

AGENDA
CITY OF ST. CHARLES
PLANNING & DEVELOPMENT COMMITTEE
ALD. TODD BANCROFT – CHAIRMAN
MONDAY, JUNE 8, 2015 - 7:00 PM
CITY COUNCIL CHAMBERS
2 E. MAIN STREET

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. INFORMATION SYSTEMS DEPARTMENT**
 - a. Recommendation to approve contract with Client First Consulting for Migration and Implementation of Lotus Notes/Domino to Microsoft Outlook/Exchange.
- 4. COMMUNITY & ECONOMIC DEVELOPMENT**
 - a. Corridor Improvement Commission recommendation to approve a Corridor Improvement Grant for 1302 E. Main St. (Valley Lube).
 - b. Corridor Improvement Commission recommendation to approve a Corridor Improvement Grant for 1520 E. Main St. (Super 8 Hotel – St. Charles Hotel Enterprises).
 - c. Plan Commission recommendation to approve a PUD Preliminary Plan for 1850 Bricher Road. (St. Charles Commercial Center PUD).
 - d. Consideration of transfer of City-owned property for the Operation Finally Home Project and authorize the filing of subdivision applications for the project.
 - e. Plan Commission recommendation to approve a Final Plat of Subdivision and Plat of Vacation for First Street Phase 3 Resubdivision (First St. Redevelopment PUD).
- 5. ADDITIONAL BUSINESS**
- 6. EXECUTIVE SESSION**
 - Personnel
 - Pending Litigation
 - Probable or Imminent Litigation
 - Property Acquisition
 - Collective Bargaining
- 7. ADJOURNMENT**



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to approve contract with Client First Consulting for Migration and Implementation of Lotus Notes/Domino to Microsoft Outlook/Exchange
Presenter:	Steve Weishaar

Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$153,695	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

The City has been using Lotus Notes as its email and calendaring system for 18 years. While it has been a stable platform and served the City well, we have determined that it has reached the end of its useful life. Interoperability with other systems, manageability, and cost are a few reasons why a migration to Microsoft Exchange/Outlook is recommended.

Microsoft Exchange integrates seamlessly with many of the applications the City currently uses and will add a number of features not currently available through Lotus Notes. In keeping with the goal of simplification of our technology infrastructure, day to day administration of Outlook will be less complex than that of Notes. Outlook annual maintenance fees are also lower than those of Notes so the City will save more than \$16,000 annually in software fees alone. In addition to the migration from Notes, the project addresses the replacement of our email journaling and spam filtering systems with Barracuda devices, saving the City an additional \$6000 annually.

The IS Department issued an RFP in April for assistance in performing the migration from Lotus Notes to Microsoft Outlook. We received three responses. ClientFirst's proposal was selected as the one that most closely met the City's requirements while maintaining a competitive price point. IS Department staff has worked with ClientFirst on a number of other projects and is comfortable with the project team members they have selected. Staff is confident that ClientFirst will meet all of our requirements.

Attachments: *(please list)*

Client First Master Services Agreement and Statement of Work

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve contract with Client First Consulting for Migration and Implementation of Lotus Notes/Domino to Microsoft Outlook/Exchange

<i>For office use only:</i>	<i>Agenda Item Number: 3a</i>
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May 28, 2015

STATEMENT OF WORK

LOTUS NOTES TO MICROSOFT EXCHANGE MIGRATION AND IMPLEMENTATION

Presented to



ST. CHARLES
SINCE 1834

Client Locations
Coast-to-Coast

Practice Locations
Illinois
California
Minnesota
North Carolina

1.800.806.3080

May 28, 2015

Peggy Forster
Director of Information Systems
City of St. Charles
2 E. Main Street
St. Charles, IL 60174

Re: Statement of Work for Lotus Notes to Microsoft Exchange Migration and Implementation

Dear Ms. Forster:

CLIENTFIRST Technology Consulting is pleased to provide the City of St. Charles with our *Statement of Work for Lotus Notes to Microsoft Exchange Migration and Implementation* per your RFP *Lotus Notes to Microsoft Exchange Migration and Implementation* dated April 3, 2015.

Work will be executed in accordance with this Statement of Work, our Request for Proposal Response and the standing Master Services Agreement.

We have been providing technology management and support services to local government agencies for 10 years. Our practice managers have been working together for over 15 years.

Methodology and Approach – *CLIENTFIRST* utilizes industry best practices for IT support services, assessments, strategic planning, and project implementations. We customize our approach to meet each client's specific needs in a practical way.

True Independence – *CLIENTFIRST* is completely independent and unbiased in its analysis and recommendations. We do NOT resell software or employ implementers or programmers for software solutions.

Full Service – *CLIENTFIRST* has a broad range of consultants who are specialists in IT infrastructure and applications specific to public agencies. These individuals are highly skilled and certified technicians, designers, and engineers specializing in all aspects of IT applications and infrastructure.

CLIENTFIRST is committed to providing high-quality, timely consulting for the City's computer systems in accordance with the scope of work outlined by your Staff. It is our understanding that we would provide a fully functional, highly resilient Exchange 2013 environment for the City of St. Charles. This includes conversion of electronic mail, calendars, and other ancillary systems from the existing Lotus Notes platform to the Exchange environment.

Please contact us with any questions regarding this Statement of Work. I can be reached at 847.598.0345 or tjakobsen@clientfirstcg.com. We appreciate the continued opportunity to serve the City of St. Charles as one of our many satisfied clients.

Sincerely,



Tom Jakobsen
Senior Partner
IT Support and Infrastructure Practice Leader

OVERVIEW

Project Implementation and Objectives

The goal for the Lotus Notes to Microsoft Exchange Migration and Implementation project is to create a balanced approach to message system access, remote accessibility, and business continuity. In order to achieve this goal, the following will be employed:

1. 2 Exchange servers acting as Client-Access Servers (standard license)
2. 2 Exchange servers acting as Hub Transport and Email Servers, and Archiving Database providers (Standard License)
3. Client First recommends that a load balancer be implemented to create a redundant connection to email should a transport link or service fail between server locations.
4. Redundancy via your current replication software to your backup facility.
5. Off-site backups executed using your current backup software.

Migration

Migration objectives include the transfer of the Lotus Domino messaging system data to the new Exchange Server messaging system, and the transfer of Journaling and Archive data from your current Evault system to the new Journaling and Archive Appliance.

Pre-Deployment Testing

Per the City's request, prior to deployment of the Exchange Environment, the Microsoft Exchange Server Jetstress 2013 Tool will be used to make sure that the storage needs and network will support the deployment.

Process Overview

The email migration process is one of setup, testing, adjusting and testing again. This will be performed in a virtual lab environment to work out any issues in the process of converting message data.

1. A new Exchange Server and messaging system will be installed, including migration software and hardware for load balancing, archiving and legal search.
2. If requested, coexistence links will be established and tested.
3. Once tested and upgraded, a virtual copy of the environment will be created as a test lab.
4. Encryption on the Domino system, if employed, will be disabled and any encrypted messages will be decrypted prior to conversion.

5. Trial runs will be performed in the test lab and logs will be gathered to indicate any issues with certain messages or mailboxes that need correcting.
6. Once any issues are worked out, a trial period will be established for coexistence if this is the chosen route by the City.
7. Following will be the trial period where the IS personnel selected will have their mailboxes moved and tested. Both mail systems will be available at the same time.
8. During this period, specific end-user and resource mailbox requirements will be reviewed once more and a checklist will be established for each user.
9. Backup Jobs for the new system will be created and tested.
10. After testing and issue resolution has been completed the new mail system and related equipment will be brought on line live and tested.
11. Backups of the new system will be tested and verified.
12. Mail delivery will be changed to be received by the new Exchange Server message system.
13. Outlook and Mobile access will be deployed.
14. Training of the Administrators and End-Users will occur during the deployment phase.
15. Continued testing and monitoring of all systems brought on line.
16. Migration of Journal/Archival data to the new Mail Archive and Journaling appliance.
17. Documentation of Project/Processes, Mail System and Training.

Exchange Licensing Model Proposed

We propose using a licensing model that will allow Exchange to migrate between Server Nodes in the Clusters at-will. This requires SA licensing.

Exchange Server Licensing Standard vs. Enterprise:

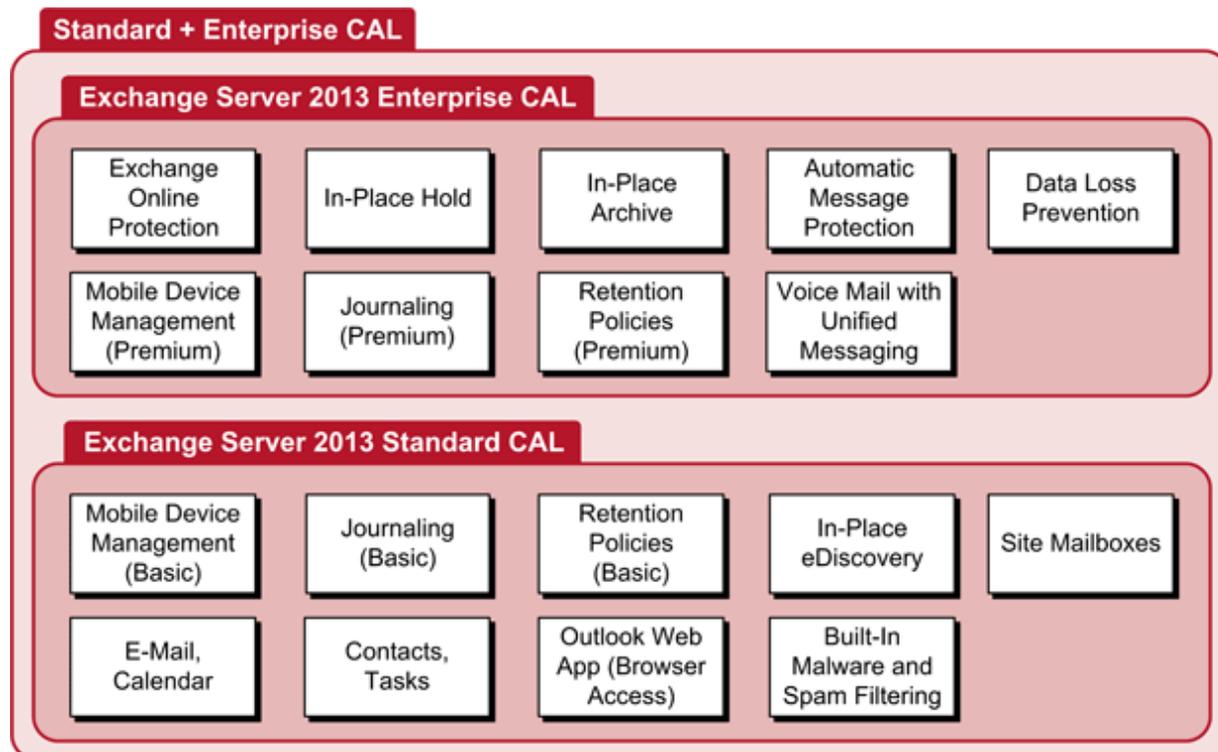
Exchange server standard allows for up to five databases for email and public folders.

Exchange Standard server deployment with two mailbox servers will allow up to five databases per server. Using a best practices method, this will allow up to ten Terabytes of Email Storage. Should the City not feel this is sufficient, two Exchange Enterprise Servers can be deployed instead allowing for 100 databases per server.

ClientFirst recommends the Standard License and to use Mail Archiving/Cleanup to a third-party device, should storage exceed 10 TB. Another benefit to using the Standard License is that, should disk capacity allow, a third DAG member may be employed at CST or City Hall, eliminating the need for a Quorum Server.

Exchange server client access licenses:

Exchange Server Enterprise Client Access Licenses must be purchased to take advantage of the full Exchange experience. This includes utilizing Unifies Messaging with the City's Cisco VoIP system.



Mail Delivery Appliances/Software

Barracuda Spam/Antivirus Appliance

In keeping with the City's migration toward Barracuda products, including the Web Filter and Load Balancer, ClientFirst recommends the use of the Barracuda Spam Firewall Anti-Spam/Antivirus appliance, which allows for up-front scanning of email messages prior to delivery. The device also includes the Outlook 2010 client for encrypting email messages to outside senders.

Barracuda Mail Archiver

In keeping with the City's migration toward Barracuda products, ClientFirst recommends the use of the Barracuda Message Archiver for its usefulness and simplicity to operate and maintain.

Kemp Load Balancer

Kemp has been performing load balancing for applications, and especially Exchange Server CAS arrays, for years. Load Balancing accomplishes outside connectivity in the event that a CAS server fails on the interior.

This should not be confused with a Link Balancer, which is used for redundant ISPs. The load balancer balances and provides redundant links to applications.

Evault Migration

Software for Migration for the current Evault Journaling database will be via TransVault. The importance here is that all meta data is preserved including conversation threads for the purposes of e-discovery. Simply exporting to .PST files for imports will not accomplish this feat using simple export tools.

PROJECT SCHEDULE

Project Management and Scheduling

Day One: Kick-Off Meeting

We will outline the project on a whiteboard once more, and create a scope of action plan. Then a mutually agreed schedule of events will be developed.

Project Meetings

Each week a conference call with the Project Lead, Project Manager, and IS staff will be conducted and is estimated to last thirty to sixty minutes. An additional meeting between the Project Leader and the IS staff representative will follow to review specific project items and action steps for the coming week.

IS Staff Assistance

Staff assistance will range from two to five hours per week to make necessary network changes and configuration changes in order to assist in the migration process. Such tasks may include network VLAN changes, permission changes, and Domino administration tasks.

Migration Day

The IS staff should anticipate four days of Help Desk and deployment assistance during the week of migration. ClientFirst will supplement the staff so that there is one person per department on the day of changeover, and up to two days after, to assist with immediate Help Desk and troubleshooting.

TRAINING

Exchange and Outlook Training

Administrative training for IS personnel will be through a combination of on-site and computer-based Lead Training. This will include how to manage your Exchange Server Environment, Outlook Setup, Backup, and Restoration. An agenda for training the Administrators follows on these pages.

End-User Training

End-user training is the most critical function during a migration. User's buy-in to the system helps to keep morale high during the transition.

There are two types of end users. The primary day-to-day user utilizes email and the calendar to manage their day. Then, there are the power users who, not only use the more advanced features of Outlook, but are also delegates to their manager's email box and book appointments, tasks, and document work for others. Many times these are the administrative assistants and power-user managers.

Train the Trainer

A trainer from the City will attend the first two trainings of the basic and the advanced so that training may be split between ClientFirst and the City Trainer.

PRICING

Professional Services: Implementation, Testing, Project Management, Training and Support				\$ 70,240.00
Hardware & Appliances & Certificate				\$ 13,055.98
Total Software Costs dependent on selection of Migration and optional Coexistence Software - One will be selected by the City of St. Charles				
Software - Option Vendor A migration software				\$ 56,425.50
Software - Option Vendor A migration with coexistence and additional implementation cost				\$ 66,883.50
Total Project Costs depending on Option Selected by the City:		Option A		\$ 139,721.48
		Option A - coexist		\$ 150,179.48

The Professional Services Costs are on a not-to-exceed basis, unless additional training or support are requested by the City of St. Charles.

Accepted by		
City of St. Charles		
_____ Signature	_____ Date	
_____ Name and Title (print)		

Accepted by		
ClientFirst Consulting Group, LLC		
_____ Signature	_____ Date	
_____ Name and Title (print)		

**ClientFirst Consulting Group, LLC and City of St. Charles, IL
Master Service & Support Agreement**

This Master Services and Support Agreement (the “Agreement”), effective as of the ___ day of _____, 2015 (“Effective Date”), is by and between ClientFirst Consulting Group, LLC (ClientFirst), with an office at 999 Plaza Drive, Suite 320, Schaumburg IL 60173 and the City of St. Charles, IL (“City”), with administrative offices located at 2 East Main Street, St. Charles, IL 60174.

Client First and the City agree to the following terms and conditions:

1. Services and Services Agreements:

1.1 This MSA shall apply each time the City engages ClientFirst to provide services. All services provided by ClientFirst will be in accordance with the terms and conditions of this agreement and one or more Services Agreements. The Services Agreements may consist of a Statement of Work, RFP response, Purchase Order, and/or other mutually agreed upon documents.

1.2 All services shall be provided in a professional and workmanlike manner, by individuals qualified by experience and/or training, in full compliance with all applicable laws and regulations, and will meet or exceed industry standards, pursuant to the schedule agreed upon by ClientFirst and the City and detailed in the Services Agreement. The City reserves the right to approve all individuals providing services pursuant to this Agreement. Client First agrees to cause its employees and agents to comply with all applicable City policies and procedures, including but not limited to those relating to the City’s computer security and information systems policies, at all times while on the City’s premises or in the course of providing services pursuant to this Agreement.

1.3 In the event of a conflict between the terms in a Services Agreement and the MSA, the terms of these documents will be interpreted according to the following order of precedence: (1) Services Agreements and (2) the MSA.

2. Fees and Payment:

Services will be billed according to the fees and schedule as set forth in the Services Agreement. In the absence of payment terms in the Services Agreement, the following payment terms will apply: Payment is due within 30 days of receipt of the invoice.

3. Access

The City agrees to be responsible for providing appropriate access to systems and programs at the City, and to provide accurate and timely information for ClientFirst to proceed with scheduled work. The City and ClientFirst agree that the full cooperation of both parties is necessary to enable the Project to meet expectations.

4. Mutual Not to Hire

Acknowledging the investment of both parties in the development of their employees, both parties agree not to hire any employee of the other party active during the term of this agreement and for a period of 12 months from its completion without prior written permission of the injured party. Employment shall be defined as the offering of part-time or full-time employment or other form of compensation. Penalty for breach of this clause by either party shall be in an amount equal the estimated first year compensation of the hired individual.

5. Indemnification.

5.1 ClientFirst and the City shall each indemnify and hold the other harmless (except to the extent the indemnified party is compensated by insurance) against all losses, claims, damages, or liabilities arising out of or based on damage to property of the indemnified party or its subcontractors or suppliers, or bodily injury or death of any employee of the indemnified party or its subcontractors or suppliers, caused by or related to the performance of work under or pursuant to this Agreement, provided that the property damage, personal injury, or death does not result from the sole negligence of the indemnified party.

5.2 ClientFirst will defend, indemnify, and hold harmless the City from and against any and all claims that any work performed by ClientFirst under the terms of this Agreement infringes on any patent, copyright, or other intellectual property right, including intellectual property rights of a third party, and foreign patents held to be enforceable in the United States, and will satisfy any judgment, including payment of any fines, damages, or other monetary award or penalty of any nature resulting from any adverse final judgment issued by a court of competent jurisdiction or which is included as part of any settlement that ClientFirst pre-approves in writing provided that the City promptly notifies ClientFirst in writing of such claim, gives ClientFirst reasonable cooperation, information, and assistance in connection with it, and consents to ClientFirst’s sole control and authority with respect to the defense, settlement, or compromise of the claim.

6. Insurance

ClientFirst will ensure the following amounts and types of insurance coverage in conjunction with the work performed under this contract.

<i>Coverage</i>	<i>Limits</i>	
Automobile Liability	\$1,000,000 single limit	Combined
Commercial General Liability	\$1,000,000 \$2,000,000	Per occurrence General aggregate

All Commercial General Liability policies must include Blanket Contractual coverage and Broad Form Vendors’ Liability coverage.

Workers' Compensation	\$500,000	Per accident
(Employers' Liability)	\$500,000	Disease limit
	\$500,000	Each Disease

ClientFirst will provide certificates of insurance to the City's Purchasing Manager prior to beginning performance.

7. Limitation of Liability

7.1 ClientFirst warrants that qualified personnel will perform services provided under this Agreement in a professional manner.

7.2 In any event, the total liability of ClientFirst to the City for any claim under this Agreement, whether it arises by statute, contract or otherwise, will not exceed the amounts paid to ClientFirst by the City under this Agreement, which form the subject of the claim. The foregoing limit does not apply to (i) death or personal injury arising from negligence of ClientFirst employees or subcontractors, or (ii) in respect of all forms of loss, intentional as well as negligence including accidental loss of or damage to tangible property, to the extent caused by the negligence of ClientFirst, its employees or subcontractors. In the event of accidental loss of or damage to tangible property, to the extent caused by the negligence of ClientFirst, its employees or subcontractors, the limit of liability is the maximum of insurance policy coverage..

8. Confidential Information

8.1 In the course of their dealings, the parties may disclose to one another confidential information relating to their business ("Confidential Information"). Neither party will disclose the other party's Confidential Information to any third party without the prior written consent of the other party, nor will a party make use of any of the other party's Confidential Information except in the performance of rights or obligations under this Agreement. Each party will use at least the same degree of care to avoid disclosure of the other party's Confidential Information as it uses with respect to its own Confidential Information, but in no event shall less than reasonable care be used.

8.2 Confidential Information does not include information: (a) generally available to or known to the public, (b) previously known to the recipient without any obligation of confidentiality, (c) independently developed by the recipient outside the scope of this Agreement without any use of the other party's Confidential Information, (d) lawfully disclosed to the recipient by a third party under no obligation of confidentiality, or (e) disclosed pursuant to a valid court order, subject to applicable law, or as required by a judicial court or tribunal of competent jurisdiction.

9. Warranty

ClientFirst warrants that each Services Agreement shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures and practices and in conformance with generally accepted and professional standards for the completion of such Services Agreement prevailing at the time. Further, ClientFirst represents and warrants that each Services Agreement shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes expected by this agreement.

Product warranties and return policies are provided by the respective manufacturers or publishers of the products sold under this agreement and ClientFirst makes no warranties whatsoever with regard to third party products.

10. Termination

The initial Term of this Agreement shall be for one (1) year from the Effective Date and shall automatically renew at the end of each yearly term, unless terminated as provided herein. In the event that the Term expires before the term of any Purchase Order executed pursuant to this Agreement, the Term shall be extended to the expiration date of the Purchase Order.

10.1 Termination for Cause by City

The City may, subject to the clause titled "Force Majeure," by written notice of default to ClientFirst, terminate the Agreement or a Services Agreement in whole or in part if ClientFirst fails to:

- (1) Maintain the staffing levels as outlined in the Services Agreement, deliver the service deliverables, or to perform the Services Agreement within the time specified in the Services Agreement or any amendment thereto; or
- (2) Make progress, so that the lack of progress endangers performance of the Services Agreement.

Notwithstanding the foregoing, City's right to terminate this Agreement may only be exercised if ClientFirst does not cure such failure within a reasonable period of time after receiving written notice from City.

10.2 Termination for Cause by ClientFirst.

ClientFirst may, subject to the clause titled "Force Majeure", "by written notice of default to City, terminate the Agreement, or Services Agreement in whole or in part if City fails to: (i) Perform the tasks outlined in the Services Agreement, provide the staffing levels outlined in the Services Agreement, and maintain the timelines specified in the Agreement or any amendments thereto; (ii) Make timely payments as described in this Agreement; or (iii) Perform any of the other provisions of this Agreement. ClientFirst's right to terminate this Agreement may be exercised if the failure constitutes a material breach of this Agreement and if City does not cure such failure within a reasonable period of time after receiving written notice from ClientFirst.

10.3 Party Obligations.

If any Services Agreement or Change Order is terminated for cause, City may require ClientFirst to deliver to City, as directed by the City, any:

- (a) Completed service Deliverables;
- (b) Partially completed service Deliverables; related to the terminated portion of this Agreement; and
- (c) Any plans, working papers, forms, documentation formats, etc. created as part of the Services and necessary for understanding the service Deliverables. Upon direction of the City, ClientFirst shall also protect and preserve property in its possession in which the City has an interest. City shall pay Agreement prices for completed services rendered and expenses incurred prior to the date of termination. Failure to agree will constitute a dispute under the Dispute Resolution clause.

10.4 Remedies.

If, after termination, it is determined by a final ruling in accordance with the Dispute Resolution clause that ClientFirst was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

10.5 Termination for Convenience.

A Services Agreement or Services Change Order Form may be terminated in whole or in part, by City in accordance with this Section whenever it is determined that such termination is in the best interest of City, which termination shall be effective at 11:59 p.m. on the intended date of termination (the "Termination Date"), after the City shall have delivered to ClientFirst a notice specifying the extent to which provision of Services under the Agreement are terminated ("Notice of Termination for Convenience"), and the date upon which such termination will become effective, which shall not be less than 30 days from the date of notice.

- a) Obligations. After receipt of a Notice of Termination for Convenience, and except as directed by City, ClientFirst shall promptly proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. ClientFirst shall:
 - (i) Stop work as specified in the Notice of Termination for Convenience; and
 - (ii) Place no further subcontracts for materials, Services, or facilities, except as necessary to complete any continuing portion of the Agreement; and
 - (iii) Terminate all subcontracts to the extent they relate to the work terminated; and (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.

- b) Remedies. In the event of all or any partial termination of the Services Agreement under this Section, ClientFirst shall be entitled to the unpaid compensation for services actually rendered, and expenses incurred, up to and including the applicable Termination Date, on a time and materials basis, at an hourly rate not to exceed the rate set forth in the Services Agreement, for each of ClientFirst's personnel that performed the unpaid services in connection with the services Deliverables that were delivered and the tasks that were performed under the Services Agreement. City shall also return any sums held back as retainage from the compensation previously paid to ClientFirst within 30 days of the termination date. If within sixty (60) days following the Termination Date, the parties have not agreed upon the amount of services rendered as of the Termination Date or the amount of such additional payments, then the issue will be treated as a dispute under this Agreement.

10.6 Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure. Force Majeure is defined as an event or circumstance beyond the reasonable control of a party that prevents or delays that party's ability to perform its obligations under this agreement, including Acts of God, strikes and labor disputes, fires, floods, earthquakes, power or telecommunications failure or interruption, war, riots, Internet slowdown or failures, insurrection or civil disturbances and personal incapacity including illness or death, but excludes a lack of money, credit, or financing. Force majeure shall not be allowed unless:

- a) Within five (5) business days of the occurrence of force majeure, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.
- b) Within ten (10) business days after the cessation of the force majeure event, the party whose performance was delayed shall provide the other party written notice of the time at which force majeure ceased and a complete explanation of all pertinent events pertaining to the entire force majeure situation.

Either party shall have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph shall not relieve City of its responsibility to pay for services and goods provided to City and expenses incurred on behalf of City prior to the effective date of termination.

11. Dispute Resolution.

In the event of any dispute or disagreement between the parties which does not require immediate legal relief, whether with respect to the interpretation of any provision of the Agreement, or with respect to the performance of either party hereto each of the parties will have their respective Project Managers meet for the purpose of endeavoring to resolve such dispute or negotiate for an adjustment to such provision. If a resolution to such dispute does not occur during such meeting or within three (3) business days thereafter, the parties agree to elevate the dispute to a meeting of the Executive Sponsor and ClientFirst's Managing Partner. If a resolution to such dispute does not occur during such meeting or within three (3) business days thereafter, the parties agree to elevate the dispute to the President level of ClientFirst and the City's Manager. If ClientFirst and City are unable to reach a mutually agreeable resolution after such meeting, either party may institute a legal action.

12. Additional Services.

For a period of twenty-four (24) months from the Effective Date of the Agreement, City may elect to have ClientFirst perform services that are not specifically described in the Services Agreement but are related to the project or are the result of an emergency, in which event ClientFirst shall perform such new services on a time-and-materials basis, at a daily rate not to exceed that found in the Services Agreement for each of the ClientFirst Personnel assigned to perform such Services. ClientFirst shall commence performing the applicable New Services promptly upon receipt of written approval from the City. New Services performed by ClientFirst after the expiration of such twenty-four (24) month period will be billed to City at then-current rates unless such new services are for the Lawson SAM module, in which case the services required for that module will be at the same rate as in the current Services Agreement. New Services will be billed as provided, except as otherwise mutually agreed.

