# City of St. Charles, IL
# Ordinance No. 2012-M-_____

## An Ordinance Amending Title 16, "Subdivisions and Land Improvements" and Chapter 12.30 "Street Improvements" of Title 12 "Streets, Sidewalks, Public Places and Special Events" of the St. Charles Municipal Code

## (2012 Comprehensive Amendment to the Subdivisions and Land Improvement Ordinance)

WHEREAS, The City has proposed a comprehensive amendment to Title 16, "Subdivisions and Land Improvement" and to Title 12, "Streets, Sidewalks, Public Places and Special Events", Chapter 12.30, "Street Improvements"; and,

WHEREAS, the Plan Commission reviewed and recommended approval of the comprehensive amendment to Title 16 "Subdivisions and Land Improvement" on or about May 22, 2012; and,

WHEREAS, the Planning and Development Committee of the City Council reviewed and recommended approval of the comprehensive amendment to Title 16 "Subdivisions and Land Improvement" and Title 12 "Streets, Sidewalks, Public Places and Special Events", Chapter 12.30 "Street Improvements" on or about June 11, 2012; and,

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

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois as follows:

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

2. That the provisions of Title 16, "Subdivisions and Land Improvement" of the St. Charles Municipal Code are hereby deleted in their entirety and replaced by the following:

See Exhibit A

3. That the provisions of Tile 12, "Streets, Sidewalks, Public Places and Special Events", Chapter 12.30, "Street Improvements" are hereby deleted in their entirety and replaced by the following:

See Exhibit B

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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 17th day of September 2012.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 17th day of September 2012.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 17th day of September 2012.

_____
Donald P. DeWitte, Mayor

Attest:

_____
City Clerk/Recording Secretary

COUNCIL VOTE:
Ayes:
Nays:
Absent:
Abstain:

APPROVED AS TO FORM:

_____
City Attorney

DATE: _____

**Exhibit A**

**(2012 Comprehensive Amendment to Title 16, "Subdivisions and Land Improvement" of the St. Charles Municipal Code)**

Chapter 16.02

# GENERAL PROVISIONS

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## 16.02.010 Purpose

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

A. To provide one of several means for carrying out the intent of the Comprehensive Plan, thus helping to insure sound, harmonious subdivision development and community growth, and to safeguard the interest of the homeowner, the Subdivider, the investor, and the City.

B. To provide permanent assets to the City.

C. To prevent scattered development beyond existing public utilities and prevent excessive development costs.

D. To assure the development of land for optimum use with the highest possible standards of design and necessary protection against deterioration and obsolescence.

E. To assure the orderly development of all land within the City.

F. To limit and control the pollution of the environment that can be caused by inadequate or incomplete urban development.

G. To provide common grounds of understanding and a sound working relationship between the City and the Subdivider.

H. To lessen congestion of streets and highways.

I. To provide for adequate light and air.

J. To facilitate adequate provisions for transportation, water, storm water management, sewerage, schools, and other public necessities.

K. To ensure proper legal description and proper monumenting of subdivided land.

L. To coordinate new subdivision design within the design of the City as a whole.

## 16.02.020 Validity

No plat of any subdivision shall be entitled to record in the recorder's office, or have any validity, until it has been approved in the manner prescribed in this Title.

## 16.02.030 Comprehensive Plan

A. **Adopted**

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

B. **Copies Available upon Payment of Fee**

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

Chapter 16.04

# PROCEDURES

**Sections**


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## 16.04.010 Applicability

The provisions hereof shall be applicable to all subdivisions in the City of St. Charles and within all unincorporated areas lying within one and one-half miles of the corporate limits of the City of St. Charles, to the extent permitted by law.

## 16.04.020 General Procedures for Subdivisions Applications

A. **Who is Authorized to Apply**

The record owner of the subject property, or a lessee, agent, or contract purchaser with specific written authorization from the record owner, may file an application for approval of a Concept Plan, Preliminary Plat of Subdivision, or Final Plat of Subdivision.

B. **Filing of Applications**

Applications shall be submitted on forms provided by the City and shall be filed as the instructions provide. Applications shall include the information and plans specified in Chapter 16.06, "Plan Submittal Requirements". Additional information may be required by the Director of Community Development or Designee.

C. **Payment by Subdivider**

The Subdivider shall pay all filing, review and inspection fees and shall execute a reimbursement of fees agreement, providing for reimbursement to the City for staff time and the direct costs of engineering and other consultants, City Attorney's review, and other direct costs, in accordance with the schedule of fees as established herein. Fees and reimbursements shall be paid regardless of whether the application or petition filed is approved, disapproved or withdrawn.

1. Filing Fees
   a. All filing fees shall be paid at the time of application submittal.
   b. Filing Fees are intended to cover the cost of providing information to the public about an application, distributing plans to City departments and other agencies,

preparing agendas packets and minutes for the Plan Commission, City Council, and other applicable review bodies, and other administrative tasks.

c. The Subdivider shall pay the full filing fee for each category of petition or plan submitted as set forth in Appendix A. The filing fees shall be in addition to fees payable under any other provision of the St. Charles Municipal Code, as amended.

2. Reimbursement of Costs and Fees; Deposit Required
   a. In addition to the filing fees provided for herein, each Subdivider shall enter into a reimbursement of fees agreement with the City. The reimbursement of fees agreement shall encompass all applications or petitions pending with the City. The reimbursement of fees agreement shall be in the form specified in Appendix B of Title 17, "Zoning" of the St. Charles Municipal Code.
   b. At the time the Subdivider submits an application or Petition to the City requesting action from the City, he shall deposit the amounts specified in Appendix B of Title 17 "Zoning" of the St. Charles Municipal Code with the City to collateralize his obligation for reimbursement of costs for City staff review, outside consultant services, and miscellaneous expenses, as described herein.
   c. A Subdivider who withdraws their petition or application may apply in writing to the Director of Community Development for a refund of his initial deposit. The City Administrator may, at their sole discretion, approve such refund less any actual fees and costs which the City has already paid or incurred relative to the petition or application.
3. Reimbursement for City Staff Review of Petitions and Applications
   The Subdivider shall reimburse the City for the cost per productive work hour for the time spent by each City staff member to participate in meetings, visit the site, review plans, prepare reports, conduct inspections and participate in any other activity pertaining to review of the petition or application.
4. Reimbursement for Outside Consultant Services
   The Subdivider shall reimburse the City for the cost of the following:
   a. Fees for landscape architect's review and consultation in connection with review of the petition or application, and inspection of construction, including meetings and associated tasks.
   b. Fees for engineering studies (i.e. traffic, utility, etc.) performed by a Licensed Professional Engineer and approved by the Director of Community Development or designee, when such study and analysis is requested by the City.
   c. Fees for City Attorney's review and negotiations in connection with the petition or application.
   d. Fees for Licensed Professional Engineer's review of plans and documents, including meetings and associated tasks.
   e. Fees for planning consultant's review and consultation in connection with review of the petition or application, including meetings and associated tasks.
   f. Fees for other professional consultants as may be necessary to review and evaluate the proposed applications, plans and documents.
5. Reimbursement for Miscellaneous Expenses
   The Subdivider shall reimburse the City for miscellaneous costs incurred relative to any application or petition including, but not limited to:
   a. Publication of legal notices.
   b. Court reporter and transcript fees.
   c. Mailing (postage) costs.
   d. Recording fees.
6. Reimbursement for Engineering Inspection of Construction

The cost of any inspection of any Land Improvement shall be paid by the Subdivider to the City. The Subdivider shall reimburse the City for the cost per work hour of the all City staff members or consultants involved in land improvement construction, inspections, plan review, studies, meetings, change order, pay requests, utility coordination, third party permit compliance coordination, and associated tasks relative to inspection of construction of land improvements. Additionally, an administrative processing fee of fifty ($50) dollars must be paid prior to scheduling of any reinspection and all future inspections of a previously failed inspection. The testing of concrete, asphalt, soil, or other materials, and/or workmanship shall be done at the direction of the City, and at the expense of the Subdivider.

7. Exemption for Governmental Agencies
   Notwithstanding anything to the contrary in this Section 16.04.020, any unit of federal, state, or local government that files a petition or application pursuant to this Title shall only be responsible for reimbursing the City for outside consultant services and miscellaneous expenses, as described above.

D. **Completeness**
The Director of Community Development, or designee, shall determine whether all submitted applications are complete and the required fees have been paid in accordance with Appendix A, and shall notify the Subdivider of any deficiencies. The City is under no obligation to conduct a full application review or to place the application on a public meeting agenda until all required submittal items, including filing fees, have been received. Once an application is deemed complete, the application shall be reviewed and scheduled for consideration by the appropriate staff and review bodies.

E. **Withdrawal of Application**
An Subdivider shall have the right to withdraw an application at any time prior to the decision on the application by a City Official, City Council, Commission or Board. Such withdrawal shall be in writing. There will be no refund of fees unless the withdrawal is made prior to the time the City has determined the application is complete and prior to scheduling of public meetings and/or commencement of formal review of the application.

F. **Successive Applications**
Within one (1) year of the date of denial of an application, a subsequent application for the same property that makes the same request shall not be reviewed or heard unless there is substantial new evidence available, the restriction that prevented its approval has been amended, or if a significant mistake of law or fact affected the prior denial. Such subsequent application shall include a detailed statement of the grounds justifying its consideration. The Director of Community Development shall make a determination as to whether the subsequent application is making essentially the same request. If the Director of Community Development finds that there are no grounds for consideration of the subsequent application, he/she shall summarily, and without hearing, deny the request.

### 16.04.030 Variances

The Plan Commission may recommend and the City Council may approve variances from the requirements of Chapter 16.08, "Subdivision Standards and Specifications" when the Plan Commission finds that there is compliance with the following standards:

A. The granting of the variance will not be detrimental to the public safety, health, or welfare or injurious to other property;

B. Because of the shape, topography, or other physical conditions of the proposed subdivision or its surroundings, a) a hardship or practical difficulty would be caused by strict compliance with these requirements, and/or b) the purposes of these requirements would be served to a greater extent by an alternative design;

C. The conditions upon which the variance request is based are unique to the proposed subdivision and are not generally applicable to other property;
D. The variance granted is the minimum adjustment necessary for the reasonable use of the land;
E. The Director of Community Development has determined that the proposed variance, while not specifically complying with this Title, follows sound engineering practices.

## 16.04.040 Special Subdivision Processes

### A. Combined Preliminary-Final Review Process

At the Subdivider's request, the City will conduct a simultaneous review of the both the Preliminary Plat of Subdivision and Final Plat of Subdivision applications. The Subdivider will not be required to submit separate plans for the two applications. The Subdivider needs only to submit the number of plans required for the Final Plat of Subdivision application, but shall submit all required information and fees as detailed in the Preliminary Plat of Subdivision, Preliminary Engineering Plan, Final Plat of Subdivision, and Final Engineering Plan application checklists. The Subdivider shall submit such request to the City in a written letter.

### B. Minor Subdivision

A Minor Subdivision shall not require submittal of a Preliminary Plat of Subdivision application prior to submittal of a Final Plat of Subdivision application, nor shall it require the submittal of Preliminary or Final Engineering Plans.

A subdivision meeting all of the following criteria shall be considered a Minor Subdivision:

1. The subdivision fully conforms to the requirements of Chapter 16.08, "Subdivision Standards and Specifications".
2. The subdivision will create no more than four (4) lots.
3. No extension/creation of public improvements is required to serve the subdivision, including streets/rights-of-way or utilities.
4. All lots in the subdivision have frontage on a public street and can be readily serviced by existing public utilities located in and adjacent to the right-of-way, or at another location on each lot.
5. No on-site or offsite stormwater detention/retention facilities are required to serve the subdivision.
6. All lots meet the minimum size and dimension requirements of the applicable zoning district contained in Title 17, "Zoning" of the St. Charles Municipal Code..

## 16.04.050 Pre-Application Meeting

A. The pre-application meeting provides an opportunity for Subdividers to informally discuss the concept of the proposed development, and to receive preliminary nonbinding feedback regarding proposed zoning, possible variations/variances from zoning and subdivision requirements, utilities and drainage, traffic and parking, building and fire prevention code requirements, building aesthetics, landscaping, review procedures, and the information and studies that will be needed to evaluate the project. The pre-application meeting does not require a formal application or filing fee. A pre-application meeting is optional but encouraged for all applications.

B. The purpose of the pre-application meeting is to help Subdividers to determine:

1. Whether the proposed development generally appears to be in compliance with the provisions of this Title and other applicable ordinances.
2. Whether any zoning amendment, variation, special use or other application may be required in connection with the proposed development.
3. Whether the proposed development will be in conformity with the Comprehensive Plan and other adopted goals and policies of the City for development.

## 16.04.060 Concept Plan

A. **Application**

The Subdivider may request review of a Concept Plan by submitting an application to the Director of Community Development.

B. **Purpose**

The purpose of the Concept Plan Review is to enable the Subdivider to obtain informal guidance from the Plan Commission and City Council Committee at an early stage, before preparing more detailed preliminary and final plans.

C. **Review**

Because the information submitted for a Concept Plan is not complete enough to determine compliance with all applicable requirements, the Plan Commission and City Council Committee shall not vote to recommend approval or denial. Affirmative comments shall not bind the City to approve a Preliminary or Final Plat of Subdivision submitted at a later stage, nor shall negative comments prevent the Subdivider from submitting applications for approval of Preliminary and Final Plat of Subdivision.

## 16.04.070 Preliminary Plat of Subdivision

A. **Application**

The Subdivider shall file the Preliminary Plat of Subdivision application with the Director of Community Development. If the Subdivider intends to develop the property in phases, the Subdivider shall identify and label each phase in the order they are to be recorded on the proposed Preliminary Plat of Subdivision.

B. **Plan Commission Review**

1. Review and Action

   The Plan Commission shall review the Preliminary Plat of Subdivision for conformance with the Comprehensive Plan, the provisions hereof, and all other applicable City ordinances. The Plan Commission shall disapprove or recommend approval of the Preliminary Plat of Subdivision within 90 days from the date of filing of the last item of required supporting data. Such time may be extended by mutual consent of the Subdivider and the Plan Commission.

2. Disapproval

   Plan Commission disapproval of a Preliminary Plat of Subdivision shall be in the form of a Resolution and shall state the reasons therefore and how the proposed Preliminary Plat of Subdivision fails to conform to the Comprehensive Plan, the provisions hereof, and other applicable City ordinances.

3. Approval

   Plan Commission recommendation of approval of a Preliminary Plat of Subdivision shall be in the form of a Resolution passed by the Plan Commission, and may include conditions for such approval. These conditions shall be consistent with the requirements set forth herein. A copy of the recommendations and any conditions shall be forwarded to the City Council.

C. **City Council Review**

1. Action

   The City Council shall approve or disapprove the Preliminary Plat of Subdivision not later than 30 days after the next regular City Council meeting following the date of the Plan Commission's approval, unless such time is extended by mutual consent of the City Council and Subdivider.

2. Disapproval

   City Council disapproval of a Preliminary Plat of Subdivision shall be by Ordinance and shall state the reasons therefore and how the proposed Preliminary Plat of Subdivision

fails to conform to the Comprehensive Plan, the provisions hereof, and other applicable City ordinances.

3. Approval
   City Council approval of a Preliminary Plat of Subdivision shall be by Ordinance and may include conditions for such approval, which conditions shall be consistent with the requirements set forth herein.
4. Period of Validity
   A Preliminary Plat of Subdivision shall remain valid for a period of two years from the date of City Council approval. At the end of the two year period the City Council, at its discretion and for good cause, may extend, for up to one (1) year at a time. If a Final Plat of Subdivision is approved and recorded encompassing all or any phase of the land included on the Preliminary Plat of Subdivision, the Preliminary Plat of Subdivision as to the balance shall remain valid for a period of five years from the date of its initial approval.

## 16.04.080 Final Plat of Subdivision

### A. Application

The Subdivider shall file the Final Plat of Subdivision application with the Director of Community Development. The Final Plat of Subdivision shall substantially conform to the Preliminary Plat of Subdivision with respect to all items specifically shown on the Preliminary Plat of Subdivision. The Final Plat of Subdivision shall include substantially the same geographic area as the Preliminary Plat of Subdivision. In instances in which a phasing plan was approved as part of the Preliminary Plan, the Final Plat of Subdivision shall include substantially the same geographic area for the corresponding phase shown on the Preliminary Plat of Subdivision.

### B. Conformance With Statutory Provisions - Drawing Specifications

The Final Plat of Subdivision shall conform to all statutory provisions pertaining to plats. All information required shall be shown accurately, drawn with ink on mylar, or equal, in a manner that clear and legible contact prints or photostatic copies may be made.

### C. Plan Commission Review

1. Action
   The Plan Commission shall recommend approval or disapproval of the Final Plat of Subidivision following the filing of the last required document, unless such time is extended by mutual consent of the City Council and Subdivider.
   a. For a proposed Subdivision that has received approval of a Preliminary Plat of Subdivision from the City Council, the application for approval of a Final Plat of Subdivision will not need to be reviewed by the Plan Commission provided that the proposed Final Plat of Subdivision is in substantial conformance with the approved Preliminary Plat of Subdivision and is filed within sixty (60) days of the approval of the Preliminary Plat of Subdivision.
   b. If the Subdivider has requested a Combined Preliminary-Final Review Process per Section 16.04.040.A, then the Plan Commission will conduct a simultaneous review of both the Preliminary and Final Plats of Subdivision.
2. Disapproval
   A recommendation of disapproval of the by the Plan Commission shall be in the form of a Resolution and shall state how the proposed Final Plat of Subdivision fails to conform to the approved preliminary plan, the provisions hereof, and other applicable City ordinances.
3. Approval

A Plan Commission recommendation of approval of the Final Plat of Subdivision shall be the form of a Resolution and may include conditions for such approval, which conditions shall be consistent with the requirements set forth herein.

D. **City Council Review**

1. Action
   The City Council shall approve or disapprove the Final Plat of Subdivision within sixty (60) days following the filing of the last required document, unless such time is extended by mutual consent of the City Council and Subdivider. Prior to the approval of a Final Plat of Subdivision the City Council shall have the right to designate which easements, dedications, and Land Improvements will be accepted by the City.
2. Disapproval
   City Council disapproval of a Final Plat of Subdivision shall be by Ordinance that states how the proposed Final Plat of Subdivision fails to conform to the approved preliminary plan, the provisions hereof, and other applicable City ordinances.
3. Approval
   City Council approval of the Final Plat of Subdivision shall be by Ordinance and may include conditions for such approval, which conditions shall be consistent with the requirements set forth herein. The Final Plat of Subdivision submitted to the City Council shall be accompanied by the following:
   a. A copy of any and all applications to third party permits including, but not limited to, IDOT, KCDOT, USACE, IDNR and IEPA.
   b. A certified estimate of cost of all Land Improvements prepared by a registered engineer and approved by the City.
   c. A draft or description of the proposed guarantee for the payment and completion of the Land Improvements to be installed.

E. **Recording Requirements**

The City shall record the Final Plat of Subdivision at the Kane or DuPage County recorder's office within 30 days of receipt by the City of the last item herein required to be submitted prior to recording. In the event such recording has not occurred within two (2) years of the date of City Council approval, the Final Plat of Subdivision and accompanying documents shall be reviewed by the Director of Community Development and Director of Public Works to determine continued conformity with then-existing law and ordinance. The results of such review and recommendation shall be referred to the City Council for revocation or extension of the Final Plat of Subdivision approval, with such conditions as the City Council may approve.

### 16.04.090 Approval of Final Engineering Plans

All Final Engineering Plans shall be reviewed by the Development Engineering Division Manager or Designee and shall be approved if they are in substantial conformance with the requirements of this Title, all other applicable Titles of the City of St. Charles Municipal Code and the approved Preliminary Engineering Plans and Final Plat of Subdivision.

### 16.04.100 Guarantee for Completion of Land Improvements and Monuments/Benchmarks

The Subdivider shall submit a guarantee for completion of the Land Improvements and/or Monumentation/Benchmarks prior to approval and signature of the Final Plat of Subdivision by the Director of Community Development or Designee for issuance of any required permits. As a condition of recording of a Final Plat of Subdivision, any partial guarantee for completion shall be replaced by a full guarantee.

The guarantee shall be in one of the following formats, with the form, amount and provider being subject to approval by the Development Engineering Division Manager or Designee.

A. Cash in the amount of 115% of the estimated cost of the Land Improvements remaining to be completed.

B. A performance letter of credit, in substantially the form attached as Appendix C, in the amount of 115% of the estimated cost of the Land Improvements remaining to be completed, issued by a sound and reputable banking institution authorized to do business in the state of Illinois and meeting the criteria set forth below.

