

AGENDA
CITY OF ST. CHARLES
PLANNING & DEVELOPMENT COMMITTEE
ALD. DAN STELLATO – CHAIRMAN
MONDAY, AUGUST 11, 2014 - 7:00 PM
CITY COUNCIL CHAMBERS
2 E. MAIN STREET

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. FINANCE DEPARTMENT**
 - a. Lockbox Service – Information Only.
- 4. CITY ADMINISTRATORS OFFICE**
 - a. Presentation of Request for Funding- Camp Kane Re-Dedication/Jones Law Office.
- 5. MAYORS OFFICE**
 - a. Recommendation to Approve a Class B Liquor License for Top Table LLC to be located at 1 West Illinois Street, St. Charles.
- 6. COMMUNITY & ECONOMIC DEVELOPMENT**
 - a. Recommendation to approve a Facade Improvement Grant Agreement for 113 N. 2nd Ave. (Tranquility Spa).
 - b. Recommendation to approve a Historic Sign designation for St. Charles Bowl, 2520 W. Main St.
 - c. Recommendation to direct staff to proceed with a general amendment to Title 17 (Section 17.08.060) to extend the sign amortization deadline.
 - d. Recommendation to approve a Minor Change to PUD Preliminary Plan for Legacy Business Park, Lot 17, 841 Equity Drive.
 - e. Recommendation to approve an Easement for Public Utility, Stormwater Drainage and Detention between Omron Manufacturing of America, Inc. and the City of St. Charles.
- 7. ADDITIONAL BUSINESS**
- 8. EXECUTIVE SESSION**
 - Personnel
 - Pending Litigation
 - Probable or Imminent Litigation
 - Property Acquisition
 - Collective Bargaining
- 9. ADJOURNMENT**



AGENDA ITEM EXECUTIVE SUMMARY

Title: Lockbox Service – Information Only

Presenter: Julie Herr, Asst. Finance Director

Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development (8/11/2014)		City Council
	Public Hearing		

Estimated Cost:	\$2,140 per month + \$1,000 one-time programming fee	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

The Finance Department has spent a number of months reviewing the merits of utilizing a Lockbox Service for our Utility Bill payments. After careful consideration, Finance staff has determined that utilizing a Lockbox Service will provide a number of advantages and benefits to the City that will outweigh the cost of the service. Examples of benefits include:

- More streamlined depositing of funds. Funds will be deposited to the City bank account the same business day.
- Faster return of non-sufficient fund checks.
- Most importantly, allow Utility Billing staff to focus their efforts on other Utility Billing endeavors, such as cross training of staff, preparing warning letters, and reviewing accounts for deposit requests. All of these tasks will be able to be completed in a more timely manner.

Other items to note:

- The conversion to a lockbox process will be a joint effort between Finance, IS, and our third party bill printer. This process will also involve a significant amount of testing. As a result, we are looking at an implementation date of either November or December.
- A lockbox service will have NO IMPACT on our customers. City staff will still respond to all inquiries regarding utility accounts. The only change that customers will experience is a different return mailing address on their bill. Customers may still leave payments in our drop boxes, pay online, sign up for automatic payment, or pay at the Utility Billing counter.

Attachments: *(please list)*

Recommendation / Suggested Action *(briefly explain):*

Information purposes only.

For office use only:

Agenda Item Number: 3a



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Presentation of Request for Funding- Camp Kane Re-Dedication/Jones Law Office

Presenter: Mark Koenen

Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development (8/11/14)		City Council
	Public Hearing		

Estimated Cost:	\$1,000	Budgeted:	YES		NO	X
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If NO, please explain how item will be funded:

Funding source is the General Fund reserve.

Executive Summary:

Kim Malay, on behalf of the newly formed Farnsworth Mansion/Camp Kane group, is requesting funding to support the planned re-dedication for Camp Kane and the Jones Law Office planned for September 20th. The attached proposed budget and summary of the event is their support for the event.

Attachments:

Proposed event budget

Recommendation / Suggested Action (briefly explain):

Council's choice to fund the dedication of the City's heritage and infrastructure.

For office use only:

Agenda Item Number: 4a

PROPOSED BUDGET
CAMP KANE RE-DEDICATION
 Saturday, September 20, 2014

The re-dedication of Camp Kane (the lower portion of Langham Park) is scheduled for Saturday, September 20, 2014, from 2 – 4 p.m. The actual ceremony is planned for approximately 2:30, with brief comments from City officials, ‘President Lincoln,’ and ‘General Farnsworth.’

Organizers hope to attract upward of 300 attendees to the ceremony, unveiling of the Camp Kane sign. There will be a Civil War encampment, presented by the 8th Illinois Cavalry, an appearance by President Lincoln and perhaps, an ‘ice cream social’ (appealing to young families to increase attendance / exposure).

To help ensure the success of this project, the Camp Kane Heritage Foundation (501c3 pending), respectfully requests nominal financial support from the City of St. Charles, based on the following needs / estimates.

<u>ITEM</u>	<u>COST</u>	<u>PAYMENT METHOD</u>
Print Materials Fliers Posters (14 x 18) 4-color Bag Stuffers Multi-panel mini brochure / overview	\$ 600.00	Barter / In-Kind with STC business, Button Man Printing
Vinyl Banners (multiple)	\$ 200.00	City of STC funding
Lincoln and Farnsworth actors	\$ 300.00	City of STC funding
Publicity / PR News Releases (multiple) Feature Article(s)	\$ 3000.00	FREE – services provided by DWRichards Marketing Communications
Refreshments Ice cream Bottled Water Cookies	\$ 300.00	Requests have been made for donations / in-kind of Kimmer’s, Colonial Café, etc., for approx. 300 guests (POSSIBLE City of STC funding)
Design / Layout of Print materials	\$ 500.00	Negotiating FREE / Donation of service from local commercial artist / designer.
Misc.	\$ 200.00	‘Cushion’ for unforeseen expenses.
TOTAL <u>REAL</u> EXPENSES:	\$ 5100.00	
REQUEST FOR STC FUNDING:	\$ 1000.00	



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve a Class B Liquor License for Top Table LLC to be located at 1 West Illinois Street, St. Charles

Presenter: Mayor Rogina

Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development (8/11/14)		City Council
	Public Hearing		

Estimated Cost: _____ Budgeted: YES NO

If NO, please explain how item will be funded:

Executive Summary:

This is a request for a Standard Class B liquor license for a new restaurant Top Table LLC to be located at 1 W Illinois Street, St. Charles (former Bistro One West). The closing hours for this business will be 12:00 midnight – there is no late night permit request. All paper work has been submitted to the Police Department. BASSET certifications are complete as well as fingerprints have been taken.

Attachments: *(please list)*

Liquor License Application (front page)
Background Check
Site Plans
Menu

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve a Class B Liquor License for Top Table LLC to be located at 1 West Illinois Street, St. Charles.

For office use only: Agenda Item Number: 5a



Memo

Date: 8/8/2014

To: The Honorable Ray Rogina, Mayor

From: James Keegan, Chief of Police

Re: Background investigation-Top Table/1 W. Illinois #170

Applicants

Drafall, Cynthia A



B# 630 945 3740

Drafall, Nathan J



B# 630 945 3740

The purpose of this memorandum is to document and forward to your attention the results of the background investigation conducted by members of the St. Charles Police Department concerning the above address.

As is customary procedures, a detective was assigned this investigation and reviewed both the site location and the corresponding applicant(s) of this liquor license.

We found nothing of a derogatory nature that would preclude either the site location or the applicant(s) from moving forward with liquors sales; subject to Council/Commission approval.

Thank you for your consideration in this matter.

Date: 7/29/14
 New Application
 Renewal Application

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



City Retail Liquor Dealer License Application (rev. 12/13) Non-Refundable

Ordinance 5.08.050.A1 Application must be completed in full Incomplete applications will be rejected

Business Type: Circle one Individual Partnership Corporation Other LLC

Business Name Top Table Sales Tax # _____

Business Address 1 West Illinois St. St. Charles IL Business Phone # 630-945-3740

Contact Person Cynthia Drafall Title CEO Phone # [REDACTED]

If Corporation, Corporate Name Top Table LLC

Corporation Address 1 W. Illinois St. St. Charles IL 60174

Corporate Officers, plus Manager of Establishment, Officers must include President, Vice President, Secretary and Treasurer Or Sole Proprietor

Have you had a business within the City of St. Charles under any other corporate name: Yes No
If yes, list address of business _____

Full Name, include Middle Initial Cynthia A. Drafall Title CEO-owner

Birth Date [REDACTED] Birthplace Phil, Penn Driver's License # [REDACTED] Home Phone # [REDACTED]

Home Address [REDACTED]

Full Name, include Middle Initial Nathan J Drafall Title owner

Birth Date [REDACTED] Birthplace Elgin Driver's License # [REDACTED] Home Phone # [REDACTED]

Home Address [REDACTED]

Full Name, include Middle Initial _____ Title _____

Birth Date _____ Birthplace _____ Driver's License # _____ Home Phone # _____

Home Address _____

Type of Establishment: () Package Restaurant () Tavern () Hotel/Banquet/ Arcada/Q-Center () Other _____

Check as Applicable to () Holding Bar [5.08.010-F] Service Bar [5.08.010-O] Live Entertainment [5.08.010-H]
Type of Establishment: Outside Dining [17.20.020-R]

Brief Business Plan Description based on type of establishment listed above:
open with dinner then add sat/sun. Brunches then
add lunch daily then breakfast mon-Fri. Eating also
available on out side deck,

