

**AGENDA**  
**CITY OF ST. CHARLES**  
**PLANNING & DEVELOPMENT COMMITTEE**  
**ALD. PAUL LENCIONI – CHAIR**  
**MONDAY, JUNE 10, 2024 - 7:00 PM**  
**CITY COUNCIL CHAMBERS**  
**2 E. MAIN STREET**

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. OMNIBUS VOTE**

**Items with an asterisk (\*)** are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.

**4. COMMUNITY & ECONOMIC DEVELOPMENT**

- a. Plan Commission Recommendation to approve an Amendment to Special Use for Planned Unit Development and PUD Preliminary Plan for Fox Haven Square (Stuart’s Crossing PUD).
- b. Historic Commission Recommendation to approve a Façade Improvement Grant Agreement for 619 W Main St.
- c. Historic Commission Recommendation to approve a Façade Improvement Grant Agreement for 201 E Main St.
- \*d. Historic Commission Recommendation to approve a Façade Improvement Grant Agreement for 405 W Main St.
- \*e. Recommendation to approve Plat of Vacation for 407 S 5<sup>th</sup> St.
- \*f. Recommendation to Authorize Execution of a Real Estate Contract between the City of St. Charles and Habitat for Humanity of Northern Fox Valley for Conveyance of 1417 Dean Street
- \*g. Recommendation to Approve and Execute an Acceptance Resolution for Public Utility for Prairie Centre – 2060 Lincoln Hwy
- \*h. Recommendation to Approve and Execute an Acceptance Resolution for Public Utility for 7 S. 2<sup>nd</sup> Ave.

- i. Recommendation to approve a Memorandum of Understanding with the Kane DuPage Soil & Water Conservation District regarding Erosion Control Services
- j. Recommendation to approve to Waive the Formal Bid Procedure and Approve a Resolution to Authorize a Professional Services Agreement with TPI Building and Code Consultants Inc. for Inspection and Plan Review Services

**5. PUBLIC COMMENT**

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

**7. EXECUTIVE SESSION**


- Personnel – 5 ILCS 120/2(c)(1)
- Pending, 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)

**8. ADJOURNMENT**

*ADA Compliance*

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844 (TDD), or via e-mail at [jmcmahon@stcharlesil.gov](mailto:jmcmahon@stcharlesil.gov). Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).



	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 4a
	Title:	<b>Plan Commission recommendation to approve an Amendment to Special Use for Planned Unit Development and PUD Preliminary Plan for Fox Haven Square (Stuart’s Crossing PUD).</b>	
	Presenter:	<b>Ellen Johnson, Planner</b>	
<b>Meeting:</b> Planning & Development Committee		<b>Date:</b> June 10, 2024	
<b>Proposed Cost:</b> \$		<b>Budgeted Amount:</b> \$	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>Greco Investment Management LLC has filed applications for Special Use (PUD Amendment) and PUD Preliminary Plan, seeking approval of a commercial development on the vacant 7.5-acre parcel in the Stuart’s Crossing PUD. The property is located south of the Jewel on Kirk Road. The proposal includes:</p> <ul style="list-style-type: none"> <li>• Three restaurant/retail buildings clustered around a plaza at the east end of the site.</li> <li>• Pickleball facility with restaurant at the south end.</li> <li>• Approx. 70,000 total building square footage.</li> <li>• Parking in front along Kirk Road.</li> <li>• Access from existing driveways off E. Main Street and Kirk Road, and through the Jewel site to Foxfield Dr.</li> <li>• New cross-access connection to the Charlestowne Mall property.</li> <li>• Monument signage package for the entire center, including architectural entry features.</li> </ul> <p>A Concept Plan similar to the proposal was reviewed in Sept. 2023.</p>			
<b>Plan Commission Review</b>			
<p>Plan Commission held a public hearing on 6/4/24. Commissioners were enthusiastic about the project, and appreciative of the applicant’s commitment to address the remaining staff comments. Plan Commission unanimously recommended approval, subject to resolution of outstanding staff comments as listed in the Staff Report. Two items of note:</p> <ol style="list-style-type: none"> <li>1. <u>Building 4 Elevations</u> – The Pickleball facility is early in the design process. Staff has a number of comments on the exterior. Comments are aimed at enhancing the appearance of the building due to its visibility, size, and siding material (metal panels). The applicant has indicated that they intend to work with the pickleball tenant and staff to revise the design, but stay within the theme of the architectural style. (Note- If the revised elevations are not finalized before the rest of the project is ready for a final City Council vote, the revised elevations could be provided at a later date and presented for review and approval by Plan Commission and P&amp;D Committee.)</li> <li>2. <u>Kirk Road Sidewalk</u> – Staff has requested public sidewalk be provided along the development’s Kirk Road frontage, and possibly extending south along the bank property, to the Rt 64 ROW. Based on feedback from KDOT, a sidewalk extending south would trigger a requirement for cross-walks at Kirk/Rt 64. At Plan Commission, it was discussed that instead extending sidewalk to the north along the Jewel property to Foxfield Drive would be more feasible and desirable from a pedestrian connectivity standpoint. The developer has agreed to provide sidewalk along the development frontage. They intend to include the off-site sidewalk along the Jewel property in a sales tax incentive request for off-site improvements. The incentive request will also include the new cross-access to the Mall property.</li> </ol>			
<b>Attachments</b> (please list):			
Plan Commission Resolution, Staff Report, Applications, Plans			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Recommendation to approve an Amendment to Special Use for Planned Unit Development and PUD Preliminary Plan for Fox Haven Square (Stuart’s Crossing PUD), subject to resolution of outstanding staff comments, prior to City Council action.			

**City of St. Charles, Illinois**  
**Plan Commission Resolution No. 9-2024**

**A Resolution Recommending Approval of an Amendment to Special Use for  
Planned Unit Development and PUD Preliminary Plan for Fox Haven Square,  
Stuart's Crossing PUD Lot 4 (Greco Investment Management LLC)**

**Passed by Plan Commission on June 4, 2024**

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

WHEREAS, the Plan Commission held a public hearing and reviewed the Application for Special Use for PUD (PUD Amendment) and PUD Preliminary Plan for Fox Haven Square, Stuart's Crossing PUD Lot 4 (Greco Investment Management LLC); and,

WHEREAS, in accordance with Section 17.04.410.D.3, the Plan Commission finds the Special Use for PUD to be in the public interest based on the following criteria for Planned Unit Developments:

CRITERIA FOR PLANNED UNIT DEVELOPMENTS (PUDs)

- 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**

The site improvements are proposed on vacant land which is under utilized in a highly commercial area of the City. These buildings and improvements will attract additional businesses and serve the City and surrounding communities. There is a proposed outdoor plaza and seating area which will promote social interaction. In

addition, the increased consumer traffic will improve the accessibility to existing businesses in the area, bringing in increased activity and revenue to the City.

**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.**

The amendment to the PUD will provide additional community amenities in the form of an outdoor plaza/seating area which will promote increased social interaction. Proposed landscaping will provide natural feels and proposed permeable pavers within the parking lot promote positive stormwater management principles.

**iii. The proposed PUD conforms with the standards applicable to Special Use (Section 17.04.330.C.2):**

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

The site is surrounded by existing commercial retail which is currently serving the public. The improvements will increase public usage and convenience.

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

The project site was originally part of the Stuart's Crossing PUD, which provided detention and infrastructure for future development.

- 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.**

The site is surrounded by existing commercial retail. The proposed commercial buildings will not impact the surrounding businesses in a negative way.

**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 site is surrounded by existing commercial retail, therefore will not impede on normal and orderly development of the surrounding property.

**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.**

The site is within an existing commercial area, therefore will not change the demographics of the surrounding businesses and will not be detrimental to the public.

**F. Conformance with Codes: That the proposed Special Use conforms to all applicable provisions of the St. Charles Municipal Code and meets or exceeds all applicable provisions of this Title, except as may be varied pursuant to a Special Use for Planned Unit Development.**

The development will conform to existing and approved provisions as applicable to the existing PUD and the City codes.

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

The proposed development will utilize vacant space to attract additional businesses which can be accessed by the City and surrounding communities. This will attract consumers and bring additional revenue to the City.

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

The proposed commercial retail development is within an existing commercial area of the City, therefore will not impact the purpose and intent of the Comprehensive Plan.

WHEREAS, the Plan Commission finds said PUD Preliminary Plan to be in conformance with the applicable PUD and Zoning Ordinance requirements, except as varied per the application for Special Use for PUD (PUD Amendment), subject to resolution of any outstanding staff review comments.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to the City Council approval of an Amendment to Special Use for Planned Unit Development and

Resolution No. 9-2024  
Page 4

PUD Preliminary Plan for Fox Haven Square, Stuart's Crossing PUD Lot 4 (Greco Investment Management LLC), subject to resolution of staff comments.

Roll Call Vote:

Ayes: Moad, Lawson, Wiese, Ewoldt, Rosenberg, Gruber, Fitzgerald, Vargulich

Nays:

Absent: Funke

Motion carried: 8-0

PASSED, this 4th day of June 2024.

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Chairman  
St. Charles Plan Commission



<b>Applicant:</b>	Greco Investment Management LLC
<b>Property Owner:</b>	SVAP III Stuart's Crossing Vacant Lot LLC & SVAP III Stuart's Crossing Small Shops LLC
<b>Location:</b>	East side of N Kirk Rd., north of Rt. 64, south of Jewel
<b>Purpose:</b>	Commercial development
<b>Application:</b>	Special Use (PUD Amendment) PUD Prelim. Plan
<b>Public Hearing:</b>	Yes, required
<b>Zoning:</b>	BR Regional Business / PUD
<b>Current Land Use:</b>	Vacant
<b>Comprehensive Plan:</b>	Corridor / Regional Commercial

**Fox Haven Square**



**Subject Property**

<b>Summary of Proposal:</b>	<p>Greco Investment Management LLC has filed zoning applications seeking approval to construct a commercial development on the vacant 7.5-acre parcel in the Stuart's Crossing PUD. The property is located south of the Jewel on Kirk Road. The proposed development includes:</p> <ul style="list-style-type: none"> <li>• Three restaurant/retail buildings clustered around a plaza at the east end of the site and pickleball/restaurant building at the south end.</li> <li>• Approx. 70,000 total building square footage.</li> <li>• Parking in front, along Kirk Road</li> <li>• Access from existing driveways off E. Main Street and Kirk Road.</li> <li>• Preserve existing cross-access drive through the property from Jewel to E. Main St.</li> <li>• New cross-access to the Charlestowne Mall property.</li> </ul> <p>A Concept Plan similar to the proposal was reviewed in Sept. 2023.</p>
<b>Info / Procedure on Application:</b>	<p><b>Special Use (PUD Amendment):</b></p> <ul style="list-style-type: none"> <li>• Approval of development project with specific deviations from the Zoning Ordinance and/or existing PUD Ordinance standards. (Establishes an ordinance amending the existing PUD, with unique zoning or subdivision standards that apply to a single development site)</li> <li>• Public hearing is required, with a mailed notice to surrounding property owners.</li> </ul>

- Single finding – Is the PUD Amendment in the public interest? Criteria are considered in reaching a decision. Responses to the criteria need not be in the affirmative to recommend approval of a PUD or PUD Amendment.
- The Plan Commission may recommend conditions and restrictions upon the establishment, location, design, layout, height, density, construction, maintenance, aesthetics, operation and other elements of the PUD as deemed necessary to secure compliance with the standards specified in the Zoning Ordinance.
- The Plan Commission may recommend exceptions and deviations from the requirements of the Zoning and Subdivision Codes requested by the applicant, to the extent that it finds such exceptions and deviations are supportive of the standards and purposes for PUDs.

**PUD Preliminary Plan:**

- Approval of plans for development of property within a PUD- includes site, landscape, and engineering plans.
- Recommendation is based on compliance with the previously (or concurrently) approved Special Use for PUD standards and other City Code requirements.

**Suggested Action:**

Conduct the public hearing on the Special Use (PUD Amendment) and close if all testimony has been taken.

The Plan Commission may vote on this item should the Commission feel that they have enough information to make a recommendation.

Staff recommends that any recommendation include a condition requiring resolution of staff comments prior to City Council action.

**Staff Contact:** Ellen Johnson, Planner

**I. PROPERTY INFORMATION**

**A. History / Context**

The subject property is a vacant 7.5-acre parcel platted as Lot 4 of Stuart’s Crossing Retail Subdivision. The subject property also includes a portion of Lot 3 of the same subdivision, which encompasses the Kirk Road site access drive and the “Small Shops” multi-tenant center attached to Jewel. The subject property is within “Parcel 2” of the Stuart’s Crossing PUD. The PUD was approved under Ordinance No. 1997-M-115 “An Ordinance Granting a Special Use as a Planned Unit Development (Stuart’s Crossing PUD)”. The PUD encompasses a large swath of properties situated around the southwest and northeast corners of E Main St. and Kirk Rd.

The PUD Ordinance contains development standards and design criteria for each of the four portions of the PUD:

- Parcel 1: Stuart’s Crossing Townhomes (NE corner of Kirk Rd. & Foxfield Dr.)
- Parcel 2: Commercial properties at the northeast corner of Kirk Rd. & E Main St., south of Foxfield Dr. (former On The Border, Old Second Bank, Jewel, multi-tenant center, vacant property)
- Parcel 3A: Commercial properties at the southwest corner of Kirk Rd & E Main St. (Dunkin Donuts, Walgreens, Wok n Fire, Panera, First American Bank)
- Parcel 3B: Ascend St. Charles Apartments, south of Parcel 3A (formerly AMLI)

The PUD was primarily built out in the early 2000s, with the exception of Lot 4, which has remained vacant aside from a shared access drive that bisects the property north-south, providing access to Jewel from Main Street.

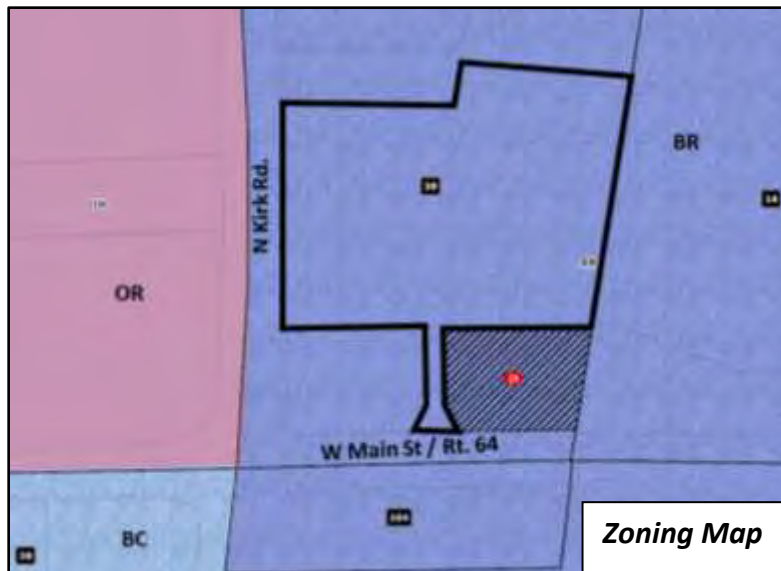


In September 2023, the Plan Commission and Planning & Development Committee reviewed a Concept Plan for the subject property which proposed four commercial buildings and an outdoor plaza.

**B. Zoning**

The subject property is zoned BR Regional Business and PUD (Stuart’s Crossing PUD). Commercial zoning exists to the north, east, and south, with a church to the west.

	Zoning	Land Use
<b>Subject Property</b>	BR Regional Business/PUD	Vacant
<b>North</b>	BR Regional Business/PUD	Commercial strip center, Jewel
<b>East</b>	BR Regional Business/PUD	Charlestowne Mall
<b>South</b>	BR Regional Business/PUD	Old Second Bank, On The Border, Pride Gas Station
<b>West</b>	OR Office/Research	St. John Neumann Church



**C. Comprehensive Plan**

The Land Use Plan adopted as part of the [2013 Comprehensive Plan](#) identifies the subject property as “Corridor/Regional Commercial” (Ch. 4).





The Corridor/Regional Commercial land use category is described as follows (p.46):

*Areas designated as Corridor/Regional Commercial are intended to accommodate larger shopping centers and developments that serve a more regional function, capitalizing on traffic volumes along the City's busy streets and drawing on a customer base that extends beyond the City limits. These areas are appropriate for "big box" stores, national retailers, and regional malls or a "critical mass" of multiple stores and large shared parking areas. Commercial service uses can also have an appropriate place in corridor/regional commercial areas, but must be compatible with adjacent and nearby retail and commercial shopping areas and be located as to not occupy prime retail locations.*

*The Land Use Plan identifies Corridor/Regional Commercial in the City's east and west gateways, clustered around Kirk Road and Randall Road, two busy north south streets that bi-sect the City. Both of these areas are ideally suited for a large scale commercial/retail development capable of drawing from a larger region. At both locations, access and visibility is ideal for a more regional commercial draw, and heavy traffic volumes provide visibility desired by retailers. As development and redevelopment is considered in these areas, consideration should be given to maximizing revenue generating opportunities. It is also important to recognize the importance of promoting high-quality development in these locations as they serve as gateways into the City and are pivotal in shaping perceptions of St. Charles as visitors enter the City.*

*Both the Kirk Road and Randall Road corridors are critical to the economic livelihood of the City and both have challenges and issues that must be addressed in order to maintain their vitality.*

In addition, the subject property and surrounding commercial areas are part of the **East Gateway Subarea**, which is centered on the intersection of Kirk Rd. and Main St. (p.102). The following goals and objectives were created in recognition that the area represents a significant piece of the local economy.

#### **Subarea Goals**

*The East Gateway subarea represents a unique opportunity for economic development, revitalization and stabilization with for a specific context within the City of St. Charles. The overall vision for the subarea includes the following:*

- *Revitalization of the Subarea's retail areas that maximizes the locational assets within this area of the City.*
- *Improved connectivity and circulation within the Subarea providing logical and efficient connections between compatible uses.*
- *Better separation of incompatible land uses to protect residential neighborhoods while at the same time help define the City's business areas.*
- *Attractive streets and sites to distinguish this Subarea and key corridors from neighboring communities.*
- *A mix of uses that that help diversify the City's economy and provide places to live, work, and shop.*

#### **Subarea Objectives**

- *Improve the appearance of the Kirk Road and Main Street Corridors to assist in strengthening the community's identity and appearance through installation of streetscaping, wayfinding and gateway elements.*

- *Use landscaping appropriately to enhance commercial areas, screen unsightly areas, and provide an attractive streetscape and overall setting for the area.*
- *Improve the overall connectivity and mobility within the Subarea through both public streets and internal connection to provide a predictable and navigable environment.*
- *Preserve surrounding neighborhoods through the use of screening, buffering, and better separation from commercial development.*
- *Create market-responsive development parcels that can accommodate projects of an appropriate scale and phasing over time.*
- *Take advantage of proximity to DuPage Airport and Pheasant Run as activity generators.*
- *Reposition the Charlestowne Mall site to foster its renaissance or its redevelopment.*
- *Enhance the character of both existing and new development through site improvements, facade enhancements, consistent signage regulation, and at-tractive building design and materials.*

The subject property is identified as **Catalyst Site “B”** within the East Gateway Subarea (P.104):

*South of the Jewel-Osco along Kirk Road, this vacant site provides an opportunity to provide exposure and access for the Charlestowne Mall to Kirk Road. Development of the site should have strong orientation to Kirk Road, but also should be careful not to neglect its rear side that will be exposed to the Charlestowne Mall site.*

In addition, the Charlestowne Mall Framework Plan (p.105) contemplates extending the east-west cross-access drive between Jewel and the subject property through to the Charlestowne Mall property.

