

AGENDA
CITY OF ST. CHARLES
PLANNING & DEVELOPMENT COMMITTEE
ALD. TODD BANCROFT – CHAIRMAN
MONDAY, MAY 11, 2015 - 7:00 PM
CITY COUNCIL CHAMBERS
2 E. MAIN STREET

1. CALL TO ORDER

2. ROLL CALL

3. COMMUNITY & ECONOMIC DEVELOPMENT

- a. Review a Phase I Economic Incentive Application Proposal and Recommendation to Direct Staff to Draft Formal Incentive Agreement Documents (Fox Valley Volkswagen, LLC.).
- b. Presentation of a Concept Plan for Hillcroft Townhomes.
- c. Recommendation to approve an Amendment to Special Use for a Place of Worship for 1710 S. 7th Ave. to include 1202 Pomeroy Ct. (Salvation Army).
- d. Recommendation to approve a revised Final Plat of Subdivision for the Quad St. Charles – Unit 1 Resubdivision (theater lot).
- e. Recommendation to approve a Façade Improvement Grant Agreement for 111 E. Main St. (Riverview Counseling Services).
- f. Recommendation to approve a Façade Improvement Grant Agreement for 11 N. 3rd St.
- g. Recommendation to approve a Façade Improvement Grant Agreement for 100 W. Main St. (Hotel Baker).
- h. Recommendation to Approve a Corridor Improvement Grant for 700 E. Main Street (T&J, LLC.).
- i. Recommendation to Approve a Corridor Improvement Grant for 2422 W. Main Street (KMK Global Investments, LLC.).

4. ADDITIONAL BUSINESS

5. EXECUTIVE SESSION

- Personnel
- Pending Litigation
- Probable or Imminent Litigation
- Property Acquisition
- Collective Bargaining

6. ADJOURNMENT

AGENDA ITEM EXECUTIVE SUMMARY						
	Title:	Review a Phase I Economic Incentive Application Proposal and Recommendation to Direct Staff to Draft Formal Incentive Agreement Documents (Fox Valley Volkswagen, LLC.)				
	Presenters:	Rita Tungare, Director of Community & Economic Development Matthew O'Rourke, Economic Development Division Manager Christopher Minick, Director of Finance Emir Abinion, Fox Valley Volkswagen, LLC.				
<i>Please check appropriate box:</i>						
	Government Operations		Government Services			
X	Planning & Development (5/11/2015)		City Council			
Estimated Cost:	\$1,500,000 Total Incentive Proposal	Budgeted:	YES		NO	X
If NO, please explain how item shall be funded:						
See below:						
Executive Summary:						
Background:						
<p>The City has received a Part I Economic Incentive Application from Fox Valley Volkswagen, LLC. They are the owners of the Volkswagen dealership at 560 W. North Ave. in West Chicago. The applicant has approached staff about relocating this existing dealership to St. Charles. The applicant and owner of the Fox Valley Volkswagen dealership is Emir Abinion. Emir owns and operates successful dealerships in the Chicagoland area, including the Buick- GMC dealership in St. Charles.</p> <p><u>The details of this new dealership are as follows:</u></p> <ul style="list-style-type: none"> • Redevelop 6.8 acres and DuPage Expo building into a 39,000 SQ FT dealership and service facility including: surrounding parking lots, landscaping, and lighting features. • Immediate relocation of 53 full time jobs with an average salary of \$62,868.16. <ul style="list-style-type: none"> ○ The applicant anticipates this to increase to 65 employees within 24 months of the dealership opening. 						
Proposed Incentive:						
The details of the requested sharing agreement are as follows:						
<ul style="list-style-type: none"> • The total incentive requested is \$1,500,000 for a term of 15 years. <ul style="list-style-type: none"> a) The initial \$800,000 of the agreement shall be structured as a loan. <ul style="list-style-type: none"> ○ This money shall be lent to the applicant with an interest rate to be determined by the City. ○ During this initial period, the City shall collect 100% of the new sales tax generated by the dealership. 25% of the sales tax shall go to the City's general fund. The remaining 75% shall repay the loan principal and interest. This equates to repayment of the initial \$800,000 loan and, assuming an interest rate of 6% (which represents the current market conditions) \$192,866 in interest for a total of \$992,866. ○ Should the applicant decide to relocate this dealership before the principal loan balance has been paid off, the applicant shall repay the remaining balance of the principal loan back to the City. b) The remaining \$700,000 of the requested incentive shall be paid through shared sales tax. The dealership shall receive 60% of future sales tax and the remaining 40% shall be retained by the City. The applicant shall receive this share of annual sales tax until the applicant receives the total requested funds (\$1,500,000) OR the agreement reaches the 15 year term limit. 						
Attachments: <i>(please list)</i>						
Proposed DRAFT Term Sheet; Phase I Incentive Application and Supporting Materials; Location Map; Proposed Dealership Plans						
Recommendation / Suggested Action <i>(briefly explain):</i>						
Review a Phase I Economic Incentive Application Proposal and Recommendation to Direct Staff to Draft Formal Incentive Agreement Documents (Fox Valley Volkswagen, LLC.)						
<i>For office use only:</i>		Agenda Item Number: 3a				

City of St Charles
Auto Dealer Economic Incentive
Business Terms
May 1, 2015

PURPOSE:

The purpose of the following proposed DRAFT term sheet is to identify a proposal for an Economic Development Incentive to assist the owner of the Fox Valley Volkswagen Dealership to relocate and expand into St. Charles, IL. The existing dealership is located outside City limits and their current site's ability to expand is limited due size constraints. The relocation of this dealership would result in new increased sales for the dealership and additional sales tax revenue for the City of St. Charles.

CONTEMPLATED AMOUNT OF UPFRONT LOAN INCENTIVE:

To minimize risk, the initial payment will be structured as a loan in the amount of \$800,000. These funds are needed to assist with down payment costs for a small business loan to purchase the land and construct the new dealership. This loan will be placed in a construction escrow account and will be draw down periodically, as needed, during the approximate 12 month renovation of the site and existing structures.

In the event that the dealership decides to leave the St. Charles location and move this business into another jurisdiction prior to the full repayment of the initial loan of \$800,000, the applicant shall repay the initial loan amount of \$800,000 less the sum of the initial loan principal already repaid through new sales tax generation per the terms of this agreement.

TERM OF INCENTIVE:

The proposed incentive will have a maximum term of 15 years.

FINANCING COST:

The proposed interest rate for this loan is 6.00% (*Simple Interest Rate Fixed*) for the term of the agreement. The City will begin accruing interest on the loan as soon as the applicant seeks a drawdown on the initial loan amount. The City will apply payments to the loan on a monthly basis, as the City receives sales tax revenues applicable to the dealership from the State of Illinois. Financing/interest costs will be repaid before any reduction of the \$800,000 principal loan is reduced. In the event the revenue stream cannot cover the required interest payment, the amount of unpaid interest will be applied to the financing costs due the following month.

SOURCE OF REPAYMENT:

The source of repayment for the initial loan and interest will be sales taxes generated by the dealership. The City will retain the first 25% of sales taxes generated by the dealership and the remaining 75% will be pledged and used to repay the upfront incentive loan amount. The applicable sales tax rate is 1% of sales for titled vehicle sales and 2% of parts sold.

SALES TAX SHARING INCENTIVE:

After repayment of the upfront incentive loan, the City and the Dealership shall share any sales tax revenue generated on a 60%-40% basis for the remainder of the incentive term, or until the maximum sales tax sharing amount of \$1,500,000 is reached.

DRAFT

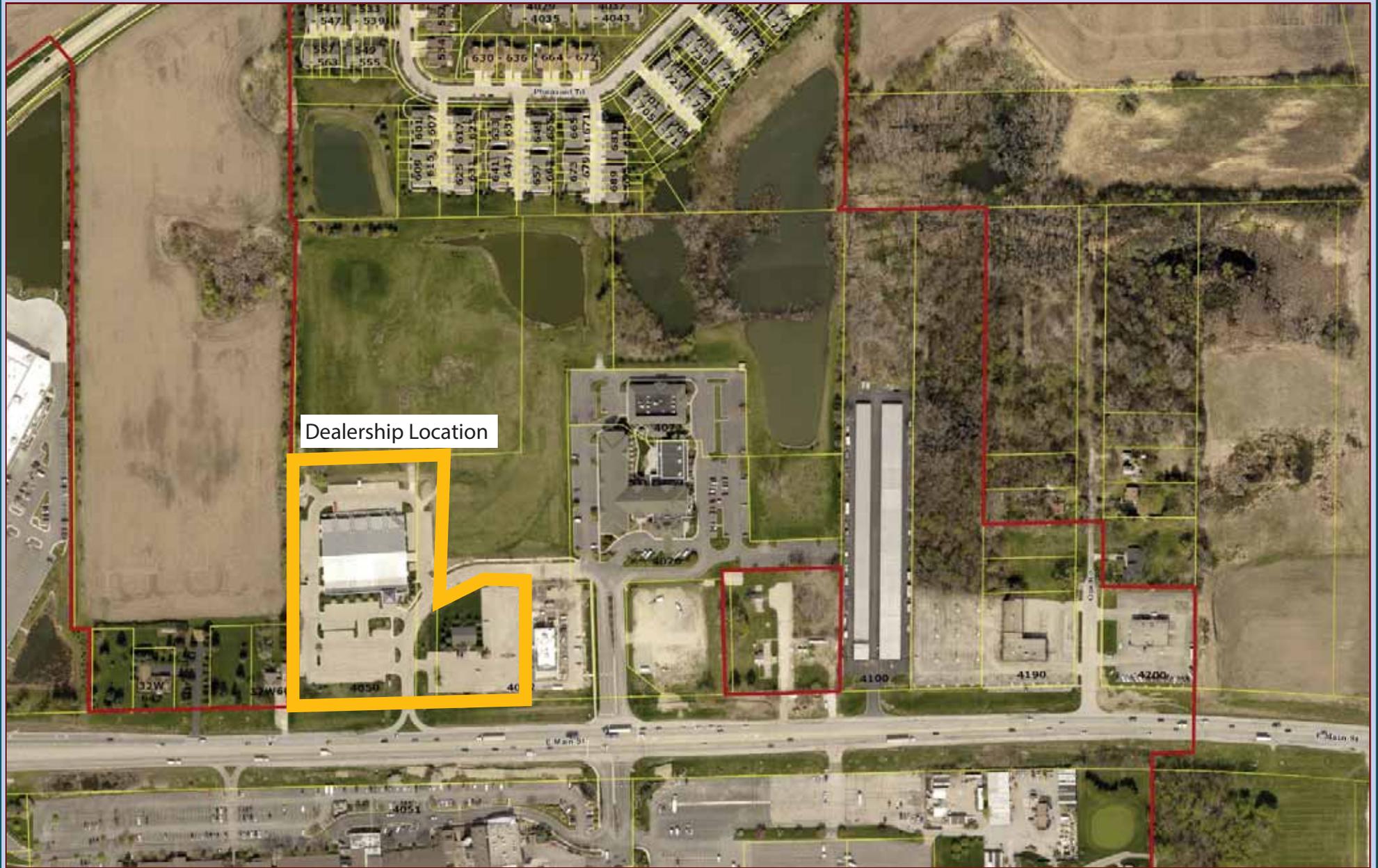
MAXIMUM SALES TAX SHARING AMOUNT:

The maximum sales tax sharing portion of the incentive shall be \$700,000 and shall begin after the initial loan of \$800,000 plus interest is paid in full. Therefore, the Upfront Loan Incentive and Maximum Sales Tax Sharing Amount combined will equal \$1,500,000. The dealership will only be eligible to receive the additional \$700,000 Maximum Sales Tax sharing portion of the agreement after the initial Upfront Loan Incentive of \$800,000 plus accrued interest, is paid in full.

At the conclusion of the term of the agreement, the City shall retain 100% of all subsequent sales taxes generated by the dealership. In the event that the maximum sharing amount is not reached prior to the expiration of the term of the agreement, the dealership shall forfeit any such deficit of sales tax sharing with the City.

Additionally, should the sales tax revenues generated by the dealership be insufficient to amortize the upfront incentive payout and interest accruals prior to the expiration of the term of the agreement, the dealership shall forfeit any sales tax sharing payments from the City. The upfront incentive payout principal and any accrued interest must be completely and totally amortized for any sales tax sharing payments to occur.

DRAFT



Dealership Location



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: March 26, 2015 09:59 AM



0 161 322 Feet

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ARIANO HARDY RITT
NYULI RICHMOND LYTLE & GOETTEL P.C.

Ralph C. Hardy
Lisa M. Nyuli *
Scott G. Richmond
Aaron J. Lytle
Karrsten Goettel
Jennifer L. Stallings
Laura A. Dzielski

2000 McDONALD ROAD
SUITE #200
SOUTH ELGIN, IL 60177-3324
(847) 695-2400

Facsimile (847) 695-2401
E-Mail: SGR@attorneys-illinois.com

Huntley Office
PNC Bank
13300 Route 47
1st floor
Huntley, IL 60142

Norbert C. Ritt (*Of Counsel*)
Frank V. Ariano (*Retired*)

**Fellow of the American
Academy of Matrimonial Lawyers*

December 3, 2014

Ms. Rita Tungare
Director of Community & Economic Development
City of St. Charles
2 E. Main Street
St. Charles, IL 60174

**Re: Fox Valley Volkswagen, LLC
Incentive Application**

Dear Ms. Tungare:

I am pleased to submit this incentive application for your consideration on behalf of Fox Valley Volkswagen, LLC. Fox Valley Volkswagen, LLC is under contract to purchase approximately 6.8 acres of real property located at 4050 E. Main Street, St. Charles, Illinois. This is presently home to the DuPage Expo & Convention Center in St. Charles across from Pheasant Run.

The current use of this facility is an exposition center for various trade shows and other ancillary uses during the year. Fox Valley Volkswagen, LLC plans to remodel this facility into an approximately 39,000 square foot sales, leasing and automotive repair facility for Volkswagen. Fox Valley Volkswagen, LLC currently operates a Volkswagen dealership in West Chicago that will be transitioned to the proposed site in St. Charles and expanded. Fox Valley Volkswagen, LLC will continue to operate the dealership on the proposed site in St. Charles.

Fox Valley Volkswagen anticipates closing on the purchase of the facility on or before July 31, 2015 and construction will begin immediately thereafter with an anticipated opening in approximately July of 2016. The facility will be developed and operated by Fox Valley Volkswagen, LLC and the property will likely be owned by an as yet created corporate entity.

Fox Valley Volkswagen, LLC will be financing this project through owner contributions as well as bank and SBA financing. The project is estimated to cost \$8,500,000.00 including land acquisition and entitlements.

Fox Valley Volkswagen, LLC is requesting that the City of St. Charles provide economic incentives consisting of \$1,000,000.00 initial cash input and \$500,000.00 in

Fox Valley Volkswagen

December 1, 2014

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sales tax rebate incentives over a period of years. This is necessary to meet the financing needs of Fox Valley Volkswagen and to make the project viable for ownership.

This dealership was opened in July 2006 as a New Franchise Point appointed by Volkswagen to be operated by Emir C. Abinon. Within a few short years, this dealership was amongst the volume leaders for Volkswagen sales and service in the Midwest Region (14 states) rated in the top 20 out of 145 Volkswagen dealerships. Fox Valley Volkswagen is rated one of the highest in Customer Satisfaction Index as rated by VW customers in the Midwest Region as well. In 2012, Fox Valley Volkswagen was awarded Volkswagen's highest honor, The Diamond Pin Award, given annually to 70 dealers worldwide with only 4 dealers out of the U.S. and Canada. Fox Valley Volkswagen is the only Volkswagen dealer in Illinois to be awarded this honor. Fox Valley Volkswagen is also an Accredited Better Business Bureau partner.

By relocating Fox Valley Volkswagen, LLC to St. Charles from West Chicago, the City of St. Charles will see a direct benefit with regard to sales tax revenue as well as job creation and increased retail traffic in the area of the business. The Volkswagen dealership is a destination location drawing customers from surrounding counties and towns into the St. Charles area. This will not only benefit the nearby businesses such as Culvers, but also the nearby Charlestowne Mall, which is currently undertaking a major revitalization project.

Based upon the enclosed supporting documents, Fox Valley Volkswagen, LLC plans to bring 50 FTE jobs to St. Charles with expansion to 65-75 FTE jobs over the course of the next 3 years. Furthermore, Fox Valley Volkswagen, LLC currently has yearly sales of \$ 36,000,000.00 and plans to increase sales to \$55,000,000.00 over the next 3 years. These plans represent significant sales tax revenue to the City of St. Charles over the course of the next years.

The 2.97 acre site with 37,400 sq. ft. DuPage Expo & Convention Center was built around 1970 as an indoor polo ring and has undergone several renovations since then. The Expo center currently has over 23,000 sq. ft. of convention space available for use with a lobby/registration area. The current facility has capacity for 300-car parking. The Center has historically been underutilized and has been home to shows needing less space than those using the Pheasant Run Convention Center. The current facility structure is in usable condition for trade shows, but will be extensively remodeled and expanded to accommodate the Fox Valley Volkswagen, LLC dealership and service center.

Fox Valley Volkswagen

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Fox Valley Volkswagen, LLC is purchasing approximately 6.8 acres including the DuPage Expo site as well as surrounding land for its dealership facility. This site will provide ample room for the dealership to expand the existing facility including adding a service center and lot for vehicle inventory. The new facility will be renovated and consist of approximately 39,000 sq. ft. including an approximately 15,000 sq. ft. dealership area/showroom with offices as well as a 23,000 sq. ft. service area for vehicle parts and repairs. The new facility will have approximately 350-400 parking spaces for vehicle inventory, service and customer parking.

Fox Valley Volkswagen is currently at capacity with its service facilities and can only remedy the situation with both further renovation and purchase of its current facility or by moving its location. Fox Valley Volkswagen has chosen to move its facility to St. Charles.

The Volkswagen dealership will be the only Volkswagen dealership within 15 miles of the St. Charles metropolitan area. The nearest Volkswagen dealerships are located in Naperville, Schaumburg and Downers Grove, with a new dealership planned for the I-90 auto mall in Elgin. Moreover, Volkswagen is one of the largest automobile manufacturers worldwide and boasts the highest revenues, second highest profits and greatest assets of any automaker according to Forbes' 2014 Global 2000 list. It is second only to Toyota Motor as the world's biggest public automotive companies. Volkswagen has exciting and aggressive plans to introduce new models and expand its market share in the United States in the coming years.

The following are highlights of the benefits St. Charles will enjoy through the opening of the Fox Valley Volkswagen facility:

1. **Jobs** – Fox Valley Volkswagen currently employs 42 individuals. Its 24-month projection is to increase its staff to 65 and its 48-month projection is to increase its staff to 75-80. The staff will not only work in St. Charles but will frequent the businesses in St. Charles for shopping or eating etc.
2. The addition of the Volkswagen dealership in St. Charles will solidify Fox Valley Auto Group's commitment to the community. Fox Valley Auto Group actively engages the community and encourages its employees to be active within the community. For example, Fox Valley Auto Group is a title sponsor of the annual Scare Crow Festival. It is a sponsor of Riverfest and the annual Electric Light Parade during the holidays. Emir Abinon, President is on the Board of Riverwoods Christian Center and financially supports Lazarus House and Fox Valley Habitat for Humanity. The employees volunteer in the community and the dealership does pro

Fox Valley Volkswagen

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bono repairs for those in need. Adding Fox Valley Volkswagen dealership to St. Charles will enhance all of these efforts.

3. The Volkswagen dealership will serve an unmet need in St. Charles. Volkswagen is one of the fastest growing brands in the auto industry. This proposed facility would provide a more convenient location to area residents to purchase and service Volkswagens. For example, there are many VW vehicle owners who live in Geneva, Batavia and North Aurora area who currently purchase and service their vehicles in Naperville. Adding Fox Valley Volkswagen to St. Charles would give those owners an opportunity to service their vehicles closer in St. Charles.
4. The project will renovate and improve an underutilized facility. It will improve the infrastructure on the site. It will also undoubtedly help the nearby businesses such as Culvers and other nearby restaurants by having 42 or more employees on site who need to eat lunch each day.
5. The dealership will enhance the streetscape and overall aesthetics along North Avenue with the new cars on the lot along the street. The dealership will have a modern design and be a significant improvement over the current building on the site. Moreover it will provide convenience for its customers and increase the vitality of nearby businesses by bringing people in to the dealership.
6. The Volkswagen dealership currently located in West Chicago generates approximately \$36,440,000 in sales average over the last three years. Fox Valley Volkswagen anticipates that sales will increase to approximately \$55,000,000 in the coming years. These sales will generate significant sales tax revenue for the City of St. Charles for many years.

At Fox Valley Volkswagen, they believe that whom you buy from is as important as what you buy. When customers choose to do business with Fox Valley Volkswagen, they are supporting a business philosophy of the highest principles. Fox Valley's dealerships are involved in philanthropic pursuits that better the communities where they live and work.

They understand that when they make an investment in the community, it helps strengthen families and create better lives for everyone. However, charitable commitments don't consist solely of writing a check. The entire organization regularly contributes their time and talents to volunteer work. From their service cashier to the

Fox Valley Volkswagen

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CEO, the Fox Valley Volkswagen team prides itself on being a team that's not afraid to roll up its shirtsleeves and help those in need.

This year, Fox Valley Volkswagen has made a concentrated effort to help create affordable housing that makes generational differences in people's lives. That's why it is donating a vehicle to the Fox Valley Habitat for Humanity. They will be raffling this vehicle to raise money to finish several homes. Fox Valley's team members have also donated their time on several Sundays last month to help in building these homes. Last year, it supported the Children's Oncology Group serving children suffering from cancer where it also donated a vehicle that raised them over \$30,000.00.



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In addition, Volkswagen has made a substantial commitment to increasing sales growth in the United States:

As shown in Forbes, July 2014:

Volkswagen Eyes Passenger Cars Sales Growth in the U.S.

“Earlier this year, Volkswagen announced plans of investing \$7 billion in North America between 2014-2018 for the purpose of adding capacity and accelerating growth in the country. This is part of the company’s aggressive growth strategy aimed at becoming the highest-selling automaker in the world by 2018. In order to reach this feat, Volkswagen aims to sell around one million vehicles in the U.S. alone by that period. The country constituted only 6.8% of the net passenger car volumes for the company in 2013 (Passenger cars form 92% of the total volumes for Volkswagen). Compared to the 13.8% market share in China, Volkswagen holds only 4.8% share in the U.S. automotive industry.”

Volkswagen has had some tremendous growth in 2009-2012 with the introduction of the new Passat. Volkswagen invested over \$1 billion in Chattanooga, TN where the new VW Passat is built. Building the Passat locally brought the base price from \$26,000.00 to \$21,000.00 creating a more competitive model. The sales of the VW Passat more than tripled to over 100,000 units with the savings in price by building it locally. Volkswagen saw growth of over 25% in unit sales YOY between 2009 and 2012. Volkswagen has more than doubled its sales volume to over 400,000 vehicles in the U.S. However, Volkswagen experienced a slight recession in sales due to slower introduction on refresh and new models. Currently Volkswagen of America is competitive in only about 40% of all market segment vehicles in the U.S. Fox Valley Volkswagen anticipates this will affect its new vehicle sales until the new refresh models are introduced as well as the all-new products in 2016. Fox Valley Volkswagen has seen an increase of Used Vehicle sales as well as service sales the last two years.

Volkswagen is scheduled to come out with refreshed versions of the Jetta and Passat in 2014 and 2015, and plans to overhaul its lineup of SUVs and crossovers in 2015 and 2016. The new Volkswagen B-SUV segment (Cross Blue) is a seven-passenger SUV that will be built in Chattanooga. This new model is estimated to sell about 70k-90k units. Volkswagen is also looking to introduce an AWD Turbo-diesel Alltrack, which is estimated to sell about 30k-50k units. The VW Tiguan (small SUV) will undergo a change to create a longer wheelbase vehicle to be more competitive with its segment in the market; this is estimated to increase its overall volume sales.

Fox Valley Volkswagen

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Volkswagen is looking into the production of an A-SUV segment vehicle (micro-suv) for the U.S. to be introduced shortly after 2016. Volkswagen will also look to move the production of several other vehicle lines to North America to help bring down the cost of production.

The dealership anticipates that its new and used vehicle sales will grow slightly in 2014-2015, then increase sharply with the infusion of refreshed and all new Volkswagen models. Volkswagen has a lofty goal of 800,000 units by 2018 in the U.S. Through the introduction of the new models stated above, Volkswagen will become competitive in 65% of all automobile market segments, which will certainly help in attaining the 800,000-volume goal, and accordingly Fox Valley Volkswagen's volume of new and used sales will follow in 2016 and beyond.

As mentioned before, the dealership is currently at capacity with its service and parts department and continued growth is limited. One advantage that this new location gives Fox Valley is the expanded service facility. With this new availability, the dealership anticipates bringing in services it currently outsources. This will lead to additional sales and service as well as increase the employee count with the new facility. The plan is for this to take place as soon as the dealership moves into the new facility.

The larger facility will also enable Fox Valley to centralize several of its dealership-group departments. It will centralize two departments between its existing three dealerships to the St. Charles location increasing the number of employees there.

Centralized Department	Additional Employees
Accounting	4
Business Development Sales	4
Business Development Service	4
Sub-total	12
Grand-total	20

Without even anticipating any volume in vehicle sales increase by 2016 (the first year in the new facility) Fox Valley plans on increasing its employee count by almost 50% from 42 to 62. With the increase in sales volume with the introduction of new Volkswagens, Fox Valley should be at 70 total employees by 2017 or about a year after opening in St. Charles.