Initial: Liq Comm _____
Police Chief _____

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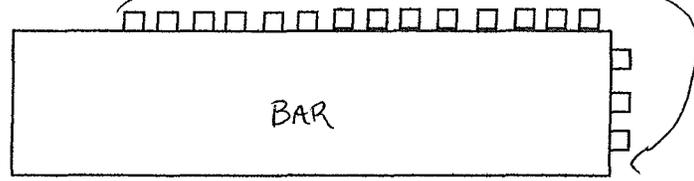
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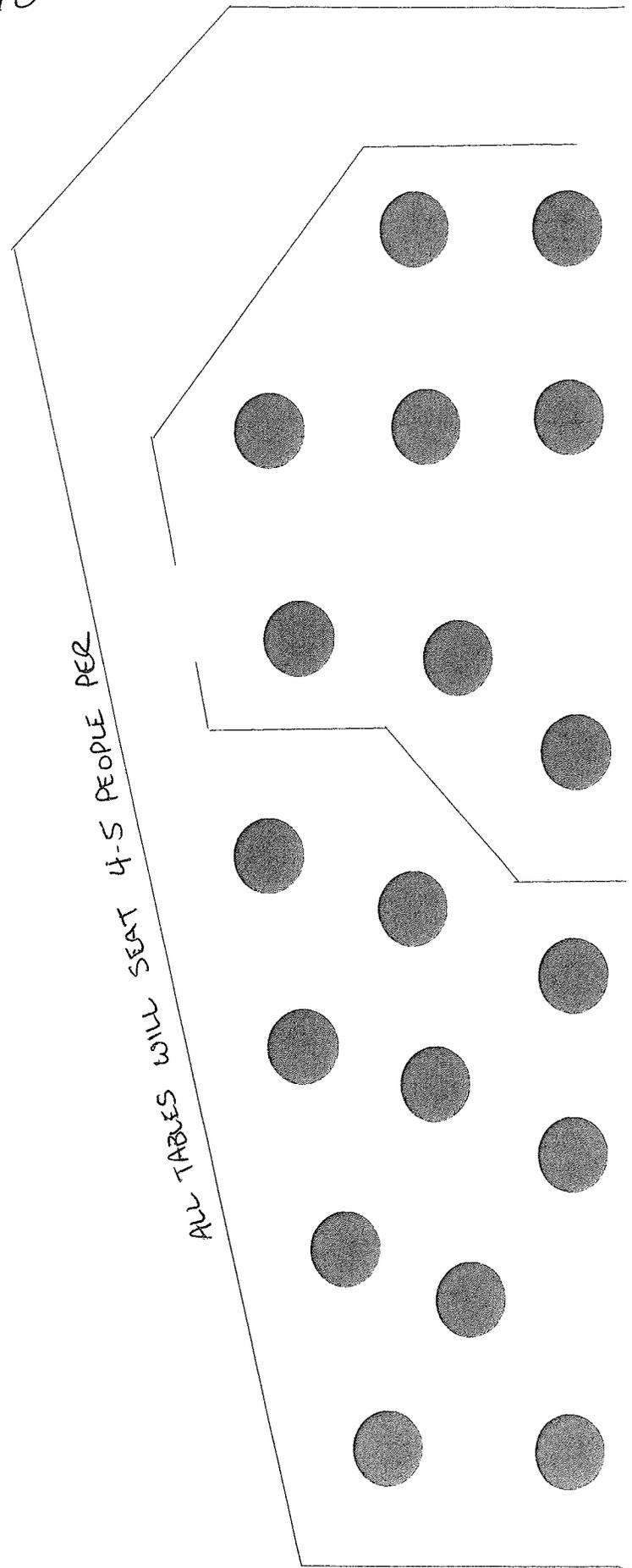
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PATIO



ALL TABLES WILL SEAT 4-5 PEOPLE PER

*Concept: Traditional Steak, Chop and Seafood House
blended with a Modern Palate*

Appetizers

**Pesto Stuffed Crimini Mushrooms
Sundried Tomatoes, Fresh Spinach and Artichoke Hearts topped with
melted Smoked Mozzarella Baked in a Spicy Tomato Broth**

**Panko Crusted Lump Crab Cakes
House Made Cakes set on a bed of Citrus Slaw tossed with a lime
Vinaigrette with Chipotle Aioli**

**Pepper Crusted Filet Mignon Skewers
Certified Angus Beef nestled on a bed of Sweet Tomato Salad with Bleu
Cheese Bacon Fondue Dipping Sauce**

**Mozzarella Marinara
House Breaded Mozzarella served with Marinara Sauce**

**Burrata Cheese with Roasted Brussel Sprouts
Burrata Cheese Topped with a Roasted Tomato Jam and served with
Pancetta Balsamic Glazed Sprouts**

**~~Nate's Sons Sizzlin'~~ Saganaki
Pan Seared Kasseri Cheese flamed tableside**

**Thai Shrimp Martini
Seasoned Seared Jumbo Shrimp glazed with a Sweet Soy Glaze topped
with Mango Relish**

SOUPS

Baked French Onion

Caramelized Onions simmered in a Brandy enhanced Broth with Gruyere, Provolone and Parmesan

Crab and Lobster Bisque

Traditional Flame Roasted Bisque with Crab Meat, Sour Cream and Sherry

Soup du Jour

Made Fresh Daily with the finest Ingredients

SALADS

Grilled Caesar

Baby Romaine, Pancetta & Red Onion Jam with Anchovy Tomato Crostini

The TOP Wedge

Iceberg, Apple Wood Bacon, Marinated Tomatoes, Red Onion with Buttermilk Bleu Cheese Dressing

Entrée Salads

Bleu Moon Steak Salad

Seafood Salad

SANDWICHES

Build Your Own Burger

**Half Pound Ground Angus Chuck Grilled to Your Liking or Blackened
with Bleu Cheese**

Choice of Toppings:

Mushrooms, Onions, Bacon or Avocado

Choice of Cheese:

Wisconsin Cheddar, Swiss, American, Provolone & Smoked Mozzarella

Shaved Prime Rib Sandwich

**Shaved Roasted Prime Rib, Provolone Cheese with Beef Aujus &
Horseradish Dipping Sauce on a Toasted Sour Dough Roll**

Tuscan Chicken Sandwich

**Pancetta & Tomato Tapenade, Provolone Cheese, Herb Aioli on
Focaccia Bread**

Portabella Sandwich

**Balsamic Onions, Spinach, Olives, Sweet Pepper with Basil Garlic Aioli
topped with Smoked Mozzarella**

Leading Entrees

Chicken Ziti

Grilled Chicken tossed with Spinach, Wild Mushrooms, Zucchini and
Mozzarella Cilliegine ~~Sausage~~

White Marble Farms Pork Chop

Mesquite Rubbed with Roasted Fingerling Potatoes, veggie, with Maple
Balsamic Glaze,

Mediterranean Mahi Mahi

Roasted with Kalamata Goat Cheese Tapenade served with Fingerling
Potatoes, grilled Asparagus and a Spicy Tomato Broth

Parmesan Crusted Chicken

Pan Seared with Garlicky Spinach, Roasted Potatoes topped with
Tomato Basil Relish and Lemon Butter

Seared Scallops

Nestled on Sautéed Arugula, Cannellini Bean and ~~XXXX~~ with a Warm
Bacon Vinaigrette

New Zealand Lamb Chop

Cumin and Garlic Crusted Chops served with Garlic Mashed, Buttered
Asparagus, complimented with Cilantro Pesto

Shrimp Risotto

Sautéed Asparagus, Wild Mushrooms, Roasted Tomato topped with
Asiago Cheese

Chef Josef's Daily Fish Special

Changes Daily

House Specialties

Crowned Filet

**Stuffed with Wild Mushrooms, Pancetta Bacon and Spinach, Topped
with Bleu Cheese and Cabernet Garlic Reduction**

Citrus Crusted Salmon

Stir Fried Vegetables, Ginger Cous Cous and Soy Maple Glaze

Amanda's Slow Roasted Prime Rib

**Herb Rubbed Certified Angus with Brandy Red Wine Reduction
(Available Thursday-Sunday)**

BBQ Baby Back Ribs

Dry Rubbed, Slow Roasted with House BBQ Sauce

Dry Aged Steak

ECO Steaks optio

THE TOP CUT

Center Cut Certified Angus Beef Aged and Cooked to Perfection

8oz Filet -32

12oz Filet 36

14oz New York

16oz Rib-Eye

24oz Rib-Eye

Raise the Steaks

Complement any of the above Steaks or Chops with any of the following

Crab Cake

Shrimp

Maytag Bleu Cheese

Blackened Scallop

Béarnaise Sauce

main LOB

		AGENDA ITEM EXECUTIVE SUMMARY					
		Title:	Recommendation to approve a Façade Improvement Grant Agreement for 113 N. 2 nd Ave. (Tranquility Spa)				
		Presenter:	Russell Colby				
<i>Please check appropriate box:</i>							
	Government Operations		Government Services				
X	Planning & Development (8/11/14)		City Council				
Estimated Cost:	\$2,000	Budgeted:	YES	X	NO		
If NO, please explain how item will be funded:							
Executive Summary:							
<p>Tranquility Spa has requested a Façade Improvement Grant to assist with funding the reconstruction of the existing decorative support columns at the main entry facing 2nd Ave. The existing columns are deteriorated and must be entirely replaced.</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 7/16/14 subject to conditions for the design of the columns and the trim materials to be used. The applicant has updated the proposal per the Commission's recommendations.</p> <p>The cost of the work is estimated at \$4,000 and the grant would cover up to \$2,000.</p>							
Attachments: <i>(please list)</i>							
Façade Improvement Grant Application, Grant Agreement, Historic Commission recommendation							
Recommendation / Suggested Action <i>(briefly explain):</i>							
Recommendation to approve a Façade Improvement Grant Agreement for 113 N. 2 nd Ave. (Tranquility Spa)							
<i>For office use only:</i>		<i>Agenda Item Number: 6a</i>					