## II. PROPOSAL

Greco Investment Management LLC is proposing to develop a commercial development on Lot 4 and part of Lot 3 of the Stuart’s Crossing PUD. Two applications have been filed:

1. **Application for Special Use** requesting to amend the Stuart’s Crossing PUD to allow for certain deviations from the existing PUD Ordinance and the Zoning Ordinance. Requested deviations are in regards to the setback on Kirk Road, off-street parking, development signage, landscaping, and building design.
2. **Application for PUD Preliminary Plan** to approve the site layout, landscaping, building elevations, photometric, and preliminary engineering plans.

The proposed development is summarized as follows:

- Three restaurant/retail buildings clustered around a plaza at the east end of the site.
  - Building 1 – 16,500 sf restaurant & 9,650 sf retail
  - Building 2 – 19,500 sf restaurant
  - Building 3 – 4,000 sf restaurant & 10,250 sf retail
  - Plaza area for outdoor dining and communal gathering
- Pickleball/restaurant building at the south end of the site
  - Building 4 - 20,000 sf
- Parking in front of the buildings, along Kirk Road.
- Valet/drop-off area in front of the plaza.
- Access from existing driveways off E. Main Street and Kirk Road.
- Preserve existing north-south cross-access drive through the property from Jewel to E. Main Street
- New east-west cross-access from Kirk Road to the Charlestowne Mall property.
- Public sidewalk along Kirk Road to Main Street.

A Concept Plan similar to the proposal was reviewed in Sept. 2023. Plan Commissioners provided feedback to the application, which is summarized as follows:

- Support for the land use and site layout.
- Excitement about potential restaurant uses and the building/plaza design concept.
- Support for cross-access to Charlestowne Mall via an extension of the E-W drive off Kirk Road.
- Recommendation to explore options for shared parking with the Jewel property.
- Importance of walkability between adjacent developments.
- Importance of four-sided architectural design given the visibility of the buildings.
- Importance of landscaping to enhance the parking lot and throughout the site.

The current proposal is similar in layout to the Concept Plan. The following are the more significant changes that have been made since Concept:

- Building 4 was previously shown as retail/office building. A pickleball/restaurant facility is now proposed, which has a different architectural design than Buildings 1-3.
- Addition of public sidewalk along Kirk Road to Main Street.
- Detailed plans for the plaza.

**III. PLANNING ANALYSIS**

Staff has analyzed the proposed development to determine compliance with applicable standards of the Stuart’s Crossing PUD and the Zoning Ordinance. Plans were reviewed against the following code sections and documents:

- |  |  |
|--|--|
| • Ord. 1997-M-115                                | • Ch. 17.24 Off-Street Parking, Loading & Access |
| • Ch. 17.06 Design Review Standards & Guidelines | • Ch. 17.26 Landscaping & Screening              |
| • Ch. 17.14 Business & Mixed Use Districts       | • Ch. 17.28 Signs                                |

**A. Proposed Uses**

Permitted uses in the Stuart’s Crossing PUD are provided in Exhibit IV of Ord. 1997-M-115. Proposed uses include retail and restaurant. These uses are permitted in the PUD. The proposed pickleball facility would be classified as “Physical Culture”, which is also permitted in the PUD. Under the current Zoning Ordinance, the pickleball facility would be classified as “Indoor Recreation”, which is permitted in the underlying BR District.

Outdoor Sales is listed as a Special Use in the PUD. Outdoor Sales includes Outdoor Dining. Outdoor Dining is proposed for the restaurant users. As part of the PUD Amendment, Outdoor Dining would be defined as a permitted accessory use to a Restaurant. This would align with the underlying BR District zoning.

**B. Site Access & Circulation**

Access to the site will be via existing access points into the property. This includes right-in/right-out access from E. Main Street via the drive that runs between Old Second Bank and the former On The Border, and right-in/right-out access from Kirk Road via the driveway shared with Jewel. Cross access between the properties will be preserved.

Also proposed is extension of the E-W drive off Kirk Road, through the site to the Charlestowne Mall property. This will allow for cross-access between this development and

the mall property. In addition, a new N-S cross-access will be provided at the east end of the site.

Public sidewalk is proposed along the Kirk Road frontage of the site, extending down to the Main Street right-of-way. While sidewalk is not provided along adjacent properties, staff has requested this sidewalk to allow for future connectivity.

Within the site, sidewalk is provided along the E-W drive between Kirk and Charlestowne Mall. Crosswalks are shown at four points between the parking lot and Bldgs 1-3/plaza area. Sidewalks/plaza are also provided around the buildings.

**Staff Comments:**

- ✓ A cross-access easement will be needed with the Charlestowne Mall property owner to allow the E-W drive connection. The applicant is working with the mall property owner on this agreement and will provide staff with a copy once it is ready.
- ✓ A cross-access easement will be needed for the new N-S cross access to the Jewel property to the north.
- ✓ Staff has requested the applicant verify existing easements for cross-access to adjacent properties.

**C. Bulk Standards / Site Plan**

The table below compares the development plans with the applicable standards of the Stuart’s Crossing PUD. The standards of the underlying BR District are also listed. The applicant has requested a deviation from the 50 ft. setback from Kirk Road, which is a requirement of the PUD. A deviation to allow for a parking reduction has also been requested.

Category	BR District (underlying zoning)	PUD Standard	PROPOSED
<b>Bldg. Coverage</b>	30%	N/A	21%
<b>Floor Area Ratio</b>	N/A	1.3	.21
<b>Max. Building Height</b>	40 ft.	N/A	Bldgs 1 & 2: 29 ft. Bldg 3: 28 ft. Bldg 4: 39 ft.
<b>Kirk Rd. property line</b>	Building: 20 ft. Parking: 20 ft.	Building: 50 ft. Parking/paving: 50 ft.	<b>Building: 40 ft.</b> <b>Parking/paving: 40 ft.</b>
<b>Interior Side Yard (north &amp; south)</b>	Building: 15 ft. Parking: 0 ft.	Building: 0 ft. Parking/paving: 0 ft.	Buildings: North- 13 ft; South- 11 ft. Parking/paving: 0 ft.
<b>Rear Yard (east)</b>	Building: 30 ft. Parking: 0 ft.	Building: 20 ft. Parking/paving: 20 ft.	Building: 71 ft. Parking/paving: 20 ft.
<b>Parking Spaces</b>	<u>Restaurant</u> : 10 per 1,000 sf GFA (364 spaces for Bldgs 1-4)  <u>Retail</u> : 4 per 1,000 sf GFA (80 spaces for Bldgs 1-2)  <u>Indoor Recreation</u> : 4 per 1,000 sf GFA (up to 121 spaces for Bldg 4) Total required: <u>565 spaces</u>	<u>Restaurant</u> : 15 per 1,000 sf net floor area (546 spaces for Bldgs 1-4) <u>Retail</u> : 4 per 1,000 sf net floor area (80 spaces for Bldgs 1-2) <u>Physical Culture</u> : not defined, assume same as BR zoning- 121 spaces Total required: <u>747 spaces</u>	<b>434 on-site parking spaces</b>  (not including shared parking on Jewel property)

**Staff Comments:**Parking:

- ✓ The applicant has requested a deviation from the PUD parking requirement for this development. A deviation would also be needed if the parking calculation were to revert to the underlying zoning. A total of 434 parking spaces are provided on-site. Under the current zoning ordinance, 565 spaces would be required. Under the existing PUD, the parking requirement would be 747 spaces.
- ✓ Shared parking with Jewel and the adjacent “Small Shops” building is contemplated. The applicant is under contract to purchase these properties. Documentation regarding shared parking arrangements among the properties will be needed.
- ✓ For reference, hours of operation of the businesses on these properties are as follows:
  - Jewel: 6am to 12am
  - Rosati’s: 9am to 1am most days
  - Tips 2 Toes Nail Salon: 10am to 8pm most days
  - Vacant space for lease: TBD

Site Plan:

- ✓ The foundation planting beds shown around Building 4 do not appear to reflect the location of the main entrance doors per the architectural plans.
- ✓ Staff has asked for clarification of the BMP bioretention areas A & B; will this be turf grass? Approval of the proposed BMP bioretention area will require compliance with City stormwater management requirements.
- ✓ Staff suggests the dumpster located north of Building 1 be pushed back towards the building to avoid a jog in the sidewalk and so the dumpster doors do not interfere with the vehicle drive aisle.
  - Consider eliminating the Building 1 dumpster and enlarging the Building 2 dumpster, instead.
- ✓ Existing pavement shown to remain at the SE end of the site and along the entirety of the N-S access drive south to Main Street is in poor condition. This pavement should be removed and replaced.
- ✓ Staff has asked for clarification on the proposed material for the majority of surfacing around Buildings 1 and 3; will this be concrete?
- ✓ Bollards are suggested near building corners close to drive aisles, such as for Building 4 and the existing Small Shops building.
- ✓ The location of the Bldg 4 dumpster necessitates access via the Old Second Bank property. The applicant has indicated that the dumpster will be relocated to the east side of the building.
- ✓ Staff has requested clarification regarding usage rights of the existing parking constructed for On The Border that encroaches onto the subject property.

**D. Landscaping**

A landscape plan has been submitted and reviewed against the requirements of Ch. 17.26 “Landscaping and Screening”. The plan depicts the quantity and location of plantings, grouped into tree/shrub/grasses/perennials/groundcover categories. A plant list is included. Plantings will be selected from the plant list. The finalized selections will need to be identified on the final landscape plan submitted prior to permitting.

Landscaping is provided along Kirk Road, along the E-W access drive, within parking lot islands, around buildings, and in planters within the plaza. Parkway trees are provided between Kirk Road and the public sidewalk.

The Table below compares the applicable standards and the proposed plans. A deviation has been requested from building foundation landscaping requirements to allow for the extent and location of landscaping as shown on the plans.

Category	Zoning Ordinance Standard	Proposed
<b>Overall Landscape Area</b>	15%	Over 15%
<b>Public Street Frontage Landscaping</b> <i>(applies to Kirk Road frontage)</i>	75% of frontage 1 tree per 50 lineal ft. (11 trees required)	75% of frontage 11 trees
<b>Parking Lot Screening</b> <i>(applies to Kirk Road frontage)</i>	50% of parking lot to height of 30"	Over 50%
<b>Interior Parking Lot Landscaping</b>	1 landscape island per 10 parking spaces 1 tree per island + variety of plantings	Meets requirement <i>See comment regarding electric transformers</i>
<b>Building Foundation Landscaping</b>	50% of total building walls; 50% of front building walls; 5 ft. wide planting beds; 2 trees & 20 shrubs/bushes/perennials per 50 ft of planting bed	<b><i>Bldgs 1-3: Does not meet; deviation requested</i></b> Bldg 4: Meets requirement
<b>Monument Sign Landscaping</b>	3 ft. around signs	<b><i>Landscaping needed</i></b>
<b>Refuse Dumpster Screening</b>	Enclosed and screened on all sides when visible from public street	Screening provided, utilizing brick to match buildings

**Staff Comments**

- ✓ Staff suggests relocating the transformers behind Buildings 1 and 2 so that trees and plantings can be provided in the parking lot islands.
- ✓ Plantings are suggested between the EV charging stalls and sidewalk.
- ✓ Plantings are required around all freestanding signage. Freestanding signs shall be landscaped to at least 3 ft. around the outer edge of the sign base on all sides, utilizing a mixture of shrubs, grasses, and/or perennials to a height of 12" to 3 ft. at planting.

**E. Building Design**

Buildings in the BR District are subject to Design Review Standards and Guidelines contained in Ch. 17.06. Elevation drawings have been submitted for each building. Buildings 1-3 are designed around a unified theme, with brick as the primary façade material, stone veneer accents, varied buildings heights, and tall storefront windows. Space for art murals are identified on the rear of each building.

Building 4, the pickleball building, incorporates a barn-like design with farmhouse styling. The façade material is prefabricated metal panels, with a stone veneer knee wall. Protective netting or other barrier will be provided over the open court area on the second floor.

PUD deviations have been requested from the following design standards, in order to allow the buildings as-designed. Deviations from the following requirements will be needed:

1. Building facades over 100 ft. in length shall incorporate wall portions or recesses a minimum of 3 ft. in depth, extending over 20% of the façade.
  - a. Bldg 1: applies to the south and north elevations. Bump-outs are incorporated, but are less than 3 ft. in depth.
  - b. Bldg 2: applies to the west elevation. Bump-outs are incorporated, but are less than 3 ft. in depth.
  - c. Bldg 3: applies to the north and south elevations. Bump-outs are incorporated, but are less than 3 ft. in depth.
  - d. Bldg 4: applies to the north elevation. No projections/recesses are incorporated.
2. Facades that face a street shall have at least 2 of the following architectural features:
  - Change in wall plane of at least 2 ft.
  - Change in wall texture or masonry patterns.
  - Transparent windows
  - Columns or pilasters projecting at least 6" from the wall
  - a. Bldg 1: not met on the north elevation (side facing E-W access drive)
3. Roof lines should be varied with a change in height or incorporation of a major focal feature every 100 feet in building length.
  - a. Bldg 4: not met on the north or south elevation.
4. Certain exterior building materials are prohibited, including pre-fabricated steel panels of the type used in farm, storage, and industrial buildings.
  - a. Bldg 4: pre-fabricated metal panels are used for the exterior.

**Staff Comments:**

- ✓ The Bldg 2 floor plan depicts a 180'x100' footprint. The site plan shows a 195'x100' footprint. Clarification is needed.
- ✓ The Bldg 3 floor plan depicts a 190'x85' footprint. The site plan shows a 190'x75' footprint. Clarification is needed.
- ✓ Bldg 4 – Staff has provided the applicant with a number of suggestions aimed at enhancing the appearance of the building due to its location in a commercial district and better integrating the building with the rest of the development:
  - Create a more well-defined building entrance on the north elevation.
    - Provide additional articulation and interest through the addition of awnings and lighting.
    - Consider doors with windows or storefront windows surrounding the barn doors.
    - Consider bumping out the building entrance to further accentuate the entrance and to provide consistency with Bldgs 1-3.
  - The windows on the north and south elevations should be larger/taller to cover more wall area and balance the elevations. A window pattern/scale/proportion similar to that of the east and west elevations could be continued on the north and south.
  - Consider adding cupolas to the roof. Perhaps three; a larger cupola at the center with a smaller cupola on each side.
  - A higher roof pitch is suggested.
  - The material of the roof needs to be clarified.
  - An alternative color to white may soften the appearance of the metal panels given the size of the building.
  - Clarification has been requested on the proposed finish of the metal panels.



## F. Signage

The PUD Ordinance allows up to one sign on each building wall, but no more than 2 wall signs are permitted per business. The applicant has requested a PUD deviation to allow building signage in locations as shown on the building elevations, as some of the buildings will have multiple tenants. Intended sign locations are not shown on Bldg 4. The PUD would permit up to two wall signs for Bldg 4.

Allowable freestanding signage for the subject portion of the Stuart's Crossing PUD was amended under Ord. 1999-M-43. That ordinance allows off-site signage at any location within Parcel 2 of the PUD. It also allowed for two freestanding signs over 8 ft. in height, located at least 25 ft. from Main Street and 35 feet from Kirk Road. Existing freestanding signs for the Jewel and Small shops properties are located at the corner of Main & Kirk, Kirk Road entrance, and the corner of Foxfield & Kirk.

A total of four freestanding signs are proposed. The existing freestanding signs will be replaced with signs incorporating Fox Haven Square branding, with an additional sign at the cross-connection to the Charlestowne Mall property. Renderings of the signs have been provided, described as follows:

- Two-column sign on each side of the site entrances off Kirk Road and Charlestowne Mall. The columns are connected by what appears to be metal wiring. Brick base. 28 ft. in height.
- Multi-tenant sign at Foxfield & Kirk. Brick base. Two-sided. Approx. 31 ft. in height.
- Multi-tenant sign at Main & Kirk. Brick base. Two sides forming L-shape. Brick base. Approx. 34 ft. in height.

The maximum height of shopping center signs in the underlying BR District is 30 ft.

### **Staff Comments**

- ✓ The proposed sign at the corner of Main & Kirk is located within the 20 ft. site triangle. The sign will need to be pushed back, outside of the site triangle to allow for adequate motorist visibility.
- ✓ Dimensions of the sign facades are needed for all freestanding signs.
- ✓ The location of the sign at Kirk & Foxfield needs to be clarified on a scaled site plan. It appears that this sign will replace the existing Jewel sign at this corner, but this needs to be verified.

## G. Site Lighting

A photometric plan has been submitted indicating the location of pole lights and lighting levels at property lines. The plan complies with Section 17.22.040 "Site Lighting". Details on building-mounted lighting and lighting around the plaza will be required prior to permitting.

## IV. DEPARTMENTAL REVIEWS

### A. Engineering Review

The subject property is served by City utilities. Stormwater detention for this development was previously constructed as part of the Stuart's Crossing PUD. Permeable pavers and an above ground BMP area have been incorporated into the parking lot to provide for the additional storage needed to accommodate the development. Review comments that are



technical in nature have been provided to the applicant. Engineering comments shall be resolved prior to City Council action.

#### **B. Electric Review**

Transformer locations for the buildings have been shown on the plans, however routing of the electric infrastructure has not been shown and shall be provided for review.

#### **C. Fire Dept. Review**

The Fire Dept. has reviewed the plans and has determined that site access for emergency vehicles is adequate.

### **V. OPTIONS FOR PLAN COMMISSION ACTION**

#### **1. Public Hearing – Close or Continue**

If the Plan Commission feels they have adequate information the public hearing may be closed. The public hearing may be continued if additional information is deemed necessary to provide a recommendation.

