIVISION PLAT – DRAWING REQUIREMENTS/CHECKLIST:**

Complete the attached checklist and ensure that all required information is included on the plat.

□ **FINAL ENGINEERING PLANS – DRAWING REQUIREMENTS/CHECKLIST:**

Complete the attached checklist and ensure that all required information is included on the Final Engineering Plans.

□ **ENGINEER'S COST ESTIMATE SPREADSHEET:**

See attached form.

□ **STORMWATER MANAGEMENT PERMIT APPLICATION** (if not already filed)

□ **STORMWATER REPORT**

□ **FINANCIAL GUARANTEE & LAND IMPROVEMENT AGREEMENT**

When submitting the application, provide a draft or description of the proposed guarantee for the payment and completion of Land Improvements (consisting of proposed form, amount and provider of completion guarantee collateral - bond, cash, or letter of credit).

- For Letter of Credit form, see City Code Title 16, Appendix C.
- For Land Improvement Agreement, see City Code Title 16, Appendix D.

*A Financial Guarantee and Land Improvement Agreement must be provided prior to the City signing the Final Plat of Subdivision and recording the plat.*

□ **COPIES OF THIRD PARTY PERMIT/APPROVALS**

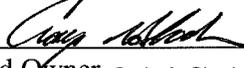
- Illinois EPA Water Pollution Control Permit for sanitary sewer extension

- Illinois EPA Division of Public Water Supplies Permit for water mains
  - Notice of Intent (NOI) letter/permit for NPDES Stormwater Discharge for sites 5 acres and larger
  - IDNR Office of Water Resources Permit (for work in flood plain)
  - Wetlands Permit from Army Corps of Engineers
  - Kane County DOT and/or IDOT signature on Final Plat (if applicable)
  - Offsite easements and right of way necessary to construct the required Land Improvements
- PARK AND SCHOOL LAND/CASH WORKSHEETS:** For residential developments, Park and School land/cash worksheets in accordance with Title 16 of the St. Charles Municipal Code with population projections establishing anticipated population and student yields.
- INCLUSIONARY HOUSING SUMMARY:** For residential developments, submit information describing how the development will comply with the requirements of Title 19, "Inclusionary Housing" of the St. Charles Municipal Code.

**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.**

Towne Centre Equities, L.L.C.

By: Towne Centre Management, L.L.C.; its Manager

  
 \_\_\_\_\_ May 19, 2017  
 Record Owner Craig A. Shodeen, a Manager Date

Shodeen Group, L.L.C.

  
 \_\_\_\_\_ May 19, 2017  
 Applicant or Authorized Agent David A. Patzelt; Senior Vice President Date

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

STATE OF ILLINOIS    )  
  ) SS.  
KANE COUNTY         )

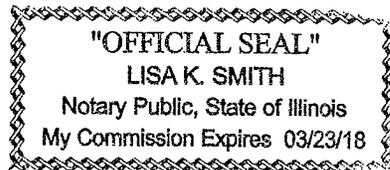
I, Craig A. Shodeen, being first duly sworn on oath depose and say that I am  
  Towne Centre Management, L.L.C. the Manager of Towne Centre Equities, L.L.C. <sup>Delaware</sup>  
Manager of \_\_\_\_\_, an ~~Illinois~~ Limited Liability  
Company (L.L.C.), and that the following persons are all of the members of the said L.L.C.:

- |   |       |
|---|-------|
| <u>Wennlund Farm, L.L.C.</u>            | _____ |
| <u>Towne Centre Management, L.L.C.</u>  | _____ |
| <u>Koranda Capital Partners, L.P.</u>   | _____ |
| <u>St. Charles Towne Centre, L.L.C.</u> | _____ |
| <u>RJF Towne Centre, L.L.C.</u>         | _____ |
| <u>Kili, L.L.C.</u>                     | _____ |
| <u>Silver Glen Capital, L.L.C.</u>      | _____ |

By: , Manager  
Craig A. Shodeen

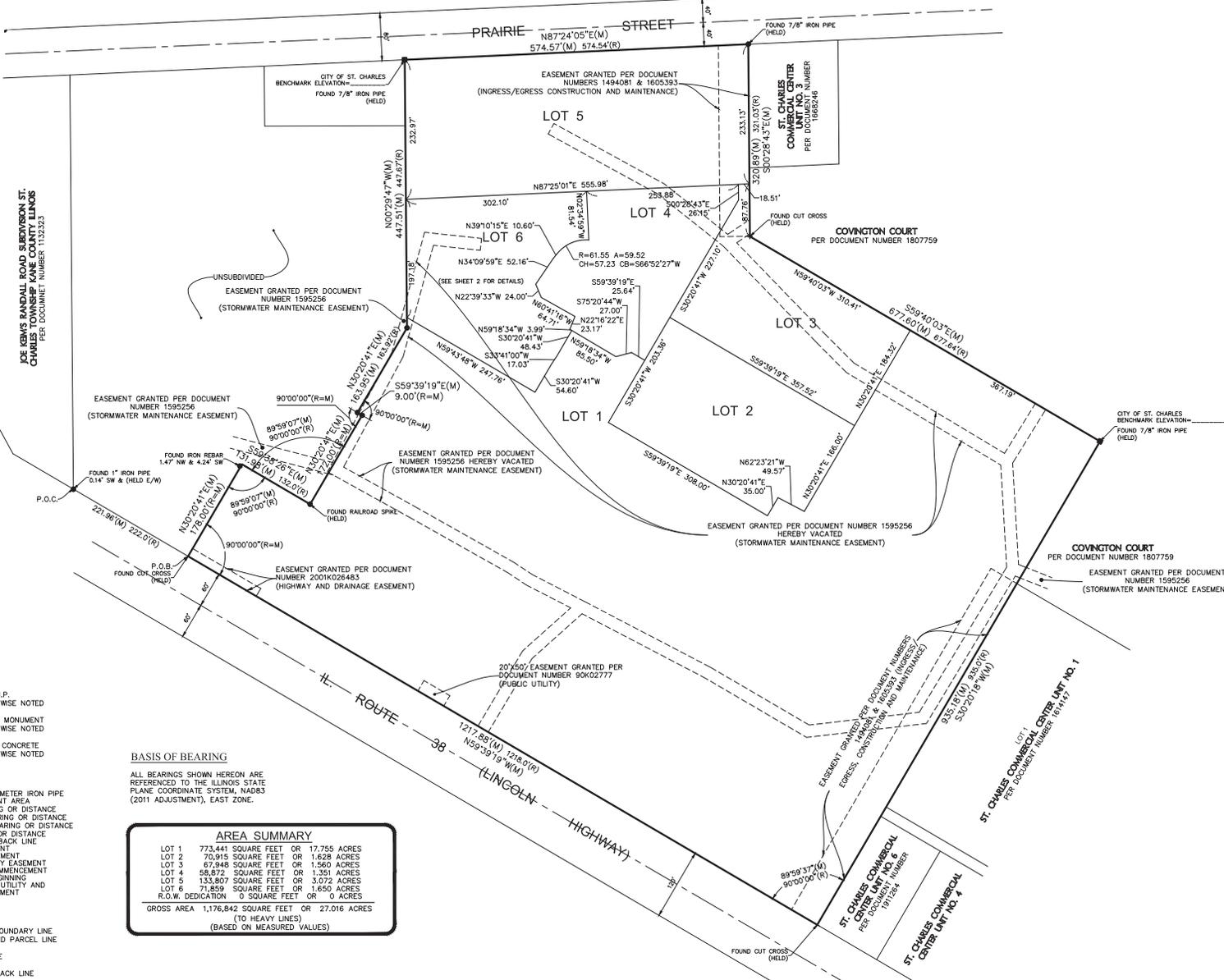
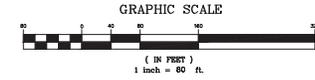
Subscribed and Sworn before me this 19<sup>th</sup> day of  
May, 20 17.

  
Notary Public



# FINAL PLAT OF SUBDIVISION ST. CHARLES PRAIRIE CENTRE

PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 8 EAST  
OF THE THIRD PRINCIPAL MERIDIAN IN KANE COUNTY, ILLINOIS



- LEGEND**
- SET 7/8" O.D.I.P. UNLESS OTHERWISE NOTED
  - SET CONCRETE MONUMENT UNLESS OTHERWISE NOTED
  - ✦ SET CROSS IN CONCRETE UNLESS OTHERWISE NOTED

- ABBREVIATIONS**
- O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
  - N.E.A. = NON EASEMENT AREA
  - (R) = RECORD BEARING OR DISTANCE
  - (M) = MEASURED BEARING OR DISTANCE
  - (C) = CALCULATED BEARING OR DISTANCE
  - (D) = DEED BEARING OR DISTANCE
  - B.S.L. = BUILDING SETBACK LINE
  - U.E. = UTILITY EASEMENT
  - D.E. = DRAINAGE EASEMENT
  - P.U.E. = PUBLIC UTILITY EASEMENT
  - P.O.C. = POINT OF COMMENCEMENT
  - P.O.B. = POINT OF BEGINNING
  - P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

- LINE LEGEND**
- SUBDIVISION BOUNDARY LINE
  - ADJACENT LAND PARCEL LINE
  - LOT LINE
  - EASEMENT LINE
  - CENTERLINE
  - BUILDING SETBACK LINE
  - SECTION LINE

**BASIS OF BEARING**  
ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD83 (2011 ADJUSTMENT), EAST ZONE.

AREA SUMMARY	
LOT 1	773,441 SQUARE FEET OR 17.755 ACRES
LOT 2	70,915 SQUARE FEET OR 1.628 ACRES
LOT 3	67,948 SQUARE FEET OR 1.560 ACRES
LOT 4	58,872 SQUARE FEET OR 1.351 ACRES
LOT 5	133,807 SQUARE FEET OR 3.072 ACRES
LOT 6	71,859 SQUARE FEET OR 1.630 ACRES
R.O.W. DEDICATION	0 SQUARE FEET OR 0 ACRES
GROSS AREA 1,176,842 SQUARE FEET OR 27.016 ACRES (TO HEAVY LINES) (BASED ON MEASURED VALUES)	

OWNER/SUBDIVIDER  
**TOWNE CENTRE EQUITIES, LLC**  
77 NORTH FIRST STREET  
GENEVA, IL 60134

NO.	DATE	BY	FOR	REVISIONS	CHECKED BY	DATE	FOR
1	08-22-17	SM	PLAT	PRELIMINARY			
2	09-22-17	SM	PLAT	REVISED			
3	10-20-17	SM	PLAT	REVISED			
4	11-20-17	SM	PLAT	REVISED			
5	12-15-17	SM	PLAT	REVISED			
6	01-12-18	SM	PLAT	REVISED			

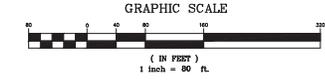
PROJECT  
**ST. CHARLES PRAIRIE CENTRE**  
SANTO CHARLES, ILLINOIS

CLIENT  
**ESM CIVIL SOLUTIONS, LLC**  
231 GINGER WOODS PARKWAY - STE. 100  
LITTLE ROCK, AR 72110  
PHONE: (501) 330-1100 FAX: (501) 330-1101  
WWW.COMPASSSURVIVING.COM



# FINAL PLAT OF SUBDIVISION ST. CHARLES PRAIRIE CENTRE

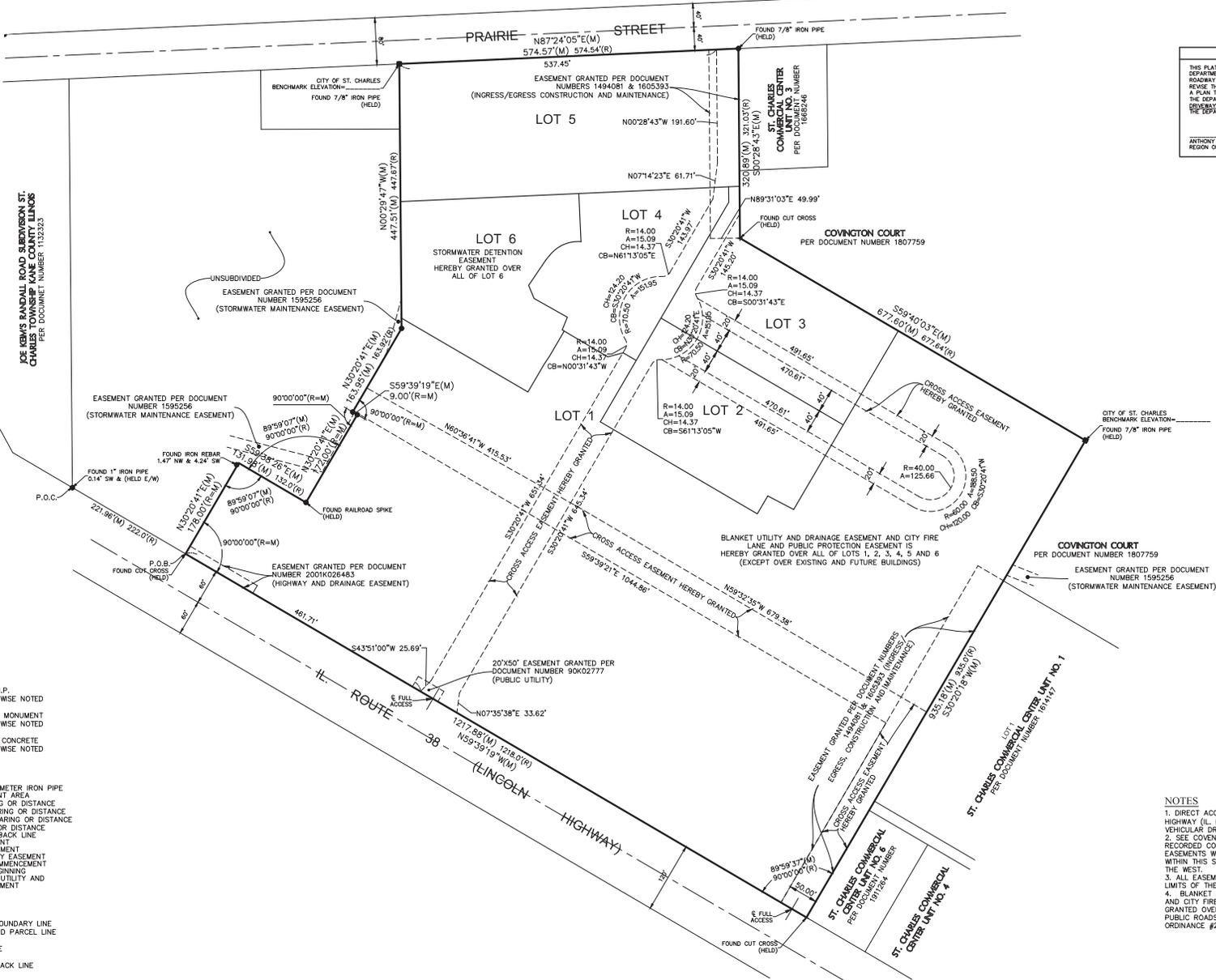
PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 8 EAST  
OF THE THIRD PRINCIPAL MERIDIAN IN KANE COUNTY, ILLINOIS



**SPACE FOR I.D.O.T. STAMP**

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO 625 CM ACT TO REVISE THE LAW IN RELATION TO PLATS. AS AMENDED, A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS OVERLAND TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

ANTHONY A. GAGLEY, P.E.  
REGION ONE ENGINEER



- LEGEND**
- SET 7/8" O.D.I.P. UNLESS OTHERWISE NOTED
  - SET CONCRETE MONUMENT UNLESS OTHERWISE NOTED
  - + SET CROSS IN CONCRETE UNLESS OTHERWISE NOTED
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 P.O.C. = POINT OF COMMENCEMENT  
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 P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
- LINE LEGEND**
- SUBDIVISION BOUNDARY LINE
  - ADJACENT LAND PARCEL LINE
  - LOT LINE
  - EASEMENT LINE
  - CENTERLINE
  - BUILDING SETBACK LINE
  - SECTION LINE

- NOTES**
1. DIRECT ACCESS BETWEEN LOT 1 OF THIS SUBDIVISION AND LINCOLN HIGHWAY (I.L. ROUTE 38) SHALL BE LIMITED TO TWO FULL ACCESS VEHICULAR DRIVEWAYS.
  2. SEE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS TO BE RECORDED CONTEMPORANEOUSLY HERewith, FOR ACCESS AND OTHER EASEMENTS WITH RESPECT TO INTERCONNECTIONS AND SHARED FACILITIES WITHIN THIS SUBDIVISION AND WITH THE PROPERTY TO THE EAST AND THE WEST.
  3. ALL EASEMENT VACATIONS SHOWN HEREON ARE SUBJECT TO THE LIMITS OF THE SUBDIVISION PLAT SHOWN HERON.
  4. BLANKET UTILITY AND DRAINAGE EASEMENT, ACCESS EASEMENT AND CITY FIRE LANE AND PUBLIC PROTECTION EASEMENT IS HEREBY GRANTED OVER THE ENTIRE SUBDIVISION, EXCEPT FOR BUILDINGS AND PUBLIC ROADS AS SHOWN ON PRAIRIE CENTER PUD SITE PLAN IN CITY ORDINANCE #2017-2-15 OR CITY APPROVED BUILDING LOCATIONS.

OWNERS/SUBDIVIDER		TOWNE CENTRE EQUITIES, LLC	
PROJECT		ST. CHARLES PRAIRIE CENTRE	
DATE: 04-18-17	PC: N/A	DRAWN BY: RHM	CHECKED BY: SK
NO. 1	REVISIONS	BOON: N/A	PC: N/A
2	PER CLIENT COMMENTS	DATE: 04-18-17	BY: RHM
3	PER CLIENT COMMENTS	DATE: 04-18-17	BY: RHM
4	PER CLIENT COMMENTS	DATE: 04-18-17	BY: RHM
5	PER CLIENT COMMENTS	DATE: 04-18-17	BY: RHM
6	PER CLIENT COMMENTS	DATE: 04-18-17	BY: RHM
7	PER CLIENT COMMENTS	DATE: 04-18-17	BY: RHM
8	PER CLIENT COMMENTS	DATE: 04-18-17	BY: RHM
9	PER CLIENT COMMENTS	DATE: 04-18-17	BY: RHM
CLIENT		ESM CIVIL SOLUTIONS, LLC	
SURVEYOR		ANTHONY A. GAGLEY, P.E.	
PROJECT ADDRESS		261 GINGER WOODS PARWAY, STE. 100 ALTOONA, IL 62501	
PHONE		(618) 530-0100 FAX: (618) 530-0101 EMAIL: AAG@ESMSURVEYING.COM	
WEBSITE		WWW.COMPASSSURVIVING.COM	
SCALE: 1" = 80'		2 OF 3	
PROJECT NO.: 17.0036-04		PROJ. NO.: 17.0036-04	

# FINAL PLAT OF SUBDIVISION ST. CHARLES PRAIRIE CENTRE

PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 8 EAST  
OF THE THIRD PRINCIPAL MERIDIAN IN KANE COUNTY, ILLINOIS

P.I.N. 09-33-302-010  
09-33-302-011  
09-33-302-014  
09-33-302-015  
09-33-329-009

### OWNER'S CERTIFICATE

OWNER'S CERTIFICATE  
STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

THIS IS TO CERTIFY THAT \_\_\_\_\_ IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND BY THE DULY ELECTED OFFICERS HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS INDICATED HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AS ALLOWED AND PROVIDED BY STATUTE AND HEREBY ACKNOWLEDGES AND ADOPTS THE SAME UNDER THE STYLE AND TITLE AFORESAID.  
ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED AFORESAID AND, TO THE BEST OF OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF ST. CHARLES COMMUNITY UNIT SCHOOL DISTRICT 303.

DATED AT \_\_\_\_\_  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_  
BY: \_\_\_\_\_ ATTEST:  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

### NOTARY'S CERTIFICATE

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS  
I, \_\_\_\_\_ A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ (TITLE) \_\_\_\_\_

OF \_\_\_\_\_ (COMPANY), WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHO ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE AND BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN THEIR CAPACITY FOR THE USES AND PURPOSES THEREIN SET FORTH AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND NOTARIAL SEAL  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_  
BY: \_\_\_\_\_ NOTARY PUBLIC

### MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS } SS  
COUNTY OF \_\_\_\_\_ )  
I, \_\_\_\_\_ AS MORTGAGEE UNDER PROVISIONS OF A CERTAIN MORTGAGE DATED \_\_\_\_\_ AND RECORDED IN THE RECORDS OFFICE OF \_\_\_\_\_ COUNTY, ILLINOIS, AS DOCUMENT NUMBER \_\_\_\_\_, HEREBY CONSENTS TO RECORDING OF THE SUBDIVISION HEREIN SHOWN.  
DATED AT \_\_\_\_\_, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
BY: \_\_\_\_\_ BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

### NOTARY'S CERTIFICATE

STATE OF ILLINOIS } SS  
COUNTY OF \_\_\_\_\_ )  
I, \_\_\_\_\_ A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ (TITLE) AND \_\_\_\_\_ (TITLE) OF \_\_\_\_\_ (COMPANY), WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHO ARE SUBSCRIBED TO THE FOREGOING MORTGAGEE'S CERTIFICATE AND BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN THEIR CAPACITY FOR THE USES AND PURPOSES THEREIN SET FORTH AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_  
BY: \_\_\_\_\_ NOTARY PUBLIC

### CITY COUNCIL CERTIFICATE

APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
CITY COUNCIL OF CITY OF ST. CHARLES, ILLINOIS

MAYOR

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

PLEASE RETURN THE RECORDED MYLAR TO:

CITY OF ST. CHARLES  
2 E. MAIN STREET  
ST. CHARLES, IL 60174

### DIRECTOR OF COMMUNITY DEVELOPMENT (OR DESIGNEE) CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF KANE } SS  
I, \_\_\_\_\_ DO HEREBY CERTIFY THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED, OR THE REQUIRED GUARANTEE BOND HAS BEEN POSTED FOR THE COMPLETION OF ALL REQUIRED LAND IMPROVEMENTS.

DIRECTOR OF COMMUNITY DEVELOPMENT  
DATED AT \_\_\_\_\_ ILLINOIS,  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_

### PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF KANE } SS  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
CITY OF ST. CHARLES PLAN COMMISSION

CHAIRMAN

### STORMWATER DETENTION EASEMENT PROVISIONS

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF ST. CHARLES AND TO THEIR SUCCESSORS AND ASSIGNS, IN UPON, ACROSS, OVER, UNDER, AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "STORMWATER DETENTION 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 STORM SEWERS, DRAINAGE WAYS, STORM WATER DETENTION AND RETENTION AND ANY AND ALL MANHOLES, PIPES, CONNECTIONS, CATCH BASINS, AND WITHOUT LIMITATION, SUCH OTHER INSTALLATIONS AS MAY BE REQUIRED TO FURNISH STORMWATER DETENTION, THE RIGHT OF ACCESS ACROSS THE REAL ESTATE PLATTED HEREON FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO MAKE ANY OR ALL OF THE ABOVE WORK. NO BUILDING SHALL BE PLACED ON SAID EASEMENT PREMISES WITHOUT PRIOR WRITTEN CONSENT FROM THE CITY OF ST. CHARLES. THE RESPONSIBILITY OF MAINTAINING THE DETENTION AREA EASEMENT SHALL BE BINDING ON THE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS OF THE LANDOWNERS, NO PERSON SHALL DESTROY OR MODIFY SLOPES OR OTHERWISE AFFECT THE DETENTION VOLUME WITHOUT HAVING FIRST RECEIVED WRITTEN APPROVAL FROM THE CITY OF ST. CHARLES. THE CITY SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO RESTORE ANY DETENTION VOLUME LOST THROUGH UNAUTHORIZED ACTIVITIES.

### CITY FIRE LANE AND PUBLIC PROTECTION EASEMENT PROVISIONS

CITY FIRE LANE AND PUBLIC PROTECTION EASEMENT. THERE IS HEREBY GRANTED TO THE CITY, ITS OFFICERS, EMPLOYEES, SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE PERPETUAL EASEMENT TO THE FULL EXTENT NECESSARY TO ENTER UPON, OVER, UNDER AND THROUGH THOSE DRIVEWAYS (AS HEREAFTER DEFINED) WITHIN THE PROPERTY IN ORDER TO PROVIDE POLICE PROTECTION, FIRE PROTECTION, PUBLIC WORKS SERVICE, AND OTHER EMERGENCY SERVICES, AND TO REMOVE ANY VEHICLES OR OTHER OBSTRUCTIONS WHICH INTERFERE WITH SUCH POLICE, FIRE, PUBLIC WORKS, OR OTHER EMERGENCY SERVICES.

### PRIVATE CROSS-EASEMENT FOR INGRESS AND EGRESS PROVISIONS

PRIVATE CROSS-EASEMENT FOR INGRESS AND EGRESS. THE OWNER OF EACH COMMERCIAL SITE, AND SUCH OWNER'S AGENTS, EMPLOYEES AND INVITEES, SHALL HAVE AND ENJOY THE NON-EXCLUSIVE RIGHT AND EASEMENT (THE "PRIVATE CROSS-EASEMENT FOR INGRESS AND EGRESS"), EXERCISABLE IN COMMON WITH ALL OTHERS HAVING THE LIKE RIGHT, AT ALL TIMES HEREAFTER, WITHOUT FEE OR CHARGE, TO USE FOR VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM THE VARIOUS COMMERCIAL SITES TO OTHER COMMERCIAL SITES WITHIN THIS SUBDIVISION, AND TO AND FROM THE PUBLIC RIGHTS-OF-WAY ADJOINING THIS SUBDIVISION.

- (I) THOSE PRIVATE DRIVES LABELED "CROSS ACCESS EASEMENT" DEPICTED ON THE FINAL PLAT AND
- (II) ANY PORTION OF ANY EXISTING OR HEREAFTER CREATED COMMERCIAL SITE THAT IS FROM TIME TO TIME PAVED AND USED FOR DRIVEWAY PURPOSES (COLLECTIVELY "DRIVEWAYS");

IT BEING ACKNOWLEDGED THAT

(A) PORTIONS OF EACH COMMERCIAL SITE WILL ULTIMATELY BE IMPROVED WITH ONE OR MORE WITH BUILDINGS AND ASSOCIATED DRIVE-THROUGH CANOPIES AND ASSOCIATED PARKING AREAS AND OTHER SITE IMPROVEMENTS (COLLECTIVELY "COMMERCIAL SITE IMPROVEMENTS"), AND

(B) THE PRIVATE CROSS-EASEMENT FOR INGRESS AND EGRESS HEREBY CREATED SHALL NOT APPLY TO AREAS IN WHICH SUCH COMMERCIAL SITE IMPROVEMENTS ARE NOW SITUATED OR HEREAFTER PLACED BY ANY OWNER AS APPROVED BY THE CITY.

### BLANKET UTILITY AND DRAINAGE EASEMENT PROVISIONS

A 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.

BLANKET UTILITY EASEMENT: A NON-EXCLUSIVE, BLANKET UTILITY EASEMENT ("BLANKET UTILITY EASEMENT") IS HEREBY RESERVED FOR AND GRANTED TO THE CITY AND THOSE UTILITY SERVICE PROVIDERS FROM TIME TO TIME OPERATING WITHIN THE CITY UNDER FRANCHISE FROM THE CITY ("FRANCHISEES") (WITH THE CITY AND SUCH FRANCHISEES BEING COLLECTIVELY CALLED THE "GRANTEES"), UNDER, OVER, ACROSS, ALONG AND UPON THE PROPERTY AS SUBDIVIDED BY THE FINAL PLAT (THE "PLATTED PROPERTY") AND ANY CURRENT OR HEREAFTER CREATED LOT (EACH "LOT" AND COLLECTIVELY, THE "LOTS"; WITH THE PLATTED PROPERTY AND LOTS BEING CALLED THE "BLANKET UTILITY EASEMENT PREMISES"), TO CONSTRUCT, INSTALL, MAINTAIN, REPAIR, REMOVE, REPLACE, INSPECT, RENEW, ALTER, MAINTAIN AND OPERATE THEREIN UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, LINES, PIPES AND APPURTENANCES THERETO INCLUDING, WITHOUT LIMITATION, WATER MAINS, DRAINAGE WAYS, STORM SEWERS, SANITARY SEWERS, GAS MAINS, TELEPHONE CABLES, ELECTRICAL LINES, CABLE TELEVISION AND SUCH OTHER INSTALLATIONS (INDIVIDUALLY AND COLLECTIVELY "UTILITIES") AS MAY BE REQUIRED TO FURNISH PUBLIC UTILITY SERVICE FOR USES FROM TIME TO TIME LOCATED ON THE PLATTED PROPERTY TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE BLANKET UTILITY EASEMENT PREMISES FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO COMPLETE ANY OR ALL OF THE ABOVE WORK. THE BLANKET UTILITY EASEMENT PREMISES SHALL NOT INCLUDE, AND THE BLANKET UTILITY EASEMENT SHALL NOT BE ENFORCEABLE AGAINST, THOSE PORTIONS OF THE LOTS HEREAFTER IMPROVED WITH BUILDINGS AND ASSOCIATED DRIVE-THROUGH CANOPIES AND EQUIPMENT, LANDSCAPED AREAS, PARKING AREAS AND OTHER SITE IMPROVEMENTS CONSTRUCTED ON ANY LOT PURSUANT TO PERMITS ISSUED BY THE CITY (COLLECTIVELY "LOT IMPROVEMENTS") UPON THE PLATTED PROPERTY.

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 SEWERAGE UTILITY (INDIVIDUALLY AND COLLECTIVELY "UTILITIES") OF 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 LOT TO BE PERFORMED BY THE GRANTEE IN THE EXERCISE OF ITS EASEMENT RIGHTS GRANTED HEREIN, THE GRANTEE SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE (INCLUDING, BUT NOT LIMITED TO, THE RESTORATION, REPAIR, OR REPLACEMENT OF ANY LANDSCAPING PROVIDED, HOWEVER, THE GRANTEE SHALL BE OBLIGATED FOLLOWING ANY SUCH WORK TO BACKFILL AND MOUND WITH PROPER MATERIAL ANY TRENCH CREATED, REMOVE DEBRIS, AND LEAVE THE AREA IN GENERALLY CLEAN AND WORKMANLIKE CONDITION. IT IS FURTHER AGREED AS FOLLOWS:

1. SUBSEQUENT TO THE DATE OF RECORDING OF THE FINAL PLAT, ONCE A PARTICULAR UTILITY IS INSTALLED, THE BLANKET UTILITY EASEMENT WITH RESPECT TO THAT UTILITY SHALL BE CONVERTED TO A LOCATION-SPECIFIC UTILITY SPECIFIC EASEMENT (SPECIFIC UTILITY EASEMENT), TWENTY (20) FEET IN WIDTH, THE CENTERLINE OF WHICH SPECIFIC UTILITY EASEMENT SHALL BE THE LOCATION OF THE UTILITY LINE; PROVIDED, HOWEVER, THAT THE ENTIRE PLATTED PROPERTY (EXCEPTING THOSE PORTIONS OF ANY LOT IMPROVED WITH LOT IMPROVEMENTS) MAY STILL BE USED TO GAIN ACCESS TO SUCH SPECIFIC UTILITY EASEMENT.

2. A SPECIFIC UTILITY EASEMENT SHALL BE AUTOMATICALLY RELOCATED IF AND WHEN THE ASSOCIATED UTILITY LINE IS ITSELF RELOCATED PURSUANT TO A PERMIT ISSUED BY THE CITY, WHETHER SUCH PERMIT FOR RELOCATION OF THE SPECIFIC UTILITY EASEMENT IS ISSUED IN CONNECTION WITH A PERMIT FOR THE CONSTRUCTION OF LOT IMPROVEMENTS ON A LOT OR OTHER IMPROVEMENT ON THE PLATTED PROPERTY, OR FOR ANY OTHER REASON.

THE CITY AND ITS FRANCHISEES, WITH PERMITS FROM THE CITY, MAY ENTER UPON THE BLANKET UTILITY EASEMENT PREMISES OR SPECIFIC UTILITY EASEMENT FOR THE USES HEREIN SET FORTH AND SHALL HAVE THE RIGHT TO CUT, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE BLANKET UTILITY EASEMENT PREMISES OR SPECIFIC UTILITY EASEMENT WHICH ENDOURGE ON AND INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RESTORATION, REPAIR, REMOVAL, REPLACEMENT, MAINTENANCE AND OPERATION OF THE AFORESAID TRANSMISSION AND DISTRIBUTION SYSTEMS AND SUCH FACILITIES APPURTENANT THERETO.

FOLLOWING ANY WORK PERFORMED BY A FRANCHISEE IN THE EXERCISE OF THE EASEMENT RIGHTS GRANTED HEREIN, THE FRANCHISEE SHALL, AT ITS EXPENSE, MAKE SURFACE RESTORATION, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING BACKFILL ANY TRENCH WITH APPROPRIATE MATERIAL TO SUPPORT THE USE OF SURFACE IMPROVEMENTS LOCATED THEREOVER, RESTORE CONCRETE AND ASPHALT SURFACES, TOPSOIL AND SEED, REMOVE EXCESS DEBRIS, AND LEAVE THE BLANKET UTILITY EASEMENT PREMISES OR SPECIFIC UTILITY EASEMENT IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION, ALL OF SAID RESTORATION SHALL BE COMPLETED IN ACCORDANCE WITH CITY STANDARDS IN A PROMPT AND WORKMANLIKE MANNER.

FOLLOWING ANY WORK PERFORMED BY THE CITY IN THE EXERCISE OF ITS RIGHTS GRANTED HEREIN, THE CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING OF CONCRETE, ASPHALT, LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT THE CITY SHALL BE OBLIGATED FOLLOWING THE COMPLETION OF SUCH WORK TO PROMPTLY BACKFILL AND MOUND WITH PROPER MATERIAL ANY TRENCH CREATED SO AS TO PROVIDE SUITABLE DRAINAGE, TO REMOVE ALL EXCESS DEBRIS AND SOIL AND TO LEAVE THE BLANKET UTILITY EASEMENT PREMISES OR SPECIFIC UTILITY EASEMENT IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

A GRANTEE WHICH FROM TIME TO TIME PERFORMS OR CAUSES OTHERS TO PERFORM WORK WITHIN THE BLANKET UTILITY EASEMENT PREMISES OR OTHERWISE ENTERS UPON THE BLANKET UTILITY EASEMENT PREMISES PURSUANT TO OR IN VIOLATION OF THE PROVISIONS OF THE BLANKET UTILITY EASEMENT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF ST. CHARLES, THE LOT OWNER, AND SUCH LOT OWNER'S GRANTEE, SUCCESSORS AND ASSIGNS, AND THEIR RESPECT SHAREHOLDERS, MEMBERS, OFFICERS AND EMPLOYEES FROM ALL CLAIMS, LIABILITIES, ACTIONS, JUDGMENTS, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES, EXPERT WITNESS FEES AND COURT COSTS, INCURRED BY OR BROUGHT AGAINST ALL OR ANY OF THE INDEMNITIES, AS THE DIRECT OR INDIRECT RESULT OF SUCH GRANTEE'S EXERCISE OR ABUSE OF ITS RIGHT UNDER AND WITH RESPECT TO A BLANKET UTILITY EASEMENT OR SPECIFIC UTILITY EASEMENT.

### COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF KANE } SS  
I, \_\_\_\_\_ COUNTY CLERK OF KANE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL AT \_\_\_\_\_, ILLINOIS,  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_

COUNTY CLERK

### CERTIFICATE OF SPECIAL ASSESSMENTS

STATE OF ILLINOIS }  
COUNTY OF KANE } SS

I DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR DEFERRED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPLIED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

COLLECTOR OF SPECIAL ASSESSMENTS

DATED AT \_\_\_\_\_, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_

### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF KANE } SS

I, SCOTT C. KREBS, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509, HAVE SURVEYED AND SUBMITTED THE FOLLOWING REPORT:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF JOE KEM'S RANDALL ROAD SUBDIVISION, ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF ILLINOIS STATE ROUTE NO. 38, 222.0 FEET FOR THE POINT OF BEGINNING; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 178.0 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 132.0 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 172.0 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 9.0 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 163.90 FEET TO A LINE DRAWN PARALLEL WITH AND 560.0 FEET EASTERLY OF THE EAST LINE OF SAID SUBDIVISION (MEASURED ALONG THE CENTER LINE OF PRAIRIE STREET); THENCE NORTHEASTERLY PARALLEL WITH SAID EAST LINE, 447.67 FEET TO A POINT THAT IS 46.0 FEET SOUTHERLY OF THE CENTER LINE (MEASURED AT RIGHT ANGLES THERETO) OF PRAIRIE STREET; THENCE EASTERLY PARALLEL WITH SAID CENTER LINE, 574.34 FEET TO A LINE DRAWN PARALLEL WITH AND 1134.54 FEET EASTERLY OF SAID EAST LINE (MEASURED ALONG SAID CENTER LINE); THENCE SOUTHERLY PARALLEL WITH SAID EAST LINE, 321.03 FEET TO A LINE DRAWN PARALLEL WITH AND 930.0 FEET NORTHEASTERLY OF SAID NORTHEASTERLY LINE (MEASURED AT RIGHT ANGLES THERETO) OF ILLINOIS STATE ROUTE NO. 38; THENCE SOUTHEASTERLY PARALLEL WITH SAID NORTHEASTERLY LINE, 677.64 FEET TO A LINE DRAWN PARALLEL WITH AND 1218.0 FEET SOUTHEASTERLY OF THE POINT OF BEGINNING (MEASURED ALONG SAID NORTHEASTERLY LINE); THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 933.0 FEET TO SAID NORTHEASTERLY LINE; THENCE SOUTHWESTERLY ALONG SAID NORTHEASTERLY LINE, 1218.0 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION, ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. THIS SUBDIVISION IS WITHIN THE CITY OF ST. CHARLES, ILLINOIS, WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 69 ILCS 5/11-12 AS HERETOFORE AND HEREAFTER AMENDED, AND THIS SITE FALLS WITHIN "OTHER AREAS ZONE X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODING) AS DEFINED BY THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 170303I 0264 H, MAP NUMBER 1708002044 HAS A UNIFIED DATE OF AUGUST 3, 2009.

GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_

COMPASS SURVEYING LTD.  
PROFESSIONAL DESIGN FIRM  
LAND SURVEYOR CORPORATION NO. 184-02778  
LICENSE EXPIRES 4/30/2019

BY: \_\_\_\_\_  
SCOTT C. KREBS  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509  
LICENSE EXPIRES 11/30/2018

OWNER/SUBDIVIDER  
TOWNE CENTRE EQUITIES, LLC  
77 NORTH FIRST STREET  
GURNEA, IL 60146

NO.	DATE	BY	BOOK	N/A	PG.	N/A	CHECKED BY	CR.
1	09-11-18	SS						
2	09-11-18	SS						
3	09-11-18	SS						
4	09-11-18	SS						
5	09-11-18	SS						
6	09-11-18	SS						
7	09-11-18	SS						
8	09-11-18	SS						
9	09-11-18	SS						
10	09-11-18	SS						

PROJECT  
ST. CHARLES PRAIRIE CENTRE  
SUBDIVISION, ILLINOIS  
ESM CIVIL SOLUTIONS, LLC  
1000 W. MONROE STREET, SUITE 100  
AURORA, ILLINOIS 60105  
TEL: 630-261-1100  
FAX: 630-261-1100  
WWW.ESMSURVEYING.COM

COMPASS  
surviving the 100  
ALTA SURVEYING • ODORPHEA • CONSTRUCTION STAKING  
2811 GINGER WOODS PARKWAY - STE. 100  
AURORA, ILLINOIS 60105  
PHONE: 630-830-8800 FAX: 630-830-8801

SCALE: 1" = N/A  
3 OF 3

HC4

Refer to:	
Minutes	3-6-17
Page	

**City of St. Charles, Illinois**

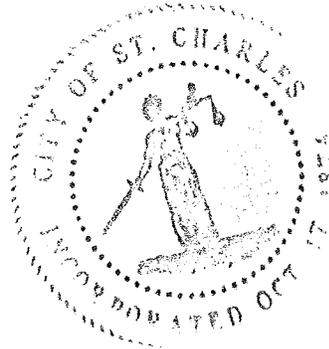
**Ordinance No. 2017-Z-5**

**An Ordinance Granting Approval of a Special Use for  
Planned Unit Development and PUD Preliminary Plan  
(Prairie Centre PUD – former St. Charles Mall site)**

**Adopted by the  
City Council  
of the  
City of St. Charles  
March 6, 2017**

**Published in pamphlet form by  
authority of the City Council  
of the City of St. Charles,  
Kane and Du Page Counties,  
Illinois, March 13, 2017**

*Nancy Garrison*  
\_\_\_\_\_  
City Clerk



**(SEAL)**

**City of St. Charles, IL**  
**Ordinance No. 2017-Z- 5**

**An Ordinance Granting Approval of a Special Use for Planned Unit  
Development and PUD Preliminary Plan  
(Prairie Centre PUD – former St. Charles Mall site)**

WHEREAS, on or about August 8, 2016, Shodeen Group, L.L.C. (the “**Applicant**”), with authorization from Towne Centre Equities, L.L.C. (the “**Owner**”), filed petitions for 1) Special Use for Planned Unit Development (“**PUD Petition**”) for the purpose of establishing a new Planned Unit Development for the “**Prairie Centre PUD**” and the governing standards for same, and 2) PUD Preliminary Plan, as to the real estate described in Exhibit “A”; said Exhibit being attached hereto and made a part hereof, (the “**Subject Property**”); and,

WHEREAS, the required Notice of Public Hearing on said PUD Petition was published on or about October 1, 2016, in a newspaper having general circulation within the CITY, to-wit, the Kane County Chronicle newspaper, all 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, which was held in multiple sessions on October 18, 2016, December 6, 2016 and January 10, 2017 (collectively, the “**Public Hearing**”) in accordance with the statutes of the State of Illinois and the ordinances of the CITY; and,

WHEREAS, at said Public Hearing, the Applicant and its agents and witnesses presented testimony in support of said PUD Petition and all interested parties were afforded an opportunity to be heard; and,

WHEREAS, on November 17, 2016, the City’s Housing Commission met and reviewed the Applicant’s Inclusionary Housing Worksheet submitted by the Applicant pursuant to the City’s Inclusionary Housing Ordinance, Chapter 19.02, and recommended approval of a variance to Section 19.02.100 “Location, Phasing and Design” to allow the Developer, at its discretion, to place the affordable units to be provided in one or more buildings instead of being dispersed among the market rate dwelling units as required by Section 19.02.100.A.; and,

WHEREAS, on January 17, 2017, the Plan Commission recommended approval of said PUD Petition and PUD Preliminary Plan; and,

WHEREAS, the Planning & Development Committee of the City Council also recommended approval of said PUD Petition on or about February 21, 2017; and,

WHEREAS, the City Council of the City of St. Charles has received the recommendations of the Plan Commission, of the Housing Commission, and of the 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 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 PUD Petition and the supplemental materials, supplemental requests, and evidence presented at the Public Hearing, the City Council hereby finds that the Planned Unit Development for the Prairie Centre PUD is in the public interest and adopts the Findings of Fact for Special Use for Planned Unit Development, set forth on **Exhibit "B"**, said Exhibit being attached hereto and made a part hereof, which findings are attached hereto and incorporated herein.

2. The passage of this Ordinance shall also constitute approval of (i) the Prairie Centre PUD Preliminary Plan, attached hereto and incorporated herein as **Exhibit "C"** (the "**PUD Site Plan**") said Exhibit being attached hereto and made a part hereof, as well as (ii) the following documents and illustrations reduced copies of which are attached hereto as **Exhibit "D"** (said Exhibit being attached hereto and made a part hereof), subject to compliance with such conditions, corrections, and modifications as may be reasonably required by the Director of Community & Economic Development and the Director of Public Works in order to comply with those requirements of the St. Charles Municipal Code that are not otherwise modified by the departures approved in the succeeding Section 3 (collectively, the "**Supplemental PUD Plans**"), to wit:

- Preliminary Engineering Plans prepared by ESM Civil Solutions, titled "Preliminary Engineering Plans for Prairie Centre" , with last revision date of March 3, 2017;
- Preliminary Plat of Subdivision prepared by prepared by Compass Surveying, with last revision date of September 16, 2016;
- Landscape Plan prepared by OKW Architects, with last revision date of February 1, 2017;
- Architectural Elevations prepared by OKW Architects, with last revision date of February 1, 2017;

The PUD Site Plan and the Supplemental PUD Plans listed in this Section 2 are herein collectively called the "**Approved Preliminary PUD Plans**".

3. The passage of this Ordinance shall also constitute approval of those departures and deviations from the St. Charles Municipal Code and those additional approvals as are set forth on **Exhibit "E"** (the "**Departures and Deviations**"), said Exhibit being attached hereto and made a part hereof.

4. The Prairie Centre PUD is initially being approved as a single-lot subdivision (with the single lot being called the "**Original Lot**") on which multiple buildings (as shown on the PUD Plan) may be constructed. The Original Lot within the Prairie Centre PUD may be hereafter be

re-subdivided into one or more additional lots (each a “**Resubdivided Lot**”) as hereafter provided without requiring further amendment to this Ordinance.

5. Future changes to any one or more of the Approved Preliminary PUD Plans may be reviewed and approved in accordance the procedures contained in Title 17 of the St. Charles Municipal Code, Section 17.04.430, “Changes in Planned Unit Developments”, but with the following modifications to said Section 17.04.430 for purposes of Prairie Centre PUD only, to wit:

(a) “**Major Changes**” shall mean changes of the following magnitude to the Approved Preliminary PUD Plans. A Major Change shall require approval of an amendment to this PUD Ordinance following a public hearing (but not a new concept review, unless the essential “mixed use” nature of the Prairie Centre Project is proposed to be changed). Without limiting the foregoing, “Major Changes” expressly include the following types of changes:

- (i) A reduction in the acreage of open space or common open space by 10% or more.
- (ii) An increase in the total number of dwelling units within the PUD above 670 units (comprised of 609 units plus a “density bonus” of 61 designated affordable units).
- (iii) A change in the types of dwelling units from attached multi-family to detached single family.
- (iv) A reduction by 30% or more in number of parking spaces below the number of parking spaces otherwise required by the methodology in **Exhibit “F”**, said Exhibit being attached hereto and made a part hereof.
- (v) An increase to 30% or more in the percentage credit for shared parking as otherwise allowed in **Exhibit “F”** attached hereto.
- (vi) An expansion by 10% or more of any building footprint (other than by reason of the combination of 2 buildings into 1).
- (vii) Any modifications to the provisions of this PUD ordinance, including the provisions listed in the Departures and Deviations and Other Approvals and Agreements exhibits, not otherwise allowed as a Minor Change or an Authorized Administrative Change.

(b) “**Minor Changes**” shall mean changes that are not defined above as “Major Changes” or as changes subject to administrative authorization below, and which do not change the concept or intent of the PUD herein approved, including, without limitation:

- (i) any changes to building footprint location that (A) lengthens any exterior wall by more than ten feet on any side but less than twenty feet (excluding, however, expansions to building footprints made to connect two buildings, which connective expansions shall be treated as Authorized Administrative Changes), and (B) has no material adverse impact on any building setback requirement (excluding, however, expansions to building footprints made to connect two

buildings, which connective expansions shall be treated as Authorized Administrative Changes);

(ii) any change to a drive aisle location greater than twenty-five feet.

(c) **“Authorized Administrative Changes”** for the Prairie Centre PUD include changes which are not Major Changes or Minor Changes as defined above. Without limiting the foregoing, Authorized Administrative Changes expressly include the following types of changes:

- (i) A reduction by 5% or less in the acreage of open space or common open space
- (ii) A reduction of 15% or less in the number of parking spaces below the number of parking spaces otherwise required by the methodology in Exhibit F attached hereto
- (iii) An increase from 15% to less than 30% in the percentage credit for shared parking as otherwise allowed in **Exhibit “F”** attached hereto.
- (iv) An expansion of any building footprint (other than by reason of the combination of 2 buildings into 1) by 5% or less.
- (v) Any changes to the exterior architecture that, in the discretion of City Staff, do not materially detract from or diminish the essential style or quality of the building architecture as originally approved herein
- (vi) Any changes to landscaping that, in the discretion of City Staff, do not materially detract from or diminish the essential style or quality of the landscape plan as originally approved herein.
- (vii) Any changes to building footprint location that is within the dashed black lines on the Approved Preliminary PUD Plans and made so as to achieve building connectivity;
- (viii) Any changes to building footprint location that reduces the area of the building footprint and has no material adverse impact on any building setback requirement;
- (ix) Any changes to building footprint location that (A) lengthens any exterior wall by less than ten feet on any side, and (B) has no material impact on any building setback requirement.
- (x) Any change to a drive aisle location that is less than twenty-five feet.
- (xi) Any change to a drive aisle location that adds parking stalls.
- (xii) The installation of all signs within the development, within the requirements established herein.

6. The Subject Property shall be developed only in substantial accordance with Approved Preliminary PUD Plans (as same may be modified pursuant to Section 5 above), and with all other ordinances of the City as now in effect that are not otherwise herein amended (or as to which departures and / deviations are herein approved on **Exhibit “E”**), and subject to the terms, conditions and restrictions set forth herein, as follows:

- a. Zoning: The Subject Property shall remain subject to the requirements of the BR Regional Business Zoning District, as amended, and all other applicable requirements

of the St. Charles Zoning Ordinance, as amended, except as specifically varied in the Departures and Deviations attached hereto and incorporated herein as **Exhibit “E”**.

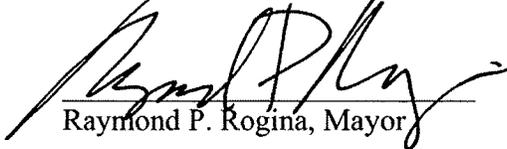
- b. Subdivision: The subject property shall be considered a single PUD zoning lot for the purpose of Zoning Ordinance compliance. The subject property may be further subdivided to create separate Resubdivided Lots for any one or more freestanding buildings constructed on the Subject Property so long as such freestanding building(s) are in compliance with the Approved Preliminary PUD Plans. Such resubdivision shall require the submission of a Final Plat of Subdivision application, pursuant to the procedures and requirements of Title 16 of the St. Charles Municipal Code, for review by the City, subject to the deviations and departures herein approved. At the time of resubdivision application, the applicant shall demonstrate that all necessary easements (including, but not limited to, access by way of on-site cross-access easements, parking and utilities) have been provided to adequately serve the proposed lot.
- c. Owners’ Association: If the Subject Property is later resubdivided into multiple lots having two or more separate owners, then the Applicant shall create a property owners’ association (“**Owners’ Association**”) and create a Declaration of Covenants, Conditions & Restrictions (“**CCRs**”) that clearly identify all responsibilities of the Owners Association with respect to the use, maintenance and continued protection of common access easements and other open space and improvements in the Subject Property, including, but not limited to, the stormwater detention facility, drive aisles, sidewalks, trails, common areas, bicycle lock-ups, street furniture, plantings, lighting, trash removal and the off-street parking areas. Such CCRs shall be in a form reasonably acceptable to the City and shall be recorded immediately following the recording of the Final Plat of Resubdivision for the Subject Property.
- d. Special Service Area: Following a recording of the Final Plat of Subdivision, the City shall initiate the formation of a Special Service Area for the purpose of maintaining and repairing stormwater management facilities and other facilities serving the Subject Property. The Record Owner shall not sell or transfer ownership of any individual lots within the Subject Property until such Special Service Area has been established. Such Special Service Area shall be of perpetual duration with a maximum rate sufficient to provide for maintenance, repair, and reconstruction of such facilities. Such Special Service Area may provide for maintenance by the City in the event that stormwater management facilities or other facilities are not adequately maintained by the Owner or successors.
- e. School and Park Contributions: The School contributions shall be provided by the Applicant as cash in lieu of land in accordance with the provisions of Title 16 of the St. Charles Municipal Code, as the same may be amended from time to time. The Park contribution shall be provided by the Applicant as a combined contribution of land and cash (or as otherwise agreed between the Applicant and the Park District) in accordance with the provisions of Title 16 of the St. Charles Municipal Code, as the same may be amended from time to time.

- f. **Inclusionary Housing:** For purposes of complying with the City’s Inclusionary Housing Ordinance (Title 19.02 of the Municipal Code, the “**Inclusionary Housing Ordinance**”):
1. For a period of three (3) years from and after the date of passage of this Ordinance (the “**3-Year Period**”), the Developer shall reserve buildings C3 and B2 on the PUD Site Plan for a building or buildings containing residential units where the occupancy is restricted to residents age 55 or older, and the units meet the definition of an affordable unit in the Inclusionary Housing Ordinance (“**Senior Affordable Project**”). The Senior Affordable Project shall contain not less than the lesser of (i) minimum number of Affordable Units required to comply with the requirements of the City’s Inclusionary Housing Ordinance as in effect as of the expiration of the 3-Year Period or (ii) ten percent (10%) of the non-“affordable” residential units constructed by the Developer. For the absence of doubt, recognizing that a Senior Affordable Project requires special financing often involving publicly awarded tax credits, and that the Developer does not normally engage in such projects, the Developer shall not be expected to itself develop and construct such a Senior Affordable Project, but may instead use good faith efforts to find a third-party developer for same.
  2. A deviation to Section 19.02.100 “Location, Phasing and Design” is hereby granted to allow the Developer, at its discretion, to place the senior affordable units to be provided in one or more buildings instead of being dispersed among the market rate dwelling units as required by Section 19.02.100.A.
  3. The Affordable Housing Agreement to be entered into between the City and the Applicant pursuant to Section 19.02.140 of the Municipal Code is set forth on **Exhibit “G”**, said Exhibit being attached hereto and made a part hereof, and is hereby approved. The Affordable Housing Agreement may be amended in accordance with the terms of the Agreement, without needing to amend this Ordinance.
- g. **Site Plan Approval.** Provided that a building permit application is submitted for the construction of any one or more building and associated site improvements that substantially conforms to the Approved PUD Preliminary Plan (with departures, if any, limited only to matters that qualify as a Minor Change or Authorized Administrative Changes), then there shall be no requirement for any so-called site plan approval before the City’s Plan Commission as a condition of the issuance of any such building permit.
7. This Ordinance shall not be modified, amended or revoked by the City prior to the twentieth (20<sup>th</sup>) anniversary hereof without the consent of the Owner or the Owner’s successors in interest to the Subject Property.
8. 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.

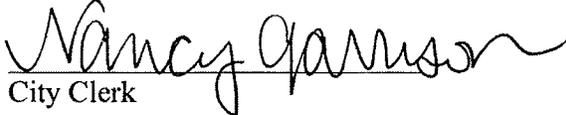
PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 6th day of March, 2017.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 6th day of March, 2017.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 6th day of March, 2017.

  
Raymond P. Rogina, Mayor

Attest:

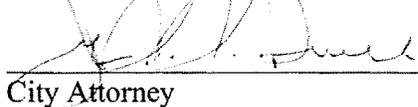
  
Nancy Garrison  
City Clerk



COUNCIL VOTE:

Ayes: 6  
Nays: 4  
Absent: 0  
Abstain: 0

APPROVED AS TO FORM:

  
City Attorney

DATE: 3/4, 2017

**Exhibit "A"**

**Legal Description (Subject Property)**

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF JOE KEIM'S RANDALL ROAD SUBDIVISION, ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF ILLINOIS STATE ROUTE NO. 38, A DISTANCE OF 222.0 FEET FOR THE POINT OF BEGINNING; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 178.0 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 132.0 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 172.0 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 9.0 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 163.92 FEET TO A LINE DRAWN PARALLEL WITH AND 560.0 FEET EASTERLY OF THE EAST LINE OF SAID SUBDIVISION (MEASURED ALONG THE CENTER LINE OF PRAIRIE STREET); THENCE NORTHERLY PARALLEL WITH SAID EAST LINE 447.67 FEET TO A POINT THAT IS 40.0 FEET SOUTHERLY OF THE CENTER LINE (MEASURED AT RIGHT ANGLES THERETO) OF PRAIRIE STREET; THENCE EASTERLY PARALLEL WITH SAID CENTER LINE 574.54 FEET TO A LINE DRAWN PARALLEL WITH AND 1134.54 FEET EASTERLY OF SAID EAST LINE (MEASURED ALONG SAID CENTER LINE); THENCE SOUTHERLY PARALLEL WITH SAID EAST LINE 321.03 FEET TO A LINE DRAWN PARALLEL WITH AND 935.0 FEET NORTHEASTERLY OF SAID NORTHEASTERLY LINE (MEASURED AT RIGHT ANGLES THERETO) OF ILLINOIS STATE ROUTE NO. 38; THENCE SOUTHEASTERLY PARALLEL WITH SAID NORTHEASTERLY LINE 677.64 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE FROM A POINT ON SAID NORTHEASTERLY LINE THAT IS 1218.0 FEET SOUTHEASTERLY OF THE POINT OF BEGINNING (MEASURED ALONG SAID NORTHEASTERLY LINE); THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 935.0 FEET TO SAID NORTHEASTERLY LINE; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE 1218.0 FEET TO THE POINT OF BEGINNING; IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

**Exhibit "B"**

**Findings of Fact**

**CRITERIA FOR PLANNED UNIT DEVELOPMENTS (PUDs)**

- 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 Special Use for PUD meets the above criteria in that it will establish a creative, mixed-use residential and commercial site which is for both pedestrian and vehicular movement, promotes physical activity and social interaction, encourages a mixed land use, establishes a high-quality of residential units, and encourages the redevelopment of this long-vacant and obsolete site.

- 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 areas, 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 proposed Special Use for PUD provides community amenities beyond those required by the ordinance, such as high-quality residential rental; provides superior landscaping and buffering; provides high-quality architectural design; provides an efficient building and site design; provides accessible dwelling units, and will conform with the affordable housing standards of the City of St. Charles.

**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 proposed Special Use for PUD will provide much-needed high-quality, mixed use residential and commercial development in St. Charles, and the additional residents will serve to support the City's business districts.

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

A traffic study conducted by Hampton, Lenzini and Renwick, Inc., dated January 3, 2017, revealed existing concerns within the study area, particularly along Randall Road and along the east end of Prairie Street. While the Prairie Center development-related traffic is expected to contribute to these concerns, the analyses show that these problems will not be avoided by preventing the development.

Modelling of the proposed sanitary sewer routing showed that at pre-development, three of the pipe segments are currently over capacity during a 10-year storm design event. The proposed Prairie Center sewer flows will cause an additional two pipe segments to be over capacity during that same event. These pipes are not drastically over capacity but will require upsizing at some point in the future.

The Plan Commission concludes that there are infrastructure deficiencies pertaining to roads and sanitary sewers. However, the proposed development does not have a greater impact on said infrastructure than alternative development concepts that assume full development of the site with land uses that conform to existing zoning. Furthermore, the proposed development does not alter or intensify the mitigation requirements for said infrastructure deficiencies.

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

The proposed Special Use for PUD will not be injurious to the use or enjoyment of other properties in the immediate vicinity and will, instead, augment and help to increase the property values of the same.

**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 proposed Special Use for PUD will not impede the normal and orderly development and improvement of 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 proposed Special Use for PUD will not be detrimental to or endanger the public health, safety, comfort or general welfare of the community.

- 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 for PUD will conform to all existing Federal, State and local legislation and regulation except to the extent expressly modified by the PUD.

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

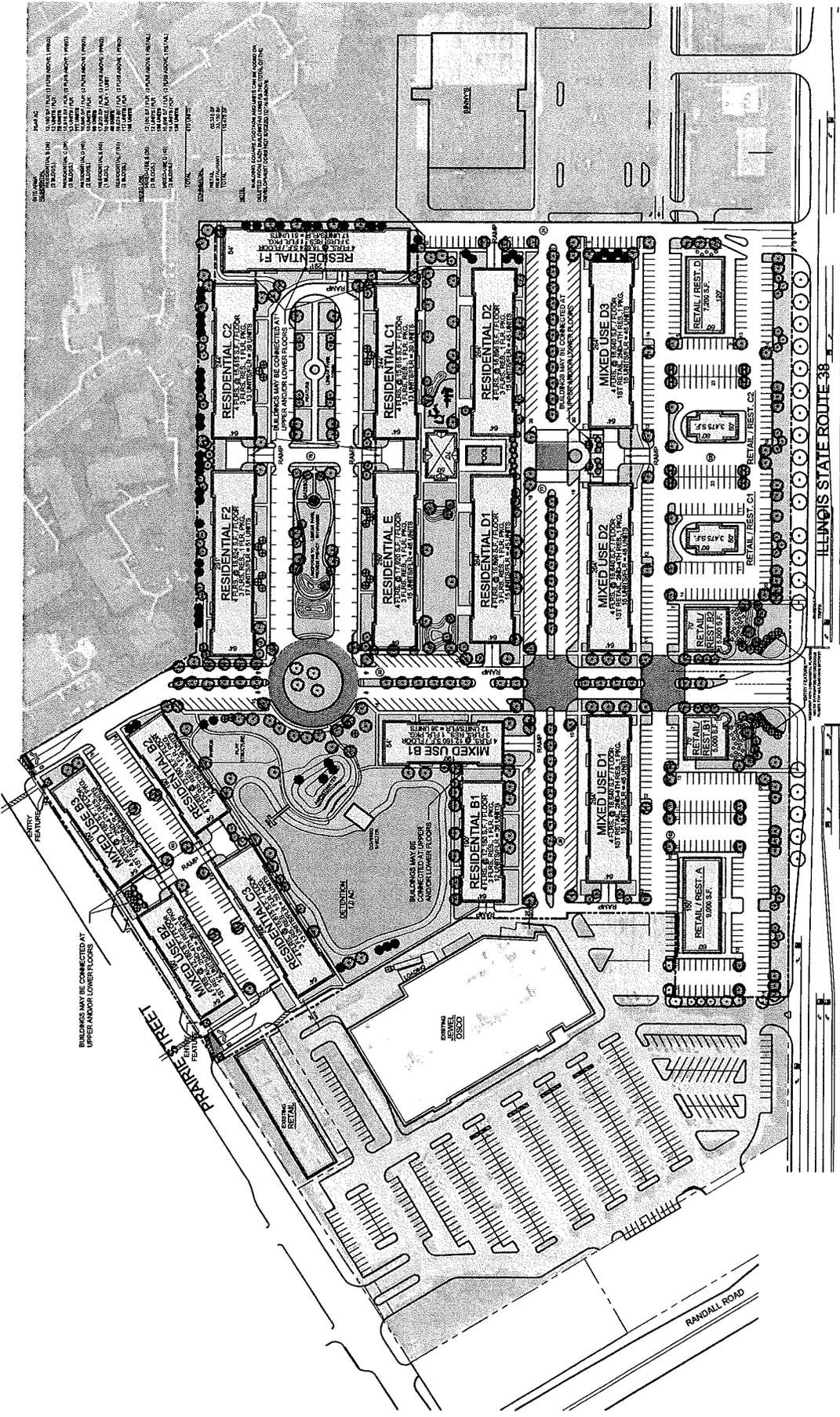
The Subject property has been vacant and underutilized for many years, and does not contribute sufficiently to the City's tax base. The proposed Special Use for PUD will allowed this property to be placed into economically beneficially use for the City and its residents.

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

The proposed Special Use for PUD conforms to the purposes and intents of the Comprehensive Plan.

**Exhibit "C"**

**Prairie Centre PUD Site Plan**

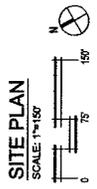


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 WALL BC: 1/2" THICK (1) CONCRETE (2) CMU  
 WALL CC: 1/2" THICK (1) CONCRETE (2) CMU  
 WALL DC: 1/2" THICK (1) CONCRETE (2) CMU  
 WALL EC: 1/2" THICK (1) CONCRETE (2) CMU  
 WALL FC: 1/2" THICK (1) CONCRETE (2) CMU  
 WALL GC: 1/2" THICK (1) CONCRETE (2) CMU  
 WALL HC: 1/2" THICK (1) CONCRETE (2) CMU  
 WALL IC: 1/2" THICK (1) CONCRETE (2) CMU  
 WALL JC: 1/2" THICK (1) CONCRETE (2) CMU  
 WALL KC: 1/2" THICK (1) CONCRETE (2) CMU  
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 WALL PC: 1/2" THICK (1) CONCRETE (2) CMU  
 WALL QC: 1/2" THICK (1) CONCRETE (2) CMU  
 WALL RC: 1/2" THICK (1) CONCRETE (2) CMU  
 WALL SC: 1/2" THICK (1) CONCRETE (2) CMU  
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 WALL UC: 1/2" THICK (1) CONCRETE (2) CMU  
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 WALL YC: 1/2" THICK (1) CONCRETE (2) CMU  
 WALL ZC: 1/2" THICK (1) CONCRETE (2) CMU

A-01

PRAIRIE CENTRE  
 St. Charles, Illinois  
 February 7, 2017 Project #: 16033

SHODEEN



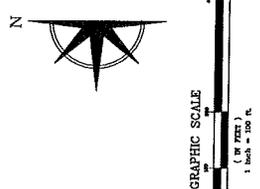
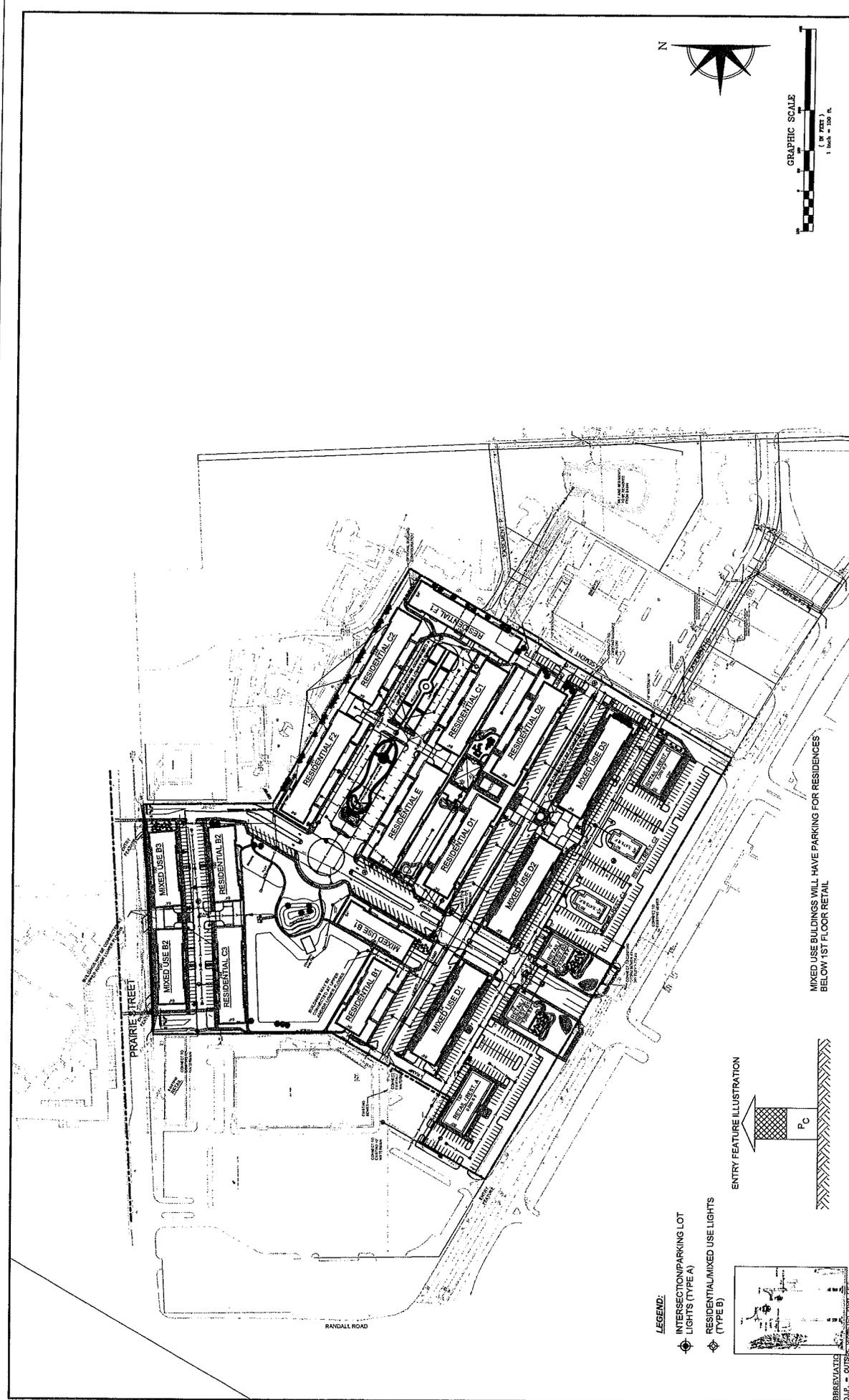
OKW ARCHITECTS  
 600 W. Jackson, Suite 250  
 Chicago, IL 60661