13. Change Orders

If City requires the performance of services that are not then being performed, or requires a change to the existing services, City's Project Manager shall deliver to ClientFirst's Project Manager a Change Request specifying the proposed work with sufficient detail to enable ClientFirst to evaluate it. ClientFirst, within five (5) business days, or longer as may be mutually agreed between the parties, following the date of receipt of such Change Request, shall provide City with an evaluation of the Change Request and a written proposal containing the following: a detailed description of the employees required to perform the requested Services; specifications (if applicable); implementation plans, with implementation to commence not later than thirty (30) days after approval thereof, subject to the availability of ClientFirst personnel, unless otherwise mutually agreed; the timeframe for performance; acceptance criteria; the price for such performance based on the applicable charges set forth in this Agreement; and payment milestones including retention. All Change Orders shall be governed by the terms and conditions of this Agreement, including the daily rates for services, unless mutually agreed in writing

otherwise. Within the reasonable timeframe specified in ClientFirst's proposal, which timeframe shall not be less than ten (10) business days from the Project Manager's receipt of such Change Request (the "Response Period"), City shall notify ClientFirst in writing if City elects to proceed with the Change Request (then becoming the "Change Order"). If, within the Response Period, the City gives notice to ClientFirst not to proceed, or fails to give any notice to ClientFirst, then the Change Request shall be deemed withdrawn and ClientFirst shall take no further action with respect to it. ClientFirst shall promptly commence performing the Services described in the Change Request upon ClientFirst's receipt of a Change Order during the Response Period, subject to the availability of ClientFirst personnel unless otherwise mutually agreed. ClientFirst acknowledges that any Change Order that affects the total cost of the project is subject to the City's policies and that the Response Period must provide adequate time for City's consideration. City acknowledges that such Change Orders may affect the implementation schedule and Go-Live Dates, which will be changed by mutual agreement.

All changes and/or extra work shall be performed and paid for in accordance with the following:

- a) Only City's Project Manager may authorize extra and/or changed work, and will be approved via the Change Order process described in this Agreement. ClientFirst expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of ClientFirst to secure City's Project Manager's authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and ClientFirst thereafter shall be entitled to no compensation whatsoever for performance of such work.
- b) If ClientFirst is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, it shall promptly notify City of the fact. City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that City determines that such work does constitute extra work, it shall provide a Change Order as outlined above.
- c) In the event City determines that such work does not constitute extra work, ClientFirst shall not be paid extra compensation above that provided herein and if such determination is made by City, said determination may be appealed in accordance with the dispute resolution section herein.

14. General

14.1 All notices pursuant to this Agreement will be in writing and given by hand delivery, electronic mail with confirmed receipt, registered mail, or certified mail (postage prepaid) to the other party at the address appearing herein. The City will promptly give written notice of any change in its address or addressee. Notices will be deemed to be received on delivery or the 5th business day after mailing.

14.2 No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights

under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach.

14.3 If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

14.4 This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and assigns. Either party may assign or otherwise transfer its rights under this Agreement to a third party (“assignment”) on the condition that (a) the third party delivers to the non-assigning party a duly executed document agreeing to be bound by this Agreement and (b) the assignment is part of a bona fide internal corporate reorganization or an arm’s length commercial transaction. City must approve any assignment prior to its execution by ClientFirst.

14.5 This Agreement and any matters relating to it, will be governed, construed and interpreted in accordance with the laws applicable in the State of Illinois and Kane County. Any litigation shall only be filed in Kane County, Illinois.

14.6 Non-appropriation. If City should not appropriate or otherwise make available funds sufficient to implement the services provided for in this Agreement, the City may unilaterally terminate this Agreement only upon thirty (30) days written notice to ClientFirst. Upon termination, City shall remit payment for all services delivered to City and all expenses incurred by ClientFirst prior to ClientFirst's receipt of the termination notice

14.7 This Agreement and the attached Services Agreement represents the entire understanding and agreement between the City and ClientFirst with respect to services, and it supersedes all prior negotiations, commitments and understandings, verbal or written. This Agreement may only be amended or otherwise modified by written agreement signed by the authorized signatories of both parties

City of St. Charles, IL

ClientFirst Consulting Group, LLC

By: _____
(signature)

By: _____
(signature)

(printed name & title)

(printed name & title)

Date: _____

Date: _____



AGENDA ITEM EXECUTIVE SUMMARY

Title: Corridor Improvement Commission Recommendation to Approve a Corridor Improvement Grant for 1302 E. Main Street (Valley Lube)

Presenter: Matthew O'Rourke, Economic Development Division

Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development (6/8/15)		City Council
	Public Hearing		

Estimated Cost:	\$2,070.00	Budgeted:	YES	X	NO	
-----------------	------------	-----------	-----	---	----	--

If NO, please explain how item will be funded:

Executive Summary:

Valley Lube, represented by Linda Stuart, located at 1302 E. Main Street has applied for a Corridor Improvement Grant. The applicant is proposing to install new landscape features at the Northwest corner of E. Main Street and 13th Avenue on the Valley Lube property. The application is proposing to locate a new freestanding sign in this location and landscape materials. This sign is being proposed to replace their previous sign that was removed to comply with the City's sign amortization regulations.

The Corridor Improvement Commission reviewed the design and recommended approval of the grant on May 6, 2015. The total project costs are \$2,070.00 and the City's share of the total project cost will be a maximum of \$1,035.00.

Attachments: *(please list)*

Draft Corridor Improvement Agreement.
CIC Resolution 3-2015

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve a Corridor Improvement Grant for 1302 E. Main Street (Valley Lube).

For office use only:

Agenda Item Number: 4a

City of St. Charles
CORRIDOR IMPROVEMENT AGREEMENT

1302 E. Main Street
Valley Lube

THIS AGREEMENT, entered into this 15th day of June, 2015, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated APPLICANT, to wit:

APPLICANT Name: **Linda Stuart and Mike Logsdon**

Address of Property to be Improved: **1302 E. Main Street**

PIN Number(s): **09-27-430-020**

Property Owner's Name: **KREMPEL CONTRACTING CO.**

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, Linda Stuart and Mike Logsdon, APPLICANT(S), 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) 09-27-430-020 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: \$2,070.00 City's Share @ 50% up to a maximum of \$1,035.00

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

(if

PROPERTY OWNER

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:

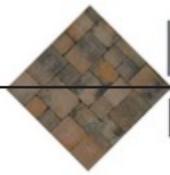
Corridor & Downtown Grants

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.



ROCK SOLID HARDSCAPES

DESIGN • BUILD • MAINTAIN
(630) 302-0052

Exhibit II

Scope of Landscape Corridor Grant for Valley Lube by Hardscapes Landscape

Panicum Virgatum

Cottoneaster "Hessei" Per concept revised

MAY 25, 2015

Plantings: \$120

Boulder rock planter:

asphalt augered for two-three plants \$370

liner with blocking \$250

black dirt filled \$250

riverrock boulder boarder & labor \$1,080

Valley Lube proposal: \$2,070

Mike Tomachek, Owner



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 28, 2015 01:58 PM



0 20 40 Feet

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Powered by Precision GIS

Mike Logsdon Owner Pit Stop
1302 East Main Street, St. Charles, IL
847-830-3671
mf197@sbcglobal.net

6'



LANDSCAPE GRANT FOR
STONE BASE, STONE, PLANTER DEVELOPMENT
AND SHRUBS.

8' Landscape as product available: (1)
Panicum virgatum "Prairie Fire or Northwind
(2) Cottoneaster "Hessei" 18-24" if available
starter sedum on rocks

7'



GRADE

lindaSTUART
630-377-0070
stuartln@aol.com

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. 3-2015

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

(1302 E. Main Street – Valley Lube)

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: 1302 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, Hauser, Kane, Dechene, and Potts

Nays: None

Abstain: None

Absent: Schuetz and Pietryla

Motion Carried.

PASSED, this 6th day of May, 2015.

Chairman

EXHIBIT A

REVIEW COMMENTS

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



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Corridor Improvement Commission Recommendation to Approve a Corridor Improvement Grant for 1520 E. Main Street (Super 8 Hotel - St. Charles Hotel Enterprises)
Presenter:	Matthew O'Rourke, Economic Development Division Manager

Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development (6/8/15)		City Council
	Public Hearing		

Estimated Cost:	\$2,650.00	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

Super 8 Hotel, represented by Linda Stuart and owner by St. Charles Hotel Enterprise, LLC., located at 1520 E. Main Street has applied for a Corridor Improvement Grant for landscape improvements. The applicant is proposing to install new landscape features and replace dead vegetation along their property frontage on E. Main Street.

The Corridor Improvement Commission reviewed the design and recommended approval of the grant on May 6, 2015. The total cost of the improvements is \$2,650.00 and the City's share of the total project cost will be a maximum of \$1,325.00.

Attachments: *(please list)*

Draft Corridor Improvement Agreement.
CIC Resolution 4-2015

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve a Corridor Improvement Grant for 1520 E. Main Street (Super 8 Hotel - St. Charles Hotel Enterprises).

<i>For office use only:</i>	<i>Agenda Item Number:</i> 4b
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City of St. Charles
CORRIDOR IMPROVEMENT AGREEMENT

1502 E. Main Street
Super 8 Hotel (St. Charles Hotel Enterprise, LLC.)

THIS AGREEMENT, entered into this 15th day of June, 2015, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated APPLICANT, to wit:

APPLICANT Name: **Linda Stuart and St. Charles Hotel Enterprise, LLC.**

Address of Property to be Improved: **1520 E. Main Street**

PIN Number(s): **09-26-326-026 and 09-26-326-027**

Property Owner's Name: **St. Charles Hotel Enterprise, 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, Linda Stuart and St. Charles Hotel Enterprise, LLC., APPLICANT(S), 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) 09-26-326-026 and 09-26-326-027 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: \$2,650.00 City's Share @ 50% up to a maximum of \$1,325.00

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

(if

PROPERTY OWNER

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:

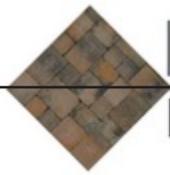
Corridor & Downtown Grants

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.



ROCK SOLID HARDSCAPES

DESIGN • BUILD • MAINTAIN
(630) 302-0052

Exhibit II

May 25, 2015

Scope of Landscape Corridor Grant for Super 8 by Hardscapes Landscape

Burning Bush	(6-10) plus fertilizer and install depending on available size	\$900
--------------	---	-------

Red Regillis Grow Low sumac Bangel Genista Lydia Select	(1-3) plus fertilizer and install	\$750
--	-----------------------------------	-------

Yellow Lily or Homerocalis "Happy Returns" Day Lily	(10) plus fertilizer and install	\$450
--	----------------------------------	-------

remove: (1) dead tree (6) dead bushes		\$550
--	--	-------

Super 8 Project \$2,650

Mike Tomachek, Owner



Exhibit III



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 28, 2015 01:55 PM



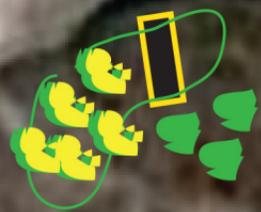
0 40 80 Feet

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Powered by Precision GIS



Super 8 - 1520 East Main Street
Westerly entrance and directional sign

-  Rhus aromatica "grow low"
-  Homero callis "Happy Returns"
-  Day lily
fire bush



Behind the end of the
Retaining wall on Super 8
property





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. 4-2015

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

(1520 E. Main Street – Super 8 Hotel)

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: 1520 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, Hauser, Kane, Dechene, and Potts

Nays: None

Abstain: None

Absent: Schuetz and Pietryla

Motion Carried.

PASSED, this 6th day of May, 2015.

Chairman

EXHIBIT A

REVIEW COMMENTS

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



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Plan Commission recommendation to approve a PUD Preliminary Plan for 1850 Bricher Rd. (St. Charles Commercial Center PUD)
Presenter:	Ellen Johnson

Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development – (6/8/15)		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, 1850 Bricher Rd., is located within the St. Charles Commercial Center PUD. A PUD Preliminary Plan for the existing car wash facility was approved in 2002. That facility is now vacant.

CIMA Developers, applicant, is seeking approval of a new PUD Preliminary Plan to redevelop the site to accommodate a multi-tenant commercial building. The proposal includes:

- Demolition of the existing car wash facility.
- Construction of a three-unit, approx. 5,000 sq. ft. commercial building.
- Parking in the front and rear of the building.
- Retain the existing cross-access between the properties to the east and west.
- Add a two-way access drive at the southwest corner.

Required frontage, parking lot, and building foundation landscaping.

Plan Commission Recommendation

The Plan Commission reviewed this application and unanimously recommended approval on 6/2/15.

Attachments: *(please list)*

Plan Commission Resolution, Staff Report, Application for PUD Preliminary Plan; Plan documents

Recommendation / Suggested Action *(briefly explain):*

Plan Commission recommendation to approve a PUD Preliminary Plan for 1850 Bricher Rd. (St. Charles Commercial Center PUD).

<i>For office use only:</i>	<i>Agenda Item Number: 4c</i>
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City of St. Charles, Illinois
Plan Commission Resolution No. 6-2015

**A Resolution Recommending Approval of a PUD Preliminary Plan for 1850
Bricher Road (St. Charles Commercial Center PUD) (CIMA Developers)**

Passed by Plan Commission on June 2, 2015

WHEREAS, it is the responsibility of the St. Charles Plan Commission to review PUD Preliminary Plans; and

WHEREAS, the Plan Commission has reviewed the PUD Preliminary Plan for 1850 Bricher Road (St. Charles Commercial Center PUD) (CIMA Developers) received April 27, 2015; and

WHEREAS, the Plan Commission finds said PUD Preliminary Plan to be in conformance with the St. Charles Commercial Center PUD Ordinance No. 1982-Z-6 and amendments, and all applicable requirements of the Zoning Ordinance, subject to resolution of any outstanding staff review comments.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to the City Council approval 1850 Bricher Road (St. Charles Commercial Center PUD) (CIMA Developers) PUD Preliminary Plan received April 27, 2015, contingent upon the resolution of all staff comments prior to City Council action.

Voice Vote:

Ayes: Wallace, Schuetz, Kessler, Macklin-Purdy, Pretz, Spruth, Frio

Nays: None

Absent: Holderfield, Doyle

Motion Carried.

PASSED, this 2nd day of June 2015.

Chairman
St. Charles Plan Commission

Community and Economic Development
 Planning Division

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



Staff Report

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

FROM: Ellen Johnson, Planner

RE: PUD Preliminary Plan for 1850 Bricher Rd. (St. Charles Commercial Center PUD)

DATE: June 5, 2015

I. APPLICATION INFORMATION:

Project Name: 1850 Bricher Rd.

Applicant: CIMA Developers, Inc.

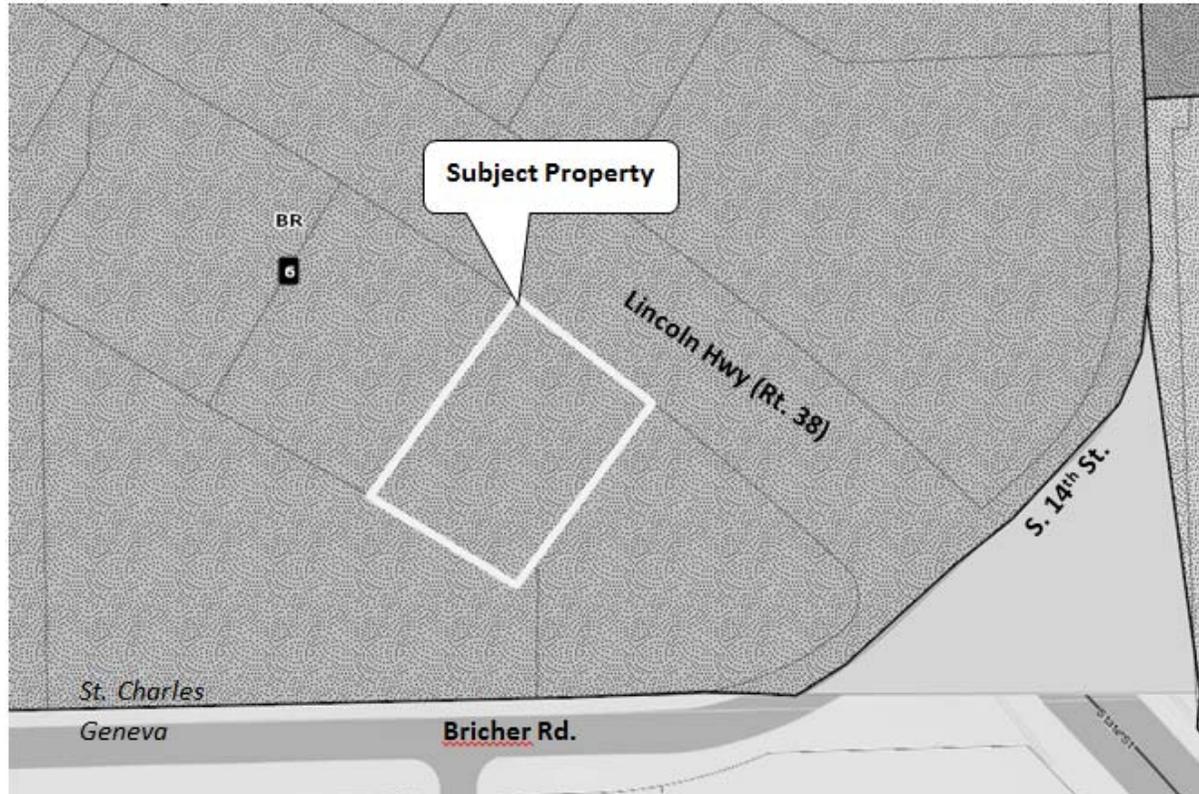
Purpose: PUD Preliminary Plan for a proposed multi-tenant commercial building in the St. Charles Commercial Center PUD (former Jaw's Car Wash)

General Information:		
Site Information		
Location	1850 Bricher Rd. (Rt. 38 frontage)	
Acres	0.77 acre	
Applications	PUD Preliminary Plan	
Applicable Zoning Code	Ch. 17.14 Business and Mixed Use Districts Ch. 17.24 Off-Street Parking, Loading & Access	
Sections and PUD Ordinance	Ch. 17.26 Landscaping and Screening Ordinance 1982-Z-6 "An Ordinance Rezoning Property to the R-4 Multiple Residence District and the B-3 Service Business District and Granting a Special Use as a PUD for the St. Charles Commercial Center Property"	
Existing Conditions		
Land Use	Commercial (vacant car wash)	
Zoning	BR- Regional Business (PUD)	
Zoning Summary		
North	BR- Regional Business (PUD)	Commercial
East	BR- Regional Business (PUD))	Commercial (gas station)
South	BR- Regional Business (PUD)	Vacant
West	BR- Regional Business (PUD)	Commercial (Suburban Tire)
Comprehensive Plan Designation		
Neighborhood Commercial		

Aerial



Zoning



II. BACKGROUND

Property History

The subject property, 1850 Bricher Road, fronts Rt. 38 and is adjacent to the BP gas station on the corner of Rt. 38 and Bricher Road. The property contains a vacant car wash facility.

The property is located within the St. Charles Commercial Center PUD. As such, development of the property is regulated under Ordinance No. 1982-Z-6 “An Ordinance Rezoning Property to the R-4 Multiple Residence District and the B-3 Service Business District and Granting a Special Use as a PUD for the St. Charles Commercial Center Property”.

A PUD Preliminary Plan to develop the property as a car wash was approved in 2002 under Resolution 2002-22 “A Resolution Approving the PUD Preliminary Plan for Gibson Car Wash (St. Charles Commercial Center PUD)”. The car wash is no longer in operation.

Proposal

CIMA Developers, applicant, is proposing to redevelop the site for the purpose of constructing a multi-tenant commercial building. Approval of a new PUD Preliminary Plan is required to ensure compliance with the PUD ordinance and applicable provisions of the Zoning Ordinance.

The proposal includes the following:

- Demolition of the existing car wash facility.
- Construction of a three-unit, approx. 5,000 sq. ft. commercial building fronting Rt. 38.
- A total of 36 parking spaces; 24 spaces in front of the building and 12 spaces in back.
- Retain the existing cross-access with the gas station to the east and the Suburban Tire to the west.
- Convert the existing rear access drive at the southeast corner of the property to a one-way access (entry only).
- Add a two-way access drive at the southwest corner of the property.
- Required street frontage, parking lot, and building foundation landscaping.
- Outdoor dining area on the east side of the building.
- Sidewalk along the front and west sides.
- New monument sign.

III. STAFF ANALYSIS

Staff has performed an analysis of the submitted PUD Preliminary Plan to identify any deficiencies with the proposal as it relates to the standards established in the St. Charles Commercial Center PUD and City Code Title 17 (Zoning Ordinance). The following is a description of staff’s analysis.

A. PROPOSED USES

A restaurant, liquor store, and other retail use are proposed to occupy the three-unit building. These uses are permitted uses in the St. Charles Commercial Center PUD (Ordinance No. 1982-Z-6).

B. ZONING STANDARDS

The property is zoned BR- Regional Business District and is located within the St. Charles Commercial Center PUD. Staff has reviewed the submitted plans vs. the requirements of the Zoning Ordinance and PUD. The following table summarizes that review:

Category	STC Commercial Center PUD / Zoning Ordinance Standard	Proposed
Lot Width	None	151.06 ft.
Building Setbacks:		
<i>Front (Rt. 38)</i>	30 ft.	88 ft.
<i>Side (east)</i>	15 ft.	10 ft.*
<i>Side (west)</i>	15 ft.	30 ft.
<i>Rear</i>	30 ft.	67.5 ft.
Parking Setbacks:		
<i>Front (Rt.38)</i>	20 ft.	20 ft.
<i>Side (east)</i>	None	5 ft.
<i>Side (west)</i>	None	2.5 ft.
<i>Rear</i>	None	0 ft.
Building Coverage	30%	17%
Building Height	40 ft.	18 ft.
Parking Stall Size	9' x 18' OR 9'x16' w/ 2 ft. bumper overhang	9' x 16' w/ 2 ft. bumper overhang; 9'x17' w/1 ft. bumper overhang; 9'x18'
Drive-Aisle Width	12' (One Way), 24' (Two Way)	12' (One Way Portion); 24' (Two Way Portion)
Parking Requirement	26 spaces (1 restaurant, 2 retail) Restaurant: 10 spaces per 1,000 sf Retail: 4 spaces per 1,000 sf	36 spaces

*The required side yard setback in the BR Regional Business District is 15 ft. The proposed east side yard setback is 10 ft. Section 2.I Yards of Ordinance No. 1982-Z-6 (St. Charles Commercial Center PUD) states,

“No yard or setback shall be less than the requirements of the Zoning Title or as shown in Exhibit ‘B’, as the case may be, unless the City Council shall have determined otherwise at the time of approval of the preliminary plan.”

At the time the original PUD Preliminary Plan was approved in 2002, an 8 ft. setback was approved on the east side. Staff has determined that, due to the ordinance language, an 8 ft. setback was established and may continue. Therefore, the 10 ft. setback meets the requirements established by the PUD.

Staff Comments

- The submitted plans comply with all setback, bulk, and parking requirements.

C. LANDSCAPING

A landscape plan has been submitted for the property. The table below compares the submitted plan to the requirements of **Ch. 17.26 Landscaping and Screening**.

Category	Zoning Ordinance Standard	Proposed
Overall Landscape Area	15%	15.2%
Interior Parking Lot Landscape Area	10%	10.6%
Bldg. Foundation Landscaping		
<i>Front wall</i>	75%	80%
<i>Remaining walls</i>	50%	65.6% (including paver patio)
<i>Width of planting beds</i>	8 ft.	8 ft.
Public Street Frontage Landscaping	75%	88%
Monument Sign Landscaping	3 ft. around sign	4+ ft. around sign

Staff Comments

- The submitted plan meets all landscaping requirements, including the number and species of plantings.

D. BUILDING ARCHITECTURE

The proposed architectural elevations meet the requirements of **Section 17.06.030 Standards and Guidelines – BL, BC, BR, & O/R Districts**. Brick is proposed as the predominant wall material on all sides of the building. A stone belt course wraps around the building at the height of the storefronts, as does a stone sill about 3 ft. high. Brick piers extending 3 ft. from the building are spaced between the storefronts on the front and side elevations. The storefronts are silver aluminum with clear glass.

Staff Comments

- Staff has suggested that awnings be added over the front entrances to provide additional articulation and to protect patrons from the elements. As an alternative, a cornice could be added.

E. SIGNAGE

Two monument signs are proposed: one near the front entrance on Rt. 38 and one near the rear entrance. Per the PUD ordinance, only one monument sign per lot is permitted. In lieu of the monument sign in the rear, building wall signage may be placed on the back of the building to provide visibility from Bricher Road.

All signage will require building permit approval. The architectural elevations indicate space on the front of the building where wall signage may be placed.

F. LIGHTING

The submitted photometric plan complies with the requirements of **Section 17.22.040 Site Lighting**.

G. ENGINEERING REVIEW

The applicant has revised the plans to comply with most engineering comments. The revised plans are currently under review. Any outstanding comments will need to be addressed prior to City Council approval.

IV. RECOMMENDATION

Staff recommends approval of the application for PUD Preliminary Plan, contingent upon compliance with staff comments.

V. ATTACHMENTS

- Application for a PUD Preliminary Plan; received 4/27/15
- PUD Preliminary Plan (revised); received 5/27/15

CITY OF ST. CHARLES

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

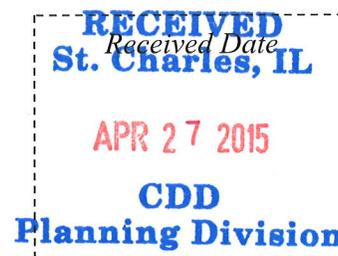


COMMUNITY & ECONOMIC DEV./PLANNING DIVISION

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

PUD PRELIMINARY PLAN APPLICATION

For City Use	
Project Name:	<u>1850 Bricher Rd.</u>
Project Number:	<u>2015</u> -PR- <u>008</u>
Application Number:	<u>2015</u> -AP- <u>013</u>



To request approval of a PUD Preliminary Plan, complete this application and submit it with all required plans and attachments to the Planning Division. Normally this application will track with an application for Special Use for a PUD, unless a Special Use for a PUD has previously been granted and no amendment is necessary.

When the application is complete staff will distribute the plans to other City departments for review. When the staff has determined that the plans are ready for Plan Commission review, we will place the PUD Preliminary Plan on a Plan Commission meeting agenda.

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:	<u>1850 BRICHER ROAD ST. CHARLES, IL</u>	
	Parcel Number (s):	<u>09-33-377-004-0000</u>	
	Proposed PUD Name:	<u>BRICHER RD. DEVELOPMENT</u>	
2. Applicant Information:	Name	<u>CIMA DEVELOPERS, INC.</u>	Phone <u>(630) 653-1760</u>
	Address	<u>381 E. ST. CHARLES ROAD</u>	Fax <u>(630) 653-2335</u>
		<u>CAROL STREAM, IL 60188</u>	Email <u>dsoltis@cimadevelopers.org</u>
3. Record Owner Information:	Name	<u>ANGEL ASSOCIATES, LP.</u>	Phone <u>(630) 668-0141</u>
	Address	<u>381 E. ST. CHARLES ROAD</u>	Fax <u>(630) 668-9114</u>
		<u>CAROL STREAM, IL 60188</u>	Email <u>mospina@thepridestores.com</u>

Please check the type of application:

- New proposed PUD- Planned Unit Development** (Special Use Application filed concurrently)
- Existing PUD-Planned Unit Development**
 - PUD Amendment Required for proposed plan (Special Use Application filed concurrently)

Subdivision of land:

- Proposed lot has already been platted and a new subdivision is not required.
- New subdivision of property required:
 - Final Plat of Subdivision Application filed concurrently
 - Final Plat of Subdivision Application to be filed later

Attachment Checklist:

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

Note: The City Staff, Plan Commission, or City Council, may request other pertinent information during the review process.

APPLICATION FEE: Application fee in accordance with Appendix B of the Zoning Ordinance. (\$500)

REIMBURSEMENT OF FEES AGREEMENT:

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

REIMBURSEMENT OF FEES INITIAL DEPOSIT:

Deposit of funds in escrow with the City. 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.

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

~~X~~ **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.

~~X~~ **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.

~~X~~ **ENDANGERED SPECIES REPORT:**

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.

~~X~~ **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 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.