C. A surety bond in the amount of 115% of the estimated cost of the Land Improvements remaining to be completed, issued by a surety company authorized to do business in Illinois and meeting the criteria set forth below.

The form, amount and provider of the guarantee for completion shall be subject to the approval of the Director of Community Development, Development Engineering Division Manager or their Designee, and shall meet the following criteria:

A. Banks (for letters of credit): Each letter of credit shall be drawn on an institution 1) acceptable to the Director of Finance; 2) having assets of at least $10 Million; 3) having an office in the Chicago Metropolitan Area; and 4) that is a member of the Federal Deposit Insurance Corporation; or

B. Insurance Companies (for surety bonds): Must have an A.M. Best Company rating of Superior (A++ and A+), Excellent (A and A-), or Very Good (B++ and B+) (or equivalent).

Completed Land Improvements may be omitted from the amount of the guarantee. For purposes of this section, completed Land Improvements shall be those Land Improvements which have been previously accepted by the City Council, and, if applicable, conveyed to the City via a Bill of Sale substantially in the form set forth in Appendix C, pursuant to the terms and conditions of the Land Improvement Agreement.

The guarantee shall be accompanied by a Land Improvement Agreement in substantially the form set forth in Appendix D. The Mayor is authorized to execute a Land Improvement Agreement and authorization from the City Council is not required.

### 16.04.110 Construction of Land Improvements

A. The Subdivider shall not commence construction of any Land Improvements until the following conditions have been met:
   1. The Final Plat of Subdivision for at a minimum the first phase of the subdivision has been recorded.
   2. Final Engineering Plans have been approved in accordance with Section 16.04.090.
   3. A Guarantee for Completion of Land Improvements and Monuments/Benchmarks has been provided and a Land Improvement Agreement has been executed per Section 16.04.100.

B. No sanitary sewer or public water main construction shall commence until a permit is issued from the Illinois Environmental Protection Agency and a copy is filed with the City.

C. The Subdivider shall take care to avoid disturbance of lot and block corners and other survey points. Any such corners or points removed or disturbed shall be reestablished in their correct position and location before application is made for acceptance by the City.

D. No deviations from approved plans and specifications shall be made without prior approval of the Development Engineering Division Manager or designee.

### 16.04.120 Timing of Land Improvements

A. All Land Improvements shall be installed and completed within a period of two years after recording of the Final Plat of Subdivision, unless prior to the expiration of the two-year

period an extension of time is requested by the Subdivider and approved by the Director of Community Development or Designee. Failure to complete all of said Land Improvements within such two-year period or any extension thereof shall permit the City to utilize the guarantee to complete the Land Improvements. In the event of an extension of time, the Subdivider shall provide that the guarantee be in effect for the extended completion period. The amount of the guarantee shall be equal to the original amount (as reduced for completed Land Improvements pursuant to its terms and conditions, if applicable) plus an additional amount equal to the percentage increase in the ENR: Engineering News-Record 20 Cities Construction Cost Index, published weekly by McGraw Hill Information Systems Co., from the date of the original guarantee to the date of the extension approved by the City. In the event said index is no longer published, then the Consumer Price Index of the U.S. Department of Labor—Transportation Group, Chicago-Gary-Kenosha shall be used to calculate the increased amount. It shall be the Subdivider's responsibility to provide the appropriate documentation to the City regarding the index statistics.

B. In the event building permits have been issued for more than fifty percent of the lots, no extension of the time period shall be granted, except that the City Council may provide a time extension for completion of sidewalk, tree planting, and parkway restoration improvements.

C. In the event of failure to complete the Land Improvements in the required period, or any extension thereof, in addition to any other remedy the City may have, the City Council may direct that no further building permits be issued for property in such subdivision until acceptance or acknowledgement of completion by the City Council of the Land Improvements.

**16.04.130 Acceptance of Land Improvements**

All Land Improvements to be installed under the provisions of this Title and per the approved Final Engineering Plans shall be checked during the course of construction by, or at the direction of, the Development Engineering Division Manager or designee. Once all Land Improvements are approved, the Subdivider shall submit an executed Bill of Sale per Appendix C and, if applicable, a deed, for acceptance by the City Council. The City Council shall accept the Land Improvements via resolution. Approval of any Preliminary or Final Plat of Subdivision or Preliminary or Final Engineering Plans shall not constitute an acceptance by the City of any Land Improvement.

**16.04.140 Building Permits, Occupancy Permits, and Maintenance prior to Completion and Acceptance of Land Improvements**

A. The Subdivider shall be responsible for maintenance of all Land Improvements until final acceptance of the completed improvements by the City, as specified in the Land Improvement Agreement set forth in Appendix D.

B. No building permits within the subdivision shall be issued prior to: (1) approval of Final Engineering Plans and Final Plat and recording of the Final Plat for the phase or unit in which the permit is requested; (2) the establishment of paved access sufficient to provide access by emergency and inspection vehicles; and (3) the water system and fire hydrants being operable within the development to provide adequate fire flow. Determination of compliance with items (2) and (3) shall be made by the Director of Public Works, Director of Community Development and the Fire Chief.

C. No occupancy permit shall be issued for any building until: (1) the streets serving the lot(s) have been constructed to a minimum of a binder paving course and (2) all required land improvements serving the lot (including but not limited to water, sewer, storm sewer and stormwater facilities) have been installed and all public land improvements have been accepted by the City; however, public sidewalks, street trees, street lighting, and parkway seeding need not be completed prior to issuance of an occupancy permit, provided a guarantee for completion of these remaining improvements has been provided.

**16.04.150 Release of Guarantee for Completion**

The guarantee for completion of the Land Improvements shall be released only upon fulfillment of the following conditions:

A. The completion of the Land Improvements;

B. The submission of one (1) set of reproducible (mylar) as-built drawings of the Land Improvements;

C. A Bill of Sale for all Land Improvements that has been accepted by City Council;

D. The acceptance of the Director of Community Development or Development Engineering Division Manager or designee of a guarantee for maintenance of Land Improvements (See Appendix C). The guarantee shall be in one of the following formats:

1. Cash in the amount of 15% of the estimated cost or actual construction costs of the Land Improvements to be accepted or acknowledged as complete by the City.
2. A maintenance guarantee in the amount of 15% of the estimated cost or actual construction costs of the Land Improvements to be accepted or acknowledged as complete by the City, issued by a sound and reputable banking authorized to do business in the State of Illinois and meeting the criteria set forth below.
3. A surety bond in the amount of 15% of the estimated cost or actual construction costs of the Land Improvements to be accepted or acknowledged as complete by the City, issued by a surety company authorized to do business in the State of Illinois and meeting the criteria set forth below.

E. The form, amount and provider of the guarantee shall be subject to the approval of the Director of Community Development or Development Engineering Division Manager or Designee and shall meet the following criteria:

1. Banks (for letters of credit): Each letter of credit shall be drawn on an institution a) acceptable to the Director of Finance; b) having assets of at least $10 Million; c) having an office in the Chicago Metropolitan Area; and d) that is a member of the Federal Deposit Insurance Corporation; or
2. Insurance Companies (for surety bonds): Must have an A.M. Best Company rating of Superior (A++ and A+), Excellent (A and A-), or Very Good (B++ and B+) (or equivalent).

F. Acceptance of the Land Improvements by the City Council of the City, as set forth in Section 16.04.130.

Chapter 16.06

# PLAN SUBMITTAL REQUIREMENTS

**Sections**


| | |
|---|---|
| **16.06.010** | **Concept Plan** |
| **16.06.020** | **Preliminary Plat** |
| **16.06.030** | **Preliminary Engineering Plans** |
| **16.06.040** | **Final Plat** |
| **16.06.050** | **Final Engineering Plans** |


## 16.06.010 Concept Plan

The Subdivider shall submit the following information for a Concept Plan:

A. Name of Subdivider & Plan Preparer.
B. Name of proposed subdivision is shown.
C. North direction.
D. Date of preparation and/or date of revision.
E. Location map.
F. Total approximate acreage is shown.
G. Existing zoning classification.
H. Proposed Conditions:
   1. Block layout.
   2. Proposed lots – dimensions and area.
   3. Building locations.
   4. Building setback, in compliance with underlying or proposed zoning district.
   5. Sidewalks and pedestrian paths.
   6. Natural features to remain.
   7. Public areas, parks, school sites, natural spaces.
   8. Boundary lines of proposed subdivision.

## 16.06.020 Preliminary Plat

A. **General Requirements**
   1. All engineering and specifications shall be prepared by a Licensed Professional Engineer, and shall bear the engineer's signature and seal.
   2. All plans shall describe an adequate number of benchmarks, with elevations referenced to mean sea level and the City's Geodetic Control Station Network, so that elevations may be checked at any point without more than one setup of a surveyor's level.

B. **Required Information**

The Subdivider shall submit the following information to be clearly identified on the Preliminary Plat:

1. Name of proposed subdivision.
2. Location given by town, range, section, or other legal description.
3. Name and address of owner, trust, corporation or Subdivider having control of project.
4. Name and address of the designer.
5. North direction.
6. Date of preparation and/or date of revision.
7. Location map.
8. Total approximate acreage.
9. Existing zoning classification.

10. Boundary lines of proposed subdivision including all Section and corporate lines.
11. Proposed Conditions:
    a. Block layout.
    b. Proposed lots – dimensions and area.
    c. Rights-of-way.
    d. Proposed easements and easement provision language including, utility, drainage, stormwater.
    e. Chart listed on the plat clearly identifying the number of the easement and the areas in square feet of each easement.
    f. Building locations.
    g. Building setback, in compliance with underlying or proposed zoning district.
    h. Sidewalks and pedestrian paths.
    i. Natural features to remain.
    j. Public areas, parks, school sites, natural spaces.
    k. Proposed land use for each lot, parcel, or tract shall be indicated.

C. **Supplementary Materials**

In addition to the Preliminary Plat, the following supplementary materials shall be provided:

1. Plat of Survey clearly delineated the existing conditions on the proposed property including:
    a. Existing buildings and structures constructed on the property.
    b. Previously platted streets and other rights-of-way including, streets, railroads, utilities, and all easements located within boundaries of the proposed subdivision and located 100' or less outside the boundaries.
    c. Location of existing utilities including: water, sanitary, storm sewers, and culverts.
    d. Watercourses including streams, floodway, flood plains, and wetlands.
    e. Name and seal of registered land surveyor who prepared and monumented the survey and bench marks.
    f. Natural features.
2. Preliminary Engineering Plans as described in Section 16.06.030, "Preliminary Engineering Plans".
3. Traffic Study, unless it is determined by the Director of Community Development or Director of Public Works that a Traffic Study is not warranted.
4. Utility Capacity Study, unless it is determined by the Director of Community Development or Director of Public Works that a Utility Capacity Study is not warranted.
5. A copy of completed Land Use Opinion application as required by state law, as submitted to The Kane-DuPage Soil and Water Conservation District.
6. Outline of Protective Covenants, including provisions for maintenance of common space and open areas including stormwater management basins and landscaped areas.
7. A copy of the Endangered Species Consultation Agency Action (EcoCAT) to be filed with the Illinois Department of Natural Resources.
8. Any additional materials that the Community Development Director may, at his or her discretion, require.

## 16.06.030 Preliminary Engineering Plans

A. **General Requirements**

1. All engineering and specifications shall be prepared by a Licensed Professional Engineer, and shall bear the engineer's signature and seal.
2. All plans shall describe an adequate number of benchmarks, with elevations referenced to mean sea level and the City's Geodetic Control Station Network, so that elevations may be checked at any point without more than one setup of a surveyor's level.

B. **Required Information**

The Preliminary Engineering Plans shall contain the following information:

1. Existing Conditions:
   a. The following existing items, if within the boundaries of the subdivision, or located 100' or less outside the boundaries are shown:
   b. Boundary Lines of proposed subdivision, section and corporate lines.
   c. Previously platted streets and other rights-of-way, with improvements including location, widths, names, railroad rights-of-way, utility rights-of-way, and all easements.
   d. Existing Improvements such as, permanent buildings and structures, parks and other open spaces, sanitary sewers, water mains, culverts, storm sewers, pavements, etc.
   e. Topographic data is given in feet above mean sea level within the tract and to a distance of 100' beyond, watercourses, wetlands, and existing contours at vertical levels of not more than 2'.
   f. Survey Information - monuments and survey markers, bench mark.
   g. Natural features including watercourses, streams, swales, wetlands, floodplain, floodways and forested areas.
   h. Soil data.
2. Proposed Conditions:
   a. Streets, street types, and street names.
   b. Name.
   c. Block layout.
   d. Proposed lots – dimensions and area.
   e. Rights-of-way.
   f. All utility easements and purposes.
   g. Building locations.
   h. Building setback, in compliance with underlying or proposed zoning district.
   i. Sidewalks and pedestrian paths.
   j. Natural features to remain.
   k. Public areas, parks, school sites, natural spaces.
   l. Location of utilities:
      i. Water main layout.
      ii. Sanitary sewer layout.
      iii. Storm sewer layout.
      iv. Electric system.
   m. Source of domestic water supply.
   n. Provision for sewage disposal.
   o. Locations and typical street light detail, and Photometric Plan.
   p. Proposed topographic information (minimum one foot vertical), indicating:
      i. Changes in elevation.
      ii. Stormwater storage facilities normal water level, high water level, emergency overflow elevation, storage volumes, and overflow routes.
      iii. Retaining wall- extent, height, type and materials.
   q. Preliminary Stormwater Management Analysis and calculations.
3. All other items listed in the Preliminary Engineering Plan Checklist set forth in Appendix E.

## 16.06.050 Final Plat of Subdivision

A. **General Requirements**

1. All plats shall be prepared by a Professional Land Surveyor licensed by the State of Illinois, and shall bear the surveyor's signature and seal.
2. All plans shall describe an adequate number of benchmarks, with elevations referenced to mean sea level and the City's Geodetic Control Station Network, so that elevations may be checked at any point without more than one setup of a surveyor's level.

B. **Required Information**

The Final Plat of Subdivision shall be in substantial conformance with the Preliminary Plat of Subdivision, shall show the information as stated in Section 16.06.020, and shall include the following:

1. North direction.
2. Scale (minimum one inch equals 100 feet).
3. Section corners and section lines, tied into subdivision by distances and angles.
4. Official survey monuments shown and dimensioned.
5. All necessary easements shown and dimensioned.
6. An accurate legal description of the entire area receiving Final Plat of Subdivision approval.
7. Location and dimensions of the building lots, common permanent open space, existing permanent buildings, easements and rights-of-way.
8. An open space easement on the common area assuring that the open space shall remain open for perpetuity.
9. Building setback lines shown and dimensioned.
10. Lot areas.
11. Street names.
12. Areas to be dedicated or reserved for public use, which shall be described and the purpose designated.
13. Protective Covenants lettered on the Plat or appropriately referenced.
14. Required certificates, substantially in the form set forth in Appendix B:
    a. Surveyor's certificates (including signature and seal).
    b. Owner's certificate (including signature).
    c. Notary certificate (including signature and seal).
    d. County Clerk certificate (including signature).
    e. Certificate as to special assessments (including signature).
    f. Certificate of County Engineer, if applicable (including signature)
    g. Plan Commission certificate (including signature).
    h. Director of Community Development or Designee certificate (including signature).
    i. City Council certificate (including signature).
    j. Special Flood Hazard Area Certificate (including signature).
    k. Mortgagee Certificate (as required).
    l. IDOT Certificate (if applicable).
15. Final Engineering Plans per Section 16.06.060, "Final Engineering Plans."

C. **Additional Delineation**

Additional delineation shall be required on a Final Plat of Subdivision as follows:

1. Accurate angular and lineal dimensions for all lines, angles, and curvatures with functions used to describe all boundaries including perimeter survey of tract, streets, easements, areas to be reserved for public use, and other important features. Error of closure of boundary line surveys shall not exceed one in ten thousand (one foot for each ten thousand feet of perimeter survey). Lot lines to show dimensions in feet and hundredths, and when an angle occurs in any lot line between lot corners the measurement of the angle shall be shown.

2. An identification system for all lots and blocks.
3. True angles and distances to the nearest established street lines and official monuments (not less than two), which shall be accurately described in the plat by location, size and elevation.
4. Municipal, township, county, or section lines and section corners accurately tied to lines of the subdivision by distances and angles; if the section lines or corner lie within the subdivision.
5. Accurate locations of permanent monuments for any plats of subdivision, resubdivision or rededications shall be as follows:
   a. Pipes of three-fourths-inch diameter or steel rods of one-half-inch diameter, by eighteen-inch lengths, shall be placed at the corners of each lot and block, at angle points, and at the ends and suitable intervals along curves.
   b. A minimum of two (2) 2nd order Class II, Berntsen, or approved equal, permanent benchmarks shall be established at opposite extremities of the property, or as designated by the Director of Community Development or Designee. The benchmark shall include:
      i. 6 inch x 3 foot Schedule 40 PVC.
      ii. Access Cover - screw lock.
      iii. ¾ inch Aluminum Rod – driven till refusal.
      iv. 3 Foot Top Security Sleeve.
      v. Rod Magnet.
      vi. Spiral point.
      vii. Benchmark cap provided by the City of St. Charles.
      viii. Completion and submittal of City of St. Charles datasheet.
   c. All U.S., state, county, City, or other official benchmarks, monuments, or triangulation stations in or adjacent to the property shall be preserved in precise position.

## 16.06.060 Final Engineering Plans

### A. General Requirements

1. All plans and specifications shall be prepared by a Licensed Professional Engineer, and shall bear the engineer's signature and seal.
2. All plans shall describe an adequate number of benchmarks, with elevations referenced to mean sea level and the City's Geodetic Control Station Network, so that elevations may be checked at any point without more than one setup of a surveyor's level.

### B. Required Information

The Final Engineering Plans shall include the following in addition to the information required in the Section 16.08.030, "Preliminary Engineering Plans".

1. Title Sheet:
   a. Plans to be on 24-inch by 36-inch sheets.
   b. A title sheet shall be included with each set of plans and includes:
      i. Name of the subdivision and unit number.
      ii. Type of work covered.
      iii. Location map showing relation of area to be improved to streets
      iv. An index of sheets.
      v. A summary of quantities.
      vi. Name, address, and seal of Licensed Professional Engineer preparing the plans
      vii. Date of preparation and revisions, if any.
   c. Plan and profiles of proposed roadways and utilities as required by the Development Engineering Division Manager.

d. Horizontal scale shall be no less than 1 inch to 50 feet.
e. Vertical scale shall be no less than 1 inch to 5 feet.
f. Cross sections as required by the Development Engineering Division Manager.
    i. Horizontal and vertical scales are no less than 1 inch to 10 feet.
    ii. North direction is shown for each separate plan view.
g. An adequate number of bench marks shown with elevations referenced to Mean Sea Level and the City's Geodetic Control Network, to facilitate checking of elevations without more than one setup of a surveyor's level.
h. Delineation shown of all easements necessary to serve all lots with underground and overhead utilities, and to allow for perpetual maintenance of these facilities.

2. Sanitary Sewer Improvements
    a. An authorized Illinois Environmental Protection Agency Permit for the public sanitary sewer extensions or sewer connections as required by the IEPA shall accompany the plans.
    b. Sanitary sewer calculations, plans and specifications, including all standard details, shall be complete and conform to the minimum standards as set forth in Section 16.08.070.C, "Sanitary Sewer General Requirements" and the Engineering Design and Inspection Policy Manual.
3. Water Main Improvements
    a. An authorized Illinois Environmental Protection Agency permit for the public water main installation shall accompany the plans.
    b. Water distribution calculations, plans and specifications, including all standard details, shall be complete and conform to the minimum standards as set forth in Section 16.08.070.D, "Water Supply General Requirements" and the Engineering Design and Inspection Policy Manual.
4. Roadway, Storm Sewer, & Grading Improvements
    a. Street plans, specifications, and calculations including storm sewers, shall be complete and conform to the standards listed in Section 16.08.020, "Streets and Right-of-Ways" and the minimum standards set forth in the Engineering Design and Inspection Policy Manual.
    b. The location of streets and width of pavements shall conform to those indicated on the approved preliminary plan.
        i. Street plans shall show all horizontal and vertical alignment. Curve data for horizontal and vertical curves shall be included on the plan sheets.
    c. Plan shows curb, gutter, and sidewalk locations.
    d. Cross sections shall be submitted as necessary to indicate feasibility of proposed street elevations in relation to adjacent lot elevations, and include sidewalk location.
    e. Profiles shall be submitted for all paving centerlines and storm sewers per the standards set forth in the Engineering Design and Inspection Policy Manual. Profiles for sanitary sewer and water main shall be provided as required by the Development Engineering Division Manager.
    f. Storm sewer system, designed to comply with the standards set forth in the Engineering Design and Inspection Policy Manual.
    g. Storm sewer design calculations shall be submitted with the plans.
    h. Final Stormwater report and supporting calculations in compliance with Title 18, "Stormwater Management" of the St. Charles Municipal Code.
    i. Street signs shall be shown at all street intersections and meet the standards as set forth in the Engineering Design and Inspection Policy Manual.
    j. Soil Erosion and Sediment Control measures consistent with NPDES requirements, the City of St. Charles Engineering Design and Inspection Policy Manual, and the

Kane County Stormwater Ordinance as adopted by the City on November 13, 2008, as amended from time to time.

k. Landscaping and Tree Planting Plans depicting clearances from all utilities and appurtenances.

