

**AGENDA
CITY OF ST. CHARLES
PLANNING & DEVELOPMENT COMMITTEE
ALD. DAN STELLATO – CHAIRMAN
MONDAY, MAY 12, 2014 - 7:00 PM
CITY COUNCIL CHAMBERS
2 E. MAIN STREET**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. COMMUNITY & ECONOMIC DEVELOPMENT**
 - a. Update regarding Downtown Overlay District Office Certification for ALE Solutions, 1 Illinois St.
 - b. Recommendation to approve a Map Amendment from CBD-2 Mixed Use Business District to CBD-1 Central Business District for 217-221 S. 2nd St.
 - c. Recommendation to approve a General Amendment to Title 17 of the City Code (Zoning Ordinance) regarding off-premise signs in the CBD-1 and CBD-2 district.
 - d. Recommendation to approve a Façade Improvement Grant for Hotel Baker, 100 W. Main St.
 - e. Recommendation to approve a Minor Change to PUD Preliminary Plan for Randall Rd. Commercial Center II PUD – Wendy’s, 942 S. Randall Rd.
 - f. Recommendation to approve a Facade Improvement Grant Agreement for 117 E. Main St. (Berry’s Barbershop)
 - g. Update on the 2014 Restaurant Week Promotion – Information Only.
 - h. Update on the Amortization of Nonconforming Signs – Information Only.
- 4. ADDITIONAL BUSINESS**
- 5. EXECUTIVE SESSION**
 - Personnel
 - Pending Litigation
 - Probable or Imminent Litigation
 - Property Acquisition
 - Collective Bargaining
- 6. ADJOURNMENT**



AGENDA ITEM EXECUTIVE SUMMARY

| | |
|-------------------|---|
| Title: | Update regarding Downtown Overlay Office Certification Appeal for ALE Solutions- 1 Illinois St. |
| Presenter: | Rita Tungare |

Please check appropriate box:

| | | | |
|---|------------------------------------|--|---------------------|
| | Government Operations | | Government Services |
| X | Planning & Development – (5/12/14) | | City Council |
| | Public Hearing | | |

| | | | | | | |
|-----------------|-----|-----------|-----|--|----|--|
| Estimated Cost: | N/A | Budgeted: | YES | | NO | |
|-----------------|-----|-----------|-----|--|----|--|

If NO, please explain how item will be funded:

Executive Summary:

Background:

ALE Solutions appealed the staff decision to deny their Office Certification request to occupy a ground floor unit at Fox Island Square, 1 W. Illinois St., and the appeal was denied by the City Council on April 21, 2014. The City Council approved Resolution No. 2014-22, denying the certification and granting ALE a period of 90 days to continue to occupy Unit #120, subject to the following conditions:

- During the 90 day period, ALE shall demonstrate that a good faith effort is being made to manage the employee parking per the Proposed Parking Policy submitted on April 14, 2014.
- ALE shall appear before the Planning & Development Committee on May 12, 2014 and June 9, 2014, to provide an update on enforcement of the Proposed Parking Policy and progress on efforts to find a new location for the employees currently in Unit #120.
- Should ALE fail to appear before the Committee on the dates specified above, or should the Committee find that ALE is not demonstrating a good faith effort to enforce the Proposed Parking Policy, the Committee shall direct City Staff to issue a Notice of Zoning Violation requiring ALE to vacate Unit #120 in 30 days.

Pursuant to Council direction, a Notice of Zoning Violation was issued by the City on April 29, 2014. This action does not affect ALE’s ability to continue to occupy the upper floors of the building.

Update to the Committee:

- Mr. Zimmers of ALE Solutions has been advised to attend the meeting to provide an update.
- Building & Code Enforcement staff is monitoring the parking situation regularly and will provide an update at the meeting.
- Economic Development staff reached out to ALE Solutions regarding opportunities for a new location.

Attachments: *(please list)*

Recommendation / Suggested Action *(briefly explain):*

Update regarding Downtown Overlay Office Certification Appeal for ALE Solutions- 1 Illinois St.

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|-----------------------------|-------------------------------|
| <i>For office use only:</i> | <i>Agenda Item Number: 3a</i> |
|-----------------------------|-------------------------------|



AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to approve a Map Amendment from CBD-2 Mixed Use Business District to CBD-1 Central Business District for 217-221 S. 2nd St.

Presenter: Russell Colby

Please check appropriate box:

| | | | |
|---|----------------------------------|--|---------------------|
| | Government Operations | | Government Services |
| X | Planning & Development (5/12/14) | | City Council |

| | | | | | | |
|-----------------|--|-----------|-----|--|----|--|
| Estimated Cost: | | Budgeted: | YES | | NO | |
|-----------------|--|-----------|-----|--|----|--|

If NO, please explain how item will be funded:

Executive Summary:

The subject property is a lot improved with two buildings: a residential structure fronting on S. 2nd St. and a second building fronting on Indiana St. that houses a restaurant/tavern on the lower level and other residential uses above. The property is located in the Central Historic District and is a designated Historic Landmark called the Gates Estate.

The property is currently zoned CBD-2 Mixed Use Business District and was assigned this zoning in 2006 when the City adopted a comprehensive zoning ordinance amendment that created a new zoning district structure. "Restaurant/tavern" is not a permitted use in the CBD-2 zoning district and therefore the use is considered to be legal non-conforming.

The applicant and property owner, Craig Bobowiec, recently became aware of the legal non-conforming status of the restaurant/tavern business and has submitted a Map Amendment requesting a CBD-1 zoning designation for the property in order for the restaurant/tavern business to be considered a legal permitted use.

Plan Commission Review:

The Plan Commission held a public hearing and recommended approval of the application on 4/22/14. The vote was 8-0. The Commission discussed the following during the hearing:

- The appropriate location of the boundary between the CBD-1 and CBD-2 districts.
- Whether Restaurants and Taverns can be added as a Special Use in the CBD-2 district, which would meet the applicant's need without rezoning to CBD-1. Staff responded that this could be done; however, it may be difficult to establish criteria to adequately limit the location of such uses in the CBD-2 district, which extends into residential neighborhoods.

Attachments: *(please list)*

Staff Report, Application

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve a Map Amendment from CBD-2 Mixed Use Business District to CBD-1 Central Business District for 217-221 S. 2nd St.

For office use only:

Agenda Item Number: 3b

Community & Economic Development
 Planning Division

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



Staff Report

TO: Chairman Dan Stellato
 And the Members of the Planning & Development Committee

FROM: Russell Colby
 Planning Division Manager

RE: 217-221 S. 2nd St. – Map Amendment (CBD-2 to CBD-1)

DATE: May 2, 2014

I. APPLICATION INFORMATION:

Project Name: 217-221 S. 2nd St.

Applicant: Craig Bobowiec

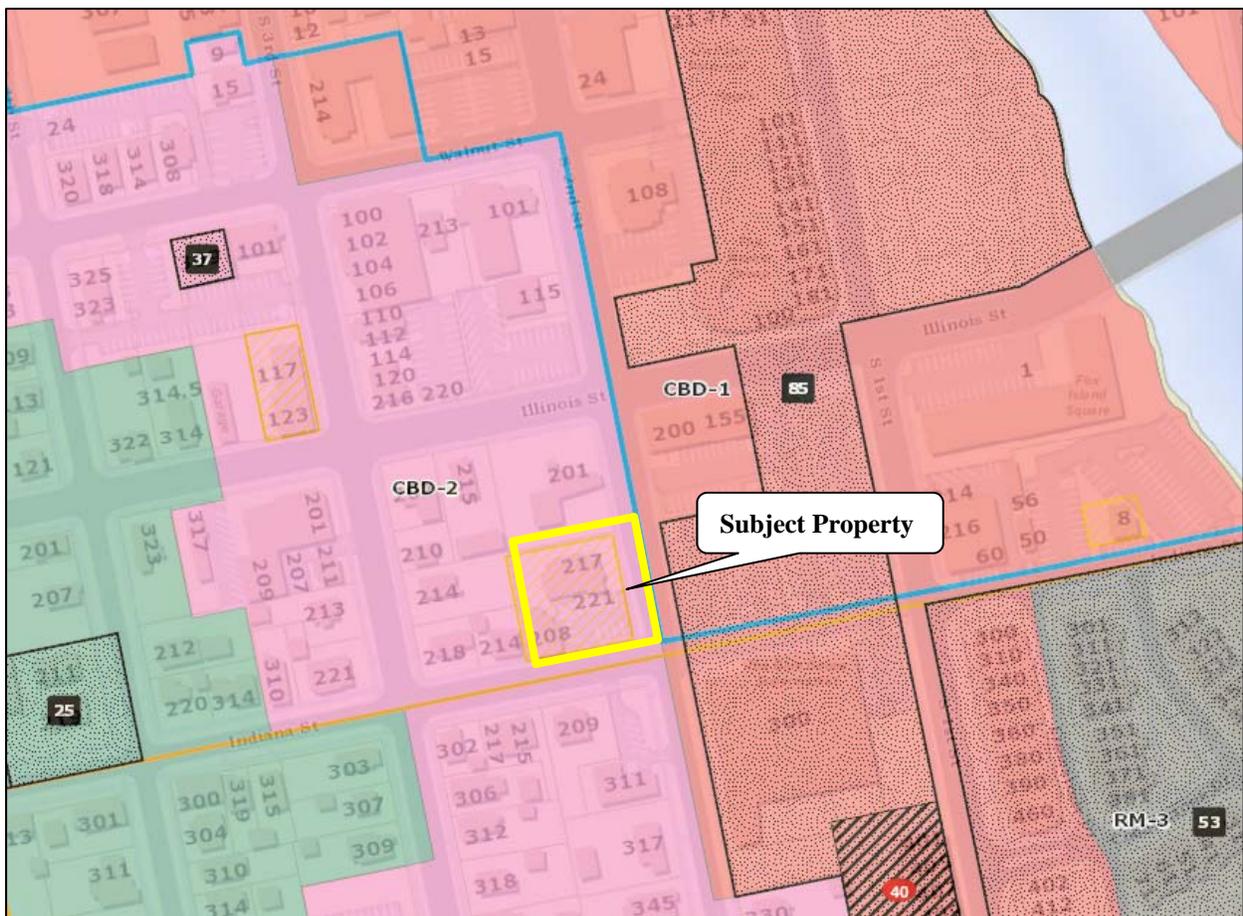
Purpose: Rezoning to CBD-1 District for the purpose of making the restaurant/tavern use a Permitted Use.

| | | |
|---------------------------------------|--|----------------------------------|
| General Information: | | |
| Site Information | | |
| Location | 217-221 S. 2 nd St. | |
| Acres | 0.392 | |
| Applications | Map Amendment | |
| Applicable Zoning Code Sections | 17.04 Administration 17.14 Business and Mixed Use Districts Table 17.14-2 Business and Mixed Use Districts Bulk Requirements | |
| Existing Conditions | | |
| Land Use | Restaurant/Tavern and Residential Uses | |
| Zoning | CBD-2 Mixed Use Business District Central Historic District & Historic Landmark | |
| Zoning Summary | | |
| North | CBD-2 Mixed Use Business Dist. | Motor Vehicle Repair (Kevin's) |
| East | CBD-1 Central Business District and Downtown Overlay District | Private Parking Lot (Blue Goose) |
| South | CBD-2 Mixed Use Business Dist. | Office and Residential buildings |
| West | CBD-2 Mixed Use Business Dist. | Office and Residential buildings |
| Comprehensive Plan Designation | | |
| Mixed Use | | |

Aerial Photograph



Zoning Map



II. BACKGROUND:

Property History

The subject property is a lot improved with two buildings: a residential structure fronting on S. 2nd St. and a second building fronting on Indiana St. that houses a restaurant/tavern on the lower level and other residential uses above.

The property is located in the Central Historic District and is a designated Historic Landmark called the Gates Estate. The buildings were constructed on the site in 1896 and were given landmark designated by the City in 2000 (Ordinance #2000-Z-15).

Zoning Status

The property is currently zoned CBD-2 Mixed Use Business District and was assigned this zoning in 2006 when the City adopted a comprehensive zoning ordinance amendment that created a new zoning district structure. “Restaurant/tavern” is not a permitted use in the CBD-2 zoning district and therefore the use is considered to be legal non-conforming. Legal non-conforming status means that the use can continue to exist, provided it is not abandoned. Abandonment occurs when the use is vacant and unoccupied for a continuous period of 180 days or more. (For more information, see Chapter 17.08 of the Zoning Ordinance.) The residential uses on the property are permitted uses.

From 1960 to 2006, the property was zoned B-3 Service Business District, which is comparable to the current BC Community Business or BR Regional Business Districts in terms of the type of commercial uses permitted. Upper level residential uses were also permitted.

Prior to 2006, the fringe areas around Downtown were designated with a mix of commercial districts. With the 2006 Zoning Ordinance, the City’s goal with the new CBD districts was to create uniform districts that were more reflective of the traditional downtown development pattern.

March 2006 Zoning Map



| Comparable Zoning Districts, pre-2006 vs. current: |
|--|
| B2C = CBD-1 |
| B2 = BC |
| B3 = BR |
| B2T = RT with BT overlay |
| M1 = M-2 |
| R4 = RM-2 |
| R5 = RM-3 |

Proposal

The applicant and property owner, Craig Bobowiec, recently became aware of the non-conforming status of the restaurant/tavern business and has submitted a Map Amendment requesting a CBD-1 zoning designation for the property in order for the restaurant/tavern business to be considered a legal permitted use.

In response to the application, staff researched file information from the 2006 Zoning Ordinance adoption process, which spanned 2003-2006 and involved a Zoning Commission set up specifically for the purpose of proposing a new ordinance. Staff did not locate any documentation indicating that the subject property or this block /general area was discussed with regard to where the dividing line should fall between the new CBD-1 and CBD-2 districts.

III. ANALYSIS OF MAP AMENDMENT

A. COMPREHENSIVE PLAN

Land Use Designation

The Comprehensive Plan Land Use designation for this property is *Mixed Use*. Both the CBD-1 and CBD-2 districts are “mixed use” zoning districts. The plan does not directly address the appropriate location to designate a boundary between the core and fringe of the downtown.