Received 7/11/14

**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: Tranquility ^{Spa} Wellness
(Name)

Home Address: _____
(Street) (City/State/Zip) (Phone)

Business Address: 113 N 2nd Ave ST. Charles, IL 60174 630.762.9864
(Street) (City/State/Zip) (Phone)

Federal Tax ID Number: 36-4516135

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

113 N 2nd Ave ST. Charles, IL 60174
(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):

- 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:

Replacing the Columns

Preliminary Cost Estimate: \$ 3,914.⁰⁰

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 Beverly C. Nulli
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









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

THIS AGREEMENT, entered into this 18th day of August, 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:	Beverly Miller
Name of Business:	Tranquility Spa & Wellness
Tax ID#/Social Security #	36-4516135
Address of Property to be Improved:	113 N. 2 nd Ave., St. Charles, IL 60174
PIN Number:	09-27-383-002

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/Lesseees 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/Lesseees 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 **\$2,000** 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 VanDuzor Construction dated 7/29/14: \$4,000 (estimate)

Total Estimated Cost:	\$4,000
Maximum Grant:	\$2,000



JULY 29, 2014

TRANQUILITY SPA
113 N. SECOND AVE.
ST. CHARLES, IL. 60174

PROPOSAL

WE ARE PLEASED TO QUOTE TO YOU ON THE FOLLOWING WORK: ***THE RECONSTRUCTION OF THE EXISTING DECORATIVE SUPPORT COLUMNS AT MAIN ENTRY***

TO INCLUDE:

- ◆ remove all base, capital and post wrappings
- ◆ temporary shore roof structure
- ◆ remove existing structural post member
- ◆ replace existing structural post member using treated lumber
- ◆ post to sit on stand-off post base to keep water from wicking into bottoms
- ◆ replace all wraps and trims as per the existing details using "Fypon" material
- ◆ prime and two coat paint all new work
- ◆ caulk
- ◆ haul off all debris

*****NOTE: COLUMN TRIMS TO MATCH DOOR CASINGS AS CLOSE AS POSSIBLE**

TOTAL LABOR AND MATERIALS.....\$3,914.00

ACCEPTANCE



VAN DUZOR CONST./DATE:

TRANQUILITY SPA/DATE:
AUTHORIZED AGENT

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 7-2014

**A Resolution Recommending Approval of
A Façade Improvement Grant Application
(113 N. 2nd Ave. – Tranquility Spa)**

WHEREAS, it is the responsibility of the St. Charles Historic Preservation Commission to review applications for the Façade Improvement Grant Program; and

WHEREAS, the Historic Preservation Commission has reviewed the Façade Improvement Grant Application for 113 N 2nd Ave., and has found said application to be architecturally appropriate and in conformance with the Downtown Design Guidelines and the Historic Preservation Ordinance, Chapter 17.32 of the Zoning Ordinance; and

WHEREAS, the Historic Preservation Commission finds approval of said Façade Improvement Application to be in the best interest of the City of St. Charles.

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council approval of the Façade Improvement Application for 113 N. 2nd Ave., conditioned upon on the following:

- Column casings to match the door casings as close as possible.
- Trim to be back-primed cedar, cement fiberboard, or fypon/pvc.

Roll Call Vote:

Ayes: Gibson, Malay, Norris

Nays: None

Abstain: None

Absent: Bobowiec, Pretz, Withey

Motion Carried.

PASSED, this 16th day of July, 2014.


Chairman

		AGENDA ITEM EXECUTIVE SUMMARY					
		Title:	Recommendation to approve a Historic Sign designation for St. Charles Bowl, 2520 W. Main St.				
		Presenter:	Russell Colby				
<i>Please check appropriate box:</i>							
	Government Operations				Government Services		
X	Planning & Development (8/11/14)				City Council		
Estimated Cost:				Budgeted:	YES		NO
If NO, please explain how item will be funded:							
Executive Summary:							
<p>The Zoning Ordinance requires all existing signs to be brought into conformance with current sign standards by October 16, 2014. Existing signs that don't comply with the ordinance standards for sign face area, height or setback will be required to be brought into compliance by this deadline.</p> <p>The ordinance provides for signs that meet certain criteria to be designated as "historic signs." The "historic sign" designation simply allows a non-conforming sign that has been found to meet the applicable criteria to remain in place past the deadline. (The designation does not prevent the sign from being removed in the future).</p> <p>Existing signs for the Arcada Theatre and Zimmerman Ford were designated as "historic signs" when the Zoning Ordinance was adopted by the City Council in 2006.</p> <p>The St. Charles Bowl, 2520 W. Main St., has requested a historic sign designation for their freestanding sign and has submitted documentation to substantiate that it meets the applicable criteria. The ordinance calls for the Historic Commission to provide a recommendation to the City Council on whether the standards to designate a historic sign have been met.</p> <p>The Historic Commission has found that the sign meets the applicable standards and has recommended approval of the Historic Sign designation for St. Charles Bowl.</p>							
Attachments: <i>(please list)</i>							
Ordinance text on Historic Signs, Photo of sign, Historic Sign Request submitted by St. Charles Bowl, Historic Commission recommendation							
Recommendation / Suggested Action <i>(briefly explain):</i>							
Recommendation to approve a Historic Sign designation for St. Charles Bowl, 2520 W. Main St.							
<i>For office use only:</i>		<i>Agenda Item Number:</i> 6b					

Excerpt from the Zoning Ordinance:

17.28.070 Historic Signs

A small number of existing signs in the City may be closely identified with a cultural or commercial entity or building that forms a part of the character or history of the community. Such signs, however, may have been erected under a previous code and may not conform to all of the provisions of this Chapter. The intent of this Section is to permit such signs to be maintained. Therefore, a sign erected prior to January 1, 1966 that does not conform to one or more provisions of this Chapter may continue to be maintained and shall not be subject to the amortization provisions of this Title, if the City Council determines, upon the recommendation of the Historic Preservation Commission, that all of the following standards have been met:

- A. The sign was lawfully erected prior to January 1, 1966, and has been continuously maintained in the same location since that date.
- B. The sign:
 - a. Is attached to a significant historic building or landmark, and has come to be identified with that building or landmark, whether or not it is original to it; or
 - b. Is located on a site that has been continuously operated for the same business use since January 1, 1966 or earlier.
- C. The sign is of a unique shape or type of design representative of its era, and that is not commonly found in contemporary signs.
- D. The sign identifies a building or business that is associated with a family, business or organization that was noteworthy in the history of the St. Charles community.
- E. The sign does not violate Section 17.28.080, Prohibited Signs.



IL-64



July 2, 2014

Mr. Russell Colby
Planning Division Manager
City of St. Charles, Illinois
2. E. Main Street
St. Charles, IL 61074

Re: 2014 City of St. Charles Sign Compliance Ordinance

Dear Mr. Colby,

We recently received notification from the City of St. Charles concerning the 2014 sign compliance ordinance. It is our understanding the St. Charles Bowl sign located at 2520 W. Main Street (Route 64) does not meet the new zoning requirements, but under certain situations, a request for receiving a historical sign designation is allowed. Therefore, we are submitting to the Historic Preservation Committee the reasons we believe our sign falls into this category. The purpose of this letter is to substantiate our request by addressing all the criteria of the zoning code, which will allow us to keep the St. Charles Bowl sign in its current design and be in compliance by the October 16, 2014 deadline.

According to the City of St. Charles website, signs erected prior to January 1, 1966 that do not conform to one or more provisions of this Chapter may continue to be maintained and shall not be subject to the amortization provisions of this Title, if the City Council determines, upon the recommendation of the Historic Preservation Commission, that all of the following standards have been met:

1. The sign was lawfully erected prior to January 1, 1966, and has been continuously maintained in the same location since that date.
2. The sign is attached to a significant historic building or landmark, and has come to be identified with that building or landmark, whether or not it is original to it; or is located on a site that has been continuously operated for the same business use since January 1, 1966 or earlier.
3. The sign is of a unique shape or type of design representative of its era, and that is not commonly found in contemporary signs.
4. The sign identifies a building or business that is associated with a family, business or organization that was noteworthy in the history of the St. Charles community.
5. The sign does not violate Section 17.28.080, Prohibited Signs.

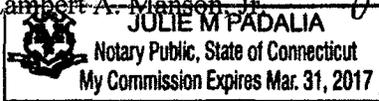
The St. Charles Bowl was established in 1961 by Ethel, Lambert, Sr. & Lambert, Jr. Manson and is still owned by the Manson family to this day. The land was purchased from Mr. John Petkus

and the architect responsible for design of the building and sign was Mr. Wes King of Geneva. The sign is fully original - erected when the building was completed and is in the same location now as it was back in 1961. We obtained aerial photos from 1963 and 2009 to compare - the sign and concrete base can be identified in each when aligning the location of the 2 curb cuts (see enclosure - 1963 aerial has our building with 16 lanes, 2009 aerial has our building with 24 lanes). The sign is a unique shape and design - fitting into the 1960's mid century era. We are very proud of its history and longevity, which has been a recognizable landmark in St. Charles for over 50 years and does not violate any sections of the current zoning code.

We believe this overview addresses all the issues required by the Commission in order to be granted a historical sign designation from the City Council. We made many changes to the building over the years, but our sign has always been the same. Its significance is not only historical to the city of St. Charles, but nostalgic for us as a family in memory of Ethel and Lambert Manson, Sr. We appreciate your support and will continue to serve the community as a family owned business in years to come.

Respectfully,

Lambert A. Manson, Jr.
Lambert A. Manson, Jr.