*If Public Hearing is closed-*

#### **2. Make a Recommendation to Planning & Development Committee**

There is a single finding required for the City to approve a PUD application: ***Is the PUD in the public interest?*** There are five Criteria to be considered to reach a decision. These 5 Criteria are:

1. *The proposed PUD advances one or more of the purposes of the Planned Unit Development procedure stated in Section 17.04.400.A:*
  - i. *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.*
  - ii. *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.*
  - iii. *To encourage a harmonious mix of land uses and a variety of housing types and prices.*
  - iv. *To preserve native vegetation, topographic and geological features, and environmentally sensitive areas.*
  - v. *To promote the economical development and efficient use of land, utilities, street improvements, drainage facilities, structures and other facilities.*
  - vi. *To encourage redevelopment of sites containing obsolete or inappropriate buildings or uses.*
  - vii. *To encourage a collaborative process among developers, neighboring property owners and residents, governmental bodies, and the community.*
2. *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.*
3. *The proposed PUD conforms with the standards applicable to Special Uses (Section 17.04.330.C.2):*
- a. *Public convenience: The Special Use will serve the public convenience at the proposed location;*
  - b. *Sufficient infrastructure: That adequate utilities, access roads, drainage and/or necessary facilities have been, or are being, provided;*
  - c. *Effect on nearby property: That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood*
  - d. *Effect on development of surrounding property: That the establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.*
  - e. *Effect on general welfare: That the establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort or general welfare.*
  - f. *Conformance with codes: That the proposed Special Use conforms to all applicable provisions of the St. Charles Municipal Code and meets or exceeds all applicable provisions of this title, except as may be varied pursuant to a Special Use for Planned Unit Development.*
4. *The proposed PUD will be beneficial to the physical development, diversity, tax base and economic well-being of the City; and*
5. *The proposed PUD conforms to the purposes and intent of the Comprehensive Plan.*

Responses to all criteria need not be in the affirmative to recommend approval of the PUD Amendment. The applicant has provided responses to the Criteria for PUDs as part of the application materials.

There are no findings of fact pertaining to PUD Preliminary Plans. Approval is subject to meeting the applicable standards of the Zoning Ordinance and PUD Ordinance, accounting for the requested PUD deviations.

**Recommendation Options:**

- a. **Recommend approval of the application for Special Use (PUD Amendment) and PUD Preliminary Plan** – Plan Commission may add additional conditions if deemed necessary by the Plan Commission to meet the PUD finding. A recommendation for approval of the PUD Preliminary Plan should be conditional upon resolution of staff comments prior to City Council action.

**OR**

- b. **Recommend denial of the application for Special Use (PUD Amendment) and PUD Preliminary Plan** – Plan Commission must substantiate how the PUD finding is not being met in order to recommend denial.

**VI. ATTACHMENTS**

- Applications for Special Use & PUD Preliminary Plan; received 2/2/2024
- Plans



**SPECIAL USE APPLICATION**

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

**For City Use**  
 Project Name: Fox Haven Square - Stuart's Crossing PUD  
 Project Number: 2023 -PR- 011  
 Cityview Project Number: PLSU202400005



- File this application to request a Special Use for a property, or to request to amend an existing Special Use Ordinance for a property
- Complete the application and submit with all required attachments to the Community Development Division.
- The information you provide must be complete and accurate. If you have a question please contact the Community Development Division.
- City staff will review the submittal for completeness and for compliance with applicable requirements prior to establishing a public hearing date.

<b>1. Property Information:</b>	Location:	502 N Kirk Rd	
	Parcel Number (s):	09-25-178-002;09-25-178-003	
	Proposed Name:	Fox Haven Square	
<b>2. Applicant Information:</b>	Name:	Greco Investment Management LLC	Phone: 630-577-7156
	Address:	1307 Schiferl Rd Bartlett, IL 60103	Email: pat@gsifamily.com
<b>3. Record Owner Information:</b>	Name:	SVAP III Stuart's Crossing Small Shops LLC; SVAP III Stuart's Crossing Vacant Lots LLC	Phone: 323-289-6342
	Address:	302 Datura Street, Suite 100 West Palm Beach, FL 33401	Email: pwei@sterlingorganization.com

**4. Identify the Type of Application:**

- Special Use for Planned Unit Development - PUD Name:** Stuart's Crossing
  - New PUD
  - Amendment to existing PUD- Ordinance #: 1997-M-115
  - PUD Preliminary Plan filed concurrently
  
- Other Special Use (from list in the Zoning Ordinance):**
  - Newly established Special Use
  - Amendment to an existing Special Use Ordinance #:

**5. Information Regarding Special Use:**

Comprehensive Plan designation of the property: Corridor/Regional Commercial

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

What is the property's current zoning? BC Community Business District

What is the property currently used for? Vacant

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

Construction of 16,150-sf, 19,500-sf, 14,250-sf, and 20,000-sf commercial retail buildings with parking lot and outdoor plaza and outdoor seating for community use.

**6. For Special Use Amendments only:**

Why is the proposed change necessary?

Proposed revisions are required due to the concept to maximize use of property and creating outdoor space for community use.

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

Building Coverage: Requesting amendment to deviate from BR standard of 30% to 22% with a FAR of 0.22; Kirk Road Parking/Paving Setback: Requesting amendment to revise PUD standard of 50 ft to 40 ft. Parking Spaces: Requesting amendment to allow for less required spaces per floor area. Variation to off-street parking requirements. ; Signage: updates as provided in applicaiton design packet.; Variations to required building foundation landscaping ; variations to requirements of the Design Review Standards

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



**7. Required Attachments:**

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

*Provide 1 copy of each required item, unless otherwise noted.*

- APPLICATION FEE:** Special Use for PUD: **\$1,000**  
All other Special Use requests: \$750

- REIMBURSEMENT OF FEES AGREEMENT:** An original, executed Reimbursement of Fees Agreement and deposit of funds in escrow with the City, as provided by Appendix B of the Zoning Ordinance.

- REIMBURSEMENT OF FEES INITIAL DEPOSIT:** Deposit of funds in escrow with the City. Required deposit is based on review items (number of applications filed) and the size of the subject property:

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	<b>\$4,000</b>	\$5,000	\$7,000
4 or more	\$3,000	\$5,000	\$7,000	\$10,000

- PROOF OF OWNERSHIP:** a) A current title policy report; or  
b) A deed and a current title search

*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.*

- OWNERSHIP DISCLOSURE:** Use the appropriate disclosure form (attached), if the owner or applicant is a Partnership, Corporation, Trust, or LLC.

- LETTER OF AUTHORIZATION:** If the property owner is not the applicant, an original letter of authorization from the property owner permitting the applicant to file the zoning application with the City of St. Charles for the subject property.

- LEGAL DESCRIPTION:** For entire subject property, on 8 1/2 x 11 inch paper and Microsoft Word file.

- PLAT OF SURVEY:** A current plat of survey for the subject property showing all existing improvements on the property, prepared by a registered Illinois Professional Land Surveyor.

- FINDINGS OF FACT:** Fill out the attached "Criteria for Planned Unit Developments (PUDs)" form for any PUD application and the "Findings of Fact – Special Use" form for all other Special Use applications.

- LIST OF PROPERTY OWNERS WITHIN 250 FT.:** Fill out the attached form or submit on a separate sheet. The form or the list must be signed and notarized. Property ownership information may be obtained using Kane County's interactive GIS mapping tool: [http://gistech.countyofkane.org/gisims/kanemap/kanegis4\\_AGOx.html](http://gistech.countyofkane.org/gisims/kanemap/kanegis4_AGOx.html)

- SOIL AND WATER CONSERVATION DISTRICT LAND USE OPINION APPLICATION:** As required by State law, submit a Land Use Opinion application and required fee directly to the Kane-DuPage Soil and Water Conservation District. Provide a copy of completed Land Use Opinion application to the City. The Land Use Opinion application can be found on the Kane-DuPage SWCD website: <http://www.kanedupageswcd.org/>

**ENDANGERED SPECIES REPORT:** As required by State law, file an Endangered Species Consultation Agency Action with the Illinois Department of Natural Resources. Provide a copy of the report to the City. The online Ecological Compliance Assessment Tool (EcoCAT) should be utilized: <https://dnr2.illinois.gov/EcoPublic/>

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

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

**Copies:** Ten (10) full size copies, one (1) 11" by 17", and PDF electronic file emailed to: [cd@stcharlesil.gov](mailto:cd@stcharlesil.gov)

**Site Plan or plans shall show the following information:**

1. Accurate boundary lines with dimensions
2. Streets on and adjacent to the tract: Name and right-of-way width
3. Location, size, shape, height, and use of existing and proposed structures
4. Location and description of streets, sidewalks, and fences
5. Surrounding land uses
6. Date, north point, and scale
7. Ground elevation contour lines
8. Building/use setback lines
9. Location of any significant natural features
10. Location of any 100-year recurrence interval floodplain and floodway boundaries
11. Location and classification of wetland areas as delineated in the National Wetlands Inventory
12. Existing zoning classification of property
13. Existing and proposed land use
14. Area of property in square feet and acres
15. Proposed off-street parking and loading areas
16. Number of parking spaces provided, and number required by ordinance
17. Angle of parking spaces
18. Parking space dimensions and aisle widths
19. Driveway radii at the street curb line
20. Width of driveways at sidewalk and street curb line
21. Provision of handicapped parking spaces
22. Dimensions of handicapped parking spaces
23. Depressed ramps available to handicapped parking spaces
24. Location, dimensions and elevations of freestanding signs
25. Location and elevations of trash enclosures
26. Provision for required screening, if applicable
27. Exterior lighting plans showing:
  - a. Location, height, intensity and fixture type of all proposed exterior lighting
  - b. Photometric information pertaining to locations of proposed lighting fixtures

**(Note- For a Special Use for PUD, submit PUD Preliminary Plan Application In lieu of Site Plan)**

**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.**







OWNERSHIP DISCLOSURE FORM  
LIMITED LIABILITY COMPANY (L.L.C.)

Florida <sup>MD</sup>  
STATE OF ILLINOIS )  
Palm Beach <sup>MD</sup> ) SS.  
KANE COUNTY )

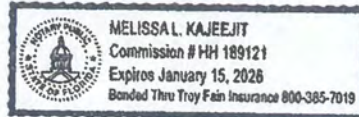
I, Jordan Fried, being first duly sworn on oath depose and say that I am  
Manager of SVAP III stuart's Crossing, LLC <sup>Delaware</sup>, an ~~Illinois~~ Limited Liability  
SVAP III stuart's Crossing Vacant Lot, LLC Company (L.L.C.), and that the following persons are all of the members of the said L.L.C.:

Stexling Value Add Investments III, LLC, a Delaware  
limited liability company, its sole Member

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: JF, Manager

Subscribed and Sworn before me this 1<sup>st</sup> day of  
February, 20 24.



M. Kajejit  
Notary Public

**SVAP III Stuarts Crossing, LLC  
SVAP III Stuarts Crossing Small Shops, LLC  
SVAP III Stuarts Crossing Vacant Lot, LLC  
c/o Sterling Retail Services, Inc.**

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February 1, 2024

To Whom It May Concern:

On behalf of the ownership, this letter shall serve as an authorization for Greco Investment Management, LLC and its affiliates to file for Special Use and PUD Preliminary Plan approval with the City of St. Charles for the subject parcels (tax ID #09-25-178-002 and #09-25-178-003).

Sincerely,



---

Name: Jordan Fried  
Title: Vice President

# WARE MALCOMB

ARCHITECTURE  
PLANNING  
INTERIORS

CIVIL ENGINEERING  
BRANDING  
BUILDING MEASUREMENT

May 1, 2024

**Ms. Ellen Johnson**

City of St. Charles - Community Development Department  
Two East Main Street  
St. Charles, IL 60174  
[ejohnson@stcharlesil.gov](mailto:ejohnson@stcharlesil.gov)

**Application for Completeness Review for Fox Haven Square**

Dear Ms. Johnson,

We are in receipt of your email review dated April 30th, 2024 which highlighted items needed to amend the previously submitted application for the Special Use and PUD Amendment for the Fox Haven Square project within the Stuart's Crossing PUD in St. Charles, IL. This letter is intended to outline the following requested variances to the planning and zoning standards:

1. We are requesting to reduce the parking setback along Kirk Rd. to under 50 ft. According to the staff report dated September 6<sup>th</sup>, 2023, a 50 ft. setback is consistent with the Jewel property, a reduced setback could be appropriate if the setback is sufficiently landscaped.
2. The proposed number of parking spaces has been reduced to a total below the current PUD parking requirement. The required parking is being satisfied by the shared parking between adjacent uses. Current parking codes allow Shared Parking calculations based on hours of operations.
3. Building façade mounted signage and new ground sign conceptual designs are included
4. We are requesting a variance on PUD required building foundation landscaping however have added to other areas of the site to offset these totals.
5. We request a variance to the Design Review Standards for Building #4 elevations.

We are very excited to bring this fantastic vision to fruition in St. Charles. If you have any questions or comments we will happily be available to discuss further.

Best regards,

**Ware Malcomb**



Jason Golub, AIA  
Regional Director

## CRITERIA FOR PLANNED UNIT DEVELOPMENTS (PUDs)

**\*Use this form for PUD or PUD Amendment applications\***

*The St. Charles Zoning Ordinance requires the Plan Commission to consider the criteria listed below in making a recommendation to the City Council on whether the proposed Planned Unit Development is in the public interest. As the applicant, the "burden of proof" is on you to provide information that addresses the criteria below in order to demonstrate that the project is in the public interest.*

**PUD Name:** Stuarts Crossing/Fox Haven Square

**From the St. Charles Zoning Ordinance, Section 17.04.410.3:**

The Plan Commission shall not favorably recommend, and the City Council shall not approve, a Special Use for a PUD or an amendment to a Special Use for a PUD unless they each make findings of fact based on the application and the evidence presented at the public hearing that the PUD is in the public interest, based on the following criteria:

- 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

The site improvements are proposed on vacant land which is under utilized in a highly commercial area of the City. These buildings and improvements will attract additional businesses and serve the City and surrounding communities. There is a proposed outdoor plaza and seating area which will promote social interaction. In addition, the increased consumer traffic will improve the accessibility to existing businesses in the area, bringing in increased activity and revenue to the City.



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.

The amendment to the PUD will provide additional community amenities in the form of an outdoor plaza/seating area which will promote increased social interaction. Proposed landscaping will provide natural feels and proposed permeable pavers within the parking lot promote positive stormwater management techniques.

iii. The proposed PUD conforms with the standards applicable to Special Uses (Section 17.04.330.C.2):

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

The site is surrounded by existing commercial retail which is currently serving the public. The improvements will increase public usage and convenience.

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

The project site was originally part of the Stuart's Crossing PUD, which provided detention and infrastructure for future development.

**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.**

The site is surrounded by existing commercial retail. The proposed commercial buildings will not impact the surrounding businesses in a negative way.

**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 site is surrounded by existing commercial retail, therefore will not impede on normal and orderly development of the surrounding property

**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.**

The site is within an existing commercial area, therefore will not change the demographics of the surrounding businesses and will not be detrimental to the public

**F. Conformance with Codes: That the proposed Special Use conforms to all applicable provisions of the St. Charles Municipal Code and meets or exceeds all applicable provisions of this Title, except as may be varied pursuant to a Special Use for Planned Unit Development.**

The development will conform to existing and approved provisions as applicable to the existing PUD and the City codes.

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

The proposed development will utilize vacant space to attract additional businesses which can be accessed by the City and surrounding communities. This will attract consumers and bring additional revenue to the City.

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

The proposed commercial retail development is within an existing commercial area of the City, therefore will not impact the purpose and intent of the Comprehensive Plan.





### PUD PRELIMINARY PLAN APPLICATION

<b>For City Use</b>	
Project Name:	<u>Fox Haven Square - Stuart's Crossing PUD</u>
Project Number:	<u>2023 -PR- 011</u>
Cityview Project Number:	<u>PLPUD202400006</u>



- *File this application to request approval of a PUD Preliminary Plan. Normally, this application is reviewed concurrently with an application for Special Use for PUD, unless a Special Use for PUD has previously been granted and no amendment is necessary.*
- *Complete the application and submit with all required attachments to the Community Development Division.*
- *The information you provide must be complete and accurate. If you have any questions please contact the Community Development Division.*
- *City staff will review the submittal for completeness and for compliance with applicable requirements. Staff will distribute the plans to other City departments for review when the application is complete.*
- *The PUD Preliminary Plan will be scheduled for Plan Commission review when staff has determined the plans are ready.*

<b>1. Property Information:</b>	Location:	502 N Kirk Rd	
	Parcel Number (s):	09-25-178-002;09-25-178-003	
	Proposed PUD Name:	Fox Haven Square	
<b>2. Applicant Information:</b>	Name:	<u>Investmet</u> Greco Investment Management LLC	Phone: 630-577-7156
	Address:	1307 Schiferl Rd Bartlett, IL 60103	Email: pat@gsifamily.com
<b>3. Record Owner Information:</b>	Name:	<u>SVAP III Stuart's Crossing Small Shops LLC</u> <u>SVAP III Stuart's Crossing Valant Lot LLC</u>	Phone: 323-289-6342
	Address:	302 Datura Street, Suite 100 West Palm Beach, FL 33401	Email: pwei@sterlingorganization.com

**4. Identify the Type of Application:**

- New proposed Planned Unit Development (PUD) – *Special Use Application to be filed concurrently*
- Existing Planned Unit Development (PUD)
  - PUD Amendment required for proposed plan – *Special Use Application to be filed concurrently*

**Subdivision:**

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

**5. Required Attachments:**

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

**Submit 1 copy of each required item, unless otherwise noted.**

- APPLICATION FEE: \$500
- REIMBURSEMENT OF FEES AGREEMENT: An original, executed Reimbursement of Fees Agreement and deposit of funds in escrow with the City, as provided by Appendix B of the Zoning Ordinance.
- REIMBURSEMENT OF FEES INITIAL DEPOSIT: Deposit of funds in escrow with the City. Required deposit is based on review items (number of applications filed) and the size of the subject property:

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

*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.*

- OWNERSHIP DISCLOSURE: Use the appropriate disclosure form (attached), if the owner or applicant is a Partnership, Corporation, Trust, or LLC.
- LETTER OF AUTHORIZATION: If the property owner is not the applicant, an original letter of authorization from the property owner permitting the applicant to file the zoning application with the City of St. Charles for the subject property.
- LEGAL DESCRIPTION: For entire subject property, on 8 1/2 x 11 inch paper and Microsoft Word file.
- PLAT OF SURVEY: A current plat of survey for the subject property showing all existing improvements on the property, prepared by a registered Illinois Professional Land Surveyor.



- SOIL AND WATER CONSERVATION DISTRICT LAND USE OPINION APPLICATION:** As required by State law, submit a Land Use Opinion application and required fee directly to the Kane-DuPage Soil and Water Conservation District. Provide a copy of completed Land Use Opinion application to the City. The Land Use Opinion application can be found on the Kane-DuPage SWCD website: <http://www.kanedupageswcd.org/>
- ENDANGERED SPECIES REPORT:** As required by State law, file an Endangered Species Consultation Agency Action with the Illinois Department of Natural Resources. Provide a copy of the report to the City. The online Ecological Compliance Assessment Tool (EcoCAT) should be utilized: <https://dnr2.illinois.gov/EcoPublic/>
- STORMWATER MANAGEMENT:** Written information as described in the Stormwater Management Requirements for Preliminary Plans (attached).
- PUBLIC BENEFITS, DEPARTURES FROM CODE:** A written statement describing how the PUD meets the purposes and requirements established in Section 17.04.400 of the Zoning Ordinance. List any requests for deviations (departures) from the requirements of Title 16 "Subdivisions and Land Improvement" and Title 17 "Zoning" and provide a rationale for each requested deviation.
- CONSTRUCTION SCHEDULE:** Indicate the following:
  - Phases in which the project will be built with emphasis on area, density, use and public facilities, such as open space, to be developed with each phase. Overall design of each phase shall be shown on the Plat of Subdivision and through supporting material.
  - Approximate dates for beginning and completion of each phase.
- PARK AND SCHOOL LAND/CASH WORKSHEETS:** *For residential developments only.* Use the attached worksheet to calculate the estimated population and student yields and resulting land/cash contributions in accordance with Title 16 of the St. Charles Municipal Code.
- INCLUSIONARY HOUSING WORKSHEET:** *For residential developments only.* Use the attached worksheet to calculate the affordable unit requirement and indicate how the development will comply with Title 19 of the St. Charles Municipal Code.

