

AGENDA
CITY OF ST. CHARLES
PLANNING & DEVELOPMENT COMMITTEE
ALD. TODD BANCROFT – CHAIRMAN
MONDAY, JUNE 13, 2016 - 7:00 PM
CITY COUNCIL CHAMBERS
2 E. MAIN STREET

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. COMMUNITY & ECONOMIC DEVELOPMENT**
 - a. Recommendation to approve an Economic Development Incentive for Doran Scales, Inc.
 - b. Recommendation to approve a Commercial Corridor and Downtown Business Economic Incentive Award for 116 W. Main Street (Dean Courser - Mixology).
 - c. Recommendation to Approve a Commercial Corridor and Downtown Business Economic Incentive Award for 11 N. 3rd Street (Robert Mondri – Abby’s Kitchen Expansion).
 - d. Corridor Improvement Commission Recommendation to Approve a Corridor Improvement Grant for 11 N. 3rd Street (Terry Grove).
 - e. Plan Commission recommendation to approve a Final Plat of Subdivision for Metro Storage, 2623 Lincoln Hwy.
 - f. Presentation regarding the Façade Improvement Grant Program.
 - g. Historic Preservation Commission recommendation to approve a Façade Improvement Grant for 221 W. Main St. (Darius Grigalunias).
 - h. Historic Preservation Commission recommendation to approve a Façade Improvement Grant for 311 N. 2nd St. (Charleston Center).
 - i. Historic Preservation Commission recommendation to approve a Façade Improvement Grant for 225 W. Main St. (Homebrew Shop).
 - j. Plan Commission Recommendation to approve a General Amendment to Title 17 of the St. Charles Municipal Code (Zoning Ordinance) pertaining to multiple provisions applicable to residential and manufacturing zoning districts.
- 4. ADDITIONAL BUSINESS**

5. EXECUTIVE SESSION

- Personnel – 5 ILCS 120/2(c)(1)
- Pending Litigation – 5 ILCS 120/2(c)(11)
- Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
- Property Acquisition – 5 ILCS 120/2(c)(5)
- Collective Bargaining – 5 ILCS 120/2(c)(2)
- Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)

6. ADDITIONAL ITEMS FROM MAYOR, COUNCIL, STAFF OR CITIZENS.

7. ADJOURNMENT



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to approve an Economic Development Incentive for Doran Scales, Inc.
Presenters:	Matthew O'Rourke, Economic Development Division Manager

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input type="checkbox"/>	Government Services
X	Planning & Development (6/13/2016)	<input type="checkbox"/>	City Council

Estimated Cost:	\$8,000 (Est.) Total Incentive Proposal	Budgeted:	YES	<input type="checkbox"/>	NO	X
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If NO, please explain how item shall be funded:

(See below)

Executive Summary:

Background:

Staff has been working with Doran Scales, Inc. to propose a property tax rebate economic development incentive that will assist them with relocating to St. Charles. Doran Scales, owned by Mark Podl and currently located in Batavia, is looking to build a new corporate headquarters in St. Charles. They are a manufacturer of commercial grade weight scales and currently employ 21 full time staff. Doran is interested in constructing a new 30,000 square foot building to house their corporate headquarters in the Legacy Business park since they have outgrown their Batavia facility.

Mark has examined several locations throughout the Fox Valley both inside and outside St. Charles' Corporate limits. Through these efforts, they have identified the properties located at 883 and 884 Enterprise Court, directly west of the East Side Sports complex, as a good fit for their expansion. However, in order to ensure that this site remains competitive with other locations and is financially feasible, they have requested financial assistance in the form of a property tax rebate. Doran Scales has also engaged St. Charles School District 303 in a similar conversation. School District 303 staff has confirmed that they are in the process of presenting a similar property tax rebate incentive to their Board. Staff is presenting the following proposed details of a DRAFT incentive agreement to determine if a formal incentive agreement should be prepared for approval.

Proposed Incentive:

The details of the requested sharing agreement are as follows:

- The term of the agreement is a total of 7 years.
- The incentive is funded in the form of a property tax rebate based on new property taxes collected by the development of these properties. The property taxes will be rebated to Doran Scales after the facility has been constructed and occupied. Year 1 of the agreement will begin after the facility is constructed and property taxes will be rebated in the following amounts:
 - Year 1 – 60% of property taxes are rebated to Doran Scales.
 - Year 2 – 50% of property taxes are rebated to Doran Scales.
 - Year 3 – 40% of property taxes are rebated to Doran Scales.
- If Doran Scales were to vacate this facility during the term of this agreement they will be required to pay all or a portion of the amount of property taxes rebated back to the City.

Attachments: *(please list)*

Proposed DRAFT Term Sheet; Incentive Application and Supporting Materials; Location Map; Proposed Building Plans

Recommendation / Suggested Action *(briefly explain):*

Review and Recommendation of the DRAFT Economic Incentive Proposal for Doran Scales and to Direct Staff to Formal Incentive Agreement Documents for Council Consideration.

<i>For office use only:</i>	<i>Agenda Item Number: 3a</i>
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PROPERTY TAX REBATE AGREEMENT

THIS PROPERTY TAX REBATE AGREEMENT (the “**Agreement**”) is entered into on this ____ day of _____, 2016, by and between the **City of St. Charles**, Kane and DuPage Counties, Illinois, an Illinois municipal corporation (hereinafter referred to as the “**City**”) and D&M LEGACY, LLC, an Illinois corporation (hereinafter referred to as the “**Company**”). The Company and the City are hereinafter individually sometimes referred to as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, the City has a population of more than 25,000 persons, and is a home rule unit of government pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City, pursuant to Section 10 of Article VII of the Constitution of the State of Illinois, is authorized to contract or otherwise associate with individuals in any manner not prohibited by law or by ordinance; and

WHEREAS, the City, pursuant to 65 ILCS 5/8-1-2.5 is authorized to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, the Company intends to acquire Lots 8 & 9 in the Legacy Business Center comprising 2.23 acres of real property generally located at the north of the existing cul-de-sac that terminates Enterprise Court in the City of St. Charles, such property is legally described on Exhibit “A” attached hereto and made a part hereof (the “**Property**”); and

WHEREAS, the Company intends to construct a manufacturing facility on the property consisting of a 20,000 square foot modern manufacturing facility and includes an internal approximate 3,500 square feet of corporate office space in which to operate its business and which create 21 new jobs in the City (the “**Project**”), and will contain and additional 10,000 square feet of building area to be leased to a separate company; and

WHEREAS, the City Council of the City have determined that it is in the best interest of the City to provide an incentive to the Company to locate on the Property and the Company’s improvement of the Property will increase the tax base of the City, will provide significant employment to its citizens, and will generally be beneficial to the economic development of the City.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter contained, the adequacy and sufficiency of which the parties hereto stipulate, the City and the Company agree as follows:

Section 1. Incorporation of Recitals. The recitals set forth hereinabove are incorporated herein by reference as substantive provisions of this Agreement.

Section 2. Conditions Precedent. All undertakings on the part of the City pursuant to this Agreement are subject to satisfaction of the following preconditions:

(a) The Company, or an entity controlled by the Company or its principal, shall have entered into a binding purchase agreement to purchase the Property.

(b) That upon closing on the Property, the Company will provide the City with evidence of Title to said Property

Section 3. Granting Rebate.

Subject to the terms and conditions set forth in this Property Tax Rebate Agreement, City agrees to rebate the City's share of real estate taxes for the Property.

Section 4. Ability to Terminate Right of Rebate by City. The City shall reserve the right to terminate this Property Tax Rebate Agreement and any point in time for the real estate taxes as to the Property if one of the following conditions is met:

- (a) building permit for new construction is not acquired and construction commenced prior to December 31, 2016; and
- (b) the improvements are not completed prior to October 31, 2017; and
- (c) the relocation of the Company's operations occurring on the Property to a site located outside the corporate limits of the City.

Section 5. Commencement of Rebates. The rebates outlined herein will become effective after the said construction has been completed, defined with the issuance of an occupancy permit from the City of St Charles, completed Kane County Division of Transportation construction permit, and the improved property has been assessed. The rebates shall begin for the property taxes assessed in the calendar year 2018 and payable in 2019.

Section 6. Property Tax Rebates.

(a) In no event shall any rebate of taxes on any parcel exceed the amount attributable to the construction of the improvements of the renovation or rehabilitation of existing improvements on such parcel, nor shall they exceed any amount authorized by statute.

(b) **Regulatory and Legal Compliance.** The Company and all owners of real estate receiving such property tax rebate shall comply with all federal, state and local environmental laws and regulations. Failure to comply shall be as determined by the City and shall not require formal action or findings by any governmental agency or court.

(c) Local Sourcing Statement. The City encourages companies receiving tax abatement, as provided herein, to utilize local labor and to purchase building materials locally.

(d) The term of this Agreement shall be seven (7) years. Year one (1) of the Agreement shall **agreement will** commence as **upon determination of the City that all conditions** set forth **for** in Section 5 of this Agreement **have been satisfied**.

(e) Percent of Real Estate Taxes Rebated for Real Property. The duration for tax rebate for real property upon which a company is operating pursuant to the requirements of this Agreement shall be for a maximum of three (3) years. The tax rebate shall be according to the following schedule and said tax rebate shall apply only to the City of St Charles portion of the property tax bill (excluding pension amounts):

- i. Year one (1) - for taxes levied in calendar year 2018 and payable in 2019 rebate:
60%
- ii. Year two (2) - for taxes levied in calendar year 2019 and payable in 2020 rebate:
50%
- iii. Year three (3) - for taxes levied in calendar year 2020 and payable in 2021 rebate:
40%

(f) The City shall rebate the agreed upon percentage of real property taxes for each year identified in Section 6(e) upon written request and verification that the Company has paid their full annual calendar year tax bill for the Property. The Company shall submit this request to the City attention to the Director of Finance and include the following information: calendar year of real property taxes requested for rebate and proof of payment of the real property taxes to the Kane County Assessor's Office in the form of a Kane County property tax bill that clearly identifies that both property tax installment have been paid. Once the City receives this request, the City will have 30 days to verify that the taxes have been paid and issue the real property tax rebate as identified in Section 6 (e) of this Agreement.

Section 7. Repayment of Real Estate Tax Rebates. In the event that the Company relocates or otherwise transfers its operations occurring on the Property to a site located outside the corporate limits of the City, in addition to the termination of rebates as described in Section 4(c) above, the Company shall repay the City such amounts as set forth in the following amounts:

(a) If said event occurs in years one (1) through four (4), Company shall refund 100% of the amount of the tax rebate payments that it received;

(b) If the event occurs in the year five (5), the Company shall repay the City 75% of the tax rebate payments received by Company;

(c) If the event occurs in year six (6), the Company shall repay the City 50% of the tax rebate payments received by Company;

(d) If the event occurs in year seven (7), the Company shall repay the City 25% of the tax rebate payments received by Company.

Section 8. Indemnification.

(a) The Company agrees to pay, at its expense, any and all claims, damages, demands, expenses, liabilities and losses of any nature whatsoever resulting from the Agreement, the construction, improvement and development activities of the company, its agents, contractors and subcontractors with respect to the development or improvement of its property, and to defend and indemnify and save, the City and its respective officers, elected and appointed, agents, employees, engineers and attorneys (the "Indemnitees") harmless of, from and against such claims, damages, demands, expenses, liabilities and losses, except to the extent such claims, damages, demands, expenses, liabilities and losses arise by reason of the gross negligence or willful or wanton act or omission of the City.

(b) The Company agrees to defend and hold harmless the City from any claims arising out of the terms of the Agreement, including any challenges or claims with regard to the rebate of tax revenues by the City. The obligation to indemnify created hereunder shall extend to indemnifying the City from any claims for monetary relief seeking a refund of any monies rebated under the terms of the Agreement. The obligation to indemnify also extends to any claims, causes of action suits, demands or proceedings, whether in law or in equity, to have any of the terms of the Agreement authorizing the rebate of tax revenues declared unconstitutional, invalid or otherwise void. Further, the obligation to indemnify extends to paying any damages assessed against the City as a result of any actions taken under the Agreement. If the Company fails or refuses to employ legal counsel as contemplated hereunder, the City shall, after providing the company with reasonable written notice, be permitted to retain legal counsel and all costs incurred by the City in so doing shall be paid by the company receiving a rebate.

Section 10. Assignment. The property tax rebate shall be specifically granted to the Company identified herein and may not be assigned to or transferred without the written consent of the City. In the event that the company desires to transfer or assign any or all of its ownership of the subject property, the transferee shall submit a written request to the City requesting transfer of the rebate to the new owner for the time remaining on the rebate. The City shall review the taxpayer's request to transfer said rebate and determine the taxpayer's eligibility for such transfer, subject to the terms and conditions of this Agreement and the applicable Agreement.

Section 11. Law Governing/Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. Any dispute arising under or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the

exclusive jurisdiction of the Illinois state courts and venue shall be exclusively in the Sixteenth Judicial Circuit, Kane County, Illinois.

Section 12. Time. Time is of the essence under this Agreement and all time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance.

Section 13. No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

Section 14. Notices. All notices and requests required pursuant to this Agreement shall be sent by personal delivery, overnight courier or certified mail, return receipt requested, as follows:

To the Company: _____

Attn: _____

with copies to: _____

Attn: _____
Phone: _____
Email: _____

To the City: City of St. Charles
2 East Main Street
St. Charles, Illinois 60174
Attn: City Administrator

with copies to: Hoscheit, McGuirk, McCracken & Cuscaden, P.C.
1001 East Main Street, Suite G

St. Charles, IL 60174
Attn: John M. McGuirk
Phone: 630/513-8700
Email: jmc@hmcpc.com

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, overnight courier or by certified or registered mail, return receipt requested, with proof of delivery thereof. Notices shall be deemed delivered to the address set forth above (i) when delivered in person on a business day, (ii) on the same business day received if delivered by overnight courier or (iii) on the third (3rd) business day after being deposited in any main or branch United States Post Office when sent by registered mail, return receipt requested.

Section 15. Third Party Beneficiaries. The City and the Company agree that this Agreement is for the benefit of the parties hereto and not for the benefit of any third party beneficiary. Except as otherwise provided herein, no third party shall have any rights or claims against the City arising from this Agreement.

Section 16. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City, the Company and the Company's permitted assigns.

Section 17. City Approval or Direction. Where City approval or direction is required by this Agreement, such approval or direction means the approval or direction of the City Council of the City unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met.

Section 18. Section Headings and Subheadings. All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

Section 19. Authority to Execute. The Company hereby represents and warrants that it has the requisite authority to enter into this Agreement and the individual signing this Agreement on

behalf of the Company is a duly authorized agent of the Company and is authorized to sign this Agreement. The Mayor and City Clerk of the City hereby warrant that they have been lawfully authorized by the City Council of the City to execute this Agreement, all requisite action by the City having been taken.

Section 20. Integration/Amendment. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Company and the City relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as herein set forth.

No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by both parties hereto. However, whenever under the provisions of this Agreement any notice or consent of the City or the Company is required, or the City or the Company is required to agree or to take some action at the request of the other, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the Mayor or his designee and for the Company by any officer or employee as the Company so authorizes.

Section 21. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

Section 22. This Agreement may be executed in two (2) or more counterparts each of which taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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

CITY OF ST. CHARLES, an Illinois
Municipal Corporation

By: _____
Mayor

ATTEST:

City Clerk

D&M LEGACY, LLC,
an Illinois Corporation

By: _____
Its: _____

ATTEST:

Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

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

Given under my hand and Notarial Seal this _____ day of _____,
2015.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

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

Given under my hand and Notarial Seal this _____ day of _____, 2015.

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

**LOTS 8 & 9 IN THE LEGACY BUSINESS CENTER OF ST. CHARLES BEING A
SUBDIVISION OF PART OF THE SOUTHWEST AND NORTHWEST QUARTERS OF
SECTION 36, TOWNSHIP 40, NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL
MERIDIAN, KANE COUNTY, ILLINOIS.**

883 Enterprise Court – PIN# 09-36-327-005

884 Enterprise Court – PIN# 09-36-327-006

AS DEPICTED IN THE ATTACHED FINAL PLAT OF SUBDIVISION

EXHIBIT "B"

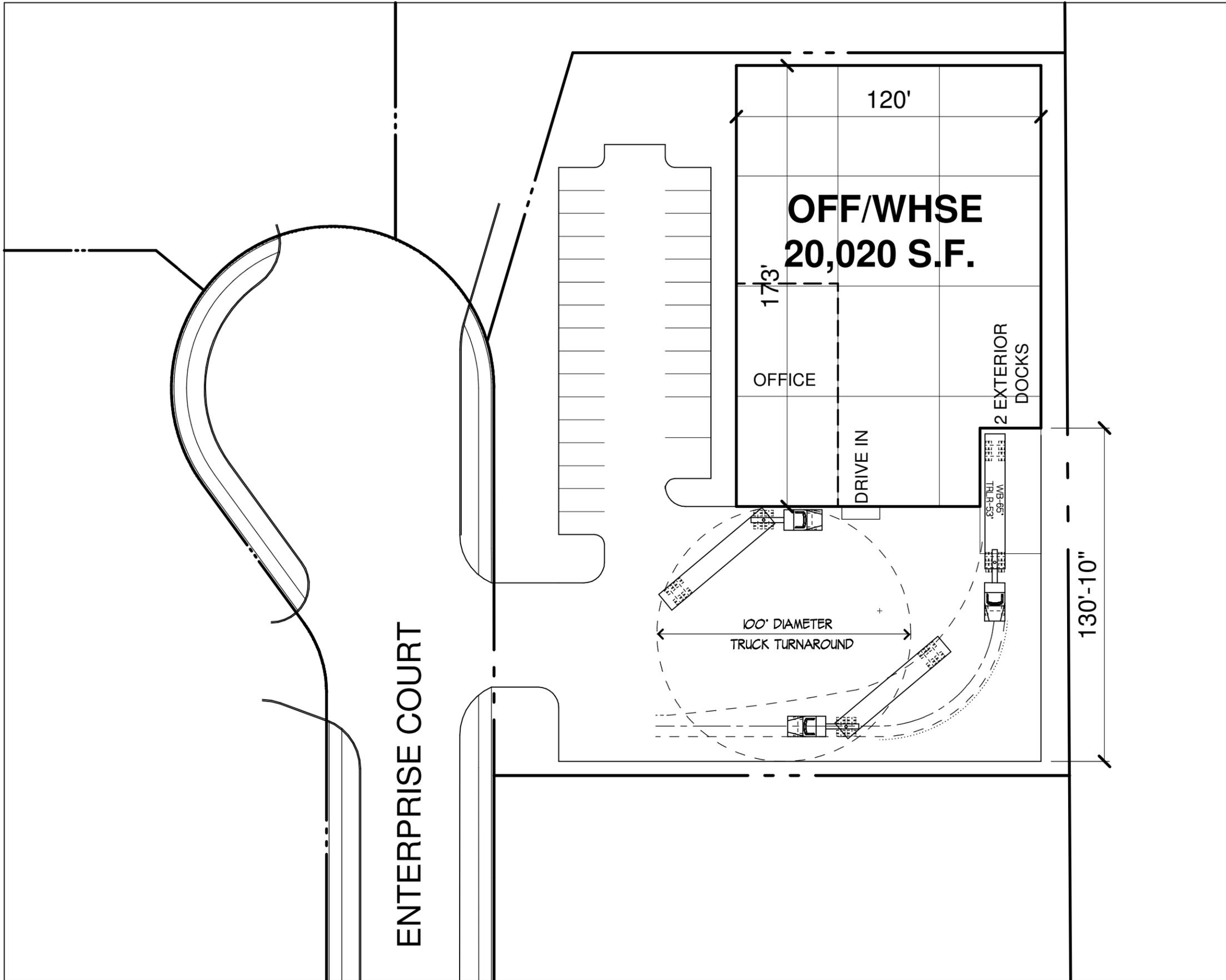
Proposed Project Plans

CONCEPTUAL NEW FACILITY FOR:

DORAN SCALES

ST. CHARLES, ILLINOIS

SITE AREA (±1.43 AC.)	62,453 S.F.
BUILDING AREA	
OFFICE	3,500 S.F.
WAREHOUSE	16,520 S.F.
TOTAL BUILDING AREA	20,020 S.F.
CAR PARKING	28 CARS
DRIVE IN OVERHEAD DOORS	1 DOOR
TOTAL EXTERIOR DOCKS	2 DOCKS
CLEAR HEIGHT	28'-0"



SCHEME F

SITE PLAN

216026 KJB 04-08-2016

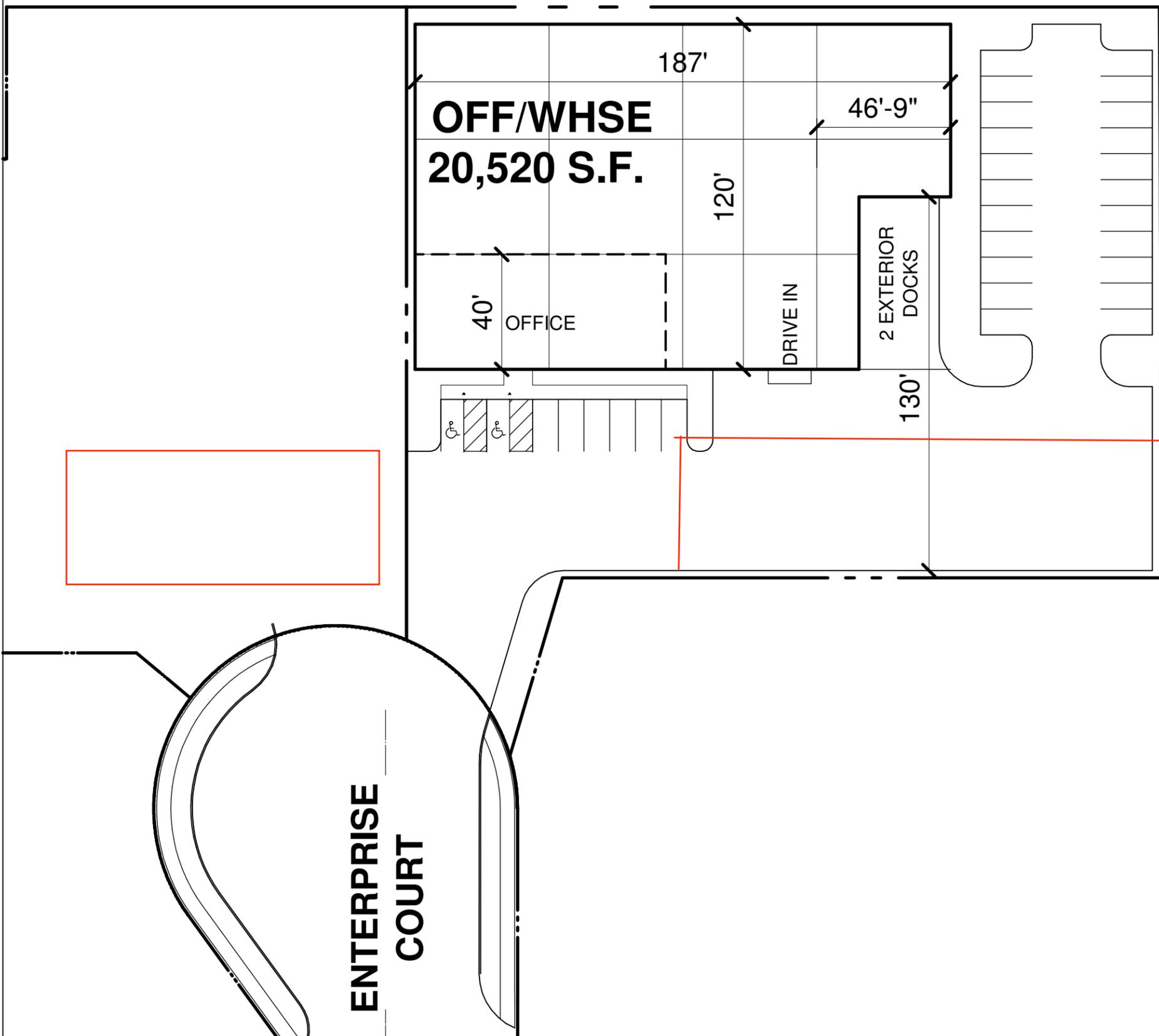


CONCEPTUAL NEW FACILITY FOR:

DORAN SCALES

ST. CHARLES, ILLINOIS

SITE AREA (±1.24 AC.)	54,176 S.F.
BUILDING AREA	
OFFICE	3,500 S.F.
WAREHOUSE	17,020 S.F.
TOTAL BUILDING AREA	20,520 S.F.
CAR PARKING	30 CARS
DRIVE IN OVERHEAD DOORS	1 DOOR
TOTAL EXTERIOR DOCKS	2 DOCKS
CLEAR HEIGHT	28'-0"



SCHEME E

SITE PLAN

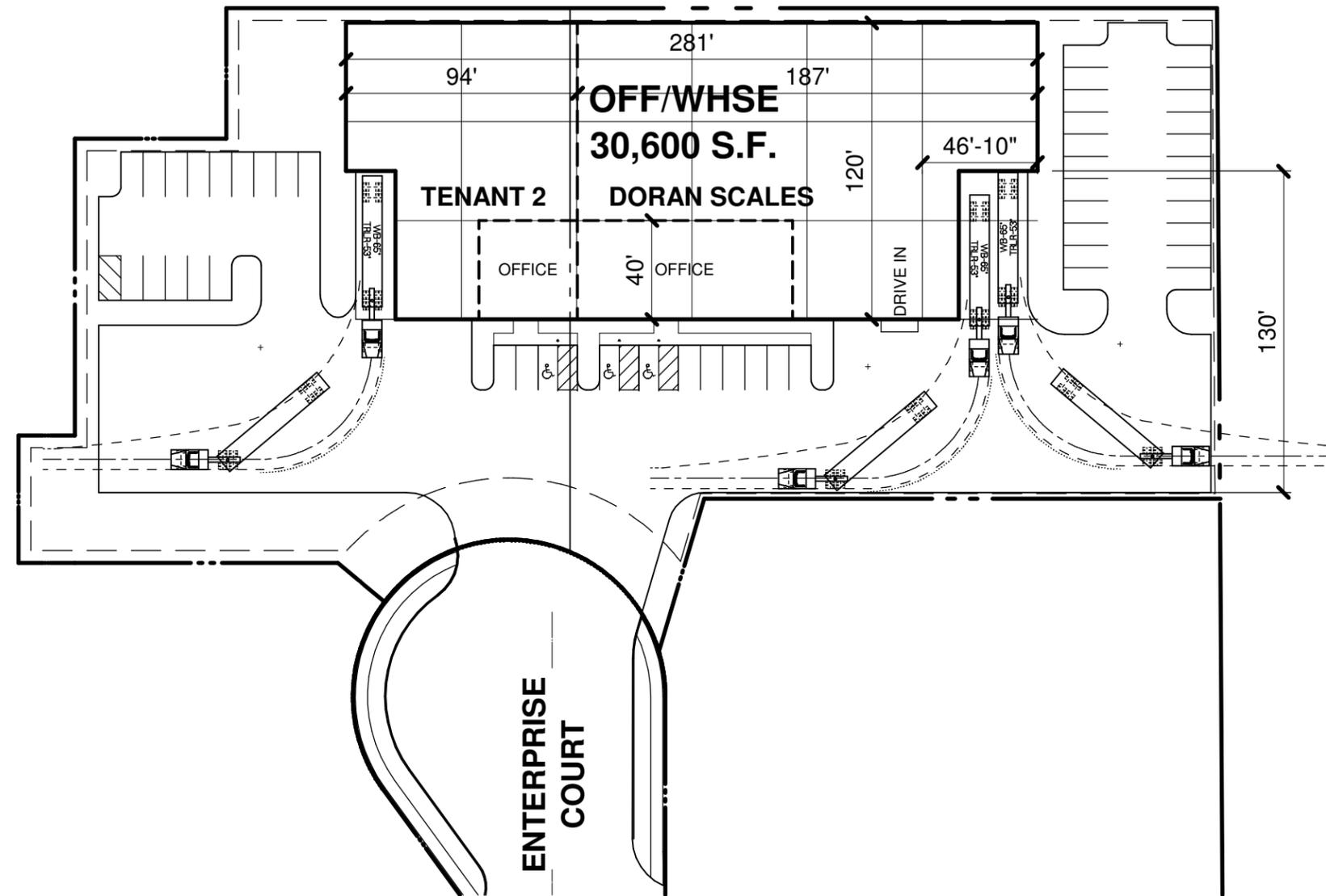
216026 KJB 03-10-2016



CONCEPTUAL NEW FACILITY FOR:

DORAN SCALES

ST. CHARLES, ILLINOIS



SITE AREA (±2.23 AC.)	97,177 S.F.
TOTAL BUILDING AREA	30,600 S.F.

TENANT 1: DORAN SCALES	
OFFICE	3,500 S.F.
WAREHOUSE	17,020 S.F.
TOTAL BUILDING AREA	20,520 S.F.

CAR PARKING	30 CARS
DRIVE IN OVERHEAD DOORS	1 DOOR
TOTAL EXTERIOR DOCKS	2 DOCKS
CLEAR HEIGHT	28'-0"

TENANT 2:	
OFFICE	1,600 S.F.
WAREHOUSE	8,480 S.F.
TOTAL BUILDING AREA	10,080 S.F.

CAR PARKING	17 CARS
TOTAL EXTERIOR DOCKS	1 DOCK
CLEAR HEIGHT	28'-0"

SCHEME G

SITE PLAN

216026 KJB 05-02-2016

0 15' 30' 60' 120'





Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Printed on: June 6, 2016 12:16 PM



0 167 333 Feet

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**TIF AND SALES TAX
FINANCIAL ASSISTANCE
APPLICATION PACKET
PART 1 OF 2**



CITY OF ST. CHARLES



City of St. Charles Tax Increment Financing (TIF) and Sales Tax Assistance Application Packet

Dear Applicant:

This packet is the first of a two-part process. Once the applicant's proposal has been discussed at the pre-application meeting, he / she will be given part 1 of 2 incentive application if the project meets the policy requirements listed in the Economic Incentive Policy. This packet contains information and materials necessary for submitting an application for either tax incremental financing (TIF) or sales tax assistance from the City of St. Charles

This packet includes the following:

- Overview;
- TIF / Sales Tax Assistance Application Instructions;
- TIF / Sales Tax Application Checklist;
- Principal Profile;
- Job Creation and / or Retention Activities;

If any of these items are missing from your packet, please contact the Economic Development Division (EDD) at (630) 443-4093.

Please note that the items in this packet are updated periodically. Please check with the Economic Development Division or city website for updates before making a formal submission for TIF or sales tax assistance.



**City of St. Charles
Tax Increment Financing (TIF) and Sales Tax Assistance
Application Packet**

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Principal Profile _____	9
Job Creation and / or Retention Activities _____	10



City of St. Charles Tax Increment Financing (TIF) and Sales Tax Assistance Application Packet

OVERVIEW

The Economic Development Division (EDD) reviews all applications for tax incremental financing (TIF) and sales tax assistance. The process outlined below usually takes at least six months, with more complex projects typically requiring more time to review and approve.

1 Convene Introductory Meeting Prior to Formal Submission of Application.

Prior to preparation of a formal TIF or sales tax application, the prospective applicant should request a meeting with the appropriate EDD and Community Development Department (CDD) staff to discuss the concept of the potential project and its scope as well as to obtain general information.

2 Submission and Review of TIF or Sales Tax Application.

The EDD requires submission of a formal application for TIF or sales tax assistance in order to consider an applicant's request for assistance. TIF assistance may only be used to pay for eligible costs in accordance with the applicable Illinois Statutes. Sales tax assistance may be used as agreed upon in the agreement between the City of St. Charles (the City) and applicant in accordance with the state statute (65 ILCS 5/8-11-20). An application must include all items referenced in the TIF / Sales Tax Application Instructions. TIF and / or sales tax applicants are required to demonstrate a financial need for assistance as well as indicating the public benefit. If the applicant has satisfied all requirements related to the policy and Part 1 of the application, at the sole discretion of the City, the applicant will be issued Part 2 of the application.

If approved by the City Council, an initial fee of five percent (5%) or \$50,000, whichever is lower, of the requested TIF and / or sales tax assistance, shall accompany any incentive request. This fee shall be used to cover the City's legal, administrative, and planning costs. Outside consultants hired by the City shall be paid for by the applicant and will not be considered a part of the fee. In addition, if an additional amount of money is required to reimburse the City for its related costs, the applicant shall be responsible for such costs. If any portion of the fee is not utilized, the City will refund the amount to the applicant.

3 Prepare and Negotiate Term Sheet.

This document spells out the business terms and conditions associated with the proposed TIF or sales tax assistance.

4 Present Proposed Plan to Council Committee.

5 Draft and Negotiate Agreement with City. Note: This agreement does not constitute any zoning entitlements or plan approvals.

6 Present Agreement to the City Council for approval. The agreement will not be considered valid until executed.

7 Implement Project / Payout Funds.



City of St. Charles Tax Increment Financing (TIF) and Sales Tax Assistance Application Packet

TIF / SALES TAX ASSISTANCE APPLICATION INSTRUCTIONS

The Economic Development Division (EDD) will review all applications for TIF and / or sales tax assistance. The EDD Division will solicit input from other City staff during the review process, as deemed necessary. In order for the EDD to effectively evaluate a request for TIF or sales tax assistance, the applicant must:

- Provide all applicable items in a single submission;
- Organize the submission and present the required information in the manner indicated below; and
- Provide five (5) copies of the submission.

Failure to provide all required information in a complete and accurate manner could delay processing of the application. The EDD reserves the right to reject applications that lack all required items.

General Project Information

1 Summary Letter

Provide a summary of the project in the form of a letter addressed to the EDD. The letter should include the following essential information about the project:

- Description of site or building, including address and TIF District if applicable
- Current and proposed uses
- Description of end users
- Project start and end dates
- Name of developer and owner
- Total development costs
- Overview of private-sector financing
- Amount of TIF or sales tax assistance requested
- Statement regarding why TIF or sales tax is necessary
- For TIF applicants, provide a summary of increment projections
- Profitability
- Description of public benefits, including job creation

2 Project Narrative

Provide an in-depth overview of the project in narrative format. The narrative must include a description of the following aspects of the project:

- Current condition of the site and historical overview that includes the size and condition of any existing structures, environmental conditions, and past uses of the site.
- Proposed use(s) of project (e.g. industrial, commercial, retail, office, or mixed-use).
- Construction information about the project including: size of any existing structure to be demolished or rehabbed; size of any new construction; types of construction materials (structural and finish); delineation of square foot allocation by use; total number and individual square footage of residential units; type of residential units (e.g. for-sale, rental, condominium); number of affordable residential units; degree of affordability of residential



City of St. Charles Tax Increment Financing (TIF) and Sales Tax Assistance Application Packet

units (i.e. 100% AMI, 80% AMI, 60% AMI); number and type of parking spaces; and construction phasing.

- For TIF assistance, confirm that this project is consistent with the goals and objectives identified in the applicable TIF Redevelopment Plan. Copies of TIF Redevelopment Plans are available through the City.
 - A summary of proposed "green" features to be included in the project. Projects that receive TIF assistance are strongly encouraged to, but not required to include environmentally friendly features. However, when appropriate, include details regarding the type and extent of green roof or other environmental elements that will be provided and the degree of LEED certification, or equivalency, that will be obtained.
-

Detailed Project Information

3 Project Timeline

A comprehensive project timeline is required. Include anticipated dates for site acquisition or lease, project start and completion, as well as other project milestones. Multi-phase projects must include details for each phase. The timeline should also identify any critical or time-sensitive dates as well as any time constraints facing the Applicant.

4 Public Benefits

Fully describe the public benefits that can be realized by the completion of this project. Projects with a high degree of public benefit are typically more likely to receive TIF or sales tax assistance. Examples of public benefits include, but are not limited to the following:

- | | |
|---|--|
| ▪ Creation of affordable housing | ▪ Elimination of blight |
| ▪ Creation of new permanent jobs | ▪ Incorporation of environmentally friendly features |
| ▪ Creation of new retail choices in an underserved segment of the community | ▪ Increased sales tax revenue |
| ▪ Catalyst for new private investment | ▪ Increased property tax revenue |
| ▪ Re-occupancy of a vacant building | ▪ Job-training opportunities |

This statement should include qualitative examples of public benefits as well as quantifiable and measurable outcomes of the short-term and long-term benefits to the neighborhood and to the City of St. Charles. Support documentation for the estimates of public benefits must be included.

5 Demonstration of Need

Provide a detailed statement that accurately and completely explains why TIF or sales tax assistance is needed. This statement should provide the reasons why the project would have unacceptable financial returns without financial assistance.



City of St. Charles Tax Increment Financing (TIF) and Sales Tax Assistance Application Packet

Project Financial Information

6 Request for TIF or Sales Tax Assistance

Specifically state the amount of TIF or sales tax assistance that is necessary to make this project possible. Also specify the terms of payment (e.g. pay-as-you-go, developer note, etc). For TIF assistance, explain how the developer will fund project costs that will be reimbursed with TIF increment after those project costs have been incurred. For example, will the developer provide additional equity or borrow additional funds to "front-fund" the TIF or sales tax assistance? For sales tax incentives, explain what the incentive is to pay for and when.

