

**AGENDA**  
**CITY OF ST. CHARLES**  
**PLANNING & DEVELOPMENT COMMITTEE**  
**ALD. RITA PAYLEITNER – CHAIRMAN**  
**MONDAY, JUNE 10, 2019 - 7:00 PM**  
**CITY COUNCIL CHAMBERS**  
**2 E. MAIN STREET**

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. OMNIBUS VOTE**

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

**4. COMMUNITY & ECONOMIC DEVELOPMENT**

- \*a. Recommendation to approve a Parking Deck Easement and Operating Agreement between the City of St. Charles, First Street Development II, LLC and Sterling Bank regarding First Street Building #3.
- b. Presentation of a Concept Plan for Pride Gas Station, southeast corner of Kirk Rd. and E. Main St.
- c. Presentation of a Concept Plan for Prairie Place Lofts, Lot 702 of the Pheasant Run Crossing Subdivision.
- d. Consideration of a request to amend the Natural Area Easement at 2905 Glenbriar Drive.
- e. Plan Commission recommendation to approve a Special Use for Animal Hospital for VetIQ, Meijer PUD.
- f. Recommendation to approve Amendments to Title 18 – Stormwater Management Ordinance (adoption of 2019 revisions to the Kane County Stormwater Ordinance and related city amendments).
- g. Plan Commission recommendation to approve a General Amendment to Title 17 of the St. Charles Municipal Code (Zoning Ordinance) pertaining to swimming pool regulations.
- h. Plan Commission recommendation to approve a General Amendment to Title 17 of the St. Charles Municipal Code (Zoning Ordinance) regarding design review standards and guidelines for the RT and CBD-2 zoning districts.
- i. Historic Preservation Commission recommendation to approve a Residential Façade Improvement Grant for 117 N. 5<sup>th</sup> Ave.

**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).



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: \*4a

**Title:** Recommendation to approve a Parking Deck Easement and Operating Agreement between the City of St. Charles and First Street Development II, LLC and Sterling Bank regarding First Street Building #3.

**Presenter:** Russell Colby

Meeting: Planning & Development Committee

Date: June 10, 2019

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted:

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

A draft of this agreement was presented to the P&D Committee in December 2018. The agreement has now been finalized and signed by First Street Development II and Sterling Bank. Sections of the agreement needed to be revised to reflect the joint ownership and private easement agreements governing the use and maintenance of Building #3. However, with respect to the City’s interests, the terms are unchanged. The agreement has been reviewed by the City Attorney.

Background from December 2018:

A parking deck easement and operating agreement between the City and the owners of the First Street Building #3 (First Street Development II, LLC, and Sterling Bank) is being presented for consideration.

This agreement follows the same terms as the agreement entered by the City for Building #1.

The City previously granted an access easement for vehicular and pedestrian ingress/egress purposes to the owners of the lots surrounding the parking deck. This agreement addresses operations and maintenance between the Parking Deck and Building #3.

Each of these two structures will depend upon the other, to some extent, for utility services and other facilities. This agreement describes the necessary easements and the required operation and maintenance necessary to ensure the efficient operation of both structures. Some topics covered in the agreement include:

- Granting the City access to the Building #3 control room for streetscape irrigation controls.
- Granting Building #3 owners access to utility services or equipment connected to or through the parking deck.

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

Parking Deck Easement and Operating Agreement

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

Recommendation to approve a Parking Deck Easement and Operating Agreement between the City of St. Charles and First Street Development II, LLC and Sterling Bank regarding First Street Building #3.

PARKING DECK EASEMENT AND OPERATING AGREEMENT

This Parking Deck Maintenance and License Agreement (hereinafter the "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of St. Charles, an Illinois municipal Corporation, Kane and DuPage Counties, Illinois (hereinafter "City"), and First Street Development II, LLC, an Illinois limited liability company ("Commercial Property Owner") and Sterling Bank, a Missouri Banking Corporation ("Bank Property Owner") (the Commercial Property Owner and Bank Property Owner are sometimes collectively referred to as "Lot Owners"). The City and the Lot Owners are sometimes hereinafter collectively referred to as the Parties ("Parties") or individually as the Party ("Party");

WITNESSETH

WHEREAS, the City and Commercial Property Owner are parties to a certain City of St. Charles Central Downtown Tax Increment Financing Redevelopment Agreement (First Street Project), dated the 5th day of March, 2015 (the "RDA") as amended by the First Amendment to City Of St. Charles Tax Increment Financing Redevelopment Agreement dated September 6, 2016; Second Amendment to City of St. Charles Central Downtown Tax Increment Financing Development Agreement, dated February 21, 2017; and Third Amendment to City of St. Charles Central Downtown Tax Increment Financing Development Agreement, dated November 6, 2017.

WHEREAS, pursuant to Section 4.4 of the RDA, the City has constructed, as part of and in conjunction with the development, a Public Deck on the City Deck Property, legally described on Exhibit A, attached hereto and made a part hereof.

WHEREAS, Lot Owners have constructed a mixed use commercial and residential building (the "Building") on Lot 3 legally described on Exhibit B ("Lot 3").

WHEREAS, neither the Public Deck nor the Building is or will be functionally independent of each other, and each will depend upon the other, to some extent, for structural support, enclosure, ingress and egress, utility services and certain other Facilities and components necessary for the operation and use of the Public Deck, the streetscape and Building on Lot 3. The City Deck Property and Lot 3 are collectively sometimes referred to herein as the "Property".

WHEREAS, the Parties desire by this Agreement to provide for the efficient operation of Property and to assure the harmonious relationship among the owners of the City Deck Property and Lot 3 to protect the respective values of each such estate and interest in the Property, by creating (1) certain easements, covenants and restrictions against and affecting the City Deck Property which will be binding upon the owners from time to time of the City Deck Property, or of any portion thereof or interest or estate therein, and which will inure to the benefit of the owners from time to time of Lot 3 or of any portion(s) thereof or interest or estate therein, and (2) certain easements, covenants and restrictions against and affecting Lot 3 which will be binding upon the owners from time to time of the

Lot 3 or of any portion thereof or interest or estate therein, and which will inure to the benefit of the owners from time to time of the City Deck Property or of any portion thereof or interest or estate therein.

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

## **ARTICLE 1**

### **DEFINITIONS**

1.1 Definitions. Whenever used in this Agreement, the following terms shall have the respective meanings specified below:

EASEMENTS. A collective reference to any and all easements provided for, declared, granted, reserved or created pursuant to the terms and provisions of this Agreement.

EMERGENCY SITUATION. A situation impairing or imminently likely to impair structural support of any Improvements or causing or imminently likely to cause bodily injury to persons or substantial physical damage to the Building or the Public Deck or any property in, on, under, within, upon or about the Property or substantial economic loss to an owner. An emergency situation includes weather related emergencies (i.e., snow, ice, flooding, etc.) that require entrances to the upper and lower deck of the Public Deck to be closed for maintenance and/or snow removal. The duration of an Emergency Situation shall be deemed to include the time reasonably necessary to remedy the Emergency Situation.

FACILITIES. Facilities shall mean the facilities depicted on the City Deck Property on Exhibit C and the facilities depicted on Lot 3 on Exhibit D, and any replacements of such Facilities.

MAINTENANCE or MAINTAIN. Operation, maintenance, repair, reconditioning, refurbishing, reconfiguration, inspection, testing, monitoring, cleaning and sanitizing (including debris removal), snow removal, painting, installation, reconstruction, restoration and replacement when necessary or desirable of the Building, Public Deck or Facilities and which includes the right of access to and the right to remove from the Building or the Public Deck portions of such Facilities for any of these purposes, subject, however, to any limitations set forth elsewhere in this Agreement.

OWNER(S). The Lot Owners and the City, and their successors in interest, or either of them.

PARCEL(S). A vertically subdivided lot or lots comprising the Building and the Public Deck, or either of them.

PROJECT SITE. A collective reference to the Building and the Public Deck.

STRUCTURAL SUPPORTS. All construction elements (including, without limitation, structural members, footings or foundations, slabs, caissons, columns, beams, braces and trusses and other supporting components), if any, which are load bearing or which are necessary for the structural integrity of any portion of the Public Deck or Building.

## ARTICLE 2

### EASEMENTS APPURTENANT TO THE CITY DECK PROPERTY

In General. For the purposes of this Article 2, the following shall apply:

The Lot Owners are the grantors of the Easements described in this Article 2. The grants of Easements in this Article 2 shall bind and be enforceable against the Lot Owners and their successors and assigns.

The City is the grantee of the Easements described in this Article 2. The Easements shall benefit the City, and its respective successors and assigns.

(A) The grant of an Easement by the Lot Owners shall bind and burden Lot 3 which shall, for the purpose of this Article 2, be deemed to be the servient tenement. Where only a portion of Lot 3 is bound and burdened by the Easement, only that portion shall be deemed to be the servient tenement.

(B) The grant of an Easement to the City is appurtenant to and shall benefit the City Deck Property, which shall, for the purpose of this Article 2, be deemed to be the dominant tenement. Where only a portion of the City Deck Property is so benefited, only that portion shall be deemed to be the dominant estate. No property other than the City Deck Property as it may exist from time to time shall constitute part of the dominant tenement.

(C) Unless otherwise expressly provided in this Agreement, all Easements granted are irrevocable and perpetual in nature during the term and pursuant to the provisions of this Agreement.

(D) In exercising an Easement granted under this Article 2, the City shall minimize the impact of its exercise on the Lot Owners taking into consideration the economic impact of any disruption on the Lot Owners.

(E) The Lot Owners may, (1) in connection with the Maintenance of the Building, or (2) in an Emergency Situation, or (3) if necessary under applicable Law to prevent a dedication of, or an accruing of rights by, the public in and to the use of any of the Building (other than as granted herein), temporarily prevent, close off or restrict the flow of vehicular and pedestrian ingress, egress or use in, over, on, across and through any of the Easements, but only to the minimal extent and for the shortest period of time reasonably necessary under the circumstances in order to minimize the effect on the use of such Easement. The Lot Owners may, from time to time, impose reasonable security controls consistent with the operation by such Owner of such Owner's portion of the Building and of its business in such Building and any security system for the Building or any portion of the Building. In imposing limitations or controls, Lot Owners shall take into consideration the reasonable needs and requirements of the user of the Easement as well as the imposing Lot Owners' own needs and requirements. The City shall at all

times strictly observe all requirements of a Lot Owners relating to the security of and access to the Lot Owners' Building.

(F) Any Easement granted under this Agreement shall in all events be subject to the concurrent use by the Lot Owners of the servient estate to the extent reasonably necessary for Maintenance of the property of the Lot Owners of the servient estate and for other uses which do not unreasonably interfere with the exercise of the Easement granted.

2.1 Structural Support. The Lot Owners hereby grant to the City a non-exclusive easement in all Structural Supports, if any, located in or constituting a part of Lot 3 for the support of the Public Deck to which the City is granted an Easement.

2.2 Use of Facilities. The Lot Owners hereby grant to the City a non-exclusive Easement to install and maintain the Facilities described on Exhibit D over, on, across and through the garage level and water/sprinkler room of the Building, to the extent necessary to permit the Maintenance, restoration or reconstruction of Facilities described on Exhibit D as required or permitted pursuant to this Agreement, for their intended purposes of servicing the Public Deck, the streetscape or the Building and which services are necessary to the operation of the Public Deck, the streetscape and the Building provided, however that any scaffolding or similar structures or temporary obstructions shall be on a temporary basis and shall be subject to the reasonable prior consent of the Lot Owners.

2.3 Ingress and Egress. The Lot Owners hereby grant to the City a non-exclusive easement for ingress and egress only for persons, material and equipment in, over, on, across and through such portions of Lot 3 and the Building as are, and only to the extent, reasonably necessary to permit the Maintenance of any Facilities described on Exhibit D located in the Building which provide or are necessary to provide the Public Deck, the streetscape or the Building with any utilities or other services necessary to the operation of the Public Deck, the streetscape or the Building.

2.4 Blanket Utility and Access. The Lot Owners hereby grant to the City a utility and access easement in, over, on, across and through ten ( 10) foot wide strip of land on Lot 3 immediately adjacent to and extending along the entire west side of the Building for the purpose of Maintenance of the Facilities described on Exhibit D as provided for in this Agreement.

### **ARTICLE 3**

#### **EASEMENTS APPURTENANT TO LOT 3**

In General. For the purposes of this Article 3, the following shall apply:

The City is the grantor of the Easements described in this Article 3. The grants of Easements in this Article 3 shall bind and be enforceable against the City and its successors and assigns.

The Lot Owners are the grantees of the Easements described in this Article 3. The Easements shall benefit the Lot Owners, and their respective successors and assigns.

(A) The grant of an Easement by the City shall bind and burden the City Deck Property which shall, for the purpose of this Article 3, be deemed to be the servient tenement. Where only a portion of the City Deck Property is bound and burdened by the Easement, only that portion shall be deemed to be the servient tenement.

(B) The grant of an Easement to the Lot Owners is appurtenant to and shall benefit Lot 3, which shall, for the purpose of this Article 3, be deemed to be the dominant tenement. Where only a portion of Lot 3 is so benefited, only that portion shall be deemed to be the dominant estate. No property other than Lot 3 as it may exist from time to time shall constitute part of the dominant tenement.

(C) Unless otherwise expressly provided in this Agreement, all Easements granted are irrevocable and perpetual in nature during the term and pursuant to the provisions of this Agreement.

(D) In exercising an Easement granted under this Article 3, the Lot Owners shall minimize the impact of its exercise on the City taking into consideration the economic impact of any disruption on the City

(E) The City may, ( 1) in connection with the Maintenance of the Public Deck, or (2) in an Emergency Situation, or (3) if necessary under applicable Law to prevent a dedication of, or an accruing of rights by, the public in and to the use of any of Public Deck (other than as granted herein), temporarily prevent, close off or restrict the flow of pedestrian ingress, egress or use in, over, on, across and through any of the Easements, but only to the minimal extent and for the shortest period of time reasonably necessary under the circumstances in order to minimize the effect on the use of such Easement. The City may, from time to time, impose reasonable security controls consistent with the operation by the City of the Public Deck and of its business in Public Deck and any security system for the Public Deck or any portion of the Public Deck. In imposing limitations or controls, the City shall take into consideration the reasonable needs and requirements of the user of the Easement as well as the City's own needs and requirements. The Lot Owners shall at all times strictly observe all requirements of the City relating to the security of and access to the Public Deck.

(F) Any Easement granted under this Agreement shall in all events be subject to the concurrent use by the City of the servient estate to the extent reasonably necessary for Maintenance of the property of the City of the servient estate and for other uses which do not unreasonably interfere with the exercise of the Easement granted.

3.1 Structural Support. The City hereby grants to the Lot Owners a non-exclusive easement in all Structural Supports, if any, located in or constituting a part of City Deck Property for the support of the Building.

3.2 Use of Facilities. The City hereby grants to the Lot Owners a non-exclusive easement for the use for their intended purposes of all Facilities described on Exhibit C for their intended purposes of servicing the Public Deck, the streetscape or the Building and which services are necessary to the operation of the Public Deck, the streetscape and the Building provided, however that any scaffolding or similar structures or temporary obstructions shall be on a temporary basis.



3.3 Ingress and Egress. The City hereby grants to the Lot Owners a non-exclusive easement for ingress and egress only for persons, material and equipment in, over, on, across and through such portions of the City Deck Property and Public Deck as are, and only to the extent, reasonably necessary to permit the Maintenance of any Facilities described on Exhibit C.

3.4 Underground Parking Garage Access Easement. The City affirms the easements set forth on plat of Resubdivision recorded as Document 2016 K 053789 on October 4, 2016 with the Kane County Recorder of Deeds (the "Underground Parking Garage Access Easement") and the City's obligation to Maintain such Underground Parking Garage Access Easement.

#### **ARTICLE 4**

##### **MAINTENANCE AND REPAIR; DAMAGE TO FACILITIES**

4.1 Maintenance of City Facilities. The City shall, at its sole cost and expense, Maintain and keep all Facilities servicing the Public Deck and streetscape located on Lot 3 in good and safe working order and condition, and shall make all repairs or replacements of the Facilities, whether such repairs or replacements are to the interior or exterior of the Facilities, or structural and non-structural components of such Facilities, or involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe first-class order and condition, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects or otherwise. The City further agrees that it shall not suffer or commit, and shall use all reasonable precautions to prevent waste to such Facilities.

4.2 Maintenance of Lot Owner Facilities. Subject to the terms and conditions of that certain Easement and Operating Agreement for Building 3 Phase II Downtown Redevelopment recorded on November 8, 2016 in the Recorder's Office of Kane County, Illinois as Document No. 2016 K 061722, as amended by that certain First Amendment to Easement and Operating Agreement for Building 3 Phase II Downtown Redevelopment dated September 20, 2018 and recorded on September 27, 2018 in the Recorder's Office of Kane County, Illinois as Document No. 2018K047419 (as amended from time to time "Easement and Operating Agreement"), Commercial Property Owner shall, at its sole cost and expense, Maintain and keep all Facilities servicing the Building located on the City Deck Property in good and safe working order and condition, and shall make all necessary repairs or replacements of the Facilities, whether such repairs or replacements are to the interior or exterior of such Facilities, or structural and non-structural components of such Facilities, or involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe first-class order and condition and free from water leakage, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects or otherwise. The Lot Owners further agree that it shall not suffer or commit, and shall use all reasonable precautions to prevent waste to such Facilities.

#### **ARTICLE 5**

##### **INDEMNIFICATIONS**

5.1 Indemnity by Parties. Each Party (hereinafter in this Section 5.1 the "Indemnifying Party") covenants and agrees, at its sole cost and expense, to indemnify, defend and hold harmless the other Parties (hereinafter in this Section 5.1, collectively the "Indemnitee") from and against any and all claims, including any actions or proceedings, against the Indemnitee, for losses, liabilities, damages, judgments, costs and expenses by or on behalf of any person, firm, corporation or governmental authority, other than the Indemnitee, to the extent caused by the Indemnifying Party's, as well as the Indemnifying Party's employees', agents', licensees' and invitees' negligence or willful misconduct related to the use, management, possession, Maintenance, exercise or enjoyment of an Easement or Facility, and from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred with respect to any such claim, action or proceeding arising therefrom. In case any action or proceeding is brought against the Indemnitee by reason of any such claim, the Indemnifying Party, upon notice from the Indemnitee, covenants to defend such action or proceeding with attorneys reasonably satisfactory to the Indemnitee. Any counsel for the insurance company providing insurance against such claim, action or proceeding shall be presumed reasonably satisfactory to the Indemnitee.

## **ARTICLE 6**

### **INSURANCE**

6.1 Real and Personal Property. The City shall keep the Public Deck insured for no less than "all risk" coverage on real property and personal property owned by the City used in the operation of the Public Deck for an amount not less than ninety percent (90%) of the insurable replacement cost thereof. The Lot Owners shall keep the Building insured as required by the Easement and Operating Agreement. Replacement cost shall be determined annually by an independent appraiser or by a method acceptable to the insurance company providing such coverages. Such policies shall be endorsed with a replacement coverage endorsement and an agreed amount clause (waiving any applicable co-insurance clause) in accordance with such determination or appraisal.

6.2 Liability. The City shall (1) insure against public liability claims and losses on a commercial general liability form of insurance with broad form coverage endorsement, covering claims, for personal and bodily injury or property damage occurring in, on, under, within, upon or about the Project Site, or as a result of operations thereon (including contractual liability covering obligations created by this Agreement including, but not limited to, those indemnity obligations contained in this Agreement), and (2) maintain automobile liability insurance for owned, non-owned and hired vehicles, each coverage in such amounts as may be required by Law and as may from time to time be carried by prudent owners of first-class commercial or public parking garage buildings (as the case may be) in the western suburbs of the greater Chicago metropolitan area, but in all events for limits, as to the City and the Lot Owners and the Public Deck and the Building respectively, of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate for personal and bodily injury or property damage with an amount not less than \$5,000,000.00 umbrella coverage. Each such policy shall be endorsed to provide cross-liability and severability of interests for the named insured. The Lot Owners shall maintain commercial general liability insurance as required by the Easement and Operating Agreement.

6.3 Flood and Earthquake. The City, in addition to "all risk" property insurance required under Section 6.1, shall insure the Public Deck against earthquake and flood risks in an amount equal to the replacement cost thereof or such lesser amount as then may be reasonably available in the insurance market; both subject, however, to deductibles available and reasonable for such types of insurance. The Lot Owners shall maintain flood and earthquake insurance as required by the Easement and Operating Agreement.

6.4 Insurance Companies. Insurance policies required by Article 6 shall be purchased from reputable and financially responsible insurance companies: taking into consideration the nature and amount of insurance required, who shall hold a current Policyholder's Alphabetic and Financial Size Category Rating of not less than A/VII (or such lesser rating as the Owners and Mortgagees may agree) according to Best's Insurance Reports or a substantially equivalent rating from a nationally-recognized insurance rating service.

6.5 Insurance Provisions. Each policy described in Article 6: (i) shall provide that the knowledge or acts or omissions of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under any such policy; (ii) shall insure as "named" insureds the City and the Lot Owners (except that the Owners other than the primary insured shall be "additional" insureds under policies described in 6.2); (iii) shall provide (except for liability insurance described in Section 6.2 for which it is inapplicable) by endorsement or otherwise, that the insurance shall not be invalidated should any of the insureds under the policy waive in writing prior to a loss any or all rights of recovery against any party for loss occurring to the property insured under the policy, if such provisions or endorsements are available and provided that such waiver by the insureds does not invalidate the policy or diminish or impair the insured's ability to collect under the policy, or unreasonably increase the premiums for such policy unless the party to be benefited by such endorsement or provision pays such increase (iv) shall provide for a minimum of thirty (30) days' advance written notice of the cancellation, nonrenewal or material modification of such policy to Mortgagees and all insureds thereunder; (v) shall include a standard mortgagee endorsement or loss payable clause in favor of the Mortgagees reasonably satisfactory to them; and (vi) shall not include a co-insurance clause. Unless otherwise specified in this Agreement, the "all-risk" form of property-related insurance required to be procured and maintained by the City shall provide no less coverage (with the exception of deductible amounts) than the standard form of insurance currently promulgated by the Insurance Services Office its successor, or other substantially similar insurance organization having responsibility for the design and publication of standardized insurance coverage forms for use by the insurance industry.

6.6 Limits of Liability. Insurance specified in this Article 6 shall be jointly reviewed by the Owners periodically at the request of any Owner, but no review will be required more often than annually (unless there is a substantial change in the Property or operations conducted in the Property), to determine if such limits, deductible amounts and types of insurance are reasonable and prudent in view of the type, place and amount of risk to be transferred and the financial responsibility of the insureds, and to determine whether such limits, deductible amounts and types of insurance comply with the requirements of all applicable statutes, laws, ordinances, codes, rules, regulations, or orders and

whether on a risk management basis, additional types of insurance or endorsements against special risks should be carried or whether required coverages or endorsements should be deleted. Initially, deductible amounts for insurance required under Sections 6.1 and 6.2 shall not exceed \$25,000. Deductible amounts for insurance required under Section 6.2 shall not be more than is reasonable considering the financial responsibility of the insured and shall also be subject, in any case, to the consideration to be given deductible amounts described in this Section 6.6. Limits of liability may not be less than limits required by Mortgagees, notwithstanding amounts set forth in this Article 6. Such limits shall be increased or decreased, deductible amounts increased or decreased or types of insurance shall be modified, if justified, based upon such review, and upon any such increase, decrease or modification, the Owners shall, at any Owner's election, execute an instrument in recordable form confirming such increase, decrease or modification, which any Owner may record with the Recorder as a supplement to this Agreement; provided, that no agreement regarding a decrease in limits of liability, increase in deductible amounts or elimination of any types of coverages shall be effective without the written consent of the Mortgagees.

6.7 Renewal Policies. Copies of all renewal insurance policies or binders with summaries of coverages afforded and evidencing renewal shall be delivered by the City and Lot Owners to the other Owners and to the Mortgagees at least ten (10) days prior to the expiration date of any such expiring insurance policy. Binders shall be replaced with certified full copies of the actual renewal policies as soon as reasonably possible. Should an Owner fail to provide and maintain any policy of insurance required under this Article 6 or pay its share of the premiums or other costs for any joint policies, then the other Owners may purchase such policy and the costs of such policy (or the Defaulting Owner's share of such costs) shall be due from the Defaulting Owner within ten (10) days after written demand by the Creditor Owners.

6.8 Waiver. Provided that such a waiver does not invalidate the respective policy or policies or diminish or impair the insured's ability to collect under such policy or policies or unreasonably increase the premiums for such policy or policies unless the party to be benefited by such waiver pays such increase, and without limiting any release or waiver of liability or recovery contained elsewhere in this Agreement, each Owner hereby waives all claims for recovery from the other Owners for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies plus any deductible amounts.

## **ARTICLE 7**

### **NOTICES AND APPROVALS**

7.1 Notices to Parties. Each notice, demand, request, consent, approval, disapproval, designation or other communication (all of the foregoing are herein referred to as a "notice") that an Owner is required, permitted or desires to give or make or communicate to any other Owner shall be in writing and shall be (i) delivered personally, with a receipt requested therefor; or (ii) sent by facsimile; or (iii) sent by a recognized overnight courier service; or (iv) delivered by United States registered or certified

mail, return receipt requested, postage prepaid. All notices shall be addressed to the Owners at their respective addresses set forth below, and shall be effective (a) upon receipt or refusal if delivered personally or by facsimile; (b) one (1) business day after depositing with a recognized overnight courier service; or (c) three (3) business days after deposit in the mail, if mailed. All notices by facsimile shall be subsequently confirmed by U.S. certified or registered mail.

If to the Bank Property Owner:

Sterling Bank  
Attn: Thomas Russe  
Two East Main Street  
St. Charles, Illinois 60174  
Fax No. (630) 377-4440  
Email: Thomas.Russe@sterbank.com

With a copy to:

Armstrong Teasdale LLP  
7700 Forsyth Blvd  
Suite 1800  
St. Louis, MO 63105-1847  
Attn: E. Calvin Matthews IV  
Fax: 314.552.4877  
Email: cmatthews@armstrongteasdale.com

If to the Commercial Property Owner:

First Street Development II, LLC  
409 East Illinois Avenue Unit IC  
St. Charles, Illinois 60174  
Attn: Keith Kotche  
Fax: 630-587-0700  
Email: Keith@levatokotche.com

With a copy to:

Bochte, Kuzniar & Navigato, PC  
2580 Foxfield Road Suite 200  
St. Charles, Illinois 60174  
Attn: William F. Bochte  
Fax: (630)-377-3479  
Email: wbochte@bknlaw .com

If to City:

City of St. Charles  
Attention: City Administrator  
Two East Main Street  
St Charles, Illinois 60174  
Fax: Fax No. (630) 377-4440

With a copy to:

Hoscheit, McGuirk, McCracken & Cuscaden, P.C.  
1001 East Main Street, Suite G  
St Charles, Illinois 60174  
Attention: John McGuirk  
Fax: (630)-523-8799  
Email: jmc@hmcpc.com

Any Owner may designate a different address or additional addresses from time to time, provided such Owner has given at least ten (10) days' prior notice of such change of address. Failure to give notices to an Owner's counsel identified above shall not render notice to such Owner or Mortgagee invalid or ineffective. If any Owner shall cease to be the "Owner" of its respective portion of the Property, and the succeeding Owner of that portion of the Property shall fail to give a notice of change of address, then notices may be sent to any one of the following: (i) to the last Owner of record disclosed to the Owner giving notice, (ii) to "Owner of Record" at the street address for that Owner's portion of the Property as designated by the U.S. Postal Service (or by the successor of the U.S. Postal Service) or the City of St. Charles department or agency having jurisdiction over City of St. Charles addresses, or (iii) to the grantee at the address shown in that last recorded conveyance of the portion of the Property in question.

7.2 Multiple Owners. If at any time the interest or estate of the City or a Lot Owner as to its Property or any portion thereof shall be owned by more than one person (hereinafter collectively referred to as "multiple owners"), the multiple owners shall give to the other Owners a written notice, executed and acknowledged by all of the multiple owners, in a form proper for recording, which shall (a) designate one person, having an address in the State of Illinois to whom shall be given, as agent for all of the multiple owners, all notices thereafter given to the multiple owners, and (b) designate such as agent for the service of process in any action or proceeding involving the determination or enforcement of any rights or obligations under this Agreement. A property manager shall be designated as agent for the multiple owners of the Commercial Property Owner's Property for the purposes of clause (a) and (b) of the immediately preceding sentence. Thereafter, until such designation is revoked by written notice given by all of the multiple owners of their successors in interest, any notice, and any summons, complaint or other legal process (which such summonses, complaints and legal processes are hereafter in this Article 7 collectively referred to as "legal process"), given to, or served upon, such agent shall be deemed to have been given to, or served upon, each and every one of the multiple owners at the same

time that such notice or legal process is given to, or served upon, such agent. If the multiple owners shall fail to designate in writing one such agent to whom all notices are to be given and upon whom all legal process is to be served, or if such designation shall be revoked and a new agent is not designated, then any notice or legal process may be given to, or served upon, any one of the multiple owners as agent for all of the multiple owners and such notice or legal process shall be deemed to have been given to, or served upon, each and every one of the multiple owners at the same time that such notice or legal process is given to, or served upon, any one of them, and each of the multiple owners shall be deemed to have appointed each of the other multiple owners as agent for the receipt of notices and the service of legal process.

## **Article 8**

### **GENERAL**

8.1 Cooperation of Owners. In fulfilling obligations and exercising rights under this Agreement, each Owner shall cooperate with the other Owners to promote the efficient operation of each respective portion of the Property and the harmonious relationship among the Owners and to protect the value of each Owner's respective portion, estate or interest in the Property. To that end, each Owner shall share information which it possesses relating to matters which are the subject of this Agreement, except such information as such Owner may reasonably deem confidential or which may be the subject of litigation or which such Owner is prohibited from revealing pursuant to court order. From time to time after the date of this Agreement, each Owner shall furnish, execute and acknowledge, without charge (except as otherwise provided in this Agreement) such other commercially reasonable instruments, documents, materials and information as another Owner may reasonably request in order to confirm to such requesting Owner the benefits contemplated by this Agreement, but only so long as any such request does not restrict or abridge the benefits granted the other Owner under this Agreement. Except as otherwise expressly provided in this Agreement, whenever the consent, approval or agreement of an Owner is required or requested pursuant to this Agreement, such consent, approval or agreement shall not be unreasonably withheld, delayed or conditioned.

8.2 Severability. The illegality, invalidity or unenforceability under law of any covenant, restriction or condition or any other provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Agreement.

8.3 Headings. The headings of Articles and Sections in this Agreement are for convenience of reference only and shall not in any way limit or define the content, substance or effect of the Articles or Sections.

8.4 Amendments to Agreement. Except as otherwise provided in this Agreement, this Agreement may be amended or terminated only by an instrument signed by all of the then Owners, and consented to by the Mortgagees. As to Public Deck or the Building, consent to or execution by the Mortgagees of the Public Deck or the Building (other than a Mortgagee under a mortgage initially placed on the Public Deck or the Building) shall not be required, and any such Mortgagees shall nevertheless be subordinate to such amendments. Any amendment to or termination of this Agreement shall be recorded with the Recorder. Notwithstanding the foregoing, each Owner may change and supplement the plans applicable

to such Owner's portion of the Property if such change or supplement does not affect any other Owner's portion of the Property, which change or supplement shall be deemed not to be an amendment of this Agreement; provided, however, such Owner shall promptly notify the other Owners of such change or supplement. Any proposed change or supplement to any of the plans which does or would affect any other Owner's portion of the Property shall be considered an amendment to this Agreement which shall be subject to the provisions of this Section 8.4 governing amendments. To the extent an Owner wishes to further subdivide its Property the Agreement may be amended to reflect the change in ownership of a Parcel, such Owner shall be responsible for all costs to prepare and record an amendment to this Declaration and each Owner agrees to execute such amendment.

8.5 Term. The covenants, conditions and restrictions contained in this Agreement shall be enforceable by the Owners and their respective successors and assigns for the term of this Agreement, which shall be perpetual (or if the Law provides for a time limit on any covenant, condition or restriction, then such covenant, condition or restriction shall be enforceable for such shorter period), subject to amendment or termination as set forth in Section 8.4. If the Law provides for such shorter period, then upon expiration of such shorter period, such covenants, conditions and restrictions shall be extended automatically without further act or deed of the Owners, except as may be required by law, for successive periods of twenty (20) years each, subject to amendment or termination as set forth in Section 8.4.

8.6 Construction of Agreement. The provisions of this Agreement shall be construed to the end that the Property shall remain a commercial/retail/office and public parking mixed-use property.

8.7 Abandonment of Easements. Easements created hereunder shall not be presumed abandoned by non-use or the occurrence of damage or destruction of a portion of the Property subject to an Easement unless the Owner benefited by such Easement states in writing its intention to abandon the Easement; provided, however, that the consent of the Mortgagees shall also be required with respect to any such abandonment.

8.8 Applicable Laws. Parties acknowledge that this Agreement and all other instruments in connection with this Agreement have been negotiated, executed and delivered in the County of Kane and State of Illinois. This Agreement and such other instruments shall, in all respects, be governed, construed, applied and enforced in accordance with the Laws of the State of Illinois, including without limitation, matters affecting title to all real property described in this Agreement.

8.9 No Third-Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary (except the Mortgagees) under any Laws or otherwise.

8.10 Incorporation. Each provision of the Recitals to this Agreement and each Exhibit and Appendix attached hereto is hereby incorporated in this Agreement and is an integral part hereof.

8.11 Notice to Mortgagees; Rights of Mortgagee.



(A) The term "Mortgage" as used in this Agreement shall mean any mortgage (or any trust deed) given primarily to secure the repayment of money owed by the mortgagor and constituting a lien the real property encumbered by such mortgage; provided, however, no mortgage or trust deed on a portion of the Public Deck or the Building shall be included within the definition of "Mortgage" unless specifically stated to the contrary. The term "Mortgagee" as used in this Agreement shall mean the Mortgagee from time to time under any such Mortgage (or the beneficiary under any such trust deed). The term "First Mortgage" shall mean a Mortgage that is superior to all other consensual liens and encumbrances.

(B) If a Mortgagee shall have served on all of the Owners, by personal delivery, recognized overnight courier service, or by United States registered or certified mail, return receipt requested, postage prepaid, a written notice specifying the name and address of such Mortgagee, such Mortgagee shall be given a copy of each and every notice required to be given by one Owner to the others at the same time as and whenever such notice shall be given by one Owner to the others, at the address last furnished by such Mortgagee. After receipt of such notice from a Mortgagee, no notice thereafter given by any Owner to the others shall be deemed to have been given unless and until a copy of such notice shall have been given to the Mortgagee. If a Mortgagee so provides or otherwise requires in a notice given by the Mortgagee in accordance with this Section 8.11 (B), the proceeds of any claim under an insurance policy or condemnation Award required to be delivered to an Owner shall, upon notice from a Mortgagee, be delivered to such Owner's Mortgagee to be disbursed by the Mortgagee to the Depository in accordance with the provisions of this Agreement.

(C) Notwithstanding anything to the contrary specified in this Agreement (including this Section 8.11), no Owner need give any notice to more than one Mortgagee per Parcel, or to any mortgagee or trustee under a mortgage or trust deed other than a "Mortgage" as defined in Section 1.1 (A).

8.12 Property Manager. All rights, obligations and benefits under this Agreement accruing to the Commercial Property Owner's Property, including but not limited to the obligations to insure pursuant to Sections 6.1, 6.2, 6.3 and Section 8.4 above, shall be exercised by a property manager on behalf of the Commercial Property Owner. Any action to enforce rights, obligations, burdens and benefits under this Agreement with respect to the Commercial Property Owner may be taken by the property manager by its duly authorized officers acting pursuant to authority granted by this Agreement. Notices under this Agreement from the Commercial Property Owner may be given by the property manager. The Commercial Property Owner shall provide the name of the Property Manager as well as the Property Manager's address, email address, phone number and other contact information within fourteen (14) days of the execution of this Agreement.

8.13 Binding Effect. The Easements, covenants and restrictions created under, this Agreement shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Property, and each of the foregoing shall run with the land.

## **ARTICLE 9**

### **LIMITATION OF LIABILITY**

9.1 Limitation of Liability. The liability under this Agreement of an Owner shall be limited to and enforceable solely against the assets of such Owner constituting an interest in the Property (including insurance and condemnation proceeds attributable to the Property and including, where the Owner is a trustee of a land trust, the subject matter of the trust) and no other assets of such Owner, except as hereinafter provided in this Section 9.1. Assets of an Owner which is a limited liability company do not include the individual assets of the members of such limited liability company Owner, and a negative capital account of a member in a limited liability company which is an Owner and an obligation of a member to contribute capital to the limited liability company which is an Owner shall not be deemed to be assets of the limited liability company which is an Owner. At any time during which an Owner is trustee of a land trust, all of the covenants and conditions to be performed by it under this Agreement are undertaken solely as trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against it or any of the beneficiaries under the trust.

9.2 Transfer of Ownership. If an Owner shall sell, assign, transfer, convey or otherwise dispose of its portion of the Property (other than as security for a loan to such Owner and other than pursuant to a lease, license or similar agreement), then (a) such Owner shall be entirely freed and relieved of any and all covenants and obligations arising under this Agreement which accrue under this Agreement from and after the date such Owner shall so sell, assign, transfer, convey or otherwise dispose of its interest in such portion of the Property, and (b) the person who succeeds to such Owner's interest in such portion of the Property shall be deemed to have assumed any and all of the covenants and obligations arising under this Agreement of such Owner which accrue under this Agreement from and after the date such Owner shall so sell, assign, transfer, convey or otherwise dispose of its interest in such Property, provided, however, the transferring Owner shall not be relieved of any obligation under this Agreement arising prior to the effective date of such sale, assignment, conveyance or other transfer.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written

Sterling Bank, LLC

a Missouri Banking Corporation

By: 

Printed Name: Thomas Russe

Title: President - St. Charles

First Street Development II, LLC

an Illinois Limited Liability Company

By: 

Printed Name: Keith Kotche

Title: Manager

CITY OF ST. CHARLES,

a Municipal Corporation, Kane and DuPage Counties, Illinois

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

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

[INSERT NOTARY ACKNOWLEDGEMENTS]

STATE OF ILLINOIS        }  
  }  
  } ss.  
COUNTY OF KANE         }

I, the undersigned, a Notary Public in and for said County and State aforesaid, **DO HEREBY CERTIFY**, that KEITH KOTCHE, is personally known to me to be the Manager of the FIRST STREET DEVELOPMENT II, LLC, an Illinois limited liability company, and 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 as such Manager, he signed and delivered the said instrument and, pursuant to authority given by the Members of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.



Given under my hand and official seal,  
this 3rd day of may, 2019

Kristine A Prosek  
Notary Public

STATE OF Illinois )  
 ) SS  
COUNTY OF Kane )

I, Carrie Johnson, a Notary Public in and for the County and State aforesaid, do hereby certify that Thomas Russe, as President St. Charles of Sterling Bank, Missouri banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing Parking Deck Easement and Operating Agreement, appeared before me this day in person and acknowledged that he/she signed and delivered the Parking Deck Easement and Operating Agreement as his/her own free and voluntary act, and as the free and voluntary act of Sterling Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of May, 2019.

Carrie Johnson  
Notary Public

My Commission Expires: 9-7-2021



**EXHIBIT A**

**CITY DECK PROPERTY LOT 4**

**LEGAL DESCRIPTION**

LOT 4 OF THE RESUBDIVISION OF THE RESUBDIVISION OF PHASE III FIRST STREET REDEVELOPMENT SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 27 AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 2016 AS DOCUMENT 2016K053789 AND CERTIFICATE OF CORRECTION RECORDED OCTOBER 14, 2016 AS DOCUMENT 2016K056016.

**EXHIBIT B**

**LOT 3**

**LEGAL DESCRIPTION**

LOT 3 OF THE RESUBDIVISION OF THE RESUBDIVISION OF PHASE III FIRST STREET REDEVELOPMENT SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 27 AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 2016 AS DOCUMENT 2016K053789 AND CERTIFICATE OF CORRECTION RECORDED OCTOBER 14, 2016 AS DOCUMENT 2016K056016.