~~X~~ **SITE/ENGINEERING PLAN:**

PRELIMINARY ENGINEERING PLANS – DRAWING REQUIREMENTS/CHECKLIST:

Complete the attached checklist and ensure that all required information is included on the Preliminary Engineering Plans:

1. Accurate boundary lines with dimensions
2. Existing and proposed easements: location, width, purpose
3. Streets on and adjacent to the tract: Name and right-of-way width, center line elevation, and culverts
4. Location, size, shape, height, and use of existing and proposed structures
5. Location and description of streets, sidewalks, and fences
6. Surrounding land uses
7. Legal and common description
8. Date, north point, and scale
9. Existing and proposed topography
10. All parcels of land intended to be dedicated for public use or reserved for the use of all property owners with

the proposal indicated

11. Location of utilities
12. Building/use setback lines
13. Location of any significant natural features
14. Location of any 100-year recurrence interval floodplain and floodway boundaries
15. Location and classification of wetland areas as delineated in the National Wetlands Inventory
16. Existing zoning classification of property
17. Existing and proposed land use
18. Area of property in square feet and acres
19. Proposed off-street parking and loading areas
20. Number of parking spaces provided, and number required by ordinance
21. Angle of parking spaces
22. Parking space dimensions and aisle widths
23. Driveway radii at the street curb line
24. Width of driveways at sidewalk and street curb line
25. Provision of handicapped parking spaces
26. Dimensions of handicapped parking spaces
27. Depressed ramps available to handicapped parking spaces
28. Location, dimensions and elevations of freestanding signs
29. Location and elevations of trash enclosures
30. Provision for required screening, if applicable
31. Provision for required public sidewalks
32. Certification of site plan by a registered land surveyor or professional engineer
33. Geometric plan showing all necessary geometric data required for accurate layout of the site
34. Grading plans showing paving design, all storm sewers, and detention/retention facilities including detention/retention calculations) and erosion control measures
35. Utility plans showing all storm sewers, sanitary sewers, watermains, and appropriate appurtenant structures
36. Exterior lighting plans showing:
 - Location, height, intensity and fixture type of all proposed exterior lighting
 - Photometric information pertaining to locations of proposed lighting fixtures
37. Typical construction details and specifications
38. Certification of site engineering plans by a registered professional engineer
39. Proof of application for Stormwater Management Permit

□ **SKETCH PLAN FOR LATER PHASES OF PUD:**

N/A

For phased PUD's, where a sketch plan is permitted, it shall include, at minimum, the following:

- General location of arterial and collector streets
- Location of any required landscape buffers
- Location of proposed access to the site from public streets
- Maximum number of square feet of floor area for nonresidential development
- Maximum number of dwelling units for residential development
- Open space and storm water management land

ARCHITECTURAL PLANS:

Architectural plans and data for all principal buildings shall be submitted in sufficient detail to permit an understanding of the exterior appearance and architectural style of the proposed buildings, the number, size and type of dwelling units, the proposed uses of nonresidential and mixed use buildings, total floor area and total building coverage of each building.

TREE PRESERVATION PLAN:

Tree Preservation Plan when required in accordance with Chapter 8.30 of the St. Charles Municipal Code. The information required for this plan may be included as part of the Landscape Plan set. See attachment, "Tree Preservation Requirements for Preliminary Plans".

LANDSCAPE PLAN:

Landscape Plan showing the following information:

1. Delineation of the buildings, structures, and paved surfaces situated on the site and/or contemplated to be built thereon
2. Delineation of all areas to be graded and limits of land disturbance, including proposed contours as shown on the Site/Engineering Plan.
3. Accurate property boundary lines
4. Accurate location of proposed structures and other improvements, including paved areas, berms, lights, retention and detention areas, and landscaping
5. Site area proposed to be landscaped in square feet and as a percentage of the total site area
6. Percent of landscaped area provided as per code requirement
7. Dimensions of landscape islands
8. Setbacks of proposed impervious surfaces from property lines, street rights-of-way, and private drives
9. Location and identification of all planting beds and plant materials
10. Planting list including species of all plants, installation size (caliper, height, or spread as appropriate) and quantity of plants by species
11. Landscaping of ground signs and screening of dumpsters and other equipment

STORMWATER MANAGEMENT:

Written information (reports, calculations, etc.) as described in the Stormwater Management Requirements for Preliminary Plans (attached)

SUBDIVISION PLAT DRAWING REQUIREMENTS/CHECKLIST:

N/A

If the PUD Preliminary Plan involves the subdivision of land, a completed Subdivision Plat Drawing Requirements Checklist must be submitted.

X PUBLIC BENEFITS, DEPARTURES FROM CODE:

A description of how the PUD meets the purposes and requirements set out in Section 17.04.400 of the Zoning Ordinance. Any requests for departures from the requirements of Title 16, "Subdivisions and Land Improvement," and Title 17, "Zoning," shall be listed and reasons for requesting each departure shall be given.

X SCHEDULE: Construction schedule indicating:

- a. Phases in which the project will be built with emphasis on area, density, use and public facilities, such as open space, to be developed with each phase. Overall design of each phase shall be shown on the plat and through supporting material.
- b. Approximate dates for beginning and completion of each phase.
- c. If different land use types are to be included within the PUD, the schedule must include the mix of uses to be built in each phase.

□ PARK AND SCHOOL LAND/CASH WORKSHEETS

N/A

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

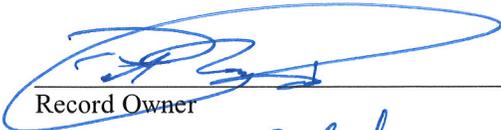
□ INCLUSIONARY HOUSING SUMMARY & WORKSHEET:

N/A

For residential developments, submit information describing how the development will comply with the requirements of Chapter 17.18, Inclusionary Housing, including:

- The number and rental/for sale status of Market-Rate Units and Affordable Units to be constructed including type of dwelling, number of bedrooms per unit, proposed pricing, and construction schedule, including anticipated timing of issuance of building permits and occupancy certificates.
- Documentation and plans regarding locations of Affordable Units and Market-Rate Units, and their exterior appearance, materials, and finishes.
- A description of the marketing plan that the Applicant proposes to utilize and implement to promote the sale or rental of the Affordable Units within the development; and,
- Any proposal to pay fees in lieu of providing the required Affordable Unit, per section 17.18.050.

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

4/27/15

 Date



 Applicant or Authorized Agent

4/27/2015

 Date



ANGEL ASSOCIATES, LP

381 E. ST. CHARLES Rd
CAROL STREAM, IL 60188-2166
FAX: (630)-653-2335
TEL: (630)-668-0141

April 21, 2015

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

**RE: PUD Preliminary Plan Application
1850 Bricher Road**

To Whom It May Concern:

I, Peter M. Spina, authorized agent of Angel Associates, LP, the owner of the property located at 1850 Bricher Road, St. Charles, IL, give my consent to Dan Soltis of CIMA Developers, Inc, to apply and proceed with any City of St. Charles approval proceedings necessary in relation to the accompanying PUD Preliminary Plan Application.

Thank you for your assistance in this matter.

Sincerely,

**Peter M. Spina
Authorized Agent
Angel Associates, LP**

ENGINEERING PLANS FOR 1850 BRICHER ROAD SITE DESIGN

**SECTION 33, TOWNSHIP 40 NORTH , RANGE 8 EAST
1850 BRICHER ROAD
SAINT CHARLES, IL 60174
KANE COUNTY
APRIL, 2015**

LEGEND	
---	PROPERTY BOUNDARY
---	600 --- EXISTING CONTOUR LINE
---	STM --- EXISTING STORM SEWER
---	SAN --- EXISTING SANITARY SEWER LINE
---	W --- EXISTING WATERMAIN
---	UE --- EXISTING UNDERGROUND ELECTRIC
---	OHE --- EXISTING OVERHEAD ELECTRIC
---	GAS --- EXISTING GAS SERVICE
---	T --- EXISTING TELEPHONE
---	673 --- PROPOSED CONTOUR LINE
---	W --- PROPOSED WATERMAIN
---	STM --- PROPOSED STORM SEWER
---	SAN --- PROPOSED SANITARY SEWER LINE
---	GREASE --- PROPOSED GREASE SERVICE LINE
---	VENT --- PROPOSED VENT LINE
---	F --- EXISTING FENCELINE
---	SF --- PROPOSED SILT FENCE
x 686.00	EXISTING SPOT SHOT
x 686.00	PROPOSED SPOT GRADE
WATER:	
EXIST	PROP
---	B-BOX
---	HYDRANT
---	VALVE
---	VALVE VAULT
STORM:	
---	INLET-CURB
---	INLET OR MANHOLE
---	FLARED END SECTION
SANITARY:	
---	CLEANOUT
---	MANHOLE
---	UTILITY POLE
---	GUY WIRE LOC.
---	UTIL. CABINET
---	UTIL. PEDESTAL
---	LIGHT POLE
---	TRAFFIC SIGNAL
---	ELECTRIC VAULT
---	GAS VALVE
---	R.O.W. MONUMENT
---	PROPERTY PIN
---	P.K. NAIL
---	CHISELED MARK
---	BENCHMARK
---	HUB & TACK
---	SOIL BORING
---	OVERLAND RELIEF
---	FLOW DIRECTION



UTILITY STATEMENT

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM VISIBLE FIELD EVIDENCE AND EXISTING DRAWINGS, MAPS AND RECORDS SUPPLIED TO SURVEYOR. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, OTHER TO SERVICE OR ADMONISHED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ALTHOUGH GREAT CARE WAS EXERCISED AS FEASIBLE FOR AVAILABLE INFORMATION, THE SURVEYOR HAS PHYSICALLY LOCATED VISIBLE OBSTRUCTIONS, HOWEVER, HE HAS NOT PHYSICALLY LOCATED THE UNDERGROUND LINES.

INDEX TO SHEETS

1. COVER SHEET
2. EXISTING CONDITIONS & DEMOLITION PLAN
3. CIVIL SITE PLANS
4. GENERAL NOTES & DETAILS

LOCATION MAP
N.T.S.

BENCHMARKS:

1. FIRE HYDRANT LOCATED AT NORTHEAST CORNER OF SITE TAG#01. ELEVATION = 787.01

ORIGINAL TOPOGRAPHICAL SURVEY WAS SUPPLIED BY SHEAFFER & ROLAND, INC OF GENEVA, IL
SUPPLEMENTAL TOPOGRAPHICAL SURVEY WAS DONE BY TEBRUGGE ENGINEERING OF PLANO, IL

PROFESSIONAL ENGINEER'S CERTIFICATION
STATE OF ILLINOIS, COUNTY OF KENDALL

I, JOHN J. TEBRUGGE, A LICENSED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED UNDER MY PERSONAL DIRECTION BASED ON AVAILABLE DOCUMENTS AND FIELD MEASUREMENTS FOR THE EXCLUSIVE USE OF THE CLIENT NOTED HEREON.

GIVEN UNDER MY HAND & SEAL THIS 26TH DAY OF MAY 2015



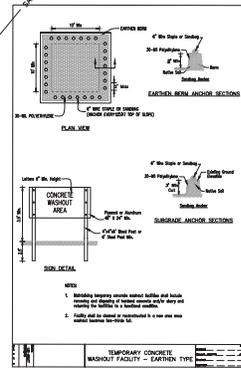
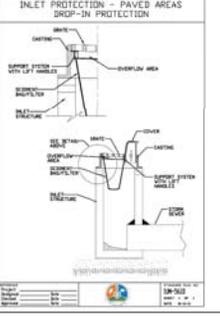
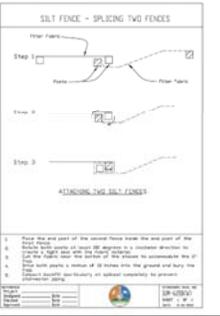
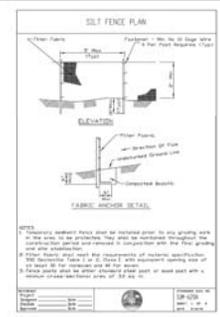
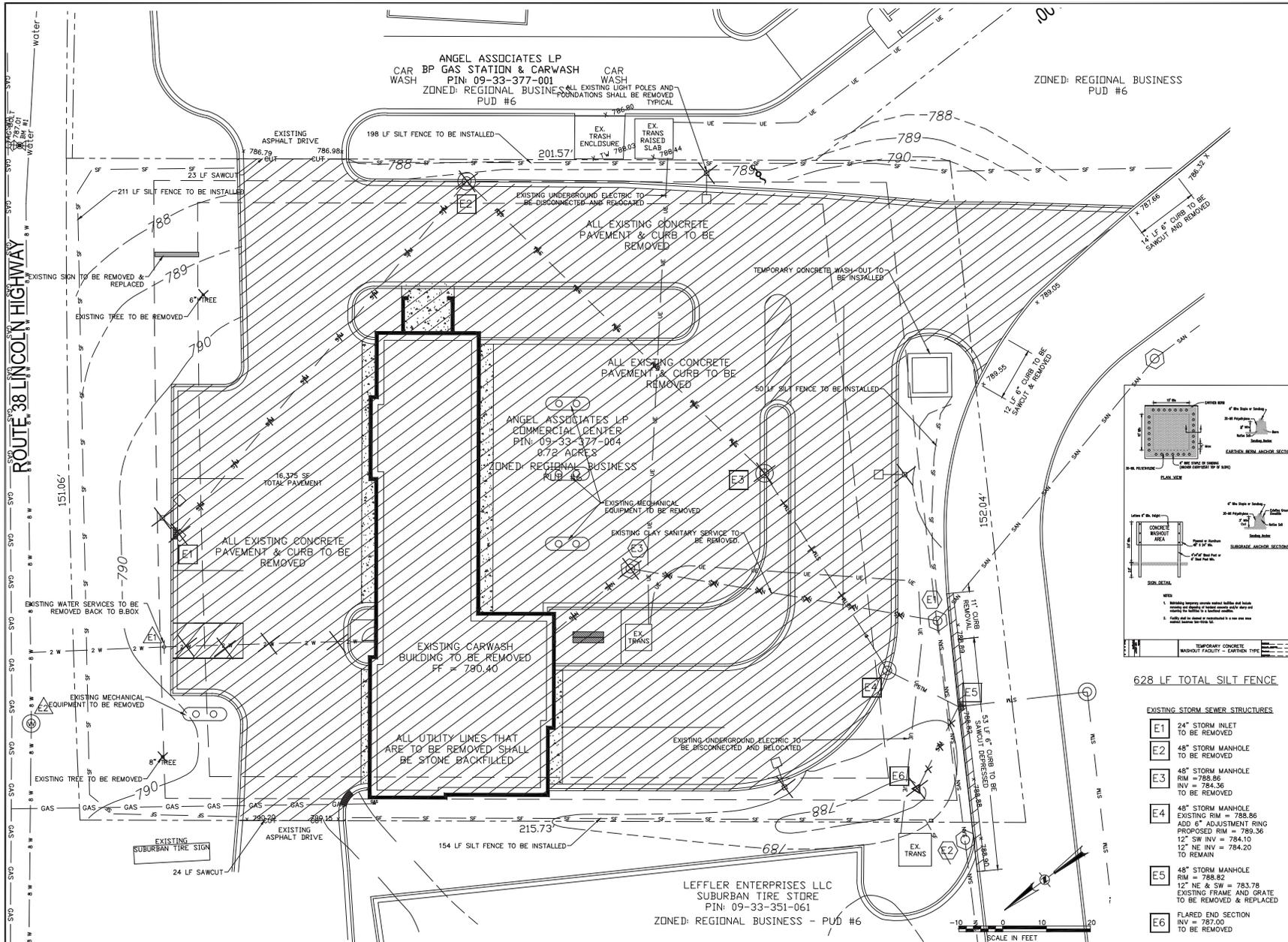
John J. Tebrugge
ILLINOIS REGISTERED PROFESSIONAL ENGINEER
NO. 041828 EXPIRES NOV. 30, 2015

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PLANS PREPARED FOR:
CIMA DEVELOPERS, INC
381 E. ST. CHARLES ROAD
CAROL STREAM, IL 60188
PHONE: (630) 653-1700
FAX: (630) 653-2335

CIVIL ENGINEER:
TEBRUGGE ENGINEERING
P. O. BOX 38, 146 HUNTSMAN DR.
PLANO, IL 60545
(630) 552.4390
(630) 552.4392
TEBRUGGEENGINEERING@COMCAST.NET
WWW.TEBRUGGEENGINEERING.NET

REVISIONS	NO.	DATE	REVIEW
	1	5.21.15	ST. CHARLES REVIEW COMMENTS 5.8.15



628 LF TOTAL SILT FENCE

- EXISTING STORM SEWER STRUCTURES**
- E1 24" STORM INLET TO BE REMOVED
 - E2 48" STORM MANHOLE TO BE REMOVED
 - E3 48" STORM MANHOLE RIM = 788.86 INV = 784.36 TO BE REMOVED
 - E4 48" STORM MANHOLE EXISTING RIM = 789.36 400' 6" ADJUSTMENT RING PROPOSED RIM = 789.36 12" NE & SW INV = 784.10 12" NE INV = 784.20 TO REMAIN
 - E5 48" STORM MANHOLE RIM = 788.82 12" NE & SW = 783.78 EXISTING FRAME AND GRATE TO BE REMOVED & REPLACED
 - E6 FLARED END SECTION INV = 787.00 TO BE REMOVED

- EXISTING WATER STRUCTURES**
- E1 2" WATER SERVICE W/ B.BOX 2" COPPER FROM B.BOX TO BLDG TO BE REMOVED & REPLACED RIM = 789.80
 - E2 1/2" NINE WATER VALVE VAULT RIM = 788.70 8" T/P = 783.20±
- EXISTING SANITARY SEWER STRUCTURES**
- E1 SANITARY MANHOLE RIM = 789.69 6" INV = 780.36
 - E2 SANITARY MANHOLE RIM = 789.57 8" INV = 780.78±
 - E3 SANITARY MANHOLE RIM = 789.68 8" INV = 781.56

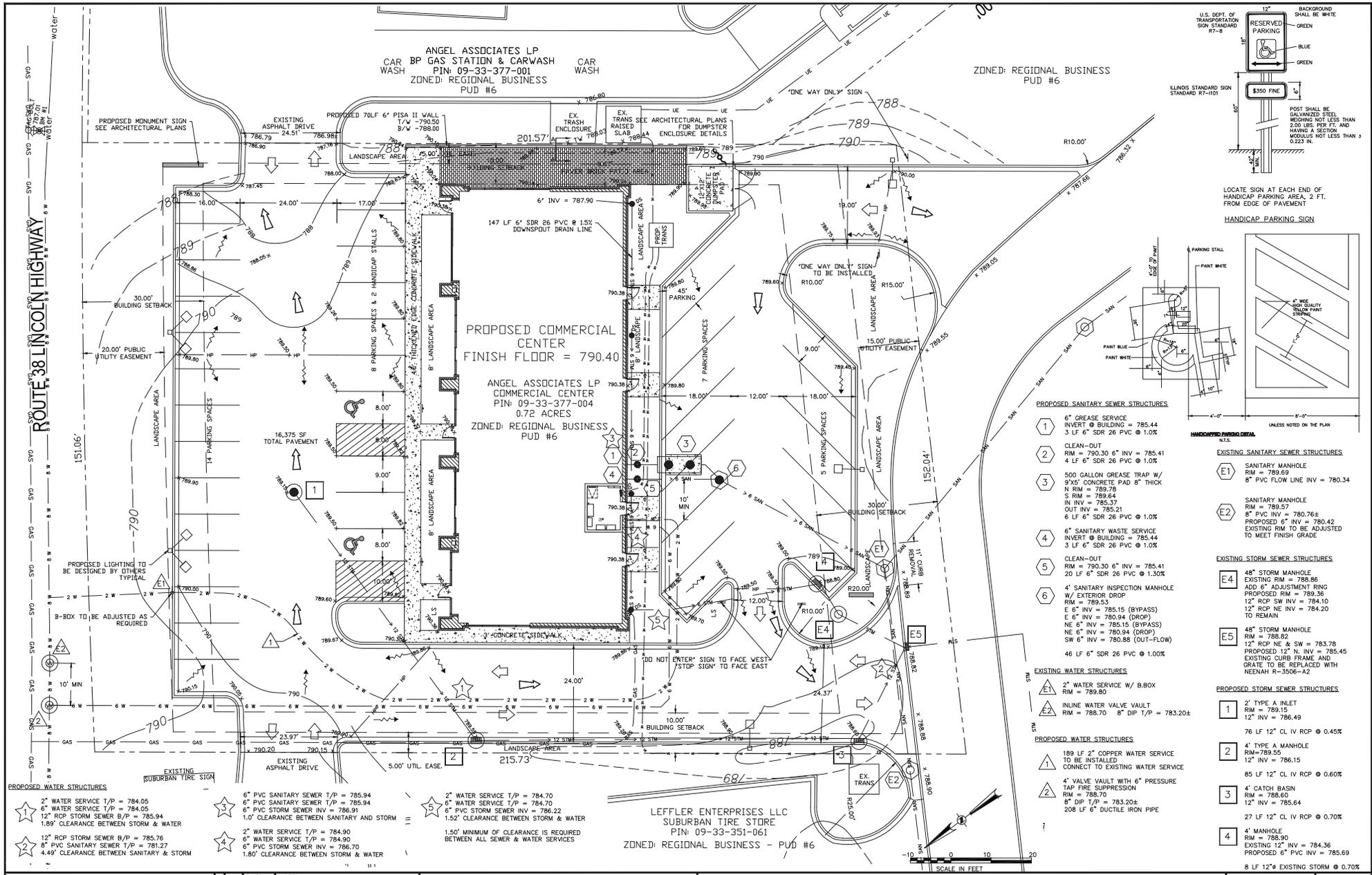
TEBRUGGE ENGINEERING
 P.O. BOX 38, PLANO, IL 60545
 PHONE: (630) 552-4390 FAX: (630) 552-4392

REVISIONS	NO.	DATE	NOTES
	1	5.26.15	ST. CHARLES REVIEW COMMENTS 5.8.15

PREPARED FOR:
CIMA DEVELOPERS, INC.
 381 E. ST. CHARLES RD CAROL STREAM, IL

1850 BRICHER ROAD ST. CHARLES, IL
 EXISTING CONDITIONS & DEMOLITION PLAN

PROJECT NO. 15 340 01 SHEET NO.
 SCALE: 1" = 10'
 DATE: 4.24.15 **2**
 OF 4 SHEETS



TEBRUGGE ENGINEERING
 P.O. BOX 38, PLANO, IL 60545
 PHONE: (630) 552-4790 FAX: (630) 552-4792

NO.	DATE	NOTES
1	3.26.15	ST. CHARLES REVIEW COMMENTS 5.8.15

PREPARED FOR:
CIMA DEVELOPERS, INC.
 381 E. ST. CHARLES RD CAROL STREAM, IL

PROJECT NO. 15 340 01
 SHEET NO. **3**
 SCALE: 1" = 10'
 DATE: 4.24.15
 OF 4 SHEETS

1850 BRICHER ROAD ST. CHARLES, IL
 CIVIL SITE PLAN

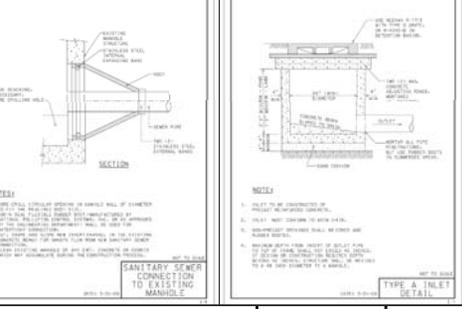
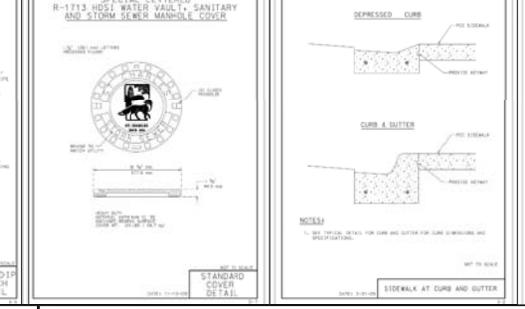
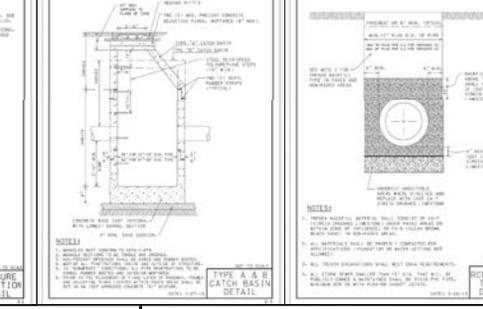
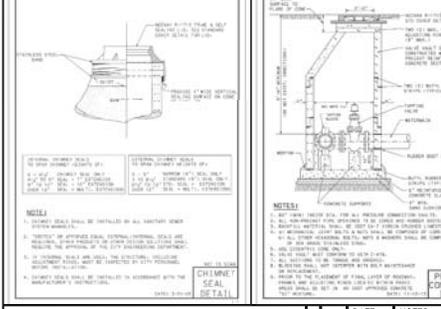
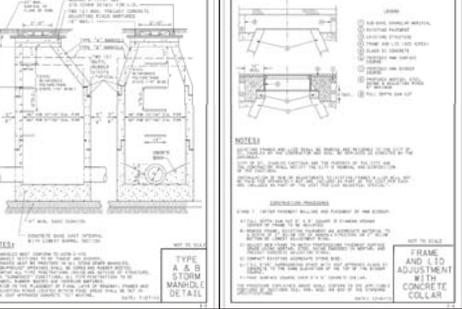
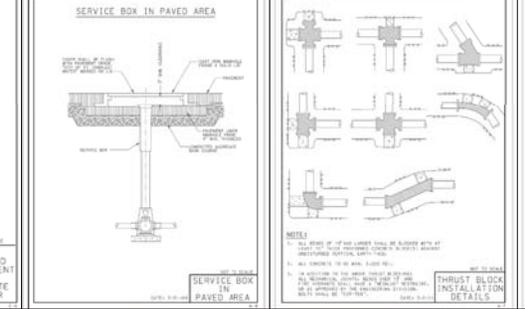
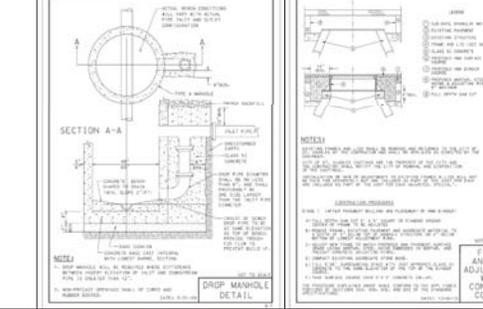
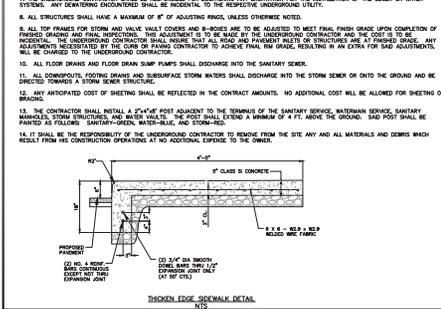
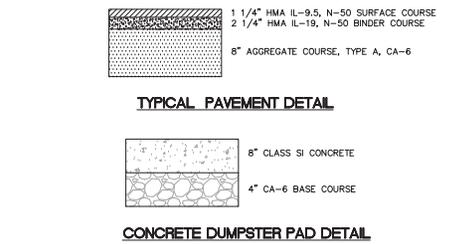
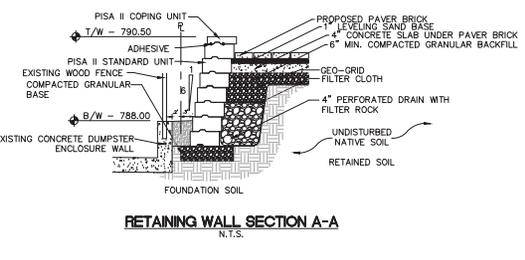
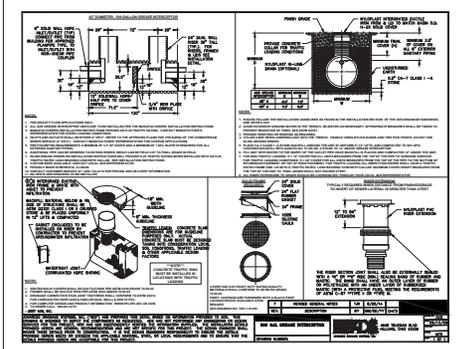
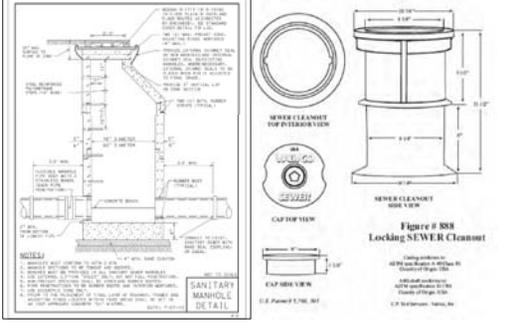
- PROPOSED SANITARY SEWER STRUCTURES**
- 1 6" GREASE SERVICE INVERT @ BUILDING = 785.44
3 LF 6" SDR 26 PVC @ 1.0%
 - 2 CLEAN-OUT RIM = 790.30 6" INV = 785.41
4 LF 6" SDR 26 PVC @ 1.0%
 - 3 500 GALLON GREASE TRAP W/ 9'X5' CONCRETE PAD 8" THICK
S RIM = 789.64
N RIM = 789.64
IN INV = 785.37
OUT INV = 785.21
6 LF 6" SDR 26 PVC @ 1.0%
 - 4 6" SANITARY WASTE SERVICE INVERT @ BUILDING = 785.44
3 LF 6" SDR 26 PVC @ 1.0%
 - 5 CLEAN-OUT RIM = 790.30 6" INV = 785.41
20 LF 6" SDR 26 PVC @ 1.30%
 - 6 4" SANITARY INSPECTION MANHOLE W/ EXTERIOR DROP
RIM = 789.53
E 6" INV = 785.15 (BYPASS)
E 6" INV = 780.94 (DROP)
NE 6" INV = 785.15 (BYPASS)
NE 6" INV = 780.94 (DROP)
SW 6" INV = 780.86 (OUT-FLOW)
46 LF 6" SDR 26 PVC @ 1.00%
- EXISTING WATER STRUCTURES**
- E1 2" WATER SERVICE W/ B.BOX RIM = 789.80
 - E2 INLINE WATER VALVE VAULT RIM = 788.70 8" DIP T/P = 783.20±
- PROPOSED WATER STRUCTURES**
- 1 189 LF 2" COPPER WATER SERVICE TO BE INSTALLED CONNECT TO EXISTING WATER SERVICE
 - 2 4" VALVE VAULT WITH 6" PRESSURE TAP FIRE SUPPRESSION RIM = 788.70
8" DIP T/P = 783.20±
208 LF 6" DUCTILE IRON PIPE
- EXISTING SANITARY SEWER STRUCTURES**
- E1 SANITARY MANHOLE RIM = 789.69
8" PVC FLOW LINE INV = 780.34
 - E2 SANITARY MANHOLE RIM = 780.57
8" PVC INV = 780.76±
PROPOSED 6" INV = 780.42
EXISTING RIM TO BE ADJUSTED TO MEET FINISH GRADE
- EXISTING STORM SEWER STRUCTURES**
- E4 48" STORM MANHOLE EXISTING RIM = 788.86
ADD 6" ADJUSTMENT RING PROPOSED RIM = 789.36
12" RCP SW INV = 784.10
12" RCP NE INV = 784.20
TO REMAIN
 - E5 48" STORM MANHOLE RIM = 788.82
12" RCP NE & SW = 783.78
PROPOSED 12" N INV = 785.45
EXISTING CURB FRAME AND GRATE TO BE REPLACED WITH NEENAH R-3500-A2
- PROPOSED STORM SEWER STRUCTURES**
- 1 2" TYPE A INLET RIM = 789.15
12" INV = 786.49
 - 2 76 LF 12" CL IV RCP @ 0.45%
 - 3 4" TYPE A MANHOLE RIM = 789.55
12" INV = 786.15
 - 4 65 LF 12" CL IV RCP @ 0.60%
 - 5 4" CATCH BASIN RIM = 788.60
12" INV = 785.64
 - 6 27 LF 12" CL IV RCP @ 0.70%
 - 7 4" MANHOLE RIM = 788.90
EXISTING 12" INV = 784.36
PROPOSED 6" PVC INV = 785.69
 - 8 18 LF 12" EXISTING STORM @ 0.70%