7 TIF Applicant Only: Budget of TIF Eligible Expenses

Identify which of the development budget costs are eligible for reimbursement as allowed by the Illinois TIF Act.

8 Other Subsidies

Identify all other forms of public assistance that are provided by the City of St. Charles or any other agency. Examples include: land write-down, grants, permit fee waivers, etc.

Developer Information

9 Ownership Structure

Submit a narrative description of the ownership structure of the development and ownership entities, which includes information on individuals involved in each. The financial relationship of each entity must be clearly and accurately described. Where applicable, also identify the relationship between the developer/owner and the operating entity. Indicate the entities that will serve as construction manager and general contractor for the project.

10 Principal Profile Information

Submit the requested information for each of the principals and business entities involved in this project. This information will be used to verify that the applicants and related associates do not have any outstanding debts to the City.



City of St. Charles Tax Increment Financing (TIF) and Sales Tax Assistance Application Packet

TIF AND SALES TAX APPLICATION CHECKLIST

Include this Checklist when applying for TIF or sales tax assistance. If any of the required items are omitted from the application, please provide a brief explanation.

General Project Information

1. Summary Letter
2. Project Narrative

Detailed Project Information

3. Project Timeline
4. Public Benefits
5. Demonstration of Need

Project Financial Information

6. Request for TIF or Sales Tax Assistance
7. TIF Applicants: Budget of TIF Eligible Expenses
8. Other Subsidies

Other Information

9. Ownership Structure
10. Principal Profile Information



**City of St. Charles
Tax Increment Financing (TIF) and Sales Tax Assistance
Application Packet**

PRINCIPAL PROFILE

The following information must be provided for each individual that is an owner, partner, investor, director or officer of the Applicant entity or of any entity holding an interest in the applicant.

Name: Mark Podl (Sole Owner)

Home Address: 3131 E. Francis Circle, St. Charles, IL 60174

Date of Birth: 5/26/72

Social Security Number: 330-68-5773

Driver's License Number: P340-5597-2150

All information must be typed

Name:

Home Address:

Date of Birth:

Social Security Number:

Driver's License Number:

All information must be typed

Name:

Home Address:

Date of Birth:

Social Security Number:

Driver's License Number:

All information must be typed

Name:

Home Address:

Date of Birth:

Social Security Number:

Driver's License Number:

All information must be typed



**City of St. Charles
Tax Increment Financing (TIF) and Sales Tax Assistance
Application Packet**

JOB CREATION OR RETENTION ACTIVITIES

The developer shall document and report on job creation and/or retention activity as per the terms and conditions of the TIF redevelopment or sales tax agreement. The form, content and scheduled reporting dates of the employment information that is to be supplied by the developer shall be determined by EDD.

Initials: MWP Date: 5/2/16



May 2, 2016

Matthew O'Rourke
Economic Development Division Manager
2 E. Main Street
St. Charles, IL 60174

RE: Summary Letter

Matthew,

I appreciate your consideration of Doran Scales, Inc. as we evaluate options for our new manufacturing facility. Doran Scales, Inc. was originally located in St. Charles 40 years ago. Now in second generation ownership, we require an expansion. We are looking to act quickly as our needs to expand are required immediately due to growth and moving manufacturing from China to the US. We are asking the City to consider a tax incentive and, if required, assistance with utilities and small variances to build in St. Charles. As you know, neighboring communities are offering incentives and my board has asked me to develop reasonable incentives with the City.

St. Charles is our primary choice and we have located land that is suitable for a building from 20,000 to 31,000 sq. ft. The project investment will range from \$2,125,000 to \$3,500,000 and will likely be financed by STC Capital in St. Charles. When Doran and the City are able to come to an agreement, we plan on moving into our facility in the first quarter of 2017 or earlier if possible.

Sincerely,

Mark Podl
CEO

Project Narrative

- Location - Legacy Business Park
- Build 20,000 to 31,000 sq. ft., 28' clear building
- Project approximate cost \$2,125,000 – \$3,500,000
- Timeline is immediate with move in first quarter of 2017 or earlier
- Attached: Drawing of proposed building, Scope of work

Operation – An ISO 9001 lean manufacturing facility, assembling UL, Factory Mutual, VCAP and NTEP approved scales. The production facility is utilized for light manufacturing, assembly and warehousing. All product engineering is accomplished at Doran, including electronics, mechanical design and software. Sales is accomplished through one internal and two external full time sales people. Doran is currently moving product from China to USA manufacturing and requires space to expand. We are reducing our Chinese imports by 30% by the end of 2016 that will require three more manufacturing employees and additional space.

Company History – Founded in 1976 and located in Batavia, IL, Doran Scales, Inc. is an internationally recognized manufacturer of heavy duty stainless steel scales, medical scales and data collection solutions. A second generation closely held company, Doran products are sold through 250 industrial scale dealers, medical distributors and direct to Fortune 500 companies.

Demonstration of Need

- Requirements for frontage. Unit is at the rear of the park and is not seen from Kirk Road.
- May need reduced parking spots due to unique layout of lots and on site truck maneuvering.
- East Side Sports Complex is accessed through the business park. The completion of Division Street access would alleviate the following issues:
 - Increased traffic at the end of the day when package and LTL pickups are typically scheduled
 - Currently a safety issue mixing young drivers and trucks
 - Parking for the park is limited and overflows into the business park

Public Benefits Investment in Community

Employees – 21 consisting of:

- Front office – 11, including 5 electrical and software engineers
 - Average Annual Compensation \$75,772
- Production area – 8, including 3 service technicians
 - Average Annual Compensation \$34,406
- External Sales – 2, located in in Pennsylvania and Colorado
 - Average Annual Compensation \$84,000

Benefits – 401K with 20 participating and Health Insurance plan

Training – We continually develop our employees as we prefer to promote from within. Recent training includes: DiSC profile and communication training, Reading Drawings, Lean Manufacturing, Soldering, Basic Electronics, APICS purchasing training, OSHA safety day, Tony Robbins UPW, and Internal Auditing.



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve a Commercial Corridor and Downtown Business Economic Incentive Award for 116 W. Main Street (Dean Courser - Mixology)
Presenter:	Matthew O'Rourke, Economic Development Division Manager

Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development (6/13/16)		City Council
	Public Hearing		

Estimated Cost:	\$25,000.00	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

Dean Courser, owner of the building located at 116 W. Main Street, has applied for a Tier 2 Commercial Corridor and Downtown Business Economic Incentive Program Award that exceeds the \$10,000 Tier 1 limit. Dean Courser will be installing necessary upgrades to the eastern portion of the former Vertical Drop space and are necessary to facilitate the occupancy of the new spa tenant Mixology. While there are a number of modifications required for this tenant, the proposed award will assist with the following modifications:

- The HVAC system is going to be replaced and modernized to accommodate a multiple tenant building. Since the previous tenant occupied the entire first floor, the original HVAC (furnace & air conditioner) are not sufficient to supply the proper amount of air flow to separate units. – Cost: \$38,000.00
- This Mixology portion of the building does not have the needed plumbing to supply water and sewer to this unit. The award will assist with supplying the rough plumbing needed to install bathroom, water service, etc. to this part of the building. – Cost: \$19,985.00

Staff has reviewed the grant eligible improvements and recommends approval of the award. The total cost of the improvements is \$58,485 and the City's share will be the program maximum of \$25,000.

Attachments: *(please list)*

Draft Commercial Corridor Downtown Business Economic Incentive Award Agreement.

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve a Commercial Corridor and Downtown Business Economic Incentive Award for 116 W. Main Street (Dean Courser - Mixology).

<i>For office use only:</i>	<i>Agenda Item Number: 3b</i>
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City of St. Charles

Commercial Corridor and Downtown Business Economic Incentive Award Agreement

116 W. Main Street

DPC Properties, LLC. (Dean Courser - Mixology)

THIS AGREEMENT, entered into this 20th day of June, 2016, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated APPLICANT, to wit:

APPLICANT Name: **Dean Courser**

Address of Property to be Improved: **116 W. Main Street**

PIN Number(s): **09-27-376-002**

Property Owner's Name: **DPC Properties, LLC.**

WITNESSETH:

WHEREAS, the CITY has established a **Commercial Corridor and Downtown Business Economic Incentive Award Program** to provide matching grants for permanent Building Improvements within the Commercial Corridor and Downtown Business Economic Incentive Program Boundary Area of the CITY as described in Exhibit I; and

WHEREAS, DPC Properties, LLC., APPLICANT(S), desires to install related Building Improvements to the above-described property that are eligible for reimbursement under the Commercial Corridor and Downtown Business Economic Incentive Award; and

WHEREAS, said Commercial Corridor and Downtown Business Economic Incentive Program is administered by the CITY and is funded from the general fund for the purposes of improving the commercial building stock along the major commercial corridor and downtown area 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 Commercial Corridor and Downtown Business Economic Incentive Award 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 Building Improvements located on the parcels with the following PIN(s) 09-27-376-002, shall be considered reimbursable as described in Exhibit II. The CITY will reimburse the APPLICANT up to 50% of the cost of labor, materials and equipment necessary to install Building Improvements in accordance with the approved plans, specifications and cost estimates attached hereto as Exhibit “II” (the “Eligible Building Improvements Cost Estimate”), but in no event more than the maximum amounts as defined below:

Building Improvements cost: \$58,485.00 City’s Share @ 50% up to a maximum of \$25,000.00

Labor by the APPLICANT (“sweat equity”) is not a reimbursable expense. All Building Improvements shall be installed in accordance with approved building permit plans, subject to minor revisions as may be approved by a representative of the CITY due to 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 Building Improvements installed pursuant to this Agreement and shall include 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 Building 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 Building 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, 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.

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

1) Upon completion of Building Improvements representing 40% or more of the maximum reimbursement specified in Section 1 hereof and,

2) Upon receipt by CITY of the all invoices, contractor's statements, proof of payment and notarized final lien waivers for the completed Building Improvements and,

3) Upon a determination by the Director of Community & Economic Development, or designee, that the remainder of the Building 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 Building Improvements must be completed within 270 days after the approval of this Agreement. Extensions may be approved by the Director of Community & Economic 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 Building 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 Building Improvements pursuant to this Agreement and for a period of five (5) years thereafter, the APPLICANT shall be responsible for properly maintaining such Building 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 Building Improvements, or the approved design thereof, nor shall APPLICANT undertake any other changes, by contract or otherwise, to the Building Improvements provided for in this Agreement unless such changes are first approved by the Director of Community & Economic Development, Designee, or City Council, whichever the case may be. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the Building Improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement.

In the event that any of the Building Improvements are removed during the term of this agreement the APPLICANT and/or the Owner shall repay the CITY all grant funds received pursuant to this Agreement and shall pay any costs and fees including reasonable attorney's fees incurred by the CITY to collect said grant funds. The amount of repayment required to be paid by the APPLICANT and the OWNER shall be reduced by 20% for every full year that this Agreement has been in effect at the time of the required repayment.

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

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 Building 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 Commercial

Corridor and Downtown Business Economic Incentive Award(s) which are the subject of this Agreement. 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 building 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 Building 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 Building Improvements are installed, for a period of five (5) years from and after the date of completion and approval of the building improvement provided for herein. It shall be the responsibility of the APPLICANT to inform subsequent owners and lessees of the provisions of this Agreement.

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

APPLICANT

PROPERTY OWNER
(if different from APPLICANT)

CITY OF ST. CHARLES: _____

Mayor or Director of Community & Economic Development

ATTEST: _____

City Clerk

Applicant contact information:

Phone: _____

Fax: _____

Email: _____

Property Owner's information, if different than applicant:

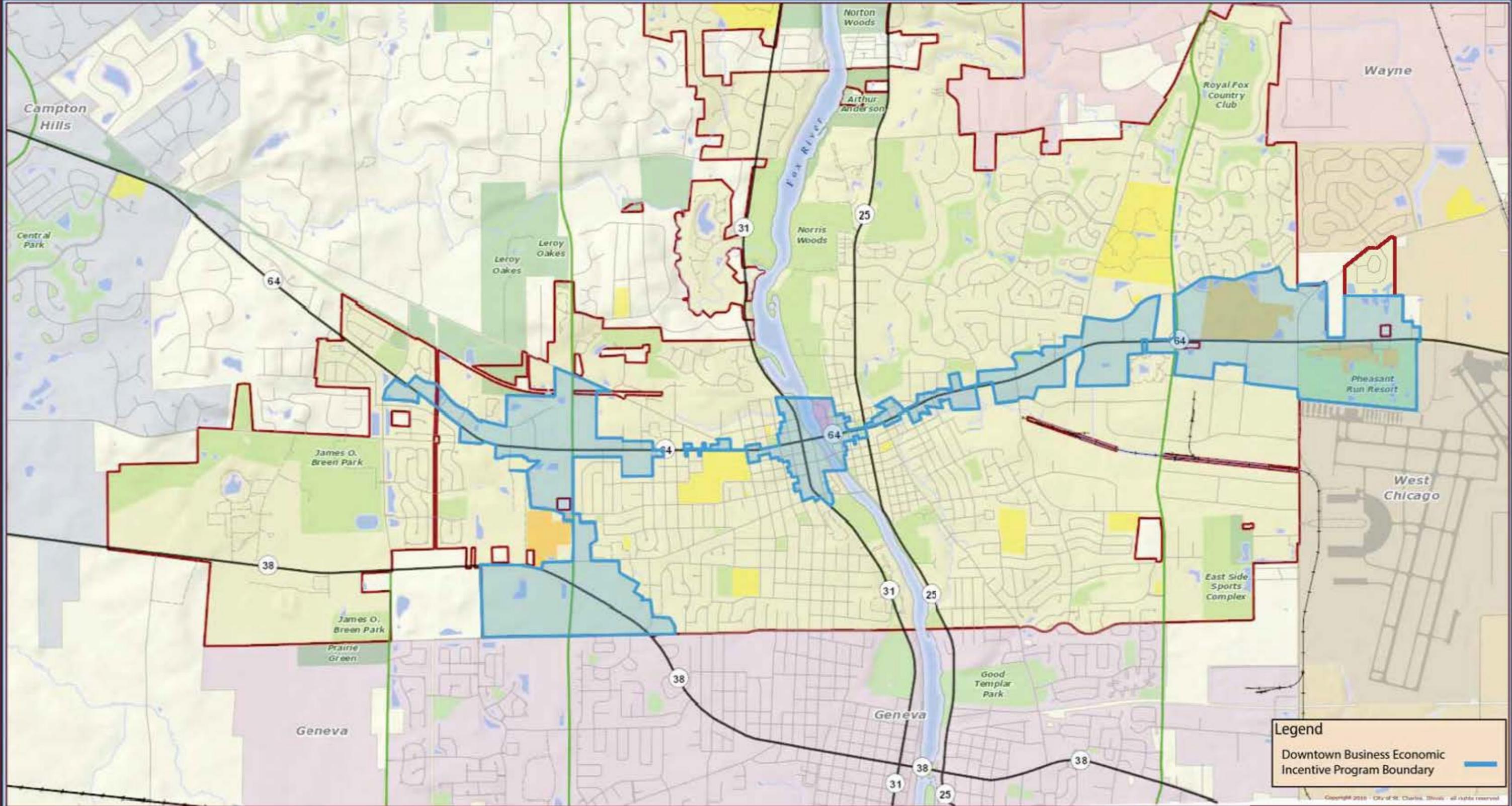
Phone: _____

Fax: _____

Email: _____

Exhibit I

Map of the Downtown Economic Incentive Program Eligible Properties Boundary



Legend
 Downtown Business Economic Incentive Program Boundary

Copyright 2010 - City of St. Charles, Illinois - All rights reserved.



Data Source:
 City of St. Charles, Illinois
 Kane County, Illinois
 DuPage County, Illinois
 Coordinate System: Illinois State Plane East
 Projection: Transverse Mercator
 North American Datum 1983
 Printed On: May 2, 2010 02:17



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Exhibit II

Eligible Building Improvements Cost Estimate

Proposal

Klinkey Heating & Sheet Metal, Inc.

Exhibit II

P.O. Box 1013
608 S. First Street
St. Charles IL 60174
(630)584-2591 Phone (630)584-2592 Fax

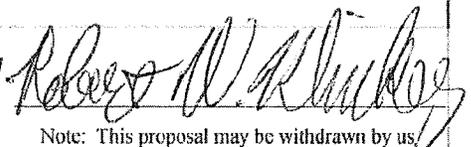
Proposal Submitted To DPC Properties P.O. Box #183 St. Charles IL 60174	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Date:</td> <td>4/6/2016</td> </tr> <tr> <td>Phone:</td> <td>630/444-1447</td> </tr> <tr> <td>Job Name:</td> <td>116 W. Main, St. Charles</td> </tr> <tr> <td>Job Location:</td> <td>Vertical Drop Ski & Patio 116 W. Main Street St. Charles, IL 60174</td> </tr> </table>	Date:	4/6/2016	Phone:	630/444-1447	Job Name:	116 W. Main, St. Charles	Job Location:	Vertical Drop Ski & Patio 116 W. Main Street St. Charles, IL 60174
Date:	4/6/2016								
Phone:	630/444-1447								
Job Name:	116 W. Main, St. Charles								
Job Location:	Vertical Drop Ski & Patio 116 W. Main Street St. Charles, IL 60174								

We hereby submit specifications and estimates for:	Qty	Total
Vertical Drop First Floor, East Side We will furnish and install (2) new split-system heating and cooling units consisting of (2) 100,000 BTU furnaces and (2) 5-ton cooling systems. This includes all new spiral ductwork throughout the first floor area, new furnaces and automatic economizers will be mounted in equipment room. Condensers will be mounted on North side of building. Installed This does not include: Removal of old boilers and piping Gas piping Line voltage electric Framing of structural penetrations	\$	38,500.00

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: **As Above**
 Payment to be made as follows: **Upon Completion**

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

Authorized Signature



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

Acceptance of Proposal -

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

Signature _____

Signature _____

Date of Acceptance _____

H.R. STEWART, INC.
'YOUR HOME TOWN SOURCE'

52 WEST CRYSTAL STREET
CARY, IL. 60013-2792

**PLUMBING
DIVISION**

(847) 639-3331
(815) 356-9060
FAX: (847) 639-0738

ATTN: Dean Courser
SCOPE: Plumbing improvements
LOCATION: 100 west Main St.
St Charles Ill. 60147

DATE: 05/11/16

Dean

We are proposing to install new water and sewer as requested and as per our design.

This will include:

- Connection to the existing sanitary sewer in the boiler room
- Installation of a 2x1 1/4" tee in the water main manifold near the meter
- Install a new 1 1/4" cold water main to the new unit and also connect the existing restroom so the entire unit is fed off of one line.
- The water and sewer will be under each area that will need plumbing with no connections cut in (tenant work)
- We will have a sewer on the east and west side of the beam from the Gallery to the end of the shampoo area to maintain head room in the basement
- The Cold, hot and hot water return will only be on one side of the beam
- We will install a hot water return loop on the hot water to maintain hot water temperature at the far end from the water heater
- We will have water and sewer under the Beverage center and both of the Spa sinks
- We will have water and sewer under the Mechanical room for the required equipment and floor drains for water heater and furnaces

Cost \$ 19,985.0000

Not Included:

- Any takeoff fittings for fixtures
- Any pipe insulation
- Any vent pipe
- Any holes through the floor

PROPOSAL
Mark Handrock



ACCEPTED BY

TERMS

_when complete _

DATE



AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve a Commercial Corridor and Downtown Business Economic Incentive Award for 11 N. 3rd Street (Robert Mondy – Abby’s Kitchen)

Presenter: Matthew O’Rourke, Economic Development Division Manager

Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development (6/13/16)		City Council
	Public Hearing		

Estimated Cost:	\$25,000.00	Budgeted:	YES	X	NO
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If NO, please explain how item will be funded:

Executive Summary:

Robert Mondy, owner of the Abby’s Kitchen is looking to expand his existing business into an adjacent space located at 11 N. Third Street. This expansion will require a number of permanent upgrades to this unit. Mondy has applied for a Tier 2 Commercial Corridor and Downtown Business Economic Incentive Program Award that exceeds the \$10,000 Tier 1 limit to assist with some of the required upgrades. There are a number of modifications that are required to turn the existing unit into a space that can accommodate a restaurant use. The proposed award will assist with the following modifications:

- The amount of electricity that currently is supplied to the unit is insufficient. Therefore, a portion of the award will be used to permanently upgrade the electric service into the building. – Cost: \$34,150.
- This expansion does not have sufficient, water, sewer, and gas plumbing to supply multiple bathrooms, and kitchen expansion. The award will assist with supplying the rough plumbing needed to install bathrooms, water service, and new gas lines. – Cost: \$89,000.

Staff has reviewed the grant eligible improvements and recommends approval of the award. The total cost of the improvements is \$211,150 and the City’s share will be the program maximum of \$25,000.

Staff has also highlighted in the attached agreement which improvements will be subject to the 5 year maintenance terms in order to receive the award.

Attachments: *(please list)*

Draft Commercial Corridor and Downtown Business Economic Incentive Award Agreement.

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve a Commercial Corridor and Downtown Business Economic Incentive Award for 11 N. Third Street (Robert Mondy - Abby’s).

For office use only: *Agenda Item Number: 3c*

City of St. Charles

Commercial Corridor and Downtown Business Economic Incentive Award Agreement

11 N. Third Street

Robert Mondì (Abby's Kitchen Expansion)

THIS AGREEMENT, entered into this 20th day of June, 2016, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated APPLICANT, to wit:

APPLICANT Name: **Robert Mondì**

Address of Property to be Improved: **11 N. Third Street**

PIN Number(s): **09-27-361-030**

Property Owner's Name: **Terry Grove**

WITNESSETH:

WHEREAS, the CITY has established a **Commercial Corridor and Downtown Business Economic Incentive Award Program** to provide matching grants for permanent Building Improvements within the Commercial Corridor and Downtown Business Economic Incentive Program Boundary Area of the CITY as described in Exhibit I; and

WHEREAS, Robert Mondì., APPLICANT(S), desires to install related Building Improvements to the above-described property that are eligible for reimbursement under the Commercial Corridor and Downtown Business Economic Incentive Award; and

WHEREAS, said Commercial Corridor and Downtown Business Economic Incentive Program is administered by the CITY and is funded from the general fund for the purposes of improving the commercial building stock along the major commercial corridor and downtown area 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 Commercial Corridor and Downtown Business Economic Incentive Award 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 Building Improvements located on the parcels with the following PIN(s) 09-27-361-030, shall be considered reimbursable as described in Exhibit II. The CITY will reimburse the APPLICANT up to 50% of the cost of labor, materials and equipment necessary to install Building Improvements in accordance with the approved plans, specifications and cost estimates attached hereto as Exhibit “II” (the “Eligible Building Improvements Cost Estimate”), but in no event more than the maximum amounts as defined below:

Building Improvements cost: \$211,150.00 City’s Share @ 50% up to a maximum of \$25,000.00

Labor by the APPLICANT (“sweat equity”) is not a reimbursable expense. All Building Improvements shall be installed in accordance with approved building permit plans, subject to minor revisions as may be approved by a representative of the CITY due to 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 Building Improvements installed pursuant to this Agreement and shall include 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 Building 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 Building 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, 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.

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

1) Upon completion of Building Improvements representing 40% or more of the maximum reimbursement specified in Section 1 hereof and,

2) Upon receipt by CITY of the all invoices, contractor's statements, proof of payment and notarized final lien waivers for the completed Building Improvements and,

3) Upon a determination by the Director of Community & Economic Development, or designee, that the remainder of the Building 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 Building Improvements must be completed within 270 days after the approval of this Agreement. Extensions may be approved by the Director of Community & Economic 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 Building 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 Building Improvements pursuant to this Agreement and for a period of five (5) years thereafter, the APPLICANT shall be responsible for properly maintaining such Building 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 Building Improvements, or the approved design thereof, nor shall APPLICANT undertake any other changes, by contract or otherwise, to the Building Improvements provided for in this Agreement unless such changes are first approved by the Director of Community & Economic Development, Designee, or City Council, whichever the case may be. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the Building Improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement.

In the event that any of the Building Improvements are removed during the term of this agreement the APPLICANT and/or the Owner shall repay the CITY all grant funds received pursuant to this Agreement and shall pay any costs and fees including reasonable attorney's fees incurred by the CITY to collect said grant funds. The amount of repayment required to be paid by the APPLICANT and the OWNER shall be reduced by 20% for every full year that this Agreement has been in effect at the time of the required repayment.

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

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 Building 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 Commercial

Corridor and Downtown Business Economic Incentive Award(s) which are the subject of this Agreement. 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 building 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 Building 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 Building Improvements are installed, for a period of five (5) years from and after the date of completion and approval of the building improvement provided for herein. It shall be the responsibility of the APPLICANT to inform subsequent owners and lessees of the provisions of this Agreement.

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

APPLICANT

PROPERTY OWNER
(if different from APPLICANT)

CITY OF ST. CHARLES: _____

Mayor or Director of Community & Economic Development

ATTEST: _____

City Clerk

Applicant contact information:

Phone: _____

Fax: _____

Email: _____

Property Owner's information, if different than applicant:

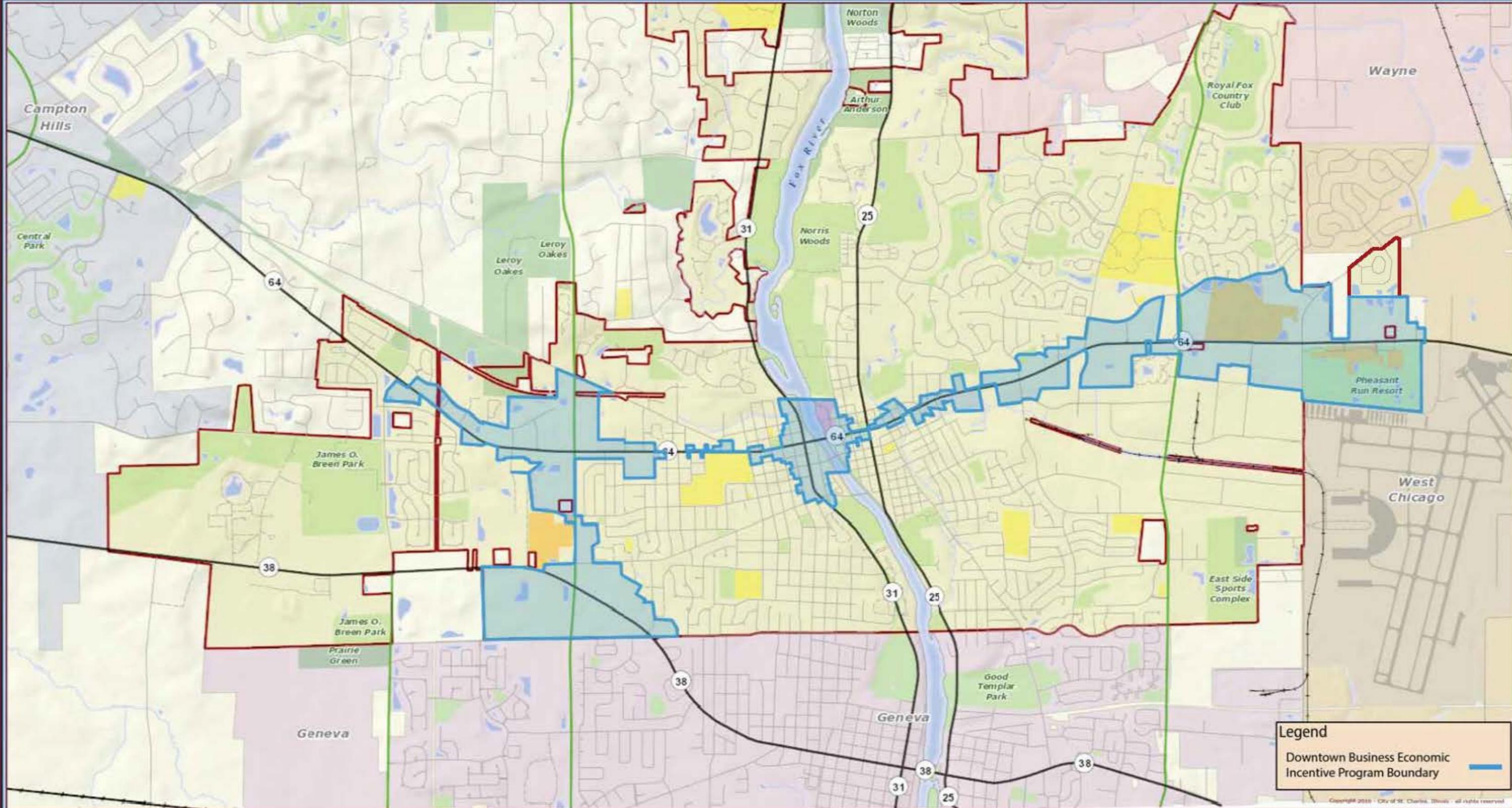
Phone: _____

Fax: _____

Email: _____

Exhibit I

Map of the Downtown Economic Incentive Program Eligible Properties Boundary



Legend

Downtown Business Economic Incentive Program Boundary



Copyright 2010 - City of St. Charles, Illinois - All rights reserved.



Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DeKalb County, Illinois

Coordinate System: Illinois State Plane East
Projection: Transverse Mercator
North American Datum 1983

Printed On: May 2, 2010 02:17



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Exhibit II

Eligible Building Improvements Cost Estimate

Mark Turk Builders Inc.

48w960 Ellithorpe Rd.

Hampshire, Il 60140

630-965-2706

PROPOSAL

May 24, 2016

To: Abby's Restaurant

11 N. 3rd Street

St. Charles, Il

Proposal includes labor and material to complete the hvac, plumbing, and electrical renovation and expansion to the current restaurant located in St. Charles, Il.

Total Cost: \$211,150.00

**** Only Highlighted Improvements are subject to grant funding and therefore the 5 Year maintenance period ****

Price does not include labor or materials for carpentry, insulation, drywall, painting, tile, cabinetry, electrical fixtures, ceilings, permits or general contracting services.

DENNING, INC.

| PO BOX 479

| 4N944 OLD LAFOX ROAD

| WASCO ILLINOIS 60183-0479

| PHONE: 630-584-4927 x2

| FAX: 630-584-5742

| Email: jeffjr@denninghvac.com

May 20, 2016

Mr. Rob Mondri

Re: Abby's
11 North 3rd Street
St. Charles, IL 60174

Dear: Rob

For the net sum of \$58,000.00 I propose to furnish and install the following per plan and specifications.

1. One (1) Kees Make up air unit
2. One (1) Kees kitchen hood with extinguishing ansul system
3. Four (4) Markel electric finned tube heaters
4. Three (3) Markel electric baseboard heaters
5. Price grilles and diffusers
6. One (1) Greenheck exhaust fan
7. One (1) Twin City exhaust fan
8. PVC flue pipe
9. Sheet metal ductwork
10. Black iron kitchen exhaust ductwork
11. Duct wrap Insulation
12. Thermostat wiring
13. Gas piping
14. Test & balance
15. Startup
16. One year labor warranty

Sincerely,

Jeff Denning Jr

Acceptance of Proposal



Spike Construction, Inc.
 964 High Point Lane
 Streamwood, IL 60107

Phone: (630) 688-8248
Fax: (630) 372-2261
E-mail: spikecorp@comcast.net

PROPOSAL

Submitted To: Abby's restaurant
 11 N. 3rd Street
 St. Charles, IL

Date : 4/27/2016
Project :
Job # : 1189

We hereby propose to furnish the materials and perform the labor necessary for the completion of :

Qty	Description
1	3PH, 400A, 120/208V, 84 pos. service (panel within 5' from meter)
112	Light opening
112	Fixtures installation only (all fixtures by owner)
10	Switch (regular)
19	20A Receptacle (general)
25	20amp 120volt dedicated circuit with receptacle
3	20amp 220volt dedicated circuit with receptacle
7	20amp 120/208v 3phase dedicated circuit
2	30amp 120/208v 3phase dedicated circuit
4	40amp 220volt dedicated circuit
2	50amp 120/208v 3phase dedicated circuit
Thank You for bidding opportunity	
Total: \$34,150.00	

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Customer responsible for fees and permits as required.

Payment schedule: 30%-service; 60%-rough; 10%-trim

Respectfully submitted by: Brian J. Spike

Acceptance of Proposal

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

Signature : _____

Date: _____

**West Side Plumbing, Inc.
812 E. St. Charles Road
Lombard, Il 60148**

Proposal

Bid #: 2016-025

Mr. Rob Mondri
11 N. 3rd, Street
St, Charles, Il 60174

(630) 917-3439

Re: Abby's Expansion

11 N. 3rd, Street
St, Charles, Il 60174

Architect: Gleason Architects, P.C.

Plan Date: 03-23-16

Plan #: 15-045

Dear Rob:

As you requested, following is our proposal for the complete interior plumbing work for the above mentioned project as per print and specs issued for bid. All materials, as well as labor is included in our proposed price and will be installed in accordance with all City of St. Charles plumbing codes. All workmanship and materials will be guaranteed for the period of one year from date of completion. Any deviations from blueprints or specifications involving any extras (materials or labor) will be done only upon the execution of an Additional Work Order, or on written request, and will become an extra over and above this proposed price. All agreements are contingent upon strikes, accidents, weather, or delays beyond our control.

Owners/contractors are to carry fire, tornado and all other necessary insurance. All our employees are covered under our workman's compensation insurance; as well as automobile insurance.

Work Scope

- 1 – Install new PVC underground sanitary sewer as required.
- 2 – Install new Water Piping system as per isometric drawing.
- 3 - Install new gas piping as per drawing

Following is work to be completed in the new space:

Install New Water Supply Waste Vent and Water To The Following:

Existing Woman's Toilet Room #103:

Remove and Replace in existing location.

Supply and Install the following:

- 1 - American Standard ADA Cadet Toilet w/Seat
- 1 - American Standard Lucerne Wall Hung Lavatory w/
- 1 - Moen L4621 Cheatue Lavatory Faucet.
- 1 - Watts Mixing Valve, Handi Wrap Trap Guard

New Men's Bathroom #104:

Complete New Rough For The Following:

- 1 - American Standard ADA Cadet Toilet w/Seat
- 1 - American Standard Washbrook Urinal w/
- 1 - Sloan Flush Valve
- 1 - American Standard Lucerne Wall Hung Lavatory w/
- 1 - Moen L4621 Cheatue Lavatory Faucet
- 1 - Watts Mixing Valve, Handi Wrap Trap Guard
- 1 - Floor Drain

Utility Closet:

Complete New Rough For The Following:

- 1 - Mustee 2424 Mop Basin w/
- 1 - Chicago Utility Faucet w/vacuum breaker.
- 1 - 10gal, Electric Water Heater (Shelf By Others)
- 1 - Floor Drain

Waitress Station:

- 1 - 1/2" Cold Water Line w/ Back Flow Preventer

The Following Work Is To Be Done In Existing Restaurant:

Existing Men's Bathroom #105:

No work to be done in this bathroom.

Existion Women's Bathroom #106:

No work to be done in this bathroom

Waitress Station:

1 - 1/2" Cold Water Line w/ Back Flow Preventer

Kitchen:

- 1 - 75gal, ASME Commercial Water Heater
- 8 - Floor Drains
- 1 - Mop Sink & Faucet (Supplied By Owner)
- 1 - Existing 3 Compartment Sink & Faucet (Supplied By Owner)
- 2 - Hand Sink & Faucet (Supplied By Owner)
- 1 - Prep Sink & Faucet (Supplied By Owner)
- 1 - Dishwasher (Supplied By Owner)
- 3 - Floor Sinks

Gas Piping

We will run gas piping to the following:

- 1 - Water Heater
- 6 - Kitchen Openings
- 3 - RTU's

Our proposed price for this project is: \$89,000.00

Payments to be made as follows:

Monthly as work progresses or:

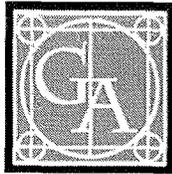
Authorized Signature:

By: Daniel G. Radosta

President, West Side Plumbing, Inc.

Date of Acceptance: _____, 2016

By: _____



GLEASON ARCHITECTS, P.C.

Architectural Services Contract - Authorization Form

IMPORTANT: THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the address shown below via the United States Postal Service. Thank you for your cooperation. **If you do not receive all of the pages, please call our office as soon as possible at (630) 466-8740.**

DATE:	April 7, 2016	
CLIENT:	Rob Mondì	
EMAIL:	rmondi@gmail.com	
FAX:		
FROM:	Diane Duncan	
PROJECT / JOB NUMBER:	Abby's Expansion	15-045

This Architectural Service Contract Authorization Form is being sent to you with regards to our meeting or conversation for Special Architectural services on the above captioned Job. A brief description of the services requested are as follows:

DESCRIPTION OF WORK:

The project consists of a remodel of a portion of an existing 2300 sq ft office. We will provide Architectural, Mechanical, Electrical and Plumbing drawings for permit. We will assist in obtaining the proper permit approvals from the governing agencies. We will work with your chosen general contractor to ensure that the building is built with your design intention.

Please note that this contract does include printing and mileage.

A/E FEES:

SERVICE:	FEE:
Deposit	\$3,500.00
Construction Documents	\$11,700.00
Plotting	\$1,000.00
TOTAL:	\$16,200.00

Note: Hourly rates, when applicable, are based upon the attached Exhibit A, Schedule of Values. The initial fee is due upon acceptance of this proposal. Fees are billed on a monthly basis as a percentage of work completed or at the end of each phase, whichever comes first.