Fox Valley Volkswagen

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The renovation and expansion project planned by Fox Valley Volkswagen, LLC is estimated to cost \$8,500,000.00 including this land acquisition. The cost to renovate for use of the existing structure is estimated to be well over \$1,000,000.00 itself. The initial incentive payment of \$1,000,000 and sales tax rebates of \$500,000 over time are necessary to make the project viable. The upfront costs of construction and remodeling require a substantial cash outlay on behalf of the ownership, which is moving from its current West Chicago facility. In an effort to minimize the long term recovery of this initial \$1,000,000 payment by St. Charles, Fox Valley Volkswagen is willing to forego sales tax rebates for a period of three years after which sales taxes will be shared between the City and Fox Valley Volkswagen 50/50 until the additional \$500,000 has been paid. After that the City of St. Charles will reap the full benefits of the sales tax revenue well into the future.

On behalf of Fox Valley Volkswagen, LLC we look forward towards reaching a worthwhile incentive plan that will make the new Volkswagen dealership a reality for my client and for the residents of St. Charles. Should you require additional information please do not hesitate to contact me.

Very truly yours,



Scott G. Richmond, Esq.

SGR/os

Enc.

cc: Emir Abinion
Matthew O'Rourke

Pheasant Run Xing Alternate 6/09/14

103
(8,000 sq ft)

OPEN SPACE/RETENTION
6.1 acres

NEW LOT
10.96 acres

102

TRAINING CENTER
1.67 acres

101

HILTON GARDEN INN
2.93 acres

LOT 3
VACANT

1.43 acres

350'

384'

ELECTRICAL PRIMARY EASEMENT

694'

NEW LOT
6.80 acres

NEW ACCESS DRIVE PARCEL 1.39 acres

50'

167'

CULVERS
1.17 acres

Pheasant Run Drive

LOT 2
VACANT
1.50 acres

283'

554'

NORTH AVE. (STATE ROUTE 64)

Signalized
Intersection

PHEASANT RUN RESORT

© 2013 Google



Das Auto

Fox Valley Volkswagen

St. Charles, IL

02.27.2015

Volkswagen Design Criteria Document

EVIEWS360



Fox Valley Volkswagen

Exterior Rendering



EVIEW360

R1.0

Date
02.27.2015

Issue
Design Control Documents

City/State: St. Charles, IL
Project #: 14-773

These drawings are for communication of design intent only.
These drawings are not suited or intended for construction or fabrication.

1 2 3 4 5

D
C
B
A



SITE INFORMATION

TOTAL SITE AREA:
- 299,694sf +/- (6.88 ACRES)

CURRENT ZONING:
- CITY OF ST. CHARLES
- B-R
- 1 ADR

MIN. LOT AREA:
- 1 ADR

MAXIMUM BUILDING COVERAGE:
- 30%

MAXIMUM BUILDING HEIGHT:
- 40'

LANDSCAPE BUFFER YARD:
- 40'

VEHICLE SCREENING REQUIRED ALONG PUBLIC STREET (30' MIN. HGT):

BUILDING SETBACKS:
- 20' FRONT YARD BUILDING SETBACK
- 0' INTERIOR SIDE YARD BUILDING SETBACK
- 20' EXTERIOR SIDE YARD BUILDING SETBACK
- 0' REAR YARD SETBACK

PARKING COUNTS:
- 14 CUSTOMER
- 310 INVENTORY
- 200 SERVICE

THE REDMOND COMPANY
• DESIGN • CONSTRUCTION
• CONSULTING • MANAGEMENT

W228 N745 Westmond Drive
Waukesha, Wisconsin 53186
tel 262.549.9600 fax 262.549.1314
Innovative Approach. Unique Solutions.
www.theredmondco.com

PROJECT INFORMATION

Fox Valley Volkswagen

4050 E. Main St. St. Charles, IL 60174

ISSUANCE AND REVISIONS

Budget

REVISIONS

#	Description	Date
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SHEET INFORMATION

OWNERSHIP AND USE OF DOCUMENTS

The drawings, specifications and other documents furnished by the Design/Builder are instruments of service and shall not become the property of the Owner whether or not the Project for which they are made is commenced. Drawings, specifications and other documents furnished by the Design/Builder shall not be used by the Owner on other projects, for additions to this project or for completion to use, liability and compensation. Substitution or distribution of documents to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Design/Builder's or the Architect's common law copyrights or other reserved rights. The Owner shall own neither the documents nor the copyrights.

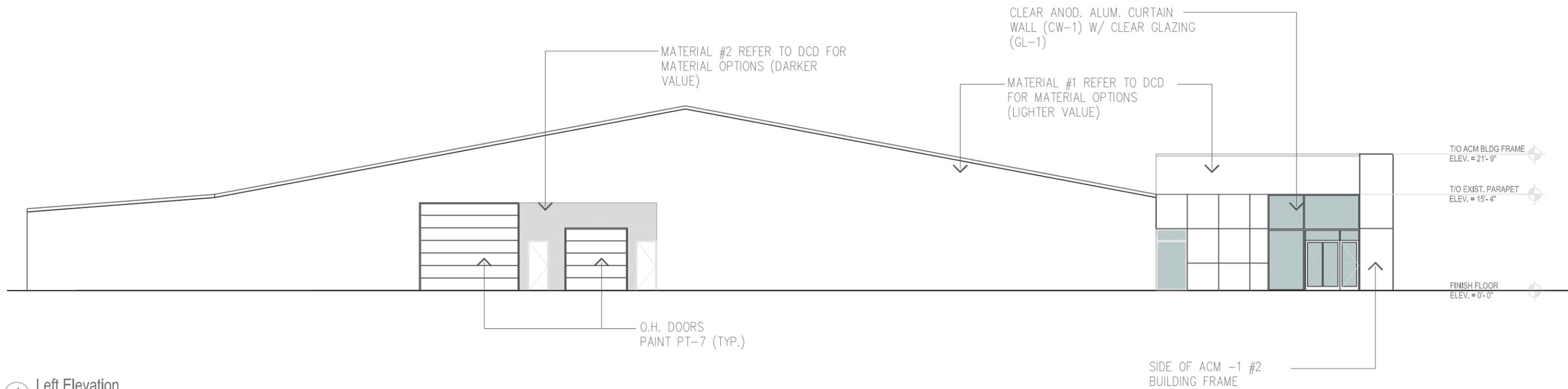
PROJECT NUMBER	19054
DATE	4.27.15
DRAWN BY	Redmond

Site Plan

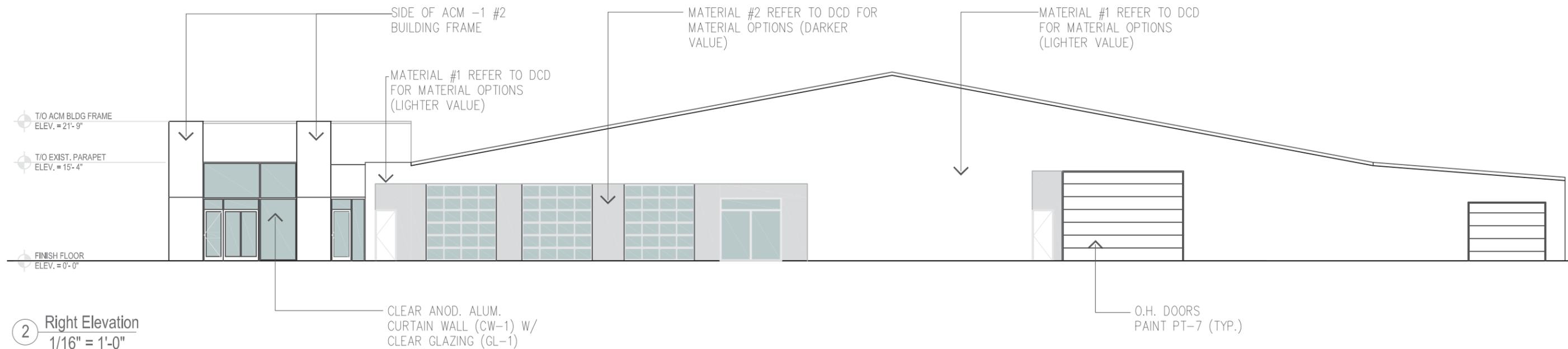
A100

A2 SITE PLAN
1:40

1 2 3 4 5



① Left Elevation
1/16" = 1'-0"



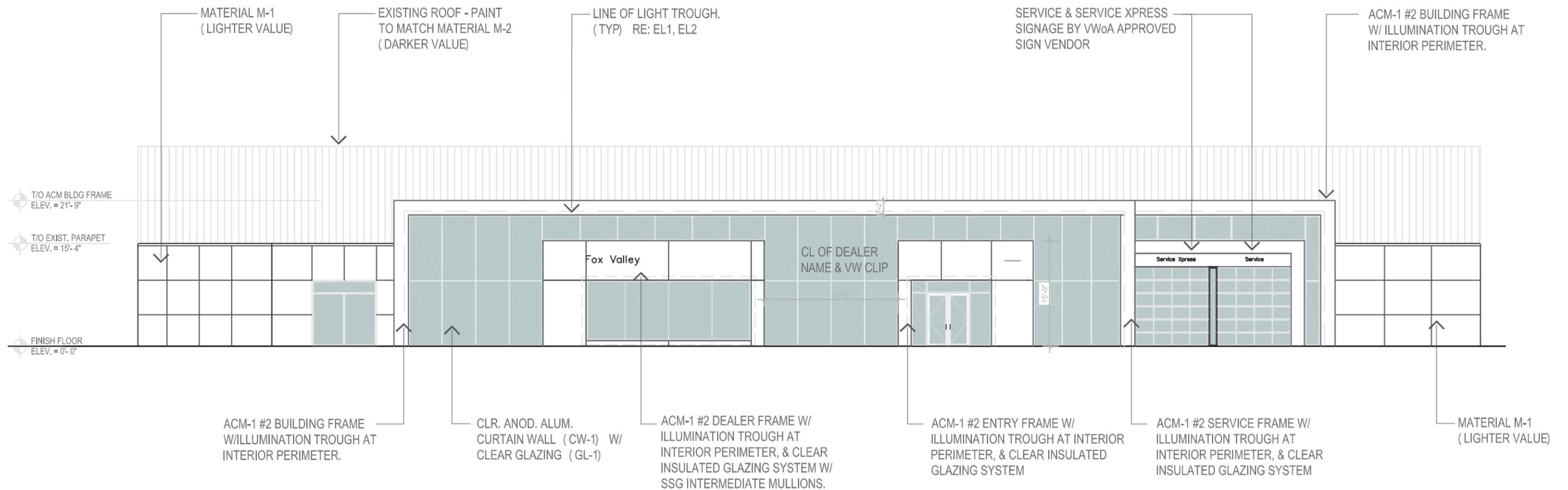
② Right Elevation
1/16" = 1'-0"

Fox Valley Volkswagen

Side Elevations

SHEET NOTES
SEE M2.1-M2.3 FOR MATERIAL SCHEDULE.
ALL ACM-1 JOINTS TBD BY SOBOTEC.





① Front Elevation
1/16" = 1'-0"

Fox Valley Volkswagen

Front Elevation

SHEET NOTES
SEE M2.1-M2.3 FOR MATERIAL SCHEDULE.
ALL ACM-1 JOINTS TBD BY SOBOTEC.

WALL LEGEND	
	EXISTING WALL
	PROPOSED WALL
	FRAMELESS GLASS CURTAIN WALL



1 First Floor Plan
1/16" = 1'-0"

ACM - 1 #2 BUILDING FRAME W/ ILLUMINATION TROUGH AT INTERIOR PERIMETER WORLD AUTO PYLON

ACM-1 #2 DEALER FRAME W/ ILLUMINATION TROUGH AT INTERIOR PERIMETER, & CLEAR INSULATED GLAZING SYSTEM W/ SSG INTERMEDIATE MULLIONS.

CLEAR ANOD. ALUM. CURTAIN WALL (CW-1) W/ CLEAR GLAZING (GL-1)

ACM-1 #2 ENTRY FRAME W/ ILLUMINATION TROUGH AT INTERIOR PERIMETER, & CLEAR INSULATED GLAZING SYSTEM. VW LOGO BOTH SIDES.

PROVIDE FULL TILES ALONG CURTAINWALL SYSTEM.

ACM - 1 #2 SERVICE FRAME W/ ILLUMINATION TROUGH AT INTERIOR PERIMETER

ACM - 1 #2 BUILDING FRAME W/ ILLUMINATION TROUGH AT INTERIOR PERIMETER

SHEET NOTES
SEE SHEETS M2.1 THROUGH M2.4 FOR MATERIAL SCHEDULES.
SEE F1.0-F1.4 FOR FIXTURE SCHEDULES.
ALL VEHICLES IN SHOWROOM TO HAVE FLUSH FLOOR MOUNTED POWER SUPPLY BELOW ENGINE COMPARTMENT.
IT IS RECOMMENDED THAT ELECTRIC VEHICLE CHARGING ACCESS IS PROVIDED IN SERVICE DEPT. EXACT FIXTURE SIZES, POWER REQUIREMENTS AND LOCATIONS TBD BY FURNITURE & FIXTURE SUPPLIERS

SHEET NOTES
PROVIDE ROUND COLUMNS AT FRONT FACADE AS REQ'D IDEALLY ALIGNED ON CENTER WITH WINDOW MULLIONS
BY AOR: FINISHES TBD BY ARCHITECT OF RECORD.
AOR TO VERIFY ACCESSIBILITY AND EGRESS REQUIREMENTS OF 2ND FLOOR

Fox Valley Volkswagen

First Floor Plan

 ST. CHARLES <small>S I N C E 1 8 3 4</small>	AGENDA ITEM EXECUTIVE SUMMARY					
	Title:	Presentation of a Concept Plan for Hillcroft Townhomes				
	Presenter:	Ellen Johnson				
<i>Please check appropriate box:</i>						
	Government Operations		Government Services			
X	Planning & Development (5/11/15)		City Council			
Estimated Cost:		Budgeted:	YES		NO	
If NO, please explain how item will be funded:						
Executive Summary:						
<p>The subject property, 1147 Geneva Rd., is a 1.86 acre parcel developed with one single-family home.</p> <p>The applicant, Hillcroft Estates, LLC, is proposing a Concept Plan to develop townhomes on the property. Details of the proposal are as follows:</p> <ul style="list-style-type: none"> • Rezone the property from RS-3 Suburban Single-Family Residential to RM-1 Mixed Medium Density Residential. • Construct four townhome buildings; two buildings with two units and two buildings with four units, for a total of 12 units. <ul style="list-style-type: none"> ○ The two-unit buildings will front Geneva Rd., with the four-unit buildings behind. ○ Each unit will have a two-car garage. Garages will be rear-loaded for the front buildings and front-loaded for the rear buildings. ○ The front buildings will be 2-stories and the rear buildings will be 3-stories. <p>The Land Use Plan designation for the property is Single-Family Detached Residential. However, the Comprehensive Plan notes that single-family areas must remain flexible and consider context; there may be situations where single-family attached and multi-family uses are appropriate within primarily single-family detached areas.</p> <p>Plan Commission Review:</p> <p>The Plan Commission reviewed the Concept Plan on 5/5/15. Commissioners' comments were as follows:</p> <ul style="list-style-type: none"> • Commissioners expressed support for townhomes as a transition between the single-family neighborhoods to the west and north and Willowgate and The Oaks to the east and south. • Concern for preserving and protecting the tree line along the west property line, both during and post-construction. • Explore the possibility of shifting the buildings closer to Geneva Rd. to provide more space between the buildings and single-family properties to the west, and to minimize the impact on the tree line. • The architecture is attractive and high quality. • The developer should work with the adjacent property owners to address their concerns. 						
Attachments: <i>(please list)</i>						
Staff Memo, Application for Concept Plan						
Recommendation / Suggested Action <i>(briefly explain):</i>						
Provide feedback on the Concept Plan. The staff memo lists a number of questions the Committee may consider when providing feedback.						
<i>For office use only:</i>		Agenda Item Number: 3b				

Community & Economic Development
 Planning Division

Phone: (630) 377-4443

Fax: (630) 377-4062



ST. CHARLES
 SINCE 1834

Staff Report

TO: Chairman Todd Bancroft
 And Members of the Planning and Development Committee

FROM: Ellen Johnson, Planner

CC: Russell Colby, Planning Division Manager

RE: Hillcroft Townhomes Concept Plan

DATE: May 1, 2015

I. APPLICATION INFORMATION:

Project Name: Hillcroft Townhomes, 1147 Geneva Rd. – Concept Plan

Applicant: Hillcroft Estates, LLC

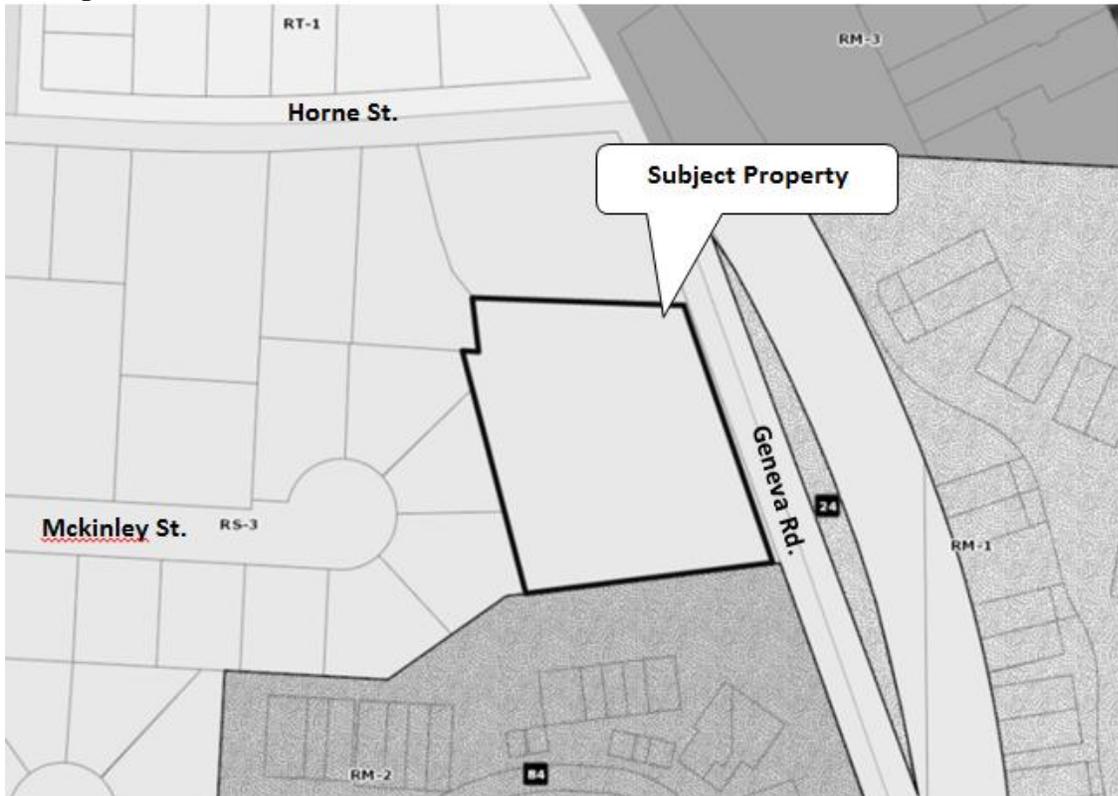
Purpose: To construct four building, twelve unit townhome development

General Information:		
Site Information		
Location	1147 Geneva Rd.	
Acres	80,947 sq. ft. (1.86 acres)	
Applications:	Concept Plan	
Applicable City Code Sections	Title 17, Chapter 17.12 - Residential Districts	
Existing Conditions		
Land Use	Single-family residential	
Zoning	RS-3 Suburban Single-Family Residential District	
Zoning Summary		
North	RS-3 Suburban Single-Family Res.	Single-family home
East	RM-1 Mixed Medium Density Res. (PUD)	Townhome development (Willowgate)
South	RM-2 Medium Density Multi-Family Res.	Townhome development (The Oaks)
West	RS-3 Suburban Single-Family Res.	Single-family homes
Comprehensive Plan Designation		
Single Family Detached Residential		

Aerial Photo



Zoning



II. OVERVIEW

Property History

The subject property is a 1.86 acre parcel that is developed with a single-family home. The home was constructed in 1910 and is 2,600 sq. ft.

Proposal

Hillcroft Estates, LLC, applicant, is proposing a townhome development on the property. The existing home would be demolished to accommodate the development. Details of the proposal are as follows:

- Rezone the property from RS-3 Suburban Single-Family Residential to RM-1 Mixed Medium Density Residential.
- Construct four townhome buildings; two buildings with two units and two buildings with four units, for a total of 12 units.
 - The two-unit buildings (Buildings #1 and #2) will front Geneva Rd., with the four-unit buildings (Buildings #3 & #4) behind.
 - Each unit will have a two-car garage. Garages will be rear-loaded for Buildings #1 and #2 and front-loaded for Buildings #3 and #4.
 - Each unit will have three bedrooms.
 - Buildings #1 and #2 will be 2-stories and Building #3 and #4 will be 3-stories.
- The site will be accessed from Geneva Rd. via a private, gated drive through the middle of the site.

Review Process

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

III. STAFF ANALYSIS

A. COMPREHENSIVE PLAN

The Land Use Plan adopted as part of the 2013 Comprehensive Plan identifies the site as “Single-Family Detached Residential.” The Plan states:

“An important objective of the Plan is to continue to protect and enhance the City’s single-family residential neighborhoods. Future development should be respectful and sensitive to the existing homes while allowing reinvestment in the form of rehabilitation, additions, and new construction in existing neighborhoods. Wherever possible, single-family neighborhoods should be buffered and protected from adjacent incompatible uses...”

Single-family residential areas should consist primarily of detached homes on lots subdivided and platted in an organized and planned manner. There are however, existing townhomes and/or duplexes scattered among the areas which are designated in the Plan as single-family detached residential. Within the single-family areas, it is the overall

*single-family character that serves as the rationale for the Plan’s designation. **Single-family residential areas must remain flexible and consider context. There may be situations where single-family attached and multi-family uses are considered appropriate within predominately single-family detached areas.** For example, street frontage, lot depth, and the presence of neighboring non-residential uses should be considered on a case-by-case basis for other types of compatible residential development.*

The Residential Areas Framework Plan provides Land Use Policies on p. 43. A number of the policies would be applicable to this project, including:

- ***Preserve the character of the City’s existing single family residential neighborhoods:*** *The City’s residential areas are composed of a number of unique and distinct neighborhoods. While they may differ in configuration, unit type, and lot size, these neighborhoods are well established and have their own character. Development and reinvestment within these neighborhoods should be context sensitive, and compatible with the established neighborhood character and fabric. Regardless of the location or housing type, residential development or redevelopment should be carefully regulated to ensure compatibility with the scale and character of surrounding and adjacent residential neighborhoods. New infill development, teardown redevelopment, and alterations to existing development should maintain a setback, height, bulk, and orientation similar to its surroundings.*

Other relevant Comprehensive Plan recommendation (p. 122):

- ***Development Character and Urban Design:*** *New neighborhood development or local infill should respect the surrounding context in the design of street networks, infrastructure, housing stock, and other built elements. Infill development should strive to reflect the context in terms of site design, massing and scale, and architectural design...*

B. ZONING REVIEW

The proposed land use would fall within two residential use categories:

1. *Townhouse Dwelling*, which is defined as “a building with three (3) or more dwelling units arranged side-by-side, sharing common fire-resistive walls without openings, where each dwelling unit occupies an exclusive vertical space with no other dwelling unit above or below, and where each dwelling unit has at least one individual exist directly to the outdoors.”
2. *Two-Family Dwelling* is defined as “A building containing two (2) dwelling units attached either vertically or horizontally.”

The existing RS-3 zoning designation allows only for single-family homes; townhomes and two-family homes are not permitted. In order to accommodate the proposal, the property would need to be rezoned to a zoning district that permits townhomes and two-family homes.

The applicant is proposing the property be rezoned to the RM-1 Mixed Medium-Density Residential District. This district permits single-family homes, two-family homes, and townhomes. It is the most restrictive mixed and multi-family zoning district in terms of density.

The Willowgate townhome development to the east of the subject property is also zoned RM-1. The Oaks townhome development directly south is zoned RM-2.

The table below compares the RS-3 and RM-1 District zoning requirements with the Concept Plan. Deviations from the RM-1 District that would be required to accommodate the development as proposed are denoted in ***bold italics***.

	RS-3 District (existing zoning)	RM-1 (proposed zoning)	Concept Plan
Min. Lot Area	8,400 sf per unit	5,445 sf per unit (for townhomes)	6,746 sf per unit
Min. Lot Width	60 ft.	24 ft. per unit	<i>22.3 ft. per unit</i>
Density in units per acre	5.2 du/acre	8 du/acre	6.46 du/acre
Max. Building Coverage	30%	30%	Approx. 27.9%
Max. Building Height	35 ft. or 2 stories, whichever is less	35 ft. or 3 stories, whichever is less	<i>Bldg. #1 and #2 = 38 ft. (2 stories) Bldg. #3 and #4 = 41.6 ft. (3 stories)*</i>
Min. Front Yard	30 ft.	30 ft.	40.8 ft.
Min. Side Yard	Combined width of 16 ft., neither less than 6 ft.	10 ft.	14.26 ft.
Min. Rear Yard	40 ft.	25 ft.	<i>24 ft.</i>
Off-Street Parking	2 per unit	2 per unit	2 per unit

** The building heights provided in the table and on the plans are the actual height of the buildings. However, the Zoning Ordinance requires building height be measured from grade at the midpoint of the front setback. The building height when measured using this method will be significantly greater than stated in the table, due to the site's topography.*

- As proposed, the development does not conform to the lot width, building height, or rear yard requirements in the RM-1 District. Deviations from these requirements could be granted through a Planned Unit Development (PUD).