William A. Manson
William A. Manson

Julie M. Padalia
Signed, Date, Notary 7-7-14

Andrew R. Manson
Signed, Date, Notary

Christian L. Manson

Andrew R. Manson

Signed, Date, Notary

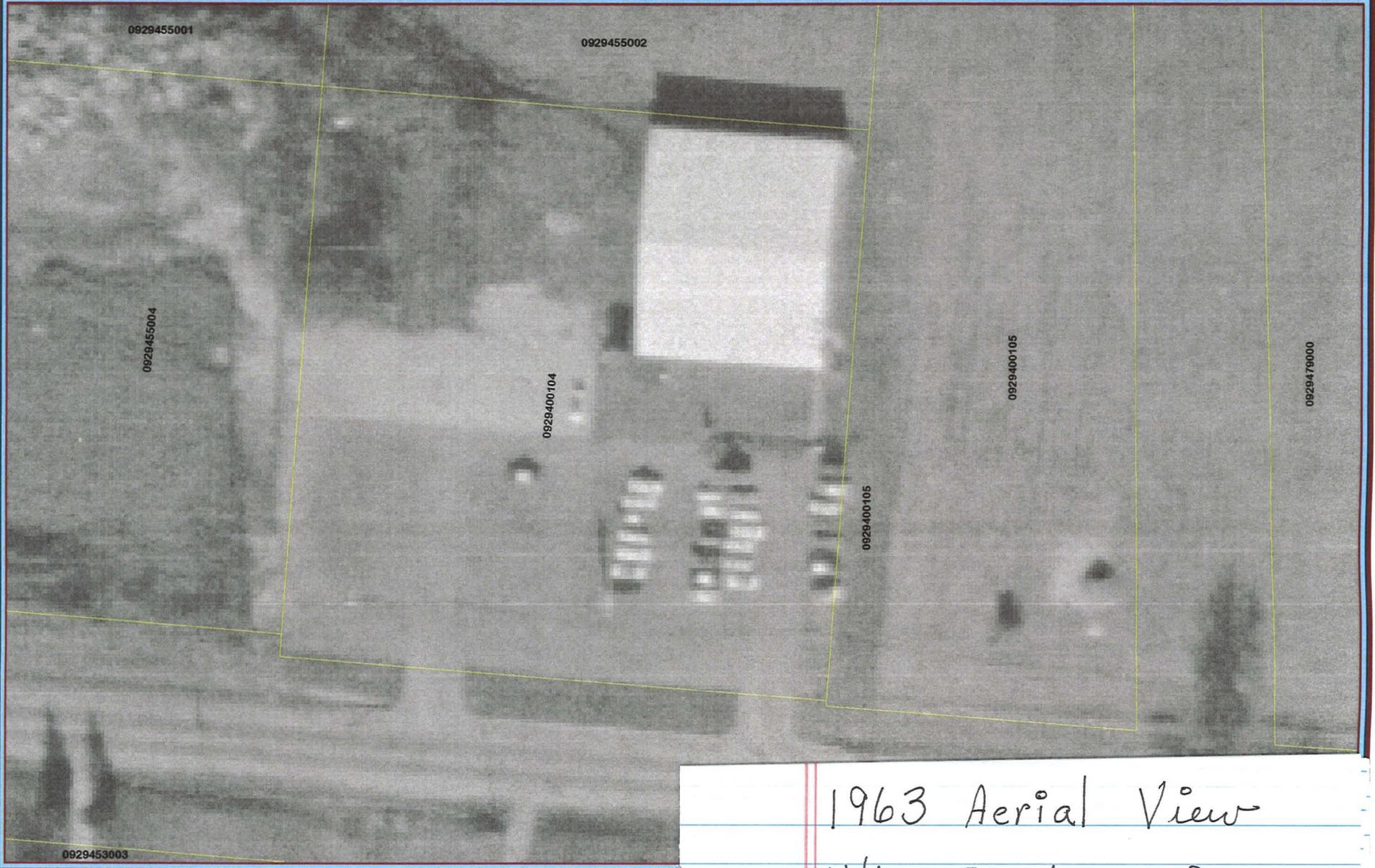
Signed, Date, Notary



City of St. Charles, Illinois
 Two East Main Street St. Charles, IL 60174-1984
 Phone: 630-377-4400 Fax: 630-377-4440 - www.stcharlesil.gov

St. Charles Bowl- 1963 aerial

RAYMOND ROGINA Mayor
 MARK KOENEN City Administrator



Data Source:
 City of St. Charles, Illinois
 Kane County, Illinois
 DuPage County, Illinois
 Projection: Transverse Mercator
 Coordinate System: Illinois State Plane East
 North American Datum 1983
 Printed on: June 20, 2014 02:07 PM



0 35 69 Feet

1963 Aerial View
 Note Shadow of sign
 in same position
 as 2009 Aerial.



Photo Circa
Early 1960's

Shows Sign as it
exists today



2009 Aerial View

Sign in Same Position
as 1963

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 6-2014

**A Resolution Recommending Approval of a Historic Sign Designation
(2520 W. Main St. – St. Charles Bowl)**

WHEREAS, it is the responsibility of the St. Charles Historic Preservation Commission to review requests for Historic Sign designation per Section 17.28.070 of the Zoning Ordinance; and,

WHEREAS, the Historic Preservation Commission has reviewed the request for Historic Sign Designation for St. Charles Bowl, 2520 W. Main St., and has found the request meets the standards listed in Section 17.28.070:

- A. The sign was lawfully erected prior to January 1, 1966, and has been continuously maintained in the same location since that date.
- B. The sign is located on a site that has been continuously operated for the same business use since January 1, 1966 or earlier.
- C. The sign is of a unique shape or type of design representative of its era, and that is not commonly found in contemporary signs.
- D. The sign identifies a building or business that is associated with a family, business or organization that was noteworthy in the history of the St. Charles community.
- E. The sign does not violate Section 17.28.080, Prohibited Signs.

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council approval of a Historic Sign designation for 2520 W. Main St., St. Charles Bowl.

Roll Call Vote:

Ayes: Malay, Norris, Gibson

Nays: None

Abstain: None

Absent: Bobowiec, Pretz, Withey

Motion Carried.

Resolution No. 6-2014
Page 2

PASSED, this 16th day of July, 2014.



Chairman

 <p>ST. CHARLES SINCE 1834</p>		AGENDA ITEM EXECUTIVE SUMMARY						
		Title:	Amortization of Non-conforming Signs					
		Staff:	Rita Tungare, Dir. of Community & Economic Development Bob Vann, Building & Code Enforcement Div. Manager					
<i>Please check appropriate box:</i>								
	Government Operations		Government Services					
X	Planning & Development (8/11/14)		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 adopted a complete revision to the Zoning Ordinance (i.e Title 17 of the City Code). Included in this revision was a provision that all non-conforming freestanding and wall-mounted signs be brought into compliance with the applicable requirements of Title 17 after a three 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 non-conforming signs will have to be brought into compliance with the zoning ordinance by this date. Staff provided the Committee with a status update on the process in May 2014 and at the time, the Committee directed staff to move forward with enforcing the upcoming deadline and bringing properties into compliance.</p> <p>Since then, staff has been working with businesses and property owners to come into compliance and has also been processing applications for zoning variations through the Board of Zoning Appeals process. At this time, staff is requesting the Committee to consider another 8 month extension to shift the deadline to June 16, 2015 to allow additional time for the remaining properties to come into compliance. If the Committee deems this appropriate, the Committee should direct staff to proceed with a general amendment to Title 17 (Zoning Ordinance) to extend the deadline to June 16, 2015.</p>								
Attachments: <i>(please list)</i>								
Updated list of non-conforming signs								
Recommendation / Suggested Action <i>(briefly explain):</i>								
Direct staff to proceed with a general amendment to Title 17 (Section 17.08.060) to extend the sign amortization deadline to June 16, 2015.								
<i>For office use only:</i>		<i>Agenda Item Number: 6c</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	Working with property owner on new sign.
1023 W Main Street	Mobile Gas Station			Yes	
1121 E Main Street	Office Building			Yes	Future meeting with new owner to be scheduled.
1301 E Main Street	Cyndirella's Academy			Yes	
1303 W Main Street	Fox Valley Travel			Yes	Spoke with owner Dr. Baginski on 06/12/2014 - Working to find scrap contractor to remove sign - building is for sale.
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	Met with property owner on 06/20/2014 on new sign and possible setback variation.
1640 W Main Street	St Charles Memorial			Yes	Variation is scheduled to be heard on 07/2014. Variation Granted/Approved.
2015 E Main Street	McCue Chevrolet			Yes	Conference call with the sign manufacturer held on 06/11/2014. Provided zoning information to sign company on 08/04/2014.
2115 W Main Street	Beef Shack			Yes	
2125 W Main Street	Los Burritos			Yes	Discussion on new sign held on 06/10/2014 - site meeting to be scheduled for setback variation. Second site meeting with sign contractor scheduled for 08/07/2014.