K:\Gleason Architects\PROJECTS\15-045 Abbays Expansion\Proposals\Abbeys Expansion.docx

769 Heartland Drive, Unit A Sugar Grove, Illinois 60554

Phone: 630-466-8740 Fax: 630-466-8760

E-mail: thadgleason@gleasonarchitectspc.com

AUTHORIZATION:

The terms and conditions of this letter agreement are hereby accepted by Robi Mondri for architectural and engineering services set forth above.

 _____ Signature / Rob Mondri	<u>4-19-16</u> Date	_____ P.O. # if applicable
 _____ Signature / Thad Gleason	<u>April 7, 2016</u> Date	<u>15-045</u> GA Job Number

GENERAL PROVISIONS

Termination

The obligation to provide further services under this Agreement may be terminated by either party upon five days' written notice in the event of substantial failure of the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Ownership of Architectural Drawings and Related Documents

All documents, drawings and reports prepared or furnished by the Architect (and the Architect's independent professional associates and consultants) pursuant to this agreement shall belong to the Architect. The Client or its independent contractors or consultants shall retain no interest therein except as specifically agreed to by the Architect in writing. The Architect shall retain all rights including but not limited to copyright and property interest in and to the documents, drawings and reports therein whether or not the Project is completed. Architectural drawings and related documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project.

Insurance

Architect shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

Agreement to Mediate

It is understood and agreed by the undersigned parties that in the event of any disagreement, dispute, controversy, project delay, unanticipated extra expense, or problem that may arise during the design or construction phase of the project or following its completion, each undersigned party will cooperate in good faith to explore and, if possible, arrive at an amicable resolution of the problem without resorting to litigation or arbitration.

In the event the parties are unable to reach an agreement, a mediator, mutually acceptable to all, will be utilized in further effort to resolve the dispute.

It is further understood and agreed that any such action taken or statement(s) made in an effort to resolve the problem will be without prejudice to any legal right or defense(s) that any party subsequently may raise in the event that such voluntary resolution attempts are unsuccessful.

Limitation of Liability

Neither the Architect nor its officers, shareholders, agents or employees shall be jointly, severally or individually liable to the Owner, by reason of any act or omission, including breach of contract or negligence not amounting to willful or intentional acts, in excess of the compensation to be paid to Architect pursuant to this contract.

Severability

In the event that any provision or clause of this contract conflicts with applicable law, such conflict shall not affect the remaining provisions of this contract which can be given effect without the conflicting provision, and to this end the provisions of this contract are declared to be severable.

Limitations on Architect's Responsibilities

Architect will not supervise, direct, control or have authority over the Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work. Nevertheless the Architect shall be responsible for verifying the contractor's and subcontractor's work is being performed and finished in accordance with the architectural drawings, contract documents and Architects' approved shop drawings and submittals.

Project Schedule

The Architect shall not be responsible for meeting the Owner's time schedule if the Owner causes time delays due to revisions. The Owner's approval of the final design drawings must occur within a time frame that will allow the Architect to complete the Construction Documents.

Timely Payments of Invoices

The Client recognizes that prompt payment of invoices is essential to Gleason Architects, P.C.'s providing services on a continuing basis. Therefore, the Client agrees to pay all charges upon receipt of invoice. Gleason Architects, P.C., shall be notified of any charges held in dispute within ten (10) days of receipt of Gleason Architect's P.C.'s invoice. Client agrees that Gleason Architects, P.C. has the right to suspend or terminate service if undisputed charges are not paid or there is no resolution to a disputed invoice within fourteen (14) days of receipt of invoice. Gleason Architects, P.C. also maintains the right to charge a reasonable interest rate and any fees associated with attempts to collect late payments. The Client agrees to waive any claim against Gleason Architects, P.C. and to indemnify, defend and hold Gleason Architects, P.C. harmless from and against any claims arising from Gleason Architects, P.C.'s suspension or termination due to the Client's failure to provide timely payment

EXHIBIT A

Schedule of Values

Effective as of January 1, 2016

Principal Architect	\$190.00	Per hour
Project Architect	\$140.00	Per hour
Project Designer	\$125.00	Per hour
Technician	\$80.00	Per hour
Administrative Staff	\$50.00	Per hour
Consultants	1.15 times invoice amount	

Unless prior arrangements have been made, payment is due upon receipt of our invoice. Interest will be charged at the rate of 1.5% per month on amounts past 30 days.

The Client recognizes that prompt payment of invoices is essential to Gleason Architects, P.C.'s providing services on a continuing basis. Therefore, the Client agrees to pay all charges upon receipt each invoice. Gleason Architects, P.C. shall be notified of any charges held in dispute within ten (10) days of receipt of Gleason Architects, P.C.'s invoice. The Client agrees that Gleason Architects, P.C. has the right to suspend or terminate service if undisputed charges are not paid or there is no resolution to a disputed invoice within fourteen (14) days of receipt of invoice. Gleason Architects, P.C. also maintains the right to charge a reasonable interest rate as indicated in the Proposal and any fees associated with attempts to collect late payments. The Client agrees to waive any claim against Gleason Architects, P.C. and to indemnify, defend and hold Gleason Architects, P.C. harmless from and against any claims arising from Gleason Architects, P.C.'s suspension or termination due to client's failure to provide timely payment.

EXHIBIT B

Reimbursable Costs Schedule

Effective as of January 1, 2010

In addition to the agreed upon Fixed Flat Fee and/or Hourly Rate for the Project, we will invoice for those of the following reimbursable costs incurred in the interest of the Project as defined below:

1. Long distance communication, travel expenses (when required and agreed upon) and courier fees will be billed at 1.15 times the invoiced amount.
2. Printing, plotting, Xerox copies, etc. will be charged as follows:
 - a. In-House Plotting on Bond 24" x 34" @ \$3.00 per sheet
 - b. In-House Plotting on Bond 24" x 36" @ \$3.00 per sheet
 - c. In-House Plotting on Bond 34" x 36" @ \$5.25 per sheet
 - d. In-House Plotting on Bond 30" x 42" @ \$5.25 per sheet
 - e. In-House Plotting on Bond 36" x 48" @ \$5.25 per sheet
 - f. In-House Plotting on Bond 11" x 17" @ \$0.50 per sheet
 - g. Xerox Copies 8 1/2" x 11" @ \$0.05 per sheet
 - h. Xerox Copies 11" x 17" @ \$0.10 per sheet
3. Color printing, plotting, Xerox copies, etc. will be charged as follows:
 - a. In-House Plotting on Bond 8 1/2" x 11" @ \$1.00 per sheet
 - b. In-House Plotting on Bond 11" x 17" @ \$3.00 per sheet
 - c. In-House Plotting on Bond 18" x 24" @ \$6.00 per sheet
 - d. In-House Plotting on Bond 24" x 36" @ \$12.00 per sheet
 - e. In-House Plotting on Bond 30" x 42" @ \$18.00 per sheet
 - f. In-House Plotting on Bond 36" x 48" @ \$24.00 per sheet
4. Subcontracted services, such as soils investigations, surveys, laboratory testing, shop fabrication details, etc., not included in our Proposed Scope of Services, will be billed at 1.15 times the invoiced amount to cover additional liability insurances and other administrative costs.
5. Local and long distance automobile travel will be invoiced at the current allowable standard established by the U.S. Government based on cost per mile (presently \$0.54 per mile).
6. Costs incurred by the Architect to procure copies of any governing codes necessary to perform the work to execute the design. Cost of Document will be billed at 1.15 times the invoice amount.

Any electronic copies of archived drawing files requested by the Owner, or owner's representative. Time spent will be billed on an hourly basis as reflected on Exhibit A plus materials.



March 11, 2016

Mr. Rob Mond
RAM Restaurant Group, Inc.
11 North 3rd Street
St. Charles, Illinois 60174

Re: New Electric Service for 11 North 3rd Street, St. Charles, Illinois, 60174.

Dear Mr. Mond:

The St. Charles Municipal Electric Utility office has received and reviewed your application for a new electric service for 11 North 3rd Street Suites B & C. The City of St. Charles Municipal Electric Utility is a zero standard utility in which customers are responsible for the actual SCMEU costs for the service. The engineered estimate cost of the new service is \$ 16,000.00, however, customers are responsible for the actual SCMEU costs for the service which will be compiled after the service installation is complete. After the compilation, reconciliation accounting will be performed and you may be due a refund or additional charges may be due. The scope of the work performed by SCMEU and the customer obligations, including those detailed in the SCMEU Permit Review comment letter attached to permit, are: SCMEU will furnish and install a new secondary cables from the existing transformer serving the building to the existing SCMEU pedestal identified on the drawings which will accommodate the new larger service; the Customer shall furnish and install the secondary feeder from the pedestal to the new service meter/main; and all other secondary and grounding electric service work is furnished by the customer. The cost breakdown for the SCMEU permit estimate of \$ 16,000.00 is \$ 4,700.00 for materials; \$ 7,050.00 for labor and equipment; \$ 1,200.00 for electric utility meter; \$ 720.00 for Engineering; and \$ 2,330.00 for Contingency Costs.

RAYMOND P. ROGINA *Mayor*

MARK KOENEN, P.E. *City Administrator*

Please be advised that before installation can begin a signed copy of this letter and payment in the amount of \$ 16,000.00 must be returned to: City of St. Charles Municipal Electric Utility at 2 East Main Street, St. Charles, Il 60174. If you require any clarifications, please do not hesitate to telephone or email me at my listed information. The City of St. Charles is committed to providing excellent service to its residents and customers and we welcome this opportunity to be of service to you,

Respectfully Yours,



Paul Hopkins: Electric Engineering
City of St. Charles Electric Utility
2 East Main Street St. Charles, Illinois 60174-1984

Direct : 630-377-4403 Fax: 630-377-7009
phopkins@stcharlesil.gov

I agree to the conditions set forth in this letter.

Signature: _____

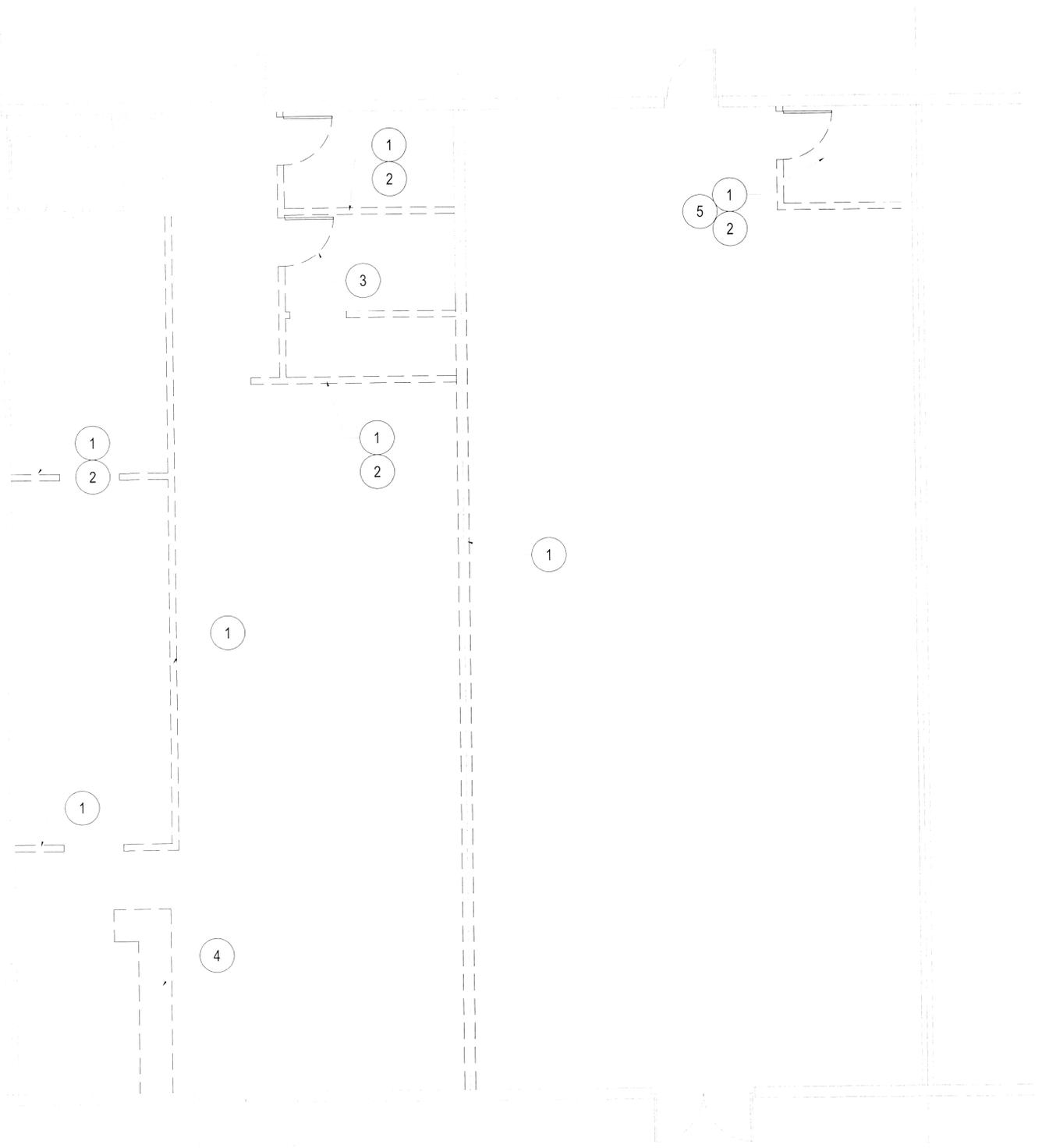
Date: _____

Name: _____

Title: _____

DEMOLITION NOTES

- ① REMOVE EXISTING CEILING, TILES, GRID, LIGHTS AND SOFFIT
- ② REMOVE EXISTING PLATFORM, EQUIPMENT, PLUMBING AND ELECTRICAL - CAP PLUMBING AND ELECTRICAL
- ③ REMOVE EXISTING DISPLAYS AND PREPARE FLOOR FOR NEW DISPLAY LAYOUT
- ④ REMOVE EXISTING PLUMBING FIXTURES AND CAP PLUMBING



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

ISSUED	DATE
FOR APPROVAL	
FOR PERMIT	04/27/16
FOR BID	
FOR CONST.	

REVISIONS	DATE
1 Client Changes	06/01/16
2	
3	

PROJECT: **Abby's Expansion**
 11 N. 3rd Street
 ST. CHARLES, IL
 CLIENT: **Rob Mondri**
 GENERAL: **Geneva, IL**

JOB NO. 15-045
 DATE 04/22/16
 FILE 01-01
 PLOT SCALE 1:1

OWNER APPROVAL

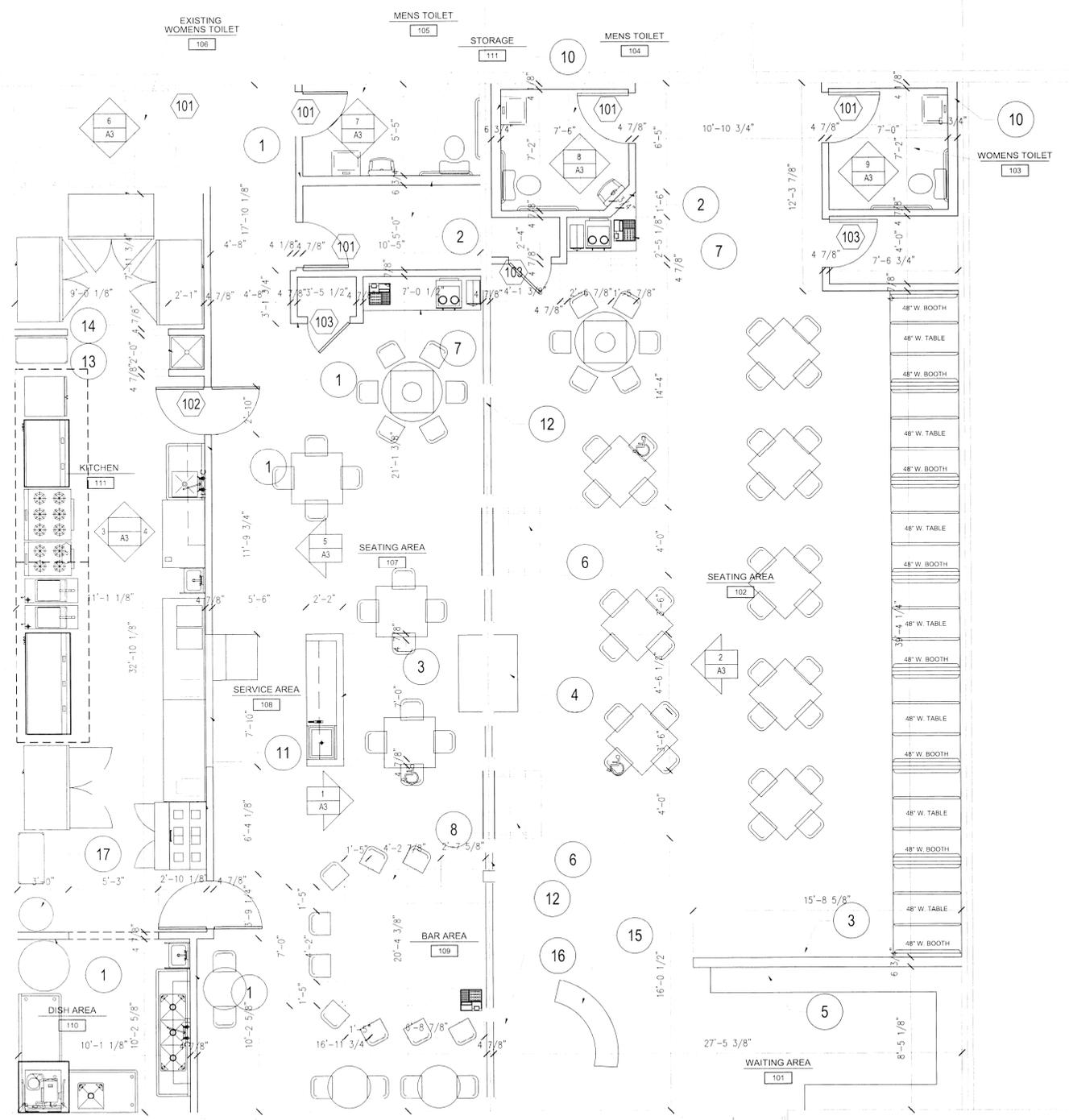
 Name _____
 Title _____

SHEET TITLE
DEMO PLAN

SHEET NUMBER
D1

FLOOR PLAN NOTES

- 1 3 5/8" WD STUDS @ 16" O.C. W/INSULATION W/ 5/8" GYP. FA. SIDE FROM FLOOR TO (±6") ABOVE CLG GRID. BRACE TO ROOF STRUCTURE @ 4'-0" O.C. NOTE: BRACES TO BE @ 45'.
- 2 5 1/2" WD STUDS @ 16" O.C. - INSTALL 5/8" GYP BOARD ROOM SIDE FROM FLOOR TO 6" ABOVE CLG GRID
- 3 3 5/8" WD STUDS @ 16" O.C. FROM FLOOR TO 54" A.F.F. W/ 5/8" GYP BD BOTH SIDES - W/ SOLID WOOD CAP AND TRIM STAINED TO MATCH FLOOR W/ 2 COATS OF POLY URETHANE - FRP ON WALL SERVICE SIDE - PRIME AND 2 COATS OF PAINT CUSTOMER SIDE OF WALL
- 4 NEW ELECTRIC FIREPLACE W/ HEARTH AT 18" A.F.F. AND STORAGE BELOW HEARTH FIREPLACE HEIGHT TO MATCH FROM BOTH SIDES
- 5 CARPENTER BUILT BENCHES
- 6 STAIRS - SEE DETAIL
- 7 NEW WAITRESS STATION - SEE DETAIL
- 8 NEW DINING COUNTER
- 9 NEW TOILET ROOM FIXTURES SEE PLUMBING PLAN
- 10 3 5/8" WD STUDS @ 16" O.C. W/INSULATION W/ 5/8" GYP. RM SIDE FROM FLOOR TO (±6") ABOVE CLG GRID. BRACE TO ROOF STRUCTURE @ 4'-0" O.C. NOTE: BRACES TO BE @ 45'.
- 11 NEW WALL PASS THROUGH - STAINLESS STEEL LINED - SEE DETAIL
- 12 NEW 42" TALL WALL
- 13 NEW MOP SINK - SEE PLUMBING DRAWINGS
- 14 NEW HEAVY DUTY SPARTA MOP AND BROOM HOLDER
- 15 CUSTOM BUILT HOSTESS STAND BY CARPENTER
- 16 CUSTOM BUILT DISPLAY CABINETS BY CARPENTER
- 17 NEW WATER SOFTNER



FLOOR PLAN

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



ISSUED	DATE
FOR APPROVAL	
FOR PERMIT	04.22.16
FOR BID	
FOR CONST	

REVISIONS	DATE
1 Client Changes	06.11.16
2	
3	

PROJECT: Abby's Expansion
 11 N 3rd Street
 ST. CHARLES, IL
 CLIENT: F&B, Inc.
 Designer: Geneva, IL

JOB NO. 11-045
 DATE 04/22/16
 FILE 01-41
 PLOT SCALE 1:1

OWNER APPROVAL

SHEET TITLE
 FLOOR PLAN

SHEET NUMBER
A1



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Corridor Improvement Commission Recommendation to Approve a Corridor Improvement Grant for 11 N. 3rd Street
Presenter:	Matthew O'Rourke, Economic Development Division Manager

Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development (6/13/16)		City Council
	Public Hearing		

Estimated Cost:	Not to Exceed \$2,000.00	Budgeted:	YES	X	NO	
-----------------	--------------------------	-----------	-----	---	----	--

If NO, please explain how item will be funded:

Executive Summary:

Terry Grove, owner of the property located 11 N. Third Street, has applied for a Corridor Improvement Grant for landscape improvements around their property. The applicant is proposing to install new plant and shrub landscape features around the entire foundation of their existing property. These improvements will enhance the visual appeal of all four sides of the building, which are all visible from public property.

The Corridor Improvement Commission reviewed the design at their 5/4/2016 meeting and recommended approval of the grant proposal. The total cost of the improvements is \$4,000.00 and the City's share of the total project cost will be a maximum of \$2,000.

Attachments: *(please list)*

Draft Corridor Improvement Agreement.
CIC Resolution 2-2016

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve a Corridor Improvement Grant for 11 N. Third Street (Terry Grove).

For office use only:

Agenda Item Number: 3d

City of St. Charles
CORRIDOR IMPROVEMENT AGREEMENT

11 N. Third Street
Terry Grove (Old St. Charles Building)

THIS AGREEMENT, entered into this 20th day of June, 2016, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated APPLICANT, to wit:

APPLICANT Name: **Terry Grove**

Address of Property to be Improved: **11 N .Third Street**

PIN Number(s): **09-27-361-030**

Property Owner's Name: **Terry Grove**

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, Special Service Tax District SSA-1B, and Specified Gateway corridors of the CITY; and

WHEREAS, Terry Grove, 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) 09-27-361-030 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: \$4,000.00	City's Share @ 50% up to a maximum of \$2,000.00
Total Project Cost: \$4,000.00	City's Share up to a maximum of \$2,000.00

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

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

SECTION 3: Upon completion of the Improvements and upon their final inspection and approval by the Director of Community & Economic Development, or designee, the APPLICANT shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the Improvements as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. In

addition, the APPLICANT shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The CITY shall, within thirty (30) days of receipt of the contractor's statement, proof of payment and lien waivers, the landscape architect's statement, and "before" and "after" pictures of the property, reimburse the APPLICANT for the 50% of the actual construction and materials cost or the maximum amount specified in this Agreement, whichever is less, and for 75% of the landscape designer's fee or the maximum amount specified in this Agreement, whichever is less.

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

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

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

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

SECTION 6: Upon completion of the Improvements pursuant to this Agreement and for a period of five (5) years thereafter, the APPLICANT shall be responsible for properly maintaining such Improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of five (5) years following completion of the construction thereof, the APPLICANT shall not enter into any Agreement or contract or take any other steps to alter, change or remove such Improvements, or the approved design thereof, nor shall APPLICANT undertake any other changes, by contract or otherwise, to the Improvements provided for in this Agreement unless such changes are first approved by the Corridor Improvement Commission. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the Improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement.

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

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

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

SECTION 7: The APPLICANT covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the Corridor

Improvement(s) which are the subject of this Agreement, including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The APPLICANT further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said Corridor improvement(s).

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

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

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

APPLICANT

PROPERTY OWNER
(if different from APPLICANT)

CITY OF ST. CHARLES: _____

Mayor

ATTEST: _____

City Clerk

Applicant contact information:

Phone: _____

Fax: _____

Email: _____

Property Owner's information, if different than applicant:

Phone: _____

Fax: _____

Email: _____

Exhibit I

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

Corridor & Downtown Grants

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

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

Four Season Grants

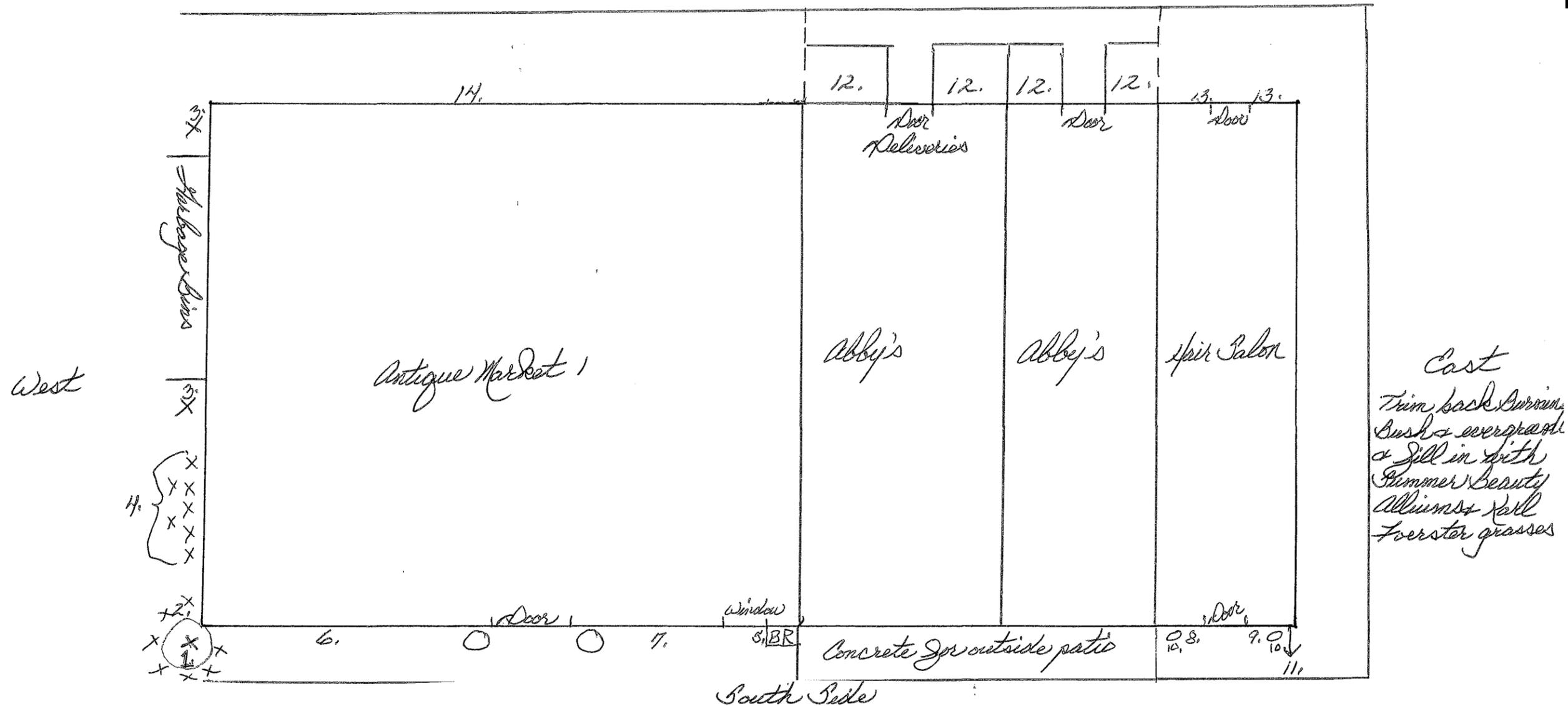
The Corridor Improvement Program does not pay for design services. These grants provide up to \$1,000 for soil, labor, plant materials and mulch.

Exhibit II

Tito Mancera's Landscaping Bid		
AMI/OSC Corridor Improvement Grant Bid From Mancera.xls		
<u>Plant Material</u>	<u>Price per</u>	<u>Total</u>
	<u>Item</u>	<u>for Plantings</u>
	1 Alpine Currant (large)	70.00
	2 Capitata Yew (4')	220.00
	4 Itea Little Henry	50.00
	2 Green Mountain Boxwood (30')	120.00
	12 Karl Foerster Grasses	30.00
	7 Golden Hostas	13.00
	27 Summer Beauty Alliums	12.00
	5 Banana Boat Sedge	12.00
	192 Pachysandra	1.35
	Total	528.35
		2,045.00
<u>Other Landscaping Duties</u>		
	Trimming	70.00
	Plant Removal	350.00
	Boxwood Transplant	120.00
	6 Yds. Premium Mulch	420.00
	Total	960.00

North

Exhibit II



- 1. Existing Dogwood Tree
 - 2. 7 Golden Yostas
 - 3. 2-4' Capitata Fews
 - 4. 7 Summer Beauty Allium
 - 5. 1 lg. Alpine Current
 - 6. Remove overgrown evergreen hedge & replace with 2 of Abby's boxwood
 - 7. Fill in with some Summer Beauty Allium
 - 8. Current boxwood (keep)
 - 9. Move 3 boxwood from Abby's & place here
 - 10. Keep current lg. urns
 - 11. Karl Forester grass (take out old rose bush)
 - 12. 4 planter boxes
 - 13. 2 Green Mountain Boxwood
 - 14. Fill in with Stea Little Yostas, Karl Forester grass, Golden Yostas, Summer Beauty Allium, Banasa, soot sedge & Pachysandra
- BR - Bike Rack
OO - Move 2 large urn from Abby's to Antique Market 1

Exhibit IV
Agreement to Engage in Maintenance for Five Years

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

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

City of St. Charles, Illinois

Corridor Improvement Commission Resolution No. 2-2016

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

(11 N. Third Street – Terry Grove)

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: 11 N. Third Street; and

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

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

Roll Call Vote:

Ayes: English, Schuetz, Kane, Pietryla and Potts

Nays: None

Abstain: None

Absent: Dechene, Hauser

Motion Carried.

PASSED, this 4th day of May, 2016.

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 Final Plat of Subdivision for Metro Storage, 2623 Lincoln Hwy.
Presenter:	Ellen Johnson

Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development – 6/13/16		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 is a 2.6 acre vacant parcel located on Lincoln Hwy/ Rt. 38 west of Meijer.

In January 2016, City Council approved PUD Ordinance No. 2016-Z-3, approving the Metro Storage PUD development, which includes construction of a three-story, 101,000 sf self-storage facility.

A Final Plat of Subdivision has been submitted for approval. The Final Plat is in conformance with the Preliminary Subdivision Plat that was approved with the PUD ordinance.

Staff has a number of relatively minor comments listed in the Staff Report.

Plan Commission Review

The Plan Commission reviewed the application on 5/17/16. The Commission voted 9-0 to recommend approval of the Final Plat of Subdivision.

Attachments: *(please list)*

Plan Commission Resolution, Staff Report, Application for Final of Subdivision, Final Plat, Metro Storage PUD Ordinance

Recommendation / Suggested Action *(briefly explain):*

Plan Commission recommendation to approve a Final Plat of Subdivision for Metro Storage, 2623 Lincoln Hwy., contingent upon resolution of staff comments prior to City Council action.

<i>For office use only:</i>	<i>Agenda Item Number: 3e</i>
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City of St. Charles, Illinois
Plan Commission Resolution No. 5-2016

**A Resolution Recommending Approval of a Final Plat of Subdivision for
Metro Storage PUD (2623 Lincoln Highway)**

Passed by Plan Commission on May 17, 2016

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 Final Plat of Subdivision for Metro Storage PUD (2623 Lincoln Highway) dated April 27, 2016; and

WHEREAS, the Plan Commission finds the Final Plat of Subdivision to be in conformance with the PUD Preliminary Plans approved for Metro Storage PUD by Ordinance 2016-Z-3.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to the City Council approval of the Final Plat of Subdivision for Metro Storage PUD (2623 Lincoln Highway) dated April 27, 2016; contingent upon the resolution of all staff comments prior to City Council action.

Voice Vote:

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

Nays: None

Absent:

Motion Carried 9-0

PASSED, this 17th day of May 2016.

Chairman
St. Charles Plan Commission

Community & Economic Development
 Planning Division

Phone: (630) 377-4443

Fax: (630) 377-4062



ST. CHARLES
 SINCE 1834

Staff Report

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

FROM: Ellen Johnson, Planner

RE: Metro Storage, 2623 Lincoln Hwy. – Final Plat of Subdivision

DATE: June 7, 2016

I. APPLICATION INFORMATION:

Project Name: Metro Storage – 2623 Lincoln Hwy.

Applicant: Metro Storage St. Charles, LLC

Purpose: Final Plat of Subdivision approval

General Information:		
Site Information		
Location	2623 Lincoln Hwy. (Rt. 38) (northwest of Meijer, directly west of MB Financial Bank)	
Acres	2.613 acres	
Applications:	Final Plat of Subdivision	
Applicable City Code Sections	Title 16, Subdivisions and Land Improvement PUD Ordinance 2016-Z-3 (Metro Storage PUD)	
Existing Conditions		
Land Use	Vacant	
Zoning	BR- Regional Business (PUD)	
Zoning Summary		
North	BR- Regional Business (PUD)	Vacant
East	BR- Regional Business (PUD)	MB Financial Bank, Meijer
South	BR- Regional Business (PUD)	Vacant
West	BR- Regional Business (PUD)	Vacant
Comprehensive Plan Designation		
Corridor/Regional Commercial		

Aerial



Zoning



II. OVERVIEW

The subject property is a 2.6 acre vacant parcel located on Lincoln Hwy/ Rt. 38 west of Meijer.

Upon a positive recommendation from the Plan Commission in November 2016, this January City Council approved PUD Ordinance No. 2016-Z-3, “An Ordinance Amending Ordinance No. 1999-Z-11 (Bricher Commons PUD) and Granting Approval of a New Special Use for Planned Unit Development and PUD Preliminary Plan for Metro Storage, 2623 Lincoln Hwy”.

This ordinance approved the Metro Storage PUD development, which includes construction of a three-story, 101,000 sf self-storage facility on a single lot.

III. ANALYSIS

A Final Plat of Subdivision has been submitted for approval. The Final Plat is in conformance with the Preliminary Subdivision Plat that was approved with the PUD ordinance.

Staff has a number of relatively minor comments that will need to be addressed prior to City Council action:

1. A stormwater detention easement needs to be drawn over the detention area and the easement language provided in Appendix B to Title 16 must be added to the plat.
2. The 10 ft. easement along the north property line is not needed because a 30 ft. utility easement per document 2000K023173 has already been granted to the City.
3. The two concrete monuments called out need to note “Per City standards”.
4. St. Charles should be added to the legal description under the subdivision name.
5. The Owner’s Certificate should be revised to read exactly as in Appendix B of Title 16.
6. In the Public Utility and Drainage Easement Provisions, the following changes should be made to the text to allow the trees to be planted along the property lines per the approved landscape plan:
“No permanent buildings, ~~trees, gardens, shrubs, or berms~~ shall be placed on or in said easements, but the easement areas may be used for paving, fences, sidewalks, trees, and other purposes that do not interfere with the aforesaid uses and rights.

Final Engineering plans are currently under review by staff.

IV. PLAN COMMISSION RECOMMENDATION

The Plan Commission reviewed the Final Plat of Subdivision and recommended approval, subject to resolution of staff comments prior to City Council action on 5/17/16.

V. ATTACHMENTS

- Application for Final Plat, received 4/29/16
- PUD Ordinance 2016-Z-3

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:	<u>Metro Storage - 2623 Lincoln Hwy.</u>
Project Number:	<u>2015 -PR- 024</u>
Application Number:	<u>2016 -AP- 010</u>



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:	<u>2623 LINCOLN HWY.</u>	
	Parcel Number (s):	<u>09-32-400-030-0000</u>	
	Proposed Subdivision Name:	<u>METRO STORAGE ST CHARLES SUBDIVISION</u>	
2. Applicant Information:	Name	<u>ROBERT HEILMAN AS AGENT OF OWNER</u>	Phone <u>847.235.8931</u>
	Address <u>13528 W. BOULTON BLVD. LAKE FOREST IL 60045</u>		Fax <u>847.235.8902</u>
			Email <u>RHEILMAN@METROSTORAGE.COM</u>
3. Record Owner Information:	Name	<u>METRO STORAGE ST CHARLES LLC</u>	Phone <u>847 235 8911</u>
	Address <u>13528 W. BOULTON BLVD. LAKE FOREST IL 60045</u>		Fax <u>847 235 8902</u>
			Email <u>Mgallagher@METROSTORAGE.COM</u>

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:

N/A

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:

SEE ATTACHED TAX BILL

- 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

- Illinois EPA Division of Public Water Supplies Permit for water mains
- Notice of Intent (NOI) letter/permit for NPDES Stormwater Discharge for sites 5 acres and larger
- IDNR Office of Water Resources Permit (for work in flood plain)
- Wetlands Permit from Army Corps of Engineers
- Kane County DOT and/or IDOT signature on Final Plat (if applicable)
- Offsite easements and right of way necessary to construct the required Land Improvements

N/A

PARK AND SCHOOL LAND/CASH WORKSHEETS: 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.