3 SITE LAYOUT

- The access point off of Geneva Rd. will be moved to the north and will run between buildings #1 and #2. Because Geneva Rd. (Rt. 31) is a state highway, an IDOT permit will be needed for any work done in the right-of-way.
- Parking will be located at the center of the site, between the two sets of buildings. Garages will be rear-loaded for Buildings #1 and #2 will front-loaded for Buildings #3 and #4.
- A landscape plan will be required as part of the PUD Preliminary Plan. A landscape buffer will be required along property lines adjoining the RS-3 zoning district (north and west property lines). The site plan indicates that the existing tree line along the west

property line will be maintained. Additional landscaping to meet the buffer requirements provided in **Section 17.26.070 Landscape Buffers** will be required. These requirements include opaque, year-round screening to a height of six (6) ft. by means of berming, landscaping, fencing, and/or decorative walls (along the north and west property lines).

- The parking stall length shown for the northern unit of Building #1 is shown as 16.5 ft. **Section 17.24.070.B Design of Off-Street Parking Facilities** requires 18 ft.
- A gate is proposed at the entrance drive. The gate would need to default to open in the event of a power outage. The gate would also need to gain approval of the Fire Chief and the Police and Fire departments would need the access code. The gate may also be a concern for Public Works to access public utilities located between the buildings and for monthly electric and water meter reading.

4 BUILDING DESIGN

Two sets of architectural elevations have been submitted: one for Buildings #1 and #2 and one for Buildings #3 and #4. Development in the RM-1 District is subject to Design Review and the requirements of **Section 17.060.050 Standards and Guidelines- RM-1, RM-2, and RM-3 Districts**. The architectural elevations appear to meet the requirements of this section.

5 ENGINEERING REVIEW

The applicant has been provided with a detailed engineering review memo. The comments raised in the memo will need to be addressed if the project moves forward. However, the City's development engineer summarized in the memo that, "there are no major infrastructure/land use issues or concerns identified based on the level of detail depicted with the concept submittal."

6 INCLUSIONARY HOUSING

Based on the most recent Affordable Housing Update, the requirement to provide affordable units is set a zero. Therefore, no additional units or fees are currently required for the development. However, the City is in the process of reviewing the Affordable Housing Update and potential revisions to the Inclusionary Housing Ordinance which could potentially result in the requirement being reactivated.

7 SCHOOL AND PARK FEE-IN-LIEU CONTRIBUTIONS

School and Park Land-Cash worksheets have been completed and submitted. A copy of the Concept Plan has been forwarded to the school and park districts for any comments. If the project moves forward, the worksheets will be revised to reflect a credit for the existing single-family home.

IV. APPROVAL PROCESS

The applicant would need to gain approval of the following in order to permit the development as proposed in the Concept Plan:

1. Map Amendment: To rezone the property from RS-3 to RM-1.
2. Special Use for PUD: To establish a PUD ordinance with unique zoning standards to accommodate the proposal.

3. PUD Preliminary Plan: To approve the physical development of the property, including site plan, elevations, landscape plan, and engineering plans.
4. Preliminary & Final Plat of Subdivision: To approve division of the property and the plat that will be recorded with the County.

V. RECOMMENDATION

Review the Concept Plan and provide comments to the developer. Staff is recommending the Committee provide feedback on the following:

- ✓ The change in land use from single-family to townhomes.
- ✓ The proposed number of units.
- ✓ The building architecture.
- ✓ The site layout.

VI. ATTACHMENTS

- Application for Concept Plan; received 4/3/15 (includes site plan, preliminary engineering plan, and architectural elevations)

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

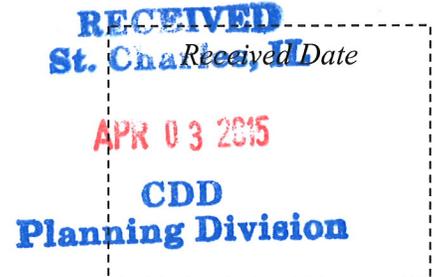


COMMUNITY & ECONOMIC DEV./PLANNING DIVISION

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

CONCEPT PLAN APPLICATION

CITYVIEW	
Project Name:	<u>Hillcroft - 1147 Geneva Rd.</u>
Project Number:	<u>2015-PR-007</u>
Application Number:	<u>2015-AP-012</u>



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

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

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

1. Property Information:	Location:	1147 Geneva Road St. Charles, Illinois 60174	
	Parcel Number (s):	09-34-404-013	
	Proposed Project Name:	Hillcroft	
2. Applicant Information:	Name	Hillcroft Estates, LLC	Phone 630.584.7106
	Address	36W442 Hunters' Gate Road St. Charles, Illinois 60175	Fax 630.584.7393
			Email maurice@avondalecustomhomes.com
3. Record Owner Information:	Name	Maurice McNally	Phone 630.584.7106
	Address	36W442 Hunters' Gate Road St. Charles, Illinois 60175	Fax 630.584.7393
			Email maurice@avondalecustomhomes.com

Please check the type of application:

- PUD Concept Plan:** Proposed Name: Hillcroft
- Subdivision Concept Plan** Proposed Name: _____
- Other Concept Plan** _____

Zoning and Use Information:

Current zoning of the property: RS-3 Suburban Family PUD

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

Current use of the property: Owner Occupied

Proposed zoning of the property: Mixed Medium Density Residential District PUD? Yes

Proposed use of the property: Dwelling, Townhouse / Single Family

Comprehensive Plan Designation: 1147 Geneva Road, St. Charles, Illinois 60174

Attachment Checklist

REIMBURSEMENT OF FEES AGREEMENT:

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

REIMBURSEMENT OF FEES INITIAL DEPOSIT:

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

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

PROOF OF OWNERSHIP and DISCLOSURE:

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

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

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

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

- ☒ **LEGAL DESCRIPTION:** For entire subject property, on 8 ½ x 11 inch paper
- ☒ **PLAT OF SURVEY:**
A current plat of survey for the Subject Realty showing all existing improvements on the property, prepared by a registered Illinois Professional Land Surveyor.
- ☒ **AERIAL PHOTOGRAPH:**
Aerial photograph of the site and surrounding property at a scale of not less than 1"=400', preferably at the same scale as the concept plan.
- ☒ **PLANS:**
All required plans shall be drawn on sheets no larger than 24" x 36", unless the Director of Community Development permits a larger size when necessary to show a more comprehensive view of the project. All required plans shall show north arrow and scale, and shall be drawn at the same scale (except that a different scale may be used to show details or specific features). All plans shall include the name of the project, developer or owner of site, person or firm preparing the plan, and the date of plan preparation and all revisions. A pdf document file or files of all plans shall be required with each submittal. The number of paper plans required shall be as determined by the Director of Community Development, based upon the number of copies needed for review.

Copies of Plans:

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

Concept Plans shall show:

1. Existing Features:
 - Name of project, north arrow, scale, date
 - Boundaries of property with approximate dimensions and acreage
 - Existing streets on and adjacent to the tract
 - Natural features including topography, high and low points, wooded areas, wetlands, other vegetative cover, streams, and drainage ways.
 - General utility locations or brief explanation providing information on existing sanitary sewer, storm sewer, water, and other utilities necessary to service the development.
2. Proposed Features:
 - Name of project, north arrow, scale, date
 - Boundaries of property with approximate dimensions and acreage
 - Site plan showing proposed buildings, pedestrian and vehicular circulation, proposed overall land use pattern, open space, parking, and other major features.
 - Architectural elevations showing building design, color and materials (if available)
 - General utility locations or brief explanation providing information on existing sanitary sewer, storm sewer, water, and other utilities necessary to service the development

RESIDENTIAL ZONING COMPLIANCE TABLE

Name of Development: Hillcroft Estates, LLC

	Zoning District Requirement	Existing PUD Requirement (if applicable)	Proposed
	District:	Ordinance #:	
Minimum Lot Area	8,400 sf.	N/A	5,445 sf/du
Minimum Lot Width	60 feet	N/A	24 ft.
Maximum Building Coverage	30%	N/A	30%
Maximum Building Height	35ft. or 2 stories, whichever is less.	N/A	35ft. or 2 stories, whichever is less.
Minimum Front Yard	30%	N/A	30 ft. 20ft. when adjoining a local street.
Interior Side Yard	Combined width of 16ft. neither less than 6ft.	N/A	10 ft. each side
Exterior Side Yard	25ft.	N/A	Abutting an arterial or collector street: 30ft. Abutting all other streets: 20ft.
Minimum Rear Yard	40ft.	N/A	25 ft. 5 ft. for garages accessed from an alley
% Overall Landscape Area	N/A	N/A	TBD
Building Foundation Landscaping	N/A	N/A	TBD
% Interior Parking Lot Landscape	N/A	N/A	TBD
Landscape Buffer Yards ¹	N/A	N/A	not required
# of Parking spaces	N/A	N/A	2 per unit

¹ 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, or RT District. See Chapter 17.26 for planting and screening requirements for Landscape Buffers. See Chapter 17.26 for planting and screening requirements for Landscape Buffers. Landscape Buffer Yards may include or overlap with other required yards.

SUMMARY OF DEVELOPMENT:

- Dwelling, townhouse / single family on 1.857 acres
- 12 townhouse units, 3 bedrooms each, private 2 car garage, private driveway with gated entrance.
- Building area (4) = 22,580 sq. ft.
- Building height = Building #1 & #2 is 38ft. high with 2 story & Building #3 & #4 is 41.6 ft. high with 3 story.
- 6.46 dwelling units per acre.
- Hillcroft is consistent with local pending and existing developments in the area. It will establish a trending ratio among dwelling and land towards a higher density with multifamily uses. Proposing 6.46 dwelling units per acre. The topography of townhouse developments would be better than single family homes in this case to confine the grading resolution. The proposed project demonstrates compliance and will exceed design guidelines.
- Build out time estimates 2 years, depending on marketability.

PARK LAND/CASH WORKSHEET

City of St. Charles, Illinois

Name of Development	<u>Hillcroft</u>
Date Submitted:	<u>04/03/15</u>
Prepared by:	<u>Avondale Custom Homes</u>



Type of Dwelling	# Dwelling Units (DU)	Population Generation per Unit	Estimated Population
Detached Single Family			
➤ 3 Bedroom		DU x 2,899	=
➤ 4 Bedroom		DU x 3,764	=
➤ 5 Bedroom		DU x 3,770	=
Attached Single Family			
➤ 1 Bedroom		DU x 1,193	=
➤ 2 Bedroom		DU x 1,990	=
➤ 3 Bedroom	12	DU x 2,392	= 28,704
➤ 4 Bedroom		DU x 3,145	=
Apartments			
➤ Efficiency		DU x 1,294	=
➤ 1 Bedroom		DU x 1,758	=
➤ 2 Bedroom		DU x 1,914	=
➤ 3 Bedroom		DU x 3,053	=

Totals 12 Total Dwelling Units 28,704 Estimated Total Population

Park Site Requirements

Estimated Total Population 28,704 x .010 Acres per capita = 0,287 Acres

Cash in lieu of requirements -

Total Site Acres 0.287 x \$240,500 (Fair Market Value per Improved Land) = \$ 69,023.50

SCHOOL LAND/CASH WORKSHEET

City of St. Charles, Illinois

Name of Development	<u>Hillcroft</u>
Date Submitted:	<u>04/03/15</u>
Prepared by:	<u>Avondale Custom Homes</u>



Estimated Student Yield by Grades

Type of Dwelling	# of dwelling Units (DU)	Elementary (Grades K to 5)	Middle (Grades 6 to 8)	High (Grades 9 to 12)
Detached Single Family				
> 3 Bedroom		DU x .369 =	DU x .173 =	DU x .184 =
> 4 Bedroom		DU x .530 =	DU x .298 =	DU x .360 =
> 5 Bedroom		DU x .345 =	DU x .248 =	DU x .300 =
Attached Single Family				
> 1 Bedroom		DU x .000 =	DU x .000 =	DU x .000 =
> 2 Bedroom		DU x .088 =	DU x .048 =	DU x .038 =
> 3 Bedroom	12	DU x .234 = 2.808	DU x .058 = 0.696	DU x .059 = 0.708
> 4 Bedroom		DU x .322 =	DU x .154 =	DU x .173 =
Apartments				
> Efficiency		DU x .000 =	DU x .000 =	DU x .000 =
> 1 Bedroom		DU x .002 =	DU x .001 =	DU x .001 =
> 2 Bedroom		DU x .086 =	DU x .042 =	DU x .046 =
> 3 Bedroom		DU x .234 =	DU x .123 =	DU x .118 =
Totals	<u>12</u> TDU	<u>2.808</u> TE	<u>0.696</u> TM	<u>0.708</u> TH

School Site Requirements

Type	# of students	Acres per student	Site Acres
Elementary (TE)	2.808	x .025	= 0.070
Middle (TM)	0.696	x .0389	= 0.027
High (TH)	0.708	x .072	= 0.051
Total Site Acres			<u>0.148</u>

Cash in lieu of requirements -

0.148 (Total Site Acres) x \$240,500 (Fair Market Value per Improved Land) = \$ 35,594.00

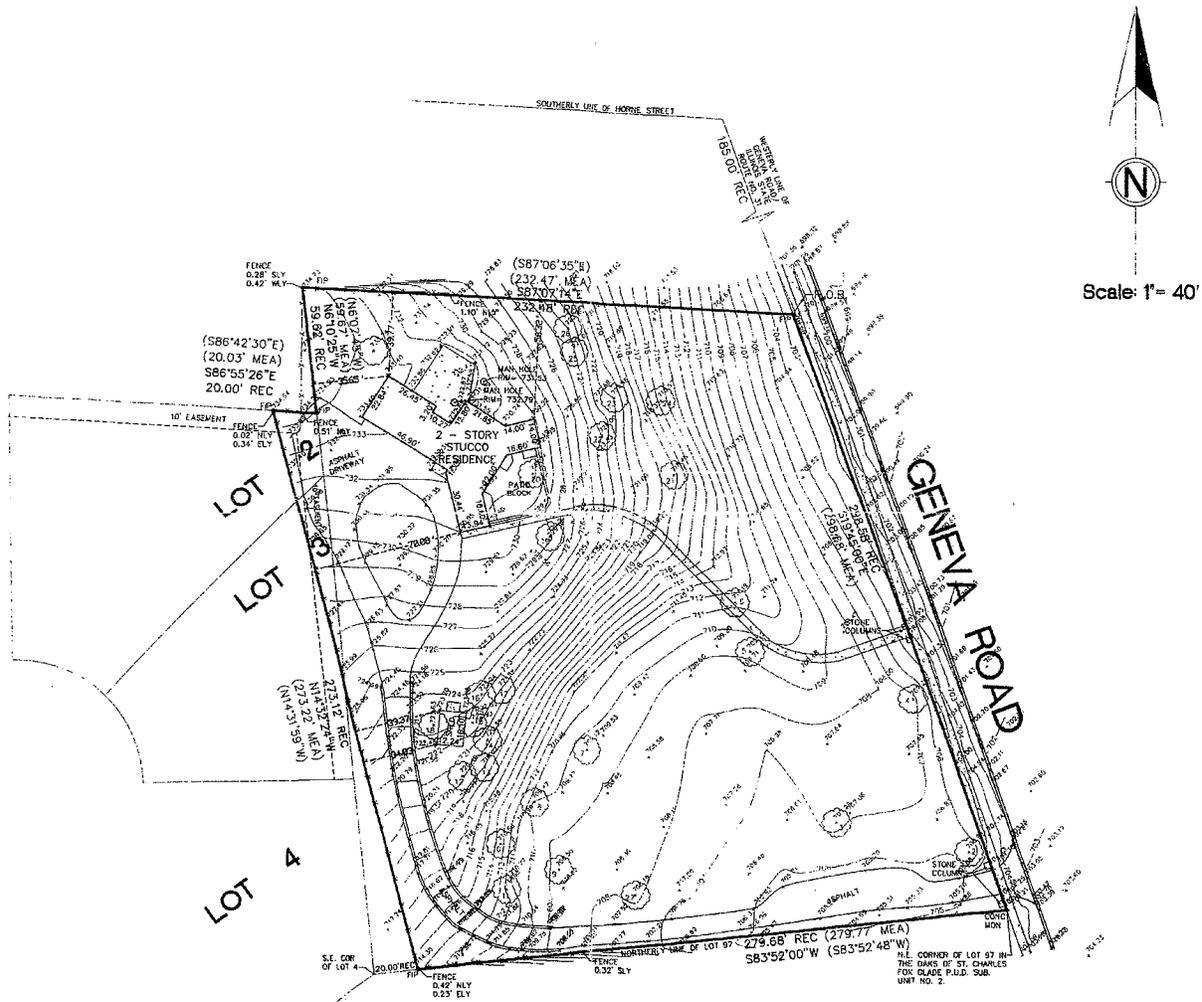
PLAT OF SURVEY

DALE FLOYD LAND SURVEYING

2600 Keslinger Road, Suite 15
Geneva, Illinois 60134

Phone: (630) 232-7705 Fax: (630) 232-7725

THAT PART OF LOTS 2 AND 3 IN BLOCK 1, FOX GLADE P.U.D. SUBDIVISION, UNIT NO. 1, ST. CHARLES, KANE COUNTY, ILLINOIS, AND PART OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY LINE OF GENEVA ROAD (ILLINOIS STATE ROUTE NO. 31) THAT IS 185 FEET SOUTHERLY OF THE SOUTHERLY LINE OF HORNE STREET, AS SHOWN ON THE PLAT OF RIVERVIEW ADDITION (MEASURED ALONG SAID WESTERLY LINE); THENCE SOUTH 19 DEGREES, 45 MINUTES, 0 SECONDS EAST ALONG SAID WESTERLY LINE 298.58 FEET TO A NORTHEAST CORNER OF LOT 97 IN THE OAKS OF ST. CHARLES, FOX GLADE P.U.D. SUBDIVISION, UNIT NO. 2, ST. CHARLES, KANE COUNTY, ILLINOIS; THENCE SOUTH 83 DEGREES, 52 MINUTES, 0 SECONDS WEST ALONG A NORTHERLY LINE OF SAID LOT 97, 279.68 FEET TO A POINT THAT IS 20.0 FEET NORTH 83 DEGREES, 52 MINUTES, 0 SECONDS EAST OF THE SOUTHEAST CORNER OF LOT 4 IN BLOCK 1 IN FOX GLADE P.U.D. SUBDIVISION, UNIT NO. 1; THENCE NORTH 14 DEGREES, 32 MINUTES, 24 SECONDS WEST 273.12 FEET TO A POINT ON THE NORTH LINE OF LOT 2 IN SAID BLOCK 1 THAT IS 20.0 FEET NORTH 86 DEGREES, 55 MINUTES, 26 SECONDS WEST OF THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 86 DEGREES, 55 MINUTES, 26 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, 20.0 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE NORTH 6 DEGREES, 10 MINUTES, 25 SECONDS WEST ALONG THE EASTERLY LINE EXTENDED NORTHERLY OF SAID BLOCK 1, 59.62 FEET TO A LINE DRAWN NORTH 87 DEGREES, 07 MINUTES, 14 SECONDS WEST PARALLEL WITH THE SOUTHERLY LINE OF SAID HORNE STREET FROM THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES, 07 MINUTES, 14 SECONDS EAST PARALLEL WITH SAID SOUTHERLY LINE 232.48 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
COMMONLY KNOWN AS: 1147 GENEVA ROAD, ST. CHARLES, ILLINOIS.



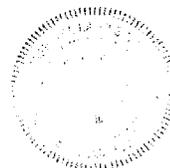
UPDATE: 9-17-2003 ADDED TOPOGRAPHY

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

Compare all points before building by same and at once report any difference

Structure located 8-9-2003

Illinois Professional Land Surveyor No. 035-002876
Job No. 000603-1



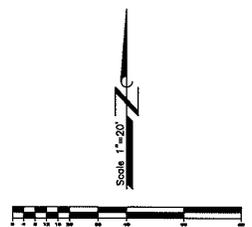
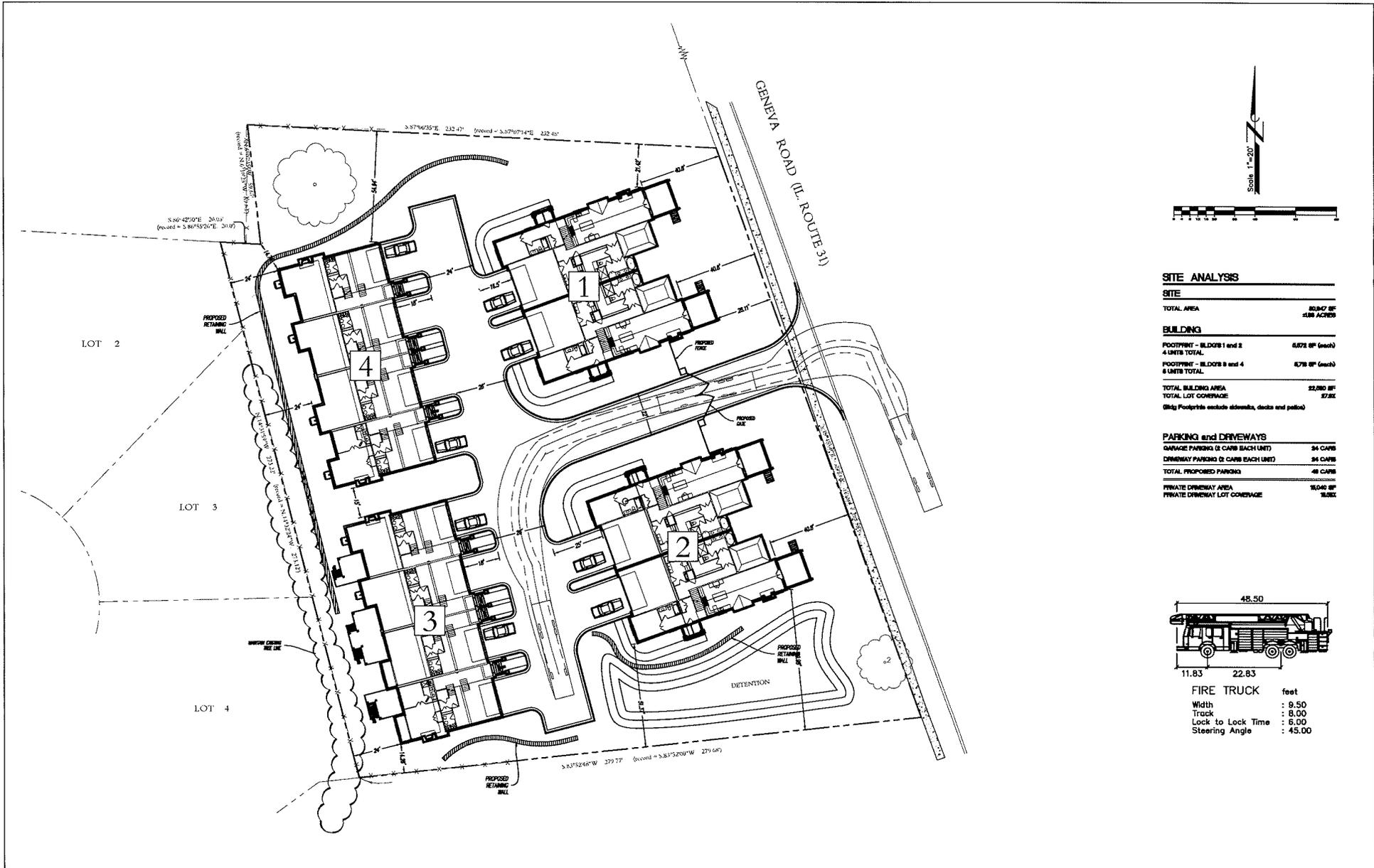
State of Illinois SS.
County of Kane

I, DALE A. FLOYD, Do hereby certify that the above described property has been surveyed under my supervision, in the manner represented on the plat hereon drawn. Dimensions are shown in feet and decimal parts thereof.