5. All other items listed in the Final Engineering Plans Checklist set forth in Appendix E.

Chapter 16.08

# SUBDIVISION DESIGN STANDARDS AND SPECIFICATIONS

**Sections**


| | |
|---|---|
| **16.08.010** | **Purpose** |
| **16.08.020** | **Streets and Rights-of-Way** |
| **16.08.030** | **Block Standards** |
| **16.08.040** | **Lot Standards** |
| **16.08.050** | **Parks and Other Public Areas** |
| **16.08.060** | **Easements** |
| **16.08.070** | **Public Utilities** |


## 16.08.010 Purpose

The following standards and specifications set forth in this chapter outline the manner in which land shall be subdivided and developed and the minimum required Land Improvements to provide orderly and consistent development within the City of St. Charles.

## 16.08.020 Streets and Rights-of-Way

A. Rights-of-way, Streets and associated improvements shall conform to the requirements established in Title 12, Chapter 12.30, "Street Improvements" of the St. Charles Municipal Code and the City's Engineering Design and Inspection Policy Manual.

B. The arrangement, character, extent, width, grade, and location of all streets shall conform to the Comprehensive Plan and shall be considered in relation to existing and planned streets, to reasonable circulation of traffic within the subdivision and adjoining lands, to topographical conditions, to runoff of stormwater, to public convenience and safety, and in their appropriate relations to the proposed uses of the area to be served.

C. Every street shall be dedicated as a public street.

D. No half width street improvements shall be permitted.

## 16.08.030 Block Standards

A. The maximum lengths of blocks shall be one thousand two hundred feet (1,200').

B. Blocks over nine hundred feet (900') long may require pedestrian ways at their approximate centers. Additional access ways to schools, parks, or other destinations may be required.

C. The shape of the blocks must fit readily into the overall plan of the subdivision and their design must consider topographical conditions, lot layout, traffic flow, and public open space areas.

## 16.08.040 Lot Standards

A. In general, lots should be as nearly rectangular in shape as practicable.

B. Sidelines of lots shall be at right angles or radial to the street line, or substantially so.

C. The minimum lot size and width dimensions shall comply with the requirements of Title 17, "Zoning" of the St. Charles Municipal Code.

D. Double frontage lots are not permitted except:

1. Where lots back upon an arterial street, and vehicular and pedestrian access between lots and the arterial street is prohibited; and
2. Where such lots shall have additional depth to allow for a protective screen planting along the arterial frontage.

E. Lots abutting upon a watercourse, drainage way, channel, wetland, or stream shall be of an additional depth or width to provide an acceptable building site.

**16.08.050 Parks and Other Public Areas**

Any area that is specifically designated in the Comprehensive Plan for a public park, playground, school or other public use, shall be reserved for such use on all subdivision plans and plats.

**16.08.060 Easements**

A. A minimum 10' wide perimeter utility and drainage easement shall be provided around each lot in a subdivision. Easements shall be provided for all overhead or underground utility services or surface water drainage where necessary. Where the side lot line of a detached single-family residential lot abuts the side lot line of another detached, single-family residential lot, the minimum easement width may be reduced to 5' on each lot so that the total easement width along the common lot line is 10' provided no utilities exist or are planned along the side lot line.

B. A drainage easement shall be provided where a watercourse, drainage way, channel or stream traverses a subdivision or where a wetland exists. The easement shall include an additional area at least fifteen feet (15') wide adjoining both edges of the area that has been affected by floodwaters or containing wetland conditions.

C. Easements shall be provided to protect existing drainage and utility installations that traverse the property.

D. All easement language on plats shall be as specified in Appendix B.

**16.08.070 Public Utilities**

A. **Oversizing of Utilities**

All public utilities shall be designed and located in a manner to serve all of the proposed development and any future development of the subject property or adjacent properties. If the City determines that over-sized water mains or any related appurtenances will be required to adequately service the proposed subdivision or development and future adjacent subdivision or development, it may require such over sizing, and all related appurtenances.

B. **Electric General Requirements**

1. Electric service lines shall be of adequate size to serve the entire proposed development.
2. Electric plans and installations, including all appurtenances thereto, shall conform to the standards and specifications established by the St. Charles Municipal Electric Utility and as set forth in the Engineering Design and Inspection Policy Manual.
2. Electric facilities and lines shall be installed to serve all properties in the subdivision.
3. The layout of all electric utilities shall comply with the City's system-wide plans for location and size.

C. **Sanitary Sewers General Requirements**

1. Sewers shall be of adequate size to serve the entire proposed development.
2. All sanitary sewer plans and installations, including all appurtenances thereto, shall conform to the standards and specifications set forth in the Engineering Design and Inspection Policy Manual.
3. Sanitary sewer lines shall be installed to serve all properties in the subdivision.
4. Main sewers shall be of adequate size to serve the entire subdivision, or the maximum capacity of any proposed lift station, whichever is greater.
5. The layout of trunk sewer lines shall comply with the City's system-wide plans for location and size.
6. Sanitary sewer service laterals shall be provided for each lot, parcel, tract, or building. The lateral shall extend to the right-of-way line.

D. **Water Supply General Requirements**

1. All water main plans and installations, including all appurtenances thereto, shall conform to the standards and specifications of the City as set forth in the Engineering Design and Inspection Policy Manual.
2. Water distribution facilities including all pipe, fittings, hydrants, valves, vaults, et cetera, shall be installed to serve all properties within the subdivision.
3. The layout of main water lines shall comply with the City's system-wide plans for location and size.
4. Water main pipe shall have a minimum diameter to satisfy fire flow requirements.
5. Provisions shall be made to provide service connections for each lot, property, tract, or building, and each connection shall extend to the right-of-way line.
6. Landscape plantings shall not interfere with operations and maintenance of water appurtenances. Trees shall not be planted within ten feet (10') of all hydrants, valve vaults, or curb boxes. Bushes and shrubs shall be maintained five feet (5') from water appurtenances. All other landscape plantings shall conform to the standards and specifications set forth in the Engineering Design and Inspection Policy Manual.

E. **Storm Sewer**

1. A complete storm drainage system including appropriate stormwater retention and detention facilities shall be constructed throughout the subdivision. The design of which shall comply with the standards established in Title 18, "Stormwater Management" of the St. Charles Municipal Code.
2. The stormwater drainage system shall be separate and independent of the sanitary sewer system.
3. Surface water drainage patterns shall be shown for each and every individual lot and block and shall conform to the standards and specifications of the City as set forth in the Engineering Design and Inspection Policy Manual.

Chapter 16.10

# DEDICATIONS

**Sections**


| | |
|---|---|
| **16.10.010** | **Applicability** |
| **16.10.020** | **Amendments to Preliminary Plan** |
| **16.10.030** | **Indemnification of City Required by School and Park District** |
| **16.10.040** | **Payment - Expenses** |
| **16.10.050** | **Dedication of Park Lands and School Sites, or Contribution of Fees In Lieu Thereof Required** |
| **16.10.060** | **Requirements for Park Land Dedications** |
| **16.10.070** | **Requirements for School Site Dedication** |
| **16.10.080** | **Criteria for Requiring a Cash Contribution In Lieu of Park and School Land** |
| **16.10.090** | **Amount of Cash Contribution** |
| **16.10.100** | **Criteria for Requiring Land and Cash** |
| **16.10.110** | **Calculation of Estimated Population** |
| **16.10.120** | **Reservation of Additional Land** |
| **16.10.130** | **Condition of Park and School Sites** |
| **16.10.140** | **Time of Conveyance** |
| **16.10.150** | **Payment of General Real Estate Taxes and Agricultural Rollback Taxes** |
| **16.10.160** | **Real Estate Conveyance Requirements** |
| **16.10.170** | **Real Covenant/Sale of Public Land** |
| **16.10.180** | **Private Recreational Areas In Lieu of Dedicated Park Land** |


## 16.10.010 Applicability

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

## 16.10.020 Amendments to Preliminary Plan

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

## 16.10.030 Indemnification of City Required by School and Park District

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

## 16.10.040 Payment - Expenses

By acceptance of land or cash, or both, pursuant to the provisions hereof, the School District or Park District as the case may be shall reimburse the City for all costs and expenses it incurs in connection with obtaining the land or cash required by this chapter. Payment of said amount shall be made to the City

within 30 days of the park or School District's a) receipt of the land or cash as provided herein, or b) the receipt of an invoice from the City, whichever occurs later.

**16.10.050 Dedication of Park Lands and School Sites, or Contribution of Fees in Lieu Thereof Required**

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

**16.10.060 Requirements for Park Land Dedications**

A. **Calculation of Requirement**

The estimated ultimate population of a proposed subdivision shall bear directly upon the amount of land required to be dedicated for park purposes. The minimum requirement shall be ten (10) acres of land per one thousand (1,000) of ultimate population in accordance with the standards hereinafter set forth.

B. **Park Site Size and Location Standards**

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

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

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

**16.10.070 Requirements for School Site Dedication**

A. **Calculation of Requirement**

The estimated ultimate student population for grades K through 12 of the proposed subdivision shall bear directly on the amount of land required to be dedicated for school sites. The minimum requirement shall be .025 acres of land per elementary student, .0389 acres of

land per middle school student, and .072 acres of land per high school student in accordance with the following standards:

B. **School Site Size and Location Standards**

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

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

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

## 16.10.080 Criteria for Requiring a Cash Contribution In Lieu of Park and School Land

A. **When Cash Contribution Required**

When the subdivision is small and the resulting site is too small to be practical, or when available land is inappropriate for park or school sites, or when park or school sites have already been provided, the City Council may require the payment of cash contributions in lieu of the required land. The City Council shall determine whether land or cash will be required when it approves the preliminary plan, and may consider the recommendation of the appropriate park or School District in making such determinations. When the Park District or School District has refused to accept a land contribution, the City Council may require a cash contribution.

B. **Payment Of Park Contribution**

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

C. **Use of Contribution by Park District**

1. The cash contribution in lieu of park land shall be used solely for the acquisition of park land which will serve the immediate or future needs of the residents of the subdivision for which the contribution was received, or the improvement of existing park land which will serve such needs; provided, however, any expenditure of funds for land or improvements shall satisfy all applicable statutory criteria and specifically the provisions of 65 ILCS 5/11-12-4, *et seq.*, as amended.

   Annexation agreements entered by the City pursuant to 65 ILCS 5/11-15.1-1, as amended, with respect to land to be zoned to include residential uses for which this Chapter applies, shall include a provision that all cash received for the Park District may be used by the Park District for land acquisition, building construction, site improvements, capital improvements, equipment, operations, or any other purpose which will serve the immediate or future needs of the residents of the subdivision for which the contribution was received.

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

D. **Payment of School Contribution**

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

E. **Use of Contribution by School District**

The cash contribution in lieu of school land shall be used solely for the acquisition of land for a school site to serve the immediate or future needs of the residents from the subdivision for which the contribution was received, or for the improvement of any existing school site which will serve such needs, but not for the construction of any school buildings, or additions thereto; provided, however, any expenditure of funds for school sites or improvements shall satisfy all applicable statutory criteria and specifically the provisions of 65 ILCS 5/11-12-4, *et seq.*, as amended.

Annexation agreements entered by the City pursuant to 65 ILCS 5/11-15.1-1, as amended, with respect to land to be zoned to include residential uses for which this Chapter applies, shall include a provision that all cash received for the School District may be used by the School District for land acquisition, building construction, site improvements, capital improvements, equipment, operations, or any other purpose which will serve the immediate or future needs of the residents of the subdivision for which the contribution was received.

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

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

### 16.10.090 Amount of Cash Contribution

The cash contribution in lieu of land shall be based on the fair market value of improved land within the subdivision. The fair market value of improved land for subdivisions to be developed within the City is hereby determined to be two hundred forty thousand five hundred dollars ($240,500.00) per acre, which shall be used in the calculation of the required cash contributions, except as follows:

A. The fair market value for subdivisions to be developed outside the corporate limits of the City of St. Charles but within the City's 1 ½ mile jurisdictional area is hereby determined to be one hundred seventy-five thousand dollars ($175,000).

B. If the City Council determines that the specifics of the subdivision so warrant, it may require a formal appraisal; if the Subdivider files a written objection to the use of the per acre value established herein, he shall submit a formal appraisal. Such appraisal shall show the fair market value of improved land in the area of the subdivision.

C. Final determination of the fair market value per acre of land shall be made by the City Council, based upon the appraisal or appraisals, and upon other information which may be submitted by the Park District, School District, or others. The Subdivider shall pay all appraisal fees.

### 16.10.100 Criteria for Requiring Land and Cash

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

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

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

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

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

**16.10.110 Calculation of Estimated Population**

The "Table of estimated ultimate population per dwelling unit," attached hereto as Exhibit E shall be used to calculate the amount of required park and school site land and cash contributions in lieu thereof. A written objection to Exhibit E may be filed by the Subdivider, or by the school or Park District, prior to City Council approval of the preliminary plan. Such objection shall include a demographic study showing the estimated ultimate population to be generated by the subdivision. Final determination of the estimated ultimate population shall be made by the City Council at the time of preliminary plan approval. It is recognized that population density, age distribution, and local conditions change over time, and that, therefore, Exhibit E is subject to periodic review and amendment as necessary.

**16.10.120 Reservation of Additional Land**

Whenever the St. Charles Comprehensive Plan, or the standards of the City, School District, or Park District call for a school or park site within a subdivision larger than the required land contribution, the land needed in addition to the required contribution shall be reserved on the final plat for subsequent purchase by the City, Park District, or School District. The City, Park District, or School District shall acquire the land so designated by purchase or commence proceedings to acquire such land by condemnation within one year from the date of recording of the final plat; if the land is not so acquired or condemnation proceedings are not so commenced within said one year period, the land so designated may then be used by the owners thereof in any other manner consistent with the St. Charles Municipal Code and compatible with said subdivision.

**16.10.130 Condition of Park and School Sites**

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

**16.10.140 Time of Conveyance**

The park and school sites required herein shall be conveyed to the appropriate park or School District grantee, as designated by the City, after City Council approval of the final plat and prior to the execution of the final plat of subdivision. The final plat shall not be executed by the mayor or recorded until the governing body of the Park District or School District, as the case may be, executes a written acceptance of the conveyance. Such acceptance of the conveyance shall not be deemed to constitute acceptance for purposes of maintenance. The Subdivider shall be responsible for maintaining the park and school sites until the land improvements upon and adjoining such sites are accepted by the City Council.

### 16.10.150 Payment of General Real Estate Taxes and Agricultural Rollback Taxes

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

### 16.10.160 Real Estate Conveyance Requirements

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

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

### 16.10.170 Real Covenant/Sale of Public Land

A. All conveyances of public land shall contain a restrictive covenant, in form approved by the City Council, running with and binding the public land conveyed, providing for the sole and continued use of said real estate as public land, subject to the provisions hereof, in perpetuity, unless the City Council approves the removal of said covenant. The owner of the public land and the City of St. Charles, their successors and assigns, shall have the right to enforce said restrictive covenant. In the event either the School District or Park District desires to sell any public land obtained under the provisions hereof, it shall first direct written notice, certified mail, return receipt requested, to the nonselling district and City. The written notice shall contain a legal description and plat of the public land and statement that the owner thereof desires to sell the public land described. Upon receipt of the written notice, the following options are provided and granted:
    1. The nonselling district shall have the exclusive option to purchase the public land described, for the thirty-day period next following receipt of the notice.
    2. In the event the nonselling district fails to exercise its option within the thirty-day time period, the City shall have exclusive option to purchase the public land described, at no cost, for the thirty-day period next following expiration of the initial thirty-day period.

B. Any option shall be exercised by directing written notice to the owner of the public land, certified mail, return receipt requested. In the event both the nonselling district and the City fail to exercise their options, the owner of the public land may, for a one-year period thereafter, sell the public land described in the written notice to any third party, subject to the requirements of law.

C. In the event any public land is sold to a third party pursuant to the terms of this chapter, the restrictive covenant which binds the public land shall be released and removed by the City.

D. The cash received by the School District as a result of the sale of public land shall be held in a separate trust account, and shall be used solely in accordance with the provisions of Paragraph 16.10.090 (E) above.

E. The cash received by the Park District as a result of the sale of public land shall be held in a separate trust account, and shall be used solely in accordance with the provisions of Paragraph 16.10.090(C) above.

**16.10.180 Private Recreational Areas In Lieu of Dedicated Park Land**

A. Private recreation areas and facilities may reduce the demand for local public recreational services. At the option of the City Council, a portion of the public park site requirement may be provided in the form of private recreation areas. The extent of same shall be determined by the City Council, based upon the needs of the projected residents, the extent to which the private recreation areas are available for use by the residents of the subdivision, and available park land in the general area.

B. In general, a substitution of private recreational areas for public park sites will require a substantially higher degree of improvement, such as the installation of recreational facilities and equipment by the Subdivider. Detailed plans of facilities to be installed shall be submitted with the preliminary plan and shall be subject to the review and approval of the City Council. Before any credit is given for private recreation areas, the Subdivider shall provide such guarantee that the private recreation areas will be permanently maintained for such use by the execution of such legal documents and the provision of such sureties as City shall request.

Chapter 16.12

# RULES AND DEFINITIONS

**Sections**


| | |
|---|---|
| **16.12.010** | **Rules of Construction** |
| **16.12.020** | **Definitions** |


## 16.12.010 Rules of Construction

The language set forth in the text of this Title shall be interpreted in accordance with the following rules of construction:

A. The singular number includes the plural and the plural singular;

B. The present tense includes the past and future tenses, and the future the present;

C. The word "shall" is mandatory, while the word "may" is permissive; the masculine gender includes the feminine and neuter;

D. Whenever a word or term defined hereinafter appears in the text of this Title, its meaning shall be construed as set forth in the definition thereof; and any word appearing in parenthesis, directly after a word herein defined, shall be construed in the same sense as that word;

E. All measured distances, expressed in feet, tenths, and hundredths.

## 16.12.020 Definitions

The words and terms set out in Title 16, wherever they occur, shall be construed and defined as follows:

**Block.** Any tract of land bounded by streets or by a combination of streets and public land, parks, cemeteries, railroad, rights-of-way, shoreline or waterway, boundary lines of a municipality or any other barrier to the continuity of development.

**Building Permit.** Written permission issued by the City of St. Charles Department of Community Development for the construction repair, alteration, or addition to a structure.

**Building Setback Line.** A line within a lot or other parcel of land, so designated on the preliminary plan, between which line and the adjacent street the erection of an enclosed structure is prohibited.

**Checklist.** A list of all necessary data and information required to be shown on or submitted along with each application, as appropriate.

**City.** The City of St. Charles, Kane and DuPage Counties, Illinois.

**Comprehensive Plan.** The official Comprehensive Plan for the City of St. Charles.

**Concept Plan.** Any and all information adequately delineating the concept of any proposed development as described in 16.04.060, "Concept Plan".

**Contractor.** See Section 12.30.030, Definitions A. "Contractor"

**Cul-de-sac.** A minor street having one open end and being permanently terminated at the other by a vehicular turnaround.

**Dedication.** The conveyance of a property by its owner to another party.

**Demographic Study**. A study of the estimated ultimate population expected to be generated by a proposed development, based upon empirical historical data from similar developments. Such a study shall take into consideration demographic changes over time, dwelling types, number of bedrooms, and the number of pre-school children, school age (grades K-12) children, and adults.

**Designee.** A Staff member or person designated by the person with authority to carry out duties in their place.

**Development Engineering Division Manager** – Designee of the Director of Community Development.

**Director of Community Development.** The Director of Community Development as defined in Title 2, "Administration and Personnel" Chapter 2.10, "Appointive Offices" of the St. Charles Municipal Code.