N/A

INCLUSIONARY HOUSING SUMMARY: For residential developments, submit information describing how the development will comply with the requirements of Title 19, "Inclusionary Housing" of the St. Charles Municipal Code.

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.


Martin J Gullaghan
President 4/26/16
 Record Owner Metro Storage St Charles LLC Date


UPOR DEVELOPMENT 4/26/16
 Applicant or Authorized Agent Date

City of St. Charles, Illinois

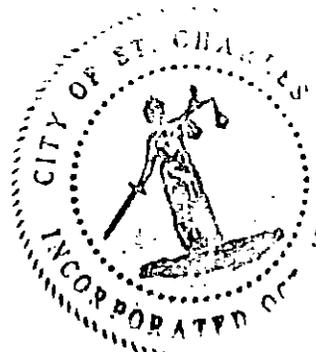
Ordinance No. 2016-Z-3

**Motion to approve an Ordinance Amending Ordinance
No. 1999-Z-11 (Bricher Commons PUD) and Granting
Approval of a New Special Use for Planned Unit
Development and PUD Preliminary Plan for Metro
Storage, 2623 Lincoln Hwy.**

**Adopted by the
City Council
of the
City of St. Charles
January 19, 2016**

**Published in pamphlet form by
authority of the City Council
of the City of St. Charles,
Kane and Du Page Counties,
Illinois, January 25, 2016**

Nancy Garrison
City Clerk



(SEAL)

JCS

**City of St. Charles, Illinois
Ordinance No. 2016-Z-3**

**An Ordinance Amending Ordinance No. 1999-Z-11 (Bricher Commons PUD)
and Granting Approval of a New Special Use for Planned Unit Development
and PUD Preliminary Plan for Metro Storage, 2623 Lincoln Hwy.**

WHEREAS, on or about October 22, 2015, Robert Heilman, representing Metro Storage, LLC, (the "Applicant"), filed a petition to establish a new Special Use for Planned Unit Development for the real estate commonly known as 2623 Lincoln Highway (IL Route 38) and described in Exhibit "A"; said Exhibit being attached hereto and made a part hereof, (the "Subject Property"); and,

WHEREAS, on or about August 2, 1999, the City Council passed and approved Ordinance No. 1999-Z-11 "An Ordinance Granting a Special Use as a Planned Unit Development (Bricher Commons PUD)" which ordinance approved a planned unit development named Bricher Commons PUD, of which the Subject Property is a part; and,

WHEREAS, from and after the date of passage and approval of this Ordinance, Ordinance No. 1999-Z-11 shall be null, void and of no further force or effect with respect to the Subject Property; and,

WHEREAS, on or about October 22, 2015, the Applicant also filed a petition for PUD Preliminary Plan for the Subject Property; and,

WHEREAS, Notice of Public Hearing on said petition for Special Use for Planned Unit Development was published on or about October 30, 2015 in a newspaper having general circulation within the City, to-wit, the Kane County Chronicle newspaper, as required by the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, pursuant to said Notice, the Plan Commission conducted a public hearing on or about November 17, 2015 on said petition in accordance with the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, at said Public Hearing, the Applicant presented testimony in support of said petition and all interested parties had an opportunity to be heard; and,

WHEREAS, the Plan Commission recommended approval of said Special Use for Planned Unit Development and PUD Preliminary Plan petitions on or about November 17, 2015; and,

WHEREAS, the Planning & Development Committee of the City Council recommended approval of said Special Use for Planned Unit Development and PUD Preliminary Plan petitions on or about December 14, 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 a Special Use for Planned Unit Development pursuant to the provisions of Title 17 of the St. Charles Municipal Code, as amended, and based upon the Applicant's petitions and the evidence presented at the Public Hearing, the City Council hereby finds that the Special Use for Planned Unit Development is in the public interest and adopts the Criteria for Planned Unit Developments, set forth on Exhibit "B", which is attached hereto and incorporated herein.

3. That Special Use for Planned Unit Development heretofore granted with respect to the Subject Property by Ordinance No. 1999-Z-11 "An Ordinance Granting a Special Use as a Planned Unit Development (Bricher Commons PUD)" which ordinance approved a planned unit development, shall be null, void and of no further force or effect with respect to the Subject Property.

4. That passage of this Ordinance shall constitute approval of the PUD Preliminary Plan, incorporated herein as Exhibit "C", 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:

- Preliminary Engineering Plan; Bono Consulting, Inc., dated 9/2/2015
- Site Plan; Sullivan Goulette & Wilson, dated 1/17/2015
- Floor Plans; Sullivan Goulette & Wilson, dated 11/11/2015
- Landscape Plan; Wolff Landscape Architecture, dated 1/17/2016
- Architectural Elevations; Sullivan Goulette & Wilson, dated 11/23/2015
- Photometric Plan; Cartland & Kraus Engineering, LTD, not dated
- Sign Plan; Adams Electric Signs, dated 12/29/2015
- Preliminary Plat of Subdivision; Edward J. Molloy & Associates, LTD, dated 9/29/2015

5. The Subject Property shall be developed only in accordance with all ordinances of the City as now in effect and as hereafter amended (except as specifically varied herein), and subject to the terms, conditions and restrictions set forth herein, as follows:

- a. The Subject Property shall be subject to the requirements of the BR Regional Business Zoning District, as amended, and all other applicable requirements of the St. Charles Zoning Ordinance, as amended, except as specifically varied in the "PUD Deviations" attached hereto and incorporated herein as Exhibit "D".

- b. There shall be no outside storage on the Subject Property.
- c. Landscaping shall be provided along the west and south property lines as depicted on the PUD Preliminary Plan.
- d. Prior to the issuance of a building permit for the Subject Property, a Final Plat of Subdivision shall be submitted to the City for approval and shall be recorded, and said Final Plat shall provide a 60 ft. wide cross-access easement along the entire south property line of the subject property.
- e. Development of the lot shall include a 30 ft. wide paved access drive extending from the east to west property line of subject property, as depicted on the PUD Preliminary Plan.
- f. The properties adjacent to the south and west lines of the Subject Property shall not be subjected to any recapture for the roadway improvements installed on the Subject Property.
- g. A sidewalk shall be provided along Illinois Route 38 for the entire frontage of the subject property, subject to the review and approval of the Illinois Department of Transportation.

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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 19th day of January, 2016.

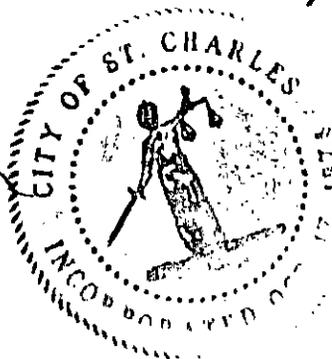
PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 19th day of January, 2016.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 19th day of January, 2016.


Raymond P. Rogina, Mayor

Attest:


Nancy Garrison, City Clerk



Vote:

Ayes: 8

Nays: 0

Absent: 0

Abstain: 1

Date: _____

APPROVED AS TO FORM:

City Attorney

DATE: _____

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 32, SAID CORNER ALSO BEING THE FIRST SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO FIRSTAR BANK OF GENEVA, SUCCESSOR TRUSTEE TO THE FIRST NATIONAL BANK OF GENEVA, AS TRUST NO. 2640 AS RECORDED IN DOCUMENT NO. 1884216, THENCE NORTH 00 DEGREES, 13 MINUTES, 06 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION OF SAID FIRSTAR TRUST LAND 1068.42 FEET TO THE NORTHWEST CORNER OF SAID FIRSTAR TRUST LAND, THENCE CONTINUING NORTH 00 DEGREES, 13 MINUTES, 06 SECONDS WEST ALONG SAID WEST LINE 993.28 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 38 (F.A. ROUTE 7) AS RECORDED IN DOCUMENT NO. 1032211; THENCE NORTH 87 DEGREES, 04 MINUTES, 03 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE 507.84 FEET TO A POINT OF A CURVATURE, THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3448.02 FEET, CHORD BEARING NORTH 89 DEGREES, 54 MINUTES, 58 SECONDS EAST, 342.87 FEET FOR A POINT OF BEGINNING, THENCE SOUTH 00 DEGREES, 13 MINUTES, 06 SECONDS EAST, 373.92 FEET, THENCE NORTH 88 DEGREES, 26 MINUTES, 35 SECONDS EAST, 291.38 FEET, THENCE NORTH 09 DEGREES, 09 MINUTES, 18 SECONDS EAST, 336.08 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROUTE 38, THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE, ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 3448.02 FEET 347.99 FEET SAID ARC HAVING A DELTA ANGLE OF 05 DEGREES, 46 MINUTES, 57 SECONDS TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

EXHIBIT "B"

CRITERIA FOR PLANNED UNIT DEVELOPMENTS

- i. **The proposed PUD advances one or more of the purposes of the Planned Unit Development procedure stated in Section 17.04.400.A:**
- 1. To promote a creative approach to site improvements and building design that results in a distinctive, attractive development that has a strong sense of place, yet becomes an integral part of the community.**
 - 2. To create places oriented to the pedestrian that promote physical activity and social interaction, including but not limited to walkable neighborhoods, usable open space and recreational facilities for the enjoyment of all.**
 - 3. To encourage a harmonious mix of land uses and a variety of housing types and prices.**
 - 4. To preserve native vegetation, topographic and geological features, and environmentally sensitive areas.**
 - 5. To promote the economical development and efficient use of land, utilities, street improvements, drainage facilities, structures and other facilities.**
 - 6. To encourage redevelopment of sites containing obsolete or inappropriate buildings or uses.**
 - 7. To encourage a collaborative process among developers, neighboring property owners and residents, governmental bodies and the community.**

Applicant proposes to develop the Lot with an approximately 101,232 square foot, 3-story, 783-unit self-storage facility and a storm water detention basin located on the west side of the Subject Property.

The proposed building will contain approximately 783 climate controlled storage units. Floors two and three will be accessed by two elevators adjacent to the two loading bays. Loading and unloading for the interior storage units will take place in the interior bays on the east and south sides of the building. The larger storage units located at the perimeter of the ground level will be accessed from their individual overhead access doors. The building's office will be conveniently located at the northeast corner of the building. The exterior of the building will be a complimentary palette of architectural masonry units, anodized aluminum and glass window units, and architectural metal panel systems.

Applicant has designed and located the building within a perimeter drive aisle. This site layout and building configuration provides efficient vehicle movement around the building and vehicle access to the ground-level loading bays and storage unit doors on each side of the building. Customers will have sufficient room to maneuver their car or small truck to the bays and doors. Emergency vehicles will have sufficient room to have access to all sides of the building. The drive aisle width permits vehicle movement around parked cars or small trucks that are loading or unloading at a ground floor storage unit.

Applicant will provide an extension of the perimeter road to the southwest corner of the Subject Property for future roadway connection to the properties to the west. Cross access

ingress and egress easements already exist along the southerly 30' of the Subject Property. The facility will be self-service: customers will drive their vehicle into the loading bay area, close the overhead door, and load or unload their belongings onto carts for transport of their goods and materials to their storage locker. New customers would park adjacent to the office and lease a unit. After leasing a unit, new customers would move their vehicle to one of the loading bays to unload their belongings.

Twelve parking spaces are located conveniently near the office. Applicant's experience operating comparably sized facilities in comparable suburban markets indicates that 12 parking spaces is more than sufficient to meet the parking needs of customers and employees. Applicant's comparable facilities experience approximately 4.5 vehicle trips per hour during peak times.

The western perimeter of the site will be a storm water detention basin. Landscaping will be installed along the site perimeter to establish a pleasing buffer in a natural arrangement. Building foundation landscaping is provided along the south elevation only, due to the number and location of storage unit exterior doors along the other three facades of the building.

- ii. **The proposed PUD and PUD Preliminary Plans conform to the requirements of the underlying zoning district or districts in which the PUD is located and to the applicable Design Review Standards contained in Chapter 17.06, except where:**
 - A. **Conforming to the requirements would inhibit creative design that serves community goals, or**
 - B. **Conforming to the requirements would be impractical and the proposed PUD will provide benefits that outweigh those that would have been realized by conforming to the applicable requirements.**

Factors listed in Section 17:04.400.B shall be used to justify the relief from requirements:

- 1. The PUD will provide community amenities beyond those required by ordinance, such as recreational facilities, public plazas, gardens, public art, pedestrian and transit facilities.**
- 2. The PUD will preserve open space, natural beauty and critical environmental areas in excess of what is required by ordinance or other regulation.**
- 3. The PUD will provide superior landscaping, buffering or screening.**
- 4. The buildings within the PUD offer high quality architectural design.**
- 5. The PUD provides for energy efficient building and site design.**
- 6. The PUD provides for the use of innovative stormwater management techniques.**
- 7. The PUD provides accessible dwelling units in numbers or with features beyond what is required by the Americans with Disabilities Act (ADA) or other applicable codes.**

- 8. The PUD provides affordable dwelling units in conformance with, or in excess of, City policies and ordinances.**
- 9. The PUD preserves historic buildings, sites or neighborhoods.**

Applicant request the following "departures" or "relief" from the requirement that Applicant's PUD conform to the zoning and subdivision ordinances of the City of St. Charles:

- 1) Departure for Building Height.** Applicant requests relief from Section 17.14.030 and Table 17.14-2 of the Municipal Code of the City of St. Charles. Table 17.14-2 states that the maximum building height in the BR zoning district is 40 ft. Applicant's proposed building is 40 ft. at the top of the roof, but the highest point of the parapet is approximately 47'-2". The varying height of the parapet is an element of the architectural façade articulation. The parapet is designed to add visual interest to the building and to conceal roof-top service equipment. The additional building height allows Applicant to provide sufficient floor height on the ground floor to accommodate the loading bays.
- 2) Departure for Building Foundation Landscaping.** Applicant requests relief from Section 17.26.080 of the Municipal Code of the City of St. Charles. Pursuant to Section 17.26.080, the minimum width of planting beds for building foundation landscaping shall be eight feet (8') measured perpendicular to the building. Applicant proposes to eliminate the required 8' strip of building foundation landscaping.

Applicant proposes to eliminate the requirement of foundation landscaping entirely on the north, east and west elevations due to (i) the presence of loading bays and overhead access doors for ground-floor storage units and (ii) the vehicle access driveway around the perimeter of the building. Perimeter site circulation and direct access to ground-level storage units is essential to business operations and customer needs.

Applicant proposes planting beds and trees along the south building foundation where there are no planned storage unit overhead access doors on either side of the loading bay. The landscape plan provides screening from the public roads and private drives. Landscape planting beds for trees and shrubs will be provided along the north and east perimeter of the Subject Property. Trees will be provided along the south property line to separate the building and southerly roadway from future development on the adjacent properties to the south.

- 3) Departure for Off-Street Parking.** Applicant requests relief from Section 17.24.140 and Table 17.24-3 of the Municipal Code of the City of St. Charles. Pursuant to Table 17.24-3, a Mini-Warehouse use requires one (1) off-street parking space for every ten (10) storage units.

Applicant proposes approximately 783 storage units and 12 off-street parking spaces (eleven plus one handicap accessible parking space) located near the office area at the northeast corner of the building. Applicant operates over 85 locations in the Chicago

metro area and nationally and its experience with facilities of this size in comparable market areas indicates the proposed 12 parking spaces will provide more than sufficient parking for customers and employees. On average, there will be approximately 1.5 staff person on site per day. The average number of customer trip generations for a self-storage facility of this size is approximately 4.5 vehicle trips per hour. Applicant has provided adequate parking and loading to meet its anticipated customer demand, and by limiting the parking area to 12 parking spaces has avoided making the parking area a prominent feature of the facility.

- 4) **Departure for Articulation of Building Facade.** Applicant requests relief from Sections 17.06.030.A.1 and 17.06.30.A.2 of the Municipal Code of the City of St. Charles. The facade articulation for the proposed self-storage facility does not incorporate wall projections or recesses a minimum of three feet in depth over 20% of the facade. Additionally, less than 50% of the facade of the building is comprised of architectural features such as doors, windows, awning or entryways. Although these building facade articulation standards are not met, the building does provide extensive architectural articulation on all facades through the use of a complimentary palette of architectural masonry units, anodized aluminum and glass window units, and architectural metal panel systems. The building design includes features that add identity and architectural interest, including belt courses of varying materials, textures and colors. This articulation reduces the apparent bulk of the building and identifies the main entry and sales areas.
- 5) **Additional Departures.** Applicant requests all additional departures or relief as may be subsequently identified as necessary to comport Applicant's site plan, elevations, engineering drawings, plat of subdivision and other submission materials and specifications to all applicable codes and ordinances of the City of St. Charles.

iii. **The proposed PUD conforms with the standards applicable to Special uses (section 17.04.330.C.0):**

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

The public convenience will be served by the easily accessible, modern and secure self-storage facility.

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

Adequate electric, water and sanitary sewer utilities exist to service the low-impact self-storage facility. Adequate access and access rights exist from Lincoln Highway and the adjacent private drive. Applicant's stormwater drainage facilities will adhere to applicable codes and ordinances.

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

Applicants proposed Planned Unit Development would remove the subject property from the Bricher Commons PUD established in 1999. The subject property has remained undeveloped. The proposed PUD will not be injurious to the surrounding community and will encourage further property and economic development of the remaining undeveloped portions of the Bricher Commons PUD.

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

The proposed development is consistent with the underlying BR zoning district and with the City's 2013 Comprehensive Plan designation of the subject property as appropriate for "Corridor/Regional Commercial" development. The proposed development is consistent with the existing commercial development within the Bricher Commons PUD. The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding properties.

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

Applicant's proposed PUD will not endanger the health, welfare, or safety of the surrounding area given that Applicant's proposed mini-warehouse use is consistent with, and permissible in, the underlying BR zoning district and will provide a benefit to the surrounding community.

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

Applicant will adhere to all applicable codes and regulations except as may be varied pursuant to a Special Use for PUD.

- iv. The proposed PUD will be beneficial to the physical development, diversity, tax base and economic well-being of the City.**

Applicant is developing an undeveloped portion of an existing PUD established in 1999. The new PUD will provide a modern, Class "A" 3 story mini-warehouse self-storage facility to provide accessible and secure storage options for the surrounding communities.

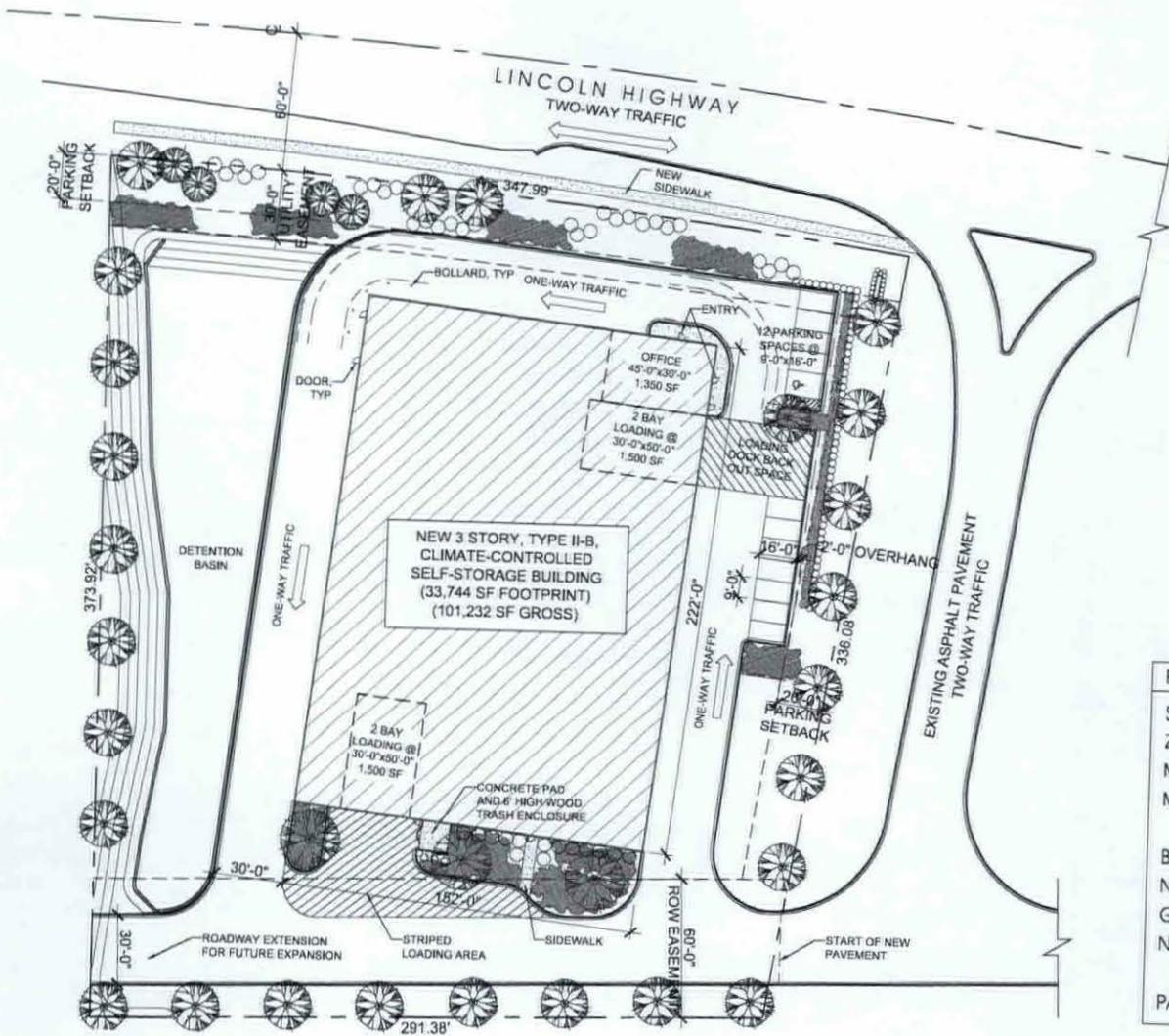
This new development will increase tax revenue for the City of St. Charles and will encourage further economic development in the vicinity.

v. The proposed PUD conforms to the purposes and intent of the Comprehensive Plan.

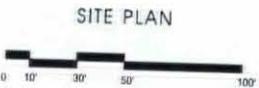
The City's 2013 Comprehensive Plan designates the subject property within the "Corridor/Regional Commercial" land use category. Pursuant to the Comprehensive Plan, areas designated as Corridor/Regional Commercial are intended to accommodate developments that serve a regional function, drawing on a customer base that extends beyond the City limits. Commercial service uses can have an appropriate place in corridor/regional commercial areas when they are compatible with adjacent and nearby retail and commercial shopping areas and where they are located as to not occupy prime retail locations. The self-storage facility has a regional service function as it will provide a much-needed service for the surrounding communities. The subject property is only a small 2.6 acre portion of the much larger undeveloped Bricher Commons commercial PUD.

EXHIBIT "C"

**PUD PRELIMINARY PLAN
(17 pages)**



PROJECT DATA	
SITE AREA:	113,823 SF
ZONING:	BR
MAX BLDG COV.:	30%
MAX FOOTPRINT:	34,147 SF
BUILDING FOOTPRINT:	33,744 SF
NUMBER OF STORIES:	3 STORIES
GROSS AREA:	101,232 SF
NET STORAGE @ 72%:	72,450 SF
PARKING PROVIDED:	12 SPACES

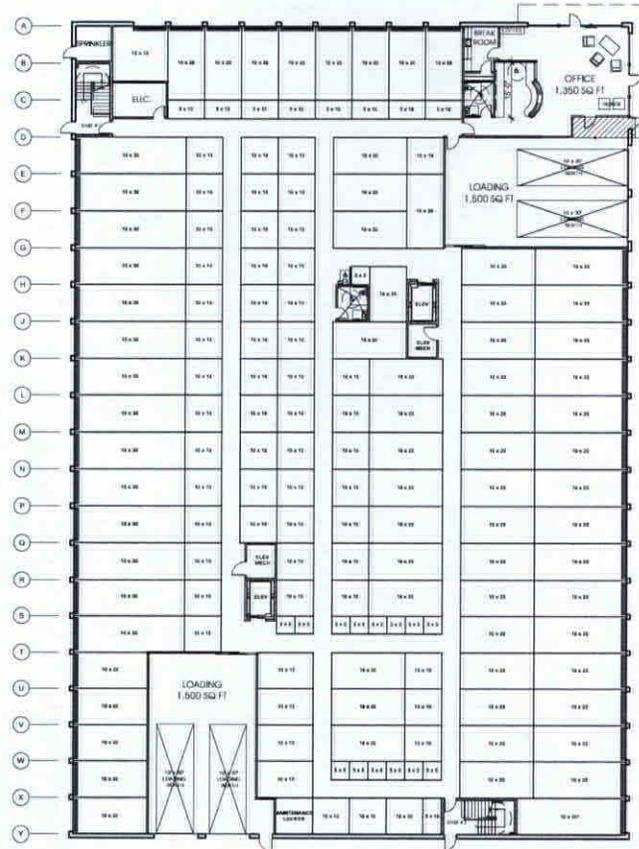


2623 LINCOLN HIGHWAY
ST. CHARLES, ILLINOIS

METRO STORAGE
OWNER

JANUARY 17, 2015

**SULLIVAN
GOULETTE
& WILSON**
ARCHITECTS



FIRST FLOOR PLAN

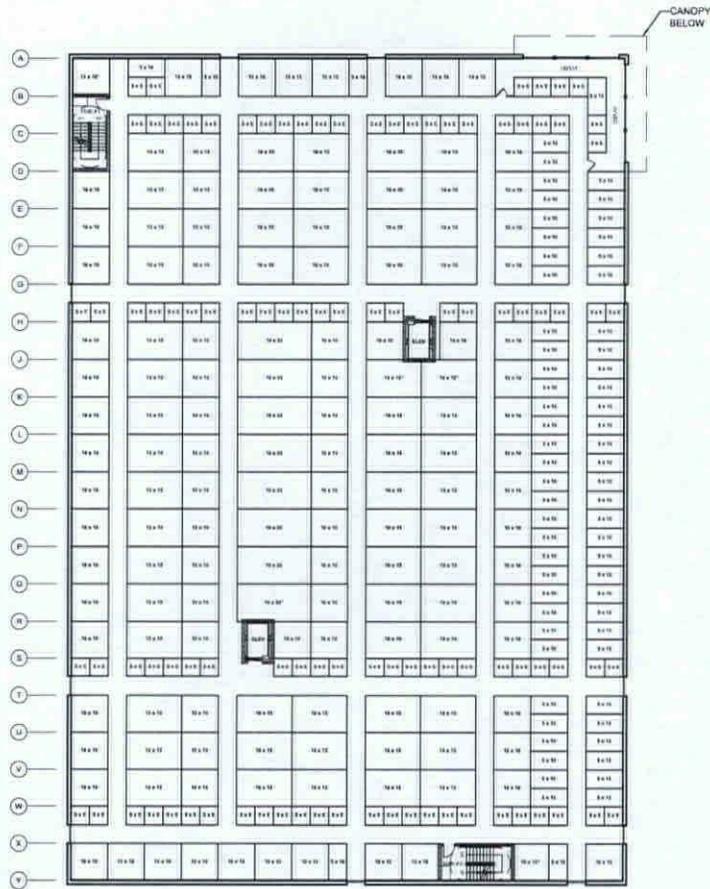


2623 LINCOLN HIGHWAY
ST. CHARLES, ILLINOIS

METRO STORAGE
OWNER

NOVEMBER 11, 2015

**SULLIVAN
GOULETTE
& WILSON**
ARCHITECTS
CORPORATION, 1001 W. WASHINGTON, ST. LOUIS, MO 63101



SECOND FLOOR PLAN



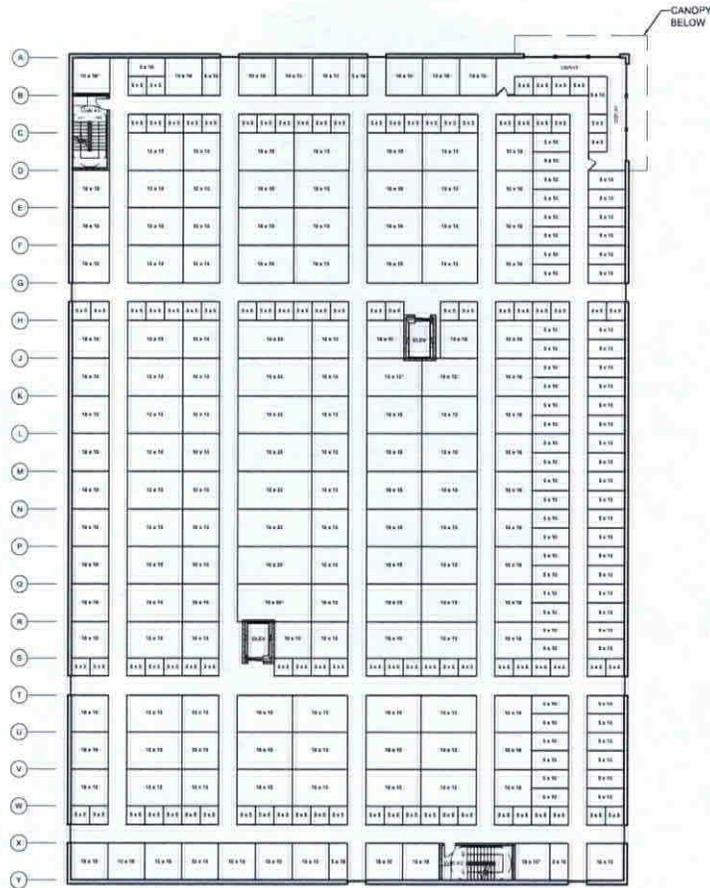
METRO STORAGE
OWNER

NOVEMBER 11, 2015

2623 LINCOLN HIGHWAY
ST. CHARLES, ILLINOIS

**SULLIVAN
GOULETTE
& WILSON**
ARCHITECTS

COURTESY: ECKHART, SULLIVAN, ROBERTS, WILSON, LLP



METRO STORAGE
OWNER

NOVEMBER 11, 2015

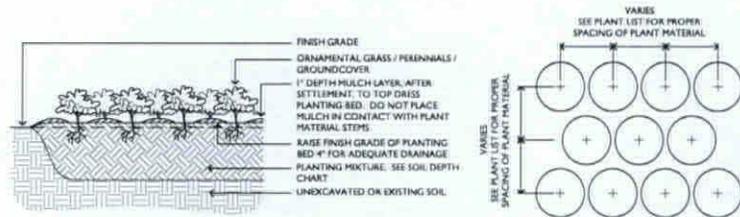
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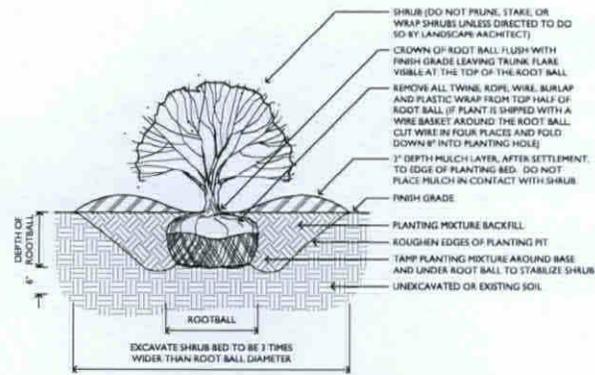
CODE	BOTANICAL NAME	COMMON NAME	QTY	CAL	HT	SPRD	ROOT	REMARKS
CT5	GLISETTIA TRICANTHOS VAR. INERMIS 'SKYLINE'	SKYLINE HONEYLOCUST	7	3"	7'	-	8B8	SINGLE STRAIGHT TRUNK, SPECIMEN QUALITY
QB	QUERCUS BICOLOR	SWAMP WHITE OAK	7	3"	7'	-	8B8	SINGLE STRAIGHT TRUNK, SPECIMEN QUALITY; SPRING DIG ONLY
SK	SYRINGA RETICULATA	JAPANESE TREE LILAC	3	3"	7'	-	8B8	SINGLE STRAIGHT TRUNK, SPECIMEN QUALITY
CO	CELTIS OCCIDENTALIS	COMMON HACKBERRY	4	3"	7'	-	8B8	SINGLE STRAIGHT TRUNK, SPECIMEN QUALITY
CP	CRATAEGUS PHAENOPYRUM	WASHINGTON HAWTHORN	4	3"	7'	-	8B8	SINGLE STRAIGHT TRUNK, SPECIMEN QUALITY
PN	PINUS NIGRA	ALABAMIAN PINE	8	3"	8'	-	8B8	SINGLE STRAIGHT TRUNK, SPECIMEN QUALITY
JCG	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	30		30"	-	85	3'-6" ON CENTER
HA	HYDRANGEA ARBORESCENS 'ANNABELLE'	ANNABELLE SMOOTH HYDRANGEA	13		36"	-	85	4'-0" ON CENTER
RAGL	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SLPAC	10		30"	34"	CONT.	SEE PLANS FOR SPACING
CSI	CORNUS SERICEA 'SANTI'	SANTI REDOSMID DOGWOOD	9		36"	-	85	SEE PLANS FOR SPACING
POS	PHYSOCARPUS OPULIFOLIUS 'SEWARD'	SUMMER WINE 'NINEBARK'	14		36"	-	85	SEE PLANS FOR SPACING
PVS	PANICUM VIRGATUM 'SHENANDOAH'	SHENANDOAH SWITCH GRASS	294		24"	-	81	2'-0" ON CENTER
SJP	SPIRAEA JAPONICA 'LITTLE PRINCESS'	LITTLE PRINCESS JAPANESE SPIREA	32		30"	18"	81	3'-0" ON CENTER
SPK	SYRINGA PAULI 'MISS KIPP'	MISS KIPP MANCHURIAN LILAC	14		36"	36"	8B8	4'-0" ON CENTER
THD	TAXUS X MEDIA 'DENSIFORMIS'	DENSE YEW	8		36"	36"	8B8	4'-0" ON CENTER
H8PP	HEMEROCALLIS MIX	DAY LILY MIX (20% OF 5 SPECIES)	-		81		81	1'-6" ON CENTER
NF	NEREJA X FAASSENII	CATPANT	-		81		81	2'-0" ON CENTER
ACP	ASTILBE CHINENSIS 'PUMILA'	PUMILA CHINESE DWARF ASTILBE	-		81		81	1'-6" ON CENTER
H8E	HOSTA 'ROYAL STANDARD'	ROYAL STANDARD HOSTA	-		81		81	2'-0" ON CENTER
LD	LEUCORHIZA DENTATA	BIG LEAF LIGULARIA	-		83		83	2'-0" ON CENTER
8FC	ELIONYPHUS FOULONII 'COLORATUS'	PURPLE LEAF WINTERCREEPER	-		87		87	1'-0" ON CENTER
PTE	PACHYSANDBA TERMINALIS	JAPANESE SPURGE	-		Q7		Q7	1'-0" ON CENTER
PQ	PARTHENOCISSUS QUINQUEFOLIA	VIRGINIA CREEPER	-		83		83	SEE PLAN FOR SPACING

SAMPLE PLANT LIST

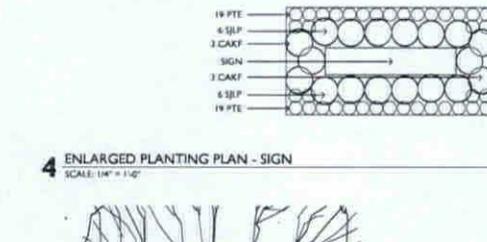
NOTE: QUANTITIES ON THE PLANT LIST ARE PROVIDED FOR INFORMATION ONLY. PLANT QUANTITIES UNDER THE CONTRACT ARE INDICATED ON THE PLANS IN THE EVENT OF ANY DISCREPANCIES, THE CONTRACT SHALL BE BASED ON THE QUANTITIES SHOWN ON THE PLANS.