Geneva, Illinois 9-23 A.D. 2003

Illinois Professional Land Surveyor No. 035-002876

License expiration date 11-30-2004

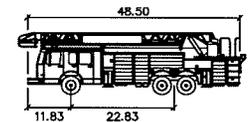


SITE ANALYSIS

SITE	
TOTAL AREA	80,807 SF 1.85 ACRES
BUILDING	
FOOTPRINT - BUILDINGS 1 and 2 4 UNITS TOTAL	6,572 SF (each)
FOOTPRINT - BUILDINGS 3 and 4 4 UNITS TOTAL	6,716 SF (each)
TOTAL BUILDING AREA	22,596 SF
TOTAL LOT COVERAGE	27.9%

(Slab Footprints exclude sidewalks, decks and patios)

PARKING and DRIVEWAYS	
GARAGE PARKING (2 CARS EACH UNIT)	34 CARS
DRIVEWAY PARKING (2 CARS EACH UNIT)	34 CARS
TOTAL PROPOSED PARKING	48 CARS
PRIVATE DRIVEWAY AREA	16,040 SF
PRIVATE DRIVEWAY LOT COVERAGE	20.0%



FIRE TRUCK feet

Width	: 9.50
Track	: 8.00
Lock to Lock Time	: 6.00
Steering Angle	: 45.00

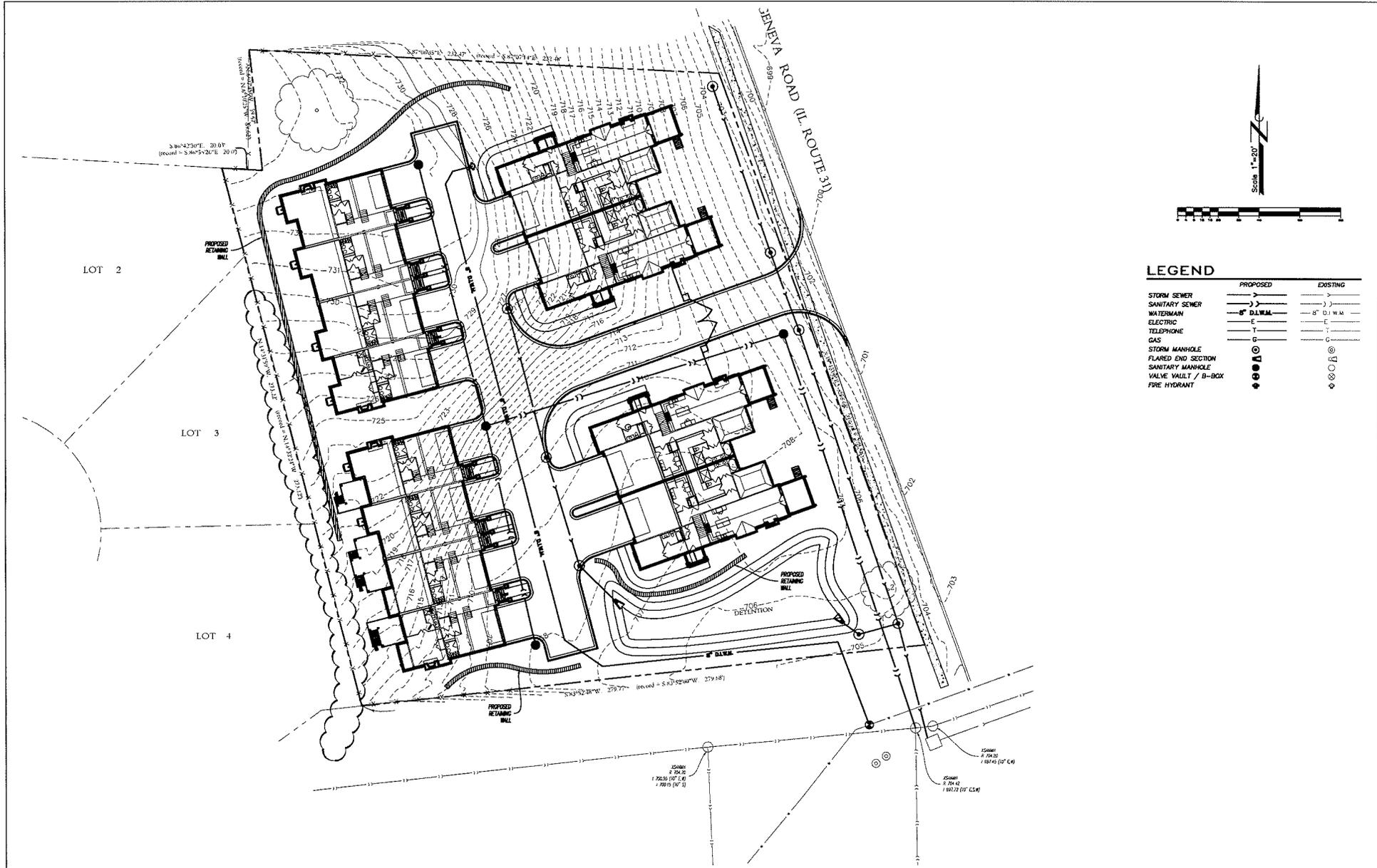
REVISIONS		
NO.	DATE	DESCRIPTION

**PRELIMINARY
SITE PLAN**

**HILLCROFT
ROUTE 31
ST. CHARLES, ILLINOIS**

	DATE: 4/03/15	S1 SHEET NO.
	FILE: 14-047 BASE	
	CDR NO: 14-047	

HILLCROFT ST. CHARLES, ILLINOIS



LEGEND

	PROPOSED	EXISTING
STORM SEWER	—S—	—S—
SANITARY SEWER	—SS—	—SS—
WATERMAIN	—W—	—W—
ELECTRIC	—E—	—E—
TELEPHONE	—T—	—T—
GAS	—G—	—G—
STORM MANHOLE	⊕	⊕
FLARED END SECTION	⊕	⊕
SANITARY MANHOLE	⊕	⊕
VALVE VAULT / B-BOX	⊕	⊕
FIRE HYDRANT	⊕	⊕

REVISIONS

NO.	DATE	DESCRIPTION

**CONCEPT
ENGINEERING PLAN**

**HILLCROFT
ROUTE 31
ST. CHARLES, ILLINOIS**

	DATE	6/22/15	<p align="center">S2</p>
	FILE	14-047 BASE	
	JOB NO.	14-047	

ST. CHARLES, ILLINOIS
HILLCROFT

SEE WEST & SOUTH ELEVATIONS
FOR MORE MATERIAL NOTES

ESPRESSO TRIM
W/ STUCCO

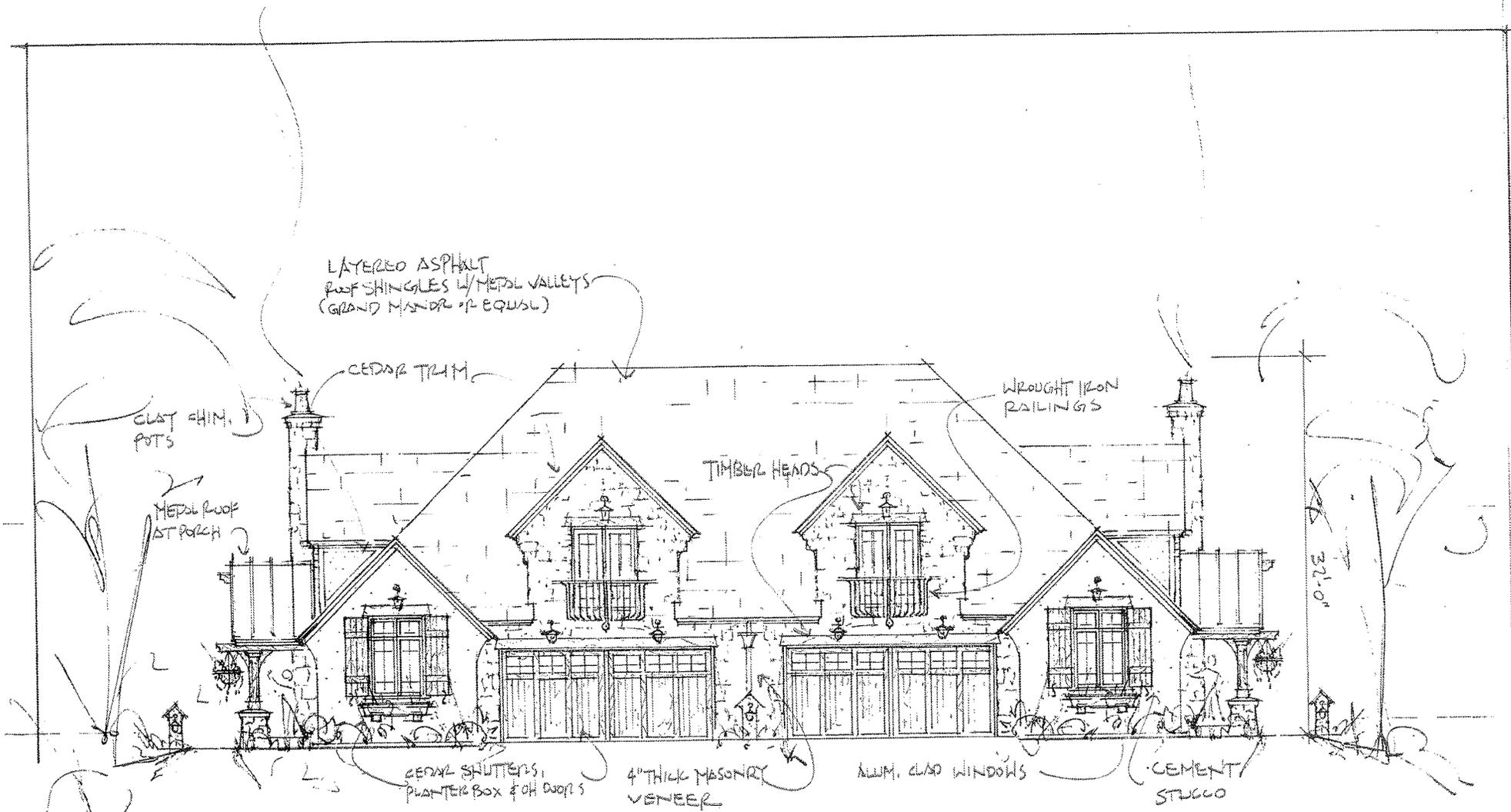
38.10"



PRELIMINARY EAST ELEVATION • BUILDING 1 & 2 4-2-15
HILLCROFT TOWNHOMES • ST. CHARLES, IL.
BYRONDALE CUSTOM HOMES • MARSHALL ARCHITECTS



PRELIMINARY SOUTH ELEVATION • BUILDINGS 1 & 2 (NORTH SIDES SIM. BUT OPP.) & 2-15.
 HILLCROFT TOWNHOMES • ST. CHARLES, IL.
 AVONDALE CUSTOM HOME • MARSHALL ARCHITECTS



PRELIMINARY WEST ELEVATION • BUILDINGS 1 & 2 4.2.15

HILL CROFT TOWNHOMES • ST. CHARLES, IL.
AVONDALE CUSTOM HOMES • MARSHALL ARCHITECTS



PRELIMINARY EAST ELEVATION • BUILDINGS 3 & 4 4-2-15

HILLCROFT TOWNHOMES • ST. CHARLES, IL.
 AVONDALE CUSTOM HOMES • MARSHALL ARCHITECTS

SEE EAST & SOUTH ELEVATIONS
FOR OTHER MATERIAL NOTES



PRELIMINARY WEST ELEVATION • BUILDING 3 4.2.15 (BLDG 4 IS SIMILAR)

HILLCROFT TOWNHOUSES • ST. CHARLES, IL.

AVONDALE CUSTOM HOMES • MARSHALL ARCHITECTS



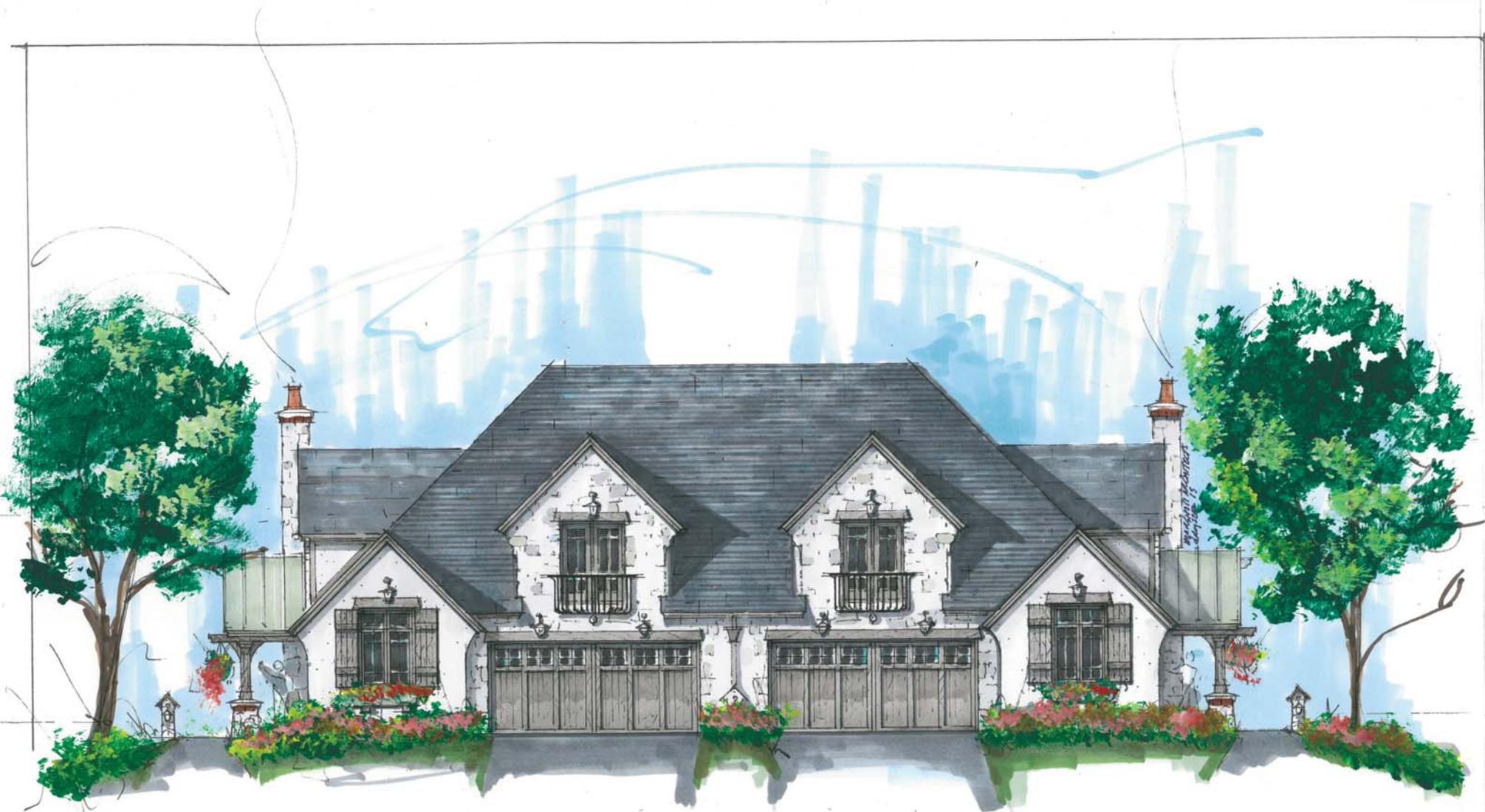
PRELIMINARY EAST ELEVATION · BUILDING 1 & 2 4-2-15
HILLCROFT TOWNHOMES · ST. CHARLES, IL.
AMONDALE CUSTOM HOMES · MARSHALL ARCHITECTS



PRELIMINARY SOUTH ELEVATION • BUILDINGS 1 & 2 (NORTH SIDES SIM. BUT OPP.) 4-2-15

HILLCROFT TOWNHOMES • ST. CHARLES, IL,
AVONDALE CUSTOM HOME • MARSHALL ARCHITECTS

Handwritten signature or initials in the bottom left corner.



PRELIMINARY WEST ELEVATION · BUILDINGS 1 & 2 4 · 2 · 15
HILLCROFT TOWNHOMES · ST. CHARLES, IL.
AVONDALE CUSTOM HOMES · MARSHALL ARCHITECTS



PRELIMINARY EAST ELEVATION · BUILDINGS 3 & 4

4.2.15

HILLCROFT TOWNHOMES · ST. CHARLES, IL.

AVONDSLE CUSTOM HOMES · MARSHALL ARCHITECTS



PRELIMINARY SOUTH ELEVATION • BUILDING 3 4.2.15
HILLCROFT TOWN HOMES • ST. CHARLES, IL.
AVONDALE CUSTOM HOMES • MARSHALL ARCHITECTS



PRELIMINARY WEST ELEVATION, BUILDING 3 4.2.15
HILLCROFT TOWNHOUSES, ST. CHARLES, IL.
AVONDALE CUSTOM HOMES, MARSHALL ARCHITECTS



PRELIMINARY NORTH ELEVATION · BUILDING 4 · 4.2.15

HILLCROFT TOWN HOMES · ST. CHARLES, IL

AVONDALE CUSTOM HOMES · MARSHALL ARCHITECTS



PRELIMINARY WEST ELEVATION · BUILDING 4 4.2.15
HILLCROFT TOWNHOUSES · ST. CHARLES, IL.
AVONDALE CUSTOM HOMES · MARSHALL ARCHITECTS



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to approve an Amendment to the Special Use for a Place of Worship for 1710 S. 7 th Ave. to include 1202 Pomeroy Ct. – Salvation Army
Presenter:	Ellen Johnson

Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development – (5/11/15)		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:

The subject property, 1202 Pomeroy Ct., is adjacent to the north of the Salvation Army Tri-City Corps facility at 1710 S. 7th Ave. A single-family home is located on the subject property.

A Special Use for a Place of Worship was approved for 1710 S. 7th Ave. in 1962 by Ordinance No. 1962-34. The Salvation Army purchased the property in 1992 and constructed a new facility at the same location in 2002.

The applicant, The Salvation Army Tri-City Corps, is seeking approval of an amendment to the Special Use for a Place of Worship to include 1202 Pomeroy Ct. in order to allow expansion of Salvation Army’s parking lot.

Details of the proposal are as follows:

- Demolish the existing single-family home at 1202 Pomeroy Ct.
- Construct a parking lot with 20 parking stalls on the property.
- Utilize the existing access point off of S. 7th Ave. to access both the existing and new portions of the parking lot.
- Add required street frontage landscaping along S. 7th Ave. and Pomeroy Ct. and extend the existing 6 ft. screen fence along the east property line to provide screening.

Plan Commission Recommendation

The Plan Commission held a public hearing on the Special Use Amendment on 5/5/15. The Plan Commission recommended approval by a vote of 6 to 1, with the following conditions:

1. No access to the property shall be provided from Pomeroy Court.
2. Lighting fixtures shall not exceed 15 ft. in height.
3. The applicant shall work with City staff to make an effort to screen the property and maintain the residential character of the neighborhood.
4. The parking shall be shifted to the west to allow for additional landscaping on the east side of the property, along the fence.

The applicant has revised the plans in response to conditions #3 and #4, and has expressed agreement to conditions #1 and #2.

Attachments: *(please list)*

Plan Commission Resolution, Staff Report, Application for Special Use

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve an Amendment to the Special Use for a Place of Worship for 1710 S. 7th Ave. to include 1202 Pomeroy Ct. – Salvation Army, with the conditions as recommended by the Plan Commission.

<i>For office use only:</i>	<i>Agenda Item Number: 3C</i>
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City of St. Charles, Illinois
Plan Commission Resolution No. 5-2015

A Resolution Recommending Approval of an Amendment to Special Use Ordinance 1962-34 to allow the expansion of the Salvation Army Parking Lot at 1710 S. 7th Avenue (1202 Pomeroy Court)

Passed by Plan Commission on May 5, 2015

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

WHEREAS, the Plan Commission held a public hearing and reviewed the Amendment to Special Use Ordinance 1962-34 to allow the Salvation Army Parking Lot, 1710 S. 7th Avenue, to be expanded to the property located at 1202 Pomeroy Court; and,

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

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to the City Council approval of an Amendment to Special Use Ordinance 1962-34 to allow the Salvation Army Parking Lot, 1710 S. 7th Avenue, to be expanded to the property located at 1202 Pomeroy Court, pursuant to the attached findings of fact, and subject to the following conditions:

1. No access to the property shall be provided from Pomeroy Court.
2. Lighting fixtures shall not exceed 15 ft. in height.
3. The applicant shall work with City staff to make a genuine effort to screen the property and maintain the residential character of the neighborhood
4. The parking lot shall be shifted to the west to allow for additional landscaping on the east side of the property.

Roll Call Vote:

Ayes: Wallace, Doyle, Holderfield, Schuetz , Pretz, Macklin-Purdy

Nays: Kessler

Absent: Spruth

Motion Carried: 6-1

PASSED, this 5th day of May 2015.

Chairman
St. Charles Plan Commission

FINDING OF FACT

A. Public Convenience

Parking at the Salvation Army HQ is limited and is hindering the further development of needed programs especially around the holidays. Dinners and other special events require shuttle vehicles to move people from other parking locations.

B. Sufficient Infrastructure

The property on which we would like to add additional parking is an existing residential lot accessed by city streets. Once the structure has been torn down, the parking lot will meet all the required codes of the City of St Charles.

C. Effect on nearby property.

Little effect should be felt by nearby property in that traffic from the existing Salvation Army lot will be directed within the proposed parking and not allowed to go through to Pomeroy Ct.

D. Effect on Development of Surrounding Property.

As this is an existing, built out subdivision, there should be no adverse effect on the normal and orderly development of the surrounding area.

E. Effect on General Welfare

The proposed development will be separated from the other properties in the area by fencing and landscaping. Maintenance and operation will be a continuation of that done in the existing Salvation Army lot.

F. Conformance with Codes:

All improvements will be per City of St. Charles codes as indicated in the Title 17 Building and Zoning regulations

Charles Peterson, RLA

Community & Economic Development
 Planning Division

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



Staff Report

TO: Chairman Todd Bancroft
 And the Members of the Planning & Development Committee

FROM: Ellen Johnson, Planner

CC: Russell Colby, Planning Division Manager

RE: Special Use Amendment – 1202 Pomeroy Ct. (Salvation Army)

DATE: May 8, 2015

I. APPLICATION INFORMATION:

Project Name: 1202 Pomeroy Ct. – Salvation Army

Applicant: The Salvation Army Tri-City Corps

Purpose: Review the Special Use application to amend the existing Special Use for a Place of Worship that was previously approved for 1710 S. 7th Ave. to include 1202 Pomeroy Ct., for the purpose of expanding the Salvation Army facility’s parking lot.

General Information:		
Site Information		
Location	1202 Pomeroy Ct.	
Acres	0.25 acre	
Applications	1) Special Use	
Applicable Ordinances and Zoning Code Sections	17.04 Administration 17.12 Residential Districts 17.24 Off Street Parking, Loading & Access	
Existing Conditions		
Land Use	Residential; single-family home	
Zoning	RS-4 Suburban Single-Family Residential	
Zoning Summary		
North	RS-4 Suburban Single-Family Residential	Single-family homes
East	RS-4 Suburban Single-Family Residential	Single-family homes
South	RS-4 & Special Use for a Place of Worship	The Salvation Army Tri-City Corps facility
West	RS-4 Suburban Single-Family Residential	Single-family homes
Comprehensive Plan Designation		
Single-Family Detached Residential		

Aerial Photo



Zoning



II. BACKGROUND

Property History

A Special Use for a Place of Worship was approved for the property located at 1710 S. 7th Ave. in 1962 by Ordinance No. 1962-34. At that time, the Church of the Fox Valley First Church of the Nazarene owned the property. The Salvation Army purchased the property in 1992 and constructed the existing building in 2002. The Salvation Army Tri-City Corps offers a variety of services and programs at this facility.

1202 Pomeroy Court is directly adjacent to the north of the Salvation Army facility. A single-family home was constructed on the property in 1973, after the property was platted in 1972 as part of the Seventh Avenue Addition Unit 5.

Proposal

The applicant, The Salvation Army Tri-City Corps, represented by Charles Peterson, is proposing to expand the Special Use for a Place of Worship to include the property addressed as 1202 Pomeroy Ct., in order to allow expansion of Salvation Army's parking lot. Details of the proposal are as follows:

- Demolish the existing single-family home at 1202 Pomeroy Ct.
- Construct a parking lot with 20 parking stalls on the property.
- The existing access point off of S. 7th Ave. will be used to access both the existing and new portions of the parking lot.
- Add required street frontage landscaping along S. 7th Ave. and Pomeroy Ct.
- The existing 6 ft. fence along the property line shared with the residential property to the east will remain and be extended the length of the parking lot to provide required screening.

III. PLAN COMMISSION RECOMMENDATION

The Plan Commission held a public hearing on the Special Use Amendment on 5/5/15. The Plan Commission recommended approval with a vote of 6 to 1, with the following conditions intended to minimize the impact of the parking lot on the residential character of the neighborhood:

1. No access to the property shall be provided from Pomeroy Court.
2. Lighting fixtures shall not exceed 15 ft. in height.
3. The applicant shall work with City staff to make an effort to screen the property and maintain the residential character of the neighborhood.
4. The parking shall be shifted to the west to allow for additional landscaping on the east side of the property, along the fence.

The applicant has revised the plans in response to the Plan Commission recommendation. The revised plans reflect conformance with conditions #3 and #4:

- Additional landscaping has been added to the north side of the parking lot (Pomeroy Ct. frontage). This landscaping will screen the parking lot to a height of at least 5 ft.
- The parking lot has been shifted 2 ft. to the west. Landscaping, including shade trees, was added along the fence on the east side of the property.

The applicant also expressed agreement to conditions #1 and #2 regarding limitation on access to Pomeroy Ct. and lighting fixture height.

IV. STAFF ANALYSIS

A. PROPOSED USE

The Zoning Ordinance defines a “Place of Worship” as:

A church, temple, synagogue, mosque or other religious place of assembly, which may or may not include schools and/or meeting facilities and accessory uses such as a parish house, recreational facilities, and other non-profit organizations that serve members of the religious organization.

A Place of Worship is a Special Use in the RS-4 Zoning District, within which the existing Salvation Army facility and 1202 Pomeroy Ct. are located. An Amendment to the existing Special Use for 1710 S. 7th Ave. is necessary to permit the Salvation Army to expand its parking lot to 1202 Pomeroy Ct.

For reference, the applicant has provided a list of the programming and services offered at this Salvation Army facility (see attached).

B. ZONING STANDARDS

Staff has reviewed the proposed parking lot expansion in accordance with the relevant Zoning Ordinance standards. This review is summarized in the table below.

Note that per Section 17.24.070.2.a., the new portion of the parking lot must meet the setback requirements applicable to buildings in the RS-4 Zoning District. The landscape requirements of Ch. 17.26 Landscaping and Screening are applicable only to the new portion of the parking lot.

Category	Zoning Ordinance Standard	Proposed
Setbacks		
<i>Front (Pomeroy Ct.)</i>	20 ft.	25 ft.*
<i>Interior Side</i>	5 ft.	7 ft.
<i>Exterior Side (S. 7th Ave.)</i>	15 ft.	25 ft.
<i>Rear</i>	30 ft.; no limitation on paved areas in rear yards.	Approx. 1 ft.
Parking Stall Size	9 x 18 ft. (2 ft. overhang allowed where stalls abut green space)	9 x 16 ft. with 2 ft. overhang
Drive-Aisle Width	24 ft.	24 ft.
Minimum Percentage of Landscape Area	20%	42%
Screening from Public Streets (Pomeroy Ct. and S. 7 th Ave.)	50% screening of parking stalls	Appears to meet; 30 in. height requirement to be confirmed by Landscape Plan required at time of building permit.
Screening from Residential Use (east property line)	Buffer of 6 ft. in height	6 ft. fence
Interior Parking Lot Landscaping	10%	Approx. 12%

*The main portion of the parking lot is set back 25 ft. from the front property line. The drive aisle portion is 14 ft. from the front property line to allow space for vehicles backing out. This portion would be considered a driveway, for which there is no setback requirement.