SPECIAL CONDITIONS

1. ALL EARTHWORK, ROADWAY WORK, DRAINAGE WORK OR STORM SEWER WORK SHALL BE PERFORMED UTILIZING MATERIALS AND METHODS IN STRICT ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS OF THE STATE OF ILLINOIS. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE DISTRICT ENGINEER. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE DISTRICT ENGINEER. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE DISTRICT ENGINEER.
2. ALL SANITARY SEWER AND WATER MAIN WORK SHALL BE PERFORMED USING METHODS AND MATERIALS IN STRICT ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS OF THE STATE OF ILLINOIS. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE DISTRICT ENGINEER.
3. ANY SPECIFICATIONS WORK IS SUPPLIED ALONG WITH THE PLANS SHALL TAKE PRECEDENCE IN THE CASE OF A CONFLICT WITH THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT ENGINEER.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT ENGINEER.
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14. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT ENGINEER.

EARTHWORK

1. ALL EARTHWORK OPERATIONS SHALL BE IN ACCORDANCE WITH SECTION 202 OF THE ILLINOIS SPECIFICATIONS.
2. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES AND SHALL RESTORE ANY WHICH ARE DISTURBED BY HIS OPERATIONS TO ORIGINAL OR BETTER CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT ENGINEER.
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REVISIONS	NO.	DATE	NOTES
	1	5.26.15	ST. CHARLES REVIEW COMMENTS 5.8.15



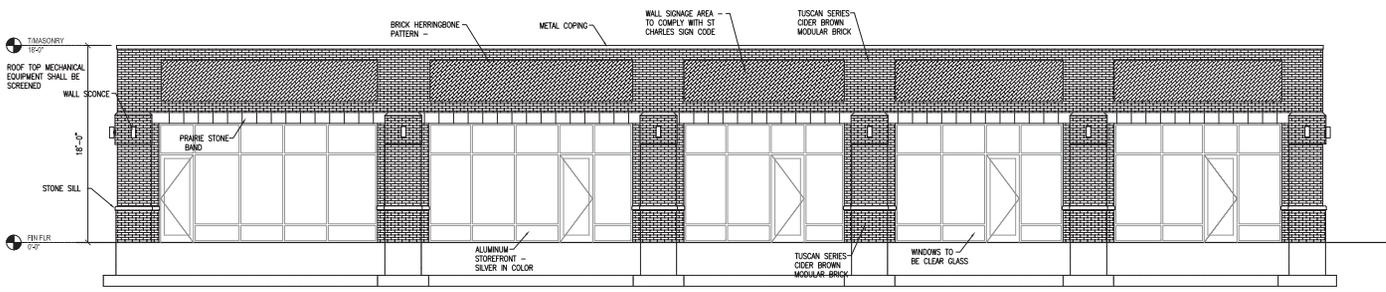
GLEASON ARCHITECTS, P.C.

769 Highland Drive, Unit A
Sugar Grove, Illinois 60054
Phone: 630-466-5740
Fax: 630-466-0708
Email: info@gleasonarchitects.com

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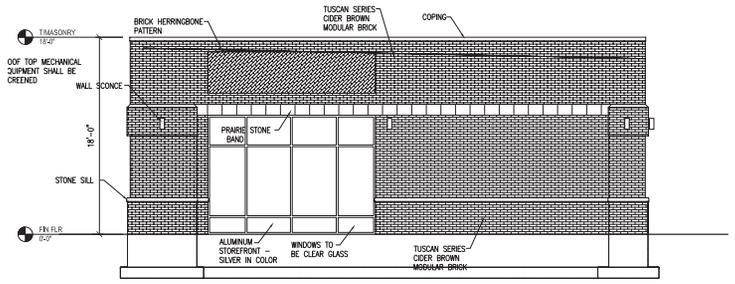
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FOR APPROVAL	
FOR PERMIT	05-23-15
FOR BID	
FOR CONSET.	

REVISIONS	DATE
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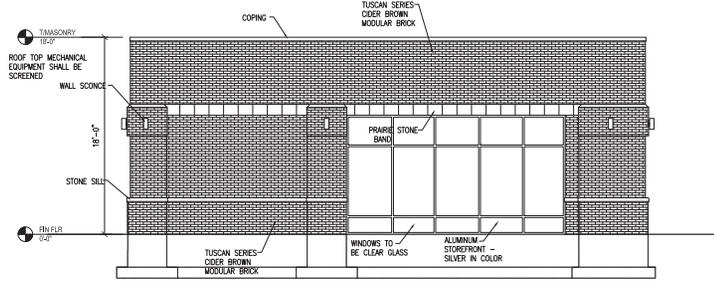
NORTH ELEVATION

SCALE: 3/16"=1'-0"



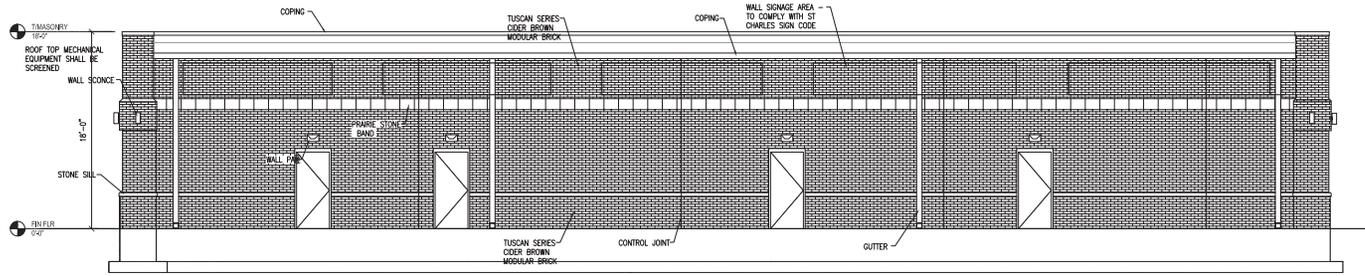
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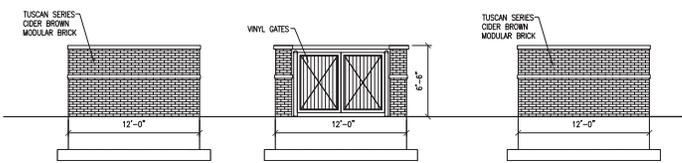
WEST ELEVATION

SCALE: 3/16"=1'-0"



SOUTH ELEVATION

SCALE: 3/16"=1'-0"



TRASH ENCLOSURE

SCALE: 3/16"=1'-0"

PROJECT: BRICHER ROAD COMMERCIAL CENTER
1850 BRICHER ROAD
ST. CHARLES, IL
ARCHITECTS: ANGEL AND ASSOCIATES
381 EAST ST CHARLES ROAD
ST CHARLES, IL

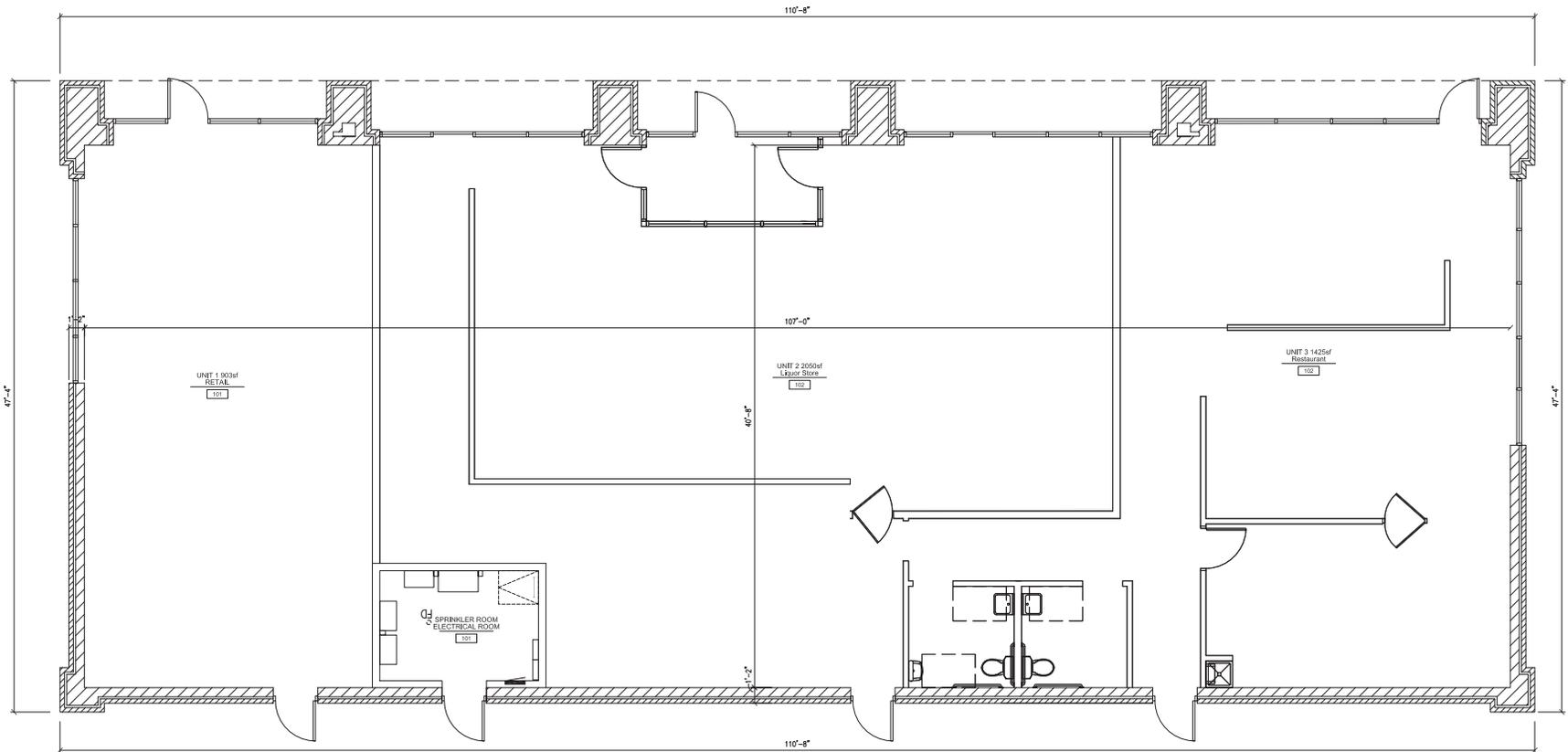
JOB NO. 14-090
DATE 01/06/15
FILE 0142
PLOT SCALE 1/8"

OWNER APPROVAL

Signature: _____
Title: _____

SHEET TITLE
EXTERIOR
ELEVATIONS

SHEET NUMBER
A5



FLOOR PLAN

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



**GLEASON
ARCHITECTS, P.C.**

709 Highland Drive, Unit A
Sugar Grove, Illinois 60054
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ISSUED	DATE
FOR APPROVAL	
FOR PERMIT	03-23-15
FOR BID	
FOR CONST.	

REVISIONS	DATE
▲	
▲	
▲	

PROJECT: **BRICHER ROAD COMMERCIAL CENTER**
1850 BRICHER ROAD
ST. CHARLES, IL
 ARCHITECT: **ANGEL AND ASSOCIATES**
381 EAST ST CHARLES ROAD
ST CHARLES, IL

JOB NO. **14-090**
 DATE **01/06/15**
 FILE **0141**
 PLOT SCALE **1/4"**

OWNER APPROVAL

SHEET TITLE
FLOOR PLAN

SHEET NUMBER
A1

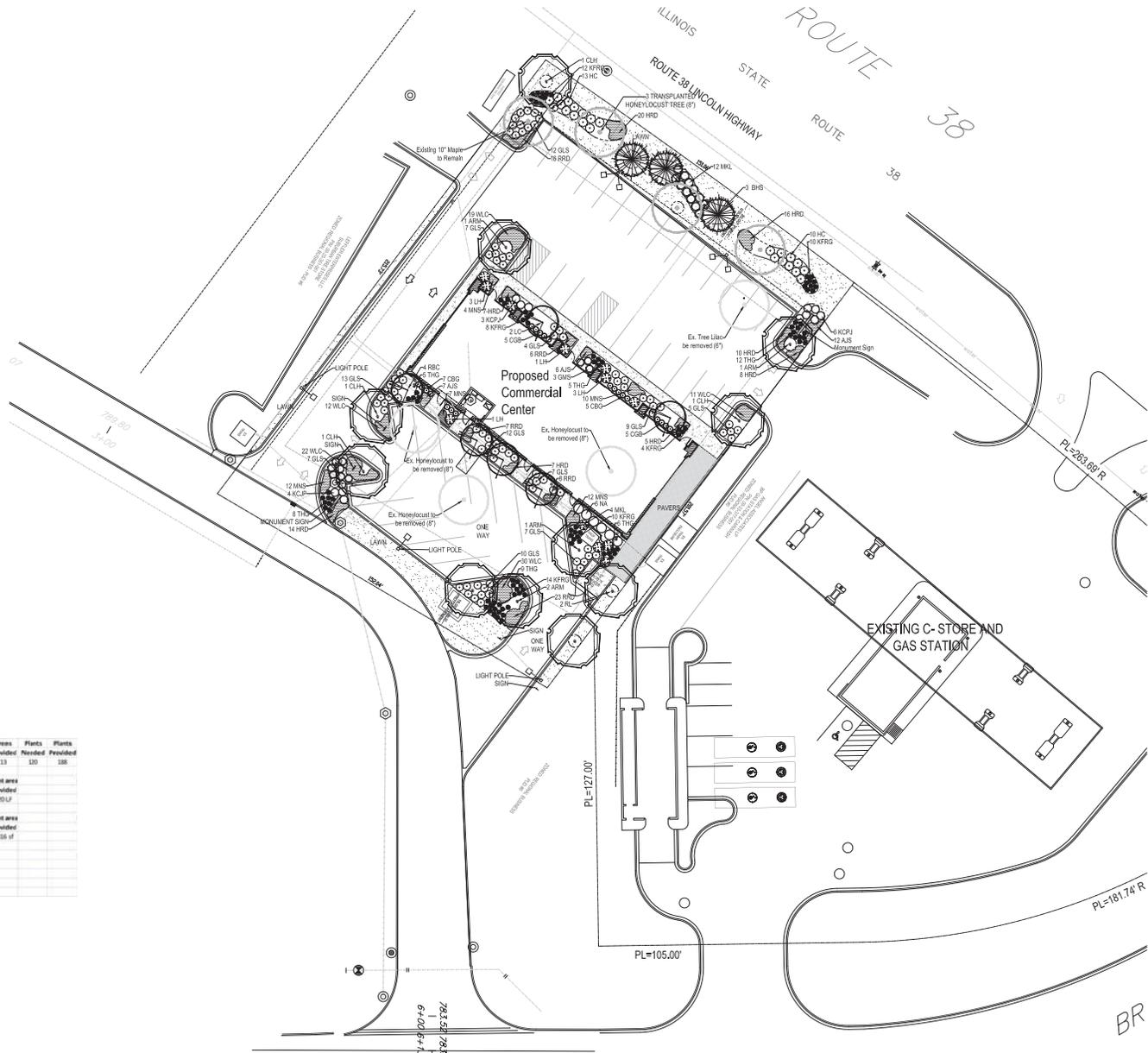


SHADE TREES (DECIDUOUS)	
ARM	Armstrong Red Maple
CLM	Chicagoan Hackberry
SH	Shumway Honeylocust
RL	Redwood Linden
ORNAMENTAL TREES (DECIDUOUS)	
RFC	Red Flowering Crabapple
LC	Lollipop Flowering Crabapple
EVERGREEN TREES	
BHS	Black Hills Spruce
NS	Norfolk Island Spruce
EVERGREEN SHRUBS	
CSB	Chicagoan Green Boxwood
KCP	Kalbar Compact Pines Juniper
DECIDUOUS SHRUBS	
HC	Hickory (varieties) Cotonaster
JH	Jazz Hands Hydrangea
GLS	Greenleaf Sycamore
GMS	Goldmound Spirea
MKL	Miss Kim Dwarf Lilac
ORNAMENTAL GRASSES	
FBG	Fast Feather Reed Grass
THG	Tufted Hair Grass
DFG	Dwarf Fountain Grass
PERENNIALS	
HRD	Happy Returns Daylily
RBD	Rose Returns Daylily
WLC	White Lace Clematis
MNS	May Night Salvia
NIS	Autumn Joy Sedum

PLANT KEY

SITE CALCULATIONS & DATA									
Factor of Requirement	Divisor	Site Calc.	Required	Multiplier	Multiplier	Trees Needed	Trees Provided	Plants Needed	Plants Provided
1. Trees and 20 Shrubs/Perennials per 50 LF	50	315 LF	6			20	12	13	100
	Multiplier		Plant Area	Tree Divider		Trees Needed	Trees Provided	Plant Area	Plant Area
2. Street Frontage	75%	153 LF	110 LF	50	3	4	120 LF		
3. Interior Parking Lot	10%	37,000 SF	3,700 SF	300	11	11	1816 SF		
4. Overall Site Landscape	15%	31,624 SF	4,744 SF						

DATA TABLE / CODE COMPLIANCE



OVERALL LANDSCAPE PLAN

Scale: 1"=20'0"



HELLER & ASSOCIATES, LLC
 LANDSCAPE ARCHITECTURE
 One Redwood Court
 Racine, Wisconsin 53402
 ph 262.638.9733
 fx 262.638.9737
 dan@hella.com

**MULTI-TENANT
 RETAIL CENTER**
 1850 Lincoln Highway
 St. Charles, Illinois 60174

DESCRIPTION	
3.26.15	FIRST ISSUE
4.27.15	REVISED SITE PLAN
5.22.15	REVISED SITE PLAN

SHEET TITLE
**OVERALL
 LANDSCAPE PLAN**

PROJECT MANAGER	WDH
PROJECT NUMBER	15-024
DATE	5.22.2015
SHEET NUMBER	

L 100

- Contractor responsible for contacting JULIE - Utility Locators (811 or 800-892-0123) to have site marked prior to excavation or planting.
- Contractor to verify all plant quantities shown on Plant & Material List and landscape planting symbols and report any discrepancies to Landscape Architect or General Contractor.
- All plantings shall comply with standards as described in American Standard of Nursery Stock - Z60.1 ANSI (latest version). Landscape Architect reserves the right to inspect, and potentially reject any plants that are inferior, compromised, undersized, diseased, improperly transported, installed incorrectly or damaged. No sub-standard "B Grade" or "Park Grade" plant material shall be accepted. Plant material shall originate from nursery(ies) with a similar climate as the planting site.
- Any potential plant substitutions must be approved by Landscape Architect or Owner. All plants must be installed as per sizes indicated on Plant & Material Schedule, unless approved by Landscape Architect. Any changes to sizes shown on plan must be submitted in writing to the Landscape Architect prior to installation.
- Topsoil in Parking Lot Islands (if applicable): All parking lot islands to be backfilled with topsoil to a minimum depth of 18" to insure long-term plant health. Topsoil should be placed within 3' of finish grade by General Contractor / Excavation Contractor during rough grading operations/activity. The landscape contractor shall be responsible for the fine grading of all disturbed areas, planting bed areas, and lawn areas. Crown all parking lot islands a minimum of 6" to provide proper drainage, unless otherwise specified.
- Tree Planting: Plant all trees slightly higher than finished grade at the root flare. Remove excess soil from the top of the root ball. If needed, remove and discard non-biodegradable ball wrapping and support wire. Removed biodegradable burlap and wire cage (if present) from the top 1/3 of the rootball and carefully bend remaining wire down to the bottom of the hole. Once the tree has been placed into the hole and will no longer be moved, score the remaining 2/3 of the burlap and remove the twine. Provide three slow release fertilizer for each tree planted.
- Tree Planting: Backfill tree planting holes 80% existing soils removed from excavation and 20% plant starter mix. Avoid air pockets and do not tamp soil down. Discard any gravel, rocks, heavy clay, or concrete pieces. When hole is 1/2 full, trees shall be watered thoroughly, and water left to soak in before proceeding to fill the remainder of the hole. Water again to full soak in the new planting. Each tree shall receive a 3" deep, 4-5' diameter (see planting details or planting plan) shredded hardwood bark mulch ring around all trees planted in lawn areas. Do not build up any mulch onto the trunk of any tree. Trees that are installed incorrectly will be replaced at the time and expense of the Landscape Contractor.
- Shrub Planting: All shrubs to be planted in groupings as indicated on the Landscape Plan. Install with the planting of shrubs a 50% mix of plant starter with topsoil. Install topsoil into all plant beds as needed to achieve proper grade and displace undesirable soil (see planting detail). Remove all excessive gravel, clay and stones from plant beds prior to planting. When hole(s) are 1/2 full, shrubs shall be watered thoroughly, and water left to soak in before proceeding. Provide slow-release fertilizer packets at the rate of 1 per 24" height/diameter of shrub at planting.
- Mulching: All tree and shrub planting beds to receive a 3" deep layer of high quality shredded hardwood bark mulch (not pigment dyed or enviro-mulch). All perennial planting areas (groupings) shall receive a 2" layer of shredded hardwood bark mulch, and groundcover areas a 1-2" layer of the same mulch. Do not mulch annual flower beds (if applicable). Do not allow mulch to contact plant stems and tree trunks.
- Edging: All planting beds shall be edged with a 4" deep spade edge using a flat landscape spade or a mechanical edger. Bedlines are to be cut crisp, smooth as per plan. A clean definition between landscape beds and lawn is required. Pack mulch against lawn edge to hold in place.
- Plant bed preparation: All perennial, groundcover and annual areas (if applicable) are required to receive a blend of organic soil (Soil Amendments) amendments prior to installation. Roto-till the following materials at the following ratio, into existing soil beds or installed topsoil beds to a depth of approximately 8"-10"
 Per 100 SF of bed area:
 1/2 CY Peat Moss or Mushroom Compost
 1/2 CY blended/pulverized Topsoil
 2 pounds starter fertilizer
 1/2 CY composted manure

- Installation preparation for all seeded areas: remove/kill off any existing unwanted vegetation prior to seeding. Prepare the topsoil (if adequate or provide as in item #6 above) and seed bed by removing all surface stones 1" or larger. Apply a starter fertilizer and specified seed uniformly at the specified rate, and provide mulch covering suitable to germinate and establish turf. Provide seed and fertilizer specifications to Landscape Architect and Owner prior to installation. Erosion control measures are to be used in swales and on slopes in excess of 1:3 and where applicable (see Civil Engineering Drawings). Methods of installation may vary at the discretion of the Landscape Contractor on his/her responsibility to establish and guarantee a smooth, uniform, quality turf. A minimum of 2" of blended, prepared and non-compacted topsoil is required for all lawn areas. If straw mulch is used as a mulch covering, a tackifier may be necessary to avoid wind dispersal of mulch covering. Marsh hay containing reed canary grass is NOT acceptable as a mulch covering.

An acceptable quality seed installation is defined as having:
 No bare spots larger than one (1) square foot
 No more than 10% of the total area with bare areas larger than one (1) square foot
 A uniform coverage through all turf areas

- Warranty and Replacements: All plantings are to be watered thoroughly at the time of planting, through construction and upon completion of project as required. Trees, Evergreens, and Shrubs (deciduous and evergreen) shall be guaranteed (100% replacement) for a minimum of one (1) year from the date of project completion. Perennials, groundcovers, and ornamental grasses shall be guaranteed for a minimum of one (1) growing season. Perennials, groundcovers, and ornamental grasses planted after September 15th shall be guaranteed through May 31st of the following year. Only one replacement per plant will be required during the warranty period, except for losses or replacements due to failure to comply with specified requirements. Watering and general ongoing maintenance instructions are to be supplied by the Landscape Contractor to the Owner upon completion of the project.