2425 W Main Street	Old Deck Yard			Yes	Sign will be removed with demolition of building in August/September 2014.
2500 E Main Street	Circle K (Shell Gas Station)			Yes	Provided information on sign requirements on 08/04/2014.
2520 E Main Street	Corfu Restaurant			Yes	Met with property owner and discussion took place with business owner on options.
2520 W Main Street	St. Charles Bowl			Yes	Discussion with business manager on sign requirements. Discussion with staff on possible historic sign designation. Future meeting in July with Historic Commission. Proceeding with historic sign designation.
2536 E Main Street	BOSA Donuts		Yes		Met with property owner on sign regulations. Working with sign contractor on possibility of using existing sign.
2701 W Main Street	Cada Pool & Spa			Yes	
300 N Randall Road	Illinois Central Bus			Yes	Discussion with sign contractor held in January of 2014 in regard to using existing sign - just lowering down to be compliant.
521 W Main Street	McDowell			Yes	Met with property/business owner on 06/09/2014 to review new sign drawings. Owner is scheduling to meet with the Corridor Commission for grant funding. Applied for Grant.
605 W Main Street	Amerprise			Yes	Discussions held with property/business owner throughout 2013 and 2014 on sign. Owner planning on requesting grant funding through Corridor Commission.
619 W Main Street	Premier Interiors			Yes	Discussion with property/business owner on 06/13/2014 regarding sign regulations. Sign must come into compliance by 2016.
614 E Main Street	Lundeen Liquors			Yes	Discussion with property owner held on 07/18/2014. Reviewing possibility of using one existing sign for entire property/business.
620 E Main Street	State Bank			Yes	Discussion with property owner held on 07/18/2014. Reviewing possibility of using one existing sign for entire property/business.
713 E Main Street	Sheen & Associates			Yes	Site meeting with property/business owner held on 06/10/2014. New location and size - possible variation.
801 E Main Street	Catella Building			Yes	Meeting at the site held 06/20/2014 with sign contractor and owner. Reviewed new sign and discussed setback variation.
824 W Main Street	Bob Dorr Plumbing			Yes	Owner lowered sign in compliance in 2012. Discussion took place on setback variation. Applying for Variation.
201 S 2nd Street	Kevin's Service Station			Yes	Met with owner in April 2014. Staff can recommended Façade Grant for new building sign. Met with property owner 08/04/2014 - possibility of historic designation on existing sign.
320 N 2nd Street	Salerno's			Yes	Met with owner in April 2014. Staff can recommended Façade Grant for new building sign. Met with property owner 08/04/2014 - possibility of historic designation on existing sign.
305 N 2nd Street	Old Art Studio (Fireplace Store)			Yes	
303 N 2nd Street	Multi-tenant			Yes	Met with property owner. Will schedule for setback variation.
221 S 2nd Street	Mark's 2nd Street Tavern			Yes	Last site meeting with property and business owner was in summer of 2013 on possible location.
420 S 3rd Street	Robbin's Flowers			Yes	

214 S 3rd Street	Law Office			Yes	
200 S 2nd Street	Francesca's			Yes	Discussion with business manager in January 2014 on possible sign locations.
415 S 1st Street	Vacant			Yes	Met with property owners on 06/11/2014. Will be removing sign prior to October 2014.
602 Geneva Road	Jalapeno Grill	Yes		Yes	Sign removed.



AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to approve a Minor Change to PUD Preliminary Plan for Legacy Business Park, Lot 17 – 841 Equity Drive

Presenter: Russell Colby

Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development – (8/11/14)		City Council
	Public Hearing		

Estimated Cost:	N/A	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

Executive Summary:

Flex Construction Corp. is proposing to develop Lot 17 of the Legacy Business Park with a new 16,000 sq. ft. facility for TimberBuilt, Inc. Development of the property, addressed as 841 Equity Drive, was approved under the Legacy Business Center of St. Charles PUD, Ordinance No. 2006-Z-3. The lot is currently vacant.

The applicant is proposing to modify the Preliminary Plan approved for Lot 17 under the PUD ordinance. This includes modification of the site plan, landscape plan, and architectural elevations. A Minor Change to PUD Preliminary Plan is required to permit the proposed changes.

Staff has reviewed the submitted materials and determined that the proposal is in general conformance with the PUD Preliminary Plan and meets the requirements of the PUD ordinance, although Staff has requested the applicant make small modifications to the landscape plan and architectural elevations. The applicant intends to revise these items based on Staff comments.

Attachments: *(please list)*

Application for Minor Change to PUD Preliminary Plan; Aerial photo; Review letter; Plan documents; Landscape Plan approved under Ordinance No. 2006-Z-3

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve a Minor Change to PUD Preliminary Plan for Legacy Business Park, Lot 17, subject to resolution of outstanding staff comments.

<i>For office use only:</i>	<i>Agenda Item Number:</i> 6d
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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
 St. Charles, IL

JUL 28 2014
 CDD
 Planning Division

CITYVIEW	
Project Name:	<i>Legacy Bus. Center - lot 17 - Minor Change to PUD</i>
Project Number:	<i>2014 -PR- 016</i>
Application No.:	<i>2014 -AP- 029</i>

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): 09-36-180-001	
	Street Address (or common location if no address is assigned): Lot 17 Legacy Business Center	
2. Applicant Information:	Name Flex Construction Corporation	Phone 847-540-0200
	Address P.O. Box 518 Lake Zurich, IL 60047	Fax 847-540-9810
		Email
3. Record Owner Information:	Name TimberBuilt Inc	Phone 630-443-7100
	Address 3900 Commerce Dr St Charles, IL 60174	Fax 630-443-7101
		Email
4. Billing: <i>To whom should costs for this application be billed?</i>	Name TimberBuilt Inc	Phone 630-443-7100
	Address 3900 Commerce Dr St Charles, IL 60174	Fax 630-443-7101
		Email

INFORMATION FOR PROPOSED MINOR CHANGE:

NAME OF PUD: Legacy Business of St Charles PUD

PUD ORDINANCE #: 2006-Z-3

Identify Specific PUD Plans to be changed:

1. Preliminary Site Plan for Lot 17
2. _____
3. _____

Description of Proposed Changes:

See new site plan for TimberBuilt attached.

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.
- 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:

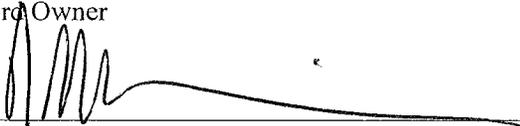
- Initial Submittal - Fifteen (15) full size copies, Three (3) 11" by 17", and a PDF electronic file on a CD-ROM.

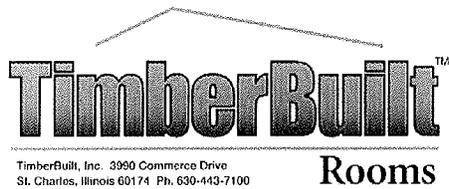
Plans Shall include the following:

- 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	Date
	7/25/14
Applicant or Authorized Agent	Date



July 25, 2014

City of St. Charles
Community Development/Planning Department
Two East Main St
St Charles, IL 60174-1984

Dear Community Development/Planning Department:

Enclosed for your approval, please find the Minor Change to PUD application with the required supporting drawings and documentation. We are developing the lot for our business and would like to revise the plans that were originally approved with the PUD.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Kinane", written in a cursive style.

Patrick Kinane
Manager



Rooms

3990 Commerce Dr. • St. Charles, IL 60174

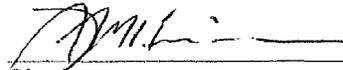
Ph: (630)-443-7100 • Fax: (630)-443-7101

www.Timberbuiltsunrooms.com

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

Attn: Community Development/Planning Division

With this letter, I authorize you to recognize Flex Construction Corporation as my Agent, and acting in by behalf may sign the Minor Change to PUD application related to the construction on Equity Drive in the Legacy Business Center of St Charles.



Signature

PATRICK KINANE

Name

MANAGER

Title

TIMBERBUILT, INC.

Name



July 31, 2014

Mr. Russell Colby
City of St. Charles
2 E. Main Street
St. Charles, IL 60174

RE: Timberbuilt – Legacy Business Park
841 Equity Drive
St. Charles, IL

Dear Mr. Colby,

This proposed +/- 16,000 Building will be a Precast and Steel Structure. The Precast will have an eave height of 24' from finish grade and will be 10" thick. The Precast will incorporate reveals to add interest and enhance the look from the street. The precast will be painted in an attractive color that will surely fit in well with the other existing buildings in the area.

There will be 2 depressed docks and two 14 x 14 Overhead Doors that will access the Warehouse Area of the Building. The front entrance will be glass with an aluminum framing system. Windows will be similar with a grey tint and aluminum frames.

The site will be landscaped attractively around the building and parking areas.

Should you have any questions or comments, please feel free call.

Sincerely,

Robert Wardanian
FLEX CONSTRUCTION CORPORATION

LEGAL DESCRIPTION

LOT 17 OF THE LEGACY BUSINESS CENTER OF ST CHARLES SUBDIVISION, PART OF THE SOUTHWEST AND NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ST CHARLES, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON MAY 18, 2006 AS DOCUMENT NUMBER 2006K054480.



City of St. Charles, Illinois

Two East Main Street St. Charles, IL 60174-1984
Phone: 630-377-4400 Fax: 630-377-4440 - www.stcharlesil.gov

Lot 17 of Legacy Business Park

RAYMOND ROGINA Mayor

MARK KOENEN City Administrator



Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Printed on: August 8, 2014 10:14 AM



0 153 307 Feet

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Powered by Precision GIS



August 7, 2014

Ms. Ellen Johnson, Planner
Community & Economic Development Planning Division
St. Charles, IL

RE: Timberbuilt – Legacy Business Park
841 Equity Drive, St. Charles, IL

Dear Ms. Johnson,

Thank you for your commentary relating to the above referenced location. Please provide information relating to the PUD Minor Change process with regards to the timing and attendance at any City meetings. It would be helpful in regards to this project to have permit review in a parallel fashion.

Any plan revisions will be submitted at such time as all comments are received from the various City Departments. Please accept this letter as an item by item response to your letter dated August 1, 2014.

1. Landscaping - The property owner was able to gain clarification after meeting with you about the landscaping requirements. The quantity of trees as submitted fit the requirements of the PUD and City of St. Charles; however, the species could change from what was drawn on the landscaping plan as well as the location. The current plan will be revised and a new landscaping plan will be submitted as soon as it is available to us.



2. Architecture – Please see the attached letter submitted to Russell Colby relating to Building Materials and color selections.