**Director of Public Works.** The Director of Public Works of the City as defined in Title 2, "Administration and Personnel" Chapter 2.10, "Appointive Offices" of the St. Charles Municipal Code.

**Easement.** A grant by a property owner of the specific use of land by others.

**Engineering Design and Inspection Policy Manual.** The official design and inspection manual for all publicly owned, sanitary, water utilities, street and stormwater facilities providing public benefit, as approved by the City Council and amended from time to time.

**Estate Streets.** Streets located in areas zoned "Residential Estate" per Title 17, "Zoning" of the St. Charles Municipal Code. Roadways in areas zoned "Residential Estate" may be constructed without combination curb and gutter provided the flow velocity of water in the ditches will not exceed four feet per second.

**Final Engineering Plan.** A set of plans, specifications, and calculations prepared by a registered engineer, showing in detail all data required in Section 16.06.060, "Final Engineering Plans" to construct land improvements.

**Final Plat of Subdivision.** A surveyor's plat of a proposed subdivision as described in Section 16.06.050, "Final Plat of Subdivision".

**Improved Land.** Land located within a development which has been improved by installation of the required land improvements.

**Land Improvements.** Any sanitary sewer, storm sewer and water systems, including all appurtenances thereto, retention and detention basins, grading and surface drainage ways and facilities, curbs, paving, streets, street lighting, sidewalks, street signs, seeding, and tree plantings.

**Land Improvement Agreement.** An acknowledgement executed by the Subdivider/Applicant accepting the responsibility for the installation of the Land Improvements as shown on the approved engineering plans and specifications and agreeing to furnish qualified field supervision of the installation of all Land Improvements in the person of a registered engineer approved by the City.

**Licensed Professional Engineer.** A person holding a current license to provide professional engineering services in the State of Illinois.

**Lot.** A portion of a subdivision or other parcel of land intended as a unit for the purpose whether immediate or future, of transfer or ownership or for building development.

**Owner.** Any individual, firm, association, partnership, corporation, trust, or any other legal entity having sufficient proprietary interest in the land sought to be subdivided to commence and maintain proceedings to subdivide the same under this Title.

**Park District**. The St. Charles Park District, Kane and DuPage Counties, Illinois, or any public Park District within which a development or part of a development is located.

**Person.** Any individual, firm, association, partnership, corporation, trust, or any other legal entity.

**Plan Commission.** The Plan Commission of the City, as defined in Title 2, "Administration and Personnel" Chapter 2.28, "Plan Commission" of the St. Charles Municipal Code.

**Planned Unit Development (PUD).** A unified development of one or more tracts of contiguous land in single or unified ownership where the specific requirements of a given zoning district may be modified if the application is processed and approved under the Planned Unit Development procedure in Title 17, "Zoning".

**Preliminary Plat.** A surveyor's plat of a proposed subdivision (and related documents) as described in Chapter 16.06.030, "Preliminary Plat".

**Preliminary Engineering Plan.** A set of plans, specifications, and calculations prepared by a registered engineer, showing in detail all data required in Section 16.06.040, "Preliminary Engineering Plans".

**Protective Covenants.** Contracts entered into between private parties and constitute a restriction on the use of all private property within a subdivision for the benefit of property owners and to provide mutual protection against undesirable aspects of development which would tend to impair stability of values.

**Public Land**. Real estate to be conveyed pursuant to the provisions hereof and to be utilized by the City, School District, and/or Park District for uses including, but not limited to, parks, recreational sites, lakes, storm water retention and detention areas, public forest areas, municipal service areas, public utility substations, storage areas and well sites, public natural resource areas, public golf course areas, school building sites, playgrounds and other similar uses.

**Right-Of-Way.** See Section 12.30.030. Definitions H. "Right-Of-Way".

**School District.** Community Unit School District No. 303, Kane and DuPage Counties, Illinois, or any public School District within which a development or part of a development is located.

**Soil and Water Conservation District.** The Kane-DuPage Soil and Water Conservation District.

**Street, Arterials.** Any streets primarily for through traffic, usually on a continuous route moving large volumes of traffic. Arterials should remain free flowing with limited access.

**Street, Collector.** Streets serving the internal traffic movement within and between neighborhoods of the City, and connecting Local Street with the arterials system.

**Street, Local.** Streets primarily for access to residences, businesses, residential lots, or other abutting property.

**Street width.** The shortest distance between lines delineating the right-of-way of a street.

**Subdivider and/or Applicant.** A record owner of the subject property, or a lessee, agent or contract purchaser with specific written authorization from the record owner, who commences proceedings under this Title.

**Subdivision.** 1) A described tract of land which has been or is to be divided into two (2) or more lots, parcels, or tracts, for the purpose of, either immediate or future transfer of ownership, lease, or building development, including a resubdivision for any such purpose, and 2) A planned unit development involving one or more parcels of land.

**Traffic Study.** An engineering study that evaluates the impact of a subdivision proposal upon the existing and proposed transportation network. This study shall be performed by a Licensed Professional Engineer. The study typically contains documentation of existing and proposed conditions, evaluation of impacts and recommendations to mitigate impacts.

**Utility Capacity Study.** An engineering study that evaluates the impact of a subdivision proposal upon the existing and proposed utility networks. This study shall be performed by a Licensed Professional Engineer. The study typically contains documentation of existing and proposed conditions, evaluation of impacts and recommendations to mitigate impacts.

**Utility.** Public improvements intended for the transference of public services such as water and sanitary sewers.

## APPENDIX A FEES – SCHEDULE

The following schedule of fees is established for the filling of applications and review of all subdivision plats, and for the inspection of subdivision and PUD construction:

**Filing Fees (payable when application is filed):**

Filing Fees are intended to cover the cost of providing information to the public about an application, distributing plans to City departments and other agencies, preparing agendas packets and minutes for the Plan Commission, City Council, and other applicable review bodies, and other administrative tasks.

The Subdivider shall pay the full filing fee for each category of petition or plan submitted as set forth in the following Fee Schedule. The fees set forth in the following fee schedule shall be in addition to those payable under any other provision of the St. Charles Municipal Code, as amended. Filing fees are payable upon filing of the application or petition.

Filing Fees for subdivisions and Planned Unit Developments that will be developed within the corporate limits of St. Charles:

| | |
|---|---|
| Subdivision Concept Plan | No fee |
| Preliminary Plan of Subdivision (not a PUD) | $500 |
| Preliminary Plan of Subdivision<br>or Resubdivision of a parcel of less than 3 acres (not a PUD) | $300 |
| Subdivision Final Engineering Plan | $300 |
| Final Plat (Subdivision or PUD) | $300 |
| Final Plat Minor Subdivision | $300 |
| PUD Concept Plan<br>PUD Preliminary Plan<br>PUD Final Engineering Plan | In accordance with Title 17 of the St. Charles Municipal Code (See Chapter 17.04 and Appendix B) |

2. Filing Fees for subdivisions that will be developed outside the corporate limits of St. Charles, within the 1½ mile jurisdictional area:

| | |
|---|---|
| Concept Plan (review of county application) | No fee |
| Preliminary Plan of Subdivision, 5 or more lots, with new public road construction | $300 |
| Preliminary Plan of Subdivision, 1 to 4 lots, with new public road construction | $200 |
| Preliminary Plan of Subdivision or Resubdivision, 1 to 4 lots, no new public road construction | No fee |
| Final Plat | $300 |

**APPENDIX B**
**FINAL PLAT OF SUBDIVISION CERTIFICATES (AS REQUIRED) AND EASEMENT PROVISIONS**

A. "SURVEYOR'S CERTIFICATE
STATE OF ILLINOIS )
COUNTY OF KANE ) ss.

"This is to certify that I, _____ Illinois Land Surveyor No. _____ , have surveyed and subdivided the following described property:
"Given under my hand and seal at _____, Illinois, this _____ day of _____, A.D. 20___."

Illinois Registered Land Surveyor
No._____ "

B. "OWNER'S CERTIFICATE
STATE OF ILLINOIS )
COUNTY OF KANE ) ss.

"This is to certify that the undersigned is the owner of the land described in the annexed plat, and that he has caused the same to be surveyed and subdivided as indicated thereon, for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the style and title thereon indicated.

Also, this is to certify that property being, subdivided aforesaid, and to the best of the owner's knowledge and belief, said subdivision lies entirely within the limits of:

St. Charles Community Unit School District 303

_____

_____

Dated this _____ day of _____ A.D. 20___."

C. "NOTARY CERTIFICATE
STATE OF ILLINOIS )
COUNTY OF KANE ) ss.

"I, _____, a notary public, in and for said county, in the state aforesaid, do hereby certify that _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such owners, 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 _____ day of _____, A.D. 20___, at _____, Illinois.

_____"
Notary Public

D. "COUNTY CLERK CERTIFICATE
STATE OF ILLINOIS )
COUNTY OF KANE ) ss.
"I, _____ County Clerk of Kane County, Illinois, do hereby certify that there are no delinquent general taxes, no unpaid forfeited taxes and no redeemable tax sales against any of the land included in the annexed plat.
"I further certify that I have received all statutory fees in connection with the annexed plat.
"Given under my hand and seal at _____, Illinois, this _____ day of _____, A.D. 20___.

_____"
County Clerk

E. "CERTIFICATE AS TO SPECIAL ASSESSMENTS
STATE OF ILLINOIS )
COUNTY OF KANE ) ss.
"I do hereby certify that there are no delinquent or unpaid current or forfeited special assessments or any deferred installments thereof that have not been apportioned against the tract of land included in the plat.

_____
Collector of Special Assessments

Dated at _____, Illinois, this _____ day of _____, A.D. 20___."

F. "COUNTY ENGINEER'S CERTIFICATE
"This plat has been approved by the Kane County Engineer with respect to roadway access to_____ pursuant to ILCS Chapter 765 Paragraph 205/2.
Dated this_____ day of _____, A.D. 20___."
County Engineer

Dated at _____, Illinois, this _____ day of _____, .D. 20___."

G. "PLAN COMMISSION CERTIFICATE
STATE OF ILLINOIS )
CITY OF ST. CHARLES ) ss.

"Approved this _____ day of _____, A.D. 20___.

CITY OF ST. CHARLES PLAN COMMISSION
_____"
Chairman

H. "DIRECTOR OF COMMUNITY DEVELOPMENT (or Designee)
CERTIFICATE
STATE OF ILLINOIS )
COUNTY OF KANE ) ss.

"I, _____, do hereby certify that the required improvements have been installed, or the required guarantee bond has been posted for the completion of all required land improvements.

_____
Director of Community Development

Dated at _____, Illinois, this _____ day of _____, A.D. 20___."

I. "CITY COUNCIL CERTIFICATE
"Approved and accepted this _____ day of _____, A.D. 20___."

CITY COUNCIL OF CITY OF
ST. CHARLES, ILLINOIS

_____
Mayor

ATTEST: _____"
City Clerk

J. "SPECIAL FLOOD HAZARD AREA CERTIFICATE
"This is to certify that the parcels included in this record of deed {are/are not} located in the Special Flood Hazard Area identified for the {City/village/county} of_____, Illinois by the Federal Emergency Management Agency on the Flood Insurance Rate Map, Panel No._____ Dated _____, 20___.
Illinois Registered Land Surveyor

No. _____ "

K. "MORTGAGEE'S CERTIFICATE
Accepted and approved by_____, as Mortgagee.

Dated at_____ , Illinois, this_____ day of , A.D., 20___ .

By:

Attest: _____ "

L. "ILLINOIS DEPARTMENT OF TRANSPORTATION
STATE OF ILLINOIS )
CITY OF ST. CHARLES ) ss.
This plat has been approved by the Illinois Department of Transportation with respect to roadway access pursuant of Section 2 of "An Act to revise the law in relation to plats, " as amended. A Plan that meets the requirements contained in the Department's "Policy on Permits for Access Driveways to State Highways" will, be required by the Department

Dated this _____ day of _____ , 20 ___

By: _____

M.

| |
|---|
| Please return the recorded Mylar to:<br><br>City of St. Charles<br>2. E. Main Street<br>St. Charles, IL 601714 |

## PUBLIC UTILITY EASEMENT PROVISIONS

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF ST. CHARLES AND TO ALL PUBLIC UTILITY COMPANIES OF ANY KIND OPERATING UNDER FRANCHISE GRANTING THEM EASEMENT RIGHTS FROM SAID CITY OF ST. CHARLES, INCLUDING BUT NOT LIMITED TO, AMERITECH AND NICOR AND TO THEIR SUCCESSORS AND ASSIGNS(HEREIN COLLECTIVELY REFERRED TO AS "GRANTEES"), IN, UPON, ACROSS, OVER, UNDER, AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "PUBLIC UTILITY EASEMENT" ON THE PLAT OF SUBDIVISION HEREON DRAWN FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RENEWING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING, AND MAINTAINING ABOVE GROUND AND UNDERGROUND ELECTRICAL SYSTEMS, CABLE TELEVISION, COMMUNICATION, GAS, TELEPHONE OR OTHER UTILITY LINES OR APPURTENANCES, SANITARY AND STORM SEWERS, DRAINAGE WAYS, STORM WATER DETENTION AND RETENTION, WATER MAINS AND ANY AND ALL MANHOLES, HYDRANTS, PIPES, CONNECTIONS, CATCH BASINS, BUFFALO BOXES AND WITHOUT LIMITATION, SUCH OTHER INSTALLATIONS AS MAY BE REQUIRED TO FURNISH PUBLIC UTILITY SERVICE TO ADJACENT AREAS TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE REAL ESTATE PLATTED HEREIN FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO MAKE ANY OR ALL OF THE ABOVE WORK. THE RIGHT IS ALSO HEREBY GRANTED TO SAID GRANTEES TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS THAT INTERFERE WITH THE OPERATION OF OR ACCESS TO SAID UTILITY INSTALLATIONS, WITHOUT LIMITATION, IN, ON, UPON OR ACROSS, UNDER, OR THROUGH SAID EASEMENTS. IN THE EVENT UTILITY MAINTENANCE IS PERFORMED WITHIN THE UTILITY EASEMENT, THE CITY OF ST. CHARLES WILL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION INCLUDING, BUT NOT LIMITED TO, THE RESTORATION, REPAIR, OR REPLACEMENT OF ANY LANDSCAPING PROVIDED, HOWEVER, THE GRANTEES SHALL BE OBLIGATED FOLLOWING ANY SUCH WORK, TO BACKFILL AND MOUND SO AS TO RETAIN SUITABLE DRAINAGE, REMOVE DEBRIS, AND LEAVE THE AREA IN GENERALLY CLEAN AND WORKMANLIKE CONDITION. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT THE EASEMENT AREAS MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, PAVING, FENCES, SIDEWALKS, CURBING, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE AFORESAID USES AND RIGHTS. WHERE AN EASEMENT IS USED FOR STORM OR SANITARY SEWERS, OTHER UTILITY INSTALLATIONS SHALL BE SUBJECT TO THE PRIOR APPROVAL OF SAID CITY OF ST. CHARLES SO AS NOT TO INTERFERE WITH THE GRAVITY FLOW IN SAID SEWER OR SEWERS. UTILITY INSTALLATIONS, OTHER THAN THOSE MANAGED BY THE CITY OF ST. CHARLES, SHALL BE SUBJECT TO THE APPROVAL OF THE CITY OF ST. CHARLES, AS TO DESIGN AND

LOCATION, AND ALL OTHER INSTALLATIONS ARE SUBJECT TO THE ORDINANCES OF THE CITY OF ST. CHARLES.

**PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS**

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF ST. CHARLES AND TO ALL PUBLIC UTILITY COMPANIES OF ANY KIND OPERATING UNDER FRANCHISE GRANTING THEM EASEMENT RIGHTS FROM SAID CITY OF ST. CHARLES, INCLUDING BUT NOT LIMITED TO, AMERITECH AND NICOR AND TO THEIR SUCCESSORS AND ASSIGNS (HEREIN COLLECTIVELY REFERRED TO AS "GRANTEES"), IN, UPON, ACROSS, OVER, UNDER, AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "PUBLIC UTILITY AND DRAINAGE EASEMENT" ON THE PLAT OF SUBDIVISION HEREON DRAWN FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RENEWING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING, AND MAINTAINING ABOVE GROUND AND UNDERGROUND ELECTRICAL SYSTEMS, CABLE TELEVISION, COMMUNICATION, GAS, TELEPHONE OR OTHER UTILITY LINES OR APPURTENANCES, SANITARY AND STORM SEWERS, DRAINAGE WAYS, STORM WATER DETENTION AND RETENTION, WATER MAINS AND ANY AND ALL MANHOLES, HYDRANTS, PIPES, CONNECTIONS, CATCH BASINS, BUFFALO BOXES AND WITHOUT LIMITATION, SUCH OTHER INSTALLATIONS AS MAY BE REQUIRED TO FURNISH PUBLIC UTILITY SERVICE TO ADJACENT AREAS TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE REAL ESTATE PLATTED HEREIN FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO MAKE ANY OR ALL OF THE ABOVE WORK. THE PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF ST. CHARLES AND THE RESPECTIVE SUCCESSORS AND ASSIGNS FOR MAINTAINING THE UNINTERRUPTED AND UNIMPEDED CONVEYANCE, FLOW AND RUNOFF OF SURFACE STORM WATER ACROSS AND UPON THE AREAS DESIGNATED ON THIS PLAT AS DRAINAGE EASEMENT. THE RIGHT IS HEREBY GRANTED TO SAID GRANTEES TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS THAT INTERFERE WITH THE DRAINAGE WAYS AND OPERATION OF OR ACCESS TO SAID UTILITY INSTALLATIONS, WITHOUT LIMITATION, IN, ON, UPON OR ACROSS, UNDER, OR THROUGH SAID EASEMENTS.

NO PERMANENT BUILDINGS, TREES, GARDENS, SHRUBS, OR BERMING SHALL BE PLACED ON OR IN SAID EASEMENTS, BUT THE EASEMENT AREAS MAY BE USED FOR PAVING, FENCES, SIDEWALKS, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE AFORESAID USES AND RIGHTS. WHERE AN EASEMENT IS USED FOR STORM OR SANITARY SEWERS, OTHER UTILITY INSTALLATIONS SHALL BE SUBJECT TO THE PRIOR APPROVAL OF SAID CITY OF ST. CHARLES SO AS NOT TO INTERFERE WITH THE GRAVITY FLOW IN SAID SEWER OR SEWERS. UTILITY INSTALLATIONS, OTHER THAN THOSE MANAGED BY THE CITY OF ST. CHARLES, SHALL BE SUBJECT TO THE APPROVAL OF THE CITY OF ST. CHARLES, AS TO DESIGN AND LOCATION, AND ALL OTHER INSTALLATIONS ARE SUBJECT TO THE ORDINANCES OF THE CITY OF ST. CHARLES.

FOLLOWING ANY WORK TO BE PERFORMED BY THE GRANTEES IN THE EXERCISE

OF ITS EASEMENT RIGHTS GRANTED HEREIN, THE GRANTEES SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION INCLUDING, BUT NOT LIMITED TO, THE RESTORATION, REPAIR, OR REPLACEMENT OF ANY LANDSCAPING PROVIDED, HOWEVER, THE GRANTEES SHALL BE OBLIGATED FOLLOWING ANY SUCH WORK, TO BACKFILL AND MOUND SO AS TO RETAIN SUITABLE DRAINAGE, REMOVE DEBRIS, AND LEAVE THE AREA IN GENERALLY CLEAN AND WORKMANLIKE CONDITION.

## STORMWATER DETENTION EASEMENT PROVISIONS

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

**PUBLIC ACCESS**

PERMANENT NON-EXCLUSIVE EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF ST. CHARLES, IN, UPON, ACROSS, OVER, UNDER AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "PUBLIC ACCESS EASEMENT" ON THE PLAT OF SUDIVISION HEREON DRAWN, FOR THE PURPOSE OF ACCESS TO CITY OWNED UTILITIES AND OTHER GRANTED EASEMENTS, AS DEEMED NECESSARY BY THE CITY OF ST. CHARLES. THE RIGHT IS ALSO HEREBY GRANTED TO SAID CITY TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS THAT INTERFERE WITH THE OPERATION OF OR ACCESS TO SAID UTILITY OR EASEMENT. NO PERMANENT BUILDINGS SHALL BE PLACED IN SAID EASEMENT, BUT SAME MAY BE USED FOR SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES AND RIGHTS.