Commercial Area Policies, p. 48:

“Appropriately transition from more intensive uses within Downtown to the residential areas that surround it: Downtown St. Charles is surrounded on all sides by established residential neighborhoods. The City should continue to utilize a transitional zoning district to transition from intense uses in the Downtown core to more compatible uses on the periphery.”

Downtown Sub Area Plan:

The subject property is located along S. 2nd St./Rt. 31, which is identified as a “Gateway Frontage” on p. 87-88. Gateway frontages are streets that offer primary entry into Downtown and therefore provide first impressions.

Recommended development characteristics for the Gateway Frontage area are listed on p. 88. Regarding land uses, the plan states: *“Uses should be mixed, comprised of traditional downtown mixed use activities such as retail, restaurant and local services, as well as secondary uses including offices and services with less customer visitation. Multi-story mixed uses buildings should also be encouraged. Multi-family may also be appropriate on the fringe areas of Downtown.”*

Directly north of the subject property is Catalyst Site H, which includes the properties at the northeast, northwest and southwest corners of the intersection of Illinois St. and S. 2nd St.

Catalyst Site H is described on p. 90:

“The intersection of 2nd Street and Illinois Street is a prominent location in Downtown. While the southeast corner has an attractive building with Franscesca’s Restaurant, the other three quadrants are underutilized considering the setting. These properties should be redeveloped with mixed use, multi-family or green space that enhance the character of 2nd Street as a gateway corridor from the south.”

B. ZONING STANDARDS

A copy of Chapter 17.14 of the Zoning Ordinance is attached, with sections highlighted for reference.

This chapter contains the Purpose Statement for each zoning district (Section 17.14.010), Permitted and Special Uses (Table 17.14-1), and Bulk Regulations (Table 17.14-2).

IV. PLAN COMMISSION REVIEW

The Plan Commission held a public hearing on April 22, 2014 and recommended approval of the application. The vote was 8-0.

During the hearing, the Commission discussed the following:

- The appropriate location for the boundary between CBD-1 (downtown core) and CBD-2 (transitional district). Staff provided background information from the 2002-2006 Zoning Ordinance rewriting process, where a new structure of zoning districts was laid out over what was previously a patchwork of different zoning designations around the Downtown. It was noted that when the 2006 ordinance took effect, a number of properties around Downtown had commercial uses that were rendered legal non-conforming. Prior to adopting the 2006 ordinance, the Zoning Commission discussed zoning of properties on the perimeter of downtown at length, and as a result, the boundaries were adjusted. However, the subject property and the block and general area were not discussed.
- A suggestion was made to consider adding Restaurants and/or Tavern as a Special Use in the CBD-2 district, which would meet the applicant's need without changing the zoning district of the subject property. Staff responded that this could be considered, however, the CBD-2 district extends far into residential neighborhoods, and therefore it may be difficult to create standards that adequately limit where Restaurants or Taverns could locate within the district.

V. RECOMMENDATION

Staff has prepared a recommendation for approval based upon the attached Findings of Fact. The Findings of Fact were adopted by the Plan Commission in their recommendation.

Findings of Fact

The Plan Commission shall record its findings regarding these matters in relation to the proposed amendment, and shall transmit those findings to the City Council with its recommendation. The Plan Commission recommendation shall be based upon the preponderance of the evidence presented and the Commission shall not be required to find each Finding of Fact in the affirmative to recommend approval of an application for Map Amendment.

1. The existing uses and zoning of nearby property.

To the east is the Blue Goose store parking lot, part of the First Street Redevelopment PUD, in the CBD-1 district and Downtown Overlay District.

To the north is Kevin's Auto Service, a motor vehicle repair business, in the CBD-2 district.

To the west and south are offices and residential uses in converted residential structures in the CBD-2 district.

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

In comparison to the proposed CBD-1 zoning, the existing CBD-2 zoning classification limits the type of commercial uses on the subject property and provides more restrictive density and bulk regulations. The property is also located in the Central Historic District and is a designated Historic Landmark, which may limit the potential for the property to be redeveloped.

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

The Historic Preservation status promotes the City's interest in preserving structures that are significant to the City's history.

Information has not been submitted to substantiate that a potential reduction in property value for the other factors listed in Finding #2 promotes the health, safety, welfare, morals, or general welfare of the public.

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

The property is suitable for the existing and proposed zoning classifications.

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

The property is not currently vacant.

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

Not directly applicable- Both districts are Mixed-Use districts.

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

The property is classified as Mixed Use in the Comprehensive Plan. Both the existing and proposed zoning districts are mixed-use zoning districts.

The Comprehensive Plan recommends maintaining a transitional zoning district (CBD-2) around the core of downtown. This property is located on the edge of the CBD-1 district and properties zoned CBD-2 separate the subject property from residential neighborhoods to the west.

Within the Downtown Subarea Plan, the property is located in the “Gateway Frontage” category. Recommended development characteristics for the Gateway Frontage area are listed on p. 88. Regarding land uses, the plan states: “Uses should be mixed, comprised of traditional downtown mixed use activities such as retail, restaurant and local services, as well as secondary uses including offices and services with less customer visitation. Multi-story mixed uses buildings should also be encouraged. Multi-family may also be appropriate on the fringe areas of Downtown.”

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

There is no evidence to suggest that the 2006 zoning designation of the subject property as reflected on the adopted Zoning Map was made in error; however, there is also no record that the City purposefully chose to designate the subject property and the surrounding block in the CBD-2 district instead of the CBD-1 district.

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

The proposed rezoning would not create any new nonconformities. The existing legal non-conforming Restaurant/Tavern use would become a Permitted Use in the CBD-1 District.

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

The most recent development in the area is the First Street Redevelopment Project, located to the east of the subject property, which is a higher density mixed-use project. Properties around the subject property are developed. While some buildings have been renovated in recent years, no other surrounding properties have been redeveloped.

BUSINESS AND MIXED USE DISTRICTS

Sections:

| | |
|-----------|---|
| 17.14.010 | Purpose Statements |
| 17.14.020 | Permitted and Special Uses; Downtown Overlay Exemptions |
| 17.14.030 | Bulk Regulations |

17.14.010 Purpose Statements

A. BL Local Business District

The purpose of the BL Local Business District is to provide locations for small-scale service and retail uses that primarily serve the convenience needs of St. Charles neighborhoods. The BL District permits a mix of uses, but care must be taken to ensure that adequate access, parking and screening is provided so as not to negatively impact adjoining residential neighborhoods.

B. BC Community Business District

The purpose of the BC Community Business District is to accommodate mid-size retail and service development along Strategic Regional Arterial corridors such as Route 64 and Randall Road. Uses in the BC District have the potential to generate significant automobile traffic, and therefore care must be taken to properly design access and parking facilities. Since this district is located along the roads that serve as gateways into St. Charles, quality building architecture, landscaping and other site improvements are necessary to ensure this type of development enhances St. Charles' image.

C. BR Regional Business District

The purpose of the BR Regional Business District is to provide locations along Strategic Regional Arterial corridors for shopping centers and business uses that draw patrons from St. Charles, surrounding communities and the broader region. The BR District consists primarily of large-scale development that has the potential to generate significant automobile traffic. It should be designed in a coordinated manner with an interconnected street network that is consistent with the City's Comprehensive Plan. Uncoordinated, piecemeal development of small parcels that do not fit into a larger context are discouraged in the BR District.

Compatible land uses, access, traffic circulation, stormwater management and natural features, all should be integrated into an overall development plan. Because this district is primarily at high-visibility locations, quality building architecture, landscaping and other site improvements are required to ensure superior aesthetic and functional quality.



D. CBD-1 Central Business District

The purpose of the CBD-1 Central Business District is to provide for the maintenance and orderly growth of a mixed use, pedestrian friendly, compact district of retail, service, office, and higher density residential uses in the central area of the City. Development within the CBD-1 District is intended to promote the upgrade and full utilization of existing older structures as well as appropriate redevelopment.



E. CBD-2 Mixed Use Business District

The purpose of the CBD-2 Mixed Use District is to provide for a properly scaled mixed-use transition between single-family residential neighborhoods and the retail core of the CBD-1 Central Business District. The CBD-2 District permits a mix of retail, service, office, and medium-density residential uses within buildings that are of a reduced height and scale than that permitted in the

BUSINESS AND MIXED USE DISTRICTS

CBD-1 District. However, development in this district is also intended to retain a pedestrian-oriented character, similar to that of the CBD-1 District.

F. **Downtown Overlay District**

The purpose of the Downtown Overlay District is to preserve the economic vitality and pedestrian character of downtown's shopping core within the CBD-1 and CBD-2 Districts by encouraging the continuous flow of pedestrian movement. This is accomplished by limiting uses on the first floor that typically generate relatively little pedestrian activity or are otherwise incompatible with a pedestrian oriented shopping area. Only those uses listed in Table 17.14-1 shall be permitted on the street level or first floors of buildings/structures within the Downtown Overlay District.

17.14.020 Permitted and Special Uses; Downtown Overlay Exemptions

- A. Table 17.14-1 lists permitted and special uses for the business districts, and for the first floor level of the Downtown Overlay District.
- B. Buildings within the Downtown Overlay District are restricted with respect to the uses permitted on the first floor level, as provided in Table 17.14-1.

1. Exemptions. Notwithstanding these restrictions, the first floor level of a building within the Downtown Overlay District may be occupied for any use permitted within the underlying zoning district (i.e., CBD-1 or CBD-2), upon certification by the Director of Community Development that its physical characteristics make it unsuitable for occupancy for any of the first floor uses permitted within the Downtown Overlay District, and that altering such physical characteristics would either 1) be incompatible with the purpose of Chapter 17.32 (Historic Preservation) of this Title or 2) impose an undue financial burden on the property owner. Such physical characteristics may include but shall not be limited to: inappropriate placement, size or orientation of doors or windows, a floor level which is not of a similar elevation to the adjoining sidewalk, lack of window area for display of goods, lack of street frontage, and interior space which is not adaptable to the permitted uses because of structural components or limitations on accessibility. For purposes of this section, an undue financial burden shall mean where the estimated cost of altering the building exceeds 25% of the current appraised value of the property.

2. Certification for Office Use. The first floor level of a building within the Downtown Overlay District may be occupied by certain office uses (Bank, Financial Institution, Office-Business and Professional, and Medical/Dental Clinic) upon certification by the Director of Community Development that the proposed office use will meet the purpose of the Downtown Overlay District, as identified in Section 17.14.010.F, to generate pedestrian activity and be compatible with a pedestrian oriented shopping area. To be eligible for the certification, a property owner must demonstrate that the property has been vacant, not under lease, and publicly listed for lease for a minimum of 180 days by providing documentation demonstrating the space was listed on a public listing service.

The proposed office user shall demonstrate that the following criteria will be met:

- a. The business will be open to the general public during normal business hours and may require that customers make an appointment for service.
- b. The primary function of the business establishment will be to provide direct services to customers that are physically present.
- c. The interior space of the business will be configured such that a) the street-level storefront entrance will serve as the public entrance and b) a reception area or waiting area for visitors will be provided directly accessible from the public entrance.
- d. Street-facing storefront windows and doors will not be obstructed at any time and shall be utilized to provide a view of the interior office visible to pedestrians on the street. Illuminated exterior signs and the interior of the storefront shall be illuminated during evening hours.

A Certification for Office Use shall apply to the specific business only. A new Certification for Office Use shall be required for any new business to occupy a space. The Certification

BUSINESS AND MIXED USE DISTRICTS

for Office Use may be revoked if the Director of Community Development finds the business is not operating in accordance with the certification.

3. Appeal. If a property owner or business tenant has formally requested an Exemption or a Certification for an Office Use pursuant to subsections “a” or “b” above, and if the request has been formally denied by the Director of Community Development, the property owner or business tenant may request an appeal of the decision before the City Council. The City Council shall consider only the criteria listed above and may uphold or reverse the decision of the Director of Community Development.

(Ord. 2013-Z-20 § 2.)

17.14.030 Bulk Regulations

Table 17.14-2 establishes the Bulk regulations for the business districts.