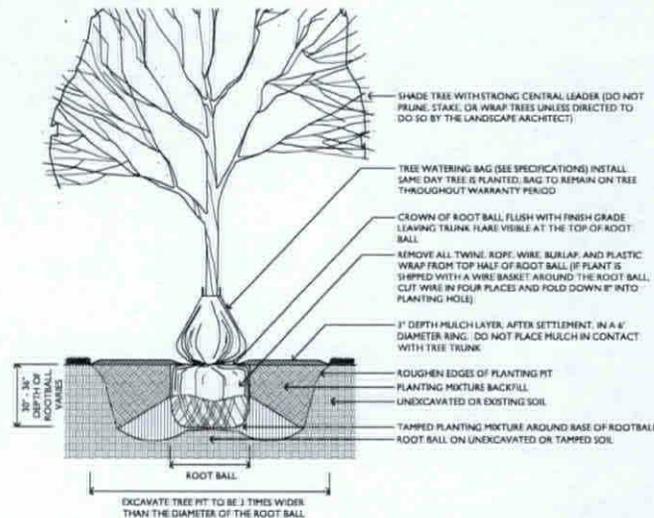
2 PERENNIAL, ORNAMENTAL GRASS, AND GROUNDCOVER INSTALLATION
SCALE: 1" = 1'-0"



3 SHRUB INSTALLATION
SCALE: 1" = 1'-0"



4 ENLARGED PLANTING PLAN - SIGN
SCALE: 1/8" = 1'-0"



5 SHADE TREE INSTALLATION
SCALE: 1/2" = 1'-0"

- THE PLANT LIST IS PROVIDED FOR INFORMATION ONLY. PLANT QUANTITIES UNDER THE CONTRACT ARE INDICATED ON THE PLANS IN THE EVENT OF ANY DISCREPANCIES, THE CONTRACT SHALL BE BASED ON THE QUANTITIES SHOWN ON THE PLANS.
- CONTRACTOR MUST REPAIR ALL SIDEWALKS, CURBS AND GUTTERS AND ADJUST TO THEIR ORIGINAL FORM IF DAMAGE OCCURS DURING CONSTRUCTION.
- CONTRACTOR TO PROVIDE TEST OF EXISTING AND IMPORTED SOILS.
- ALL SOILS MUST BE AMENDED TO MEET THE FOLLOWING REQUIREMENTS:
 - 4-15% - SILT
 - 8-25% - CLAY
 - 15-15% - SAND
 - 3-5% - ORGANIC CONTENT
 - pH BETWEEN 6.0 - 7.0
- CONTRACTOR TO PROVIDE A PLAN OF TYPES AND EXTENT OF SOIL MODIFICATION.
- CONTRACTOR TO PROVIDE SOIL RECOGNITION TESTS.
- CONTRACTOR TO PROVIDE MECHANICAL SUBSURFACE DAMAGE AS REQUIRED IN ACCORDANCE WITH FOUR RECOGNITION RATES.
- ALL EXISTING PARKWAY TREES TO BE PRUNED TO MEET NATIONAL ARBORESTRIC ASSOCIATION (NAA) CLASS A STANDARDS.
- ALL TREES TO BE BRANCHED A MINIMUM OF 7'-0" HEIGHT FROM GRADE.
- ALL EXISTING SOIL PARKWAYS TO BE RE-SOILED AS REQUIRED.
- RE-PLANT ALL EXISTING PARKWAY TREES.
- SHRUBBED HARDWOOD MULCH MUST BE USED FOR ALL PLANTING BEDS.

LANDSCAPE ARCHITECTURE
URBAN DESIGN

WOLFF LANDSCAPE ARCHITECTURE

1100 WEST 10TH AVENUE
SUITE 200
DENVER, CO 80202
TEL: 303.733.1111
WWW.WOLFFLANDSCAPE.COM

**SULLIVAN
GUILLET
& WILSON**

DESIGN REVIEW	1/22/2015	
PERMIT REVIEW	1/22/2015	
ISSUE FOR REVIEW	01/22/2015	
ISSUE FOR REVIEW	01/22/2015	
DATE	DESCRIPTION	DATE
1/22/2015	ISSUE FOR REVIEW	1/22/2015

**METRO
SELF-STORAGE
ST. CHARLES**

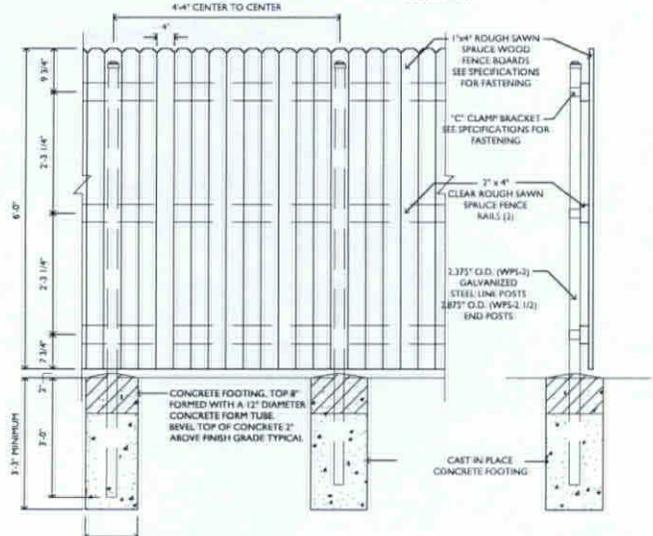
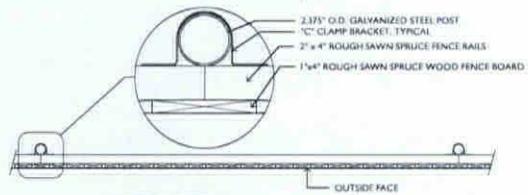
SGW
211 LINCOLN HIGHWAY
ST. CHARLES, MISSOURI 63305

DRAWN BY: EIC
REVIEWED BY: HC
DATE: 1/22/2015
SCALE: 1/8" = 1'-0"
PROJECT NUMBER: 1071

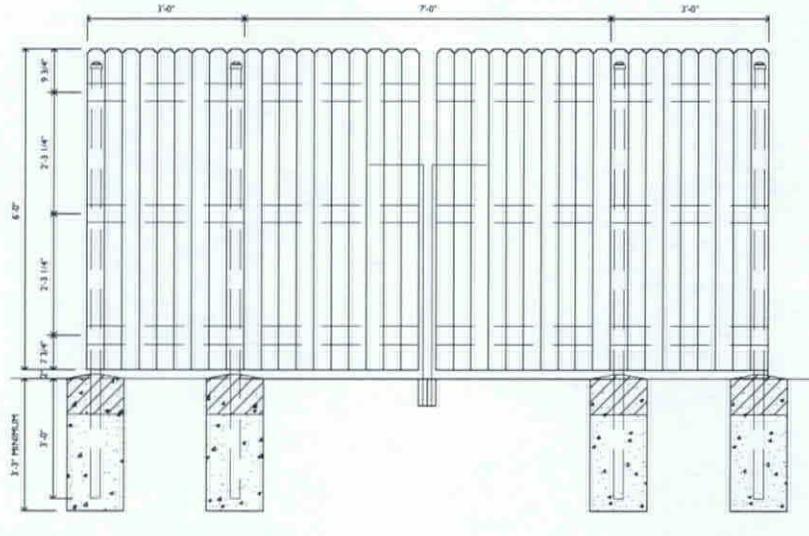
**PLANT LIST
& DETAILS**

L-2

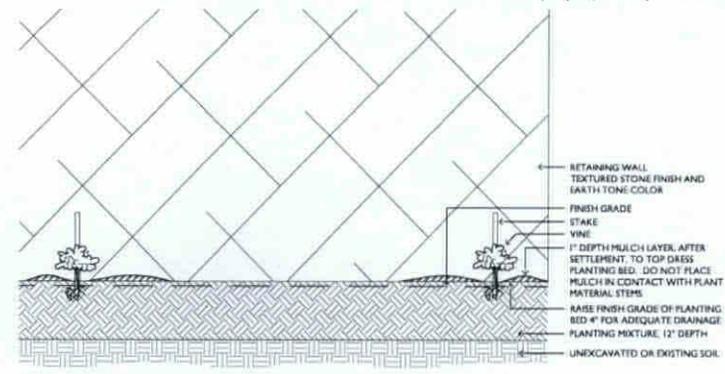
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1 TRASH ENCLOSURE DETAILS
SCALE: 1" = 1'-0"



2 TRASH ENCLOSURE GATE DETAIL
SCALE: 1" = 1'-0"



3 VINE PLANTING DETAIL
SCALE: 1" = 1'-0"

LANDSCAPE ARCHITECTURE
 JERAM DESIGN
WOLFF LANDSCAPE ARCHITECTURE
 1117 WEST 101 STREET, SUITE 100
 WEST LAKE, OHIO 44142
 (216) 885-1234
 WWW.WOLFFLANDSCAPE.COM



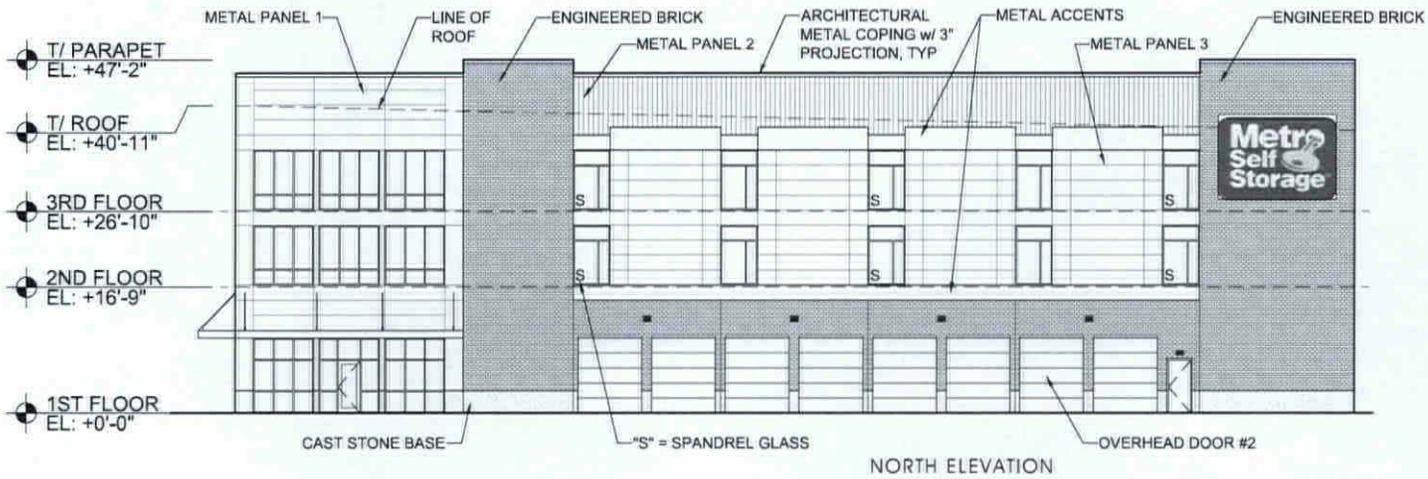
NO.	DESCRIPTION	DATE
1	ISSUE FOR REVIEW	11/16/2015
2	ISSUE FOR REVIEW	11/16/2015
3	ISSUE FOR REVIEW	11/16/2015

**METRO
 SELF-STORAGE
 ST. CHARLES**
 SGW
 3423 LINCOLN HIGHWAY
 ST. CHARLES, MISSOURI 63105

DRAWN BY:	TC
REVIEWED BY:	HC
DATE:	11/16/2015
SCALE:	AS NOTED
PROJECT NUMBER:	11671

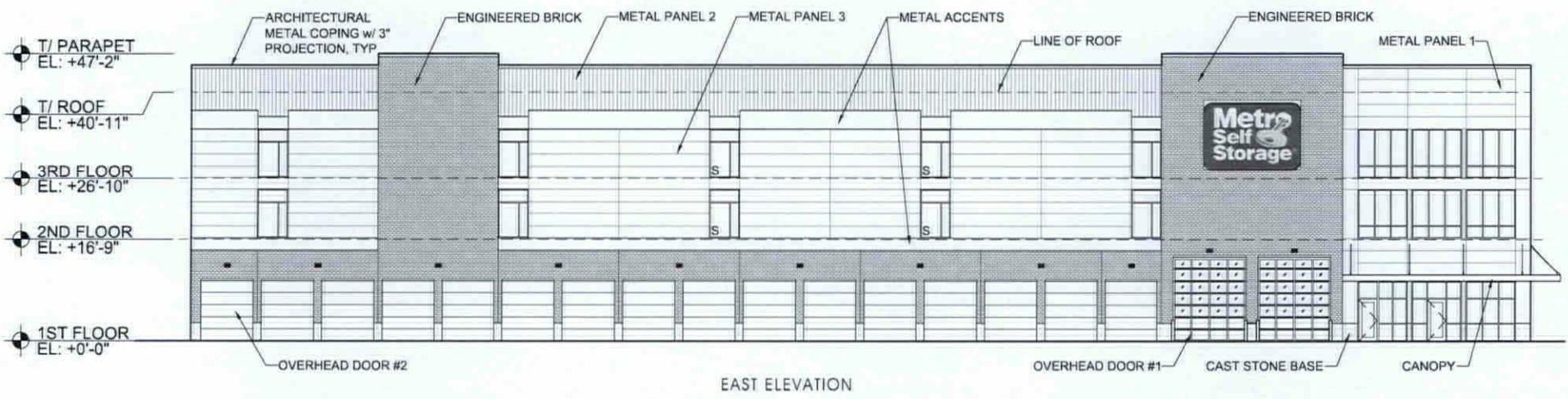
LANDSCAPE DETAILS

L-3



MATERIAL LEGEND

CAST STONE BASE - MFR: NORTHFIELD - STYLE: CORDOVA STONE - COLOR: PER RENDERING	ENGINEERED BRICK - MFR: TBD - SIZE: 4" x 8" - COLOR: PER RENDERING
METAL PANEL 1 - MFR: KINGSPAN - STYLE: OPTIMO SMOOTH - COLOR: PER RENDERING	STANDING SEAM METAL ROOF - MFR: MBCI - STYLE: ULTRA-DEK - COLOR: PER RENDERING
METAL PANEL 2 - MFR: MBCI - STYLE: PBD PANEL - COLOR: PER RENDERING	OVERHEAD DOOR #1 - MFR: CLOPAY - MODEL: 903 - COLOR: PER RENDERING
METAL PANEL 3 - MFR: KINGSPAN - STYLE: KS300A AZTECO - COLOR: PER RENDERING	OVERHEAD DOOR #2 - MFR: CLOPAY - MODEL: 3602 - COLOR: PER RENDERING



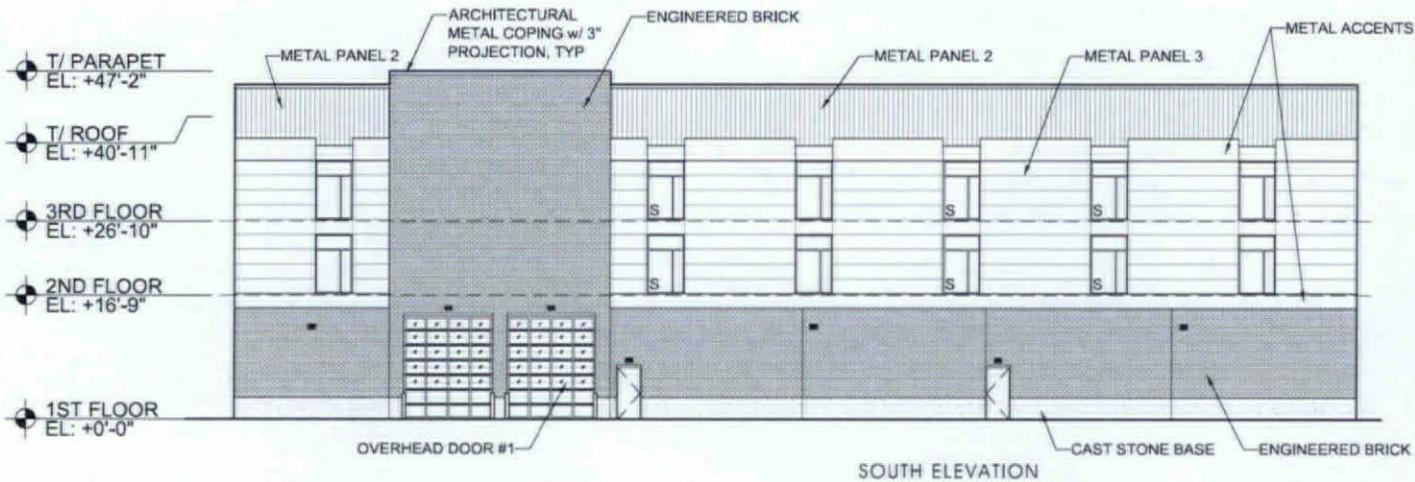
ELEVATIONS



METRO STORAGE
OWNER
NOVEMBER 23, 2015

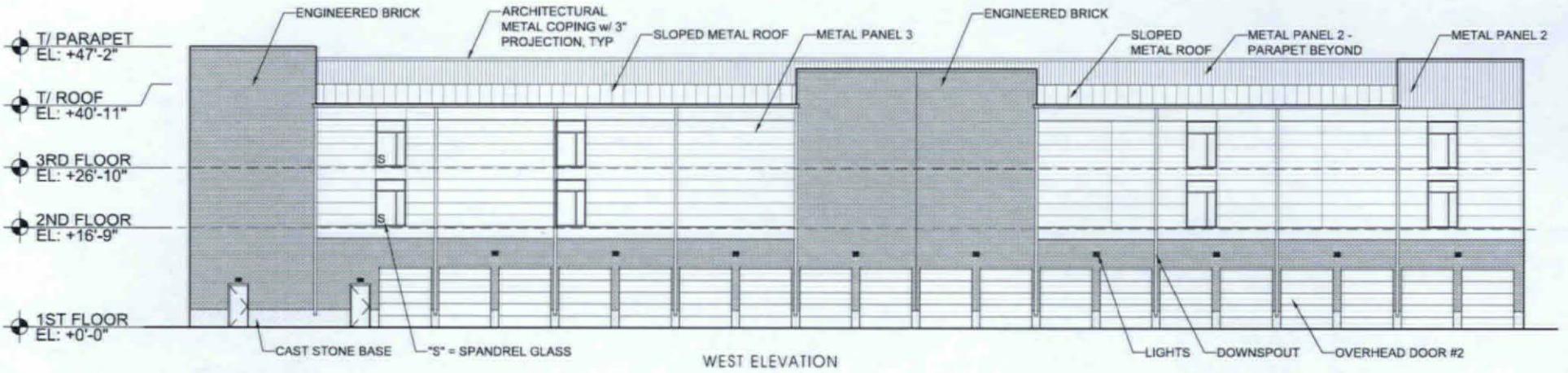
2623 LINCOLN HIGHWAY
ST. CHARLES, ILLINOIS

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GOULETTE
& WILSON**
ARCHITECTS
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MATERIAL LEGEND

CAST STONE BASE - MFR: NORTHFIELD - STYLE: CORDOVA STONE - COLOR: PER RENDERING	ENGINEERED BRICK - MFR: TBD - SIZE: 4" x 8" - COLOR: PER RENDERING
METAL PANEL 1 - MFR: KINGSPAN - STYLE: OPTIMO SMOOTH - COLOR: PER RENDERING	STANDING SEAM METAL ROOF - MFR: MBCI - STYLE: ULTRA-DEK - COLOR: PER RENDERING
METAL PANEL 2 - MFR: MBCI - STYLE: PBD PANEL - COLOR: PER RENDERING	OVERHEAD DOOR #1 - MFR: CLOPAY - MODEL: 903 - COLOR: PER RENDERING
METAL PANEL 3 - MFR: KINGSPAN - STYLE: KS300A AZTECO - COLOR: PER RENDERING	OVERHEAD DOOR #2 - MFR: CLOPAY - MODEL: 3602 - COLOR: PER RENDERING



ELEVATIONS



METRO STORAGE
OWNER
NOVEMBER 23, 2015

2623 LINCOLN HIGHWAY
ST. CHARLES, ILLINOIS



Metro Self Storage



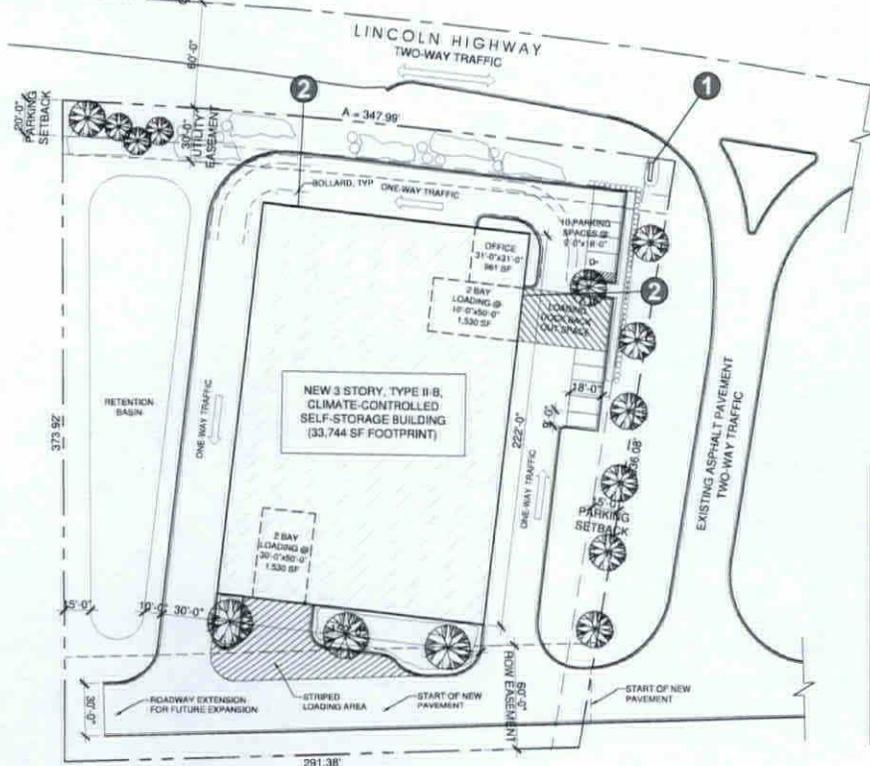
metrostorage.com

2623 LINCOLN HIGHWAY, ST. CHARLES, IL

PG 1 OF 5

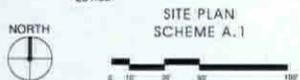


ADAMS ELECTRIC SIGNS
CHICAGO, IL



- LEGEND - NEW SIGNAGE**
- ① (1) COMPLETE D/F INT. ILL. MONUMENT SIGN W/ FLEX FACES
FULL COLOR 20 MM ELECTRONIC MSG DISPLAY
 - ② (2) COMPLETE S/F INT. ILL. WALL MOUNTED CABINET SIGNS
W/ FLEX FACES

PROJECT DATA	
SITE AREA:	113,823 SF
ZONING:	BR
MAX BLDG COV.:	30%
MAX FOOTPRINT:	34,147 SF
BUILDING FOOTPRINT: 33,744 SF	
NUMBER OF STORIES: 3 STORIES	
GROSS AREA: 101,232 SF	
NET STORAGE @ 72%: 72,887 SF	
PARKING PROVIDED: 10 SPACES	



METRO SELF STORAGE
 2623 LINCOLN HIGHWAY
 ST. CHARLES, IL
 ORDER#:

2623 LINCOLN HIGHWAY
 ST. CHARLES, ILLINOIS

ACCEPTED BY: _____ DATE: _____

ALL INFORMATION CONTAINED ON THIS DRAWING IS CONFIDENTIAL AND PROPRIETARY. IT IS THE SOLE PROPERTY OF ADAMS SIGNS AND IS NOT TO BE REPRODUCED BY ANYONE WITHOUT WRITTEN CONSENT FROM ADAMS SIGNS. THIS SIGN SHALL REMAIN THE PROPERTY OF ADAMS SIGNS UNTIL FULLY PAID FOR. THE INTENT OF THIS DRAWING IS TO SHOW A CONCEPTUAL REPRESENTATION OF THE PROPOSED SIGNAGE. DUE TO VARIATIONS IN PRINTING DEVICES AND SUBSTRATES, THE FINISHED PRODUCT MAY DIFFER SLIGHTLY FROM DRAWING.



SCALE: SEE ABOVE	DATE: 10-9-15 / 12-29-15
SALES: DARRYL	ART: RS
DWG. #: 1015011	CKD.:

AS BUILT: CABINET TRIM SIZE:

FACE TRIM SIZE:

1 Complete D/F Int. Ill. Monument Sign w/ Flex Faces
D/F Full Color 20 Mm Electronic Message Display



(1) COMPLETE D/F INTERNALLY ILLUMINATED CABINET SIGN WITH FLEX FACES. FIRST SURFACE VINYL DECORATION. THE CABINET IS TO HAVE RADIUS CORNERS. THE RETAINER IS FIGURED FOR 2". THE CABINET DEPTH IS TO BE 1'-6". THE SIGN IS TO BE CENTER POLE MOUNTED WITH AN ALUMINUM POLE COVER. THE POLE COVER IS TO HAVE BRICK VENEER APPLIED. THE POLE COVER IS TO HAVE A SET OF 1/4" THICK FLAT CUT OUT ALUMINUM LETTERS STUD MOUNTED TO EACH FACE SIDE. THE SIGN IS TO HAVE A FABRICATED ALUMINUM TOPPER PAINTED TOP MATCH ARCHITECTURE. THE SIGN IS TO INCLUDE A FULL COLOR 20 MM ELECTRONIC MESSAGE DISPLAY. 2'-0" +/- DEPTH. THE SIGN IS TO BE UL LISTED WITH A SERVICE SWITCH INSTALLED.

- COLORS:
- CABINET: 3630-76 HOLLY GREEN (PMS 357)
 - FACE BKGD: 3630-76 HOLLY GREEN
 - PHONE: 3630-125 GOLDEN YELLOW
 - KEY LOGO: 3630-125 GOLDEN YELLOW, WHITE
 - BALANCE OF COPY: WHITE
 - ⊗ REVEAL: TBD
 - ⊗ POLE COVER: BRICK VENEER TBD
 - ⊗ POLE COVER CAP: TBD

METRO SELF STORAGE
2623 LINCOLN HIGHWAY
ST. CHARLES, IL
ORDER#:

57.51 SQ. FT.

ACCEPTED BY: _____ DATE: _____

ALL INFORMATION CONTAINED ON THIS DRAWING IS CONFIDENTIAL AND PROPRIETARY. IT IS THE SOLE PROPERTY OF ADAMS SIGNS AND IS NOT TO BE REPRODUCED BY ANYONE WITHOUT WRITTEN CONSENT FROM ADAMS SIGNS.

THIS SIGN SHALL REMAIN THE PROPERTY OF ADAMS SIGNS UNTIL FULLY PAID FOR.

THE INTENT OF THIS DRAWING IS TO SHOW A CONCEPTUAL REPRESENTATION OF THE PROPOSED SIGNAGE. DUE TO VARIATIONS IN PRINTING DEVICES AND SUBSTRATES, THE FINISHED PRODUCT MAY DIFFER SLIGHTLY FROM DRAWING.



ADAMS ELECTRIC SIGNS
CHICAGO, IL

SCALE: 1:20

DATE: 10-9-15 / 12-29-15

SALES: DARRYL

ART: RS

DWG. #: 1015011

CKD. :

AS BUILT: CABINET TRIM SIZE:

FACE TRIM SIZE:



99 SQ. FT.

(2) COMPLETE S/F INTERNALLY ILLUMINATED CABINET SIGN WITH FLEX FACE. FIRST SURFACE VINYL DECORATION. THE CABINET IS TO HAVE RADIUS CORNERS. THE RETAINER IS FIGURED FOR 4". THE CABINET DEPTH IS TO BE 1'-6". THE SIGNS ARE TO BE FLUSH MOUNTED TO WALL. FLUORESCENT LAMP ILLUMINATION. THE SIGN IS TO BE UL LISTED WITH A SERVICE SWITCH INSTALLED.

- COLORS:
- CABINET: 3630-76 HOLLY GREEN (PMS 357)
 - FACE BKGD: 3630-76 HOLLY GREEN
 - PHONE: 3630-125 GOLDEN YELLOW
 - KEY LOGO: 3630-125 GOLDEN YELLOW, WHITE
 - BALANCE OF COPY: WHITE

METRO SELF STORAGE
 2623 LINCOLN HIGHWAY
 ST. CHARLES, IL
 ORDER#:

ACCEPTED BY: _____ DATE: _____

ALL INFORMATION CONTAINED ON THIS DRAWING IS CONFIDENTIAL AND PROPRIETARY. IT IS THE SOLE PROPERTY OF ADAMS SIGNS AND IS NOT TO BE REPRODUCED BY ANYONE WITHOUT WRITTEN CONSENT FROM ADAMS SIGNS.

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ADAMS ELECTRIC SIGNS
 CHICAGO, IL

SCALE: 1/2" = 1'-0"

DATE: 10-9-15 / 12-29-15

SALES: DARRYL

ART: RS

DWG. #: 1015011

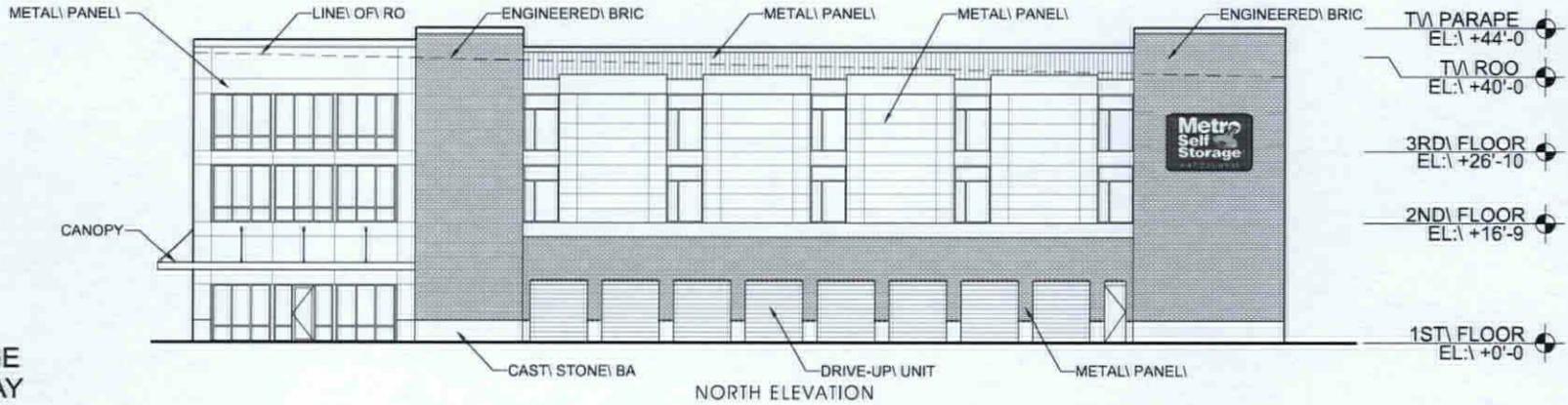
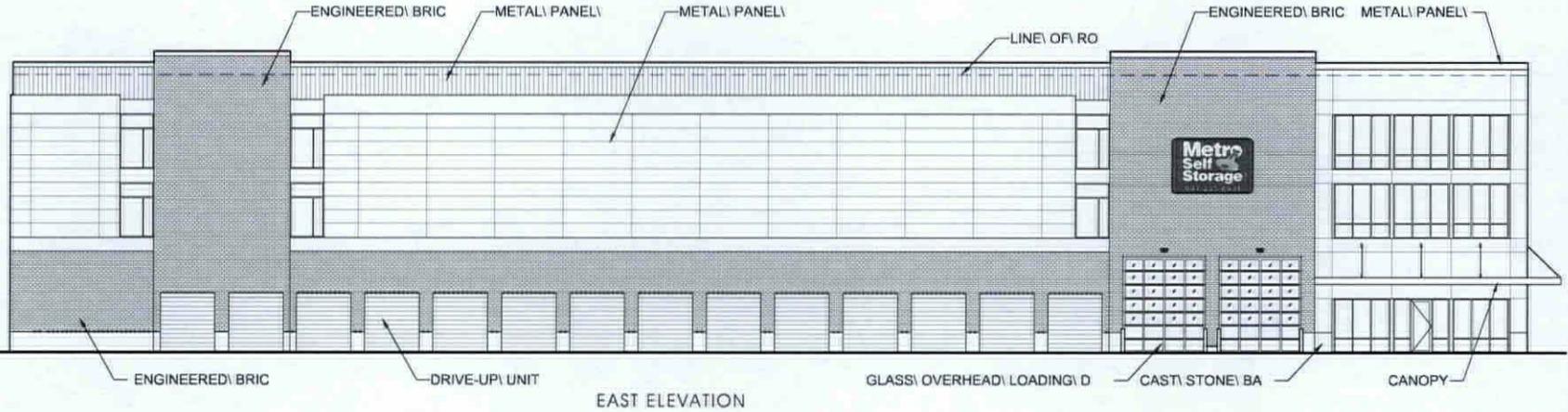
CKD. :

AS BUILT: CABINET TRIM SIZE:

FACE TRIM SIZE:

PG 5 OF 5

- TV PARAPE
EL: +44'-0"
- TV ROO
EL: +40'-0"
- 3RD FLOOR
EL: +26'-10"
- 2ND FLOOR
EL: +16'-9"
- 1ST FLOOR
EL: +0'-0"



METRO SELF STORAGE
2623 LINCOLN HIGHWAY
ST. CHARLES, IL
ORDER#:

ACCEPTED BY: _____ DATE: _____

ALL INFORMATION CONTAINED ON THIS DRAWING IS CONFIDENTIAL AND PROPRIETARY. IT IS THE SOLE PROPERTY OF ADAMS SIGNS AND IS NOT TO BE REPRODUCED BY ANYONE WITHOUT WRITTEN CONSENT FROM ADAMS SIGNS. THIS SIGN SHALL REMAIN THE PROPERTY OF ADAMS SIGNS UNTIL FULLY PAID FOR. THE INTENT OF THIS DRAWING IS TO SHOW A CONCEPTUAL REPRESENTATION OF THE PROPOSED SIGNAGE. DUE TO VARIATIONS IN PRINTING DEVICES AND SUBSTRATES, THE FINISHED PRODUCT MAY DIFFER SLIGHTLY FROM DRAWING.



ADAMS ELECTRIC SIGNS
CHICAGO, IL

SCALE: 1/16" = 1'-0" DATE: 10-9-15 / 12-29-15
 SALES: DARRYL ART: RS
 DWG. #: 1015011 CKD. :

AS BUILT: CABINET TRIM SIZE: _____ FACE TRIM SIZE: _____

EXHIBIT "D"

PUD DEVIATIONS

Table 17.14-2 Business and Mixed Use Districts Bulk Regulations – BR District	
Maximum Building Height	47 ft. 2 in. for the proposed Metro Storage facility, provided the building design conforms to the PUD Preliminary Plan.
Table 17.24-3 Required Off-Street Parking	
Parking Requirement for "Mini-Warehouse" Use	Deviation granted for the proposed Metro Storage facility, at 1 parking space per 65.25 self-storage units.
Chapter 17.26 – Landscaping and Screening	
Building Foundation Section 17.26.080	Building foundation landscaping shall be required only on the south side of the proposed Metro Storage building, provided the landscaping conforms to the PUD Preliminary Plan.
Retaining Walls Section 17.26.110	The retaining wall for the detention area on the west side of the property will be over four (4) feet in height, but shall not be required to provide a terrace or stepping back of the wall to allow for a planting area. However, textured stone in an earth tone must be used for the retaining wall, and climbing vines must be planted to provide screening of the west wall.
Section 17.06.030 Design Review Standards and Guidelines – BR District	
Projections/Recesses Section 17.06.030.A.1	Three foot wall projections and/or recesses covering at least 20% of facades over 100 ft. in length shall not be required, provided the building design conforms to the PUD Preliminary Plan.
Architectural Features Section 17.06.030.A.2	Architectural features such as arcades, arbors, windows, doors, entryways or awnings, shall not be required to cover 50% of the façade, provided the building design conforms to the PUD Preliminary Plan.

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 January 19, 2016, the Corporate Authorities of such municipality passed and approved Ordinance No. 2016-Z-3, entitled

"Motion to approve an Ordinance Amending
Ordinance No. 1999-Z-11 (Bricher Commons PUD) and
Granting Approval of a New Special Use for Planned
Unit Development and PUD Preliminary Plan for
Metro Storage, 2623 Lincoln Hwy."

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

The pamphlet form of Ordinance No. 2016-Z-3, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on January 25, 2016, 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 19th day of January, 2016.



Nancy Garrison
Municipal Clerk



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Presentation regarding the Façade Improvement Grant Program
Presenter:	Russell Colby

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input type="checkbox"/>	Government Services
<input checked="" type="checkbox"/>	Planning & Development (6/13/16)	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$40,000 budgeted for FY 16/17 \$61,475 in grants requested	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
-----------------	--	-----------	-----	-------------------------------------	----	--------------------------

If NO, please explain how item will be funded:

Executive Summary:

For the past twenty plus years, the City has provided funding to assist downtown commercial property owners with exterior maintenance, renovation and enhancements through the Façade Improvement Grant Program. The program has been used extensively by both downtown businesses and property owners and has advanced the City's efforts at economic development, historic preservation and property maintenance within downtown.

Grant applications are reviewed by the Historic Preservation Commission for appropriateness of design and consideration is given to whether the construction methods will result in a good long-term investment of the funds. The grants are provided as a reimbursement for up to 50% of the funds invested into an exterior rehabilitation project, up to \$10,000 for a 30 ft. length of building façade. There is a limit of \$20,000 of grant funds per property in any 5 year period.

The program has been consistently utilized over years. The budget for FY 16-17 is \$40,000, which is a similar amount to the past few years. In the late 1990s and early 2000s, façade grant awards frequently reached upwards of \$150,000 or more per year.