## APPENDIX C – LETTER OF CREDIT TEMPLATE

### Performance Letter of Credit Template

*(FINANCIAL INSTITUTION LETTERHEAD)*

IRREVOCABLE LETTER OF CREDIT NO. _____
DATE: _____, 20__

BENEFICIARY: City of St. Charles ("City")
ATTN: Development Engineering Division Manager
2 East Main Street
St. Charles, IL 60174

FOR THE ACCOUNT OF: _____*(Developer)*_____
_____
_____
and
_____*(Owner)*_____
_____
_____

AMOUNT OF CREDIT: $_____
EXPIRY DATE: _____

Ladies and Gentlemen:

We hereby open our Irrevocable Standby Letter of Credit in your favor available by your draft on us at sight, signed by the Director of Public Works, City of St. Charles, bearing the clause "Drawn under (*Name of Bank*) Letter of Credit No._____ effective (*Date*)" accompanied by the following documents:

1. This original Letter of Credit and all amendment(s) thereto (if any).

2. A statement in duplicate signed by the Director of Public Works, City of St. Charles, reading as follows: "(*Name of Developer/Owner*) has failed to comply with any one or more of the following as such relates to the (*Name of Project*):

   a. The Land Improvement Agreement entered into by and between the City of St. Charles and (*Name of Developer/Owner*) on or about _____, 20__;

b. Any other applicable Agreement entered into by and between the City of St. Charles and (*Name of Developer/Owner*) or applicable completion date for the Land Improvements (as defined in the St. Charles Municipal Code) set forth in the St. Charles Municipal Code.

The funds claimed under this Letter of Credit are for the payment of the cost of construction of improvements according to the engineering plans prepared by (*Name of Engineering Firm*) and dated (*Date of Plans*), together with any amendments thereto approved by the City and/or reimbursement to the City of expenses or other costs as set forth in the Land Improvement Agreement."

Demands may be presented either in person or via mail or overnight courier; provided, however that payment under such draw will only be effected after receipt of original documents by (*Name of Bank*). Original documents are to be sent to: _____ (*Address of Bank*).

No consent by (*Name of Developer/Owner*) shall be required in order for the City to make demand hereunder.

_____ (*Name of Bank*) agrees that this Irrevocable Letter of Credit shall not be reduced or discharged except upon receipt of a certificate from the Director of Public Works for the City of St. Charles, or his designee, certifying that this Irrevocable Letter of Credit may be reduced and the amount by which it may be reduced. The outstanding balance of this Irrevocable Letter of Credit shall be the face amount of this Irrevocable Letter of Credit less any amount which is discharged upon certification of the Director of Public Works, or his designee, provided, however, the outstanding balance of this Irrevocable Letter of Credit shall not be reduced to less than 115% of the Development Engineering Division Manager's estimate of the cost of completion of all remaining Land Improvements until the St. Charles City Council has accepted all of the aforementioned Land Improvements and the Director of Public Works, or his designee, has certified that the City Council has released this Irrevocable Letter of Credit.

It is a condition of this Letter of Credit that it shall be automatically extended, without amendment, for additional periods of one year from the present and each future expiration date, unless we notify you in writing via Certified Mail, Return Receipt Requested, at least ninety (90) days prior to any given expiry date that we have elected not to renew this Letter of Credit for such additional period of time. Upon receipt of such notice, you may draw hereunder by means of the following:

1. Sight draft in accordance with the terms of this Letter of Credit;

2. This original Letter of Credit, and all amendment(s) thereto (if any);

3. A statement, signed by the Director of Public Works, City of St. Charles, reading as follows:

"(*Name of Bank*) has elected not to renew Letter of Credit No. _____ beyond its present expiration date and (*Name of Developer/Owner*) has failed to supply us with an acceptable replacement Letter of Credit and/or other acceptable substitute collateral."

We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit shall be duly honored on presentation. In the event that we do not make payouts in accordance with this Letter of Credit and the City of St. Charles is required to file a lawsuit to compel compliance with this agreement and shall prevail, we will be obligated to pay to the City of St. Charles its expenses and costs of litigation including attorneys' fees.

The undersigned institution hereby represents and warrants to the City that it has the full power, right and authority to deliver this Irrevocable Letter of Credit, that the same is within all lending limits of such institution, is in full conformity with all state and federal law, and that the same is binding in accordance with its terms on the undersigned institution. All acts, requirements and other preconditions for the issuance of this Irrevocable Letter of Credit have been completed.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 ("UCP 600") and to the Uniform Commercial Code-Letters of Credit, 810 ILCS 5/5-101 et seq., as amended, as in effect in the State of Illinois (UCC). In the event of conflict between UCP 600 and the UCC, UCP 600 shall govern.

*(FINANCIAL INSTITUTION)*

BY:_____

ATTEST:_____

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that _____ ("Seller"), in consideration of One ($1.00) Dollar and other good and valuable consideration, does hereby grant, sell, transfer and deliver unto the CITY OF ST. CHARLES, an Illinois municipal corporation in Kane County, Illinois, ("City") the following goods, chattels or other items of personal property, to wit:

ONE: Each and every part of a _____, as fully described in a certain set of plans and specifications attached hereto and incorporated herein as Exhibit "A".

TWO: The object of this Bill of Sale is to grant, sell, transfer and deliver to the CITY, with the exceptions noted, the ownership in all items of personalty, which comprise the _____ by SELLER to date within the CITY.

SELLER does hereby covenant and warrant to the CITY that SELLER is the lawful owner of the aforedescribed goods, chattels and personalty; that such items are free and clear from all encumbrances; that SELLER has the absolute right to sell the same as aforesaid; and that SELLER warrants and will defend the same against the claims and demands of all persons; and that the execution of this Bill of Sale is an authorized act of said SELLER.

IN WITNESS WHEREOF, SELLER has signed and sealed this Bill of Sale at _____, this _____ day of _____, 20_____.

(SELLER)

BY: _____

ATTEST:

_____

## Maintenance Letter of Credit Template

*(FINANCIAL INSTITUTION LETTERHEAD)*

IRREVOCABLE LETTER OF CREDIT NO. _____
DATE: _____, 20__

BENEFICIARY: City of St. Charles ("City")
ATTN: Engineering Dept.
2 East Main Street
St. Charles, IL 60174

FOR THE ACCOUNT OF: _____ *(Developer)*_____
_____
_____
and
_____*(Owner)*_____
_____
_____

AMOUNT OF CREDIT: $_____
EXPIRY DATE: _____

Ladies and Gentlemen:

We hereby open our Irrevocable Standby Letter of Credit in your favor available by your draft on us at sight, signed by the Director of Public Works, City of St. Charles, bearing the clause "Drawn under (*Name of Bank*) Letter of Credit No._____ effective (*Date*)" accompanied by the following documents:

1. This original Letter of Credit and all amendment(s) thereto (if any).

2. A statement in duplicate signed by the Director of Public Works, City of St. Charles, reading as follows: "(*Name of Developer/Owner*) has failed to comply with any one or more of the following as such relates to the (*Name of Project*):

   a. The Land Improvement Agreement entered into by and between the City of St. Charles and (*Name of Developer/Owner*) on or about _____, 20__;

   b. Any other applicable Agreement entered into by and between the City of St. Charles and (*Name of Developer/Owner*) or applicable completion date for the Land Improvements (as defined in the St. Charles Municipal Code) set forth in the St. Charles Municipal Code.

The funds claimed under this Letter of Credit are for the payment of the cost of construction of improvements according to the engineering plans prepared by (*Name of Engineering Firm*) and dated (*Date of Plans*), together with any amendments thereto approved by the City and/or reimbursement to the City of expenses or other costs as set forth in the Land Improvement Agreement."

Demands may be presented either in person or via mail or overnight courier; provided, however that payment under such draw will only be effected after receipt of original documents by (*Name of Bank*). Original documents are to be sent to: _____ (*Address of Bank*).

No consent by (*Name of Developer/Owner*) shall be required in order for the City to make demand hereunder.

_____ (*Name of Bank*) agrees that this Irrevocable Letter of Credit shall not be reduced or discharged except upon receipt of a certificate from the Director of Public Works for the City of St. Charles, or his designee, certifying that this Irrevocable Letter of Credit may be reduced and the amount by which it may be reduced. The outstanding balance of this Irrevocable Letter of Credit shall be the face amount of this Irrevocable Letter of Credit less any amount which is discharged upon certification of the Director of Public Works, or his designee, provided, however, the outstanding balance of this Irrevocable Letter of Credit shall not be reduced to less than 115% of the Development Engineering Division Manager's estimate of the cost of completion of all remaining Land Improvements until the St. Charles City Council has accepted all of the aforementioned Land Improvements and the Director of Public Works, or his designee, has certified that the City Council has released this Irrevocable Letter of Credit.

It is a condition of this Letter of Credit that it shall be automatically extended, without amendment, for additional periods of one year from the present and each future expiration date, unless we notify you in writing via Certified Mail, Return Receipt Requested, at least ninety (90) days prior to any given expiry date that we have elected not to renew this Letter of Credit for such additional period of time. Upon receipt of such notice, you may draw hereunder by means of the following:

4. Sight draft in accordance with the terms of this Letter of Credit;

5. This original Letter of Credit, and all amendment(s) thereto (if any);

6. A statement, signed by the Director of Public Works, City of St. Charles, reading as follows:

"(*Name of Bank*) has elected not to renew Letter of Credit No. _____ beyond its present expiration date and (*Name of Developer/Owner*) has failed to supply us with an acceptable replacement Letter of Credit and/or other acceptable substitute collateral."

We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit shall be duly honored on presentation. In the event that we do not make payouts in accordance with this Letter of Credit and the City of St. Charles is required to file a lawsuit to compel compliance with this agreement and shall prevail, we will be obligated to pay to the City of St. Charles its expenses and costs of litigation including attorneys' fees.

The undersigned institution hereby represents and warrants to the City that it has the full power, right and authority to deliver this Irrevocable Letter of Credit, that the same is within all lending limits of such institution, is in full conformity with all state and federal law, and that the same is binding in accordance with its terms on the undersigned institution. All acts, requirements and other preconditions for the issuance of this Irrevocable Letter of Credit have been completed.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 ("UCP 600") and to the Uniform Commercial Code-Letters of Credit, 810 ILCS 5/5-101 et seq., as amended, as in effect in the State of Illinois (UCC). In the event of conflict between UCP 600 and the UCC, UCP 600 shall govern.

(*FINANCIAL INSTITUTION*)

BY: _____

ATTEST: _____

## APPENDIX D – LAND IMPROVEMENT AGREEMENT

LAND IMPROVEMENT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20___, by and between the City of St. Charles, Kane and DuPage Counties, Illinois, a municipal corporation of the State of Illinois, having its principal offices at 2 E. Main Street, St. Charles, Illinois (hereinafter called the "City") and _____ (hereinafter called "Developer").

W I T N E S S E T H:

WHEREAS, on or about _____, 20__, Developer, as applicant, filed an application for _____ approval with respect to the property legally described on Exhibit "A", attached hereto which is, by this reference, incorporated herein ("Subject Realty") so as to permit the construction of _____; ("Project"); and,

WHEREAS, the City is willing to approve the Project provided that this Agreement is executed to insure the completion of certain improvements in accordance with applicable City ordinances and/or agreements between the City and Developer. The Project shall not be approved until this Agreement is executed.

NOW, THEREFORE, it is mutually agreed as follows:

1. Developer shall furnish, or cause to be furnished, at its own cost and expense, all the necessary materials, labor and equipment to complete the public and private onsite and offsite Land Improvements required by the St. Charles Municipal Code (the "City Code"), including but not limited to the following: Sanitary sewer, storm sewer and water systems, including all appurtenances thereto, retention and detention basins, grading and surface drainage ways and facilities, curbs, paving, streets street lighting, sidewalks, street signs, seeding, and tree plantings. All Land Improvements shall be constructed in accordance with the standards, specifications, and requirements of the City of St. Charles. Such Land Improvements are identified on the Final Engineering Plans ("Final Engineering Plans") prepared by _____, entitled _____, dated _____, 20__, and bearing the latest revision date of _____ 20__, consisting of _____ sheets, together with any amendments thereto approved by the City, and shall be constructed in a good and workmanlike manner and in accordance with all pertinent ordinances and regulations of the City and/or other agreements between the City and Developer.

2. Attached hereto as Exhibit "B" is a complete cost estimate for the construction of the required Land Improvements. The City Code and/or any applicable ordinance or agreement

provides that the Developer shall collateralize its obligation to construct all required Land Improvements. The Developer shall submit a Letter of Credit issued by a sound financial institution authorized to transact business and maintaining an authorized agent for service in the State of Illinois. Such Letter of Credit shall contain such terms and provisions as may be acceptable to the City Attorney of the City and shall be deposited with the City prior to the approval of the Final Plat of Subdivision by the City.

Said Letter of Credit shall be in a principal amount of not less than one hundred fifteen percent (115%) of the Developer's engineer's estimate (the "Engineer's Estimate"), as approved by the Development Engineering Division Manager, of the costs of all required Land Improvements to be constructed.

The Letter of Credit may provide for its reduction from time to time, based upon the Development Engineering Division Manager's determination of the value of any of the Land Improvements installed. The Development Engineering Division Manager's recommendation shall not be subject to question by the Developer. In no event shall the Letter of Credit be reduced to an amount less than one hundred fifteen percent (115%) of the Development Engineering Division Manager's estimate of the cost of completion of all remaining Land Improvements. So long as any portion of the Land Improvements remain uncompleted or unaccepted, the Developer shall not permit the Letter of Credit to expire, but shall, at least ninety (90) days prior to its expiration date, cause said Letter of Credit to be renewed. Failure of the Developer to renew said Letter of Credit shall be a breach of this Agreement. Any language in the Letter of Credit with respect to its reduction shall be subject to the approval of the City Attorney. In no event shall the Development Engineering Division Manager's authorization for a reduction to the Letter of Credit constitute final acceptance of any of the Land Improvements.

In the event that the Developer requests an extension of time to complete the Land Improvements, as described in Section 7 below, the Developer shall submit a new Letter of Credit in an amount equal to the original Letter of Credit (minus any reductions described in the preceding paragraph) plus an additional amount equal to the percentage increase in the ENR:Engineering News-Record 20 Cities Construction Cost Index, published weekly by McGraw Hill Information Systems Co., from the date of the original Letter of Credit to the date of the extension granted by the City. In the event said index is no longer published, then the Consumer Price Index of the U.S. Department of Labor—Transportation Group, Chicago-Gary-Kenosha shall be used to calculate the increased amount. In no event shall the amount of the Letter of Credit be lower than the original amount, other than to reflect reductions described in the preceding paragraph. It shall be the Developer's responsibility to provide the appropriate documentation to the City regarding the index statistics.

3. Developer shall furnish qualified field supervision for the installation of all Land Improvements in the person of a professional engineer licensed in the State of Illinois.

4. Developer will pay to the City all plan review, inspection and other fees as required by the City's form of Reimbursement of Fees Agreement executed by the Developer or otherwise required by the City Code.

5. The Developer shall furnish the City with evidence of liability insurance in the amount of at least $1,000,000/$5,000,000 covering the construction activities of the Developer contemplated by this Agreement. Such insurance shall be written by a company rated by Best Reporting Service A VI or better. Such certificate of insurance shall be deposited before the commencement of any work by the Developer. The policy shall provide a thirty (30) day "prior notice of termination" provision in favor of the City. Should the Developer allow such liability insurance to terminate prior to the final acceptance of all of the Land Improvements, the City may have recourse against the Letter of Credit for funds sufficient to cause the liability insurance to remain in effect until the final acceptance of all of the Land Improvements.

6. The Developer, by its execution of this Agreement, agrees to indemnify, hold harmless, defend, pay costs of defense, and pay any and all claims or judgments which may hereafter accrue against the City, or its agents, servants and employees, arising out of any of the Developer's construction activities contemplated by this Agreement.

7. Developer shall cause the Land Improvements to be completed, and as-built drawing tendered to the Development Engineering Division Manager, within two (2) years of the recording of the Final Plat of Subdivision for the Subject Realty, unless such time period is extended in writing by the City.

If work relating to the Land Improvements is not completed within the time prescribed herein, the City shall have the right, but not the obligation, to require completion by drawing on the Letter of Credit in addition to any other available remedies.

8. Upon completion of any Land Improvement and, further, upon the submission to the City of a certificate from the engineering firm employed by Developer stating that the said Land Improvement has been completed in conformance with this Agreement, the City Code, the final engineering Plans and Specifications relative thereto, any applicable agreements and all State and Federal laws and standards, the Development Engineering Division Manager shall, within twenty (20) days after the City receives the aforesaid certification from the Developer's engineer, either (i) recommend to the City's corporate authorities final acceptance of said Land Improvement, or (ii) designate in writing to Developer all corrections or alterations which shall be required to obtain a recommendation of final acceptance of said Land Improvement, specifically citing sections of the final engineering Plans and Specifications, the City Code or this Agreement, any applicable agreement or State or Federal law or standard, relied upon by said Development Engineering Division Manager. Should the Development Engineering Division Manager reject any Land Improvement, or any portion or segment thereof, for a recommendation of final acceptance, the Developer shall cause to be made to such Land Improvement such corrections or modifications as may be required by the Development Engineering Division Manager. The Developer shall cause the Land Improvement to be submitted and resubmitted as herein provided until the Development

Engineering Division Manager shall recommend final acceptance of same to the corporate authorities of the City and the corporate authorities shall finally accept same. No Land Improvement shall be deemed to be finally accepted until the corporate authorities shall, by appropriate resolution, finally accept same.

Upon completion and as a condition of final acceptance by the City, Developer agrees to convey and transfer those Land Improvements which are deemed to be public improvements to the City by appropriate Bill(s) of Sale.

9. The Developer guarantees that the workmanship and materials furnished under the final Plans and Specifications and used in said Land Improvements will be furnished and performed in accordance with well-known established practices and standards recognized by engineers in the trade. All Land Improvements shall be new and of the best grade of their respective kinds for the purpose.

All materials and workmanship shall be guaranteed by the Developer for a period of twelve (12) months from the date of final acceptance by the City.

To partially secure the Developer's guarantee, at the time or times of final acceptance by the City of the installation of any Land Improvement in accordance with this Agreement, Developer shall deposit with the City a Maintenance Letter of Credit in the amount of fifteen percent (15%) of the Engineer's Estimate of the Land Improvement finally accepted by the City, as such amount was adjusted under Section 2, if applicable. This Letter of Credit shall be deposited with the City and shall be held by the City.

The Developer shall make or cause to be made at its own expense, any and all repairs which may become necessary under and by virtue of this contract guarantee and shall leave the Land Improvements in good and sound condition, satisfactory to the City and the Development Engineering Division Manager, at the expiration of the guarantee period. In said event and at the expiration of such period, said Maintenance Letter(s) of Credit shall be returned to the Developer.

If during said guarantee period, any Land Improvement shall require any repairs or renewals, in the opinion of the Development Engineering Division Manager, necessitated by reason of settlement of foundation, structure or backfill, or other defective workmanship or materials, the Developer shall, upon notification by the Development Engineering Division Manager of necessity for such repairs or renewals, make such repairs or renewals, at its own cost and expense. Should the Developer fail to make such repairs or renewals within thirty (30) days of such notification, the City may cause such work to be done, either by contract or otherwise, and the City may draw upon said Maintenance Letter(s) of Credit to pay the entire cost or expense thereof, including attorneys' fees and consultants' costs. Should such cost or expense exceed the amount set forth in said Maintenance Letter(s) of Credit, the Developer will remain liable for any additional cost or expense incurred in the correction process.

10. The Developer shall furnish the City with copies of lien waivers showing that all persons who have done work, or have furnished materials under this Agreement and are entitled to a lien therefore under any laws of the State of Illinois, have been fully paid or are no longer entitled to such lien.

11. The Developer shall be responsible for the maintenance of the Land Improvements until such time as they are finally accepted by the City. This maintenance shall include routine maintenance, as well as emergency maintenance such as sewer blockages and water main breaks. Such maintenance shall be sufficient to render the Land Improvements compliant with the Plans and Specifications at the time of their final acceptance by the City.

The City at its sole discretion may accept partially constructed streets (where the surface course has not been placed). The Developer shall be responsible for all maintenance of partially constructed streets, including street sweeping and snow removal, until the streets are fully completed and accepted by the City. At all times, the Developer shall be responsible for removal of construction debris and waste related to the property being developed by the Developer.

12. Developer shall be responsible for any and all damage to the Land Improvements which may occur during the construction of the Project irrespective of whether the Land Improvements damaged have or have not been finally accepted hereunder. Developer shall replace and repair damage to the Land Improvements installed within, under or upon the Subject Realty resulting from construction activities by Developer, its successors or assigns and its employees, agents, contractors or subcontractors during the term of this Agreement, but shall not be deemed hereby to have released any other party from liability or obligation in this regard.