BUSINESS AND MIXED USE DISTRICTS

| TABLE 17.14-1 PERMITTED AND SPECIAL USES | | | | | | | | |
|---|-----------------|----|----|-------|------------------------------|------|------------------------|---|
| P=Permitted Use S=Special Use A=Permitted Accessory Use SA=Special Use, Accessory Only | ZONING DISTRICT | | | | | | SPECIFIC USE STANDARDS | |
| | BL | BC | BR | CBD-1 | DOWNTOWN OVERLAY FIRST FLOOR | | | CBD-2 |
| | | | | | CBD1 | CBD2 | | |
| RESIDENTIAL USES | | | | | | | | |
| Artist Live/Work Space | | | | P | | | P | Section 17.20.030 |
| Assisted Living Facility | | S | | S | | | P | |
| Dwelling, Upper Level | P | | | P | | | P | |
| Dwelling Unit, Auxiliary | | | | | | | P | Section 17.20.030 |
| Dwelling, Multi-Family | | | | P | | | P | |
| Dwelling, Townhouse | | | | | | | P | |
| Dwelling, Two-Family | | | | | | | P | |
| Dwelling, Single-Family | P | | | | | | P | |
| Group Home, Large | | | | | | | P | Section 17.20.030 |
| Group Home, Small | | | | | | | P | Section 17.20.030 |
| Independent Living Facility | | | | | | | P | |
| CULTURAL, RELIGIOUS, RECREATIONAL AND ENTERTAINMENT USES | | | | | | | | |
| Art Gallery/Studio | P | P | P | P | P | P | P | |
| Carnival (as temporary use) | | P | P | P | | | | Section 17.20.040, 050 |
| Cultural Facility | | P | P | P | P | S | S | |
| Indoor Recreation and Amusement | | P | P | P | P | S | S | |
| Live Entertainment | | P | P | P | P | | | |
| Lodge or Private Club | P | P | P | P | | | | |
| Outdoor Amusement | | | S | | | | | |
| Outdoor Recreation | | P | P | | | | | |
| Park, Neighborhood | P | | | P | P | P | P | |
| Place of Worship | P | P | P | P | | | P | |
| Public Plaza | A | A | A | P | P | P | P | |
| Temporary Outdoor Entertainment | A | A | A | P | P | | | Section 17.20.030 |
| Theater | | P | P | P | P | P | | |
| GOVERNMENTAL AND INSTITUTIONAL USES | | | | | | | | |
| College/University | | P | P | S | | | | |
| Emergency Medical Center | | | P | | | | | |
| Fairground | | | S | | | | | |
| Golf Course | | | S | | | | | |
| Homeless Shelter | | | | S | | | S | |
| Hospice | | | | | | | S | |
| Hospital | | | P | | | | | |
| Library | | | | P | | | P | |
| Office, Government | | P | | P | | | P | |
| Post Office | | P | P | P | | | P | |
| Public Service Facility | | P | P | S | | | | |
| School, Specialized Instructional | P | P | P | P | | | P | |
| School, Primary or Secondary | | | | | | | P | |
| RETAIL AND SERVICE USES | | | | | | | | |
| Bank | P | P | P | P | P* | P* | P | Section 17.20.030 *Section 17.14.020 |
| Bed and Breakfast | | | | P | | | P | Section 17.20.030 |
| Car Wash | | S | P | | | | | Section 17.24.100 |
| Currency Exchange | | P | P | S | | | | |
| Day Care Center | P | P | P | S | | | P | |
| Drive-Through Facility | S | S | S | SA | | | SA | Section 17.24.100 |
| Financial Institution | P | P | P | P | P* | P* | P | *Section 17.14.020 |
| Gas Station | | P | P | | | | | Section 17.20.030 |
| Heavy Retail and Service | | P | S | | | | | |

BUSINESS AND MIXED USE DISTRICTS

| TABLE 17.14-1 PERMITTED AND SPECIAL USES | | | | | | | | |
|---|-----------------|----|----|-------|------------------------------|------|-------|------------------------|
| P=Permitted Use S=Special Use A=Permitted Accessory Use SA=Special Use, Accessory Only | ZONING DISTRICT | | | | | | | SPECIFIC USE STANDARDS |
| | BL | BC | BR | CBD-1 | DOWNTOWN OVERLAY FIRST FLOOR | | CBD-2 | |
| | | | | | CBD1 | CBD2 | | |
| Home Improvement Center | | P | P | | | | | |
| Hotel/Motel | | P | P | P | P | | | |
| Kennel | | S | S | | | | | Section 17.20.030 |
| Medical/Dental Clinic | P | P | P | P | P* | P* | P | *Section 17.14.020 |
| Motor Vehicle Rental | P | P | P | | | | P | |
| Motor Vehicle Service and Repair, Minor | P | P | P | | | | | Section 17.20.030 |
| Motor Vehicle Sales and Leasing | | P | P | | | | | Section 17.20.030 |
| Office, Business and Professional | P | P | P | P | P* | P* | P | *Section 17.14.020 |
| Outdoor Sales, Permanent | SA | SA | SA | S | S | | | Section 17.20.030 |
| Outdoor Sales, Temporary | A | A | A | A | A | | A | Section 17.20.040, 050 |
| Pawn Shop | | | S | | | | | |
| Personal Services | P | P | P | P | P | P | P | |
| Coffee or Tea Room | A | P | P | P | P | A | A | |
| Restaurant | S | P | P | P | P | | | |
| Retail Sales | P | P | P | P | P | P | P | |
| Tattoo Parlor | | | S | | | | | |
| Tavern/Bar | S | P | P | P | P | | | |
| Theater | | P | P | P | P | | | |
| Veterinary Office/Animal Hospital | | P | P | | | | | |
| INDUSTRIAL/STORAGE USES | | | | | | | | |
| Mini-Warehouse | | P | P | | | | | |
| Temporary Motor Vehicle Storage | | P | P | | | | | Section 17.20.030 |
| OTHER USES | | | | | | | | |
| Accessory Uses | A | A | A | A | A | A | A | Chapter 17.20, 17.22 |
| Parking Garage/Structure | | | A | S | S | S | SA | Chapter 17.24 |
| Parking Lot, Private | A | A | A | A | A | A | A | Chapter 17.24 |
| Parking Lot, Public | | | | P | P | P | P | Chapter 17.24 |
| Planned Unit Development | S | S | S | S | S | S | S | Chapter 17.04 |
| Transportation Operations Facility | | S | P | S | | | | |
| Communication Tower | | S | S | | | | | Section 17.22.020 |
| Communication Antenna | P | P | P | P | | | P | Section 17.22.020 |
| Utility, Community/Regional | | S | S | | | | S | |
| Utility, Local | P | P | P | P | P | P | P | |
| Wind Turbine, Structure Mounted | A | A | A | | | | | Section 17.22.020.G |
| Wind Turbine, Tower Mounted | | S | S | | | | | Section 17.22.020.H |

(Ord. 2013-Z-20 § 3; Ord. 2011-Z-11 § 2; Ord. 2008-Z-24 § 4, 5; Ord. 2008-Z-3 § 2; Ord. 2003-Z-13 § 4, 6, 7; Ord. 2001-Z-42 § 1; Ord. 2001-Z-40 § 1; Ord. 2001-Z-11 § 2, 3; Ord. 1999-Z-20 § 1; Ord. 1998-Z-19 § 1; Ord. 1996-Z-12 § 11-13; Ord. 1995-Z-5 § 1; Ord. 1993-Z-19 § 4; Ord. 1993-Z-4 § 1 (B, D); Ord. 1990-Z-7 § 1; Ord. 1989-Z-6 § 1; Ord. 1986-Z-11 § XI; Ord. 1986-Z-4; Ord. 1985-Z-2 § 1; Ord. 1984-Z-6 § 2; Ord. 1984-Z-4 § 1; Ord. 1984-Z-3 § 1; Ord. 1983-Z-9 § 1; Ord. 1982-Z-3 § 1; Ord. 1982-M-16 § 1; Ord. 1981-Z-7 § 2; Ord. 1981-Z-3 § 1; Ord. 1980-Z-13 § 1; Ord. 1980-Z-3 § 1; Ord. 1978-Z-3; Ord. 1976-Z-15 § 2; Ord. 1975-Z-8 § 1; Ord. 1973-Z-1 § 1; Ord. 1972-Z-56 § 1, 2; Ord. 1972-Z-46 (A, B, C (part)); Ord. 1968-31 (part); Ord. 1967-14 (part); Ord. 1966-33 § 1, 2; Ord. 1961-29; Ord. 1960-18 § VIII (E) (2); Ord. 1960-16 § VIII (F) (2, 3); Ord. 1960-16 § VIII (E) (3); Ord. 1960-16 § VIII (D) (2, 3); Ord. 1960-16 § VIII (C) (2, 3); Ord. 1960-16 § VIII (B) (2).)

BUSINESS AND MIXED USE DISTRICTS

| TABLE 17.14-2 BUSINESS AND MIXED USE DISTRICTS BULK REGULATIONS | | | | | |
|--|---|-----------------------------|-----------------------------|---|---|
| ft = feet sf = square feet du = dwelling unit B = building and structures P = parking lots | ZONING DISTRICT | | | | |
| | BL | BC | BR | <u>CBD-1</u> | <u>CBD-2</u> |
| Minimum Lot Area ¹ | Dwelling, Upper Level: 3,000sf/du Drive-thru facilities, Minor Motor Vehicle Service & Repair: 1 acre Other Uses: No minimum lot area | 1 acre | 1 acre | Dwelling, Upper Level & Multi-family: 1,000 sf/du Nonresidential Uses: No minimum lot area | Single-Family: 5,000sf Two-family: 3,750 sf/du Townhouse: 3,000 sf/du Upper Level & Multi-Family: 2,200sf/du Non-Residential Uses: 5,000 sf |
| Minimum Lot Width | None | None | None | None | Townhouse, multi-family, mixed-use development: 100 ft All other uses: 50 ft |
| Maximum Building Coverage ² | 60% | 40% | 30% | None | Single-family: 25% All other uses: 40% |
| Maximum Gross Floor Area per Building | 10,000 sq | 75,000 sq | None | 40,000 sq | 10,000 sq |
| Maximum Building Height | 30 ft | 40 ft | 40 ft | 50 ft | 40 ft |
| Front Yard ³ | B: Minimum 20 ft P: Minimum 10 ft | B, P: Minimum 20 ft | B, P: Minimum 20 ft | B: Maximum 5 ft/No Minimum P: Minimum 5 ft | B, P: Minimum 5 ft |
| Side Yards: | | | | | |
| Interior Side Yard | B: Minimum 5 ft P: None | B: Minimum 10 ft P: None | B: Minimum 15 ft P: None | B: If provided, minimum 5 ft P: None | B: Minimum 5 ft P: None |
| Exterior Side Yard | B: Minimum 20 ft P: Minimum 10 ft | B, P: Minimum 20 ft | B, P: Minimum 20 ft | B: Maximum 5 ft/No minimum P: Minimum 5 ft | B, P: Minimum 5 ft |
| Minimum Rear Yard | B: 20 ft, P: None | B: 30 ft, P: None | B: 30 ft, P: None | B,P: None | B: 20 ft, P: None |

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

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

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

BUSINESS AND MIXED USE DISTRICTS

| TABLE 17.14-2 BUSINESS AND MIXED USE DISTRICTS BULK REGULATIONS | | | | | |
|--|-----------------|-------|--|--------------|--------------|
| ft = feet sf = square feet du = dwelling unit B = building and structures P = parking lots | ZONING DISTRICT | | | | |
| | BL | BC | BR | <u>CBD-1</u> | <u>CBD-2</u> |
| Landscape Buffer Yard (B, P) ⁴ | 10 ft | 25 ft | 40 ft., except on lots with a building over 150,000 sf of gross floor area: 80 ft. | None | 10 ft |

(Ord. 2013-Z-21 § 2; Ord. 2012-Z-5 § 3; Ord. 2011-Z-1 § 12; Ord. 2008-Z-24 § 6; Ord. 1986-Z-11 § XIII & XIV; Ord. 1980-Z-20 § 1; Ord. 1972-Z-46 (A, B, C) (part); Ord. 1968-31 (part); Ord. 1960-16 § VIII (F) (4,5); Ord. 1960-16 § VIII (E) (4,5); Ord. 1960-16 § VIII (D) (4, 6, 7); Ord. 1960-16 § VIII (C) (4, 5); Ord. 1960-16 § VIII (B) (4, 5).)⁵

⁴ Within the zoning districts specified, a Landscape Buffer Yard shall be provided along any lot line that abuts or is across a street from property in any RE, RS, RT or RM District. See Chapter 17.26 for planting and screening requirements for Landscape Buffers. Landscape Buffer Yards may include or overlap with other required yards.

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



COMMUNITY DEVELOPMENT/PLANNING DIVISION

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

ZONING MAP AMENDMENT APPLICATION

Received Date
RECEIVED
St. Charles, IL

MAR 26 2014

CDD
Planning Division

CITYVIEW

Project Name: 217 & 221 S. Second St.

Project Number: 2014 -PR- 009

Application Number: 2014 -AP- 014

Instructions:

To request a zoning map amendment (rezoning) for a property, complete this application and submit it with all required attachments to the Planning Division.

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

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

| | | |
|---|--|---|
| 1. Property Information: | Parcel Number (s): 09-34-114-011 | |
| | Street Address (or common location if no address is assigned): 217 and 221 South Second Street | |
| 2. Applicant Information: | Name Craig Bobowiec | Phone 630-664-5766 |
| | Address 508 Cedar Street St. Charles, IL 60174 | Fax n/a |
| | | Email cbobowiec@sbcglobal.net |
| 3. Record Owner Information: | Name Same as above | Phone same as above |
| | Address Same as above | Fax n/a |
| | | Email same as above |
| 4. Billing: <i>To whom should costs for this application be billed?</i> | Name Same as above | Phone same as above |
| | Address Same as above | Fax same as above |
| | | Email same as above |

Zoning and Use Information:

Comprehensive Plan Land Use Designation of the property: Commercial/Mixed Use

Current zoning of the property: CBD-2

Is the property a designated Landmark or in a Historic District? Yes

Current use of the property: Restaurant/tavern and 2 unit residential

Proposed zoning of the property: CBD-1

Proposed use of the property: Same - no change in use proposed

If the proposed Map Amendment is approved, what improvements or construction are planned? (An accurate site plan may be required to establish that the proposed improvement can meet the minimum zoning requirements)

No improvements or construction are currently contemplated. Map amendment reflects previous and current uses and corrects a previous zoning change that created a non-conforming use.

Attachment Checklist

- APPLICATION:** Completed application form signed by the applicant.
- APPLICATION FEE:** Application fee in accordance with Appendix B of the Zoning Ordinance.
- REIMBURSEMENT OF FEES AGREEMENT:** An original, executed Reimbursement of Fees Agreement and deposit of funds in escrow with the City, as provided by Appendix B of the Zoning Ordinance.
- PROOF OF OWNERSHIP and DISCLOSURE:**
 - a) A current title policy report; or
 - b) A deed and a current title search.

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

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

PLAT OF SURVEY:

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

SITE PLAN:

Simple site plan drawn to scale to demonstrate that the property can meet the requirements of the proposed zoning district (parking requirements, setbacks, landscaping, etc.)

SOIL AND WATER CONSERVATION DISTRICT APPLICATION:

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

X ENDANGERED SPECIES REPORT:

Copy of Endangered Species Consultation Agency Action to be filed with the Illinois Department of Natural Resources. <http://dnrecofcat.state.il.us/ecopublic/>

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

| | |
|---------------------------------|----------------|
| <u>Craig & Bobourne T/E</u> | <u>3-26-14</u> |
| Record Owner | Date |
| <u>J. Leake, Atty.</u> | <u>3/26/14</u> |
| Applicant or Authorized Agent | Date |

FINDINGS OF FACT SHEET – MAP AMENDMENT



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

As an applicant, the “burden of proof” is on you to show why the proposed zoning is more appropriate than the existing zoning. Therefore, you need to “make your case” by explaining how the following factors support your proposal. If a factor does not apply to the property in question, indicate “not applicable” and explain why it does not apply.