**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:** Ten (10) full size copies, one (1) 11" by 17", and PDF electronic file emailed to: [cd@stcharlesil.gov](mailto:cd@stcharlesil.gov)

- PRELIMINARY PLAT OF SUBDIVISION / DRAWING REQUIREMENTS CHECKLIST:** If the PUD Preliminary Plan involves the subdivision of land, submit a Preliminary Plat of Subdivision that includes the information listed on the Subdivision Plat Drawing Requirements Checklist. Also submit a completed Subdivision Plat Drawing Requirements Checklist (attached).
- PRELIMINARY ENGINEERING PLANS / DRAWING REQUIREMENTS CHECKLIST:** Plans shall include the following information. Also submit a completed Drawing Requirements Checklist- Preliminary Engineering Plans.
  1. Accurate boundary lines with dimensions
  2. Existing and proposed easements: location, width, purpose
  3. Streets on and adjacent to the tract: Name and right-of-way width, center line elevation, and culverts
  4. Location, size, shape, height, and use of existing and proposed structures

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

**ARCHITECTURAL PLANS:** Architectural plans and data for all principal buildings with sufficient detail to permit an understanding of the exterior appearance and architectural style of the proposed buildings, the number, size and type of dwelling units, the proposed uses of nonresidential and mixed-use buildings, total floor area and total building coverage of each building.

**TREE PRESERVATION PLAN:** When required, in accordance with Ch. 8.30 of the St. Charles Municipal Code (see attached "Tree Preservation Requirements for Preliminary Plans". This information may be included as part of the Landscape Plan set.

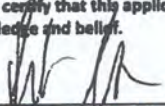

**LANDSCAPE PLAN:** Landscape Plan showing the following information:

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

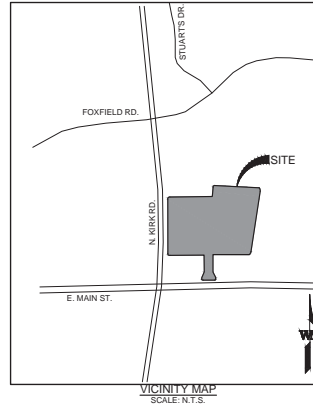
**SKETCH PLAN FOR LATER PHASES OF PUD:** For phased PUDs only, submit a plan that shows, at minimum, the following:

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

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.

	2-1-24
Record Owner	Date
	2/2/24
Applicant or Authorized Agent	Date
RECORD OWNER	

PRELIMINARY ENGINEERING PLANS  
**FOX HAVEN SQUARE**  
 502 N. KIRK RD.  
 ST. CHARLES, IL 60174



**SHEET INDEX**

SHEET NUMBER	Sheet Description
1	C1.0-COVER SHEET
2	C1.1-GENERAL NOTES
3	C2.0-EXISTING CONDITIONS & DEMOLITION
4	C3.0-PRELIMINARY SITE PLAN
5	C4.0-PRELIMINARY GRADING PLAN
6	C5.0-PRELIMINARY EROSION CONTROL
7	C6.0-PRELIMINARY DRAINAGE PLAN
8	C7.0-PRELIMINARY UTILITY PLAN

**AGENCY CONTACT LIST**

**OWNER/DEVELOPER**  
 CSI FAMILY INVESTMENTS  
 OF AZ, LLC  
 1307 SCHIFFER ROAD  
 BARTLETT, IL 60103  
 630.577.7156  
 CONTACT: EDDIE GRECO

**CIVIL ENGINEER**  
 WARE MALCOMB  
 1315 22ND ST #410  
 OAK BROOK, IL 60523  
 630.218.0063  
 CONTACT: JON GRZYWA

**ARCHITECT**  
 WARE MALCOMB  
 1315 22ND ST #410  
 OAK BROOK, IL 60523  
 630.218.0063

**PROJECT BENCHMARK**

TM# #1	TM# #2
NORTHING: 1914551.22'	NORTHING: 1914454.48'
EASTING: 1000550.93'	EASTING: 1000115.86'
ELEVATION: 782.95'	ELEVATION: 782.82'
CF: 0.99994308	CF: 0.99994308

VALUES SHOWN HEREON ARE FROM NGS OPUS SOLUTION REPORTS GENERATED FROM STATIC GPS OBSERVATIONS, PERFORMED ON BOTH TEMPORARY BENCHMARKS.  
 DATE OF OBSERVATION: 10/24/2023  
 HORIZONTAL DATUM: SP83 (1201 IL E.)  
 VERTICAL DATUM: NAVD83 (GEOID18)

**BASIS OF BEARINGS**

BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES (1201 IL E.), AS DETAILED IN NGS OPUS SOLUTION REPORTS FOR TM# #1 & TM# #2.

**LEGAL DESCRIPTION**

THE FOLLOWING LOT LOCATED IN ST. CHARLES, KANE COUNTY, ILLINOIS:

PARCEL 1:  
 LOT 4 IN STUART'S CROSSING RETAIL, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED SEPTEMBER 15, 1998 AS DOCUMENT 98K083752, IN KANE COUNTY, ILLINOIS.

PARCEL 2:  
 RIGHTS FOR BENEFIT OF PARCEL 1 CREATED BY AND GRANTED IN THE CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT ("REA") RECORDED SEPTEMBER 11, 1998 AS DOCUMENT 98K083752 FOR THE PURPOSE OF (1) PARKING OF PASSENGER VEHICLES (2) VEHICULAR AND PEDESTRIAN PASSAGE (3) CONNECTION WITH AND USE OF WATER, SANITARY AND STORM WATER, TELEPHONE, ELECTRIC LINES, CONDUITS, TRANSMISSION AND OTHER SIMILAR UTILITY FACILITIES AND (4) DRAINAGE OF STORM WATER.

**SURVEY INFORMATION**

THESE PLANS AND THE ABOVE INFORMATION ARE BASED ON A PRELIMINARY SURVEY BY AMERICAN SURVEYING & MAPPING, INC. PROVIDED TO WARE MALCOMB ON 11/02/2023.



WARE MALCOMB assumes no responsibility for utility locations. The utilities shown on this drawing have been plotted from the best available information. It is, however, the contractor's responsibility to field verify the location of all utilities prior to the commencement of any construction.

**ABBREVIATIONS**

AB	AGGREGATE BASE	OC	ON CENTER
AC	ASPHALT CONCRETE	PB	PULL BOX
BFV	BACK FLOW VALVE	PCC	PORTLAND CEMENT CONCRETE
CF	CURB FACE	PL&	PROPERTY LINE
CL&	CENTERLINE	PVC	POLYVINYL CHLORIDE PIPE
CO	CLEANOUT	R	RADIUS
DF	DEEPEMED FOOTING	(RAD)	RADIAL BEARING
DIP	DUCTILE IRON PIPE	RCP	REINFORCED CONCRETE PIPE
EG	EXISTING GRADE	R/W ROW	RIGHT OF WAY
EL	ELEVATION	SD/STRM	STORM DRAIN
EOA	EDGE OF ASPHALT	STA	STATION
ESMT	EASEMENT	SS/SAN	SANITARY SEWER
EX	EXISTING	TG	TOP OF GRATE
FDC	FIRE DEPARTMENT CONNECTION	TW	TOP OF WALL
FES	FLARED END SECTION	TBC	TOP BACK OF CURB
FG	FINISHED GRADE	TFI	TOP FACE OF CURB
FH	FIRE HYDRANT	TC	TOP OF CURB
FFFFE	FINISH FLOOR ELEVATION	TOP	TOP OF PIPE
FG	FINISHED GRADE	TOW	TOP OF WALL
FGW	FINISH GRADE AT WALL	TYP.	TYPICAL
FL&	FLOW LINE	VIF	VERIFY IN FIELD
FS	FINISHED SURFACE	WM	WATER METER
GB	GRADE BREAK	WSEL	WATER SURFACE ELEVATION
GBPT	GRADE AT BOTTOM OF WALL	WV	WATER VALVE
GTW	GRADE AT TOP OF WALL		
GM	GAS METER		
GV	GAS VALVE		
HP	HIGH POINT		
LP	LOW POINT		
INV	INVERT		
LF	LINEAR FEET		
ME	MATCH EXISTING		
MH	MANHOLE		
NG	NATURAL GROUND		

**WARE MALCOMB**  
 LEADING DESIGN FOR COMMERCIAL REAL ESTATE

1315 E. 22nd Street  
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 Oak Brook, IL 60523  
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 waremalcomb.com

FOR AND ON BEHALF  
 OF WARE MALCOMB

**FOX HAVEN SQUARE**  
**PRELIMINARY ENGINEERING**  
 502 N KIRK RD.  
 ST. CHARLES, IL 60174

NO.	DATE	REVISIONS

JOB NO.:	CH23-0124
PA / PM:	J. GRZYWA
DESIGNED:	T. SNOW
DATE:	1-19-24
PLOT DATE:	04/18/24

SHEET  
**C1.0**  
 Sheet 1 of 8





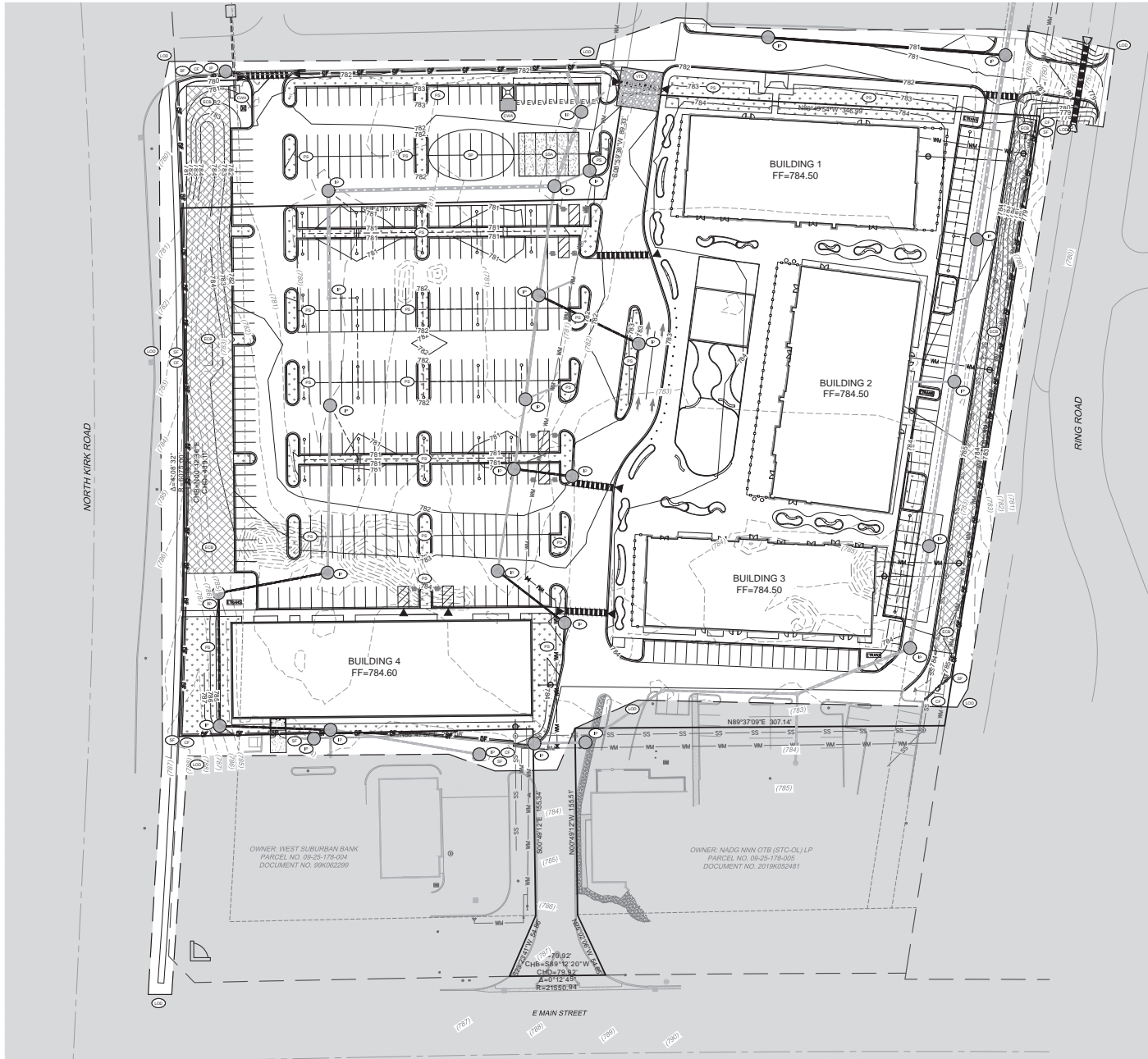








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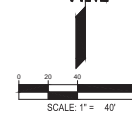


**EROSION CONTROL BMP LEGEND**

LOC	LIMITS OF CONSTRUCTION	
CF	CONSTRUCTION FENCE	
CWA	CONCRETE WASHOUT AREA	
ECB	EROSION CONTROL BLANKET	
IP	INLET PROTECTION	
MU	MULCHING & TEMPORARY SEEDING	
TS	PERMANENT SEEDING / LANDSCAPE (PER LANDSCAPE PLAN)	
PS	SILT FENCE	
SP	STOCKPILE MANAGEMENT	
SSA	STABILIZED STAGING AREA	
VTC	VEHICLE TRACKING CONTROL	

**EROSION CONTROL NOTES**

- CONTRACTOR TO INSPECT AND MAINTAIN EROSION CONTROL MEASURES THROUGHOUT THE COURSE OF CONSTRUCTION, INCLUDING INSTALLING, REPAIRING, REPLACING, RELOCATING, AND MODIFYING AS NECESSARY FOR CONSTRUCTION AND TO ENSURE THE SITE IS IN COMPLIANCE WITH STATE AND LOCAL REQUIREMENTS.
- ADDITIONAL EROSION CONTROL MEASURES NOT SHOWN ON THIS PLAN MAY BE NECESSARY TO PREVENT EROSION AND SEDIMENTATION.
- AREAS THAT ARE TO REMAIN IN A DISTURBED CONDITION FOR AN EXTENDED PERIOD SHALL BE TEMPORARILY SEEDDED IN ACCORDANCE WITH STATE AND LOCAL CRITERIA.
- REFER TO THE APPROVED LANDSCAPE PLAN FOR FINAL STABILIZATION INFORMATION. AREAS NOT STABILIZED BY PAVEMENT, BUILDING FOOTPRINT, PERMANENT LANDSCAPING, OR OTHER PERMANENT STABILIZATION SHALL BE PERMANENTLY SEEDDED PER STATE AND LOCAL REQUIREMENTS.
- CONTRACTOR TO KEEP PAVEMENT CLEAN OF MUD AND DEBRIS USING SWEEPING/SCRAPING EQUIPMENT TO BE STORED ON-SITE.
- PROVIDE VEHICLE WASHOUT FOR VEHICLES ENTERING SITE LOCATED OUTSIDE OF IDOT RIGHT OF WAY.



**WARE MALCOMB**  
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waremalcomb.com

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FOR AND ON BEHALF OF WARE MALCOMB

**FOX HAVEN SQUARE**  
**PRELIMINARY ENGINEERING**  
502 N KIRK RD.  
ST. CHARLES, IL 60174

---

<b>PRELIMINARY EROSION CONTROL &amp; SEDIMENT CONTROL PLAN</b>	<b>REVISIONS</b>
NO. DATE	

---

JOB NO.:	CH23-0124
PA / PM:	J. GRZYWA
DESIGNED:	T. SNOW
DATE:	1-19-24
PLOT DATE:	04/18/24

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SHEET  
**C5.0**

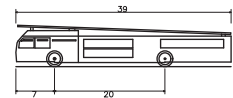
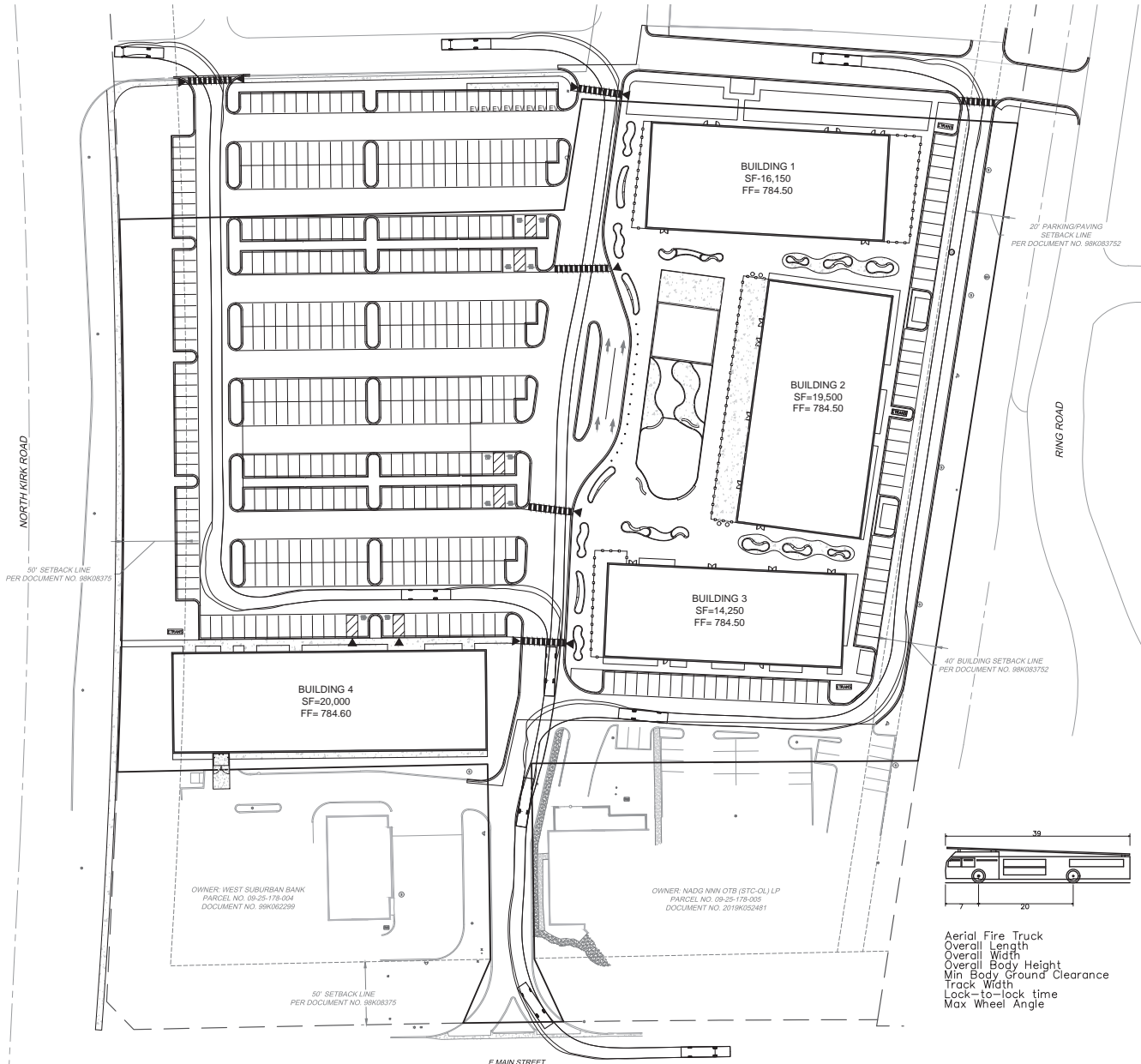
Sheet 6 of 8