13. The rights and remedies of the City as provided herein, in the ordinances of the City and/or in any agreements between the City and Developer regarding the Project, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the City, and may be exercised as often as occasion therefor shall arise. Failure of the City, for any period of time or on more than one occasion, to exercise such rights and remedies shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent default. No act of omission or commission of the City, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release to be effected only through a written document executed by the City and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of the City's rights or remedies hereunder. Except as otherwise specifically required, notice of the exercise of any right or remedy granted to the City is not required to be given.

14. From and after the date on which the Development Engineering Division Manager notifies the Developer, in writing, that the Developer is in default of any of its obligations under this Agreement, the Developer shall pay to the City, upon demand, all of the City's fees, costs and expenses incurred in enforcing the provisions of this Agreement against Developer, including,

without limitation, engineers' and attorneys' fees, costs and expenses, and, if any litigation is filed as part of such enforcement, any court costs and filing fees.

15. This Agreement shall be binding upon and inure to the successors and assigns of the parties to this Agreement. Notwithstanding the foregoing, this Agreement shall not be assigned by either party hereto without the prior written consent of the other party to this Agreement.

16. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and this Agreement may be enforced with that provision severed or as modified by the court.

17. This Agreement sets forth an agreement of the parties insofar as it specifically contradicts, modifies or amplifies any provision of the City Code. To the extent that this Agreement does not address an applicable provision of the City Code, the City Code shall continue to control the parties' activities contemplated by this Agreement regardless of the fact that the City Code has not been addressed within the specific terms of this Agreement.

18. This Agreement shall be in full force and effect from the date set forth above until the maintenance and guarantee period for each any every Land Improvement terminates.

19. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

20. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. City at:

City St. Charles
2 E. Main Street
St. Charles, Illinois 60174

B. Developer at:

_____
_____
_____

21. This Agreement is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

CITY OF ST. CHARLES

By:_____
Mayor

ATTEST:

_____
City Clerk

DEVELOPER

By:_____
Its _____

ATTEST:

_____
Its _____

STATE OF ILLINOIS )
) SS.
COUNTY OF KANE )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ of _____, and _____, _____ of said company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said _____ then and there acknowledged that __he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument, as h___ own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20___.

_____

Notary Public

STATE OF ILLINOIS )
) SS.
COUNTY OF KANE )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, Mayor of the City of St. Charles, and _____, City Clerk of said City, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the said City Clerk then and there acknowledged that she, as custodian of the corporate seal of said City, did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of

_____, 20___.

_____

Notary Public

APPENDIX E Place Holder

# APPENDIX F

# CHECKLISTS

# DRAWING REQUIREMENTS / CHECKLIST
## ***Preliminary Engineering Plans***

ST. CHARLES
SINCE 1834

_____ _____
*Name of Subdivision* *Date of Submission*

*NOTE: To properly execute this checklist, the developer or his engineer shall:*

1. *Insert the required information.*
2. *Denote compliance with applicable ordinances by placing his initials in all spaces where applicable.*
3. *Denote those items, which the Subdivider considers "not applicable" to this particular subdivision by checking the box marked "N/A."*

***Format/Cover Sheet:***

| ***ITEMS TO BE INCLUDED*** | **Included** | | |
|---|---|---|---|
| | **Yes** | **No** | **N/A** |
| 1. Appropriate number of copies of preliminary plan submitted | ☐ | ☐ | ☐ |
| 2. Plans are prepared on 24-inch by 36-inch sheets | ☐ | ☐ | ☐ |
| 3. Plan scale is not less than 1" to 50' | ☐ | ☐ | ☐ |
| 4. Minimum profile scale is 1" to 50' horizontal and 1" to 10' vertical | ☐ | ☐ | ☐ |
| 5. A title sheet is included with each set of preliminary plans | ☐ | ☐ | ☐ |
| 6. Name of proposed subdivision is shown | ☐ | ☐ | ☐ |
| 7. Location given by town, range, section, or other legal description | ☐ | ☐ | ☐ |
| 8. Name and address of owner, trust, corporation or Subdivider having control of project is shown | ☐ | ☐ | ☐ |
| 9. Name and seal of registered engineer or surveyor who prepared topographic survey is shown | ☐ | ☐ | ☐ |
| 10. Name and address of the designer of the plan is shown | ☐ | ☐ | ☐ |
| 11. North direction is shown | ☐ | ☐ | ☐ |
| 12. Date of preparation and date of revision, if any, is shown | ☐ | ☐ | ☐ |
| 13. A location map is included indicating | ☐ | ☐ | ☐ |
| A. A scale of not less than 1" to 1000' | ☐ | ☐ | ☐ |
| B. Use of surrounding land | ☐ | ☐ | ☐ |
| C. Ownership of the surrounding land | ☐ | ☐ | ☐ |
| D. Alignment of existing streets | ☐ | ☐ | ☐ |

| | | | |
|---|---|---|---|
| E. Section and corporate lines | ☐ | ☐ | ☐ |
| 14. Boundary line of proposed subdivision is clearly shown | ☐ | ☐ | ☐ |
| 15. Total approximate acreage is shown | ☐ | ☐ | ☐ |
| 16. Existing zoning classification is indicated | ☐ | ☐ | ☐ |

***Existing Conditions:***

| ***ITEMS TO BE INCLUDED*** | **Included** | | |
|---|---|---|---|
| | **Yes** | **No** | **N/A** |
| A. Previously platted streets and other rights-of-way, with improvements, if any, indicating | ☐ | ☐ | ☐ |
| 1. location | ☐ | ☐ | ☐ |
| 2. widths | ☐ | ☐ | ☐ |
| 3. names | ☐ | ☐ | ☐ |
| B. Railroad rights-of-way, indicating | ☐ | ☐ | ☐ |
| 1. location | ☐ | ☐ | ☐ |
| 2. dimensions | ☐ | ☐ | ☐ |
| C. Utility rights-of-way, indicating | ☐ | ☐ | ☐ |
| 1. location | ☐ | ☐ | ☐ |
| 2. width | ☐ | ☐ | ☐ |
| 1. Types | ☐ | ☐ | ☐ |
| a. sewer | ☐ | ☐ | ☐ |
| b. water | ☐ | ☐ | ☐ |
| c. gas | ☐ | ☐ | ☐ |
| d. telephone | ☐ | ☐ | ☐ |
| e. electric | ☐ | ☐ | ☐ |
| f. other | ☐ | ☐ | ☐ |
| D. Parks and other open spaces indicating: | ☐ | ☐ | ☐ |
| 1. location | ☐ | ☐ | ☐ |
| 2. area | ☐ | ☐ | ☐ |
| E. Easements, indicating: | ☐ | ☐ | ☐ |
| 1. location | ☐ | ☐ | ☐ |
| 2. width | ☐ | ☐ | ☐ |
| F. Permanent buildings and structures, indicating: | ☐ | ☐ | ☐ |
| 1. location | ☐ | ☐ | ☐ |
| 2. setback lines | ☐ | ☐ | ☐ |
| 3. name of owners | ☐ | ☐ | ☐ |

| *ITEMS TO BE INCLUDED* | Included | | |
|---|---|---|---|
| | **Yes** | **No** | **N/A** |
| 4. Location | ☐ | ☐ | ☐ |
| 5. Size | ☐ | ☐ | ☐ |
| 6. Manholes | ☐ | ☐ | ☐ |
| 7. Material | ☐ | ☐ | ☐ |
| 8. Invert elevation at manholes | ☐ | ☐ | ☐ |
| G. water mains, indicating: | ☐ | ☐ | ☐ |
| 1. location | ☐ | ☐ | ☐ |
| 2. size | ☐ | ☐ | ☐ |
| 3. material | ☐ | ☐ | ☐ |
| 4. valves, indicating: | ☐ | ☐ | ☐ |
| a. valve manhole, or | ☐ | ☐ | ☐ |
| b. valve box | ☐ | ☐ | ☐ |
| 5. fire hydrants and auxiliary valves | ☐ | ☐ | ☐ |
| H. Culverts, indicating: | ☐ | ☐ | ☐ |
| 1. type | ☐ | ☐ | ☐ |
| 2. location | ☐ | ☐ | ☐ |
| 3. size | ☐ | ☐ | ☐ |
| 4. material | ☐ | ☐ | ☐ |
| 5. invert elevations | ☐ | ☐ | ☐ |
| J. storm sewers, indication | ☐ | ☐ | ☐ |
| 1. location | ☐ | ☐ | ☐ |
| 2. size | ☐ | ☐ | ☐ |
| 3. material | ☐ | ☐ | ☐ |
| 4. catchbasins | ☐ | ☐ | ☐ |
| 5. invert elevations | ☐ | ☐ | ☐ |
| K. Storm sewers, indicating: | ☐ | ☐ | ☐ |
| 1. location | ☐ | ☐ | ☐ |
| 2. size | ☐ | ☐ | ☐ |
| 3. material | ☐ | ☐ | ☐ |
| 4. catchbasin | ☐ | ☐ | ☐ |
| L. Watercourses, indicating: | ☐ | ☐ | ☐ |
| 1. type | ☐ | ☐ | ☐ |
| 2. high-water width and elevation | ☐ | ☐ | ☐ |
| 3. width of easement | ☐ | ☐ | ☐ |
| 4. location of easement | ☐ | ☐ | ☐ |

| *ITEMS TO BE INCLUDED* | Included Yes | No | N/A |
|---|---|---|---|
| 5. location | ☐ | ☐ | ☐ |
| 6. dimensions | | | |
| 7. FEMA floodplain | ☐ | ☐ | ☐ |
| 8. FEMA base flood elevations | ☐ | ☐ | ☐ |
| M. Rock outcrops, indicating | ☐ | ☐ | ☐ |
| 1. location | ☐ | ☐ | ☐ |
| 2. dimensions | ☐ | ☐ | ☐ |
| N. Monuments and survey markers, indicating: | ☐ | ☐ | ☐ |
| 1. location | ☐ | ☐ | ☐ |
| 2. type | ☐ | ☐ | ☐ |
| 18. **Topographic data is given in feet above mean sea level within the tract and to a distance of 100' beyond, indicating:** | ☐ | ☐ | ☐ |
| A. Existing contours at vertical levels of not more than 2' | ☐ | ☐ | ☐ |
| B. Bench mark, indicating: | ☐ | ☐ | ☐ |
| 1. Location | ☐ | ☐ | ☐ |
| 2. Description | ☐ | ☐ | ☐ |
| 3. elevation | ☐ | ☐ | ☐ |
| 19. **Soil Sampling and Testing reports used for compliance with IEPA CCDD** | ☐ | ☐ | ☐ |
| 20. **Soil bearing data is given, if required by Development Engineering, indicating** | ☐ | ☐ | ☐ |
| A. Location of Tests | ☐ | ☐ | ☐ |
| B. Depth of Tests | ☐ | ☐ | ☐ |
| C. Soil bearing Capacity | ☐ | ☐ | ☐ |
| D. Moisture content | ☐ | ☐ | ☐ |

***Proposes Conditions:***

| *ITEMS TO BE INCLUDED* | Included Yes | No | N/A |
|---|---|---|---|
| A. Layout of streets, indicating: | ☐ | ☐ | ☐ |
| 1. Collector streets, indicating | ☐ | ☐ | ☐ |
| a. 80' right-of-way width | ☐ | ☐ | ☐ |
| b. 39' roadway width, back to back of curbs (residential) | ☐ | ☐ | ☐ |
| c. 44' roadway width, back to back of curbs (industrial) | ☐ | ☐ | ☐ |
| 2. Minor streets, indicating: | ☐ | ☐ | ☐ |

| *ITEMS TO BE INCLUDED* | Included | | |
|---|---|---|---|
| | Yes | No | N/A |
| a. 32' roadway width, back to back of curbs | ☐ | ☐ | ☐ |
| 3. Cul-de-sac street, indicating | ☐ | ☐ | ☐ |
| a. 66' right-of-way width | ☐ | ☐ | ☐ |
| b. 33' roadway width, back to back of curbs (residential) | ☐ | ☐ | ☐ |
| c. 10' roadway width, back to back of curbs (industrial) | ☐ | ☐ | ☐ |
| d. The length does not exceed 500' unless there are less than 16 lots abutting the cul-de-sac street | ☐ | ☐ | ☐ |
| e. Terminus is circular, or nearly so, and right-of-way is at least 124' in diameter | ☐ | ☐ | ☐ |
| f. Terminus roadway width is 91' in diameter | ☐ | ☐ | ☐ |
| 4. Through street shown extended to boundaries of subdivision | ☐ | ☐ | ☐ |
| 5. Stormwater runoff pattern on paving | ☐ | ☐ | ☐ |
| B. Names of streets: | ☐ | ☐ | ☐ |
| 1. Not duplicating the name of any street heretofore used in the City or its environs, unless the street is an extension of any already existing street, in which case the name shall be used | ☐ | ☐ | ☐ |
| C. Street improvement plan showing location of all new street improvements, including those to the centerline of previously dedicated rights-of-way abutting the subdivision, in accordance with present City standards | ☐ | ☐ | ☐ |
| D. Utility easements | ☐ | ☐ | ☐ |
| 1. 10' at the rear of each lot and 5' on all side yards | ☐ | ☐ | ☐ |
| 2. Purpose is indicated | ☐ | ☐ | ☐ |
| E. Centerline profiles of all streets showing gradients not less than 0.5 percent and not more than | ☐ | ☐ | ☐ |
| 1. 5.0 percent on collector streets | ☐ | ☐ | ☐ |
| 2. 7.0 percent on minor streets | ☐ | ☐ | ☐ |
| 3. Location at approximately the center of blocks | ☐ | ☐ | ☐ |
| 4. Width not less than 8' | ☐ | ☐ | ☐ |
| 5. Shrub or tree hedge at side boundary lines | ☐ | ☐ | ☐ |
| G. Block layout, indicating | ☐ | ☐ | ☐ |
| 1. Blocks do not exceed 1200' in length | ☐ | ☐ | ☐ |
| 2. Additional access ways to parks, schools, etc., are shown in accordance with the plan commission's requirements | ☐ | ☐ | ☐ |
| 3. Blocks fit readily into the overall plan of the subdivision, with due consideration given to: | ☐ | ☐ | ☐ |

| *ITEMS TO BE INCLUDED* | Included | | |
|---|---|---|---|
| | Yes | No | N/A |
| a. lot planning | ☐ | ☐ | ☐ |
| b. traffic flow pattern | ☐ | ☐ | ☐ |
| c. public open space areas | ☐ | ☐ | ☐ |
| H. Lot layout, indicating | ☐ | ☐ | ☐ |
| 1. Lot dimensions | ☐ | ☐ | ☐ |
| 2. Lot areas, not less than those stipulated in the appropriate district regulations of the zoning ordinance (areas may be listed by schedule) | ☐ | ☐ | ☐ |
| 3. Building setback lines shown and properly dimensioned | ☐ | ☐ | ☐ |
| 4. Proposed land use | ☐ | ☐ | ☐ |
| 5. Lot numbers | ☐ | ☐ | ☐ |
| 6. Corner lots are sufficiently larger than interior lots to allow maintenance of building setback lines on both street frontages and still allow a buildable width equal to that of the smallest interior lot in the block (minimum width 90') | ☐ | ☐ | ☐ |
| 7. All lots abut a publicly dedicated street for a distance not less than the minimum width of the lot | ☐ | ☐ | ☐ |
| 8. Lots are as nearly rectangular in shape as is practicable | ☐ | ☐ | ☐ |
| 9. Lots are not less than 100' in depth, or 70' in width | ☐ | ☐ | ☐ |
| 10. Lot lines are substantially at right angles to the street lines and radial to curved street lines | ☐ | ☐ | ☐ |
| 11. Double frontage lots only where | ☐ | ☐ | ☐ |
| a. lots back upon an arterial street and front on an access street | ☐ | ☐ | ☐ |
| b. topographic or other conditions make subdividing otherwise unreasonable | ☐ | ☐ | ☐ |
| c. lot can be made an additional 20' deeper than average | ☐ | ☐ | ☐ |
| d. a protective screen planting is indicated on one frontage | ☐ | ☐ | ☐ |
| a. additional width and depth to provide an acceptable building site | ☐ | ☐ | ☐ |
| b. width of easement is at least 15' wider on each side of watercourse at high-water level | ☐ | ☐ | ☐ |
| 13. Due regard for natural features, such as: | ☐ | ☐ | ☐ |
| a. Trees | ☐ | ☐ | ☐ |
| b. Watercourses | ☐ | ☐ | ☐ |
| c. Historic item | ☐ | ☐ | ☐ |
| d. Other similar conditions | ☐ | ☐ | ☐ |
| I. Areas intended to be dedicated for public use, indicating: | ☐ | ☐ | ☐ |
| 1. Plan conforms to general development plan of the City | ☐ | ☐ | ☐ |

| *ITEMS TO BE INCLUDED* | Included | | |
|---|---|---|---|
| | Yes | No | N/A |
| 2. Acreage | ☐ | ☐ | ☐ |
| J. Source of domestic water supply, indicating: | ☐ | ☐ | ☐ |
| 1. Connection to existing water mains | ☐ | ☐ | ☐ |
| K. Provision for sewage disposal, indicating: | ☐ | ☐ | ☐ |
| 1. Connection to existing sanitary sewer mains | ☐ | ☐ | ☐ |
| L. School sites, indicating: | ☐ | ☐ | ☐ |
| 1. Location | ☐ | ☐ | ☐ |
| 2. Dimensions | ☐ | ☐ | ☐ |
| 3. Acreage | ☐ | ☐ | ☐ |
| M. Topographic information, indicating: | ☐ | ☐ | ☐ |
| 1. Proposed changes in elevation, 2' minimum contours | ☐ | ☐ | ☐ |
| 2. Stormwater storage facilities | ☐ | ☐ | ☐ |
| 3. normal water level (NWL) | ☐ | ☐ | ☐ |
| 4. high water level (HWL) | ☐ | ☐ | ☐ |
| 5. emergency overflow elevation | ☐ | ☐ | ☐ |
| 6. storage volumes | ☐ | ☐ | ☐ |
| 7. overflow routes | ☐ | ☐ | ☐ |
| N. Sanitary sewer layout, indicating: | ☐ | ☐ | ☐ |
| 1. Location | ☐ | ☐ | ☐ |
| 2. Size | ☐ | ☐ | ☐ |
| 3. Invert elevations at manholes | ☐ | ☐ | ☐ |
| 4. Manhole locations | ☐ | ☐ | ☐ |
| O. Water main layout, indicating: | ☐ | ☐ | ☐ |
| 1. Location | ☐ | ☐ | ☐ |
| 2. Size | ☐ | ☐ | ☐ |
| 3. Fire hydrants, spaced not more than 400' apart | ☐ | ☐ | ☐ |
| P. Storm sewer layout, indicating: | ☐ | ☐ | ☐ |
| 1. Location | ☐ | ☐ | ☐ |
| 2. Catchbasins at not more than 600' intervals | ☐ | ☐ | ☐ |
| 3. Stormwater is not carried across or around any intersection | ☐ | ☐ | ☐ |
| 4. Surface water drainage pattern for each individual lot and block | ☐ | ☐ | ☐ |
| Q. Street light layout, indicating: | ☐ | ☐ | ☐ |
| 1. Locations and typical street light detail, or | ☐ | ☐ | ☐ |
| 2. Statement by Subdivider that street lights will be installed in accordance with City standards | ☐ | ☐ | ☐ |

| ITEMS TO BE INCLUDED | Included Yes | No | N/A |
|---|---|---|---|
| F. Protection against obstruction of drainage easements | ☐ | ☐ | ☐ |
| 22. Typical street cross section, showing base construction, surfacing, concrete curb and sidewalk in accordance with the land improvements ordinance | ☐ | ☐ | ☐ |
| 23. Indication that sidewalks will be installed along all lot lines coincidental with street rights-of-way | ☐ | ☐ | ☐ |
| 24. Indication on drawings or by certificate that Subdivider is aware of his responsibility for installation of street signs, and for seeding and tree planting in all parkways. | ☐ | ☐ | ☐ |
| 25. Stormwater Management Report | ☐ | ☐ | ☐ |
| A. Narrative | ☐ | ☐ | ☐ |
| B. Methodology | ☐ | ☐ | ☐ |
| C. Required volume and proposed volumes | ☐ | ☐ | ☐ |
| D. Existing release rate and proposed release rate | ☐ | ☐ | ☐ |
| E. Overland flow route water surface elevations | ☐ | ☐ | ☐ |
| F. Watershed and sub-watershed delineation | ☐ | ☐ | ☐ |
| G. Basin sizing calculations | ☐ | ☐ | ☐ |
| H. Release structure / restrictor design calculations | ☐ | ☐ | ☐ |
| I. Wetland inventory and Wetland Delineation | ☐ | ☐ | ☐ |

Completed by: _____
*Name*

_____
*Title*

_____
*Organization / Company*

_____
*Date*

Reviewed by: _____
*Name*

_____
*Title*

_____
*Organization / Company*

_____
*Date*

# DRAWING REQUIREMENTS / CHECKLIST
## *Final Engineering Plans*

*PLEASE NOTE: These requirements are needed for Final Engineering Plans and are in addition to Preliminary Engineering Plan Drawing Requirements*

_____ _____

*Name of Subdivision* *Date of Submission*

**NOTE:** To properly execute this checklist, the developer or his engineer shall:

1. Insert the required information.
2. Denote compliance with applicable ordinances by placing his initials in all spaces where applicable.
3. Denote those items which the Subdivider considers "not applicable" to this particular subdivision by the abbreviation "N.A."