217 and 221 South Second St.
Project Name or Address

03/25/14
Date

From the Charles Zoning Ordinance, Section 17.04.320.D:

In making its recommendation to grant or deny an application for a Zoning Map Amendment, including changes to Zoning District and Overlay boundaries, the Plan Commission shall consider:

1. The existing uses and zoning of nearby property. *(Relate the proposed land use and zoning to the land use and zoning of other properties in the area)*

To the east, Blue Goose, commercial (CBD-1); to the north, Kevin's Auto Service (CBD-2); to the west, residential (CBD-2); and to the south, residential (CBD-2). The proposed land use and zoning are consistent with the planned uses, existing uses and zoning of the properties in the area.

2. The extent to which property values are diminished by the existing zoning restrictions. *(Compare the value of the subject property and nearby properties under the current zoning to their potential value under the proposed zoning.)*

This property was previously zoned B-3 in the City of St. Charles. The 2006 comprehensive rezoning changed the property zoning to CBD-2. The CBD-2 zoning does not allow the restaurant/tavern use and has significantly diminished the property value and created a non-conforming use. The value of nearby properties will not be diminished by the proposed rezoning.

3. The extent to which the reduction of the property’s value under the existing zoning restrictions promotes the health, safety, morals or general welfare of the public. *(If the existing zoning decreases the value of the subject realty, does it also produce any perceptible public benefits?)*

The reduction of the property's value does not promote the health, safety, morals or general welfare of the public, nor does it produce any perceptible public benefits.

4. The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property for one or more of the uses permitted under the existing zoning classification. *(Can the subject property reasonably be used for any of the uses currently permitted? Physical and market conditions may be considered.)*

The property is ideally suitable for the existing, legal, non-conforming uses and the requested zoning change will provide for the existing permitted uses to be consistent with the municipal code.

5. The length of time that the property has been vacant, as presently zoned, considered in the context of the land development in the area where the property is located. *(If a property has been vacant longer than other similar properties in the area, it may be an indicator that the existing zoning is inappropriate.)*

N/A

6. The evidence, or lack of evidence, of the community's need for the uses permitted under the proposed district. *(Development trends, market forces, and the Comprehensive Plan may be considered.)*

The property, as currently used, provides commercial, residential and tax base benefits and allows continuation of these beneficial uses to the community consistent with the Comprehensive Plan.

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

The proposed amendment is completely consistent with the City's Comprehensive Plan.

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

The proposed amendment corrects an error or omission in the Zoning Map created by the 2006 Comprehensive Rezoning and will return the property to the CBD-1 as a conforming use.

9. The extent to which the proposed amendment creates nonconformities. *(Generally it is not appropriate to rezone a property unless it can comply with the requirements of the new zoning.)*

None

10. The trend of development, if any, in the general area of the property in question. *(New development, redevelopment, changes in use, or other changes in the area may help to justify a change in zoning.)*

The trend and characted of development in the general area of the property supports the requested map/amendment.

Plan Commission recommendation shall be based upon the preponderance of the evidence presented and the Commission shall not be required to find each Finding of Fact in the affirmative to recommend approval of an application for Map Amendment.

| | | | | | | |
|---|--------------------------------------|---|---------------------|--|----|--|
|  | AGENDA ITEM EXECUTIVE SUMMARY | | | | | |
| | Title: | Recommendation to approve a General Amendment to Title 17 of the City Code (Zoning Ordinance) regarding off-premise signs in the CBD-1 and CBD-2 district | | | | |
| | Presenter: | Russell Colby | | | | |
| <i>Please check appropriate box:</i> | | | | | | |
| | Government Operations | | Government Services | | | |
| X | Planning & Development (5/12/14) | | City Council | | | |
| Estimated Cost: | | Budgeted: | YES | | NO | |
| If NO, please explain how item will be funded: | | | | | | |
| | | | | | | |
| Executive Summary: | | | | | | |
| <p>Mr. Terry Grove is the owner of a property located at 309 N. 2nd St. (IL Route 31). This lot has no street frontage and is located between lots with frontage on N. 2nd St. and N. 4th St.</p> <p>Mr. Grove has found that the lack of signage along N. 2nd St. has hindered tenants in the building from having adequate visibility to passing traffic. The lack of signage also makes it difficult for visitors to locate the building.</p> <p>Mr. Grove has request that the City amend the sign regulations in the Zoning Ordinance to permit off-site signs for lots in the downtown (CBD-1 and CBD-2) districts that lack street frontage. He has noted that his lot is unique in the downtown, as most lots have some street frontage due to the small block configuration.</p> | | | | | | |
| Plan Commission Review: | | | | | | |
| The Plan Commission held a public hearing and recommended approval of the application on 4/22/14. The vote was 8-0. | | | | | | |
| Attachments: <i>(please list)</i> | | | | | | |
| Staff Report, Application | | | | | | |
| Recommendation / Suggested Action <i>(briefly explain):</i> | | | | | | |
| Recommendation to approve a General Amendment to Title 17 of the City Code (Zoning Ordinance) regarding off-premise signs in the CBD-1 and CBD-2 district. | | | | | | |
| <i>For office use only:</i> | | <i>Agenda Item Number: 3c</i> | | | | |

Community & Economic Development
Planning Division

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



STAFF REPORT

TO: Chairman Dan Stellato
And Members of the Planning & Development Committee

FROM: Russell Colby, Planning Division Manager

RE: General Amendment to Title 17 (Zoning Ordinance) regarding Off-Premise Signs for lots without street frontage in the CBD-1 and CBD-2 Districts

DATE: May 2, 2014

I. GENERAL INFORMATION

Project Name: General Amendment – Off-Premise Signs in CBD-1 and CBD-2

Applicant: Terry Grove

Purpose: Amendment to allow for off-premise signs for lots in the downtown without street frontage

II. BACKGROUND

Mr. Terry Grove is the owner of a property located at 309 N. 2nd St. (IL Route 31). This lot has no street frontage and is located between lots with frontage on N. 2nd St. and N. 4th St. The lot is not officially subdivided, meaning that it was not deliberately created by a City-approved subdivision. The building is a commercial structure that has been used for various uses over the years, including retail stores, offices and a fitness center.

Mr. Grove has found that the lack of signage along N. 2nd St. has hindered tenants in the building from having adequate visibility to passing traffic. The lack of signage also makes it difficult for visitors to locate the building.

Access agreements exist to provide vehicular access to the parcel across the property at 305 N. 2nd St. Additionally, an easement agreement allows for placement of an off-premise sign for the 309 property on the 305 lot.

III. PROPOSAL

Mr. Grove has request that the City amend the sign regulations in the Zoning Ordinance to permit off-site signs for lots in the downtown (CBD-1 and CBD-2) districts that lack street frontage. He has noted that his lot is unique in the downtown, as most lots have some street frontage due to the small block configuration.

Aerial Photo of 309 N. 2nd St.



IV. ANALYSIS

The Zoning Ordinance restricts off-premise signs in Section 17.28.080.G, “Prohibited Signs – Off-Premise Signs”:

“Signs which advertise a business or service not located on the same lot or within the same PUD or Shopping Center, or which otherwise do not relate to the uses permitted on the lot or within the same PUD or Shopping Center, such as billboards, are prohibited in all districts except PL Districts.”

In reviewing this provision, staff noticed the prohibition on billboards in the PL Public Land District is unclear, and this amendment would be an opportunity to clarify the intent of this language.

V. PROPOSED AMENDMENTS

Staff has drafted the proposed amendment text based upon the applicant’s desired amendment and staff’s interest in clarifying the Off-Premise Sign provisions.

Signs which advertise a business or service not located on the same lot or within the same PUD or Shopping Center, or which otherwise do not relate to the uses permitted on the lot or within the same PUD or Shopping Center, such as billboards, are prohibited in all districts except:

1. *In the PL District, an Identification Sign advertising a business or service may be located off-premise on an adjacent lot in the PL District.*
2. *In the CBD-1 and CBD-2 District, for lots without street frontage, in lieu of an Identification Sign located on the lot, an Identification Sign may be located off-premise on an adjacent lot with street frontage in either the CBD-1 or CBD-2 zoning district, subject to the authorization of the property owner.*
Any off-premise sign that is no longer utilized shall be removed by the owner of the sign or the owner of the property on which the sign is located.

The text limits the placement of the sign to an “adjacent lot” and the ability to install a sign on adjacent lot would be subject to the authorization of the property owner.

VI. PLAN COMMISSION REVIEW

The Plan Commission conducted a public hearing on April 22, 2014 and recommended approval of the application. The vote was 8-0. There was no significant discussion during the hearing.

VII. RECOMMENDATION

Staff recommends approval of the General Amendment Application.

FINDINGS OF FACT
GENERAL AMENDMENT

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

The Comprehensive Plan does not directly address sign requirements.

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

The proposed amendment is consistent with the intent of Chapter 17.28 “Signs”, to balance the need for business signage and economic development with the community’s interest in regulating signs to enhance the attractiveness of the City. For lots in the Downtown without street frontage, the amendment will allow an identification sign to be placed on an adjacent lot in a location that can be seen by passing traffic.

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

The proposed amendment represents a change in policy to permit off-premise signs for lots in the downtown without street frontage. The issue of identification signs for lots without street frontage was not previously addressed in the ordinance.

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

The amendment will apply to all properties in CBD-1 and CBD-2 districts, and specifically to lots without street frontage that can meet the other applicable criteria.

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

This amendment will not create any new nonconformities.

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

This amendment will apply to all CBD-1 and CBD-2 zoned lots that do not have street frontage.

EXISTING SIGN REGULATIONS FOR IDENTIFICATION SIGNS

SIGNS

| TABLE 17.28-2 PERMITTED SIGNS FOR BUSINESS AND MIXED USE DISTRICTS | | | | | | |
|---|--|---|--|---|---|--|
| Type | Maximum Number | Minimum ROW Setback | Maximum Area | Maximum Height | Other Requirements | |
| CBD-1 District: | | | | | | |
| Shopping Center Signs (freestanding) | One per street frontage | 10 ft | 100 sf | 15 ft | | |
| Identification Signs | One per lot | Type A signs: none Type B signs: 10 ft. | Type A signs: 16 sf Type B signs: 50 sf | Type A signs: 8 ft. Type B signs: 12 ft. | Type B signs permitted only on lots with ten or more accessory parking spaces | |
| Wall Signs | Primary | One per business, one per building street frontage, or one per business street frontage, whichever is greater | -- | 1.5 sf per linear ft of wall on which located, or 125 sf, whichever is less | No higher than height of building | |
| | Secondary | One per wall without street frontage facing a parking lot or public plaza or One per additional public entrance to a building located on a wall without street frontage | -- | 1.5 sf per linear ft of wall on which located, or 100 sf, whichever is less | No higher than height of building | Only permitted on wall meeting the conditions for Secondary Wall signs |
| Awnings and Canopies | One per business, one per building street frontage, one per business street frontage, or one per public entrance to business, whichever is greater | -- | Lettering = 1 sf per linear ft frontage of awning/canopy | No higher than height of building | Awnings shall be made of cloth. Backlit awnings are prohibited | |
| Projecting Signs | Primary | One per business | Maximum projection 4 ft from wall | 18 sf; Additional 12 sf permitted for a clock or time display. | No higher than height of building | Minimum spacing between signs with a clock or time display is 200 ft; changeable copy prohibited |
| | Secondary | For buildings with street frontage on Main Street: One per business, plus one additional per business for upper floor businesses | Maximum projection 2 ft from wall | 8 sf per sign | No higher than height of building | Must be located on wall directly opposite Main Street frontage; changeable copy prohibited |



| TABLE 17.28-2 PERMITTED SIGNS FOR BUSINESS AND MIXED USE DISTRICTS | | | | | |
|---|--|------------------------------------|--|----------------|--|
| Type | Maximum Number | Minimum ROW Setback | Maximum Area | Maximum Height | Other Requirements |
| Banners on freestanding poles | Not more than two designs or color schemes per lot | 5 ft. ¹ | Total area = 1 sf per 10 sf of lot frontage ¹ | -- | Only permitted in parking lots ¹ ; minimum vertical clearance 9 ft |
| Shopping District Signs/Banners | One per building | Maximum projection 4 ft. from wall | 20 sf | 15 ft | May identify only the Shopping District ² in which located; shall be of a uniform design within a Shopping District |

(Ord. 2010-Z-3 § 2; Ord. 2008-Z-24 § 19.)

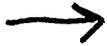
¹ Not applicable when banners are located on right of way or other public property.

² Shopping Districts include First Street South (First Street Redevelopment District); Third Street North (Old St. Charles); Riverside Drive/First Avenue (East Bank); and Century Corners.

TABLE 17.28-2 Continued

CBD-2 District:

| | | | | | |
|---------------------------------|---|--|--|---|--|
| Identification Signs | 1 per lot | Type A signs: none Type B signs: 10 ft. | Type A signs: 16 sf Type B signs: 50 sf | Type A signs: 8 ft. Type B signs: 10 ft. | Type B signs permitted only on lots of more than 35,000 sf and at least one nonresidential use |
| Wall Signs | One per business or one per street frontage, whichever is greater | -- | 1.5 sf per linear ft of wall on which located | No higher than height of building | |
| Awnings and Canopies | One per business or one per street frontage, whichever is greater | -- | Lettering = 1 sf per linear ft frontage of awning/canopy | -- | Awnings shall be made of cloth. Backlit awnings are prohibited |
| Projecting Signs | 1 per business or 1 per 50 linear feet of wall, whichever is less | Maximum projection 4 ft. from wall | 8 sf | -- | Changeable copy prohibited |
| Shopping District Signs/Banners | One per building | Maximum projection 4 ft. from wall | 20 sf | 15 ft | May identify only the Shopping District ³ in which located; shall be of a uniform design within a Shopping District |



³ Shopping Districts include First Street South (First Street Redevelopment District); Third Street North (Old St. Charles); Riverside Drive/First Avenue (East Bank); and Century Corners.