Exhibit C - Facilities on City Property  
Page 1 of 2

EXHIBIT C

[SEE ATTACHED]

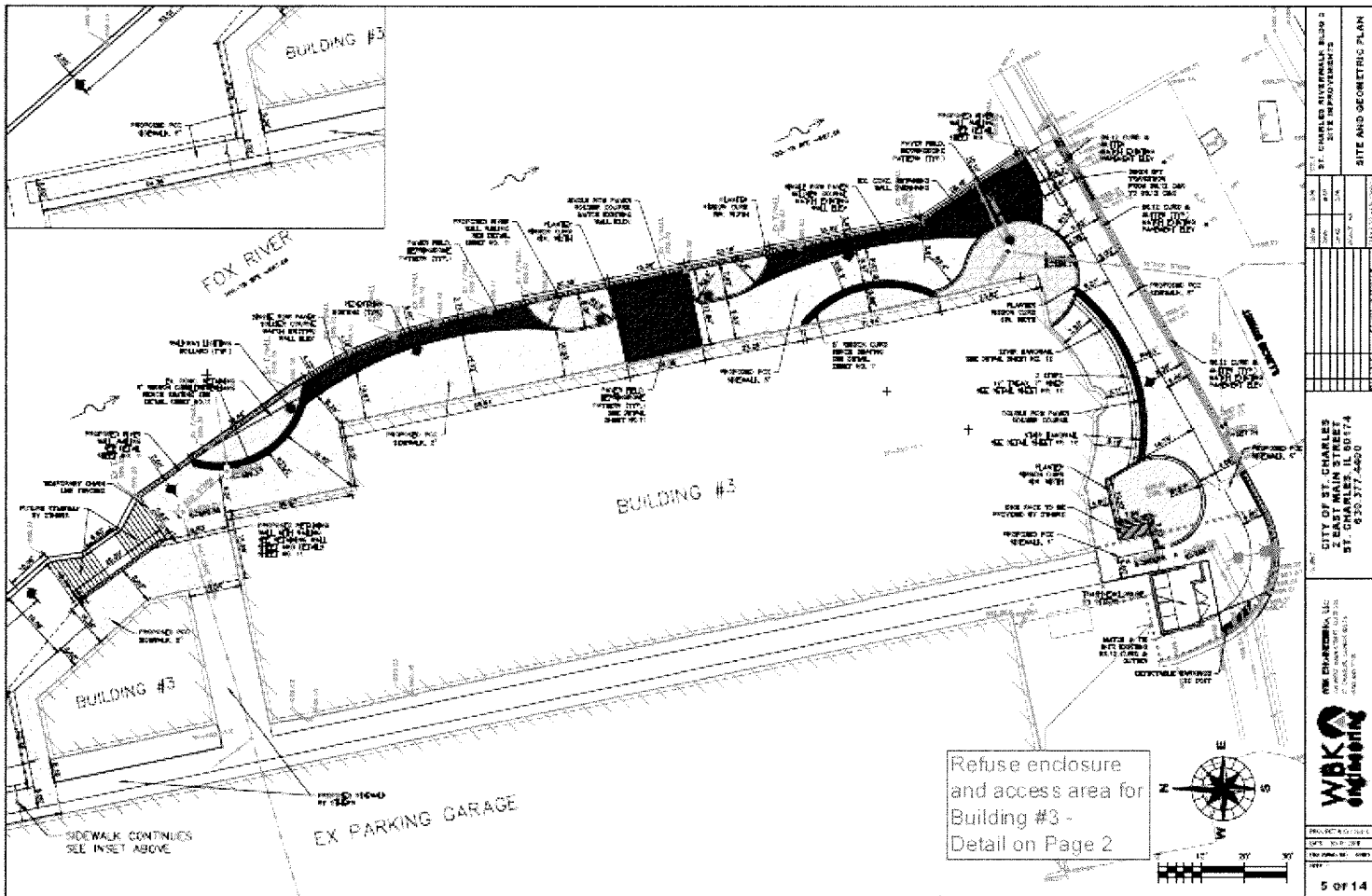
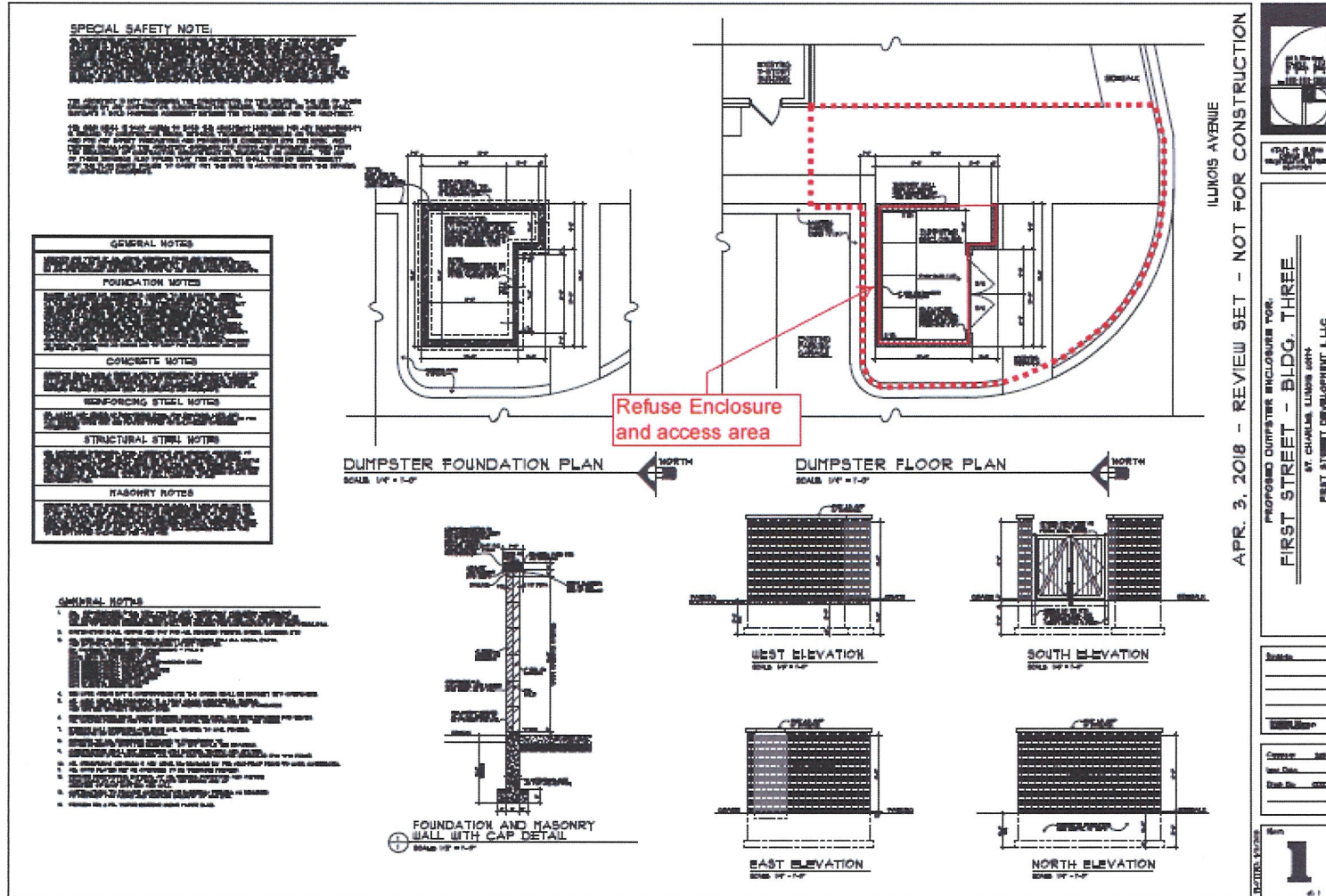




Exhibit C - Facilities on City Property  
Page 2 of 2

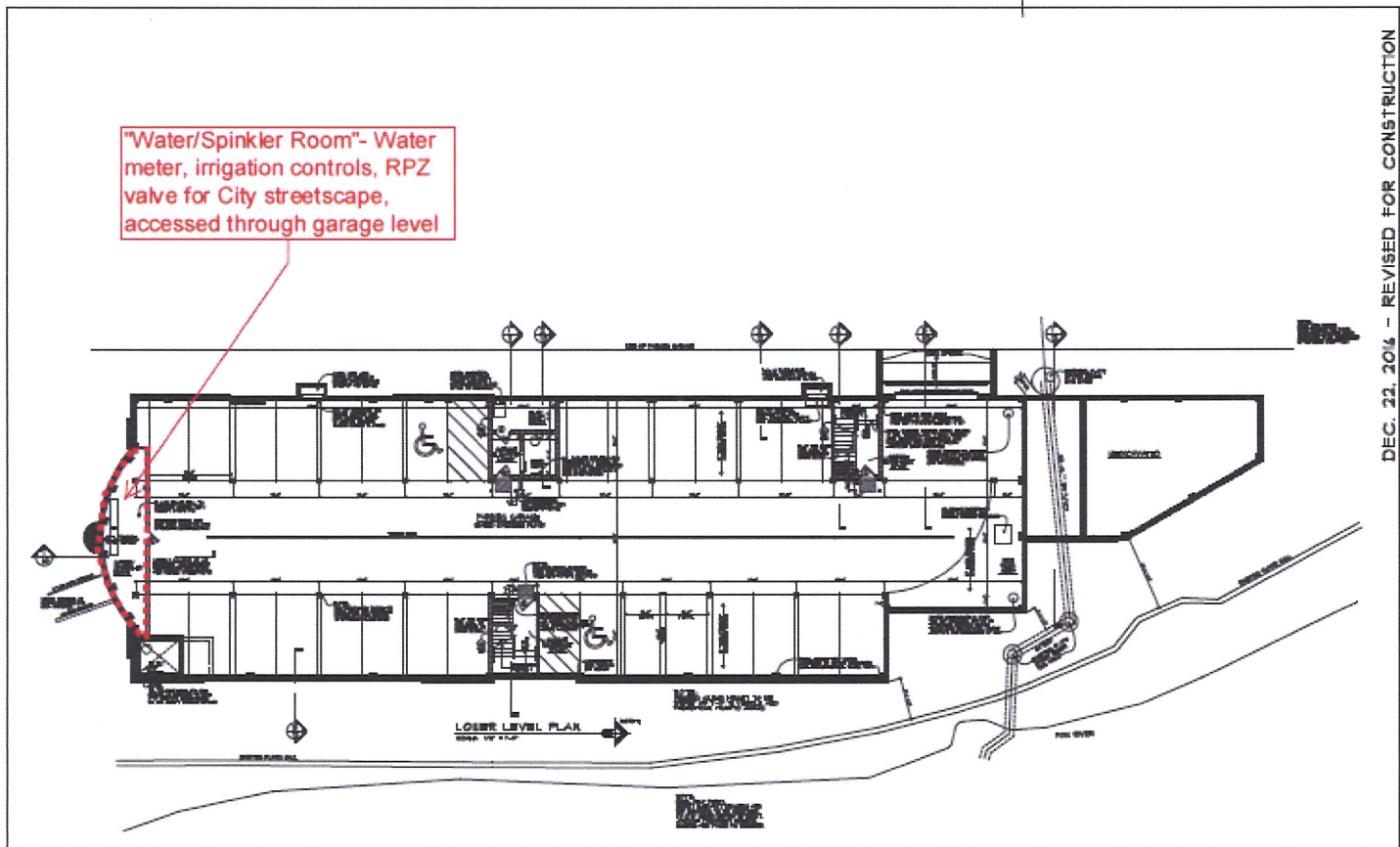


**EXHIBIT D**

[SEE ATTACHED]

Exhibit D- Facilities on Lot 3  
Page 1 of 3  
Building Basement/Garage level

"Water/Spinkler Room"- Water meter, irrigation controls, RPZ valve for City streetscape, accessed through garage level



DEC. 22, 2014 - REVISED FOR CONSTRUCTION



PROPOSED NEW OFFICE/RESIDENTIAL CONVERSION  
FIRST STREET - BLDG. 3

BY: CHARLES KLEIN ARCH  
FIRST STREET DEVELOPMENT, LLC

BLDG. 3

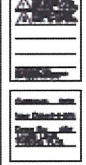


Exhibit D- Facilities on Lot 3

Page 2 of 3

First/Ground Floor Level

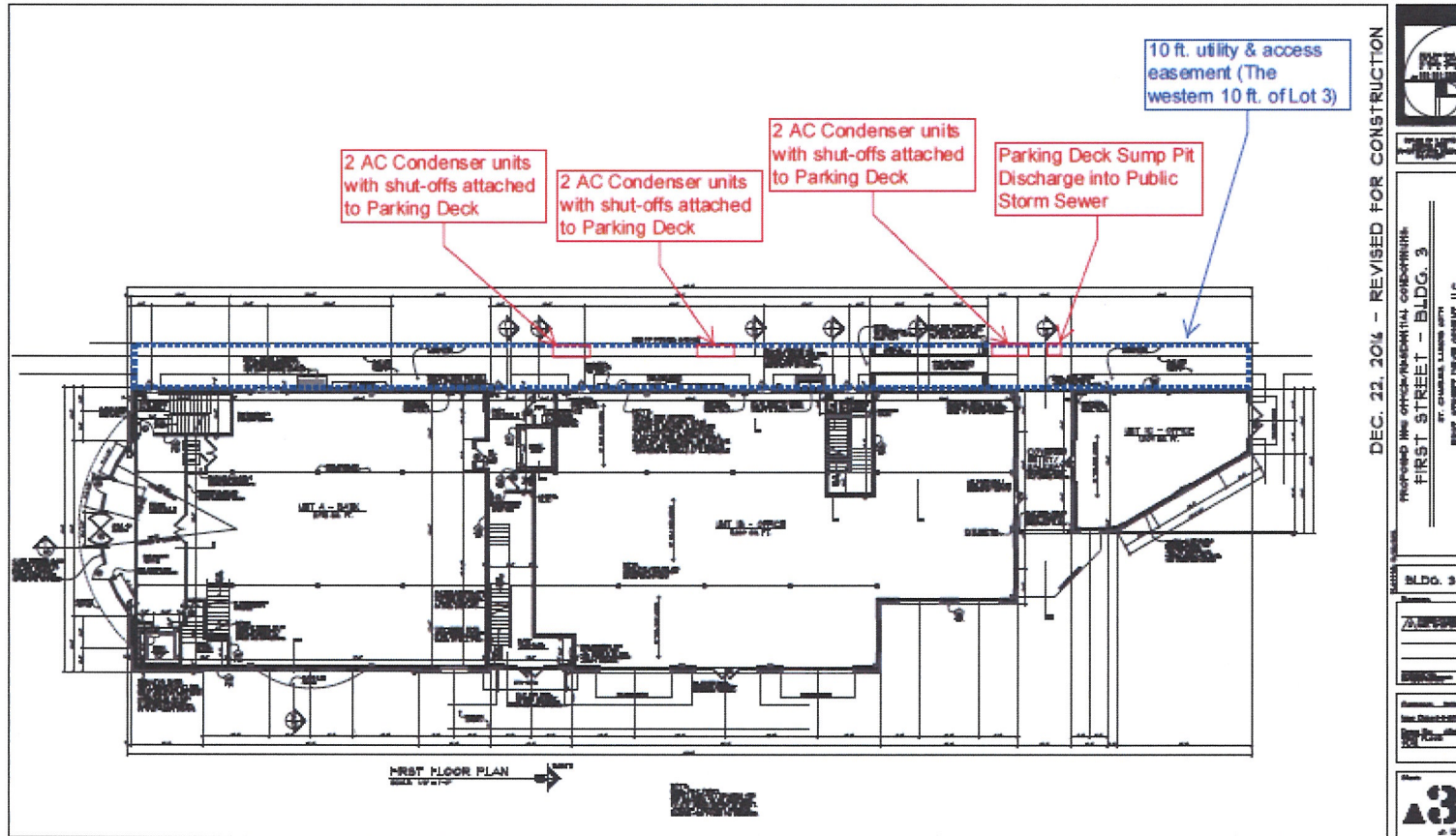
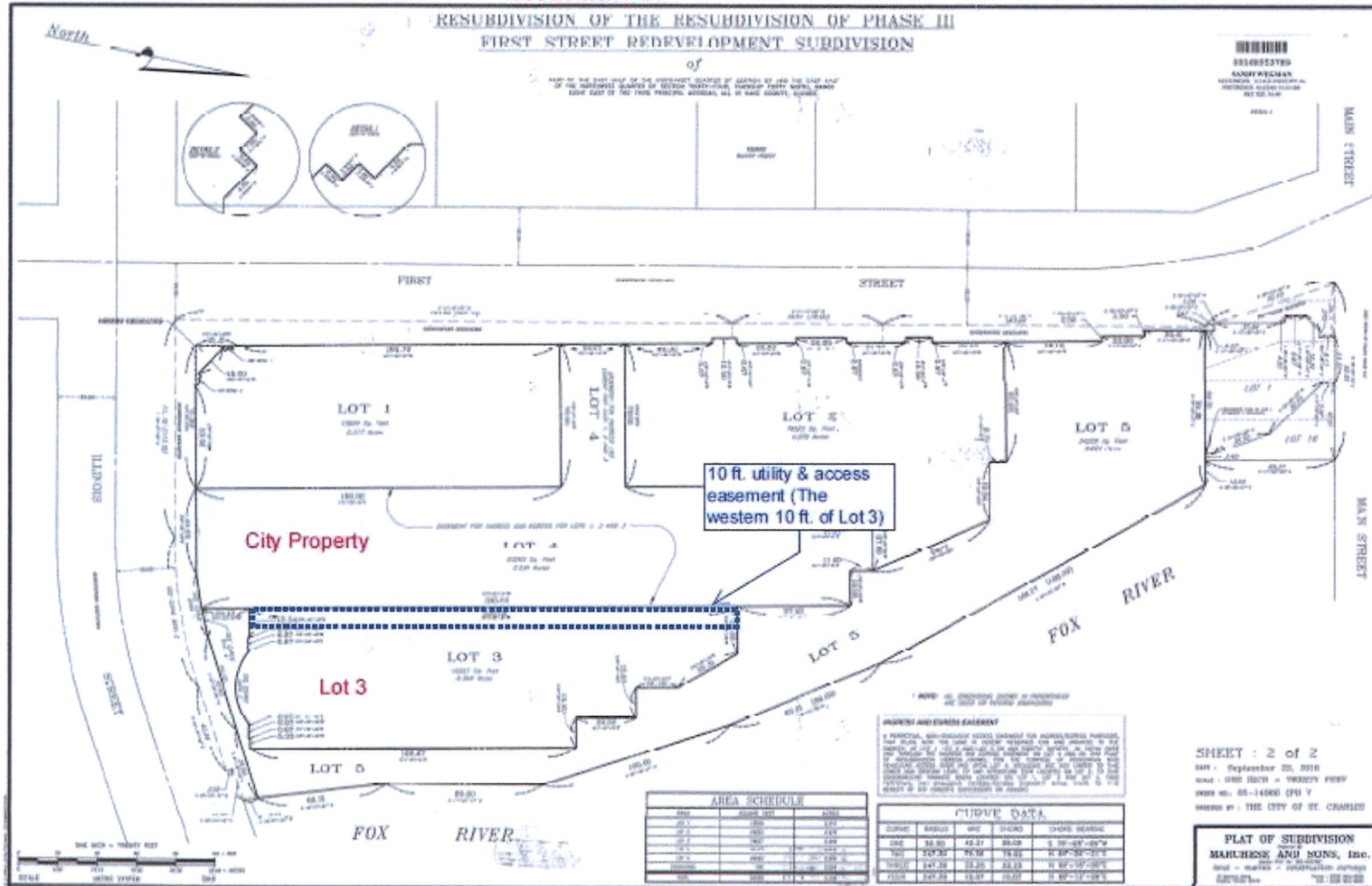


Exhibit D- Facilities on Lot 3  
 Page 3 of 3  
 Subdivision Plat





**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4b

Title:

Presentation of a Concept Plan for Pride gas Station, southeast corner of Kirk Rd. and East Main St.

Presenter:

Ellen Johnson

Meeting: Planning & Development Committee

Date: June 10, 2019

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted:

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

The subject property is a 2.37 acre parcel known as the Regole family homestead, located at the southeast corner of Kirk Rd. and E. Main St.

CIMA Developers LP are under contract to purchase the property. Proposed is development of the property with a Pride gas station and car wash. Details of the proposal are as follows:

- Annexation to the City of St. Charles
- Rezoning to BR Regional Business with a Planned Unit Development (PUD).
- Fuel Facility (west side of the property): 1-story, 4,500 sf convenience store with quick-serve restaurant inside.
- Car Wash (east side of the property): 1-story, 1,920 sf automatic car wash.
- Right-in/right-out access on E. Main St.
- Cross-access to the east and south through Main Street Commons.

The Comprehensive Plan land use designation for the property is Corridor/Regional Commercial.

**Plan Commission Review:**

Plan Commission reviewed the Concept Plan on 6/4/19. Their comments are summarized as follows:

- High quality architecture and landscaping will be important due to the prominence of this intersection. The location of the convenience store building and the gas station canopy should be reversed so the building is on the corner.
- The car wash building should be shifted to the south to reduce its visibility along Main St. The car wash entrance should be flipped so any overflow stacking does not interfere with the main driveway intersection.
- A future traffic study should analyze vehicle circulation both internal to the site and through the cross-access drives, as well as car wash stacking.
- The feasibility of a pedestrian access across Kirk Rd. should be discussed with KDOT.
- The developer should be responsible for funding construction of the public sidewalk. The sidewalks should be straightened out if possible.
- Commissioners commended the applicant on their willingness to develop a difficult site.

**Attachments** (please list):

Concept Plan Application, Plans

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

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

- Land use
- Site layout and access
- Whether a PUD is appropriate

Community & Economic Development  
 Planning Division

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



ST. CHARLES  
 SINCE 1834

**Staff Report**

**TO:** Chairman Rita Payleitner  
 And the Members of the Planning and Development Committee

**FROM:** Ellen Johnson, Planner

**RE:** Pride Gas Station Concept Plan

**DATE:** June 4, 2019

**I. APPLICATION INFORMATION:**

**Project Name:** Pride Gas Station

**Applicant:** CIMA Developers, LP

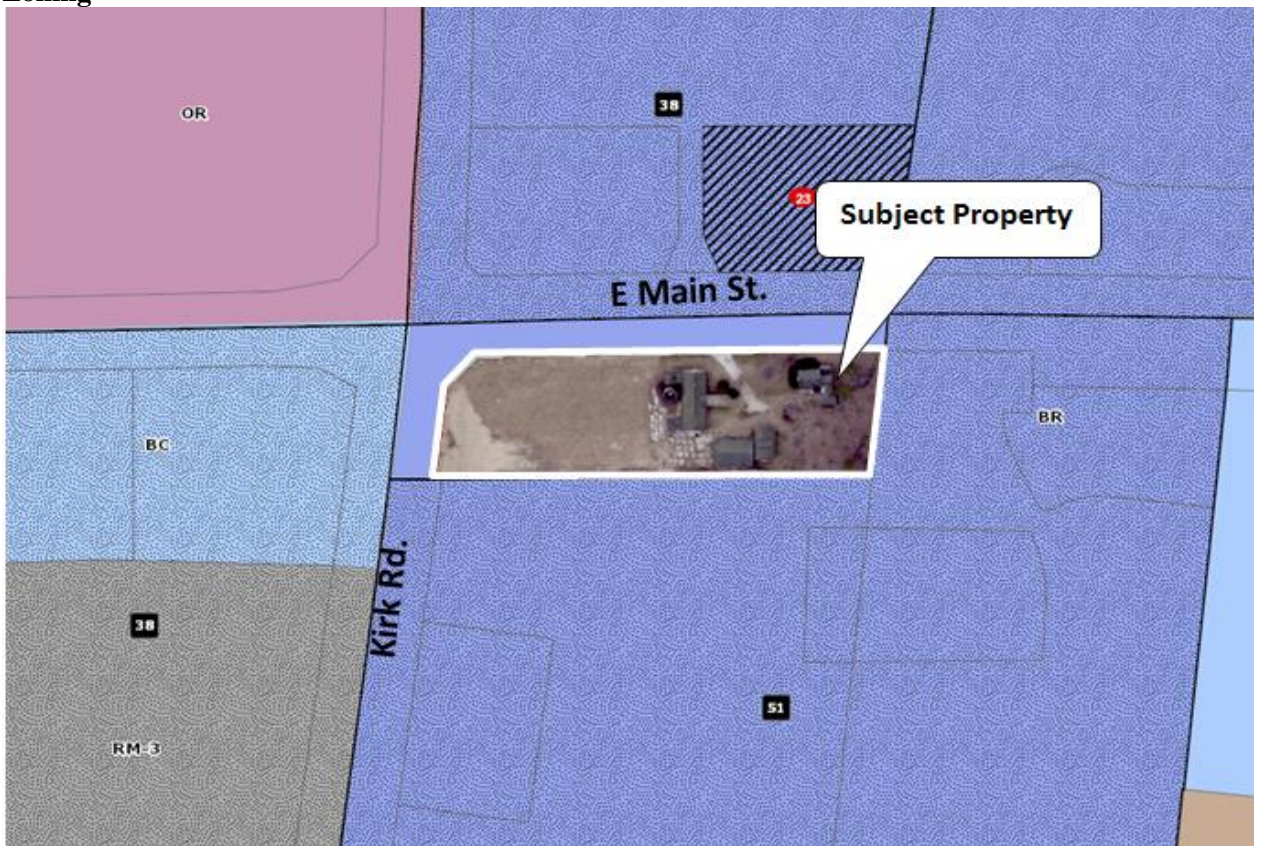
**Purpose:** Obtain feedback on a Concept Plan for a commercial development consisting of a gas station and car wash

<b>General Information:</b>		
<b>Site Information</b>		
Location	Southeast corner of Kirk Rd. and E. Main St. (unincorporated)	
Acres	2.37 acres (103,237 sf)	
Application:	Concept Plan	
Applicable City Code Sections	Ch. 17.04 – Design Review Standards & Guidelines Ch. 17.14 – Business & Mixed Use Districts Ch. 17.24 – Off-Street Parking, Loading & Access Ch. 17.26 – Landscaping & Screening	
<b>Existing Conditions</b>		
Land Use	Vacant/formerly agriculture	
Zoning	F- Farming (Kane County Zoning)	
<b>Zoning Summary</b>		
North	BR Regional Business (PUD)	West Suburban Bank, On the Border
East	BR Regional Business (PUD)	Main Street Commons shopping center
South	BR Regional Business (PUD)	Main Street Commons shopping center
West	BC Community Business (PUD)	First American Bank
<b>Comprehensive Plan Designation</b>		
Corridor/Regional Commercial		

**Aerial**



**Zoning**





## II. OVERVIEW

### A. PROPERTY HISTORY

The subject property is a 2.37 acre parcel located at the southeast corner of Kirk Rd. and E. Main St. It is known as the Regole family homestead. The property contains several buildings including a house, barn, additional shed and corn crib. The buildings have been vacant for a number of years.

The Regole family once farmed around 300 acres of land in the surrounding area. The farmland was sold off over time, making way for development of the Main Street Commons shopping center surrounding the subject property on the east and south sides, and Stuart's Crossing to the north and west. The remnant homestead has not been annexed to St. Charles and remains under the jurisdiction of Kane County.

### B. PROPOSAL

CIMA Developers LP are under contract to purchase the subject property. CIMA Developers and The PRIDE Stores, Inc. are proposing to develop the property with a gas station and car wash. Details of the proposal are as follows:

- Annexation to the City of St. Charles.
- Rezoning to the BR Regional Business District with a Planned Unit Development (PUD).
- Fuel Facility (west side of property):
  - 1-story, 4,500 sf convenience store with quick-serve restaurant inside.
  - Canopy with 8 fuel pumps.
- Car Wash (east side of property):
  - 1-story, 1,920 sf automatic car wash.
  - 12 vacuum stalls.
- Right-in/right-out access on E. Main St.
- Cross-access to the east and south through Main Street Commons.

### C. CONCEPT PLAN REVIEW PROCESS

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

## III. ANALYSIS

### A. COMPREHENSIVE PLAN

The Land Use Plan adopted as part of the 2013 Comprehensive Plan identifies the subject property as “Corridor/Regional Commercial”. The Plan states (p 39):

*“Areas designated as corridor/regional commercial are intended to accommodate larger shopping centers and developments that serve a more regional function, drawing on a*

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

The following items in the Commercial Areas Policies section relates to this project (p. 48):

***“Promote a mix of attractive commercial uses along the Main Street Corridor that provide a range of goods and services to the St. Charles Community. A wide range of commercial uses exist along the Main Street corridor, providing a variety of goods and services to residents. As a primary east-west route through the City, Main Street contributes to the overall character, image, and appearance of St. Charles...The City should continue to promote reinvestment along this key commercial corridor and maintain Main Street as a unique commercial corridor that can accommodate a wide array of business types to cater to the diverse needs of the St. Charles community.”***

***“Focus retail development at key notes/intersections along the City’s commercial corridors. Busy streets do not alone equate to demand for unlimited expanses of retail development. The market can only support so much commercial development, and within the City’s competitive market position, having expectations for all corridors to be retail may not be realistic. Instead, retail development should be clustered near key intersections and activity generators, like Main Street & Kirk Road and Lincoln Highway & Randall Road...”***

The subject property is located within the East Gateway Subarea. The East Gateway Improvement Plan on p.103 recommends the following improvements in the vicinity:

- Kirk Road & Main Street is a “Gateway Intersection”, with Kirk Road averaging nearly 25,000 vehicles per day and Main Street averaging over 48,000 vehicles per day. The plan recommends the City install gateway features such as signage, landscaping, decorative lighting, and pedestrian amenities in this area.
- Fill sidewalk gaps along the Main and Kirk frontages of the subject property.
- Sidewalk connection should be added from Main Street into the Main Street Commons shopping center.

The subject property is identified as part of Catalyst Site C in the East Gateway Subarea (p.104) which also includes the adjacent Main Street Commons shopping center. The discussion of Site C references high vacancy at Main Street Commons and the need for the City to work with the property owner to address issues impacting the commercial vitality of the shopping center. While Main Street Commons has recently undergone renovation and is fully leased, the last portion of the Site C discussion is relevant to the subject property:

*“...The City should work with the owners of the parcels that comprise this site to...incorporate the development of the remaining farmstead at the corner of Kirk and Main Street to jumpstart its revitalization.”*

**B. ZONING REVIEW**

The subject property is currently zoned F- Farming under Kane County zoning. The applicant is proposing a zoning designation of BR Regional Business upon annexation to the City of St. Charles. The applicant also plans to request approval of a Planned Unit Development (PUD) for the site to accommodate deviations from certain zoning requirements.

The purpose of the BR Regional Business District as noted in the Zoning Ordinance is as follows:

*“To provide locations along Strategic Regional Arterial corridors for shopping centers and business uses that draw patrons from St. Charles, surrounding communities and the broader region. The BR District consists primarily of large-scale development that has the potential to generate significant automobile traffic. It should be designed in a coordinated manner with an interconnected street network that is consistent with the City’s Comprehensive Plan. Uncoordinated, piecemeal development of small parcels that do not fit into a larger context are discouraged in the BR District. Compatible land uses, access, traffic circulation, stormwater management and natural features, all should be integrated into an overall development plan. Because this district is primarily at high visibility locations, quality building architecture, landscaping and other site improvements are required to ensure superior aesthetic and functional quality.”*

The subject property is surrounded by BR zoning on three sides with BC Community Business zoning to the west. BR zoning is appropriate for this property based on surrounding zoning and its location at a gateway intersection.

Two uses are proposed for the property: Gas Station and Car Wash. Both uses are permitted in the BR District.

The table below compares the BR District requirements with the Concept Plan. Items for consideration related to zoning bulk standards are listed below the table.

	<b>BR District (proposed zoning)</b>	<b>Concept Plan</b>
<b>Min. Lot Area</b>	1 acre (2 acres required for two buildings on one lot)	2.37 acres
<b>Max. Building Coverage</b>	30%	13%
<b>Max. Building Height</b>	40 ft.	20 ft.
<b>Front Yard (Main St.)</b>	Bldg: 20 ft. Parking: 20 ft.	Convenience Store: 39 ft. Car Wash: 20 ft. Parking (paving): 20 ft.
<b>Interior Side Yard (east)</b>	Bldg: 15 ft. Parking: 0 ft.	Convenience Store: 307 ft. Car Wash: 106 ft. Parking (paving): 54 ft.
<b>Exterior Side Yard (Kirk Rd.)</b>	Bldg: 20 ft. Parking: 20 ft.	Convenience Store: 209 ft. Car Wash: 420 ft. Parking (paving): 25 ft.
<b>Rear Yard (south)</b>	Bldg: 30 ft. Parking: 0 ft.	Convenience Store: 78 ft. Car Wash: 124 ft. Parking: 2.5 ft.

<b>Landscape Buffer Yard</b>	Not Required	N/A
<b>Off-Street Parking</b>	Car Wash: 2 per bay + 10 stacking per bay Gas Station: 4 per 1,000 sf GFA (reduced by number of fuel pumps) Restaurant within convenience store: 10 per 1,000 sf GFA	32 spaces <i>See Staff Comment</i>

- A portion of the proposed right turn lane on Main St. is on private property rather than public right-of-way. IDOT may require the right-of-way to be extended south of the turn lane. Kirk Road is under the jurisdiction of the Kane County DOT. KDOT may require the right-of-way width to match the existing width to the south. Changes to the location of right-of-way and property lines may cause issues with conformance to building and/or parking setbacks. Setback deviations may need to be requested through a PUD.
- It appears adequate parking is provided. With 8 fuel pumps, the gas station would require 10 parking spaces based on a 4,500 sf convenience store building. However, the parking requirement will be higher due to a restaurant proposed to be located within the building. The square footage of the restaurant space has not yet been provided.

**D. TRAFFIC & ACCESS**

Staff is recommending a traffic study be provided at the time of PUD Preliminary Plan submittal.

Direct access to the property is proposed via a right-in/right-out only access point on E. Main St. A new right turn lane on Main St. is also proposed. IDOT approval will be needed for the proposed design. IDOT has reviewed the site plan and appears to be supportive of the right-in/right-out access as shown.

No access on Kirk Rd. is proposed; KDOT was not supportive of access on Kirk to this lot due to the proximity of the intersection.

Cross-access to Main Street Commons is proposed. A full access is shown at the east side of the property, connecting to the signalized shopping center entrance on Main St. Another full access is proposed at the south side of the gas station connecting to the shopping center parking lot driveway. Vehicles can enter the shopping center from Kirk Rd. and access the gas station through this connection.

An easement agreement allowing for cross-access between the subject property and the shopping center has been prepared.

Sidewalk connections are provided along Kirk Rd. and Main St., connecting to the existing sidewalk network. The applicant has submitted a letter (attached) requesting the City to incur the cost of the sidewalk installation. It is standard practice for developers to install public sidewalk at their expense as part of any new development.

#### E. GAS STATION

Gas stations are subject to the use standards contained in Section 17.20.030, listed below.

1. Restaurants in gas stations shall be required to meet the parking requirements for restaurants in addition to those for gas stations.
  - *A quick-service restaurant is intended to locate within the convenience store. The square footage of the restaurant within the building will need to be provided to verify adequate parking is provided. The parking requirement for a restaurant is 10 spaces per 1,000 sf of GFA.*
2. Fuel pumps shall be located no closer than 20 feet from any lot line and shall be located so that a vehicle using the fuel pump does not encroach into the public right of way or onto adjoining property
  - *The proposed canopy is a minimum of 30 ft. from all lot lines and at an adequate distance so that vehicles using the pumps will not encroach into the ROW or adjacent property.*
3. Gas station canopies shall be subject to the lighting standards of Section 17.22.040 (Site Lighting). Gas station canopies shall also meet all applicable setback requirements for the principal building.
  - *The proposed canopy lighting will need to meet the standards of Section 17.22.040.*
  - *The gas station canopy meets the setback requirements for the principal building.*
4. The provisions hereof relating to Outdoor Sales shall apply if Outdoor Sales are included.
  - *Outdoor sales have not been identified. However, per Section 17.20.030, outdoor sales accessory to gas stations are permitted provided the sales area is limited to 30 sf multiplied by the number of pumps on the lot. The sales area(s) can only be located within the pump islands or on a sidewalk adjoining the building.*

#### F. CAR WASH

The proposed car wash is located up to the front setback line. Vehicle stacking is on the west side of the building with vehicles travelling east into the car wash. Vehicles exit the facility through the vacuum area.

Car wash establishments are subject to the requirements of Section 17.24.100 “Drive-Through Facilities”. Based on these requirements there are a number of items for consideration related to the car wash:

- Landscaping will be needed to screen vehicle stacking from view from Main St.
- Stacking cannot obstruct ingress/egress to the site or interfere with vehicle circulation. The plan shows adequate space for 10 stacked vehicles in two lanes without conflicting with the southern drive aisle. However, code requires 10 spaces placed in a single lane, which would conflict with vehicle circulation. A PUD deviation could be requested to allow for two stacking lanes.
- The applicant has been asked to consider flipping the direction of the car wash so that any overflow stacking does not interfere with the main driveway intersection.

Additionally, it would be preferable for the car wash to be set back further from Main St. This would help to reduce the visibility of the car wash and vehicle stacking.

### C. LANDSCAPING

A landscape plan will be required with a future PUD Preliminary Plan. Based on the site plan, it appears there is adequate space to meet the applicable standards of Ch. 17.26 “Landscaping & Screening” including public street frontage and parking lot landscaping. The following modifications will be needed to comply with landscaping requirements:

- The foundation landscape bed along the west side of the convenience store will need to be increased to 5 ft. in width.
- The proposed retaining wall along the south side of the property is up to 10 ft. in height. Retaining walls exceeding 4 ft. in height require a terrace or stepping back of the retaining wall to allow for a planting area. The terrace shall be between 1/3 and 1/2 of the total retaining wall height, as measured from the base of the wall. The planting area shall be no less than 2 feet in width and shall be planted with a combination of turf, shrubs and perennials.

### G. BUILDING DESIGN

Architectural renderings have not been submitted. Buildings in the BR District are subject to the Design Review requirements of Section 17.06.030 Standards and Guidelines – BL, BC, BR, & O/R Districts.

Of note is that the north elevation of the convenience store will need to comply with the design standards applicable to street facing facades, including requirements for architectural features and window transparency. This may be challenging with the building entrance and “front” on the south elevation. The applicant has indicated they intend to meet these standards, with windows on the north and west elevations and a solid wall on the south elevation. The entrance would be located on the west end of the south elevation.

### H. SIGNS

Two freestanding signs are proposed off-site on the Main Street Commons property, near the Main St. and Kirk Rd. shopping center entrances. An off-site directional sign is also proposed. Off-site signs are not permitted under City Code, however a deviation to allow off-site signage can be requested through a PUD.

### I. ENGINEERING REVIEW

A portion of an existing detention pond that provides stormwater management for Main Street Commons is located over the proposed eastern cross-access drive. The existing pond will be modified and an additional pond will be added on the east side of the subject property. An easement agreement has been prepared acknowledging shared stormwater management between the subject property and Main Street Commons. Staff has provided the applicant with review comments regarding the new pond and need for additional retention volume and further evaluation at the time of preliminary engineering.

Additional technical comments regarding utilities have been provided to the applicant and will need to be addressed on future plan submittals.

### J. FIRE REVIEW

The Fire Department will require a fire apparatus access road within 50 ft. of the building. The access road must be 20 ft. in width. Drives shown within 50 ft. of the car wash building are 12-13 ft. in width. The site layout will need to be modified to provide the required access.

#### **IV. FUTURE APPROVAL PROCESS**

If the applicant chooses to move forward with the proposed development at the conclusion of the Concept Plan process, the applicant would need to gain approval of the following subsequent to annexation to the City of St. Charles:

1. Map Amendment: To rezone the property to the BR District.
2. Special Use for PUD: To establish a PUD ordinance with unique zoning standards to accommodate the proposal.
3. PUD Preliminary Plan: To approve the physical development of the property, including site and engineering plans, landscape plan, and building elevations.

#### **V. PLAN COMMISSION REVIEW**

Plan Commission reviewed the Concept Plan on 6/4/19. Their comments are summarized as follows:

- High quality architecture and landscaping will be important due to the prominence of this intersection. The location of the convenience store building and the gas station canopy should be reversed so the building is on the corner.
- The car wash building should be shifted to the south to reduce its visibility along Main St. The car wash entrance should be flipped so any overflow stacking does not interfere with the main driveway intersection.
- A future traffic study should analyze vehicle circulation both internal to the site and through the cross-access drives, as well as car wash stacking. The feasibility of a pedestrian access across Kirk Rd. should be discussed with KDOT.
- Commissioners commended the applicant on their willingness to develop a difficult site.

#### **VI. SUGGESTED ACTION**

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

- ✓ Proposed use of the property.
- ✓ Site layout and access.
- ✓ Is a PUD appropriate for this project? Would a PUD advance one or more of the purposes of the PUD procedure:
  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*

- ✓ Would the identified PUD deviations be warranted? To grant PUD deviations, the City Council will need to find that:
  - 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 to be considered in this determination shall include, but are not limited to the following:*

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

## **1. ATTACHMENTS**

- Concept Plan Application; received 4/30/19
- Plans



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

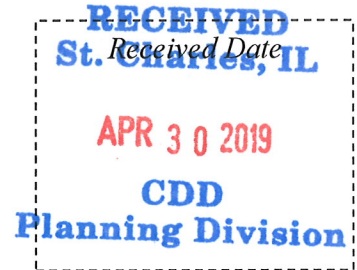


COMMUNITY & ECONOMIC DEV./PLANNING DIVISION

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

**CONCEPT PLAN APPLICATION**

<b>CITYVIEW</b>	
Project Name:	<u>Pride Gas Station</u>
Project Number:	<u>2019 -PR-007</u>
Application Number:	<u>2019 -AP-008</u>



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

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

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

<b>1. Property Information:</b>	Location:	<u>SEC KIRK RD &amp; (IL STATE RT 64) MAIN ST.</u>	
	Parcel Number (s):	<u>09-25-100-036</u>	
	Proposed Project Name:	<u>Pride Gas Station</u>	
<b>2. Applicant Information:</b>	Name	<u>CIMA DEVELOPERS, LP</u>	Phone <u>630.653.1700</u>
	Address	<u>30W180 BUTTERFIELD RD WARRENVILLE, IL 60555</u>	Fax <u>630.791.8283</u>
			Email <u>dsoltis@cimadevelopers.org</u>
<b>3. Record Owner Information:</b>	Name	<u>CIMA DEVELOPERS, LP</u>	Phone <u>630.791.8280</u>
	Address	<u>30W180 BUTTERFIELD RD WARRENVILLE, IL 60555</u>	Fax <u>630.791.8283</u>
			Email

**Please check the type of application:**

- PUD Concept Plan:** Proposed Name: \_\_\_\_\_
- Subdivision Concept Plan** Proposed Name: \_\_\_\_\_
- Other Concept Plan** \_\_\_\_\_

**Zoning and Use Information:**

Current zoning of the property: UNINCORPORATED

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

Current use of the property: VACANT LAND

Proposed zoning of the property: BR-REGIONAL BUSINESS PUD? ✓

Proposed use of the property: RETAIL / FUEL FACILITY, CONVENIENCE STORE, CARWASH

Comprehensive Plan Designation: CORRIDOR / REGIONAL COMMERCIAL

**Attachment Checklist**

**REIMBURSEMENT OF FEES AGREEMENT:**

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

**REIMBURSEMENT OF FEES INITIAL DEPOSIT:**

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

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

**PROOF OF OWNERSHIP and DISCLOSURE:**

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

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

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

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

**LEGAL DESCRIPTION:** For entire subject property, on 8 ½ x 11 inch paper

**PLAT OF SURVEY:**

A current plat of survey for the Subject Realty showing all existing improvements on the property, prepared by a registered Illinois Professional Land Surveyor.