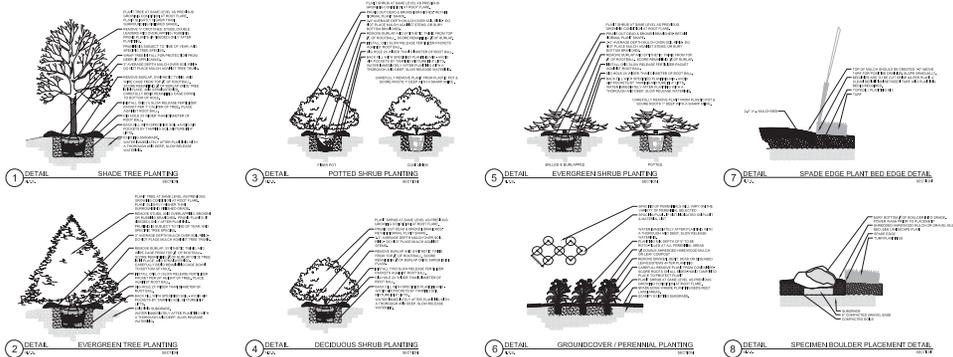
- The Landscape Contractor is responsible for the watering and maintenance of all landscape areas for a period of 45 days after the substantial completion of the landscape installation. This shall include all trees, shrubs, evergreens, perennials, ornamental grasses, turf grass, no-mow grass, and native prairie seed mix / stormwater seed mix. Work also includes weeding, edging, mulching (only if required), fertilizing, trimming, sweeping up grass clippings, pruning and deadheading.

- Project Completion: Landscape Contractor is responsible to conduct a final review of the project, upon completion, with the Landscape Architect, Client or Owner / Client Representative, and the General Contractor to answer questions, provide written care instructions for new plantings and turf, and insure that all specifications have been met.

LANDSCAPE GENERAL NOTES

Coedar Creek Premium Blue Turf (Ph. 888-313-6807)	10% Mid Atlantic Kentucky Bluegrass	10% Mid Atlantic Kentucky Bluegrass	10% Merit Kentucky Bluegrass	10% Oregon Kentucky Bluegrass	10% Boreal Red Fescue	10% Palmer III Fine Perennial Ryegrass	Seed at rate of 3# per 1000 SF

SEED MIX



PLANTING & HARDSCAPE DETAILS

PLANT	QTY	SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	HOZF	REMARKS/NOTES
PERENNIALS							
1	1		Thymus (var.)	Wild Thyme	2"		Plant to break footings along Lincoln Center
2	1		Thymus (var.)	Wild Thyme	2"		Plant to break footings along Lincoln Center
3	1		Thymus (var.)	Wild Thyme	2"		Plant to break footings along Lincoln Center
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*To ensure quality & quantity a specimen is to be in the Landscape Contractor's hands on the day of planting. The Landscape Contractor is responsible for verifying these counts and quantities in order to provide a complete installation. Installation should be completed within 14 days of the date of planting. The Landscape Contractor is responsible for providing the necessary water and irrigation during the establishment period. The Landscape Contractor is responsible for providing the necessary water and irrigation during the establishment period.

PLANT & MATERIAL SCHEDULE

HELLER & ASSOCIATES, LLC
 LANDSCAPE ARCHITECTURE
 One Redwood Court
 Racine, Wisconsin 53402
 ph 262.639.9733
 fx 262.639.9737
 dan@hellerassoc.com

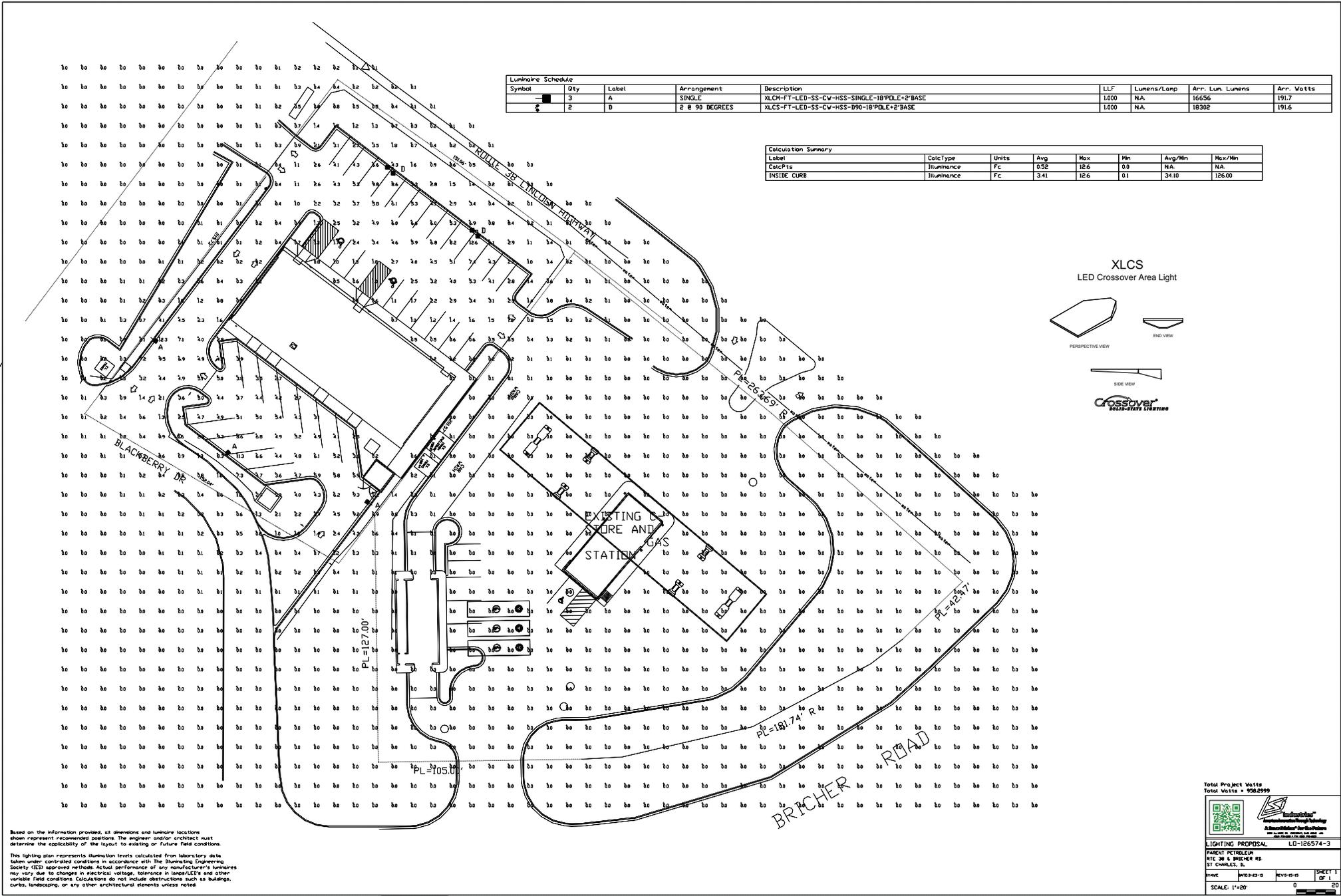
**MULTI-TENANT
 RETAIL CENTER**
 1850 Lincoln Highway
 St. Charles, Illinois 60174

DESCRIPTION	DATE	REVISION
3.26.15	FIRST ISSUE	
4.27.15	REVISED SITE PLAN	
5.22.15	REVISED SITE PLAN	

SHEET TITLE
**LANDSCAPE DETAILS,
 NOTES & SCHEDULES**

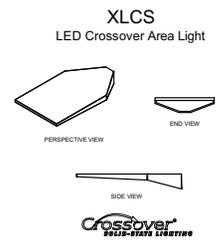
PROJECT MANAGER	WDH
PROJECT NUMBER	15-024
DATE	5.22.2015
SHEET NUMBER	

L 101



Symbol	Qty	Label	Arrangement	Description	LLF	Lumens/Lamp	Ann. Lum. Lumens	Ann. Watts
⊙	3	A	SINGLE	XLCS-FT-LED-SS-CW-HSS-SINGLE-18°PLE+2'BASE	1.000	NA	16656	191.7
⊙	2	D	2 @ 90 DEGREES	XLCS-FT-LED-SS-CW-HSS-D90-18°PLE+2'BASE	1.000	NA	18302	191.6

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts	Itumance	Fc	0.52	12.6	0.0	NA	NA
INSIDE CURB	Itumance	Fc	3.41	12.6	0.1	34.10	126.00



Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. The engineer and/or architect must determine the applicability of the layout to existing or future field conditions.

This lighting plan represents illumination levels calculated from laboratory data taken under controlled conditions in accordance with the Illuminating Engineering Society (IES) approved methods. Actual performance of any manufacturer's luminaires may vary due to changes in electrical voltage, tolerance in lamp/LED's and other variable field conditions. Calculations do not include obstructions such as buildings, curbs, landscaping, or any other architectural elements unless noted.

Total Project Value
Total Watts = 958,299

Lighting Proposal LD-126574-3

Lighting Proposal
PATRICIA RITZ & BRICHER RD
ST CHARLES, IL

DATE: 04-23-18 REV: 03-15 SHEET 1 OF 1
SCALE: 1"=20' 0'

PROJECT:



1850 Bricher Road
St. Charles, IL

CUSTOMER APPROVAL:
DATE _____

AUTHORIZED SIGNATURE _____

REPRESENTATIVE
Brian Newton

DRAWN BY
Bill Marlow

DATE
5.14.15

SCALE
3/8" = 1'

SHEET NO.
1 of 2

WORK ORDER
73393

FILE NAME
Pride73393

REVISIONS:

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____
- 6 _____
- 7 _____
- 8 _____

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

(1) 12'-0" x 8'-0" x 1'-5¼" Double Face Illuminated Monument Sign

Cabinet: Fabricated Aluminum Painted to Match Benjamin Moore Wood Violet #1248 - Satin Finish

Faces: .125" Thick Aluminum Painted to Match Benjamin Moore Wood Violet #1248 - Satin Finish

"URBAN COUNTER" & Rules: Routed & Push-thru ½" White Acrylic

"Dogs, Burgers, Salads": Routed & Backed with White Acrylic

Reveals: Fabricated Alum. Painted Black - Satin Finish

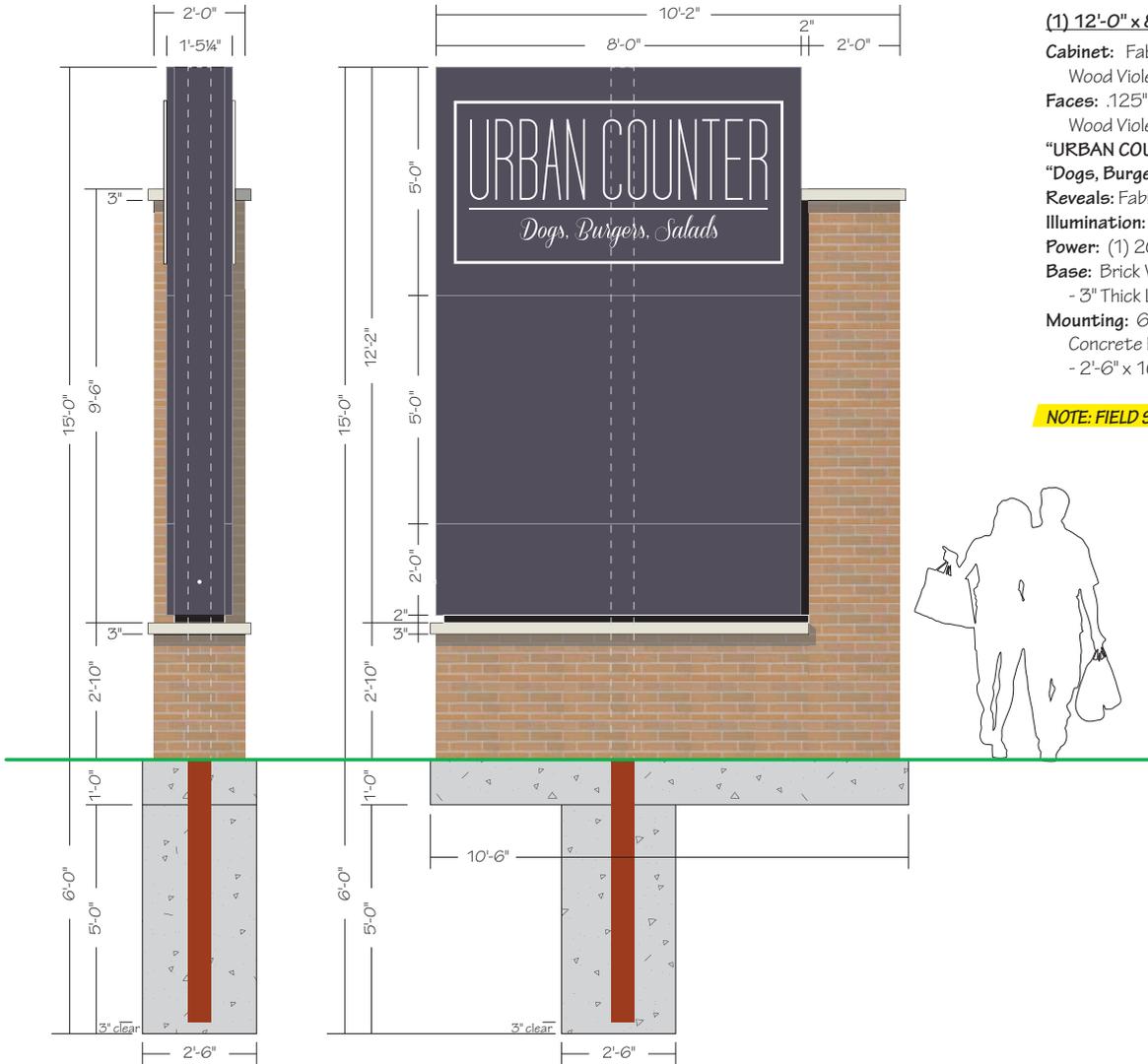
Illumination: Fluorescent Lamps and Electronic Ballasts

Power: (1) 20Amp @ 120Volts Electrical Circuit Run to Site by Others

Base: Brick Veneer to Match Building - T.B.D. over CMU Block Core
- 3" Thick Limestone Caps

Mounting: 6" x 6" x 3/8" Square Steel Tube set in 2'-6" dia. x 6'-0" deep Concrete Foundation
- 2'-6" x 10'-6" x 1'-0" Reinforced Concrete Pad for Masonry

NOTE: FIELD SURVEY REQUIRED PRIOR TO FABRICATION



This sign is built to UL Standards for operation in North America.

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AGENDA ITEM EXECUTIVE SUMMARY

Title:	Consideration of transfer of City-owned property for the Operation Finally Home Project and authorize the filing of subdivision applications for the project.
Presenter:	Russell Colby

Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development (6-8-15)		City Council
	Public Hearing		

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

If NO, please explain how item will be funded:

N/A

Executive Summary:

In 2010, John Hall presented the concept of building two new residences for injured military veterans in St. Charles as part of the “Operation Finally Home” program. At the Council’s direction, staff worked with the Mr. Hall to identify suitable City-owned properties that could be donated for this purpose. The site that was ultimately identified was a grouping of City-owned properties and unused street right-of-way located along N. 4th Ave., south of Park Ave. (backing up to Route 25 and the railroad right-of-way). See the attached map.

In 2013, the P&D Committee directed staff to proceed with the formal process to transfer these properties to Mr. Hall at no cost. Since that time, Mr. Hall has been working with local building organizations to pursue the project. He has since organized a group of building/construction professionals and is now ready to move forward. Staff has been reviewing final engineering plans and a subdivision plat for the project.

Given the length of time that has passed, staff and Mr. Hall would like to reconfirm the Committee’s continued interest in utilizing this site as a location for the Operation Finally Home project. If the Committee is agreeable to this concept, there will be a formal process required to transfer and subdivide the property and this item will appear before the Committee again for a formal recommendation.

Staff is seeking direction whether to 1) transfer the property for this project at no cost to Mr. Hall, and 2) whether the City should waive the normal application and review fees (including direct costs for the legal review of the property transfer and engineering plan reviews). Mr. Hall, as developer, would be responsible for the cost of all infrastructure improvements for the project (including subdivision street and utility improvements).

Attachments: *(please list)*

Location Map

Recommendation / Suggested Action *(briefly explain):*

Consideration of transfer of City-owned property for the Operation Finally Home Project and authorize the filing of subdivision applications for the project.

<i>For office use only:</i>	<i>Agenda Item Number: 4d</i>
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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 29, 2015 10:19 AM



0 38 76 Feet

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 Powered by Precision GIS



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Plan Commission recommendation to approve a Final Plat of Subdivision and Plat of Vacation for First Street Phase 3 Resubdivision (First St. Redevelopment PUD)
Presenter:	Russell Colby

Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development – (6/8/15)		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 First Street Redevelopment PUD was approved in 2006 as a five phase project spanning a 7.6 acre area of properties along First Street between Prairie St. and Main St. A PUD Preliminary Plan for Phase 3 was reviewed by the Plan Commission in December 2014 and approved by the City Council in March 2015 (Ordinance #2015-Z-5).

The First Street Phase 3 project is a partnership between the City of St. Charles, the owner of the property, and First Street Development II, LLC, the developer. Construction on the project is planned to start this summer.

The City of St. Charles is proposing a resubdivision of the Phase 3 site. The resubdivision is in substantial compliance with approved preliminary subdivision layout.

Two documents are being presented:

1. A Plat of Vacation, to vacate a portion of the First Street right-of-way to accommodate bump outs in the western façade of Building #2.
2. A Plat of Subdivision, to create lots for each proposed building and the parking deck.

Staff has reviewed the plat for conformance with the PUD Preliminary Plan.

Plan Commission Recommendation

The Plan Commission reviewed this application and unanimously recommended approval on 6/2/15.

Attachments: *(please list)*

Plan Commission Resolution; Application for Final Plat; Plat of Vacation and Final Plat documents; First St. site plans (for reference); PUD Preliminary Plan approval Ord. 2015-Z-5.

Recommendation / Suggested Action *(briefly explain):*

Plan Commission recommendation to approve a Final Plat of Subdivision and Plat of Vacation for First Street Phase 3 Resubdivision (First St. Redevelopment PUD).

For office use only:

Agenda Item Number: 4e

City of St. Charles, Illinois
Plan Commission Resolution No. 7-2015

**A Resolution Recommending Approval of a Plat of Vacation and Final Plat of
Subdivision for Resubdivision of Phase III- First Street Redevelopment
Subdivision (First Street Redevelopment PUD)**

Passed by Plan Commission on June 2, 2015

WHEREAS, it is the responsibility of the St. Charles Plan Commission to review Final Plats of Subdivision; and

WHEREAS, the Plan Commission has reviewed the Plat of Vacation and Final Plat of Subdivision for Resubdivision of Phase III -First Street Redevelopment Subdivision dated May 1, 2015; and

WHEREAS, the Plan Commission finds the Final Plat of Subdivision to be in conformance with the PUD Preliminary Plans approved for First Street Phase III by Ordinance 2015-Z-5.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to the City Council approval the Plat of Vacation and Final Plat of Subdivision for Resubdivision of Phase III- First Street Redevelopment Subdivision, dated May 1, 2015, contingent upon the resolution of all staff comments prior to City Council action.

Voice Vote:

Ayes: Wallace, Schuetz, Kessler, Macklin-Purdy, Pretz, Spruth, Frio

Nays: None

Absent: Holderfield, Doyle

Motion Carried.

PASSED, this 17th day of March 2015.

Chairman
St. Charles Plan Commission

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: Russell Colby
 Planning Division Manager

RE: First Street Redevelopment PUD – Plat of Resubdivision and Plat of Vacation for Phase 3

DATE: June 5, 2015

I. APPLICATION INFORMATION:

Project Name: First Street Redevelopment Phase 3

Applicant: City of St. Charles

Purpose: Resubdivide Phase 3 property per approved PUD Preliminary Plan.

General Information:		
Site Information		
Location	Between First St. & the Fox River, north of Illinois St.	
Application:	PUD Preliminary Plan	
Applicable City Code Sections	First St. Phase 3 Preliminary Plan approval ordinance 2015-Z-5	
Existing Conditions		
Land Use	Vacant development site & temporary parking lot	
Zoning	CBD-1 Central Business District - PUD	
Zoning Summary		
North	CBD-1 Central Business District - PUD	Vacant land (planned East Plaza & possible building site)
East	CBD-1 Central Business District	Riverwalk & Fox River
South	CBD-1 Central Business District	Fox Island Square
West	CBD-1 Central Business District - PUD	First St. Building #4- The Plaza parking deck
Comprehensive Plan Designation		
Mixed Use		

II. PROJECT OVERVIEW:

PROPERTY HISTORY/BACKGROUND

The First Street Redevelopment PUD was approved in 2006 as a five phase project spanning a 7.6 acre area of properties along First Street between Prairie St. and Main St.

Phases 1 and 2 were constructed from 2007 to 2009 (New utility and road infrastructure; Relocation of the Blue Goose store; Building 7A-BMO Harris Bank & 16 affordable rental units; Building 4-The Plaza Parking Deck; and the West Plaza/First Street Place).

Phase 3 is the riverfront property located between Main & Illinois Streets. A PUD Preliminary Plan for Phase 3 was reviewed by the Plan Commission in December 2014 and approved by the City Council in March 2015 (Ordinance #2015-Z-5).

The First Street Phase 3 project is a partnership between the City of St. Charles, the owner of the property, and First Street Development II, LLC, the developer. The City entered a Redevelopment Agreement with the developer that specifies a construction timeline and responsibilities for the completing construction of Phase 3. Construction on the project is planned to start this summer.

2015 APPROVED PRELIMINARY PLAN

The Preliminary Plan approved in March 2015 covers the portion of the site located south of the planned East Plaza and is generally located in the previously planned building footprint locations. Attached are location maps showing the building site in relation to the planned public spaces.

- Buildings: PUD Preliminary Plans were approved for Buildings #1 and #2 and the parking deck. A site plan and development data were approved for Building #3, which has not yet been designed. PUD Preliminary Plan approval will be required when the building is proposed.
- Streetscape: Streetscape improvements on First St. and Illinois St. will be similar to what has been constructed along the west side of First Street, with the same hardscape materials, planter boxes, lighting and street furniture. On-street angled parking will be provided along First St. Finalized plans for the streetscape improvements will be presented later this year based on the final building designs. Construction of the streetscape improvements is planned to occur as each building is constructed.
- Riverwalk: The area previously planned for the bi-level riverwalk remains similar to the original 2006 layout. More detailed plans will be presented later in conjunction with the architectural plans for Building #3.
- East Plaza: An area remains reserved for the planned East Plaza, located north of Building #2. Plans for the development of the remaining Phase 3 property north of the East Plaza (up to Main St.) are unknown at this time.

III. PROPOSAL

In accordance with the Redevelopment Agreement, the City of St. Charles is proposing a resubdivision of the Phase 3 site. The resubdivision is in substantial compliance with approved preliminary subdivision layout. Two documents are being presented:

1. A Plat of Vacation, to vacate a portion of the First Street right-of-way to accommodate bump outs in the western façade of Building #2.
2. A Plat of Subdivision, to create lots for each proposed building and the parking deck.

Per the Redevelopment Agreement, the building lots will be conveyed to the developer as each building is constructed, and the parking deck lot (Lot 4) and riverwalk/plaza lot (Lot 5) will remain owned by the City.

Easements

- For each building lot, in lieu of perimeter easements, a blanket utility and access easement (exclusive of building footprints) will be provided to the City. This will enable the City to access the 10 ft. corridors located between each building and the parking deck.
- An access easement over the proposed parking deck lot will be provided to the owners of the building lots to provide access to the private parking planned in the basement level of each building.

Final Engineering Plans

The City is in the process of reviewing Final Engineering Plans for the Phase 3 site.

Final Engineering Plans are reviewed and approved by staff based on conformance with the approved PUD Preliminary Plans and other City Code requirements.

IV. RECOMMENDATION

Review the Final Plat of Subdivision.

Staff has found the application materials to be complete and the Final Plat to be in compliance with the approved PUD Preliminary Plan.

Staff recommends approval of the Final Plat of Subdivision.

V. ATTACHMENTS

- Application
- Proposed Plat of Vacation and Final Plat of Subdivision
- Location/site plans for reference
- Approved PUD Preliminary Plan Ordinance 2015-Z-5

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

FINAL PLAT OF SUBDIVISION APPLICATION

For City Use	
Project Name:	First Street Phase 3
Project Number:	2013 -PR- 018
Application Number:	2015 -AP- 016

Received Date
RECEIVED
St. Charles, IL

 MAY 29 2015

CDD
Planning Division

To request approval of Final Plat for a Subdivision, complete this application and submit it with all required attachments to the Planning Division.

When this application is complete and the plans are substantially in compliance with requirements, the Final Plat will be placed on a Plan Commission agenda for review.

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

1. Property Information:	Location: Vacant riverfront property north of Illinois St., east of S. 1st St.	
	Parcel Number (s): 09-34-127-002, -003, -004, -005, -006; 09-34-378-008, -009, -010, -011, -012	
	Proposed Subdivision Name: Resubdivision of Phase III First Street Redevelopment Subdivision	
2. Applicant Information:	Name City of St. Charles	Phone 630-377-4443
	Address 2 E. Main St. St. Charles, IL 60174	Fax 630-377-4062
		Email rcolby@stcharlesil.gov
3. Record Owner Information:	Name Same as Applicant	Phone
	Address	Fax
		Email

Please check the type of application:

Subdivision:

- Preliminary Subdivision Plat was previously approved by the City
- Combined Preliminary-Final Review Process (Preliminary Plat Application filed concurrently)



Planned Unit Development (PUD):

- PUD Preliminary Plan was previously approved by the City
- Combined Preliminary-Final Review Process (PUD Preliminary Plan Application filed concurrently)
- PUD Final Plan application filed concurrently

This application is not required for a Minor Subdivision (Per City Code Section 16.04.040: Meets all subdivision design standards, no more than 4 lots, no utility extensions or new streets, no stormwater detention required, lots meet minimum zoning standards)

Attachment Checklist:

For Combined Preliminary-Final Review or where multiple applications have been 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 A of the Subdivision Code. (\$300)

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:

Submit one of the following:

- 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.

□ 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:

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.

□ SUBDIVISION PLAT – DRAWING REQUIREMENTS/CHECKLIST:

Complete the attached checklist and ensure that all required information is included on the plat.

□ FINAL ENGINEERING PLANS – DRAWING REQUIREMENTS/CHECKLIST:

Complete the attached checklist and ensure that all required information is included on the Final Engineering Plans.

□ ENGINEER'S COST ESTIMATE SPREADSHEET:

See attached form.

□ STORMWATER MANAGEMENT PERMIT APPLICATION (if not already filed)

□ STORMWATER REPORT

□ FINANCIAL GUARANTEE & LAND IMPROVEMENT AGREEMENT

When submitting the application, provide a draft or description of the proposed guarantee for the payment and completion of Land Improvements (consisting of proposed form, amount and provider of completion guarantee collateral - bond, cash, or letter of credit).

- For Letter of Credit form, see City Code Title 16, Appendix C.
- For Land Improvement Agreement, see City Code Title 16, Appendix D.

A Financial Guarantee and Land Improvement Agreement must be provided prior to the City signing the Final Plat of Subdivision and recording the plat.

□ COPIES OF THIRD PARTY PERMIT/APPROVALS

- Illinois EPA Water Pollution Control Permit for sanitary sewer extension

**RESUBDIVISION OF PHASE III
FIRST STREET REDEVELOPMENT SUBDIVISION**

of

*PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 27 AND THE EAST
HALF OF THE NORTHWEST QUARTER OF SECTION THIRTY-FOUR, TOWNSHIP FORTY NORTH,
RANGE EIGHT EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN KANE COUNTY, ILLINOIS.*

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS

APPROVED THIS _____ DAY OF _____, A.D. 20____
CITY OF ST. CHARLES PLAN COMMISSION,

COMMISSION

DIRECTOR OF COMMUNITY DEVELOPMENT (or Designee) CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS

I, _____ DO HEREBY CERTIFY
THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED, OR THE REQUIRED GUARANTEE BOND
HAS BEEN POSTED FOR THE COMPLETION OF ALL REQUIRED LAND IMPROVEMENTS.

DIRECTOR OF COMMUNITY DEVELOPMENT

DATED AT ST. CHARLES, ILLINOIS, THIS _____ DAY OF _____, A.D. 20____

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS

I, _____ COUNTY CLERK OF KANE COUNTY,
ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID
FORFEITED TAXES AND NO REDRESSABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE
ANNEXED PLAT.
FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED
PLAT.