CITY OF ST. CHARLES

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

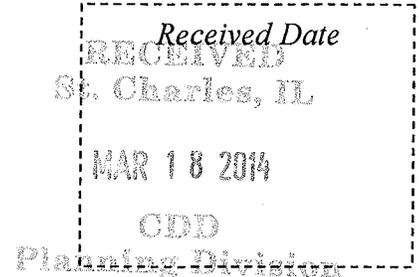


COMMUNITY DEVELOPMENT/PLANNING DIVISION

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

GENERAL AMENDMENT APPLICATION

| | |
|---------------------|----------------------------|
| CITYVIEW | |
| Project Name: | <u>Gen. Amend. - SIGNS</u> |
| Project Number: | <u>2014 -PR- 007</u> |
| Application Number: | <u>2014 -AP- 012</u> |



Instructions:

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

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

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

| | | |
|---|--|-------|
| 1. Applicant: | Name | Phone |
| | Address | Fax |
| | Terry F. Grove, Attorney At Law 311 N. 2nd St., Ste. 304 St. Charles, IL 60174 | Email |
| 2. Billing: <i>Who is responsible for paying application fees and reimbursements?</i> | Name | Phone |
| | Address | Fax |
| | Same as above | Email |

Attachment Checklist

- APPLICATION:** Completed application form
- APPLICATION FEE:** Application fee in accordance with Appendix B of the Zoning Ordinance.
- REIMBURSEMENT OF FEES AGREEMENT:** An original, executed Reimbursement of Fees Agreement and deposit of funds in escrow with the City, as provided by Appendix B of the Zoning Ordinance.
- WORDING OF THE REQUESTED TEXT AMENDMENT**
One (1) copy of Proposed Amendment (Letter Sized) and one (1) Electronic Microsoft Word version on CD-ROM

FINDINGS OF FACT SHEET – GENERAL AMENDMENT

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

As an applicant, the "burden of proof" is on you to show why the proposed amendment is appropriate. Therefore, you need to "make your case" by explaining how the following factors support your proposal. If a factor does not apply to the amendment in question, indicate "not applicable" and explain why it does not apply.



17.28.080.G 3/17/14
Amendment Description/Ordinance Section Number Date

From the Charles Zoning Ordinance, Section 17.04.320.C:

In making its recommendation to grant or deny an application for a Zoning Text Amendment, the Plan Commission shall consider:

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

N/A

2. The consistency of the proposed amendment with the intent and general regulations of this Title.
It allows a building owner who is entitled to a free-standing sign but has no place to put a sign that can be seen by any cars or pedestrians to place the sign in a location where it can be seen.

3. Whether the proposed amendment corrects an error or omission, adds clarification to existing requirements, is more workable than the existing text, or reflects a change in policy.
I believe the proposed amendment corrects an omission in that I don't believe the City thought about buildings in the downtown that don't have any side facing a street when they drafted the sign ordinance.

4. The extent to which the proposed amendment would be in the public interest and would not serve solely the interest of the applicant.
The City is interested in filling the downtown buildings with businesses that can thrive. It is difficult for a building to be utilized to its fullest extent if the building can't have a sign that fronts on any street.

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

The proposed amendment does not create any nonconformities.

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

There is no other building in the downtown that does not have at least one side facing a street. If another building in the future faces the same problem, that building will also be allowed an off-site sign as long as the building owner can satisfy all other City requirements.

| | | | | | | | |
|---|----------------------------------|--------------------------------------|--|-----------|---------------------|---|----|
|  | | AGENDA ITEM EXECUTIVE SUMMARY | | | | | |
| | | Title: | Recommendation to approve a Façade Improvement Grant Agreement for 100 W. Main St. (Hotel Baker) | | | | |
| | | Presenter: | Russell Colby | | | | |
| <i>Please check appropriate box:</i> | | | | | | | |
| | Government Operations | | | | Government Services | | |
| X | Planning & Development (5/12/14) | | | | City Council | | |
| Estimated Cost: | \$15,000 | | | Budgeted: | YES | X | NO |
| If NO, please explain how item will be funded: | | | | | | | |
| | | | | | | | |
| Executive Summary: | | | | | | | |
| <p>The Hotel Baker has requested a Façade Improvement Grant to assist with funding the repair of upper story windows on the south and east elevation. The windows will be reglazed where required and repainted.</p> <p>The Façade Improvement Grant program provides assistance to property owners and commercial tenants to rehabilitate and restore the exterior of buildings in the downtown. Grant funding is available first for buildings located in Special Service Area 1B (Downtown Revitalization) and secondarily for other properties located outside SSA 1B but within the Central Historic District. Applications are first reviewed by the Historic Preservation Commission for appropriateness of design. The grants are provided as a reimbursement for up to 50% of the funds invested into an exterior rehabilitation project, up to \$10,000 for a 30 ft. length of building façade. There is a limit of \$20,000 of grant funds per property in any 5 year period. The program budget for FY 14-15 is \$40,000.</p> <p>The Historic Preservation Commission reviewed the grant and recommend approval on 5/7/14, subject to the applicant and the contractor attending a future meeting to have the Commission approve a Certificate of Appropriateness. The Commission would like to review the methods the contractor will use to prevent the window glazing from failing prematurely.</p> <p>The cost of the work is estimated at approximately \$30,000 and the grant would cover up to \$15,000.</p> | | | | | | | |
| Attachments: <i>(please list)</i> | | | | | | | |
| Façade Improvement Grant Application, Grant Agreement | | | | | | | |
| Recommendation / Suggested Action <i>(briefly explain):</i> | | | | | | | |
| Recommendation to approve a Façade Improvement Grant Agreement for 100 W. Main St. (Hotel Baker) | | | | | | | |
| <i>For office use only:</i> | | <i>Agenda Item Number: 3d</i> | | | | | |

Received 3/7/14

**CITY OF ST. CHARLES
FACADE IMPROVEMENT PROGRAM
APPLICATION FORM**

A non-refundable fee of \$50.00 must accompany this application. Checks should be made payable to the City of St. Charles.

1) Applicant: Joselito C. Salas
(Name)

Home Address: _____

Business Address: 100 W. Main St. St. Charles IL 60174
(Street) (City/State/Zip) (Pt)

Federal Tax ID Number: #061705614

2) Building or establishment for which the reimbursement grant is sought

Hotel Baker 100 W. Main St.
(Street Address)

(Property Identification Number)

4) Is this property listed on the National Registry or designated as a Local Landmark: Yes No

3) Proposed Improvements(Check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Canopy/Awning | <input type="checkbox"/> Signage |
| <input checked="" type="checkbox"/> Windows/Doors | <input type="checkbox"/> Exterior Lighting |
| <input type="checkbox"/> Tuck pointing/Masonry Repair | <input type="checkbox"/> Restoration of Architectural Features |
| <input type="checkbox"/> Masonry Cleaning | <input type="checkbox"/> Rear Entrance Improvements(Please specify below) |
| <input checked="" type="checkbox"/> Painting | |
| <input type="checkbox"/> Other(Please Specify) _____ | |

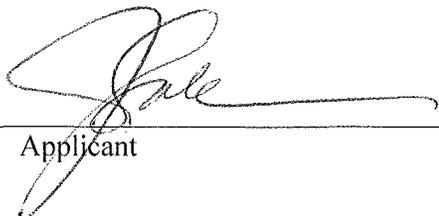
Describe the scope and purpose of the work to be done:

Scrape old glaze out and reglaze windows, prime and paint.

Preliminary Cost Estimate: \$ 29,120.00 City's Grant Amount: \$ _____

4) Statement of Understanding:

- A. I agree to comply with the guidelines and procedures of the St. Charles Façade Improvement Program.
- B. I understand that I must submit detailed cost documentation, copies of bids, contracts, invoices, receipts, and contractor's final waivers of lien upon completion of the approved improvements.
- C. I understand that work done before a Façade Improvement Agreement is approved by the City Council is not eligible for a grant.
- D. I understand the Façade Improvement reimbursement grants are subject to taxation and that the City is required to report the amount and recipient of said grants to the IRS

Signature  _____
Applicant

If the applicant is other than the owner, you must have the owner complete the following certificate:

I certify that I am the owner of the property at _____, and that I authorize the applicant to apply for a reimbursement grant under the St. Charles Facade Improvement Program and undertake the approved improvements.

Signature _____ Date _____
Owner

K & J Painting, Inc.
732 North Street
Geneva, Il 60134-1358
Phone: 630-404-2662
Cell: 262-945-2020

BID PROPOSAL

PROJECT: Hotel Baker – St. Charles

Date: 4-11-13

Plan Date: None

Includes: Addendum 0

Painting: 09900

Base Bid: \$ 29,120.00 + ↙

Alt \$40.00 EACH To replace broken panes.

Includes: South and East Elevation (Rt 64 and River Side) Scrape old glaze out and re-glaze windows (approx 50%) where needed. Prime and Paint. This includes lifts, permits etc.

Due to limited amount of space, only one lift will be used giving a time frame of 4-5 weeks, Monday thru Friday, for completion. (After talking with the city, weekends are not on option due to events).

Sidewalks will be blocked with co-ordination with the city of St. Charles . Access to front of hotel will remain open for patrons.

If you have any questions regarding the above, please feel free to contact me on my cell phone.

Sincerely,

Jay Trapp

set forth herein, but in no event shall the total CITY participation exceed ten thousand dollars (\$10,000) per facade, as defined herein, for eligible improvements to the front and/or side of a building, and ten thousand dollars (\$10,000) per building for eligible rear entrance improvements, with a maximum reimbursement amount of twenty thousand dollars(\$20,000) per building; and

WHEREAS, the OWNER/LESSEE's property is located within the Facade Improvement Business District, and the OWNER/LESSEE desires to participate in the Facade Improvement Program pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the CITY and the OWNER/LESSEE do hereby agree as follows:

SECTION 1:

A. With respect to facade improvements to the front and side of a building and related eligible improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of fifty percent (50%) of such cost, and shall reimburse OWNER/LESSEE for 100% of the cost of fees for architectural services pertaining to such improvements, up to a maximum amount of \$4,000 per building as defined herein, provided that the total reimbursement for improvements to the front and side of a building and related eligible improvements and architectural services shall not exceed ten thousand dollars (\$10,000) per facade as defined herein.

B. With respect to improvements to rear entrance(s) of a building and related eligible improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of fifty percent(50%) of such cost, and shall reimburse OWNER/LESSEE for 100 % of the cost of fees for architectural services pertaining to such improvements, up to a maximum amount of \$4,000 per building, provided that reimbursement for landscaping materials and installation shall not exceed \$1,000 per building, and provided that the total

reimbursement for rear entrance and related eligible improvements and architectural services shall not exceed ten thousand dollars(\$10,000) per building.

The actual total reimbursement amounts per this Agreement shall not exceed **\$15,000** for facade improvements to the front and side of a building and related eligible improvements and \$0 for improvements to rear entrance(s) of a building and related eligible improvements. The improvement costs which are eligible for City reimbursement include all labor, materials, equipment and other contract items necessary for the proper execution and completion of the work as shown on the plans, design drawings, specifications and estimates approved by the City. Such plans, design drawings, specifications and estimates are attached hereto as Exhibit I.

SECTION 2: No improvement work shall be undertaken until its design has been submitted to and approved by the City Council. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within six months from the date of such approval.

SECTION 3: The Director of Community Development shall periodically review the progress of the contractor's work on the facade improvement pursuant to this Agreement. Such inspections shall not replace any required permit inspection by the Building Commissioner and Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of this Agreement.

SECTION 4: Upon completion of the improvements and upon their final inspection and approval by the Director of Community Development, the OWNER/LESSEE shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor,

materials or equipment in the work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The OWNER/LESSEE shall also submit to the CITY a copy of the architect's statement of fees for professional services for preparation of plans and specifications. The CITY shall, within fifteen (15) days of receipt of the contractor's statement, proof of payment and lien waivers, and the architect's statement, issue a check to the OWNER/LESSEE as reimbursement for one-half of the approved construction cost estimate or one-half of the actual construction cost, whichever is less, and for 100% of architectural services fee, subject to the limitations set forth in Section 1 hereof.

In the alternative, at its sole discretion, CITY may reimburse OWNER/LESSEE in two payments. The first reimbursement may be made only 1) upon completion of work representing 50% or more of the maximum reimbursement specified in Section 1 hereof and 2) upon receipt by CITY of the architect's invoices, contractor's statements, invoices, proof of payment and notarized final lien waivers for the completed work and 3) upon a determination by the Director of Community Development that the remainder of the work is expected to be delayed for thirty days or more following completion of the initial work due to weather, availability of materials, or other circumstances beyond the control of the OWNER/LESSEE. The second, final reimbursement payment shall be made by CITY only upon submittal of all necessary documents as described herein.

SECTION 5: If the OWNER/LESSEE or his contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications and the terms of this Agreement, then upon written notice being given by the Director of Community Development to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

SECTION 6: Upon completion of the improvement work pursuant to this Agreement and for a period of five (5) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of five (5) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change or remove such improvements, or the approved design thereof, nor shall OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided for in this Agreement unless such changes are first submitted to the Director of Community Development, and any additional review body designated by the Director, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement. OWNER/LESSEE shall execute and record a restrictive covenant, in a form substantially the same as Exhibit "II" hereto, at City's request.

SECTION 7: The OWNER/LESSEE releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the facade improvement(s), including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any

settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said facade improvement(s).

SECTION 8: Nothing herein is intended to limit, restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises which is unrelated to the facade improvement provided for in this Agreement.