**AERIAL PHOTOGRAPH:**

Aerial photograph of the site and surrounding property at a scale of not less than 1"=400', preferably at the same scale as the concept plan.

**PLANS:**

All required plans shall be drawn on sheets no larger than 24" x 36", unless the Director of Community Development permits a larger size when necessary to show a more comprehensive view of the project. All required plans shall show north arrow and scale, and shall be drawn at the same scale (except that a different scale may be used to show details or specific features). All plans shall include the name of the project, developer or owner of site, person or firm preparing the plan, and the date of plan preparation and all revisions. A pdf document file or files of all plans shall be required with each submittal. The number of paper plans required shall be as determined by the Director of Community Development, based upon the number of copies needed for review.

#### **Copies of Plans:**

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

#### **Concept Plans shall show:**

##### 1. Existing Features:

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

##### 2. Proposed Features:

- Name of project, north arrow, scale, date
- Boundaries of property with approximate dimensions and acreage
- Site plan showing proposed buildings, pedestrian and vehicular circulation, proposed overall land use pattern, open space, parking, and other major features.
- Architectural elevations showing building design, color and materials (if available)
- General utility locations or brief explanation providing information on existing sanitary sewer, storm sewer, water, and other utilities necessary to service the development

**SUMMARY OF DEVELOPMENT:**

Written information including:

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

**PARK AND SCHOOL LAND/CASH WORKSHEETS**

*N/A*  
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.

*N/A*

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

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

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

	<i>4-22-19</i>
Record Owner	Date
	<i>4-22-19</i>
Applicant or Authorized Agent	Date



## CIMA DEVELOPERS

30W180 Butterfield Road  
Warrenville, IL 60555  
(630) 653-1700  
Fax: (630) 791-8283

April 30, 2019

City of St. Charles  
Community and Economic Development/Planning Division  
Two East Main Street  
St. Charles, IL 60174-1984

RE: Concept Meeting Request/ CIMA Developers

To Whom It May Concern:

On behalf of the petitioners, CIMA Developers, LP and The PRIDE Stores, Inc, please accept this as our formal request for a Concept Meeting regarding our proposed ground up construction project at the SEC of Kirk Road and Main St ( IL State Rt 64); We are currently under contract on this approximately 103,237 SF lot.

We are seeking Annexation of the property and PUD approval with a rezoning to BR-Regional Business. Plan designation is Corridor/Regional Commercial. Any particular zoning exceptions or departures are yet to be determined.

To provide some background, The PRIDE Stores, Inc own and operate 14 PRIDE Fuel Facility and Convenience store locations within the Chicagoland area. The PRIDE Stores, Inc is the Retail arm of Parent Petroleum. Parent Petroleum supplies fuel products and lubricants throughout the Chicagoland area, and has been in business for over 30 years.

The project will consist of a one story, 4,500 SF Convenience Store, 8 dispenser fueling canopy area (AMOCO Brand) , one story 1,920 SF conveyor car wash facility, and our proprietary Quick Service Restaurant offer (QSR), located within the convenience store. (At this point we are considering our "Taco Urbano" food offer.)

The fuel facility, convenience store and car wash will operate 24 hours, 7 days a week. The car wash facility will function as a self sufficient, manual operation. The QSR restaurant will have shorter hours, estimated to be approximately 6am to 7pm, and subject to change based off sales volume. We plan to serve our upscale beer/wine and spirits offer as well within the Convenience store facility.

The site plan allows for optimal traffic flow utilizing a planned Right-In-Right Out on Main St. and a cross access points into the adjacent Shopping Center.

We have received some preliminary comments from the Planning Department to date, but at this time we welcome the opportunity to present our project to Staff and Commission, and look forward to additional City feedback.

Thank You.

Sincerely,

Dan Soltis  
Vice President of Real Estate  
CIMA Developers LP

**OWNERSHIP DISCLOSURE FORM  
REVOCABLE LIVING TRUST**

State of Illinois        )  
                                  ) SS.  
Kane County            )

I, Edward N. Regole, being first duly sworn on oath depose and say that I am the trustee of Edward N. Regole Revocable Trust dated November 9, 1993 ("Edward N. Regole Revocable Trust"), and that the following person is the sole current beneficiary of the Edward N. Regole Revocable Trust:

*Edward N. Regole*

DATED this 8 day of May, 2019.

**Edward N. Regole Revocable Trust  
dated November 9, 1993**

*Edward N. Regole*  
\_\_\_\_\_  
Edward N. Regole, Trustee

Subscribed and Sworn before me this 8th day  
of May, 2019.

*[Signature]*  
\_\_\_\_\_  
Notary Public




**LETTER OF AUTHORIZATION**

State of Illinois     )  
                                  ) SS.  
Kane County         )

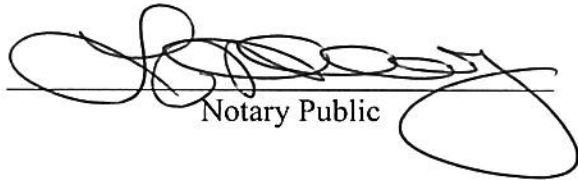
I, Edward N. Regole, Trustee of the Edward N. Regole Revocable Trust dated November 9, 1993, hereby grant permission to CIMA Developers Limited Partnership, an Illinois limited partnership, to file with the City of St. Charles, Illinois, a Concept Plan for my property commonly known as 33W573 Route 64, St. Charles, Illinois, located in St. Charles Township, Kane County, Illinois.

DATED this 8 day of may, 2019.

**Edward N. Regole Revocable Trust  
dated November 9, 1993**

  
\_\_\_\_\_  
**Edward N. Regole, Trustee**

Subscribed and Sworn before me this 8<sup>th</sup> day  
of may, 2019.

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




**OWNERSHIP DISCLOSURE FORM  
PARTNERSHIPS**

STATE OF ILLINOIS    )  
                                  ) SS.  
KANE COUNTY         )

I, PETER M. SPINA, being first duly sworn on oath depose and say that I am ~~the~~  
THE SOLE MANAGING MEMBER OF ANGEL ASSOCIATES, LLC, THE  
General Partner of CIMA DEVELOPERS, LP, an Illinois

~~(General)~~ (Limited) Partnership and that the following persons are all of the partners thereof:

- ANGEL ASSOCIATES, LLC       (General)~~(Limited)~~ Partner
- PETER A. SPINA AND NANCY A. SPINA  
GRANTOR IRREVOCABLE TRUST   ~~(General)~~(Limited) Partner
- \_\_\_\_\_ (General)(Limited) Partner
- \_\_\_\_\_ (General)(Limited) Partner
- \_\_\_\_\_ (General)(Limited) Partner
- \_\_\_\_\_ (General)(Limited) Partner

By:  \_\_\_\_\_ (General)(Limited) Partner

Subscribed and Sworn before me this 27th day of  
APRIL, 20 19.

Linnea R Meyle  
\_\_\_\_\_  
Notary Public







CIMA DEVELOPERS, LP

**30W180 Butterfield Road  
Warrenville, IL 60555  
O: (630) 653-1700  
F: (630) 791-8283**

February 19th, 2019

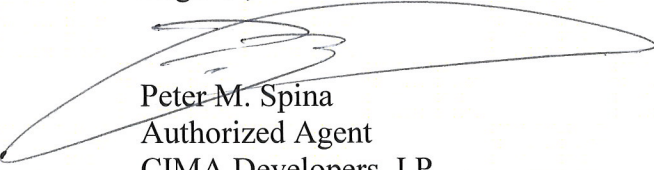
City of St. Charles  
Community and Economic Development/Planning Division  
Two East Main Street  
St. Charles, IL 60174-1984

RE: The PRIDES Stores- SEC Kirk Road & E. Main Street ( IL Rt 64) – Consent Authorization  
to proceed with Zoning Application

To Whom It May Concern:

I, Peter M. Spina, authorized agent of CIMA Developers, LP, the Contract Purchaser of the  
subject property, approximately 2.38 acres located at the Southeast Corner of Kirk Road and E.  
Main Street ( IL RT 64), St. Charles , IL give my consent to Dan Soltis of CIMA Developers, LP  
to apply and proceed with any City zoning proceedings necessary in relation to the  
accompanying Zoning Applications.

Regards,



Peter M. Spina  
Authorized Agent  
CIMA Developers, LP

**Legal Description**  
SEC Kirk Road & Main St. (IL State Route 64)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID QUARTER SECTION, 3.49 CHAINS WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER THEREOF; THENCE NORTH 8 DEGREES EAST 20.94 CHAINS; THENCE NORTH 77 DEGREES WEST 14.23 CHAINS; THENCE SOUTH 8 DEGREES WEST 20.58 CHAINS; THENCE NORTH 89 DEGREES EAST 3.35 CHAINS; THENCE SOUTH 3.66 CHAINS TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25; THENCE EAST ON SAID SOUTH LINE 10.52 CHAINS TO THE POINT OF BEGINNING (EXCEPT THAT PART NORTH OF THE CENTER LINE OF ROUTE 64 AND EXCEPT THAT PART WEST OF THE EAST LINE OF KIRK ROAD AND ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF KIRK ROAD (COUNTY HIGHWAY NO. 77) AS DESCRIBED IN DOCUMENT 1107922 WITH A LINE DRAWN PARALLEL WITH AND 50.0 FEET SOUTHERLY OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 64 (MEASURED AT RIGHT ANGLES THERETO); THENCE ON AN ASSUMED BEARING OF SOUTH 7 DEGREES, 44 MINUTES, 17 SECONDS WEST ALONG SAID EASTERLY LINE 60.0 FEET; THENCE NORTH 43 DEGREES, 53 MINUTES, 42 SECONDS EAST 83.76 FEET TO SAID PARALLEL LINE; THENCE NORTH 1 DEGREE, 01 MINUTES, 58 SECONDS WEST 50.0 FEET TO SAID CENTER LINE; THENCE SOUTH 88 DEGREES, 58 MINUTES, 02 SECONDS WEST ALONG SAID CENTER LINE 42.29 FEET TO SAID EASTERLY LINE EXTENDED; THENCE SOUTH 7 DEGREES, 44 MINUTES, 17 SECONDS WEST ALONG SAID EASTERLY LINE EXTENDED 50.59 FEET TO THE POINT OF BEGINNING, ALSO EXCEPT THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER IN SECTION 25 TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5, UNIT 1, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT; PROCEED NORTHERLY ON THE NORTHERLY EXTENTION OF THE WEST LINE OF SAID LOT 5, 109.41 FEET, TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF NORTH AVENUE (RT. 64); THENCE NORTHEASTERLY ON SAID RIGHT OF WAY LINE WHICH FORMS AN EXTERIOR ANGLE OF 216 DEGREES 09 MINUTES 25 SECONDS WITH THE LAST DESCRIBED LINE, 21.19 FEET TO A POINT ON A LINE 12.50 FEET EASTERLY OF AND PARALLEL WITH THE NORTHERLY EXTENTION OF THE WEST LINE OF SAID LOT 5; THENCE SOUTHERLY ON SAID PARALLEL LINE WHICH FORMS AN INTERIOR ANGLE OF 36 DEGREES 09 MINUTES 25 SECONDS WITH THE LAST DESCRIBED LINE, 124.63 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 5; THENCE WESTERLY ON SAID NORTH LINE, WHICH FORMS AN INTERIOR ANGLE OF 98 DEGREES 33 MINUTE 48 SECONDS WITH THE LAST DESCRIBED LINE, 12.64 FEET, TO THE POINT OF BEGINNING), IN THE TOWNSHIP AND CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

Permanent Tax No: 09-25-100-036



CIMA DEVELOPERS, LP

30W180 Butterfield Road  
Warrenville, IL 60555

O: (630) 653-1700

F: (630) 791-8283

May 16, 2019

City of St. Charles  
Community and Economic Development/Planning Division  
Two East Main Street  
St. Charles, IL 60174-1984

RE: Request for Relief to construct Public Sidewalks on Proposed SEC Main St & Kirk Road Development

To Whom It May Concern:

Please allow this correspondence to serve as CIMA Developers, LP's (Developer) formal request to have Public sidewalk costs associated with the proposed development to be incurred by the City of St. Charles.

On our current site plan dated April 3, 2019, we show approximately 700 LFT of sidewalk running the entire length of the frontages of the site.

We depict it on the plan, however our intent is to **not** have to incur the costs of that Public sidewalk. We feel this should be the responsibility of the City, especially since this development would be part of an Annexation. We are not asking for any type of TIF, we are not asking for any type of tax abatement, or any other type of relief. With the additional costs of all the other requirements on this property that we will need to incur, (stormwater, retaining walls, etc) we feel this is a very reasonable request.

Thank you and we will look forward to the City's overall review and Staff notes, and subsequent approval of this request.

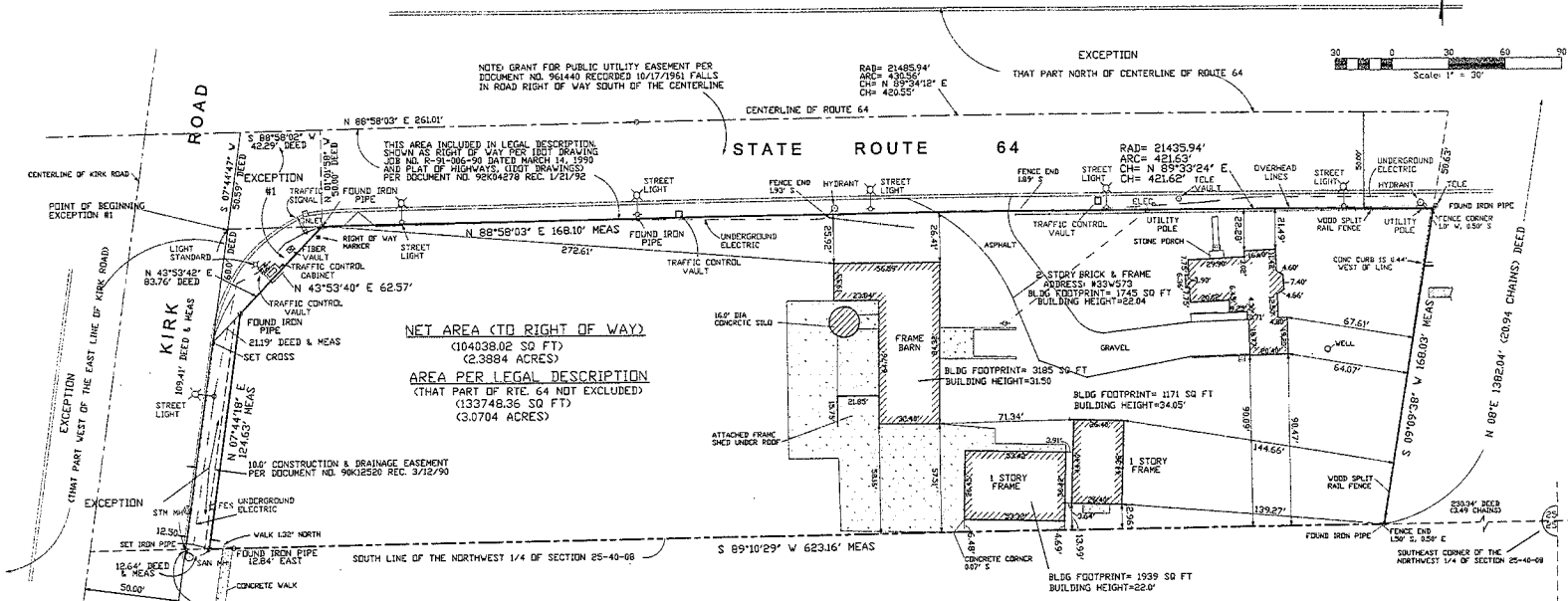
Regards,

A handwritten signature in black ink, appearing to read "Dan Soltis", written over a horizontal line.

Dan Soltis  
Vice President of Real Estate  
CIMA Developers, LP.

**Alan J. Coulson, P.C.**  
**PROFESSIONAL LAND SURVEYORS**  
**PLAT OF SURVEY**

**ALTA/NSPS LAND TITLE SURVEY**



**NET AREA (TO RIGHT OF WAY)**  
 (104038.02 SQ FT)  
 (2.3894 ACRES)

**AREA PER LEGAL DESCRIPTION**  
 (THAT PART OF RTE. 64 NOT EXCLUDED)  
 (133748.36 SQ FT)  
 (3.0704 ACRES)

STATE OF ILLINOIS  
 COUNTY OF KANE  
 To: Chicago Title Insurance Company  
 Edward N. Regole, Trustee of the Edward N. Regole Revocable  
 Trust dated November 9, 1993  
 CIMA Developers Limited Partnership

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-4, 7(c)(1), 7(b), 7(c)(3), 9, 11, 16-18 and 21 of Table A thereof. (\$1,000,000.00)  
 The field work was completed on 5/11/2017  
 Date of Plat of Map 5/11/2017

Charles J. Hill  
 I. P. L. S. #2700  
 My license expires on November 30, 2018

There is no evidence of the site used as a solid waste dump, spring or sanitary landfill.  
 No utility maps or atlases were provided by the client or utility companies

**UTILITY STATEMENT**

THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM VISIBLE EVIDENCE AND EXISTING UTILITY MAPS AND RECORDS, IF FURNISHED. WE DO NOT GUARANTEE THAT THE UTILITY LINES SHOWN COMPRISE ALL THE UTILITIES EXISTING IN THE AREA, EITHER IN SERVICE OR ABANDONED. NOR DO WE WARRANT THAT SAID UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED, ONLY THAT THE LOCATION MARKINGS, (PROVIDED BY OTHERS), HAVE BEEN FIELD LOCATED. WE HAVE ACCURATELY LOCATED ALL VISIBLE STRUCTURES. WE CANNOT BE RESPONSIBLE ITEMS NOT VISIBLE, SUCH AS STRUCTURES BURIED OR UNDER HEAVY SNOW COVER.

STATE OF ILLINOIS }  
 COUNTY OF KANE } ss MAY 19, 2017

I hereby certify that I have surveyed the property described in the above caption according to the official record, and that the above plat is a true and correct representation of said survey.

Charles J. Hill, Professional Land Surveyor No. 35-2700  
 My license expires 11/30/18

Any discrepancy in measurement should be promptly reported to the surveyor for explanation or correction.  
 WE DO NOT CERTIFY AS TO THE LOCATION OF UNDERGROUND UTILITIES OR UNDERGROUND IMPROVEMENTS.

FIELD WORK COMPLETED: MAY 18, 2017

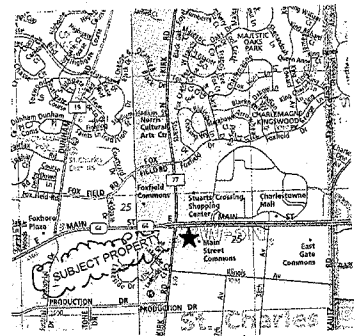
THIS SURVEY IS VALID ONLY WITH EMBOSSED SEAL.

This professional service conforms to the current Illinois minimum standards for a boundary survey.

**Alan J. Coulson, P.C.**  
 PROFESSIONAL LAND SURVEYORS  
 645 S. 8th St. (Rte. 31) West Dundee, IL 60118  
 Phone: (847)-426-2911 Fax: (847)-426-8074  
 E-Mail: SIRVAYR@AOL.COM

**OF PROPERTY DESCRIBED AS:**

That part of the Northwest Quarter of Section 25, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at a point in the South line of said quarter section, 3.48 chains West of the Southeast corner of the Northwest Quarter thereof; thence North 8 degrees East 20.84 chains; thence North 77 degrees West 14.23 chains; thence South 8 degrees West 20.53 chains; thence North 89 degrees East 3.35 chains; thence South 3.66 chains to the South line of the Northwest Quarter of said Section 25; thence East on said South line 10.52 chains to the point of beginning (except that part North of the center line of Route 64 and except that part West of the East line of Kirk Road and also except that part described as follows: Beginning at the point of intersection of the Easterly line of Kirk Road (County Highway No. 77) as described in Document 1107922 with a line drawn parallel with and 50.0 feet Southerly of the center line of Illinois State Route No. 64 (measured at right angles thereto); thence on an assumed bearing of South 7 degrees 44 minutes 17 seconds West along said Easterly line 90.0 feet; thence North 43 degrees 53 minutes 42 seconds East 83.76 feet to said parallel line; thence North 1 degree 01 minute 58 seconds West 50.0 feet to said center line; thence South 88 degrees 58 minutes 02 seconds West along said center line 42.29 feet to said Easterly line extended; thence South 7 degrees 44 minutes 17 seconds West along said Easterly line extended 50.58 feet to the point of beginning, also except that part of the Southeast Quarter of the Northwest Quarter in Section 25, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at the Northwest corner of said Lot 5, Unit 1, The "St. Charles" Illinois Industrial Development of the Central Manufacturing District; proceed Northerly on the Northerly extension of the West line of said Lot 5, 109.41 feet to a point on the Southeastery right of way line of North Avenue (Rt. 64); thence Northeasterly on said right of way line which forms an exterior angle of 216 degrees 03 minutes 25 seconds with the last described line; 21.16 feet to a point on a line 12.50 feet Easterly of and parallel with the Northerly extension of the West line of said Lot 5; thence Southerly on said parallel line which forms an interior angle of 36 degrees 08 minutes 25 seconds with the last described line, 124.63 feet to a point on the North line of said Lot 5; thence Westerly on said North line, which forms an interior angle of 88 degrees 33 minutes 48 seconds with the last described line, 12.64 feet to the point of beginning, in the Township and City of St. Charles, Kane County, Illinois.



**VICINITY MAP**

**SURVEYORS NOTES:**

Dimensions shown are given in feet and decimal parts thereof.

We do not certify to underground drain tiles or utilities not visible by surface inspection.

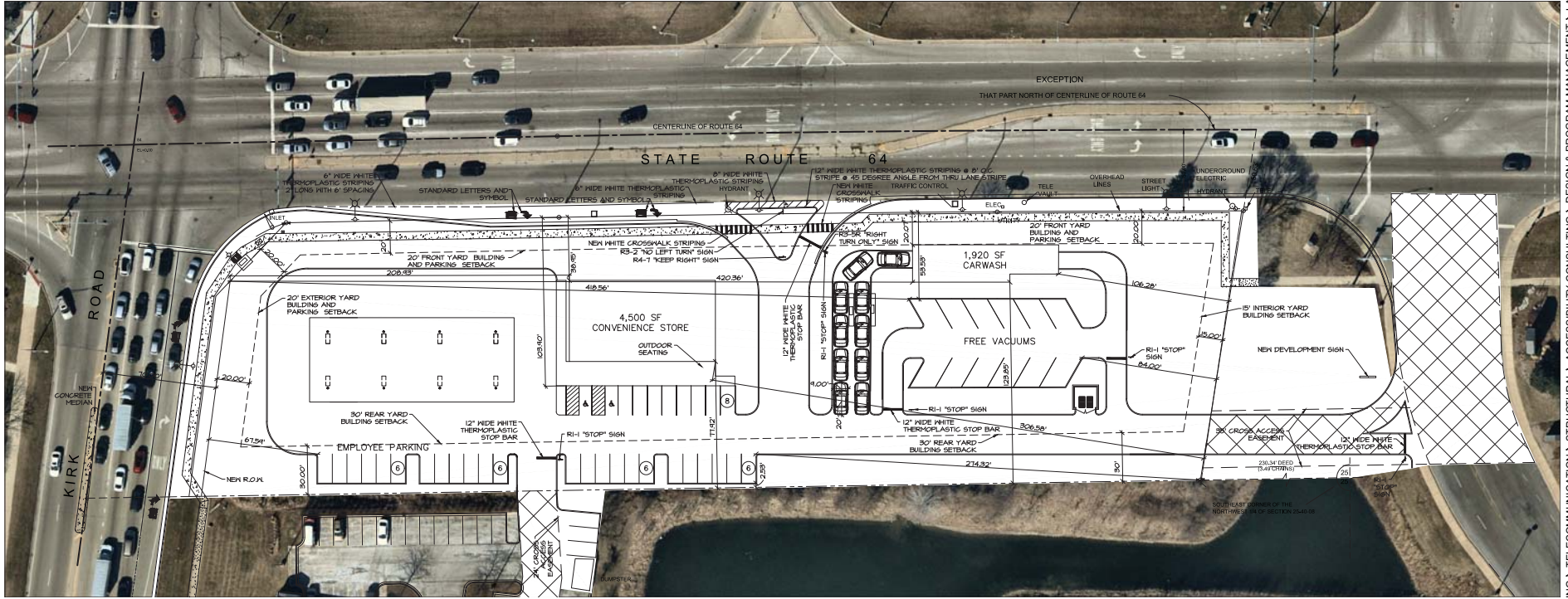
Underground utility lines shown hereon were located by the respective utility companies. JULIE was called on May 11, 2017 (Dx No. X131257)

Easements and servitudes shown hereon are based on a title commitment issued by Chicago Title Insurance Company as identified by Commitment No. 1410-008875667 KA and dated January 4, 2013.

The FEMA (Federal Emergency Management Agency) website shows the subject property adjacent to Flood Insurance Rate Map, Community Panel No. 17089C0266H, effective date Aug. 3, 2008. And labeled "No printed flood map boundary".

Scale: 1" = 30'  
 Ordered: BOB DANTON  
 Buyer: CP 23 B  
 Page: 1/1  
 Drawn: ALJ  
 Job: 629-293-ALT  
 City: ST. CHARLES

Compare the description on this plat with deed. Refer to title for easements and building lines.

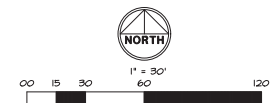


**NONRESIDENTIAL ZONING COMPLIANCE TABLE**

Name of Development: PRIDE OF ST. CHARLES

	Zoning District Requirement	Existing PUD Requirement (if applicable)	Proposed
	District: BR-REGIONAL BUSINESS	Ordinance #:	
Minimum Lot Area	1 ACRE		2.37 ACRES
Minimum Lot Width	NONE		NONE
Maximum Building Coverage	30%		13%
Maximum Gross Floor Area per building	NONE		BUILDING 1 - 4,500 S.F. BUILDING 2 - 1,920 S.F.
Maximum Building Height	40 FEET		20 FEET
Front Yard	BUILDING - 20 FEET PARKING - 20 FEET		BLDG 1 - 38.95 FT, BLDG 2 - 20.07 FT PARKING 103.90 FEET, 55.53 FEET
Interior Side Yard	BUILDING - 15 FEET PARKING - NONE		BLDG 1 - 350.58 FT, BLDG 2 - 106.28 FT PARKING - 274.32 FT, PARKING - 84 FT
Exterior Side Yard	BUILDING - 20 FEET PARKING - 20 FEET		BLDG 1 - 289.93 FT, BLDG 2 - 430.36 FT PARKING - 67.59 FEET, 418.56 FEET
Minimum Rear Yard	BUILDING - 20 FEET PARKING - 20 FEET		BLDG 1 - 77.92 FT, BLDG 2 - 123.85 FT PARKING - 2.53 FT
Landscape Buffer Yard <sup>2</sup>	NOT REQUIRED		NOT REQUIRED
% Overall Landscaped Area	20% WITH ON-SITE STORM		30% WITH ON-SITE STORM
Building Foundation Landscaping	50% HORIZONTAL DIMENSIONS OF BUILDING WALL		BUILDING 1 - 30% BUILDING 2 - 100%
% Interior Parking Lot Landscaping	NOT AVAILABLE		NOT AVAILABLE
Interior Parking Lot Shade Trees	NOT AVAILABLE		NOT AVAILABLE
# of Parking spaces	CARWASH - 2 PER BAY + 10 STACKING SPACES PER BAY RETAIL BUILDING - 4 PER 1,000 S.F. - 13 SPACES		CARWASH - 12 SPACES + 10 STACKING RETAIL BUILDING - 32
Parking Stall Dimensions	9' x 18'		9' x 18'
Drive-through Stacking Spaces (if applicable)	NOT APPLICABLE		NOT APPLICABLE

<sup>2</sup> WITHIN THE ZONING DISTRICTS SPECIFIED, A LANDSCAPE BUFFER YARD SHALL BE PROVIDED ALONG ANY LOT LINE THAT ABUTS OR IS ACROSS A STREET FROM PROPERTY IN ANY RE, RS, RT OR RM DISTRICT. SEE CHAPTER 17.06 FOR PLANTING AND SCREENING REQUIREMENTS FOR LANDSCAPE BUFFERS. LANDSCAPE BUFFER YARDS MAY INCLUDE OR OVERLAP WITH OTHER REQUIRED YARDS.



AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

**WT GROUP**  
 ENGINEERING AND ARCHITECTURE  
 1000 W. 12TH AVENUE, SUITE 100  
 DENVER, CO 80202  
 TEL: 303.733.4333 | FAX: 303.733.4344  
 WWW.WTGROUP.COM

**WT Group**  
 Engineering Design Consulting

THE PRIDE OF ST. CHARLES  
 SEC OF KIRK ROAD AND ILL. ROUTE 64  
 ST. CHARLES, 60174

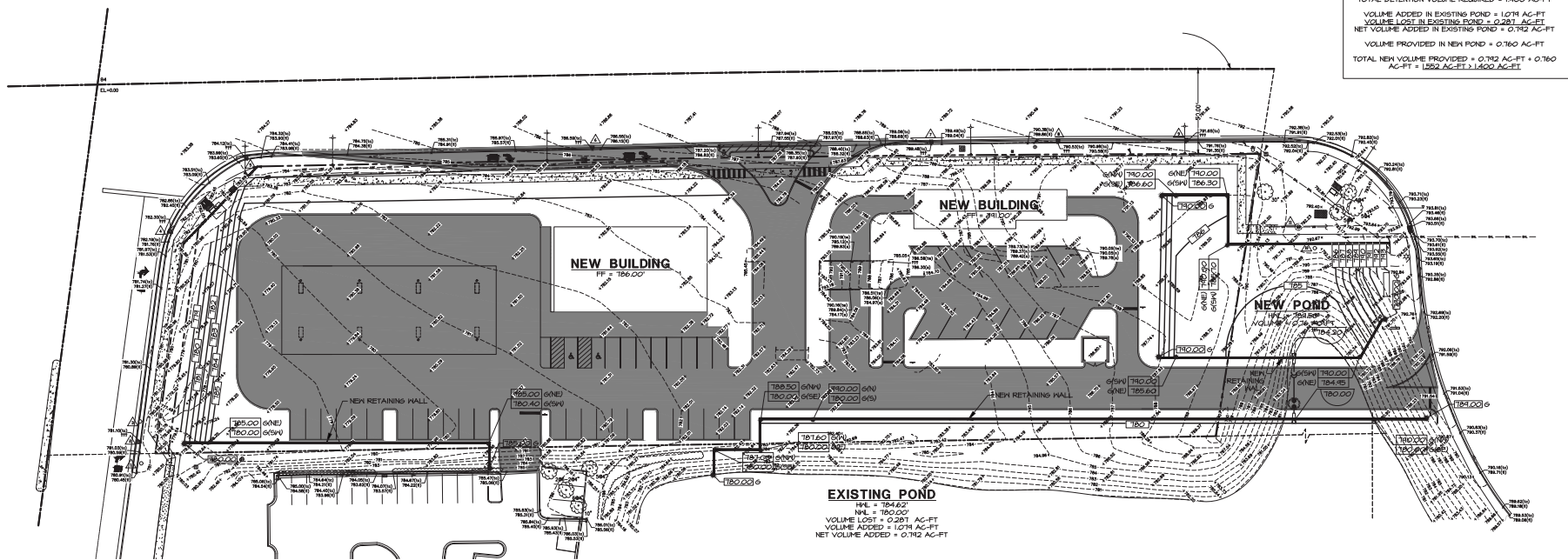
ISSUE

TO	DATE
PRELIM	3/28/19
REV. SITE	4/3/19

CHECKED BY: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 JOB: 1910803C

**EX-1**  
 CONCEPTUAL SITE PLAN





DETENTION SUMMARY	
TOTAL DETENTION VOLUME REQUIRED	= 1,400 AC-FT
VOLUME ADDED IN EXISTING POND	= 1,074 AC-FT
VOLUME LOST IN EXISTING POND	= 0.281 AC-FT
NET VOLUME ADDED IN EXISTING POND	= 0.793 AC-FT
VOLUME PROVIDED IN NEW POND	= 0.760 AC-FT
TOTAL NEW VOLUME PROVIDED	= 0.793 AC-FT + 0.760 AC-FT = 1,552.26 AC-FT
	= 1,552.26 AC-FT > 1,400 AC-FT

**EXISTING POND**  
 HFL = 784.62'  
 HFL = 780.00'  
 VOLUME LOST = 0.281 AC-FT  
 VOLUME ADDED = 1,074 AC-FT  
 NET VOLUME ADDED = 0.793 AC-FT

**EXISTING UTILITY DATA**

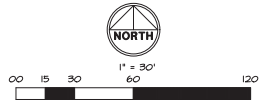
- ▲ RMA-781.66' (SANITARY) 48" CONCRETE STRUCTURE INVA-771.57' (UNKNOWN N/S) INVA-772.02' (UNKNOWN E) NO FLOOR FINISHED TOP OF WATER-777.28'
- ▲ RMA-780.65' (STORM) 24" CONCRETE STRUCTURE INVA-777.87' (6" OPF SSW) INVA-777.50' (12" ROP NE)
- ▲ RMA-780.77' (STORM) 48" CONCRETE STRUCTURE INVA-777.57' (6" ROP NW) INVA-777.25' (12" ROP N) INVA-777.33' (12" ROP E) INVA-777.21' (12" ROP SE) INVA-777.08' (6" OPF S)
- ▲ RMA-780.85' (STORM) 24" CONCRETE STRUCTURE INVA-778.05' (12" ROP NE)
- ▲ RMA-781.66' (STORM) 48" CONCRETE STRUCTURE INVA-778.97' (12" ROP NE) INVA-779.39' (12" ROP E)
- ▲ RMA-780.01' (STORM) 48" CONCRETE STRUCTURE INVA-782.87' (12" ROP E/W) INVA-783.87' (6" OPF E) INVA-785.07' (6" OPF E)
- ▲ RMA-780.01' (STORM) 48" CONCRETE STRUCTURE INVA-783.87' (12" ROP N) INVA-785.87' (12" ROP N) INVA-783.87' (12" ROP E) INVA-784.73' (6" OPF E)
- ▲ RMA-791.23' (STORM) 48" CONCRETE STRUCTURE INVA-786.46' (12" ROP N/E) INVA-787.45' (6" OPF E) INVA-785.00' (12" ROP N) INVA-786.33' (6" OPF N)
- ▲ RMA-791.23' (SANITARY) 48" CONCRETE STRUCTURE INVA-783.86' (6" METAL E) INVA-785.13' (6" METAL S)
- ▲ RMA-792.25' (WATER) 48" CONCRETE STRUCTURE TOP OF PIPE-785.88' (12" OP E/W)

**GRADING LEGEND**

- EXISTING SPOT GRADE
- PROPOSED SPOT GRADE
- INTERPOLATED SPOT GRADE
- PROPOSED RIM ELEVATION
- EXISTING CONTOUR LINE
- PROPOSED CONTOUR LINE
- OVERLAND FLOW ARROW
- 100 YEAR OVERLAND FLOW ROUTE
- EMERGENCY OVERFLOW ARROW
- TF TOP OF FINISHED GRADE ELEVATION
- TH TOP OF SIDEWALK ELEVATION
- FINISHED GRADE ELEVATION
- FF FINISHED FLOOR ELEVATION
- TOP OF CURB ELEVATION
- FL FLOOR LINE ELEVATION
- EXISTING CLOSED MANHOLE
- EXISTING OPEN GRATE MANHOLE
- EXISTING BEEHIVE GRATE MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING B-BOX
- PROPOSED INLET
- PROPOSED CLOSED LID MANHOLE
- PROPOSED OPEN RIM MANHOLE / CATCH BASIN
- PROPOSED FLARED END SECTION
- PROPOSED RESTRICTOR STRUCTURE
- PROPOSED NYLOPLAST DRAIN BASIN

**SITE GRADING NOTES:**

- A. EXISTING CONDITIONS AND TOPOGRAPHY SHOWN REPRESENTS SITE CONDITIONS PER THE SURVEY / TOPO NAME LAST DATED (MM-DD-YY), PREPARED BY (SURVEYOR). CONTRACTOR SHALL FIELD VERIFY EXISTING ELEVATIONS AND CONDITIONS (INCLUDING BUT NOT LIMITED TO VERIFICATION OF CONTROL AND ALL UTILITIES WHETHER DEPICTED OR NOT) PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
- B. ALL PROPOSED GRADES ARE GIVEN IN FINISHED GRADE (I.E. TOP OF PROPOSED ASPHALT CONCRETE TOP OF PROPOSED CURB ETC. SEE DETAILS FOR PAVEMENT THICKNESS).
- C. CONTRACTOR SHALL CONTACT UTILITIES (811 OR 1-800-943-0123) AND/OR PRIVATE LOCATING SERVICE TO LOCATE ALL UNDERGROUND UTILITY LINES PRIOR TO STARTING ANY DEMOLITION AND/OR EXCAVATION. EXACT LOCATION OF ANY EXISTING ELECTRICAL, GAS, TELEPHONE, ETC. LINES ARE UNKNOWN.
- D. CONTRACTOR SHALL ENSURE POSITIVE SITE DRAINAGE AT THE END OF EACH WORKING DAY DURING CONSTRUCTION OPERATIONS. FAILURE TO PROVIDE ADEQUATE DRAINAGE WILL PRECLUDE THE CONTRACTOR FROM ANY POSSIBLE COMPENSATION REQUESTED DUE TO DELAYS OR UNSUITABLE MATERIALS CREATED AS A RESULT.
- E. CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS OUTSIDE OF CONSTRUCTION LIMITS TO ORIGINAL CONDITION OR BETTER.
- F. CONTRACTOR SHALL REPAIR AT HIS EXPENSE ANY DAMAGE TO EXISTING ASPHALT, CONCRETE CURBS, SIDEWALKS, ETC. RESULTING FROM CONSTRUCTION TRAFFIC AND/OR OPERATIONS. REPAIRS SHALL BE MADE TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.
- G. CONTRACTOR TO UTILIZE CARE WHEN WORKING NEAR EXISTING UTILITIES TO REMAIN. ANY DAMAGE TO EXISTING UTILITIES NOT NOTED TO BE REMOVED SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.
- H. ALL EXISTING TREES SHOWN ARE TO REMAIN UNLESS OTHERWISE NOTED.
- I. ALL HANDICAP ACCESSIBLE ROUTES (SIDEWALKS, WALKWAYS, PAVEMENTS, ETC.) SHALL MAINTAIN A MAXIMUM CROSS-SLOPE OF 2.00% AND A MAXIMUM LONGITUDINAL SLOPE OF 5.00%. ACCESSIBLE PARKING SPACES SHALL MAINTAIN A MAXIMUM SLOPE OF 2.00% IN ALL DIRECTIONS.
- J. VOIDS LEFT BY ANY ITEM REMOVED UNDER ANY PROPOSED BUILDING, PAVEMENT, OR WALK OR WITHIN 24" THEREOF SHALL BE BACKFILLED WITH ENGINEERED FILL ACCORDING TO THE GEOTECHNICAL REPORT.
- K. ALL FIRE ACCESS LINES WITHIN THE PROJECT AREA SHALL REMAIN IN SERVICE. CLEAN UP DEBRIS AND ACCESSIBLE FOR USE BY EMERGENCY VEHICLES.
- L. CONSTRUCTION ACCESS POINTS TO THE SITE SHALL BE PROTECTED IN SUCH A MANNER AS TO PREVENT TRACKING OF MUD OR SOIL ONTO PUBLIC THROUGHFARES. ALL SEDIMENT, SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY BY THE CONTRACTOR.
- M. ALL EXISTING SUBGRADE TO BE SCARIFIED (DISKED) TO A DEPTH OF 12" AND RE-COMPACTED AND THEN TESTED USING A DYNAMIC CONE PENETROMETER. SEE GEOTECHNICAL REPORT FOR ADDITIONAL REQUIREMENTS.
- N. ALL EXCESS SOILS THAT CANNOT BE USED AS SUITABLE FILL SHALL BE HAULED FROM THE SITE AND LEGALLY DISPOSED OF.
- O. CONTRACTOR TO PROVIDE SOIL TESTING SERVICES FOR COMPLETION OF THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY'S LDC-662 AND/OR LDC-643 FORMS AS PART OF THEIR CONTRACT.
- P. PREPARE SUBGRADE AS SPECIFIED WITHIN THE GEOTECHNICAL REPORT DATED MONTH DAY, YEAR PREPARED BY GEOTECHNICAL ENGINEER.
- Q. ALL TOPSOIL BENEATH PROPOSED STRUCTURES AND PAVEMENT SHALL BE REMOVED, REFER TO THE GEOTECHNICAL REPORT DATED MONTH DAY, YEAR PREPARED BY GEOTECHNICAL ENGINEER FOR EXISTING TOPSOIL DEPTHS.



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 224293433 E 274292944 N  
 ST. CHARLES, IL 60172  
 WWW.WTGROUP.COM  
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**WV Group**  
 Engineering Design Consulting

THE PRIDE OF ST. CHARLES  
 SEC OF KIRK ROAD AND ILL. ROUTE 64  
 ST. CHARLES, 60174

ISSUE	
TO	DATE
PRELIM	3/28/19
REV. SITE	4/3/19

CHECK/DA  
 DRAWN/TEP  
 JOB/1910603C

**C-4.0**  
 SITE GRADING PLAN



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4c

Title:

Presentation of a Concept Plan for Prairie Place Lofts, Lot 702 of the Pheasant Run Crossing Subdivision.