Staff has recently observed a resurgence of interest in the program, resulting in the overall budget being exhausted during the first month of this program year. A total of 6 applications were received. Three were approved in May in three more are on this agenda for consideration.

The two final grant applications received this year were submitted on the same day (311 N. 2nd St. – Charleston Center, and 225 W. Main St. – The Homebrew Shop). Both grant requests are for \$20,000, which together would exceed the program budget by \$21,475. Both grants are for properties within SSA-1B which have not previously received grant funding, which places them at an equal level in terms of grant eligibility.

Given the increased level of interest in the program, and the unusual circumstance encountered this year with two comparable applications received on the same day, staff felt it was appropriate to solicit the Committee's interest in increasing the grant program budget to fund all of the grant requests received this year during the initial application period.

Attachments: *(please list)*

Façade Grant summary report for FY 16-17; Façade Grant program description

Recommendation / Suggested Action *(briefly explain):*

If the Committee supports increasing the funding for this current year to cover all applications received, provide a recommendation directing staff to increase the program budget.

For office use only: *Agenda Item Number:* 3f

Façade Grant FY 2016-17
Budget: 40,000

Grant Year	Address	Grantee	Approval Date	Grant Amount	180 Days / Terminate	Project Description	Roll-FW	Status	Payout
16-17	102 E. Main St.	Steve Nilles Riverside Pizza	5/16/16	\$950	11/16/16	Window repair and storm windows		Approved, no permit required	
16-17	11 S. 2 nd Ave.	Hossein Jamali	5/16/16	\$1,525.20	11/16/16	Replace awnings		Sign permit issued	
16-17	116 W. Main St.	Sue Henry Mixology Salon	5/16/16	\$15,000	11/16/16	Replace storefront		Building permit issued	
16-17	221 W. Main St.	Darius Grigaliunas		\$4,000		Remove awnings and repaint building			
16-17	311 N. 2 nd St.	Terry Grove Charleston Center		\$20,000		Misc. maintenance and repair to building facade			
16-17	225 W. Main St.	Ed Seaman Homebrew Shop		\$20,000		Remove failing EIFS, install new stucco and stone base			

Total applied for: \$61,475

Remaining grant funds: \$0



City of St. Charles
Facade Improvement Program Description

Revised March 5, 2007

1. Program Purpose

The St. Charles Facade Improvement Program is designed to promote the continued use and maintenance of commercial and residential buildings in the downtown area. It is intended to help property owners and commercial tenants to rehabilitate and restore the visible exterior of existing structures, and to construct or enhance rear pedestrian entrances of buildings. Improvements must meet criteria for appropriateness of design. Reimbursement grants are provided to property owners or commercial tenants in recognition of the positive impact that individual building improvements can have on the overall appearance, quality and vitality of downtown St. Charles.

2. Eligible Properties:

To be eligible for a Facade Improvement Program reimbursement grant, a building must meet one or more of the following criteria:

- 1) A building used in whole or in part for commercial purposes located within Special Service Area #1B as designated by the City of St. Charles, shown in Exhibit A.
- 2) A residential building with two or more dwelling units located within Special Service Area #1B as designated by the City of St. Charles, shown in Exhibit A, and which has not been designated as exempt from payment of the Special Service Area #1B tax. A current tax bill shall be provided to show that the property is not exempt.
- 3) A building used in whole or in part for commercial purposes located within the Central Historic District as designated by the City of St. Charles, shown in Exhibit B

Buildings used in whole or in part for commercial purposes are also eligible for a reimbursement grant for rear entrance improvements if they also meet all of the following criteria:

- 1) The building must have an existing rear entrance, or a location for a new rear entrance, that is accessible to the public from a dedicated public street, alley, or other right of way, or from a parking lot or walkway that is owned or leased by the City, or from other property that is encumbered by an easement granting public pedestrian access; and
- 2) The rear entrance to be improved must provide public access to a business or businesses within the building.

3. What Grants Are Available?

The maximum amount of the reimbursement grant for a specific property will be set forth in a Facade Improvement Agreement between the City and the property owner or tenant. If the actual costs exceed the original final estimates submitted with the application and used to determine the final total amount of reimbursement within the Agreement, the property owner or tenant will be responsible for the full amount of the excess. The City cannot reimburse more than the total amount specified in the Agreement.

The maximum aggregate amount of all grants approved for a building or property within any five year period shall be limited to \$20,000.00. This limitation applies to all eligible properties regardless of the number or width of qualifying facades. Properties that are listed on the National Registry and/or Locally Designated Landmarks can be eligible for up to an additional \$10,000.00 to be applied towards the restoration of significant architectural structures/features such as marquee signs, boathouses and gazebos.

Reimbursement grants are subject to Federal and State taxes, and are reported to the Internal Revenue Service on Form 1099. You are required to provide your taxpayer ID number or social security number as part of the Façade Improvement Agreement. Property owners and tenants should consult their tax advisor for tax liability information.

A. Exterior Building Facades

Property owners or commercial tenants who install at least \$1,000 of improvements are eligible to receive a matching grant to reimburse 50 percent of the cost of construction of exterior building improvements and 100% of architectural fees, up to \$10,000 per facade for construction and architectural fees combined. A facade is defined as a thirty foot wide span along the front or side of a building facing a public street, measured along the building wall generally parallel to the right of way line. For building fronts or sides exceeding thirty feet, a pro rata amount will be applied.

The amount of any reimbursement grant for architectural services shall be limited to \$4,000 per building. Where architectural services are required, the owner or tenant should retain an architect to prepare a conceptual design and cost estimate for work proposed. If the project is approved by the City, the architect may provide bidding and construction plans and documents, as well as construction supervision. Only those architectural services directly related to the approved facade improvement will be reimbursed.

B. Rear Entrance Improvements

Property owners or commercial tenants who install at least \$1,000 of improvements are eligible to receive a matching grant to reimburse 50 percent of the cost of construction of exterior building improvements and 100% of architectural fees, up to \$10,000 per building for construction and architectural fees combined.

The amount of any reimbursement grant for architectural services shall be limited to \$4,000 per building. Where architectural services are required, the owner or tenant should retain an architect to prepare a conceptual design and cost estimate for work proposed. If the City approves the project, the architect may provide bidding and construction plans and documents, as well as construction supervision. Only those architectural services directly related to the approved rear entrance improvement will be reimbursed.

Landscaping is an eligible improvement for rear entrance improvements only; however, reimbursement for landscaping shall be limited to a) not more than \$1,000 per building; b) only trees, shrubs, and other perennial plants are eligible for reimbursement; and c) all landscape materials for which a reimbursement grant is provided shall be maintained in good condition by the property owner or business tenant for a minimum of five years, as set forth in Section 9 of this Program Description and as provided in the Façade Improvement Agreement.

4. **Eligible Improvements:**

- *Exit doors (exterior) -- installation, repair and replacement of exit doors and hardware to provide public access, or where current doors do not meet the building and fire codes or it will improve the overall appearance of the building.
- *Painting -- painting of the exterior surface of buildings.
- *Shutters and Awnings -- repair, replacement or addition of exterior shutters and awnings (exceptions: mansard roofs, back-lit and/or plastic awnings are not eligible for funding)
- *Signs -- repair and replacement
- *Stairs, Porches, Railings, Exits -- repair and replacement or installation of exterior stairs, porches, railings and exit facilities.
- *Walls -- repair and rebuilding of exterior walls, including: cleaning, sealing, tuck pointing, painting, etc.
- *Windows -- repair of frames, sills, glazing, replacement of glass and installation of new windows.

- *Roofs -- repair and reroofing, where the effects of the repair will be visible from a public street or public parking lot. (In general, sloping roofs would qualify, flat roofs would not).
- *Walkways -- sidewalks, pavers, plazas, and other permanent improvements designed primarily for pedestrian use, only in conjunction with rear entrance improvements.
- *Landscaping, limited to perennial plantings including trees and shrubs, only in conjunction with rear entrance improvements.
- *Lighting – installation, repair and replacement of lighting mounted on a building that illuminates the façade or signage.

The following items are not eligible for reimbursement grants under the City of St. Charles Façade Improvement Program:

- *Building Permit fees and related costs
- *Extermination of insects, rodents, vermin and other pests
- *Sidewalks -- replacement of private sidewalks, except as specified above in conjunction with rear entrance improvements..
- *Title reports and legal fees.
- *Acquisition of land or buildings
- *Air conditioning and heating facilities
- *Electrical wiring or service upgrade, except electrical work necessary to illuminate an eligible sign.
- *Elevators -- repair or installation
- *Interior floor or ceiling replacement and repair.
- *Plumbing.
- *Refinancing existing debt.
- *Sprinkler systems.
- *Sweat equity.
- *Working capital for businesses.
- *Resurfacing of parking lots.
- *Landscaping., except as specified above in conjunction with rear entrance improvements. (In no case will reimbursement grants be made for temporary landscaping such as annual plantings.)

Improvements not specifically listed as eligible or ineligible are subject to review as to eligibility by the Historic Preservation Commission as an advisory body and approval or disapproval by the St. Charles City Council.

The Historic Preservation Commission and the City Council will consider the architectural appropriateness of proposed improvements using the Design Guidelines established by the City Council and the provisions of Chapter 17.32 of the St. Charles Municipal Code (Historic Preservation Ordinance.) Improvements that are not architecturally appropriate, as determined by the City Council upon recommendation of the Historic Preservation Commission, are not eligible for a reimbursement grant. The Design Guidelines apply to all facade program projects, regardless of whether they are in the Historic District.

5. Approval of Façade Improvement Agreement:

Applications will be accepted beginning February 1st of each calendar year. Buildings that are located within the SSA – 1B that have not received a Façade Improvement Program reimbursement grant in the past will be considered first time applicants and be given first consideration. After all first time applicants are processed, the remaining applications that are located within the SSA-1B will be considered in the order in which they were received. After those applications are processed, any applications for properties that are located in the Central Historic District but not within the SSA-1B will be considered in the order in which they were received. In the event that the total amount of the potential reimbursement grants exceeds the amount budgeted for the program for that fiscal year, the applications which cannot be approved due to budget limitations will be carried over for consideration during the following fiscal year. Not more than one Façade Improvement Agreement shall be approved for a building in any fiscal year, and a Façade Improvement Agreement shall not be approved if a Façade Improvement grant was made for the same portion of the building within the previous five years. The earliest final City Council approval will be received is the first Monday in May.

6. Commencement of Work:

After the Facade Improvement Agreement is approved by the City Council, obtain a building permit and begin the work. **DO NOT START BEFORE -- YOU WILL NOT BE REIMBURSED FOR WORK DONE PRIOR TO CITY COUNCIL APPROVAL OF THE FACADE IMPROVEMENT AGREEMENT.**

7. Completion of Work:

All improvements must be completed within 180 calendar days after the Facade Improvement Agreement is approved, unless otherwise authorized by the City for a maximum of a one (1) year extension. If the work is not complete by the end of the one year extension the City's remaining obligation to reimburse the owner or tenant for the project terminates.

8. Reimbursement Payments:

Upon completion of the work, the owner or tenant must submit copies of all architect's invoices, contractor's statements, invoices, proof of payment, and notarized final lien waivers to the Director of Community Development, as evidence that the owner or tenant has paid the architect and contractor(s). You should use the attached forms for the contractor's statement and final lien waivers. Payment will be authorized upon completion of all work items as originally approved and receipt of all of the required documents.

The Director of Community Development may authorize reimbursement to be made in two payments, if all of the following conditions are present: 1) The first partial payment may be made upon completion of work representing at least fifty percent (50%) of the amount specified in the Facade Improvement Agreement; 2) The architect's invoices, contractor's statements, invoices, notarized final lien waivers and proof of payment for the completed work have been submitted; 3) The remaining work is expected to be delayed for thirty days or more following completion of the initial work due to weather, availability of materials, or other circumstances beyond the control of the owner or tenant.

Reimbursement for architectural services will be made at the same time reimbursement is made for improvements, and only if a Facade Improvement Agreement has been approved by the City Council. Architectural services may be reimbursed, at the sole discretion of the City Council, as follows:

Concept Plans and cost estimates prepared before approval of a Facade Improvement Agreement.

Architectural construction drawings and specifications for the improvement to the extent required by the St. Charles Building Code, prepared after City Council approval of a Facade Improvement Agreement.

Construction supervision conducted after City Council approval of the Facade Improvement Agreement.

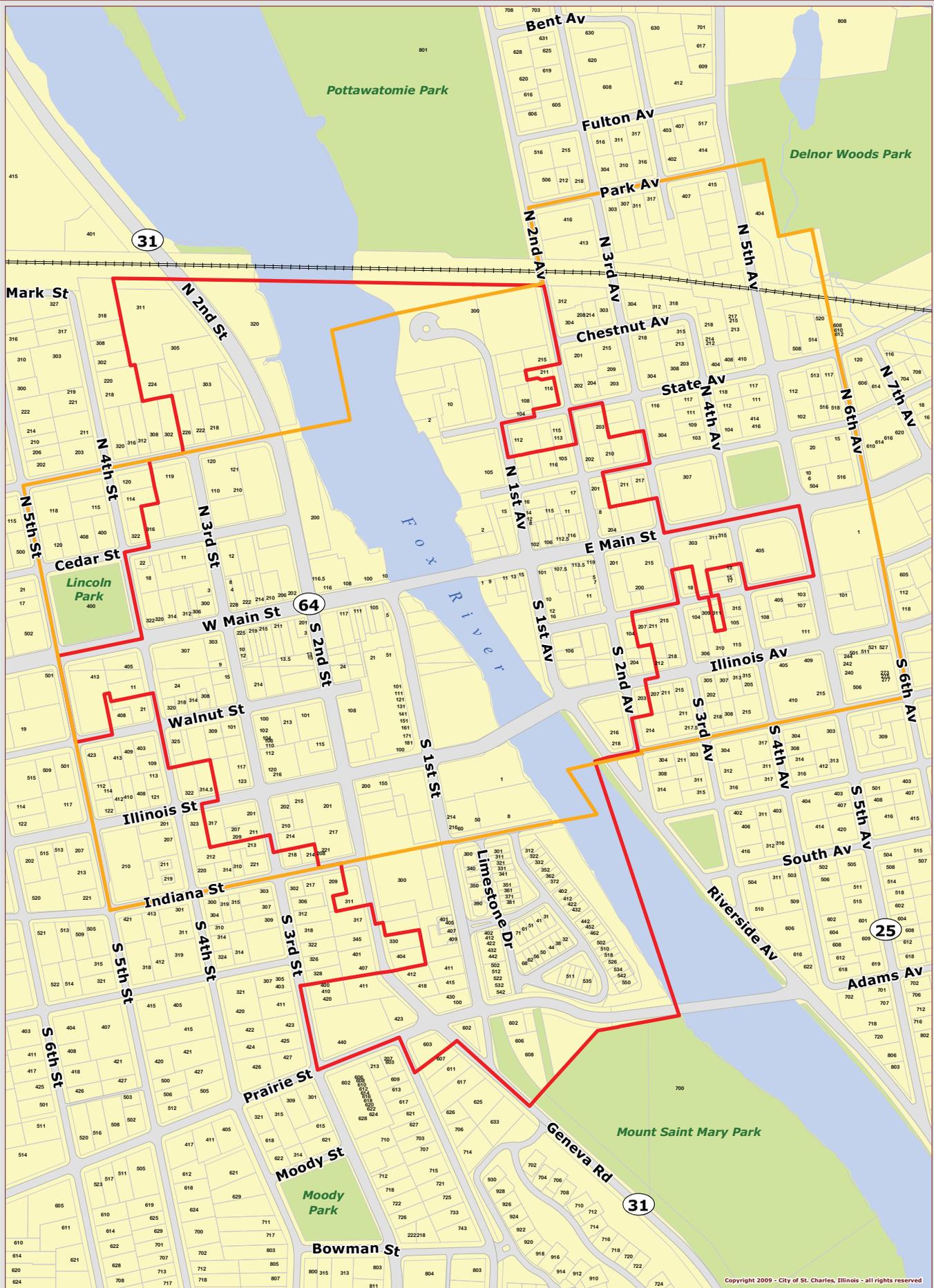
Major changes or elimination of improvements must be approved by the City Council. Minor changes must be approved by the Director of Community Development. **THIS IS A REIMBURSEMENT PROGRAM -- YOU MUST PAY YOUR ARCHITECT, CONTRACTORS AND SUPPLIERS BEFORE YOU RECEIVE PAYMENT FROM THE CITY.**

9. Alterations:

The property owner and tenant shall be responsible for maintaining the facade and rear entrance improvements without alteration for five (5) years unless approved by the Director of Community Development. A restrictive covenant limiting alterations may be required by the City Council at the time of approval of the Facade Improvement Agreement.



Outer Boundaries of SSA 1-B & Central Historic District



Copyright 2009 - City of St. Charles, Illinois - all rights reserved



Map Date: 08/11/2009
 Data Source: City of St. Charles, Illinois
 Map Scale: 1:25,000
 Coordinate System: Illinois State Plane East
 North American Datum (1983)



 SSA 1B Boundary
  Central Historic District

This work was created for planning purposes only and is provided as is, without warranty of any kind, either expressed or implied. The information represented may contain programming and methodological errors. The City of St. Charles, Illinois, and its employees are not liable for any damages, including consequential damages, arising from the use of this information. For more information, please contact the City of St. Charles, Illinois, Planning Department, 200 East Main Street, St. Charles, IL 60174.



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 221 W. Main St. (Darius Grigalunias)

Presenter: Russell Colby

Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development (6/13/16)		City Council

Estimated Cost:	\$4,000	Budgeted:	YES	X	NO
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If NO, please explain how item will be funded:

Executive Summary:

Property owner Darius Grigalunias has requested a Façade Improvement Grant to assist with renovations to the front façade of 221 W. Main St.

The Façade Improvement Grant program provides assistance to property owners and commercial tenants to rehabilitate and restore the exterior of buildings in the downtown. Grant funding is available first for buildings located in Special Service Area 1B (Downtown Revitalization) and secondarily for other properties located outside SSA 1B but within the Central Historic District. Applications are first reviewed by the Historic Preservation Commission for appropriateness of design. The grants are provided as a reimbursement for up to 50% of the funds invested into an exterior rehabilitation project, up to \$10,000 for a 30 ft. length of building façade. There is a limit of \$20,000 of grant funds per property in any 5 year period. The program budget for FY 16-17 is \$40,000.

The proposal includes: removal of awnings; power washing the building; tuckpointing; priming and painting the brick; and window, trim, and door painting. The Historic Preservation Commission reviewed the grant and recommended approval on 5/18/16.

Staff has requested a revised quote for the work to include door painting as requested by the Historic Preservation Commission. The project cost is expected to be approximately \$8,000 and the grant would cover up to \$4,000.

Attachments: *(please list)*

Historic Preservation Commission Resolution, Façade Improvement Grant Application, Grant Agreement

Recommendation / Suggested Action *(briefly explain):*

Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 221 W. Main St. (Darius Grigalunias)

For office use only:

Agenda Item Number: 3g

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 4-2016

**A Resolution Recommending Approval of
A Façade Improvement Grant Application
(221 W. Main St.)**

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

WHEREAS, the Historic Preservation Commission has reviewed the Façade Improvement Grant Application for 221 W. Main St. and has found said application to be architecturally appropriate and in conformance with the Downtown Design Guidelines and the Historic Preservation Ordinance, Chapter 17.32 of the Zoning Ordinance; and

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

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council approval of the Façade Improvement Application for 221 W. Main St.

Roll Call Vote:

Ayes: Bobowiec, Gibson, Norris, Pretz, Withey

Nays: None

Abstain: None

Absent: Smunt, Malay

Motion Carried.

PASSED, this 18th day of May, 2016.

Chairman

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

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

1) Applicant: BEN & DARIUS GRIGALIUNAS
(Name)

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

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

Federal Tax ID Number: _____

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

221 W. MAIN STREET, ST. CHARLES IL 60174
(Street Address)

0927364002
(Property Identification Number)

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

3) Proposed Improvements(Check all that apply):

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

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

REFINISH FACADE INC. ALL PROPOSED IMPROVEMENTS
ABOVE. WORK SHOULD BE COMPLETED WITHIN 10 DAYS
OF START DATE. SCAFFOLDING WILL BE NEEDED SO CLOSING
WALKWAY MUST BE AN OPTION.

Preliminary Cost Estimate: \$ 8000.00

City's Grant Amount: \$ 4,000

4) Statement of Understanding:

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

Signature  _____
Applicant

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

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

Signature _____ Date _____
Owner

Riel Painting

1223 Sandhurst Drive
Sandwich, IL 60548

Estimate

Date	Estimate #
4/12/2016	51

Name / Address
Darius Grigaliunas 4420 west north ave. St Charles II 60174

Project

Description	Qty	Rate	Total
Job Location: 221 West Main St. St. Charles, IL 1. Remove awning over front entry and cap off electric 2. Remove awning frames over 3 windows on 2nd floor 3. Power wash entire front of building 4. Tuck point and fill any holes on brick 5. Caulk all windows, doors, and trim as needed using OSI Quad Elastomeric Sealant 6. Scrape, sand, and prime bare areas to be painted using Sherwin Williams P-3 Elastomeric Primer 7. Paint all brick, wood trim, aluminum, under pain glass windows 2 coats using Sherwin Williams Super Paint		7,600.00	7,600.00
		Total	\$7,600.00

COINS

AM-NAT

American - International

SPORTS CARDS • COLLECTIBLES

221
1/2

ANDERSON'S
COINS
&
COLLECTIBLES

221

W. Buy
Gold
Silver
Full Assortment



COINS

SPORTS CARDS

AM-NAT

American - International

COLLECTIBLES

ANDERSON'S
COINS
&
COLLECTIBLES

THE GOLD
SILVER
FREE APPRAISAL



AMERICAN STAMPS
American - International
SPORTS CARDS • COLLECTIBLES

221

PREMIER
UNITED STATES
SOTO
18

ILLINOIS
31

YOUR
LIBRARY!

La Gracie

COINS

SPORTS

CARDS

AMERICAN
American - International

1
1/2

ANDERSON



We Buy
GOLD
and
SILVER
FREE APPRAISALS



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

THIS AGREEMENT, entered into this 20th day of June, 2016, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: Ben & Darius Grigaliunas
Tax ID#/Social Security #
Address of Property to be Improved: 221 W. Main St., St. Charles, IL 60174
PIN Number: 09-27-364-002

WITNESSETH:

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

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

WHEREAS, pursuant to the Facade Improvement Program CITY has agreed to participate, subject to its sole discretion, 1) in reimbursing Owners/Lessees for the cost of eligible exterior improvements to commercial establishments within the District up to a maximum of one-half (1/2) of the approved contract cost of such improvements and 2) in reimbursing Owners/Lessees for 100% of the cost of the services of an architect for such facade improvements up to a maximum of \$4,000 per building, as set forth herein, but in no event shall the total CITY participation exceed ten thousand dollars (\$10,000)

per facade, as defined herein, for eligible improvements to the front and/or side of a building, and ten thousand dollars (\$10,000) per building for eligible rear entrance improvements, with a maximum reimbursement amount of twenty thousand dollars (\$20,000) per building; and

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

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

SECTION 1:

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

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

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

The actual total reimbursement amounts per this Agreement shall not exceed \$4,000 for facade improvements to the front and side of a building and related eligible improvements and \$0 for improvements to rear entrance(s) of a building and related eligible improvements. The improvement costs which are eligible for City reimbursement include all labor, materials, equipment and other contract items necessary for the proper execution and completion of the work as shown on the plans, design drawings, specifications and estimates approved by the City. Such plans, design drawings, specifications and estimates are attached hereto as Exhibit I.

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

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

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

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

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

SECTION 5: If the OWNER/LESSEE or his contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications and the terms of this Agreement, then upon written notice being given by the Director of Community and Economic Development to the OWNER/LESSEE, by certified mail to the address listed above, this

Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

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

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

investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said facade improvement(s).

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

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

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

OWNER/LESSEE

CITY OF ST. CHARLES

Mayor

ATTEST: _____

City Clerk

EXHIBIT "I"

Proposal from Riel Painting, dated 4/12/2016

No sandblasting of the brick shall be permitted and glass block shall remain.

Total Estimated Cost:	\$8,000
Maximum Grant:	\$4,000



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 311 N. 2 nd St. (Charleston Center)
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Presenter:	Russell Colby
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Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development (6/13/16)		City Council

Estimated Cost:	\$20,000	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

Property owner Terry Grove has requested a Façade Improvement Grant to assist with repairs to the multi-tenant commercial building known as the Charleston Center.

The Façade Improvement Grant program provides assistance to property owners and commercial tenants to rehabilitate and restore the exterior of buildings in the downtown. Grant funding is available first for buildings located in Special Service Area 1B (Downtown Revitalization) and secondarily for other properties located outside SSA 1B but within the Central Historic District. Applications are first reviewed by the Historic Preservation Commission for appropriateness of design. The grants are provided as a reimbursement for up to 50% of the funds invested into an exterior rehabilitation project, up to \$10,000 for a 30 ft. length of building façade. There is a limit of \$20,000 of grant funds per property in any 5 year period. The program budget for FY 16-17 is \$40,000.

The proposal includes repair, cleaning, and painting of wood siding, soffit repair, and masonry cleaning and tuckpointing. The Historic Preservation Commission reviewed the grant and recommended approval on 5/18/16.

The cost of the work is estimated at \$43,635 and the grant would cover up to \$20,000.

Attachments: *(please list)*

Historic Preservation Commission Resolution, Façade Improvement Grant Application, Grant Agreement

Recommendation / Suggested Action *(briefly explain):*

Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 311 N. 2nd St. (Charleston Center)

For office use only:

Agenda Item Number: 3h

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 5-2016

**A Resolution Recommending Approval of
A Façade Improvement Grant Application
(311 N. 2nd St. – Charleston Center)**

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

WHEREAS, the Historic Preservation Commission has reviewed the Façade Improvement Grant Application for 311 N. 2nd St. and has found said application to be architecturally appropriate and in conformance with the Downtown Design Guidelines and the Historic Preservation Ordinance, Chapter 17.32 of the Zoning Ordinance; and

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

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council approval of the Façade Improvement Application for 311 N. 2nd St.

Roll Call Vote:

Ayes: Bobowiec, Gibson, Norris, Pretz, Withey

Nays: None

Abstain: None

Absent: Smunt, Malay

Motion Carried.

PASSED, this 18th day of May, 2016.

Chairman

Received 5/11/16

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

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

1) Applicant: 311 N 2nd St Partnership
(Name)

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

Business Address: 311 N 2nd St St Charles 60174
(Street) (City/State/Zip) (Phone)

Federal Tax ID Number: _____

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

311 N 2nd St St Charles 60174
(Street Address)

09-27-353-008
(Property Identification Number)

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

3) Proposed Improvements(Check all that apply):

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

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

See attached

Preliminary Cost Estimate: \$ 43,635 City's Grant Amount: \$ 20,000

GRANT FOR FOLLOWING ITEMS AT 311 N. 2nd STREET TO BE REPAIRED AND/OR REPLACED

311/Façade Grant Pricing List 5.5.16

1. Replace damaged wood paneling at storefront 109 including caulking and priming (about 20' x 2.5')
Contractor: Jon Wilson, Artisan Painting and Maintenance
Quote: \$250

2. Scrape, sand, spot-prime and calk all wood paneling and trim around storefronts which is currently chipping (260' x 4'). Paint all with one coat of latex, low-luster paint. Caulk around all windows and frames (300') and between sidewalk and wood (300').
Contractor: Jon Wilson, Artisan Painting and Maintenance
Quote: \$2,110

3. Hand clean ceiling above all storefronts and signage above storefronts that has become discolored due to dirt build up (about 1088 sqft).
Contractor: Jon Wilson, Artisan Painting and Maintenance
Quote: \$450

4. Repair soffit edge in three locations that are sagging below signage. This entails cutting anchors, treating the sagging beam with glue after supporting with 2' x 4's. Caulk after repairs.
Contractor: Jon Wilson, Artisan Painting and Maintenance
Quote: \$375

5. Cleaning of masonry on front elevations of building including east and side ends visible from public street/public easement – removal of dirt and stains, power wash all masonry and apply a maximum of 1 application of SureKlean Restoration Cleaner in areas of staining and rinse with a light power wash.
Contractor: Seyller's Tuckpointing & Masonry
Quote: \$9,900

6. Tuckpointing and caulking on front elevations of building including east and side ends visible from public street/public easement – spot tuckpoint open, fractured and unsound mortar joints. Mortar joints to be cut back a minimum of 5/8” and cleaned of dust and loose material prior to pointing. Pointed mortar joints to match existing mortar joint profile and color as closely as possible. Tuckpoint all coping stone joints. Infill holes from old signage. Caulk base of wall where masonry meets sidewalk. Caulk expansion joints. Remove existing material and prep joints as required prior to installation of new sealant. Sealant to be used is Sonneborn NP-1
Contractor: Seyller’s Tuckpointing & Masonry
Quote: \$21,000

7. Remove and replace 6 pieces of soffit that are damaged on the walkway ceiling
Contractor: Quality Aluminum Products, Inc.
Quote: \$750

8. Sawcut concrete entry way on both sides of curb in front of VFW that has deteriorated. Remove concrete 7’7” x 19’6” wide. Form edge – grade and compact stone base existing. Lay wire mesh – drill in rebar to foundation wall. Pour and finish 6” Tlick concrete. Seal when done with broom finish.
Contractor: Pat White Construction
Quote: \$2,650

9. Acclaim Sign Company – Removal of all signs prior to cleaning and sealing the building. Reinstall all signs subsequent to cleaning and sealing the building.
Quote: \$6,150

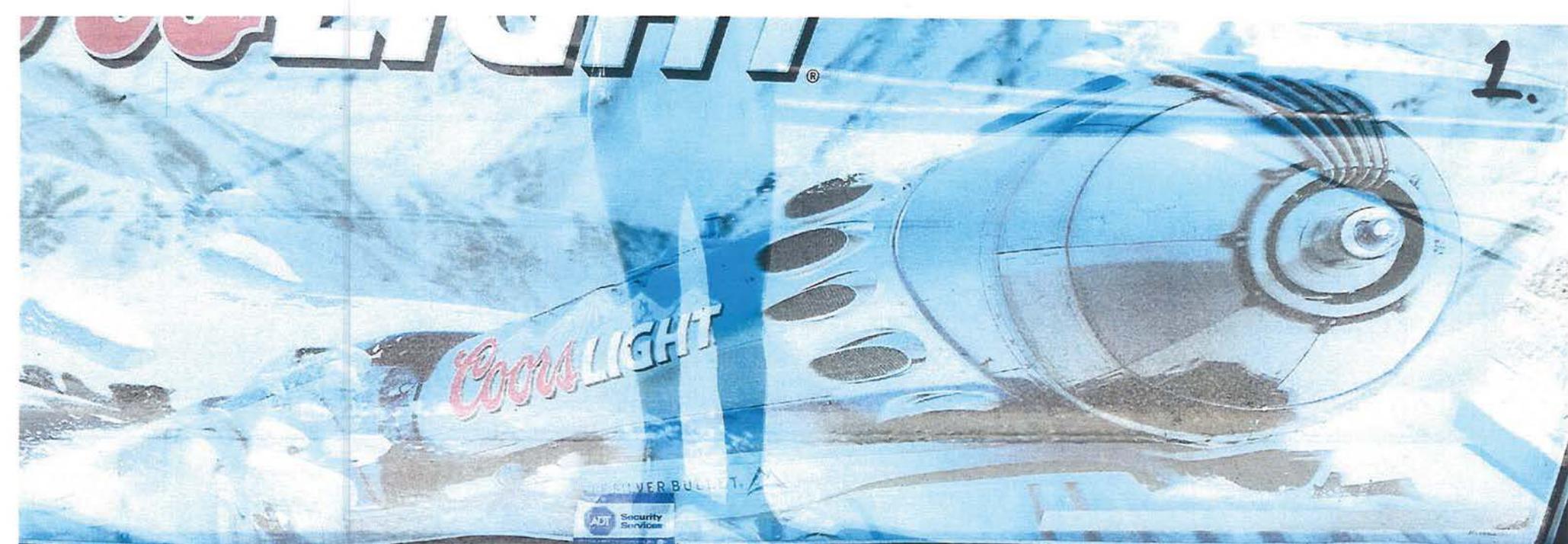
Total = \$43,635

Charleston Center

Retail – Professional Center



*311 North Second Street
(Illinois Route 31)
St. Charles, Illinois 60174*



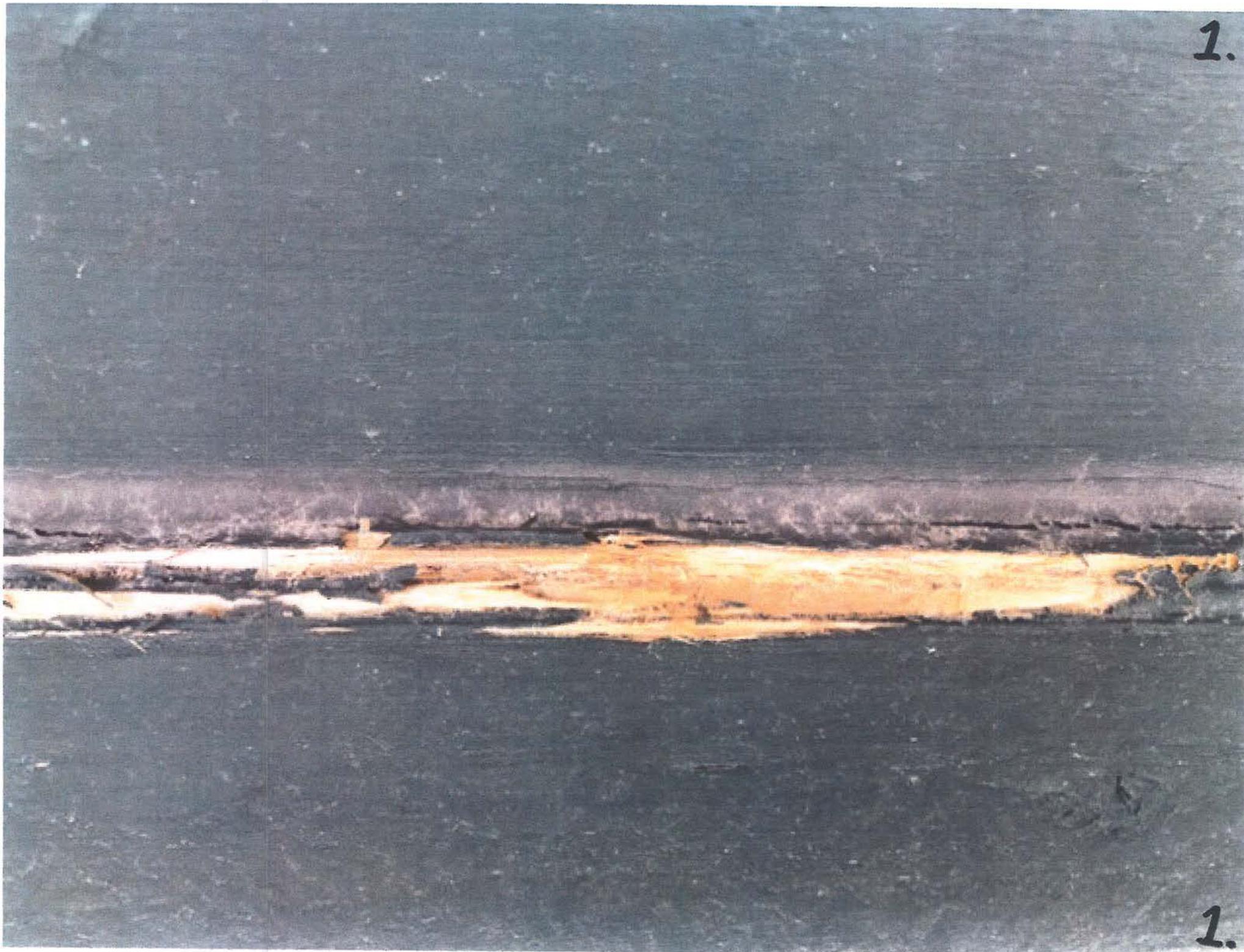
1.

Coors LIGHT

RIVER BULLET

ADT Security Services

1.



1.



2.