SECTION 9: This Agreement shall be binding upon the CITY and upon the OWNER/LESSEE and its successors, to said property for a period of five (5) years from and after the date of completion and approval of the facade improvement provided for herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of the provisions of this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNER/LESSEE

CITY OF ST. CHARLES

Mayor

ATTEST: _____
City Clerk

EXHIBIT "I"

Proposal from K&J Painting: \$30,000 (estimate)

| | |
|-----------------------|----------|
| Total Estimated Cost: | \$30,000 |
| Maximum Grant: | \$15,000 |



AGENDA ITEM EXECUTIVE SUMMARY

| | |
|------------|---|
| Title: | Recommendation to approve a Minor Change to PUD Preliminary Plan for Randall Rd. Commercial Center II PUD – Wendy’s, 942 S. Randall Rd. |
| Presenter: | Russell Colby |

Please check appropriate box:

| | | | |
|---|------------------------------------|--|---------------------|
| | Government Operations | | Government Services |
| X | Planning & Development – (5/12/14) | | City Council |
| | Public Hearing | | |

| | | | | | | |
|-----------------|-----|-----------|-----|--|----|--|
| Estimated Cost: | N/A | Budgeted: | YES | | NO | |
|-----------------|-----|-----------|-----|--|----|--|

If NO, please explain how item will be funded:

Executive Summary:

The Wendy’s Restaurant located at 942 S. Randall Rd. was constructed in 2001 as a part of the Randall Road Commercial Phase II PUD (Ord. #2000-Z-24). The City approved a Special Use for the Drive Through (Ord. #2000-Z-25) and PUD Preliminary Plans for the building and site (Resolutions 2000-52 and 2001-3).

The owners are proposing to renovate the exterior of the building to reflect a new corporate design for Wendy’s Restaurants. The building footprint and site plan would not be changed.

Staff has reviewed the drawings for conformance with the PUD ordinance and Zoning Ordinance building design criteria. Staff has determined the plans comply with all requirements, subject to the following:

- The Zoning Ordinance states that primary colors should not be used as “predominant façade colors.” Staff concluded the use of the red color on the front elevation tower element is permitted as this is an accent feature of the building rather than a predominant façade color.
- EIFS (Dryvit) material shown on the plans is not permitted; however the applicant plans to utilize Aluminum Composite Panels (which are a permitted material) in lieu of the EIFS. This material change will be noted on the approved plans.

Attachments: *(please list)*

Application for Minor Change to PUD; Plan documents

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve a Minor Change to PUD Preliminary Plan for Randall Rd. Commercial Center II PUD – Wendy’s, 942 S. Randall Rd.

| | |
|-----------------------------|-------------------------------|
| <i>For office use only:</i> | <i>Agenda Item Number: 3e</i> |
|-----------------------------|-------------------------------|

CITY OF ST. CHARLES

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



COMMUNITY DEVELOPMENT/PLANNING DIVISION

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

MINOR CHANGE TO PUD APPLICATION

Received Date
RECEIVED
St. Charles, IL

MAY - 2 2014

CDD
Planning Division

CITYVIEW
Project Name: Randall Rd. Commercial phase II
Project Number: 2014 -PR- 013
Application No. 2014 -AP- 013

Instructions:

A Minor Change to PUD is one that modifies an approved PUD Preliminary Plan in a manner that complies with all standards of the Special Use for PUD Ordinance applicable to the property and meets the definition of a Minor Change as contained either in Section 17.04.430 of the Zoning Ordinance or the Special Use for PUD Ordinance.

To request approval of a Minor Change, complete this application and submit it with all required attachments to the Planning Division. When the application is complete, City staff will schedule a review by the Planning and Development Committee of the City Council. The Committee's recommendation will be forwarded to the City Council for final action.

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

| | | | |
|---|--|--|---------------------------|
| 1. Property Information: | Parcel Number (s): 09-33-351-038 | | |
| | Street Address (or common location if no address is assigned): 942 S. Randall Road, St Charles IL 60175 | | |
| 2. Applicant Information: | Name | Wenzak QSC Management Inc. dba Wendy's | Phone 630-291-3716 |
| | Address | Wenzak QSC Management, Inc. PO Box 6107, Aurora, IL 60598 | Fax 630-236-7301 |
| | | | Email Susan@wenzak.com |
| 3. Record Owner Information: | Name | Michael Zak | Phone 630-247-8505 |
| | Address | PO Box 6107 Aurora, IL 60598 | Fax 630-236-7301 |
| | | | Email Mike@wenzak.com |
| 4. Billing: <i>To whom should costs for this application be billed?</i> | Name | Wenzak QSC Management, Inc. | Phone 630-236-3982 |
| | Address | PO Box 6107 Aurora, IL 60598 | Fax 630-236-7301 |
| | | | Email Susan@wenzak.com |

INFORMATION FOR PROPOSED MINOR CHANGE:

NAME OF PUD: Randall Road Commercial Phase II

PUD ORDINANCE #: 2000-2-24

Identify Specific PUD Plans to be changed:

1. Exterior Elevations & Exterior Finish Schedule (Res. # 2000-52)
2. _____
3. _____

Description of Proposed Changes:

Revised building elevation

Attachment Checklist

- APPLICATION:** Completed application form signed by the applicant
- APPLICATION FEE:** Application fee in accordance with Appendix B of the Zoning Ordinance.
- REIMBURSEMENT OF FEES AGREEMENT:** An original, executed Reimbursement of Fees Agreement and deposit of funds in escrow with the City, as provided by Appendix B of the Zoning Ordinance.
- PROOF OF OWNERSHIP and DISCLOSURE:**
 - a) a current title policy report; or
 - b) a deed and a current title search.

If the owner is not the applicant, an original letter of authorization from the owner permitting the applicant to act on his/her behalf is required. If the owner or applicant is a Trust, a disclosure of all beneficiaries; if the owner or applicant is a Partnership, a disclosure of all partners; if the owner or applicant is a Corporation, a disclosure of all owners with an interest of at least ten percent (10%).
- LEGAL DESCRIPTION:** For entire subject property, on 8 1/2 x 11 inch paper
- PLAT OF SURVEY:**

A current plat of survey for the Subject Realty showing all existing improvements on the property, prepared by a registered Illinois Professional Land Surveyor.
- COVER LETTER:** describing the proposed minor change requested, why it is necessary, and how it is different from the currently approved plan.

□ **PLANS:**

All required plans shall be drawn on sheets no larger than 24" x 36", unless the Director of Community Development permits a larger size when necessary to show a more comprehensive view of the project. All required plans shall show north arrow and scale, and shall be drawn at the same scale (except that a different scale may be used to show details or specific features). All plans shall include the name of the project, developer or owner of site, person or firm preparing the plan, and the date of plan preparation and all revisions.

Copies of Plans:

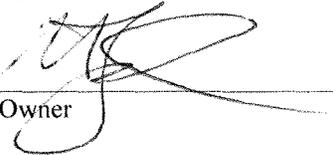
- Initial Submittal - Fifteen (15) full size copies, Three (3) 11" by 17", and a PDF electronic file on a CD-ROM.

Plans Shall include the following:

- Site Plan indicating location of proposed change.
- Existing streets on and adjacent to the tract.
- Architectural elevations showing existing/approved and proposed building design, color and materials (if applicable)
- If change is proposed to landscaping, show approved and proposed drawings, indicate species and quantities of plant material to replace existing/approved materials.

Additional information may be necessary depending on the specific change proposed.

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



Record Owner

5/1/2014

Date

Applicant or Authorized Agent

Date

CG3480 - REMODEL

2014 Standard Design

Renderings



Pick-Up Window View

2014 Standard Design
CG3480 - REMODEL

Renderings



Entry View

2014 Standard Design
CG3480 - REMODEL

Renderings



Pick-Up Window View

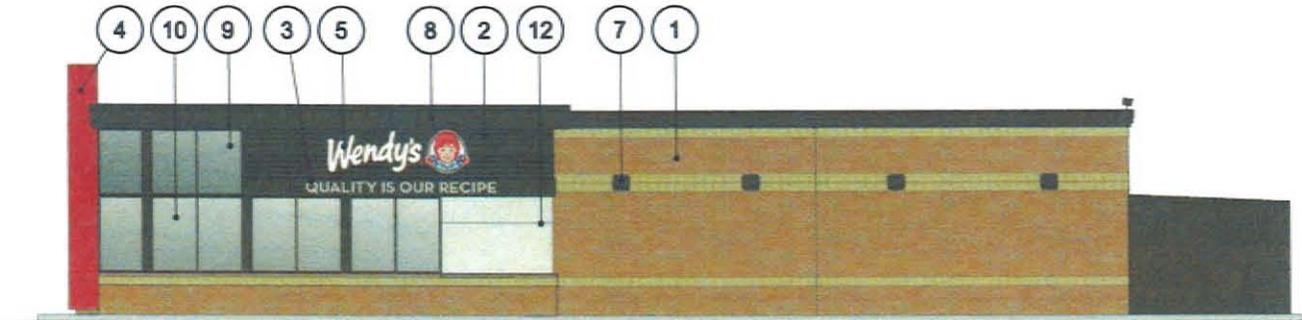


Material Legend

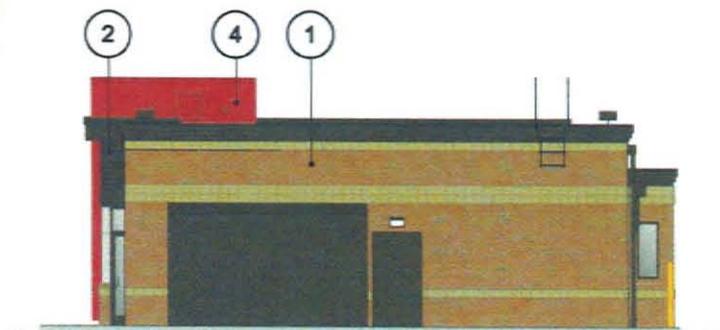
- 1 Existing Brick & Spilt Face
- 2 Corrugated Metal
- 3 Exterior Brand Graphic
- 4 EIFS Red Blade
ACM Panels
- 5 New Exterior Sign
- 6 "Thank You" Sign
- 7 New Light Fixture
- 8 Metal Trim
- 9 Spandrel Glass
- 10 Storefront Glazing System
- 11 Exterior Tile
- 12 EIFS Window Surround
ACM panels



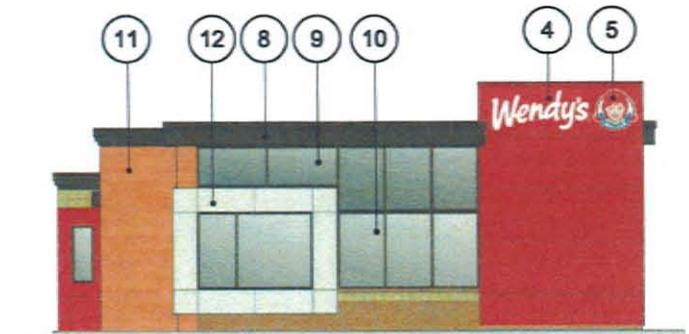
LEFTSIDE ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION

Wendy's CG3480 - Spandrel Glass

| | | | | | | | | |
|---|----------------------------------|--------------------------------------|---|-----------|---------------------|---|----|--|
|  | | AGENDA ITEM EXECUTIVE SUMMARY | | | | | | |
| | | Title: | Recommendation to approve a Façade Improvement Grant Agreement for 117 E. Main St. (Berry's Barbershop) | | | | | |
| | | Presenter: | Russell Colby | | | | | |
| <i>Please check appropriate box:</i> | | | | | | | | |
| | Government Operations | | | | Government Services | | | |
| X | Planning & Development (5/12/14) | | | | City Council | | | |
| Estimated Cost: | \$10,000 | | | Budgeted: | YES | X | NO | |
| If NO, please explain how item will be funded: | | | | | | | | |
| | | | | | | | | |
| Executive Summary: | | | | | | | | |
| <p>Michael Hayden of Berry's Barbershop has requested a Façade Improvement Grant to assist with funding a renovation of the storefront and new signage. Work includes repair of the entry stairs, repair of the storefront windows, and replacement of the vertical siding panels on the storefront with a more appropriate design.</p> <p>The Façade Improvement Grant program provides assistance to property owners and commercial tenants to rehabilitate and restore the exterior of buildings in the downtown. Grant funding is available first for buildings located in Special Service Area 1B (Downtown Revitalization) and secondarily for other properties located outside SSA 1B but within the Central Historic District. Applications are first reviewed by the Historic Preservation Commission for appropriateness of design. The grants are provided as a reimbursement for up to 50% of the funds invested into an exterior rehabilitation project, up to \$10,000 for a 30 ft. length of building façade. There is a limit of \$20,000 of grant funds per property in any 5 year period. The program budget for FY 14-15 is \$40,000.</p> <p>The Historic Preservation Commission reviewed the grant and recommend approval on 5/7/14, subject to the applicant obtaining a Certificate of Appropriateness for the final design of the storefront residing.</p> <p>The cost of the work is estimated at approximately \$20,000 and the grant would cover up to \$10,000.</p> | | | | | | | | |
| Attachments: <i>(please list)</i> | | | | | | | | |
| Façade Improvement Grant Application, Grant Agreement | | | | | | | | |
| Recommendation / Suggested Action <i>(briefly explain):</i> | | | | | | | | |
| Recommendation to approve a Façade Improvement Grant Agreement for 117 E. Main St. (Berry's Barbershop) | | | | | | | | |
| <i>For office use only:</i> | | <i>Agenda Item Number: 3f</i> | | | | | | |

Received 5/5/14

**CITY OF ST. CHARLES
FACADE IMPROVEMENT PROGRAM
APPLICATION FORM**

A non-refundable fee of \$50.00 must accompany this application. Checks should be made payable to the City of St. Charles.