Parking Requirement

Per Ch. 17.24 Off-Street Parking, Loading & Access, the parking requirement for a Place of Worship is one (1) space per three (3) seats based on the maximum capacity in the main place of worship. The Salvation Army chapel seats 167 people. The table below summarizes the parking requirement, existing parking, and proposed parking:

Off-Street Parking Requirement	Parking Required for Salvation Army	Existing Off-Street Parking	Additional parking proposed	Total Proposed Parking
1 space per 3 seats in main place of worship	56 spaces	34 spaces	20 spaces	54 spaces

The current parking lot does not meet the 56 space requirement. The applicant has stated that Salvation Army patrons also park on S. 13th Ave. However, the Zoning Ordinance does not provide a credit for on-street parking in this zoning district.

When the facility was constructed in 2002, the Zoning Ordinance at that time required one (1) space per four (4) seats. Thus at the time the building was constructed, 42 spaces were required. The City does not have records as to how only 34 spaces were permitted at that time. However, the Zoning Ordinance does not require nonconforming off-street parking counts to come into compliance with current requirements.

Staff Comments

- A landscape plan specifying the types and sizes of plantings will be required at the time of building permit.
- Parking lot lighting is shown. A photometric plan which meets the requirements of Section 17.22.040 Site Lighting will be required at the time of building permit. The purpose of these requirements is to minimize the impact of lighting on neighboring properties.
 - While the Zoning Ordinance allows a lighting fixture height of 34 ft., the Plan Commission has recommended limiting fixture height to 15 ft.

C. ENGINEERING REVIEW

Detailed engineering comments have been provided to the applicant. The following information may be relevant to the Special Use application:

- The existing sidewalk connection along Pomeroy Ct. must remain.
- The parking lot must be designed to drain into the proposed bioswale. Stormwater flow rate from the site cannot exceed existing conditions.

V. RECOMMENDATION

Staff recommends approval of the application for Amendment to the Special Use, with the four conditions recommended by the Plan Commission.

VI. ATTACHMENTS

- Ordinance No. 1962-34.
- Application for Special Use; received 4/1/15 (includes revised plans and information about Salvation Army programming)

ORDINANCE NO. 1962-34

AN ORDINANCE AMENDING THE ZONING
ORDINANCE OF THE CITY OF ST. CHARLES, ILLINOIS,
ADOPTED MAY 23, 1960, AND KNOWN AS ORDINANCE NO. 1960-16

SECTION 1: That whereas, it is provided in the Zoning Ordinance of the City of St. Charles, that an amendment may be made to such Ordinance to recognize special uses for unique types of property which cannot be properly classified in any particular district without consideration in each case of the impact of such use upon the neighborhood lands, and

WHEREAS, an application for a special use covering the following described premises, to-wit:

That part of the Southwest Quarter of Section 35, Township 40 North, Range 8 East of the Third Principal Meridian described as: Beginning at the Northwest corner of Rolling Hills Manor, Section 1 in the City of St. Charles, Kane County, Illinois (said point being the Northeast corner of Thirteenth Avenue South and Seventh Avenue South); thence North 53° 09' East along the West line of said Thirteenth Avenue, 188.39 feet; thence Northerly along said West line on a curve to the left having a radius of 230.33 feet and tangent to the last described course 240.8 feet; thence North 89° 51' West 143.46 feet; thence South 53° 09' West 270.28 feet to the East line of said Seventh Avenue South; thence South 35° 37' East along said East line 200.0 feet to the point of beginning; in the City of St. Charles, Kane County, State of Illinois,

has been made to the City Clerk by the Fox Valley First Church of the Nazarene, Owner thereof, for the use of said premises for a church and parsonage, and

WHEREAS, copies of such application were forwarded to the Plan Commission and the Zoning Board of Appeals, and hearings were had by such Boards in regard thereto in accordance with the Statutes provided. That such Boards have duly approved the application for such special use and recommend the same be authorized by the City Council of the City of St. Charles, Illinois.

SECTION 2: BE IT THEREFORE ORDAINED BY THE City Council of the City of St. Charles, Illinois, that said Zoning Ordinance shall be amended to provide that the above described premises may be used for a church and parsonage.

Presented to the City Council of the City of St. Charles, Illinois, this 5th day of November, A. D. 1962.

Passed by the City Council of the City of St. Charles, Illinois, this 5th day of November, A. D. 1962.

Approved by me as Mayor of the City of St. Charles, Illinois, this
6th day of November, A. D. 1962.

ATTEST:

CITY CLERK

George Neumann
MAYOR

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



COMMUNITY & ECONOMIC DEV./PLANNING DIVISION PHONE: (630) 377-4443 FAX: (630) 377-4062

SPECIAL USE APPLICATION

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

For City Use	
Project Name:	1202 Pomeroy Ct. - Salvation Army
Project Number:	2015 -PR- 006
Application Number:	2015 -AP- 011

RECEIVED
St. Charles, IL
Received Date
APR 01 2015
CDD
Planning Division

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

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

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

1. Property Information:	Location:	1202 POMEROY CT.	
	Parcel Number (s):	09 35 329 021	
	Proposed Name:		
2. Applicant Information:	Name	THE SALVATION ARMY - TRICITY CORP.	Phone 630-377-2169
	Address	1710 S. 7th AVE ST CHARLES, IL 60174	Fax
			Email jonathan_miller@usc.salvationarmy.org
3. Record Owner Information:	Name	MARTIN & EMILY OLLIVES	Phone 630-377-4372
	Address	1202 POMEROY CT. ST CHARLES, IL 60174	Fax
			Email

Please check the type of application:

- Special Use for Planned Unit Development - PUD Name:** _____
 - New PUD
 - Amendment to existing PUD- Ordinance #: _____
 - PUD Preliminary Plan filed concurrently

- Other Special Use (from list in the Zoning Ordinance):** _____
 - Newly established Special Use
 - Amendment to an existing Special Use Ordinance #: 1962-34

Information Regarding Special Use:

Comprehensive Plan designation of the property: _____

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

What is the property's current zoning? _____

What is the property currently used for? SINGLE FAMILY RESIDENCE

If the proposed Special Use is approved, what improvements or construction are planned?

HOUSE WOULD BE TORN DOWN & A PARKING LOT WOULD BE CONSTRUCTED TO RELIEVE CONGESTION OF EXISTING LOT

For Special Use Amendments only:

Why is the proposed change necessary?

EXISTING PARKING AT THE ADJACENT SAC. ARMY SITE IS INSUFFICIENT DUE TO INCREASED DEMANDS ON SERVICES.

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

TO PUT OFF STREET PARKING ON A RESIDENTIAL LOT

Note for existing buildings:

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

Attachment Checklist:

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

APPLICATION FEE:

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

REIMBURSEMENT OF FEES AGREEMENT:

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

REIMBURSEMENT OF FEES INITIAL DEPOSIT:

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

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

PROOF OF OWNERSHIP and DISCLOSURE:

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

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

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

- LEGAL DESCRIPTION:** For entire subject property, on 8 1/2 x 11 inch paper *SEE ATTACHED SUBDIVISION PLAT*
- 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.

FINDINGS OF FACT:

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

LIST OF PROPERTY OWNERS WITHIN 250 FT.:

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

SOIL AND WATER CONSERVATION DISTRICT APPLICATION:

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

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

ENDANGERED SPECIES REPORT: NOT REQUIRED FOR EXISTING RESIDENTIAL PROPERTY.

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

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

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

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

PLANS:

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

Copies of Plans:

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

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

A plan or plans showing the following information:

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

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

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

Record Owner	Date
	3/30/2015
Applicant or Authorized Agent	Date

Mr. & Mrs. Martin Olliges
1202 Pomeroy Court
St. Charles, Illinois

Building & Zoning Department
City of St. Charles
2 East Main Street
St. Charles, Illinois

To whom it may concern:

Letter of Authorization

Martin and Emily Olliges, as owners of the property at 1202 Pomeroy Ct. hereby authorize The Salvation Army, Tri City Corp. and its representative, Charles Peterson to apply to the City of St. Charles for a Special Use Permit for our property.

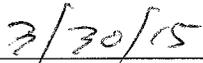
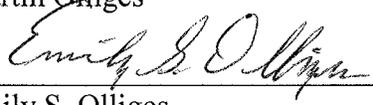
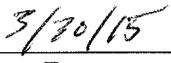
	
_____ Martin Olliges	_____ Date
	
_____ Emily S. Olliges	_____ Date

EXHIBIT 'A'

Legal Description for 1202 Pomeroy Court St. Charles, IL

Parcel Number: 09-35-329-021

City/Municipality/Township: St. Charles

Census Tract: 170898520.021014

Carrier Route: C008

Abbreviated Description: City/Muni/Twp:ST. CHARLES

SUBD:SEVENTH AVE ADDN MAP AREA: 009-7TH&ROLLING MAP REF:

MB 09-35-3B

SEE ATTACHMENT

FINDINGS OF FACT – SPECIAL USE

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



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

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

1202 POMEROY CT.
Project Name or Address

3/30/2015
Date

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

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

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

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

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

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

D. Effect on Development of Surrounding Property: That the establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

E. Effect on General Welfare: That the establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort or general welfare.

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

FINDING OF FACT

A. Public Convenience

Parking at the Salvation Army HQ is limited and is hindering the further development of needed programs especially around the holidays. Dinners and other special events require shuttle vehicles to move people from other parking locations.

B. Sufficient Infrastructure

The property on which we would like to add additional parking is an existing residential lot accessed by city streets. Once the structure has been torn down, the parking lot will meet all the required codes of the City of St Charles.

C. Effect on nearby property.

Little effect should be felt by nearby property in that traffic from the existing Salvation Army lot will be directed within the proposed parking and not allowed to go through to Pomeroy Ct.

D. Effect on Development of Surrounding Property.

As this is an existing, built out subdivision, there should be no adverse effect on the normal and orderly development of the surrounding area.

E. Effect on General Welfare

The proposed development will be separated from the other properties in the area by fencing and landscaping. Maintenance and operation will be a continuation of that done in the existing Salvation Army lot.

F. Conformance with Codes:

All improvements will be per City of St. Charles codes as indicated in the Title 17 Building and Zoning regulations

Charles Peterson, RLA

Information submitted by applicant regarding current parking & programming at the Salvation Army, 1710 S. 7th Ave.

The chapel seats 167. We have 32 regular space and 2 handicap spaces in our present parking lot. Code requirements would then be 56 spaces. We do have on street parking along 13th Ave.

Programming:

Church, Sunday School, After School Care, Day Camp, Golden Diners Feeding Program and Delivery, Character Building Classes, Singing Company, Vacation Bible School, Bible Study, Women's Ministry, Men's Ministry, Bread and Produce distribution days, Aerobics, Exercise groups, Bingo, Walking, Line Dancing, Community group meetings, Health Care Sign Ups. W.I.C., Computer classes, Neck and Spine Screening, Financial recovery classes, Chiropractor visits, Food Pantry Distribution, Rent and Utilities Assistance, Thanksgiving and Christmas distribution.

The earliest I can go back in our records here is 2004. I can contact DHQ as they would have it, but this may still be helpful.

2004- We served 19,751 individuals with groceries.

2014- We served 23,567 individuals with groceries

Also attached is a copy of our April calendar of events. Most line dancing and exercise classes average around 20 to 25 people, I believe. Our bread distribution, which is not listed on this calendar, occurs every Tuesday and Friday morning. Usually 50 to 60 people participate in this distribution. They begin arriving by 9:30 am. Distribution is usually completed by 11:30 - noon.

We also run an After School Program for grades K - 5 from 2:30 until 6pm Monday through Friday during the school year and a Summer Day Camp for the same age group 7:30am to 6pm for 10 weeks during the summer.

Average individuals served per month:

2011

Rental & utility assistance 13

Grocery bags 327

People served 622

2012

Rental & utility assistance 23

Grocery bags 224

People served 825

2013

Rental & utility assistance 23

Grocery bags 650

People served 800

2014

Rental & utility assistance 25

Grocery bags 792

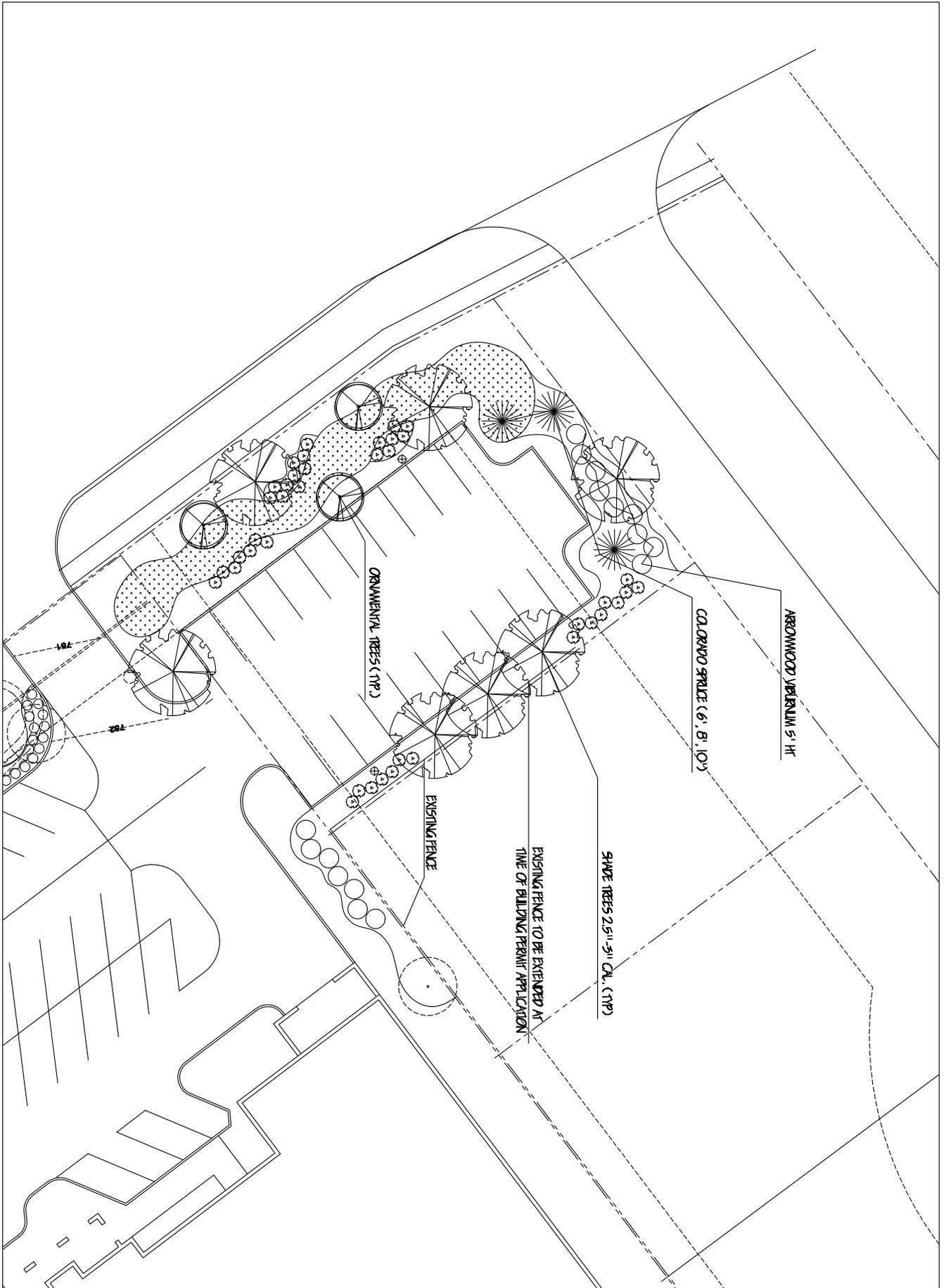
People served 976



April 2015



Sun	Mon	Tue	Wed	Thu	Fri	Sat
<p><i>Notes***</i> 11:30am Golden Diners <i>Mon.-Fri.</i> Tuesdays and Fridays Bread Distribution 10:30am</p>	<p><i>Notes ***</i> 8 to 2 Open Walking 9:00 DVD Aerobics (when gym is available)</p>		<p>1 10:00am Hispanic W.M. 10:30am Seated Exercise 11:15am Women's Ministry 1:00pm Line Dance 4:45pm Youth Activities</p>	<p>2 9:30am BINGO</p>	<p>3 GOOD FRIDAY Office Closed 7:00pm Good Friday Service</p>	<p>4</p>
<p>5 9:30 Easter Breakfast 11:00am Worship EASTER SUNDAY <i>All Welcome</i></p>	<p>6 9:00am Walking Group 10:30am Line Dancing 1:00pm PRAYS</p>	<p>7 8:30am Low Impact Aerobics 9:30am BINGO 12:00pm-7pm WIC 5:30pm Zumba 6:15pm Computer Class</p>	<p>8 10:00am Hispanic W.M. 10:30am Seated Exercise 11:15am Women's Ministry 1:00pm Line Dance 4:45pm Youth Activities</p>	<p>9 9:30 BINGO</p>	<p>10 8am-4pm WIC 10:00am Ginsberg Chiropractor</p>	<p>11</p>
<p>12 10:00am Sunday School 11:00am Worship <i>All Welcome</i></p>	<p>13 9:00am Walking Group 10:00am Computer Class 10:00am Fraud Prevention Program for Seniors 10:30am Line Dancing</p>	<p>14 8:30am Low Impact Aerobics 9:30am BINGO 10:00am Neck/Spine Screening 12:00pm-7pm WIC 5:30pm Zumba 6:15pm Computer Class</p>	<p>15 10:00am Hispanic W.M. 10:30am Seated Exercise 11:15am Women's Ministry 1:00pm Line Dance 4:45pm Youth Activities</p>	<p>16 9:30 BINGO</p>	<p>17 8am-4pm WIC 9:30am VNA Healthcare Sign up 7:00pm Scrapbooking / Men's Basketball</p>	<p>18</p>
<p>19 10:00am Sunday School 11:00am Worship <i>All Welcome</i></p>	<p>20 9:00am Walking Group 10:00am Computer Class 10:30am Line Dancing</p>	<p>21 8:30am Low Impact Aerobics 9:30am BINGO 12:00pm-7pm WIC 4-7pm Immunizations / Flu 5:30pm Zumba</p>	<p>22 10:00am Hispanic W.M. 10:30am Seated Exercise 11:15am Women's Ministry 1:00pm Line Dance 4:45pm Youth Activities</p>	<p>23 9:30 BINGO 1:00pm Financial Recovery 4-5pm Immunization Follow up</p>	<p>24 8am-4pm WIC 10:00am Ginsberg Chiropractor</p>	<p>25</p>
<p>26 10:00am Sunday School 11:00am Worship <i>All Welcome</i></p>	<p>27 9:00am Walking Group 10:30am Line Dancing</p>	<p>28 8:30am Low Impact Aerobics 9:30am BINGO 9:30am Blood Pressure-VNA 12:00pm-7pm WIC 5:30pm Zumba</p>	<p>29 10:00am Hispanic W.M. 10:30am Seated Exercise 11:15am Women's Ministry 1:00pm Line Dance 4:45pm Youth Activities</p>	<p>30 9:30am BINGO</p>		



SHEET
2
OF
2



CH PETERSON
 LANDSCAPE ARCHITECT
 5100 S. GARDEN, SUITE 607
 ST. CHARLES, ILLINOIS 62203-2401

THE SALVATION ARMY
TRI-CITY CORPS
 ST CHARLES, ILLINOIS

JOB NUMBER:	
DRAWN BY:	
DATE: 03/29/2015	
REVISIONS:	

SCALE:
 1" = 20'-0"


 NORTH



AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to approve a revised Final Plat of Subdivision for the Quad St. Charles – Unit 1 Resubdivision (theater lot).

Presenter: Russell Colby

Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development – (5/11/15)		City Council
	Public Hearing		

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

If NO, please explain how item will be funded:

Executive Summary:

SC 3800 LLC, the owners of the The Quad St. Charles/Charlestowne Mall, are requesting a revision to the approved Final Plat of Subdivision that created a subdivided lot for the theater building. The lot was created for the purpose of conveying the property to the theater operators. The City approved the creation of this lot in 2014.

The theater lot is currently owned by the mall owners and has not yet been conveyed to the theater operator.

Subsequent to the plat being recorded, the mall owners determined that a small portion of theater lot includes an open alley corridor that provides loading dock access to the main mall building. The mall owners would like to retain ownership over this access corridor.

The mall owners are requesting to revise the approved plat to remove a 55 ft. by 20 ft. area from the theater lot. A small separate lot will be created, which will continue to be owned by the mall owners.

Staff has reviewed the revised plat and has determined the request complies with the Charlestowne Mall PUD ordinance, 2013-Z-19. Staff will request a note be added on the plat indicating that no building can be constructed on Lot 2 due to its small size, unless it is constructed in connection with a building on one of the adjacent lots (the theater or mall lots).

Attachments: *(please list)*

Revised Final Plat of Subdivision, Aerial Photo, Ordinance approving the 2014 subdivision plat

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve a revised Final Plat of Subdivision for the Quad St. Charles – Unit 1 Resubdivision (theater lot), contingent upon adding a note that no buildings may be constructed on Lot 2, unless it is constructed in connection with a building on one of the adjacent lots.

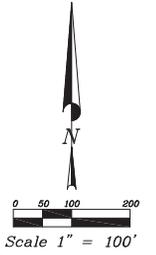
For office use only:

Agenda Item Number: 3d

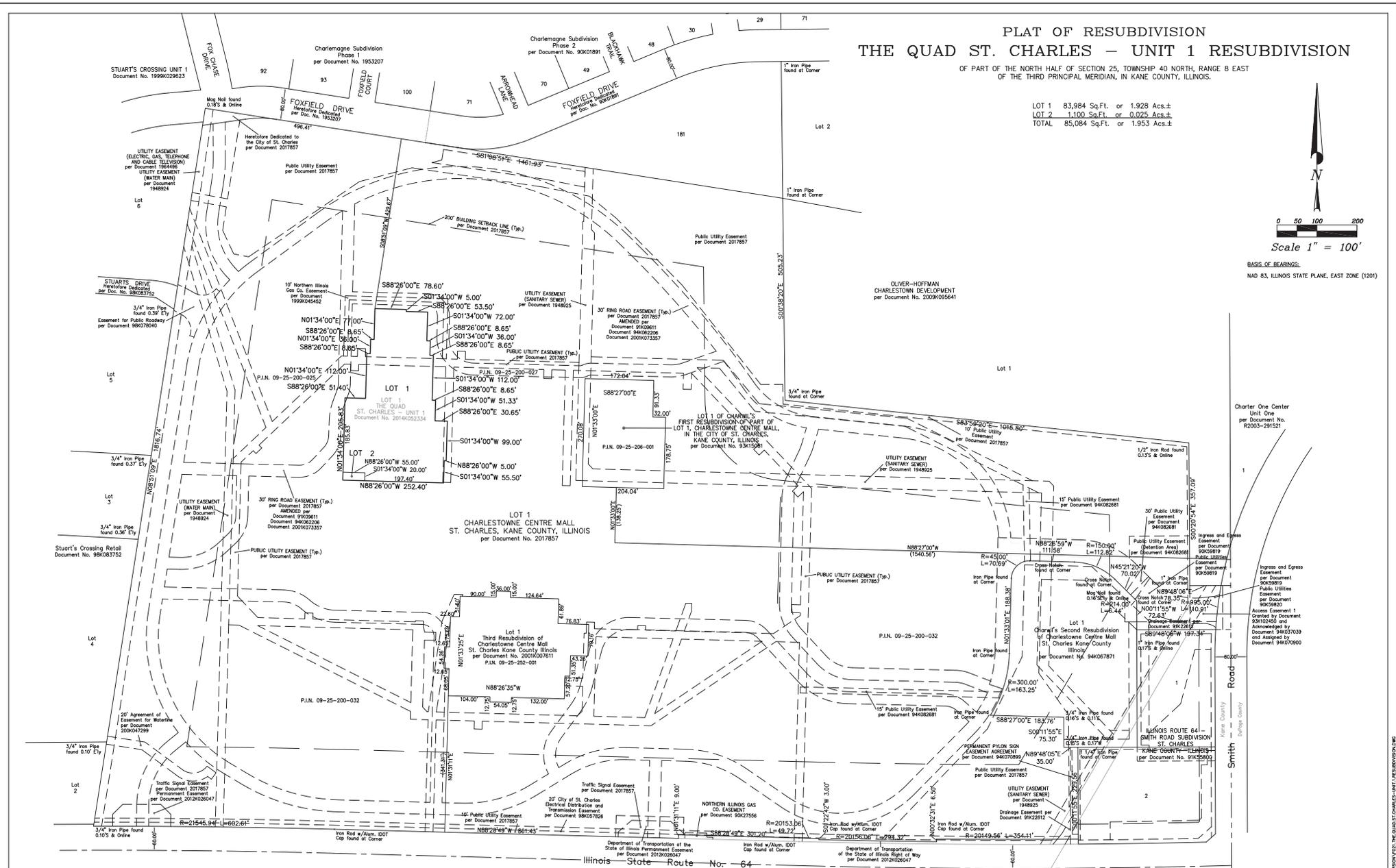
PLAT OF RESUBDIVISION THE QUAD ST. CHARLES - UNIT 1 RESUBDIVISION

OF PART OF THE NORTH HALF OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

LOT 1 83,984 Sq.Ft. or 1.928 Acs.±
LOT 2 1,100 Sq.Ft. or 0.025 Acs.±
TOTAL 85,084 Sq.Ft. or 1.953 Acs.±