**Exhibit "D"**

**Additional Approved Preliminary PUD Plans**





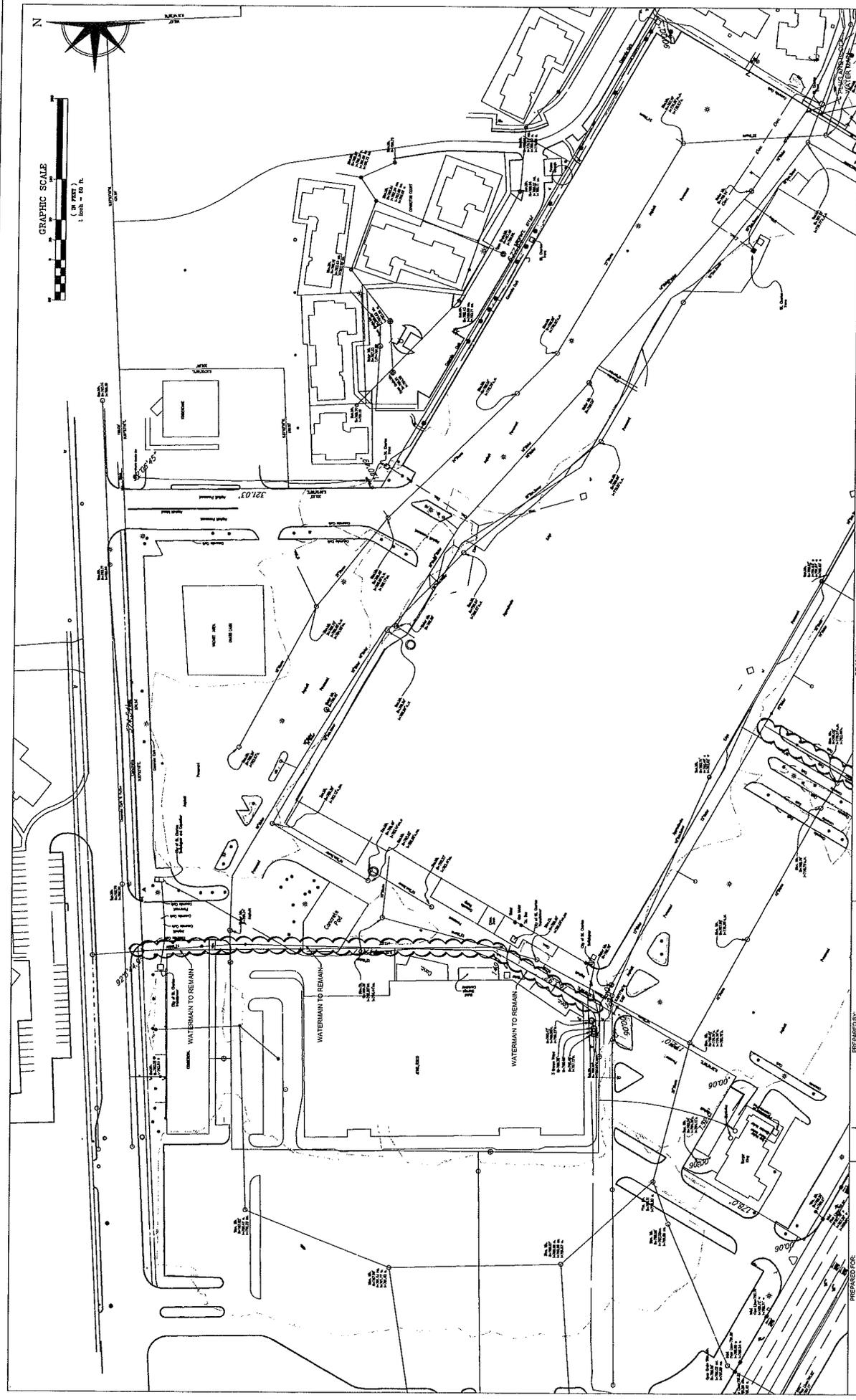
- LEGEND:**
- ◉ INTERSECTION/PARKING LOT LIGHTS (TYPE A)
  - ◉ RESIDENTIAL/MIXED USE LIGHTS (TYPE B)

ENTRY FEATURE ILLUSTRATION



MIXED USE BUILDINGS WILL HAVE PARKING FOR RESIDENCES BELOW 1ST FLOOR RETAIL

<b>SHOBEEN, INC</b> 77 NORTH FIRST STREET GENEVA, IL 60134		<b>ESM CIVIL SOLUTIONS, LLC</b> Civil Engineering - Land Establishment - Project Feasibility 2000 W. 11th Street, Suite 100 GENEVA, IL 60134 P: 630-300-0028 F: 630-300-0020		PREPARED BY: <b>ESM CIVIL SOLUTIONS, LLC</b>	
<b>OVERALL SITE PLAN</b> <b>PRAIRIE CENTRE</b>		REVISIONS		FILE NAME: _____ DSS: NUM: _____ DSN: BY: ESM DSN: BY: MCA	
JOB NO: 1003 DATE: 5-13-18 SCALE: 1"=100'		NO. DATE DESCRIPTION 1 01-25-17 REVISED PER CITY PLANNING & ENGINEERING REVIEW 2 07-26-18 REVISED SANITARY AND ADDED STREET LIGHTS 3 7-22-18 REVISED PER CITY PLANNING & ENG REVIEW 4 10-12-18 REVISED PER CITY PLANNING & ENG REVIEW		SHEET NO. <b>2 of 22</b>	



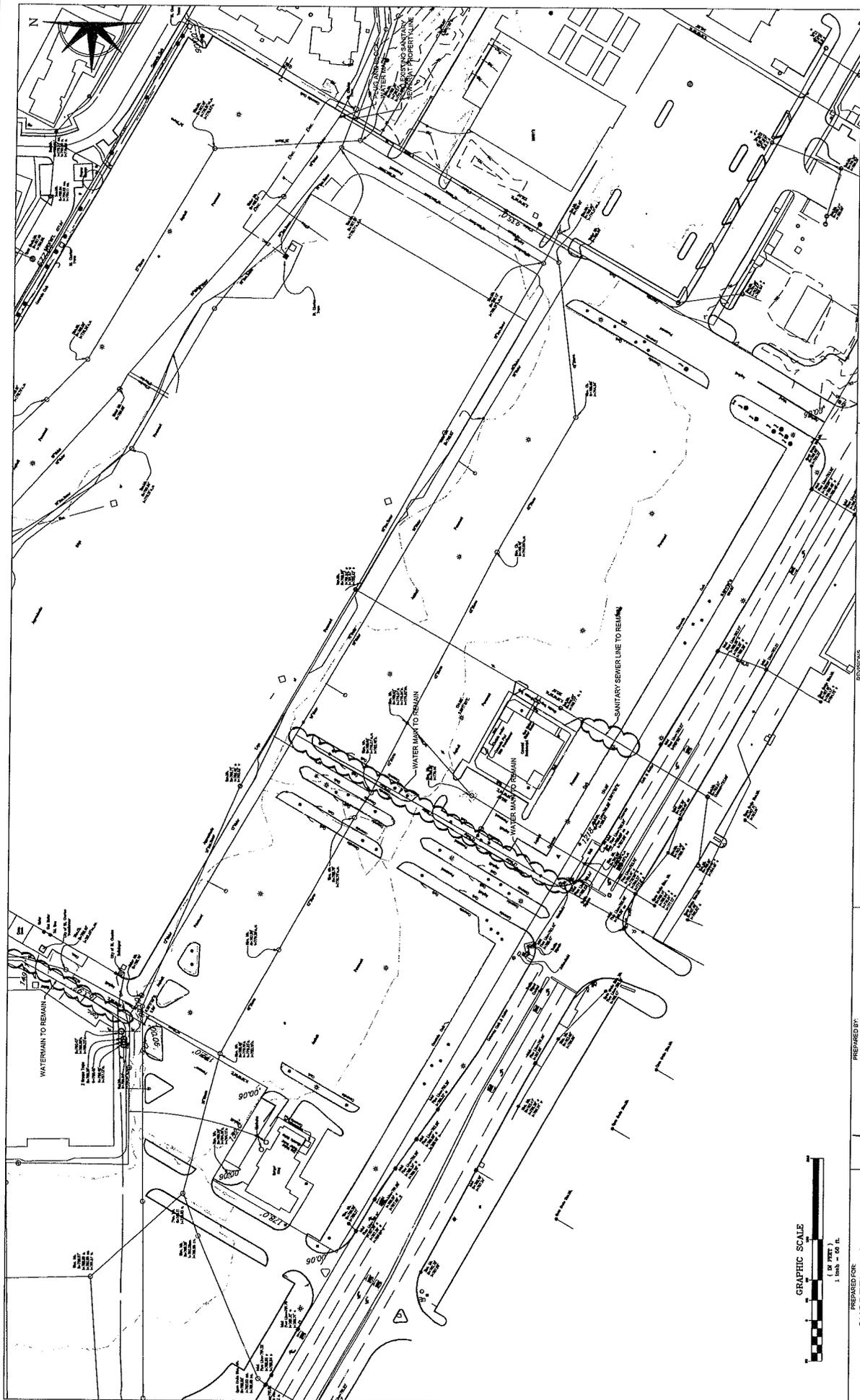
PREPARED FOR:  
**SHOEFEN, INC.**  
 77 NORTH FIRST STREET  
 GENEVA, IL 60134

PREPARED BY:  
**ESM CIVIL SOLUTIONS, LLC**  
 1315 Madison Street - Suite 205  
 GENEVA, IL 60134  
 P: 800-300-0633 F: 815-254-9200

PROJECT NO. 1003  
 DATE 05/18  
 SCALE 1"=50'  
 SHEET NO. 3 of 22

**EXISTING CONDITIONS 1**  
**PRAIRIE CENTRE**

NO.	DATE	REVISIONS	DESCRIPTION
1	02-10	ISSUANCE	
2	02-10	REVISED PRELIMINARY PLANNING & END REVIEW LETTERS	
3	02-10	REVISED PRELIMINARY PLANNING & END REVIEW LETTERS	
4	03-10	REVISED PRELIMINARY PLANNING & END REVIEW LETTERS	
5	03-17	REVISED PRELIMINARY PLANNING & END REVIEW LETTERS	
6	03-17	REVISED END AND SEWER TO BE REMOVED AND EMBAYED	
7	03-17	REVISED END AND SEWER TO BE REMOVED AND EMBAYED	

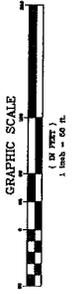


PREPARED FOR:  
**SHOEDEN, INC.**  
 77 NORTH FIRST STREET  
 GENEVA, IL 60134

PREPARED BY:  
**ESM CIVIL SOLUTIONS, LLC**  
 Engineering - Land Development - Project Feasibility  
 1315 N. Waukegan Avenue, Suite 1000  
 GENEVA, IL 60134  
 © 2013 ESM CIVIL SOLUTIONS, LLC

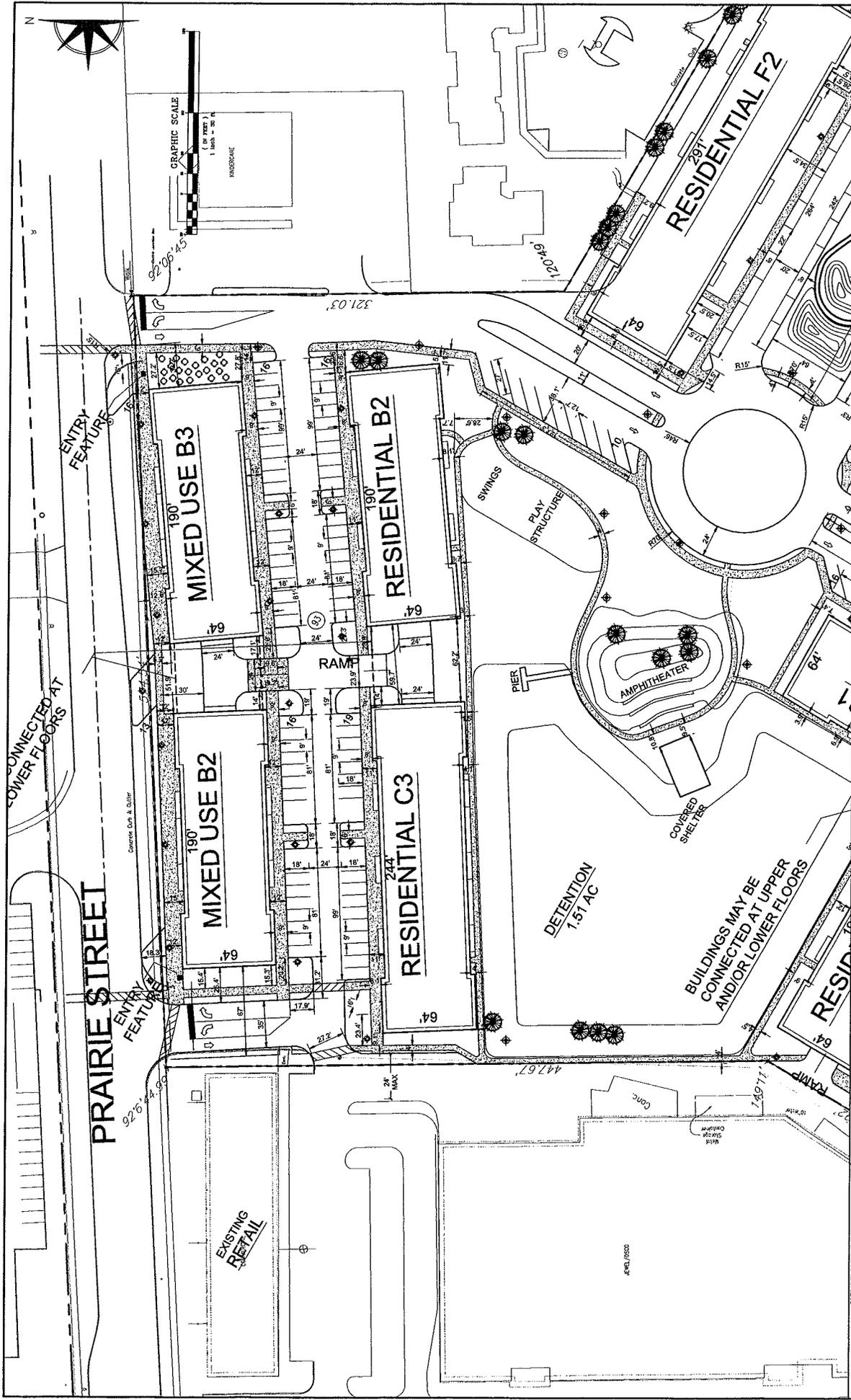
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
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2	10-15-12	ISSUED PER CITY PLANNING & ENGINEERING REVIEW	2	10-15-12	ISSUED PER CITY PLANNING & ENGINEERING REVIEW
3	7-28-12	REVISED PER CITY PLANNING & ENGINEERING REVIEW	3	7-28-12	REVISED PER CITY PLANNING & ENGINEERING REVIEW
4	10-17-12	REVISED PER CITY PLANNING & ENGINEERING REVIEW	4	10-17-12	REVISED PER CITY PLANNING & ENGINEERING REVIEW

EXISTING CONDITIONS 2  
**PRAIRIE CENTRE**  
 JOB NO: 18033  
 DATE: 5-13-18  
 SCALE: 1"=60'  
 SHEET NO: 4 of 22









REVISIONS		DESCRIPTION	
NO.	DATE	DESCRIPTION	DATE
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2	04-11-18	REVISIONS FOR CITY PLANNING & ENGINEERING REVIEW	
3	04-11-18	REVISIONS FOR CITY PLANNING & ENGINEERING REVIEW	
4	04-11-18	REVISIONS FOR CITY PLANNING & ENGINEERING REVIEW	
5	04-11-18	REVISIONS FOR CITY PLANNING & ENGINEERING REVIEW	
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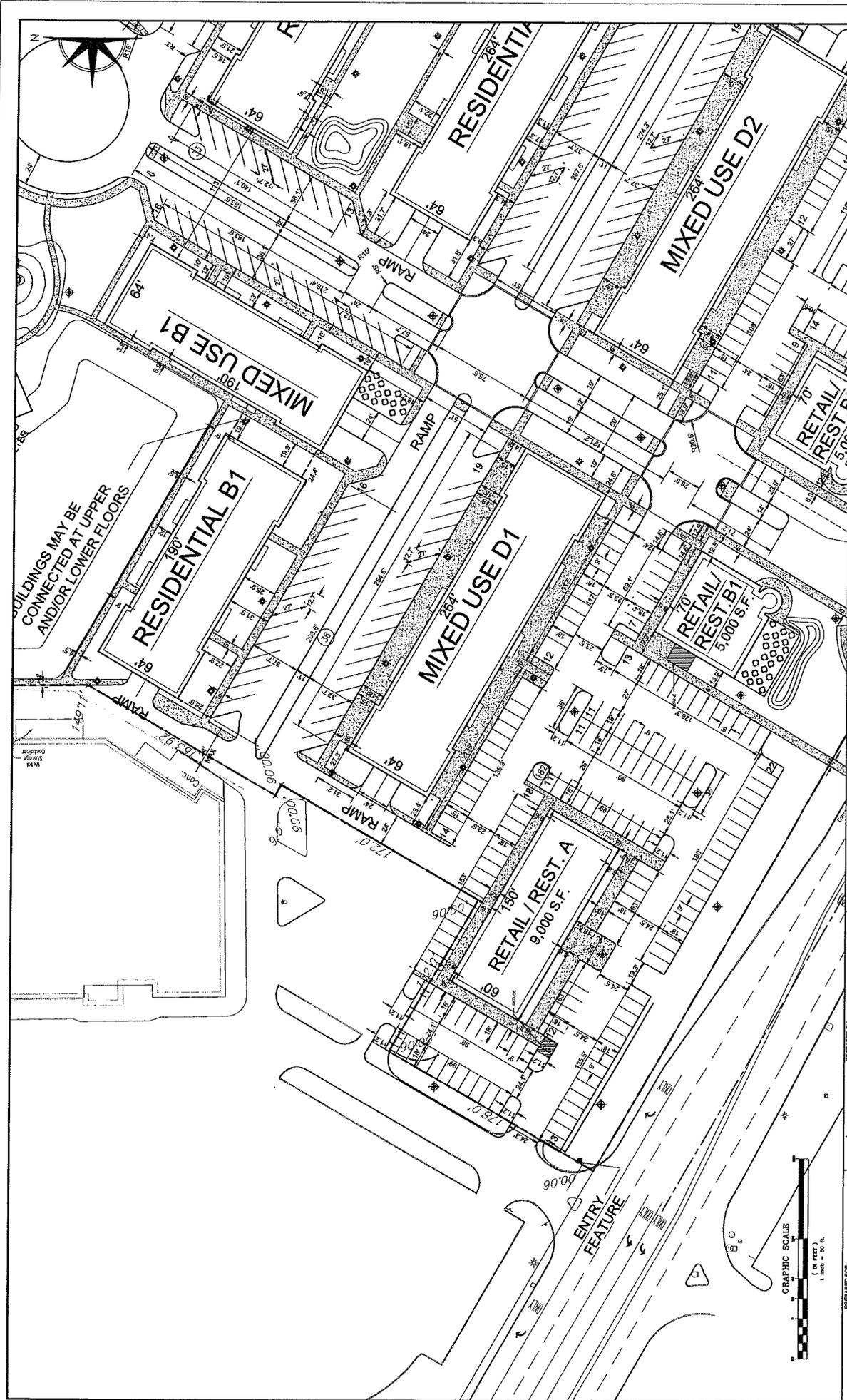
PREPARED FOR: <b>SHODEEN, INC</b> 77 NORTH FIRST STREET GENEVA, IL 60134	PREPARED BY: <b>ESM CIVIL SOLUTIONS, LLC</b> Civil Engineering - Land Development - Project Feasibility 1315 Mason Drive - Suite 205 Naperville Illinois 60564 © 2004-2018 ESM © 2004-2022
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PROJECT NAME: <b>PRAIRIE CENTRE</b>	JOB NO.: 10033	FILE NO.: 10033	SHEET NO.: 7 of 22
DESIGNER: ESM	DATE: 5-13-18	SCALE: 1"=30'	
DRAWN BY: MCA			

**GEOMETRIC DESIGN 1**  
**PRAIRIE CENTRE**



NO.	DATE	DESCRIPTION	REVISIONS	NO.	DATE	DESCRIPTION
1	12-14-16	REVISED PER CITY PLANNING & ENGINEERING LETTERS				
2	12-14-16	REVISED PER CITY PLANNING & ENGINEERING LETTERS				
3	12-14-16	REVISED PER CITY PLANNING & ENGINEERING LETTERS				
4	12-14-16	REVISED PER CITY PLANNING & ENGINEERING LETTERS				
5	12-14-16	REVISED PER CITY PLANNING & ENGINEERING LETTERS				
6	12-14-16	REVISED PER CITY PLANNING & ENGINEERING LETTERS				
7	12-14-16	REVISED PER CITY PLANNING & ENGINEERING LETTERS				
8	12-14-16	REVISED PER CITY PLANNING & ENGINEERING LETTERS				

PREPARED BY  
**ESM CIVIL SOLUTIONS, LLC**  
 Civil Engineering - Land Development - Project Feasibility  
 1000 North 1st Street, Suite 200  
 Geneva, IL 60134  
 P: 630-262-2030 F: 630-262-2020



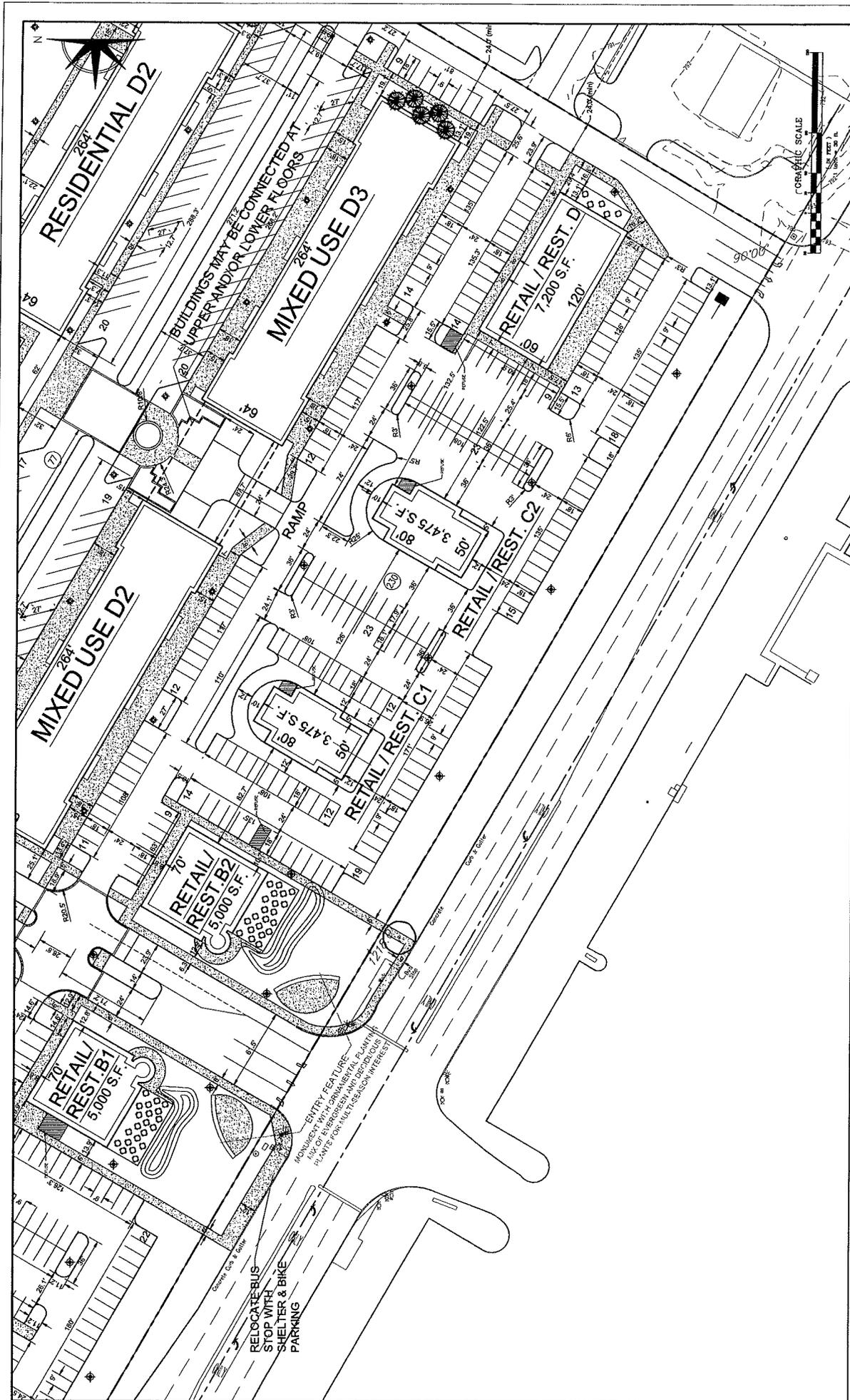
SHODEEN, INC  
 77 NORTH FIRST STREET  
 GENEVA, IL 60134

GEOMETRIC DESIGN 2  
 PRAIRIE CENTRE

FILE NAME: \_\_\_\_\_  
 DESIGNED BY: ESM  
 DRAWN BY: WCA  
 CHECKED BY: \_\_\_\_\_  
 DATE: 5-15-18  
 SCALE: 1"=50'

PROJECT NO. \_\_\_\_\_  
 SHEET NO. **8** of **22**

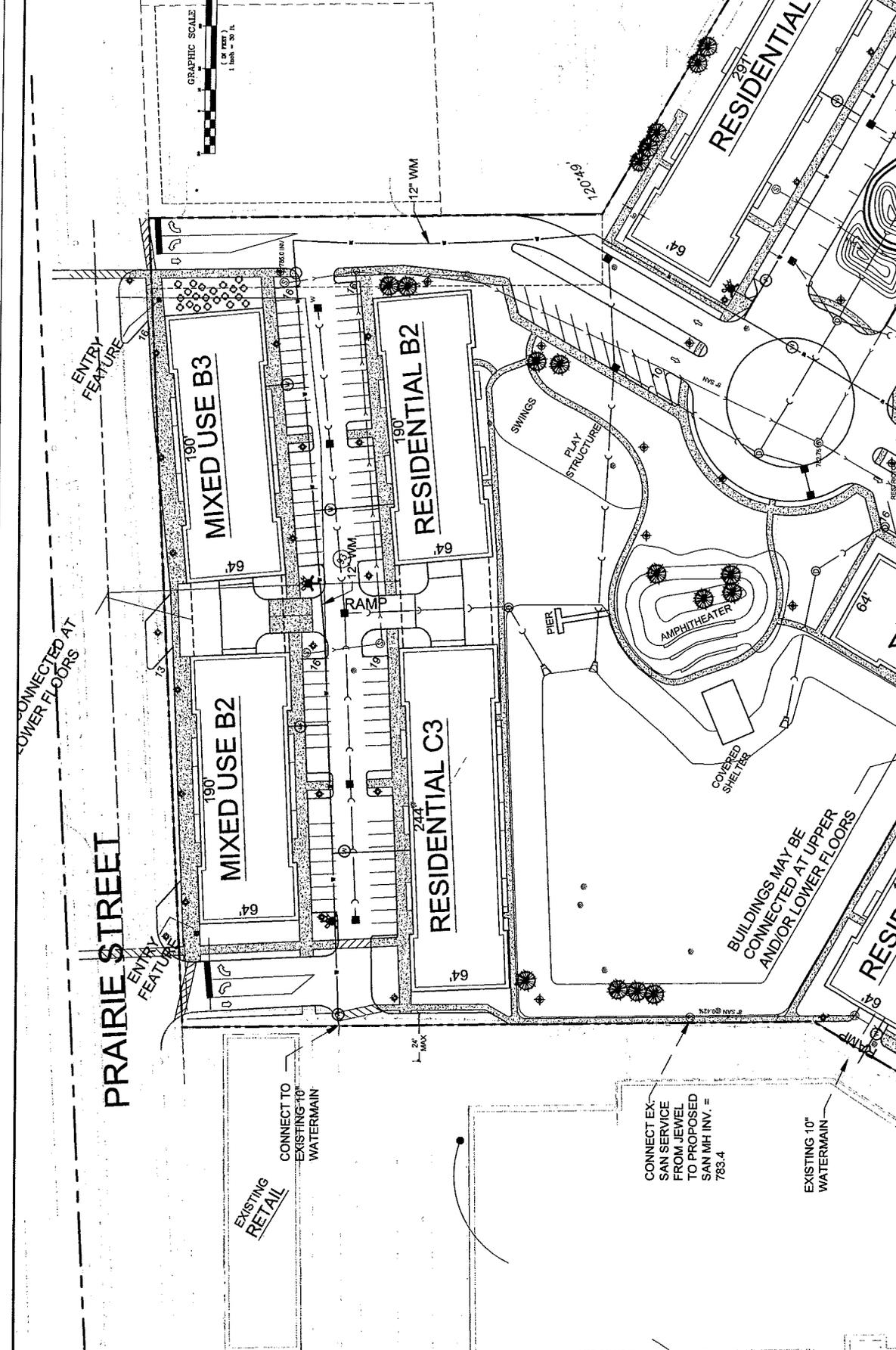




PREPARED FOR: <b>SHOEDEN, INC</b> 77 NORTH FIRST STREET GENEVA, IL 60134		PREPARED BY: <b>ESM CIVIL SOLUTIONS, LLC</b> Civil Engineering - Land Enhancement - Project Management 1315 Mason Drive - Suite 205 - Naperville, Illinois 60564 P: 630-300-5833 F: 630-300-4420		PROJECT NO.: <b>10033</b>		SHEET NO.: <b>10 of 22</b>	
PROJECT NAME: <b>PRairie CENTRE</b>		DESIGN BY: <b>ESM</b>		FIELD NO.: <b>10033</b>		SCALE: <b>1"=50'</b>	
DATE: <b>7/26/16</b>		DESCRIPTION: <b>REVISED PER CITY PLANNING &amp; ENG REVIEW LETTERS</b>		NO.: <b>3</b>		DATE: <b>7/26/16</b>	
DATE: <b>05/11/17</b>		DESCRIPTION: <b>REVISED PER CITY PLANNING &amp; ENGINEERING REVIEW</b>		NO.: <b>8</b>		DATE: <b>05/11/17</b>	
DATE: <b>05/11/17</b>		DESCRIPTION: <b>REVISED PER CITY PLANNING &amp; ENGINEERING REVIEW</b>		NO.: <b>10</b>		DATE: <b>05/11/17</b>	

GEOMETRIC DESIGN 4





NO.	DATE	DESCRIPTION	REVISIONS
1	05-17-16	ISSUED PER CITY PLANNING	
2	05-17-16	REVISED PER CITY PLANNING & EIR REVIEW LETTERS	
3	05-17-17	REVISED PER CITY PLANNING & ENGINEERING REVIEW	
4			
5			
6			

PREPARED BY:  
**ESM CIVIL SOLUTIONS, LLC**  
 Civil Engineering - Land Entitlement - Project Feasibility  
 518 North 25th Street, Naperville, Illinois 60564  
 630-360-0020 or 630-747-7020

PREPARED FOR:  
**SHODDEN, INC.**  
 77 NORTH FIRST STREET  
 GENEVA, IL 60134

UTILITY DESIGN 1  
**PRAIRIE CENTRE**

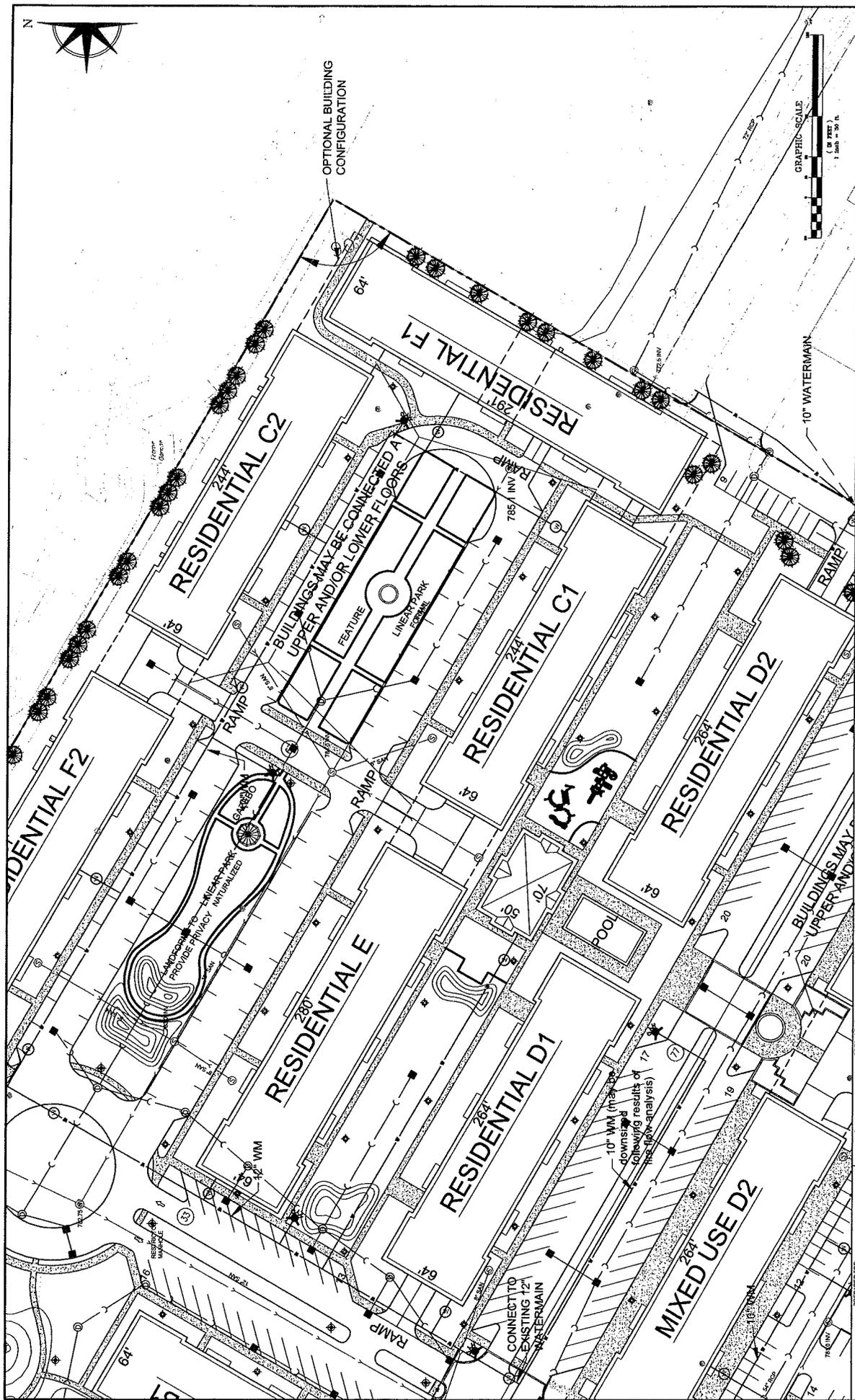
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 SCALE: 1"=30'

FILE NAME: [Blank]  
 DISC NAME: [Blank]

JOB NO.: 16033  
 DATE: 5-13-18  
 SCALE: 1"=30'