Precast Concrete – Wall panel extension will be considered. On the south and west elevations at an additional cost to the owners of about \$6,000.00 to \$8,000.00. The owners agree the 2 foot high parapet would fit the architecture of existing buildings and also provide mechanical screening as discussed in #3 as viewed from Kirk Road and Equity Drive. Please note the cost of increasing the length of the Precast Panels would be considerable and at the Property Owners expense.

Windows – as designed will be tinted glass with aluminum frames.
Windows - as designed will be tinted glass with aluminum frames.
A vertical mullion located at the center will be added to provide more vertical look as requested by the owner.

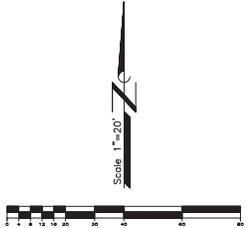
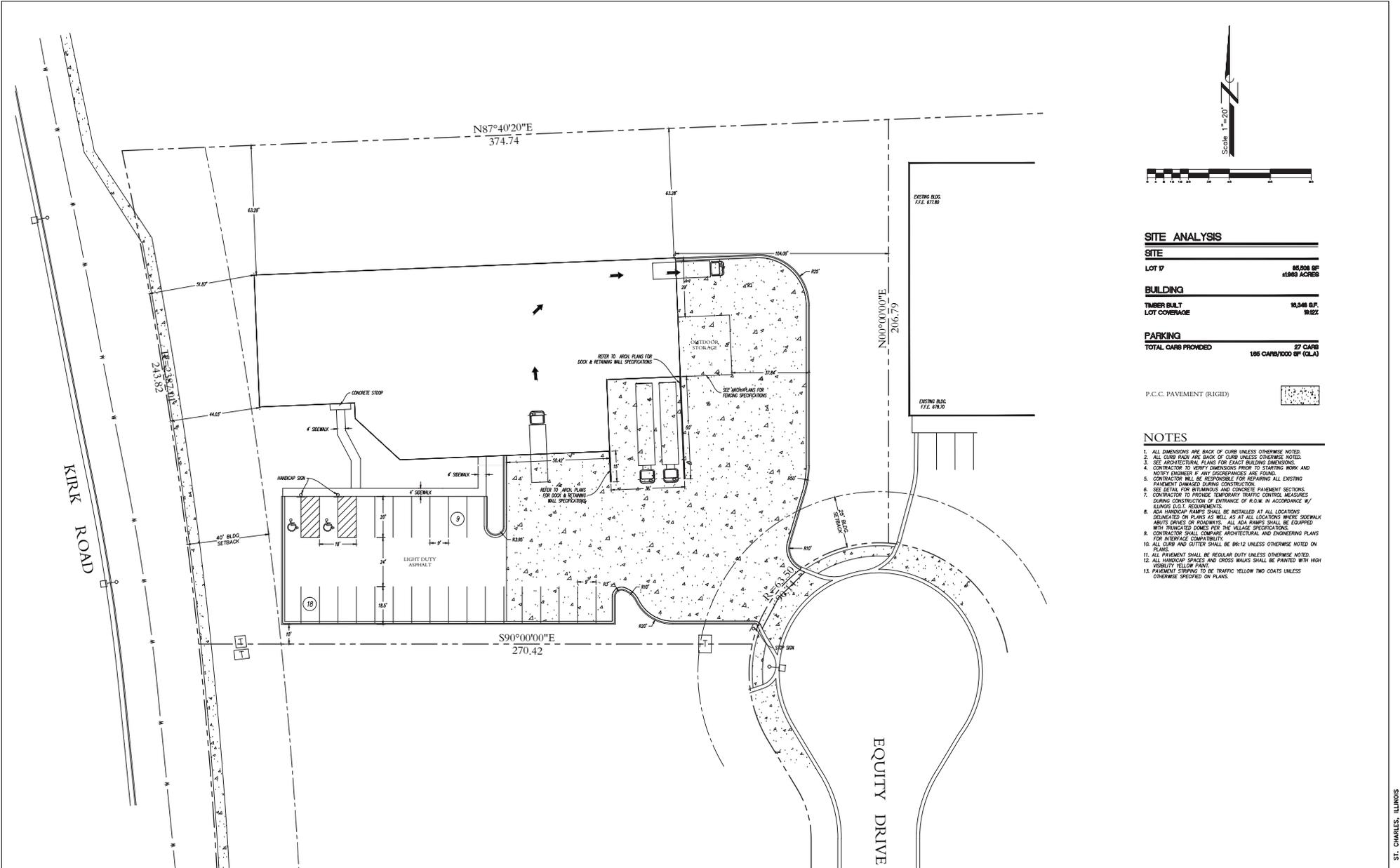
3. Mechanical Equipment Screening – The orientation of the building as designed will effectively screen the roof top units from the site line of Equity Drive. The added parapet discussed in #2 also improves equipment screening design.
4. Outdoor Storage – Outdoor Storage will be a future consideration, if needed, the area of outdoor storage would be proposed to be screened with chain link fencing material and privacy slats.
5. Signs – Timberbuilt signage will conform to the wall sign standards and freestanding sign requirements. Please see location of free standing sign on site plan.
6. Site Lighting – Downcast wall packs will be utilized for the site lighting, cut sheets and photometric are attached.

Should you have questions or need further information please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Wardanian", with a long horizontal flourish extending to the right.

Robert Wardanian



SITE ANALYSIS	
SITE	
LOT 17	85,508 SF 1.9463 ACRES
BUILDING	
TIMBER BUILT	10,348 SF.
LOT COVERAGE	10.12%
PARKING	
TOTAL CARS PROVIDED	27 CARS
	100 CARS/1000 SF (GLA)



- NOTES**
1. ALL DIMENSIONS ARE BACK OF CURB UNLESS OTHERWISE NOTED.
 2. ALL CURB RAMP ARE BACK OF CURB UNLESS OTHERWISE NOTED.
 3. SEE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
 4. CONTRACTOR TO VERIFY DIMENSIONS PRIOR TO STARTING WORK AND NOTIFY ENGINEER IF ANY DISCREPANCIES ARE FOUND.
 5. CONTRACTOR WILL BE RESPONSIBLE FOR REPAIRING ALL EXISTING PAVEMENT DAMAGED DURING CONSTRUCTION.
 6. SEE DETAIL FOR BITUMINOUS AND CONCRETE PAVEMENT SECTIONS.
 7. CONTRACTOR TO PROVIDE TEMPORARY TRAFFIC CONTROL MEASURES DURING CONSTRUCTION OF ENTRANCE OF R.O.W. IN ACCORDANCE W/ ILLINOIS D.O.T. REQUIREMENTS.
 8. ADA HANDICAP RAMPS SHALL BE INSTALLED AT ALL LOCATIONS DESIGNATED ON PLANS AS WELL AS AT ALL LOCATIONS WHERE SIDEWALK ABUTS DRIVES OR ROADWAYS. ALL ADA RAMPS SHALL BE EQUIPPED WITH BRANCHED ZONES FOR THE WALKER SPECIFICATIONS.
 9. CONTRACTOR SHALL COMPILE ARCHITECTURAL AND ENGINEERING PLANS FOR INTERFACE COMPATIBILITY.
 10. ALL CURB AND GUTTER SHALL BE BR-12 UNLESS OTHERWISE NOTED ON PLANS.
 11. ALL PAVEMENT SHALL BE REGULAR DUTY UNLESS OTHERWISE NOTED.
 12. ALL HANDICAP SPACES AND CROSS WALKS SHALL BE PAINTED WITH HIGH VISIBILITY YELLOW PAINT.
 13. PAVEMENT STRIPING TO BE TRAFFIC YELLOW TWO COATS UNLESS OTHERWISE SPECIFIED ON PLANS.

REVISIONS			
NO.	DATE	DESCRIPTION	

SITE PLAN

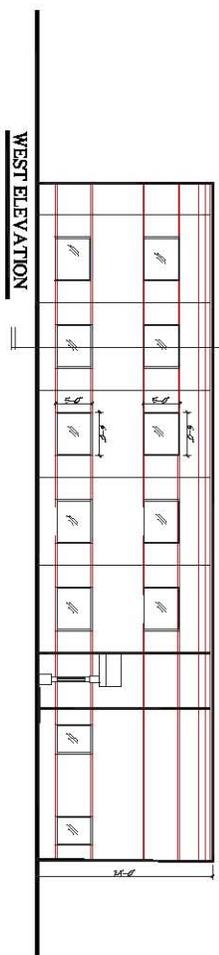
TIMBER BUILT
 LOT 17 - LEGACY BUSINESS CENTER
 ST. CHARLES, ILLINOIS



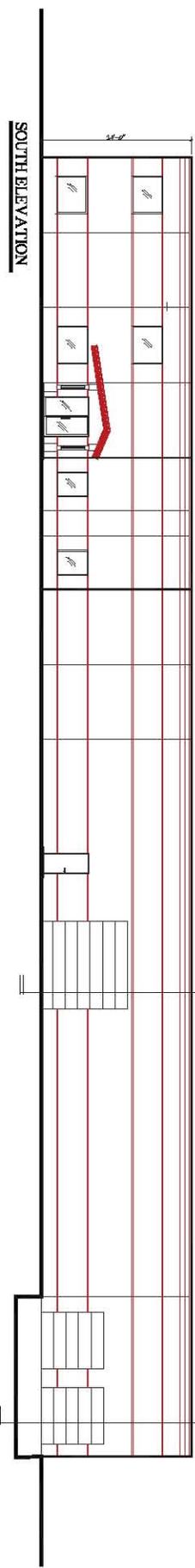
DATE: 6/20/14
 FILE: 14-024 C02
 JOB NO: 14-024

C1.1
 SHEET NO.