GIVEN UNDER MY HAND AND SEAL AT GENEVA, ILLINOIS
THIS _____ DAY OF _____, A.D. 20____

COUNTY CLERK

CERTIFICATE AS TO SPECIAL ASSESSMENT

STATE OF ILLINOIS)
COUNTY OF KANE) SS

I DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL
ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPORTIONED
AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

COLLECTOR OF SPECIAL ASSESSMENTS

DATED AT ST. CHARLES, ILLINOIS THIS _____ DAY OF _____, A.D. 20____

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

APPROVED AND ACCEPTED THIS _____ DAY OF _____, A.D. 20____

CITY COUNCIL OF THE CITY OF ST. CHARLES, ILLINOIS

MAYOR

ATTORNEY
CITY CLERK

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED BEING THE OWNER OF THE LAND DESCRIBED IN THE
ANNEXED PLAT, AND THAT HE HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED
THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND
ADOPT THE SAME UNDER THE STYLE AND TITLE THEREIN INDICATED.

ALSO, THIS IS TO CERTIFY THAT PROPERTY BEING, SUBDIVIDED AFORESAID, AND TO THE BEST OF THE
OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF:
ST. CHARLES COMMUNITY UNIT SCHOOL DISTRICT 303

OWNER

DATED THIS _____ DAY OF _____, A.D. 20____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS

I, _____ AS NOTARY PUBLIC,
IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT

_____ PERSONALLY KNOWN
TO ME TO BE THE SAID PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS
SAID OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY BECAME
AND BELIEVED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND
PURPOSES THEREIN SET FORTH.
GIVEN UNDER BY HAND AND NOTARIAL SEAL.

THIS _____ DAY OF _____, A.D. 20____ AT _____
ILLINOIS

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

CERTIFICATION CONCERNING DRAINAGE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE
CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF OR THAT IF SUCH
SURFACE WATERS DRAINAGE WILL CHANGE, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION
AND DIVERSIONS OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS
A RIGHT TO USE AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH
GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO
ADJOINING PROPERTY RESULTING FROM THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____, 20____

REGISTERED PROFESSIONAL ENGINEER

OWNER OR ATTORNEY

BLANKET UTILITY AND ACCESS EASEMENT PROVISIONS:

A BLANKET UTILITY AND ACCESS EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO
THE CITY OF ST. CHARLES AND ITS FRANCHISEES, OVER LOT 1, LOT 2 AND LOT 3 AND
FOR ALL AREAS HEREON PLATTED AND DESIGNATED AS "BLANKET UTILITY AND ACCESS
EASEMENT", "BILLIAGE" (OR SIMILAR DESIGNATION), TO CONSTRUCT, INSTALL, RECONSTRUCT,
REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE UTILITY TRANSMISSION AND
DISTRIBUTION SYSTEMS AND LINES IN, UNDER, OVER, ACROSS, ALONG AND UPON THE
SURFACE OF SAID EASEMENT, INCLUDING WITHOUT LIMITATION, WATER MAINS, STORMWATER
RUNOFF, STORM SEWERS, SANITARY SEWERS, GAS MAINS, TELEPHONE CABLES, ELECTRICAL
LINES, AND CABLE TELEVISION.

NO ENCROACHMENT OF ANY KIND SHALL BE ALLOWED WITHIN SAID EASEMENT UNLESS THE
CITY DETERMINES AND APPROVES THAT SAID ENCROACHMENT SHALL NOT INTERFERE WITH
THE PROPER FUNCTIONING OF SUCH UTILITY FACILITIES, SUCH AS NON-INTERFERING
ENCROACHMENT BY FENCES, GARDENS, SHRUBS, AND OTHER LANDSCAPING MATERIAL.

THE CITY AND ITS FRANCHISEES WITH PERMITS FROM THE CITY MAY ENTER UPON SAID
EASEMENT FOR THE USES HEREON SET FORTH AND HAVE THE RIGHT TO CUT, TRIM OR
REMOVE ANY FENCES, TREES, SHRUBS OR OTHER PLANTS WITHIN THE AREAS DESIGNATED
"BLANKET UTILITY AND ACCESS EASEMENT", "BILLIAGE" (OR SIMILAR DESIGNATION), WHICH
ENCROACH ON AND INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION,
REPAIR, REMOVAL, REPLACEMENT, MAINTENANCE AND OPERATION OF THE UNDERGROUND
TRANSMISSION AND DISTRIBUTION SYSTEMS AND SUCH FACILITIES APPURTENANT THERETO.

FOLLOWING ANY WORK TO BE PERFORMED BY CITY FRANCHISEES WITH PERMITS FROM THE
CITY, IN THE EXERCISE OF THE EASEMENT RIGHTS GRANTED HEREIN, SAID ENTITIES SHALL
MAKE SURFACE RESTORATION OR REPAIRS, INCLUDING BUT NOT LIMITED TO, PAVEMENT,
FENCES, LANDSCAPING MATERIALS, LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT
THE CITY SHALL BE OBLIGATED FOLLOWING MAINTENANCE WORK TO BACKFILL AND MOUND ANY
TRENCH CREATED SO AS TO NEARLY SUITABLE DRAINAGE TO REMOVE ALL EXCESS DEBRIS
AND SPOILS AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND
WORKMANLIKE CONDITION.

SAID BLANKET UTILITY AND ACCESS EASEMENT IS HEREBY RESERVED FOR AND GRANTED
TO THE CITY OF ST. CHARLES ITS SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF
INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPAIRING, ENLARGING,
REMOVING, REPAIRING, CLEANING AND MAINTAINING ALL CONSTRUCTED IMPROVEMENTS
LOCATED ON COMMON LOT 4 AND SUCH IMPROVEMENTS AND ACCESSORIES THERETO AS
SAID CITY MAY DEEM NECESSARY, TOGETHER WITH THE RIGHT OF ACCESS FOR THE
NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OR ALL OF THE ABOVE WORK.

RECORDER'S CERTIFICATE

INSTRUMENT NO. _____
WAS FILED FOR RECORD IN THE RECORDERS OFFICE OF KANE COUNTY,
ILLINOIS, ON THE _____ DAY OF _____, 20____
AT _____ O'CLOCK, M.

RECORDER OF DEEDS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

THIS IS TO CERTIFY THAT I, PAUL N. MARCHESE, ILLINOIS PROFESSIONAL LAND
SURVEYOR NO. 035-02461, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING
DESCRIBED PROPERTY:

LOTS 2, 3, 4, 5, 11 AND 12 IN PHASE B FIRST STREET REDEVELOPMENT SUBDIVISION
OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 27 AND
THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION THIRTYFOUR,
TOWNSHIP FORTY NORTH, RANGE EIGHT EAST OF THE THIRD PRINCIPAL MERIDIAN,
ALL IN KANE COUNTY, ILLINOIS.

GIVEN UNDER BY HAND AND SEAL AT ROSSELLE, ILLINOIS,
THIS 13th DAY OF MAY, A.D. 2015.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-02461
My Current Expiration Expires November 30, 2016

PAUL N. MARCHESE
1010 WOOD DRIVE
ROSSELLE, ILLINOIS 60172
(630) 984-0580
FILE NO. 155-46966

SPECIAL FLOOD HAZARD AREA CERTIFICATE

THIS IS TO CERTIFY THAT THE PARCELS INCLUDED IN THIS RECORD OF DEED ARE
LOCATED IN THE SPECIAL FLOOD HAZARD AREA IDENTIFIED FOR THE CITY OF ST.
CHARLES, ILLINOIS BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON
FLOOD INSURANCE RATE MAP, PANEL NO. 17089 C 0282 H DATED AUGUST 3, 2009.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 034-02461

SHEET: 1 OF 2

PLN NO.: 09-27-378-001
09-27-378-002
09-27-378-003
09-24-127-001

ADDRESS: FIRST STREET
ST. CHARLES, ILLINOIS

ORDERED BY: CITY OF ST. CHARLES

Please Return the recorded Mylar to:

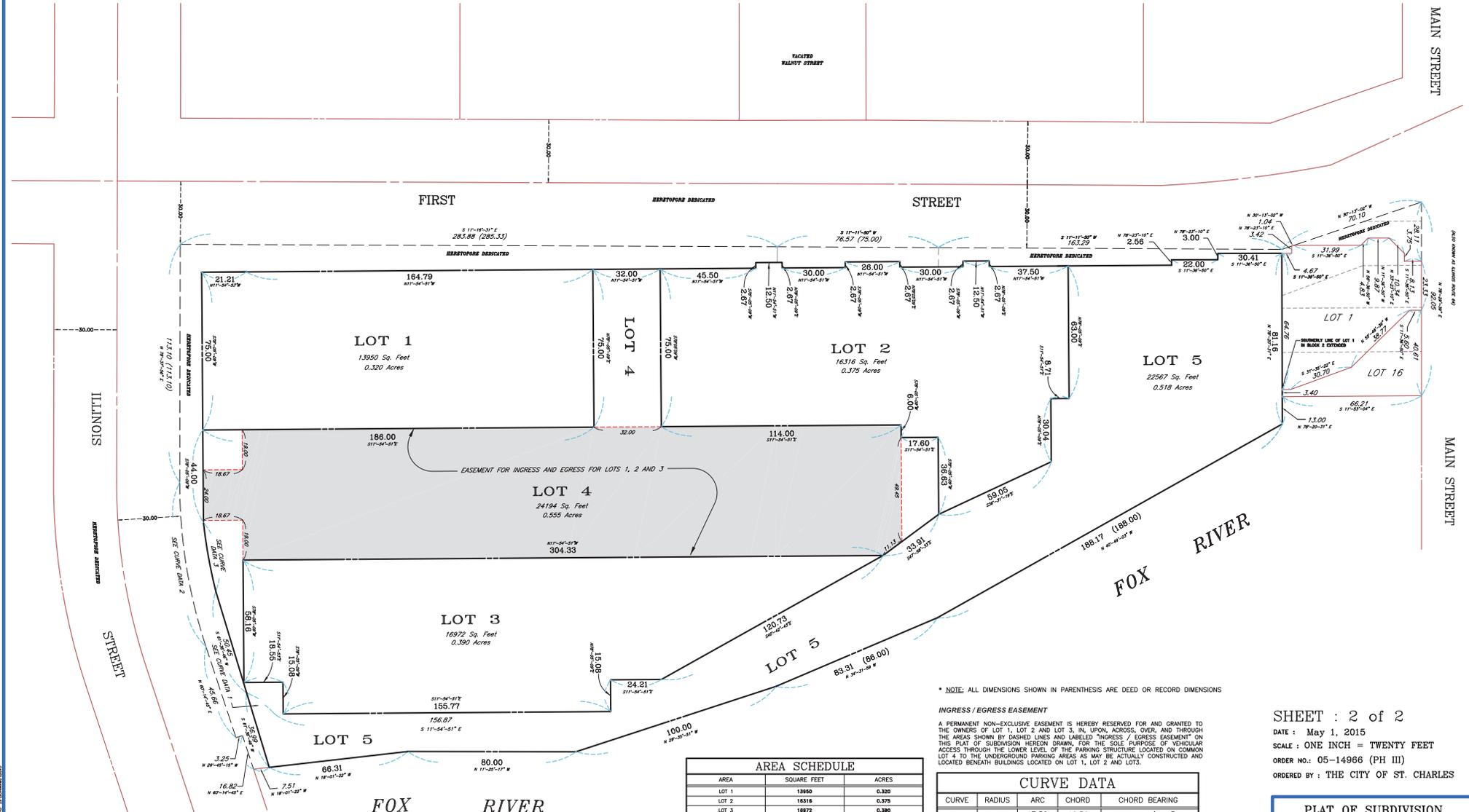
City of St. Charles
2 E Main Street
St. Charles, IL 60174

PLAT OF SUBDIVISION
Prepared By
MARCHESE AND SONS, Inc.
land - marshall - construction surveys
18 Monroe Drive
Normal, Illinois 61754
Phone: (630) 844-3440
Fax: (630) 844-3449

RESUBDIVISION OF PHASE III FIRST STREET REDEVELOPMENT SUBDIVISION

of

PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 27 AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION THIRTY-FOUR, TOWNSHIP FORTY NORTH, RANGE EIGHT EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN KANE COUNTY, ILLINOIS.

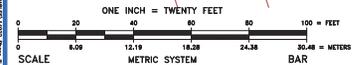


* NOTE: ALL DIMENSIONS SHOWN IN PARENTHESIS ARE DEED OR RECORD DIMENSIONS

INGRESS / EGRESS EASEMENT
A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE OWNERS OF LOT 1, LOT 2 AND LOT 3, IN, UPON, ACROSS, OVER, AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "INGRESS / EGRESS EASEMENT" ON THIS PLAT OF SUBDIVISION HEREON DRAWN, FOR THE SOLE PURPOSE OF VEHICULAR ACCESS THROUGH THE LOWER LEVEL OF THE PARKING STRUCTURE LOCATED ON COMMON LOT 4 TO THE UNDERGROUND PARKING AREAS AS MAY BE ACTUALLY CONSTRUCTED AND LOCATED BENEATH BUILDINGS LOCATED ON LOT 1, LOT 2 AND LOTS.

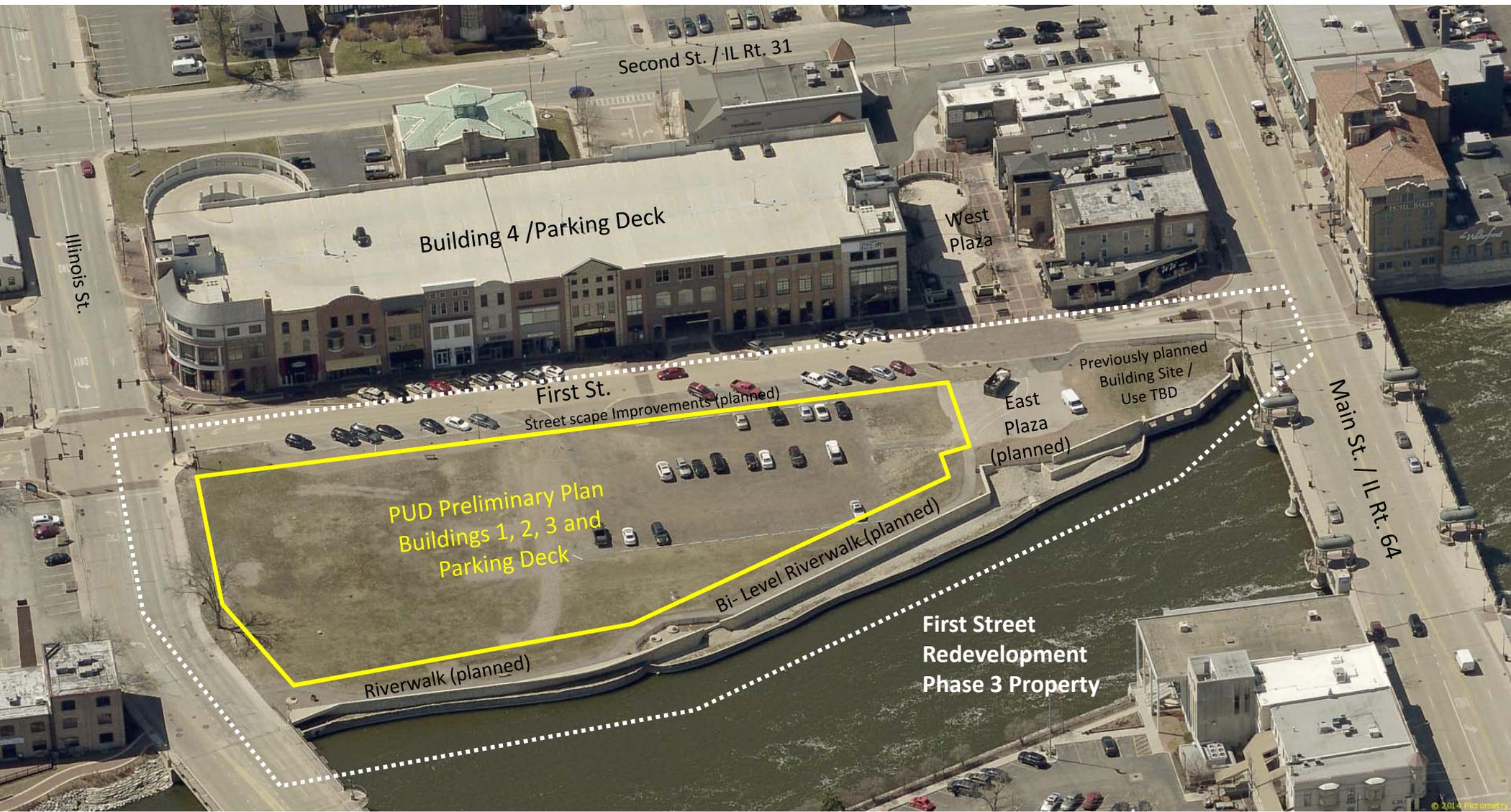
AREA SCHEDULE		
AREA	SQUARE FEET	ACRES
LOT 1	13950	0.320
LOT 2	16316	0.375
LOT 3	16972	0.390
LOT 4	24194	0.555
LOT 5	22567	0.518
TOTAL	93999	2.158
INGRESS AND EGRESS EASEMENT	18845	0.456

CURVE DATA				
CURVE	RADIUS	ARC	CHORD	CHORD BEARING
ONE	15.78	17.50	16.59	S 23°-52'-13"W
TWO	247.30	79.36	79.02	N 69°-26'-21"E
THREE	247.30	33.26	33.23	N 68°-18'-05"E



SHEET : 2 of 2
DATE : May 1, 2015
SCALE : ONE INCH = TWENTY FEET
ORDER NO.: 05-14966 (PH III)
ORDERED BY : THE CITY OF ST. CHARLES

PLAT OF SUBDIVISION
Prepared by
MARCHESE AND SONS, Inc.
land - marshall - construction surveys
18 Monroe Drive, North, Illinois 60112 Phone : (815) 884-3880 Fax : (815) 884-3889



Illinois St.

Second St. / IL Rt. 31

Building 4 / Parking Deck

West Plaza

First St.

Street scape Improvements (planned)

Previously planned Building Site / Use TBD

East Plaza (planned)

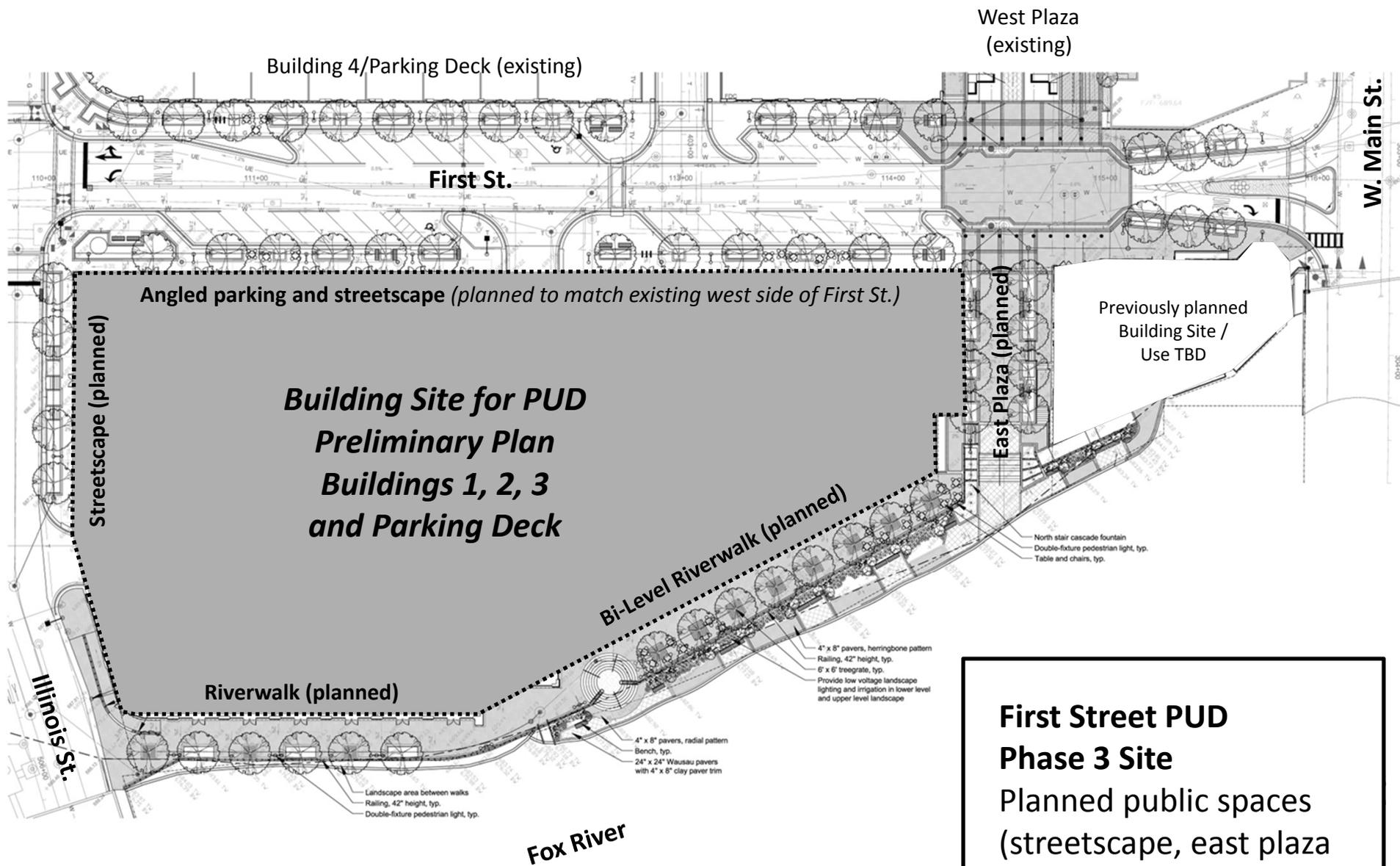
Main St. / IL Rt. 94

PUD Preliminary Plan Buildings 1, 2, 3 and Parking Deck

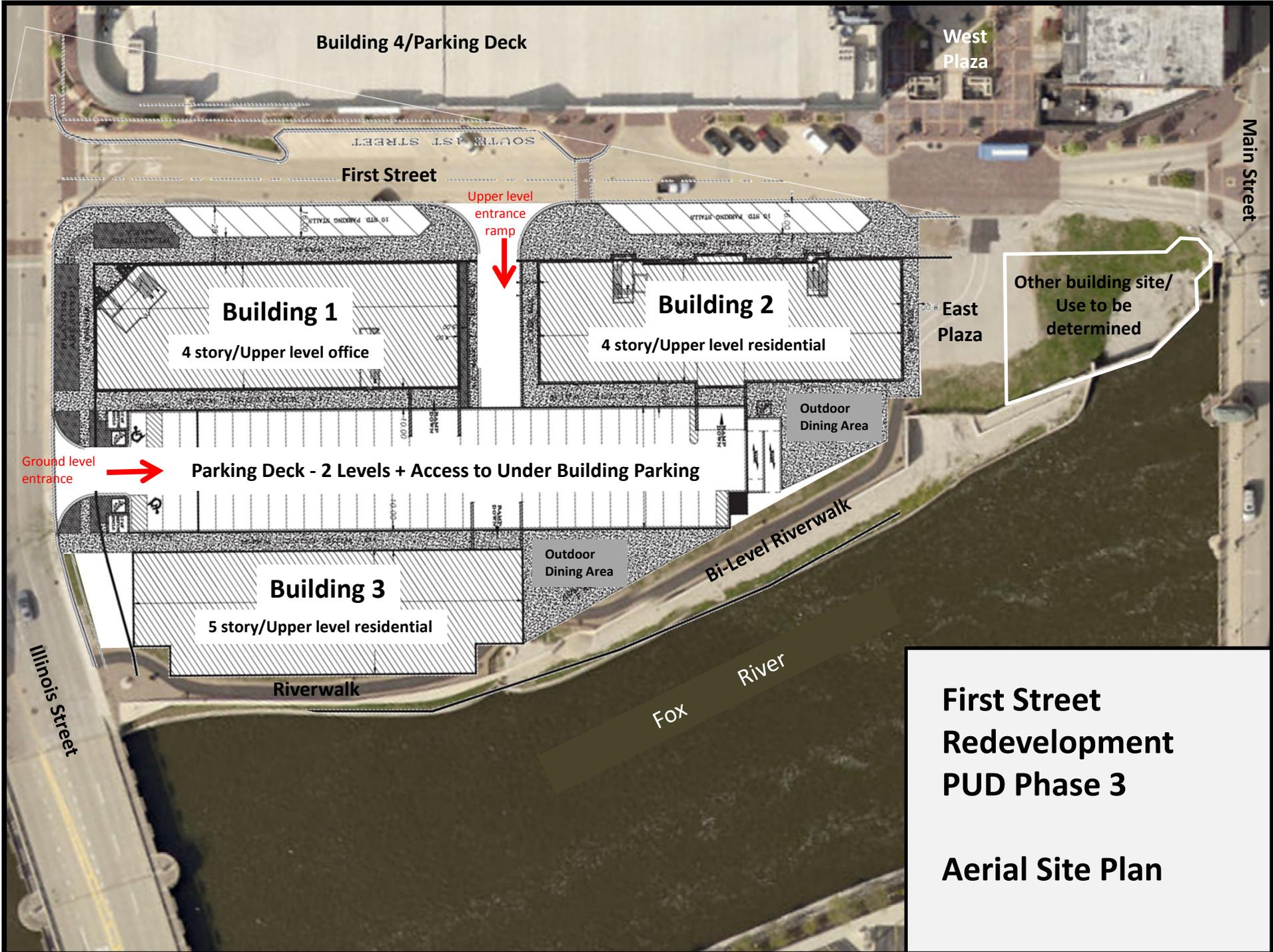
Bi-Level Riverwalk (planned)

Riverwalk (planned)

First Street Redevelopment Phase 3 Property



**First Street PUD
Phase 3 Site**
Planned public spaces
(streetscape, east plaza
and riverwalk)



Building 4/Parking Deck

West Plaza

Main Street

First Street

Upper level entrance ramp

Building 1

4 story/Upper level office

Building 2

4 story/Upper level residential

East Plaza

Other building site/
Use to be determined

Outdoor Dining Area

Ground level entrance



Parking Deck - 2 Levels + Access to Under Building Parking

Outdoor Dining Area

Bi-Level Riverwalk

Building 3

5 story/Upper level residential

Riverwalk

Fox River

Illinois Street

First Street
Redevelopment
PUD Phase 3

Aerial Site Plan

City of St. Charles, Illinois

Refer to:	3-2-2015
Minutes	
Page	

Ordinance No. 2015-Z-5

Motion to Approve an Ordinance Granting Approval of a PUD Preliminary Plan for a portion of Phase 3 of the First Street Redevelopment PUD (Buildings 1, 2, 3 and Parking Deck).

**Adopted by the
City Council
of the
City of St. Charles
March 2, 2015**

**Published in pamphlet form by
authority of the City Council
of the City of St. Charles,
Kane and Du Page Counties,
Illinois, March 6, 2015**

Nancy Gamson

City Clerk



(SEAL)

City of St. Charles, Illinois
Ordinance No. 2015-Z-5_____

**An Ordinance Granting Approval of a PUD Preliminary Plan for a portion of
Phase 3 of the First Street Redevelopment PUD
(Buildings 1, 2, 3 and Parking Deck)**

WHEREAS, an application has been filed for PUD Preliminary Plan for a portion of Phase 3 of the First Street Redevelopment PUD, said realty being legally described on Exhibit "A" attached hereto and incorporated herein (the "Subject Realty"); and,

WHEREAS, said application was filed with the City on or about November 3, 2014, by First Street Development II, L.L.C. ("Applicant") and authorized by the record owner of the Subject Realty, the City of St. Charles ("Record Owner"); and,

WHEREAS, the Historic Preservation Commission recommended approval of the PUD Preliminary Plan on or about November 19, 2014; and,

WHEREAS, the Plan Commission recommended approval of the PUD Preliminary Plan on or about December 16, 2014; and,

WHEREAS, the Planning & Development Committee of the City Council recommended approval of the PUD Preliminary Plan on or about February 17, 2015; 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 Plan, incorporated herein as Exhibit "B", such that the following documents and illustrations are hereby approved, reduced copies of which are attached hereto, subject to satisfactory resolution of all outstanding staff review comments and 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:

- Development Data, dated February 27, 2015
- Specifications for the Proposed Parking Deck, dated February 27, 2015
- Preliminary Engineering Plans titled "1st Street Phase 3", prepared by County Engineers, Inc., dated January 28, 2015 and February 16, 2015

- Building Architectural Elevations for Building 1, Building 2, and the Parking Deck prepared by Marshall Architects, dated February 2, 2015.