3

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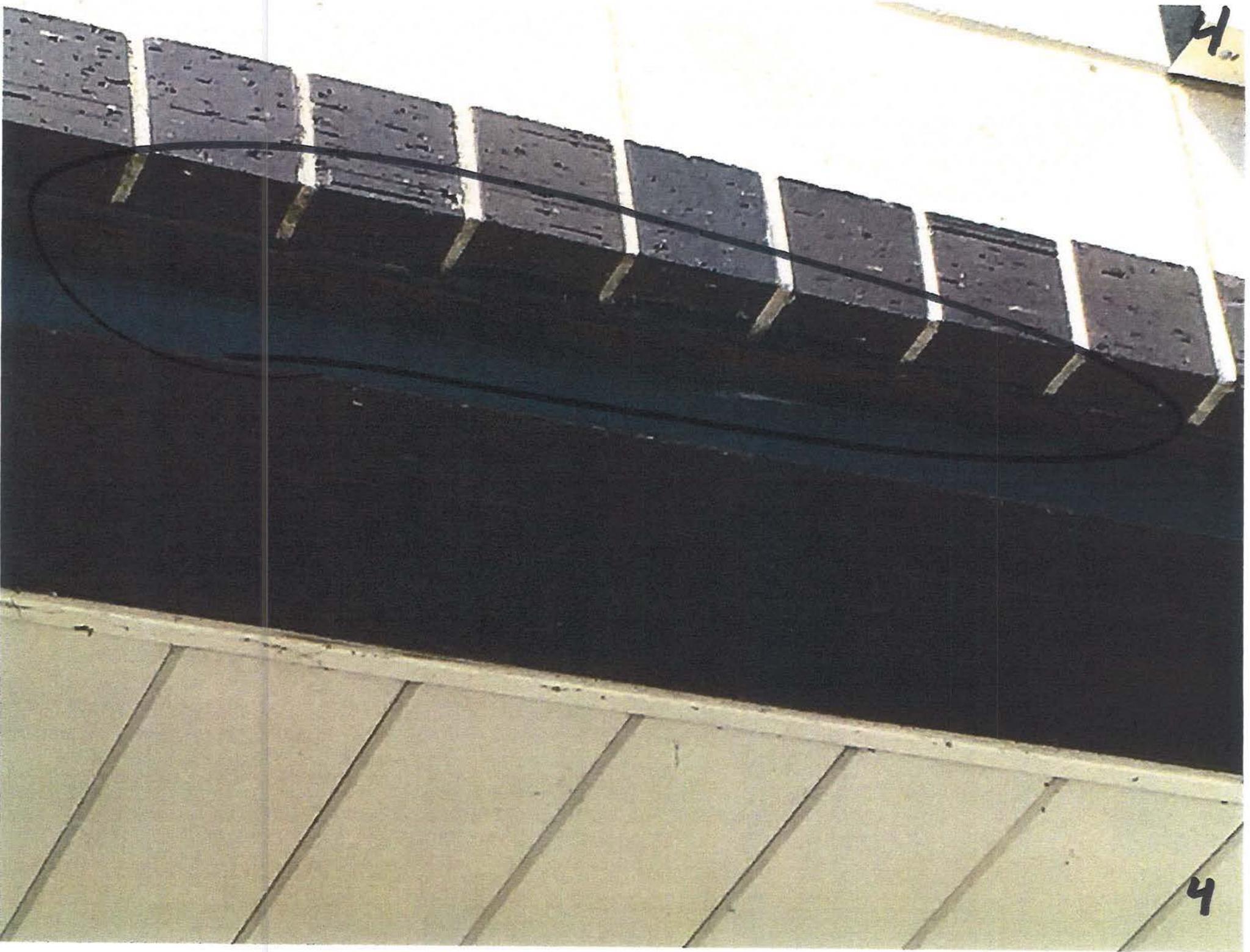
3

3

POSS

3

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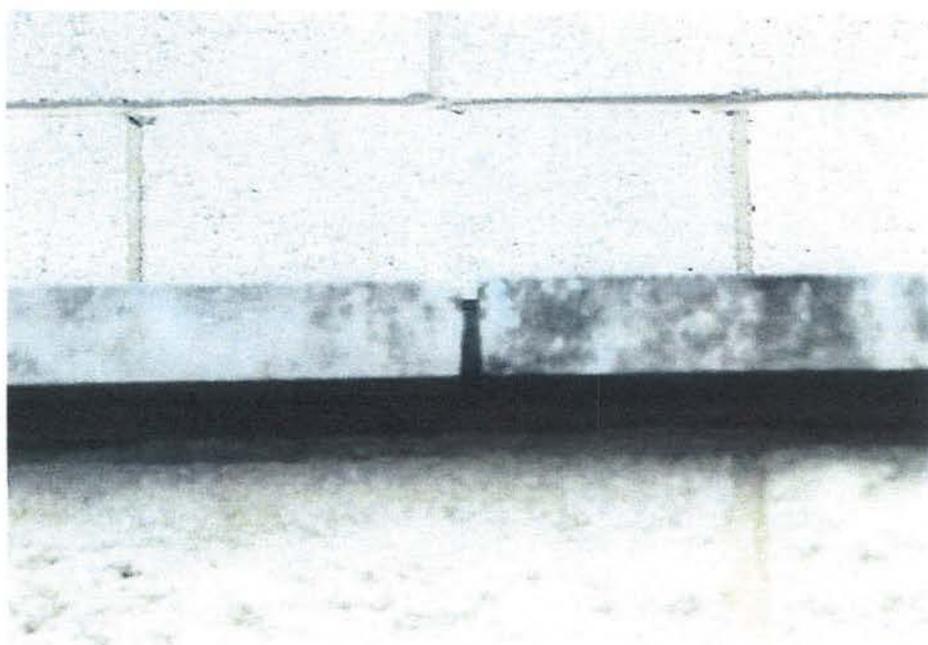
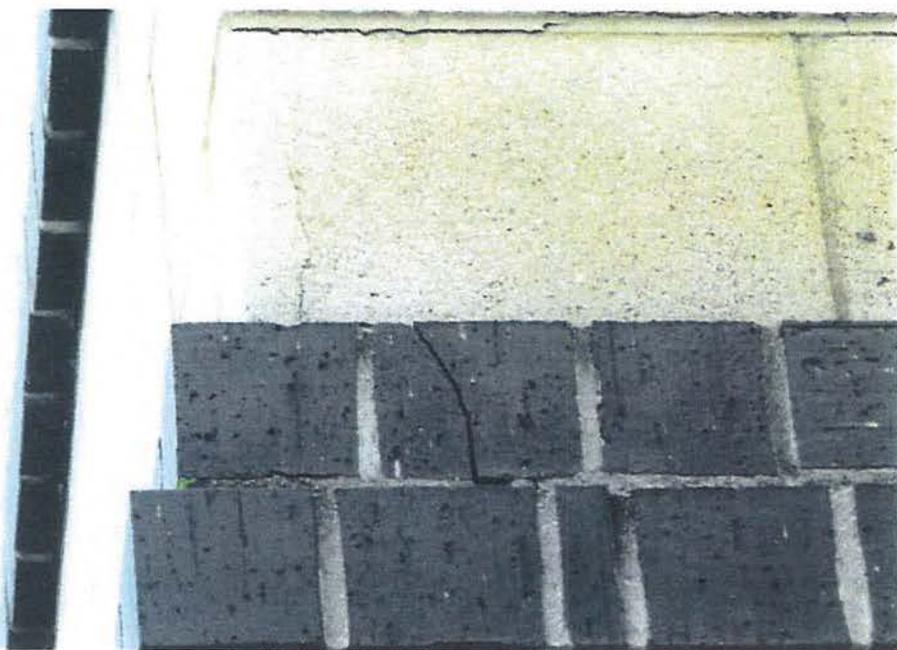
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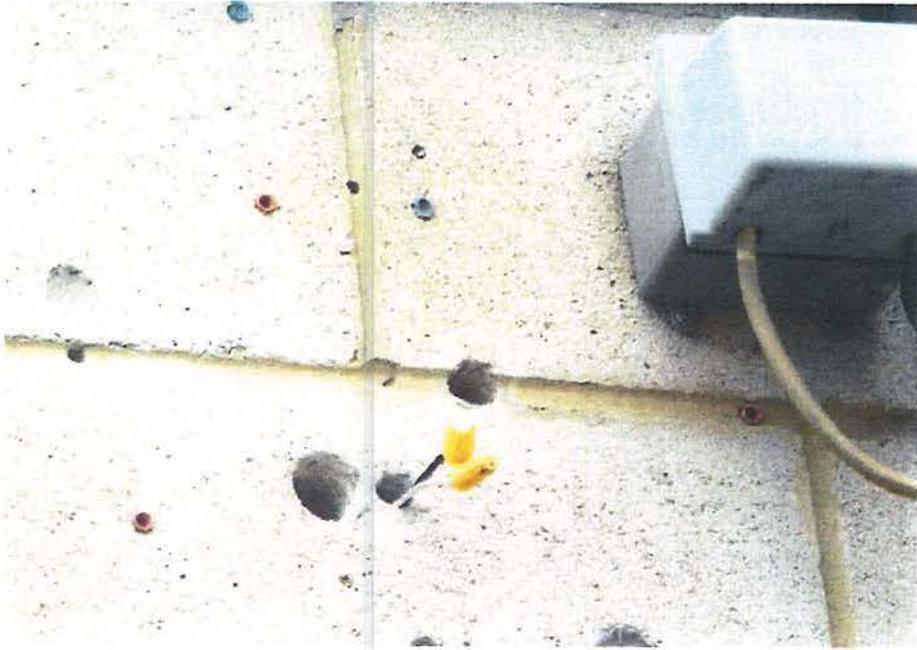


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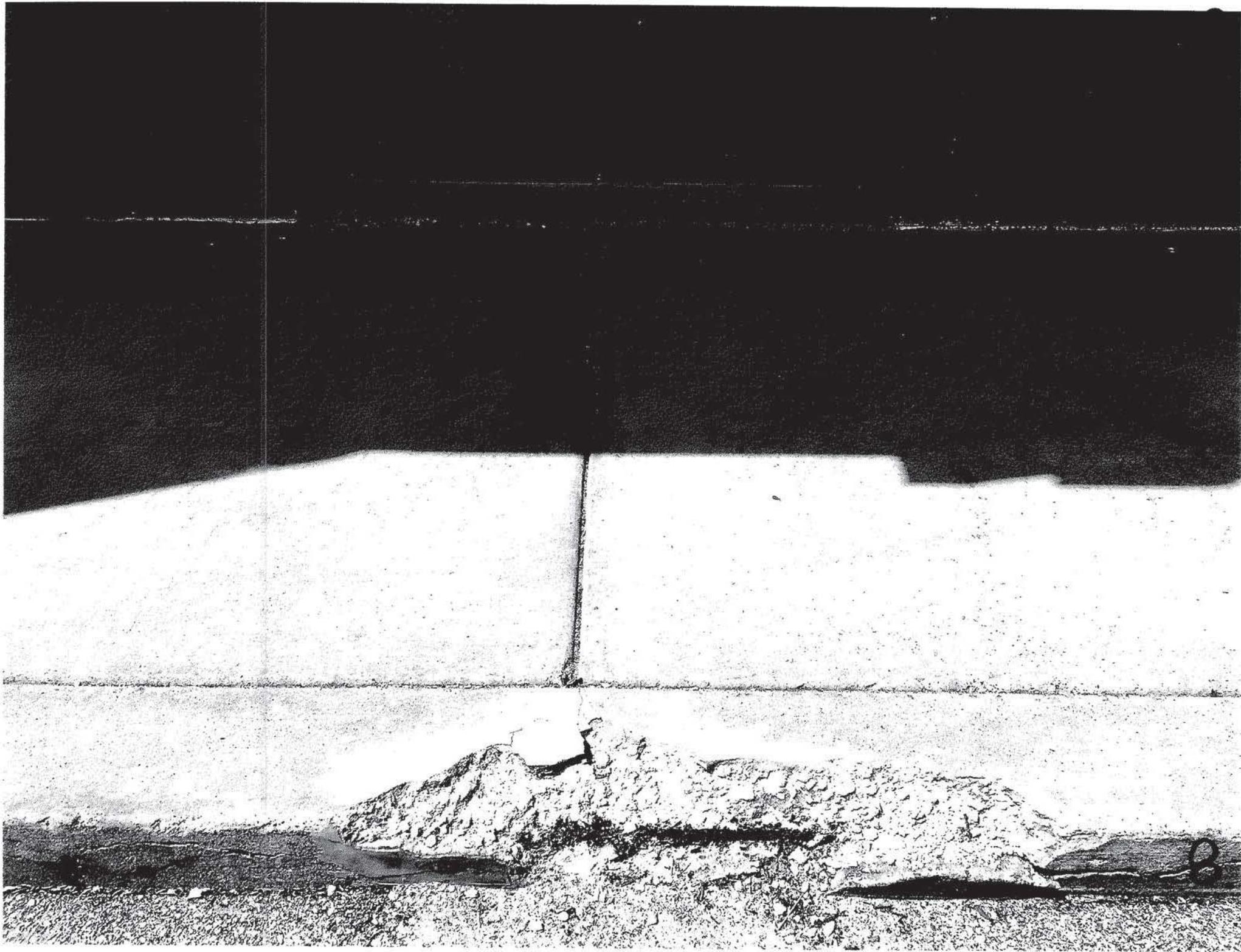
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**City of St. Charles
Facade Improvement Agreement**

THIS AGREEMENT, entered into this 20th day of June, 2016, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: 311 N. 2nd St. Partnership; Terry Grove
Name of Business: Charleston Center
Tax ID#/Social Security #
Address of Property to be Improved: 311 N. 2nd St., St. Charles, IL 60174
PIN Number: 09-27-353-008

WITNESSETH:

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

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

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

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

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

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

SECTION 1:

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

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

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

The actual total reimbursement amounts per this Agreement shall not exceed **\$20,000** for facade improvements to the front and side of a building and related eligible improvements and \$0 for improvements to rear entrance(s) of a building and related eligible improvements. The improvement costs which are eligible for City reimbursement include all labor, materials, equipment and other contract items necessary for the proper execution and completion of the work as shown on the plans, design drawings, specifications and estimates approved by the City. Such plans, design drawings, specifications and estimates are attached hereto as Exhibit I.

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

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

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

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

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

SECTION 5: If the OWNER/LESSEE or his contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications and the terms of this Agreement, then upon written notice being given by the Director of Community and Economic Development to the OWNER/LESSEE, by certified mail to the address listed above, this

Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

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

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

investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said facade improvement(s).

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

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

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

OWNER/LESSEE

CITY OF ST. CHARLES

Mayor

ATTEST: _____

City Clerk

EXHIBIT "I"

Listing of quotes from John Wilson, Artisan Painting and Maintenance; Seyller's Tuckpointing & Masonry; Quality Aluminum Products, Inc.; Pat White Construction; and Acclaim Sign Company, dated 5/5/16: \$43,635

Total Estimated Cost:	\$43,635
Maximum Grant:	\$20,000



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 225 W. Main St. (Home Brew Shop)
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Presenter:	Russell Colby
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Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development (6/13/16)		City Council

Estimated Cost:	\$20,000	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

Edward Seaman, property owner and owner of the Home Brew Shop, has requested a Façade Improvement Grant to renovate the west and south sides of the building.

The Façade Improvement Grant program provides assistance to property owners and commercial tenants to rehabilitate and restore the exterior of buildings in the downtown. Grant funding is available first for buildings located in Special Service Area 1B (Downtown Revitalization) and secondarily for other properties located outside SSA 1B but within the Central Historic District. Applications are first reviewed by the Historic Preservation Commission for appropriateness of design. The grants are provided as a reimbursement for up to 50% of the funds invested into an exterior rehabilitation project, up to \$10,000 for a 30 ft. length of building façade. There is a limit of \$20,000 of grant funds per property in any 5 year period. The program budget for FY 16-17 is \$40,000.

Proposed is removal of the EIFS covering on the west and south elevations and installation of stucco. A stone veneer knee wall will be added on the west elevation. The Historic Preservation Commission reviewed the grant and recommended approval on 5/18/16.

The cost of the work is estimated at \$51,100 and the grant would cover up to \$20,000.

Attachments: *(please list)*

Historic Preservation Commission Resolution, Façade Improvement Grant Application, Grant Agreement

Recommendation / Suggested Action *(briefly explain):*

Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 225 W. Main St. (Home Brew Shop)

For office use only:

Agenda Item Number: 3i

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 6-2016

**A Resolution Recommending Approval of
A Façade Improvement Grant Application
(225 W. Main St. – Home Brew Shop)**

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

WHEREAS, the Historic Preservation Commission has reviewed the Façade Improvement Grant Application for 225 W. Main St. and has found said application to be architecturally appropriate and in conformance with the Downtown Design Guidelines and the Historic Preservation Ordinance, Chapter 17.32 of the Zoning Ordinance; and

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

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council approval of the Façade Improvement Application for 225 W. Main St.

Roll Call Vote:

Ayes: Bobowiec, Gibson, Norris, Pretz, Withey

Nays: None

Abstain: None

Absent: Smunt, Malay

Motion Carried.

PASSED, this 18th day of May, 2016.

Chairman

Received 5/11/16

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

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

1) Applicant: Edward J. Seaman
(Name)

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

Business Address: 225 W. Main St., St. Charles, IL 60174 630-377-1338
(Street) (City/State/Zip) (Phone)

Federal Tax ID Number: _____

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

3 addresses: 225 W. Main St., 10 S. 3rd St. + 12 S. 3rd St.
St. Charles, IL
(Street Address)

09-27-364-001
(Property Identification Number)

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

3) Proposed Improvements(Check all that apply):

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

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

Preliminary Cost Estimate: \$ 48,300.00 City's Grant Amount: \$ 20,000.00

4) Statement of Understanding:

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

Signature Edward J. Seaman
Applicant

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

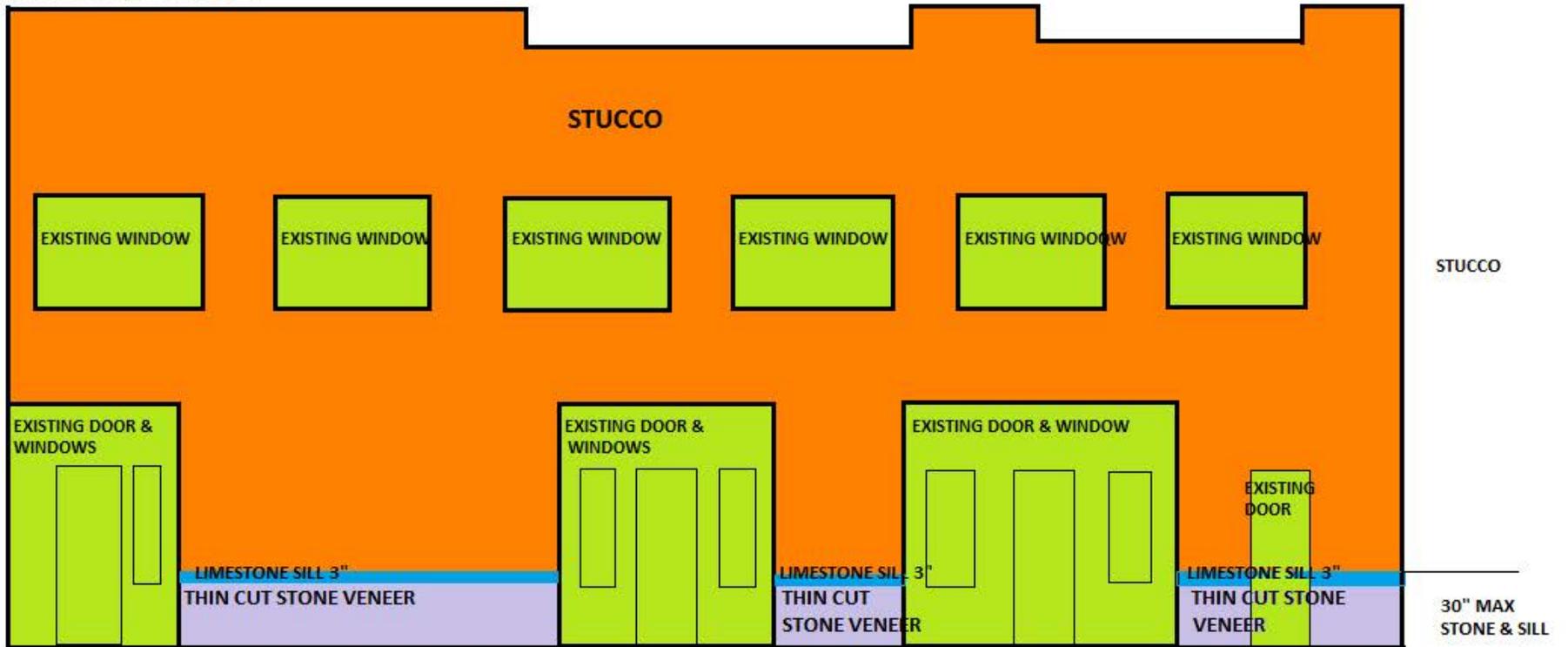
I certify that I am the owner of the property at 225 W. Main St. and that I authorize the applicant to apply for a reimbursement grant under the St. Charles Facade Improvement Program and undertake the approved improvements.

Signature Edward J. Seaman Date 5/11/16
Owner

FACADE RENOVATION

225 W. Main Street

St. Charles, IL 601074



WEST ELEVATION

DK BUILD, CORP.

**Dominik Kubiak
1505 Indian Hill Drive
Bensenville, IL 60106
Tel: 773-742-4447
jkdominik@yahoo.com**

PROPOSAL # PR-32/2016

**PREPARED FOR:
Home Brew Shop
Ed
225 W. Main St.
St. Charles, IL 60174
Tel: 224-238-9303**

**WORK TO BE PERFORMED AT:
225 W. Main St.
St. Charles, IL 60174**

May 10, 2016

WE PROPOSE THE FOLLOWING WHERE DK BUILD CORP. WILL:

1. INSTALL "SENERGY" STUCCO SYSTEM OVER THE PARTIAL EXTERIOR ELEVATION OF SOUTH REAR WALL ONLY (WHICH IS CLAD IN E.I.F.S, Drivit) IN ACCORDANCE WITH MANUFACTURE SPECIFICATIONS, AS FOLLOW:

- Furnish, set up, maintain, dismantle and remove all equipment necessary to complete the Stucco System.
- Remove and haul away all of the E.I.F.S debris.
- Furnish and apply SENERSHIELD liquid Air/Water- Resistive Barrier over existing masonry elevation.
- Furnish and install Corrosion-resistant wire lath/PermaLath, casing beads and corner beads.
- Furnish and install scratch and smooth/brown coat of Stucco, mixture of Portland Cement, Lime, Sand and Polymers in the mixture to add strength.
- Furnish and install reinforcing fiber mesh embedded in SENERGY® ALPHA BASE COAT, a 100% acrylic base coat that is field-mixed with Type I or Type II Portland cement over entire stucco area for extra strength.
- Furnish and install Senerflex acrylic-based textured color finish coat. SENERFLEX® FINISHES are 100% acrylic polymer finishes with advanced technology to improve long-term performance and dirt pick-up resistance.
- Furnish and install sealant Dow Cornig CWS or Dymonic FC with backer rod at all wall penetrations and transitions with other claddings over Stucco area only in accordance with the manufacturer specifications.
- All debris relating to our work will be hauled away.

LABOR & MATERIAL: \$9,300.00*

***ANY REQUIRED REPAIR OF STRUCTURE/SUBSTRATE AFTER E.I.F.S REMOVAL WILL BECOME AN EXTRA CHARGE.**

ALL WORK WILL BE PROFESSIONALLY COMPLETED ACCORDING MANUFACTURERS SPECIFICATIONS

2. INSTALL "SENERGY" STUCCO SYSTEM OVER THE PARTIAL EXTERIOR ELEVATION OF WEST SIDE WALL ONLY (WHICH IS CLAD IN E.I.F.S, Drivit) IN ACCORDANCE WITH MANUFACTURE SPECIFICATIONS, AS FOLLOW:

- Furnish, set up, maintain, dismantle and remove all equipment necessary to complete the Stucco System. EXCEPT CANOPY SCAFFOLDING IF REQUIRED BY THE CITY OF ST.CHARLES.
- Remove and haul away all of the E.I.F.S debris.
- Furnish and apply SENERSHIELD liquid Air/Water- Resistive Barrier over existing masonry elevation.
- Furnish and install Corrosion-resistant wire lath/PermaLath, casing beads and corner beads.
- Furnish and install scratch and smooth/brown coat of Stucco, mixture of Portland Cement, Lime, Sand and Polymers in the mixture to add strength.
- Furnish and install reinforcing fiber mesh embedded in SENERGY® ALPHA BASE COAT, a 100% acrylic base coat that is field-mixed with Type I or Type II Portland cement over entire stucco area for extra strength.
- Furnish and install Senerflex acrylic-based textured color finish coat. SENERFLEX® FINISHES are 100% acrylic polymer finishes with advanced technology to improve long-term performance and dirt pick-up resistance.
- Furnish and install sealant Dow Cornig CWS or Dymonic FC with backer rod at all wall penetrations and transitions with other claddings over Stucco area only in accordance with the manufacturer specifications.
- All debris relating to our work will be hauled away.

LABOR & MATERIAL: \$34,500.00*

***ANY REQUIRED REPAIR OF STRUCTURE/SUBSTRATE AFTER E.I.F.S REMOVAL WILL BECOME AN EXTRA CHARGE.**

ALL WORK WILL BE PROFESSIONALLY COMPLETED ACCORDING MANUFACTURERS SPECIFICATIONS

OPTION FOR WAINSCOT WALL IN THIN CUT STONE VENEER OVER WEST SIDE WALL ONLY

INSTALL THIN CUT STONE VENEER OVER THE PARTIAL EXTERIOR ELEVATION OF WEST SIDE WALL UP TO 3 FEET HIGH ONLY (WHICH IS CLAD IN E.I.F.S, Drivit) IN ACCORDANCE WITH MANUFACTURE SPECIFICATIONS, AS FOLLOW:

- **Furnish, set up, maintain, dismantle and remove all equipment necessary to complete the E.I.F. System. EXCEPT CANOPY SCAFFOLDING IF REQUIRED BY THE CITY OF ST.CHARLES.**
- **Remove and haul away all of the E.I.F.S debris.**
- **Furnish and apply SENERSHIELD liquid Air/Water- Resistive Barrier over existing masonry elevation.**
- **Furnish and install Corrosion-resistant wire lath and casing beads.**
- **Furnish and install scratch coat of mortar, mixture of Portland Cement, Lime, Sand and Polymers in the mixture to add strength.**
- **Furnish and install Thin Cut Stone Veneer set in standard grey color mortar. ALLOWANCE FOR THIN STONE INCLUDED IN PRICE OF \$3,600.00**
- **Pressure wash stone veneer after completion.**
- **Furnish and install sealant Dow Cornig CWS or Dymonic FC with backer rod at all wall penetrations and transitions with other claddings over new Stone area only in accordance with the manufacturer specifications.**
- **All debris relating to our work will be hauled away.**

LABOR & MATERIAL: \$9,800.00 * , **

***ANY REQUIRED REPAIR OF STRUCTURE/SUBSTRATE AFTER E.I.F.S REMOVAL WILL BECOME AN EXTRA CHARGE.**

**** WITH THIS OPTION STUCCO WILL COST \$4,100.00 LESS OF TOTAL PRICE.**

ALL WORK WILL BE PROFESSIONALLY COMPLETED ACCORDING TO MANUFACTURERS SPECIFICATIONS

INSTALL ALUMINUM COPING OVER WEST PARAPET WALL ONLY, AS FOLLOW:

- **Remove clay copings from west wall only.**
- **Furnish and install aluminum coping over west parapet wall.**
- **All debris relating to our work will be hauled away.**

LABOR & MATERIAL: \$1,600.00

PAYMENT TERMS AND OTHER CONDITIONS

Any alteration or deviation from above specifications that result in additional costs will be executed only upon written order and will become an extra charge over and above the contract price. All agreements contingent upon strikes, accidents, acts of God, weather or delays beyond our control.

This contract may be terminated within three business days from the signing date with no obligation either to you or DK BUILD, CORP. Any deposits or money advanced will be refunded.

This contract may also be terminated by either you or DK BUILD, CORP, at any time before the work described is completed. In this event, under the Illinois law, you are obligated to pay for the portion of the work that was completed prior to the cancellation.

The customer agrees to pay the above specified balance upon completion of the job, and to secure the payment of said amount the customer hereby authorizes, irrevocably, any attorney of any Court of Record to appear for him in such court, at any time to confess a judgment, without process, in favor of the contractor or holder hereof, for such amount as may appear to be unpaid hereon, together with interest there on at 18% per annual or 1.5% per month from 30 days after the date of completion of the job , plus costs and reasonable attorney fees, and to waive release all errors which may intervene in any such proceedings and to consent to immediate execution upon such judgment, hereby ratifying and confirming all that my said attorney may do by virtue hereof after the first month job is completed.

PAYMENT SCHEDULE

- **25% DEPOSIT**
- **25% UPON MATERIAL DELIVER**
- **BALANCE DUE UPON COMPLETION**

NOTE – Above quoted proposal total is valid for 30 days from date issued. Storage chargers and/or price increases may occur due to fluctuating material cost if project is no initiated within 30 days after DK BUILD, CORP. receives signed contract. The offer may be withdrawn by us, if not accepted within 30 days.

Senergy®

Stucco Resurfacing Systems

Repair with Confidence





Repair with Confidence

The common practice of patching and painting stucco cracks is only a short term fix. Senergy offers a longer-lasting approach to stucco repair.

Although its composition has been modified since the 1800's, stucco has been used as a reliable and durable wall cladding since ancient times.

Like any other cladding, stucco requires maintenance. Stucco, by nature, is brittle and has limited ability to tolerate building movement and freeze/thaw cycles. It cracks. Repair of minor hairline cracks is not critical or urgent, but as cracks spread and grow, they create potential for several undesirable and potentially costly conditions such as moisture intrusion, damage to the building's framing, leaks into the interior, etc.

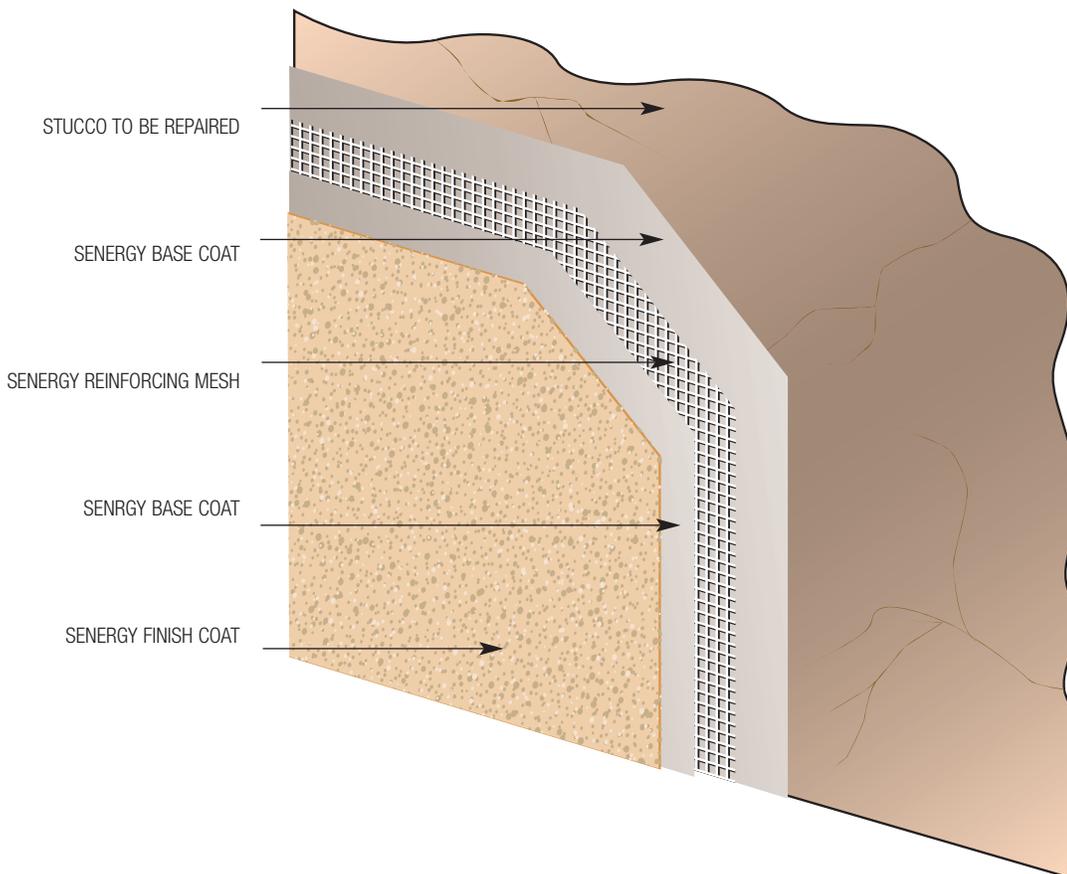
Repairs Designed to Last

The common practice of patching and painting stucco cracks is only a short term fix. New cracks will appear and patched cracks will reappear. Paint can also lose its bond, creating additional maintenance challenges.

Senergy offers a longer-lasting approach to stucco repair. A Senergy Stucco Resurfacing System creates a beautifully colored, textured and reinforced skin over the stucco surface. In addition to covering cracks for wall protection, its reinforced acrylic base coat and finish are able to resist new cracking.

Benefits include:

- Senergy Stucco Resurfacing Systems are the only approach to repair that truly adds crack resistance over the existing stucco wall;
- They provide a longer lasting approach to repairs – colored finishes are fade – crack – and peel-resistant. Composed of acrylic and cement materials, the base coats are compatible with stucco and will not lose their bond;
- They provide added weather resistance, protecting even against wind driven rain;
- With their inherent high water vapor permeability, they allow the wall to breathe, a necessity for long term performance;
- They yield a more uniform appearance; the building looks better from the street and the walls look better close up;
- With their wide adaptability and their easy integration of shapes, they expand design flexibility with superior aesthetics, enabling the total transformation of a building's appearance;
- Options allow for the replication of brick, cut stone, metal panels, granite, and more.





Stucco Resurfacing System Components

The Basics

For most applications over stucco, installation is a two step process that includes the following proven Senenergy products

Alpha Base or Alpha Dry Base Coat

Both exhibit a strong tensile bond to prepared stucco. Alpha Base is comprised of an acrylic liquid that is mixed at the job site with Portland cement. Alpha Dry is a powdered version that requires only mixing with potable water at the job site.

Reinforcing Mesh

A 4 ounce/yd² woven fiberglass mesh, specially treated for resistance to the alkalinity present in stucco and cement. Mesh embedded in Senenergy base coat delivers a high level of crack resistance that stucco alone can never provide.

Senerflex Finishes

Available in an endless color selection, Senerflex finishes come in seven textures. All are formulated from 100% acrylic resins to ensure flexibility, fade resistance, crack resistance and long term performance.

System Options and Upgrades

In addition to the basics, Senenergy offers several products designed to address specific challenges posed by a project or to enhance the appearance or extend the performance of the finished wall:

- Tinted Primer/Stuccoprime – improve the finish appearance and reduce the chance of efflorescence.
- Xtra Stop Base Coat for added weather resistance around window

sills and jambs, parapet caps, and near landscaping.

- Senerlastic Finish – all the colors and most of the textures of Senerflex Finishes are also available in this elastomeric version which some owners prefer for its added flexibility.
- Specialty Finishes can provide the look of monolithic stone or brick, replicate the look of metal panels or provide several other unique looks that have to be seen to be appreciated.
- Senerflash – peel and stick membranes around rough openings in wall prior to installation of replacement windows
- Sonolastic 150 with VLM Technology Sealant – designed specifically for EIFS and stucco, it is backed by a single source warranty from BASF for the wall surface and sealant.
- In addition, decorative expanded polystyrene shapes are easily and economically integrated into the renovation, adding a high degree of visual interest to the building – at a very good value.



Reasons to consider Senenergy® Wall Systems

1 Proven track record

Since 1979, Senenergy® has been a leading brand in the EIFS and stucco industry.



2 Single source warranty

BASF stands behind the cladding and sealant. Sonolastic® 150 with VLM technology is the sealant designed for EIFS and stucco systems by our sister company, BASF Building Systems. Obtain more information at www.BASFwallsystems.com.



3 Technical support

- Consultation
 - On site
 - Plan review
- WVT analysis
- Additional engineering feedback



4 Vast, strategically located distributor network

Knowledgeable and service-oriented



5 Wide flexibility in aesthetics

- Color, texture and form
- Replicate brick, cut stone, metal panels, granite
- Totally transform a building's appearance



6 Access to approved applicators



7 Backed by BASF, the world's largest chemical company





POLYMER MODIFIED STONE VENEER MORTAR

U. S. A.

1-888-SPECMIX

DIVISION
MASONRY PRODUCTS **04**



Ultimate Bond. Non Sagging.

SPEC MIX® Polymer Modified Stone Veneer Mortar (PMSVM) is a technologically advanced adhered veneer mortar for use in bonding adhered manufactured stone veneer, natural thin cut stone and thin brick to a cementitious substrate. PMSVM is designed to provide excellent workability, cohesion, high bond strength, sag resistance, water resistance, efflorescence minimization, and durability. SPEC MIX PMSVM is the ideal solution for architects and contractors with projects where an immediate and ongoing need for mortar delivering high bond strength and sag resistance during installation is required. In applications where mortar joints are not utilized, such as dry stack

applications, SPEC MIX PMSVM should be used to gain additional bond strength and "pop-off" protection. Installing natural thin cut stone veneer is aided by the unique anti-sag and high bond properties of SPEC MIX PMSVM.

SPEC MIX PMSVM meets the requirements of ASTM C 1714 and ASTM C 270 for Type S and N mortar including ANSI 118.4 (F-5.1.5) and ACI 530 shear bond standards. SPEC MIX PMSVM has been rigorously tested to reduce the probability of unit "pop-offs" and contractor call-backs to repair adhered veneer failures common with standard mortars. SPEC MIX PMSVM is available in standard and custom colors.