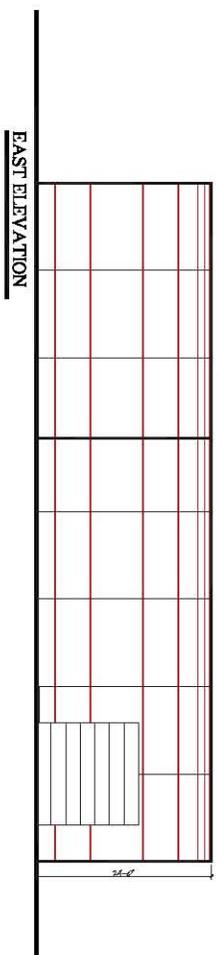
TIMBER BUILT
 ST. CHARLES, ILLINOIS



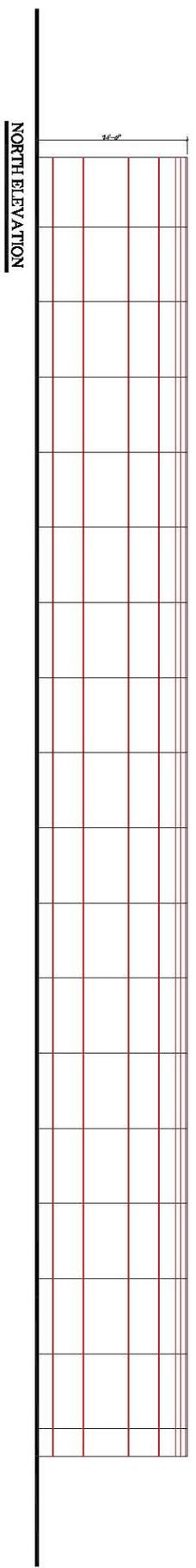
WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION

A-4

JOB
DRAWN: RM
SCALE: 1/8"=1'-0"
DATE: 6-25-14



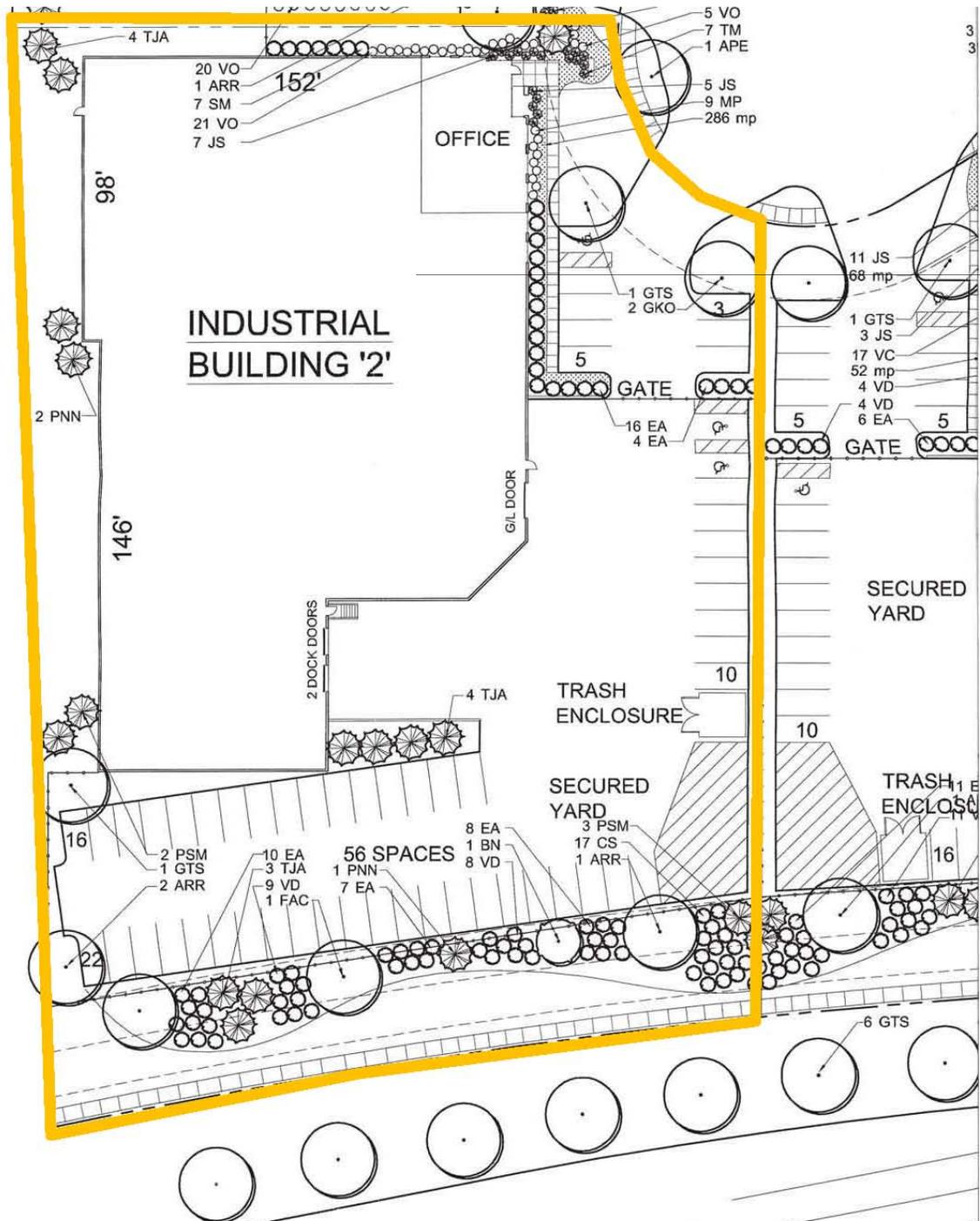
244 TELSER ROAD
LAKE ZURICH IL. 60047
(847) 540-0200

TIMBER BUILT
841 EQUITY DRIVE
ST. CHARLES, ILLINOIS 60174

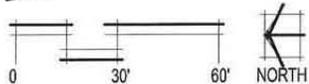
REVISIONS

Landscape Plan & Layout Approved Under
PUD Ordinance No. 2006-Z-3

Legacy Business Center- Lot 17



CORNER -
PLAN



LEGACY BUSINESS CENTER OF ST. CHARLES
ST. CHARLES, ILLINOIS

DEVELOPER

RECEIVED
SEP 15 2005
PLANNING OFFICE



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve an Easement for Public Utility, Stormwater Drainage and Detention between Omron Manufacturing of America, Inc. and the City of St. Charles.
Presenter:	Christopher Tiedt

Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development (8/11/2014)		City Council

Estimated Cost:	N/A	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

Executive Summary:

Omron Manufacturing of America completed site improvements that included the construction of a new parking lot, the expansion of another parking lot and the construction of a stormwater detention pond. The stormwater drainage and detention easement will grant to the City of St. Charles the rights, but not the obligation, to access or maintain the constructed stormwater facility should Omron Manufacturing of America, Inc. fail to do so at any point in the future.

In addition to the stormwater drainage and detention easement, a public utility easement is also being granted to the City to allow access and maintenance of the electric system improvements along the north side of the property.

Staff has reviewed the attached easement and finds it acceptable.

Attachments: *(please list)*

Grantor approved and executed easement for public utility, stormwater drainage and detention

Recommendation / Suggested Action *(briefly explain):*

Staff recommends approval of an Easement for public utility, stormwater drainage and detention between Omron Manufacturing of America, Inc. and the City of St. Charles.

<i>For office use only:</i>	<i>Agenda Item Number: 6e</i>
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BY CORPORATION

CITY OF ST. CHARLES, ILLINOIS

PUBLIC UTILITY EASEMENT &

STORM WATER DRAINAGE AND DETENTION EASEMENT

THIS INDENTURE, made in the City of St. Charles, State of Illinois, by and between Omron Manufacturing of America, Inc. (hereinafter referred to as "CORPORATION") and the CITY OF ST. CHARLES, a MUNICIPAL CORPORATION, organized and existing under the laws of the State of Illinois, of Kane and DuPage Counties, Illinois (hereinafter referred to as "CITY").

WITNESSETH: That CORPORATION in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration paid to it by CITY, the receipt and sufficiency of which is hereby acknowledged does hereby grant and give unto the City of St. Charles and to all public utility companies of any kind operating under franchise granting them easement rights from said City of St. Charles, including but not limited to, SBC and NICOR and to their successors and assigns (herein collectively referred to as "grantees"), in, upon, across, over, under, and through the following described real estate for purposes as described hereafter. A "Public Utility Easement" in, upon, across, over, under, and through the following described real estate labeled as such for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, and maintaining underground electrical, cable television, communication, gas, telephone or other utility lines or appurtenances, sanitary and storm sewers, drainage ways, storm water detention and retention, water mains and any and all manholes, hydrants, pipes, connections, catch basins, buffalo boxes and without limitation, such other underground installations as may be required to furnish public utility service to adjacent areas together with the right of access across the real estate platted herein for the necessary personnel and equipment to make any or all of the above work. The right is also hereby granted to said grantees to cut down, trim, or remove any trees, shrubs, or other plants that interfere with the operation of or access to said sewers, or, without limitation, utility installations in, on, upon or across, under, or through said easements. In the event utility maintenance is performed within the utility easement, the City of St. Charles will have no obligation with respect to surface restoration including, but not limited to, the restoration, repair, or replacement of any landscaping or retaining walls provided, however, the grantees shall be obligated following any such work, to backfill and mound so as to retain suitable drainage, remove debris, and leave the area in generally clean and workmanlike condition. No permanent buildings or trees shall be placed on said easements, but the easement areas may be used for gardens, shrubs, landscaping, paving, fences, sidewalks, curbing, and other purposes that do not interfere with the aforesaid uses and rights. Where an easement is used for storm or sanitary sewers, other utility installations shall be subject to the prior approval of said City of St. Charles so as not to interfere with the gravity flow in said sewer or sewers. Utility installations, other than those managed by the City of St. Charles, shall be subject to the approval of the City of St. Charles, as to design and location, and all other installations are subject to the ordinances of the City of St. Charles.