Presenter:

Ellen Johnson

Meeting: Planning & Development Committee

Date: June 10, 2019

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted:

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

The subject property is Lot 702 in the Pheasant Run Crossing subdivision, located on the north side of E. Main St. at Pheasant Run Drive. The property is located behind the Volkswagen Dealership and west of Silverado Memory Care. Access is provided through the Silverado property via an access easement.

Viktor Kovtunovich of 3KB Enterprises LLC is seeking feedback on a Concept Plan to rezone Lot 702 to allow for development of a residential apartment complex. Details of the proposal are as follows:

- Rezone the property from BR Regional Business to RM-2 Medium Density Multi-Family Residential.
- 66 total units in three buildings:
  - Two 24-unit buildings
  - One 18-unit building
- 48 2-bedroom/2-bathroom units & 18 1-bedroom/1bathroom units, each with a 90 sf balcony.
- Surface parking.

The Comprehensive Plan land use designation for the property is Corridor/Regional Commercial.

**Plan Commission Review:**

Plan Commission reviewed the Concept Plan on 6/4/19. Their comments are summarized as follows:

- Multi-family residential is an appropriate land use given surrounding uses and limited visibility and access.
- The possibility of a secondary and/or emergency access should be explored, either through the Volkswagen property or the property to the west upon future development.
- Additional outdoor amenities such as walking trails, parks, etc. should be considered. Parking may be reduced to add green space.
- Landscape buffering should be added along the north end of the property for the benefit of the neighboring townhomes.
- The building architecture is attractive and high quality.

**Attachments** (please list):

Concept Plan Application, Plans, Pheasant Run Crossing Plat

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

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

- Change in land use & zoning
- Site layout and access
- Building architecture
- Whether a PUD is appropriate



Community & Economic Development  
 Planning Division

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



ST. CHARLES  
 SINCE 1834

**Staff Report**

**TO:** Chairman Rita Payleitner  
 And the Members of the Planning and Development Committee

**FROM:** Ellen Johnson, Planner

**RE:** Prairie Place Lofts Concept Plan

**DATE:** June 4, 2019

**I. APPLICATION INFORMATION:**

**Project Name:** Prairie Place Lofts

**Applicant:** Viktor Kovtunovich, 3KB Enterprises LLC

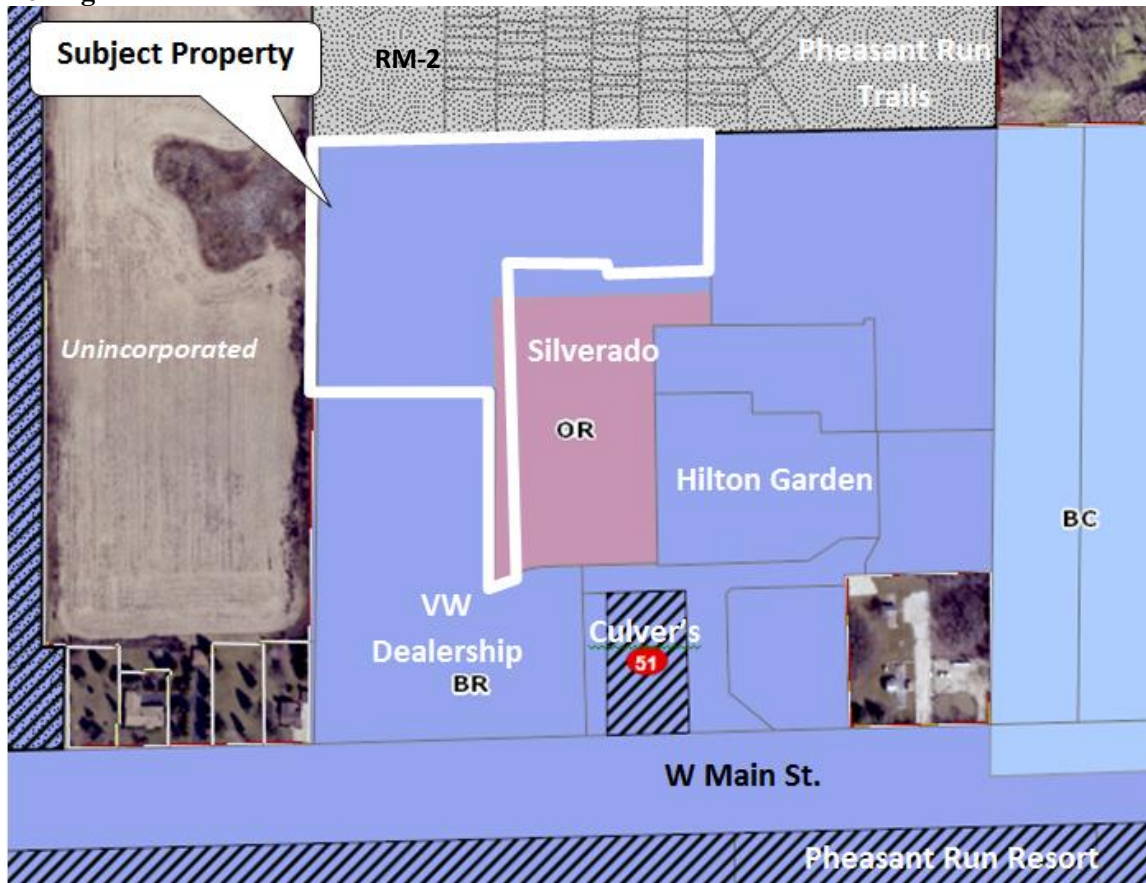
**Purpose:** Obtain feedback on a Concept Plan for an Apartment Complex in Pheasant Run Crossing

<b>General Information:</b>		
<b>Site Information</b>		
Location	Lot 702 in Pheasant Run Crossing, behind Volkswagen Dealership	
Acres	6.96 acres (303,314 sf)	
Application:	Concept Plan	
Applicable City Code Sections	Ch. 17.04 – Design Review Standards & Guidelines Ch. 17.12 – Residential Districts Ch. 17.24 – Off-Street Parking, Loading & Access Ch. 17.26 – Landscaping & Screening	
<b>Existing Conditions</b>		
Land Use	Vacant	
Zoning	BR Regional Business	
<b>Zoning Summary</b>		
North	RM-2 Medium Density Multi-Family Residential (PUD)	Pheasant Run Trails Townhomes
East	BR Regional Business & OR Office/Research	Silverado Memory Care
South	BR Regional Business & OR Office/Research	Volkswagen Dealership
West	O-R Office Research District (DuPage County Zoning)	Agriculture
<b>Comprehensive Plan Designation</b>		
Corridor/Regional Commercial		

**Aerial**



**Zoning**



## II. OVERVIEW

### A. PROPERTY HISTORY

The subject property is part of a group of commercial properties located north of E. Main St. at Pheasant Run Drive. These properties were originally annexed into the City in the 1960s as part of the Pheasant Run Resort.

In July 2015 the City approved a Final Plat of Subdivision for Pheasant Run Crossing, which consolidated and resubdivided the properties into a single subdivision with shared access. New lots were created for the existing buildings including Culver's, the former DuPage Expo Center (now Fox Valley Volkswagen), and Hilton Garden Inn. New building lots for future development were also created. Lot 7, a 10.96 acre parcel, was created directly west of Hilton Garden Inn.

In March 2017 the City approved a Final Plat of Subdivision for Lot 7 of Pheasant Run Crossing, which divided the property into two lots:

- Lot 701 for Silverado Memory Care, with frontage on Pheasant Run Dr. (a private drive). This property was previously rezoned in 2016 to the OR District to allow for development of an assisted living facility.
- Lot 702 for future development, a flag lot with a 50 ft. wide portion running along the west side of Lot 701 to Pheasant Run Dr. (Subject Property)
- The two lots share access to Pheasant Run Dr. with a cross access easement.

### B. PROPOSAL

Viktor Kovtunovich of 3KB Enterprises LLC is seeking feedback on a Concept Plan to rezone Lot 702 to allow for development of a residential apartment complex. Details of the proposal are as follows:

- Rezone the property from BR Regional Business to RM-2 Medium Density Multi-Family Residential.
- 66 total units in three buildings:
  - Two 24-unit buildings
  - One 18-unit building
- 48 2-bedroom/2-bathroom units & 18 1-bedroom/1bathroom units, each with a 90 sf balcony.
- Surface parking.

### C. CONCEPT PLAN REVIEW PROCESS

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

### III. ANALYSIS

#### A. COMPREHENSIVE PLAN

The Land Use Plan adopted as part of the 2013 Comprehensive Plan identifies the subject property as “Corridor/Regional Commercial”. The Plan states (p 39):

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

The following item in the Commercial Areas Policies section relates to this project (p. 50):

***“Focus retail development at key notes/intersections along the City’s commercial corridors. ...Retail development should be clustered near key intersections and activity generators, like Main Street & Kirk Road and Lincoln Highway & Randall Road. Although retail may be preferred, office, service, and possibly even multi-family uses can be complementary and supportive of retail nodes and considered appropriate in areas designated for commercial uses.”***

The following Residential Land Use Policy applies to the proposed use of the property (p. 43):

***“Locate new multi-family residential developments in appropriate locations within the City and consider the implications of concentrating units in one location or area of the City. ...Recognizing that this Plan is dynamic and not “set in stone”, the City should promote multi-family housing in areas identified in the Land Use and Residential Areas Plans, but consider proposals in other areas provided any significant impact on schools, traffic, and other infrastructure can be mitigated.”***

***“Transition densities to maximize compatibility. As St. Charles approaches its full build-out, its new growth and investment will shift from new development in outlying areas to redevelopment of infill sites, and many of the available infill parcels are situated between established residential areas and the City’s business commercial districts. This shift will create new challenges and obstacles for development not associated with easier “green-field” development, including: adaptive reuse, fixed/smaller parcel sizes, greater neighborhood sensitivity, and increased density/intensity. A recommended strategy for improved compatibility is place similar density and lot sizes adjacent to existing residential areas and then to transition to high residential densities moving closer to commercial areas and busy streets. This approach assists with compatibility of adjacent uses and provides additional density to serve as a transitional land use.”***

#### B. ZONING REVIEW

The subject property is currently zoned BR Reginal Business. Multi-family residential uses are not permitted in the BR District. The applicant is proposing rezoning to the RM-2

Medium Density Multi-Family Residential District. The purpose of the RM-2 District as provided in the Zoning Ordinance is as follows:

*“To accommodate a range of housing densities and a variety of housing types and styles, with a maximum density of approximately ten (10) units per acre. The RM-2 District also provides for limited institutional uses that are compatible with surrounding residential neighborhoods.”*

The subject property is adjacent to RM-2 zoning to the north, the Pheasant Run Trails townhome development completed around 2005 (density: 7.4 units/acre). The Silverado Memory Care property to the east is zoned OR Office/Research District. The unincorporated agricultural parcel to the west is zoned Office-Research under DuPage County zoning, which permits a variety of office and service business uses.

The landlocked nature of the subject property, having no street frontage aside from the “flagpole” portion of the lot, limits its viability for commercial use. The pattern of development and existing zoning in the vicinity may indicate residential use is appropriate for the subject property.

The table below compares the RM-2 District requirements with the Concept Plan. Requirements that are not met are denoted in ***bold italics***. The Concept Plan application notes that a PUD is not intended for this project. Unless a PUD is proposed requesting specific zoning deviations, all requirements would need to be met.

	<b>RM-2 (proposed zoning)</b>	<b>Concept Plan</b>
<b>Min. Lot Area</b>	4,300 sf/unit	4,350 sf/unit (density: 10 units/acre) <i>See Staff Comment</i>
<b>Min. Lot Width</b>	65 ft.	389 ft.
<b>Max. Building Coverage</b>	35%	11.6%
<b>Max. Building Height</b>	40 ft. or 3 ½ stories, whichever is less	<b><i>45 ft.</i></b> / 3 stories <i>See Staff Comment</i>
<b>Min. Front Yard</b>	Bldg: 30 ft. Parking: 30 ft.	Bldg: 89 ft. Parking: <b><i>15 ft.</i></b> (from south end of buildable portion of lot)
<b>Min. Interior Side Yard</b>	Bldg: 25 ft. Parking: 0 ft.	East Side- Bldg: 76 ft. Parking 31 ft. West Side- Bldg: 89 ft. Parking: 15 ft.
<b>Min. Rear Yard</b>	Bldg: 25 ft. Parking: 5 ft.	Bldg: 65 ft. Parking: 15 ft.
<b>Landscape Buffer Yard</b>	Not Required	N/A
<b>Off-Street Parking</b>	1.2 spaces/1-bedroom unit 1.7 spaces/2-bedroom unit 104 spaces required	144 spaces <i>See Staff Comment</i>

**Staff Comments**

- The subject property is considered a “Flag Lot” under the Zoning Ordinance. Per Section 17.22.010, only the buildable portion of the lot is used to calculate lot area. The buildable portion begins where the lot meets or exceeds the minimum required lot width. The buildable portion for the subject property is the entire lot area excluding the “flagpole”.
- The conceptual building elevations provided by the applicant do not indicate building height, however the Summary of Development provided with the application indicates an intended building height of 45 ft. This exceeds the maximum height of 40 ft. in the RM-2 District. Maximum height in the RM-3 District is 45 ft. Requesting rezoning to the RM-3 District would be an option to accommodate the height. If the RM-3 District is chosen, a 30 ft. landscape buffer would be required along the north property line. This would require shifting the parking lot south an additional 15 ft.
- The parking area along the west side of the westernmost building is not completely striped on the site plan. It appears there is room for 14 spaces in that row.
- Section 17.22.010 limits the number of buildings on a lot to one building per lot. Proposed are three buildings on a single lot. To address this issue, the property could be subdivided into three lots. All bulk requirements including building and parking setbacks would need to be met for each individual lot. This may be difficult with the current site plan. If a PUD were requested, a deviation allowing three buildings on a single lot could be granted.

**C. LANDSCAPING**

A landscape plan was not submitted with the Concept Plan. The table below outlines the landscaping standards that will apply to the future development and indicates whether the plan has the ability to meet these standards.

<b>Category</b>	<b>Zoning Standard</b>	<b>Proposed</b>
<b>Overall Landscape Area</b>	20%	Meets
<b>Parking Lot Screening</b>	Where parking lot adjoins residential, screening with landscaping, berming, or fencing to a height of 6 ft. is required. 1 shade or 2 evergreen trees per every 400 sf of setback area between the property line and the parking lot	Required along north end of parking lot to screen from townhome development to the north
<b>Interior Parking Lot Landscape Area</b>	1 landscape island / 10 parking spaces All parking rows terminate in landscape area	<i>Additional islands needed</i>
<b>Parking Lot Landscape Materials</b>	1 tree per island Variety of plantings in islands	TBD
<b>Building Foundation Landscaping</b>		
<i>Foundation Planting Beds</i>	50% of total building walls 5 ft. wide beds	Adequate space provided
<i>Foundation Plantings</i>	20 shrubs/bushes/perennials per 50 ft. of planting bed 2 trees per 50 ft. of planting bed	TBD
<b>Monument Sign Landscaping</b>	3 ft. around sign	Sign location not indicated <i>See Staff Comment</i>
<b>Refuse Dumpster Screening</b>	Enclosed and screened on all sides when visible from public street	TBD

***Staff Comments:***

- Signage is not indicated on the site plan. The Plat of Subdivision for Lot 7 of Pheasant Run Crossing established a monument sign easement on Lot 701 (Silverado) near the shared entrance drive, which was intended for use by Lot 702. However, the Zoning Ordinance does not permit off-site signage in this zoning district. A PUD deviation would be needed to allow off-site signage on the Silverado lot. As an alternative, a sign could be placed at the south end of the Lot 702 “flagpole”, however this sign would not be at the entrance drive. Signage could also be included on the existing shopping center sign at the northeast corner of E. Main St. and Pheasant Run Drive

**D. BUILDING DESIGN**

Conceptual architectural renderings have been submitted. The buildings consist of three stories with hipped roofs. Materials are not labeled; it appears brick and/or stone are proposed.

Buildings in the RM-2 District are subject to the Design Review requirements of Section 17.06.050 Standards and Guidelines – RM1, RM2, and RM3 Districts. It appears the buildings will have the ability to meet all applicable standards based on the conceptual drawings.

**E. ENGINEERING REVIEW**

The conceptual plans are under review and comments will be provided to the applicant. Based on staff discussions of this project it is not anticipated that engineering review comments will substantially alter the proposed site plan.

A detention pond serving the Pheasant Run Crossing subdivision currently exists over much of the eastern portion of the subject property, behind Silverado. This pond will need to be enlarged to accommodate the proposed development, as shown on the site plan.

**F. INCLUSIONARY HOUSING**

The Inclusionary Housing worksheet has been submitted indicating the applicant’s intent to pay a fee in-lieu of providing affordable units.

**G. SCHOOL AND PARK FEE-IN-LIEU CONTRIBUTIONS**

School and Park Land-Cash worksheets have been submitted. The applicant intends to pay a fee in lieu of a land donation. A copy of the Concept Plan has been forwarded to the school and park districts for any comments.

**IV. FUTURE APPROVAL PROCESS**

If the applicant chooses to move forward with the proposed development at the conclusion of the Concept Plan process, the applicant would need to gain approval of the following:

1. Map Amendment: To rezone the property from BR to RM-2.

Multiple zoning compliance issues were noted in this Staff Report:

- Building height.
- Front yard parking setback.
- More than one building on a lot.

- Off-site signage.

Deviations from these requirements could be requested through a Planned Unit Development (PUD). To request PUD approval, the applicant would need to file the following applications in addition to the Map Amendment:

1. Special Use for PUD: To establish a PUD ordinance with unique zoning standards to accommodate the proposal.
2. PUD Preliminary Plan: To approve the physical development of the property, including site and engineering plans, landscape plan, and building elevations.

## V. PLAN COMMISSION REVIEW

Plan Commission reviewed the Concept Plan on 6/4/19. Their comments are summarized as follows:

- Multi-family residential is an appropriate land use given surrounding uses and limited visibility and access.
  - The possibility of a secondary and/or emergency access should be explored, either through the Volkswagen property or the property to the west upon future development.
  - Additional outdoor amenities such as walking trails, parks, etc. should be considered. Parking may be reduced to add green space.
  - Landscape buffering should be added along the north end of the property for the benefit of the neighboring townhomes.
- The building architecture is attractive and high quality.

## VI. SUGGESTED ACTION

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

- ✓ Change in land use from commercial to multi-family residential.
- ✓ Change in zoning from BR Regional Business to RM-2 Medium Density Multi-Family Residential.
- ✓ Site layout and access.
- ✓ Building architecture.
- ✓ Is a PUD appropriate for this project? Would a PUD advance one or more of the purposes of the PUD procedure:
  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*
- ✓ Would the identified PUD deviations be warranted? To grant PUD deviations, the City Council will need to find that:
- 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 to be considered in this determination shall include, but are not limited to the following:*

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

## **1. ATTACHMENTS**

- Concept Plan Application; received 5/13/19
- Plans
- Plat of Subdivision for Lot 7 of Pheasant Run Crossing

# CITY OF ST. CHARLES

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



COMMUNITY & ECONOMIC DEV./PLANNING DIVISION

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

## CONCEPT PLAN APPLICATION

<b>CITYVIEW</b>	
Project Name:	<u>Prairie Place Lofts</u>
Project Number:	<u>2019 PR 008</u>
Application Number:	<u>PLCP201900119</u>

<i>Received Date</i>
5/13/2019

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

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

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

<b>1. Property Information:</b>	Location:	<u>LOT 702 Pheasant Run Crossing Subdivision</u>	
	Parcel Number (s):	<u>01-30-102-046</u>	
	Proposed Project Name:	<u>Prairie Place Lofts</u>	
<b>2. Applicant Information:</b>	Name	<u>Viktor Koutanovich</u>	Phone <u>630-441-8789</u>
	Address	<u>3KB Enterprises LLC</u>	Fax <u>630-283-0318</u>
		<u>39W162 Longmeadow Ln.</u>	Email <u>RPKONST@COMCAST.NET</u>
		<u>St. Charles, IL 60175</u>	Phone <u>630-584-6580</u>
<b>3. Record Owner Information:</b>	Name	<u>American Lodging Corp</u>	Fax <u>630-584-6604</u>
	Address	<u>142 W. Station Street</u>	Email <u>DMcardle@outlook.com</u>
		<u>Barrington, IL 60010</u>	

**Please check the type of application:**

- PUD Concept Plan:** Proposed Name: \_\_\_\_\_
- Subdivision Concept Plan** Proposed Name: \_\_\_\_\_
- Other Concept Plan** Prairie Place lofts

**Zoning and Use Information:**

Current zoning of the property: BR

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

Current use of the property: Vacant land

Proposed zoning of the property: RM-2 PUD? NO

Proposed use of the property: Multifamily Apartments Rental

Comprehensive Plan Designation: \_\_\_\_\_

**Attachment Checklist**

**REIMBURSEMENT OF FEES AGREEMENT:**

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

**REIMBURSEMENT OF FEES INITIAL DEPOSIT:**

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

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

**PROOF OF OWNERSHIP and DISCLOSURE:**

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

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

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

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

**LEGAL DESCRIPTION:** For entire subject property, on 8 ½ x 11 inch paper

**PLAT OF SURVEY:**

A current plat of survey for the Subject Realty showing all existing improvements on the property, prepared by a registered Illinois Professional Land Surveyor.

**AERIAL PHOTOGRAPH:**

Aerial photograph of the site and surrounding property at a scale of not less than 1"=400', preferably at the same scale as the concept plan.

**PLANS:**

All required plans shall be drawn on sheets no larger than 24" x 36", unless the Director of Community Development permits a larger size when necessary to show a more comprehensive view of the project. All required plans shall show north arrow and scale, and shall be drawn at the same scale (except that a different scale may be used to show details or specific features). All plans shall include the name of the project, developer or owner of site, person or firm preparing the plan, and the date of plan preparation and all revisions. A pdf document file or files of all plans shall be required with each submittal. The number of paper plans required shall be as determined by the Director of Community Development, based upon the number of copies needed for review.

**Copies of Plans:**

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

**Concept Plans shall show:**

1. Existing Features:

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

2. Proposed Features:

- Name of project, north arrow, scale, date
- Boundaries of property with approximate dimensions and acreage
- Site plan showing proposed buildings, pedestrian and vehicular circulation, proposed overall land use pattern, open space, parking, and other major features.
- Architectural elevations showing building design, color and materials (if available)
- General utility locations or brief explanation providing information on existing sanitary sewer, storm sewer, water, and other utilities necessary to service the development

**SUMMARY OF DEVELOPMENT:**

Written information including:

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

**PARK AND SCHOOL LAND/CASH WORKSHEETS**

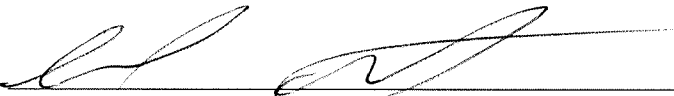
For residential developments, Park and School land/cash worksheets in accordance with Title 16 of the St. Charles Municipal Code with population projections establishing anticipated population and student yields.

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

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

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

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

_____ Record Owner	_____ Date
 Applicant or Authorized Agent	1-26-19 Date

# AMERICAN LODGING CORPORATION

142 W. Station Street  
Barrington, IL 60010  
Ofc 630.584.6580  
Fax 630.584.6604

April 4, 2019

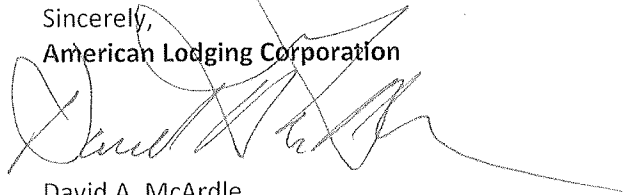
City of St. Charles  
Community & Economic Development/Planning Division  
Two East Main Street  
St. Charles, Illinois 60174

Re: Letter of Authorization – 3KB Enterprises, LLC

To Whom It May Concern:

Please accept this as authorization for Victor Kovtunovich of 3KB Enterprises, LLC to act on behalf of American Lodging Corporation in seeking to rezone Lot 702 in the Pheasant Run Commons Subdivision from BR to RM-2.

Sincerely,  
**American Lodging Corporation**



David A. McArdle  
President

OWNERSHIP DISCLOSURE FORM  
CORPORATION

STATE OF ILLINOIS )  
Cook ) SS.  
KANE COUNTY )

I, Rodney A. Welty, being first duly sworn on oath depose and say that I am the  
Corporate Secretary of American Lodging Corporation, an  
(Illinois) (Delaware) Corporation and that the following persons are all of the shareholders  
of 7% or more of the common stock of said Corporation:

100% - McArdle Ltd., a Delaware Corporation  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: [Signature]  
TITLE: Corporate Secretary

Subscribed and Sworn before me this 4th day of  
April, 2019.

[Signature]  
Notary Public



**EXHIBIT A  
LEGAL DESCRIPTION OF LAND**

Lot 702 of Pheasant Run Crossing subdivision in St. Charles, IL

PIN: 01-30-102-046

6/9

V.K.

mm



3KB Enterprises LLC  
39w162 Longmeadow Lane St. Charles, IL 60175  
Tel: 630-441-8789 E: rpvconst@comcast.net

## Summary of Development

Project: Prairie Place Lofts - Proposed Multifamily development  
Location: LOT 702 Pheasant Run Crossing Subdivision  
PIN: 01-30-102-046

66 Luxury apartments to serve professionals that are in transition stage of life  
Bring in residential units to east side of St. Charles to promote and help with expansion of commercial and retail development in the area  
66- Rental Apartments consisting of 2-24 unit & 1-18 unit buildings  
3-Story, approximately 45' tall buildings  
48- 2 bed, 2 bath units in aprox size of 1,136 sq. ft. each  
18- 1 bed, 1 bath units in aprox size of 855 sq. ft. each  
Top quality contraction with energy efficiency being priority  
All brick exterior  
Block separation wall between the units  
Each unit will have in unit Utility rooms with Washer and Dryer, individual Heating and Cooling  
90 sq. ft. balcony or patio for each unit  
9' Ceiling Height  
Engineered wood flooring in the living room and kitchen  
Tall modern cabinets with Quartz countertops and tile backsplash  
Stainless steel appliances, sink, faucet

# PARK LAND/CASH WORKSHEET

City of St. Charles, Illinois

Name of Development  
Date Submitted:  
Prepared by:

Prairie Place Lofts  
Viktor Kevtunovich



Total Dwelling Units: 66

A credit for existing residential lots within the proposed subdivision shall be granted. Deduct one (1) unit per existing lot.

Total Dwelling Units w/ Deduction: 6

*\*If the proposed subdivision contains an existing residential dwelling unit, a credit calculated as a reduction of the estimated population for the dwelling is available. Please request a worksheet from the City.*

### Estimated Population Yield:

Type of Dwelling	# Dwelling Units (DU)	Population Generation per Unit	Estimated Population
<b>Detached Single Family</b>			
➤ 3 Bedroom		DU x 2.899	=
➤ 4 Bedroom		DU x 3.764	=
➤ 5 Bedroom		DU x 3.770	=
<b>Attached Single Family</b>			
➤ 1 Bedroom		DU x 1.193	=
➤ 2 Bedroom		DU x 1.990	=
➤ 3 Bedroom		DU x 2.392	=
➤ 4 Bedroom		DU x 3.145	=
<b>Apartments</b>			
➤ Efficiency		DU x 1.294	=
➤ 1 Bedroom	18	DU x 1.758	= 31.644
➤ 2 Bedroom	48	DU x 1.914	= 91.872
➤ 3 Bedroom		DU x 3.053	=
<b>Totals</b>	<u>66</u>		<u>123.516</u>
	Total Dwelling Units (with deduction, if applicable)		Estimated Total Population

### Park Site Requirements:

Estimated Total Population 123.516 x .010 Acres per capita = 1,235 Acres

### Cash in lieu of requirements:

Total Site Acres 1.235 x \$240,500 (Fair Market Value per Improved Land) = \$ 297,017.50

# SCHOOL LAND/CASH WORKSHEET

City of St. Charles, Illinois

Name of Development: Prairie Place Lofts  
 Date Submitted: \_\_\_\_\_  
 Prepared by: Viktor Kostomovich



Total Dwelling Units: 66

A credit for existing residential lots within the proposed subdivision shall be granted. Deduct one (1) unit per existing lot.

Total Dwelling Units w/ Deduction: 6

*\*If the proposed subdivision contains an existing dwelling unit, a credit is available calculated as a reduction of the estimated population for the dwelling. Please request a worksheet from the City.*

## Estimated Student Yield by Grades:

Type of Dwelling	# of dwelling Units (DU)	Elementary (Grades K to 5)	Middle (Grades 6 to 8)	High (Grades 9 to 12)
<b>Detached Single Family</b>				
> 3 Bedroom		DU x .369 =	DU x .173 =	DU x .184 =
> 4 Bedroom		DU x .530 =	DU x .298 =	DU x .360 =
> 5 Bedroom		DU x .345 =	DU x .248 =	DU x .300 =
<b>Attached Single Family</b>				
> 1 Bedroom		DU x .000 =	DU x .000 =	DU x .000 =
> 2 Bedroom		DU x .088 =	DU x .048 =	DU x .038 =
> 3 Bedroom		DU x .234 =	DU x .058 =	DU x .059 =
> 4 Bedroom		DU x .322 =	DU x .154 =	DU x .173 =
<b>Apartments</b>				
> Efficiency		DU x .000 =	DU x .000 =	DU x .000 =
> 1 Bedroom	18	DU x .002 = .036	DU x .001 = .018	DU x .001 = .018
> 2 Bedroom	48	DU x .086 = 4.128	DU x .042 = 2.016	DU x .046 = 2.208
> 3 Bedroom		DU x .234 =	DU x .123 =	DU x .118 =
<b>Totals</b>	<u>66</u> TDU (with deduction, if applicable)	<u>4.164</u> TE	<u>2.034</u> TM	<u>2.226</u> TH

## School Site Requirements:

Type	# of students	Acres per student	Site Acres
Elementary (TE)	4.164	x .025	= .104
Middle (TM)	2.034	x .0389	= .079
High (TH)	2.226	x .072	= .160
<b>Total Site Acres</b>			<u>.343</u>

## Cash in lieu of requirements:

.343 (Total Site Acres) x \$240,500 (Fair Market Value per Improved Land) = \$ 82,491.50

# INCLUSIONARY HOUSING WORKSHEET



Name of Development: Prairie Place Lofts  
 Date Submitted: \_\_\_\_\_  
 Prepared by: Viktor Koltunovich

Use this worksheet to determine the affordable unit requirement for the proposed development and to propose how the development will meet the Inclusionary Housing requirements of Title 19.

## Calculate the number of affordable units required:

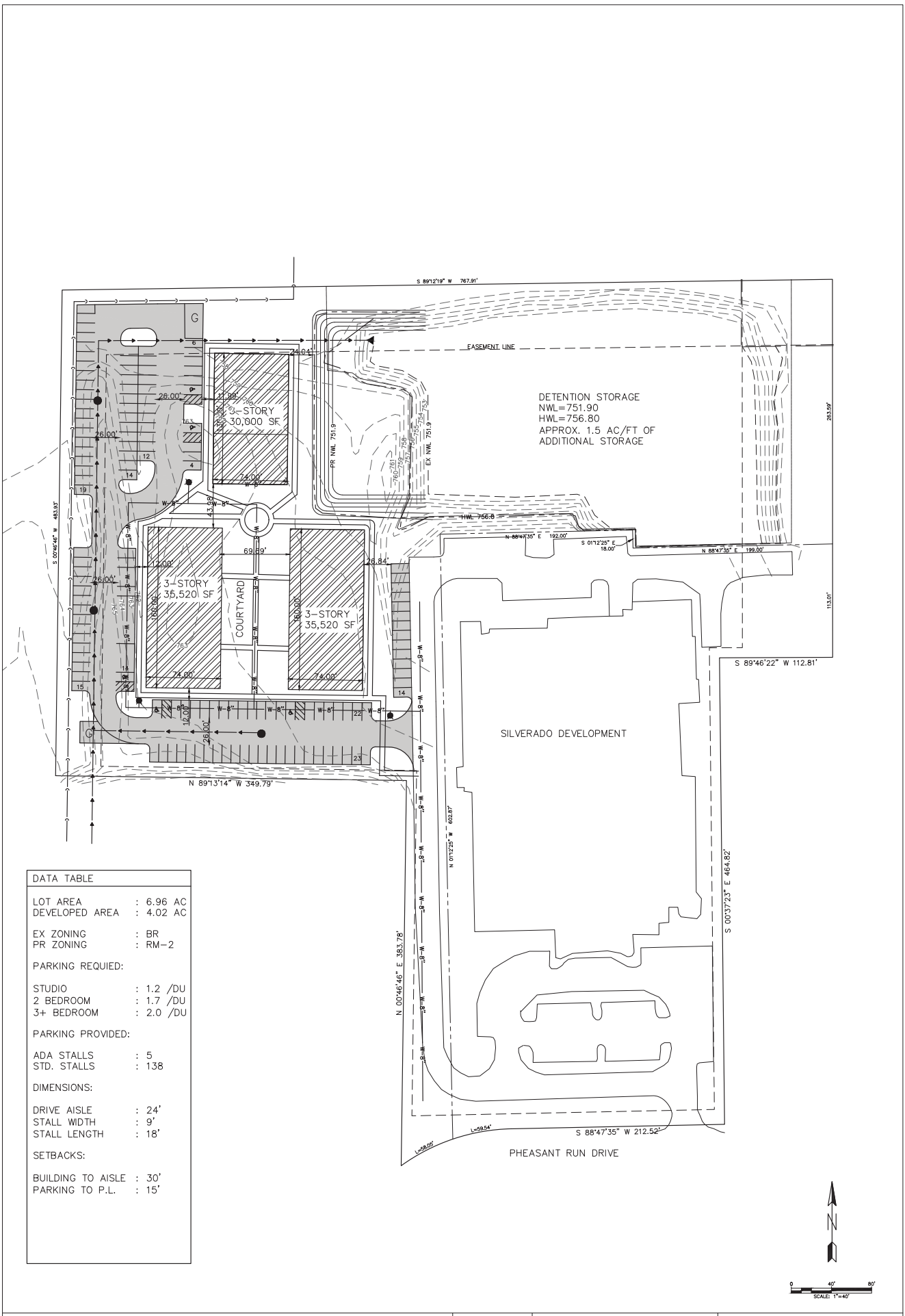
Unit Count Range	# of Units Proposed in Development		% of Affordable Units Required		# of Affordable Units Required
1 to 15 Units		X	5%	=	
More than 15 Units	66	X	10%	=	6.6

## How will the Inclusionary Housing requirement be met?

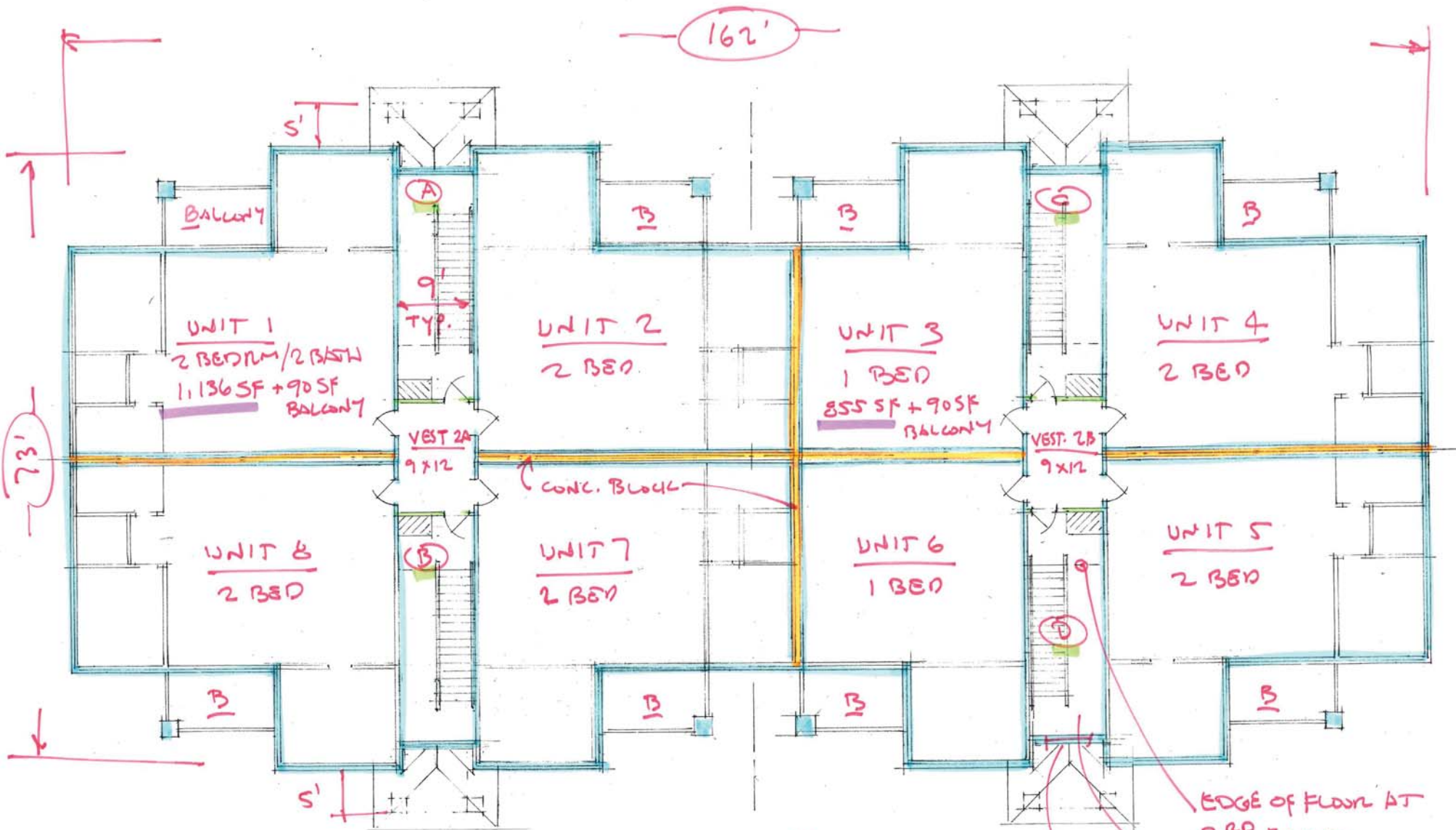
- Provide on-site affordable units
- Pay a fee in-lieu of providing affordable units (calculate fee in-lieu below)
- Provide a mixture of affordable units and fee in-lieu
  - o # of affordable units to be provided: \_\_\_\_\_
  - o Amount of fee in-lieu to be paid (calculate below): \_\_\_\_\_

## Fee In-Lieu Payment Calculation

# of Affordable Units Required	# of Affordable Units Proposed to Pay the Fee-In-Lieu		Fee-In-Lieu Amount Per Unit		Total Fee-In-Lieu Amount
6.6	6.6	X	\$39,665.75	=	261,794



DATA TABLE	
LOT AREA	: 6.96 AC
DEVELOPED AREA	: 4.02 AC
EX ZONING	: BR
PR ZONING	: RM-2
PARKING REQUIRED:	
STUDIO	: 1.2 /DU
2 BEDROOM	: 1.7 /DU
3+ BEDROOM	: 2.0 /DU
PARKING PROVIDED:	
ADA STALLS	: 5
STD. STALLS	: 138
DIMENSIONS:	
DRIVE AISLE	: 24'
STALL WIDTH	: 9'
STALL LENGTH	: 18'
SETBACKS:	
BUILDING TO AISLE	: 30'
PARKING TO P.L.	: 15'



R.P.V.  
 MARSHALL ARCHITECTS, INC.

CONCEPT 2<sup>ND</sup> FLOOR PLAN  
 N.T.S. 3.6.19  
 PRIME PLACE LOFTS - ST. CHARLES

EDGE OF FLOOR AT  
 3<sup>RD</sup> FLOOR  
 OPEN ABOVE  
 TALL WINDOW



APT.  
GRILLS

R-PV

MONSIEUR  
ARCHITECTS  
INC.