3. Preliminary Plans shall be submitted for review by the Historic Preservation Commission and Plan Commission and approval by the City Council for the following:

- Streetscape Improvements for First and Illinois Streets.
- Building Architectural Elevations for Building #3.
- Riverwalk Improvements along the Fox River frontage.
- Plaza area north of Building #2

4. 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.

5. 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.

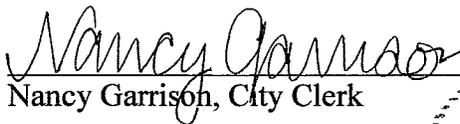
PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 2nd day of March, 2015.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 2nd day of March, 2015.

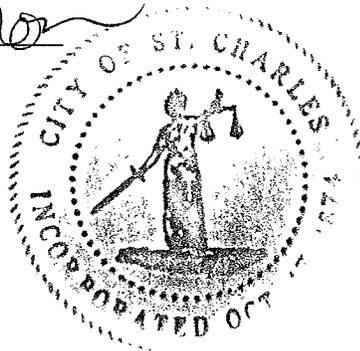
APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 2nd day of March, 2015.


 Raymond P. Rogina, Mayor

Attest:


 Nancy Garrison, City Clerk

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



APPROVED AS TO FORM:

City Attorney

DATE: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 3, 4, 5 11 and 12 in the Phase III First Street Redevelopment Subdivision, according to the plat thereof recorded as Document No. 2008K089916, in the City of St. Charles, Kane County, Illinois.

EXHIBIT "B"

PUD PRELIMINARY PLAN

- Development Data, dated February 27, 2015
- Specifications for the Proposed Parking Deck, dated February 27, 2015
- Preliminary Engineering Plans titled "1st Street Phase 3", prepared by County Engineers, Inc., dated January 28, 2015 and February 16, 2015
- Building Architectural Elevations for Building 1, Building 2, and the Parking Deck prepared by Marshall Architects, dated February 2, 2015.

FIRST STREET PHASE 3 DEVELOPMENT DATA
2/27/15

Building No.	Type	Floor Level	Area/Units
Building 1	Parking	Basement	27 spaces
	Retail/Commercial	1 st level	11,865 sf
	Office	2 nd level	11,865 sf
	Office	3 rd level	11,865 sf
	Office	4 th level	11,865 sf
Total Building area			47,460 sf
Building 2	Parking	Basement	27 spaces
	Retail/Commercial	1 st level	11,898 sf
	Residential	2 nd level	12,000 sf
	Residential	3 rd level	12,000 sf
	Residential	4 th level	12,000 sf
Total Residential (12 Studio, 12 1-Bedroom, 12 2-Bedroom)			36 units
Total Building area			47,898 sf
Building 3	Parking	Basement	25 spaces
	Retail/Commercial	1 st level	11,966 sf
	Residential	2 nd level	11,966 sf
	Residential	3 rd level	11,966 sf
	Residential	4 th level	11,966 sf
	Residential	5 th level	11,966 sf
Total Residential (8 1-Bedroom, 16 2-Bedroom, 8 3-Bedroom)			32 units
Total Building area			59,830 sf
Parking Deck	Parking	1 st level	57 spaces
	Parking	2 nd level	53 spaces
Total Parking Count			110 spaces

SPECIFICATIONS FOR PROPOSED PARKING DECK

2/27/15

Revised 3/2/15

1. The proposed parking structure will be designed, constructed and considered as an "open air" parking structure as defined per building codes. Therefore, the following systems are not contemplated: Fire alarm, ventilation/vapor intrusion, drainage into the sanitary system/sand oil separator for the lower level of the deck, and no mechanical/electrical room is included in the plans.
2. Fire Sprinkler System: For an open deck, Installation of a dry type I standpipe system with a minimum of 2 hose stations located on each level of the parking structure. The fire department connection would be located near the Illinois St. entrance.
3. 8 feet of vertical clearance is required within the parking garages which includes the parking areas below buildings 1, 2, 3 and the open parking garage.
4. Larger double tee precast designed to accommodate the loads induced by the City's Fire Department ladder truck shall be located generally in the area approximately 62' east of the ramp from First Street and approximately 28' wide centered on the centerline of the ramp.
5. 3" concrete topping (broom finish and wet cured) over larger double tees included.
6. Control joints with sealant over each precast piece joint and the application of a silane sealer over the entire upper level surface.
7. Sealing and caulking for all precast joints is included.
8. Confirmation the proposed deck can handle anticipated snow loadings and snow removal operations as described:

It is thought that the 6-wheel dump would be backed up the ramp and parked in the middle (Area where the ladder truck was anticipated to sit) and then the other equipment would be used to push and load snow at the same time. It would be conceivable for at least the 6-wheeler, Wheel Loader and Backhoe to be up there at one time working.

Equipment	Operating Weight (lbs)	Contact Area Front (Sqi)	Contact Area Back (Sqi)	Total Contact Area (Sqi)	Ground Pressure per Contact (psi)
JD 544k Wheel Loader	28660	468	468	936.00	30.62
JD 410k Backhoe	16500	260	468	728.00	22.66
Case 410 Skid Steer (with bucket)	6200	189	189	378.00	16.40
6 Wheel Dump (Loaded w/plow)	50000	255	952	1207.00	41.43
* NOTE - Calculations based on level surface and no movement					
* * NOTE - Construction Equipment was calculated as "unloaded", Dump truck calculated as fully loaded.					

9. All conduit is rigid conduit and all fittings are rated for outdoor use.
10. Adequate light fixtures to meet required codes or industry standards including but not limited to emergency lighting, exit lighting, egress path lighting and also with respect to

lighting on the upper and lower level of the parking deck is included. Walker Parking's initial review indicated that more than 14 light fixtures on the lower level, as identified in the preliminary cost estimate from Premium Electric Services dated January 6, 2015, may be needed. All lighting fixtures to be subject to review and approval by the City. Developer has budgeted an allowance of \$28,000 for upper level fixtures. Should the City select a more expensive fixture for the upper level, the City would cover the cost difference. Photometrics to be included with Final Engineering plans prepared by the developer.

11. Lower level sump pumps (2) and back-up/alarm system is included.
12. Coverings/treatments over required openings to comply with the lower level being open air are included. Design subject to review by the City.
13. All required ramp/stair handrails, bollards, doors and door frames, flashing and trim are included.
14. Foundation: 6" perimeter drains is included.
15. Public storm sewer passing under the parking deck to be reconstructed per the Preliminary Engineering Plans.
16. Striping and directional signage
17. Future security and parking counter system to be determined jointly by developer and staff during Final Engineering.

1ST STREET PHASE 3

NORTHEAST CORNER OF 1ST STREET AND ILLINOIS STREET

ST. CHARLES, ILLINOIS

WARNING



CALL BEFORE YOU DIG
(48 HOURS NOTICE REQUIRED PRIOR TO DIGGING)

CITY OF ST. CHARLES NOTES

1. ALL PERVIOUS AREA SHALL BE SOODED OVER A MINIMUM OF 6" OF TOP SOIL UNLESS OTHER LANDSCAPING METHODS ARE APPROVED ON THE LANDSCAPING PLAN.
2. ALL CONDUIT OR PIPE CONSTRUCTED UNDER EXISTING OR PROPOSED PAVED SURFACES AND WALKS SHALL BE BACKFILLED WITH GRANULAR BACKFILL THOROUGHLY COMPACTED IN ACCORDANCE WITH THE SPECIFICATIONS. GRANULAR BACKFILL IS ALSO REQUIRED WITHIN 2' OF PAVED SURFACES.
3. ALL PAVING, SIDEWALK, AND EXCAVATION WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) AND THE CITY OF ST. CHARLES STANDARD DETAILS, CODES AND REQUIREMENTS.
4. ALL SEWER AND WATER MAIN WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS AND CITY OF ST. CHARLES CONSTRUCTION STANDARDS.
5. CONTRACTOR TO GUARANTEE ALL MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR AFTER ACCEPTANCE BY THE CITY.
6. ALL EXISTING UTILITIES OR IMPROVEMENTS, INCLUDING WALKS, CURBS, PAVEMENT AND PARKWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE PROMPTLY RESTORED TO THEIR RESPECTIVE ORIGINAL CONDITION.
7. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION TO VERIFY IN THE FIELD ALL EXISTING AND UNDERGROUND UTILITIES ADJACENT TO THE PROJECT, AND BE RESPONSIBLE FOR PROTECTION OF SAME.
8. ALL CONCRETE SHALL BE 6 BAG MIX, 3500 PSI CONCRETE AT 14 DAYS. CURING MATERIAL SHALL BE MEMBRANE CURING COMPOUND AND SHALL BE WHITE IN COLOR TO ASSURE ADEQUATE COVERAGE.
9. CONTRACTOR SHALL NOTIFY CITY 48 HOURS IN ADVANCE OF CONSTRUCTION OF UNDERGROUND WORK. NO UNDERGROUND WORK SHALL BE COVERED UNTIL SAME HAS BEEN INSPECTED BY THE CITY. APPROVAL TO PROCEED MUST BE OBTAINED FROM THE CITY PRIOR TO INSTALLING PAVEMENT BASE, PAVEMENT BINDER, PAVEMENT SURFACE, AND PRIOR TO POURING ANY CONCRETE AFTER FORMS HAVE BEEN SET.
10. IF APPLICABLE, ALL NEW REINFORCED CONCRETE PIPE STORM SEWER 12" AND LARGER WHERE SHOWN ON THE PLANS SHALL BE ASTM DESIGNATION C-78 MINIMUM CLASS, CLASS III. ALL PIPE WITH LESS THAN 3' OF COVER AND MORE THAN 15' OF COVER SHALL BE CLASS V. ALL JOINTS SHALL BE "O" RING RUBBER GASKET CONFORMING TO ASTM C-361 SPECIFICATIONS. ALL STORM SEWERS WITH LESS THAN 1.25' OF COVER AND ALL DUCTILE IRON PIPE STORM SEWERS WHERE SHOWN ON THE PLANS SHALL BE DUCTILE IRON PIPE CLASS 52 AND SPECIFICATIONS A-21.51 WITH PUSH-ON OR MECHANICAL JOINTS AND POLYETHYLENE ENCASEMENT.
11. BITUMINOUS PAVEMENT MATERIAL MUST BE PLACED IN TWO LIFTS. THICKNESS OF EACH LIFT SHALL BE AS SHOWN ON APPROVED PLANS. ALL MATERIAL SHALL BE CLASS I BITUMINOUS AS PER DOT STANDARDS. THE FINAL SURFACE COURSE SHALL NOT BE INSTALLED UNTIL THE CITY HAS APPROVED THE COMPACTION OF THE BINDER MATERIAL. THE BINDER COURSE SHALL NOT BE INSTALLED UNTIL THE COMPACTION OF THE STONE BASE HAS BEEN APPROVED BY THE CITY. THE FINAL SURFACE COURSE MAY NOT BE INSTALLED UNTIL THE MAJOR PORTION OF BUILDING CONSTRUCTION HAS BEEN COMPLETED AS DETERMINED AND APPROVED BY THE CITY.

NOTE: IN CASE OF CONFLICT WITH OTHER NOTES AND SPECIFICATIONS, THE CITY'S STANDARD NOTES AND DETAILS SHALL APPLY.

UNDERGROUND UTILITY NOTE:

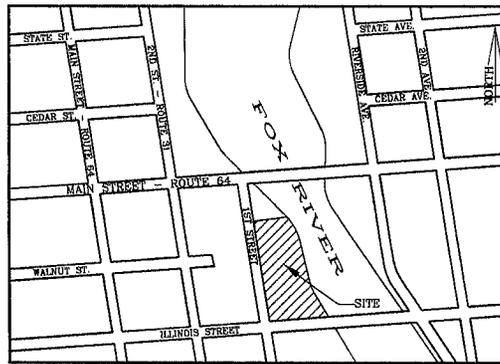
The location of existing underground utilities, such as water mains, sewers, gas lines, etc., as shown on the plans, has been determined from the best available information and is given for the convenience of the Contractor. However, the Owner and the Engineer do not assume responsibility in the event that during construction, utilities other than those shown may be encountered, and that the actual location of those which are shown may be different from the location as shown on the plans.

USE OF DRAWINGS

Client agrees not to use or permit any other person to use plans, drawings, or other product prepared by the Engineer, which plans, drawings, or other work product are not final and which are not signed, and stamped or sealed by the Engineer and contain the words "Released For Construction".

HOLD HARMLESS STATEMENT

The Engineer is not overseeing the construction of this project. The use of these Drawings and Specifications by and Contractor, Subcontractor, Builders, Mechanic, Tradesmen or Worker shall constitute a Hold Harmless Agreement between the User and the Engineer. The User shall in fact agree to hold the Engineer harmless for any responsibility in regard to construction means, methods, techniques, sequences or procedures and for any safety precautions and programs in connection with the work and further shall hold the Engineer harmless for costs and problems arising from the negligence of Contractor, Subcontractor, Builders, Mechanic, Tradesmen or Workers. The use of these Drawings also implies that the Engineer shall take no responsibility for the plan User's failure to carry out the work in accordance with the Drawing and Specifications.



LOCATION MAP
NOT TO SCALE

LEGEND			
	PROPOSED STORM SEWER		PROPOSED SPOT GRADE
	EXISTING STORM SEWER		EXISTING SPOT GRADE
	PROPOSED SANITARY SEWER		PROPOSED CONTOUR
	EXISTING SANITARY SEWER		EXISTING CONTOUR
	PROPOSED WATER MAIN		EXISTING CONTOUR
	EXISTING WATER MAIN		SILT FENCE
	PROPOSED SANITARY MANHOLE		OVERFLOW DIRECTION
	EXISTING SANITARY MANHOLE		PROPOSED CURB
	EXISTING STORM STRUCTURE		EXISTING CURB
	PROPOSED STORM STRUCTURE		PROPOSED EDGE OF PAVEMENT
	PROPOSED FIRE HYDRANT		
	PROPOSED GATE VALVE		

SHEET INDEX

TITLE	SHEET NO.
TITLE SHEET	1
TOPOGRAPHY & DEMOLITION PLAN	2
GEOMETRIC PLAN	3
BUILDING 1 INFORMATION	4
BUILDING 2 INFORMATION	5
PARKING STRUCTURE UPPER/LOWER LEVELS	6
GRADING PLAN	7
UTILITY PLAN	8
PLAT OF SUBDIVISION	

BENCHMARK:

CITY OF ST. CHARLES--
STATION N 19 ELEV=698.45 NAVD88
AT SAINT CHARLES, KANE COUNTY, IN NORTHEAST LIMESTONE CORNER OF THE REHMS ELECTRICAL BUILDING, 6 FEET EAST OF THE NORTH (FRONT) ENTRANCE, AND ABOUT 1 FOOT ABOVE SIDEWALK. A STANDARD DISC, STAMPED N 19 1934 AND SET VERTICALLY.



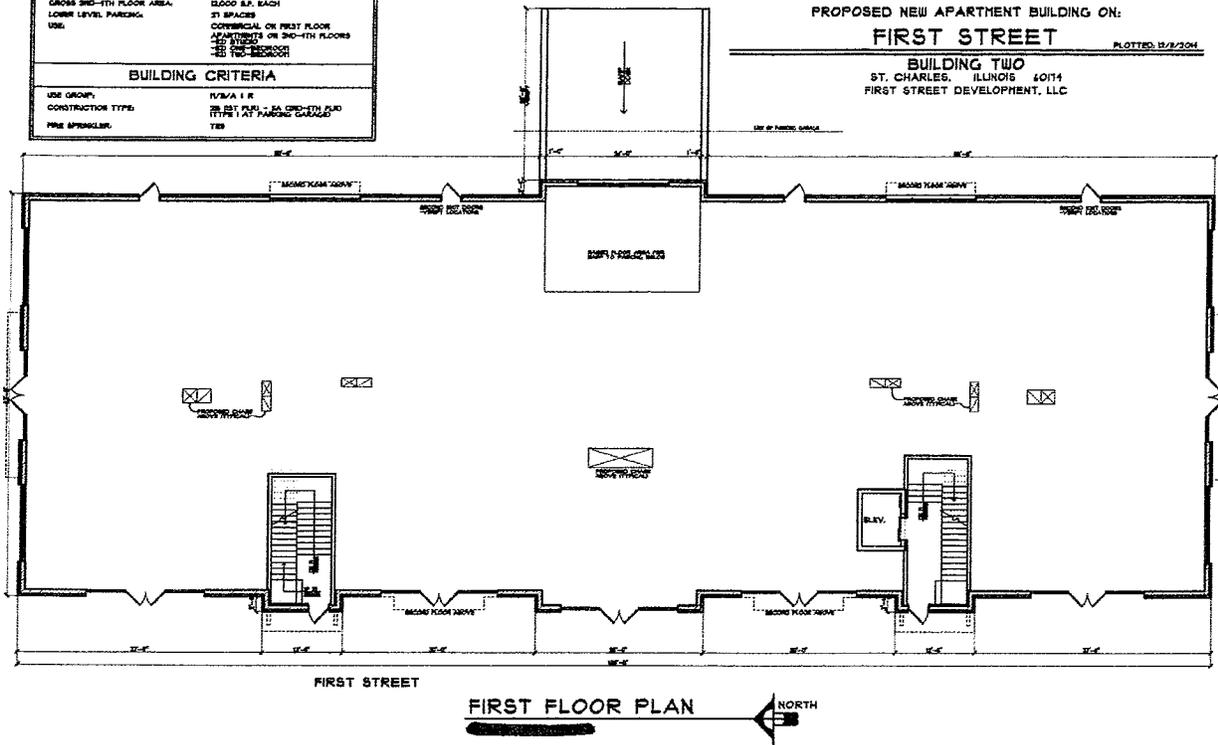
BRANDON AFAARI
REGISTERED PROFESSIONAL ENGINEER
RENEWAL DATE: 11/30/15

COUNTY ENGINEERS INC.
2202 GARY LANE, GENEVA, ILLINOIS 60134
830.364.6976 ceillinois@aol.com

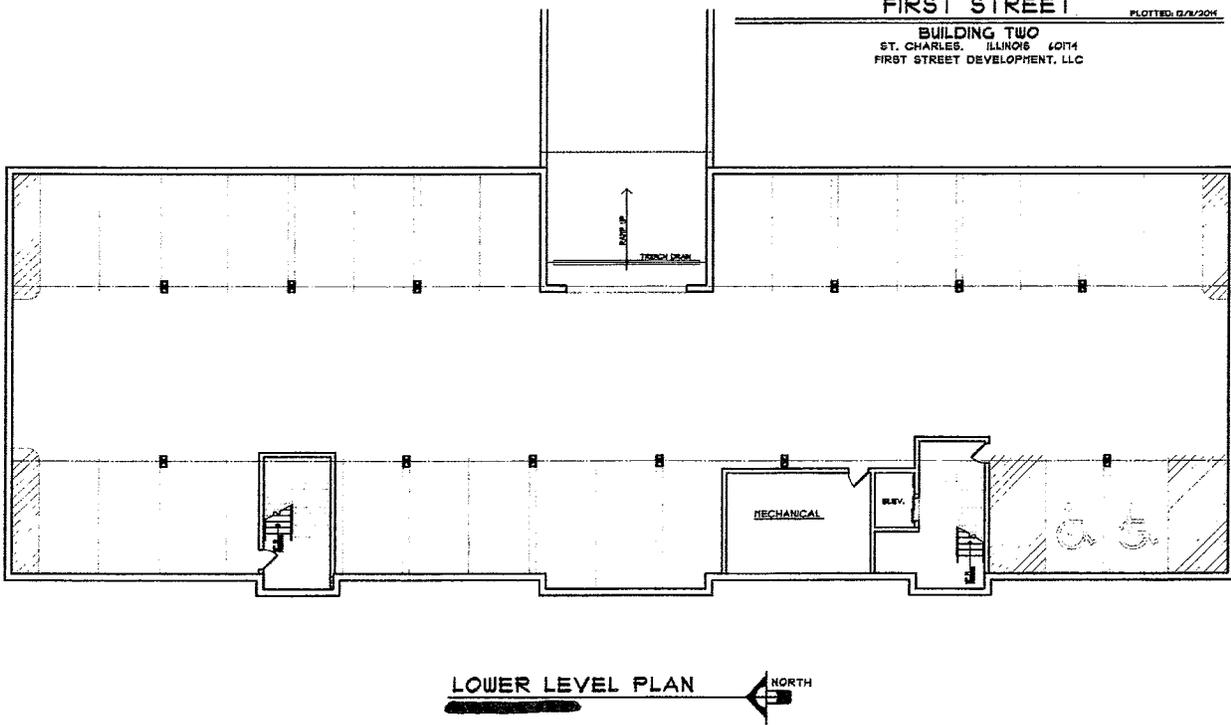
BUILDING TWO

SITE CRITERIA	
FOOTPRINT:	834 S.F.
TOTAL GROSS BUILDING AREA, INCLUDING ALL STORIES EXCEPT LOWER LEVEL GARAGE:	4104 S.F.
LOWER LEVEL GARAGE:	
GROSS FIRST FLOOR AREA:	834 S.F.
RETAIL/RENT:	1400 S.F.
GROSS 2ND-4TH FLOOR AREA:	1870 S.F.
APARTMENTS ON 2ND-4TH FLOORS:	20 UNITS
LOWER LEVEL PARKING:	21 SPACES
USE:	COMMERCIAL ON FIRST FLOOR APARTMENTS ON 2ND-4TH FLOORS
BUILDING CRITERIA	
USE GROUP:	R/3A I R
CONSTRUCTION TYPE:	2B, 2C, 2D, 2E, 2F, 2G, 2H, 2I, 2J, 2K, 2L, 2M, 2N, 2O, 2P, 2Q, 2R, 2S, 2T, 2U, 2V, 2W, 2X, 2Y, 2Z
FIRE SPRINKLER:	YES

PROPOSED NEW APARTMENT BUILDING ON:
FIRST STREET PLOTTED: 02/12/2014
BUILDING TWO
 ST. CHARLES, ILLINOIS 60114
 FIRST STREET DEVELOPMENT, LLC

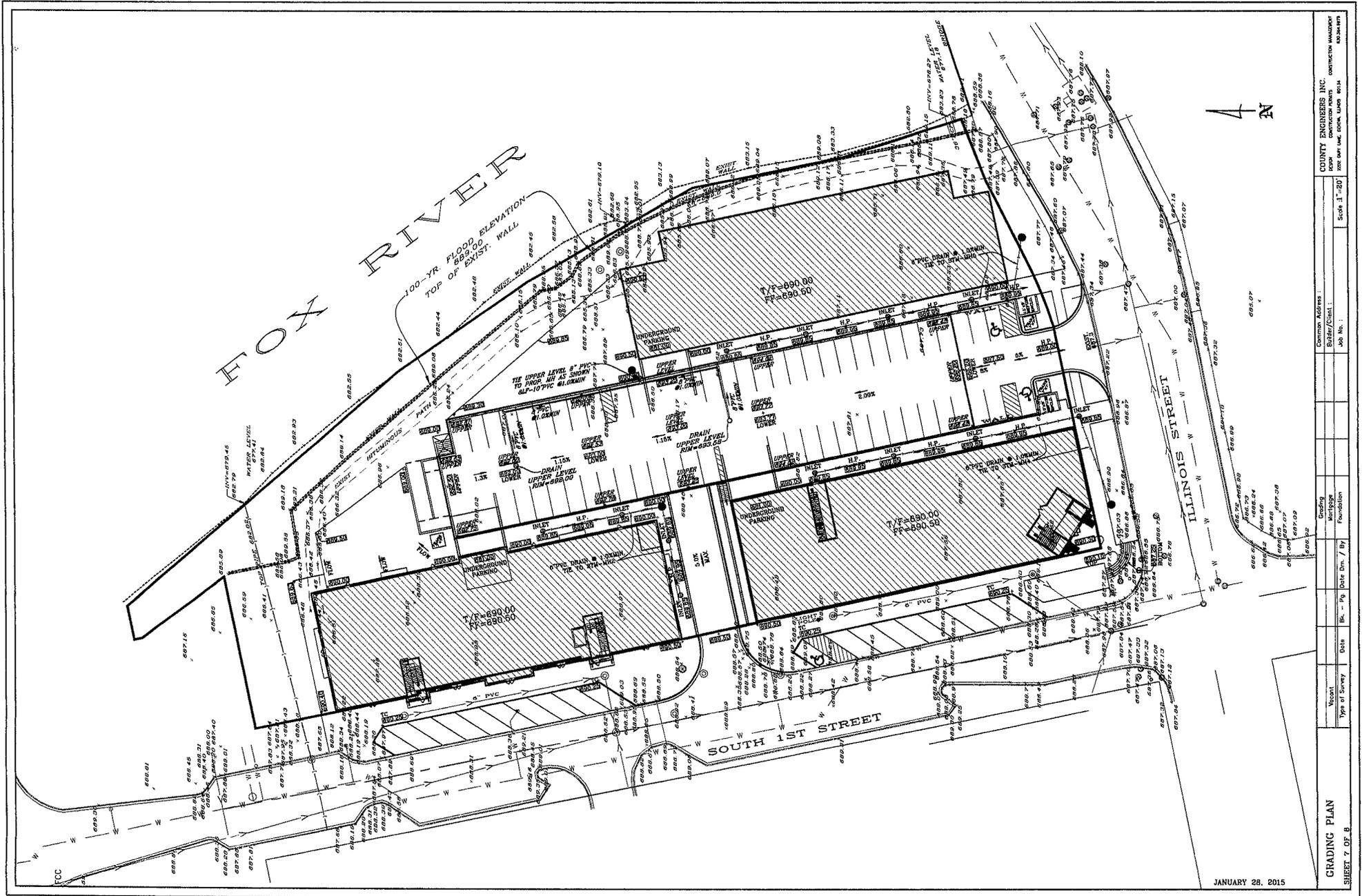


PROPOSED NEW APARTMENT BUILDING ON:
FIRST STREET PLOTTED: 02/12/2014
BUILDING TWO
 ST. CHARLES, ILLINOIS 60114
 FIRST STREET DEVELOPMENT, LLC



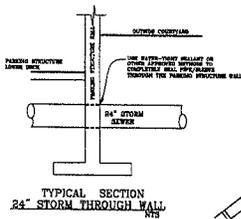
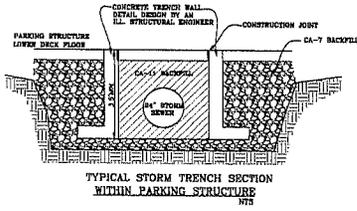
STOP BE ARBITRARY

BUILDING 2 INFORMATION		Common Address :		COUNTY ENGINEERS INC.	
Vacant				2222	CONSTRUCTION PERMITS
Type of Survey	Date	Bk. - Pg.	Date Dm. / By	Job No. :	Scale : NTS
					2222 GAY LANE, COVINGTON, ILLINOIS 60124
					CONSTRUCTION MANAGEMENT 630.384.8975