***Format / Cover Sheet:***

| *ITEMS TO BE INCLUDED* | Included Yes | No | N/A |
|---|---|---|---|
| 1. Plat has been submitted within 12 months of the date of approval by the City Council of the preliminary plan; | ☐ | ☐ | ☐ |
| 2. Plans are on 24-inch by 36-inch sheets. | ☐ | ☐ | ☐ |
| 3. A title sheet is included with each set of plans, and includes: | ☐ | ☐ | ☐ |
| 4. Name of the subdivision and unit number, | ☐ | ☐ | ☐ |
| A. Type of work covered, | ☐ | ☐ | ☐ |
| B. Location map showing relation of area to be improved to streets, | ☐ | ☐ | ☐ |
| C. An index of sheets | ☐ | ☐ | ☐ |
| D. A summary of quantities | ☐ | ☐ | ☐ |
| E. Name, address, and seal of registered engineer preparing the plans | ☐ | ☐ | ☐ |
| F. Date of preparation and revisions, if any, is shown | ☐ | ☐ | ☐ |
| 5. Plan and profiles are on federal aid sheets, plate I or II. | ☐ | ☐ | ☐ |
| A. Horizontal scale is no less than 1 inch to 50 feet | | | |
| B. Vertical scale is no less than 1 inch to 5 feet | ☐ | ☐ | ☐ |
| 6. Cross sections are plotted on federal aid sheets, plate III | ☐ | ☐ | ☐ |
| A. Horizontal and vertical scales are no less than 1 inch to 10 feet | ☐ | ☐ | ☐ |
| 7. North direction is shown for each separate plan view | ☐ | ☐ | ☐ |
| 8. An adequate number of bench marks are shown with elevations referenced to mean sea level, to facilitate checking of elevations without more than one | ☐ | ☐ | ☐ |

setup of a surveyor's level;

| | | | |
|---|---|---|---|
| 9. Delineation is shown of all easements necessary to serve all lots with underground and overhead utilities, and to allow for perpetual maintenance of these facilities; | ☐ | ☐ | ☐ |

***Sanitary Sewer Improvements:***

| *ITEMS TO BE INCLUDED* | Included Yes | No | N/A |
|---|---|---|---|
| 10. An authorized Illinois Environmental Protection Agency Permit for the sanitary sewer extension accompanies the plans; | ☐ | ☐ | ☐ |
| 11. Sanitary sewer plans and specifications are complete and conform to the standards and requirements of City of St. Charles Engineering Design and Inspection Policy Manual as revised or superseded and denote all of the following: | ☐ | ☐ | ☐ |
| A. All properties in the subdivision are served and house service connections are provided, | ☐ | ☐ | ☐ |
| B. The minimum size main is 8 inches I.D. | ☐ | ☐ | ☐ |
| C. The plan conforms to the overall City plan for any trunk sewers traversing the subdivision, | ☐ | ☐ | ☐ |
| D. The distance between manholes does not exceed 400 feet, | ☐ | ☐ | ☐ |
| E. The invert elevation of each manhole is shown, | ☐ | ☐ | ☐ |
| F. The grade of each section of sewer is shown by percentage in accordance with accepted engineering practice, | ☐ | ☐ | ☐ |
| G. Extra strength pipe and extra strength manhole wall construction is specified and shown on the plans and in the estimate of quantities where the depth of installation exceeds 12 feet, | ☐ | ☐ | ☐ |
| H. Profile of existing and proposed ground surfaces, | ☐ | ☐ | ☐ |
| I. Risers are shown for individual house service laterals where depth of main exceeds 12 feet, | ☐ | ☐ | ☐ |
| J. Pipe joints are of permitted type, | | | |
| K. Minimum manhole cover weights are correct: | ☐ | ☐ | ☐ |
| 1. 540 pounds in collector streets | ☐ | ☐ | ☐ |
| 2. 400 pounds in minor and cul-de-sac streets | ☐ | ☐ | ☐ |
| 3. 335 pounds in rear lot easements | ☐ | ☐ | ☐ |
| L. Specifications include provisions for checking of infiltration or exfiltration | ☐ | ☐ | ☐ |
| M. Standard details are shown and include: | ☐ | ☐ | ☐ |
| 1. Standard manhole | ☐ | ☐ | ☐ |
| 2. Drop Manhole | ☐ | ☐ | ☐ |
| 3. Standard Manhole | ☐ | ☐ | ☐ |
| 4. Standard riser | ☐ | ☐ | ☐ |

| | | | |
|---|---|---|---|
| 5. Standard Service Installation | ☐ | ☐ | ☐ |
| 6. Concrete cradle | ☐ | ☐ | ☐ |

***Water main Improvements:***

| ITEMS TO BE INCLUDED | Included Yes | No | N/A |
|---|---|---|---|
| 12. An authorized Illinois Environmental Protection Agency permit for the water main installation accompanies the plans; | ☐ | ☐ | ☐ |
| 13. Water distribution plans and specifications are complete and conform to City of St. Charles Engineering Design and Inspection Policy Manual as revised or superseded, and include all of the following: | ☐ | ☐ | ☐ |
| A. All properties in the subdivision are served and provisions are made for service connections within the property lines, | ☐ | ☐ | ☐ |
| B. The minimum size main is 8 inches I.D., 6" for hydrant leads, | ☐ | ☐ | ☐ |
| C. The plan conforms to the City's overall plan for any trunklines which might traverse the subdivision, | ☐ | ☐ | ☐ |
| D. Valve and hydrant spacing and location conform to the approved preliminary plan, | ☐ | ☐ | ☐ |
| E. Material and joint specifications comply with the City's standards, | ☐ | ☐ | ☐ |
| F. Specifications include provisions for testing and sterilization of all new water distribution facilities, | ☐ | ☐ | ☐ |
| G. Standard details are shown and include the following: | ☐ | ☐ | ☐ |
| 1. Valve manhole | ☐ | ☐ | ☐ |
| 2. Standard cover | ☐ | ☐ | ☐ |
| 3. Standard hydrant installation | ☐ | ☐ | ☐ |

***Roadway, Storm Sewer, & Grading Improvements:***

| ITEMS TO BE INCLUDED | Included Yes | No | N/A |
|---|---|---|---|
| 14. Street plans, including storm sewers, are complete and conform to the City of St. Charles Engineering Design and Inspection Policy Manual as revised or superseded, and include all of the following: | ☐ | ☐ | ☐ |
| A. The location of streets and width of pavements conform to those indicated on the approved preliminary plan | ☐ | ☐ | ☐ |
| B. Plan shows curb, gutter and sidewalk locations, and include the following information: | ☐ | ☐ | ☐ |
| 1. Corner curb radius is not less than 16 feet | ☐ | ☐ | ☐ |
| 2. Curve data for all horizontal curves | ☐ | ☐ | ☐ |
| 3. Direction of flow along all curbs | ☐ | ☐ | ☐ |

| ITEMS TO BE INCLUDED | Included Yes | No | N/A |
|---|---|---|---|
| 4. No surface water is carried across or around any street intersection, nor for a distance greater than 600 feet. | ☐ | ☐ | ☐ |
| C. Cross sections are submitted as necessary to indicate feasibility of proposed street elevations in relation to adjacent lot elevations, and include sidewalk location | ☐ | ☐ | ☐ |
| 1. Catchbasin invert elevations | ☐ | ☐ | ☐ |
| 2. Minimum pipe size is 12 inches I.D. (except that a lead from a single inlet may be 10 inches I.D.) | ☐ | ☐ | ☐ |
| 3. The grade of each section of sewer is shown by percentage in accordance with accepted engineering practice | ☐ | ☐ | ☐ |
| 4. Storm sewer elevations do not conflict with any other underground utilities | ☐ | ☐ | ☐ |
| 5. Storm sewer is connected with an adequate outfall | ☐ | ☐ | ☐ |
| 6. Curve data is given for vertical road curves, | ☐ | ☐ | ☐ |
| D. The storm sewer system is designed to provide sufficient capacity for the draining of upland areas contributing to the storm water runoff on the street | ☐ | ☐ | ☐ |
| 1. Storm sewer design computations are submitted with plans | ☐ | ☐ | ☐ |
| E. A surface water drainage pattern is shown for each block | ☐ | ☐ | ☐ |
| F. Material specifications comply with City standards and include: | ☐ | ☐ | ☐ |
| 1. paving base materials | ☐ | ☐ | ☐ |
| 2. paving surface materials | ☐ | ☐ | ☐ |
| 3. concrete | ☐ | ☐ | ☐ |
| 4. pipe materials, | ☐ | ☐ | ☐ |
| G. Typical cross sections and details include the following: | ☐ | ☐ | ☐ |
| 1. collector street | ☐ | ☐ | ☐ |
| 2. minor or cul-de-sac street | ☐ | ☐ | ☐ |
| 3. concrete curb and gutter | ☐ | ☐ | ☐ |
| 4. concrete sidewalk | ☐ | ☐ | ☐ |
| 5. standard manhole | ☐ | ☐ | ☐ |
| 6. standard cover | ☐ | ☐ | ☐ |
| 7. catchbasin | ☐ | ☐ | ☐ |
| 15. Street light plans are complete and conform to The City of St. Charles Engineering Design and Inspection Policy Manual as revised or superseded, and include the following: | ☐ | ☐ | ☐ |
| A. Pole locations, | ☐ | ☐ | ☐ |
| B. Spacing, | ☐ | ☐ | ☐ |
| C. Average maintained foot-candle illumination (calculated), | ☐ | ☐ | ☐ |
| D. Control system and wiring diagram, | ☐ | ☐ | ☐ |

| | | | |
|---|---|---|---|
| E. Typical section showing: | ☐ | ☐ | ☐ |
| 1. Type of base and pole | ☐ | ☐ | ☐ |
| 2. Bracket or arm | ☐ | ☐ | ☐ |
| 3. Luminaire, indicating type of lamp and wattage | ☐ | ☐ | ☐ |
| 4. Mounting height | ☐ | ☐ | ☐ |

| ***ITEMS TO BE INCLUDED*** | **Included** | | |
|---|---|---|---|
| | **Yes** | **No** | **N/A** |
| F. Removal of stumps, trees that cannot be saved, boulders, and all other similar items, | ☐ | ☐ | ☐ |
| G. Grading, installation of topsoil, and seeding or sodding, | ☐ | ☐ | ☐ |
| H. Planting of trees | ☐ | ☐ | ☐ |
| 16. Street signs are shown to be installed, at all street intersections not previously marked, in accordance with The City of St. Charles Engineering Design and Inspection Policy Manual as revised or superseded. | ☐ | ☐ | ☐ |

***Stormwater Management:***

| ***ITEMS TO BE INCLUDED*** | **Included** | | |
|---|---|---|---|
| | **Yes** | **No** | **N/A** |
| 17. Stormwater Management Report | ☐ | ☐ | ☐ |
| A. Narrative | ☐ | ☐ | ☐ |
| B. Methodology | ☐ | ☐ | ☐ |
| C. Required volume and proposed volumes | ☐ | ☐ | ☐ |
| 1. Stage storage chart on detention pond grading plan identifying, elevation, proposed volume and as-built volumes | ☐ | ☐ | ☐ |
| D. Existing release rate and proposed release rate, | ☐ | ☐ | ☐ |
| E. Overland flow route water surface elevations, | ☐ | ☐ | ☐ |
| F. Watershed and sub-watershed delineation, | ☐ | ☐ | ☐ |
| G. Basin sizing calculations, | ☐ | ☐ | ☐ |
| H. Release structure / restrictor design calculations, | ☐ | ☐ | ☐ |
| I. Wetland inventory and Wetland Delineation | ☐ | ☐ | ☐ |

Completed by:_____ Reviewed by: _____

*Name* *Name*

| | |
|---|---|
| *Title* | *Title* |
| *Organization / Company* | *Organization / Company* |
| *Date* | *Date* |

# DRAWING REQUIRMENTS / CHECKLIST
## ***Record Drawings (As-built Drawings)***

**THE RECORD DRAWINGS SHALL BE PREPARED BY THE ORIGINAL DESIGN ENGINEER AND INCLUDE THE COMPLETE SET OF APPROVED FINAL ENGINEERING DRAWINGS AND SHALL INCLUDE THE FOLLOWING INFORMATION:**

**General**:

☐ All sheets in approved Final Engineering Drawings shall be submitted and labeled as "Record Drawings" and dated.

☐ One (1) paper set of as-built drawings shall be submitted for review and comment.
***Once the as-built plans are approved***
- ***One (1) CD containing all electronic AUTOCAD (.dwg) or Microstation (.dgn) design file drawings,***
- ***One (1) set of signed and sealed mylars of approved as-built drawings, and***
- ***One (1) paper set of signed and sealed of approved as-built drawings for final record keeping shall be submitted.***

☐ Plans shall be signed and sealed by a Registered Professional Engineer with the following certificate.

**STATEMENT OF OPINION**

Pursuant to the St. Charles Municipal Code, I _____ , a registered Professional Engineer in the State of Illinois, hereby declare that these "Record Drawings" pertaining to (water main, sanitary sewer, storm sewer) (storm water management) (outdoor lighting) consisting of Sheets _____ and _____ included herewith, have been prepared for a certain project know as _____ _____ and contain information as obtained by the surveyor, _____, and the contractor, _____.

It is my professional opinion that these "Record Drawings" adequately depict the Record Drawing Information required by the City of St. Charles and substantiate that the improvements constructed as part of this project will function in substantial conformance to the design intent of the approved Engineering Plans.

Dated: _____

Signed: _____

Illinois Registration Number: _____

(SEAL)

☐ Plans shall note what record information is being submitted and the date of preparation.

☐ All utilities shall be labeled either as "Private" or "Public". It shall be noted somewhere on the as-built plans that "Private utility mains shall not be maintained by the City of St. Charles".

**Streets / Roadways:**

☐ T/C, center line, T/C grades at 50-foot centers.

☐ Verify grading in cul-de-sacs and at curb returns/intersections by comparing proposed and existing elevations at locations shown on Final Plans.

☐ Note extent of sidewalk construction at the time of drawing preparation.

☐ Note whether surface course is placed at time of drawing preparation.

**Storm Sewers**:

☐ Note changes in alignment or size of sewers or manholes due to field changes. Cross out approved conditions and add existing conditions.

☐ Rim and invert elevations for all pipes entering a structure. Cross out approved conditions and add existing information.

☐ Calculate revised pipe slopes and note on the plans.

☐ Denote location of stubs for sump service connections.

**Detention Pond / Drainage**

☐ Provide as-built topography for stormwater management basins (one {1} foot contour). ***Complete stage storage chart on the stormwater management basin as-built that compares the proposed stage storage volumes with as-built volumes.***

☐ Verify restrictor size and elevation. Cross out approved conditions and add existing conditions.

☐ Verify emergency overflow size and elevation. Cross out approved conditions and add existing conditions.

☐ Verify overflow swales and major drainage route grading by comparing approved and existing spot elevations.

☐ Provide revised calculations, includes modeling of As-built conditions, for any variances to the approved Final Engineering plans depicting that minimum detention volumes have been obtained or exceeded.

**Sanitary Sewers**:

☐ Note changes in alignment or size of sewers or manholes due to field changes. Cross out approved conditions and add existing conditions.

☐ Rim and invert elevations for all pipes entering a structure. Cross out approved conditions and add existing information.

☐ Calculate revised pipe slopes and note on the plans. Note size and location of services with a distance to nearest manhole.

**Water Main**:

☐ Note changes in alignment or size of mains due to field changes. Cross out approved conditions and add existing conditions.

☐ Rim and top of pipe elevations for all pipes entering a structure. Cross out approved conditions and add existing information.

☐ Note size and location of B-Boxes with two (2) physical ties to (in order of preference):
a) An above-ground physical element, i.e., fire hydrant, light pole, building corner.
b) A manhole or Valve Vault.
c) Property corners.

**Electric**:

☐ Location of streetlights and routing of cables feeding to transformers or secondary pedestals.

**Other Utilities (Gas, Phone, Cable)**:

☐ Location and routing of utilities servicing development.

**Exhibit B**

**(2012 Comprehensive Amendment to Title 12, "Streets, Sidewalks, Public Places and Special Events", Chapter 12.30, "Street Improvements of the St. Charles Municipal Code)**

# Chapter 12.30
# STREET IMPROVEMENTS

Sections:

12.30.010 Purpose
12.30.020 Other Permits
12.30.030 Definitions
12.30.040 Applicability
12.30.050 Standards for Street Design
12.30.060 Standards for Street Light systems
12.30.070 Traffic Signals
12.30.080 Storm Drainage System
12.30.090 Medians and Parkway Areas
12.30.100 Certification of Documents
12.30.110 Preliminary Engineering Plans and Final Engineering Plans
12.30.120 Plats of Dedication – Fees – Collateral
12.30.130 Variances
12.30.140 Responsibility
12.30.150 Interpretation
12.30.160 Arrogation and Greater Restrictions
12.30.170 Disclaimer of Liability
12.30.180 Penalty
12.30.190 Corrective Actions

## 12.30.010 Purpose

The purpose of the chapter is to provide standards for designing and constructing street improvements to enhance the safe passage of vehicular and pedestrian traffic; and to regulate, guide and control the development of street designations in such a manner as to manage and control traffic volumes, and the design and construction of street systems.

## 12.30.020 Other permits

Before starting any of the work regulated by this chapter, an applicant shall comply with the provisions of this Chapter and all other applicable provisions of the St. Charles Municipal Code relating to the submission and approval of preliminary and final subdivision plats, improvement plans, building and zoning permits, inspections, appeals and similar matters, and such State and Federal Statutes and Regulations as may be applicable.

## 12.30.030 Definitions

For the purposes of this chapter the following definitions are adopted:

A. **Contractor.** The individual, firm, partnership or corporation contracting with the developer for the construction of prescribed work.

B. **Developer.** The individual, firm, partnership or corporation planning, initiating and/or managing the street improvement which may be the owner of the land on which the improvement is being constructed.

C. **Curbing.** The portion of the street improvement primarily constructed to direct surface storm water to a collection point.

D. **Materials.** Any substances specified for use in the construction of the street improvement and its appurtenances.

E. **Median.** The portion of a divided street separating the traveled ways for traffic in opposite directions.

F. **Pavement Structure.** The combination of base, and surface course materials placed on a subgrade to support the traffic volume and weight for distribution to the roadbed.

G. **Plans.** The plans view, profiles, cross sections, working drawings and supplemental drawings, or exact reproduction thereof, which shows the location, character, dimensions and details of the work to be done.

H. **Right-of-way.** A strip of land occupied or intended to be occupied by a street, sidewalk and/or railroad, and by electrical transmission lines, oil or gas pipelines, water mains, sanitary or storm sewer mains, trees, and/or for other special uses. The usage of the term "right-of-way" for land-platting purposes shall mean that every right-of-way hereafter established and shown on a final plat is to be separate and distinct from the lots or parcels adjoining such right-of-way and not included within the dimensions or areas of such lots or parcels. Rights-of-way intended for streets, crosswalks, water mains, sanitary sewers, storm drains, trees, or any other use involving maintenance by a public agency shall be dedicated to public use by the make of the plat on which such right-of-way is established.

I. **Roadbed.** The graded portion of a street within side slopes, prepared as a foundation for the pavement structure and shoulders or curbing.