A "Storm Water drainage and Detention Easement" in, upon, across, over, under, and through the following described real estate labeled as such for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, and maintaining storm sewers, drainage ways, storm water detention and retention, retaining walls, vegetation and any and all manholes, pipes, connections, catch basins, and without limitation, such other underground installations as may be required to furnish storm water drainage and detention. The right of access across the real estate platted herein for the necessary personnel and equipment to make any or all of the above work is also granted. The responsibility of maintaining the detention area easement shall be binding on the CORPORATION and their heirs, executors, administrators, successors and assigns. No person shall destroy or modify slopes or otherwise affect the detention volume without having first received written approval from the City of St. Charles. The City shall have the right but not the obligation to restore, repair or provide any detention volume required as attributable to this property and restore or provide vegetation to create a stable surface against erosion.

The right is also hereby granted to said grantees to cut down, trim, or remove any trees, shrubs, or other plants that interfere with the operation of or access to said sewers, or, without limitation, utility installations in, on, upon or across, under, or through said easements. In the event utility maintenance is performed within the utility easement, the City of St. Charles will have no obligation with respect to surface restoration including, but not limited to, the restoration, repair, or replacement of any landscaping provided, however, the grantees shall be obligated following any such work, to backfill and mound so as to retain suitable drainage, remove debris, and leave the area in generally clean and workmanlike condition. No trees shall be placed on said easements, but the easement areas may be used for gardens, shrubs, landscaping, paving, fences, sidewalks, curbing, and other purposes that do not interfere with the aforesaid uses and rights. Where an easement is used for storm or sanitary sewers, other utility installations shall be subject to the prior approval of said City of St. Charles so as not to interfere with the gravity flow in said sewer or sewers. Utility installations, other than those managed by the City of St. Charles, shall be subject to the approval of the City of St. Charles, as to design and location, and all other installations are subject to the ordinances of the City of St. Charles. Notwithstanding anything herein to the contrary, the Corporation and its successors and assigns shall have the right to install, construct, replace, alter, enlarge, repair and maintain an exterior building wall as an integral part of the detention area retaining wall along and within the west boundary of the detention easement. The easement rights granted herein to the City shall be subject to the Corporation's rights with respect to such wall. The City shall have no rights in relation to said wall and is solely responsible for repair of and damage or disturbance to said wall caused by the City, or its employees, contractors, or agents.

LEGAL DESCRIPTION

Said easement premises are described in Exhibit A and depicted in Exhibit B attached hereto and made a part hereof.

That CORPORATION hereby retains the right to enjoy said easement and right-of-way for its own purposes, provided that such purposes shall not interfere with the uses and right-of-way granted to the CITY herein. All construction by the CITY shall be done in a good, workmanlike manner, and the CITY also agrees that the premises will be left in a neat and presentable condition.

WITNESS our hands and seals this _____ day of _____, 20 ____.

Omron Manufacturing of America, Inc.

NAME OF CORPORATION

BY:

C. F. Bauer

Written Name:

Craig F. Bauer

MAYOR

COUNTY CLERK

ATTEST:

Takeshi Miura

TAKESHI MIURA

CONSENT OF MORTGAGEE

N/A

_____ does hereby consent to and approved of the within described Utility Easement and subordinates the following thereto: Mortgage dated _____, and recorded _____, as Document No. _____, made by _____ to secure a note for \$ _____, this _____ day of _____, 20_____.

BY:

ATTEST:

EXHIBIT "A"

DESCRIPTION OF 10 FOOT PERMANENT PUBLIC UTILITY EASEMENT:

THE EAST 10 FEET AND THE NORTH 10 FEET OF THE FOLLOWING DESCRIBED PROPERTY;

THE WESTERLY 380 FEET, AS MEASURED AT RIGHT ANGLES, OF LOT 2 IN UNIT NUMBER 3-A IN THE ST. CHARLES ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

DESCRIPTION OF STORMWATER DRAINAGE & DETENTION EASEMENT:

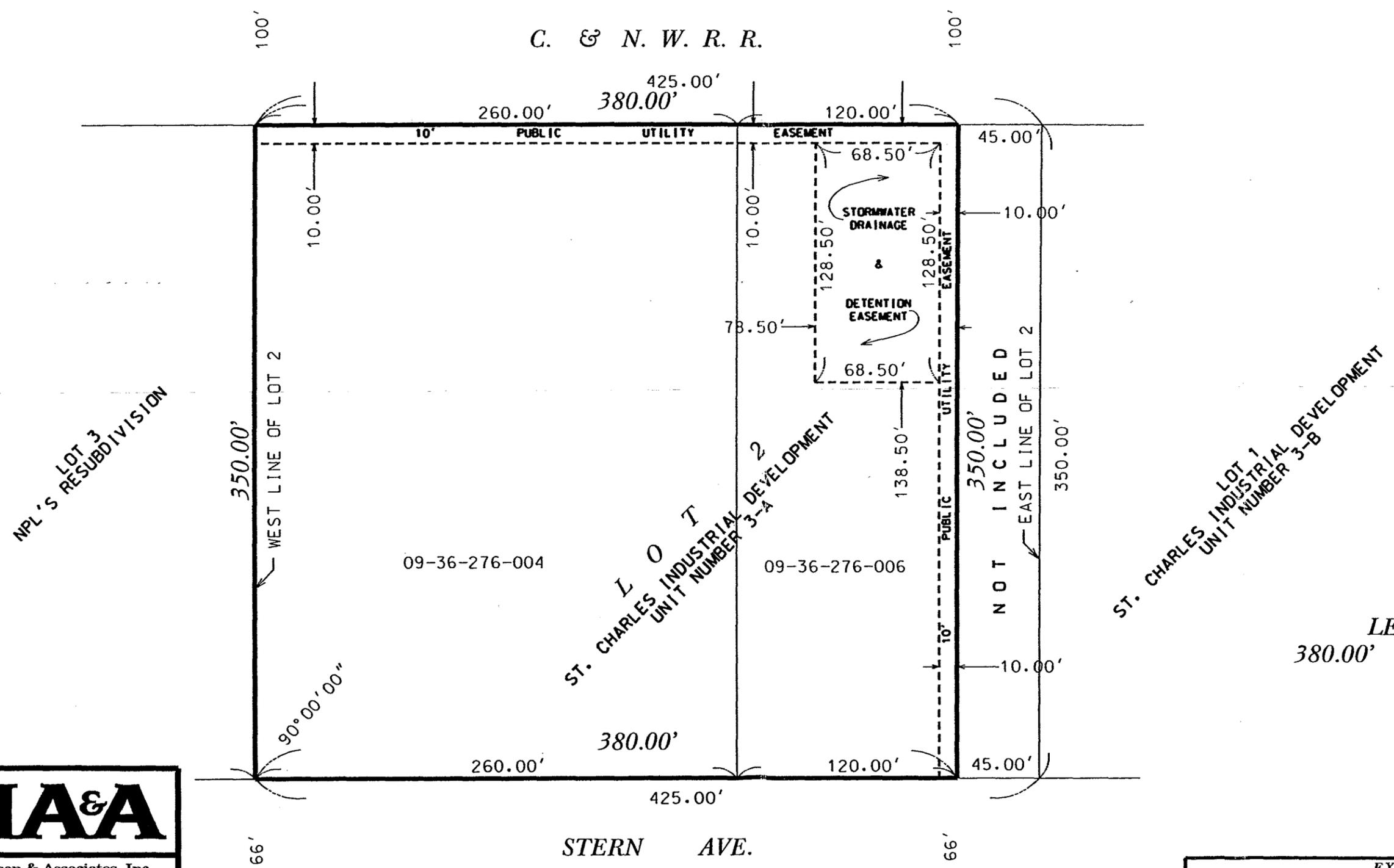
THE WEST 68.50 FEET OF THE EAST 78.50 FEET AND THE SOUTH 128.50 FEET OF THE NORTH 138.50 FEET OF THE FOLLOWING DESCRIBED PROPERTY;

THE WESTERLY 380 FEET, AS MEASURED AT RIGHT ANGLES, OF LOT 2 IN UNIT NUMBER 3-A IN THE ST. CHARLES ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

EXHIBIT "B"



NOT TO SCALE



LEGEND
 380.00' = DEED DIMENSION

RH&A

Robert H. Anderson & Associates, Inc.
 Consulting Engineers & Surveyors
 Timbers Professional Center
 220 West River Drive, St. Charles, Illinois 60174
 Phone - 630.584.3530 Fax - 630.584.3047
 Email - rha@taengr.com

H:\KRUSINSKA\SURVEY\DGAN\EXHIBIT-B.DGN

EXHIBIT "B"
 PUBLIC UTILITY EASEMENT AND
 STORMWATER DRAINAGE & DETENTION EASEMENT
 FOR PROPERTY COMMONLY KNOWN AS:
 3632 STERN AVENUE, ST. CHARLES, IL.

City of
St. Charles
ONLY

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the Mayor of the City of St. Charles, a municipal corporation and _____ personally known to me to be the City Clerk of the City of St. Charles, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Council of the City of St. Charles as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 20 _____.

NOTARY PUBLIC

SEAL

ATTEST:

THIS INSTRUMENT WAS

PREPARED BY:

Gregory J. Chismark, P.E.
City Engineer
City of St. Charles
2 East Main Street
St. Charles, Illinois 60174