NOT FOR CONSTRUCTION









Aerial Fire Truck  
Overall Length 39.000ft  
Overall Width 7.167ft  
Overall Body Height 7.500ft  
Min Body Ground Clearance 0.750ft  
Track Width 4.000ft  
Lock-to-lock time 45.00s  
Max Wheel Angle



**WARE MALCOMB**  
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FOR AND ON BEHALF  
OF WARE MALCOMB

**FOX HAVEN SQUARE**  
PRELIMINARY ENGINEERING  
502 N KIRK RD.  
ST. CHARLES, IL 60174

**FIRE ACCESS & CIRCULATION PLAN**

NO.	DATE	REMARKS

JOB NO.:	CHI23-0124
PA / PM:	J. GRZYWA
DESIGNED:	T. SNOW
DATE:	1-19-24
PLOT DATE:	04/17/24

SHEET  
**1**





















# FOX HAVEN SQUARE

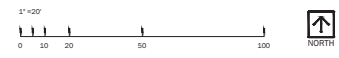
ST. CHARLES, ILLINOIS

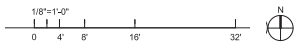
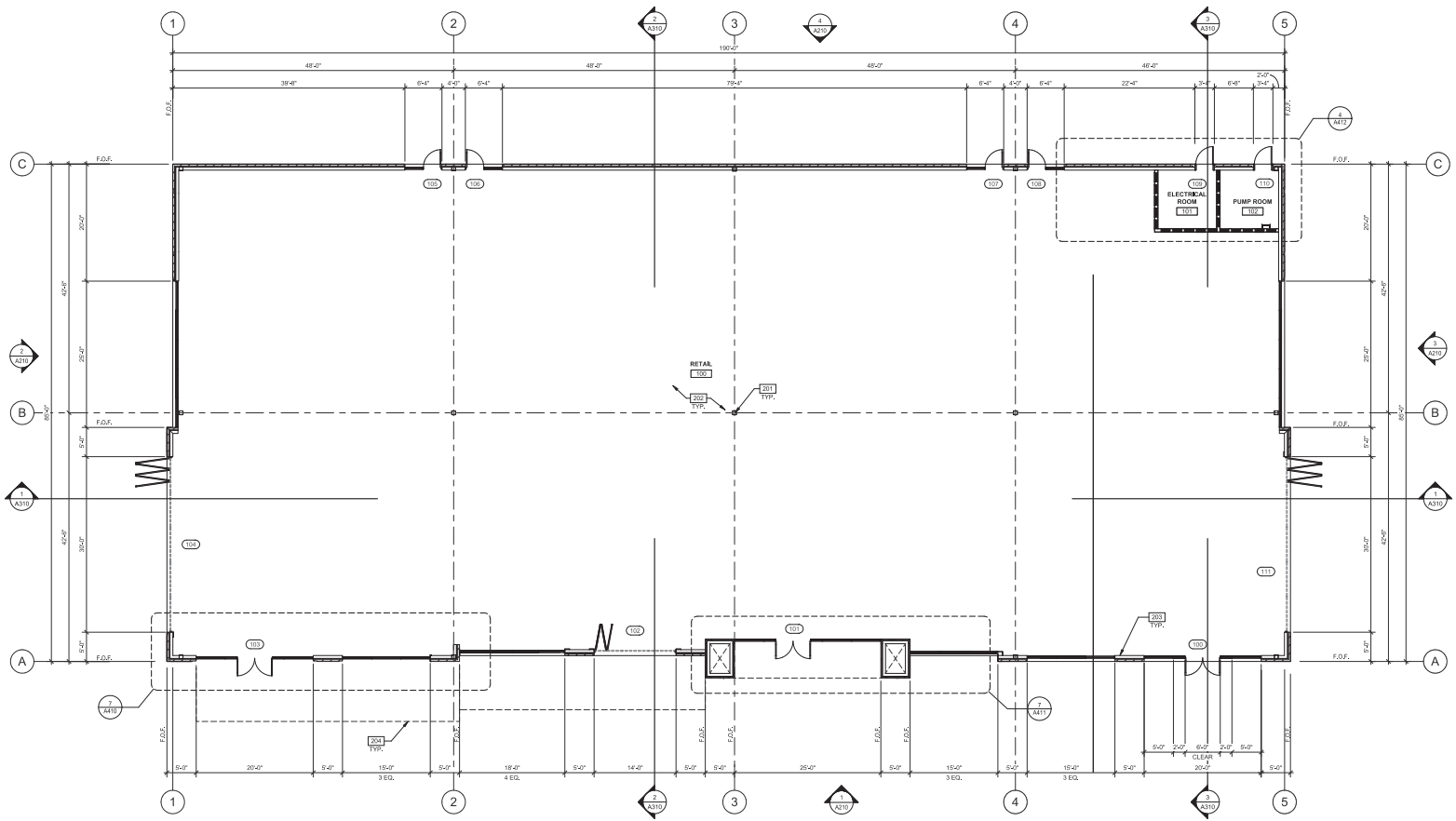
CHI23-0124-00  
APRIL 25, 2024

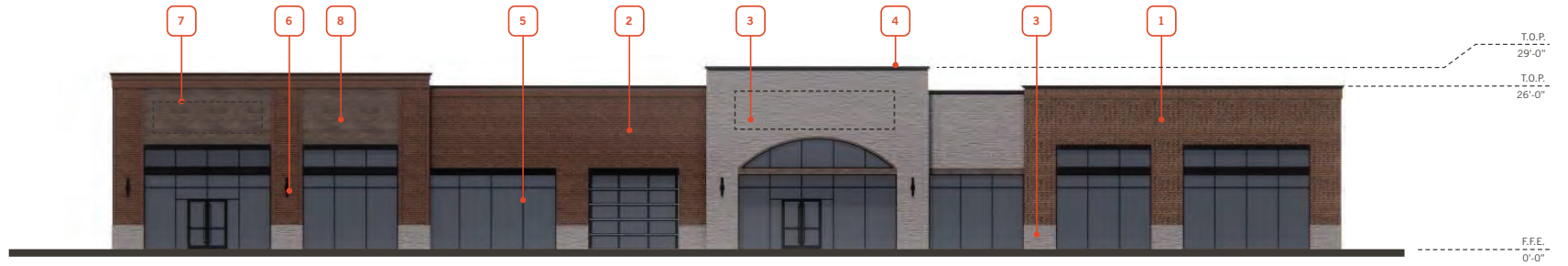
**WARE MALCOMB**

STATE OF ILLINOIS DESIGN FIRM REGISTRATION NO. 194-004069





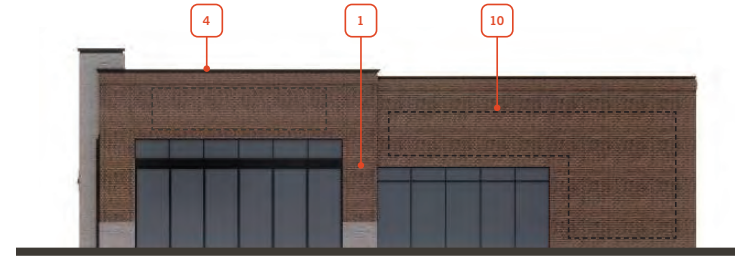




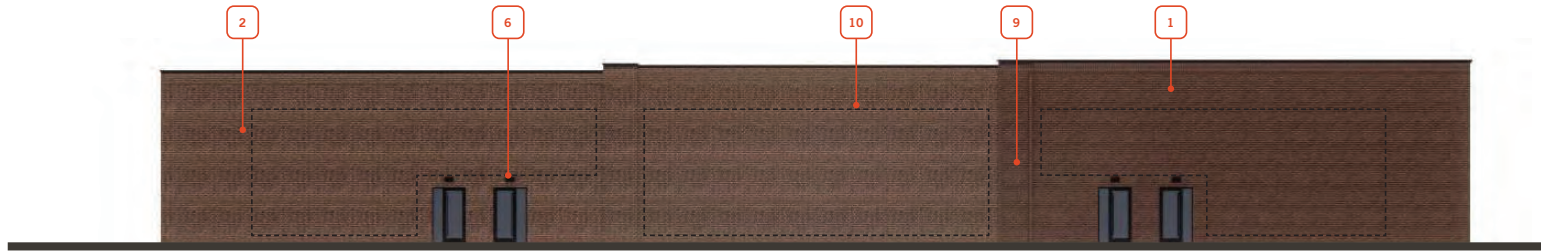
SOUTH



WEST



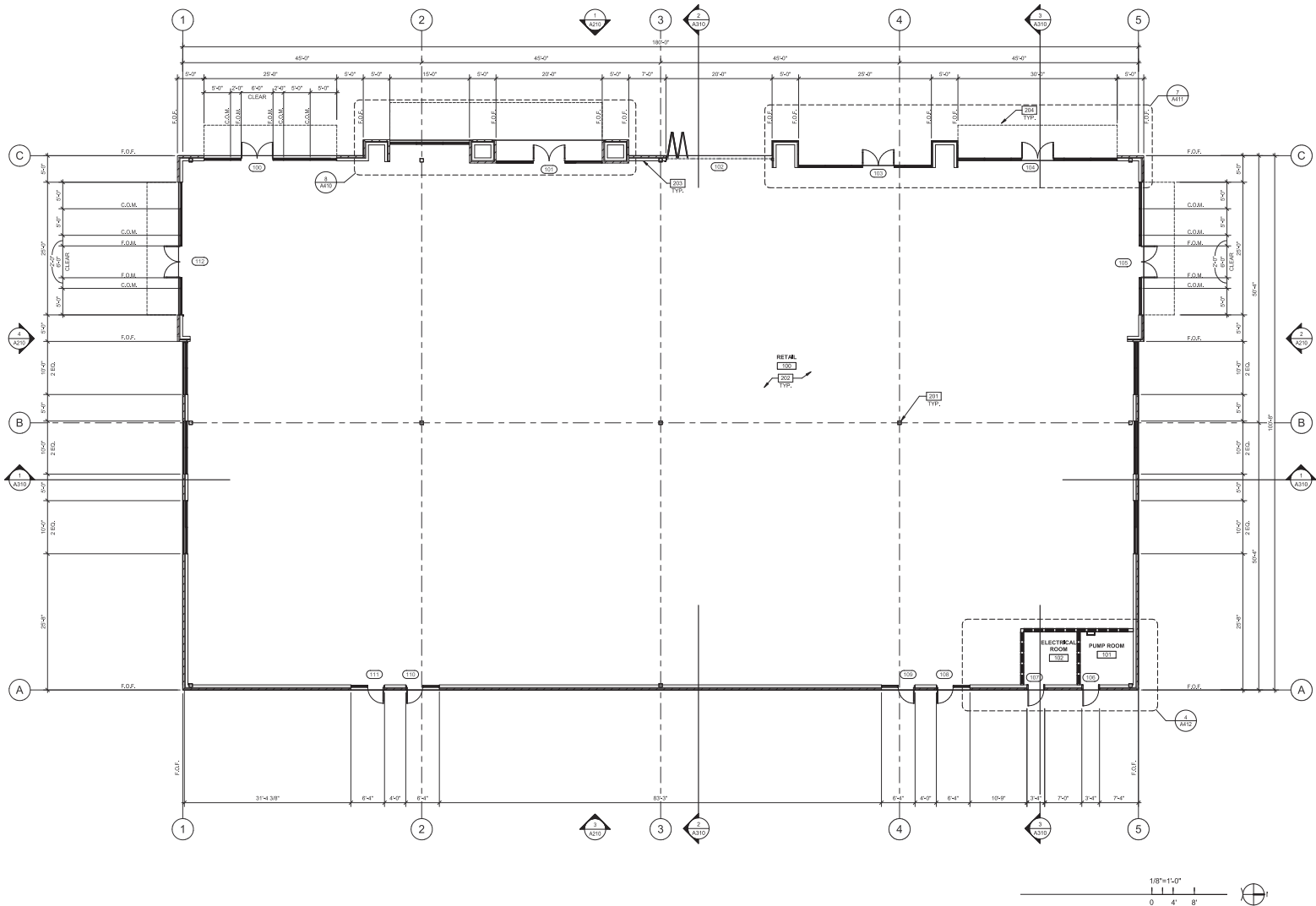
EAST



NORTH

KEYNOTES

- |                               |  |   |   |
|-------------------------------|--|---|---|
| <b>1</b> BRICK - MIDDLE TONE  | <b>4</b> ALUMINUM PRE-FINISHED COPING<br>DARK FINISH | <b>7</b> POTENTIAL LOCATION FOR SIGNAGE | <b>10</b> POTENTIAL LOCATION(S) FOR ART MURAL |
| <b>2</b> BRICK - DARK TONE    | <b>5</b> ALUMINUM STOREFRONT<br>DARK FINISH          | <b>8</b> WOOD VENEER ACCENT             |   |
| <b>3</b> STACKED STONE VENEER | <b>6</b> EXTERIOR LIGHTING                           | <b>9</b> BRICK EXPRESSION               |   |





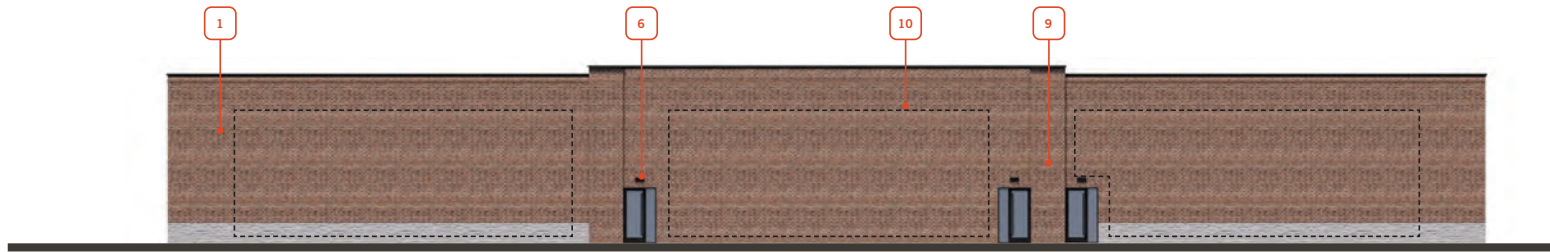
WEST



NORTH



SOUTH

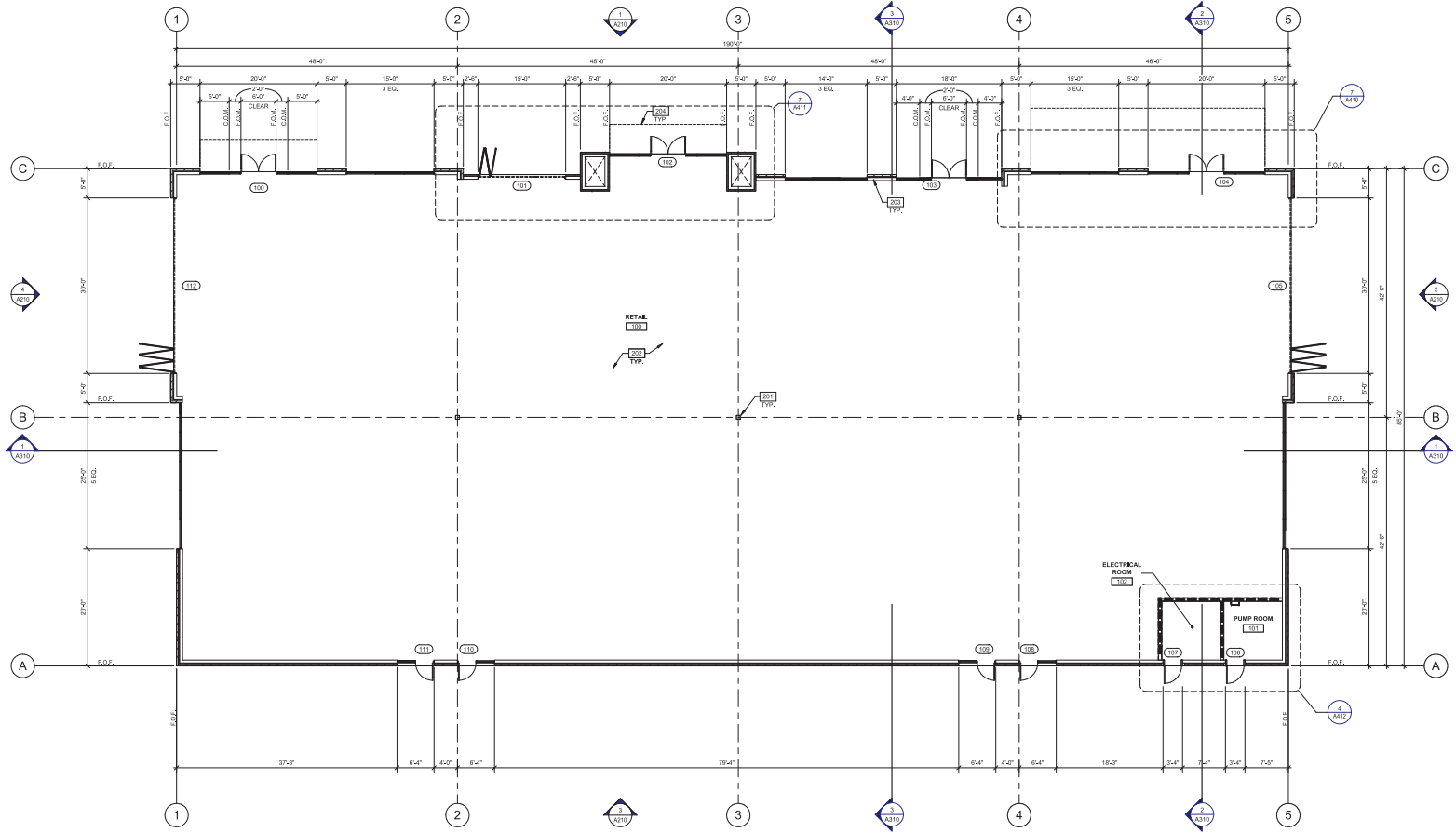


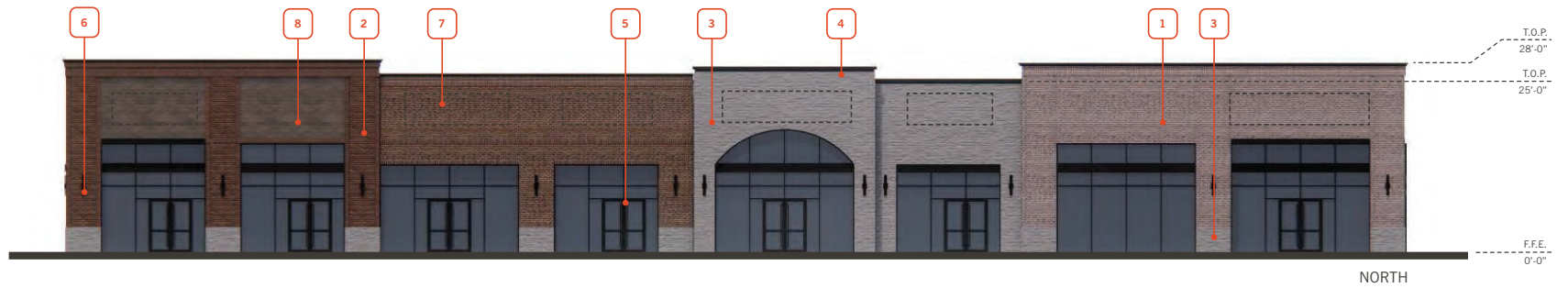
EAST

KEYNOTES

- |                               |  |   |   |
|-------------------------------|--|---|---|
| <b>1</b> BRICK - MIDDLE TONE  | <b>4</b> ALUMINUM PRE-FINISHED COPING<br>DARK FINISH | <b>7</b> POTENTIAL LOCATION FOR SIGNAGE | <b>10</b> POTENTIAL LOCATION(S) FOR ART MURAL |
| <b>2</b> BRICK - DARK TONE    | <b>5</b> ALUMINUM STOREFRONT<br>DARK FINISH          | <b>8</b> WOOD VENEER ACCENT             |   |
| <b>3</b> STACKED STONE VENEER | <b>6</b> EXTERIOR LIGHTING                           | <b>9</b> BRICK EXPRESSION               |   |