FIELD NO.: [Blank]  
 SHEET NO.: 12 of 22





NO.	DATE	DESCRIPTION	REVISION
3	7-20-19	REVISED PER CITY PLANNING & ENG. REVIEW	
4	8-21-19	REVISED PER CITY PLANNING & ENG. REVIEW	
5	12-11-19	REVISED PER CITY PLANNING & ENGINEERING CENTER	
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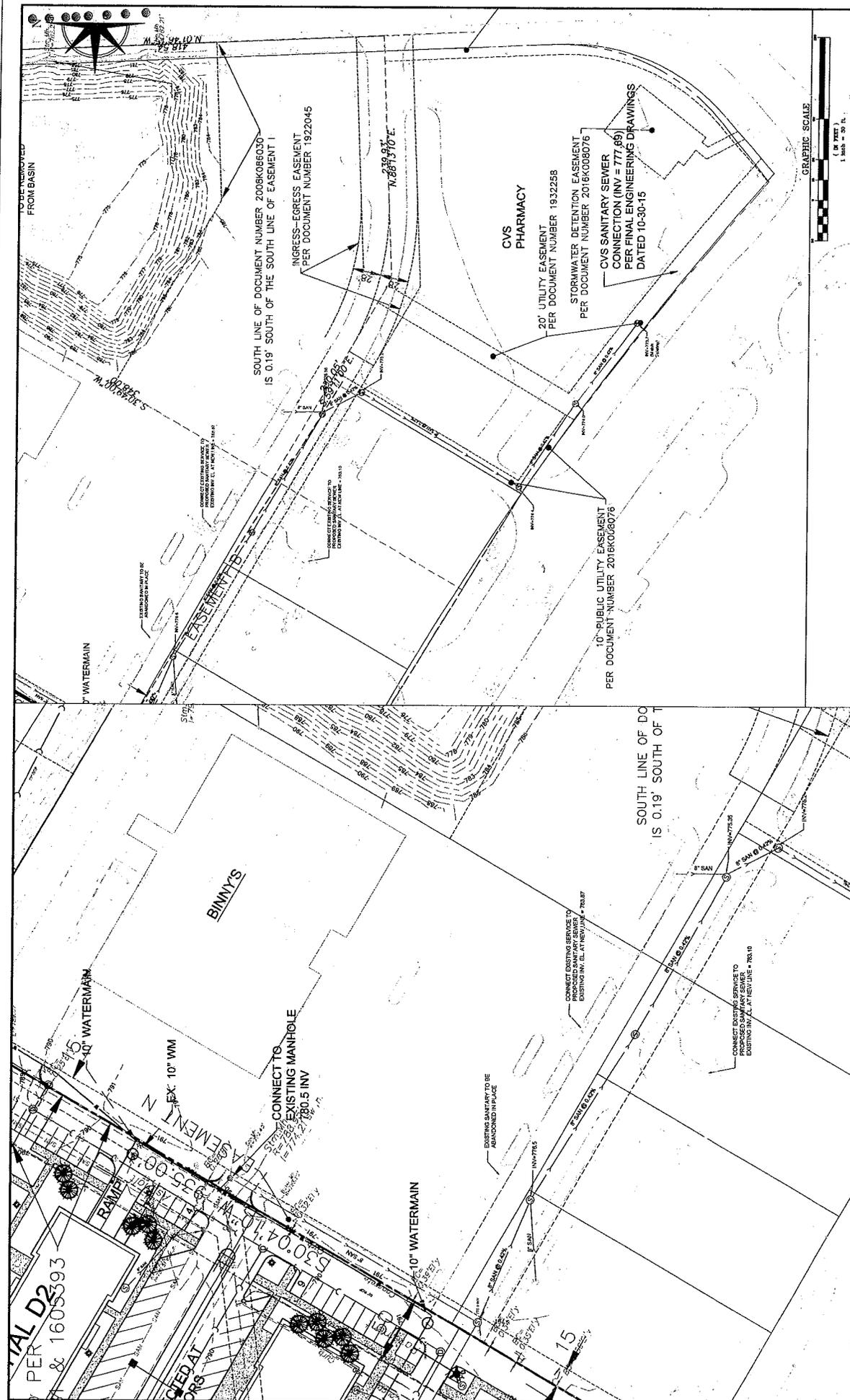
  

<b>ESM CIVIL SOLUTIONS, LLC</b> 64 Elm Street, Suite 205 1515 Madison Drive - Suite 205, Naperville, Illinois 60564 e: 630-300-0838 c: 630-824-9020		PREPARED BY: <b>SHODEEN, INC.</b> 77 NORTH FIRST STREET GENEVA, IL 60134
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UTILITY DESIGN 3 PRAIRIE CENTRE		PROJECT NO.: 18033 DATE: 5-13-19 SCALE: 1"=30'
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REVISIONS		NO.	DATE	DESCRIPTION
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3		3		
4		4		

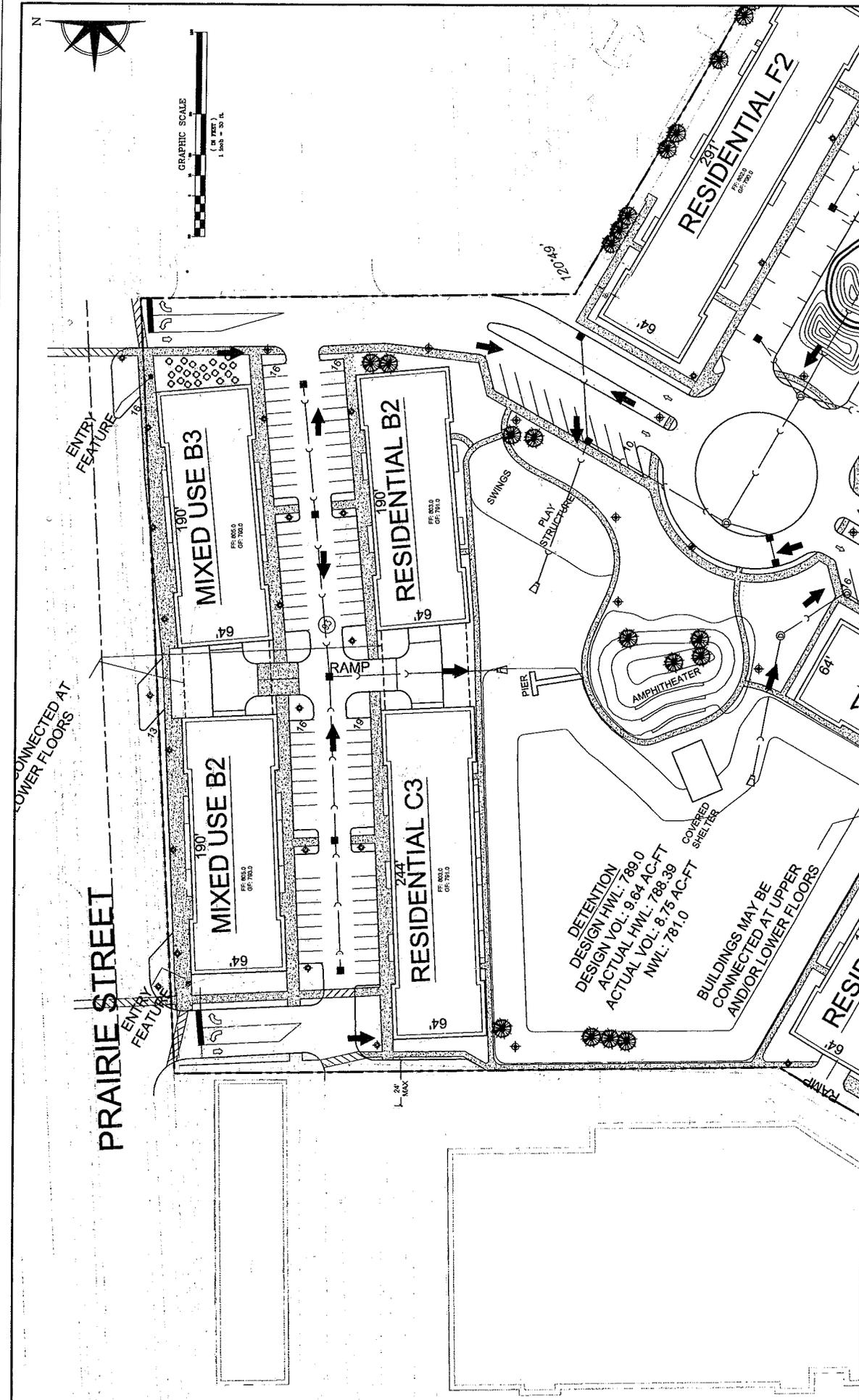
  

PREPARED FOR: <b>SHODEEN, INC</b> 77 NORTH FIRST STREET GENEVA, IL 60134	PREPARED BY: <b>ESM CIVIL SOLUTIONS, LLC</b> Civil Engineering - Land Entitlement - Project Feasibility 1915 Meacham Drive - Suite 205 - Naperville, Illinois 60564 © 2008-2022 ESM	PROJECT: <b>UTILITY DESIGN 5</b> <b>PRAIRIE CENTRE</b>
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FILE NAME	DESIGN BY	CAD	DATE	SCALE	SHEET NO.
DWG NO.	DRN BY	USA	10/30	1"=30'	16 of 22





CONNECTED AT LOWER FLOORS

PRAIRIE STREET

DETECTION  
DESIGN HWL: 789.0  
ACTUAL VOL.: 9.64 AC-FT  
ACTUAL HWL: 788.39  
NWL: 781.0 AC-FT

BUILDINGS MAY BE CONNECTED AT UPPER AND/OR LOWER FLOORS

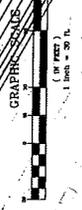
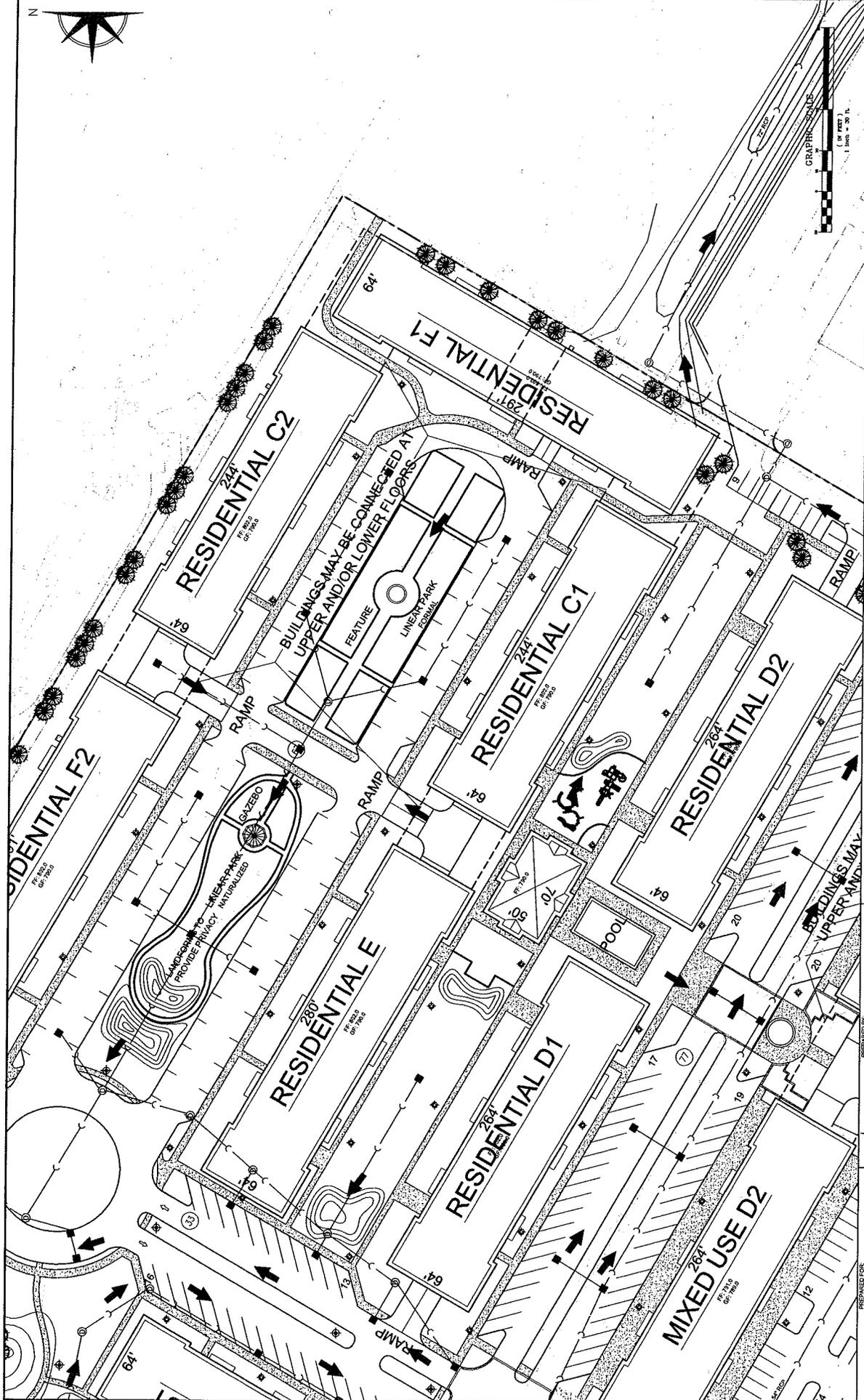
PREPARED BY:		SHOEDEN, INC.	
17 NORTH FIRST STREET		GENEVA, IL 60134	
PREPARED FOR:		ESM CIVIL SOLUTIONS, LLC	
Civil Engineering - Land Entitlement - Project Feasibility		1000 North First Street, Suite 200 Geneva, Illinois 60134 P: 630-202-0103 F: 630-202-0200	
NO.	DATE	DESCRIPTION	REVISIONS
1	03-27-16	ISSUED PER CITY OF GENEVA PLANNING & ENGINEERING REVIEW	
2	03-27-16	ISSUED PER CITY OF GENEVA PLANNING & ENGINEERING REVIEW	
3	03-27-16	ISSUED PER CITY OF GENEVA PLANNING & ENGINEERING REVIEW	
4	03-27-16	ISSUED PER CITY OF GENEVA PLANNING & ENGINEERING REVIEW	
5	03-27-16	ISSUED PER CITY OF GENEVA PLANNING & ENGINEERING REVIEW	
6	03-27-16	ISSUED PER CITY OF GENEVA PLANNING & ENGINEERING REVIEW	
7	03-27-16	ISSUED PER CITY OF GENEVA PLANNING & ENGINEERING REVIEW	
8	03-27-16	ISSUED PER CITY OF GENEVA PLANNING & ENGINEERING REVIEW	
9	03-27-16	ISSUED PER CITY OF GENEVA PLANNING & ENGINEERING REVIEW	
10	03-27-16	ISSUED PER CITY OF GENEVA PLANNING & ENGINEERING REVIEW	
11	03-27-16	ISSUED PER CITY OF GENEVA PLANNING & ENGINEERING REVIEW	
12	03-27-16	ISSUED PER CITY OF GENEVA PLANNING & ENGINEERING REVIEW	
13	03-27-16	ISSUED PER CITY OF GENEVA PLANNING & ENGINEERING REVIEW	
14	03-27-16	ISSUED PER CITY OF GENEVA PLANNING & ENGINEERING REVIEW	
15	03-27-16	ISSUED PER CITY OF GENEVA PLANNING & ENGINEERING REVIEW	
16	03-27-16	ISSUED PER CITY OF GENEVA PLANNING & ENGINEERING REVIEW	
17	03-27-16	ISSUED PER CITY OF GENEVA PLANNING & ENGINEERING REVIEW	

GRADING 1  
PRAIRIE CENTRE

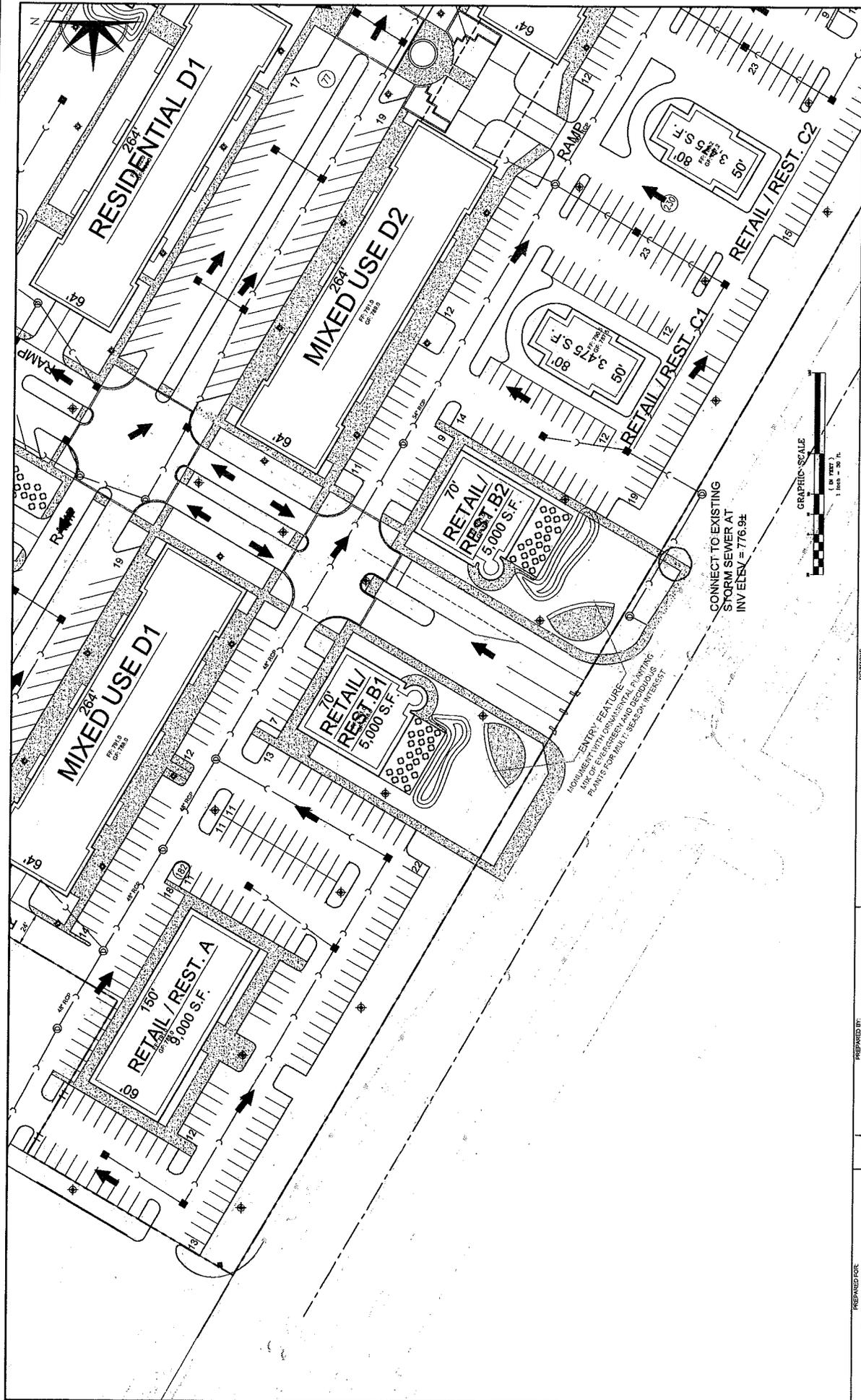
DESIGN BY: CAD  
DRAWN BY: MCA  
JOB NO: 16033  
DATE: 5-2-16  
SCALE: 1"=30'

FILE NAME:  
JOB NAME:  
DATE:  
SCALE:  
SHEET NO:  
17 of 22





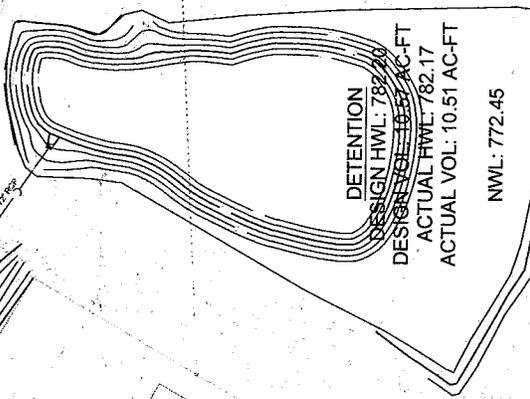
PREPARED FOR <b>SHODEEN, INC.</b> 17 NORTH FIRST STREET GENEVA, IL 60134		PREPARED BY <b>ESM CIVIL SOLUTIONS, LLC</b> Civil Engineering - Land Entitlement - Project Feasibility 1515 Mecon Drive - Suite 205 Naperville Illinois 62564 P: 630-340-8833 F: 630-340-1620	
PROJECT NO. 10033 DATE 5-4-18 SCALE 1"=20'		DRAWN BY: CAD CHECKED BY: MCA DESIGNER: MCA	
PROJECT NAME: PRAIRIE CENTRE PROJECT NO.: 10033 DATE: 5-4-18 SCALE: 1"=20'		GRADING 3 PRAIRIE CENTRE	
NO.	DATE	DESCRIPTION	BY
1	05-27-18	REVISED PER CITY PLANNING & ZONING REVIEW LETTERS	
2	06-11-18	REVISED PER CITY PLANNING & ZONING REVIEW	
3	06-11-18	REVISED PER CITY PLANNING & ZONING REVIEW	
4	05-27-18	REVISED PER CITY PLANNING & ZONING REVIEW LETTERS	
5	05-27-18	REVISED PER CITY PLANNING & ZONING REVIEW	



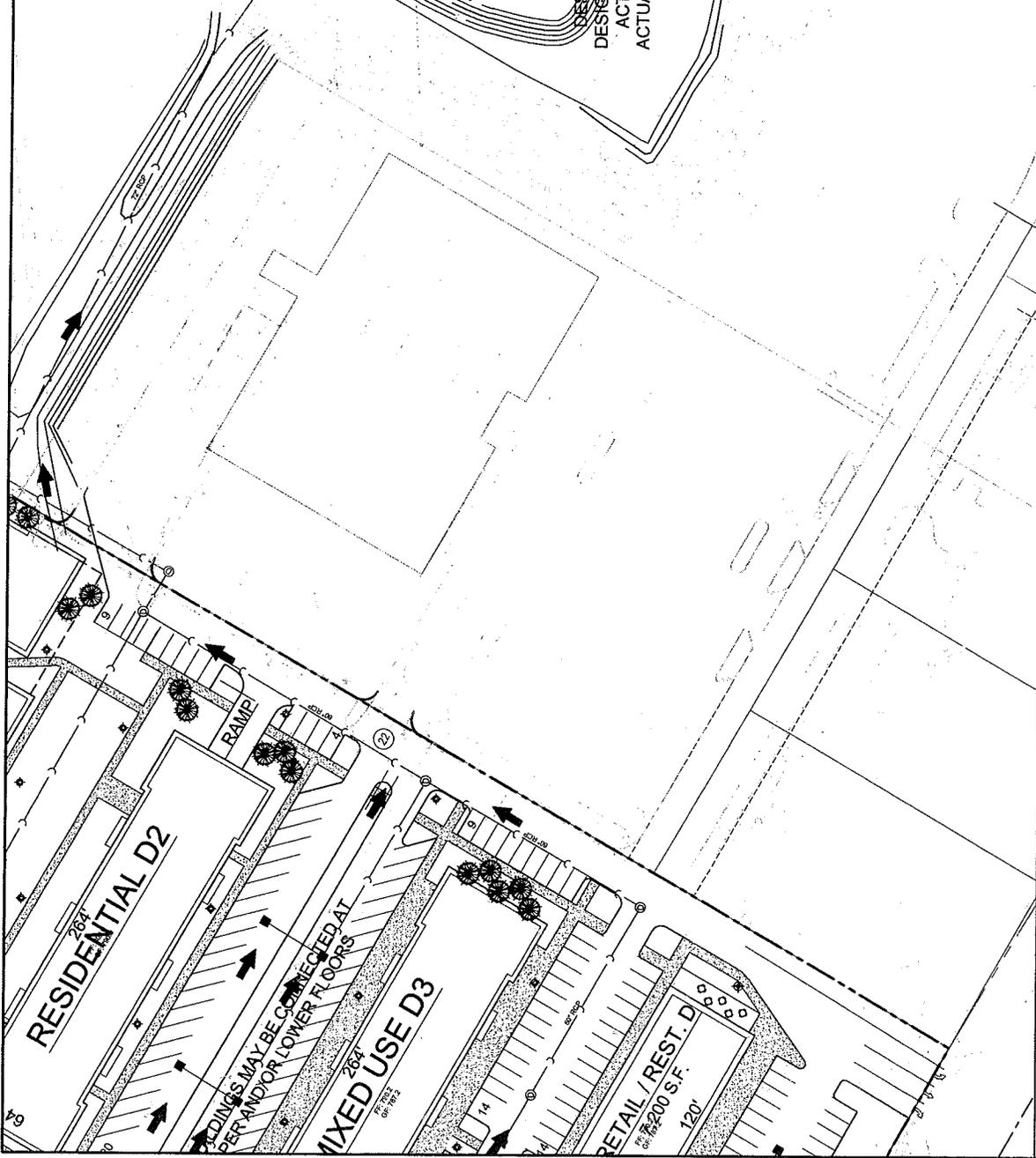
<b>SHOEN, INC</b> 17 NORTH FIRST STREET GENEVA, IL 60134		PREPARED BY: <b>ESM CIVIL SOLUTIONS, LLC</b> Civil Engineering - Land Enhancement - Project Feasibility 6750 S. WISCONSIN AVE. SUITE 100 GENEVA, IL 60134		<b>GRADING 4</b> PRAIRIE CENTRE	
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
4	01-24-17	REVISED PER CITY PLANNING & ENG. CONSULTANTS			
6	01-24-17	REVISED PER CITY PLANNING & ENGINEERING REVIEW			
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INSTALL 19" PLATE RESTRICTOR  
INSIDE EXISTING OUTLET  
STRUCTURE



EXISTING 14th STREET  
POND OVERFLOW  
WEIR LOCATION  
WEIR LENGTH APPROX. 100'  
ALONG 14th STREET SIDEWALK



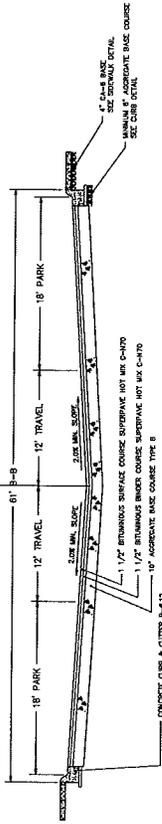
NO.		DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	02-14-17	ISSUED PER CITY PLANNING & ZONING DEPT REVIEW	1	02-14-17	ISSUED PER CITY PLANNING & ZONING DEPT REVIEW	
2	02-14-17	REQUIRED PER CITY PLANNING & ZONING DEPT REVIEW	2	02-14-17	REQUIRED PER CITY PLANNING & ZONING DEPT REVIEW	
3	02-14-17	REQUIRED PER CITY PLANNING & ZONING DEPT REVIEW	3	02-14-17	REQUIRED PER CITY PLANNING & ZONING DEPT REVIEW	
4	02-14-17	REQUIRED PER CITY PLANNING & ZONING DEPT REVIEW	4	02-14-17	REQUIRED PER CITY PLANNING & ZONING DEPT REVIEW	
5	02-14-17	REQUIRED PER CITY PLANNING & ZONING DEPT REVIEW	5	02-14-17	REQUIRED PER CITY PLANNING & ZONING DEPT REVIEW	
6	02-14-17	REQUIRED PER CITY PLANNING & ZONING DEPT REVIEW	6	02-14-17	REQUIRED PER CITY PLANNING & ZONING DEPT REVIEW	
7	02-14-17	REQUIRED PER CITY PLANNING & ZONING DEPT REVIEW	7	02-14-17	REQUIRED PER CITY PLANNING & ZONING DEPT REVIEW	
8	02-14-17	REQUIRED PER CITY PLANNING & ZONING DEPT REVIEW	8	02-14-17	REQUIRED PER CITY PLANNING & ZONING DEPT REVIEW	

DESIGN BY:	CAO	DATE:	02-14-17
FILE NAME:	18033	SCALE:	1"=20'
DISC NAME:	MCA		
DRN DT:	04-18		

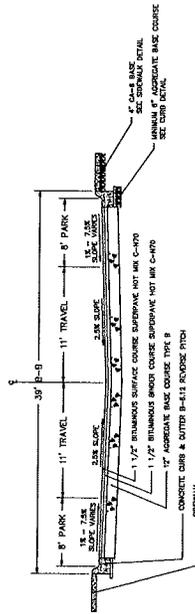
PREPARED FOR:  
**SHODEEN, INC.**  
 17 NORTH FIRST STREET  
 GENEVA, IL 60134

PREPARED BY:  
**ESM CIVIL SOLUTIONS, LLC**  
 Civil Engineering - Land Entitlement - Project Feasibility  
 335 Madison Drive, Suite 205 Naperville, Illinois 60564  
 630-330-9288 • 630-330-4220

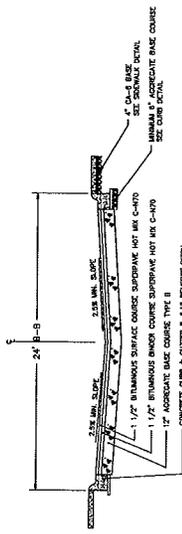
PROJECT TITLE		GRADING 5
PROJECT LOCATION		PRAIRIE CENTRE
PROJECT NO.	18033	
SHEET NO.	21	OF 22



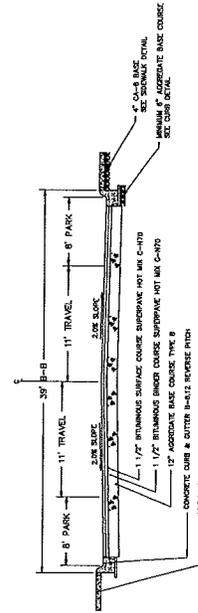
PARKING LOT WITH PERPENDICULAR PARKING  
N.T.S.



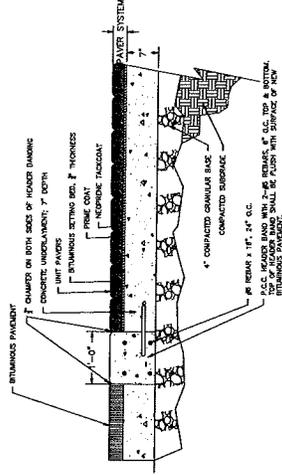
PRIVATE DRIVE WITH PARALLEL PARKING  
N.T.S.



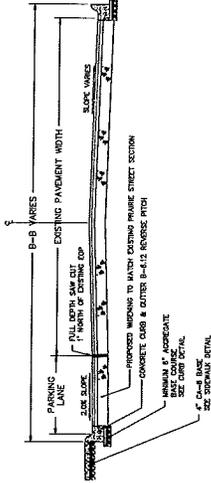
PRIVATE DRIVE WITHOUT PARKING  
N.T.S.



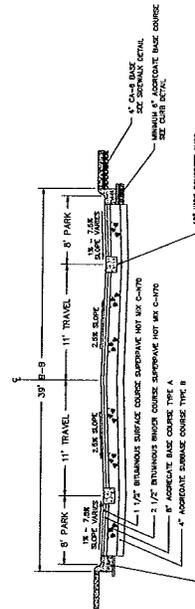
PRIVATE DRIVE WITH PARALLEL PARKING  
N.T.S.



CROSSWALK SECTION  
N.T.S.



PRAIRIE STREET  
N.T.S.



PRIVATE DRIVE SECTION  
N.T.S.

PREPARED FOR:  
**SHODEEN, INC**  
77 NORTH FIRST STREET  
GENEVA, IL 60134

PREPARED BY:  
**ESM CIVIL SOLUTIONS, LLC**  
Civil Engineering, Land Development, Project Feasibility  
1815 Macomb Drive, Suite 205, Naperville, Illinois 60564  
630.330.5810 / 630.664.0050

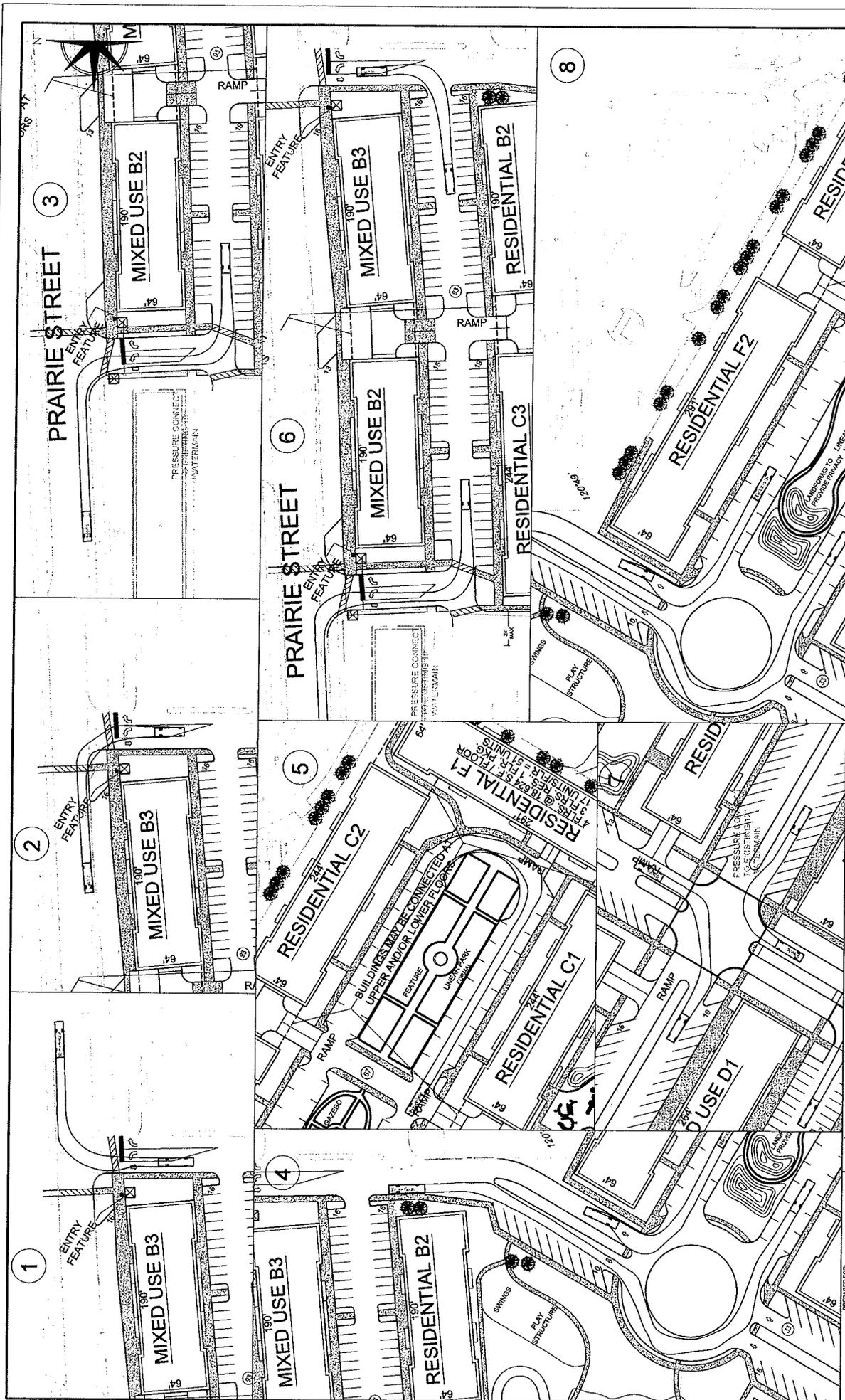
NO.	DATE	DESCRIPTION	REVISION
8	03-01-17	REVISED ALL ROAD SECTIONS AS PRIVATE	

DETAIL 1  
**PRAIRIE CENTRE**

ISSA, BY: ESM  
JOB NO: 18033  
DATE: 5-22-18  
SCALE: N/A

FILE NAME:  
DISC. NUM.:

SHEET NO.  
21 of 24



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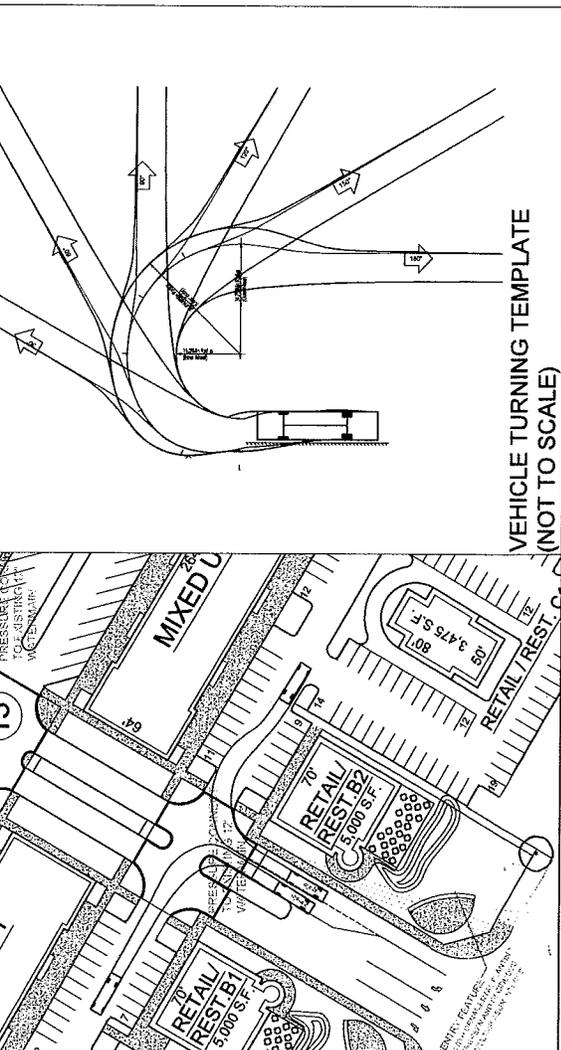
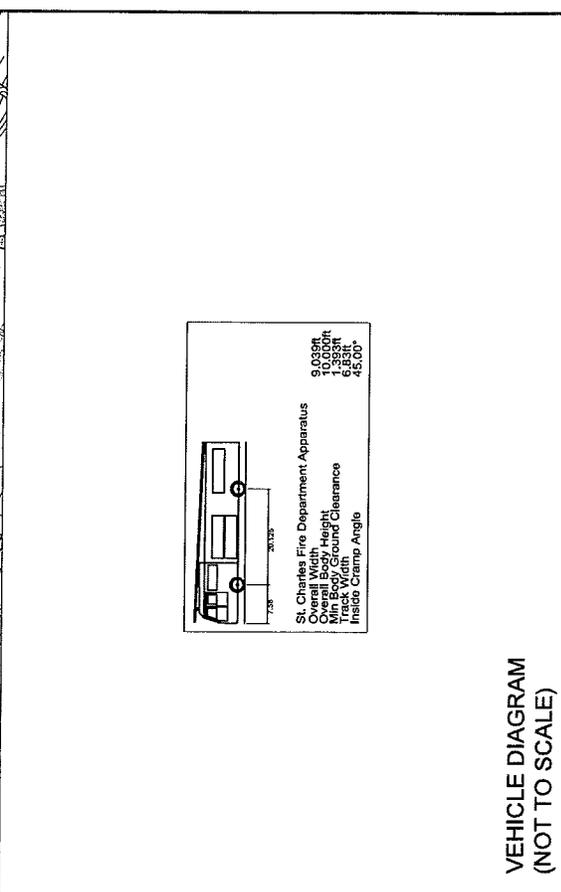
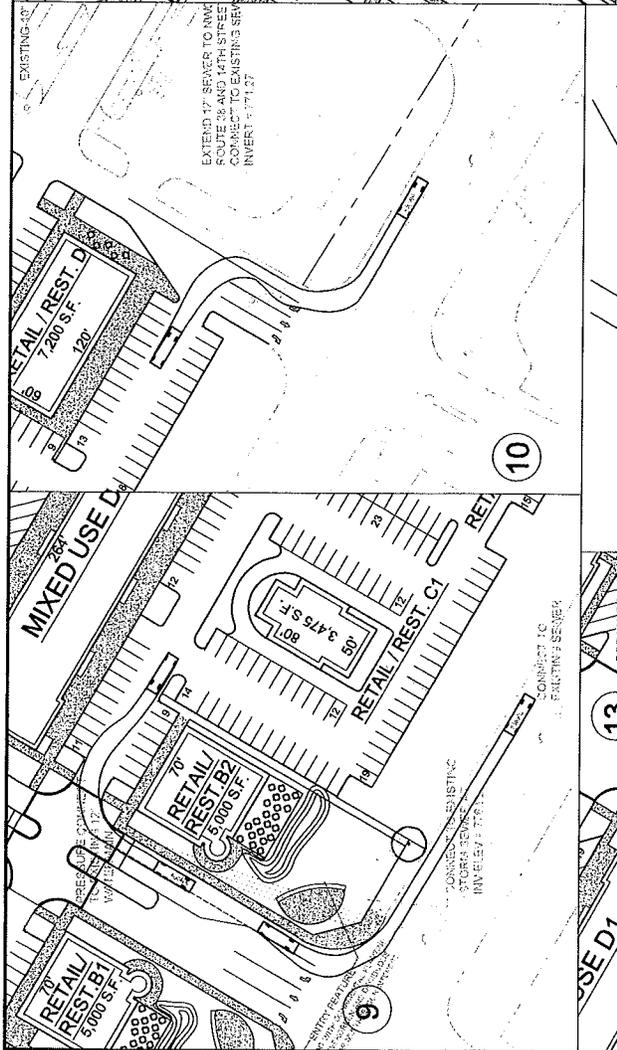
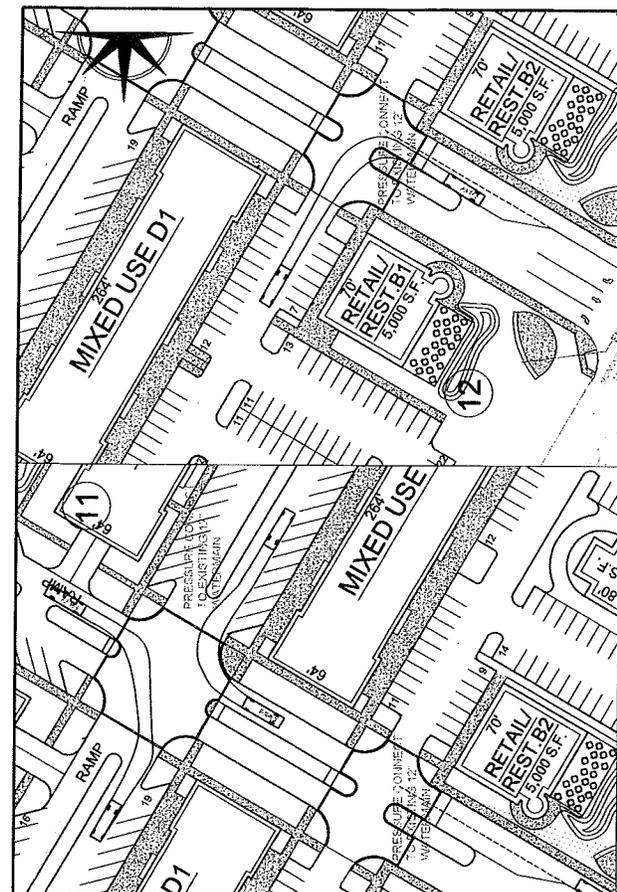
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PREPARED FOR: <b>SHODEN, INC</b> 77 NORTH FIRST STREET GENEVA, IL 60134		PREPARED BY: <b>ESM CIVIL SOLUTIONS, LLC</b> Civil Engineering - Land Entitlement - Project Feasibility 2150 S. 20th Street, Suite 305, Naperville, Illinois 60564 630.350.0300 or 630.350.0302	
NO.	DATE	DESCRIPTION	REVISIONS
1	12-28-18	ISSUE FOR PERMITTING	
2	12-28-18	REVISED PER PERMITTING	
3	12-28-18	REVISED PER PERMITTING	
4	12-28-18	REVISED PER PERMITTING	
5	12-28-18	REVISED PER PERMITTING	
6	12-28-18	REVISED PER PERMITTING	
7	12-28-18	REVISED PER PERMITTING	
8	12-28-18	REVISED PER PERMITTING	

VEHICLE TURN TEMPLATES 1

PRairie CENTRE

FILE NAME	ESM
DATE	12-28-18
SCALE	1"=20'
SHEET NO.	1 of 2



**VEHICLE TURN TEMPLATES 2**

PRAIRIE CENTRE

FILE NAME: ESM  
 ESM BY: ESM  
 DATE: 5-13-19  
 SCALE: 1/8"=1'-0"

DATE: 5-13-19  
 DESCRIPTION: VEHICLE TURN TEMPLATES 2

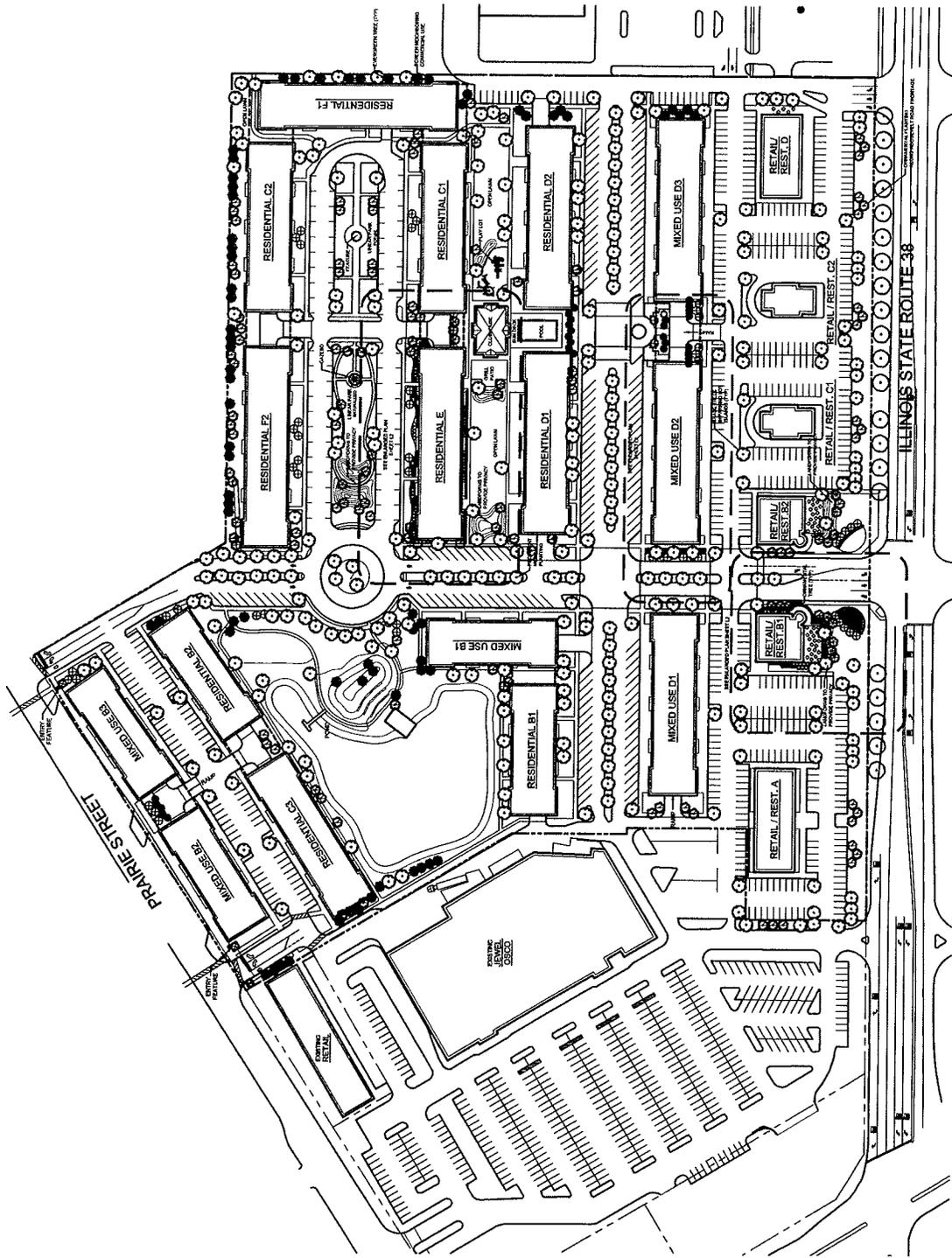
**VEHICLE TURNING TEMPLATE (NOT TO SCALE)**

PREPARED FOR: SHODEEN, INC  
 77 NORTH FIRST STREET  
 GENEVA, IL 60134

PREPARED BY: ESM CIVIL SOLUTIONS, LLC  
 Civil Engineering - Land Enhancement - Project Feasibility  
 1315 Meador Drive - Suite 202 - Naperville, Illinois 60564  
 P: 630-340-0033 F: 630-340-4250

NO.	DATE	DESCRIPTION	REVISIONS
1	7/26/18	REVISED PER CITY PLANNING & ENVIRONMENT	
2	10/22/18	REVISED PER CITY PLANNING & ENVIRONMENT	
3	10/22/18	REVISED PER CITY PLANNING & ENVIRONMENT	

Symbol	Quantity	Description	Notes
1	1	CONCRETE DRIVE	SEE PLAN
2	1	CONCRETE DRIVE	SEE PLAN
3	1	CONCRETE DRIVE	SEE PLAN
4	1	CONCRETE DRIVE	SEE PLAN
5	1	CONCRETE DRIVE	SEE PLAN
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100	1	CONCRETE DRIVE	SEE PLAN



OKW ARCHITECTS  
 600 W. Jackson, Suite 250  
 Chicago, IL 60661

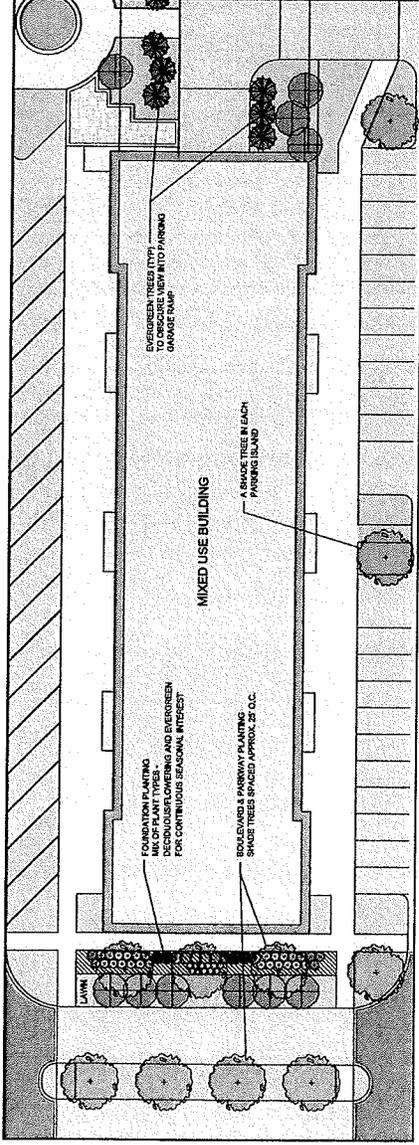
CONCEPTUAL LANDSCAPE PLAN  
 SCALE: 1"=16'



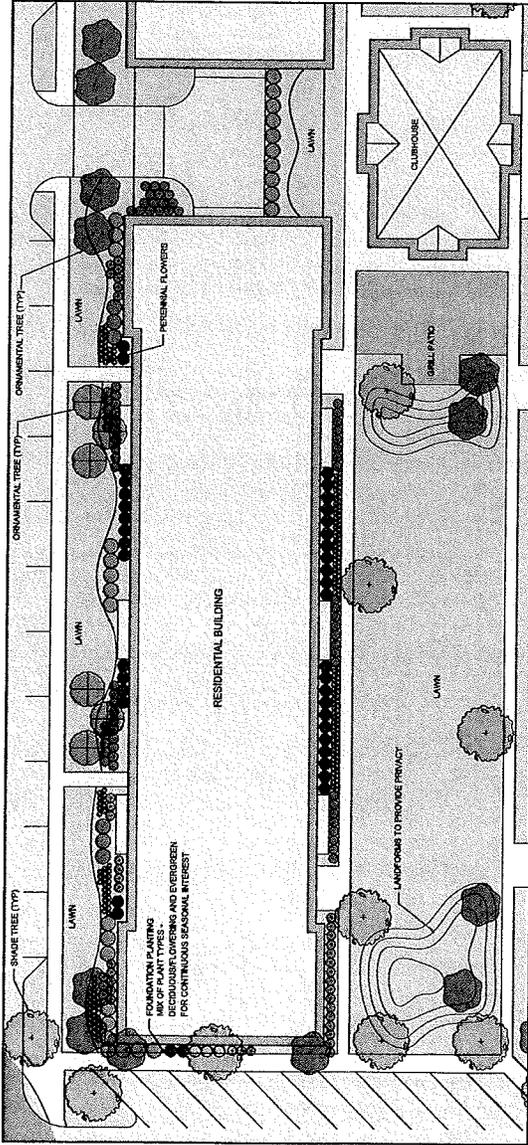
SHODEEN

PRAIRIE CENTRE  
 St. Charles, Illinois  
 February 7, 2017 Project #: 16033

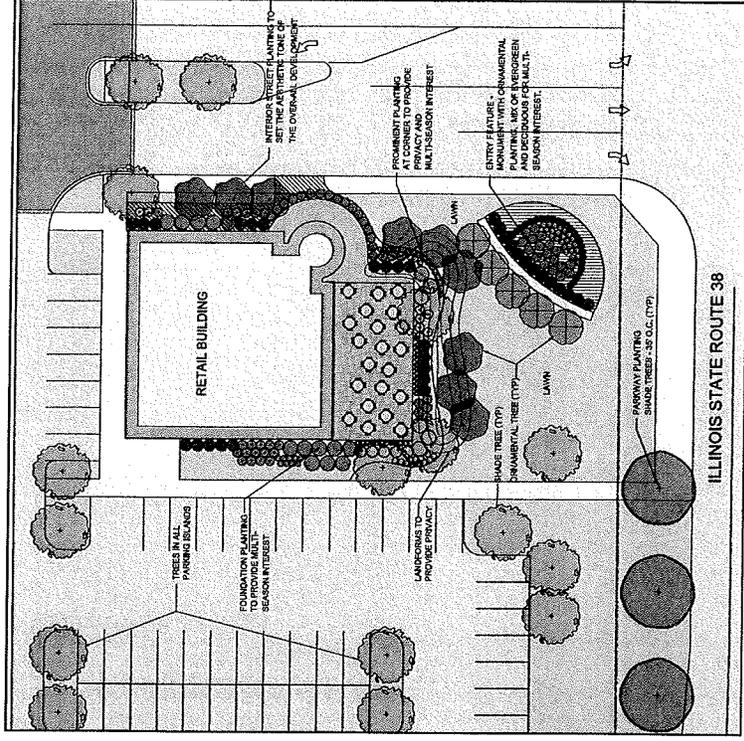
L-01



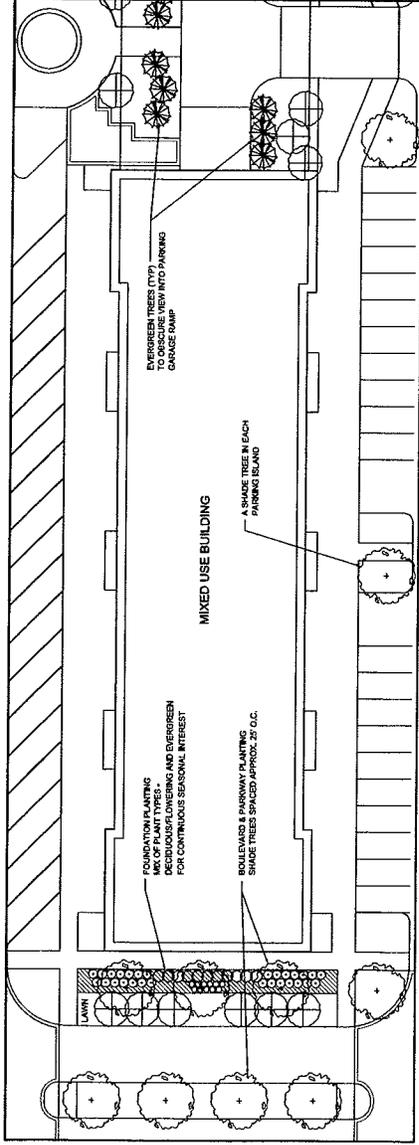
TYPICAL MIXED-USE BUILDING PLANTING  
SCALE: 1"=60'



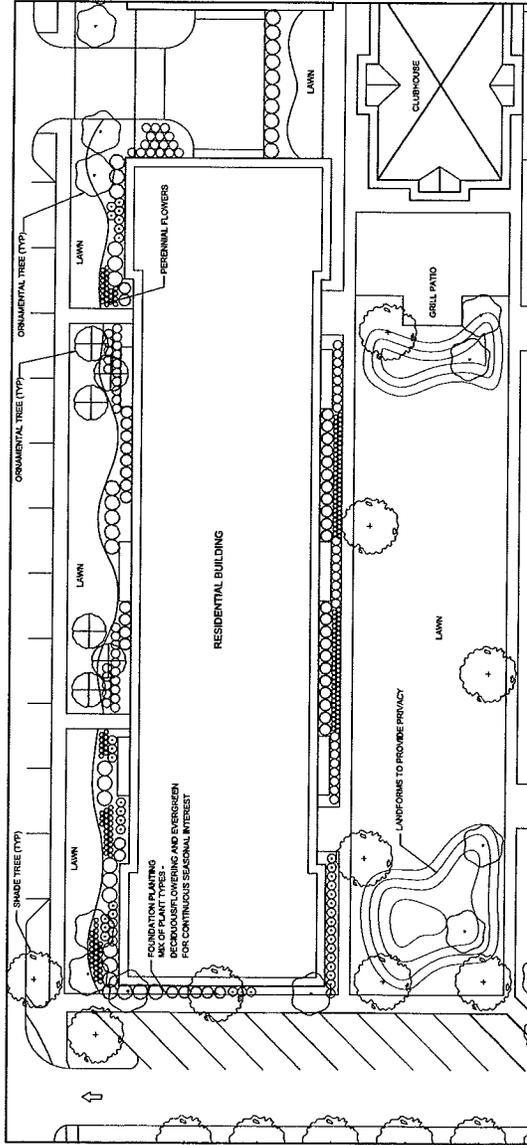
TYPICAL RESIDENTIAL BUILDING PLANTING  
SCALE: 1"=20'



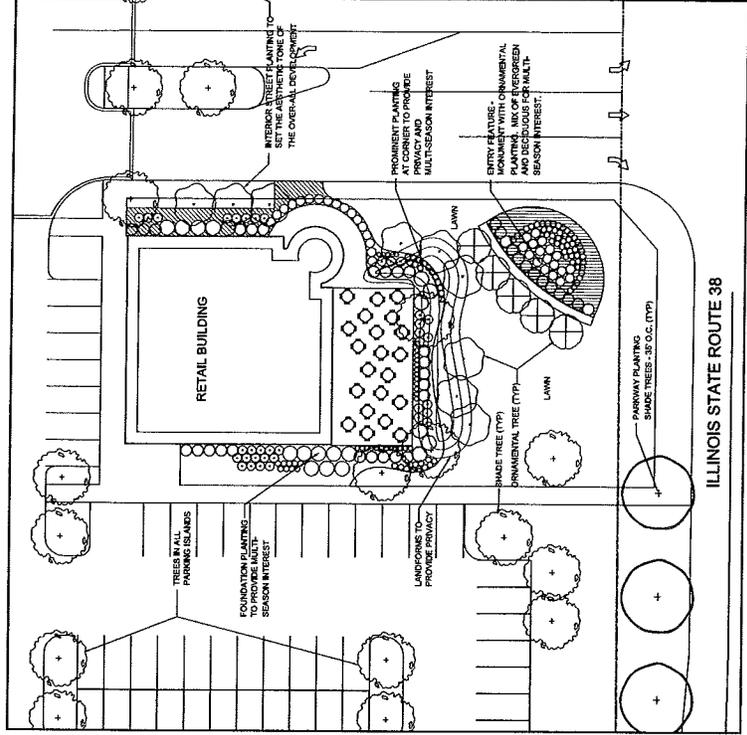
TYPICAL RETAIL OUTLOT BUILDING PLANTING  
SCALE: 1"=20'



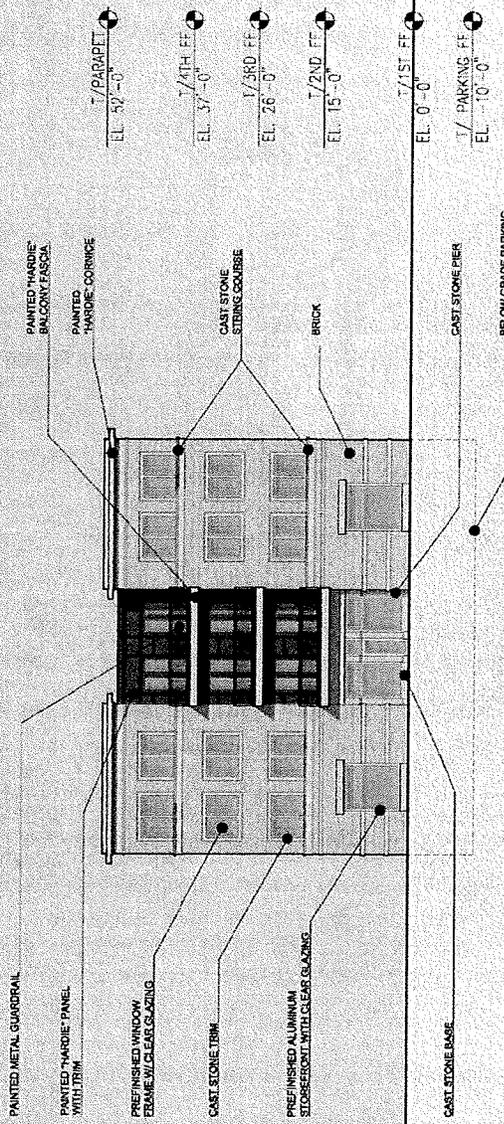
TYPICAL MIXED-USE BUILDING PLANTING  
SCALE: 1"=50'



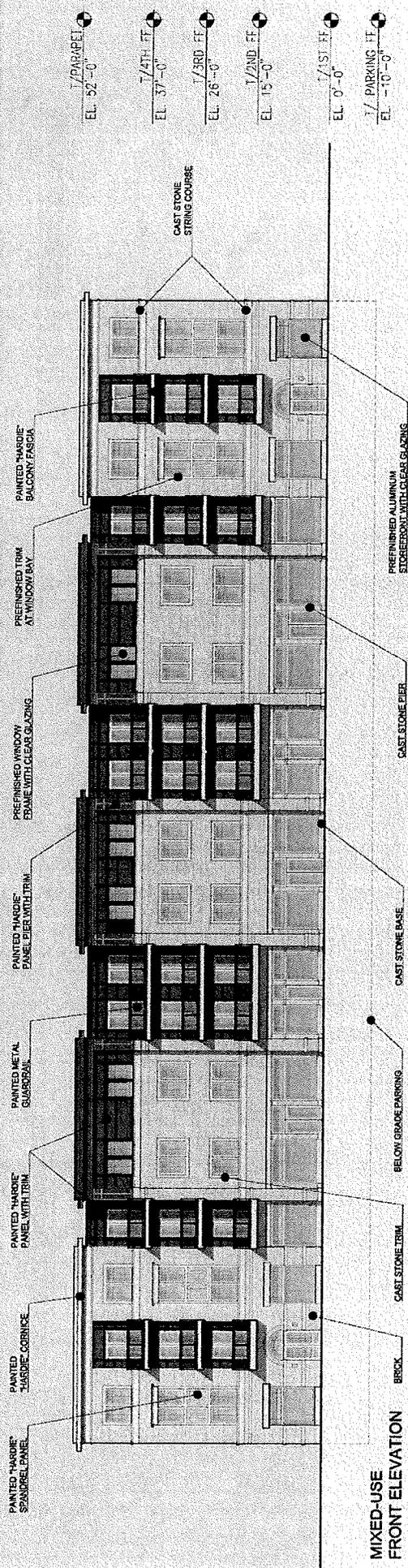
TYPICAL RESIDENTIAL BUILDING PLANTING  
SCALE: 1"=20'



TYPICAL RETAIL OUTLOT BUILDING PLANTING  
SCALE: 1"=20'



MIXED-USE  
SIDE ELEVATION



MIXED-USE  
FRONT ELEVATION



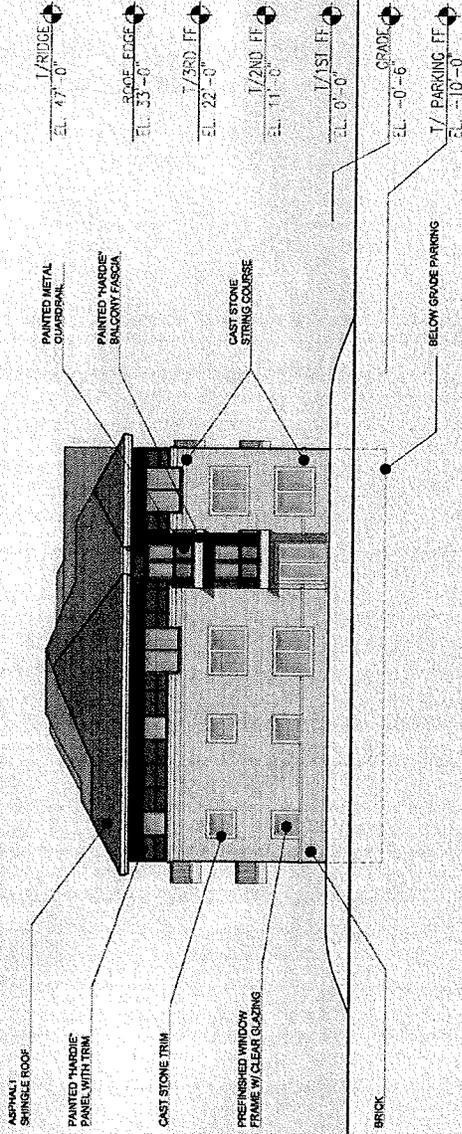
**BUILDING ELEVATIONS**  
SCALE: 1"=20' @ 11'x17'

**OKW** Architects  
600 W. Jackson, Suite 250  
Chicago, IL 60661

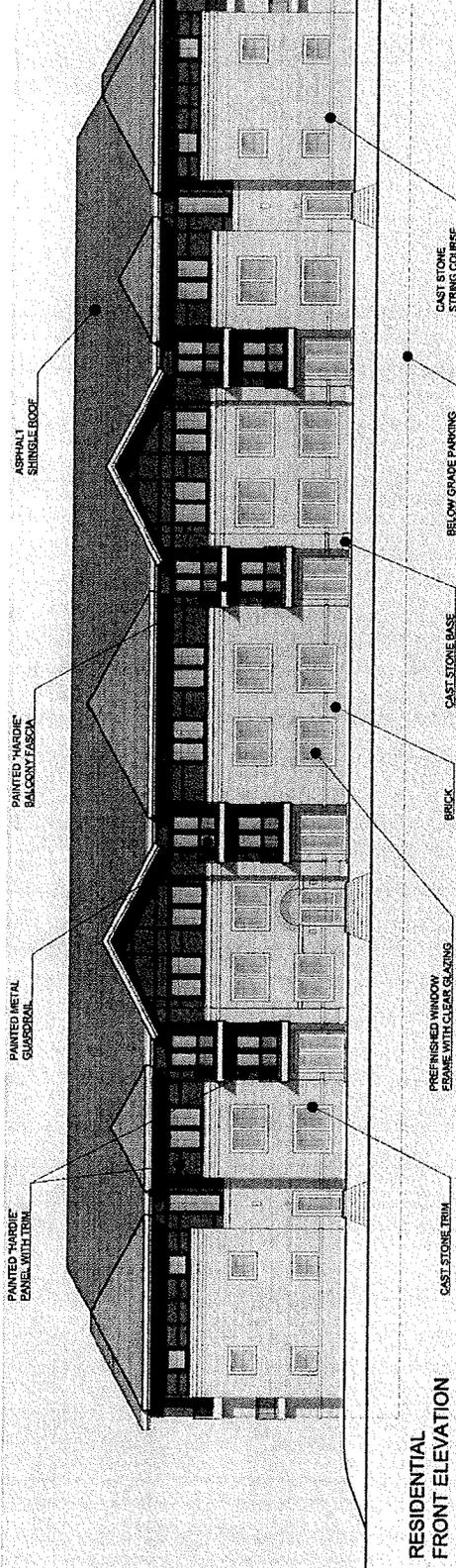
**SHODEEN**

**PRAIRIE CENTRE**  
St. Charles, Illinois  
February 7, 2017 Project #: 16033

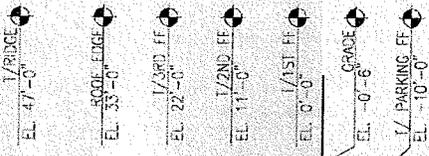
**A-02**



RESIDENTIAL  
SIDE ELEVATION



RESIDENTIAL  
FRONT ELEVATION



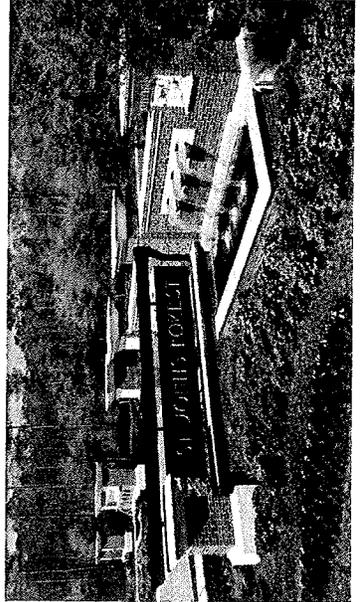
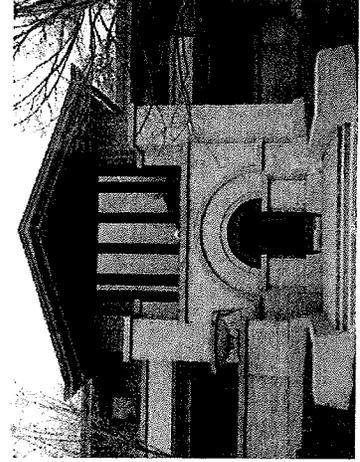
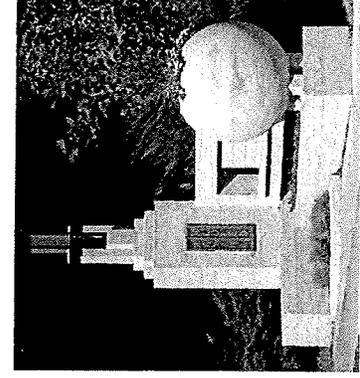
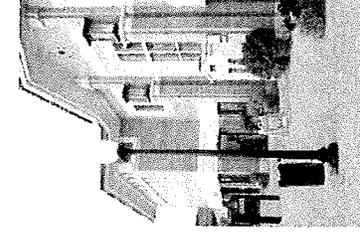
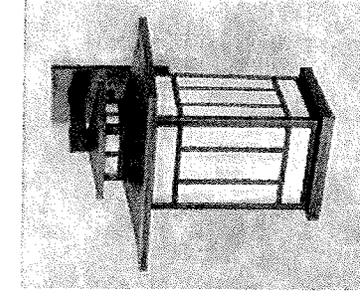
**OKW ARCHITECTS**  
600 W. Jackson, Suite 250  
Chicago, IL 60661



SHODEEN

PRAIRIE CENTRE  
St. Charles, Illinois  
February 7, 2017 Project #: 16033

A-03



INSPIRATION IMAGES

SHODEEN

OKW ARCHITECTS  
600 W. Jackson, Suite 250  
Chicago, IL 60661



**Exhibit “E”**

**PUD Standards-Departures and Deviations and Other Approvals**

Uses

1. The total number of residential dwelling units may include up to 609 dwelling units plus a density bonus of up to Sixty-one (61) units (10%) for dwelling units that are constructed and that meet the definition of “Affordable Units” in the Inclusionary Housing Ordinance. In no event shall the aggregate number of dwelling units exceed 670, and in no event shall the dwelling units not qualifying as “Affordable Units” exceed 609.
2. First floor multi-family residential shall be permitted in all of the buildings shown on the PUD Site Plan except for (i) those abutting State Route 38, labelled as Retail/Restaurant buildings A, B1, B2, C1, C2 and D, and (ii) those buildings labeled Mixed Use D1, D2 and D3.
3. Multi-family residential units may be established on the second and higher floors of all buildings shown on the PUD Plan except for buildings abutting State Route 38, and labelled as “Retail / Restaurant buildings A, B1, B2, C1, C2 and D”.
4. Senior living facilities of all types (i.e., independent, assisted, skilled nursing and memory care) and Affordable Housing Units facilities shall be permitted where residential use is permitted herein, with Affordable Housing Units to be constructed as provided in the Affordable Housing Agreement to be entered into between the City and the Applicant.
5. Private outdoor recreation to accommodate a private swimming pool and other water-features as shown on the PUD Site Plan shall be allowed. Swimming pools and exercise facilities are permitted within any building.
6. Multi-family dwellings shall be permitted either as apartment buildings for rent and/or condominium buildings for sale.
7. Drive-Through Facilities shall be permitted uses for buildings abutting State Route 38, labelled as Retail/Restaurant buildings A, B1, B2, C1, C2 or D, subject to the requirements applicable to Drive-Through Facilities in the Municipal Code.
8. Mixed Use Buildings B1, B2, and/or B3 may or may not, all at the discretion of the Developer, include first floor commercial space, based upon market demand for additional commercial space or lack thereof. For the first 36 (36) months after the enactment of this Ordinance, the Developer shall endeavor to find commercial users for, and build out first floor commercial space, within said buildings. After the thirty-sixth (36<sup>th</sup>) month, the Developer may declare, by written notice to the City, any one (1) of these three buildings to be all-residential. After the forty-eighth (48<sup>th</sup>) month, the Developer may declare, by written notice to the City, any two (2) of these three buildings to be all-residential. After the sixtieth (60<sup>th</sup>) month, the Developer may declare, by written notice to the City, all three (3) of these three buildings to be all-residential. Any of such buildings constructed without provision for commercial space on the ground level may be constructed as a 100% “residential” building, in the same style and scale as other all-residential buildings otherwise permitted by the PUD Plan (such as building D1) may be constructed.
9. The Developer may make other changes to the Approved Preliminary PUD Plans as provided in Section 5 of this Ordinance, Such changes shall not result in additional departures or deviations not otherwise identified or allowed in this Ordinance.