2.17.19

PRIME PLACE LOFTS. ST. CHARLES









FINAL PLAT OF  
**LOT 7 OF**

**PHEASANT RUN CROSSING**

BEING A RESUBDIVISION OF LOT 7 IN PHEASANT RUN CROSSING, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF LOT 1 (ACCORDING TO THE GOVERNMENT SURVEY) OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 2015 AS DOCUMENT R2015-092580, IN WAYNE TOWNSHIP, CITY OF ST. CHARLES, DUPAGE COUNTY, ILLINOIS



SITE LOCATION

VICINITY MAP

PLEASE RETURN THE RECORDED W/PLAT TO:  
CITY OF ST. CHARLES  
2 E MAIN STREET  
ST. CHARLES, IL 60174

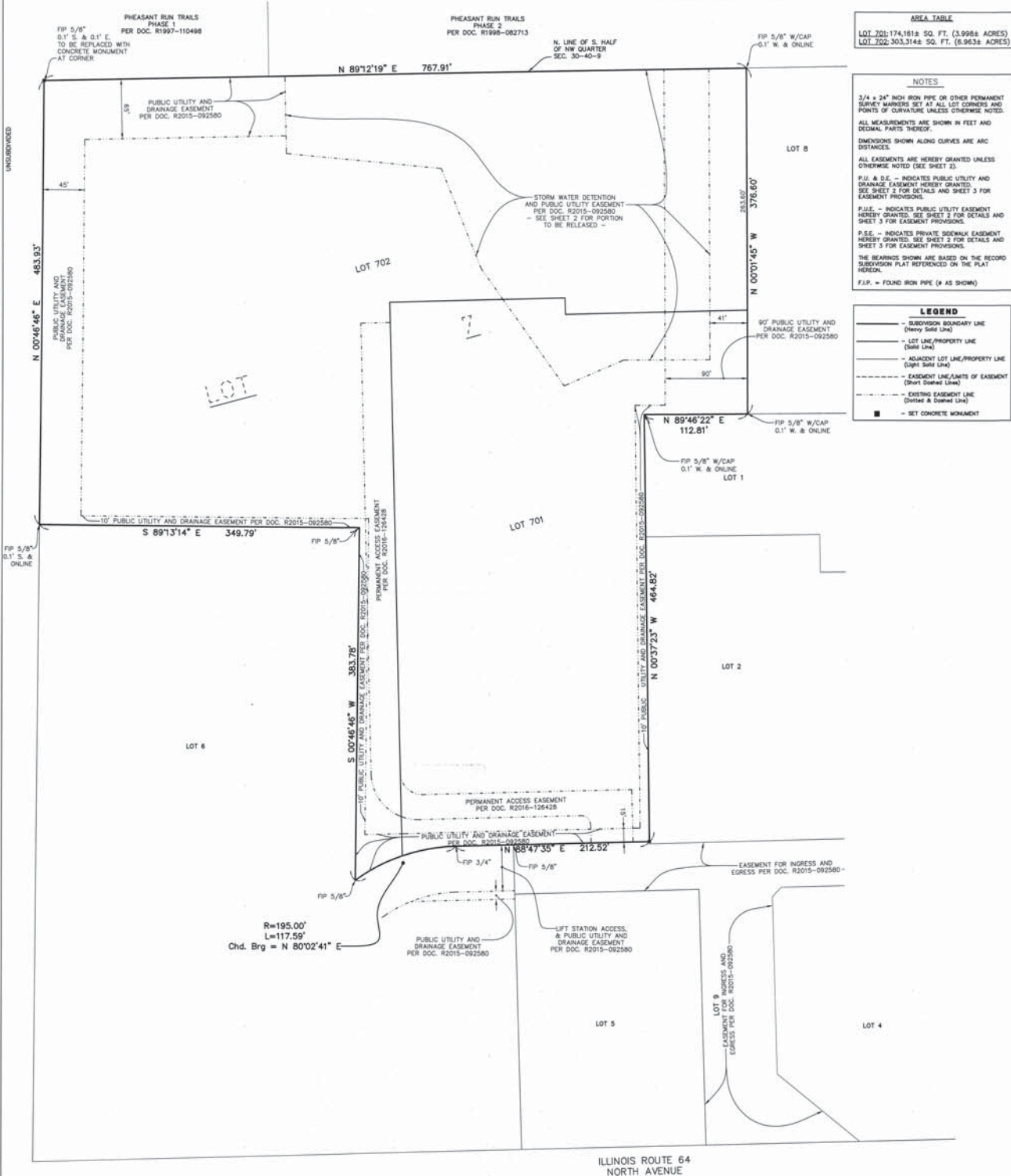
TOTAL AREA OF SUBDIVISION  
10.961 ACRES  
(MORE OR LESS)

PARCEL INDEX NUMBER  
01-30-102-037  
ST. CHARLES, ILLINOIS

FRED BUCHOLZ

DUPAGE COUNTY RECORDER  
APR 25, 2017 11:51 AM  
PLAT 888.00 01-30-102-037  
PLAT PAGE COUNT: 3  
000 PAGES R2017-039582

50 25 0 50  
SCALE: 1 INCH = 50 FEET



AREA TABLE

LOT 701: 174,161± SQ. FT. (3.998± ACRES)
LOT 702: 303,314± SQ. FT. (6.963± ACRES)

NOTES

3/4" x 24" IRON PIPE OR OTHER PERMANENT SURVEY MARKS SET AT ALL LOT CORNERS AND POINTS OF CURVATURE UNLESS OTHERWISE NOTED. ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. DIMENSIONS SHOWN ALONG CURVES ARE ARC DISTANCES.

ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED (SEE SHEET 3).

P.U. & D.E. - INDICATES PUBLIC UTILITY AND DRAINAGE EASEMENT HEREBY GRANTED. SEE SHEET 2 FOR DETAILS AND SHEET 3 FOR EASEMENT PROVISIONS.

P.U.E. - INDICATES PUBLIC UTILITY EASEMENT HEREBY GRANTED. SEE SHEET 2 FOR DETAILS AND SHEET 3 FOR EASEMENT PROVISIONS.

P.S.E. - INDICATES PRIVATE SEWERAGE EASEMENT HEREBY GRANTED. SEE SHEET 2 FOR DETAILS AND SHEET 3 FOR EASEMENT PROVISIONS.

THE BEARINGS SHOWN ARE BASED ON THE RECORD SUBDIVISION PLAT REFERENCED ON THE PLAT HEREON.

F.I.P. = FOUND IRON PIPE (IF AS SHOWN)

LEGEND

	SUBDIVISION BOUNDARY LINE (Heavy Solid Line)
	LOT LINE/PROPERTY LINE (Solid Line)
	ADJACENT LOT LINE/PROPERTY LINE (Overlaid Line)
	EASEMENT LINE/LIMITS OF EASEMENT (Short Dashed Line)
	EXISTING EASEMENT LINE (Dotted & Dashed Line)
	SET CONCRETE MONUMENT

PREPARED BY:  
**(CEMCON, Ltd.)**  
Consulting Engineers, Land Surveyors & Planners  
2280 White Oak Circle, Suite 100 Aurora, Illinois  
63052-9675 Ph: 630.862.2100 Fax: 630.862.2199  
E-Mail: ccd@cemcon.com Website: www.cemcon.com

DISC NO.: 800002 FILE NAME: SUBPLAT  
DRAWN BY: AJB FLD. BK. / PG. NO.: 767  
COMPLETION DATE: 01-13-17 JOB NO.: 800.002  
REVISED 02-13-17 AJB PER CITY COMMENTS DATED 02-01-17  
REVISED 02-14-17 AJB REVISED EASEMENTS ON WEST SIDE OF LOT 701  
REVISED 03-06-17 AJB PER SELLER'S COMMENTS DATED 02-27-17  
REVISED 03-08-17 AJB P.U.E. EASEMENT REVISION ON E. SIDE OF 702  
REVISED 03-16-17 AJB PER CITY COMMENTS DATED 03-15-17

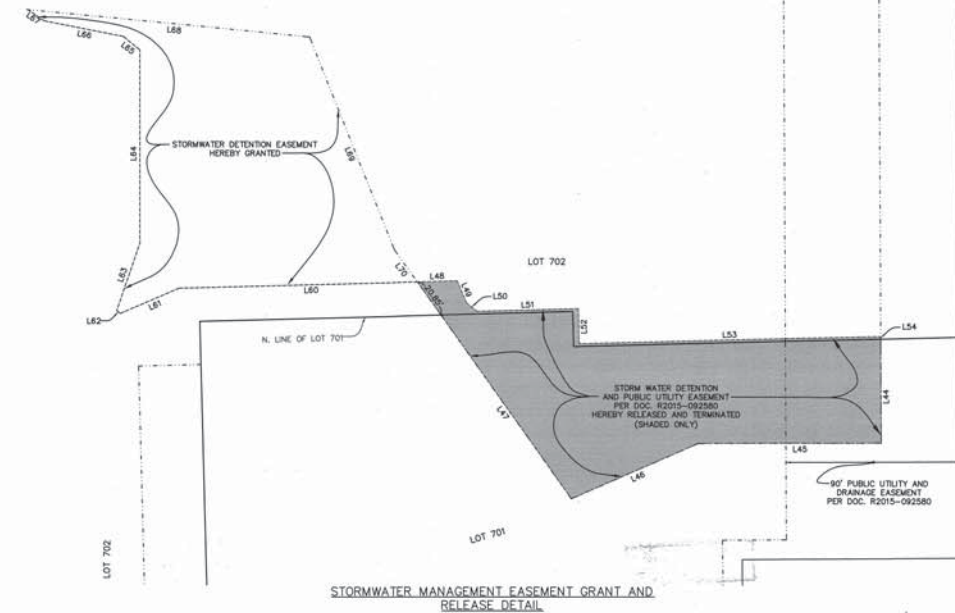
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PREPARED FOR:  
SILVERADO ST. CHARLES  
6400 OAK CANYON DRIVE, SUITE 200  
IRVINE, CA 92618  
(949) 930-3050

DUPAGE COUNTY RECORDER: 1 OF 3

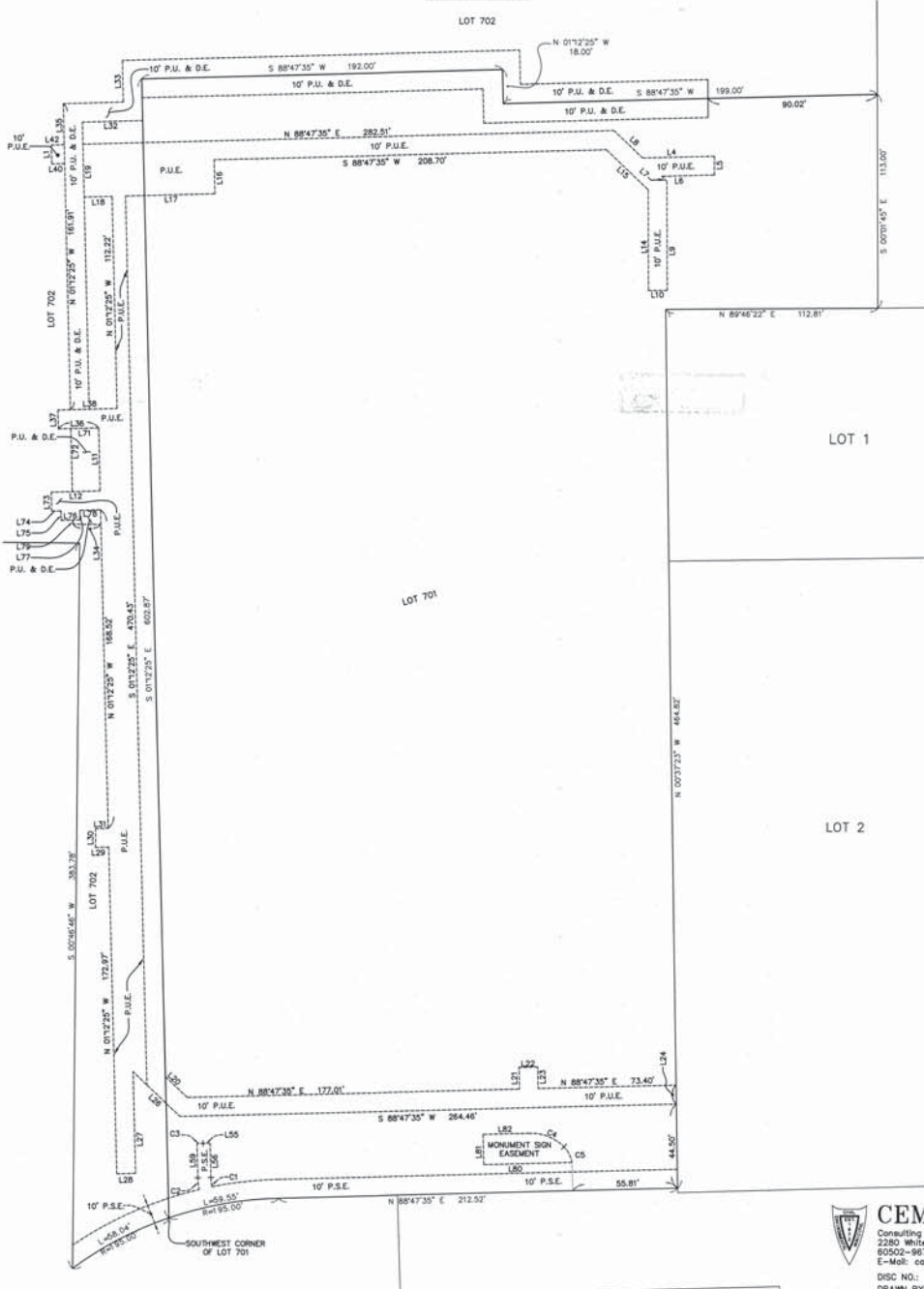


PLAT  
R2017-039582  
APR 25 2017 11:51 AM  
PLAT PAGE COUNT: 3  
ACCOMPANYING PAPERS: 8



STORMWATER MANAGEMENT EASEMENT GRANT AND RELEASE DETAIL

- NOTES**
- P.U. & D.E. - INDICATES PUBLIC UTILITY AND DRAINAGE EASEMENT HEREBY GRANTED. SEE SHEET 3 FOR EASEMENT PROVISIONS.
  - P.U.E. - INDICATES PUBLIC UTILITY EASEMENT HEREBY GRANTED. SEE SHEET 3 FOR EASEMENT PROVISIONS.
  - P.S.E. - INDICATES PRIVATE SIDEWALK EASEMENT HEREBY GRANTED. SEE SHEET 3 FOR EASEMENT PROVISIONS.
  - PORTION OF STORMWATER MANAGEMENT EASEMENT PER DOC. R2015-092580 HEREBY AMBIGUOUS AND EASEMENT RIGHTS RELEASED.



**LINE TABLE**

LINE	LENGTH	BEARING
L1	10.00'	N 01°12'25" W
L2	36.30'	S 88°47'35" E
L3	10.00'	S 00°01'45" E
L4	28.00'	N 88°47'35" E
L5	3.75'	S 46°12'25" E
L6	21.03'	S 46°12'25" E
L7	57.75'	S 00°01'45" E
L8	10.00'	N 88°47'35" E
L9	33.35'	S 01°12'25" E
L10	28.02'	S 88°47'35" W
L11	53.32'	N 00°01'45" W
L12	30.84'	N 88°47'35" W
L13	18.00'	S 01°12'25" E
L14	47.46'	S 88°47'35" W
L15	14.83'	S 88°47'35" W
L16	28.00'	N 01°12'25" W
L17	15.96'	S 46°12'25" E
L18	11.50'	N 01°12'25" W
L19	10.00'	N 88°47'35" E
L20	11.50'	S 01°12'25" E
L21	10.00'	N 00°37'23" W
L22	15.00'	N 01°12'25" W
L23	34.38'	N 46°12'25" W
L24	53.80'	S 01°12'25" E
L25	10.00'	S 88°47'35" W
L26	7.08'	S 88°47'35" W
L27	10.01'	N 01°12'25" E
L28	6.74'	N 88°47'35" E
L29	32.00'	S 88°47'35" W
L30	22.09'	N 01°12'25" W
L31	14.84'	N 88°47'35" W
L32	21.68'	N 01°12'25" W
L33	21.50'	S 88°47'35" W
L34	10.00'	N 01°12'25" W
L35	31.50'	S 88°47'35" W
L36	6.84'	N 88°47'35" E
L37	14.14'	N 00°12'25" W
L38	6.84'	S 88°47'35" W
L39	10.13'	N 46°12'25" W
L40	53.11'	S 00°01'45" E
L41	84.20'	S 88°38'15" W
L42	71.07'	S 66°52'30" W
L43	136.38'	N 35°16'30" W
L44	20.47'	N 88°47'35" E
L45	12.31'	S 22°26'17" E
L46	6.77'	S 50°14'57" E
L47	52.32'	N 88°47'35" E
L48	18.00'	S 01°12'25" E
L49	158.16'	N 88°47'35" E
L50	1.41'	S 00°01'45" E
L51	3.83'	N 88°47'35" E
L52	18.16'	S 01°12'25" E
L53	9.80'	S 11°06'01" E
L54	10.03'	N 11°06'01" W
L55	18.28'	N 01°12'25" W
L56	122.52'	S 88°47'35" W
L57	32.88'	S 67°08'10" W
L58	2.32'	N 51°17'02" E
L59	36.81'	N 19°21'45" E
L60	88.91'	N 00°16'22" E
L61	10.95'	N 50°39'10" W
L62	41.49'	N 78°36'23" W
L63	10.11'	N 55°07'44" W
L64	145.46'	S 84°12'04" E
L65	117.39'	S 21°31'28" E
L66	20.28'	S 35°16'30" E
L67	14.83'	S 88°47'35" W
L68	33.35'	N 01°12'25" W
L69	10.00'	N 01°12'25" W
L70	5.00'	S 88°47'35" W
L71	5.00'	N 01°12'25" W
L72	10.00'	S 88°47'35" W
L73	5.00'	S 01°12'25" E
L74	11.02'	S 88°47'35" W
L75	5.00'	N 01°12'25" W
L76	47.04'	S 88°47'35" W
L77	16.00'	N 01°12'25" W
L78	25.00'	N 88°47'35" E

**CURVE TABLE**

CURVE	LENGTH	RADIUS	CHORD BEARING
C1	4.91'	28.00'	S 06°21'13" E
C2	6.24'	36.00'	N 06°28'18" W
C3	3.17'	51.00'	S 89°25'39" E
C4	20.03'	25.00'	S 66°15'20" E
C5	9.49'	15.00'	S 27°03'31" E

LOT AND EASEMENT GRANT DETAIL  
(ONLY EASEMENTS GRANTED HEREON ARE DEPICTED. SEE SHEET 1 FOR EXISTING EASEMENTS)

PREPARED BY:  
**CEMCON, Ltd.**

Consulting Engineers, Land Surveyors & Planners  
2280 White Oak Circle, Suite 100 Aurora, Illinois  
80502-9675 PH: 630.862.2100 FAX: 630.862.2199  
E-Mail: cems@cemcon.com Website: www.cemcon.com

DISC NO: 800002 FILE NAME: SUBPLAT  
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REVISED 03-08-17/AJB PER SELLER'S COMMENTS DATED 02-27-17  
REVISED 03-08-17/AJB P.U.E. EASEMENT REVISION ON E. SIDE OF 702  
REVISED 03-16-17/AJB PER CITY COMMENTS DATED 03-15-17

DATE PLOTTED: 03/13/2017 10:17:17 AM

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4d

Title:	Consideration of a request to amend the Natural Area Easement at 2905 Glenbriar Drive
Presenter:	Rita Tungare

Meeting: Planning &amp; Development Committee

Date: June 10, 2019

Proposed Cost: \$ N/A

Budgeted Amount: \$

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

Mr. Emir Abinion, resident of 2905 Glenbriar Drive is requesting written approval from the City to construct a 5 foot high fence within the “Natural Area Easement” in their rear yard.

The subject property is part of the Woods of Fox Glen subdivision. The rear yards of lots within the subdivision have a Natural Area Easement as designated on the plat of subdivision. The Natural Area Easement restricts the removal of “living trees, shrubs, grade, grub, excavate, fill or construction of a structure of any kind on or within the area designated on the attached plat as “Natural Area Easements” except as may be approved in writing by the City of St Charles.

The rear yard of 2905 Glenbriar Drive has a 40 foot “Natural Area Easement” which currently has grass turf and wooded tree area. The proposed fence would encroach into the Natural Area Easement. Staff has advised Mr. Abinion that in order to construct the fence within the easement, it would be appropriate to request an amendment to the natural area easement.

As supplemental information, staff requested Mr. Abinion to provide input from the Homeowner’s Association and also an evaluation from a certified arborist. These are included in the packet. Mr. Abinion will be present at the meeting to respond to questions regarding his request.

Staff periodically receives requests for structures within the Natural Area Easement, similar to the request for 2905 Glenbriar Drive. We would also like to solicit input from the Committee if staff should gauge interest from the Homeowner’s Association regarding initiating changes to the Natural Area Easement for the entire subdivision to allow structures. The Easement was established in 1988 and it is likely that the purpose and form of the easement may have changed since then.

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

- >Request from Mr. Abinion to permit fence in Natural Area Easement
- >Fence design
- >Natural Area Easement Provisions
- >Plat of Survey
- >Email from President of HOA
- >Review from Arborist
- >Photos

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

Consider the request to amend the Natural Area easement for 2905 Glenbriar Drive. If the Committee recommends approval of the request, the applicant will prepare a revised plat of survey with the modified easement, which will be presented to City Council for final approval.

*Emir C Abinon*  
*2905 Glenbriar Drive*  
*St. Charles, IL 60174*  
*708-977-0944*

May 1, 2019

VIA Email: [bvann@stcharlesil.gov](mailto:bvann@stcharlesil.gov)

RE: FENCE APPROVAL AND PERMIT ON 2905 GLENBRIAR DR HOME

**Mr. Bob Vann**  
**Building and Code Enforcement Division Manager**  
**City of St. Charles IL**

Bob,

**In my submittal for fencing on my property located at 2905 Glenbriar Dr., please accept this request for additional consideration. I understand the potential issues on placement of fence with regards to the 40-ft. Natural Easement on the back of my property. Unfortunately, there are unique characteristics regarding my property that causes hardship on managing placement of fence for safety and security purposes on my property.**

Attached please find my Plat of Survey and the Pool Design and Placement documents. Please notice in the Plat of Survey that originally the home was built well behind the 50' Building Line in front. On the west-side of the home, it seems to have been built more than 30' behind the build line. This really places hardship on the usability of the backyard. Please also notice the document Pool Design and Placement and notice that we placed the pool as close to the house as possible to accommodate the 40' Natural Easement on the back of property. This made for a more compact area than we hoped for. Notice the pool placement with respect to the back easement.

However, the one thing that makes for difficulties is placement of the fence. It creates hardship for proper fencing and extremely limits the usability of our yard. Please look at the remaining pictures attached to notice that the 40' easement is the only grass area between the pool and the back of property and really the proper placement of the fence for safety and security. The pictures also show that the area we are proposing is only sparsely covered by smaller trees on my property and the fencing will not interfere with the property grading and no trees will need to be taken down or harmed. By making an exception and allowing the proposed placement, it will allow for safety and security and alleviate the hardship caused by the uniqueness of my property.

The 40' Natural Easement purpose is stated below per the city ordinance:

### **8.30.010 – Purpose**

“The purpose of this Chapter is to maintain existing trees within the City to the greatest extent possible, while allowing for reasonable development of private property. Trees are assets to the community in many ways, including contributing to its character and scenic beauty, clean air, reducing noise, preventing erosion of topsoil, reducing the rate of storm water runoff, providing nesting areas for birds and habitat for other wildlife, conserving energy, and providing shade and windbreaks. The health and general welfare of the community, as well as its tax base, are enhanced when trees are preserved.”

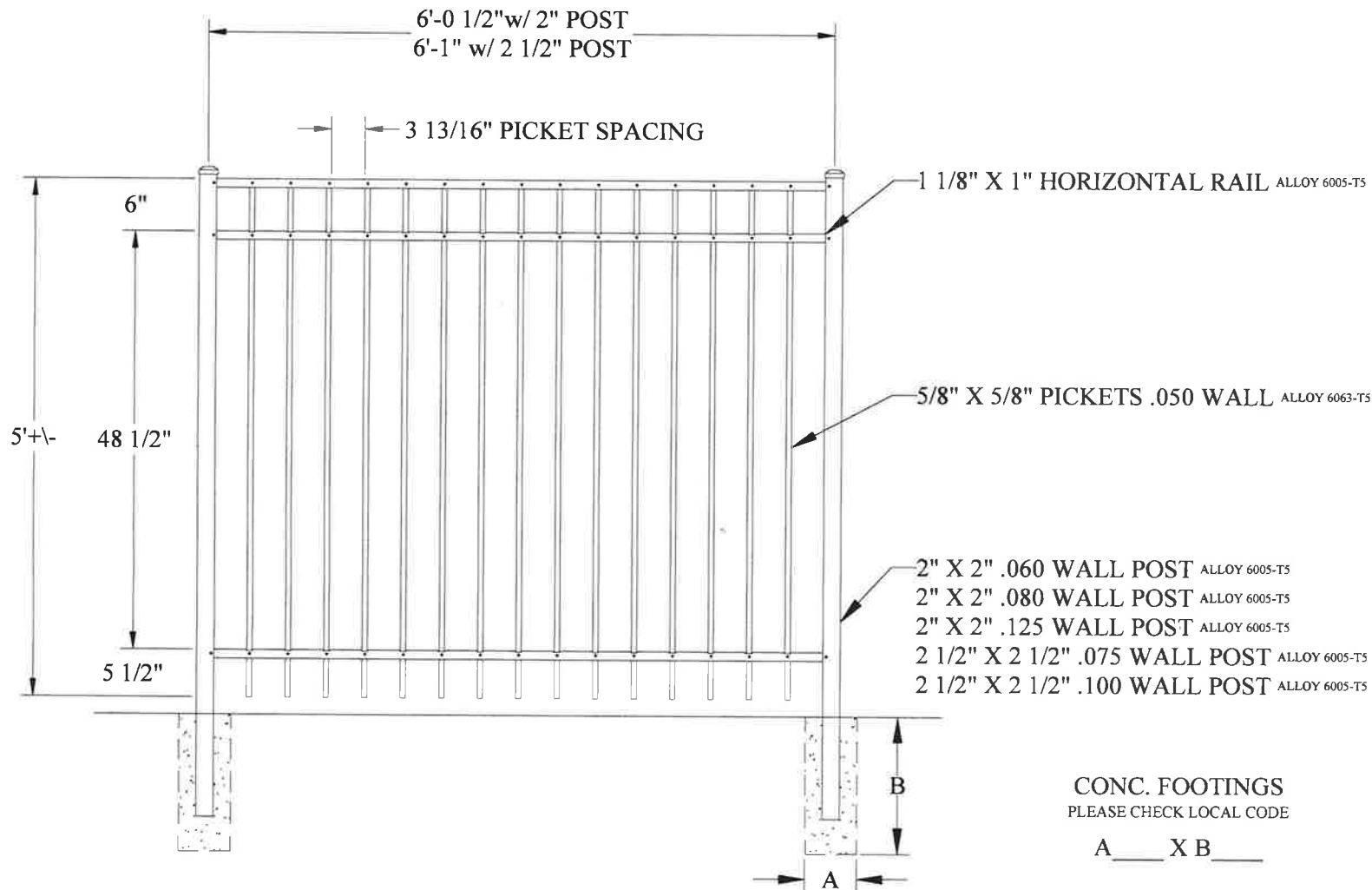
Our proposed fence placement will not violate nor go against the Purpose as stated. The fencing company will take extra consideration in making sure that the easement is disturbed as little as possible and kept as natural as possible in the spirit of the purpose and reasoning for the easement. The purpose should not however cause undue hardship to me as the home owner nor prevent me from creating a safe and secure environment for my yard.

If you would like to discuss this further and any questions, please do not hesitate in contacting me. Hoping this will merit your kind consideration on the matter.

Respectfully submitted,

*Emir C Abinion*

Emir C Abinion



NOTE: DRAWING NOT TO SCALE. ALL SECTIONS COME FULLY ASSEMBLED.

This drawing is the property of Elite Fence Products, Inc. It is not to be reproduced, copied, or traced in whole or part without written permission. See product specifications for installation requirements.

**EFF-20**  
RESIDENTIAL

5' HIGH 3-RAIL  
ALUMINUM FENCE PANEL  
2-21-16 V.1.0 | KS | KS | STD DRAWING

CONTRACTOR: \_\_\_\_\_  
PROJECT: \_\_\_\_\_

COLOR: \_\_\_\_\_  
DATE: \_\_\_\_\_



50925 RICHARD W. BLVD  
CHESTERFIELD TOWNSHIP, MI 48051  
WWW.ELITEFENCE.COM  
1-800-783-1331



AFORSAID, DO HEREBY CERTIFY THAT Henderson T. Harrison AND Janice H. Harrison, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 1st DAY OF June, A.D., 1988, AT St Charles, ILLINOIS.



Francis Kenney  
NOTARY PUBLIC

**NATURAL AREA EASEMENT PROVISIONS**

NO OWNER OF A RECORD LOT SHALL REMOVE LIVING TREES OR SHRUBS, GRADE, GRUB, EXCAVATE, FILL OR CONSTRUCT ANY STRUCTURE OF ANY KIND ON OR WITHIN THE AREA DESIGNATED ON THE ATTACHED PLAT AS "NATURAL AREA EASEMENT" EXCEPT AS MAY BE APPROVED IN WRITING BY THE CITY OF ST. CHARLES.

EACH OWNER OF RECORD LOT SHALL RESTORE, OR CAUSE TO BE RESTORED, ANY NATURAL AREA WITHIN SUCH "NATURAL AREA EASEMENT" DISTURBED BY SUCH LOT OWNERS DEVELOPMENT OF THE LOT, ALL IN ACCORDANCE WITH PLANS APPROVED BY THE CITY OF ST. CHARLES.

THE CITY SHALL HAVE THE RIGHT TO ENTER UPON ANY SUCH RECORD LOT TO ENFORCE THESE PROVISIONS AND SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENJOIN IN A COURT OF LAW ANY ACTIVITY ON, OR USE OF, THE LAND WITHIN THE "NATURAL AREA EASEMENT" WHICH IS INCONSISTENT HEREWITH.

**PUBLIC UTILITY EASEMENT PROVISIONS**

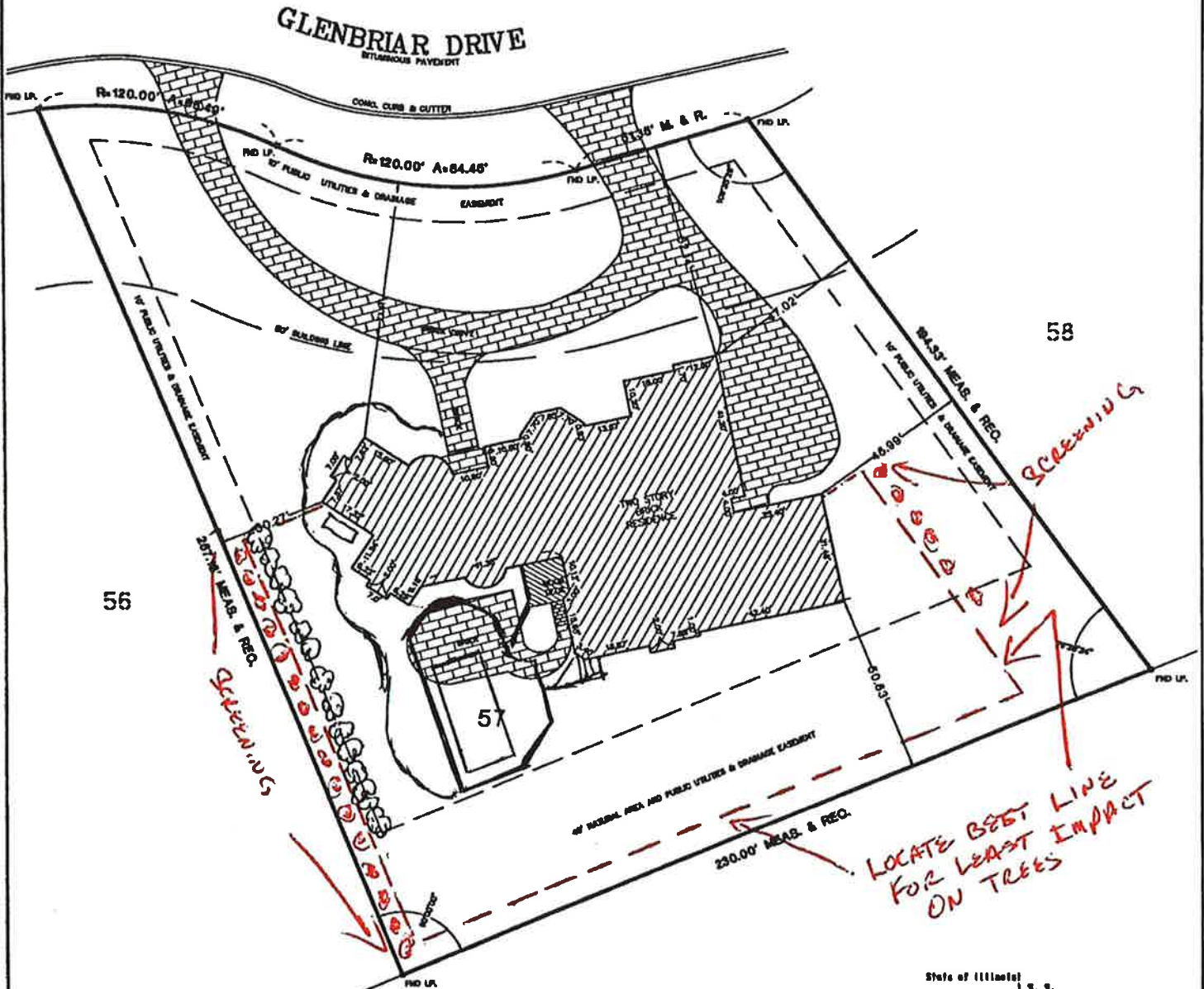
A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF ST. CHARLES, KANE AND DU PAGE COUNTIES, ILLINOIS, AND TO ALL PUBLIC UTILITY COMPANIES OF ANY KIND OPERATING UNDER FRANCHISE GRANTING THEM EASEMENT RIGHTS FROM THE CITY OF ST. CHARLES, ILLINOIS, INCLUDING BUT NOT LIMITED TO, ILLINOIS BELL TELEPHONE COMPANY AND NORTHERN ILLINOIS GAS COMPANY AND TO THEIR SUCCESSORS AND ASSIGNS IN, UPON, ACROSS, OVER, UNDER AND THROUGH THE AREAS SHOWN BY DASHED LINES AS EASEMENTS FOR PUBLIC UTILITIES AND DRAINAGE ON THE PLAT OF SUBDIVISION HEREON DRAWN OR WHERE NOTED IN THE ABOVE LEGEND FOR THE PURPOSES OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RENEWING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING AND MAINTAINING ELECTRICAL, CABLE TELEVISION, COMMUNICATION, GAS, TELEPHONE OR OTHER UTILITY LINES OR APPURTENANCES, SANITARY AND STORM SEWERS, DRAINAGE WAYS, STORM WATER DETENTION AND RETENTION, WATER MAINS AND ANY AND ALL MANHOLES, HYDRANTS, PIPES, CONNECTIONS, CATCH BASINS, BUFFALO BOXES, AND WITHOUT LIMITATION, SUCH OTHER INSTALLATIONS AS MAY BE REQUIRED TO FURNISH PUBLIC UTILITY SERVICE TO ADJACENT AREAS, AND SUCH APPURTENANCES AND ADDITIONS THERETO AS SAID CITY AND UTILITIES MAY DEEM NECESSARY TOGETHER WITH THE RIGHT OF ACCESS WITHIN SUCH AREA PLATTED HEREON FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OR ALL OF THE ABOVE WORK. THE RIGHT IS ALSO HEREBY GRANTED TO SAID CITY AND UTILITIES TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS THAT INTERFERE WITH THE OPERATION OF OR ACCESS TO SAID SEWERS, OR, WITHOUT LIMITATION, UTILITY INSTALLATIONS IN, ON, UPON, OR ACROSS, UNDER OR THROUGH SAID EASEMENTS. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES AND RIGHTS. WHERE AN EASEMENT IS USED FOR STORM OR SANITARY SEWERS, OTHER UTILITY INSTALLATIONS SHALL BE SUBJECT TO THE PRIOR APPROVAL OF SAID CITY OF ST. CHARLES SO AS NOT TO INTERFERE WITH THE GRAVITY FLOW IN SAID SEWER OR SEWERS. ENCLOSURES SHALL NOT BE ERECTED UPON SAID EASEMENTS EXCEPT WHERE SPECIFICALLY PERMITTED BY WRITTEN AUTHORITY OF THE CITY OF ST. CHARLES.

**UTILITY EASEMENT PROVISIONS**

PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF ST. CHARLES, KANE AND DU PAGE COUNTIES, ILLINOIS, AND TO ITS SUCCESSORS AND ASSIGNS IN, UPON, ACROSS, OVER, UNDER AND THROUGH THE AREAS SHOWN AS OUTLOTS A, B, C AND G ON THE PLAT OF SUBDIVISION HEREON DRAWN FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RENEWING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING AND MAINTAINING ELECTRICAL, CABLE TELEVISION, COMMUNICATION, GAS, TELEPHONE OR OTHER UTILITY LINES OR APPURTENANCES, SANITARY AND STORM SEWERS, DRAINAGE WAYS, STORM WATER DETENTION AND RETENTION, WATER MAINS AND ANY AND ALL MANHOLES, HYDRANTS, PIPES, CONNECTIONS, CATCH BASINS, BUFFALO BOXES, AND WITHOUT LIMITATION, SUCH OTHER INSTALLATIONS AS MAY BE REQUIRED TO FURNISH PUBLIC UTILITY SERVICE TO ADJACENT AREAS, AND SUCH APPURTENANCES AND ADDITIONS THERETO AS SAID CITY AND UTILITIES MAY DEEM NECESSARY TOGETHER WITH THE RIGHT OF ACCESS WITHIN SUCH AREA PLATTED HEREON FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OR ALL OF THE ABOVE WORK. THE RIGHT IS ALSO HEREBY GRANTED TO SAID CITY AND UTILITIES TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS THAT INTERFERE WITH THE OPERATION OF OR ACCESS TO SAID SEWERS, OR, WITHOUT LIMITATION, UTILITY INSTALLATIONS IN, ON, UPON, OR ACROSS, UNDER OR THROUGH SAID EASEMENTS. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES AND RIGHTS. WHERE AN EASEMENT IS USED FOR STORM OR SANITARY SEWERS, OTHER UTILITY INSTALLATIONS SHALL BE SUBJECT TO THE PRIOR APPROVAL OF SAID CITY OF ST. CHARLES SO AS NOT TO INTERFERE WITH THE GRAVITY FLOW IN SAID SEWER OR SEWERS. ENCLOSURES SHALL NOT BE ERECTED UPON SAID EASEMENTS EXCEPT WHERE SPECIFICALLY PERMITTED BY WRITTEN AUTHORITY OF THE CITY OF ST. CHARLES.

# PLAT OF SURVEY

OF  
LOT 57 IN WOODS OF FOX GLEN UNIT TWO, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.



56

58

COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DIFFERENCES AT ONCE.

**FJM LAND SURVEYING**  
 TELEPHONE: (830) 587-8080  
 FACSIMILE: (830) 587-8081  
 EMAIL: FJMSURVEY@AOL.COM  
 8 N 588 WILLOWROCK DRIVE  
 ST. CHARLES, ILLINOIS 60178

State of Illinois )  
 County of Kane ) S. S.  
 I, Frank J. McDaniel, an Illinois Professional Land Surveyor, No. 1256, do hereby certify that the Plat shown herein is a correct representation of a survey performed by and under my direction. This professional service conforms to the current Illinois minimum standards for a boundary survey.  
 All dimensions shown in feet and decimal parts thereof.  
 Given under my hand and seal in St. Charles, Illinois, this 21st day of June, A.D. 2006.

Frank J. McDaniel, P.L.S. #1256  
 License Renewal/Date of Expiration = 11/30/2018

Prepared for: Mark C. Corham, Attorney at Law  
 Job No. 06-7063  
 Address: 2805 Glenbriar Drive, St. Charles

Sub to Plat  
 FOR BUILDING RESTRICTIONS AND EASEMENTS NOT SHOWN HEREON REFER TO YOUR ABSTRACT, DEED, EASEMENTS POLICY, AND LOCAL ORDINANCES  
 ○ SHED POLE SET      S-400018  
 ○ SHED POLE FOUND      A-0001 LANTIER

**Subject:** Woods of Fox Glen

**Date:** Monday, June 3, 2019 at 1:38:57 PM Central Daylight Time

**From:** tracey carragher

**To:** Emir Abinion

**CC:** Robert Behan

Emir, the WFG Bod is meeting on Wednesday. While we have been in discussions for some time about this, we expect to come to resolution on Wednesday night. As respects your request for fence approval, we are very comfortable with your going forward with a fence in accordance with our covenants and by-laws. Please express this to the City, and we will will support your installation. The Board has no authority to oversee,overrule,or enforce any installations in compliance with City ordinances. In short, the Board cannot deny what the city has approved.

We are proud to have you as a neighbor, Emir, and very much appreciate your professionalism and consideration.

With Best Regards,

Tracey A Carragher

President, Woods of Fox Glen



## CROWN

TREE CARE, INC.

109 Woodland Park Cir.

Gilberts, IL. 60136

P: 847-888-9916

C: 847-553-6056

[rbolanos1491@sbcglobal.net](mailto:rbolanos1491@sbcglobal.net)

---

To whom it may concern,

In regard to a request by Mr. and Mrs. Abinion, of 2905 Glenbriar dr., St Charles, IL. 60174, I have inspected the trees in the area and the potential impact to the trees in the area of the proposed new fence to be installed and give my approval for the project to proceed. It is my expert opinion as a certified arborist, ISA, and IAA member that the impact would be minimal at worst. Additionally, as a proactive measure, it is my recommendation that we fertilize the surrounding trees in the area for the next two years, twice a year in the spring and in the fall, with organic chelated micro and macro nutrients administered throughout the rootzone via soil injection feeding combined with soil surface application to reduce the possibility of tree health decline in the event of any disturbance to the roots. Please feel free to contact me with any questions, comments, or concerns.

Thank you,

*R. Bolanos 5/28/19*

Rogelio Bolanos

Certified Arborist IL-1621-A

ISA and IAA Member

---













City of St. Charles, Illinois

Two East Main Street St. Charles, IL 60174-1984

Phone: 630-377-4400 Fax: 630-377-4140 - www.stcharlesil.gov

# Precision GIS

RAYMOND ROGINA *Mayor*

MARK KOENEN *City Administrator*



Data Source:  
City of St. Charles, Illinois  
Kane County, Illinois  
DuPage County, Illinois  
Projection: Transverse Mercator  
Coordinate System: Illinois State Plane East  
North American Datum 1983  
Printed on: June 5, 2019 03:28 PM



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Created by MapInfo 2019



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4e

Title:

Plan Commission recommendation to approve a Special Use for Animal Hospital for VetIQ, Meijer PUD.

Presenter:

Ellen Johnson

Meeting: Planning & Development Committee

Date: June 10, 2019

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted:

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

The subject property is the Meijer store located at the southwest corner of Randall Rd. and Lincoln Hwy.

Chad Longson on behalf of Community Veterinary Clinics LLC/PetIQ LLC is requesting approval of a Special Use for Animal Hospital to permit a veterinary clinic called VetIQ to locate within the Meijer store building. Details of the proposed use are as follows:

- The clinic will occupy 859 sf at the southeast corner of the store. The space includes a reception area with merchandise sales and two exam areas.
- The clinic will have its own direct exterior access.
- Hours of operation: Tuesday – Saturday, 10am-7pm.
- Four employees will be working at a given time.
- Services include dog and cat vaccinations, lab work, microchipping, routine care and treatment of minor illness.