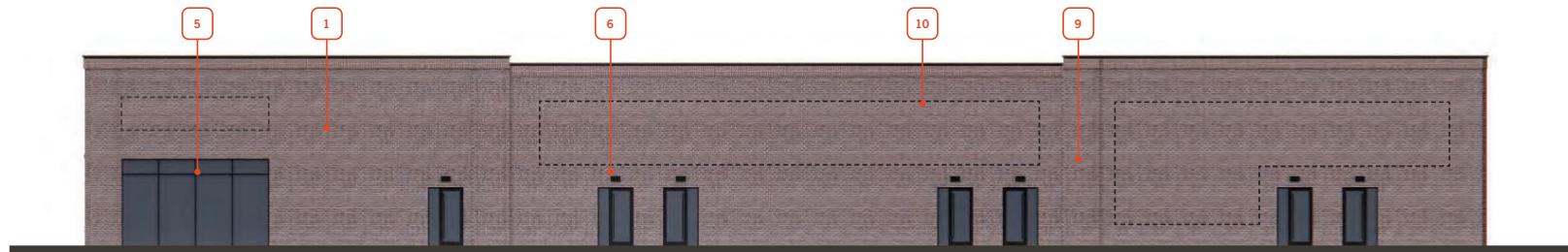
NORTH



EAST



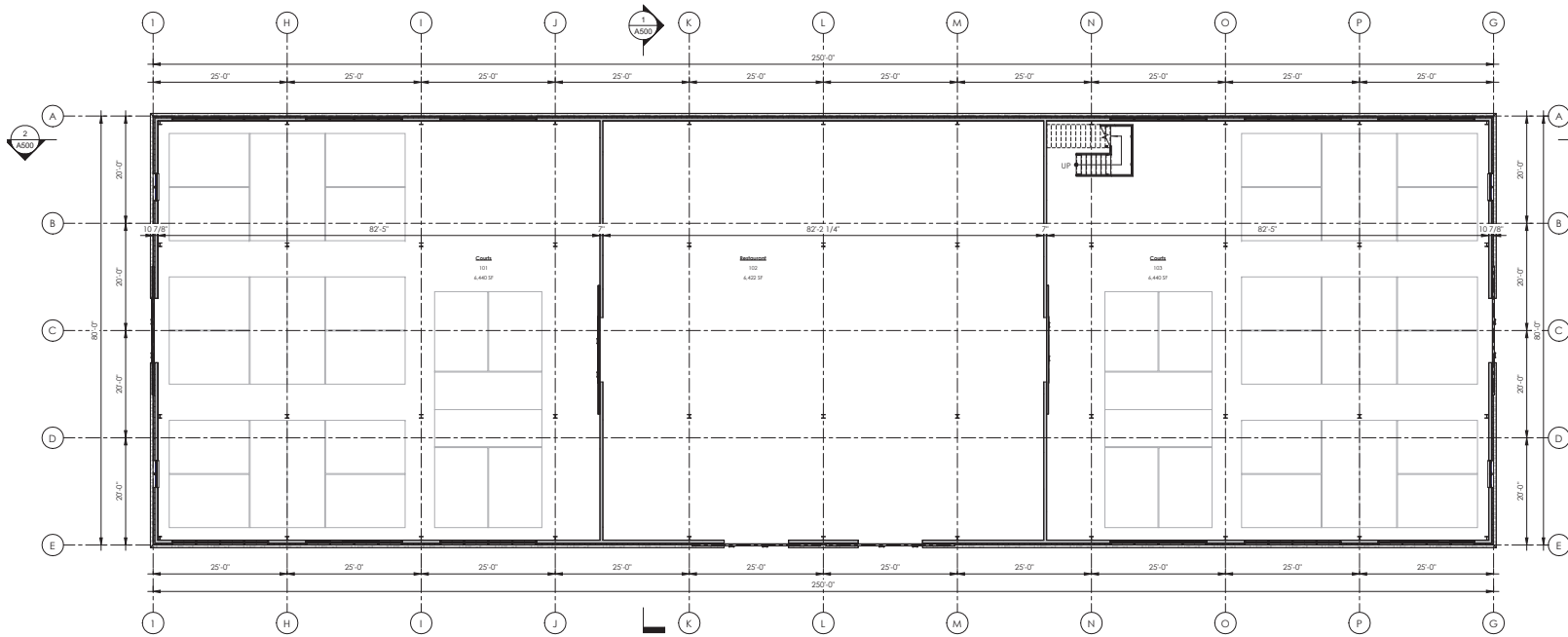
WEST



SOUTH

KEYNOTES

- |                               |  |   |   |
|-------------------------------|--|---|---|
| <b>1</b> BRICK - MIDDLE TONE  | <b>4</b> ALUMINUM PRE-FINISHED COPING<br>DARK FINISH | <b>7</b> POTENTIAL LOCATION FOR SIGNAGE | <b>10</b> POTENTIAL LOCATION(S) FOR ART MURAL |
| <b>2</b> BRICK - DARK TONE    | <b>5</b> ALUMINUM STOREFRONT<br>DARK FINISH          | <b>8</b> WOOD VENEER ACCENT             |   |
| <b>3</b> STACKED STONE VENEER | <b>6</b> EXTERIOR LIGHTING                           | <b>9</b> BRICK EXPRESSION               |   |





NORTH



EAST



WEST



SOUTH

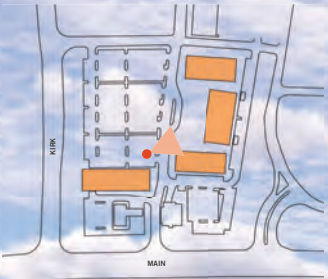
#### KEYNOTES

- 1 ALUMINUM STOREFRONT  
WHITE MULLIONS
- 2 PREFINISHED METAL PANEL  
LIGHT/WHITE
- 3 STACKED STONE VENEER

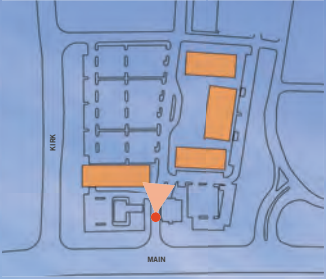


























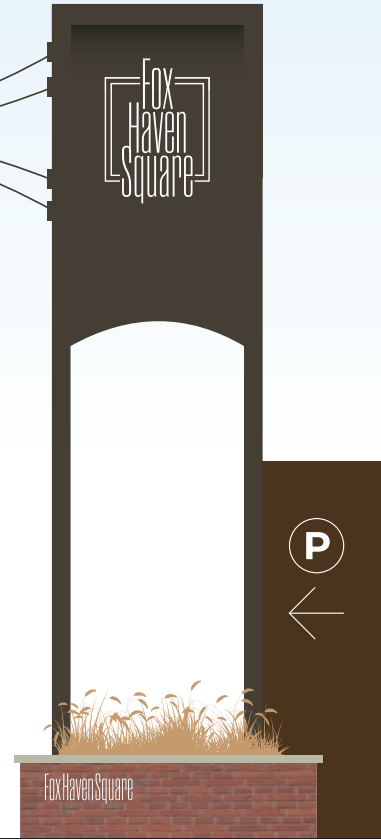
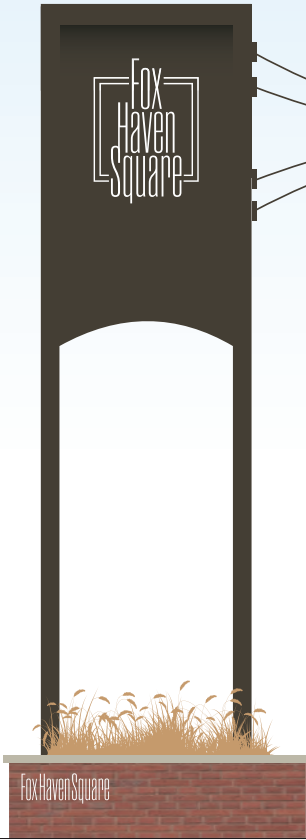




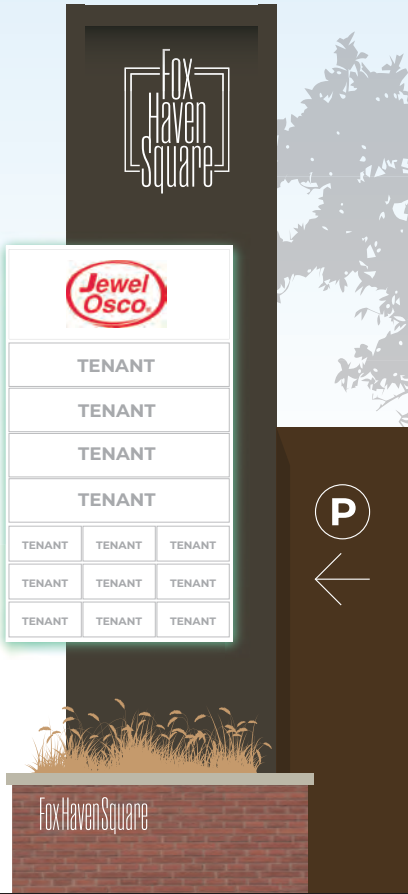




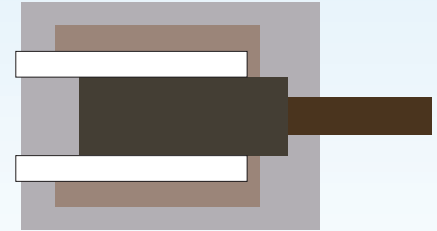




Fox Haven Square

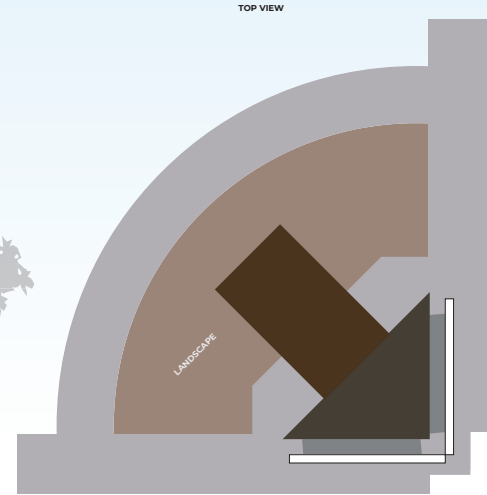
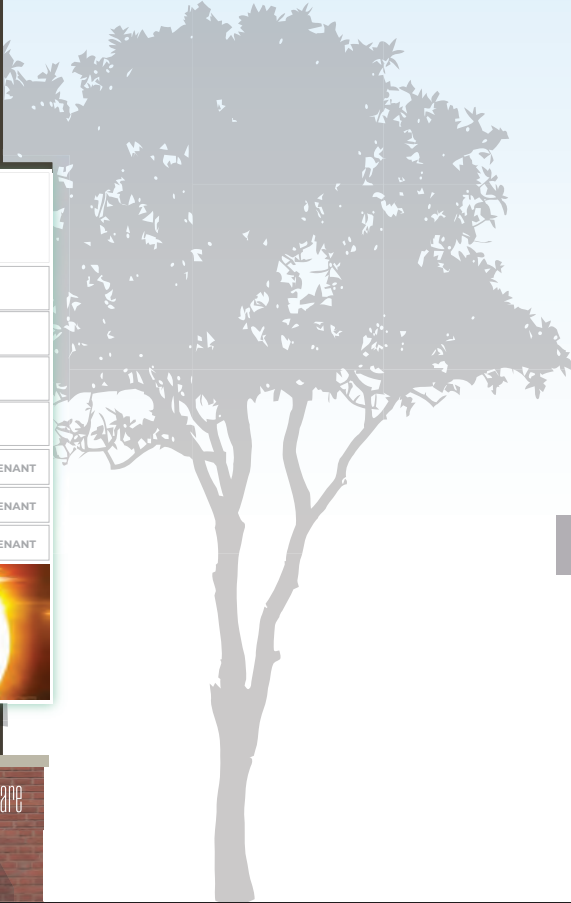
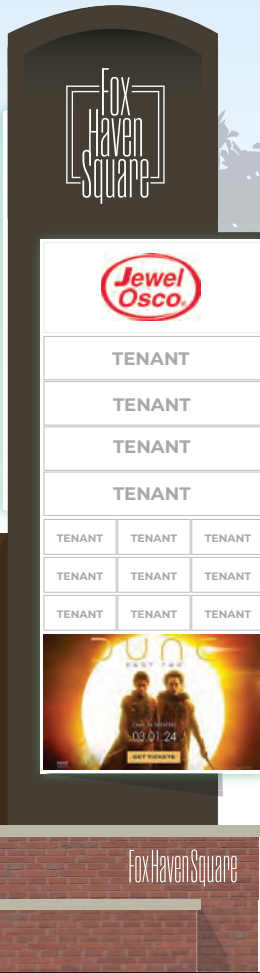
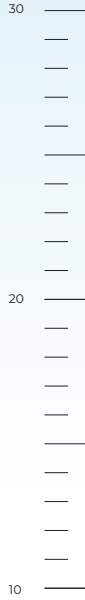