J. **Roadway.** The portion of the right-of-way within limits of construction.

K. **Shoulder.** The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

L. **Sidewalk.** That portion of the right-of-way primarily constructed for the use of pedestrians.

M. **Storm Drainage System.** Shall include but not be limited to storm sewer piping, catch basins, manholes, inlet grates and related appurtenances capable of collecting and transporting a 10-year storm frequency based on ISWS Bulletin 70 (dated 1989) rainfall intensities without street flooding or damage to property.

N. **Street.** That portion of the roadway primarily constructed for use of vehicles.

O. **Street Improvements.** Any work related to maintaining safe pedestrian and vehicular traffic, and enhancement of the right-of-way.

P. **Subgrade.** The top surface of a roadbed upon which the pavement structure and shoulders are constructed.

Q. **Utility.** The privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with the highway drainage, and other similar commodities, including combined antenna television cables and equipment, and publicly owned fire and police signal systems and street lighting systems, which directly or indirectly serve the public or any part thereof. The term

"utility" as the context shall require, shall also mean the utility company, inclusive of any wholly owned or controlled subsidiary.

R. **Work.** Work shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the project. (Ord. 1993-M-52 § 1.)

### 12.30.040 Applicability

This chapter shall apply to all subdivisions, Planned Unit Developments and Plats of Dedication for Streets, where an engineering plan is approved after the effective date of this chapter. This chapter shall also apply to an unsubdivided parcel of land or to a portion or all of subdivided area where street improvements are proposed.

### 12.30.050 Standards for Street Design

**A. General Requirements**

1. All streets shall be properly integrated with the existing and proposed systems of thoroughfares and dedicated right-of-way as established on a city designated official map and/or a city adopted Comprehensive Plan.
2. Rights-of-way and all road geometry shall be designed in accordance with the designations found in the Comprehensive Plan and shall conform to the dimensions as stated in the Engineering Design and Inspection Policy Manual.
3. No half width street improvements shall be permitted.
4. New streets shall not use the name of any street already used in the city or its environs, unless the street is an extension of an already named street or part of a through street.
5. All through streets shall be extended to the boundaries of the subdivision.
6. All street widths are measured from back to back of curbs, except Residential Estate area roadways, which are measured from edge to edge of driving surface.
7. Street signs shall be installed by the developer in accordance with current City standards. Should the City need to install any signs the developer shall be required to pay for the costs, including labor and materials, for these sign installations.

B. **Layout and Design**

1. All streets shall be properly related to special traffic generators such as industries, business districts, schools, churches, and shopping centers; to population densities; and to the pattern of existing and proposed land uses.
2. Minor or local streets shall be laid out to conform as much as possible to the topography, to discourage use by through traffic, to permit efficient drainage and utility systems, and to require the minimum number of streets necessary to provide convenient and safe access to property.
   (Ord. 2003-M-98 § 1; Ord. 1998-M-39 § 1; Ord. 1998-M-23 § 1; Ord. 1989-M-55 § 1.)
3. Intersections
   a The intersection of two streets shall form a 90 degree angle where the centerlines cross along tangent sections for each street. Where one of the street alignments is a horizontal curve, the tangent of the second street shall pass through the curve center of the intersecting street. At no time shall two curved streets intersect. See Table I in the Engineering Design and Inspection Manual for all Right-of-way width and pavement dimension requirements.

b Street intersections shall be designed to encourage safe and efficient traffic flow. The intersection of more than two streets shall be avoided. Should specific conditions of design indicate that the intersection of more than two streets is necessary; the developer shall obtain approval from the Director of Public Works prior to proceeding with Final Engineering Plans.

4. Cul-De-Sacs
   a No cul-de-sac street shall be more than five hundred feet (500') in length measured along its centerline from the street of origin to the end of its right-of-way, unless there are less than sixteen lots abutting the cul-de-sac street.
   b Each cul-de-sac shall have a terminus of nearly circular shape with a minimum diameter of one hundred twenty feet (120').
5. For temporary dead-end streets, a temporary T-shaped or circular turnaround is required at the street end. If no curb cuts for driveway access or other access are intended and if in accordance with generally accepted engineering principles no safety or maintenance problems are apparent as determined by the Director of Public Works, the director may waive the turnaround requirement. The turnaround surface shall be constructed of asphalt or concrete materials.
6. Combination concrete curb and gutter shall be constructed as part of the pavement, except for streets in areas zoned "Residential Estate" per Title 17, "Zoning." Roadways in areas zoned "Residential Estate" may be constructed without combination curb and gutter provided the flow velocity of water in the ditches will not exceed four feet per second.

## 12.30.060 Standards for Street Light Systems

A. **General Requirements:**
   1. Street light will be installed by Developers, including conductors, poles and fixtures, at all intersections and cul-de-sacs and at other locations, as necessary, along the city streets, in accordance with Standard Drawing No. 2 or No. 3.
   2. Developers shall be responsible for the design and installation of all street lighting systems within the city in full compliance with all applicable standards for performance necessary to ensure the security and safety of the public.
   3. The city shall have the right to review street lighting system designs submitted by Developers, in advance of such street light system installations, and to make modifications it considers necessary to ensure that the lighting systems are designed in compliance with the city's own requirements and standards of construction.
   4. Developers shall pay for all of the costs of construction, including labor and materials, as necessary for the successful installation of street lighting systems installed under the terms and conditions of this Ordinance.
   5. Variations from the requirements included as part of the Standard Drawings may be granted if in accordance with prudent engineering practices and if approved, in advance and in writing, by the Director of Public Works or his designee, and the City Council.
   6. Developers shall assume complete responsibility for the maintenance of developer-installed street lighting systems for a period of one-year from the date of initial energization.

7. After developer-installed lighting systems are installed and working for a full year, the City shall perform an end-of-year inspection of such facilities. If the City determines, during the course of the inspection of such facilities, that such systems are fully functional and operational, and in full compliance with the City's standards, the City shall have the right, but not the obligation, to retain ownership of such facilities, including perpetual responsibility for maintenance.

B. **Standards of Construction** All new street lighting systems installed within the city shall be designed and installed in accordance with the following general standards:
   1. Street lighting systems shall be designed in compliance with all applicable standards for performance necessary to ensure the security and safety of the public.
   2. The conductors for all new street lighting systems shall be installed exclusively underground.
   3. Street lighting system lighting standards shall be installed at or near lot lines or property lines, as the case may be, in an effort to keep the lighting standards as close as is practical to the source of power.
   4. Developer shall make all reasonable efforts, in the design of street lighting systems, to avoid the crossing of streets, sidewalks and driveways with lighting conductors.
   5. The Director of Public Works or his designee shall have the option of selecting Option No. 1 or Option No. 2 for the basic standard and luminaire selection for any new Development in accordance with the standards hereinafter set forth:

C. **Street Light Additions in Existing Overhead Areas**
This provision allows for the addition of street lights in existing overhead areas and may be of either standard street light design (STD. DRW. No. 2 or STD. DRW. No. 3) or may be mast arm mounted on a wood pole as determined by City staff and other facilities in the area. New light must be installed within City rights-of-way, along streets or alleys.
   1. If the new light is requested by a resident, the resident must obtain written approval from all other property owners within 300 feet of the location of the light. The cost of the light will be divided equally between the City and the requesting property owner/owners. The energy and maintenance will be supplied by the City as with other street lights.
   2. If the new light is requested by the City (by the Director of Public Works or designee) for security or other reasons, City staff will determine the appropriate location and type of street light and install at City's expense. Resident approval is not required by City requested lights.

**Option No. 1: As detailed in Standard Drawing No. 2. 12.30.050 (L)**
**Option No. 2: As detailed in Standard Drawing No. 3. 12.30.050 (L)**

## 12.30.070 Traffic Signals

The city may require the developer to install traffic signals at intersections in accordance with design standards of the Illinois Department of Transportation. Should traffic signals not be warranted immediately, but in the future not to exceed five years after 100% build out of the platted area, or if the intersection is not part of a subdivision plat within five years following the recording of the plat of street dedication, at the election of the city, the city and developer shall

enter into a signalization agreement, whereby the developer or a designated special service area would at a future date pay a portion of the cost of traffic signals. The need for traffic signals will be based upon Illinois Department of Transportation warrant standards.

**12.30.080 Storm Drainage System**

Storm Drainage Systems shall be installed including appropriate stormwater retention and detention facilities in accordance with Titles 16 and 18 of the St. Charles Municipal Code. The proposed storm drainage system shall discharge into an existing storm sewer or drainage way such that the existing system has adequate capacity for the additional flow and adequate provisions shall be made for surface overflow when the capacity for the additional flow and adequate provisions shall be made for surface overflow when the capacity of the storm drainage system is exceeded to ensure that buildings are not flooded or threatened by flooding.

**12.30.090 Median and Parkway Areas**

A. All parkways within the right-of-way shall be cleared of all stumps, rocks, trees that cannot be saved and construction debris and shall be graded with a minimum of four inches of topsoil and seeded or sodded.
B. Median and parkway areas shall provide for drainage to the storm drainage system.
C. Street trees shall be placed along the right-of-way in accordance with Chapter 12.20 "Trees and Shrubs".
D. The creation of land strips for landscaping or other purposes shall not be permitted adjacent to a proposed street right-of-way in such a manner as to deny access from adjacent property to such street right-of-way.
E. Disposal of excess material, excluding topsoil, shall be the responsibility of the contractor. Regarding excess topsoil, the city may elect to have the contractor, with developer approval, stockpile this material for municipal use at a later date. (Ord. 1993-M-51 § 1.)

**12.30.100 Certification of Documents**

All computations, plans and specifications prepared for compliance with this chapter shall be certified by a registered professional engineer, and a copy thereof submitted with the engineering plans for the street improvement.

**12.30.110 Preliminary Engineering Plans and Final Engineering Plans**

Preliminary and Final Engineering Plans are required for the (re)construction of all new or existing streets. Submitted plans shall conform with the requirements established in Title 16, Chapter 16.06, "Plan Submittal Requirements."

**12.30.120 Plats of Dedication - Fees - Collateral**

A. For all Subdivisions and Planned Unit Developments, the developer shall submit to the city a Final Plat of Subdivision for street improvements in accordance with the requirements of Title 16, "Subdivisions and Land Improvement." For all other types of proposed streets, the developer shall submit a Plat of Dedication in accordance with state statute.

B. The developer shall pay the city for all costs incurred in relation to the street improvement project including the following:
   1. Engineering review of the Preliminary and Final Engineering Plans, and construction inspection
   2. Court reporter fees.
   3. Recording fees.
C. The developer shall provide a guarantee for the payment and completion of the street improvements in accordance with Title 16, Section 16.04.100, "Guarantee for Completion of Land Improvements."

**12.30.130 Variances**

The city council may grant variances from the regulatory standards of this chapter, in lieu of any other variance procedure, in accordance with the following requirements:

A. Application: An application for a variation may be made by any person, firm or corporation, or by any office, department, board, bureau or commission of the city of St. Charles.
   An application for a variance is filed with the Director of Public Works. An application for a variation shall be on a form provided by the director of public works and shall contain all information required on such form including the following: Legal description of property for which a variation is requested;
   1. The requested variation identified;
   2. The reasons which applicant relies upon as justifying the requested variation;
   3. An 8-1/2" x 11" sketch of the property showing all lot lines, street improvements, and adjoining streets.
B. Notice of Hearing: No variation shall be granted by the city council except after a public hearing before the city council, of which there shall be a notice of the time and place of the hearing published at least once, no more than 30 days nor less than 15 days before the hearing, in one or more newspapers published in the city of St. Charles, Illinois.
C. Hearing: The city council shall hold a public hearing at which evidence in support of the variation may be presented by or on behalf of the applicant and any evidence presented by interested parties may be heard.
D. No variance shall be granted unless the applicant for the variance can demonstrate that:
   1. An exceptional economic hardship would result without the variance;
   2. The relief granted is the minimum necessary;
   3. There will be no threat to public safety or creation of a nuisance;
   4. No additional public expense will result;
   5. The property in question cannot yield a reasonable return if permitted to be used only under the condition allowed by the regulations governing the district in which it is located;
   6. The plight of the owner is due to unique circumstances, or;
   7. The variation, if granted, will not alter the essential character of the locality.

**12.30.140 Responsibility**

The administration of this chapter shall be the responsibility of the Director of Public Works.

### 12.30.150 Interpretation

In the interpretation and application of this chapter, the provisions expressed herein shall be held to be the minimum requirements and shall be liberally construed in favor of the city of St. Charles and shall not be deemed a limitation or repeal of powers granted by state statutes.

### 12.30.160 Abrogation and Greater Restrictions

It is not intended by this chapter to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this chapter imposes greater restrictions, the provisions of this chapter shall prevail.

### 12.30.170 Disclaimer of Liability

This chapter shall not create liability on the part of the city of St. Charles or any officer or employee thereof for any damages which may result from reliance on this chapter or on any administrative decision made thereunder.

### 12.30.180 Penalty

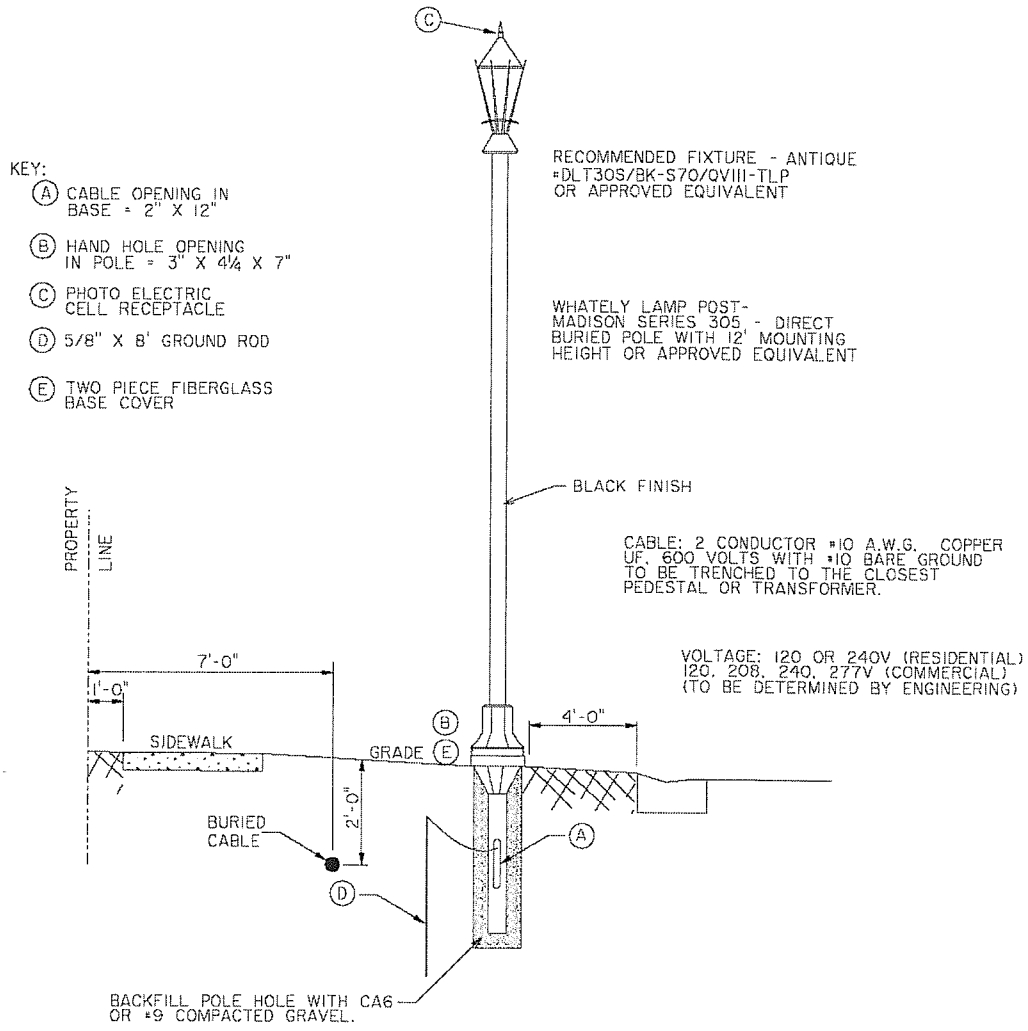
Any person who violates any provision of this chapter or fails to comply with any of its requirements shall upon conviction thereof be fined not more than $500 (Five Hundred Dollars), each day such violation continues shall be considered a separate offense.

### 12.30.190 Corrective Actions

Nothing herein contained shall prevent the city of St. Charles from taking such other action as it deems necessary to prevent or remedy a violation of this chapter.

DATE : 10-23-03
STD. DRW. NO. 2

# DECORATIVE STREET LIGHT STANDARD




## CITY OF ST. CHARLES

FILE: 3ELEVDETAILS\LITEPOLE.DGN

12.30.05(L)

(Ord. 2003-M-98 § 1; Ord. 1998-M-39 § 1; Ord. 1998-M-23 § 1.)

DATE : 10-23-03
STD. DRW. NO. 3

# ROADWAY
# STREET LIGHT INSTALLATION

POLE:

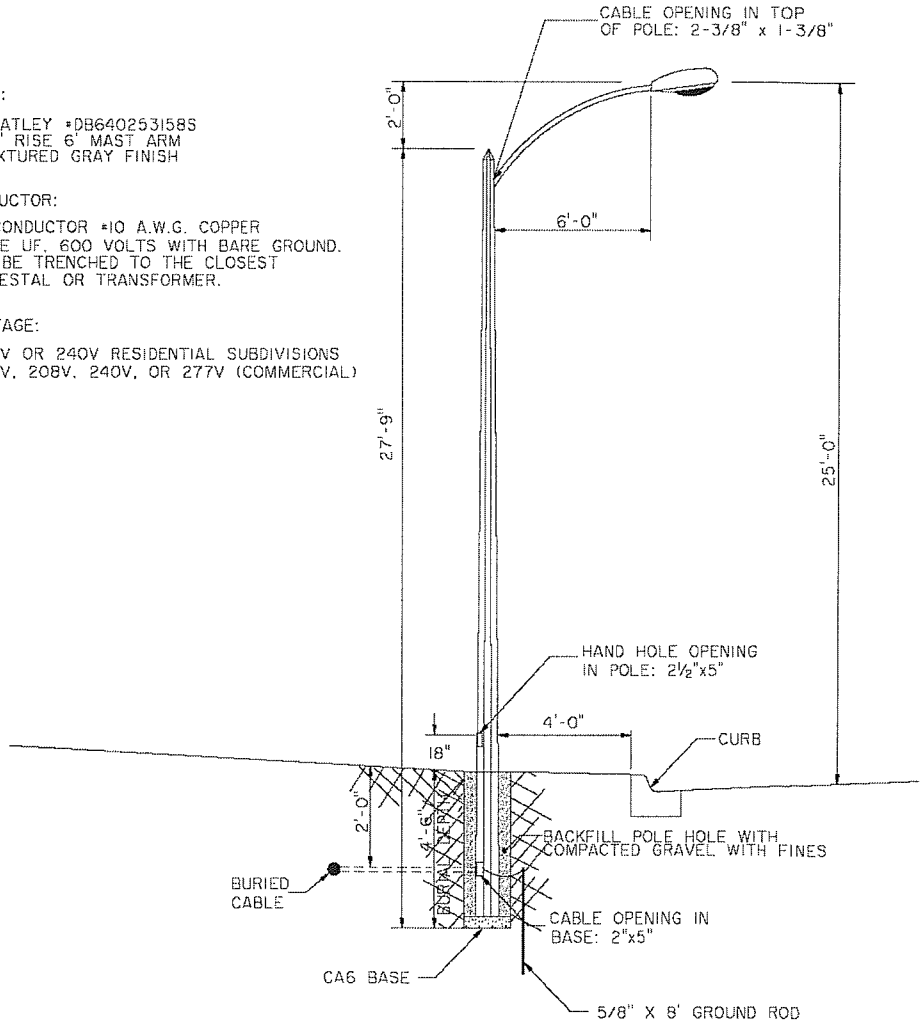
WHATLEY #DB6402531585
24" RISE 6' MAST ARM
TEXTURED GRAY FINISH

CONDUCTOR:

2 CONDUCTOR #10 A.W.G. COPPER
TYPE UF, 600 VOLTS WITH BARE GROUND.
TO BE TRENCHED TO THE CLOSEST
PEDESTAL OR TRANSFORMER.

VOLTAGE:

120V OR 240V RESIDENTIAL SUBDIVISIONS
120V, 208V, 240V, OR 277V (COMMERCIAL)




# CITY OF ST. CHARLES

FILE: 3ELE\DETAIL\LITEPOLE.DGN

12.30.05(L)

(Ord. 2003-M-98 § 1; Ord. 1998-M-39 § 1; Ord. 1998-M-23 § 1.)