10. The combination (connection) of two or more buildings shown on the PUD Site Plan at any one or more of their floors into one building, or the separation of any one building shown on the PUD Plan into two buildings, shall be permitted.
11. The Developer may increase or decrease the number of retail buildings and associated square footage with respect to those buildings shown on the PUD Site Plan as abutting Illinois State Route 38 (now labeled as Retail/Restaurant buildings A, B1, B2, C1, C2 or D), it being agreed and understood that the number of buildings, and associated square footage may be increased or decreased as the market may demand at the discretion of the Developer, provided, however, that residential may not be included in any of these buildings abutting State Route 38.

### Subdivision and Phasing

12. The Prairie Centre PUD will be initially platted and developed as a one-lot subdivision, with multiple buildings on this single lot as shown on the PUD Site Plan. No internal streets (whether public or private) need be established within the one-lot subdivision but, instead, a permanent blanket cross-access easement shall be established over the entire subdivision as shown on the Preliminary Plat of Subdivision; provided, however, that such blanket cross-access easement shall not include (and shall be deemed to be released from) areas where buildings are hereafter constructed and where private drives to garages are provided as allowed by the Approved Preliminary PUD Plans. The blanket cross-access easement shall provide access between all buildings to the adjacent public streets of Illinois State Route 38 on the south, and Prairie Street on the north, and to the east and west property lines at locations where cross access connections to adjacent properties are shown on the PUD Site Plan.
13. The single-lot may, at the discretion of the Owner/Developer, later be resubdivided into one or more additional lots (each an “**Additional Lot**”), and such resubdivision shall be deemed a change subject to Administrative Change to the PUD; provided, however, that the plat of resubdivision, itself, shall require processing and approval as provided in Title 16 of the St. Charles Municipal Code. As to any one or more Lots created by the initial plat of subdivision of any plats of resubdivision that may be established with respect to the Prairie Centre Project, the following shall apply:
  - a. No internal streets (whether public or private) need be established within the one-lot subdivision or any further re-subdivisions thereof, provided a blanket cross access easement over the entire site has been established as provided in item 11 above;
  - b. There shall be no restriction requiring not more than one principal building per lot;
  - c. There shall be no minimum lot area;
  - d. There will be no minimum lot width;
  - e. There will be no maximum building coverage area;
  - f. There will be no maximum gross floor area per building provided that each building footprint shall be in substantial accordance with the PUD Site Plan (subject, however, to the provision that buildings shown on the PUD Site Plan may be connected or divided.)
14. There shall be no maximum block length.
15. Lots need not be rectangular in shape.
16. Double-frontage lots abutting internal access easements shall be permitted as shown on the Approved PUD Site Plan.
17. No perimeter utility easement shall be required with respect to any lot or Additional Lot provided a blanket utility easement has been provided, as shown on the Preliminary Plat of Subdivision. Such blanket easement shall not include areas where buildings are to be constructed as shown on the approved PUD Site Plan.

18. Notwithstanding the provisions of Section 16.04.120 of the Municipal Code, the Developer shall be entitled to construct in phases the Prairie Centre Project as approved by the Approved Preliminary PUD Plans, with such phased construction of buildings to be based on market demand. In connection with such phased construction and build-out, the Developer shall only be required to construct, and provide security (by way of bond, letter of credit or cash) for (and to provide a completion guaranty with respect to) the public improvements and other Land Improvements contemplated by the Approved Preliminary PUD Plans which, in the reasonable judgment of the City's engineer, are required to (i) support the buildings being constructed and / or (ii) to assure the safety of the occupants of said buildings.
19. Irrespective of the order in which buildings are constructed, the Developer shall construct, and provide security (by way of bond, letter of credit or cash) for (and to provide a completion guaranty with respect to) the following improvements contemplated by the Approved Preliminary PUD Plans concurrent with the first phase of construction:
  - a. Disconnection of the sanitary sewer at the property line of the Covington Court Subdivision and construction of a new sanitary sewer line connecting the sanitary sewer system located on the site to an existing sanitary sewer located along Illinois State Route 38 near 14<sup>th</sup> Street, all as depicted on the Preliminary Engineering Plans.
  - b. Installation of the on-site stormwater detention basin as depicted on the Preliminary Engineering Plans. Installation of the stormwater detention system may be phased provided that at each phase, the developer can demonstrate that the project is in compliance with the requirements of the City's Stormwater Management Ordinance, Title 18 of the Municipal Code. The total detention volume within the off-site 14<sup>th</sup> Street detention basin shall be based upon the actual volume as determined by survey information.
  - c. Installation of the north-south boulevard from Illinois State Route 38 to Prairie Street as shown on the PUD Site Plan; provided, however, that (i) installation of the section located between Prairie Street and the roundabout may be deferred in order to accommodate construction of Residential Buildings C3, B2, F2 and E, and (ii) installation of the final surface may be deferred as reasonably required to avoid damage due to anticipated construction.

### Setbacks

20. There will be no parking or building setbacks from interior lot lines.
21. The setbacks from the Prairie Street right-of-way and the Illinois State right-of-way shall be as follows:
  - a. 10 feet building setback from Prairie Street;
  - b. 25 feet building setback from Route 38
  - c. 0 feet parking setback from Prairie Street if on-street parking is provided, otherwise 10 feet
  - d. 25 foot parking setback from Route 38
22. Only side yard requirements shall be from the east and west outside property lines on the entire project, as follows:
  - a. 10 feet building setback for residential Building F1 from the east property line, otherwise 15 feet along the east property line;
  - b. 15 feet building setback along the north east property line (for residential Buildings F2 and C2);
  - c. 10 feet building setback line from the west property line with respect to Retail Restaurant A, otherwise 15 feet along the west property line

- d. 0 parking setback from both the east and west outside project lot lines.

### Landscaping

- 23. No Landscape Buffer Yard, as defined in the Municipal Code, shall be required anywhere within the Project.
- 24. Landscaping for the Project shall be deemed satisfied by the landscaping shown in the Approved Preliminary PUD Site Plans, subject to the following:
  - a. Notwithstanding the provisions of Section 17.26.080 of the Municipal Code, building foundation landscaping would not be required along mixed-use buildings and retail/residential buildings, but shall be provided along residential buildings where shown on the Approved Preliminary PUD Site Plans.
  - b. Notwithstanding the provisions of Section 17.26.090.A of the Municipal Code, public street frontage landscaping would not be required along Prairie Street (but would be required along Illinois Route 38).
  - c. Notwithstanding the provisions of Section 17.26.090.C of the Municipal Code, the landscape plans which are submitted as part of the approved Preliminary PUD Plans shall satisfy/replace the 10% internal landscape area requirement contained in the Municipal Code.

### Building Design

- 25. The maximum building height for a mixed-use building with a flat roof and a residential building with a pitched roof shall be 52 feet in height, and the maximum height for the retail buildings that abut Illinois State Route 38 shall be 40 feet in height. Mixed use buildings with a pitched roof have a maximum height of 64 feet, with such height to be measured from the average grade around the perimeter of the foundation to the average ridge height.
- 26. Building architecture deviations and departures are approved as follows:
  - a. The residential and mixed-use building architecture is approved notwithstanding the requirements of Section 17.06.030.A.1 of the Municipal Code;
  - b. Architecture for the retail/restaurant buildings shall be submitted for review as a PUD Preliminary Plan under Section 17.04.410.F of the Municipal Code.
- 27. The use of the following exterior building materials is hereby permitted: masonry; precast; glass; cement fiber siding and trim; aluminum fascia; aluminum soffits; aluminum gutters; aluminum storefront; vinyl windows.
- 28. For any Mixed Use or Residential buildings that are connected together as depicted on the PUD Site Plan, in order to reduce the apparent mass and monotony of the buildings, the connection between the buildings shall 1) be set back from the adjacent front and rear elevations for a sufficient distance to provide a clear visual break in the wall plane of the building and 2) incorporate design elements that contrast from the design of the remainder of the elevation. Examples of contrasting elements include varying façade materials or patterns, fenestration, or rooflines.

### Signs

- 29. Signage shall be permitted per Exhibit "H" and shall be reviewed as an Authorized Administrative Change.

Parking

30. A parking deviation is hereby approved so as to provide for the calculation of required parking spaces using the methodology and “Spaces Required” for each type of use as shown on Exhibit F attached hereto (with the parking spaces required though the use of Exhibit F being called the “PUD Parking Requirements”). At the time of each building permit application by the Developer, the City shall require that the Developer have (or to then put) in place only the parking spaces required to serve (i) the previously built buildings and (ii) those new buildings as to which the building permit pertains. Although the Approved Preliminary PUD Plans show that the project could provide as many as 1,426 parking spaces (on and below grade), the Developer shall only be required to provide the number of parking spaces equal to that number produced by calculation made pursuant to the methodology contained in Exhibit “F”, and then only incrementally as necessary to serve the project as the PUD project is being incrementally constructed. Notwithstanding the foregoing, the City may hereafter allow (as an Authorized Administrative Change) an increase in the “Reduction for Shared Parking” showing on Exhibit “F” (with a corresponding reduction in the PUD Parking Requirements) if the Developer can establish to the reasonable satisfaction of the City’s administration that less on-site parking is necessary due to any of the following: (i) ride sharing arrangements; (ii) the advent and common use of driverless cars; (iii) additional public transportation being provided in the area; (iv) demonstration by the Developer that historic parking requirements within the Prairie Centre Project have been less than projected; and / or (v) other factors not previously considered and deemed persuasive by the City’s administration.

**Other Approvals and Agreements**

- A. The submission by the Owner or the Developer or its / their successors of any one or more of the buildings constructed pursuant to this Ordinance, including any portion or all of the Subject Property, to the provisions of the Illinois Condominium Property Act, shall not in any way be prohibited, or be deemed to be an actionable zoning change of any sort.
- B. There shall be no roadway impact fee imposed or collected by the City as to this Prairie Centre PUD project.
- C. The Developer shall construct/complete the following off-site road improvements prior to, or concurrently with, the development phase that exceeds 50% of the project build out. For purposes of this section, 50% build out shall be based upon the total building square footage constructed as a portion of the total building square footage shown on the PUD Site Plan.
  - a. Modification of the traffic signal at Illinois Route 38 and the West Mall Entrance to add northbound and southbound left turn phases, subject to the approval of the Illinois Department of Transportation.
  - b. Other improvements to Illinois Route 38 as required by the Illinois Department of Transportation.
  - c. Following completion of all traffic signal modifications at Illinois Route 38 and the West Mall entrance, in cooperation with the Kane County Department of Transportation, a traffic signal

re-optimization study shall be conducted for the interconnected system serving the following intersections: Randall/Oak, Randall/Prairie, Randall/Rt. 38, Randall/Bricher, Rt. 38/West Mall Entrance, and Rt. 38/14<sup>th</sup> Street/Bricher.

- D. There shall be no off-site storm water improvements required by the City as to the Prairie Centre PUD project. The expansion of the 14<sup>th</sup> Street storm water detention basin, as depicted in the PUD Preliminary Plans, is considered part of the project and not an off-site improvement.
- E. There shall be no requirement by the City that the Developer replace or install off-site water mains not otherwise shown on the PUD Preliminary Plans. The City agrees to reimburse the developer for 50% of the actual construction cost of replacing existing watermains shown on Exhibit “I”, attached hereto. During the Final Engineering review and prior to issuance of any building permits, a Water System Modeling Study shall be performed to determine the adequacy of fire flows to meet the applicable Fire Prevention and Building Code standards. The developer shall be responsible for any additional watermains necessary to meet the Fire Prevention or Building Codes.
- F. There shall be no requirement by the City that the Developer make off-site electrical improvements.
- G. The Developer shall be entitled to tie into the City’s existing sanitary sewer mains and existing water mains as shown on the Supplemental PUD Plans. The Developer shall pay the City’s customary sanitary sewer and water connection fees, subject to a fair and equitable credit in favor of the Developer for buildings that had been previously located in the Subject Property and connected to the City’s sanitary sewer and water systems, but later demolished (and the prior connection / impact fees paid with respect thereto). This fee is calculated based on a flow provided by the City of St. Charles of .11 CFS (cubic feet per second). For the absence of doubt, the Developer shall be entitled to a fair and equitable credit against all City sewer and water connection and impact fees for all prior connection and impact fees paid with respect to prior development that had occurred on this site, with the amount of such credit to be Two Hundred Ninety-five Thousand Dollars (\$295,000.00). This credit shall be applied to the sanitary sewer and water connection fees due at the time of building permit.
- H. The Developer shall contribute its equitable share (as hereafter defined) of the actual cost incurred by the City to implement a single expansion in the capacity of the downstream sanitary sewer main (“**Downstream Sewer Improvements**”). The Developer’s “**equitable share**” shall be as specified below.
  - a. With respect to the improvements previously completed by the City generally along Gray Street, the Developer shall pay its Equitable Share, said sum being Eighteen Thousand Five Hundred Thirty-Four Dollars (\$18,534.00), upon the date of the issuance of the first building permit in the Prairie Centre Project.
  - b. With respect to the future improvements identified in the WBK Sanitary Sewer Evaluation dated August 28, 2016, generally along Elm Street, Roosevelt Street and IL Route 31, the Developer shall pay its Equitable Share, said sum being Twenty-Seven Thousand Four Hundred Seven Dollars (\$27,407.00), in two (2) equal installments of Thirteen Thousand Seven Hundred Three and 50/100 Dollars (\$13,703.50) upon the following: (A) the issuance of the first building permit in the Prairie Centre Project; and (B) December 31, 2022.

- c. The dollar amount to be contributed by the Developer for Downstream Sewer Improvements pursuant to this paragraph is herein called the “**Developer’s Downstream Sewer Main Contribution**”, and is subject to the provisions below regarding the possible City TIF Reimbursement for Sanitary Sewer.
  
- I. The Subject Property is in the City’s St. Charles Mall redevelopment project area (hereafter, the “**St. Charles Mall TIF District**”) created by the City in 2000 pursuant to the Illinois Tax Increment Allocation Redevelopment Act (the “**TIF Act**”). In 2002 the City issued bonds to fund the demolition of the then-existing buildings on the Subject Property (the “**St. Charles Mall TIF Bonds**”). The City hereby agrees that all incremental tax revenues received by the City from and over the remaining life of the St. Charles Mall TIF District, as same may be extended (hereafter “St. Charles Mall TIF Increment”) shall be used and applied by the City in the following order:
  - (i) First, to pay the amounts, if any, due to any library district and / or to any school district as required by the TIF Act;
  - (ii) Next, to repay amounts that the City has had to advance (loan) for prior shortfalls of incremental revenue and debt service payments;
  - (iii) Next, to retire the St. Charles Mall TIF Bonds as they come due; and
  - (iv) To reimburse the Developer fifty (50%) of the aggregate of (i) the Developer’s Downstream Sewer Main Contribution otherwise required to be paid by the Developer under Section H above and (ii) the design, permitting and constructions costs incurred by the Developer as to any other off-site sanitary sewer improvements made to serve the Prairie Centre PUD (with such reimbursement being herein called the “**TIF Reimbursement for Sanitary Sewer**”). The Developer shall not be entitled to receive any repayments under this subsection (iv) until the priorities in subsections (i), (ii) and (iii) above have first been satisfied; provided, however, if, based on reasonable projections of future TIF revenues, the City concludes in its reasonable judgment, that there will be generated TIF revenues in excess of the amounts required to be first used to satisfy the requirements of subsections (i), (ii) and (iii) above (“**Available TIF Increment**”), then the City shall next apply such Available TIF Increment to annually reimburse the Developer under this clause (iv).
  
- J. The Developer shall be entitled to tie into the City’s existing electricity and transformer system. The Developer shall pay the City’s customary electricity and transformer system connection fee, subject to a credit in favor of the Developer for electrical equipment components existing on the subject property. This connection fee credit shall be in the amount of Fifty-One Thousand Five Hundred Twenty-Six Dollars (\$51,526) as calculated per Section 13.08.062 of the Municipal Code entitled “Existing transformer upgrade.”
  
- K. The City shall not require the Developer to make any other off-site improvements not otherwise shown on the approved Supplemental PUD Plans.
  
- L. All easements previously held by the City upon the Subject Property shall be promptly released by the City at the Developer’s request, to be replaced only with those easements in favor of the City as shown in or contemplated by the approved Supplemental PUD Plans.
  
- M. The Developer shall demolish the former Colonial Ice Cream building (having an address of 2036

Lincoln Highway / IL Rt. 38, St. Charles, IL), at the time of construction of the first phase of the development, along with any and all buildings and other structures located on the Subject Property at the time of adoption of this Ordinance, subject to the issuance of demolition permit from the City. Notwithstanding the foregoing, the Developer may preserve and re-purpose the former Burger King building (having an address of 2076 Lincoln Highway / IL Rt. 38, St. Charles, IL) provided the Developer does so within twenty-four (24) months from the date of adoption of this Ordinance, and otherwise, the Developer shall thereafter, upon demand by the City, demolish same.

- N. With respect to the watermain replacement identified under Section E. above, the developer agrees to pay, and to contractually obligate and cause any and all general contractors and subcontractors to pay the prevailing wages as established by the City, from time to time. With respect to the remainder of the Prairie Center PUD project, the City acknowledges and agrees that the Illinois Prevailing Wage Act is not applicable. Without limiting the generality of the preceding sentence, the Developer shall not be required to provide payroll reports for any portion of the project other than the watermain replacement required under Section E.
- O. The City agrees that it shall promptly review all plans and permit applications submitted to the City by the Developer and shall not unreasonably withhold, condition or delay its review and approval of same.
- P. The entitlements and obligations created by this Ordinance shall run with the Subject Property and, as such, shall be binding upon the Owner and the Developer and their respective successors.
- Q. Prior to the complete build out of the project, and as a courtesy to the City, the Developer shall endeavor to provide notice to the City of any sale or transfer of any portion of the Subject Property (other than an Exempt Transfer, as hereafter defined); it being understood, however, that the failure by the Developer to give such notice shall not be deemed to be a breach or default by the Developer hereunder). Any such notice given to the City shall be via U.S. Certified or Registered Mail to:

City of St. Charles  
Attn: City Administrator  
Two East Main Street  
St. Charles, Illinois 60174  
Attention: City Administrator  
Fax No. (630) 377-4440  
email: cao@stcharlesil.gov

As used herein, the term "Exempt Transfer" shall include any sale or transfer of any portion of the Subject Property to (i) the current members of the Owner (Towne Centre Equities, L.L.C.), (ii) to any trust or other entity owned or controlled by one or more of such members, (iii) to any affiliate of Towne Centre Equities, L.L.C.; (iv) to the Developer or the Developer's affiliate(s); or (v) to any trust or other entity owned or controlled by Kent Shodeen or any member of his family.

**Exhibit "F"**  
**Parking Calculations**

<b><u>Required Parking*</u></b>						
<u>Use</u>	<u>Qty*</u>	<u>Unit</u>	<u>Spaces Required</u>	<u>per</u>	<u>unit</u>	<u>Line Total Required</u>
Residential 1 Bedroom	280	Unit	1.2		Unit	336.00
Residential 2 Bedroom	315	Unit	1.7		Unit	535.50
Senior Independent Living	<u>75</u>	Unit	0.25		Unit	18.75
Sub-Total	670	Units				
Personal services (salon)	20,000	GSF	3	1000	GSF	60.00
Health and fitness	5,000	GSF	5	1000	GSF	25.00
Retail, indoor recreation, amuse	52,000	GSF	4	1000	GSF	208.00
Medical, dental, office	6,000	GSF	4	1000	GSF	24.00
Coffee or Tea Room	6,000	GSF	5	1000	GSF	30.00
Restaurant, Tavern/bar	<u>33,150</u>	GSF	10	1000	GSF	331.5
Sub-Total	120,318	GSF				1568.75
15% Reduction for Shared Parking						-235.31
<b>Required Parking</b>						<b><u>1333</u></b>
<b>*Use actual quantities</b>						

**Exhibit "G"**  
**Affordable Housing Agreement**

Affordable Housing Agreement

This Agreement, dated as of this \_\_\_ day of \_\_\_\_\_, 2017, between Shodeen Group, L.L.C., a Delaware limited liability company ("**Applicant**"), Towne Centre Equities, L.L.C., a Delaware limited liability company ("**Owner**"), and the City of St. Charles, Illinois, an Illinois municipal corporation ("**City**").

**DEFINITIONS**

- A. "**Inclusionary Housing Ordinance**" shall mean the City's ordinance bearing said name and contained in Title 19 of the City's Municipal Code.
- B. "**Project**" means the Prairie Centre Project, as approved by the City under the Specified Zoning Ordinance.
- C. "**Specified Zoning Ordinance**" means the City's ordinance number 2017-Z-\_\_\_\_\_, pertaining to the Project.
- D. "**Senior Affordable Project**" means a building or buildings comprised of residential units where the occupancy is restricted to residents age 55 or older, and the units meet the definition of an affordable unit in the Inclusionary Housing Ordinance.

**RECITALS**

WHEREAS, the Owner and Applicant petitioned the City for its approval of the Project; and

WHEREAS, in addition to the City's Plan Commission holding public hearings as to the Project, the City's Housing Commission did receive and consider at a public meeting the Applicant's Inclusionary Housing Worksheet submitted by the Applicant pursuant to the City's Inclusionary Housing Ordinance, Chapter 19.02, and recommended approval of a variance to Section 19.02.100 "Location, Phasing and Design" to allow the Developer, at its discretion, to place the affordable units to be provided in one or more buildings instead of being dispersed among the market rate dwelling units as required by Section 19.02.100.A, and

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

NOW, THEREFORE, as part of the City's approval of the Specified Zoning Ordinance, and as a condition thereof, it is agreed as follows:

**AGREEMENT**

Pursuant to Section 6f of the Specified Zoning Ordinance, and to the requirements of the Inclusionary Housing Ordinance, the City and the Applicant do hereby agree as follows. Capitalized terms used but not otherwise defined herein shall have the meanings as set forth in the Inclusionary Housing Ordinance.

1. For a period of three (3) years from and after the date of passage of the Specified Zoning Ordinance (the "**3-Year Period**"), the Developer shall reserve buildings C3 and B2 on the PUD Site Plan for use only as a Senior Affordable Project containing not less than the lesser of (i) minimum number of Affordable Units required to comply with the requirements of the City's Inclusionary Housing

Ordinance as in effect as of the expiration of the 3-Year Period or (ii) ten percent (10%) of the non-“affordable” residential units constructed by the Developer. For the absence of doubt, recognizing that a Senior Affordable Project requires special financing often involving publicly awarded tax credits, and that the Developer does not normally engage in such projects, the Developer shall not be expected to itself develop and construct such a Senior Affordable Project, but may instead use good faith efforts to find a third-party developer for same. In the event that, as of the expiration of the 3-Year Period, the Developer has been unable to cause a third party to commit to develop the Senior Affordable Project at the aforesaid location, then the Developer may request that the City Council review an alternate proposal to comply with the Inclusionary Housing Ordinance then in effect. The City Council shall review the developer’s proposal and may, at its sole discretion, agree to amend this Affordable Housing Agreement.

2. As a variation to the requirements of Section 19.02.100.A of the Inclusionary Housing Ordinance, “Location of Affordable Units.” if Affordable Units are constructed on the Subject Property, those Affordable Units may, at the election of the Applicant, (A) be grouped together in a Senior Affordable Project or otherwise (B) shall dispersed within multiple buildings within the Project. The Developer shall not be required to include Affordable Units within any buildings constructed during the 3 Year Period referenced under Item 1.
3. During the 3-year Period referenced under Item 1, the project shall not be subject to Section 19.02.100.B of the Inclusionary Housing Ordinance, “Phasing of Permits.” Thereafter, the project shall comply with the following:

<b>Percentage of Units Constructed after the 3 year period (out of the total units remaining to be constructed)</b>	<b>Required Percentage of Affordable Units to be Constructed (based on the requirement for the entire project)</b>
Up to 50%	At least 30%
Up to 75%	At least 60%
Up to 100%	100%

4. As provided in Section 19.02.110 of the Inclusionary Housing Ordinance, with respect to the pricing of Affordable Units, it is agreed that such Affordable Units may be offered either “for sale” or “for lease”, and will be priced for sale or lease in accordance with Section 19.02.110.
5. As provided in Section 19.02.120 of the Inclusionary Housing Ordinance, the Affordable Units shall only be sold or leased by the Applicant to, and occupied by Eligible Households.
6. As provided in Section 19.02.090 of the Inclusionary Housing Ordinance, Affordable Units constructed on the subject property shall be entitled to the Development Cost Offsets identified in said section, including waiver of all building permit, demolition, and plan review fees required by Title 15 of the St. Charles Municipal Code, sewer and water connection fees required by Title 13 of the St. Charles Municipal Code, and cash contributions (when required in lieu of park and school land dedications) as required by Title 16 of the St. Charles Municipal Code, but only relative to the required Affordable Units constructed within the Residential Development.

7. It is further agreed that:

- (a) Notwithstanding the provision of Section 19.02.130(3) of the Inclusionary Housing Ordinance, no marketing plan separate and distinct from the marketing plan to be used by the Applicant for the market-rate units within the Project shall be required;
- (b) No “alternative affordable housing plan”, as otherwise contemplated by Section 19.02.130(5) of the Inclusionary Housing Ordinance, has been requested by the Applicant and none is being hereby approved.

8. This Agreement, and the rights and obligations of the parties hereto, shall be binding upon the parties and their respective grantees, successors and assigns.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

SHODEEN GROUP, L.L.C.

CITY OF ST. CHARLES

By: \_\_\_\_\_  
David A. Patzelt, Senior Vice President

By: \_\_\_\_\_  
Raymond P. Rogina, Mayor

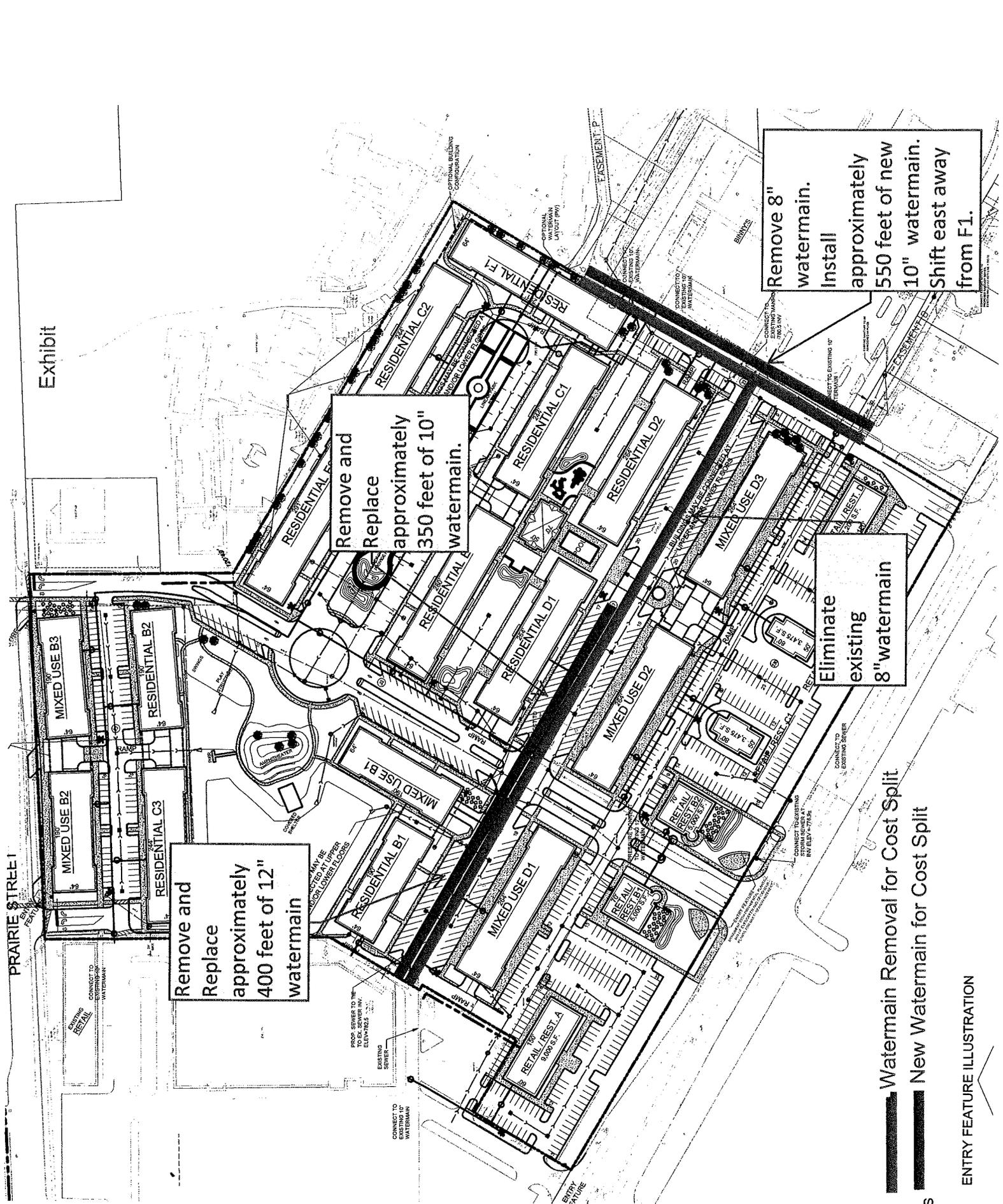
Attest:

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

**Exhibit “H”  
Sign Requirements**

<b>Type</b>	<b>Number/Location</b>	<b>Setback from ROW</b>	<b>Maximum Area</b>	<b>Maximum Height</b>	<b>Other requirements</b>
<b>Development Identification Sign</b>	Two at central entrance from Rt. 38 One at each other entrance from a public street One at each public street entrance, (2 signs on Prairie St., 4 on Rt. 38)	5 ft.	Area 75 sf	8 ft.	Monument sign only, cannot be internally lit, must display development name and/or logo only
<b>Shopping Center Signs</b>	Two permitted along Rt. 38	10 ft.	1 <sup>st</sup> sign: 225 sf 2 <sup>nd</sup> sign: 100 sf	1 <sup>st</sup> sign: 30 ft. 2 <sup>nd</sup> sign: 15 ft.	
<b>Freestanding Signs for Retail/ Restaurant Buildings</b>	One per building	10 ft.	50 sf.	8 ft.	Monument sign only
<b>Wall Signs</b>	Mixed Use buildings: One per business on each wall/frontage of the business  Retail/Restaurant Buildings: -For single tenant buildings, 1 per wall -For multi-tenant buildings, 1 per business on each wall/frontage of the business		1.5 sf times the linear width of the wall		
<b>Awnings/ Canopies</b>	1 per business on each wall/frontage of the business		Lettering = 1 sf per linear ft. frontage of awning/canopy		Awnings shall be made of cloth. Backlit awnings are prohibited.
<b>Projecting Signs</b>	1 per business		18 sf		Maximum 4 ft. projection from wall
<b>Banners on freestanding poles</b>	Permitted on all light poles	5 ft.	18 sf		

**Exhibit "I"**  
**Existing Watermain Replacement**



Exhibit

Remove and Replace approximately 400 feet of 12" watermain

Remove and Replace approximately 350 feet of 10" watermain.

Remove 8" watermain. Install approximately 550 feet of new 10" watermain. Shift east away from F1.

Eliminate existing 8" watermain

Watermain Removal for Cost Split.  
New Watermain for Cost Split

ENTRY FEATURE ILLUSTRATION

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 March 6, 2017, the Corporate Authorities of such municipality passed and approved Ordinance No. 2017-Z-5, entitled

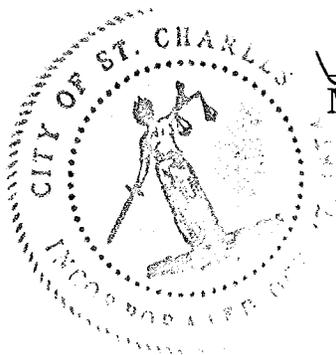
"An Ordinance Granting Approval of a Special Use for  
Planned Unit Development and PUD Preliminary  
Plan (Prairie Centre PUD –  
former St. Charles Mall Site)"

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

The pamphlet form of Ordinance No. 2017-Z-5, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on March 13, 2017, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

**DATED** at St. Charles, Illinois, this 6th day of March, 2017.

(S E A L)



*Nancy Garrison*  
Municipal Clerk



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4c

Title:	Recommendation to approve a proposal from WBK Engineering for developer-reimbursable final engineering plan review and stormwater review services for Prairie Centre.
Presenter:	Russell Colby

Meeting: Planning & Development Committee

Date: January 16, 2018

Proposed Cost: \$44,950	Budgeted Amount: Developer Reimbursable	Not Budgeted: <input type="checkbox"/>
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**Executive Summary** *(if not budgeted please explain):*

WBK has been engaged on the engineering plan review and stormwater review for Prairie Centre throughout the duration of the project review.