The Meijer PUD Ordinance (1999-M-24) requires Special Use approval to establish an Animal Hospital on the Meijer property. The proposed business qualifies as an Animal Hospital.

**Plan Commission Review**

Plan Commission held a public hearing on 5/21/19 and voted 7-0 to recommend approval.

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

Plan Commission Resolution, Staff Report, Application, Excerpt from Ord. 1999-M-23

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

Plan Commission recommendation to approve a Special Use for Animal Hospital for VetIQ, Meijer PUD.

**City of St. Charles, Illinois**  
**Plan Commission Resolution No. 9-2019**

**A Resolution Recommending Approval of an Application for Special Use for  
Animal Hospital – VetIQ, Meijer PUD (855 S. Randall Rd.)**

**Passed by Plan Commission on May 21, 2019**

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

WHEREAS, the Plan Commission held a public hearing and reviewed the application for Special Use for Animal Hospital for VetIQ, Meijer PUD (855 S. Randall Rd.); and,

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

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

This use will serve the public allowing for convenient veterinarian services and wellness plans.

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

Infrastructure is currently in place.

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

The special use will not impact surrounding neighborhoods because the vet clinic is located inside of the Meijer store and will serve as a convenience for shoppers already using the store.

**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 current zoning allows service uses due to the Meijer PUD. This Special Use will not impede with the normal operations and development.

- 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.**

Cleanliness is top priority in our clinics and as such there are no issues with public safety or welfare.

- 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.**

Yes, this special use conforms.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to City Council approval of a Special Use for Animal Hospital for VetIQ, Meijer PUD (855 S. Randall Rd.).

Roll Call Vote:

Ayes: Kessler, Becker, Holderfield, Wallace, Melton, Funke, Pretz

Nays: 0

Absent: Purdy, Vargulich

Recused: 0

Motion carried: 7-0

PASSED, this 21<sup>st</sup> day of May 2019.

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Chairman  
St. Charles Plan Commission

Community & Economic Development  
 Planning Division

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



**Staff Report**

**TO:** Chairman Rita Payleitner  
 And the Members of the Planning and Development Committee

**FROM:** Ellen Johnson, Planner

**RE:** Special Use for Animal Hospital – VetIQ, Meijer PUD (855 S. Randall Rd.)

**DATE:** June 4, 2019

**I. APPLICATION INFORMATION**

**Project Name:** VetIQ – Meijer PUD

**Applicant:** Community Veterinary Clinics, LLC/Pet IQ LLC, represented by Chad Longson

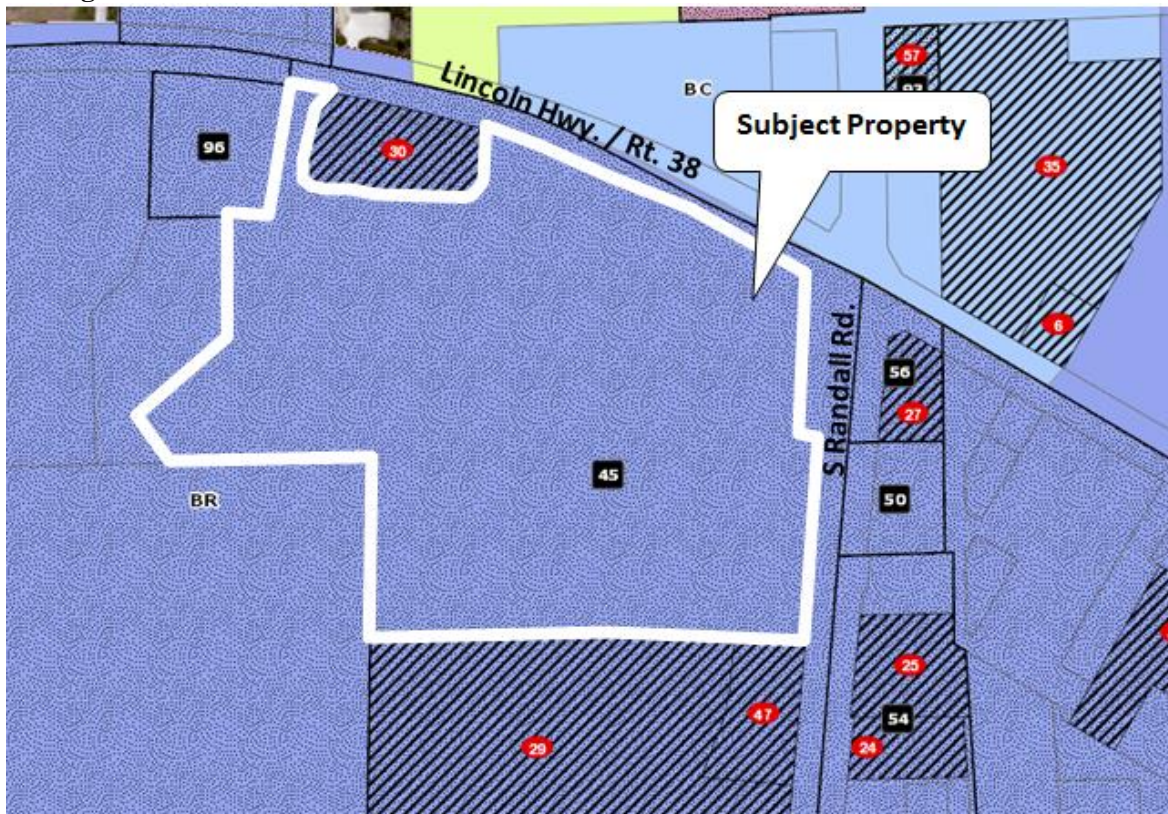
**Purpose:** To permit a veterinary clinic to locate inside the Meijer store building

<b>General Information:</b>		
<b>Site Information</b>		
Location	855 S. Randall Rd.	
Acres	27.8 acres	
Application	<b>Special Use</b>	
Applicable Ordinances and Zoning Code Sections	17.04 Administration Ordinance No. 1999-M-24 “An Ordinance Granting a Special Use as a Planned Unit Development (Meijer PUD)” Ordinance No. 2018-Z-8 “An Ordinance Amending Ordinances 1999-M-24 and 2017-Z-11 (Meijer PUD) regarding the Pharmacy Drive-Through, Signage, and Required Parking and Granting Approval of a PUD Preliminary Plan for Meijer, 855 S. Randall Road)”	
<b>Existing Conditions</b>		
Land Use	Commercial- Meijer store	
Zoning	BR Regional Business & PUD (Meijer PUD)	
<b>Zoning Summary</b>		
North	BC Community Business PL Public Lands	Retail strip center, Moose Lodge, Fair Grounds
East	BR Regional Business & PUD (Randall Road Commercial PUDs)	Commercial uses
South	BR Regional Business & PUD (Meijer PUD)	Lowe’s
West	BR Regional Business & PUD (Bricher Commons PUD & Metro Storage PUD)	Metro Storage facility, vacant land
<b>Comprehensive Plan Designation</b>		
Corridor/Regional Commercial		

**Aerial**



**Zoning**



## **II. BACKGROUND**

### **A. PROPERTY HISTORY**

The subject property is the site of the Meijer store located at the southwest corner of Randall Rd. and Lincoln Hwy.

The Meijer store was constructed in 2000. Development of the property was approved under Ordinance 1999-M-24 “An Ordinance Granting a Special Use as a Planned Unit Development (Meijer PUD)”. The PUD ordinance was amended in 2017 under Ordinance 2017-Z-11 regarding signage and again in 2018 under Ordinance 2018-Z-8 regarding the pharmacy drive-thru, signage and parking. Also in 2018, Ordinance 2018-Z-9 approved a three-building retail/restaurant outlot development on the east end of the Meijer parking lot.

### **B. PROPOSAL**

Chad Longson on behalf of Community Veterinary Clinics LLC/PetIQ LLC has submitted an application for Special Use for Animal Hospital to permit a veterinary clinic called VetIQ to locate within the Meijer store building.

Details of the proposed use are as follows:

- The clinic will occupy 859 sf at the southeast corner of the store. The space includes a reception area with merchandise sales and two exam areas (see site plan).
- The clinic will its own direct exterior access.
- Hours of operation: Tuesday – Saturday, 10am-7pm.
- Four employees will be working at a given time.
- Services include dog and cat vaccinations, lab work, microchipping, routine care and treatment of minor illness.

## **III. ANALYSIS**

### **A. PROPOSED USE**

Permitted uses in the Meijer PUD are established in Exhibit IV of Ordinance 1999-M-24. The use list applicable to the B-3 Service Business District under the City’s previous (1960) Zoning Ordinance was incorporated into the PUD Ordinance. “Animal Hospital” is listed as a Special Use.

“Animal Hospital” is defined in the City’s previous zoning ordinance as follows:

*Any building or portion thereof designed or used for the care, observation or treatment of domestic animals.*

The proposed PetIQ veterinary clinic meets the definition of Animal Hospital.

The City’s current Zoning Ordinance includes a similar use called “Veterinary Clinic/Animal Hospital”. The use is permitted in the BC and BR Regional Business commercial districts as well as the OR Office/Research and M-1 and M-2 manufacturing districts. Special Use approval is not required within these zoning districts, unless a property is subject to a PUD ordinance which contains different Permitted/Special Uses, as is the case with the Meijer property.

**B. SIGNAGE**

Plans for exterior signage for VetIQ have not been presented to the City. Signage on the Meijer building is subject to the regulations established in Ordinance 2018-Z-8. A total of six wall signs are permitted on the Meijer building. All six approved signs currently exist. Therefore, no additional exterior wall signage will be permitted for VetIQ unless a PUD Amendment is requested.

**C. PARKING**

The parking requirement for the Meijer store is 792 spaces. This number was approved under Ordinance 2018-Z-8 in anticipation of the parking to be lost for the outlot development on the northeast portion of the Meijer parking lot.

The parking count was approved for the entire Meijer store, including any secondary businesses located within the store such as Starbucks and US Bank. Thus no separate or additional parking requirement will apply to the proposed PetIQ veterinary clinic.

**IV. PLAN COMMISSION RECOMMENDATION**

Plan Commission held a public hearing on 5/21/19 and recommended approval by a vote of 7-0.

**V. ATTACHMENTS**

- Application for Special Use; received 5/1/2019
- Exhibit IV from Ordinance 1999-M-24



**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

**SPECIAL USE APPLICATION**

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

<b>For City Use</b>	
Project Name:	<u>VetIQ - Meijer</u>
Project Number:	<u>2019</u> -PR- <u>006</u>
Application Number:	<u>2019</u> -AP- <u>007</u>



To request a Special Use for a property, or to request to amend an existing Special Use Ordinance for a property, complete this application and submit it with all required attachments to the Planning Division.

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

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

<b>1. Property Information:</b>	Location: <u>Meijer Store</u> <u>855 S Randall Rd. St. Charles IL 60174</u>	
	Parcel Number (s): <u>09-32-476-008</u>	
	Proposed Name: <u>VetIQ</u>	
<b>2. Applicant Information:</b>	Name <u>Community Veterinary Clinics, LLC</u>	Phone <u>208-939-8900 ex. 313</u>
	Address <u>923 S Bridgeway Pl</u> <u>Eagle, Idaho 83616</u>	Fax <u>PetIQ</u>
		Email <u>Chad.Langston@petiq.com</u>
<b>3. Record Owner Information:</b>	Name <u>Meijer stores</u>	Phone <u>616-791-3621</u>
	Address <u>2350 3 mile Rd NW</u> <u>Grand Rapids MI 49544</u>	Fax
		Email <u>Kurt.adams@meijer.com</u>

**Please check the type of application:**

- Special Use for Planned Unit Development - PUD Name:** \_\_\_\_\_
  - New PUD
  - Amendment to existing PUD- Ordinance #: \_\_\_\_\_
  - PUD Preliminary Plan filed concurrently
  
- Other Special Use (from list in the Zoning Ordinance):** Animal Hospital
  - Newly established Special Use
  - Amendment to an existing Special Use Ordinance #: \_\_\_\_\_

**Information Regarding Special Use:**

Comprehensive Plan designation of the property: Corridor/Regional Commercial

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

What is the property's current zoning? BR - PUD

What is the property currently used for? Commercial (Meijer store)

- If the proposed Special Use is approved, what improvements or construction are planned?  
Tenant Buildout to accommodate a Veterinarian Wellness Center

**For Special Use Amendments only:**

Why is the proposed change necessary?  
N/A

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

**Note for existing buildings:**

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

**Attachment Checklist:**

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

**APPLICATION FEE:**

Application fee in accordance with Appendix B of the Zoning Ordinance. (Special Use for PUD \$1,000; all other Special Use requests \$750) *City of St. Charles*

**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	<u>\$1,000</u>	\$2,000	\$3,000	\$4,000
2 or 3	\$2,000	\$4,000	\$5,000	\$7,000
4 or more	\$3,000	\$5,000	\$7,000	\$10,000

**PROOF OF OWNERSHIP and DISCLOSURE:**

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

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

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

**LEGAL DESCRIPTION:** For entire subject property, on 8 1/2 x 11 inch paper

**PLAT OF SURVEY:**

*N/A*  
A current plat of survey for the Subject Realty showing all existing improvements on the property, prepared by a registered Illinois Professional Land Surveyor.

**FINDINGS OF FACT:**

Fill out the attached forms or submit responses on a separate sheet (*Submit "Criteria for PUD" for any PUD application; "Findings for Special Use" for all other Special Use applications.*)

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

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

❑ **SOIL AND WATER CONSERVATION DISTRICT APPLICATION:**

N/A Copy of completed Land Use Opinion application as required by state law, as submitted to The Kane-Dupage Soil and Water Conservation District. <http://www.kanedupageswcd.org/>

*Submit the application form and fee directly to the Kane-DuPage Soil and Water Conservation District. Provide a copy with this application.*

❑ **ENDANGERED SPECIES REPORT:**

N/A Copy of Endangered Species Consultation Agency Action to be filed with the Illinois Department of Natural Resources. <http://dnr.illinois.gov/EcoPublic/>

*Fill out the online form, print the report and submit with this application.*

❑ **TRAFFIC STUDY:** If requested by the Director of Community Development.

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

❑ **PLANS:**

- **\*Submit PDF of floorplan & provide a description of the business (services offered, hours, staff, etc.)**
- 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:**

Initial Submittal - 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.


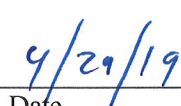

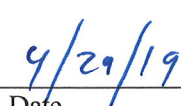
❑ **SITE PLAN (Note: For a Special Use for PUD, submit PUD Preliminary Plan Application in lieu of Site Plan)**

A plan or plans showing the following information:

- N/A
1. Accurate boundary lines with dimensions
  2. Streets on and adjacent to the tract: Name and right-of-way width
  3. Location, size, shape, height, and use of existing and proposed structures
  4. Location and description of streets, sidewalks, and fences
  5. Surrounding land uses
  6. Date, north point, and scale
  7. Ground elevation contour lines
  8. Building/use setback lines
  9. Location of any significant natural features
  10. Location of any 100-year recurrence interval floodplain and floodway boundaries
  11. Location and classification of wetland areas as delineated in the National Wetlands Inventory
  12. Existing zoning classification of property
  13. Existing and proposed land use
  14. Area of property in square feet and acres
  15. Proposed off-street parking and loading areas
  16. Number of parking spaces provided, and number required by ordinance
  17. Angle of parking spaces
  18. Parking space dimensions and aisle widths
  19. Driveway radii at the street curb line
  20. Width of driveways at sidewalk and street curb line

- 21. Provision of handicapped parking spaces
- 22. Dimensions of handicapped parking spaces
- 23. Depressed ramps available to handicapped parking spaces
- 24. Location, dimensions and elevations of freestanding signs
- 25. Location and elevations of trash enclosures
- 26. Provision for required screening, if applicable
- 27. Exterior lighting plans showing:
  - a. Location, height, intensity and fixture type of all proposed exterior lighting
  - b. Photometric information pertaining to locations of proposed lighting fixtures

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

Record Owner	Date
	
Applicant or Authorized Agent	Date
	



Kurt Adams  
Director of Property Management  
Phone: 616.791.3621  
E-Mail: [kurt.adams@meijer.com](mailto:kurt.adams@meijer.com)

Ellen Johnson  
Two East Main Street  
St. Charles, Illinois 60174

Dear Ellen Johnson

This letter is to give Authorization to Community Veterinarian Clinics LLC/PetIQ/VetIQ to file an application for Special Use to locate a pet clinic within our Meijer store located at 855 S Randall Rd, St. Charles IL 60174.

If you have any questions please feel free to Contact me at 616 791-3621 or [kurt.adams@meijer.com](mailto:kurt.adams@meijer.com)

Respectfully

A handwritten signature in black ink, appearing to read "Kurt Adams", is written over a faint circular stamp.

Kurt Adams

# FINDINGS OF FACT – SPECIAL USE

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



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

*As the applicant, the “burden of proof” is on you to show how your proposed Special Use will comply with each of the applicable standards. Therefore, you need to “make your case” by explaining specifically how your project meets each of the following standards.*

VetIQ  
Project Name or Address

4/29/19  
Date

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

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

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

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

This Use will serve the public allowing for  
Convenient Veterinarian Services and Wellness  
Plans.

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

Infrastructure is currently in place

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

The Special Use will not impact surrounding neighborhoods because the Vet Clinic is located inside of Meijer store and will serve as a convenience for shoppers already using the store.

- 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 current zoning is services due to the PUD with Meijer. This special use will not impede with the normal operations and development.

- 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.

Cleanliness is top priority in our clinics and as such there are no issues with public safety or welfare.

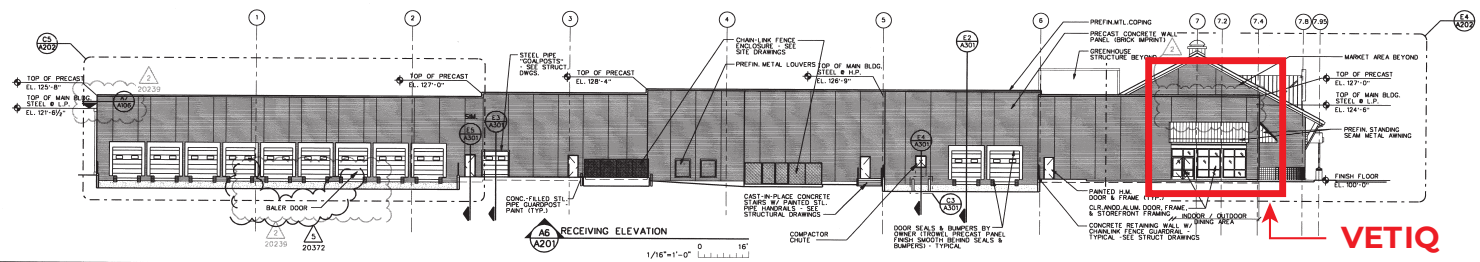
- F. Conformance with Codes:** That the proposed Special Use conforms to all existing Federal, State and local legislation and regulation and meets or exceeds all applicable provisions of this Title, except as may be varied pursuant to a Special Use for Planned Unit Development.

Yes this Special Use conforms

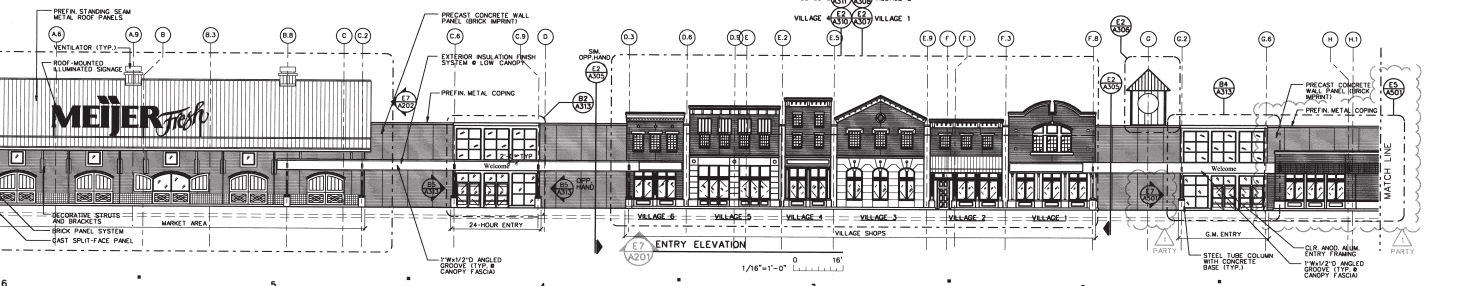
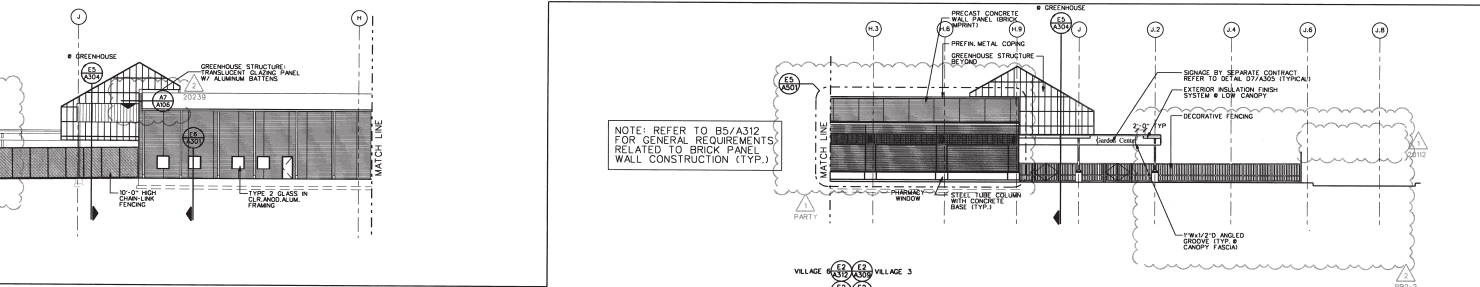
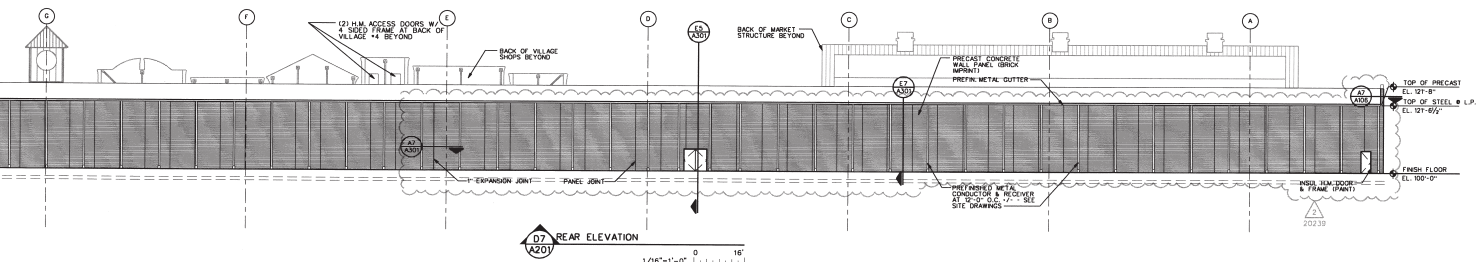
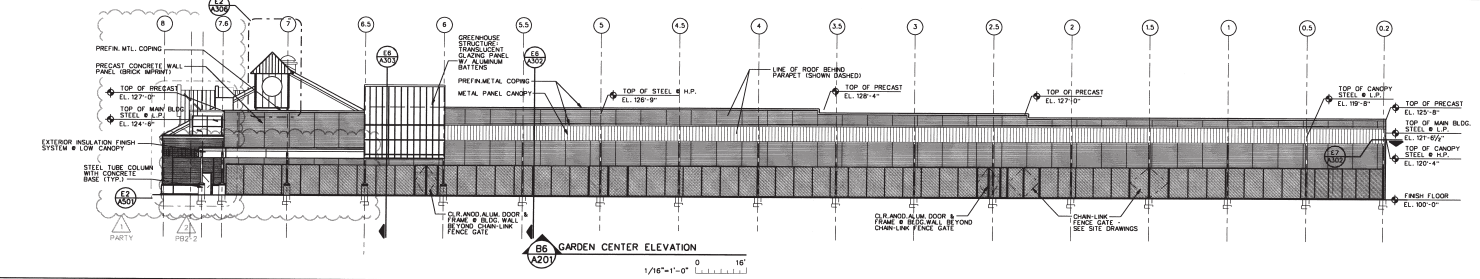


**GENERAL NOTES:**

1. BRICK COLOR & CONTROL JOINTS SHALL MATCH BRICK COLOR AT BRICK LOCATIONS.
2. REFER TO EXTERIOR FINISH SCHEDULE FOR EXTERIOR MATERIAL FINISHES.
3. PRECAST CONCRETE WALL PANEL MANUFACTURER SHALL FIELD COORDINATE ALL DETAILS TO MATCH WALL PANELS CORERS AT HEAD PANEL REBAR OPEN.



**VETIQ**



**VETIQ**

BEVELLE  
ARCHITECTS  
ARCHITECTS

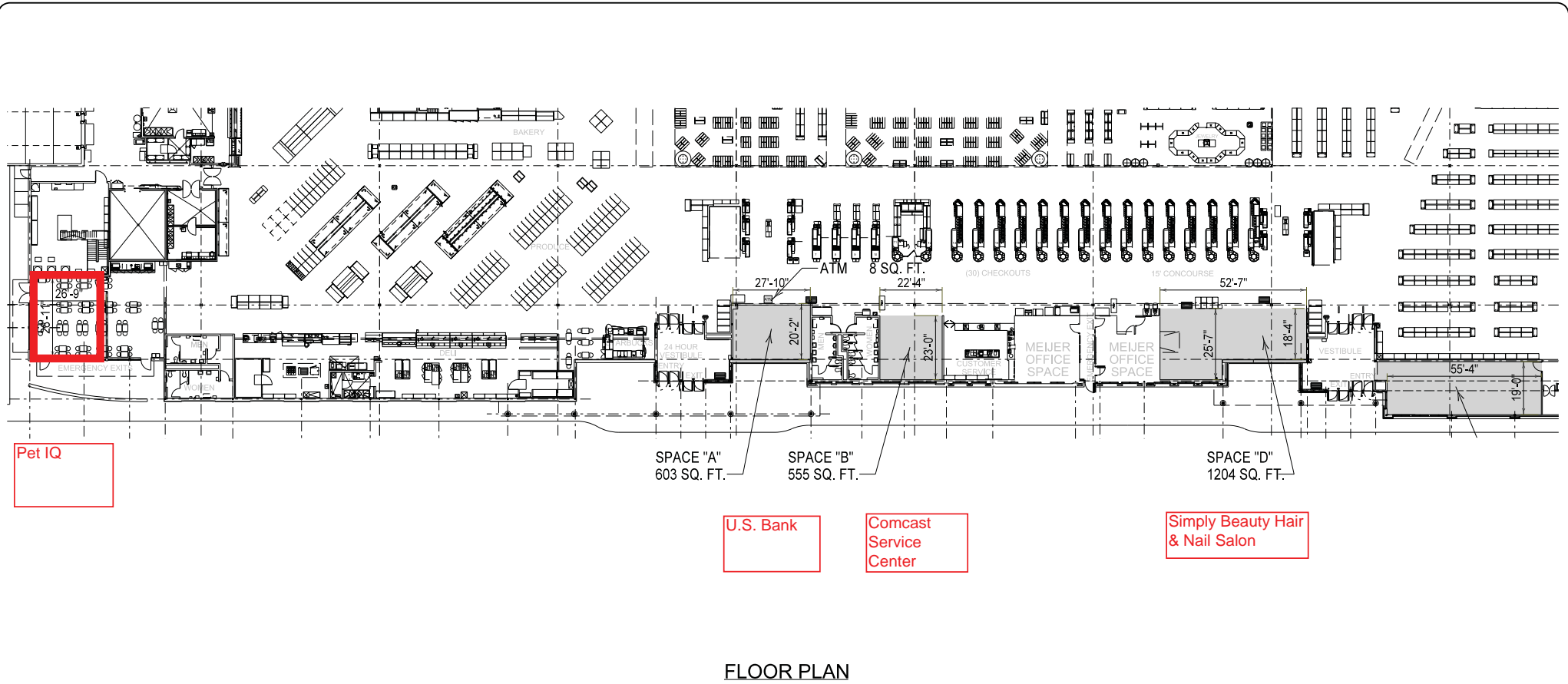
MEIJER 182

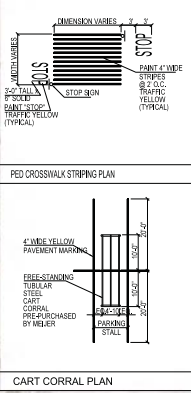
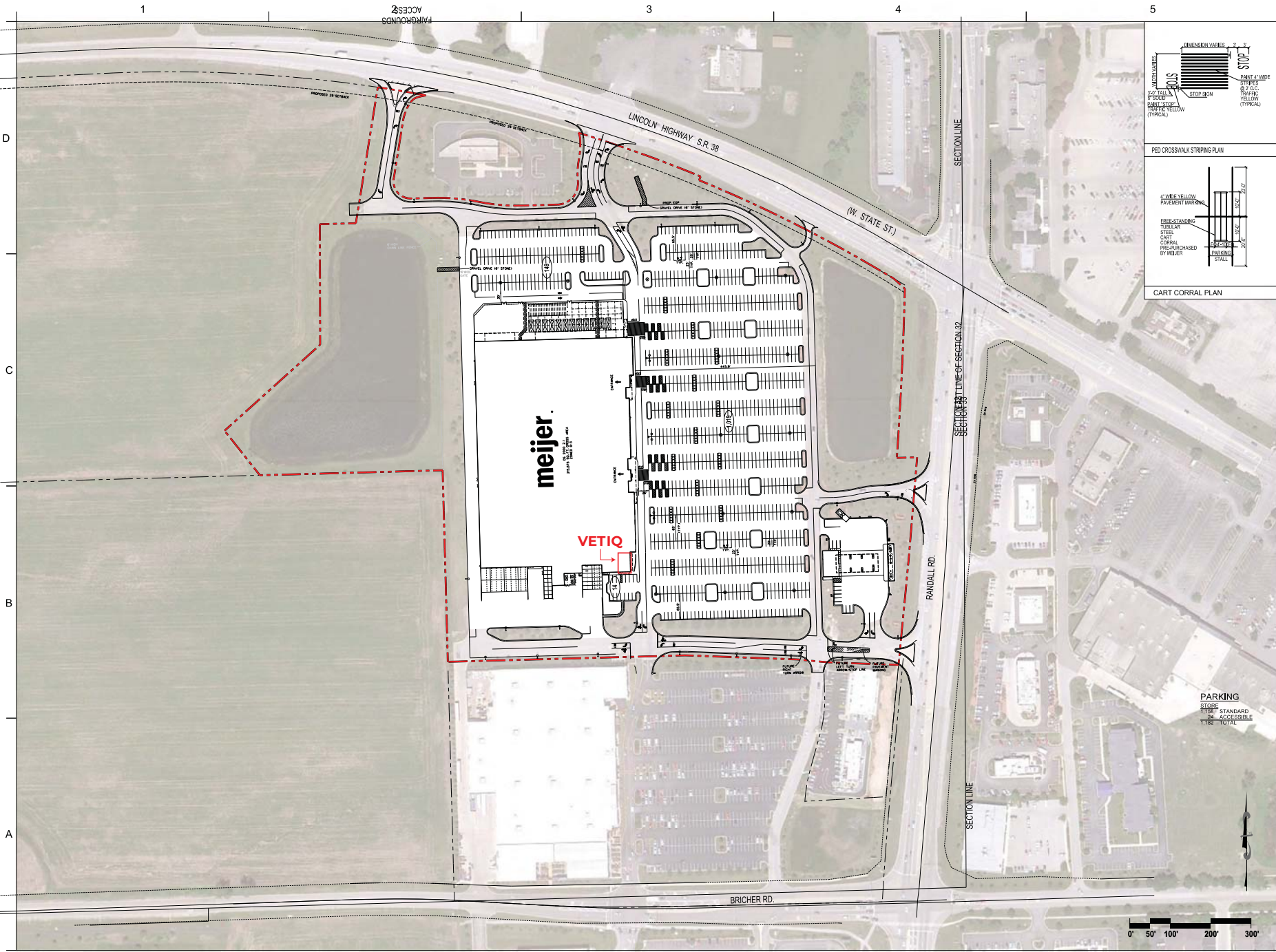
MEIJER 182

MEIJER 182

MEIJER 182

MEIJER 182





**meijer**  
 2620 WALKER AVE. N.W.  
 GRAND RAPIDS, MI 49544  
 (616) 453-5711 WWW.MEIJER.COM

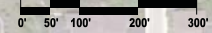


DATE	MARK	REV	DESCRIPTION
04/02/2005	NOE	JLS	ISSUED FOR REVIEW
04/02/2005	NOE	JLS	ISSUED FOR REVIEW
03/02/2004	NOE	JLS	ISSUED FOR REVIEW

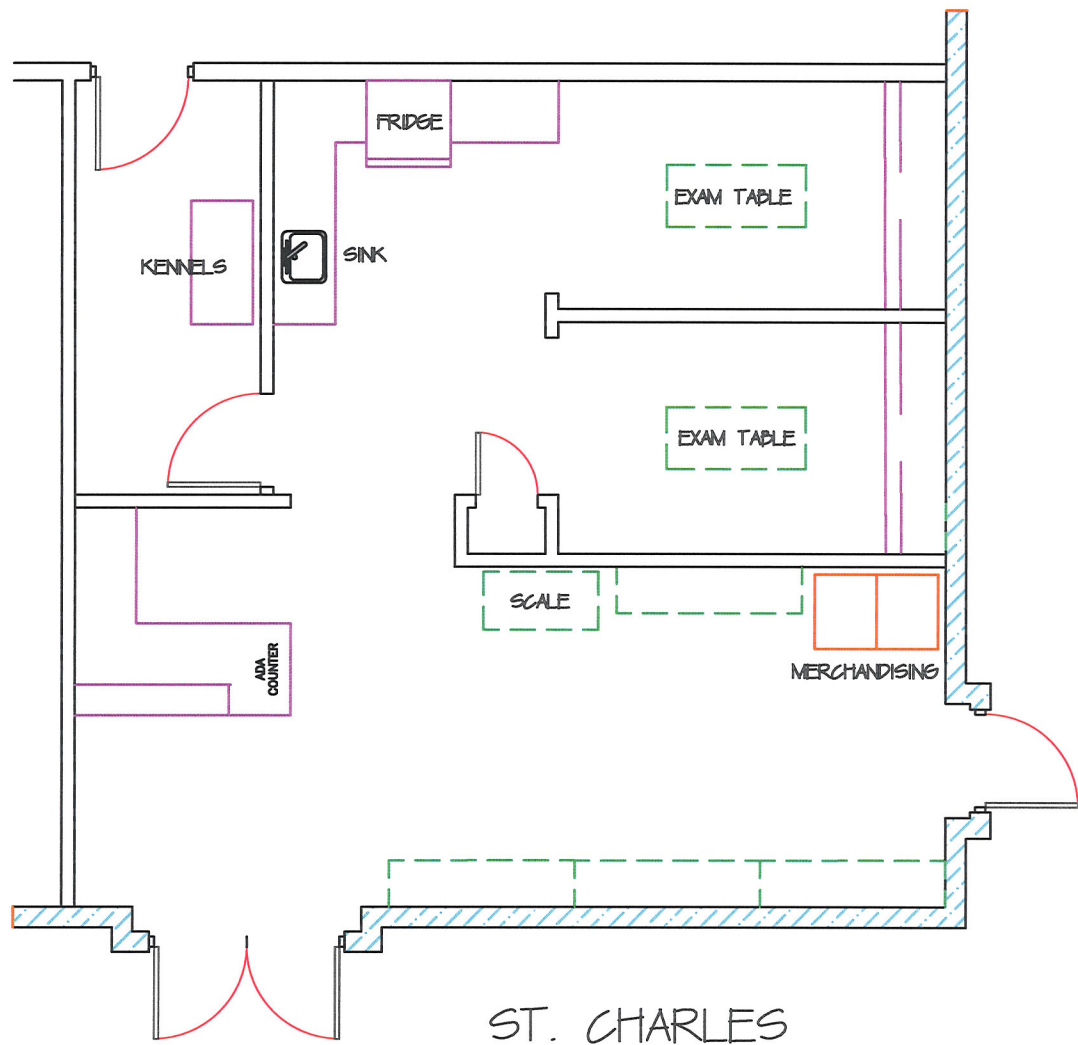
**182 ST. CHARLES, IL**  
 855 S. RANDALL ROAD ST. CHARLES, IL 60174-4570  
**STRIPING/SIGNAGE PLAN**

PROJECT NO:	1000000
ISSUE DATE:	04/01/2005
DRAWN BY:	JLS
CHECKED BY:	JLS
CONTACT:	JLS

**C-500**  
 © Copyright Meijer 2011



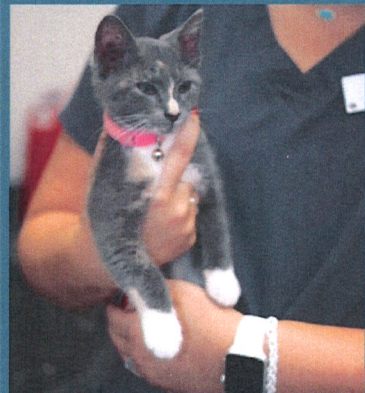
**PARKING**  
 1,152 STANDARD  
 76 ACCESSIBLE  
 1,182 TOTAL




Hours and days  
of operation

Tues - Sat  
10 - 7pm

ST. CHARLES



## VetIQ Petcare - Overview

A photograph of a veterinary clinic. In the foreground, a female veterinarian with dark hair, wearing blue scrubs, is smiling and leaning over a golden retriever lying on a dark table. The dog is looking towards the camera with its mouth open. In the background, a male veterinarian in a white lab coat is seated at a desk, looking down. The setting includes shelves with binders and a microscope.

Provide the Best  
Veterinary Services  
Available for All  
Pets at an  
Affordable Cost  
and Greater  
Convenience for  
Pet Parents

# 20 VetIQ Petcare Locations



Dr. Mollett, DVM and Janelly the Clinic Supervisor Edmond, OK



# The VetIQ Petcare 360° Pet Wellness Approach to Pet Health



## 360° Pet Wellness

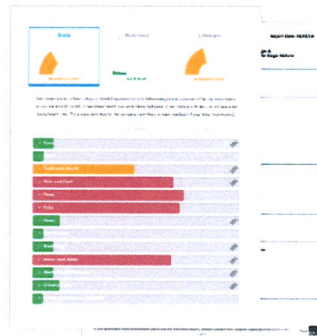
As easy as 1 - 2 - 3

VetIQ Petcare 360 Pet Wellness is a unique approach that makes it easier than ever to make sure all pets are receiving the care they deserve.



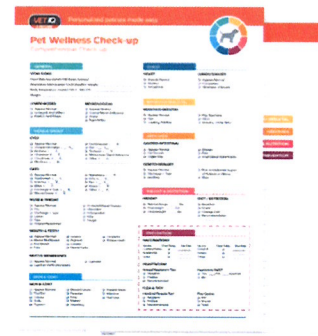
### Pet Wellness Report

We recommend all clients start with our FREE online assessment of their pet.



### Pet Wellness Check-up

Then bring their pet in for a comprehensive exam performed by our vet.



### Pet Wellness Plan

A personalized wellness plan is then developed specifically for each pet.