TOP VIEW





Fox Haven Square

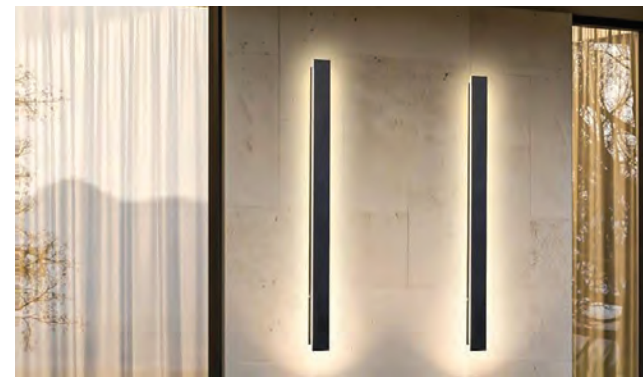


FOX HAVEN SQUARE - ST. CHARLES, IL CHI23-0124-00

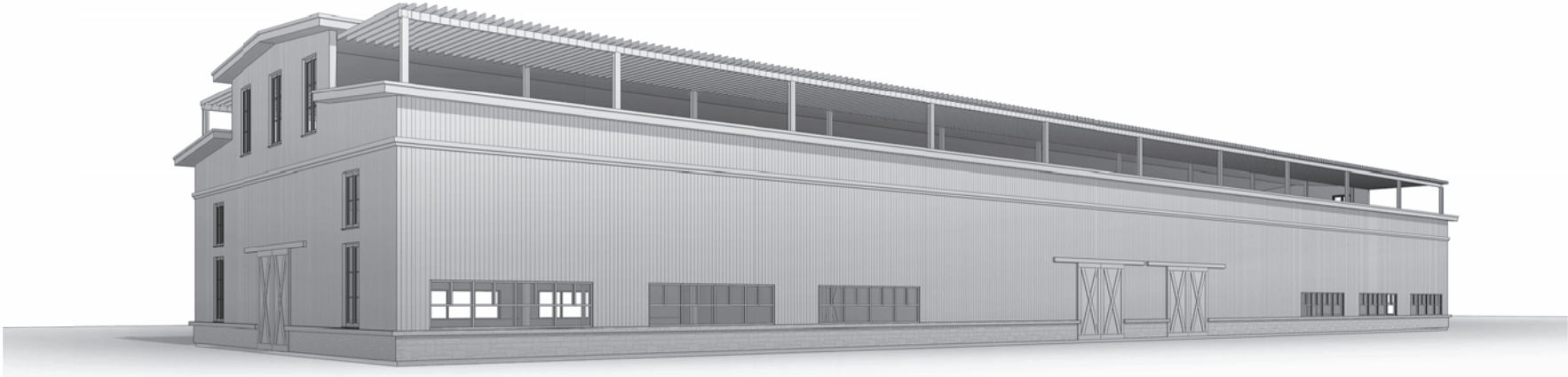
SITE SIGNAGE

WARE MALCOMB  
STATE OF ILLINOIS DESIGN FIRM REGISTRATION NO. 194-004069

04.25.2024

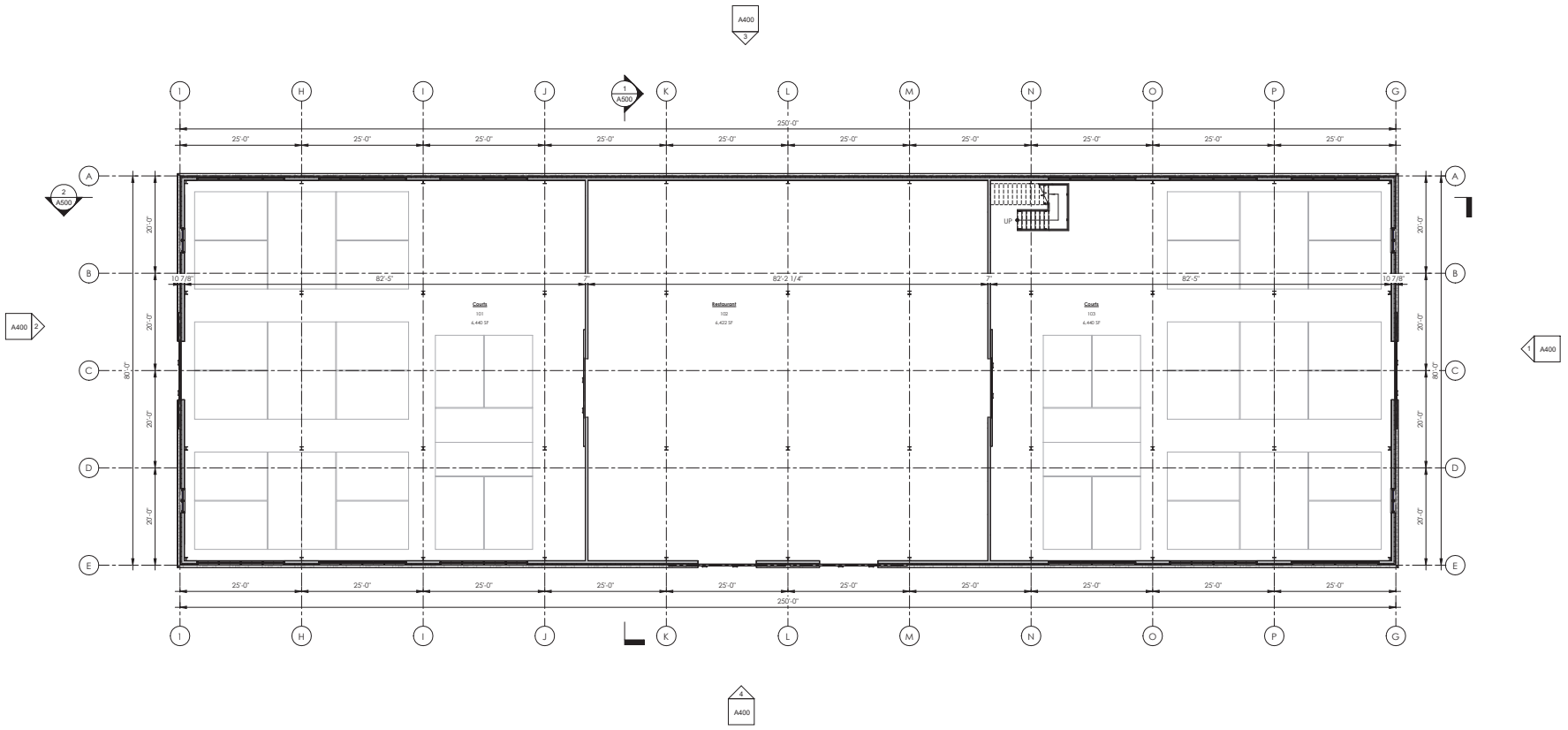


Montauk pickleball



- A100 Cover Sheet
- A101 General Notes
- A210 1ST Floor Plan
- A220 Mezzanine Floor Plan
- A300 2nd Floor Plan
- A310 Roof Plan
- A400 Elevations
- A500 Sections 1
- A600 Details & Schedules
- A601 Details & Schedules
- A602 Details & Schedules
- A603 Details & Schedules
- A800 Isometric Views
- A900 Perspective views

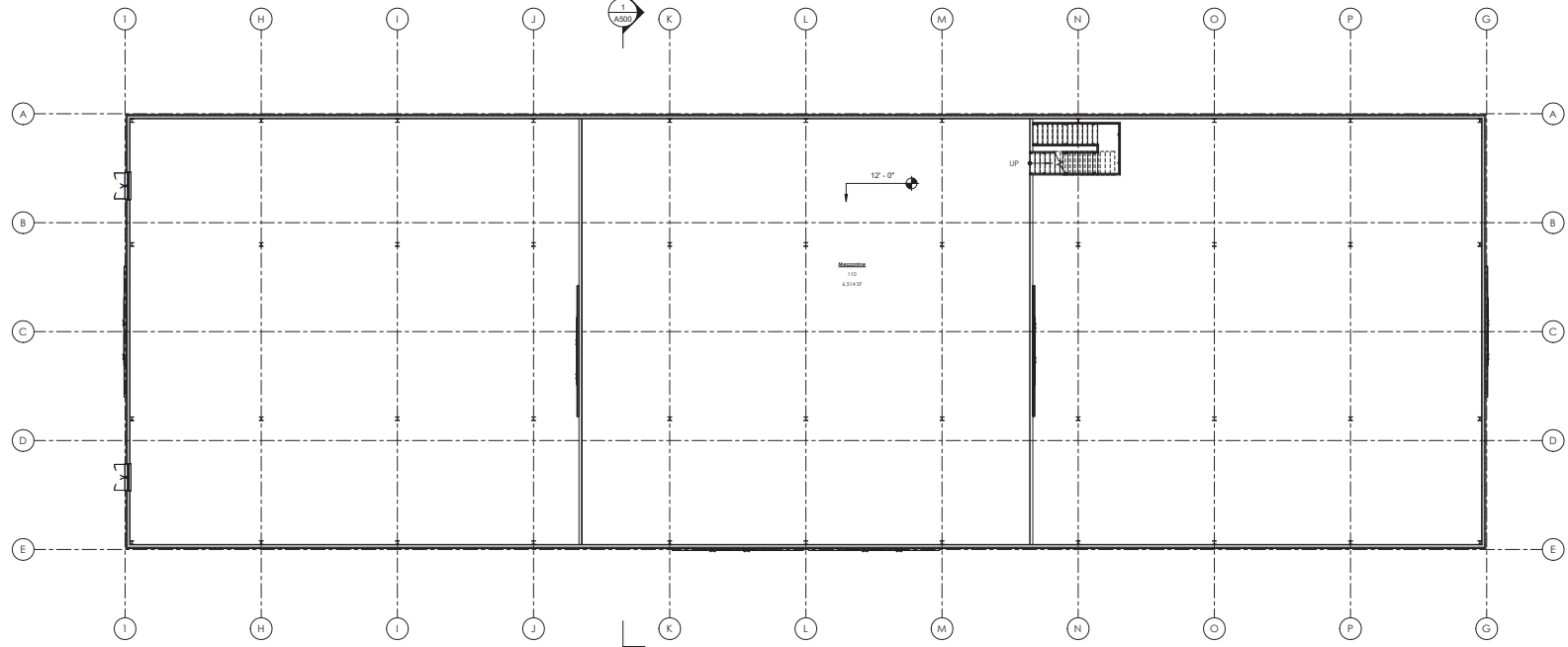


1 FLOOR PLAN  
3/32 = 1'-0"

Room Schedule 1st Floor		
Number	Name	Area
<b>1ST Floor Plan</b>		
101	Courts	6,440 SF
102	Restaurant	6,422 SF
103	Courts	6,440 SF
		19,302 SF
<b>MEZZANINE FLOOR</b>		
110	Mezzanine	6,514 SF
		6,514 SF
<b>2ND FLOOR LEVEL</b>		
201	Courts	16,709 SF
202	Mechanicals area	2,567 SF
		19,296 SF
		45,112 SF

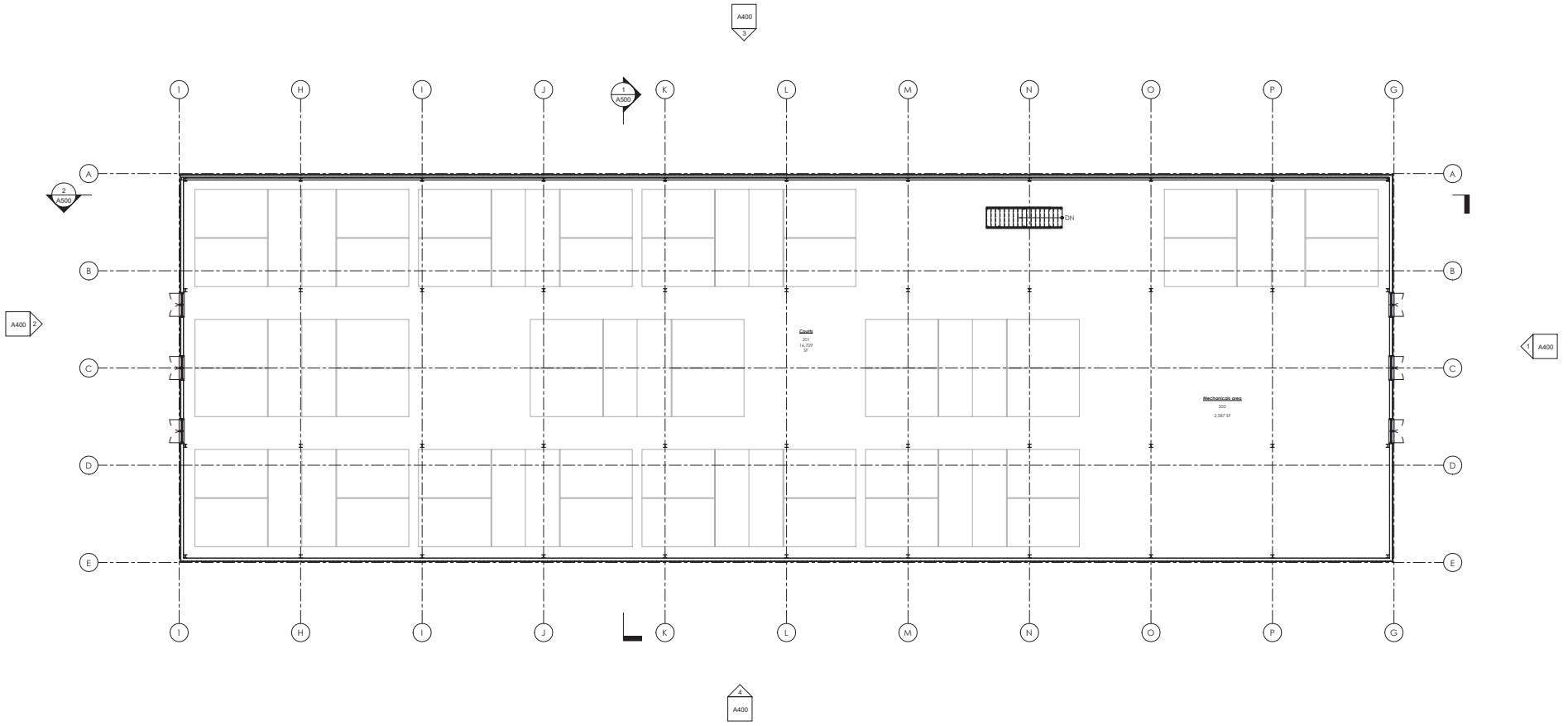




① MEZZANINE FLOOR  
3/32" = 1'-0"

Rev	Date	Description

1 2ND FLOOR LEVEL  
1" = 10'-0"



2nd Floor Plan

05/19/2020

A300

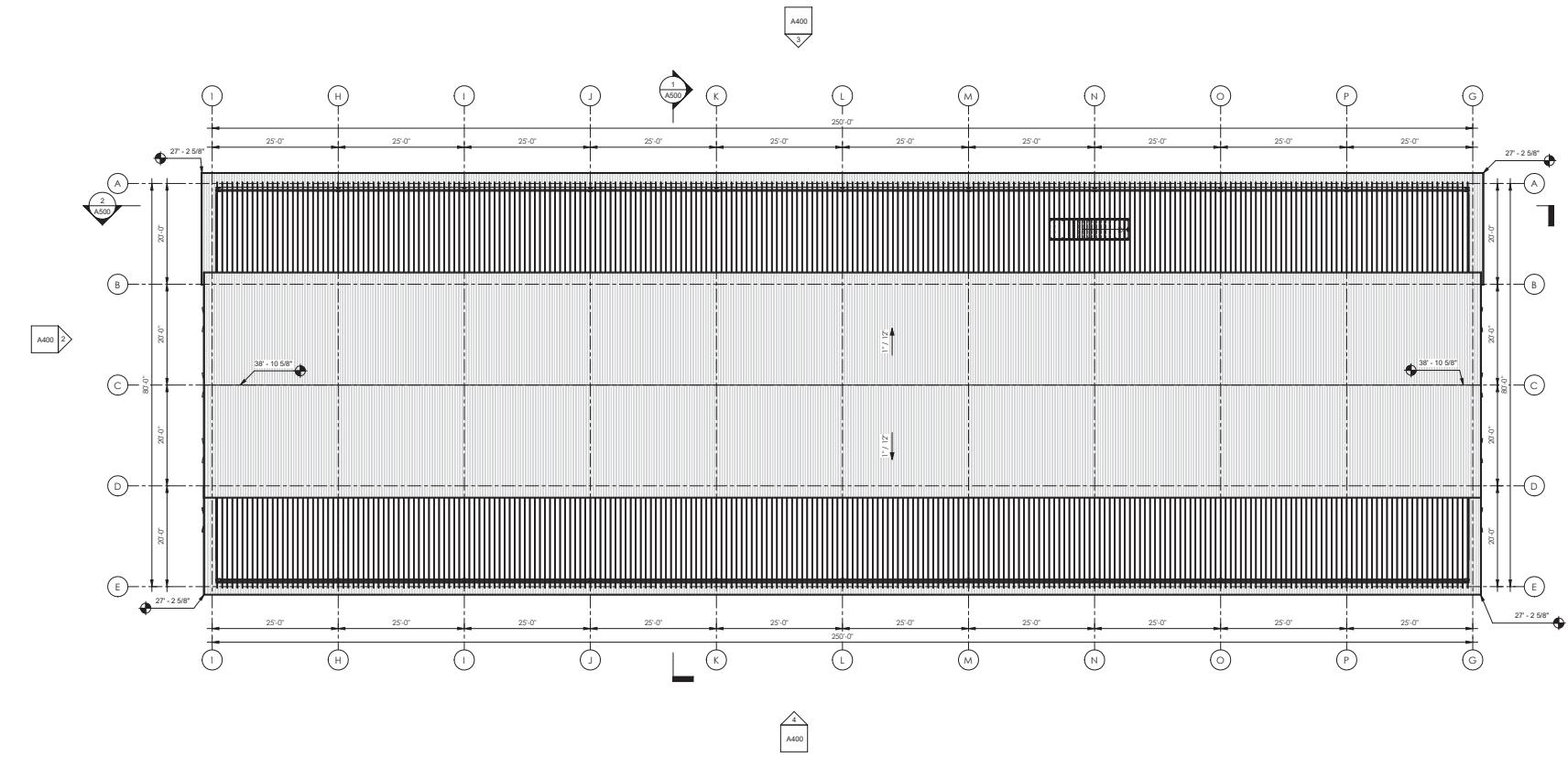
Project Number

1" = 10'-0"

Owner  
Mentana, pckeball  
Project Number  
Project Status

APPROVAL SET - NOT FOR CONSTRUCTION

**ECO STEEL**  
25000 Rockwood Blvd, Suite 100  
Laguna Niguel, CA 92653  
Tel: 949.337.6644  
Fax: 949.337.6644



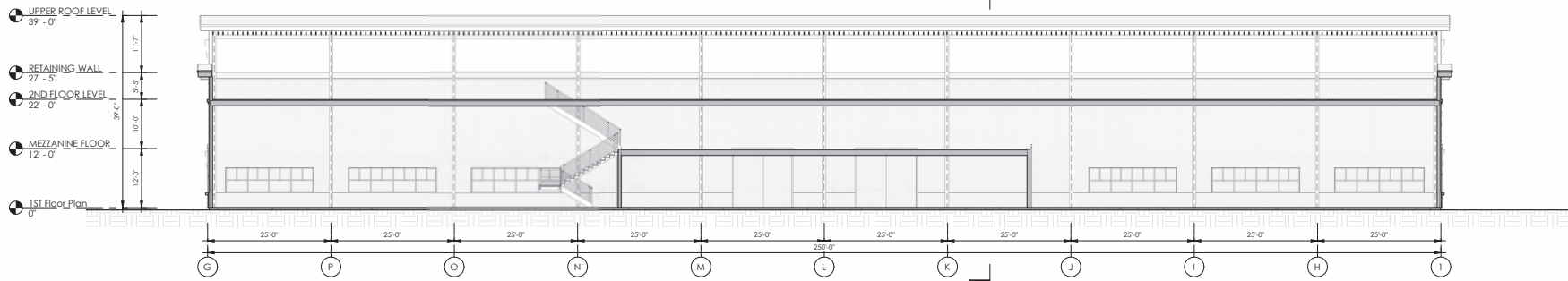
① UPPER ROOF LEVEL  
 $3/32" = 1'-0"$

Date	By	Check
05.10.2020	AS10	[blank]
	Project Number	[blank]
	Scale	3/32" = 1'-0"