WBK is currently engaged in the final-level engineering and stormwater review under a contract entered with the City in May 2017. The contract was an estimate of hours based on an assumed number of plan reviews, for a not-to-exceed cost of \$21,200. In order to keep the plan review progressing, staff recently authorized a change order to add additional hours to the contract totaling \$3,750. This change order, combined with the original contract amount, is approaching the \$25,000 threshold for City Council approval.

Due to the complexity of the review and the responses from the applicant's engineer, additional hours will be necessary to complete the review. Additionally, WBK is now further supplementing the city staff review due to a vacancy in the City's Development Engineer position.

Staff asked WBK to provide a conservative estimate of the cost to complete the review. WBK assessed the developer's recent plan submittal and response to comment letters and estimated the number of hours needed, assuming a need for three plan reviews. This would increase the total cost to \$44,950.

The full cost of this contract is developer-reimbursable by the applicant, Shodeen Group LLC. For consultant review projects of this magnitude, the City requires the developer to provide a deposit upfront for the entire cost of the contract before authorizing work to begin. Shodeen has been diligent and responsive with providing the required funds for the project review.

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

May 2017 WBK contract, Change Order No. 1, Proposed Change Order No. 2

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

Recommendation to approve a proposal from WBK Engineering for developer-reimbursable final engineering plan review and stormwater review services for Prairie Centre.



## **Proposal for Prairie Centre Final Engineering Review**

City of St. Charles

May 26, 2017

Mr. Chris Bong  
Development Engineering Division Manager  
City of St. Charles  
Two East Main Street  
St. Charles, IL 60174

**Subject: Proposal for Professional Engineering Services  
Prairie Centre Final Engineering Review, St. Charles, IL**

Dear Mr. Bong:

WBK Engineering, LLC is pleased to provide this proposal to the City of St. Charles for professional engineering services for the Prairie Centre re-development project. WBK looks forward to the opportunity to continue to assist the City of St. Charles in the evaluation of the site engineering design and plat documentation. Included below is our understanding of the assignment, scope of services, project assumptions, and estimate of fee.

### **UNDERSTANDING OF THE ASSIGNMENT**

The City has approved a preliminary re-development proposal for an open parcel of land directly north of IL Route 38 (Lincoln Highway), south of Prairie Street, and east of Randall Road, just east of the Jewel-Osco building. The proposed re-development site previously hosted the St. Charles Mall. Accordingly, the City is interested to have final engineering documents reviewed for compliance with the City of St. Charles requirements.

### **SCOPE OF SERVICES**

It is assumed three submittals will be made prior to approval of the plans. If additional submittals are required or made as a result of the review process or plan changes, additional review time outside the scope of this agreement will be required.

### **TASK 1. FINAL SUBDIVISION DOCUMENT REVIEW**

Final subdivision documents have been submitted for review. These include:

- Final Stormwater Management Report

WBK Engineering, LLC  
WBKEngineering.com



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

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

- Final Plat of Subdivision
- Final Engineering Plans

Our review will include the following tasks:

The Stormwater Management Report Review will include:

- **Stormwater Storage Volumes** – Determine if final volumes are adequate based on preliminary plans and basin routing.
- **Off-site flow conveyance** – Determine the location and extent of off-site areas and flows tributary to the project and the means by which they will be facilitated through the project.
- **Downstream Evaluation** – Determine the suitability of project outfalls comparing existing to proposed flow rates and volumes relative to existing and future land uses.
- **On-Site conveyance** – Review the on-site conveyance systems (storm sewers and overflow routes) to determine adequacy of the same for final engineering.

The Engineering Plan, and Plat Review will include:

- **Utility Routing** – Determine if final utility routing and connection to existing City utilities are reasonable and adequate to serve the project and function as part of the network serving all users of the City utility system. This includes water main, sanitary sewer and storm sewer routing.
- **Access and Circulation** – Review general traffic patterns and location for access to determine suitability and compatibility with adjacent uses and roadways / access drives.
- **Plat** – Determine suitability of easements and ROW for City maintenance and access to public utilities and quasi-public facilities such as stormwater basins. Includes review of easement provisions and easement geometry.

WBK will provide the City with a comment letter that can be issued to the developer for response. Comments will be returned to the Client within (10) ten working days of the approved WBK review proposal. We anticipate a second and third review cycle including full document resubmittal and response to initial review comments. We expect all comments to be adequately addressed with the third submittal. A fourth review is not included in the scope at this time but can be added as a supplemental service if required.

## TASK 2. PUBLIC MEETING PARTICIPATION / COORDINATION

It is noted that limited meeting time with City staff is included in Task 1 and no public meeting or third party coordination (i.e. IDOT) is included. Accordingly, we have provided a budget of 4 hours of additional public meeting participation and staff coordination as part of Task 2. This includes but is not limited to participation at City Council meetings. No time will be billed against this task unless specifically authorized by City staff for public meeting or coordination purposes.

ESTIMATE OF FEES

Task #	Task Name	Fee
Task 1	Final Subdivision Documents and Calculation Review	\$20,000
Task 2	Public Meeting Participation / Coordination	\$1,200
<b>TOTAL FEE – NOT TO EXCEED</b>		<b>\$21,200</b>

We establish this contract in accordance with the terms and conditions of our Master Development Review Agreement dated June 6, 2016.

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

Sincerely,



Greg Chismark, PE  
Municipal Practice Principal



Justin Benham, PE  
Project Engineer

Encl:

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



BY: \_\_\_\_\_

TITLE: Development Engineering Division Manager

DATE: 6-27-17

Project Name

**ESTIMATED PERSON HOURS  
BY TASK & CLASSIFICATION**

TASK/DESCRIPTION	Engineer VI Greg	Engineer III Justin	Engineer II Mark	Engr. Tech. II Russ	Engr. Tech. III Emily	Urban Planner III Anna	Intern Alyssa	Clerical	Staff Hours	
1 Stormwater Report										
2 First Submittal	8	16					4		28	\$3,564
3 Second Submittal	6	12					2		20	\$2,628
4 Third Submittal	4	8					2		14	\$1,782
5										
6 Final Engineering Plans										
7 First Submittal	12	16					4		32	\$4,320
8 Second Submittal	8	12					2		22	\$3,006
9 Third Submittal	4	8					2		14	\$1,782
10										
11 Final Plat										
12 First Submittal	1								1	\$189
13 Second Submittal	1								1	\$189
14 Third Submittal	1								1	\$189
15										\$567
16 Letter										
17 First Submittal	3	6							9	\$1,269
18 Second Submittal	2	3							5	\$729
19 Third Submittal	1	1							2	\$306
20										
21 Meetings and Coordination										
22 Meeting 1	4	4							8	\$1,224
23										
24										
25										
26										
27										
28										
29										
TOTAL HOURS	55	86	0	0	0	0	16	0	157	\$21,177
HOURLY RATE \$/HR	\$189	\$117	\$98	\$98	\$116	\$98	\$45	\$62		
LABOR COST	\$10,395	\$10,062	\$0	\$0	\$0	\$0	\$720	\$0		\$21,177.00

Direct Costs

Total Cost - NOT TO EXCEED

\$21,177.00

**WBK ENGINEERING, LLC**  
**2017 Standard Charges for Professional Services**

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$ 210
Engineer VI	\$ 189
Engineer V	\$ 169
Engineer IV	\$ 142
Engineer III	\$ 117
Engineer II	\$ 98
Engineer I	\$ 84
Engineering Technician IV	\$ 138
Engineering Technician III	\$ 116
Engineering Technician II	\$ 97
Engineering Technician I	\$ 81
Senior Scientist	\$ 178
Environmental Resource Specialist IV	\$ 123
Environmental Resource Specialist III	\$ 97
Environmental Resource Specialist II	\$ 88
Environmental Resource Specialist I	\$ 78
Urban Planner VI	\$ 185
Urban Planner V	\$ 152
Urban Planner IV	\$ 124
Urban Planner III	\$ 98
Urban Planner II	\$ 80
Professional Land Surveyor	\$ 133
Intern	\$ 45
Office Professional	\$ 62
Direct Costs: Copies & Prints, Messenger & Delivery Services, Mileage, etc.	Cost +10%

*Charges include overhead and profit.*

*WBK Engineering, LLC reserves the right to increase  
rates and costs by 5% annually.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

project number



# Change Order

Submitted To:	Russel Colby	Prepared By:	WBK Engineering, LLC
	City of St. Charles		116 W. Main Street, Suite 201
	Two East Main Street		St. Charles Illinois 60174
	St. Charles, IL 60174		(630) 443-7755
Primary Contact:		Primary Contact:	

The following Change Order is applicable to the Proposal dated 05/26/2017 and executed between WBK Engineering, LLC and  
 (mm) / (dd) / (yyyy)

City of St. Charles	for	Prairie Centre Plan Review	for	\$ 21,200
name of client		project name		original fee

## Additional Services

**Task Name:** Additional Engineering Plan Review Servcies

**Deliverable:** Additional Plan review services are necessary as a result of development complexities and the responses from the applicant's engineer. Scope and Deliverables remain the same as the original proposal. The additional fee is estimated at \$3,750 for a TOTAL fee of \$24,950.00.

	<b>\$3,750</b>
	<i>Budget</i>
<b>Budget for Reimbursable Expenses (Cost Plus 10%):</b>	<b>0</b>
<b>Total Amount Budgeted For Additional Services Rendered:</b>	<b>\$3,750</b>

The terms of this Change Order are satisfactory and hereby accepted in accordance with the Schedule of Charges and General Terms & Conditions previously agreed upon in the prior proposal listed above. You are authorized to begin the work as specified. Payments will be made as outlined above.

	<b>Greg Chismark</b>	<small>Digitally signed by Greg Chismark DN: cn=Greg Chismark, o=WBK Engineering, email=gregchismark@wbkengeering.com, ou=WBK Date: 2018.05.09 08:52:21 -0500</small>	1/9/18
Client Authorization By (Please Print):	Signature		Date

17-0216

project number



# Change Order No. 2

Submitted To:	Russel Colby	Prepared By:	WBK Engineering, LLC
	City of St. Charles		116 W. Main Street, Suite 201
	Two East Main Street		St. Charles Illinois 60174
	St. Charles, IL 60174		(630) 443-7755
Primary Contact:		Primary Contact:	

The following Change Order is applicable to the Proposal dated 05/26/2017 and executed between WBK Engineering, LLC and  
(mm) / (dd) / (yyyy)

City of St. Charles for Prairie Centre Plan Review for \$ 24,950  
name of client project name original fee with change Order No 1

## Additional Services

**Task Name:** Additional Engineering Plan Review Services

**Deliverable:** Change Order No. 2 - Plan review services to include review of all drainage / stormwater management aspects and detailed review of utilities and site geometrics. Coordination with City staff and developer is expanded in this Charge Order from the original scope of services until replacement of City Development Review Engineer. This additional fee assumes three review cycles with one detailed review of utility and grading data. Based on prior submittals and the effort to review and seek resolution two review cycles are estimated at \$5,000 each and one (detailed) at \$10,000. The total hours for all three review are estimated at 166 hours. WBK will seek to minimize review hours and point out general discrepancies for the developers engineer to resolve. One detailed review is included once major concepts have been agreed upon and appear to be depicted on the final engineering plans and calculations. Services includes meetings, phone calls and e-mails.

\$20,000

Budget

Budget for Reimbursable Expenses (Cost Plus 10%): 0

Total Amount Budgeted For Additional Services Rendered: \$20,000

The terms of this Change Order are satisfactory and hereby accepted in accordance with the Schedule of Charges and General Terms & Conditions previously agreed upon in the prior proposal listed above. You are authorized to begin the work as specified. Payments will be made as outlined above.

Greg Chismark  
Digitally signed by Greg Chismark  
DN: cn=Greg Chismark, o=WBK Engineering, c=US  
Date: 2018.05.06 08:32:27 -0500

Client Authorization By (Please Print): Signature Date

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4d

Title:

Historic Preservation Commission recommendation to approve Historic Landmark Designation for 411 Prairie St., John Stone House

Presenter:

Russell Colby

Meeting: Planning &amp; Development Committee

Date: January 16, 2018

Proposed Cost: N/A

Budgeted Amount: N/A

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

Susan Olson has nominated her property at 411 Prairie Street for Landmark status.

In accordance with the Zoning Ordinance, the Historic Preservation Commission held a public hearing on the landmark nomination on 12/6/17. The Commission recommended approval of the nomination by a vote of 6-0, based on the criteria listed in the attached resolution.

The house was originally constructed as a one-story structure around 1874 and was located at the corner of Rt. 31/Geneva Road and Prairie Street (the location of what is now the Jalapeno Grill). The house was constructed in the Italianate style. A second floor and porch were later added. A gas station was also attached to the house for time. The house was moved to its current location on Prairie Street in 1931. The building was owned in the 1920s by Henry “Cap” Kohlert, a World War I veteran, two-time Indianapolis 500 race car driver, and an early aviation pioneer in the area. The house maintains the original architectural style and many unique details of the original structure and porch remain intact.

If the Landmark designation is approved by City Council, a Certificate of Appropriateness from the Historic Preservation Commission will be required prior to issuance of a permit for construction, alteration, repair, demolition, relocation, or other material change that affects the exterior architectural appearance of the structure.

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

Historic Commission Resolution, Landmark Nomination

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

Historic Preservation Commission recommendation to approve a Historic Landmark Designation for 411 Prairie St., John Stone House.

## City of St. Charles, Illinois

### Historic Preservation Commission Resolution No. 10-2017

#### **A Resolution Recommending Approval for Landmark Designation (411 Prairie St.- John Stone House)**

WHEREAS, per Section 17.32.060 of the St. Charles Zoning Ordinance, it is the responsibility of the St. Charles Historic Preservation Commission to evaluate applications for Landmark Designation and to make recommendations to the City Council regarding them; and

WHEREAS, the Historic Preservation Commission has reviewed the application for designation of 411 Prairie St. and hereby finds that the Landmark nomination meets one or more of the criteria for Landmark Designation listed in Section 17.32.060.C of the St. Charles Zoning Ordinance based on the historical and architectural significance as described in the following findings:

- 1. The property has character, interest or value which is part of the development, heritage or cultural character of the community, county or nation.**  
**-AND-**
- 2. The property is identified with a person who significantly contributed to the development of the community, county, state or nation.**

The original structure was built as a one story simple hipped roof Italianate house at 602 Geneva Road. The house was utilized as a Mobil Gas Station, before being moved to the current location on Prairie Street in 1931.

Henry "Cap" Kohlert owned the house from 1924 to 1928. Kohlert served in World War I, was a two-time racecar driver in the Indianapolis 500, and an early aviation pioneer in the area. He was involved with the establishment of the original airfield on the site of what is now the DuPage Airport. He also ran an automotive dealership in St. Charles selling Nash and Ford Cars.

- 3. The structure embodies distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction or use of indigenous materials.**

The original structure was built as a one story simple hipped roof Italianate house. A second story was added in 1924. Additions to the east and west sides were added around 1937. There are several layers of stylistic detailing superimposed over a relatively simple Italianate plan, including a broad frieze band with narrow windows placed over the second floor windows. The porch features a number of rare and unique details sometimes seen in the Italianate style: serpentine columns; vestigial arch forms, with rope molding on the inside edge; and a small scaled dentil course at the edge of the porch roof. A transom window located over the front door relates to the tall head trim at the front first floor windows and emphasizes the height of the entrance. Dormers on the house are a later addition and are non-contributing to the Italianate style.

**4. The property is suitable for preservation or restoration.**

The home retains many of the original exterior features visible at the time of its initial construction and later additions. The house has been owned by Susan Olson since 1973 and the exterior is suitable for preservation.

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council that the property known as 411 Prairie St as legally described in Exhibit "A", be designated as a Landmark, and that it be referred to as the "John Stone House", with a construction date of circa 1874.

Roll Call Vote:

Ayes: Pretz, Smunt, Krahenbuhl, Gibson, Kessler, Malay

Nays: None

Absent: None

Abstain: None

Motion Carried.

**PASSED**, this 6th day of December, 2017.

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Chairman

**Exhibit "A"**  
**Legal Description**

LOT 1 AND PART OF LOT 2 OF CREIGER'S SUBDIVISION OF PART OF LOTS 28, 31 AND 32, MOODY'S ADDITION TO ST. CHARLES, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE EAST ALONG THE SOUTH LINE OF PRAIRIE STREET 79.35 FEET; THENCE SOUTH TO A POINT IN THE SOUTH LINE OF SAID LOT 2 THAT IS 93.15 FEET WEST (MEASURED ALONG THE SOUTH LINE OF LOTS 2 & 3 OF SAID SUBDIVISION) FROM THE SOUTHEAST CORNER OF SAID LOT 3; THENCE WEST ALONG THE SOUTH LINE OF SAID LOTS 2 & 1, 93.15 FEET TO THE SAID SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 125 FEET TO THE PLACE OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.  
PIN #09-34-158-012

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



COMMUNITY DEVELOPMENT/PLANNING DIVISION

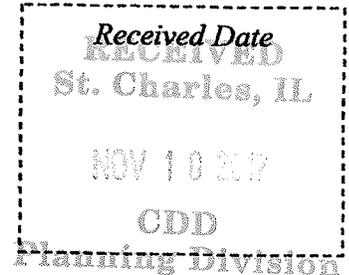
PHONE: (630) 377-4443 FAX: (630) 377-4062

**HISTORIC LANDMARK NOMINATION**

*Instructions:*

*To nominate a property for Historic Landmark Designation, complete this application and submit all required documentation to the Planning Division. Based on a review of the application by City staff and the Historic Preservation Commission, additional detailed information to support this application may be required.*

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



<b>1. Property Information:</b>	Parcel Number(s): 09.34.158-012	
	Property Name (Historic or common name of the property): John Stone House	
<b>2. Applicant:</b>	Name SUSAN A OLSON	Phone 630.377.0167
	Address 411 PRAIRIE ST. ST CHARLES IL 60174	Fax
		Email SOLSON@167@SBC
<b>3. Record Owner:</b>	Name SAME AS ABOVE	Phone GLOBAL, NET
	Address	Fax
		Email
<b>4. Legal Description of Property:</b> The legal description should be obtained from the deed, mortgage, title insurance, or other recorded document (attach sheets if necessary).  SEE ATTACHED		

**I. Classification of Property (Check all that apply):**

a) Ownership:

- private
- public-local
- public-state

b) Category:

- building
- district
- site

c) Integrity:

- original site
- moved: date 1931
- unaltered

d) Function or Use:

Attached  
Gas Station

Historic/Current

- /  agriculture
- /  commercial
- /  educational
- /  government
- /  entertainment

Historic/Current

- /  industrial
- /  military
- /  museum
- /  private residence
- /  park

Historic/Current

- /  religious
- /  scientific
- /  transportation
- /  other(specify)

e) Architecture:

Early Republic

- Federal
- Early Classical
- Revival

Mid-19<sup>th</sup> Century

- Greek Revival
- Gothic Revival
- Italian Villa
- National

Late 19<sup>th</sup>/20<sup>th</sup> Century Revivals

- Beaux Arts
- Colonial Revival
- Classical Revival
- Tudor Revival
- Late Gothic Revival
- Dutch Colonial Revival
- English Cottage
- Italian Renaissance
- French Renaissance
- Spanish/Mission

Regional Origin

- Vernacular (describe)
- \_\_\_\_\_
- \_\_\_\_\_
- Other (describe)
- \_\_\_\_\_
- \_\_\_\_\_

Late Victorian

- 2<sup>nd</sup> Gothic Revival
- Italianate WITH HIP ROOF
- Second Empire
- Queen Ann
- Stick/Eastlake
- Shingle Style
- Romanesque
- Renaissance
- Folk Victorian

Late 19<sup>th</sup> and Early 20<sup>th</sup> Century

- (American Movements)
- Princess Ann
- Homestead
- (Amer. Arts & Crafts Movement)
- Craftsman
- Bungalow
- Foursquare
- Prairie School

Modern Movement

- Modern
- Art Deco
- International Style
- Ranch

**II. Building Materials:**

Please mark the appropriate boxes listing the materials that exist on the building.

	<b>Foundation</b>	<b>Walls</b>	<b>Roof</b>	<b>Others</b>
Wood		X		
Weatherboard, Clapboard		X		
Shingle		X		
Log				
Plywood				
Shake				
Stone	X			
Granite				
Sandstone				
Limestone				
Marble				
Slate				
Brick				
Metal				
Iron				
Copper				
Bronze				
Tin				
Steel				
Lead				
Nickel				
Cast Iron				
Stucco				
Terra Cotta				
Asphalt			X	
Asbestos				
Concrete	X			
Adobe				
Ceramic Tile				
Glass				
Cloth/Canvas				
Synthetics				
Fiberglass				
Vinyl				
Aluminum				
Rubber				
Plastic				
Drivit/EIFS				
Other				

**III. Significance of Property:**

Please indicate source of documentation, if available.

- a) Original Owner: JOHN STONE
- b) Architect/ Builder: JOHN STONE
- c) Significant Person(s): HENRY KOHLERT (SEE ATTACHED)
- d) Significant Dates (i.e., construction dates): CIRCA 1874  
MOVED TO CURRENT LOCATION IN 1931

e) Please indicate which of the following criteria apply to the property:(check all that apply.)

Property has character, interest, or value which is part of the development, heritage, or cultural character of the community, county, or nation.

Property is the site of a significant local, county, state, or national event.

Property is identified with a person who significantly contributed to the development of the community, county, state, or nation.

Structure embodies distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials.

Property is identified with the work of a master builder, designer, architect, or landscape architect whose work has influenced the development of the area, the county, the state, or the nation.

Structure embodies elements of design, detailing, materials, or craftsmanship that are of architectural significance.

Structure embodies design elements that make it structurally or architecturally innovative.

Property has a unique location or physical characteristics that make it a familiar visual feature.

Structure is a particularly fine or unique example of a utilitarian structure with a high level of historical or architectural significance.

Property is suitable for preservation or restoration.

Property is included on the \_\_\_ Illinois and/or \_\_\_ National Register of Historic Places.

Property has yielded, or is likely to yield information important to prehistory, history, or other areas of archaeological significance.

**IV. Attachments**

1. **Descriptive Statement:** Attach a narrative statement describing the property and its historical architectural significance as indicated in Sections I, II, and III above. Describe structural changes, additions, and decorative modifications or material changes and dates of such work if known. State the reasons it should be designated as a Historic property.
2. **Plat of Survey:** Attach a plat of survey showing the boundaries and location of the property. This may be obtained from the County Recorder (630-232-5935) at the Government Center. You may also have one from your house closing.
3. **Photographs:** Attach photographs showing the important structures or features of the property and a photograph as viewed from the public way. Black and white or color prints. A minimum of one photograph of the structure as viewed from the public way is required.

**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.**

 \_\_\_\_\_ 10.30.17  
Record Owner Date

\_\_\_\_\_  
Applicant or Authorized Agent Date

## NARATIVE STATEMENT

Although the current location of this structure is outside the designated Historic District, it maintains the character and historical value requisite of the community and surrounding area.

The original location of the residence was at 602 Geneva Road where the structure was originally built by John Stone during or about 1874.

The original structure was built as a one story simple hip roofed Italianate house and later in 1924 a second story was added to the house. That same year the property was purchased by Harry Kohlert who remained owner of the property until 1928.

During the of residency of the home at 602 Geneva Road, part of the property was used as a mobile gas station.

The home was moved from 602 Geneva Road in 1931 to its current location at 411 Prairie Street. The two additions on the east and west sides of the house were later added to the structure during or around 1937.

The house embodies a unique architectural style and history and should be maintained as an historic structure to further enhance the beauty and character of the community.

411 Prairie Street

Moody's Administrative Addition Block 7 Lot 1 now known as 602 Geneva Rd.

1852: S. Young

1852: S. Young sells to J. Andrews

1863: Andrews sells to John Stone

The 1860 Library of Congress Atlas for Kane County Saint Charles does not show any structure on this site thus eliminating the suggestion that the home was built in 1859.

Circa 1872 home is built on site. There is no concrete reference to actual year thus circa as it is known that a structure exists in 1874.

1874: Stone sells to Z. Thompson

1918: Thompson Quit Claims to E. Wilson

1918: Of the same date in 1918, E. Wilson Quit Claims back to C. Thompson and L. Thompson. {E. Wilson was a minor transferring site.}

1924: Thompson to H. Kohlert

1924: Second floor addition is added per financing documents

1928: Kohlert sells structure to W. Creiger

1928 – 1931: Creiger moves structure from now 602 Geneva Rd to 411 Prairie St known as the Creiger Sub.

1931: Creiger sells to J. Brennan

1936: Brennan sells to S. Erickson and C. Erickson

1958: Erickson sells to A. Lindquist and M. Lindquist

1972: Lindquist sells to L. Fenstermacher and D. Fenstermacher

1973: Fenstermacher sells to S. Olson

2017: Olson still owns the property

# Henry Kohlert

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**Henry 'Cap' Kohlert** (8 March 1892 in St. Charles, Illinois – 18 December 1939 in St. Charles, Illinois) was an American racecar driver and Aviation pioneer. He served in the United States Army 67th Balloon Corps. in World War I. After the war he became an Automotive Mechanic, Automotive Dealer and Race car Driver. He raced a 1924 Miller 122 converted to a supercharged 91 cubic inch per indy rules. He purchased the car from fellow racer and Indy winner Tommy Milton in 1926. He raced in the 1927 Indianapolis 500 replacing Fred Lecklider on lap 19. On lap 49 at the 120 mile mark Cliff Bergere collided with him causing him to be thrown from the car. The car flipped three times in mid-air as Bergere passed underneath. A bystander jumped on the track and pulled him into the infield where he was mistaken for dead. He was rushed to the hospital and was released a few weeks later. During this time he recovered with fellow racer Norm Batten who was burned when his car caught fire in the race. A year later Kohlert qualified for the 1928 Indianapolis 500 and finished 13th. Afterwards he sold the car and bought a 1928 Waco 9 biplane. He leased land from a local farmer and after 3 years sold the interest to the plane and the field to a group of businessmen. The field later became known as Dupage Airport in West Chicago Illinois. All the time he ran an Automotive Dealership in St. Charles Illinois which sold Nash and Ford cars. In 1937 he purchased Norm Batten's Miller Fengler/Junior 8 from Batten's widow. He installed a 122 Miller engine from Harry Hartz's Indy winner and with several modifications included bigger brakes and a better oiling system Kohlert entered the car with Chicago dirt track racer Dennis 'Duke' Nalon at the wheel. The car placed 11th in 1938 and Kohlert came back to qualify with Nalon and the car in 1939 but a broken camshaft ended the run before the car could qualify.



OREGIER'S SUBDIVISION  
OF PART OF LOTS 28, 31 and 32 MOODY'S ADDITION  
to St. Charles, Kane County, Illinois.

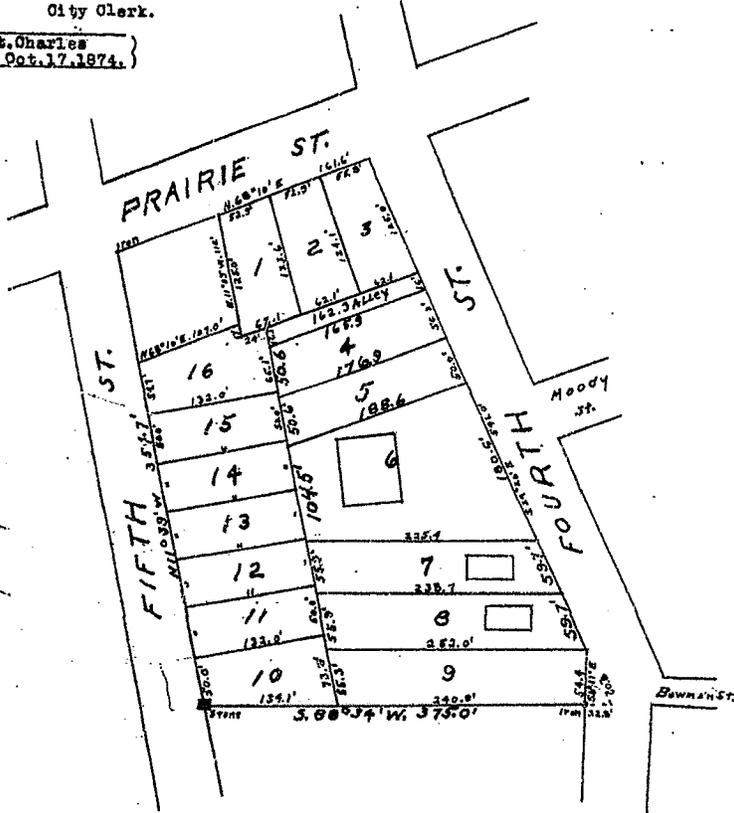
State of Illinois }  
County of Kane } ss.

Approved and accepted by the City Council of the City of St. Charles,  
Illinois, this 19 day of Apr. A. D. 1883.

Attest: P. Hempstead,  
City Clerk.

Henry Roehlke,  
Mayor.

City of St. Charles  
(Incorporated Oct. 17, 1874.)



State of Illinois }  
County of Kane } ss.

I, John W. Wilson, a surveyor, do hereby certify that I have surveyed that part of Lots 28, 31 and 32 of Moody's Addition to St. Charles, Illinois, located in the Southwest Quarter Section 34, T. 40 N. R. 8 East of the Third Principal Meridian, bounded and described as follows: Commencing at the Southwest corner of Fourth and Prairie Streets in the said City of St. Charles, for a place of beginning, thence South 24 degrees twenty minutes East, 541.0 feet, thence South 0 degree 11 minutes East, 54.4 feet, thence South 88 degrees 34 minutes West, 375.0 feet to the East line of Fifth Street, thence North 11 degrees 39 minutes West, 354.7 feet, thence North 88 degrees 10 minutes East 107 feet, thence North 11 degrees 39 minutes West, 113.0 feet to the South line of Prairie Street, thence North 88 degrees 10 minutes East, 161.6 feet along the said South line to the place of beginning. That I have subdivided the above described property as illustrated in the plat above. Distances are given in feet and decimal parts thereof and Lots are numbered consecutively from one to sixteen.

Dated at St. Charles, Illinois, this 8th day of January A. D. 1885.

John W. Wilson,  
Surveyor.

State of Illinois }  
County of Kane } ss.

I, W.R. Oregier owner of the above described property do hereby certify that I caused the same to be surveyed and subdivided into Lots and Alley as shown on the accompanying

MISCELLANEOUS RECORD

plat, and I hereby adopt the same under the name and title of Gregier's Subdivision of part of Lots 28,31 and 32 Moody's Addition.

Given under my hand and seal this 19th day of April A.D.1923.

W.R.Gregier,  
Owner.

State of Ill. }  
County of Kane } S.S.

Subscribed and sworn to this 19th day of April 1923.

Louis Rockwell  
Notary Public  
Kane County, Ill.

Louis Rockwell,  
Notary Public.

State of Illinois }  
County of Kane } S.S.

I, Frank Rockwell a Notary Public in and for said County and State do hereby certify that Washington R. Gregier personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he is the owner, signed and sealed the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 3rd day of May A.D.1923.

Frank Rockwell  
Notary Public  
Kane County, Ill.

Frank Rockwell,  
Notary Public.

My commission expires Nov.1, 1924.

State of Illinois }  
County of Kane } ss.

This is to certify that I, Charles Lowry, County Clerk, in and for the County aforesaid, find no redeemable tax sales or unpaid forfeited taxes against any of the real estate described in the foregoing certificate of John W. Wilson, Surveyor.

Dated at Geneva, Kane County, Illinois, this 4th day of May A.D.1923.

Seal of the County of Kane  
Organized Jan. 18, 1838  
State of Illinois.

Charles Lowry,  
County Clerk.

State of Illinois }  
Kane County } ss.

No. 220720.

This instrument was filed for record the 4th day of May 1923, at 4.25 o'clock P.M. and duly recorded in Book 708 of - Page 347.

Charles Doetschman,  
Recorder.



ST. CHARLES HISTORIC PRESERVATION COMMISSION

**ARCHITECTURAL SURVEY**  
 NEAR WEST HISTORIC DISTRICT  
 ST. CHARLES, ILLINOIS  
 (Revised November 2017)

**Primary Structure**

ADDRESS 411 Prairie Street

ROLL-IMAGE # 101 - 6

CD-IMAGE # 4405 - 6



**ARCHITECTURAL SIGNIFICANCE**

- Significant
- Contributing
- Non-Contributing
- Potential for Individual National Register Designation

**BUILDING CONDITION**

- Excellent
- Good
- Fair
- Poor

**ARCHITECTURAL INFORMATION**

Architectural Style/Type: <u>Simple, hipped-roof Italianate</u>	Exterior Walls (Current): <u>Clapboard/Shingles</u>
Architectural Features: _____	Exterior Walls (Original): <u>Clapboard/Shingles</u>
Date of Construction: <u>Circa 1874</u>	Foundation: <u>Textured CMU</u>
Source: _____	Roof Type/Material: <u>Hipped/Asphalt shingle</u>
Overall Plan Configuration: <u>Simple square w/ additions</u>	Window Material/Type: <u>Wd. trimmed Alum. &amp; Wd. Dbl. hung</u>

**ARCHITECTURAL FEATURES:** There are several layers of stylistic detailing superimposed over a relatively simple Italianate plan. An exaggerated dormer with a broad frieze band, discontinuous at the gable end, and a broad frieze band with narrow windows placed over the 2F windows are typical of the Italianate style. This is not a typical form for that style. The imbrication at the 2F and the scrolled wooden brackets supporting the main roof and the porch roof are typical Italianate elements. The serpentine columns supporting the porch roof are rare and originate from the Baroque style. Some of the more exotic revival styles use this type of expression on occasion. The vestigial arch forms



**ARCHITECTURAL SURVEY**  
NEAR WEST HISTORIC DISTRICT  
ST. CHARLES, ILLINOIS

ST. CHARLES HISTORIC PRESERVATION COMMISSION

411 Prairie Street - Continuation Sheet

**ARCHITECTURAL FEATURES (cont'd):** that spring from the serpentine columns is another curious and rare detail sometimes seen in the Italianate style. There is a rope molding used on the inside edge of the arches. There is a small - scaled dentil course used at the edge of the porch roof. A transom window is located over the front door relates to the tall head trim at the front first floor windows and emphasizes the height of the entrance. Some of the original removable storm windows are still in place.

**ALTERATIONS:** There have been modest single story additions made to both the east and west sides of the house. These are sparsely detailed hipped roof structures placed towards the rear of the house in an attempt to de-emphasize them. Another shed-roofed addition was made to the rear. It too is relatively modestly detailed. This house is said to have been moved to this site from another location.