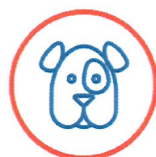




# Dog Services



**VACCINES & VACCINE PACKS**  
**FROM \$20**



**PUPPY VACCINES**  
**FROM \$65**



**LAB WORK**  
**FROM \$20**



**MICROCHIP PET ID**  
**ONLY \$20**



**ROUTINE CARE**  
**FROM \$10**



**MINOR ILLNESSES**  
**FROM \$49**

VACCINE PACKS		ADD RABIES +\$15	
<b>Full Dog Pack</b>	<b>\$80</b>	<b>Influenza Pack</b>	<b>\$40</b>
<ul style="list-style-type: none"> <li>• 5 in 1 + Lepto 4</li> <li>• Bordetella</li> <li>• Heartworm/Lyme</li> <li>• Fecal Tests</li> </ul>		<ul style="list-style-type: none"> <li>• H3N8 &amp; H3N2 Vaccines</li> </ul>	

INDIVIDUAL VACCINES	
<b>Rabies Vaccine</b>	<b>\$20</b>
<b>Lyme Vaccine</b>	<b>\$35</b>
<b>5 in 1 (DA2P &amp; Parvovirus)</b>	<b>\$35</b>
<b>Leptospirosis (4-way)</b>	<b>\$35</b>
<b>Bordetella</b>	<b>\$35</b>

THE BASICS	
<b>Nail Trim</b>	<b>\$20</b>
<b>Microchip Pet ID</b> Lifetime Registration	<b>\$20</b>
<b>Anal Gland Expression</b>	<b>\$20</b>
<b>Heartworm/Lyme Combo Test</b>	<b>\$20</b>
<b>Fecal Test</b>	<b>\$20</b>

PUPPY VACCINES				ADD RABIES +\$15		ADD HEARTWORM/LYME TEST +\$15	
<b>1ST SET @ 8 wks</b>	<b>\$65</b>	<b>2ND SET @ 12 wks</b>	<b>\$75</b>	<b>3RD SET @ 16 wks</b>	<b>\$75</b>		
<ul style="list-style-type: none"> <li>• 5 in 1</li> <li>• Deworm</li> <li>• Fecal Test</li> </ul>		<ul style="list-style-type: none"> <li>• 5 in 1 + Lepto 4</li> <li>• Deworm</li> <li>• Bordetella (Nasal)</li> </ul>		<ul style="list-style-type: none"> <li>• 5 in 1 + Lepto 4</li> <li>• Deworm</li> <li>• Bordetella (Injectable)</li> </ul>			

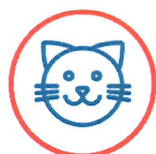
MINOR ILLNESS PACKS	
<b>Ear Package</b>	<b>All minor illness packages include the following:</b> <ul style="list-style-type: none"> <li>• Exam by our licensed veterinarian</li> <li>• Basic diagnostics &amp; recommended treatment</li> <li>• Prescription for medication (if needed)</li> </ul> <b>EACH PACKAGE ONLY \$49</b>
<b>Skin Package</b>	
<b>Eye Package</b>	
<b>Urinary Package</b>	
<b>GI Upset Package</b>	

PRICES SUBJECT TO CHANGE

# Cat Services



**VACCINES & VACCINE PACKS**  
**FROM \$35**



**KITTEN VACCINES**  
**FROM \$55**



**LAB WORK**  
**FROM \$20**



**MICROCHIP PET ID**  
**ONLY \$20**



**ROUTINE CARE**  
**FROM \$10**



**MINOR ILLNESSES**  
**FROM \$49**

**VACCINE PACK**

**Full Cat Vaccine Pack \$75**

- 3 in 1
- Purevax Rabies Vaccine
- Fecal Test
- Outdoor Cats Add FeLV **+\$25**

**INDIVIDUAL VACCINES**

**PureVax Rabies Vaccine \$35**

**3 in 1 (FVRCP) \$35**

**Feline Leukemia (FeLV) \$35**

**KITTEN VACCINES** ADD FECAL TEST +\$15

<b>1ST SET @ 8 wks \$55</b>	<b>2ND SET @ 12 wks \$65</b>	<b>3RD SET @ 16 wks \$75</b>
<ul style="list-style-type: none"> <li>• 3 in 1</li> <li>• Deworm</li> <li>• Fecal Test</li> </ul>	<ul style="list-style-type: none"> <li>• 3 in 1</li> <li>• Deworm</li> <li>• FeLV</li> </ul>	<ul style="list-style-type: none"> <li>• 3 in 1</li> <li>• Deworm</li> <li>• FeLV</li> <li>• PureVax Rabies</li> </ul>

**THE BASICS**

<b>Nail Trim \$20</b>	<b>Fecal Test \$20</b>
<b>Microchip Lifetime Registration \$20</b>	

**MINOR ILLNESS PACKS**

<ul style="list-style-type: none"> <li><b>Ear Package</b></li> <li><b>Skin Package</b></li> <li><b>Eye Package</b></li> <li><b>Urinary Package</b></li> <li><b>GI Upset Package</b></li> </ul>	<p><b>All minor illness packages include the following:</b></p> <ul style="list-style-type: none"> <li>• Exam by our licensed veterinarian</li> <li>• Basic diagnostics &amp; recommended treatment</li> <li>• Prescription for medication (if needed)</li> </ul> <p><b>EACH PACKAGE ONLY \$49</b></p>
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PRICES SUBJECT TO CHANGE

EXHIBIT "IV"

B-3 SERVICE BUSINESS DISTRICT

Chapter 17.28

B-3 SERVICE BUSINESS DISTRICT

Sections:

- 17.28.010 General conditions.
- 17.28.020 Permitted Uses.
- 17.28.030 Special uses.
- 17.28.040 Floor area ratio.
- 17.28.050 Yards.
- 17.28.060 Signs.
- 17.28.070 Off-street loading.
- 17.28.080 Off-street parking.

17.28.010 General conditions.

Dwelling units and lodging rooms, other than those in a transient hotel or motel, funeral establishments or funeral parlors, are not permitted; provided, that, if the conditions herein stated are met, one dwelling (on the second story above ground level) of any building existing on January 1, 1964, and which was originally designed and built as a single-family dwelling, subject to the conditions that:

- A. Yards shall be provided in accordance with the requirements for R4 general residence districts set out in Chapter 17.16; and
- B. Off-street parking shall be provided to satisfy the minimum requirements of Chapter 17.38 for both business and the residence uses.

(Ord. 1972-Z-46(A); Ord. 1966-22; Ord. 1964-11(part); Ord. 1963-2(part); Ord. 1960-16 § VIII(E)(1).)

17.28.020 Permitted uses.

Permitted uses in a B3 district shall be as follows:

1. Uses permitted in the B2 district, except uses designated in Chapter 17.24 with an asterisk, may be located on the first story, nearer than fifty feet of a street;
2. Amusement establishments, including bowling alleys, pool halls, dancehalls, gymnasiums, swimming pools and skating rinks;
3. Auction rooms;
4. Automobile accessory stores;
5. Automotive vehicle and automotive equipment sales;
6. Blueprinting and photocopying establishments;
7. Building material sales, with accessory outside storage, provided outside storage does not exceed sixteen feet in height;
8. Caskets and casket supplies;
9. Catering establishments;
10. Clothing establishments;
11. Clubs and lodges, private, fraternal, or religious;
12. Contractors' and construction offices;
13. Dry-cleaning establishments, retail, employing not more than five persons;
14. Employment agencies;
15. Exterminating shops;
16. Feed stores;
17. Fire stations;

## B-3 SERVICE BUSINESS DISTRICT

18. Frozen food shops, including locker rental in conjunction therewith;
  19. Fuel and ice sales, retail only;
  20. Job printing shops, using presses having beds of not more than fourteen inches and twenty inches;
  21. Landscape contractors;
  22. Libraries;
  23. Machinery and equipment sales, but not including service, repair, or reconditioning and storage of all machinery shall be within enclosed buildings;
  24. Mail order houses;
  25. Meat markets, including the sale of meat and meat products to restaurants, motels, clubs and other similar establishments when conducted as part of the retail business on the premises;
  26. Meeting halls;
  27. Monument sales;
  28. Motels;
  29. Nurseries;
  30. Orthopedic and medical appliance stores, but not including the assembly or manufacture of such articles;
  31. Parking lots and storage garages (automobile);
  32. Pet shops;
  33. Police stations;
  34. Plumbing showrooms and shops;
  35. Radio and television service and repair shops;
  36. Recording studios;
  37. Recreational buildings, community centers, and meeting halls;
  38. Restaurants, including live entertainment and dancing;
  39. Schools, commercial or trade, not involving any danger of fire, explosion, nor of offensive noise, vibration, smoke, dust, odor, glare, heat, or other objectionable influences;
  40. Secondhand stores and rummage shops;
  41. Signs as regulated in this chapter;
  42. Taxidermists;
  43. Telephone exchanges and telephone transmission equipment buildings and electric distribution centers;
  44. Typewriter and adding machine sales and service establishments;
  45. Undertaking establishments and funeral parlors;
  46. Accessory uses to the permitted uses listed above in this section;
  47. Vehicle Service Facilities.
  48. Other accessory uses: Communication antennas.
- (Ord. 1996-Z-12 § 13; Ord. 1993-Z-19 § 4; Ord. 1986-Z-4; Ord. 1972-Z-56 § 2; Ord. 1972-Z-46(A); Ord. 1966-33 § 1; Ord. 1960-18 § VIII(E)(2).)

### 17.28.030 Special uses.

Special uses in a B3 district shall be as follows:

- A. Special uses allowed in the B2 district, except such as are permitted in the B3 district;
- B. Animal hospitals;
- C. Automobile laundries;
- D. Dog kennels;
- E. Open-sales lots;
- F. Other service business uses, including coin-operated dry-cleaning establishments;

## B-3 SERVICE BUSINESS DISTRICT

- G. Outdoor amusement establishments, including golf driving ranges, miniature golf courses, par-three golf courses, kiddie parks, and other similar amusement centers and places of amusement such as stadiums;
- H. Fairgrounds, including the location of the annual Kane County Fair and other activities that are permissible pursuant to the not-for-profit incorporation charter of the Kane County Fair, an Illinois not-for-profit corporation;
- I. Warehouse for retail sales establishment and its sales facilities, provided the warehouse and any storage area does not exceed two hundred percent of the floor area for the retail sales establishment to which it is appended.
- J. Communication towers.  
(Ord. 1996-Z-12 § 13; Ord. 1981-Z-3 § 1; Ord. 1975-Z-8 § 1; Ord. 1972-Z-46(A); Ord. 1961-29; Ord. 1960-16 § VIII(E)(3).)

### 17.28.040 Floor area ratio.

The floor area ratio in a B3 district shall not exceed 1.3. (Ord. 1972-Z-46(A); Ord. 1960-16 § VIII(E)(4).)

### 17.28.050 Yards.

Yard requirements in a B3 district shall be as in a B2 district. (Ord. 1972-Z-46(A); Ord. 1960-16 § VIII(E)(5).)

### 17.28.060 Signs.

Sign requirements in a B3 district shall be as in a B2 district. (Ord. 1972-Z-46(A); Ord. 1960-16 § VIII(E)(6).)

### 17.28.070 Off-street loading.

Off-street loading requirements in a B3 district shall be as follows: loading berths in accordance with provisions set forth in Chapter 17.38. (Ord. 1972-Z-46(A); Ord. 1960-16 § VIII(E)(7).)

### 17.28.080 Off-street parking.

Parking spaces shall be required in a B3 district in accordance with provisions set forth in Chapter 17.38. (Ord. 1972-Z-46(A); Ord. 1960-16 § VIII(E)(8).)



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4f

Title: Recommendation to Approve Amendments to Title 18 – Stormwater Management Ordinance (adoption of 2019 revisions to the Kane County Stormwater Ordinance and related city amendments)

Presenter: Monica Hawk, Development Engineer II

Meeting: Planning & Development Committee

Date: June 10, 2019

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted:

In December of 2018, a presentation summarizing the major revisions to the Kane County Stormwater Management Ordinance was given to the committee. Feedback received was submitted to Kane County. The final county ordinance was approved by the Kane County Board on May 7, 2019.

A website link to the revised county ordinance is below:

<https://www.countyofkane.org/FDER/Documents/waterOrdinances/adoptedOrdinance.pdf>

Since 2001, the city has chosen to be a “certified community”, allowing us to administer and enforce the mandatory county stormwater ordinance within our corporate limits. The City has adopted the county ordinance and city amendments as Title 18 of the city code. The City will need to adopt the revisions of the county ordinance and accordingly update the related city amendments. The City amendments are either administrative or technical in nature.

The substantive changes to the county ordinance are in regards to redevelopments, the trigger for requiring detention ponds and new requirements for best management practices.

There are no substantive changes to the city amendments. A section regarding fences has been rewritten to consolidate, clarify and provide a more user-friendly standard, and to better reflect current procedures.

**Exempt Development List and “grandfathered” projects**

The Kane County Stormwater Ordinance allows a community to submit a list of developments to be exempt from the changes to the ordinance. The Exempt Development List will apply to projects that are currently going through the review process and will not have received their permits prior to the adoption of the revised stormwater ordinance. Essentially, these would be projects that have made substantial progress in the design of their stormwater management plans. It allows those projects to continue following the requirements of the “old” ordinance without having to redesign their plans to meet the revised ordinance. Developers of these “exempt” projects would then have the option to follow either the old or new ordinance.

City staff submitted a proposed exempt development list to Kane County on May 24th for their approval process, including an upcoming public hearing on June 11th by the Kane County Stormwater Committee. The City Council will ratify this list when voting on adopting the city amendments. Staff is recommending the exemption expire on December 31, 2020, unless an extension is granted by the City Council.

The exemption is not needed for projects that have received their permits. It would also not apply to vacant lots within a previously constructed subdivision or PUD where a stormwater system was already installed and vacant lots remain (i.e. larger developments such as Pine Ridge Park, the Reserves or Legacy Business Park, which have vacant lots remaining). Those type of projects would be considered “grandfathered”.

**Attachments (please list):**

Recommended Amendments to City Code Title 18 – Stormwater Management Ordinance

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

Recommend adoption of 2019 revisions to the Kane County Stormwater Ordinance and related Title 18 city amendments

# STORMWATER MANAGEMENT ORDINANCE

## Chapter 18.04

### STORMWATER MANAGEMENT ORDINANCE

#### Sections:

18.04.010 Stormwater Management Ordinance – Adopted – Modifications.

#### **18.04.010 Stormwater Management Ordinance – Adopted – Modifications.**

The provisions of the Kane County Stormwater Management Ordinance, originally adopted by the Kane County Board on November 14, 2000, effective January 1, 2002 and revised June 1, 2019, not less than three copies of which have been and now are filed in the Office of the Clerk of the City of St. Charles, Illinois, are hereby adopted in total, with the exception of the special regulations listed below which supplement and replace the concurrent sections of the Kane County Stormwater Management Ordinance as the regulations governing any activity that affects stormwater runoff or involves stormwater management. This Ordinance and the amendments noted hereafter shall become effective immediately.

Amendments to the Kane County Stormwater Management Ordinance.

A. Article II, 9-28.D is deleted in its entirety and the following inserted therefore:

“Permit Fees – Schedule.

The following schedule of fees is established for the filing and review of all stormwater permit applications and the inspection of construction or maintenance activities related to required improvements:

1. Filing fee (payable when permit application is filed) fifty (\$50.00) dollars.
2. Reimbursement for professional services:
  - a. Recording fees.
  - b. Fees for attorney’s review and negotiations in connection with the filing, review and construction of the project.
  - c. Fees for consultant’s review and consultation in connection with the filing, review and construction of the proposed work including meetings and associated tasks.  
Consultants may include but are not to be limited to Engineers and Wetland specialists.
3. Reimbursement for City staff review: Cost per productive work hour of each City staff member involved in reviews, meetings, inspections or any associated task relative to a stormwater permit application. The applicant shall pay all fees within 30 days of invoice by the City subsequent to performance of said tasks. Any dispute of payment shall be sent in writing to the Administrator within 30 days of invoice by the City. Failure to respond within the 30 day period shall result in a default of permit obligation and allow the Administrator to revoke the permit.”

B. Article IV, 9-83.C is deleted in its entirety and the following inserted therefore:

“Minor stormwater systems shall be sized to convey runoff from the tributary watershed under pre-development or fully developed conditions as may create the greatest amount of runoff. The recurrence frequency for design purposes shall be the 10-year event. The rainfall data shall be from ISWS Bulletin 70. Inlet capacity shall generally be provided such that depth of ponding does not exceed 6 inches to facilitate the 10-year event. Pipe capacity shall generally be provided such that the calculated hydraulic grade line does not exceed the top of pipe elevation.”

## STORMWATER MANAGEMENT ORDINANCE

C. Article IV, 9-83.L shall be appended to Article IV, 9-83 and shall read as follows:

“Fences.

1. Fences within drainage routes: Fences shall not be permitted:
  - a. where they impede the flow of storm water, or drainage; or,
  - b. below the high water elevation of a detention storage facility.
  
2. Fences within Easements – Affidavit and Release Certificate: Applications for fences installed in or across an easement containing drainage rights shall have an affidavit and release attached, prepared by the property owner, stating that he has read the requirements for fences located in easements and that he agrees to comply with them and that he does for himself, his heirs, successors and assigns indemnify and hold harmless the City from any liability asserted by others in connection with the placement of the fence and that they permit the removal of any fence or any other structure or form of landscaping within the easement area by the City if the fence or landscaping impedes the flow of storm water or drainage. The affidavit may be recorded at the owner’s expense by the City in the County Recorder of Deeds Office. In the event the City shall determine it necessary to excavate or have access across the easement, the owner shall remove the fence at the City’s direction and in the event of failure thereof, the City may remove the same at owner’s expense and the City shall not be required to replace same.
  
3. Fences within Easements – Vertical Clearance: If the fence lies within an easement which contains drainage rights, a minimum vertical clearance of four (4”) inches from the ground surface to the bottom of the fence must be maintained. The vertical clearance shall be maintained for the entire length of that portion of the fence that is installed in or across the Easement. Requests for a reduced vertical clearance requirement may be submitted and will be considered in accordance with this section. Notwithstanding any guideline given herein, the City Administrator may deny or approve a reduced vertical clearance which is in the interest of public health and safety as he/she deems appropriate.
  - a. The vertical clearance may not be reduced in the following instances:
    - i. Fence around a storm water management basin or perpendicular to the emergency overflow route of a storm water management basin.
    - ii. Fences that will impede the flow of storm water or drainage.
  - b. For purposes of this section, the following definitions apply:
    - i. Privacy fence - less than 50% open surface area
    - ii. Non Privacy fence - more than 50% open surface area and able to pass a one (1") inch diameter sphere
    - iii. Chainlink - more than 50% open surface area and able to pass a two (2") inch diameter sphere
  - c. Screening placed across the vertical clearances shall be more than 50% open surface area and able to pass a two (2") inch diameter sphere
  - d. The minimum vertical clearances shall be in accordance with the following:



## STORMWATER MANAGEMENT ORDINANCE

Table 9-83.L

Fence Type	Minimum Vertical Clearance above ground		
	Inside Easement	Outside Easement	In Floodplain
Privacy	4"	2"	not allowed
Non-Privacy	2"	0	2"
Chainlink	0	0	0

- D. Article IV, 9-84.J.8 shall be appended to Article IV, 9-84.J and shall read as follows:  
 “Paved parking lots may not be utilized to provide any portion of the required site runoff storage volume.”
- E. Article IV, 9-84.S shall be appended to Article IV, 9-84 and shall read as follows:
1. The site runoff storage requirements for the following projects shall be calculated in accordance with the procedures set forth in this Article IV, 9-84.S:
    - a. CMD Midwest Unit 1 (SSA #7) (Doc. 1915404).
    - b. CMD (SSA #5) (Ord. 1984-M-20).
    - c. CMD (SSA #4) (Ord. 1984-M-21).
  2. Off-site regional stormwater detention has been provided for the three projects and SSA areas noted above. The required off-site detention was calculated based on a “design percentage impervious surface”, with said “design percentages” as follows:
    - a. CMD Midwest Unit 1 (SSA #7) (Doc. 1915404): 61.66%
    - b. CMD (SSA #5) (Ord. 1984-M-20): 56.67%
    - c. CMD (SSA #4) (Ord. 1984-M-21): 56.67%
  3. When development causes the percentage of impervious surface for any single lot to exceed the design percentage noted above, site runoff storage shall be provided in accordance with the requirements set forth in the 100-Year Detention Volume vs Percent Impervious nomograph provided as Figure T9-108.A of the Kane County Technical Manual. The required volume shall be determined by establishing an initial volume utilizing said Figure T9-108.A, based on the development proposal, and crediting the off-site regional detention design percentage against that initial volume.
  4. For illustrative purposes only: a site in SSA #7 with a proposed 65.3% imperviousness, which is greater than the 61.66% imperviousness that the site was originally designed to accommodate in the regional detention facility. Using said Figure T9-108.A (0.10 cfs/acre release rate), 65.3% hydraulically connected imperviousness translates to 0.44 ac-ft./acre to be provided. However, using Figure T9-108.A (0.1 cfs/acre release rate) at the “original design percentage impervious surface” of 61.66% imperviousness, 0.425 cfs/acre is to be “credited”. For a 2.5 acre site, 2.5 acres x 0.44 acre-ft./acre = 1.1 ac-ft. should be provided, but 2.5 acres x 0.425 acre-ft./acre = 1.06 ac-ft. are credited. It is seen that (1.1 – 1.06), or 0.04 ac-ft. is to be provided on-site for this example.
  5. All other requirements of this chapter shall apply, including Requirements for Stormwater Mitigation / Best Management Practices (BMPs) in accordance with Article V.
- F. Article IV, 9-85.A.1 is deleted in its entirety and 9-85.A.2 is deleted in its entirety and the following inserted therefore:  
 “The engineer’s opinion of probable cost of otherwise providing the required Stormwater Management Measure and the verifiable off-site Major, Minor or Subsurface Drainage System, including the value of the land required and all construction costs. For this purpose, the land

## STORMWATER MANAGEMENT ORDINANCE

required shall be valued according to the use to which it will ultimately be put if not used to provide the required Stormwater Management Measure. This cost shall be solely determined by the Administrator. Challenges to land valuation and land area requirements are not considered in this ordinance. The Administrator's decision is final relative to this ordinance."

- G. Article VIII, 9-203.A.3 is deleted in its entirety and the following inserted therefore:  
"An irrevocable letter of credit in favor of the permitting authority, or such other adequate security as the Administrator may approve, in an amount equal to one hundred fifteen percent (115%) of the approved estimated probable cost to complete the construction of any required major and minor stormwater systems, stormwater management measures (excluding category I BMPs) and special management areas."
- H. Article VIII, 9-203.C is deleted in its entirety and the following inserted therefore:  
"The Administrator may approve periodic reductions in the amount of the security based upon the progress of construction. At no time, however, shall more than eighty-five percent (85%) of the security be released prior to approval of Record Drawings and final inspection. A minimum of fifteen percent (15%) of the original amount of the security shall be retained for a period of one year after completion of all required stormwater facilities."
- I. Article VIII, 9-204.A.2 is deleted in its entirety and the following inserted therefore:  
"An irrevocable letter of credit in favor of the permitting authority, or other adequate security upon approval by the Administrator, in an amount equal to one hundred fifteen percent (115%) of the approved estimated probable cost to install and maintain the required Erosion and Sedimentation Control Practices."
- J. Article VIII, 9-205.A.2 is deleted in its entirety and the following inserted therefore:  
"An irrevocable letter of credit in favor of the Permitting Authority, or other adequate security upon approval by the Administrator, in an amount equal to one hundred fifteen percent (115%) of the approved estimated probable cost to install, monitor and maintain the native vegetated Category II BMPs or Watershed Benefit Measures."
- K. Article X, 9-258 is deleted in its entirety and the following inserted therefore:  
"Variances – Application Fee.  
The following schedule of fees is established for the filing and review of all stormwater permit variances and the activities related to said request:
1. Filing fee (payable when variance application is filed) fifty (\$50.00) dollars:
  2. Reimbursement for professional services:
    - a. Recording fees;
    - b. Fees for attorney's review and negotiations in connection with the filing, review and construction of the application.
    - c. Fees for consultant's review and consultation in connection with the filing review of the application including meetings and associated tasks. Consultants may include but are not limited to Engineers and Wetland specialists.
  3. Reimbursement for City staff review: One and one-half times the hourly rate or pro rata salary of each City staff member involved in reviews, meetings, inspections or any associated task relative to a variance application.  
The applicant shall pay all fees within 30 days of invoice by the City subsequent to performance of said tasks. Any dispute of payment shall be sent in writing to the Administrator within 30 days of invoice by the City. Failure to respond within the 30 day period shall result in a default of petitioner obligation and allow the Administrator to cease consideration of the variance or revoke any permit granted including the subject variance."
- L. Article XI, 9-288.A.1 is deleted in its entirety and the following inserted therefore:  
"Any person found guilty of an offense under this ordinance shall pay a civil fine in an amount not less than \$50 and not more than \$1,000. Each calendar day during which such violation continues

## STORMWATER MANAGEMENT ORDINANCE

to exist shall constitute a separate offense. In addition to the penalties provided in this Chapter, the City may recover reasonable attorney's fees, court costs, court reporter fees and other expenses of litigation by appropriate suit against the person found to have violated this chapter or the rules, regulations, permits or orders issued hereunder."

- M. Article XII, 9-310.B – Responsibility for Administration – shall be amended by appending the following sentence and shall read as follows:  
"The administrator for the City of St. Charles shall be the City Administrator of the City of St. Charles."
- N. Article XII, 9-314 – Oversight Committee – shall be amended by appending the following sentence and shall read as follows:  
"The oversight committee for the City of St. Charles shall be the City Council of the City of St. Charles."
- O. Article XV, 9-403.E is deleted in its entirety and the following inserted therefore:  
The exemption for projects listed in Article XV, 9-403.F shall expire on December 31, 2020, unless an extension is granted by the oversight committee.
- P. Article XV, 9-403.F shall be appended to Article XV, 9-403 and shall read as follows:  
"The following list of projects defined by Tax Assessment P.I.N. numbers or address shall be considered exempt from the changes to the Kane County Stormwater Management Ordinance at the Revision Date:
1. Extreme Clean Car Wash – 1625 W. Main Street – PIN 0933126031
  2. Cityview Subdivision – 895 Geneva Road – 4 lot residential – PIN 0934401015
  3. Crystal Lofts – 214 S. 13th Ave – 14-unit multi-family residential – PIN 0927484005
  4. Parkside Reserves - 1337 Geneva Rd – 3-unit multifamily residential – PIN 0934476002
  5. Hillcroft – 1147 Geneva Rd. – 2 lot residential – PIN 0934404024, 0934404025
  6. Meijer Outlots – southwest corner Randall Rd & Lincoln Hwy; portion of 855 S. Randall Road – retail – portion of PIN 0932476008
  7. Brooke Toria Estates – 32W510 Smith Rd. – 16 lot residential – PIN 0130100002, 0130100003, 0130100004
  8. Pride Gas Station – 33W573 Rt. 64 – PIN 0925100036
  9. 60 S. 14th St. – 8-unit apartment – PIN 0933128026
  10. Prairie Place Lofts – Lot 702 of the resubdivision of Lot 7 of Pheasant Run Crossing (located north of 4050 E. Main St) – 3 building 66-unit apartment – PIN 0130102046
  11. 1812 and 1818 Riverside – 2 lot subdivision – PIN 0935356002

(Ord. 2013-M-59 § 1; Ord. 2009-M-15 § 1; Ord. 2005-M-5 § 1; Ord. 2001-M-86 § 1; 2001-M-37 § 1.)



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4g

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

Meeting: Planning & Development Committee

Date: June 10, 2019

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted:

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

Staff is proposing amendments to the Zoning Ordinance regarding swimming pools and pool decks. Existing zoning provisions for swimming pools and pool decks are unclear and incomplete. The proposed amendment seeks to clarify requirements and establish standards that minimize impacts on neighboring properties.

The following amendments are proposed:

- Add definitions of “Swimming Pool” and “Swimming Pool Deck”.
- Allow swimming pools and pool decks up to 10 ft. from the rear and interior side lot lines.
- Require 6 ft. screening when a pool is placed in the rear yard of a corner lot that is adjacent to a neighbor’s front or interior side yard.

**Plan Commission Review**

Plan Commission held a public hearing on 6/4/19 and voted 7-0 to recommend approval of the General Amendment as presented.

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

Plan Commission Resolution, Staff Report, General Amendment Application, Letter from Property Owner

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

Plan Commission recommendation to approve a General Amendment to Title 17 of the St. Charles Municipal Code (Zoning Ordinance) pertaining to swimming pool regulations.

**City of St. Charles, Illinois**  
**Plan Commission Resolution No. 10-2019**

**A Resolution Recommending Approval of a General Amendment to Ch. 17.22 “General Provisions” and Ch. 17.30 “Definitions” regarding requirements related to swimming pools**

**Passed by Plan Commission on June 4, 2019**

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

WHEREAS, the Plan Commission held a public hearing and has reviewed the petition for a General Amendment to Ch. 17.22 “General Provisions” and Ch. 17.30 “Definitions” regarding requirements related to swimming pools; and

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

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

Residential Areas Goal 1 is to, “Maintain the City’s image and desirability as a great place to live by preserving and enhancing the diversity, quality, character, safety, affordability, and appeal of residential neighborhood” (p.22). A related residential land use policy is to, “Preserve the character of the City’s existing single family residential neighborhoods” (p.43). The proposed amendment supports these provisions by continuing to prohibit swimming pools in the front and exterior side yards where they would be most visible from public streets. The amendment requires a greater distance (10 ft.) from rear and interior side lot lines for both swimming pools and pool decks, creating a larger buffer from neighboring properties. The amendment also requires 6 ft. screening of swimming pools on corner lots adjacent to neighboring front or side yards which will further reduce impacts on neighboring properties.

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

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

- Promote the public health, safety, comfort, convenience and general welfare.
- Protecting the character of established residential neighborhoods.

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

The proposed amendment adds clarification to existing requirements regarding required setbacks for swimming pools and pool decks. Current provisions and permit packets reference unclear and conflicting information. The proposed definitions of “Swimming

Pool” and “Swimming Pool Deck” also add clarity and will allow for consistent administration. The 10 ft. setback from interior side and rear property lines and the need for screening reflect a change in policy.

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

The proposed setback and screening requirements for swimming pools and pool decks will help to mitigate impacts on surrounding properties that swimming pools can cause, including aesthetic impacts and disturbance caused by associated activity.

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

The proposed amendment will create a limited number of nonconformities for existing swimming pools. However, such swimming pools will not be required to come into conformance with the new requirements per the authority to continue granted in Ch. 17.08 “Nonconformities”.

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

The proposed amendments apply to all properties in the City regardless of zoning district. The allowance for a rear and interior side yard encroachment for swimming pools and pool decks applies only to the RE, RS, and RT single-family districts.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to City Council approval of a General Amendment to Ch. 17.22 “General Provisions” and Ch. 17.30 “Definitions” regarding requirements related to swimming pools.

Roll Call Vote:

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

Nays: None

Absent: Funke, Melton

Motion carried: 7-0

PASSED, this 4th day of June 2019.

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Chairman  
St. Charles Plan Commission

Community & Economic Development  
 Planning Division

Phone: (630) 377-4443

Fax: (630) 377-4062



**Staff Report**

**TO:** Chairman Rita Payleitner  
 And the Members of the Planning and Development Committee

**FROM:** Ellen Johnson, Planner

**RE:** Application for a General Amendment to Title 17 of the City Code (Zoning Ordinance) regarding swimming pools

**DATE:** June 5, 2019

**I. GENERAL INFORMATION**

Project Name: General Amendment – Swimming Pools  
 Applicant: City of St. Charles  
 Purpose: Modify zoning provisions for residential swimming pools

**II. BACKGROUND & EXISTING PROVISIONS**

City staff is proposing amendments to the Zoning Ordinance, Title 17 of the City Code regarding swimming pools and pool decks. Existing zoning provisions for swimming pools and pool decks are unclear and incomplete. The proposed amendment seeks to clarify requirements and establish standards that minimize impacts on neighboring properties.

Table 17.22-3 lists permitted yard encroachments and required setbacks for permitted encroachments. Swimming Pool is currently listed in Table 17.22-3 as follows:

Type	Front Yards, Ext. Side Yards, Rear Yards of Through Lots	Interior Side Yards	Rear Yards	Landscape Buffer Yards
Swimming Pools, subject to Ch. 15.36, Swimming Pools, of the St. Charles Municipal Code	NP	NP	P, subject to Ch. 15.36, of the City Code “Swimming Pools”	NP

This entry references Ch. 15.36 of the City Code entitled “Swimming Pools”. This chapter contains requirements related to building permit plan submittals and references design, construction and material standards contained in the State Department of Public Health and

building codes. The chapter does not contain any zoning requirements. It is therefore unclear as to why the chapter is referenced in Table 17.22-3.

The City’s building permit packet for swimming pools states that pools may not be closer than 5 ft. to any lot line. It is unclear where this setback requirement came from as it is not contained in the Zoning Ordinance.

In addition, there are no provisions in the Zoning Ordinance specific to pool decks. It is unclear how a pool deck would be classified under the current ordinance and what setback requirements apply.

Finally, definitions are not provided for the terms “Swimming Pool” or “Pool Deck”.

### III. PROPOSAL & ANALYSIS

#### 1. Definition of “Swimming Pool”:

*Proposal:*

Ch. 17.30 “Definitions”, Section 17.30.030 “General Definitions” – Add definition of “Swimming Pool”:

**Swimming Pool.** Any constructed pool, aboveground, on-ground, or below ground that is over 24 inches in depth.

*Explanation:* The proposed definition is consistent with City permitting requirements; a building permit is required prior to construction of a pool that contains water over 24 inches in depth.

#### 2. Definition of “Swimming Pool Deck”:

*Proposal:*

Ch. 17.30 “Definitions”, Section 17.30.030 “General Definitions” – Add definition of “Swimming Pool Deck”:

**Swimming Pool Deck.** An impervious area surrounding a swimming pool, up to 4 ft. in depth as measured from the outer edge of the swimming pool, which is intended for use by pool users.

*Explanation:* The proposed definition clarifies that an impervious area surrounding a swimming pool, which may be in the form of a paved surface, wood deck, or other material, is distinct from a general deck or patio. The portion of such a surface extending 4 ft. out from the edge of the pool is considered the pool deck and will therefore be subject to the setback requirements proposed in the following section.

#### 3. Encroachment Provisions for Swimming Pools & Pool Decks

*Proposal:*

Ch. 17.22 “General Provision”, Section 17.22.030 “Permitted Encroachments”, Table 17.22-3 – Amend the entry for Swimming Pools and add an entry for Swimming Pool



Decks to require a 10 ft. interior side yard and 10 ft. rear yard setback in single-family zoning districts, as well as 6 ft. screening along certain lot lines:

Type	Front Yards, Ext. Side Yards, Rear Yards of Through Lots	Interior Side Yards	Rear Yards	Landscape Buffer Yards
Swimming Pool & Swimming Pool Deck	NP	P, 10 ft. from lot line in RE, RS and RT districts; NP in other districts	P, 10 ft. from lot line in RE, RS and RT districts; NP in other districts	NP
For corner lots, where a Swimming Pool is located within a rear yard abutting an interior side yard or front yard of an adjacent lot, screening shall be provided in accordance with Section 17.26.070(C).				

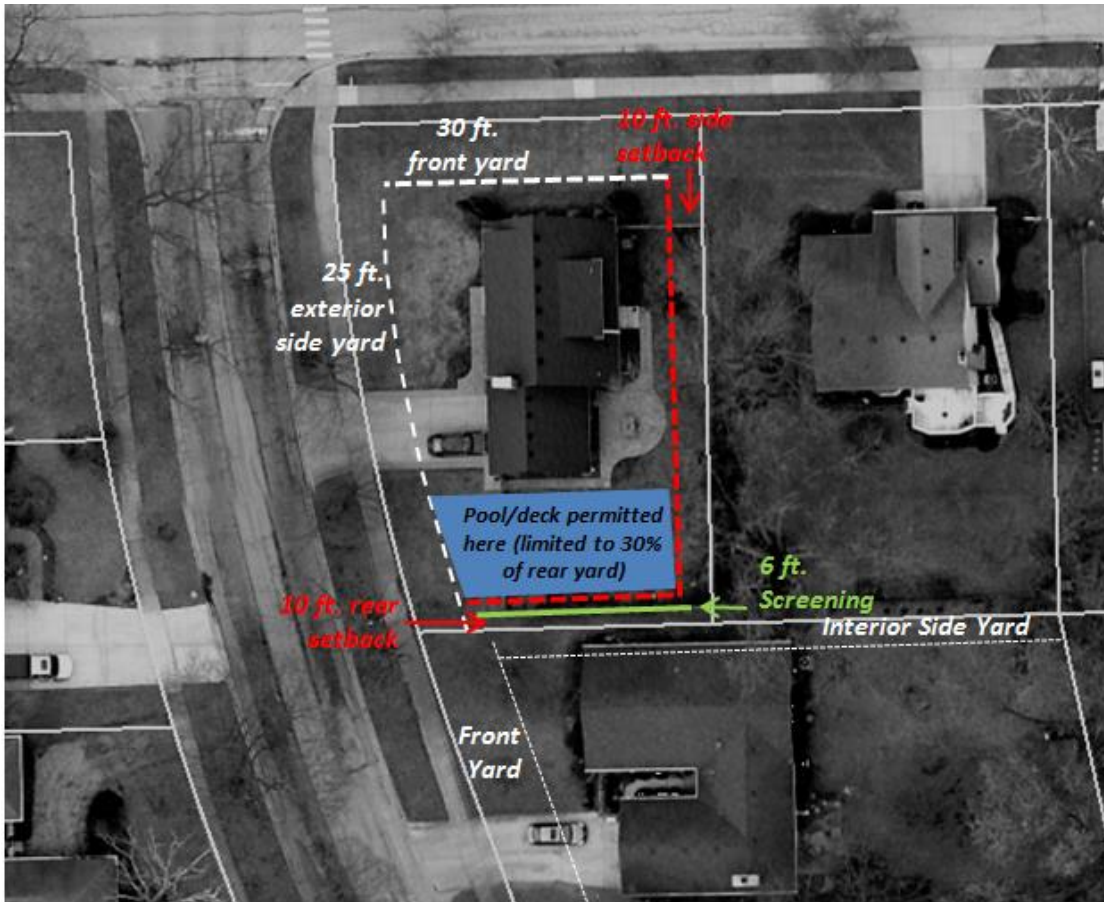
**Explanation:** Proposed is to allow swimming pools and pool decks up to 10 ft. from the interior side and rear lot lines in the RE Estate Residential, RS Suburban Residential, and RT Traditional Residential zoning districts only. In many residential districts, a 10 ft. side setback is greater than the required building setback, while the rear building setback is greater than 10 ft. in all residential districts. Staff feels 10 ft. is an appropriate side and rear setback based on neighboring communities’ swimming pool zoning provisions. Also, if perimeter utility easements exist on a residential lot they are typically 5 or 10 ft. in width and the building code does not permit swimming pools to be located within an easement. Swimming pools and pool decks are not a permitted encroachment in the front, exterior side, or rear yard of through lots, meaning swimming pools must meet building setbacks along these lot lines.

As discussed under the definition of Swimming Pool Deck, only the portion of a pool deck extending 4 ft. out from the edge of the pool is considered the “pool deck”. The portion of a surface surrounding a pool extending further than 4 ft. out from the pool will be classified as a deck or patio, which generally require a 3 ft. side and rear yard setback. Requiring the first 4 ft. of surface surrounding a pool to meet a 10 ft. setback from the side and rear lot lines helps to contain at least a portion of the area used by pool users further into the lot, reducing impacts on neighboring properties.

Also proposed is to require screening of swimming pools on corner lots under a specific set of circumstances. If a pool on a corner lot is located within a rear yard and the rear yard abuts the interior side yard or front yard of an adjacent property, screening will be required along the adjacent front and/or interior side yard lot lines. Screening shall be in accordance with 17.26.070(C). This section requires opaque, year round screening by means of berming, landscaping, fencing and/or decorative walls to a height of 6 ft. above grade of the common property line. This is in addition to any fencing required under the building code. The proposed screening requirement will reduce impacts on neighboring properties where the front and side of a house are very close to a neighbor’s swimming pool due to the lot configuration.

The proposed provisions limit the location of swimming pools on a lot based on setbacks. A related, existing provision which further limits the size of a swimming pool is lot coverage. The definition of “Lot Coverage” states that swimming pools, including pool decks, are included in the calculation of lot coverage, along with principal buildings and other accessory structures. The lot coverage of buildings and structures, including swimming pools/pool decks, shall not occupy more than 30% of the required rear yard, or 40% of the required rear yard in the RT districts.

The figure below illustrates the proposed requirements when applied to a corner lot:



## V. PLAN COMMISSION RECOMMENDATION

Plan Commission held a public hearing and voted 7-0 to recommend approval of the General Amendment as proposed.

## VI. ATTACHMENTS

- Application for General Amendment, filed by staff on 5/17/19
- Letter from Property Owner

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



COMMUNITY & ECONOMIC DEV./PLANNING DIVISION

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

**GENERAL AMENDMENT APPLICATION**

<b>CITYVIEW</b>	
Project Name:	GA- Swimming Pools
Project Number:	2019 -PR- 009
Application Number:	PLGA201900120



*Instructions:*

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

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

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

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

**Attachment Checklist**

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

- APPLICATION FEE:** Application fee in accordance with Appendix B of the Zoning Ordinance (\$500)
- REIMBURSEMENT OF FEES AGREEMENT:**  
An original, executed Reimbursement of Fees Agreement and deposit of funds in escrow with the City, as provided by Appendix B of the Zoning Ordinance.
- REIMBURSEMENT OF FEES INITIAL DEPOSIT:**  
Deposit of funds in escrow with the City. (For a General Amendment application only: \$1,000 deposit.)
- FINDINGS:** Fill out the attached form or submit responses on a separate sheet.

**WORDING OF THE REQUESTED TEXT AMENDMENT**

**What is the amendment regarding?**

Add provisions related to regulation of residential swimming pools and associated pool decks.

**What sections are proposed for amendment?**

Chapters(s): Ch. 17.22 "General Provisions", Ch. 17.30 "Definitions"

Section(s): 17.22.030, 17.30.030

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

See attached.

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

Ellen Johnson  
Applicant

5/17/19  
Date

## General Amendment- Swimming Pools

### Section 17.22.030, Table 17.22-3 “Permitted Encroachments”

- Amend the Swimming Pools item in Table 17.22-3 to establish the following yard encroachment provisions for Swimming Pools and Pool Decks in the RE, RS, and RT Districts:
  - o Front, Exterior Side: NP (not permitted to encroach into the front or exterior side yards)
  - o Interior Side: 10 ft. setback (permitted in the interior side yard with a 10 ft. setback)
  - o Rear: 10 ft. setback (permitted in the rear yard with a 10 ft. setback)
  - o Where a swimming pool in the rear yard of a corner lot is adjacent to a front yard or interior side yard on an adjacent lot, screening shall be provided in accordance with Section 17.26.070(C).

### Section 17.30.030 “General Definitions”

- Add definition of “Swimming Pool”:

*Any constructed pool, aboveground, on-ground, or below ground that is over 24 inches in depth.*

- Add definition of “Pool Deck”:

*An impervious area surrounding a swimming pool, up to 4 ft. in depth as measured from the outer edge of the swimming pool, which is intended for use by pool users*

## Findings of Fact

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

Residential Areas Goal 1 is to, "Maintain the City's image and desirability as a great place to live by preserving and enhancing the diversity, quality, character, safety, affordability, and appeal of residential neighborhood" (p.22). A related residential land use policy is to, "Preserve the character of the City's existing single family residential neighborhoods" (p.43). The proposed amendment supports these provisions by continuing to prohibit swimming pools in the front and exterior side yards where they would be most visible from public streets. The amendment requires a greater distance (10 ft.) from rear and interior side lot lines for both swimming pools and pool decks, creating a larger buffer from neighboring properties. The amendment also requires 6 ft. screening of swimming pools on corner lots adjacent to neighboring front or side yards which will further reduce impacts on neighboring properties.

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

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

- Promote the public health, safety, comfort, convenience and general welfare.
- Protecting the character of established residential neighborhoods.