Scale 1" = 100"
BASIS OF BEARINGS:
NAD 83, ILLINOIS STATE PLANE, EAST ZONE (1201)



SURVEY NO.:	P021
ORDERED BY:	THE KRAUSZ COMPANIES
DESCRIPTION:	PLAT OF RESUBDIVISION
DATE PREPARED:	APRIL 14, 2015
SCALE	1" = 100'
DRAWN BY:	CM

JACOB & HEPNER
SURVEYORS
1918 S. Highland Avenue, Suite 100, Lombard, IL 60148
PHONE: (630) 625-6608, FAX: (630) 625-6601
www.jacobhepner.com
Illinois Professional Design Firm
License No. 144-000737 Exp. 4/30/15

I:\PROJECTS\1504\RESUBDIVISION\020-1504\THE QUAD ST. CHARLES-UNIT 1 RESUBDIVISION.DWG



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: May 1, 2015 10:35 AM



0 41 83 Feet

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Powered by Precision GIS

Refer to:	
Minutes	5/5/14
Page	

City of St. Charles, Illinois

Ordinance No. 2014-Z-9

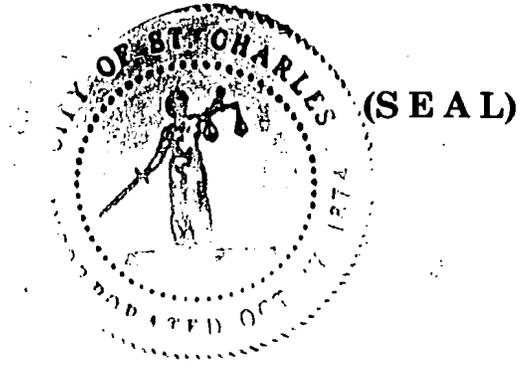
**Ordinance Granting Approval of a PUD Preliminary
Site Plan, Engineering Plan and Final Plat of
Subdivision (Charlestowne Mall PUD- The Quad St.
Charles)**

**Adopted by the
City Council
of the
City of St. Charles
May 5, 2014**

**Published in pamphlet form by
authority of the City Council
of the City of St. Charles,
Kane and Du Page Counties,
Illinois, May 9, 2014**

Nancy Garrison

City Clerk



City of St. Charles, Illinois
Ordinance No. 2014-Z- 9

**An Ordinance Granting Approval of a PUD Preliminary Site Plan,
Engineering Plan and Final Plat of Subdivision
(Charlestowne Mall PUD – The Quad St. Charles)**

WHEREAS, applications have been filed for PUD Preliminary Plan and Final Plat of Subdivision for The Quad St. Charles, said realty being legally described on Exhibit “A” attached hereto and incorporated herein (the "Subject Realty"); and,

WHEREAS, said applications were filed with the City on or about February 27, 2014, by SC 3800 Main LLC (“Applicant”); and,

WHEREAS, the Plan Commission recommended approval of the PUD Preliminary Site Plan, Engineering Plan, and Final Plat of Subdivision on or about March 18, 2014; and,

WHEREAS, the Planning & Development Committee recommended approval of the PUD Preliminary Site Plan, Engineering Plan, and Final Plat of Subdivision on or about April 14, 2014; and,

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, as follows:

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

2. That passage of this Ordinance shall constitute approval of the PUD Preliminary Site Plan, incorporated herein as Exhibit “B”; PUD Preliminary Engineering Plan, incorporated herein as Exhibit “C”; and Final Plat of Subdivision, incorporated herein as Exhibit “D”, such that the following documents and illustrations are hereby approved, reduced copies of which are attached hereto and, subject to compliance with such conditions, corrections, and modifications as may be required by the Director of Community & Economic Development and the Director of Public Works to comply with the requirements of the St. Charles Municipal Code:

- Preliminary Site Plan for The Quad St. Charles, prepared by Jacob & Heffner Associates, Inc., dated 3/14/14
- Site Improvement Plans for the Quad St. Charles – Phase I, prepared by Jacob & Heffner Associates Inc., dated 5/2/2014
- Final Plat of Resubdivision, The Quad St. Charles – Unit 1, prepared by Jacob & Heffner Associates Inc, dated 2/25/14

3. Architectural Plans and Landscape Plans for the Subject Realty shall be submitted for review by the Plan Commission and approval by the City Council.

4. PUD Preliminary Plan applications shall be submitted for review and approval prior to construction of additional buildings or parking lots on locations identified as "Permissible Building Areas" on the Preliminary Site Plan (Retail A, B, C, D and outlot locations along E. Main St.).

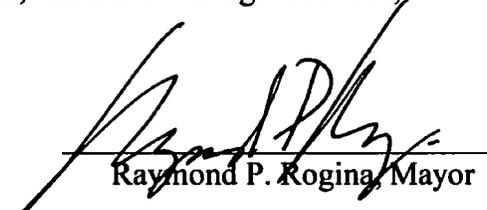
5. That the subject property may be developed and used only in accordance with all ordinances of the City now in effect or hereafter amended or enacted.

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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 5th day of May, 2014.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 5th day of May, 2014.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 5th day of May, 2014.


Raymond P. Rogina, Mayor

Attest:


Nancy Garrison, City Clerk

Vote: 10
Ayes: 0
Nays:
Absent:
Abstain:
Date: _____



APPROVED AS TO FORM:

Ordinance No. 2014-Z-_____

Page 3

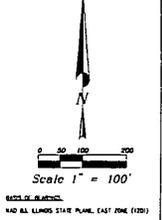
City Attorney

DATE: _____

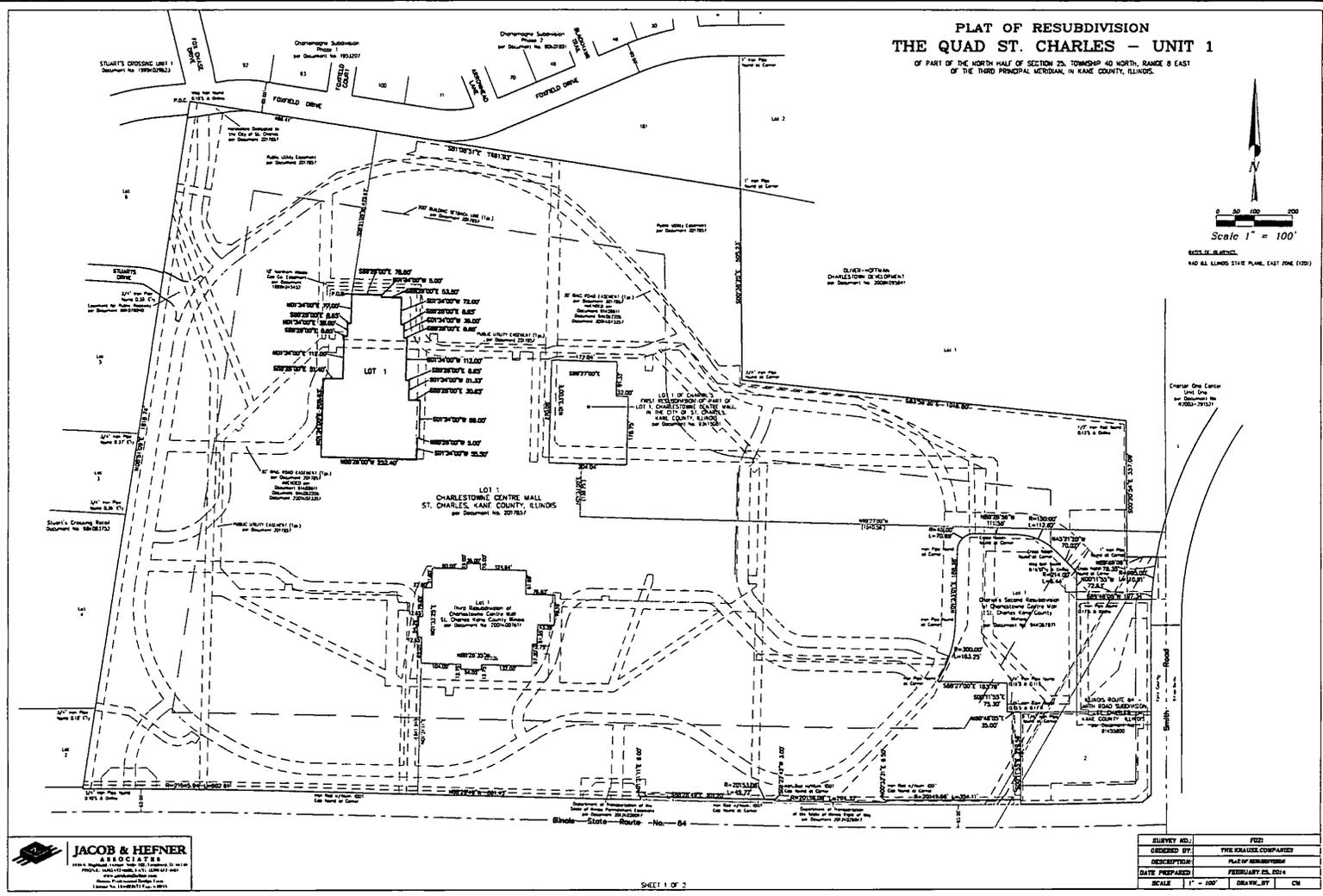
EXHIBIT "D"

FINAL PLAT OF SUBDIVISION

**PLAT OF RESUBDIVISION
THE QUAD ST. CHARLES - UNIT 1**
OF PART OF THE NORTH HALF OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN KANSAS COUNTY, ILLINOIS.



SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANSAS COUNTY, ILLINOIS.



JACOB & HEFNER ASSOCIATES
1000 S. BROADWAY, SUITE 100, CHICAGO, IL 60605
PHONE: (312) 527-1000, FAX: (312) 527-1001
WWW.JACOBHEFNER.COM
1000 S. BROADWAY, SUITE 100, CHICAGO, IL 60605

SHEET 1 OF 2

PLAT NO.	FEZ
ORDERED BY	THE KRAUSE COMPANIES
DESCRIPTION	PLAT OF RESUBDIVISION
DATE PREPARED	FEBRUARY 28, 2014
SCALE	1" = 100'

State of Illinois)
)
) ss.
Counties of Kane and DuPage)

Certificate

I, NANCY GARRISON, certify that I am the duly elected and acting Municipal City Clerk of the City of St. Charles, Kane and DuPage Counties, Illinois.

I further certify that on May 5, 2014, the Corporate Authorities of such municipality passed and approved Ordinance No. 2014-Z-9, entitled

"Ordinance Granting Approval of a PUD Preliminary Site Plan, Engineering Plan and Final Plat of Subdivision (Charlestowne Mall PUD- The Quad St. Charles),"

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

The pamphlet form of Ordinance No. 2014-Z-9, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on May 9, 2014, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

DATED at St. Charles, Illinois, this 5th day of May 2014.

Nancy Garrison
Municipal Clerk

(S E A L)



 ST. CHARLES <small>SINCE 1834</small>		AGENDA ITEM EXECUTIVE SUMMARY						
		Title:	Recommendation to approve a Façade Improvement Grant Agreement for 111 E. Main St. (Riverview Counseling Services)					
		Presenter:	Russell Colby					
<i>Please check appropriate box:</i>								
	Government Operations		Government Services					
X	Planning & Development (5/11/15)		City Council					
Estimated Cost:	\$10,000	Budgeted:	YES	X	NO			
If NO, please explain how item will be funded:								
Executive Summary:								
<p>DB Partnership LLC has requested a Façade Improvement Grant to assist with funding renovations to the storefront. The existing wood storefront is rotting. Proposed is replacement of the wood with EIFS/Dryvit on the upper portion of the storefront and brick beneath the windows. The cast iron columns on either side of the storefront are proposed to be restored and light fixtures are proposed above the sign panel.</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 15-16 is \$40,000.</p> <p>The Historic Preservation Commission reviewed the grant and recommended approval on 3/4/15.</p> <p>The cost of the work is estimated at \$21,222 and the grant would cover up to \$10,000.</p>								
Attachments: <i>(please list)</i>								
Historic Preservation Commission recommendation, Façade Improvement Grant Application, Grant Agreement								
Recommendation / Suggested Action <i>(briefly explain):</i>								
Recommendation to approve a Façade Improvement Grant Agreement for 111 E. Main St. (Riverview Counseling Services)								
<i>For office use only:</i>		<i>Agenda Item Number: 3e</i>						

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 2-2015

**A Resolution Recommending Approval of
A Façade Improvement Grant Application
(111 E. Main St. – Riverview Counseling Services)**

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 111 E. Main St., 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 111 E. Main St.

Roll Call Vote:

Ayes: Bobowiec, Gibson, Malay, Norris, Pretz

Nays: None

Abstain: None

Absent: Withey

Motion Carried.

PASSED, this 4th day of March, 2015.

Chairman

Received 11/17/14

**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: DB PARTNERSHIP LLC
(Name)

Home Address: _____ NE

Business Address: 111 E. MAIN ST., ST. CHARLES, IL 60174
(Street) (City/State/Zip) (Phone)

Federal Tax ID Number: _____

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

111 E. MAIN STREET, ST. CHARLES, IL 60174
(Street Address)

09-27-389-003
(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) REPLACE EXTERIOR FACING ON FRONT FACADE
- Signage
- Exterior Lighting
- Restoration of Architectural Features
- Rear Entrance Improvements(Please specify below)

Describe the scope and purpose of the work to be done:
WE WILL BE REPLACING THE EXISTING EXTERIOR PLYWOOD (WHICH IS ROTTING) ON THE BOTTOM HALF OF THE BUILDING BY EXTENDING DOWN THE DRYVIT FROM THE TOP OF THE BUILDING AND ADDING A 2 1/2 FT BRICK ACCENT RUNNING ALONG THE BOTTOM. WE WILL ALSO BE ADDING EXTERIOR LIGHTING FOR SIGNAGE AND RESTORING THE ORIGINAL DECORATIVE CAST IRON COLUMNS LOCATED ON BOTH SIDES OF BUILDING.
Preliminary Cost Estimate: \$ 21,222⁰⁰ City's Grant Amount: \$ 10,000⁰⁰

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

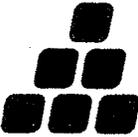
Signature Cheryl Dery
Applicant

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

CONSTRUCTION SERVICES



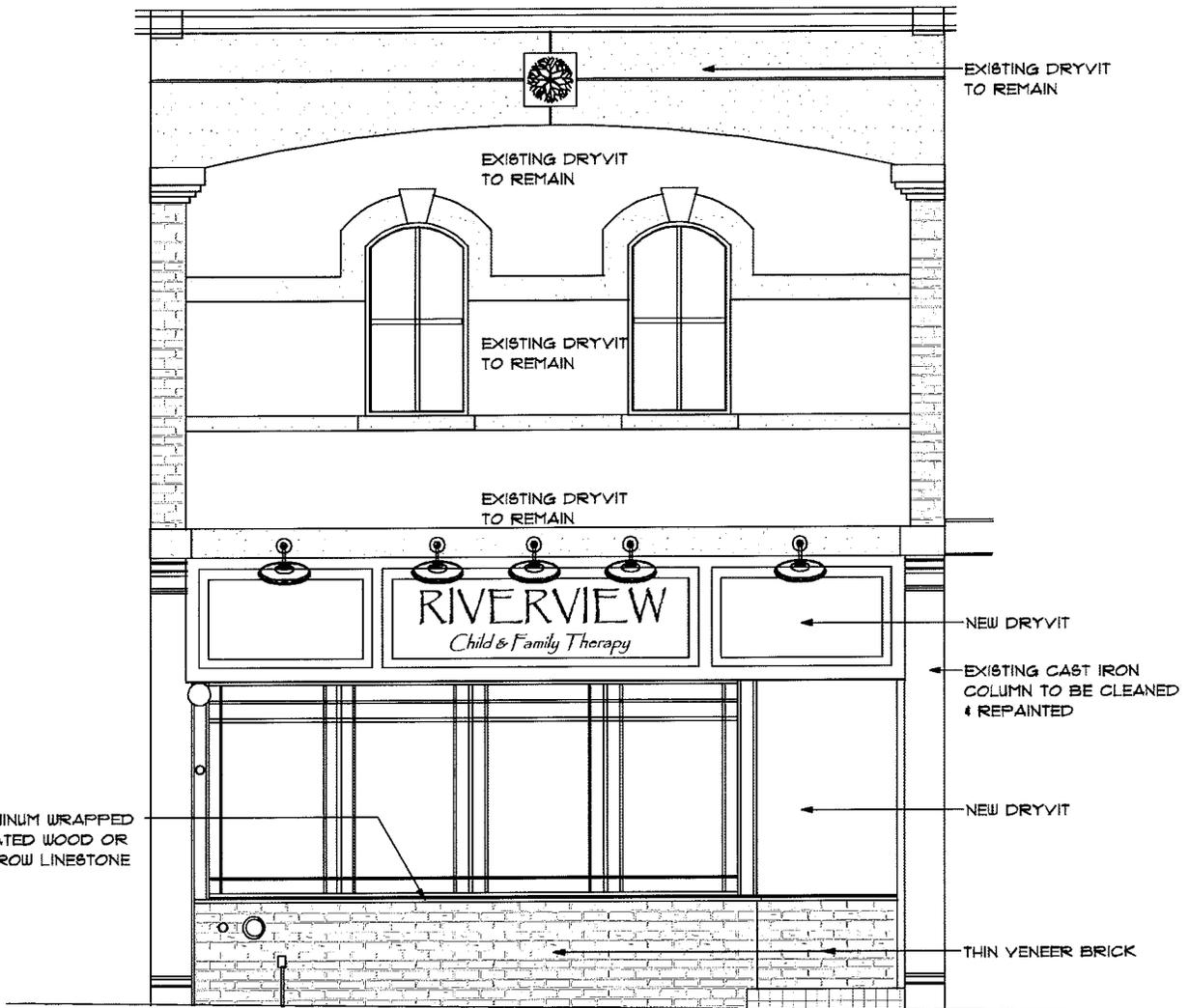
OF NORTHERN ILLINOIS

2-Feb-15

Riverview Counseling Building
111 E. Main
St. Charles, IL

Facade Renovation Budget

<u>Item</u>	<u>Amount</u>
Building Permit- Allowance Value	\$500
Fence/Barricade Public Walk	\$750
Demolition of existing	\$2,760
Electric: Install 5 exterior light fixtures plus time clock	\$2,450
Exterior light fixture allowance 5 units @ \$250	\$1,250
Interior drywall repair	\$560
Masonry installation	\$4,806
EFIS installation	\$2,920
Interior/Exterior Painting	\$1,280
Fire Sprinkler work on exterior valve/horn	\$600
Refuse removal	\$450
Cleaning	\$350
General Contractor overhead, profit, insurance	\$2,546
Total Project Budget	\$21,222



NEW FRONT ELEVATION

SCALE: 1/4" = 1'-0"

111 EAST MAIN ST. CHARLES

111 E. Main St.

Riverview Counseling Services, Ltd.







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

THIS AGREEMENT, entered into this 18th day of May, 2015, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name:	Doug & Cheryl Denz, DB Partnership LLC
Name of Business:	Riverview Counseling Services, Ltd.
Tax ID#/Social Security #	45-5548485
Address of Property to be Improved:	111 E. Main St., St. Charles, IL 60174
PIN Number:	09-27-389-003

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 and Economic 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 and Economic 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 and Economic 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 and Economic 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 and Economic 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 Construction Services of Northern Illinois dated 2/2/15: \$21,222 (estimate)

Total Estimated Cost:	\$21,222
Maximum Grant:	\$10,000

 ST. CHARLES <small>S I N C E 1 8 3 4</small>		AGENDA ITEM EXECUTIVE SUMMARY						
		Title:	Recommendation to approve a Façade Improvement Grant Agreement for 11 N. 3 rd St.					
		Presenter:	Russell Colby					
<i>Please check appropriate box:</i>								
	Government Operations				Government Services			
X	Planning & Development (5/11/15)				City Council			
Estimated Cost:	\$20,000			Budgeted:	YES	X	NO	
If NO, please explain how item will be funded:								
Executive Summary:								
<p>Terry Grove has requested a Façade Improvement Grant to assist with funding renovations to the multi-tenant building known as Old St. Charles Place. Proposed is the replacement of deteriorating elements of the building including all wood trim and accents, three rear doors, ten front windows, four wall sign mounts, the main building sign, and the western half of the roof.</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 15-16 is \$40,000.</p> <p>The Historic Preservation Commission reviewed the grant and recommended approval on 4/15/15.</p> <p>The cost of the work is estimated at \$45,050 and the grant would cover up to \$20,000; \$10,000 for the front of the building and \$10,000 for the rear.</p>								
Attachments: <i>(please list)</i>								
Historic Preservation Commission recommendation, Façade Improvement Grant Application, Grant Agreement								
Recommendation / Suggested Action <i>(briefly explain):</i>								
Recommendation to approve a Façade Improvement Grant Agreement for 11 N. 3rd St.								
<i>For office use only:</i>		<i>Agenda Item Number:</i> 3F						

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 4-2015

**A Resolution Recommending Approval of
A Façade Improvement Grant Application
(11 N. 3rd St. – Old St. Charles Place)**

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 11 N. 3rd St., 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 11 N. 3rd St.

Roll Call Vote:

Ayes: Bobowiec, Malay, Pretz, Withey

Nays: None

Abstain: None

Absent: Gibson, Norris

Motion Carried.

PASSED, this 15th day of April, 2015.

Chairman

Received 4-6-15

**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: TERRY F. GROVE
(Name)

Home Address:

5

Business Address: 311 N. SECOND ST. SUITE 304 ST. CHARLES, IL 630-577-9156
(Street) (City/State/Zip) (Phone)

Federal Tax ID Number: _____

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

11 N. 3RD ST., ST. CHARLES, IL 60174
(Street Address)

09-27-361-030
(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) ROOF
- Signage
- Exterior Lighting
- Restoration of Architectural Features
- Rear Entrance Improvements(Please specify below)

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

REFER TO ATTACHED SUMMARY WITH QUOTE

Preliminary Cost Estimate: \$ 40,000 + City's Grant Amount: \$ 20,000.

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 
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

GRANT FOR FOLLOWING ITEMS AT 11 N. 3RD STREET TO BE REPAIRED AND/OR REPLACED

OSC/Downtown Partnership Grant Pricing List 4.8.15

1. Replace with cedar boards, all fascia boards and other trimboards most of which have deteriorated and painting the foregoing: Contractor: Artisan Painting and Maintenance	\$10,575
2. Replace three corroded steal rear doors and ten front windows that are cracked and brittle due to the age of the windows and the sun leaching out the elasticity of the vinyl frames Contractor: Tri-County Glass	\$19,500
3. Replace four dormer fronts that are currently delaminating plywood with "alumilite" which is a solid core aluminum plastic laminate Contractor: Acclaim Sign Company	\$3,350
4. Sign on east end of building which is delaminating Plywood with a product called "alumacor" Contractor: Acclaim Sign Company	\$1,450
5. Replace shingles on the west one-half of the building which has a different roof line than the other half of the building Contractor: Bruce W. Johnson Roofing	\$10,175
TOTAL	\$45,050

Artisan Painting & Maintenance
37W242 Dean Street
St. Charles, IL 60175
630-803-8583
Wilson.jon68@yahoo.com

EXTERIOR REPAIRS AND PAINTING AT OLD SAINT CHARLES.

1. All wood trim is to be removed and disposed of in dumpster. Metal flashings and drip edges are to be saved to re-use if still in fair condition. 1x12 Cedar is to be pre-primed and installed for all fascia/freeze board, verticals and red blocks. All wood is to be caulked wherever needed with urethane caulk, nail holes filled and all exposed surfaces to be painted with one coat of latex acrylic solid color stain. Any new flashings and drip edges are to be painted with DTM paint to match trim color.
2. Sweep clean job site at end of work day, thorough clean upon completion.
3. Awnings will be protected.
4. Work above store entrances will be timed as much as possible to accommodate traffic safely.
5. We will notify Terry Grove of any unforeseen problems as we remove wood trim. Changes or extras will be discussed before work is performed.
6. Labor cost for all wood replacement= \$4,500.00
7. Ballpark cost for wood and other materials=\$2,500.00
8. Priming and painting (with prep work). \$3,575.00

TOTAL \$10,575.00

TRI COUNTY GLASS, Inc.
40W217 Fabyan Pkwy., Elburn, IL 60119
[630] 232-1010 * FAX [844] 293-7813
E-Mail: tricoglas@sbcglobal.net
Randy Beth

PROPOSAL

Submitted To: **Terry Grove & Peter Pratt** Phone: (630) 377-9150 Date: 4-3-15

Street: **311 N. 2nd St.** Job Name:

City, State, & Zip Code: **St. Charles, IL 60174** Job Location: **11 N. 3rd Street**

Contact: Job Phone: City, State & Code: **St. Charles, IL**

We hereby submit specifications and estimates for:

Replacing of the Rusted and Extremely Corroded Steel Doors on Back of Bldg.

3 – 3’0” x 7’0” Steel Flush Panel Doors and New Hardware Consisting of 1 1/2- Pair Butt Hinges, Weather-stripping and Threshold. Will use Existing Door Knob, Deadbolt and Closer if Applicable.

Replacing the Front Southern Exposure Vinyl Windows that are cracked and brittle due to the Age of the Window and the Sun Leaching out the Elasticity of the Vinyl, the Frames have turned into a brittle plastic.

(6) – 48” x 72”

(4) – 60” x 72” Dark Bronze Aluminum Frame Glazed with Low E Tempered Safety Insulated Glass

Installed \$19,500.00*

*Painting of Steel Door and any Interior or Exterior Touch up by Others.

We hereby propose to furnish the materials and perform the labor -complete in accordance with above specifications, for the sum of:

Per Above

Payment to be made as follows:

Net 30

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control

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

Signature: _____

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment to be made as outlined above.