**HISTORIC INFORMATION:**

---

**ARCHITECT:** \_\_\_\_\_

Source \_\_\_\_\_

**BUILDER:** \_\_\_\_\_

Source \_\_\_\_\_

**ASSOCIATED EVENTS, PEOPLE & DATES:** \_\_\_\_\_

Source \_\_\_\_\_

**REPRESENTATION IN EXISTING SURVEYS:**

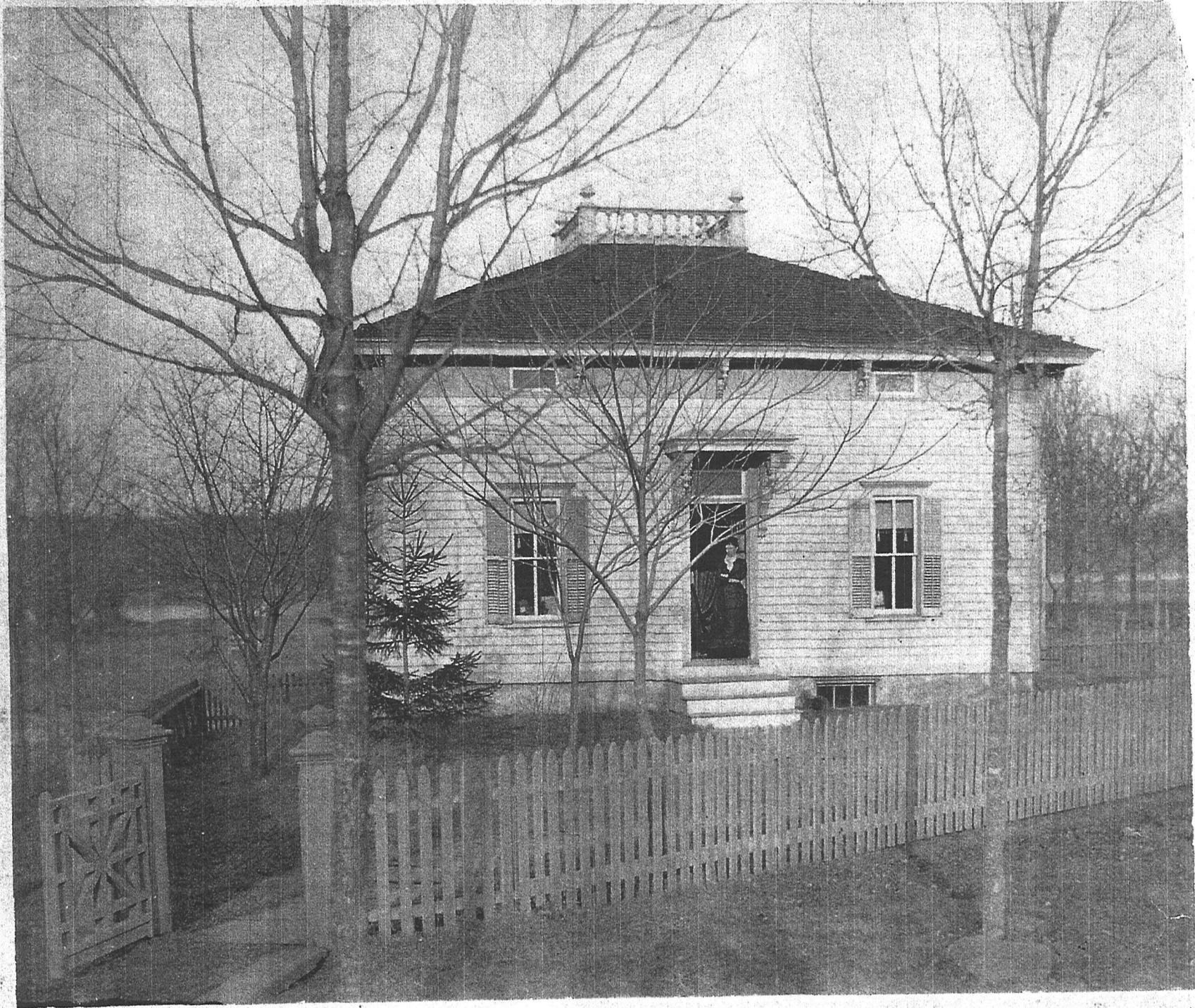
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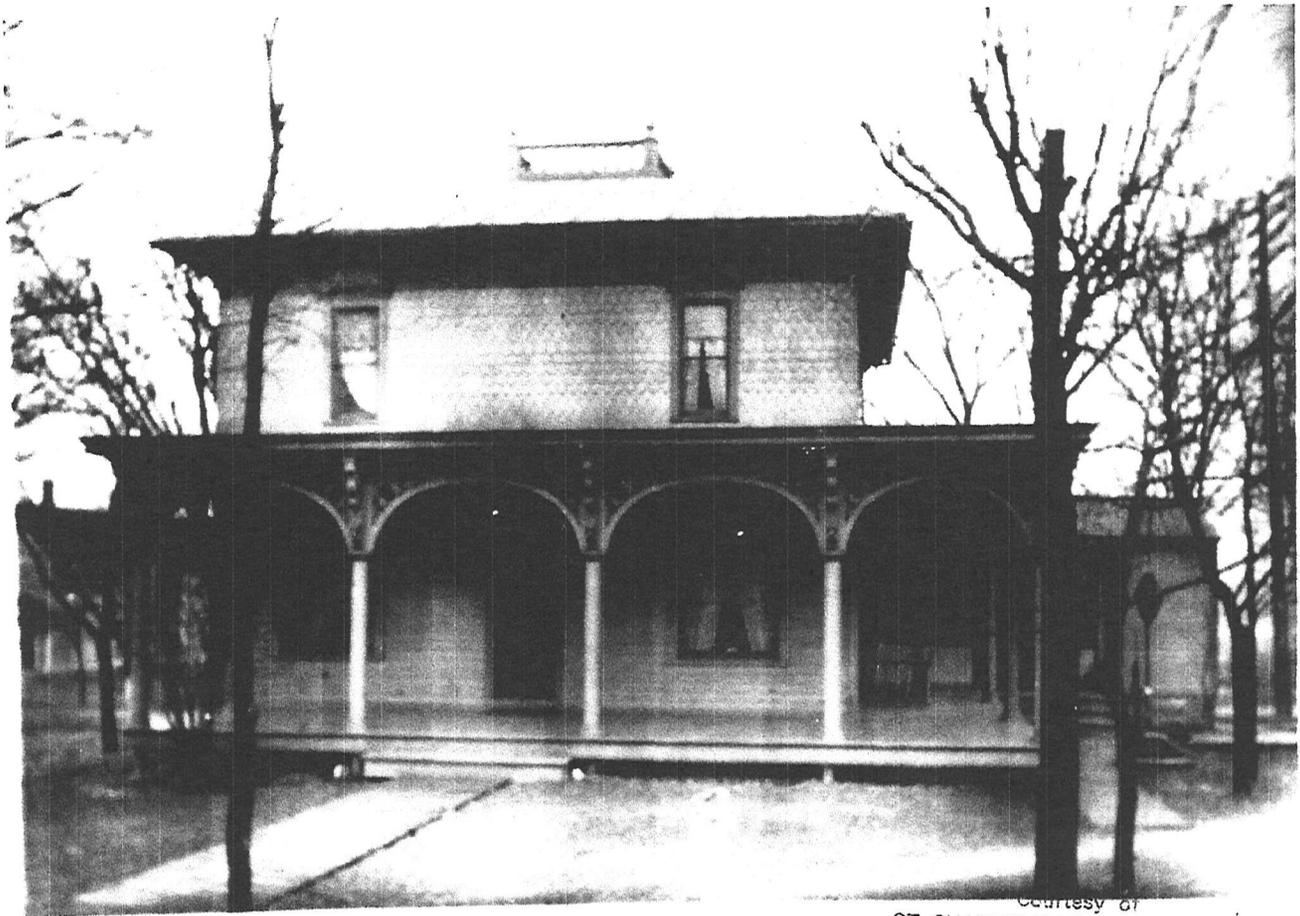
**FEDERAL:** \_\_\_\_\_

**STATE:** \_\_\_\_\_

**COUNTY:** \_\_\_\_\_

**LOCAL:** \_\_\_\_\_





Courtesy of  
ST. CHARLES HISTORICAL MUSEUM



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Wadham's

FREE CASE  
CRANK SERVICE  
WASH GREASE / SERVICE





Community & Economic Development  
Economic Development Division

Phone: (630) 377-4443  
Fax: (630) 377-4062



**STAFF MEMO**

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

**FROM:** Matthew O'Rourke, Economic Development Division Manager

**RE:** Amendments to Chapter 12.40 Corridor Improvement Program of Title 12 Streets,  
Sidewalks, Public Places, and Special Events.

**DATE:** January 9, 2018

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**I. GENERAL INFORMATION**

**Project Name:** Amendments to Chapter 12.40 Corridor Improvement Program of the City's Code of Ordinances (City-Owned Property Improvement Projects)

**Applicant:** City of St. Charles

**Purpose:** Ordinance amendments to expand the Corridor Improvement Program and establish a process to evaluate improvements to specific City-owned properties

**II. BACKGROUND**

The Corridor Improvement Program was established in 2001. The purpose of this program is to enhance the aesthetics of the City's main corridors (Main Street, Kirk Road, and Randall Road) by providing grant funds for landscape enhancements.

Over the last 15 years, the Corridor Commission has worked with a variety of property owners and volunteer groups to facilitate corridor improvement projects. Through these experiences, staff and the Commission have realized that there are opportunities and adjustments that can enhance the program to further the program's goals.

In particular, staff and the Commission periodically review the program to ensure that it remains relevant and continues to further the stated purpose and add aesthetic value to St. Charles. These modifications extend the grant's usefulness to a variety of properties and open up more opportunities. Over the past 10 years, the Commission and staff identified the following substantial modifications through this review process:

**2008** – Created a new set of design guidelines (Exhibit A of the existing ordinance). These provisions clarified (in a visual format) specific design elements to assist property owners preparing grant applications.

**2013** – Modifications to the program to allow financial assistance for landscaping required by the Zoning Ordinance. Previously, only improvements that exceeded the minimum standards were eligible. This amendment also extended program eligibility to properties with frontage on Rt. 38.

**2014** –Added specific gateway properties at the northern and southern corporate limits of St. Charles on Rt. 31 and Rt. 25 as eligible properties. The purpose was to provide opportunities for “welcoming” signage and landscape features at the City’s boundaries.

### **III. PROPOSED NEW PROGRAM**

#### **A. CITY-OWNED PROPERTY IMPROVEMENT PROGRAM PURPOSE:**

The Commission began a review of the current program in the summer of 2017. This year the Commission focused on ways to fulfill the Commission’s purpose in Fiscal Years where there is a low amount of interest from private property/business owners. Through this review, staff and the Commission noticed that “under-utilized” City-owned properties exist in and around the downtown area.

Based on this review, the Commission and staff are proposing a new program to improve these “under-utilized” properties. The focus of this program will create a design plan for one identified property in a given Fiscal Year. This design plan is presented to the City Council for approval to serve as a catalyst for further discussions concerning potential budget needs and the timing of construction.

*(A map and a complete list of these properties are attached to **Exhibit B - City of St. Charles Corridor Improvement Program - City-Owned Property Improvement Projects**)*

#### **B. PROGRAM OUTLINE**

The following list represents the proposed program’s design and approval process:

- Every year on or around December 1, the Commission will examine the amount of funds committed to approved or expected (based on pending applications) grants for the rest of that Fiscal Year.
- If there is low number of approved/expected applications, the Commission will use budgeted funding to examine the next highest scored “under-utilized property” as determined by the City-Owned Property Priority List (Exhibit B)
- The Commission and staff are responsible for soliciting bids to have a professional create a design plan for the property. (For small-scale projects, hiring a professional may not be necessary).
- The Commission will review those bids (or create a small plan) and determine which professional to utilize to generate the plan and estimated project costs.
- Once the professional has created a design plan and cost estimate, this information is presented to the Planning & Development Committee for a recommendation.

- If recommended for approval by the Planning & Development Committee, the plan is placed on a City Council agenda for approval.

#### C. FUNDING

This program utilizes CIC funding from the current Fiscal Year when there is low interest from private property/business owners. These funds are budgeted during the annual budget process and the scope is limited to creating the design plan for the property. Once the design plan is complete, the City Council will have the discretion to instruct staff to proceed. The following list represents the most likely direction options for City Council to provide staff:

- Proceed with construction using unused funds (if sufficient) in the CIC budget
- Budget for these improvements in the next Fiscal Year
- Hold off on budgeting for this improvement until a later date and place the design plan on file
- Not move forward with construction of the design plan in any Fiscal Year

The Commission’s priority is still private property/business owners interested in the Corridor Improvement Program. In years where sufficient interest from private property/business owners exists to expend all budgeted funds, the Commission will not pursue a design plan for a City-owned property.

### IV. PROPOSED ORDINANCE AMENDMENTS

The following sections highlight the modifications to **Chapter 12.40 Corridor Improvement Program** of the City’s Code of Ordinances that the Corridor Improvement Commission and staff are proposing to create the proposed **City-Owned Property Improvement Projects** program (*the complete text of these proposed amendments and exhibits are attached to this memo*):

#### A. SECTION 12.40.020 DEFINITIONS

The following new definitions create the necessary terminology to facilitate these City-owned property improvements:

***“City-Owned Property”***

A designated parcel or area of right-of-way identified in the City-Owned Properties Corridor Improvement Program Description attached to this Ordinance as “Exhibit B” and incorporated herein by this reference.

***“City-Owned Property Improvement Project”***

An improvement project on one of the designated City-Owned Properties identified in “Exhibit B” City-Owned Properties Corridor Improvement Program Description.

#### B. SECTION 12.40.070 CITY-OWNED PROPERTY IMPROVEMENT PROJECTS

This is an entirely new section of **Chapter 12.40 Corridor Improvement Program**. This section creates the formal mechanisms and process for the Corridor Commission and City Council to create, review, and approval a design plan for an identified City-owned property.

C. EXHIBIT B

The proposed *Exhibit B City of St. Charles Corridor Improvement Program - City-Owned Property Improvement Projects*, further outlines the design plan creation and approval process. This Exhibit also establishes a set of design guidelines and identifies eligible City-owned properties by location and priority status.

V. **PUBLIC WORKS DEPARTMENT’S REVIEW**

The Public Works Department was consulted while developing this proposal. In particular, coordinating future budget items and overseeing construction of these projects. Public Works staff has reviewed the proposal and did not express any concerns with the concept or assisting with this program.

VI. **LEGAL REVIEW**

Staff asked the City’s Legal Counsel review the program. Counsel did not see any legal issues with the attached ordinance amendments and program description.

VII. **CORRIDOR COMMISSION RECOMMENDATION**

The Corridor Commission began discussing the proposed amendments at the September 6, 2017 meeting. The Commission performed a formal review of the amendments during the December 6, 2017 meeting and recommended approval at the January 10, 2018 meeting. The vote was 4-Aye, 0-Nay, and 2-Absent.

VIII. **RECOMMENDATION**

Staff recommends approval of the amendments to Chapter 12.40 Corridor Improvement Program of the City’s Code of Ordinances (City-Owned Property Improvement Projects)

IX. **ATTACHMENTS**

- Draft Ordinance Amendments to Chapter 12.40 Corridor Improvement Program
- Draft Exhibit B City of St. Charles Corridor Improvement Program - City-Owned Property Improvement Projects

## 12.40 – City Corridor Improvement Program

### Sections

- 12.40.010 – Purpose
- 12.40.020 – Definitions
- 12.40.030 – Corridor Improvement Commission: membership
- 12.40.040 – Duties of the Corridor Improvement Commission
- 12.40.050 – Grant application procedure
- 12.40.060 – Corridor Improvement agreements
- 12.40.070 – Funding source

### 12.40.010 – Purpose

The purpose of this Chapter is to promote and protect the public health, safety and welfare by establishing the Corridor Improvement Program and providing for the administration thereof. The Corridor Improvement Program is intended to improve the aesthetics of Eligible Properties by providing financial assistance to property owners or tenants to subsidize the construction of Eligible Improvements. Said improvements shall:

1. Enhance the overall economic vitality and character of the City through improvement of private property and public rights of way adjoining eligible properties; and,
2. Protect the general welfare by aesthetically enhancing Eligible Properties; and,
3. Create and maintain physical improvements that enhance community character by providing unique and familiar visual features.

(2013-M-39 : § 2; 2009-M-8 : § 1; 2001-M-24 : § 1)

### 12.40.020 – Definitions

As used in this Chapter, the following terms shall have the meanings set forth herein:

#### “Corridor Improvement Agreement”

An agreement between a property owner or tenant and the City that provides for the amount of the Corridor Improvement Grant, the improvements to be completed and the responsibilities of the property owner or tenant.

#### “CIC”

The St. Charles Corridor Improvement Commission.

#### “City-Owned Property”

A designated parcel or area of right-of-way identified in the City-Owned Properties Corridor Improvement Program Description attached to this Ordinance as “Exhibit B” and incorporated herein by this reference.

#### “City-Owned Property Improvement Project”

An improvement project on one of the designated City-Owned Properties identified in “Exhibit B” City-Owned Properties Corridor Improvement Program Description.

### Corridor Improvement Grant

Financial assistance to Grant Recipients to reimburse the cost of Eligible Improvements. Grants may be awarded in the specific forms set forth in the program description attached to this Ordinance as “Exhibit A”, and incorporated herein by this reference.

“Eligible Improvements”: The design, purchase and planting or construction of Landscaping Materials on an Eligible Property or City-Owned Property, including related site preparation.

### “Eligible Properties”

Properties located within the corporate limits of the City of St. Charles and have frontage on main Street (Route 64), Randall Road, Lincoln Highway (Route 38), Kirk Road, are located in the Downtown Special Service Area (SSA-1B), located in a public right-of-way adjoining and Eligible Property, City-Owned Property, or in one of the Key Gateway areas identified in Exhibit A.”

### “Grant Recipient”

The owner of record, tenant of an Eligible Property or such other party having a legal interest therein or a non-profit 501(c)(3) organization that is installing Landscaping Materials on an Eligible Property.

### “Landscaping Materials”

Plants, trees, shrubs, bulbs, flowers, hardscape materials (decorative fencing, berming, decorative walls, statuary, and the like), and other similar elements approved by CIC.

(2014-M-43: § 1; 2013-M-39 : § 2; 2009-M-8 : § 1; 2001-M-24 : § 1)

### 12.40.030 – Corridor Improvement Commission: membership

- A. Establishment. The St. Charles Corridor Improvement Commission is hereby established.
- B. Authority. The CIC shall have only those powers and duties provided for in this Chapter 12.40.
- C. Membership. There shall be seven (7) members of the CIC, appointed by the Mayor with the advice and consent of the City Council.
- D. Qualifications. CIC members shall be chosen based upon their professional knowledge, commitment to the community and who are:
  1. A design professional such as a landscape architect, landscape designer or artist; or
  2. A land development professional such as a real estate developer, realtor, construction contractor/planner or civil engineer; or
  3. The owner or manager of a business located in the City of St. Charles; or
  4. An “at large” member who resides in the City corporate limits, but does not necessarily own a business or work within the City; or
  5. Possess other beneficial skills that include, but are not limited to financial/accounting knowledge, interest in the arts (especially a working knowledge of public art) and riverfront issues such as design or ecology.
- E. Terms.
  1. Except as provided for herein, members shall be appointed to a term of three (3) years. Of the first five (5) members of the Board, two (2) members shall serve from their dates of appointment through April 30, 2010, and three (3) members shall serve from their dates of appointment through April 30, 2011.

2. All future terms shall expire on April 30 of the last year of their respective terms. Members whose terms have expired shall continue to serve until a successor is appointed, except if a member is removed for cause.
- F. Removal. Members may be removed from the CIC for cause, upon the recommendation of the Mayor or a motion proposed by the City Council, by a two-thirds (2/3) majority vote of the City Council. Any member of the CIC who fails to attend one-third (1/3) or more of the meetings held within any six (6) month period may be so removed.
- G. Compensation. No person shall receive compensation for serving as a member of the CIC.
- H. Officers. The CIC shall elect from its membership a chairperson and a vice-chairperson, and such other officers as it may determine. Officers shall serve for terms of one (1) year, commencing May 1 and ending April 30 of the following year, and shall be eligible for re-election.
- I. Quorum. A quorum shall consist of a majority of the members then sitting on the CIC. Official actions shall be made by a majority of those members present at any meeting where a quorum exists.
- J. Meetings. Meetings shall be held at regularly scheduled times or at the call of the chairperson in accordance with the Illinois Open Meetings Act. Minutes of the proceedings of each meeting shall be made and kept as required by law.

(2009-M-8 : § 1; 2001-M-24 : § 1)

#### 12.40.040 – Duties of the Corridor Improvement Commission

- A. Duties. The CIC shall perform the following duties:
1. Adopt rules of procedure for regular and special meetings to fulfill the duties imposed upon it by this Chapter, consistent with Robert’s Rules of Order (10<sup>th</sup> Edition).
  2. Review all applications for Corridor Improvement Grants.
  3. Make recommendations to the City Council for approval of Corridor Improvement Grants.
  4. Advise the City Council on any matter pertaining to this Chapter and its enforcement, including, but not limited to, the following:
    - a. Amendments to this Chapter.
    - b. Policy concerning streetscape (both public and private streetscape).
    - c. Administration of the Corridor Improvement Grant Program.
    - d. Improvements on City-Owned Properties
- B. Coordination with other City Commissions. The recommendations and policies of the CIC shall complement the recommendations, decisions, and policies of the Plan Commission, Tree Commission and Historic Preservation Commission. Any recommendation, proposed policy, or proposed work in conflict with other City Commissions shall be resolved by the City Council.

(2009-M-8 : § 1)

#### 12.40.050 – Grant application procedure

- A. Applications for Corridor Improvement Grants shall be made to the CIC by completing the application form available from the Community Development Department.
- B. The CIC shall evaluate all Grant applications based upon its ability to satisfy the goals and priorities of the CIC.
- C. The CIC shall consider all applications at one or more of its public meetings. The CIC shall render a decision to recommend approval or denial of the Grant application in a timely manner.
- D. The City Council shall consider the recommendations from the CIC in making decisions regarding approval of Grant applications.
- E. Grants shall be awarded to reimburse Grant Recipients for costs as set forth in this Ordinance.

(2009-M-8 : § 1; 2001-M-24 : § 1)

#### 12.40.060 – Corridor Improvement agreements

Grant Recipients shall execute a Corridor Improvement Agreement in a form satisfactory to the City. The terms of said Agreement shall include, but not limited to:

- A. The Corridor Improvement Grant shall only be used for Eligible Improvements.
  - 1. The Eligible Improvements shall exceed the minimum landscaping requirements of St. Charles Title 17 of the City Code (Zoning Ordinance) and all other provisions of the City Code. In the event that an Eligible Property is subject to a Planned Unit Development (PUD), the proposed improvements must exceed the landscaping required by the applicable PUD landscape plan.
  - 2. Only projects that include improvements considered “above and beyond” any improvements required by Title 17 of the City Code (Zoning Ordinance) as determined by recommendation of the Corridor Improvement Commission and approved by the City Council are eligible for reimbursement. Landscape materials and quantities that only meet the minimum requirements of the Zoning Ordinance will not be considered for a Corridor Improvement Grant.
  - 3. In no event shall Corridor Improvement Grant funds be used for permit or other fees imposed by a governmental entity.
- B. Eligible Improvements shall be completed in strict accordance with a landscaping plan approved by the CIC. Approved landscape plans shall comply with the City Code and the program description. The Director of Community Development may, at his or her discretion, approve minor revisions to said plan due to the unavailability of Landscape Materials, delayed due to weather, availability of materials or other circumstances beyond the reasonable control of Grant Recipients.
- C. Eligible Improvements shall be completed in a timely manner.
  - 1. All Eligible Improvements shall be completed within two hundred-seventy (270) calendar days of the execution of the Corridor Improvement Agreement. The City may, at its sole discretion, authorize an extension of up to two hundred-seventy (270) calendar days. In the event that the Eligible Improvements are not complete in the time provided by the Corridor Improvement Agreement (or extension thereof as the case may be) the City shall not be obligated to reimburse Grant Recipients after the date of expiration.

2. Construction of the Eligible Improvements shall not commence prior to the execution of the Corridor Improvement Agreement; improvements constructed prior to the execution of said Agreement shall not be eligible for Grant funds.
- D. Disbursement procedures; reimbursement of costs.
1. Upon completion of the Eligible Improvements, Grant Recipients shall submit copies of all design invoices, contractor's statements, other invoices, proof of payment and notarized final lien waivers to the Director of Community Development. Grant funds shall not be disbursed without supporting documentation.
  2. Notwithstanding any other provision herein, the Director of Community Development may, at his or her discretion, authorize disbursement of Grant funds before the Eligible Improvements are completed if: (a) at least forty percent (40%) of the Eligible Improvements are constructed; and (b) design invoices, contractor's statements, other invoices, proof of payment, and notarized final lien waivers have been submitted; and (c) the completion of the remaining Eligible Improvements are delayed due to weather, unavailability of Landscaping Materials or other circumstances beyond the reasonable control of the Grant recipients.
- E. Grant Recipients shall maintain the Eligible Improvements without alteration for five (5) years after the execution of the Corridor Improvement Agreement. A restrictive covenant limiting alterations may be required by the City Council at the time of approval of the Corridor Improvement Agreement; the City Council may subsequently waive the requirement following a recommendation from the Corridor Improvement Commission and Director of Community Development, upon submittal of evidence of hardship or unusual circumstances.
- F. Grant Recipients shall expressly acknowledge that Corridor Improvement Grants may be subject to Federal, State and local taxes and as such, they have consulted with their attorney or tax advisor. Grant Recipients shall provide the City with their social security or taxpayer identification number and such other information as may be required by the City.
- G. To the fullest extent permitted by law, Grant Recipients shall agree to indemnify, defend, protect and hold harmless the City. The terms of said indemnification and hold harmless shall be set forth in the Corridor Improvement Agreement.
- H. Grant Recipients shall purchase and maintain general liability insurance naming the City as additional insured party as set forth in the Corridor Improvement Agreement.

(2013-M-39 : § 2; 2009-M-8 : § 1; 2001-M-24 : §1)

#### 12.40.070 – City-Owned Property Improvement Projects

- A. On or shortly after December 1st of each calendar year, the CIC shall review the number of approved Corridor Grant Agreements and pending Corridor Grant Applications to determine if sufficient funds exist to initiate a design plan of a City-Owned Property as identified in Exhibit B.
- B. Design Plan - Upon the determination of the CIC that sufficient funds are anticipated in the current fiscal year, the CIC shall proceed with a design plan of an identified City-Owned Property as follows:
  1. The CIC shall focus on the highest-rated City-Owned Property that has not been improved, as described in Exhibit B "City-Owned Property Priority List".
  2. The CIC shall conduct an initial assessment the City-Owned Property to determine the extent and type of improvements that best suit the City-Owned Property.

3. Based on the initial assessment, the CIC shall determine if an outside design consultant is required to assist with the design of the City-Owned Property.
  - a. Factors used to determine if an outside design consultant is required:
    - i. The total cost of the design is expected to exceed \$5,000.
    - ii. Construction activities result in significant modifications to existing infrastructure (sewer, water, electrical, or other public appurtenances.)
  - b. Upon determination of the CIC that an outside design consultant is required, they shall adhere to policies described in Chapter 2.33 Office of Purchasing as established in the City's Code of Ordinances.
4. The CIC shall develop a plan based on the initial assessment (or defer to an outside design consultant if one is required). The design plan shall comply with the direction and criteria established in Exhibit B.
5. Following a recommendation of the CIC, the design plan and associated cost estimates shall be presented to the City Council for approval.

12.40.080 – Funding source

The Corridor Improvement Program shall be funded by the City of St. Charles General Fund.

# Exhibit B



## City of St. Charles Corridor Improvement Program - City-Owned Property Improvement Projects

### 1. **Program Purpose:**

The purpose of the St. Charles Corridor Improvement City-Owned Property Improvement Projects Program is to provide opportunities to improve the aesthetics of the City of St. Charles through enhancements to City-Owned Properties.

The intent of this program is to promote:

1. The general enhancement of the overall economic vitality and character of the City through improvement of City-owned parcels and areas of the public right of way.
2. The creation and maintenance of physical characteristics that enhance community character by providing unique and familiar visual features.

### 2. **Eligible Properties:**

Only the City-Owned Properties identified on the attached City-Owned Property Location Map and detailed on the City-Owned Priority List are eligible for this program.

### 3. **City-Owned Property Improvements Guidelines:**

The purpose of these improvements is to promote the economic viability of St. Charles by updating the design and visual quality of publically owned properties. These improvements will focus on materials that create long-term and low-maintenance enhancements that are permanent and supplemented by vegetative features. When possible, designs should incorporate features that promote activity and visibility. The colors and material types shall match (or closely resemble) those already utilized in St. Charles to create a comprehensive design aesthetic throughout the City.

The Corridor Commission shall utilize the following guidelines to determine the appropriateness of the design:

## Furniture & Bike Racks

All furniture placed on City-Owned Properties such as benches, bike racks, etc. will be consistent with those already utilized by the City's Public Works Department.



## Surfacing

If the design plan requires new surfaces, the Corridor Commission shall coordinate those with the Public Works Department, and the design shall utilize surface types/mixtures of materials that are already prominent in St. Charles.



## Planters and Potters

Any planters that are proposed shall be made of long-lasting materials (such as concrete) to provide low maintenance and durability.



## Signage

Proposed signage shall be decorative in nature and similar to existing signage examples in the City of St. Charles. Signage shall serve as welcome signs, way finding such as parking locations, informational kiosks, and the like.



## Public Art

The Corridor Commission shall consider any proposals to include public art into a design; however, the Commission shall not be responsible for or tasked with the commission or funding any such feature. These shall only consist of donated works. This would include sculptures, murals, paintings, and the like.



## Supplemental Plantings and Vegetation:

Vegetative materials shall be considered if they are secondary to the design and enhance the overall design plan. Vegetation types shall be hearty and durable in nature as per the recommendations of the Corridor Commission. Plant species shall conform as best as possible to those established in “Appendix C: Plant Palette” of Title 17, “Zoning Ordinance” of the City’s Code of Ordinances.



## Features not described in this Document:

The Corridor Commission shall consider other improvements not described in this document on a case-by-case basis. These features may include, but are not limited to, fountains, lighting, and other unique design elements.

## 5. Approval of a City-Owned Property Design Plan:

The Corridor Commission shall follow the timing procedures as detailed in Section 12.40.070 “City-Owned Property Improvement Projects”. Upon determination that sufficient funding is anticipated in the current Fiscal Year, the Corridor Commission shall initiate a design plan as follows:

The Corridor Commission shall determine the next City-Owned property to develop a design plan for by consulting the City-Owned Property Priority List attached to this document. The Corridor Commission shall proceed with the highest-rated City-Owned Property that has not yet been improved.

Upon determining the next priority property, the Corridor Commission shall conduct an initial assessment of the City-Owned Property to determine the extent and type of improvements that best suit this location. At this time, the Commission shall also consult the Public Works Department to determine if there are any specific constraints or conflicts with public infrastructure.

Based on the initial assessment, the Corridor Commission shall determine if an outside design consultant is required to assist with the design of the City-Owned Property based on the following factors:

- The total cost of the design is expected to exceed \$5,000.
- Construction activities result in significant modifications to existing infrastructure (sewer, water, electrical, or other public appurtenances.)
- Upon determination of the Corridor Commission that an outside design consultant is required, the Commission shall adhere to policies described in Chapter 2.33 “Office of Purchasing” as established in the City’s Code of Ordinances with regards to hiring a design professional.

The CIC shall develop a design plan based on the initial assessment (or defer to an outside design consultant if one is required). The design plan shall comply with the criteria established in this document. The design plan shall identify a layout, materials, and features incorporated into the design and cost estimates for the purchase and construction of those features.

Once the Corridor Commission has evaluated the final design plan, the Corridor Commission shall make a recommendation to forward the design plan to the City Council. The design plan and all associated cost estimates, bids, and contracts shall be presented to the City Council for approval.

**6. Commencement of Work:**

Only after the design plan and all associated bids and budget allocations are approved by the City Council, can work commence. The Corridor Commission and staff shall coordinate timing, installation, and all other efforts with the Public Works Department to ensure that construction activities conform to the City’s standards and best practices.

**7. Completion of Work:**

All improvements must be completed within the agreed upon timeframe as described in the City Council approved design plan and associated contracts. The improvements shall only be considered complete upon a final inspection performed by City staff.

**8. Payments:**

Upon the determination that all construction has been completed in compliance with the approved design plan and associated contracts, the City shall pay any contracted services/ providers per the agreed terms of estimates, bids, and contracts approved by the City Council.

**9. Maintenance & Removal:**

Improvements created as part of this program shall only be removed or altered after approval by the City Council or in certain situations if deemed a public safety concern or liability as determined by the City of St. Charles.

DRAFT



# City of St. Charles, Illinois

Two East Main Street, St. Charles, IL 60174-1884  
Phone: 630-377-4400 Fax: 630-377-4440 - www.stcharles.gov

## Precision GIS

RAYMOND ROGINA Mayor  
MARK KOENEN City Administrator



Data Source:  
City of St. Charles, Illinois  
Kane County, Illinois  
DuPage County, Illinois

Coordinate System: Illinois State Plane East  
Projection: Transverse Mercator  
North American Datum 1983

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City-Owned Property Priority List

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### City-Owned Property Priority List

<b>Site #</b>	<b>Site Location Description</b>	<b>Located on Major Corridor/Collector</b> 1 = Yes 0 = No	<b>Current Aesthetics</b> 3 = Poor 2 = Moderate 1 = Good	<b>City Owned</b> 1 = Yes 0 = No	<b>Opportunity for Permanent Improvements</b> 1 = Yes 0 = No	<b>Can Add Wayfinding Gateway Signage</b> 1 = Yes 0 = No	<b>Totals</b> (Higher Score Represents higher Priority Status)	<b>Site Priority Ranking</b> (Higher Number Indicates Higher Priority)
1	Triangle at Riverside and South Avenues	0	2	1	1	0	4	9
2	Triangle at Riverside and Indiana Avenues	0	2	1	1	1	5	11
3	Parking lot sidewalk/screening along Walnut	1	1	1	0	0	3	4
4	Parking lot screening at Rt. 64 and Rt. 31	1	2	1	1	1	6	13
5	Parking lot screening along Rt. 64 just west of Kealty Realty	1	3	1	1	0	6	12
6	Alley east of Shakou	1	3	1	1	1	7	14
7	Sidewalk along City Parking Lot, north of the Filling Station	0	3	1	0	0	4	8
8	North egress to City owned parking lot east of Nuova Italia	0	3	1	0	1	5	10
9	Entrance to City parking lot south of Shell Station	0	2	1	0	1	4	7
10	North entrance to City parking lot on Walnut Street	0	1		0	1	2	2
11	West entrance to City parking lot south of Walnut Street	0	2	1	0	1	4	6
12	East entrance to City parking lot south of Walnut Street	0	2	1	0	1	4	5
13	Intersection of Prairie Street and Riverside Avenue	0	1	1	0	0	2	1

### City-Owned Property Priority List

Site #	Site Location Description	<b>Located on Major Corridor/Collector</b> 1 = Yes 0 = No	<b>Current Aesthetics</b> 3 = Poor 2 = Moderate 1 = Good	<b>City Owned</b> 1 = Yes 0 = No	<b>Opportunity for Permanent Improvements</b> 1 = Yes 0 = No	<b>Can Add Wayfinding Gateway Signage</b> 1 = Yes 0 = No	<b>Totals</b> (Higher Score Represents higher Priority Status)	<b>Site Priority Ranking</b> (Higher Number Indicates Higher Priority)
14	Triangle south of Jalapeno Grill on Rt. 31	0	1	0	1	1	3	3