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

The proposed amendment adds clarification to existing requirements regarding required setbacks for swimming pools and pool decks. Current provisions and permit packets reference unclear and conflicting information. The proposed definitions of "Swimming Pool" and "Swimming Pool Deck" also add clarity and will allow for consistent administration. The 10 ft. setback from interior side and rear property lines and the need for screening reflect a change in policy.

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

The proposed setback and screening requirements for swimming pools and pool decks will help to mitigate impacts on surrounding properties that swimming pools can cause, including aesthetic impacts and disturbance caused by associated activity.

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

The proposed amendment will create a limited number of nonconformities for existing swimming pools. However, such swimming pools will not be required to come into conformance with the new requirements per the authority to continue granted in Ch. 17.08 "Nonconformities".

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

The proposed amendments apply to all properties in the City regardless of zoning district. The allowance for a rear and interior side yard encroachment for swimming pools and pool decks applies only to the RE, RS, and RT single-family districts.

Dear members of the Plan Commission,

I am aware that the Community Development Department is planning to propose some changes to the zoning regulations pertaining to residential swimming pools. Any changes that increase setbacks for residential swimming pools are welcome and demonstrate concern by the Community Development Department for property owners who reside next to a residential swimming pool.

In addition to such changes I am requesting the Plan Commission also consider the inclusion of another zoning restriction that relates to residential swimming pools.

There is ample data and evidence that drownings are a leading cause of deaths among young children. Furthermore, there is no doubt that there are many instances whereby older children and teens behave one way in a pool when they are aware an adult is providing visual supervision and another way when they believe their activities are not visually supervised by an adult. There are communities in Illinois that require at least "50% visibility of the swimming pool from within the homeowner's house". Nothing provides better supervision and public safety than the direct visual observation and supervision of an adult. I am attaching to this letter two examples of this restriction. One from the city of Prospect Heights, IL and another from the city of Elmhurst, IL.

This restriction, if accepted, would only apply to pools that are not already installed, under construction, or currently permitted by the Zoning Department. Furthermore, this restriction would be applicable for property configurations existing at the time that a building permit is processed as the City cannot reasonably monitor or enforce changes in visibility at a later date. Therefore, the wording of this restriction could include language that reads something like: "When requesting a building permit the homeowner must show on the plat of survey the location of the pool and the extent of its unobstructed visibility from within the homeowner's house."

Thank you for your consideration.

Respectfully submitted,



Jerry Ciffone  
406 S 9<sup>th</sup> Street  
Saint Charles, Illinois  
May 31, 2019





# Pool/Hot Tub Guideline

(Disclaimer: This guide may not be all inclusive, additional regulations may apply)

## What to Submit

- \*Completed application – Permit is required for all pools that hold 24” or deeper of water
- \*Provide a copy of the manufactures’ instruction manual
- \*Provide three (3) copies of a site plan showing the proposed exact location of the new unit and setbacks from any structures and property lines
- \*Plat of survey indicating proposed location of the pool w/ distances from property lines dimensions
- \*A grading plan for the pool is needed if excavation or filling or any change of grade is required
- \*The manufacture’s specifications for the pool and filter, if the pool is above ground
- \*The set of architectural plans if the pool is in-ground
- \*Provide a detail on the barrier (fence and self-closures & self-latching gates
- \*Confirm clarify in writing that this proposed structure is NOT in a floodplain, easement or floodway

## Water Supply Requirements

- \*The water supply for the pool must be taken from a sill cock and connected to a house water service and must include a vacuum breaker or back flow prevention device
- \*The swimming pool shall not collect or hold stagnant or improperly treated water
- \*The pool may not be drained on any other property
- \*The pool must be drained to the curb or gutter located along an adjacent street during warm weather

## Applicable Codes

- \* City of Prospect Heights Municipal Ordinance (<http://www.prospect-heights.il.us/>)
- \*International Residential Code ([www.iccsafe.org](http://www.iccsafe.org))
- \*National Electric Code ([www.nfpa.org](http://www.nfpa.org))
- \*Illinois State Plumbing Code ([www.idph.state.il.us](http://www.idph.state.il.us))
- \*International Energy Code/Illinois Energy Conservation Code ([www.iccsafe.org](http://www.iccsafe.org))

## Energy Requirements

- \*Pools that are heated require timed switches, on/off switches and covers

## Building Requirements

- \*All pools shall have a 48” minimum barrier (fence)
- \*Fence shall have openings no greater than 4”
- \*Fence shall have self-closing and self-latching gates
- \*Where the pool has direct access from the home, the door shall have an alarm on the access house doors to the pool

## Electrical Requirements

- \*The pool shall not be located vertically from any electric service line
- \*A single twist lock GFCI receptacle is permitted between 5 and 10 feet of the inside edge of the pool, ground fault protected, for the pump
- \*All other GFCI outlets must be ground fault protected and at least 10 feet from the inside edge of the pool
- \*For all pools at a dwelling unit, a GFCI receptacle is required between 10 and 20 feet from the inside edge of the pool, ground fault protected
- \*No lighting fixture shall be installed over a pool or within 5 horizontal feet of the inside walls of a pool unless it is located at least 12 feet above the maximum water level
- \*REFER TO THE DETAILED GROUNDING AND BONDING REQUIREMENTS IN THE NEC AND IRC

## Zoning Requirements

- All pools must be 50% visible from inside your home
- \*No shrub, bush, tree, structure, equipment or other impediment to vision, except the fence and gate, shall be placed as to impair the visibility of the entire area of the pool surface from the side of the pool nearest the dwelling on the premises. In case of round or irregular shaped pools this “side” shall be considered a projection of the face nearest the dwelling.
- \*Pools must be 10 feet from any building, which includes the house, shed, garage, balcony, porch, deck or any accessory structure.
- \*10 feet is measured from the cave or edge of the structure to the water edge
- \*The pool may not be installed over an easement
- \*Must be 10 feet away from any and all overhead power lines
- \*Must be 5 feet away, measured horizontally, from any underground power lines
- \*The distance is always measured horizontally from the water’s edge of the pool
- \*Must be at least 5 feet from a side property line and at least 5 feet from a rear property line

## Inspections

\*Inspections are scheduled for A.M. or P.M. Monday through Friday with 24 hours advance notice. Call 847-398-6070 x 211 before 5:00 P.M. the day before you want your inspection. Same day re-inspections are not available.

\*Final inspection required

## **Department of Building & Zoning**

**8 North Elmhurst Road,  
Prospect Heights Illinois,  
60070-6070**

**Office: 847/398-6070 x 211**

**Fax: 847/590-1854**

<http://www.prospect-heights.il.us/>



## CITY OF ELMHURST

209 NORTH YORK STREET  
ELMHURST, ILLINOIS 60126-2759

(630) 530-3000

[www.elmhurst.org](http://www.elmhurst.org)

Community Development – 630-530-3030

Fax: 630-530-3127

### **Outdoor Swimming Pool Requirements** *(Includes Hot Tubs and Spas) Depth Greater than 24"*

#### **ALL HOT TUBS AND SPAS REQUIRE AN APPROVED SAFETY COVER**

##### **Location: All pools must be 50% visible from inside your home**

- Pools must be 10 feet from any building, which includes the house, shed, garage, balcony, porch, deck or any accessory structure.
- 10 feet is measured from the eave or edge of structure to the water's edge.
- The pool may not be installed over an easement.
- Must be 10 feet away from any and all overhead power lines.
- Must be 5 feet away, measured horizontally, from any underground power lines. (The distance is always measured horizontally from the water's edge of the pool)
- Must be at least 5 feet from a side property line and at least 5 feet from a rear property line.
- On a corner lot, the side yard setback is 10 feet from the property line to the outside edge of the pool or deck minimum. (Check the Zoning Ordinance for specific requirements)

##### **Where a wall of a dwelling serves as part of the barrier to the pool, the following shall apply:**

- All doors with direct access to the pool through that wall shall be equipped with an alarm which produces an audible warning when the door and its screen (if present) are opened.
- The alarm shall sound continuously for a minimum of 30 seconds immediately after the door is opened.
- The alarm shall have a minimum sound pressure rating of 85 dBA at 10 feet and the sound of the alarm shall be distinctive from other household sounds such as smoke alarms, telephones, and door bells.
- The alarm shall automatically reset under all conditions.
- The alarm shall be equipped with a manual means, such as touch pads or switches, to deactivate the alarm temporarily for a single opening from either direction.
- Such deactivation shall last for not more than 15 seconds.
- The deactivation touch pads or switches shall be located at least 54 inches above the threshold of the door.



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4h

Title: Plan Commission recommendation to approve a General Amendment to Title 17 of the St. Charles Municipal Code (Zoning Ordinance) regarding design review standards and guidelines for the RT and CBD-2 zoning districts.

Presenter: Ellen Johnson

Meeting: Planning & Development Committee

Date: June 10, 2019

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted:

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

Staff has filed a General Amendment to the Zoning Ordinance to revise the Design Standards and Guidelines applicable to the RT Traditional Residential Districts. This item is a follow-up to past discussions on this topic spurred by an appeal request regarding application of the Design Standards for a “container home” on S. 3<sup>rd</sup> St.

In August of 2017, Plan Commission discussed the existing RT Design Standards and Guidelines and suggested they be revised to require traditional architectural style as a baseline, and require non-traditional designs to be reviewed by the Plan Commission.

In December 2017, Planning & Development Committee discussed the Standards and Guidelines and the Plan Commission’s recommendations. The Committee did not support requiring traditional building style nor did they support establishing a new review process for non-traditional designs. The Committee directed staff to leave the code as-is, but to add clarification to the existing requirements in order to reduce the potential for future appeals based on the requirements being unclear or open to interpretation.

Based on this direction, staff is proposing modifications to Ch. 17.06 of the Zoning Ordinance, Section 17.06.060 which attempt to remove vague language and clarify requirements. The proposed Standards and Guidelines are in keeping with staff’s past interpretation and application of the code. Staff believes the proposed changes will be clearer for permit applicants and will help to avoid future appeals of code interpretation.

**Plan Commission Review**

Plan Commission held a public hearing on 4/2/19 and voted 8-0 to recommend approval of the General Amendment as presented.

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

Plan Commission Resolution, Staff Report, General Amendment Application

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

Plan Commission recommendation to approve a General Amendment to Title 17 of the St. Charles Municipal Code (Zoning Ordinance) regarding design review standards and guidelines for the RT and CBD-2 zoning districts.

**City of St. Charles, Illinois**  
**Plan Commission Resolution No. 7-2019**

**A Resolution Recommending Approval of a General Amendment to Ch. 17.06 “Design Review Standards and Guidelines” regarding design review standards and guidelines for the RT and CBD-2 zoning districts**

**Passed by Plan Commission on April 2, 2019**

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

WHEREAS, the Plan Commission held a public hearing and has reviewed the petition for a General Amendment to Ch. 17.06 “Design review Standards and Guidelines” regarding design review standards and guidelines for the RT and CBD-2 zoning districts; and

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

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

The proposed amendment is consistent with the applicable Residential Land Use Policies contained in Ch. 4 of the Comprehensive Plan, particularly the following:

“Preserve the character of the City’s existing single family residential neighborhoods.”  
The revised design standards and guidelines will promote attractive architectural designs that add to the character of St. Charles’ older residential neighborhoods.

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

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

- Preserving and enhancing the quality of life for residents and visitors.
- Protecting the character of established residential neighborhoods.

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

The proposed amendment clarifies existing requirements by eliminating vague language and rephrasing certain provisions to promote clear and consistent interpretation.

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

The revised design standards and guidelines will help to preserve and enhance the character of St. Charles' older residential neighborhoods while still allowing for flexibility in architectural creativity and style.

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

The amendment will not create nonconformities. The revised design standards and guidelines will apply only to new construction and exterior alterations of existing homes within the RT and the CBD-2 districts (one and two-family dwellings only). Existing structures will not be required to come into compliance with the revised design standards and guidelines.

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

The proposed amendment applies to all property in the City zoned RT-1, RT-2, RT-3, RT-4, and CBD-2.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to City Council approval of a General Amendment to Ch. 17.06 "Design Review Standards and Guidelines" regarding design review standards and guidelines for the RT and CBD-2 zoning districts.

Roll Call Vote:

Ayes: Pretz, Kessler, Funke, Holderfield, Melton, Vargulich, Macklin-Purdy, Becker

Nays: None

Absent: Wallace

Motion carried: 8-0

PASSED, this 2nd day of April 2019.

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Chairman  
St. Charles Plan Commission

Community & Economic Development  
Community Development Division

Phone: (630) 377-4443

Fax: (630) 377-4062



**Staff Report**

**TO:** Chairman Rita Payleitner  
And the Members of the Planning and Development Committee

**FROM:** Ellen Johnson, Planner  
Russell Colby, Community Development Division Manager

**RE:** Application for a General Amendment to Title 17 of the City Code (Zoning Ordinance) regarding Design Standards & Guidelines for the RT Traditional Residential Districts

**DATE:** June 4, 2019

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**I. GENERAL INFORMATION**

Project Name: General Amendment – RT Design Standards & Guidelines  
Applicant: City of St. Charles  
Purpose: Amend language to clarify requirements

**II. BACKGROUND**

RT Districts & Design Review Standards and Guidelines

Single-family residential zoning districts in the City are divided between two types: RT-Traditional Residential Districts (areas primarily constructed before World War II) and RS-Suburban Residential Districts (constructed later). RT-zoned neighborhoods are characterized by smaller, narrow lots and detached or less prominent garages.

Design Standards and Guideline for new construction and building additions in the RT districts were added to the Zoning Ordinance in 2015. The Standards and Guidelines do not require specific architectural styles or exterior building materials; rather they are written to encourage incorporation of design features that are found in traditional neighborhoods, addressing items such as appearance of a garage, front door location, distribution of windows, and use of consistent siding materials and trim on all elevations. The code includes many “Guidelines” which are more advisory in nature, and only a few “Standards”, which are binding requirements that must be complied with.

Planning staff conducts administrative-level design review for new buildings and additions in the RT Districts based on the Design Review Standards and Guidelines for the RT Districts contained in Ch. 17.06. If staff determines that a design does not meet applicable standards or guidelines, staff works with the applicant to modify the design to come into compliance.

### “Container Home” Appeal

In May of 2017, Plan Commission reviewed an appeal to the staff interpretation of the Design Standards and Guidelines as applied to a house being constructed out of metal shipping containers on S. 3<sup>rd</sup> St. Staff identified the plans submitted for building permit did not comply with a standard that requires “360 degree architecture”, which requires buildings to have a consistent appearance when viewed from all sides. This Standard is intended to prevent a building with a front elevation that greatly differs from the side and rear elevations.

Plan Commission affirmed the staff interpretation and the permit applicant was required to modify the plans to comply with the Standard prior to the building permit being issued. This home has since been constructed. As was required by staff, cement board siding was incorporated in similar proportions on each elevation and windows were aligned and used more consistently.

### Plan Commission Discussion – Aug. 2017

Plan Commission held a discussion regarding the RT Design Standards and Guidelines in response to the issues raised during the container home appeal. Two main points were identified:

- The Standards and Guidelines do not regulate architectural style, but they require design elements that are characteristic of traditional building styles, which creates conflicts in the review of a building with a modern architectural design.
- The Standards and Guidelines do not require that buildings be compatible with the surrounding neighborhood in terms of style, building form, roof type, materials, etc. Rather, these items are listed as “Guidelines” which are advisory and meant to be applied with flexibility.

The consensus of the Plan Commission was as follows:

- The Standard and Guidelines should be rewritten to require traditional building styles (form, roof type, materials, etc.) as a baseline.
- Buildings that do not meet the baseline standards (for example, different architectural styles, flat roofs, non-standard building materials, etc.) would need to be reviewed and approved by the Plan Commission:
  - The Plan Commission would function like an architectural review board, and could negotiate with the applicant to improve the design or make it more compatible with the neighborhood.
  - Neighboring property owners would receive a letter from the City notifying them that plans for a house would be reviewed at a meeting.

### Planning & Development Committee Direction – Oct./Dec. 2017

P&D Committee reviewed the Plan Commission’s recommendations over two meetings. The majority of members did not support rewriting the RT Design Standards & Guidelines to require traditional building style nor did they support establishing a new review process for non-traditional designs.

The Committee directed staff to leave the code as-is, but to add clarification to the existing requirements in order to reduce the potential for future appeals based on the requirements being unclear or open to interpretation.

### **III. PROPOSAL & ANALYSIS**

Based on direction received from Planning & Development Committee, staff is proposing several modifications to Section 17.06.060 “Standards and Guidelines- RT-1, RT-2, RT-3, RT-4, and CBD-2 Districts”. The full text of this section showing the proposed changes can be found attached.

The proposed changes attempt to remove vague language and clarify requirements. The proposed Standards and Guidelines are in keeping with staff’s past interpretation and application of the code. Staff believes the proposed changes will be clearer for permit applicants and will help to avoid future appeals of code interpretation.

### **IV. PLAN COMMISSION RECOMMENDATION**

Plan Commission held a public hearing on 4/2/19 and recommended approval by a vote of 8-0.

### **V. ATTACHMENTS**

- Proposed Amendment Text
- Application for General Amendment, filed by staff on 2/11/19



## 7.06.060 Standards and Guidelines – RT-1, RT-2, RT-3, RT-4, and CBD-2 Districts (one-and two-family dwellings only)

### A. Site Layout and Context

Intent: To ensure building placement ~~is compatible with neighboring properties and reflects~~ is consistent with the development pattern of the surrounding neighborhood.

#### Standards:

1. Buildings facades shall be oriented to the street. Front facades should squarely face the street and should not be set at an angle. However, if adjacent homes are set at an angle the new home may be similarly sited.
1. Site grading shall be consistent with that of adjacent properties. The slope and elevation of the property shall not be altered in such a manner that results in an artificial change of grade.
2. The amount of front or exterior side yard covered by driveways shall be limited per Section 17.24.070Z.

#### Guidelines:

1. Setbacks (front, side, rear) should generally follow the averages for the block on which the new house is located. Front and exterior side yard setbacks may be reduced based on averaging of existing principal building setbacks along the street frontage of a block – See Table 17.12-2 for setback requirements.
2. Building and site layout should be compatible with existing topography and vegetation. Preservation of existing trees, particularly older growth trees, is recommended.
3. The coverage of driveways and parking areas in the front and exterior side yards should be minimized to the greatest extent possible.

### B. Garages

Intent: To reduce the appearance and prominence of garages ~~in order to maintain a pedestrian friendly streetscape.~~

#### Standards:

1. Garages shall meet the provisions of Section 17.22.020 Accessory Buildings and Structures, including but not limited to: requirement to provide access from a public alley; limitations on garage door width; and requirements to set back street-facing attached garages from the remainder of the building

2. Detached garages shall be consistent with the architectural style of the house. ~~Use of similar window styles, exterior materials, and trim detailing is required~~ shall have a similar appearance to the house (but use of exact materials shall not be required).

#### Guidelines

1. Detached or rear-loaded garages are recommended. A Building Coverage bonus shall be provided where a detached garage or an attached garage accesses via an alley is provided. See Table 17.12.2.
1. Street-facing doors on attached garages should incorporate glass panel windows.
2. The use of individual bay doors (single stall) is preferred over double-wide doors, particularly for street-facing attached garages. Stepped back, separate garage doors should also be considered to further soften the impact of a street-facing attached garage.

### C. Massing and Proportion

Intent: To reduce the appearance of mass and to encourage new ~~houses~~ buildings to match the scale of the existing neighborhood.

#### Standards:

1. Buildings shall comply with the Bulk Requirements provided in Table 17.12-2 (including Setbacks, building coverage, and building height).

#### Guidelines:

1. Scale, proportions, and height should be compatible ~~with adjacent homes and~~ with the general characteristics of homes in the surrounding neighborhood. For example, effort should be made to ~~limit the height, or~~ reduce the appearance of height, of a two-story house constructed among single-story houses.
2. Simple building forms and shapes are encouraged.
3. The following methods may be incorporated to reduce the apparent mass of a home:
  - a. Step back portions of the home. For example, set the second story back ~~a number of feet~~ from the first story or add an unenclosed porch on the first story.
  - b. Use dormers to break up roof mass, if consistent with the architectural style of the home.
  - c. Incorporate horizontal design detailing to visually break up flat walls. Examples include wide skirt boards, mid-section trim between stories, frieze boards along roof eaves, partial or complete gable returns, or a change in siding or masonry patterns or materials.

## D. Roofs

Intent: To encourage roofs and rooflines that add character and interest to a home, ~~while blending with the roof forms found throughout the existing neighborhood.~~

Guidelines:

~~1. The form, pitch, and scale of roofs should be compatible with the surrounding neighborhood.~~

~~2.1. Roof form, pitch, and scale should match the architectural style of the house.~~

~~3.2. Simple gabled and hipped roof forms are preferred. Mansard and flat roofs should be used only if appropriate for the architectural style of the house.~~

~~4.3. Eaves that extend a sufficient distance to create shadow lines are encouraged if appropriate for the architecture of the structure.~~

~~5.4. The roof of the garage and other accessory structures should mimic the roof of the house in both form and pitch.~~

~~6.1. Mansard and flat roofs should be used only if appropriate for the architectural style of the house.~~

## E. Architectural ~~Details~~ Materials

Intent: To promote use of architectural interest materials and design that in a manner that complements ~~the traditional building styles found in older neighborhoods.~~

Standards:

~~“360 degree architecture” is required, meaning that facades must be designed to be viewed from all directions. At a minimum, the same window types and similar trim detailing to the front elevation must be used on the side and rear elevations.~~

~~1. Primary siding materials shall be used consistently and at approximately the same proportion on each elevation of the building. For example, for a building with a masonry front elevation, masonry shall be used in a similar proportion on all other sidings of the building. (Note this Standard does not apply to materials used for accent purposes.)~~

~~1-2. Exterior trim detailing shall be consistent on all elevations. For example, the same size window casing shall be used for all windows on each elevation.~~

Guidelines:

~~1. Siding materials used for accent purposes on the front elevation (for example, a masonry water table or siding type used within a gable) are encouraged, but not required, to be used on each other elevation.~~

- ~~1. Use of masonry should be consistent on all facades. Use of masonry on the front façade only is discouraged.~~
2. The use of exterior trim detailing is recommended. ~~In addition to the,~~ including window casing (a minimum of 4 inches), such detailing includes: wide vertical corner boards, skirt boards, frieze boards, and midsection trim.
3. The limited use of decorative elements such as gable trusses, exposed rafters, arched doors and windows, quoins, pediments, etc. is encouraged, provided such elements do not overwhelm or clutter the home's appearance and are appropriate for the architectural style of the home.
- ~~4. All window openings should be articulated by window casing of at least four (4) inches if the primary all material is sliding.~~
- ~~5.4.~~ Shutters should only be utilized where appropriate for the architectural style of the building. If shutters are used, they should exactly match the window size.
- ~~6.~~ Chimneys should be masonry when located on a street-facing elevation.

## **F. Windows**

Intent: Provide windows that are consistent with the architectural style of the house while being complimentary to the window types and fenestration found on traditional building styles.

### Standards:

1. The same window types and style shall be used consistently on each elevation where feasible. Double hung and casement windows may be used interchangeably provided they are of a similar proportion and incorporate similar detailing where possible- (such as the same lite/muntin pattern).

### Guidelines

1. Windows should be incorporated on all elevations.  
~~Window openings and panes should be similarly proportioned throughout.~~
2. Windows should be placed in a manner that creates a balanced elevation on all sides of the house. The distribution of windows on each individual elevation should be balanced. Large areas of blank wall should be avoided.
3. The style of windows should match the architectural style of the house.
4. ~~Double hung or casement windows are preferred.~~ The use of fixed and large, undivided pane windows should be limited. is discouraged.

5. The use of window muntins (divides) should be consistent for all windows.

~~The style of windows and doors (particularly the front door) should complement the architectural style of the house.~~

~~In addition to window casing, design elements such as window muntins (divides), window sills, and head trim, should be incorporated if such details are appropriate for the architectural style of the house.~~

## **FG. Windows, Doors, and Entrances**

Intent: To promote ~~an inviting presence that contributes to the designs that contribute to the~~ pedestrian friendly character ~~and reorientation of~~ the ~~neighborhood streetscape~~.

Guidelines:

~~1.~~ 1. The ~~home's~~ primary entrance should be located at the front of the house, facing the street.

2. 2. The front entry should be the predominate feature on the front elevation. Multi-story entry features should be used only when architecturally appropriate.

~~2.~~ 3. 3. The style of doors, particularly the front door, should complement the architectural style of the house.

~~3.~~ 4. Open, full-width front or wrap-around porches are recommended to emphasize the front entrance. Porches should be at least six (6) to eight (8) feet in depth and constructed in a manner so as to be fully functional. Porch detailing should be consistent with the architecture of the house.

~~4.~~ 5. Unenclosed Porches are permitted to encroach up to eight (8) feet into the front, exterior side or rear yards. Unenclosed porches are not included in the calculation of Building Coverage. For the definition of an Unenclosed Porch vs. Enclosed Porch and Building Coverage see Ch. 17.30. For information on permitted yard encroachments, see Section 17.22.030.

~~5.1. Windows should be incorporated on all elevations.~~

~~6.1. Window openings and panes should be similarly proportioned throughout.~~

~~7.1. Windows should be placed in a manner that creates a balanced elevation on all sides of the house.~~

~~8.1. Double-hung or casement windows are preferred. The use of fixed and large, undivided pane windows should be limited.~~

~~9.1. The use of window muntins (divides) should be consistent for all windows.~~

~~10.1. The style of windows and doors (particularly the front door) should complement the architectural style of the house.~~

~~11.1. In addition to window casing, design elements such as window muntins (divides), window sills, and head trim, should be incorporated if such details are appropriate for the architectural style of the house.~~

#### **GH. Additions and Exterior Alterations**

Intent: To ensure additions and exterior alterations are complementary to the existing home and blend with the neighborhood.

Standards:

1. Additions and exterior alterations shall abide by the applicable standards and guidelines in Section 17.06.606 A-F.

Guidelines:

1. Additions should match the scale and mass of the original structure.
2. Additions and exterior alterations should match the existing house in exterior materials, color, architectural style and detailing, window proportion and type, and roof form, pitch, and color.

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



COMMUNITY & ECONOMIC DEV./PLANNING DIVISION

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

**GENERAL AMENDMENT APPLICATION**

<b>CITYVIEW</b>	
Project Name:	GA- RT Design Guidelines & Standards
Project Number:	2019 -PR- 004
Application Number:	2019 -AP- 005



*Instructions:*

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

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

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

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

**Attachment Checklist**

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

- APPLICATION FEE:** Application fee in accordance with Appendix B of the Zoning Ordinance (\$500)
- REIMBURSEMENT OF FEES AGREEMENT:**  
An original, executed Reimbursement of Fees Agreement and deposit of funds in escrow with the City, as provided by Appendix B of the Zoning Ordinance.
- REIMBURSEMENT OF FEES INITIAL DEPOSIT:**  
Deposit of funds in escrow with the City. (For a General Amendment application only: \$1,000 deposit.)
- FINDINGS:** Fill out the attached form or submit responses on a separate sheet.

□ **WORDING OF THE REQUESTED TEXT AMENDMENT**

**What is the amendment regarding?**

Add clarification to existing requirements.  
\_\_\_\_\_

**What sections are proposed for amendment?**

Chapters(s): Ch. 17.06 "Design Review Standards and Guidelines"

Section(s): 17.06.060 "Standards and Guidelines - RT-1, RT-2, RT-3, RT-4 and CBD-2 Districts"

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

See attached.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Allen Johnson  
Applicant

2/11/19  
Date



## Findings of Fact

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

The proposed amendment is consistent with the applicable Residential Land Use Policies contained in Ch. 4 of the Comprehensive Plan, particularly the following:

"Preserve the character of the City's existing single family residential neighborhoods." The revised design standards and guidelines will promote attractive architectural designs that add to the character of St. Charles' older residential neighborhoods.

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

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

- Preserving and enhancing the quality of life for residents and visitors.
- Protecting the character of established residential neighborhoods.

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

The proposed amendment clarifies existing requirements by eliminating vague language and rephrasing certain provisions to promote clear and consistent interpretation.

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

The revised design standards and guidelines will help to preserve and enhance the character of St. Charles' older residential neighborhoods while still allowing for flexibility in architectural creativity and style.

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

The amendment will not create nonconformities. The revised design standards and guidelines will apply only to new construction and exterior alterations of existing homes within the RT and the CBD-2 districts (one and two-family dwellings only). Existing structures will not be required to come into compliance with the revised design standards and guidelines.

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

The proposed amendment applies to all property in the City zoned RT-1, RT-2, RT-3, RT-4, and CBD-2.



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4i

Title:

Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 117 N 5<sup>th</sup> Ave.

Presenter:

Russell Colby

Meeting: Planning & Development Committee

Date: June 10, 2019

Proposed Cost: \$5,000

Budgeted Amount: \$10,000  
(for residential grant program)

Not Budgeted:

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

Frank Florizoone, owner of 117 N. 5<sup>th</sup> Ave., has requested a Residential Façade Improvement Grant to assist in funding the installation of eight aluminum clad windows.

The Façade Improvement Grant program provides assistance to property owners and business tenants to rehabilitate and restore the exterior of buildings in the downtown. Grant funding is available for buildings located in Special Service Area 1B (Downtown Revitalization) or in a Historic District or designated Historic Landmark site. Applications are first reviewed by the Historic Preservation Commission for appropriateness of design.

Beginning in 2017, the program was expanded to single-family residential structures. The residential grants are provided as a reimbursement for up to 50% of the funds invested into an exterior rehabilitation project involving new improvements or maintenance using historic preservation practices. Residential grants are capped at \$5,000.

The Historic Commission reviewed the grant for 117 N 5<sup>th</sup> Ave. and recommended approval on 4/17/19.

The cost of eligible improvements is estimated at \$13,088. The grant would cover up to \$5,000.

**Attachments** (please list):

Residential Façade Grant Program Description, Historic Commission Resolution, Façade Improvement Grant Application, Grant Agreement

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

Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 117 N 5<sup>th</sup> Ave.

#### 4. **Residential Façade Grant:**

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

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

- **Grant applications will be considered in the order they are received.** In the event that the total amount of the potential reimbursement grants exceeds the amount budgeted for the program year, the applications will be carried over for consideration during the following program year.
- **Not more than one grant shall be approved for a building in any program year, and a grant shall not be approved if a grant was made for the same portion of the building within the previous five years.** For the Residential Grant Program, within the 5 program years following approval of a grant, a grant for the same property will not be considered until September of each program year.
- **The maximum amount of the reimbursement grant for a specific property will be set forth in a Facade Improvement Agreement between the City and the property owner or tenant.** If the actual costs exceed the original final estimates submitted with the application and used to determine the final total amount of reimbursement within the Agreement, the property owner or tenant will be responsible for the full amount of the excess. The City cannot reimburse more than the total amount specified in the Agreement.
- **Reimbursement grants are subject to Federal and State taxes, and are reported to the Internal Revenue Service on Form 1099.** You are required to provide your taxpayer ID number or social security number as part of the Façade Improvement Agreement. Property owners and tenants should consult their tax advisor for tax liability information.
- **The following items are not considered “improvements” and therefore they are not eligible for reimbursement:**
  - Building Permit fees and related costs.
  - Extermination of insects, rodents, vermin and other pests.
  - Title reports and legal fees.
  - Acquisition of land or buildings.
  - Financing costs.
  - Sweat equity.
  - Working capital for businesses.
- **Work that has been initiated prior to the approval of the Facade Improvement Agreement by the City Council is NOT eligible for grant reimbursement.**
- **All improvements must be completed prior to the end of the program year on April 30.** If the work is not complete by the end of the program year, the City’s remaining obligation to reimburse the owner or tenant for the project terminates. The City may, its sole discretion, grant a single one-year extension due to unforeseen circumstances that have prevented the completion of the project.
- **The property owner and tenant shall be responsible for maintaining the facade improvements without alteration for five (5) years.** A restrictive covenant limiting alterations may be required by the City Council at the time of approval of the Facade Improvement Agreement.
- **Any project changes must be approved by the City.** Major changes or elimination of improvements must be approved by the City Council. Minor revisions must be approved by the Historic Preservation Commission.
- **This is a reimbursement program -- you must pay your architect, contractors and suppliers before you receive payment from the City.**

**City of St. Charles, Illinois**

**Historic Preservation Commission Resolution No. 5-2019**

**A Resolution Recommending Approval of  
A Façade Improvement Grant Application  
(117 N 5<sup>th</sup> Ave.)**

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

WHEREAS, the Historic Preservation Commission has reviewed the Façade Improvement Grant Application for 117 N. 5<sup>th</sup> Ave. and has found said application to be architecturally appropriate and in conformance with the Downtown Design Guidelines and the Historic Preservation Ordinance, Chapter 17.32 of the Zoning Ordinance; and

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

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council approval of the Façade Improvement Application for 117 N. 5<sup>th</sup> Ave.

Roll Call Vote:

Ayes: Norris, Smunt, Pretz, Kessler, Krahenbuhl, Mann, Malay

Nays: None

Abstain: None

Absent: None

Motion Carried.

**PASSED**, this 17<sup>th</sup> day of April, 2019.

---

Chairman

# FAÇADE IMPROVEMENT GRANT APPLICATION

COMMUNITY & ECONOMIC DEVELOPMENT DEPT. /PLANNING DIVISION

CITY OF ST. CHARLES



## Grant Type (select one):

- Commercial       Residential



## Property Information:

Building or establishment for which the reimbursement grant is requested:

Address: 117 N 5<sup>th</sup> AVE St. Charles

Property Identification Number: 09 27 455 003

Applicant Name: Frank Florizoone

## Project Description:

Replacement of 1<sup>st</sup> floor windows, presently very old and damaged single pane windows, with Marvin Ultimate windows as per attached quote from MEB Construction of St. Charles and as per Historic preservation COA # 18-54 dated Dec 19, 2018

Total Cost Estimate:      \$ 13,088

## Submittal Checklist:

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

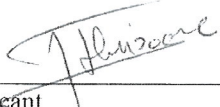
**Applicant Contact Information:**

Phone Number: 262 865 3283

Email Address: florizoonefrank@yahoo.com

**Statement of Understanding:**

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

Signature:  Date: Mar 9, 2015  
Applicant

**Owner Authorization (if applicable):**

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

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

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

# 117, 5<sup>TH</sup> AVE, ST. CHARLES, IL 60174

## DESCRIPTION OF PROPOSED WORKS FOR GRANT APPLICATION

*Please see also attached proposal works by our contractor M.E.B. Construction Co. of St Charles.*

### Replace 1<sup>st</sup> floor windows

All windows are in bad shape and single pane glazing. The replacements will remain white on the outside and keep a very similar line aspect where possible.

Window details are listed on page 4.

This is phase 2 of our window replacements – windows in the attic and kitchen will be replaced in phase 1.

#### View from State Ave



#### View from 5<sup>th</sup> Ave

(windows are now not very visible but storm-windows from the porch will be removed to restore open porch)



#### View from backyard





Double Hung in foyer room



Double Hung in family room



Double Awning in family room



Double Hung in powder room



Twin Double Hung in 1<sup>st</sup> floor bedroom



Double Hung in 1<sup>st</sup> floor bedroom



Double Hung in Dining Room



Window aircon unit will be removed as there is no need for this (there is central HVAC in the house).

Double Hung in Dining Room



Awning in Dining Room



# Specifications of windows and sliding doors

## Marvin Ultimate series windows, Alu clad wood

- 1 5/16" Brick Mould style casing with 4 13/16" jambs and A246 sub-sills.
- Simulated Divided Lites 7/8" in same fractional Craftsman style pattern as present windows
- Insulated Glass (Low E2 Argon gas filled)
- U-factor of 0.28 to 0.31, depending on type
- White hardware
- Removable fiberglass screens
- Stone White outside finish



Brick Mould Casing



## PROPOSAL

February 12, 2019

We, M.E.B. Construction Company, hereby propose to furnish all the material and to perform all the labor necessary for the completion of work for Mr. Frank Florizoone (Owner): 117 N. 5<sup>th</sup> Ave., St. Charles, IL - 60174.

**Scope of Work:** Window Replacement

### 1. BUILDING PERMIT:

- A Building Permit shall be procured from the St. Charles Building Department by M.E.B. Construction Company.

### 2. CARPENTRY:

- Remove and replace the existing windows with Marvin Ultimate series windows and door with aluminum clad exteriors in Stone White, primed interiors, Low E2 Argon gas filled glass, 4 13/16" jambs, white hardware, 7/8" simulated divided lites, A246 sub-sills, 1 5/16" clad brick molding in Stone White, removable screens with charcoal fiberglass mesh and installation brackets as follows:

- NOTES\***
- (1). M.O. refers to masonry openings
  - (2). All simulated divided lite configurations in parenthesis refer to top of sashes only. Awning window configurations are for the entire units.

#### Family Room and Foyer:

(1) - M.O. 74" x 31 3/8" Awning (Double Unit) (4W1H)

(2) - M.O. 47 15/16" x 58 1/4" Double-hung (4W1H)

#### Powder Room:

(1) - M.O. 36" x 58" Double-hung (4W1H)

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1<sup>st</sup> Floor Master Bedroom:

(1) - M.O. 74" x 58" Double-hung (Double Unit) (4W1H)

(1) - M.O. 32" x 50" Double-hung (4W1H)

Dining Room:

(1) - M.O. 35 ½" x 58" Double-hung (4W1H)

(1) - M.O. 48" x 32 ¾" Awning (6W1H)

- Caulk all windows and door to masonry.

3. DEBRIS REMOVAL:

- The Owners will provide debris removal service.

ADDITIONAL WORK:

Additional Work will be performed either through a written agreement or on a TIME/MATERIAL basis. TIME/MATERIAL basis includes the following: TIME (LABOR) will be billed at **\$86.00** per hour for each individual Carpenter. The aggregate amount of Additional Work is the sum of **(LABOR)** and **(MATERIAL + 10%)**.

Additional Work for M.E.B.'s Sub-Contractors will be billed upon each Sub-Contractor's rate.

WARRANTY:

All work shall be performed in a workmanlike and timely manner according to the Proposal, which shall be guaranteed against defect of material for a period of one (1) year and workmanship for a period of five (5) years from the date of completion.

INSURANCE:

Workers Compensation and Public Liability Insurance shall be taken out by M.E.B. Construction Company.

Telephone: (630) 377-2084  
Facsimile: (630) 377-2142



Website: www.mebconstructionco.com  
Email: mebconco@comcast.net

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The **PRICES** and **TERMS** mentioned hereunder throughout the Proposal are valid up to **30 days** after the date of this Proposal.

**Total Price of Work:**                      **\$13,088.00**

**PAYOUTS:**

Upon **Acceptance of Proposal**              **\$3,926.00 (30%)**

Upon **Completion of Work**                **\$9,162.00 (70%)**

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

Signature(s) \_\_\_\_\_

\_\_\_\_\_

Respectfully submitted,

Matt E. Bales

A handwritten signature in black ink, appearing to read "Matt E. Bales", written over a horizontal line.

President

M.E.B. Construction Company

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

Program Year: May 1, 2019 to April 30, 2020

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: Frank Florizoone

Tax ID# or Social Security #

For the following property:

Address of Property: 117 N. 5th Ave.

PIN Number: 09-27-455-003

**WITNESSETH:**

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

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

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

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

SECTION 1:

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

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

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

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



SECTION 3: The Director of Community Development shall periodically review the progress of the contractor's work on the facade improvement pursuant to this Agreement. Such inspections shall not replace any required building permit inspection. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of this Agreement.

SECTION 4: Upon completion of the improvements and upon their final inspection and approval by the Director of Community Development, the OWNER/LESSEE shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The OWNER/LESSEE shall also submit to the CITY a copy of the architect's statement of fees for professional services for preparation of plans and specifications. The CITY shall, within fifteen (15) days of receipt of the contractor's statement, proof of payment and lien waivers, and the architect's statement, issue a check to the OWNER/LESSEE as reimbursement, subject to the limitations set forth in Exhibit "I".

In the alternative, at its sole discretion, CITY may reimburse OWNER/LESSEE in two payments. The first reimbursement may be made only 1) upon completion of work representing 50% or more of the maximum reimbursement specified in Exhibit I hereof ; 2) upon receipt by CITY of the architect's invoices, contractor's statements, invoices, proof of payment and notarized final lien waivers for the completed work; and 3) upon a determination by the Director of Community Development that the remainder of the work is expected to be delayed for thirty days or more following completion of the initial

work due to weather, availability of materials, or other circumstances beyond the control of the OWNER/LESSEE. The second, final reimbursement payment shall be made by CITY only upon submittal of all necessary documents as described herein.

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

SECTION 6: Upon completion of the improvement work pursuant to this Agreement and for a period of five (5) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of five (5) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change or remove such improvements, or the approved design thereof, nor shall OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided for in this Agreement unless such changes are first submitted to the Director of Community Development, and any additional review body designated by the Director, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement. If requested by the CITY, OWNER/LESSEE agrees to execute and record a restrictive covenant regarding the maintenance of improvements completed per this agreement.

SECTION 7: The OWNER/LESSEE releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the facade improvement(s), including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said facade improvement(s).

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

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

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

**OWNER/LESSEE**

**CITY OF ST. CHARLES**

\_\_\_\_\_

\_\_\_\_\_

**Mayor**

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

**City Clerk**

**EXHIBIT "I"**

**Total Reimbursement Amounts**

**Commercial Façade Grants:**

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

**Residential Façade Grants:**

	<b>Total Estimated Cost</b>	<b>Reimbursement Percentage</b>	<b>Total Maximum Grant Amount</b>
<b>Historic Preservation Improvements</b>	\$13,088	50%	\$5,000
<b>Architectural Services</b>	\$	100% (not to exceed \$2000)	\$
<b>TOTAL</b>	\$13,088	-	\$5,000

**EXHIBIT "II"**

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

Attachments:

Scope of work with pictures

Proposal from M.E. B Construction Co. dated 2/12/19 (3)