Signature: _____

Date of Acceptance: _____

Signature: _____



Terry Grove
311 N. 2nd St. Ste. 304
St. Charles, IL 60174

Mr. Grove,

To replace the plywood wall sign mounts for "Old St. Charles" located at 11 N. 3rd Street in St. Charles, the cost will be \$3350.00

This price is for the removal of the existing plywood over four entrances and replacement with "Alumalite", which is a solid core aluminum and plastic laminate. The new panels will be painted to match the existing plywood.

Thank you,

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

Thomas Deppe



Terry Grove
311 N. 2nd St. Ste. 304
St. Charles, IL 60174

Mr. Grove,

To replace the plywood sign for "Old St. Charles" located at 11 N. 3rd Street in St. Charles, the cost will be \$1450.00.

This price is for a similar sign made of "Alumacor" which is a plastic laminated with aluminum. This material has a longer life than plywood and should last at least ten years in this application.

Thank you,

A handwritten signature in black ink, appearing to read "Thomas Deppe", is written over a light-colored background.

Thomas Deppe

Bruce W. Johnson

12N030 Hilltop Road
Elgin, IL 60124
(847) 742-2086

Date 4 / 2 / 15

CONTRACT

To Terry Grove
11n Second St. Antique Market
St Charles. Il 60174

LICENSE NO. 104-004-501	JOB PHONE NO. (630) 377-9150

We hereby submit specifications and estimates for:

Antique Market: On this half of building, Front side has only one layer of roofing. Back side has two layers, backside must be tore off hauled away.

1. Install new rake edge metal front & back side, then shingle front side of building.
2. Install Peal and Stick roofing material on back of sign walls.
3. Flash around all projections.
4. Tear off all roofing on back side of Antique Market haul away.
5. Install Ice and Water Shield along bottom edge where meets flat roof.
6. Install heavy felt paper over deck, new ridgevents, soil stack flashings
7. Then shingle this side same as front side using 30yr Architectural Shingles.
8. Roof warranty 20 yr.

All material guaranteed as specified by material company. Any work done on roof except by **BRUCE W. JOHNSON** will void contract and all warranties. All payments due as specified in contract, late payments will be charged 10% per week.

Additional Terms.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Ten Thousand One Hundred Seventy Five Dollars
dollars (\$ 10,175.00).

Payment to be made as follows:

1 payment end of job.

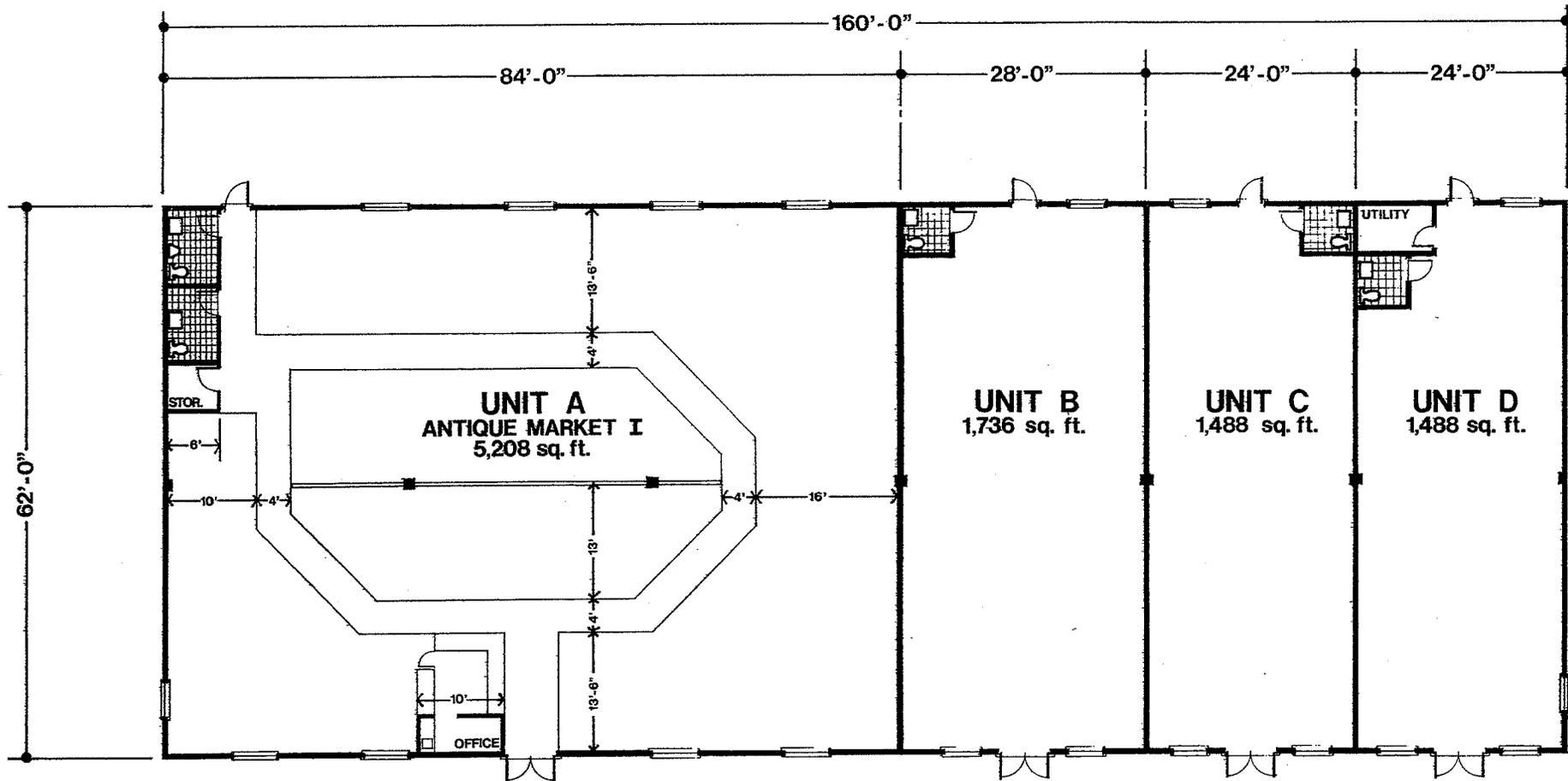
Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within _____ days.

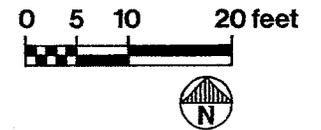
Acceptance of Contract:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____ Signature _____ Date _____



FLOOR PLAN



O L D S T. C H A R L E S P L A C E

(312) 377 - 0255

Photos – 11 N. 3rd St.

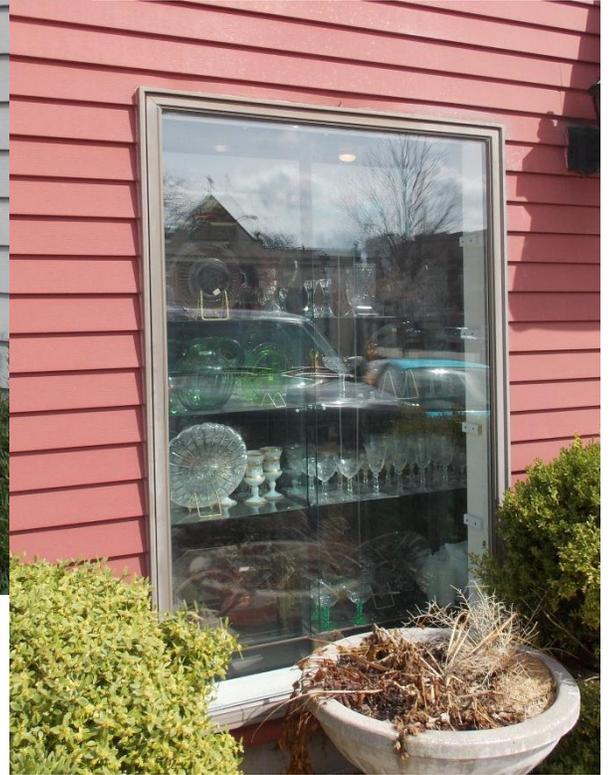


10 windows to be replaced



3 doors to be replaced









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

THIS AGREEMENT, entered into this 18th day of May, 2015, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name:	Terry F. Grove
Name of Business:	Old St. Charles Place
Tax ID#/Social Security #	336-30-3763
Address of Property to be Improved:	11 N. 3 rd St. Charles, IL 60174
PIN Number:	09-27-361-030

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 \$10,000 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 and Economic 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 and Economic 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 and Economic 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 and Economic 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 and Economic 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 Artisan Painting & Maintenance for wood trim replacement and painting: \$10,575
Proposal from Tri County Glass for door and window replacement: \$19,500
Proposal from Acclaim Sign Company for wall sign mount replacement: \$3,350
Proposal from Acclaim Sign Company for sign replacement: \$1,450
Proposal from Bruce W. Johnson for new roof: 10,175

Total Estimated Cost: \$45,050
Maximum Grant: \$20,000

 ST. CHARLES <small>SINCE 1834</small>		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 (5/11/15)				City Council			
Estimated Cost:	\$10,680			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 and painting of windows on the north and west elevations. The windows will be reglazed where required and repainted.</p> <p>A Façade Improvement Grant for \$15,000 was approved for the property in May 2014 for the repair and repainting of the windows on the south and east elevations.</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. The program budget for FY 15-16 is \$40,000. 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.</p> <p>However, properties listed on the National Register or locally designated landmarks can be eligible for an additional \$10,000 for the restoration of significant architectural features. The Hotel Baker is listed on the National Register and is a locally designated landmark.</p> <p>The Historic Preservation Commission reviewed the grant and determined that the windows are a significant architectural feature, and therefore the property is eligible to receive additional funds in excess of the \$20,000 limit. The Commission recommended approval on 4/15/15.</p> <p>The cost of the work is estimated at \$21,360 and the grant would cover up to \$10,680.</p>								
Attachments: <i>(please list)</i>								
Historic Preservation Commission recommendation, 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: 3g</i>					

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 5-2015

**A Resolution Recommending Approval of
A Façade Improvement Grant Application
(100 W. Main St. – Hotel Baker)**

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 100 W. Main St., 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 100 W. Main St., with the following supporting comments:

1. The windows are a significant architectural feature of the Hotel Baker and, as a designated historic landmark, the proposed window repair and repainting project should be eligible for additional funds as permitted by the Façade Improvement Grant program.

Roll Call Vote:

Ayes: Bobowiec, Malay, Norris, Pretz, Withey

Nays: None

Abstain: None

Absent: Gibson

Motion Carried.

PASSED, this 15th day of April, 2015.

Chairman

Received 4-10-15

**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 Salas (Hotel Baker)
(Name)

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

Business Address: 100 West Main St. St Charles IL 60174 630-584-2100
(Street) (City/State/Zip) (Phone)

Federal Tax ID Number: _____

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

100 West Main St.
(Street Address)
09-27-376-005
(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 type="checkbox"/> Painting | |
| <input type="checkbox"/> Other(Please Specify) _____ | |

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

Windows and fire escape painting

Preliminary Cost Estimate: \$ ~~28,960.00~~ City's Grant Amount: \$ _____

\$21,360.00

based on revised estimate
for windows only - RAJ 4/23/15.

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

REVISED

BID PROPOSAL

PROJECT: Hotel Baker – St. Charles Date: 4-20-15
Plan Date: None Includes: Addendum 0
Painting: 09900

Base Bid: \$ 21,360.00 Entire price for windows only

Alt \$40.00 To replace broken panes.

Includes: North Elevation and West Elevation - includes Rainbow Room and Trophy Room (?). Scrape old glaze out and re-glaze windows (approx 50%) where needed. Prime and paint. Includes lifts, permits etc.

-

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

Sincerely,

Jay Trapp

Hotel Baker – North Elevation (rear)



Hotel Baker – West Elevation





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

THIS AGREEMENT, entered into this 18th day of May, 2015, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name:	Joselito Salas
Name of Business:	Hotel Baker
Tax ID#/Social Security #	06-1705614
Address of Property to be Improved:	100 W. Main St., St. Charles, IL 60174
PIN Number:	09-27-376-005

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 **\$10,680** 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 and Economic 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 and Economic 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 and Economic 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 and Economic 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 and Economic 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, dated 4/20/15: \$21,360

Total Estimated Cost:	\$21,360
Maximum Grant:	\$10,680



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve a Corridor Improvement Grant for 700 E. Main Street (T&J, LLC.)

Presenter: Matthew O'Rourke

Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development (5/11/15)		City Council
	Public Hearing		

Estimated Cost:	\$5,405.00	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

T&J, LLC, represented by Jace Murray and Ellen Gallagher, owner of the building located at 700 E. Main Street has applied for a Corridor Improvement Grant for landscape improvements. The applicant is proposing to install new landscape features along the front facade of this building adjacent to E. Main Street. These features will enhance the E. Main Street corridor and add new interest at the intersection of E. Main Street and Seventh Ave.

The Corridor Improvement Commission reviewed the design and recommended approval of the grant on April 1, 2015. The City's share of the total project cost will be a maximum of \$5,405.00 for landscape materials.

Attachments: *(please list)*

Draft Corridor Improvement Agreement.
CIC Resolution 1-2015

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve a Corridor Improvement Grant for 700 E. Main Street (T&J, LLC.).

For office use only:

Agenda Item Number: 3h

City of St. Charles
CORRIDOR IMPROVEMENT AGREEMENT

700 E. Main Street
T&J, LLC. (Murray Commercial)

THIS AGREEMENT, entered into this 18th day of May, 2015, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated APPLICANT, to wit:

APPLICANT Name: **T&J, LLC. (Jace Murray)**

Address of Property to be Improved: **700 E. Main Street**

PIN Number(s): **09-27-463-006 and 09-27-463-005**

Property Owner's Name: **T&J, LLC.**

WITNESSETH:

WHEREAS, the CITY has established a **Corridor Improvement Program** to provide matching grants for landscaping and related improvements within the Randall Road, Main Street, Kirk Road, Lincoln Hwy, and Special Service Tax District SSA-1B corridors of the CITY; and

WHEREAS, T&J, LLC, APPLICANT, desires to install landscaping and related improvements to the above-described property that are eligible for reimbursement under the Corridor Improvement Program; and

WHEREAS, said Corridor Improvement Program is administered by the CITY with the advice of the Corridor Improvement Commission and is funded from the general fund for the purposes of improving the aesthetics of the commercial corridors of the CITY and preventing blight and deterioration; and

WHEREAS, the above-described property for which the APPLICANT seeks a grant is located within the area eligible for participation in the Corridor Improvement Program.

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

SECTION 1: The APPLICANT understands and agrees that only the cost of eligible

improvements located east of the right-of-way on parcels with the following PIN(s) 09-27-463-006 and 09-27-463-005 and landscape design fees associated with those improvements, shall be considered reimbursable as shown in Exhibit II and Exhibit III. The CITY will reimburse the APPLICANT up to 75% of the cost for landscape design services and up to 50% of the cost of labor, materials and equipment necessary to install landscaping and related improvements in accordance with the approved plans, specifications and cost estimates attached hereto as Exhibit "I" (the "Improvements"), but in no event more than the maximum amounts as defined below:

Landscape improvements cost: \$10,810.00 City's Share @ 50% up to a maximum of \$5,405.00

Labor by the APPLICANT ("sweat equity") is not a reimbursable expense. All Improvements shall be installed in accordance with Exhibit I, subject to minor revisions as may be approved by a representative of the Corridor Improvement Commission due to availability of landscape plants, field conditions not known at the time of design, and similar circumstances beyond the APPLICANT's control.

SECTION 2: The Director of Community & Economic Development, or designee, shall inspect the Improvements installed pursuant to this Agreement. Such inspection shall not replace any required permit inspections by the CITY. All work that is not in conformance with the approved plans and specifications shall be remedied by the APPLICANT and deficient or improper work shall be replaced and made to comply with the approved plans and specifications and the terms of this Agreement.

SECTION 3: Upon completion of the Improvements and upon their final inspection and approval by the Director of Community & Economic Development, or designee, the APPLICANT shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the Improvements 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 APPLICANT 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

CITY shall, within thirty (30) days of receipt of the contractor's statement, proof of payment and lien waivers, the landscape architect's statement, and “before” and “after” pictures of the property, reimburse the APPLICANT for the 50% of the actual construction and materials cost or the maximum amount specified in this Agreement, whichever is less, and for 75% of the landscape designer’s fee or the maximum amount specified in this Agreement, whichever is less.

At its sole discretion, CITY may reimburse APPLICANT in two payments. The first reimbursement may be made only

- 1) upon completion of Improvements representing 40% or more of the maximum reimbursement specified in Section 1 hereof and,
- 2) upon receipt by CITY of the landscape designer’s invoices, contractor's statements, proof of payment and notarized final lien waivers for the completed Improvements and,
- 3) upon a determination by the Director of Community & Economic Development, or designee, that the remainder of the Improvements are 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 APPLICANT. The second, final reimbursement payment shall be made by CITY only upon submittal of all necessary documents as described herein.

SECTION 4: All Improvements must be completed within 270 days after the approval of this Agreement by the City Council, unless otherwise authorized by the CITY. Extensions may be approved by the Director of Community Development, prior to the expiration of the said 270 days. Projects which have not received an extension and have not been completed within 270 days will not receive funding.

SECTION 5: If the APPLICANT or his contractor fails to complete the Improvements provided for herein in conformity with the approved plans and specifications and the terms of this Agreement, then upon written notice being given by the Director of Community & Economic Development to the APPLICANT, 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 Improvements pursuant to this Agreement and for a

period of five (5) years thereafter, the APPLICANT 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 APPLICANT 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 APPLICANT undertake any other changes, by contract or otherwise, to the Improvements provided for in this Agreement unless such changes are first approved by the Corridor Improvement Commission. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the Improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement.

If within the 5-year maintenance period plant materials are damaged by automobiles, wildlife, acts of nature, or stolen or any other cause, the APPLICANT shall install and pay for replacements.

OWNER agrees to provide regular maintenance of the property for a minimum of five years following completion of construction in a condition that is weed free, properly edged and mulched as specified in the original design, and maintained with the same type and quantity of plant material initially installed, unless a modification to the plan is approved by the Corridor Improvement Commission.

In the event of inadequate maintenance, the CITY shall give the owner reasonable notice of conditions to be corrected. In the event that substandard maintenance still exists after thirty (30) days, OWNER shall repay the CITY all grant funds received pursuant to this Agreement and pay all costs and fees, including attorney fees, of any legal action taken to enforce the maintenance of the Improvements.

SECTION 7: The APPLICANT 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 Corridor Improvement(s) which are the subject of this Agreement, including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The APPLICANT 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 Corridor improvement(s).

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

SECTION 9: This Agreement shall be binding upon the CITY and upon the APPLICANT and its successors and assigns with respect to the property on which the Improvements are installed, for a period of five (5) years from and after the date of completion and approval of the Corridor improvement provided for herein. It shall be the responsibility of the APPLICANT to inform subsequent owners and lessees of the provisions of this Agreement.

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

APPLICANT

PROPERTY OWNER
(if different from APPLICANT)

CITY OF ST. CHARLES: _____

Mayor

ATTEST: _____

City Clerk

Applicant contact information:

Phone: _____

Fax: _____

Email: _____

Property Owner's information, if different than applicant:

Phone: _____

Fax: _____

Email: _____

Exhibit I

The Corridor Improvement Grant Program will reimburse property owners for design consultant fees according to which of the three grant programs the property owner has applied for:

Corridor & Downtown Grants

Corridor Grants are chosen each year by the Corridor Improvement Commission and approved by the City Council. The grant recipient will pay for the first 25% of the design cost and the grant would pay up to a cap amount based upon linear footage of the property along the Corridor Roadway (Main, Kirk, Lincoln Highway, or Randall, SSA1B); as noted in the chart below:

Grant Funding for Design of Corridor Grants		
Linear Footage of Property on a Corridor Roadway (Main, Kirk, Randall, SSA1B)	Owner Pays	Commission will Pay
< 200 feet	First 25% of Total design Costs	Up to \$2,000
201 – 500 feet	First 25% of Total design Cost	Up to \$3,000
501 + feet	First 25% of Total design Cost	Up to \$4,000

Four Season Grants

The Corridor Improvement Program does not pay for design services. These grants provide up to \$1,000 for soil, labor, plant materials and mulch.



Exhibit II

Tecza Landscape Group, Inc.
 12N442 Switzer Road
 Elgin, IL 60124
 Ph: 847-742-3320 Fax: 847-742-3171

"Your First and Last Impression"™

Enhancement Services Agreement

March 18, 2015

Submitted To: Ellen Gallagher
 T&J, LLC
 c/o Murray Properties
 St. Charles, IL 60174

Project: 700 E. Main (T&J, LLC)
 700 East Main
 St. Charles, IL 60174

We Propose to furnish the following scope of work to complete the above mentioned project:

Westside

Description	Quantity	Unit
Removal of Declining and disposal	1.00	EA
Little Blue Stem	9.00	1 Gallon
Rose Knockout Shrub Rose	10.00	2 Gallons
Weigela Dark Horse	9.00	3 Gallons
Lilac Japanese Tree	1.00	6.0'
Outcropping Stone	9.00	EA

Beds Along ramp

Description	Quantity	Unit
Removal of Declining/Dead yews	1.00	EA
Maple Autumn Blaze	2.00	2.5" Cal
Outcropping Stone	9.00	EA
Yew Dense	20.00	24.0"
Lilac Miss Kim	7.00	5 Gallons
Prairie Drop Seed	9.00	1 Gallon
Daylily Happy Returns	21.00	1 Gallon

Bed at downstairs access

Description	Quantity	Unit
Removal of Declining Dead Yews	1.00	EA
Serviceberry Amelanchier	1.00	6.0'
Hydrangea Annabelle	7.00	18.0"
Daylily Happy Returns	7.00	1 Gallon
Salvia May Night	6.00	1 Gallon
Outcropping Stone	5.00	EA
Sedum Autumn Joy	9.00	1 Gallon
Lilyturf Creeping	11.00	1 Gallon

Fence and sign beds

Description	Quantity	Unit
Removal of Dead boxwoods	1.00	EA
Sedum Autumn Joy	20.00	1 Gallon
Outcropping Stone	4.00	EA
Prairie Drop Seed	6.00	1 Gallon
Daylily Happy Returns	8.00	1 Gallon
Geranium Max Frei Bloody Cranesbill	7.00	1 Gallon

CONTRACT TOTAL \$10,810

Terms & Conditions

PAYMENT: Purchaser shall make payment in full upon contract completion or proportional amount of completed work on a monthly basis. If purchaser fails to make payment after contract completion, any guarantee, expressed or implied herein, shall be null and void and purchaser shall pay interest on balance due and owing at the rate of 2% per month. Purchaser agrees to pay any expenses incurred by Tecza Landscape Group in collecting amounts due, including court costs, attorney fees, accrued interest and any other miscellaneous costs of collection.

GUARANTEE: All shrubs, trees and evergreens are guaranteed to be true to name. Any shrub, tree or evergreen which fails to survive for a period of twelve months after the date of planting will be replaced at no charge to the purchaser, except for supportive materials deemed necessary (i.e. soil amendments and drainage), provided the same has received reasonable care by purchaser. Replacements will be done on a one-time basis only at the request of the owner. This guarantee does not extend to damage resulting from vandalism, acts of God, animal or insect infestation, drought or over watering and does not extend to sod, seeding, annual flowers, perennial flowers or groundcovers which may be installed. This guarantee is null and void if purchaser fails to make payment upon contract completion.

NOTE: All prices quoted are based upon completion of work within 120 days of acceptance of this proposal. Should work extend beyond the 120 day period, through no fault of by Tecza Landscape Group, a review of prices shall occur and an increase of labor and materials will be assessed and become part of this contract.

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner must carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

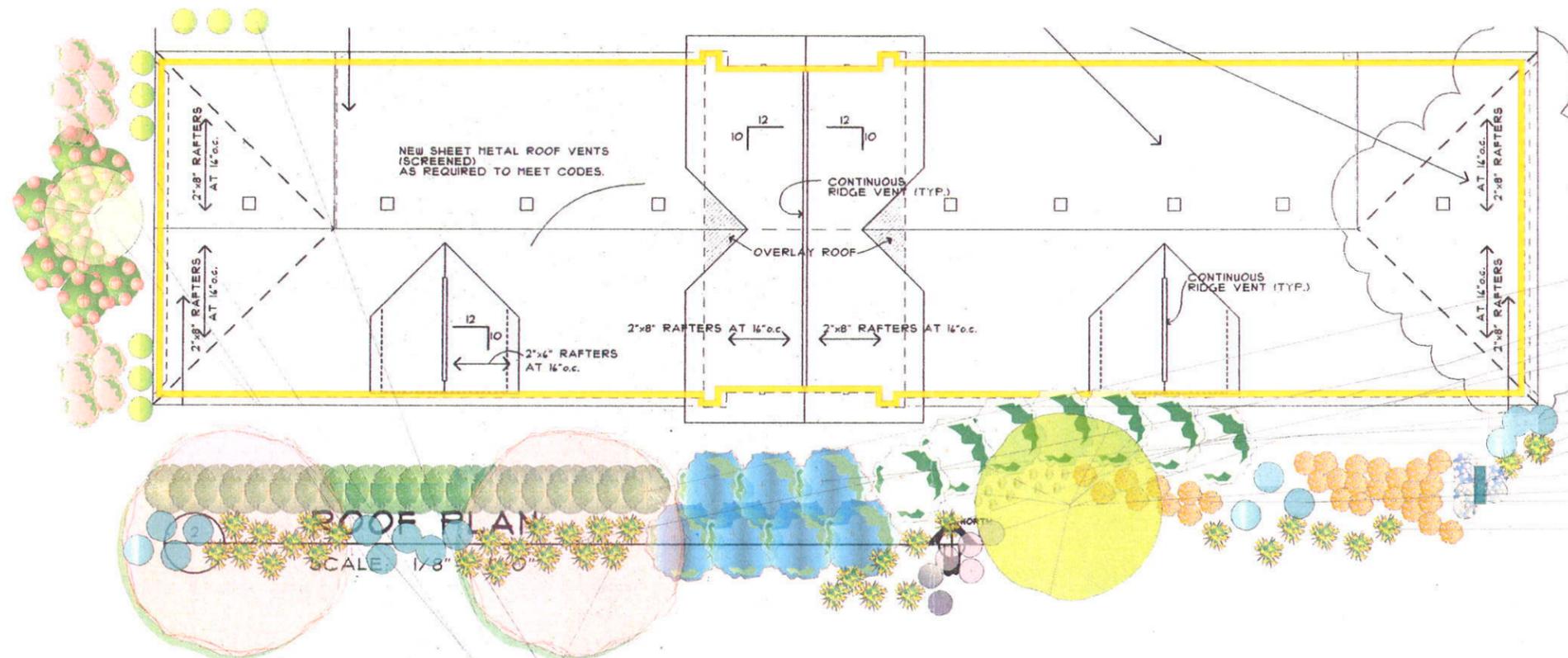
ACCEPTANCE OF PROPOSAL: the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

This contract will be considered null and void on without appropriate authorized signatures below.