1) Applicant: Michael Hayden / John Gentile Jr.
(Name)

Home Address: 536 Meadowview Dr. West Chicago IL 60185
(Street) (City/State/Zip)

Business Address: 117 E Main St. St. Charles IL 60174
(Street) (City/State/Zip)

Federal Tax ID Number: _____

2) Building or establishment for which the reimbursement grant is sought

117 E Main St. St. Charles IL 60174
(Street Address)

09-27-389-006
(Property Identification Number)

4) Is this property listed on the National Registry or designated as a Local Landmark: Yes No

3) Proposed Improvements(Check all that apply):

- Canopy/Awning
- Windows/Doors
- Tuck pointing/Masonry Repair
- Masonry Cleaning
- Painting
- Other(Please Specify) _____
- Signage
- Exterior Lighting
- Restoration of Architectural Features
- Rear Entrance Improvements(Please specify below)

Describe the scope and purpose of the work to be done:

See Attached

Preliminary Cost Estimate: \$ 20,000 City's Grant Amount: \$ 10,000

4) Statement of Understanding:

- A. I agree to comply with the guidelines and procedures of the St. Charles Façade Improvement Program.
- B. I understand that I must submit detailed cost documentation, copies of bids, contracts, invoices, receipts, and contractor's final waivers of lien upon completion of the approved improvements.
- C. I understand that work done before a Façade Improvement Agreement is approved by the City Council is not eligible for a grant.
- D. I understand the Façade Improvement reimbursement grants are subject to taxation and that the City is required to report the amount and recipient of said grants to the IRS

Signature Michael C. Doyle / John Gentile
Applicant

If the applicant is other than the owner, you must have the owner complete the following certificate:

I certify that I am the owner of the property at 117 E Main St., and that I authorize the applicant to apply for a reimbursement grant under the St. Charles Facade Improvement Program and undertake the approved improvements.

Signature [Signature] Date April 1 2014
Owner

BERRY'S BARBER SHOP





Please sign and fax to 630-293-7310 or email approval or changes to design@signarama-westchicago.com.

Spelling is your responsibility. Sizes are noted. Drawing is not to scale.

Colors will vary from electronic proof. If color is critical, a digital printout of part of your order will need to be printed and approved by you prior to completion of order. This will require an extra cost of \$25.

PLEASE MARK ONE:

approved as is

Change noted, please send new proof: (up to 3 proofs provided at no charge)

Color is critical. Please print out a color sample for approval at an additional cost of \$25.00.

Proof Created:
Current Date: 4/1/2014
Current Time: 8:58:56 AM

WIP #: 00
Sales Rep: 00

Signarama
The way to grow your business.

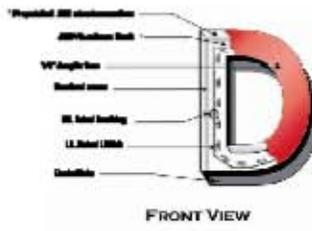
946 N. Neltner, Unit 114, West Chicago, IL 60185
Phone: 630-293-7300 Fax: 630-293-7310
Website: www.signarama-westchicago.com
Email: design@signarama-westchicago.com

Signature: _____

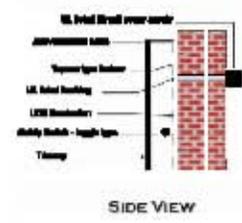
Date: _____



Qty. 1, lighted cabinet on front of building.
Illuminated with LED
BLUE Jewelite
BLUE returns



Qty. 1, lighted cabinet on corner of building.
Illuminated with LED
BLUE Jewelite
BLUE returns



From:
Braeburn Construction (Peter Fichtner)
322 S Jackson st
Batavia, IL 60510
630-326-9170
www.braeburncons@yahoo.com

To:
Berry's Barbershop
Michael Hayden
117 E Main St
St. Charles, IL 60174

Date: 3/27/2014
Invoice# 2714

Work to be performed at:
Same

Work to be performed: All efforts will be made to preserve historical and architectural integrity,

- * replace front façade with owner approved materials necessary to complete the upgrade of the barber shop area only
- Specifically including the following: Rip and remove only as needed any rotted or broken material to dumpster or private hauler.
- Accommodate new siding and trim elements utilizing weather proof materials such as cement or cedar siding and trim. Caulk and Paint all new work 2 coats
- *Replace and re-trim steel basement entry door with fire rated unit, owner approved door (code approved)
- * replace concrete stoop
- * install pan and drain line for A/C
- * install approved handrail
- * price includes safety measures for sidewalk
- * removal of all debris
- * permits and fees
- * insurance costs

All material is guaranteed to be specified, and the above work to be performed in accordance with the drawings and specifications for above work and completed in substantial workmanlike manner for the sum of:

Total = \$10,000.00

Cash or check. Add 5% for credit cards.

Payment schedule

Deposit = \$5,500.00
Final upon completion = \$5,500.00

Options:

Delivery time on material is approximately 1 weeks from order date. Approximate completion time shall be 6-7 Business days.

Braeburn Construction, Inc shall be responsible for all permits and fees applicable.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents, weather or delays beyond our control. X- _____

Note - This proposal may be withdrawn by us if not accepted within 30 days.

Peter Fichtner

Date

Customers signature

Date

R&B

GLASS Corp



720 N 17TH STREET
ST. CHARLES IL 60174
(630)549-0280 Fax:(630)945-3922

Date: 03/26/2014

Quote: 58

Customer

BERRY'S BARBERSHOP/ MICHAEL HAYDEN
117 E MAIN ST.
SAINT CHARLES IL 60174

H (630)584-2503 W (630)584-2503

Csr:EB Tech: PO Terms: C.O.D

| Qty | Part / Description | Item Total |
|-----|---|------------|
| 1 | ALU- DARK BRONZE - ALUMINUM- 2" x 4 1/2" US Aluminum store front , tempered safety glass with logo. | 7,426.79 |

Notes: A 50% deposit is needed to place this custom order.

Job Site: BERRY'S BARBERSHOP/ MICHAEL HAYDEN
117 E MAIN ST.
SAINT CHARLES IL 60174

Signature _____

| Labor | Tax | Total | Payments | Balance |
|----------|--------|----------|----------|----------|
| 2,000.00 | 447.71 | 7,874.50 | 0.00 | 7,874.50 |

Sign*A*Rama West Chicago
 JRC Enterprises LLC
 946 N. Neltor Blvd # 114
 West Chicago IL 60185
 United States
 Phone: (630)293-7300 Fax : (630)293-7310
 info@signarama-westchicago.com
 www.signarama-westchicago.com



| | |
|--|-------------------------------------|
| Quote 2037 - Illuminated Box Sign | Expiration Date : 04/12/2014 |
|--|-------------------------------------|

| Quote for | Contact | Shipping/Install |
|--|--|------------------|
| Berry's Barber Shop 619 W. Main St. St. Charles IL 60185 United States | Michael Hayden Phone : 1(630) 584-2503 Email : MichaelCHayden@comcast.net Address : 619 W. Main St. St. Charles IL 60185 United States | |

| Quote # | Quote Date | Sales Rep | Payment Terms | PO | PO Date |
|-------------|------------|--|---------------|----|---------|
| 2037 | 03/28/2014 | John Catalano jc@signarama-westchicago.com | | | |

Items

| # | Item | Qty | Unit Price | Total | Tax |
|---|--|-----|------------|------------|----------|
| 1 | Custom Cabinets Custom Cabinets : Includes : 1.0 Hrs Installation Subcontracted - Installation Subcontracted | 1 | \$3,130.00 | \$3,130.00 | \$192.20 |

Total

| Sub Total | Total Tax | Final Price |
|------------|-----------|-------------|
| \$3,130.00 | \$192.20 | \$3,322.20 |

| | |
|----------------------------|------------|
| Downpayment(50.0 %) | \$1,661.10 |
|----------------------------|------------|

Terms And Conditions Invoices & Cancellation of Orders: Sign-A-Rama (Vendor) prepares your order according to your specifications. Therefore, prior to its commencement, your order is only cancelable with the Vendor's prior written consent. After commencement of your order (the point at which materials are assembled and work has begun), your order is non-cancelable. The Customer is Solely Responsible for Proofreading Vendor does not assume any responsibility for the correctness of copy. Therefore, you must review and sign a proof prior to our commencement of your order. By signing your proof, you approve of its content and release the Vendor to commence our work. You are solely responsible for the content of the proof once it has been signed. However, if we should make an error in producing the work as proofed, please be assured that we will redo the work as quickly as possible and without charge to you. Vendor's Liability Vendor's total liability is hereby expressly limited to the services indicated on the invoice and Vendor will not be liable for any subsequent damages, consequential damages, or otherwise. All dates promised on this invoice are approximations unless the word "firm" is written and acknowledged by the Vendor.

Terms of Payment: Upon ordering, you must give Vendor a 50% deposit. Your balance will be due upon delivery and/or installation. Vendor may, at its sole discretion, extend credit terms to you upon approval. Collection Procedures: Invoices are considered delinquent thirty (30) days from the date that your order is completed. After the thirtieth day, a late charge of \$25.00, together with interest accruing at the rate of 1.5% per annum, or the maximum rate allowable by law is assessed. You shall be liable for all costs related to collection of delinquent invoices, including court costs and attorney's fees. Customer's Acceptance of Work: Customer's acceptance, either personal or through his/her agent(s) and/or employee(s) of the work ordered shall be deemed as full acceptance. This means that by accepting delivery of the work, customer affirms that the work substantially conforms to all expectations. Lost or Substantially Forgotten Work: If customer does not take possession of completed work within thirty (30) days from notification of completion, then the work will be considered lost or forgotten, and vendor will not be responsible for further loss. Customer will be billed and responsible for payment for work that has been completed

for **Berry's Barber Shop**

| | |
|------------------|-------------|
| Signature | Date |
|------------------|-------------|

Sign*A*Rama West Chicago
 JRC Enterprises LLC
 946 N. Neltor Blvd # 114
 West Chicago IL 60185
 United States
 Phone: (630)293-7300 Fax : (630)293-7310
 info@signarama-westchicago.com
 www.signarama-westchicago.com



| | |
|--|-------------------------------------|
| Quote 2044 - Illuminated Box Sign (Side of Building)2 | Expiration Date : 04/16/2014 |
|--|-------------------------------------|

| Quote for | Contact | Shipping/Install |
|--|--|------------------|
| Berry's Barber Shop 619 W. Main St. St. Charles IL 60185 United States | Michael Hayden Phone : 1(630) 584-2503 Email : MichaelCHayden@comcast.net Address : 619 W. Main St. St. Charles IL 60185 United States | |

| Quote # | Quote Date | Sales Rep | Payment Terms | PO | PO Date |
|-------------|------------|--|---------------|----|---------|
| 2044 | 04/01/2014 | John Catalano jc@signarama-westchicago.com | | | |

Items

| # | Item | Qty | Unit Price | Total | Tax |
|---|--|-----|------------|------------|----------|
| 1 | Custom Cabinets Custom Cabinets : Side of Building Includes : 1.0 Hrs Installation Subcontracted - Installation Subcontracted | 1 | \$1,700.00 | \$1,700.00 | \$108.50 |

Total

| Sub Total | Total Tax | Final Price |
|------------|-----------|-------------|
| \$1,700.00 | \$108.50 | \$1,808.50 |

| | |
|----------------------------|----------|
| Downpayment(50.0 %) | \$904.25 |
|----------------------------|----------|

Terms And Conditions Invoices & Cancellation of Orders: Sign-A-Rama (Vendor) prepares your order according to your specifications. Therefore, prior to its commencement, your order is only cancelable with the Vendor's prior written consent. After commencement of your order (the point at which materials are assembled and work has begun), your order is non-cancelable. The Customer is Solely Responsible for Proofreading Vendor does not assume any responsibility for the correctness of copy. Therefore, you must review and sign a proof prior to our commencement of your order. By signing your proof, you approve of its content and release the Vendor to commence our work. You are solely responsible for the content of the proof once it has been signed. However, if we should make an error in producing the work as proofed, please be assured that we will redo the work as quickly as possible and without charge to you. Vendor's Liability Vendor's total liability is hereby expressly limited to the services indicated on the invoice and Vendor will not be liable for any subsequent damages, consequential damages, or otherwise. All dates promised on this invoice are approximations unless the word "firm" is written and acknowledged by the Vendor.

Terms of Payment: Upon ordering, you must give Vendor a 50% deposit. Your balance will be due upon delivery and/or installation. Vendor may, at its sole discretion, extend credit terms to you upon approval. Collection Procedures: Invoices are considered delinquent thirty (30) days from the date that your order is completed. After the thirtieth day, a late charge of \$25.00, together with interest accruing at the rate of 1.5% per annum, or the maximum rate allowable by law is assessed. You shall be liable for all costs related to collection of delinquent invoices, including court costs and attorney's fees. Customer's Acceptance of Work: Customer's acceptance, either personal or through his/her agent(s) and/or employee(s) of the work ordered shall be deemed as full acceptance. This means that by accepting delivery of the work, customer affirms that the work substantially conforms to all expectations. Lost or Substantially Forgotten Work: If customer does not take possession of completed work within thirty (30) days from notification of completion, then the work will be considered lost or forgotten, and vendor will not be responsible for further loss. Customer will be billed and responsible for payment for work that has been completed

for **Berry's Barber Shop**

| | |
|------------------|-------------|
| Signature | Date |
|------------------|-------------|



**City of St. Charles
Facade Improvement Agreement**

THIS AGREEMENT, entered into this 19th day of May, 2014, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: Michael Hayden/John Gentile Jr.
Name of Business: Berry's Barbershop
Tax ID#/Social Security #
Address of Property to be Improved: 117 W. Main St., St. Charles, IL 60174
PIN Number: 09-27-389-006

WITNESSETH:

WHEREAS, the CITY has established a Facade Improvement Program for application within the St. Charles Facade Improvement Business District ("District"); and

WHEREAS, said Facade Improvement Program is administered by the CITY with the advice of the Historic Preservation Commission and is funded from the general fund for the purposes of controlling and preventing blight and deterioration within the District; and

WHEREAS, pursuant to the Facade Improvement Program CITY has agreed to participate, subject to its sole discretion, 1) in reimbursing Owners/Lessees for the cost of eligible exterior improvements to commercial establishments within the District up to a maximum of one-half(1/2) of the approved contract cost of such improvements and 2) in reimbursing Owners/Lessees for 100% of the cost of the services of an architect for such facade improvements up to a maximum of \$4,000 per building, as

set forth herein, but in no event shall the total CITY participation exceed ten thousand dollars (\$10,000) per facade, as defined herein, for eligible improvements to the front and/or side of a building, and ten thousand dollars (\$10,000) per building for eligible rear entrance improvements, with a maximum reimbursement amount of twenty thousand dollars(\$20,000) per building; and

WHEREAS, the OWNER/LESSEE's property is located within the Facade Improvement Business District, and the OWNER/LESSEE desires to participate in the Facade Improvement Program pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the CITY and the OWNER/LESSEE do hereby agree as follows:

SECTION 1:

A. With respect to facade improvements to the front and side of a building and related eligible improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of fifty percent (50%) of such cost, and shall reimburse OWNER/LESSEE for 100% of the cost of fees for architectural services pertaining to such improvements, up to a maximum amount of \$4,000 per building as defined herein, provided that the total reimbursement for improvements to the front and side of a building and related eligible improvements and architectural services shall not exceed ten thousand dollars (\$10,000) per facade as defined herein.