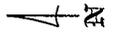
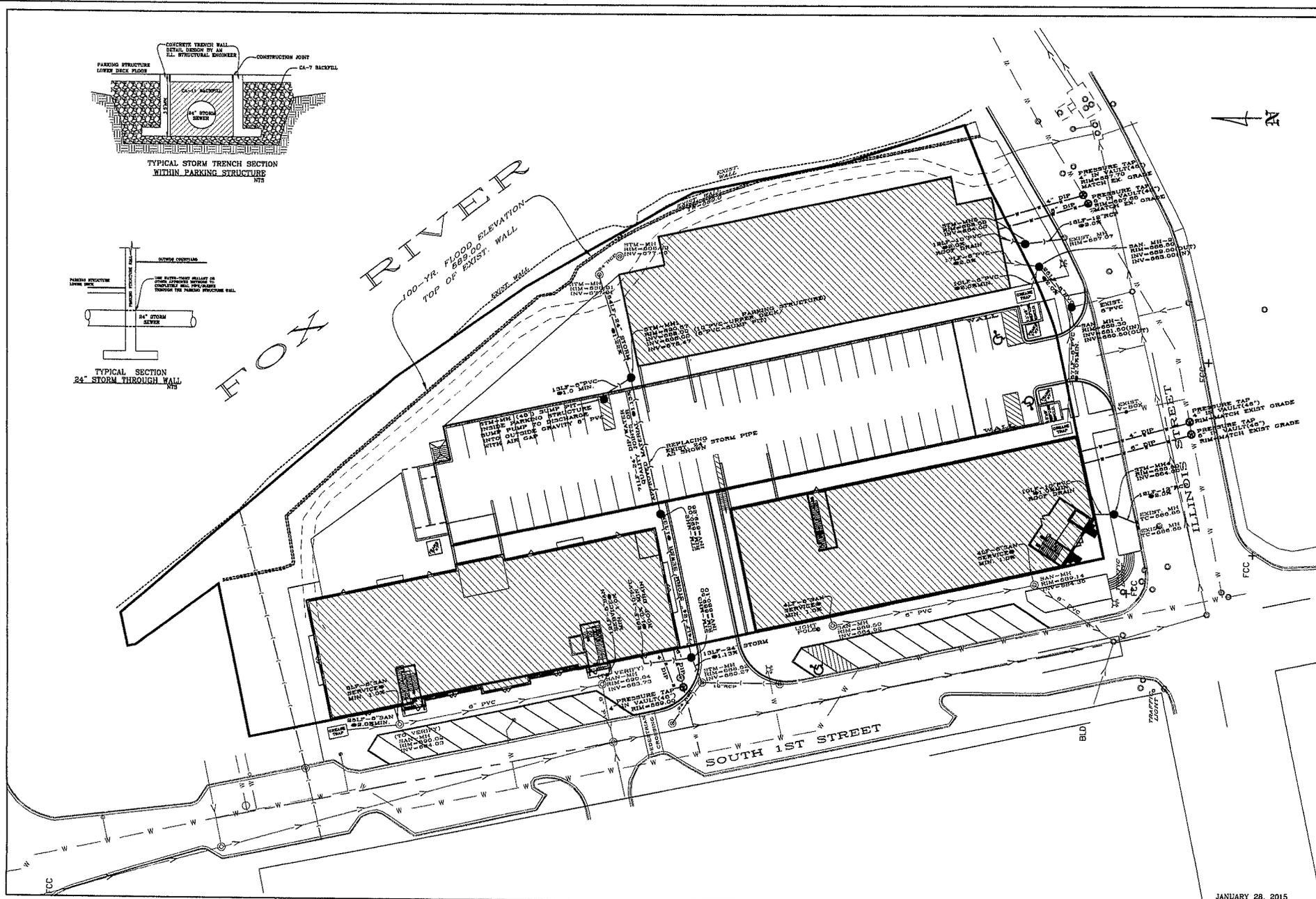


GRADING PLAN SHEET 7 OF 8		Common Address : Subdiv/Client : Job No. :	COUNTY ENGINEERS, INC. 600 N. STATE ST. SUITE 200 CHICAGO, ILL. 60610
Vacant Type of Survey :	Date : Date Dwn. / By :	City/State : Map/Scale : Foundation :	Scale 1" = 20' CONSTRUCTION MAINTENANCE DATE: 01/28/2015

JANUARY 28, 2015

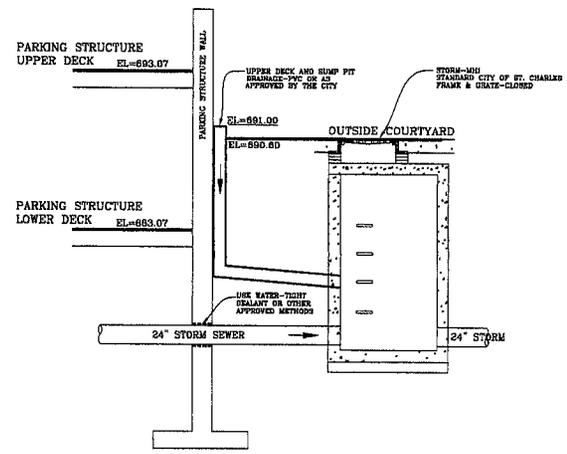
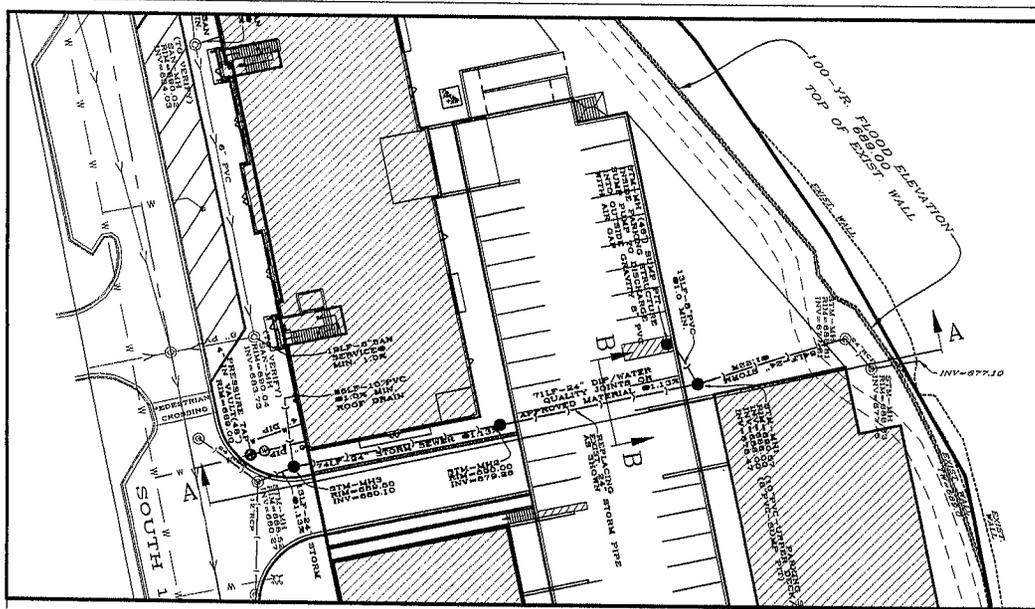


FOX RIVER
 100-YR. FLOOD ELEVATION
 589.00
 TOP OF EXIST. WALL

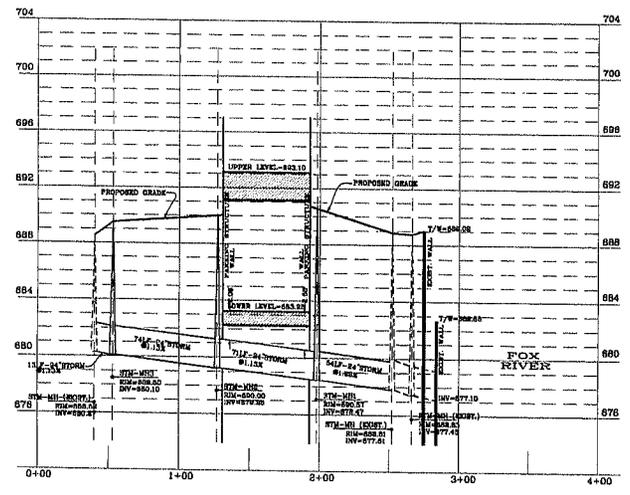


Utility Plan	Scale: 1" = 20'	County Engineers Inc.	Construction Manager
Sheet 8 of 8		1000	1000
Project No.:	Job No.:	Contract No.:	Contract Name:
Client:	Design/Drawn By:	Checked By:	Construction Manager:
Site:	Date:	Scale:	Sheet:

JANUARY 28, 2015

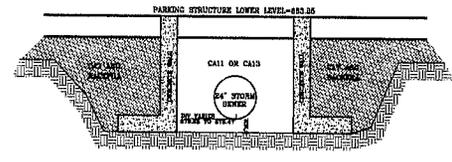


PARKING STRUCTURE LOWER DECK/
UPPER DECK DRAINAGE
NTS



PROFILE SECTION A-A
THROUGH 24" STORM SEWER

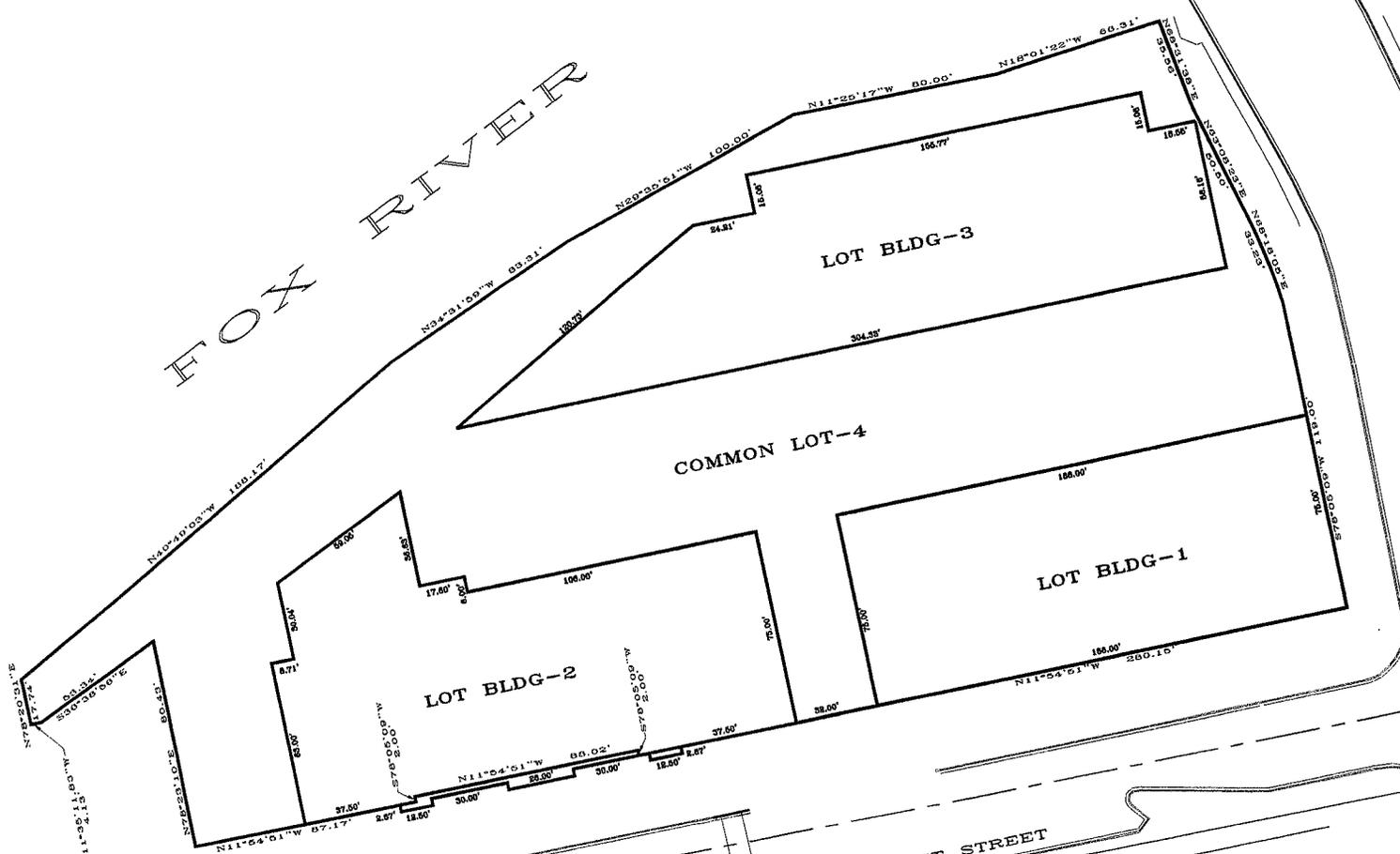
SCALE: 1"=40' HOR.
1"=4' VER.



SECTION B-B
24" STORM SEWER TRENCH
NTS

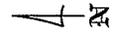
COUNTY ENGINEERS, INC.		Scale: 1"=20'	
Common Address:	Job No.:	City/State:	Project Name:
Project/Client:	Date:	Sheet No.:	Total Sheets:
Drawn By:	Checked By:	Engineer:	Professional Seal:

FOX RIVER



LOTS:

LOT BLDG-1	13,950 SF
LOT BLDG-2	18,318 SF
LOT BLDG-3	18,972 SF
COMMON LOT-4	41,428 SF
TOTAL AREA	88,668 SF



1ST STREET PHASE 3

PROPOSED PLAT
SHEET 1 OF 1

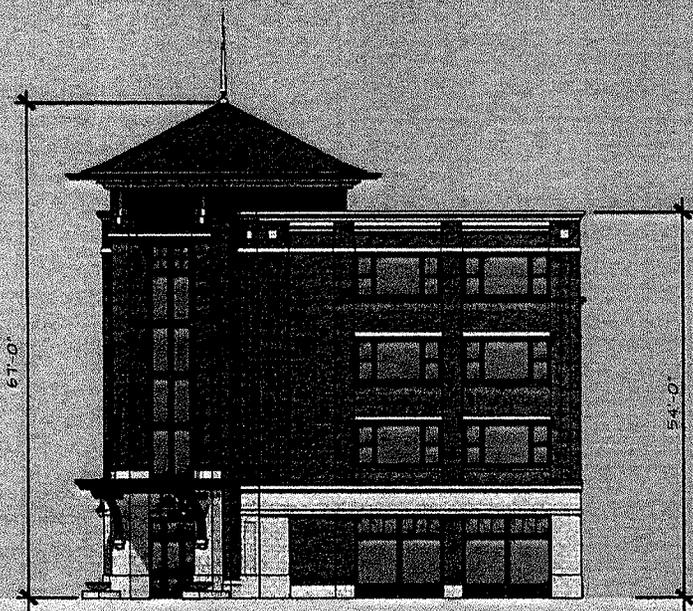
COUNTY ENGINEERS, INC.
CONSTRUCTION MANAGEMENT
SCALE: 1"=50'
DATE: 01/28/2015

Common Address:
Bldg./Client:
Job No.:

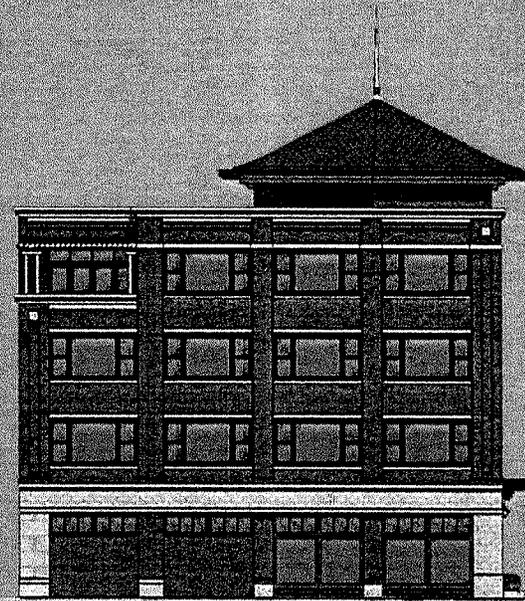
Type of Survey	Date	Bk.	Pg.	Book	Dim.	By	Foundation

JANUARY 28, 2015

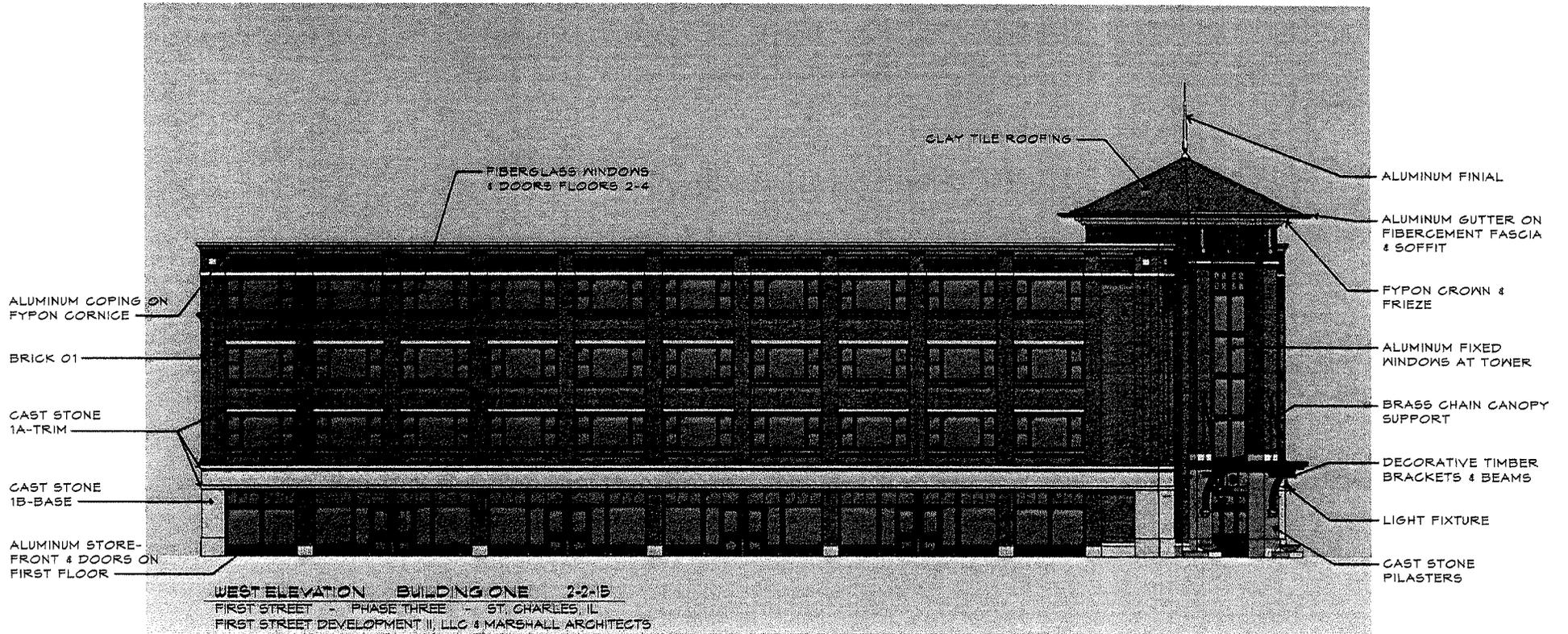
FCC

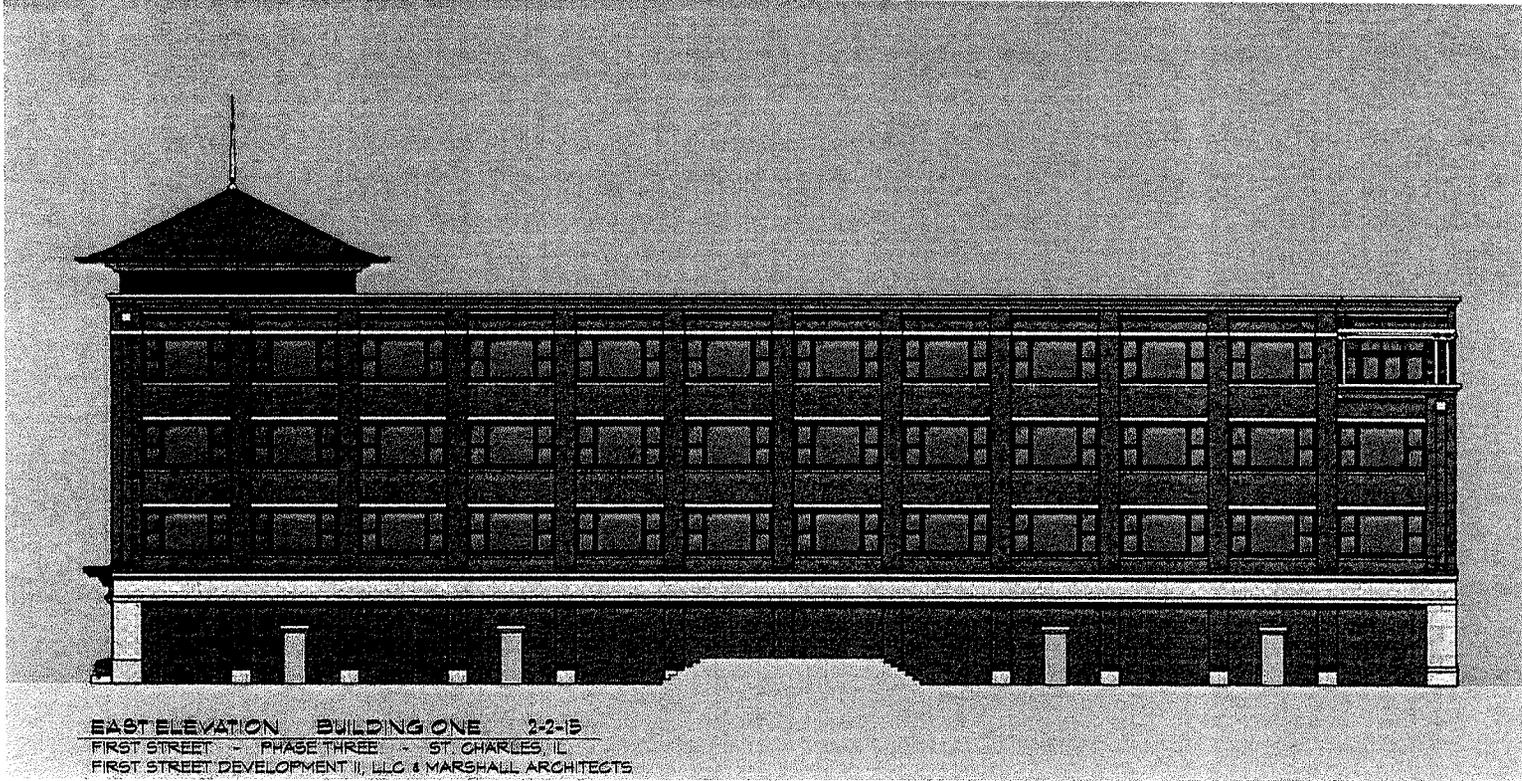


SOUTH ELEVATION BUILDING ONE 2-2-15
FIRST STREET - PHASE THREE - ST. CHARLES, IL
FIRST STREET DEVELOPMENT II, LLC & MARSHALL ARCHITECTS



NORTH ELEVATION BUILDING ONE 2-2-15
FIRST STREET - PHASE THREE - ST. CHARLES, IL
FIRST STREET DEVELOPMENT II, LLC & MARSHALL ARCHITECTS





EAST ELEVATION BUILDING ONE 2-2-15
FIRST STREET - PHASE THREE - ST CHARLES, IL
FIRST STREET DEVELOPMENT II, LLC & MARSHALL ARCHITECTS

ALUMINUM COPING ON
FYFON CORNICE

BRICK 02

CAST STONE
2A-TRIM

CAST STONE
2B-BASE

ALUMINUM STORE-
FRONT & DOORS ON
FIRST FLOOR

FIBERCEMENT PANEL
& TRIM

FIBERGLASS
WINDOWS & DOOR
FLOORS 2-4

WOOD FRAME BALCONY W/
FIBER-CEMENT BOARD EDGE
TRIM, FIBERCEMENT PANELS
ON BOTTOM & ALUMINUM
RAILINGS

SIGN PANEL W/
LIGHT

STANDING BEAM
ALUMINUM ROOFING

SIGN LIGHTING
FABRIC ANNIS ON
METAL FRAME

ALUMINUM GUTTER
ON FIBERCEMENT
FASCIA & SOFFIT

FIBERCEMENT TRIM

EXPOSED STEEL
LINTELS

WEST ELEVATION BUILDING TWO 2-2-B
FIRST STREET - PHASE THREE - ST CHARLES, IL
FIRST STREET DEVELOPMENT I, LLC & MARSHALL ARCHITECTS



ALUMINUM
LOUVER

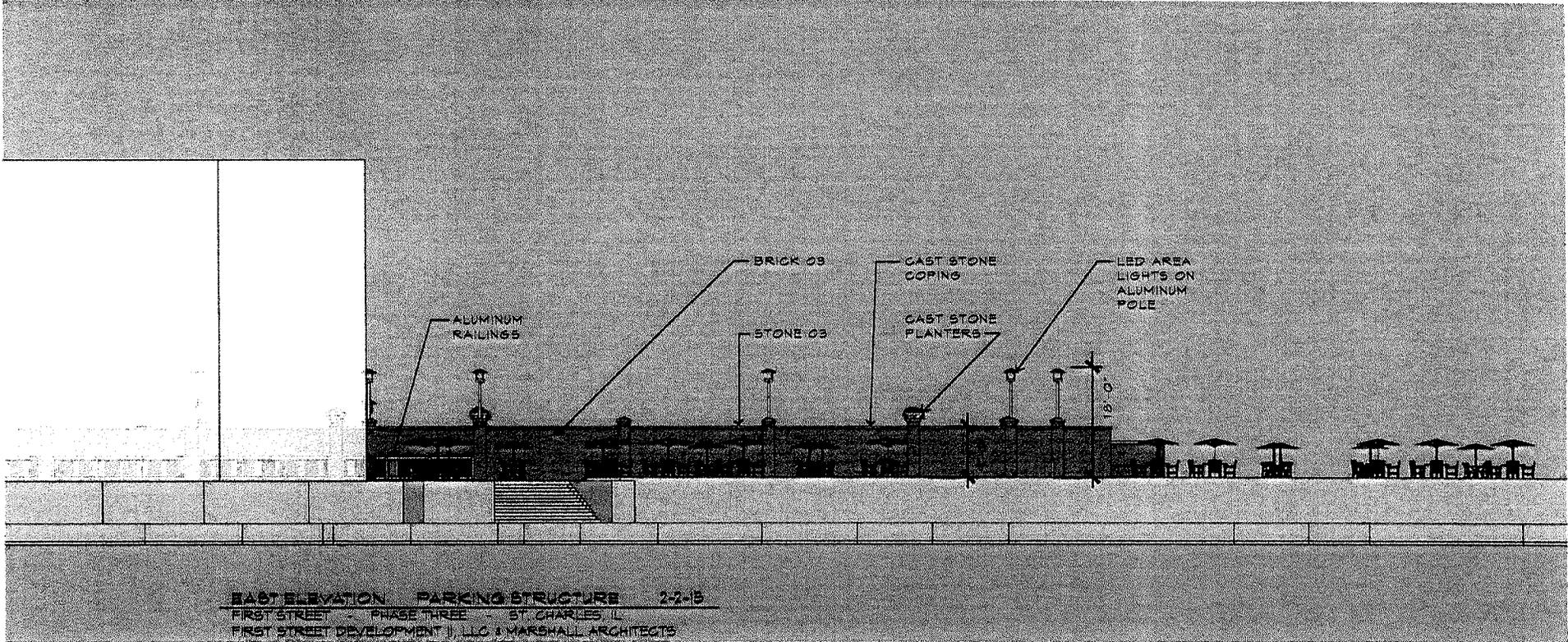
EAST ELEVATION - BUILDING TWO - 2-2-15
FIRST STREET - PHASE THREE - ST CHARLES, IL
FIRST STREET DEVELOPMENT II, LLC & MARSHALL ARCHITECTS



SOUTH ELEVATION BUILDING TWO 2-2-B
 FIRST STREET - PHASE THREE - ST CHARLES, IL
 FIRST STREET DEVELOPMENT II, LLC & MARSHALL ARCHITECTS



NORTH ELEVATION BUILDING TWO 2-2-B
 FIRST STREET - PHASE THREE - ST CHARLES, IL
 FIRST STREET DEVELOPMENT II, LLC & MARSHALL ARCHITECTS



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 March 2, 2015, the Corporate Authorities of such municipality passed and approved Ordinance No. 2015-Z-5, entitled

"Motion to Approve an Ordinance Granting Approval of a PUD Preliminary Plan for a portion of Phase 3 of the First Street Redevelopment PUD (Buildings 1, 2, 3 and Parking Deck)."

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

The pamphlet form of Ordinance No. 2015-Z-5, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on March 6, 2015, 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 2nd

day of March, 2015.



(S E A L)

Nancy Garrison

Municipal Clerk