By: _____ Date _____
Todd Muhr
Sales Representative
Tecza Landscape Group, Inc.

Accepted: _____ Date _____
Ellen Gallagher
As agent for:
700 E. Main (T&J, LLC)

Exhibit III



ROOF PLAN
SCALE 1/8" = 1'-0"

- 9-Prairie Dropseed
- 20-Stella De Oro Daylily
- 1-Ivory Silk Tree Lilac
- 10-Knock Out Rose (R)
- 9-Little Bluestem
- 9-Wine & Roses Weigela

- 20-Hick's Yew
- 7-Stella De Oro Daylily
- 6-May Night Sage
- 2-Shade Tree
- 11-Creeping Lily Turf
- 3-Prairie Dropseed
- 4-Stella De Oro Daylily
- 7-Max Frei Bloody Cranesbill
- 7-Miss Kim Lilac
- 7-Annabelle Hydrangea
- 20-Autumn Joy Stonecrop
- 1-Autumn Brilliance Serviceberry
- 3-Prairie Dropseed
- 9-Autumn Joy Stonecrop
- 6-Stella De Oro Daylily

Drawing Title T & J 700 E. Main St St Charles, IL	
Designer T. Muhr	Director [Blank]
Drawn By T. Muhr	Scale 1/8" = 1'
Date 08/30/2014	Drawing No. 700 E Main_L4 of 1
CAD File Name 700 E. Main St_L_4	

PLOTTED: 11-4-18

Exhibit IV
Agreement to Engage in Maintenance for Five Years

OWNER agrees to maintain the property in a condition substantially similar to the condition prevalent when final inspection is made by the City's Landscape Architect Consultant and approval is granted by the City's Community & Economic Development Director for a period of at least five (5) years. The property will remain weed free, properly edged and mulched, as specified in the original design, and maintained at a minimum with the same type and quantity of plan material initially installed unless a modification to the plan is brought to and agreed upon by the Commission.

In the event of substandard maintenance, the CITY shall give the owner reasonable notice of conditions to be corrected within thirty (30) days. In the event that substandard maintenance still exists, OWNER agrees to repay the CITY the monies initially allocated to the OWNER by the CITY and to pay all costs and fees, including attorney fees, of any legal action taken to enforce this maintenance agreement.

City of St. Charles, Illinois

Corridor Improvement Commission Resolution No. 1-2015

**A Resolution Recommending Approval of
A Corridor Improvement Grant Application**

(700 E. Main Street – T&J, LLC.)

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

WHEREAS, the Corridor Improvement Commission has reviewed the following Corridor Improvement proposal for: 700 E. Main Street; and

WHEREAS, the Corridor Improvement Commission finds approval of said Corridor Improvement proposal to be in the best interest of the City of St. Charles and provided the applicant complies with the specific conditions listed in Exhibit "A" attached hereto:

NOW THEREFORE, be it resolved by the St. Charles Corridor Improvement Commission to recommend to the City Council approval of the Corridor Improvement application listed above with the conditions listed in Exhibit "A".

Roll Call Vote:

Ayes: English, Schuetz, Kane, Dechene, Pietryla and Potts

Nays: None

Abstain: None

Absent: Hauser

Motion Carried.

PASSED, this 1st day of April, 2015.

Chairman

EXHIBIT A

REVIEW COMMENTS

1. Follow plan as presented. Any changes must be reviewed and approved by the Corridor Improvement Commission



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve a Corridor Improvement Grant for 2422 W. Main Street (KMK Global Investments, LLC.)

Presenter: Matthew O'Rourke

Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development (5/11/15)		City Council
	Public Hearing		

Estimated Cost:	\$4,749.00	Budgeted:	YES	X	NO
-----------------	------------	-----------	-----	---	----

If NO, please explain how item will be funded:

Executive Summary:

KMK Global Investments, LLC, represented by John Kunzer, owner of building located at 2422 W. Main Street has applied for a Corridor Improvement Grant for landscape improvements. The applicant is proposing to install and replace existing landscape features in the green space along W. Main Street and the island directly adjacent to the existing building.

The Corridor Improvement Commission reviewed the design and recommended approval of the grant on April 1, 2015. The City's share of the total project cost will be a maximum of \$4,647.50 for landscape materials and \$101.25 for design costs. The city's total contribution to the project shall not exceed \$4,749.00.

Attachments: *(please list)*

Draft Corridor Improvement Agreement.
CIC Resolution 2-2015

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve a Corridor Improvement Grant for 2422 W. Main Street (KMK Global Investment, LLC.).

For office use only:

Agenda Item Number: 3 i

City of St. Charles
CORRIDOR IMPROVEMENT AGREEMENT

2422 W. Main Street
KMK Global Investments, LLC. (John Kunzer)

THIS AGREEMENT, entered into this 18th day of May, 2015, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated APPLICANT, to wit:

APPLICANT Name: **KMK Global Investments, LLC. (John Kunzer)**

Address of Property to be Improved: **2422 W. Main Street**

PIN Number(s): **09-29-479-000**

Property Owner's Name: **KMK Global Investments, LLC.**

WITNESSETH:

WHEREAS, the CITY has established a **Corridor Improvement Program** to provide matching grants for landscaping and related improvements within the Randall Road, Main Street, Kirk Road, Lincoln Hwy, and Special Service Tax District SSA-1B corridors of the CITY; and

WHEREAS, KMK Global Investments, APPLICANT, desires to install landscaping and related improvements to the above-described property that are eligible for reimbursement under the Corridor Improvement Program; and

WHEREAS, said Corridor Improvement Program is administered by the CITY with the advice of the Corridor Improvement Commission and is funded from the general fund for the purposes of improving the aesthetics of the commercial corridors of the CITY and preventing blight and deterioration; and

WHEREAS, the above-described property for which the APPLICANT seeks a grant is located within the area eligible for participation in the Corridor Improvement Program.

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

SECTION 1: The APPLICANT understands and agrees that only the cost of eligible

improvements located east of the right-of-way on parcels with the following PIN(s) 09-29-479-000 and landscape design fees associated with those improvements, shall be considered reimbursable as shown in Exhibit II and Exhibit III. The CITY will reimburse the APPLICANT up to 75% of the cost for landscape design services and up to 50% of the cost of labor, materials and equipment necessary to install landscaping and related improvements in accordance with the approved plans, specifications and cost estimates attached hereto as Exhibit "I" (the "Improvements"), but in no event more than the maximum amounts as defined below:

Landscape improvements cost: \$9,295.02	City's Share @ 50% up to a maximum of \$4,749.00
Design Fee: \$135.00	City's Share @ 75% up to a maximum of \$101.75
Total Project Cost: \$9,430.00	City's Share up to a maximum of \$4,749.00

Labor by the APPLICANT ("sweat equity") is not a reimbursable expense. All Improvements shall be installed in accordance with Exhibit I, subject to minor revisions as may be approved by a representative of the Corridor Improvement Commission due to availability of landscape plants, field conditions not known at the time of design, and similar circumstances beyond the APPLICANT's control.

SECTION 2: The Director of Community & Economic Development, or designee, shall inspect the Improvements installed pursuant to this Agreement. Such inspection shall not replace any required permit inspections by the CITY. All work that is not in conformance with the approved plans and specifications shall be remedied by the APPLICANT and deficient or improper work shall be replaced and made to comply with the approved plans and specifications and the terms of this Agreement.

SECTION 3: Upon completion of the Improvements and upon their final inspection and approval by the Director of Community & Economic Development, or designee, the APPLICANT shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the Improvements 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 APPLICANT 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 CITY shall, within thirty (30) days of receipt of the contractor's statement, proof of payment and lien waivers, the landscape architect's statement, and "before" and "after" pictures of the property, reimburse the APPLICANT for the 50% of the actual construction and materials cost or the maximum amount specified in this Agreement, whichever is less, and for 75% of the landscape designer's fee or the maximum amount specified in this Agreement, whichever is less.

At its sole discretion, CITY may reimburse APPLICANT in two payments. The first reimbursement may be made only

- 1) upon completion of Improvements representing 40% or more of the maximum reimbursement specified in Section 1 hereof and,
- 2) upon receipt by CITY of the landscape designer's invoices, contractor's statements, proof of payment and notarized final lien waivers for the completed Improvements and,
- 3) upon a determination by the Director of Community & Economic Development, or designee, that the remainder of the Improvements are 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 APPLICANT. The second, final reimbursement payment shall be made by CITY only upon submittal of all necessary documents as described herein.

SECTION 4: All Improvements must be completed within 270 days after the approval of this Agreement by the City Council, unless otherwise authorized by the CITY. Extensions may be approved by the Director of Community Development, prior to the expiration of the said 270 days. Projects which have not received an extension and have not been completed within 270 days will not receive funding.

SECTION 5: If the APPLICANT or his contractor fails to complete the Improvements provided for herein in conformity with the approved plans and specifications and the terms of this Agreement, then upon written notice being given by the Director of Community & Economic Development to the APPLICANT, 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 Improvements pursuant to this Agreement and for a period of five (5) years thereafter, the APPLICANT 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 APPLICANT 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 APPLICANT undertake any other changes, by contract or otherwise, to the Improvements provided for in this Agreement unless such changes are first approved by the Corridor Improvement Commission. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the Improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement.

If within the 5-year maintenance period plant materials are damaged by automobiles, wildlife, acts of nature, or stolen or any other cause, the APPLICANT shall install and pay for replacements.

OWNER agrees to provide regular maintenance of the property for a minimum of five years following completion of construction in a condition that is weed free, properly edged and mulched as specified in the original design, and maintained with the same type and quantity of plant material initially installed, unless a modification to the plan is approved by the Corridor Improvement Commission.

In the event of inadequate maintenance, the CITY shall give the owner reasonable notice of conditions to be corrected. In the event that substandard maintenance still exists after thirty (30) days, OWNER shall repay the CITY all grant funds received pursuant to this Agreement and pay all costs and fees, including attorney fees, of any legal action taken to enforce the maintenance of the Improvements.

SECTION 7: The APPLICANT 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 Corridor

Improvement(s) which are the subject of this Agreement, including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The APPLICANT 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 Corridor improvement(s).

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

SECTION 9: This Agreement shall be binding upon the CITY and upon the APPLICANT and its successors and assigns with respect to the property on which the Improvements are installed, for a period of five (5) years from and after the date of completion and approval of the Corridor improvement provided for herein. It shall be the responsibility of the APPLICANT to inform subsequent owners and lessees of the provisions of this Agreement.

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

APPLICANT

PROPERTY OWNER
(if different from APPLICANT)

CITY OF ST. CHARLES: _____

Mayor

ATTEST: _____

City Clerk

Applicant contact information:

Phone: _____

Fax: _____

Email: _____

Property Owner's information, if different than applicant:

Phone: _____

Fax: _____

Email: _____

Exhibit I

The Corridor Improvement Grant Program will reimburse property owners for design consultant fees according to which of the three grant programs the property owner has applied for:

Corridor & Downtown Grants

Corridor Grants are chosen each year by the Corridor Improvement Commission and approved by the City Council. The grant recipient will pay for the first 25% of the design cost and the grant would pay up to a cap amount based upon linear footage of the property along the Corridor Roadway (Main, Kirk, Lincoln Highway, or Randall, SSA1B); as noted in the chart below:

Grant Funding for Design of Corridor Grants		
Linear Footage of Property on a Corridor Roadway (Main, Kirk, Randall, SSA1B)	Owner Pays	Commission will Pay
< 200 feet	First 25% of Total design Costs	Up to \$2,000
201 – 500 feet	First 25% of Total design Cost	Up to \$3,000
501 + feet	First 25% of Total design Cost	Up to \$4,000

Four Season Grants

The Corridor Improvement Program does not pay for design services. These grants provide up to \$1,000 for soil, labor, plant materials and mulch.

Exhibit II

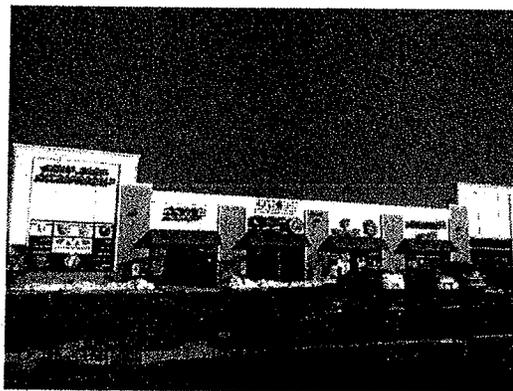
Financial Summary
for Corridor Improvement
2422 W. Main Street
St. Charles IL

Front Sign Area and West Island	\$ 5,176.53
Front of Building Facing Main St.	\$ 2,879.19
SW Island and West Island Tree	\$ 1,374.30
	=====
Project Total Materials + Labor + Fee	\$ 9,430.02
Less Design Fee in above	- \$ 135.00
	=====
Total Materials & Install Labor	\$ 9,295.02
Design Fee	\$ 135.00
Restated Total Project Total	\$ 9,430.02

(details of costs are provided in attached material and labor sheets for each area of proposed improvements)

2422 W. Main Street

St. Charles, IL



BID FROM: AMERICAN ARTISTS LANDSCAPING INC.

Date: 3/18/15

E-MAIL TO:
ATTN: KMK GLOBAL INVESTMENTS

RE: 2422 WEST MAIN ST
 St. Charles, IL

Project: (Front sign and west Island)

FROM: AMERICAN ARTISTS LANDSCAPING INC.

P.O. BOX 463
 Geneva IL, 60434

PHONE A.A.L. @: 1-877-954-7133 & amartwiz@gmail.com

We are pleased to submit the following bid:

**PERSONALLY SELECTED MATERIALS, CERTIFIED DELIVERY, AND
 PROFESIONALLY INSTALLED DESIGNS. THOROUGH CLEAN UP TO FOLLOW.**

MATERIALS

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
30.00	MIXED SHRUBS	38.00	\$1,140.00
99.00	MIXED PERENNIALS	8.97	\$888.03
10.00	MD & LG OUT CROPPING STONES	42.00	\$420.00
1.00	SEDUM FLAT	38.00	38.00
3.00	TON CORAL TIFF DEC STONE	201.00	603.00
0.50	LANDSCAPE BARRIER FABRIC	175.00	87.50
	ALL PLANT MATERIAL WILL HAVE A 1 YEAR WARRANTY FROM DATE OF PLANTING		
Materials total:			3,176.53

SERVICE

HOURS	DESCRIPTION	CHARGES	TOTAL
5.00	REMOVAL OF EXISTING PLANTS and retention wall	95.00	475.00
5.00	DELIVERY OF PLANTINGS AND STONE	75.00	375.00
7.00	INSTALLATION OF PLANTINGS	95.00	665.00
5.00	INSTALLATION OF MULCH, FABRIC, AND STONE	75.00	375.00
1.00	DISPOSAL OF ALL REMOVED PLANTS	110.00	110.00
Service total:			2,000.00
Total bid price:			5,176.53

ACCEPTED SIGNATURE:

Authorized Signature:

Price valid until: 6/14/15

BID FROM: AMERICAN ARTISTS LANDSCAPING INC.

Date: 3/18/15

E-MAIL TO:

ATTN: KMK GLOBAL INVESTMENTS

RE: 2422 WEST MAIN ST
St. Charles, IL

Project: (Front of Building)

FROM: AMERICAN ARTISTS LANDSCAPING INC.

P.O. BOX 463
Geneva IL, 60434

PHONE A.A.L. @: 1-877-954-7133 & amartwiz@gmail.com

We are pleased to submit the following bid:

Job Description:

PERSONALLY SELECTED MATERIALS, CERTIFIED DELIVERY, AND
PROFESSIONALLY INSTALLED DESIGNS. THOROUGH CLEAN UP TO FOLLOW.

MATERIALS

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
9.00	MIXED SHRUBS	38.00	\$342.00
102.00	MIXED PERENNIALS	8.97	\$914.94
24.00	MD & SM OUT CROPPING STONES	16.00	\$384.00
1.00	SEDUM FLAT	38.00	38.00
1.50	TON CORAL TIFF DEC STONE		
0.25	LANDSCAPE BARRIER FABRIC	201.00	301.50
	ALL PLANT MATERIAL WILL HAVE A 1 YEAR WARRANTY FROM DATE OF PLANTING	175.00	43.75
Materials total:			2,024.19

SERVICE

HOURS	DESCRIPTION	CHARGES	TOTAL
5.00	REMOVAL OF EXISTING PLANTS <i>soil, weed, and fertilizer</i>	95.00	475.00
0.00	DELIVERY OF PLANTINGS	0.00	0.00
4.00	INSTALLATION OF PLANTINGS	95.00	380.00
0.00	DISPOSAL OF REMOVED PLANTINGS	0.00	0.00
Service total:			855.00
Total bid price:			2,879.19

ACCEPTED SIGNATURE:

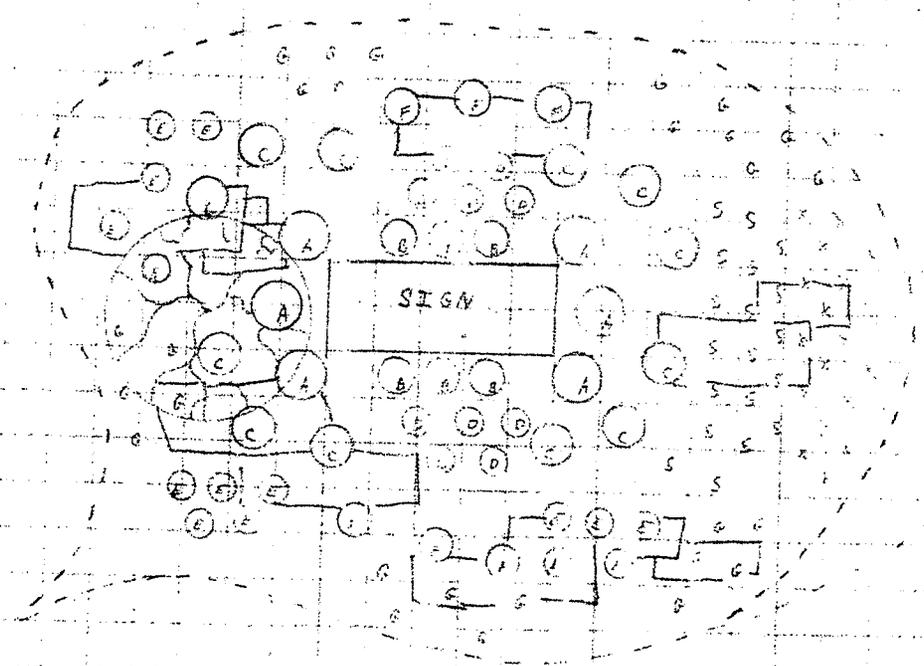
Authorized Signature:

Price valid until: 6/14/15

Exhibit III

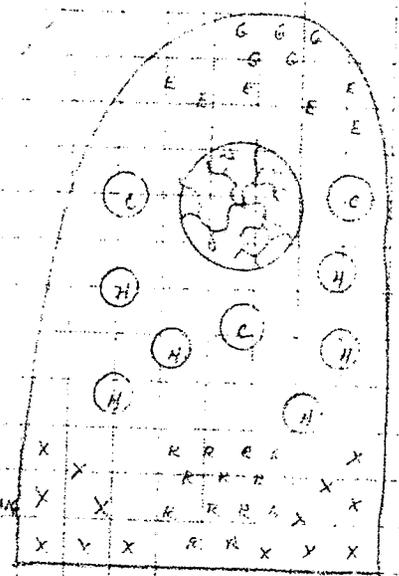
FRONT SIGN

- A₆ QUART BIRD BIRD
- B₆ HIDE 1 2 3
- C₁₂ KNIFE OUT ROSES
- D₁₀ PURRY CORNFLOW
- S₁₂ MAY NIGHT SANDY
- Y₁₂ STINA O' OPO DAY
- E₁₂ ANITA X DAY 20 0 0 0
- F₆ DUTCH LAUNDRY
- B₃₀ WALKERS LOW CATM
- ₁₀ OUTCROPPING STONE



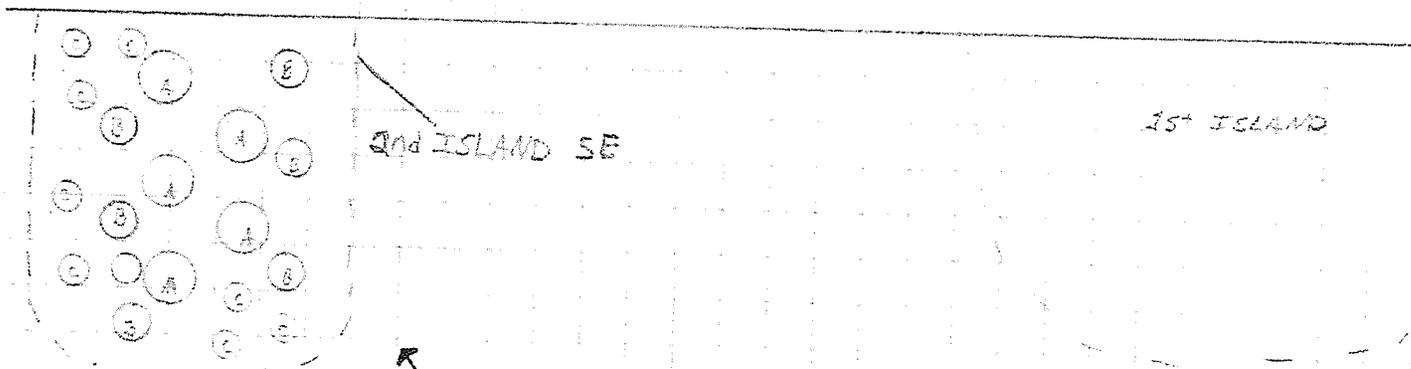
R₁ FLAT DAZZLEBERRY SEWING

H₆ FEATHER REED GRASS
Ruby



WEST ISLAND

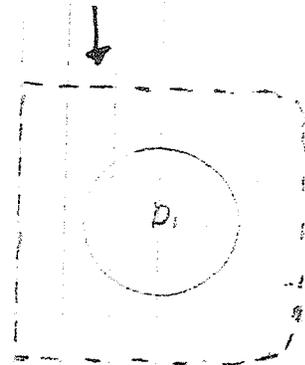
MAIN ST



*MISSING ISLAND

- A₅ KNOCK OUT ROSE BUSHES
- B₆ RUBY GRASSES
- C₉ STELLA C'ORDO DAYLIE
- D₁ SARGENT CRAB TREE (DEAD REPLACEMENT)

DEAD TREE REPLACEMENT



BUILDING

Exhibit IV
Agreement to Engage in Maintenance for Five Years

OWNER agrees to maintain the property in a condition substantially similar to the condition prevalent when final inspection is made by the City's Landscape Architect Consultant and approval is granted by the City's Community & Economic Development Director for a period of at least five (5) years. The property will remain weed free, properly edged and mulched, as specified in the original design, and maintained at a minimum with the same type and quantity of plan material initially installed unless a modification to the plan is brought to and agreed upon by the Commission.

In the event of substandard maintenance, the CITY shall give the owner reasonable notice of conditions to be corrected within thirty (30) days. In the event that substandard maintenance still exists, OWNER agrees to repay the CITY the monies initially allocated to the OWNER by the CITY and to pay all costs and fees, including attorney fees, of any legal action taken to enforce this maintenance agreement.

City of St. Charles, Illinois

Corridor Improvement Commission Resolution No. 2-2015

**A Resolution Recommending Approval of
A Corridor Improvement Grant Application**

(2422 W. Main Street – KMK Global Investments, LLC.)

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

WHEREAS, the Corridor Improvement Commission has reviewed the following Corridor Improvement proposal for: 2422 W. Main Street; and

WHEREAS, the Corridor Improvement Commission finds approval of said Corridor Improvement proposal to be in the best interest of the City of St. Charles and provided the applicant complies with the specific conditions listed in Exhibit "A" attached hereto:

NOW THEREFORE, be it resolved by the St. Charles Corridor Improvement Commission to recommend to the City Council approval of the Corridor Improvement application listed above with the conditions listed in Exhibit "A".

Roll Call Vote:

Ayes: English, Schuetz, Kane, Dechene, Pietryla and Potts

Nays: None

Abstain: None

Absent: Hauser

Motion Carried.

PASSED, this 1st day of April, 2015.

Chairman

EXHIBIT A

REVIEW COMMENTS

1. Follow plan as presented. Any changes must be reviewed and approved by the Corridor Improvement Commission