In addition to custom mix designs that are available for specific applications or properties, the SPEC MIX Polymer Modified Stone Veneer Mortar is designed to be compatible with the characteristics of most all specified adhered masonry veneer units. It is acceptable for all types of construction: concrete, masonry, wood frame or steel studs, with submittals available upon request.



HIGH BOND STRENGTH

- NON-SAG PERFORMANCE & REDUCED CRACKING
- REDUCES POP-OFFS, CALL BACKS & REPAIRS
- RESISTANCE TO WATER PENETRATION & EFFLORESCENCE
- PREBLENDED WITH SAND TO MINIMIZE LABOR & WASTE
- CONSISTENT QUALITY CONTROL WITH EVERY BAG
- GREAT WORKABILITY AND BOARD LIFE
- AVAILABLE IN STANDARD & CUSTOM COLORS

AVAILABLE IN COLOR



MATERIALS USED

- CEMENT
- MASON SAND
- HYDRATED LIME
- PERFORMANCE ADMIXTURES

3rd St

STAMPS
TABLES

OPEN

DETOUR
AHEAD

Home Brew Shop
BEER & WINE MAKING PROFESSIONALS

Home Brew Shop
BEER & WINE MAKING PROFESSIONALS





Home Brew Shop
OPEN TO THE PUBLIC
PROFESSIONALS





12



HOME
BREV
SHO
377 13

125 St. 6th
Main St.

NO PARKING
EXCEPT
EMERGENCY
& DELIVERIES

AD
Coleman





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

THIS AGREEMENT, entered into this 20th day of June, 2016, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: Edward Seaman
Name of Business: Home Brew Shop
Tax ID#/Social Security #
Address of Property to be Improved: 225 W. Main St., St. Charles, IL 60174
PIN Number: 09-27-364-001

WITNESSETH:

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

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

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

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

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

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

SECTION 1:

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

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

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

The actual total reimbursement amounts per this Agreement shall not exceed **\$20,000** for facade improvements to the front and side of a building and related eligible improvements and \$0 for improvements to rear entrance(s) of a building and related eligible improvements. The improvement costs which are eligible for City reimbursement include all labor, materials, equipment and other contract items necessary for the proper execution and completion of the work as shown on the plans, design drawings, specifications and estimates approved by the City. Such plans, design drawings, specifications and estimates are attached hereto as Exhibit I.

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

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

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

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

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

SECTION 5: If the OWNER/LESSEE or his contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications and the terms of this Agreement, then upon written notice being given by the Director of Community and Economic Development to the OWNER/LESSEE, by certified mail to the address listed above, this

Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

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

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

investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said facade improvement(s).

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

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

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

OWNER/LESSEE

CITY OF ST. CHARLES

Mayor

ATTEST: _____

City Clerk

EXHIBIT "I"

Proposal from DK Build, Corp. dated 5/10/16

Stone veneer to be installed in regular tiers / a uniform pattern.

Per the attached rendering.

Total Estimated Cost:	\$51,100
Maximum Grant:	\$20,000



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Plan Commission Recommendation to approve a General Amendment to Title 17 of the St. Charles Municipal Code (Zoning Ordinance) pertaining to multiple provisions applicable to residential and manufacturing zoning districts.
Presenter:	Ellen Johnson

Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development – (6/13/16)		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:

Proposed is a General Amendment to address several issues with provisions in the Zoning Ordinance observed by staff. The following topics are included in this amendment, most of which are applicable to residential properties:

1. Stoop encroachment and definition of “Stoop” – Allow a 4 ft. stoop projection into a nonconforming setback in the RT Traditional Residential zoning districts.
2. Patio encroachment and definition of “Patio” – Limit the front yard setback encroachment for patios to 8 ft. (except in RT districts) and clarify that patios must be at or near grade level.
3. Definition of “Story”, “Half Story”, and “Basement” – Do not count basements as a story of a house; basements will be counted as a half story if 4 ft. above grade around the perimeter of a house.
4. Definition of “Cantilever” and “Bay Window”, and relation to building coverage – Cantilevered portions of a building which are used to increase square footage cannot encroach into the yard setbacks and will count towards the calculation of building coverage.
5. Extension of nonconforming walls – A nonconforming wall can be extended only when the existing nonconforming wall remains intact to prevent construction of a dwelling on a nonconforming foundation.
6. Rear yard coverage in RT districts – Clarify that accessory structures can occupy up to 40% of the rear yard in RT districts if a detached garage is provided in lieu of an attached garage.
7. Attached garage requirements in RT districts – Clarify how attached garage width and setbacks are measured.
8. Fences in landscape buffer yards in the M-2 district – Fences to a height of 6 ft. can be placed within landscape buffer yards in the M-2 district to provide required screening.

The proposed changes add clarification to, and simplify administration of, existing provisions regarding the topics listed above.

Plan Commission Review

Plan Commission held a public hearing on 5/17/16 and recommended approval of the General Amendment by a vote of 8-1, with two conditions:

1. Modify the definition of “Patio” to state that the patio must be within 6 inches of grade level.
2. No limitation shall be placed on patio encroachments in the RT Traditional Residential zoning districts.

Staff has modified the proposal to align with the Plan Commission’s recommendation.

Attachments: *(please list)*

Plan Commission Resolution, Staff Report, General Amendment Application

Recommendation / Suggested Action *(briefly explain):*

Plan Commission Recommendation to approve a General Amendment to Title 17 of the St. Charles Municipal Code (Zoning Ordinance) pertaining to multiple provisions applicable to residential and manufacturing zoning districts.

<i>For office use only:</i>	<i>Agenda Item Number:</i> 3j
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City of St. Charles, Illinois
Plan Commission Resolution No. 4-2016

A Resolution Recommending Approval of a General Amendment to Ch. 17.08 “Nonconformities”, Section 17.08.040 “Nonconforming Buildings and Structures”; Ch. 17.22 “General Provisions”, Section 17.22.020 “Accessory Buildings and Structures” and Section 17.22.030 “Permitted Encroachments”; and Ch. 17.30 “Definitions”, Section 17.30.030 “General Definitions” (multiple amendments applicable to residential and manufacturing zoning districts).

Passed by Plan Commission on May 17, 2016

WHEREAS, it is the responsibility of the St. Charles Plan Commission to hold public hearings and review requests for amendments to Title 17, “Zoning”; and

WHEREAS, the Plan Commission held a public hearing and has reviewed the petition for a General Amendment to Ch. 17.08 “Nonconformities”, Section 17.08.040 “Nonconforming Buildings and Structures”; Ch. 17.22 “General Provisions”, Section 17.22.020 “Accessory Buildings and Structures” and Section 17.22.030 “Permitted Encroachments”; and Ch. 17.30 “Definitions”, Section 17.30.030 “General Definitions” (multiple amendments applicable to residential and manufacturing zoning districts); and

WHEREAS, in accordance with Section 17.04.320.C, the Plan Commission has considered the following criteria for General Amendment:

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

Residential Areas Goal 1 is to, “Maintain the City’s image and desirability as a great place to live by preserving and enhancing the diversity, quality, character, safety, affordability, and appeal of residential neighborhood” (p. 22). The proposed amendment supports this goal by modifying requirements to facilitate appropriately scaled and designed structures in residential neighborhoods.

Industrial Areas objective #8 states, “Ensure that all uses are effectively screened from adjacent properties and public rights-of-way, through the use of landscaping and fencing” (p.25). The proposed amendment to allow fencing in landscape buffer yards in the M-2 district will allow this objective to be met.

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

The proposed amendment supports the following purpose statements listed in Ch. 17.02 of the Zoning Ordinance:

- Protecting the character of established residential neighborhoods.
- Minimizing the impact of unavoidable nuisance-producing uses.
- Implementing the goals and objective s of the St. Charles Comprehensive Plan.

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

The proposed amendment adds clarification to existing requirements.

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

The proposed amendment clarifies existing requirements, making the subject provisions easier to understand for both staff and the general public, which will allow for more consistent interpretation of zoning requirements.

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

The amendment will cause a small number of existing properties and or structures to be nonconforming in terms of certain zoning requirements. However, these structures will not be required to come into conformance with the new requirements, per the authority to continue granted in Ch. 17.08 “Nonconformities”.

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

The proposed amendment will apply to all similarly zoned property in the City.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to City Council approval of a General Amendment to Ch. 17.08 “Nonconformities”, Section 17.08.040 “Nonconforming Buildings and Structures”; Ch. 17.22 “General Provisions”, Section 17.22.020 “Accessory Buildings and Structures” and Section 17.22.030 “Permitted Encroachments”; and Ch. 17.30 “Definitions”, Section 17.30.030 “General Definitions” (multiple amendments applicable to residential and manufacturing zoning districts), subject to the following conditions:

1. 17.30.030: The definition of “Patio” shall be modified to state that the patio must be within 6 inches of grade level.
2. 17.22.030: No limitation shall be placed on patio encroachments in the RT Traditional Residential zoning districts.

Roll Call Vote:

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

Nays: Spruth

Abstain:

Absent:

Resolution 4-2016
Page 3

Motion Carried: 8-1

PASSED, this 17th day of May 2016.

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 and Development Committee

FROM: Ellen Johnson, Planner

RE: Application for a General Amendment to Title 17 of the City Code (Zoning Ordinance) pertaining to multiple provisions applicable to residential and manufacturing zoning districts

DATE: June 7, 2016

I. GENERAL INFORMATION

Project Name: General Amendment – Multiple Sections
Applicant: City of St. Charles
Purpose: Clarify and simplify existing provisions

II. BACKGROUND

This General Amendment addresses several issues with provisions in the Zoning Ordinance observed by staff, most of which are applicable to residential properties. The following topics are included:

1. Stoop encroachment and definition of “Stoop”.
2. Patio encroachment and definition of “Patio”.
3. Definition of “Story”, “Half Story”, and “Basement”.
4. Definition of “Cantilever” and “Bay Window”, and relation to building coverage.
5. Extension of nonconforming walls.
6. Rear yard coverage in RT districts.
7. Attached garage requirements in RT districts.
8. Fences in landscape buffer yards in the M-2 district.

III. ANALYSIS & PROPOSAL

1. Stoop encroachment and definition of “Stoop”:

Proposal:

- a. Ch. 17.22 “General Provisions”, Table 17.22-3 “Permitted Encroachments”. Separate “Stoops” from “Porches, Unenclosed” on the table. Add encroachment information for Stoops:

Type	Front Yards, Ext. Side Yards, Rear Yards of Through Lots	Interior Side Yards	Rear Yards	Landscape Buffer Yards
Stoop	P, maximum 8 ft. encroachment; In RT Districts, maximum 4 ft. encroachment from a structure that has a nonconforming front yard or exterior side yard setback.	P, minimum as required by building code	P, 3 ft. from lot line	NP

- b. Ch. 17.30 “Definitions”, Section 17.30.030 “General Definitions”: Add definition of “Stoop”:

Stoop. *A structure immediately adjoining an exterior wall of a building, which is designed for the sole purpose of providing access into the building, is not covered by a roof or eaves, and is completely open on all sides not adjoining an exterior wall of a building, except for railings.*

Explanation: Currently, unenclosed porches and stoops are grouped together in the table of permitted setback encroachments. Both types of structures can encroach up to 8 ft. into the required front yard or exterior side yard setback. However, when a structure has a nonconforming setback and is therefore closer to the lot line, this reduces the allowable width for a porch or stoop. This issue exists mainly in the RT Traditional Residential zoning districts, which are the older residential neighborhoods surrounding downtown, where nonconforming setbacks are common.

The proposed amendment separates stoops from unenclosed porches in the table of permitted setback encroachments. It continues to allow an 8 ft. encroachment for stoops, but adds that in RT zoning districts, stoops can project up to 4 ft. from a structure with a nonconforming setback, regardless of the extent of the nonconforming setback. This will allow for a useable front access point to homes that were constructed closer to the lot line than permitted under the current Zoning Ordinance. The proposed amendment also adds a definition of “Stoop” to the Zoning Ordinance. Per this definition, a stoop is distinct from an unenclosed porch in that a stoop is uncovered and is designed for the sole purpose of providing access to the house.

**See attachment for definitions and encroachment information for related projections.*

2. Patio encroachment and definition of “Patio”:

Proposal:

- a. Ch. 17.22 “General Provisions”, Table 17.22-3 “Permitted Encroachments”. Separate “Patio” from Sidewalks and Walkways. Add encroachment information for Patios:

Type	Front Yards, Ext. Side Yards, Rear Yards of Through Lots	Interior Side Yards	Rear Yards	Landscape Buffer Yards
Patio	P, maximum 8 ft. encroachment; P in RT districts	P, 3 ft. from lot line; P in RT districts	P, 3 ft. from lot line; P in RT districts	NP

- b. Ch. 17.30 “Definitions”, Section 17.30.030 “General Definitions”:
- o Amend definition of “Patio” (changes are underlined):
Patio. *An open, hard surfaced area within 6 inches of grade level designed and intended for outdoor sitting, dining, socializing, or recreational use by people and not as a parking space.*
 - o Amend definition and term for “Deck” (changes are underlined):

Deck/Raised Patio. *An accessory structure that may be attached or unattached to the principal building, which is open to the sky and provides a platform that is raised above the ground. This definition shall not include Patio, as defined herein.*

Explanation: Currently, patios are grouped with sidewalks and walkways in the table of permitted setback encroachments. There is no limitation on the extent to which patios, sidewalks and walkways can encroach into any yard. Also, based on the current definition of a patio, a hard surface that is raised can be considered a patio. Therefore theoretically, a patio raised above grade could cover a property’s entire front, rear, and/or side yard.

The proposed amendment clarifies that patios must be within 6 inches of grade level, and can encroach only 8 ft. into the front or exterior side yard, which is the same permitted encroachment as an unenclosed porch. Patios can be up to 3 ft. from the side and rear lot lines, which is the same as the limitation for decks. For RT districts, no encroachment limitation is proposed for patios, due to the smaller lot sizes in those districts and more common occurrence of nonconforming setbacks. Raised patios are classified under the same category as decks, and therefore must meet the existing setback requirements for decks.

3. Definition of “Story”, “Half Story”, and “Basement”:

Proposal:

a. Ch. 17.30 “Definitions”, Section 17.30.030 “General Definitions”:

- Amend definition of “Story” (changes are underlined):

Story. *That portion of a building included between the surface of a floor and the surface of the floor next above, or if there is no floor above, the space between the floor and the ceiling or roof above it. A basement ~~shall be counted as a story for the purposes of this Title; a cellar~~ shall not be counted as a story, but may be considered a Half Story as defined herein. ~~but shall be included in any calculation of gross floor area if it otherwise meets the applicable criteria.~~*

- Amend definition of “Story, Half” (changes are underlined) :

Story, Half. *A partial story that meets one of the following definitions:*

1. A partial story above a full story and underneath one or more sloping roofs, meeting the following criteria:

a. Total wall height above the first floor level shall not exceed an average of 13 ft., measured along walls that intersect the roof plane, as shown in Figure 17.30-4. A garage floor level shall be calculated at the height of the first floor immediately adjacent to the garage. For a half story located above a second floor, the wall height shall be measured from the second floor level.

b. The total horizontal width of all projections out of the half-story roof plane shall not exceed 60% of the total horizontal length of the half story roof. Roof length shall be measured horizontally along all walls that intersect the roof, as shown in Figure 17.30-4. Projections include window dormers, shed dormers, wall projections up through the roof eave line, and other projections that do not extend out beyond the roof eave line.

2. A basement below a full story that has four (4) feet or more of its clear floor-to-ceiling height above the average grade of the adjoining ground around the

full perimeter of the structure. A walkout or lookout basement that does not meet this criteria shall not be considered a half story.

- Amend definition of “Basement” (change are underlined):
***Basement.** A portion of a building located partly or wholly underground. ~~If where~~ four (4) feet or more of its clear floor-to-ceiling height is above the average grade of the adjoining ground around the full perimeter of the structure, a basement shall be considered a half story.*
- Delete definition of “Cellar”.

Explanation: Proposed is removal of the term “Cellar” in the definitions chapter. The term is outdated and is not referred elsewhere in the zoning ordinance or used in the building code. The proposed definition of basement refers to all levels partially below grade as basements.

Under the current definition of story, basements are counted as a story of a structure. In practice, staff has not counted basements as a story. The residential zoning districts restrict building height based on the number of stories. Including a basement as a story would restrict home design and size.

Based on the proposed amendment, a basement would be counted as a half-story when it is 4 ft. or more above grade around the full perimeter of the structure. Also, the ordinance does not address walkout or lookout basements. Per the proposed amendment, a walkout or lookout basement would be considered a half story only if it meets the 4 ft. threshold. Otherwise, it would not be counted as a half or full story. This allows for flexibility in design of homes built on lots with significant changes in grade.

4. Definition of “Cantilever” and “Bay Window”, and relation to building coverage:

Proposal:

- a. Ch. 17.22 “General Provisions”, Table 17.22-3 “Permitted Encroachments”. Add “Cantilever” to the table, with encroachment information:

Type	Front Yards, Ext. Side Yards, Rear Yards of Through Lots	Interior Side Yards	Rear Yards	Landscape Buffer Yards
Cantilever	NP	NP	NP	NP

- b. Ch. 17.30 “Definitions”, Section 17.30.030 “General Definitions”:

- Add definition of “Cantilever”:
***Cantilever.** A projecting portion of a building without a foundation which provides additional floor area within the interior of a building. A Cantilever is distinct from a Bay Window, which does not provide additional floor area.*
- Amend definition of “Bay Window” (changes are underlined):
***Bay Window.** A window which projects outward from the building wall, and does not rest on the building foundation or on the ground. A wall projection with a window(s) that provides additional floor area for the structure shall be considered a Cantilever, as defined herein.*

- Amend definition of “Building Coverage” (changes are underlined):
Building Coverage. *A measure of intensity of land use that represents the portion of a site that is covered by a principal building or buildings including attached garages and enclosed porches, and accessory buildings including detached garages and any other enclosed accessory building in excess of 150 square feet of Lot Coverage. Building coverage shall also include cantilevered portions of a building that extend beyond the footprint of a structure, including portions cantilevered over an open front porch. Building Coverage shall be measured at the outer edge of the foundation line, or at the outer wall surface or support column in the case of a post, other non-continuous foundation, or cantilever, excluding projections for bay windows or chimneys. Building coverage shall not include unenclosed porches, decks, or unenclosed accessory structures such as gazebos, swimming pools, or tennis and sports courts.*

Explanation: Currently, the ordinance does not address cantilevered portions of a structure, thus it is unclear whether cantilevers should be permitted to encroach into the yard setbacks and if cantilevers should count towards the calculation of building coverage. Due to this ambiguity, staff has observed situations where the building coverage limitation is circumvented by cantilevering a portion of the second floor beyond the first floor footprint to gain additional floor area. Also, under the current definition of bay window and the fact that bay windows are not included in the calculation of building coverage, builders have been able to increase the floor area of a structure by adding projections that include windows which are cantilevered nearly down to the ground. The proposed definitions of bay window and cantilever clarifies that such projections are considered a cantilever, and cantilevers are included in the calculation of building coverage.

5. Extension of nonconforming walls:

Proposal:

- a. Ch. 17.08 “Nonconformities”, Section 17.08.040 “Nonconforming Buildings and Structures”. Add the following language (changes are underlined):

“C. Additions and Enlargements

A building or structure, which is nonconforming with respect to its bulk, shall not be enlarged or added on to unless the addition does not create any new nonconformity or increase the degree of any existing nonconformity, except as follows: Where a wall of an existing single-family or two-family building is nonconforming with respect to the minimum yard or setback requirement, the nonconforming wall may be extended vertically and/or horizontally by adding to the existing building, subject to the following:

1. The existing nonconforming wall exclusive of a foundation wall must remain intact.
2. The wall extension shall not be any closer to the lot line than the existing nonconforming wall.
3. The extended building wall shall not create any additional nonconformities on the site.
4. The maximum building coverage and building height shall not be exceeded.

This section shall not permit the construction of a dwelling on a nonconforming foundation.”

Explanation: The proposed amendment clarifies that a nonconforming wall can be extended only when the existing nonconforming wall remains intact. Staff has observed situations in which a builder tears down a structure that has a nonconforming setback but retains the foundation wall, and then constructs a new structure on the nonconforming foundation in

order to avoid meeting current setback requirements. The proposed amendment clarifies the intent of this section, which is to permit building additions to nonconforming structures.

6. Rear yard coverage in RT districts:

Proposal:

- a. Ch. 17.22 “General Provisions”, Section 17.22.020 “Accessory Buildings and Structures”. Amend the following (changes are underlined):

“**A.2.** The combined lot coverage of all detached accessory buildings and structures located within a required rear yard shall not occupy more than thirty percent (30%) of the required rear yard. For lots within an RT district, if a detached garage is provided in lieu of an attached garage, all structures in the rear yard may occupy up to lot coverage for a detached garage structure may exceed 30% of the required rear yard to accommodate a 600 square foot detached garage structure, provided all structures in the rear yard do not occupy more than 40% of the required rear yard.”

Explanation: The purpose of this provision is to allow additional rear yard lot coverage in RT zoning districts to accommodate and incentivize detached garages due to the smaller lot sizes in these districts. However, the current language is unclear whether the increased lot coverage is only allowed to accommodate a new garage, or if 40% is allowed to accommodate additional structures, such as sheds, when a detached garage already exists. The proposed amendment clarifies and simplifies this requirement by stating that wherever a detached is provided instead of an attached garage, all structures may occupy up to 40% of the rear yard.

7. Attached garage requirements in RT districts:

Proposal:

- a. Ch. 17.22 “General Provisions”, Section 17.22.020 “Accessory Buildings and Structures”. Amend the following (changes are underlined):

“**B.5.** In the RT-1, RT-2, RT-3, RT-4, and CBD-2 Districts, the width of an attached private garage door opening for a one or two family dwelling with an overhead door facing a street shall not exceed fifty percent of the width of the dwelling including the garage door opening, as measured along the front building line or exterior side building line that it faces. For corner lots, this restriction shall only apply along the lot line facing the primary front door entry into the building, as determined by the Building Commissioner.”

Explanation: The current language does not specify how to determine which part of the garage should be included in the calculation for determining if the 50% garage width limitation for attached, front-loaded garages is met. The proposed amendment clarifies that only the width of the garage door itself is included when calculating this requirement. In practice, staff has counted only the width of the garage door opening in this calculation.

Proposal:

- b. Ch. 17.22 “General Provisions”, Section 17.22.020 “Accessory Buildings and Structures”. Amend the following (changes are underlined):

“**B.6.** In the RT-1, RT-2, RT-3, RT-4, and CBD-2 Districts, attached private garages for one and two family dwellings with an overhead door facing a street shall be set back from the front lot line or exterior side lot line that it faces at least five (5) feet more than a the

remainder of the dwelling walls, or b) the front of an unenclosed porch that extends along at least 75% of the length of the remainder of the dwelling walls adjacent to the garage door. For corner lots, this requirement shall apply to at least one of the building lines facing the street, and shall apply to the other building line only when the width of an overhead door or doors facing a street is less than sixty-six (66) percent of the width of the dwelling including the garage, as measured along the front or exterior building line that it faces.”

Explanation: The proposed amendment clarifies that, to meet the requirement that an attached, front-loaded garage be set back 5 ft. from the house, the 5 ft. can be measured either from the dwelling wall, or from an unenclosed porch that is adjacent to the garage. This will allow for greater flexibility in meeting this requirement. In practice, staff has allowed the 5 ft. setback to be measured from an unenclosed porch.

8. Fences in landscape buffer yards in the M-2 district:

Proposal:

- a. Ch. 17.22 “General Provisions”, Table 17.22-2 “Fence Height Exceptions”. Add the following to the table:

Exception	Maximum Allowable Fence Heights	Where Exception Applies
Fences within Landscape Buffer Yards	6 feet 4 inches	M-2 District

Explanation: Landscape buffer yards are required in certain zoning districts when a property abuts or is across a street from residential property. In the M-2 district, screening by means of landscaping, fencing, or decorative walls must be provided to a height of at least 6 ft. along public streets within the landscape buffer yard. However, the ordinance currently does not allow for fences to be placed within landscape buffer yards, and therefore fences cannot be used to provide the required screening. The proposed amendment will correct this issue by permitting fences to a height of 6 ft. 4 in. within landscape buffer yards in the M-2 district.

The ordinance was amended in 2015 to allow a reduced landscape buffer yard in of 40 ft. where a property abuts a collector or arterial right-of-way of at least 80 ft. in the M-2 district. The fence regulations should have been adjusted at that time.

V. PLAN COMMISSION RECOMMENDATION

The Plan Commission held a public hearing for the General Amendment on 5/17/16. The Commission voted 9-1 to recommend approval, subject to the following conditions:

1. The proposed definition of “Patio” should be modified to state that the patio must be within 6 in. of grade level.
2. There should be no limitation on patio encroachments in the RT districts.

Staff has revised the proposal to align with the Plan Commission’s recommendation.

VI. ATTACHMENTS

- Definitions and encroachment information for related projections
- Application for General Amendment, filed by staff on 4/21/16

Type	Front Yards, Ext. Side Yards, Rear Yards of Through Lots	Interior Side Yards	Rear Yards	Landscape Buffer Yards
Porches and Stoops, Unenclosed	P, maximum 8 ft. encroachment	NP	P, maximum 8 ft. encroachment	NP
Decks	NP	P, min. 3 ft. from lot line	P, min. 3 ft. from lot line	NP
Sidewalks, walkways and patios	P	P	P	P
<u>Stoop (proposed)</u>	P, maximum 8 ft. encroachment; In RT Districts, maximum 4 ft. encroachment from a structure that has a nonconforming front yard or exterior side yard setback.	P, minimum as required by building code	P, 3 ft. from lot line	NP
<u>Patio (proposed)</u>	P, maximum 8 ft. encroachment; P in RT districts	P, 3 ft. from lot line; P in RT districts	P, 3 ft. from lot line; P in RT districts	NP
Stairways and Steps, 4 ft. high or less, extending not more than 30 in. into the required yard or, if there is a front porch, 30 in. from the porch	P	P	P	P

Porch, Unenclosed: A structure immediately adjoining and projecting from an exterior wall of a building, which as direct access into the building, is covered by a roof or eaves, and is completely open on all sides not adjoining an exterior wall of a building, except for railings and columns.

Stoop (proposed): A structure immediately adjoining and projecting from an exterior wall of a building, which is designed for the sole purpose of providing access into the building, is not covered by a roof or eaves, and is completely open on all sides not adjoining an exterior wall of a building, except for railings and columns.

Deck: An accessory structure that may be attached or unattached to the principal building, which is open to the sky and provides a platform that is raised above the ground.

Patio: An open, hard surfaced area within 6 inches of grade level designed an intended for outdoor sitting, dining, socializing, or recreational use by people and not as a parking space.

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

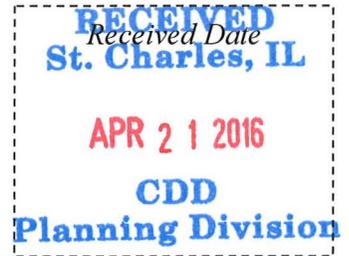


COMMUNITY & ECONOMIC DEV./PLANNING DIVISION

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

GENERAL AMENDMENT APPLICATION

CITYVIEW	
Project Name:	GA - Multiple sections 2016
Project Number:	2016 -PR- 004
Application Number:	2016 -AP- 009



Instructions:

To request an amendment to the text of the St. Charles Zoning Ordinance (City Code Title 17), complete this application and submit it with all required attachments to the Planning Division.

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

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

Applicant:	Name	City of St. Charles	Phone	630-377-4443
	Address	2 E. Main St. St. Charles, IL 60174	Fax	630-377-4062
			Email	ejohnson@stcharlesil.gov

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.

- 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. (For a General Amendment application only: \$1,000 deposit.)
- FINDINGS:** Fill out the attached form or submit responses on a separate sheet.

□ **WORDING OF THE REQUESTED TEXT AMENDMENT**

What is the amendment regarding?

Adding clarification to several zoning provisions.

What sections are proposed for amendment?

Chapters(s): 17.08, 17.22, 17.30

Section(s): 17.08.040, 17.22.020, 17.22.030, 17.30.030

The wording of the proposed amendment: Insert below or attached wording on a separate page.

See attached.

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.

Ellen Johnson
Applicant

4/21/16
Date

Ch. 17.08 “Nonconformities”, Section 17.08.040 “Nonconforming Buildings and Structures”, Section C:

C. Additions and Enlargements

A building or structure, which is nonconforming with respect to its bulk, shall not be enlarged or added on to unless the addition does not create any new nonconformity or increase the degree of any existing nonconformity, except as follows: Where a wall of an existing single-family or two-family building is nonconforming with respect to the minimum yard or setback requirement, the nonconforming wall may be extended vertically and/or horizontally by adding to the existing building, subject to the following:

1. The existing nonconforming wall exclusive of a foundation wall must remain intact.
2. The wall extension shall not be any closer to the lot line than the existing nonconforming wall.
3. The extended building wall shall not create any additional nonconformities on the site.
4. The maximum building coverage and building height shall not be exceeded.

This section shall not permit the construction of a dwelling on a nonconforming foundation.

Ch. 17.22 “General Provisions”, Section 17.22.020 “Accessory Buildings and Structures”, Section A.2:

The combined lot coverage of all detached accessory buildings and structures located within a required rear yard shall not occupy more than thirty percent (30%) of the required rear yard. For lots within an RT district, if a detached garage is provided in lieu of an attached garage, all structures in the rear yard may occupy up to lot coverage for a detached garage structure may exceed 30% of the required rear yard to accommodate a 600 square foot detached garage structure, provided all structures in the rear yard do not occupy more than 40% of the required rear yard.

Ch. 17.22 “General Provisions”, Section 17.22.020 “Accessory Buildings and Structures”, Section B.5-6:

5) In the RT-1, RT-2, RT-3, RT-4, and CBD-2 Districts, the width of an attached private garage for a one or two family dwelling with an overhead door facing a street shall not exceed fifty percent of the width of the dwelling including the garage door opening, as measured along the front building line or exterior side building line that it faces. For corner lots, this restriction shall only apply along the lot line facing the primary front door entry into the building, as determined by the Building Commissioner.

6) In the RT-1, RT-2, RT-3, RT-4, and CBD-2 Districts, attached private garages for one and two family dwellings with an overhead door facing a street shall be set back from the front lot line or exterior side lot line that it faces at least five (5) feet more than, a) the remainder of the dwelling walls, or b) the front of an unenclosed porch that extends along at least 75% of the length of the remainder of the dwelling walls adjacent to the garage door. For corner lots, this requirement shall apply to at least one of the building lines facing the street, and shall apply to the other building line only when the width of an overhead door or doors facing a street is less

than sixty-six (66) percent of the width of the dwelling including the garage, as measured along the front or exterior building line that it faces.

Ch. 17.22 “General Provisions”, Section 17.22.020 “Accessory Buildings and Structures, Section C.3, Table 17.22-2 “Fence Height Exceptions”- Add Landscape Buffer Yards:

Exception	Maximum Allowable Fence Heights	Where Exception Applies
Landscape Buffer Yards	6 feet 4 inches	M-2 District

Ch. 17.22 “General Provisions”, Section 17.22.030 “Permitted Encroachments”, Table 17.22-3 “Permitted Encroachments”

Separate Porches, unenclosed, and Stoop:

Type	Front Yards, Ext. Side Yards, Rear Yards of Through Lots	Interior Side Yards	Rear Yards	Landscape Buffer Yards
Stoop	P, maximum 8 ft. encroachment; In RT Districts, maximum 4 ft. encroachment from a structure that has a nonconforming front yard or exterior side yard setback.	P, minimum as required by building code	P, 3 ft. from lot line	NP

Separate Patios from Sidewalks and walkways:

Type	Front Yards, Ext. Side Yards, Rear Yards of Through Lots	Interior Side Yards	Rear Yards	Landscape Buffer Yards
Patio	P, maximum 8 ft. encroachment; P in RT districts	P, 3 ft. from lot line; P in RT districts	P, 3 ft. from lot line; P in RT districts	NP

Add Cantilever:

Type	Front Yards, Ext. Side Yards, Rear Yards of Through Lots	Interior Side Yards	Rear Yards	Landscape Buffer Yards
Cantilever	NP	NP	NP	NP

Ch. 17.30 “Definitions”, Section 17.30.030 “General Definitions” - Delete definition of Cellar; add definition of Stoop and Cantilever, and amend definition of Patio, Deck, Story, Story, Half, Basement, Bay Window, Building Coverage :

~~**Cellar.** The portion of a building located partly or wholly underground, and having half or more than half of its clear floor-to-ceiling height below the average grade of the adjoining ground.~~

Stoop. A structure immediately adjoining an exterior wall of a building, which is designed for the sole purpose of providing access into the building, is not covered by a roof or eaves, and is completely open on all sides not adjoining an exterior wall of a building, except for railings.

Cantilever. A projecting portion of a building without a foundation which provides additional floor area within the interior of a building. A Cantilever is distinct from a Bay Window, which does not provide additional floor area.

Patio. An open, hard surfaced area within 6 inches of grade level designed and intended for outdoor sitting, dining, socializing, or recreational use by people and not as a parking space.

Deck/Raised Patio. An accessory structure that may be attached or unattached to the principal building, which is open to the sky and provides a platform that is raised above the ground. This definition does not include Patio, as defined herein.

Story. That portion of a building included between the surface of a floor and the surface of the floor next above, or if there is no floor above, the space between the floor and the ceiling or roof above it. A basement ~~shall be counted as a story for the purposes of this Title;~~ a cellar shall not be counted as a story, but may be considered a Half Story as defined herein. ~~but shall be included in any calculation of gross floor area if it otherwise meets the applicable criteria.~~

Story, Half. A partial story that meets one of the following definitions:

1. A partial story above a full story and underneath one or more sloping roofs, meeting the following criteria:
 - a. Total wall height above the first floor level shall not exceed an average of 13 ft., measured along walls that intersect the roof plane, as shown in Figure 17.30-4. A garage floor level shall be calculated at the height of the first floor immediately adjacent to the garage. For a half story located above a second floor, the wall height shall be measured from the second floor level.
 - b. The total horizontal width of all projections out of the half-story roof plane shall not exceed 60% of the total horizontal length of the half story roof. Roof length shall be measured horizontally along all walls that intersect the roof, as shown in Figure 17.30-4. Projections include window dormers, shed dormers, wall projections up through the roof eave line, and other projections that do not extend out beyond the roof eave line.

2. A basement below a full story that has four (4) feet or more of its clear floor-to-ceiling height above the average grade of the adjoining ground around the full perimeter of the structure. A walkout or lookout basement that does not meet this criteria shall not be considered a half story.

Basement. A portion of a building located partly or wholly underground. ~~If where~~ four (4) feet or more of its clear floor-to-ceiling height is above the average grade of the adjoining ground around the full perimeter of the structure, a basement shall be considered a half story.

Bay Window. A window which projects outward from the building wall, and does not rest on the building foundation or on the ground. A wall projection with a window(s) that provides additional floor area for the structure shall be considered a Cantilever, as defined herein.

Building Coverage. A measure of intensity of land use that represents the portion of a site that is covered by a principal building or buildings including attached garages and enclosed porches, and accessory buildings including detached garages and any other enclosed accessory building in excess of 150 square feet of Lot Coverage. Building coverage shall also include cantilevered portions of a building that extend beyond the footprint of a structure, including portions cantilevered over an open front porch. Building Coverage shall be measured at the outer edge of the foundation line, or at the outer wall surface or support column in the case of a post, other non-continuous foundation, or cantilever, excluding projections for bay windows or chimneys. Building coverage shall not include unenclosed porches, decks, or unenclosed accessory structures such as gazebos, swimming pools, or tennis and sports courts.

FINDINGS OF FACT – GENERAL AMENDMENT



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

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

See attached.

Amendment Description/Ordinance Section Number

Date

From the Charles Zoning Ordinance, Section 17.04.320.C:

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

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

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

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

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

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

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

Findings of Fact

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

Residential Areas Goal 1 is to, "Maintain the City's image and desirability as a great place to live by preserving and enhancing the diversity, quality, character, safety, affordability, and appeal of residential neighborhood" (p. 22). The proposed amendment supports this goal by modifying requirements to facilitate appropriately scaled and designed structures in residential neighborhoods.

Industrial Areas objective #8 states, "Ensure that all uses are effectively screened from adjacent properties and public rights-of-way, through the use of landscaping and fencing" (p.25). The proposed amendment to allow fencing in landscape buffer yards in the M-2 district will allow this objective to be met.

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

The proposed amendment supports the following purpose statements listed in Ch. 17.02 of the Zoning Ordinance:

- Protecting the character of established residential neighborhoods.
- Minimizing the impact of unavoidable nuisance-producing uses.
- Implementing the goals and objectives of the St. Charles Comprehensive Plan.

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

The proposed amendment adds clarification to existing requirements.

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

The proposed amendment clarifies existing requirements, making the subject provisions easier to understand for both staff and the general public, which will allow for more consistent interpretation of zoning requirements.

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

The amendment will cause a small number of existing properties and or structures to be nonconforming in terms of certain zoning requirements. However, these structures will not be required to come into conformance with the new requirements, per the authority to continue granted in Ch. 17.08 "Nonconformities".

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

The proposed amendment will apply to all similarly zoned property in the City.