B. With respect to improvements to rear entrance(s) of a building and related eligible improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of fifty percent(50%) of such cost, and shall reimburse OWNER/LESSEE for 100 % of the cost of fees for architectural services pertaining to such improvements, up to a maximum amount of \$4,000 per building, provided that reimbursement for landscaping materials and installation shall not exceed \$1,000 per building, and provided that the total

reimbursement for rear entrance and related eligible improvements and architectural services shall not exceed ten thousand dollars(\$10,000) per building.

The actual total reimbursement amounts per this Agreement shall not exceed **\$10,000** for facade improvements to the front and side of a building and related eligible improvements and \$0 for improvements to rear entrance(s) of a building and related eligible improvements. The improvement costs which are eligible for City reimbursement include all labor, materials, equipment and other contract items necessary for the proper execution and completion of the work as shown on the plans, design drawings, specifications and estimates approved by the City. Such plans, design drawings, specifications and estimates are attached hereto as Exhibit I.

SECTION 2: No improvement work shall be undertaken until its design has been submitted to and approved by the City Council. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within six months from the date of such approval.

SECTION 3: The Director of Community Development shall periodically review the progress of the contractor's work on the facade improvement pursuant to this Agreement. Such inspections shall not replace any required permit inspection by the Building Commissioner and Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of this Agreement.

SECTION 4: Upon completion of the improvements and upon their final inspection and approval by the Director of Community Development, the OWNER/LESSEE shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor,

materials or equipment in the work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The OWNER/LESSEE shall also submit to the CITY a copy of the architect's statement of fees for professional services for preparation of plans and specifications. The CITY shall, within fifteen (15) days of receipt of the contractor's statement, proof of payment and lien waivers, and the architect's statement, issue a check to the OWNER/LESSEE as reimbursement for one-half of the approved construction cost estimate or one-half of the actual construction cost, whichever is less, and for 100% of architectural services fee, subject to the limitations set forth in Section 1 hereof.

In the alternative, at its sole discretion, CITY may reimburse OWNER/LESSEE in two payments. The first reimbursement may be made only 1) upon completion of work representing 50% or more of the maximum reimbursement specified in Section 1 hereof and 2) upon receipt by CITY of the architect's invoices, contractor's statements, invoices, proof of payment and notarized final lien waivers for the completed work and 3) upon a determination by the Director of Community Development that the remainder of the work is expected to be delayed for thirty days or more following completion of the initial work due to weather, availability of materials, or other circumstances beyond the control of the OWNER/LESSEE. The second, final reimbursement payment shall be made by CITY only upon submittal of all necessary documents as described herein.

SECTION 5: If the OWNER/LESSEE or his contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications and the terms of this Agreement, then upon written notice being given by the Director of Community Development to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

SECTION 6: Upon completion of the improvement work pursuant to this Agreement and for a period of five (5) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of five (5) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change or remove such improvements, or the approved design thereof, nor shall OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided for in this Agreement unless such changes are first submitted to the Director of Community Development, and any additional review body designated by the Director, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement. OWNER/LESSEE shall execute and record a restrictive covenant, in a form substantially the same as Exhibit "II" hereto, at City's request.

SECTION 7: The OWNER/LESSEE releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the facade improvement(s), including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any

settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said facade improvement(s).

SECTION 8: Nothing herein is intended to limit, restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises which is unrelated to the facade improvement provided for in this Agreement.

SECTION 9: This Agreement shall be binding upon the CITY and upon the OWNER/LESSEE and its successors, to said property for a period of five (5) years from and after the date of completion and approval of the facade improvement provided for herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of the provisions of this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNER/LESSEE

CITY OF ST. CHARLES

Mayor

ATTEST: _____
City Clerk

EXHIBIT “I”

Proposal for Façade Repair: \$10,000
Proposal for Window Repair: \$7,426
Proposal for Signs: \$5,130

Total Estimated Cost: \$22,556
Maximum Grant: \$10,000



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Update on the 2014 Restaurant Week Promotion - Information Only

Staff: Matthew O'Rourke

Please check appropriate box:

| | | | |
|---|----------------------------------|--|---------------------|
| | Government Operations | | Government Services |
| X | Planning & Development (5/12/14) | | City Council |

| | | | | | | |
|-----------------|-----|-----------|-----|--|----|--|
| Estimated Cost: | N/A | Budgeted: | YES | | NO | |
|-----------------|-----|-----------|-----|--|----|--|

If NO, please explain how item will be funded:

Executive Summary:

As part of the ongoing efforts of the Economic Development Division to update the City Council on marketing and promotional efforts, staff is presenting an update on this year Restaurant Week event. This was the 4th year of the event which is typically held in the last week of February to increase patrons and shopping traffic in the City during a typically slow time of the year. This year Restaurant Week took place from February 24 to February 28 and was a very successful event that created noticeable increase in activity.

Highlights of this year's event are:

- 34 restaurants (**the most ever**) participated.
- 29,944 St. Charles and neighboring area residents received the mailed Restaurant Week Post card (**the most ever**).
- The event was advertised in the Daily Herald, The Den resident newsletter, and Neighbors magazine.
- Patrons received a 25% discount on their final bill over \$20 (tips and alcohol not included).
- There were over 3,000 unique views of the Restaurant Week 2014 website page.
- 732 residents visited participating restaurant's websites using the link provided on the City's website.

As part of this event, staff asked each participating restaurant to take a summary survey (6 restaurants took the survey). The following is a summary of this survey:

- 100% of respondents stated they will participate in next year's promotion.
- 83% of respondents noticed an increase in business.
- 100% of respondents felt that the 5 day time period was appropriate and did not want to see modifications.
- 100% of respondents felt that City staff's handling of the promotion was "good" or "very good".

Attachments: *(please list)*

Recommendation / Suggested Action *(briefly explain):*

Update of the 2014 Restaurant Week Promotion - Information Only

For office use only:

Agenda Item Number: 3g

| | | | | | | | |
|---|----------------------------------|--------------------------------------|---|-----------|---------------------|--|----|
|  ST. CHARLES SINCE 1834 | | AGENDA ITEM EXECUTIVE SUMMARY | | | | | |
| | | Title: | Update regarding Amortization of Nonconforming Signs - Information only | | | | |
| | | Staff: | Bob Vann | | | | |
| <i>Please check appropriate box:</i> | | | | | | | |
| | Government Operations | | | | Government Services | | |
| X | Planning & Development (5/12/14) | | | | City Council | | |
| Estimated Cost: | N/A | | | Budgeted: | YES | | NO |
| If NO, please explain how item will be funded: | | | | | | | |
| Executive Summary: | | | | | | | |
| <p>In October 2006, the City did a complete revision to the Zoning Ordinance (i.e. Title 17 of the City Code). Included in the revision was a provision that all nonconforming freestanding and wall-mounted signs be brought into compliance with the applicable requirements of Title 17 after a 3-year period, by October 16, 2009.</p> <p>This provision was modified by City Council in 2009, 2011 and 2013 to provide extensions to the amortization period due to the economic downturn and ongoing construction on Route 64. The amortization period will end on October 16, 2014 and the non-conforming signs will have to be brought into compliance with the zoning ordinance by this date.</p> <p>Building & Code Enforcement staff have identified a total of 43 non-conforming freestanding signs. Most of the wall-mounted non-conforming signs have come into compliance over the past few years, since these tend to be refaced frequently.</p> <p>City Council granted authorization in July 2013 to proceed with the process of working with property owners to bring signs into compliance by October 2014. Since fall 2013, staff initiated the process of notifying property owners of the upcoming October 16th deadline and has since been shepherding business and property owners through the permitting process. Please note that some properties have already come into compliance, some are currently in the process of installing new signs, and a few others are already in for sign permits.</p> <p>Staff will continue to work with the remaining property owners to guide them through the process of coming into compliance.</p> | | | | | | | |
| Attachments: <i>(please list)</i> | | | | | | | |
| List of non-conforming signs | | | | | | | |
| Recommendation / Suggested Action <i>(briefly explain):</i> | | | | | | | |
| This is an update from staff to the Committee. | | | | | | | |
| <i>For office use only:</i> | | <i>Agenda Item Number: 3h</i> | | | | | |

Amortization of Signs

| Address | Business Name | Sign Brought Into Compliance | Sign Permit Submitted/Issued | Non-Conforming Signs Remaining | Notes |
|-------------------------|------------------------------|------------------------------|------------------------------|--------------------------------|---------------------------------------|
| 1001 E Main Street | Multi Tenant Office Building | Yes | | | |
| 1302 E Main Street | Valvoline Oil Change | Yes | | | Sign Removed - Permit to be submitted |
| 1350 E Main Street | Partners in Mortgage | Yes | | | |
| 1400 W Main Street | Ray's Evergreen | Yes | | | |
| 1405-1625 W Main Street | Valley Shopping Center | Yes | | | |
| 1502 W Main Street | Midas | Yes | | | |
| 1525 W Main Street | Fifth/Third Bank | Yes | | | |
| 1635 E Main Street | Best Western | Yes | | | |
| 1645 E Main Street | Firestone | Yes | | | |
| 1650 W Main Street | Gabby's (Spring View) | Yes | | | |
| 1711 W Main Street | Dunkin Donuts | Yes | | | |
| 1825 W Main Street | Kabob's (Old KFC) | Yes | | | |
| 2010 E Main Street | Heinz Bros Greenhouse | Yes | | | |
| 2010 W Main Street | Pep Boys | Yes | | | |
| 3795 E Main Street | Chili's | Yes | | | |
| 540 S Randall Road | Circuit Clerks Office | Yes | | | |
| 716 E Main Street | Dance Academy | Yes | | | |
| 818 E Main Street | Tastee Freeze | Yes | | | |
| 904 E Main Street | Reber & Foley | Yes | | | |
| | | | | | |
| 1660 W Main Street | BP Gas Station | | Yes | | |
| 1915 W Main Street | McDonalds | | Yes | | |
| | | | | | |
| 116 E Main Street | Life Church | | | Yes | |
| 1023 W Main Street | Mobile Gas Station | | | Yes | |
| 1121 E Main Street | Office Building | | | Yes | |
| 1301 E Main Street | Cyndirella's Academy | | | Yes | |
| 1303 W Main Street | Fox Valley Travel | | | Yes | |
| 1317 E Main Street | Rex's Cork & Fork | | | Yes | |
| 1421 E Main Street | GMC Car Dealer | | | Yes | |
| 1434 E Main Street | Office Building | | | Yes | |
| 1520 E Main Street | Super 8 Motel | | | Yes | |
| 1545 W Main Street | Rookie's | | | Yes | |
| 1546-1590 E Main Street | Tin Cup Pass (6 Signs) | | | Yes | Six-6 signs |
| 1625 E Main Street | Colonial Café | | | Yes | |
| 1640 W Main Street | St Charles Memorial | | | Yes | |
| 2015 E Main Street | McCue Chevrolet | | | Yes | |
| 2115 W Main Street | Beef Shack | | | Yes | |
| 2125 W Main Street | Los Burritos | | | Yes | |
| 2425 W Main Street | Old Deck Yard | | | Yes | |
| 2500 E Main Street | Circle K (Shell Gas Station) | | | Yes | |
| 2520 E Main Street | Corfu Restaurant | | | Yes | |
| 2520 W Main Street | St. Charles Bowl | | | Yes | |
| 2536 E Main Street | BOSA Donuts | | | Yes | |
| 2701 W Main Street | Cada Pool & Spa | | | Yes | |
| 300 N Randall Road | Illinois Central Bus | | | Yes | |

Amortization of Signs

| Address | Business Name | Sign Brought Into Compliance | Sign Permit Submitted/Issued | Non-Conforming Signs Remaining | Notes |
|-------------------|----------------------------------|------------------------------|------------------------------|--------------------------------|-------|
| 521 W Main Street | McDowell | | | Yes | |
| 605 W Main Street | Amerprise | | | Yes | |
| 619 W Main Street | Premier Interiors | | | Yes | |
| 614 E Main Street | Lundeen Liquors | | | Yes | |
| 620 E Main Street | State Bank | | | Yes | |
| 713 E Main Street | Sheen & Associates | | | Yes | |
| 801 E Main Street | Catella Building | | | Yes | |
| 824 W Main Street | Bob Dorr Plumbing | | | Yes | |
| 201 S 2nd Street | Kevin's Service Station | | | Yes | |
| 320 N 2nd Street | Salerno's | | | Yes | |
| 305 N 2nd Street | Old Art Studio (Fireplace Store) | | | Yes | |
| 303 N 2nd Street | Multi-tenant | | | Yes | |
| 221 S 2nd Street | Mark's 2nd Street Tavern | | | Yes | |
| 420 S 3rd Street | Robbin's Flowers | | | Yes | |
| 214 S 3rd Street | Law Office | | | Yes | |
| 202 S 2nd Street | Francesca's | | | Yes | |
| 415 S 1st Street | Vacant | | | Yes | |
| 602 Geneva Road | Jalapeno Grill | | | Yes | |