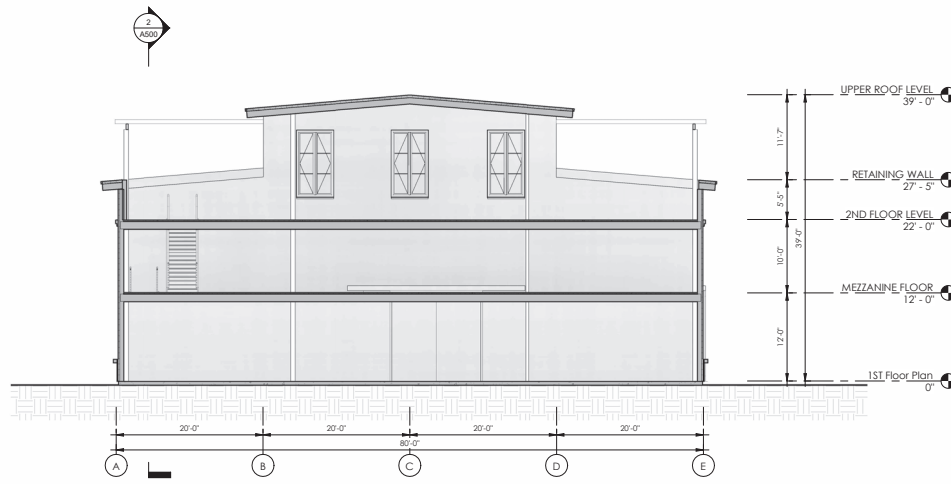
APPROVAL SET - NOT FOR CONSTRUCTION



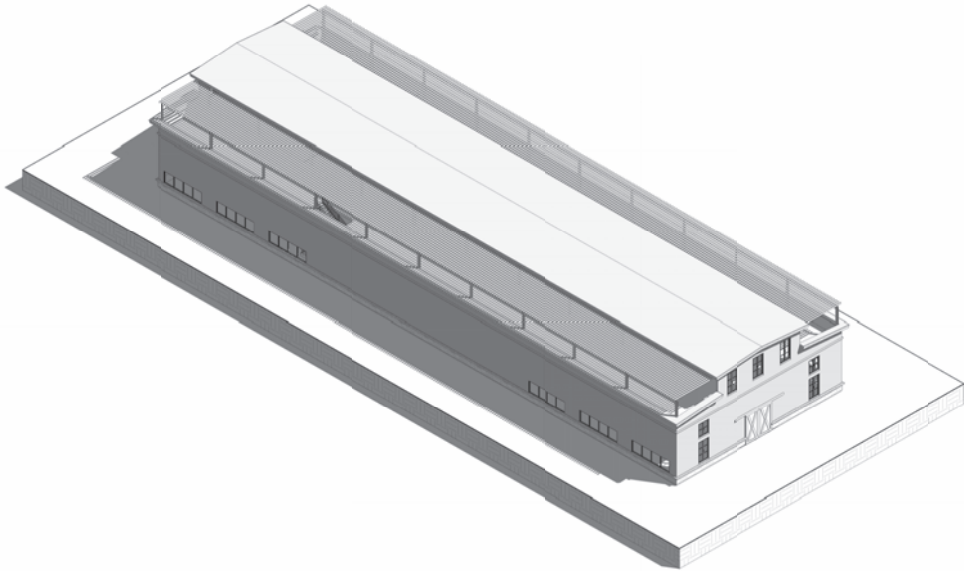




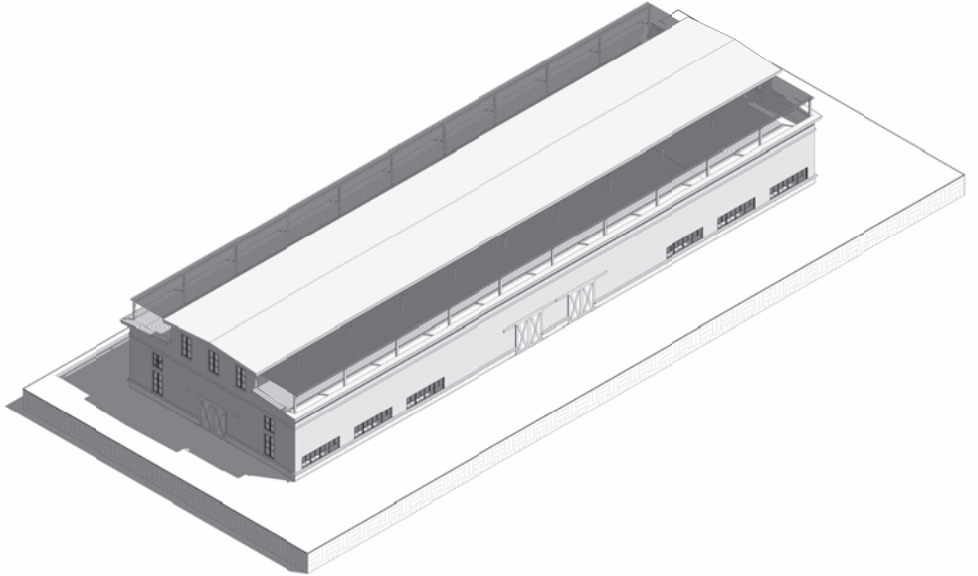
Section 1  
3/32" = 1'-0"



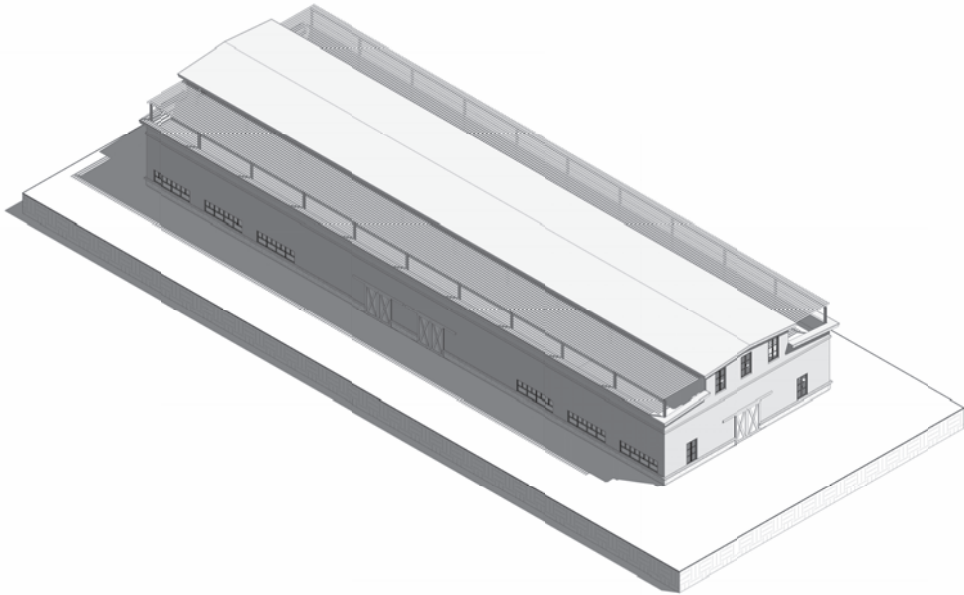
Section A  
1/8" = 1'-0"



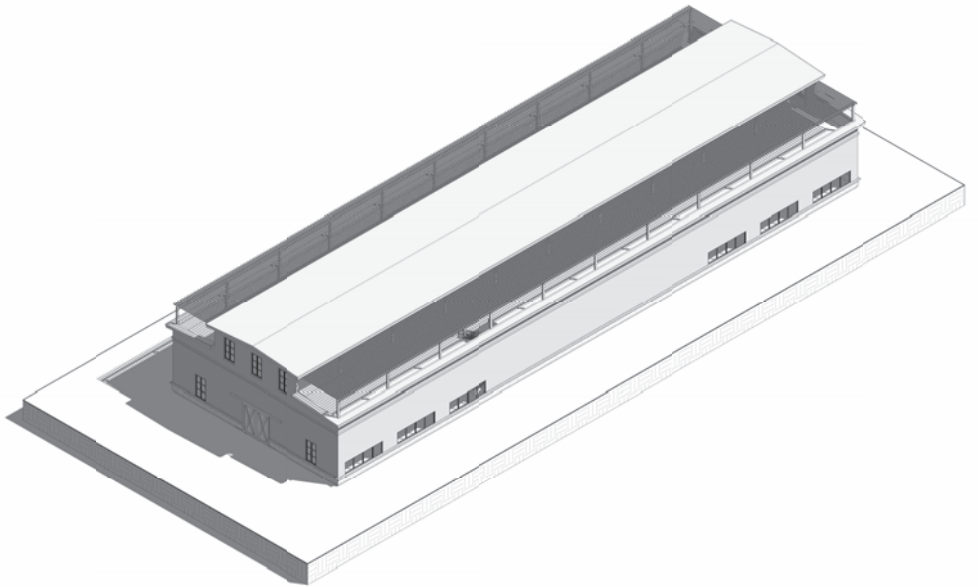
① Isometric 1



② Isometric 2



③ Isometric 3




④ Isometric 4

Isometric Views	05.10.2020
AS01	
Project Number	
Project Status	





 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 4b
	Title:	<b>Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 619 W Main St.</b>	
	Presenter:	<b>Rachel Hitzemann, Planner</b>	
<b>Meeting:</b> Planning & Development Committee		<b>Date:</b> June 10, 2024	
<b>Proposed Cost:</b> \$14, 688.75		<b>Budgeted Amount:</b> \$40,000 for FY	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p><b><u>Program Description</u></b>  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 for buildings located in Special Service Area 1B (Downtown Revitalization) or in a Historic District or designated Historic Landmark site. 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 involving new improvements and up to 25% for maintenance work. Up to \$10,000 is available for a 30 ft. length of building façade. There is a limit of \$20,000 of grant funds per property in any 5 year period.</p> <p><b><u>Proposal</u></b>  Eric Lawson, on behalf of Millington Square LLC, has requested a Façade Improvement grant for the property located at 619 W Main St. The project scope includes replacing all of the siding on the barn structure with LP Board and Batten siding</p> <p><b><u>Historic Commission review – 5/15/24</u></b>  The Historic Commission reviewed the project and unanimously voted to recommend approval at 25% reimbursement, because the siding replacement is maintenance on an accessory structure.</p> <p><b><u>Grant Amount</u></b>  Total Cost of Project: \$19,330  The project is eligible to receive up to \$9,665 based on 50% reimbursement for restoration/ preservation.</p>			
<b>Attachments</b> (please list): Historic Commission Resolution, Program Requirements, Façade Improvement Grant Application, Current Photos, Grant Agreement			
<b>Recommendation/Suggested Action</b> (briefly explain): Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 619 W Main St.			

**City of St. Charles, Illinois**

**Historic Preservation Commission Resolution No. 4-2024**

**A Resolution Recommending Approval of  
A Façade Improvement Grant Application  
(619 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 619 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 said Façade Improvement Grant Application to be in conformance with the program requirements.

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 25% reimbursement because the project is maintenance on an accessory building.

Roll Call Vote:

Ayes: Smunt, Rice, Kessler, Pretz, Morin, Dickerson, Malay

Nays: None.

Abstain: None.

Absent: None

Motion Carried.

**PASSED**, this 15<sup>th</sup> day of May, 2024.

---

Chairman

# FAÇADE IMPROVEMENT GRANT PROGRAM DESCRIPTION

MAY 1, 2022

COMMUNITY DEVELOPMENT DEPT. /PLANNING DIVISION

CITY OF ST. CHARLES



## 1. Program Purpose

- The Facade Improvement Program is intended to promote reinvestment and restoration of commercial and residential buildings in the downtown area, with a focus on supporting historic preservation practices.
- The program is intended to assist property owners and commercial tenants to rehabilitate and restore the visible exterior of existing structures.
- 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. Application, Review and Approval Process:

- **Determine if your property is eligible for either the Commercial or Residential Façade Improvement Grant.**
- **Determine if your project is eligible for grant reimbursement.**
- **Define the scope of your proposed improvements.** This will probably involve consulting with an architect or other appropriate design professional (for projects that do not need an architect, consult with a contractor).
- **Contact the City to schedule a preliminary review of the project by the Historic Preservation Commission early in the design process to determine if the project scope and improvements will meet the program requirements.** The Historic Preservation Commission will consider the architectural appropriateness of proposed improvements using Design Guidelines and the Historic Preservation Ordinance (Chapter 17.32 of the Municipal Code). 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 grant projects, regardless of whether they are in the Historic District.
- **The grant Program Year runs from May 1 to April 30 of the following year. Grant applications are accepted beginning in March of each year for the Program Year beginning on May 1.** (Note: The budget for the Program Year will not be finalized until approved by the City Council each year. This typically occurs in early April.)
- **Submit a complete grant application. Attend the following meetings on the dates provided by City staff:**
  - The **Historic Preservation Commission** will review and make a recommendation regarding the grant. They meet on the 1<sup>st</sup> and 3<sup>rd</sup> Wednesdays of each month at 7:00pm.
  - The **Planning & Development Committee** of the City Council will review the Historic Commission recommendation at their meeting on the second Monday of the month at 7:00pm.

If recommended for approval, the City Council will then vote on the formal grant agreement at a subsequent meeting. The grant agreement will follow the standard form, which is attached. Attendance at this meeting is not necessary unless requested.

**The earliest the grant agreement can be approved by the City Council is the third Monday of May.** Work initiated prior to City Council approval of the grant agreement is not eligible for reimbursement.

### 3. Commercial Façade Grant

- Eligible Properties:  
Commercial or Multi-Family Residential Buildings (two or more units) located within either:
  - Special Service Area #1B
  - Historic District or Landmark SiteProperties that are at least 50 years of age are given first priority until Sept. 1<sup>st</sup>. Applications received for structures less than 50 years of age will not be reviewed until Sept. 1<sup>st</sup>.
- Application Priority Hierarchy  
Preference will be given to received applications in the following order:
  1. Structures 50+ years of age
    - a. Restoration projects
    - b. Renovation Projects
  2. Structures less than 50 years of age
- Minimum Project Cost: \$2,500
- Grant for Front or Side Facades (visible from street): Maximum grant amount is based upon the frontage of the façade to be renovated, at a maximum of \$10,000 per 30 ft. horizontal length of façade. A façade 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.
- Grant for Rear Entrance Improvements: Maximum grant amount of \$10,000, available for buildings with an existing or proposed 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. The rear entrance to be improved must provide public access to a business or businesses within the building.
- Maximum Grant Limits:
  - Total grant amount during any five-year period is capped at \$20,000.
  - For properties on the National Register of Historic Places or Locally Designated Landmarks, the total grant amount for any five-year period is capped at \$30,000.
- Eligible Improvements:
  - 50% Reimbursement for:
    - For Historic structures, maintenance utilizing Historic Preservation practices:***
      - ✓ Repair or restoration of historic features
      - ✓ Replacement of deteriorated historic features with like-in-kind materials to preserve or restore historic features
      - ✓ Re-roof or repair of visible roof surfaces with non-standard materials (such as wood shake, slate, or other decorative non-standard materials)
      - ✓ Extensive restoration/repair of historic masonry material
      - ✓ Painting of exterior surfaces where the surface preparation includes removal of worn/failing paint and intensive surface preparation prior to painting
    - Building improvements:***
      - ✓ Exterior building upgrades or enhancements that will restore or preserve the historic character of a building
      - ✓ Improvement, replacement or installation of storefront systems, doors, windows and trim materials.
      - ✓ Removal of architecturally inappropriate features on buildings



- 25% Reimbursement for Maintenance when done congruently with major restoration or renovation:
  - ✓ Cleaning, patching, caulking of exterior surfaces.
  - ✓ Re-coating of paint on exterior surfaces (without extensive surface preparation)
  - ✓ Re-roofing visible roof surfaces with non-historic material (such as 3-tab or architectural grade asphalt shingles)
  - ✓ Spot masonry repairs or tuckpointing
  
- 50% Reimbursement for Architectural Services (Up to \$5,000)
  - 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.
  
- Ineligible Improvements:
  - Signs and Awnings, unless in connection with other eligible improvements.
  - Building additions; unless work falls under the rear entrance requirements
  - Any interior improvement or finishes
  - Any improvements to internal building systems, including HVAC, plumbing, electrical (except for wiring for exterior lighting)
  - Any site improvements, including sidewalks, parking lots and landscaping.
  - Maintenance when not done congruently with major restoration or renovation, including painting, spot masonry or tuckpointing, re-roofing with non-historic material, cleaning, patching, and caulking. If not specifically listed, it is at the Historic Commission's discretion to determine if a project is considered maintenance.
  
- 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 City Council.

5. **Terms and Conditions applicable to all grants:**

- **Grant applications will be considered in the order they are received.** In the event that the total amount of the potential reimbursement grants exceeds the amount budgeted for the program year, the applications will be carried over for consideration during the following program year.
- **Not more than one grant shall be approved for a building in any program year, and a grant shall not be approved if a grant was made for the same portion of the building within the previous five years.** For the Residential Grant Program, within the 5 program years following approval of a grant, a grant for the same property will not be considered until September of each program year.
- **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.
- **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.
- **The following items are not considered “improvements” and therefore they are not eligible for reimbursement:**
  - Building Permit fees and related costs.
  - Extermination of insects, rodents, vermin and other pests.
  - Title reports and legal fees.
  - Acquisition of land or buildings.
  - Financing costs.
  - Sweat equity.
  - Working capital for businesses.
- **Work that has been initiated prior to the approval of the Facade Improvement Agreement by the City Council is NOT eligible for grant reimbursement.**
- **All improvements must be completed prior to the end of the program year on April 30.** If the work is not complete by the end of the program year, the City’s remaining obligation to reimburse the owner or tenant for the project terminates. The City may, its sole discretion, grant a single one-year extension due to unforeseen circumstances that have prevented the completion of the project.
- **The property owner and tenant shall be responsible for maintaining the facade improvements without alteration for five (5) years.** A restrictive covenant limiting alterations may be required by the City Council at the time of approval of the Facade Improvement Agreement.
- **Any project changes must be approved by the City.** Major changes or elimination of improvements must be approved by the City Council. Minor revisions must be approved by the Historic Preservation Commission.
- **This is a reimbursement program -- you must pay your architect, contractors and suppliers before you receive payment from the City.**

# FAÇADE IMPROVEMENT GRANT APPLICATION

COMMUNITY & ECONOMIC DEVELOPMENT DEPT. /PLANNING DIVISION

CITY OF ST. CHARLES



## Grant Type (select one):

- Commercial       Residential

## Property Information:

Building or establishment for which the reimbursement grant is requested:

Address:

619 W. Main St

Property Identification Number:

09 3322700 7 000

Applicant Name:

Erin Larson



## Project Description:

Replace exterior vinyl siding and install new entrance + windows

Total Cost Estimate:

\$ 40,000

## Submittal Checklist:

- \$50 Application Fee**
- Detailed Scope of Work:** Must identify all improvements, construction methods, building materials to be used. Costs must be broken down and itemized by task. In general, this scope of work should be prepared by the contractor(s) who will be completing the project.
- Documentation on Existing Conditions:** Reports or photographs to demonstrate need for improvements.
- W-9 Form:** Filled out and signed by the grant applicant, with a Federal Tax ID Number (or a Social Security Number for an individual)

**Applicant Contact Information:**

Phone Number: 630-669-5101

Email Address: pankaj2retire@gmail.com

**Statement of Understanding:**

- I agree to comply with the guidelines and procedures of the Façade Improvement Grant Program. I have read and understand the "Terms and Conditions".
- 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.
- I understand that work done before a Façade Improvement Agreement is approved by the City Council is not eligible for a grant.
- 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:  Date: 11/6/23  
Applicant

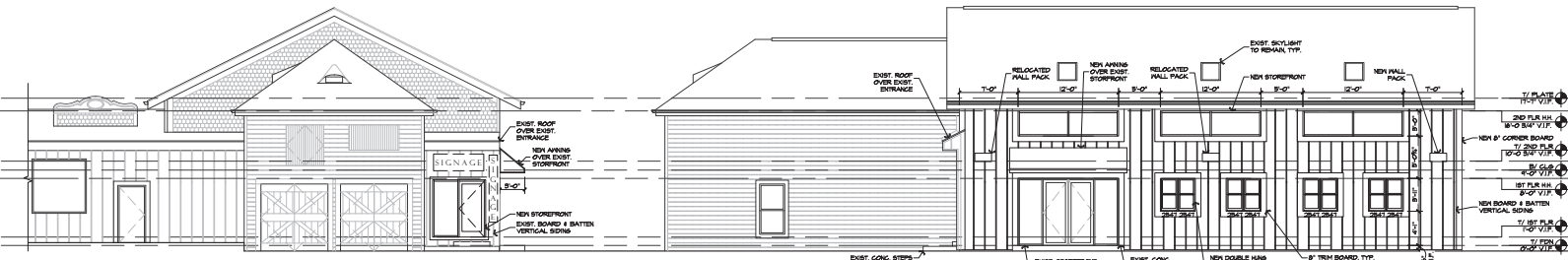
**Owner Authorization (if applicable):**

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 619 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.

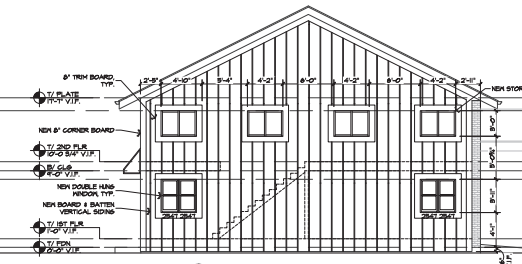
Signature:  Date: 11/6/23  
Owner



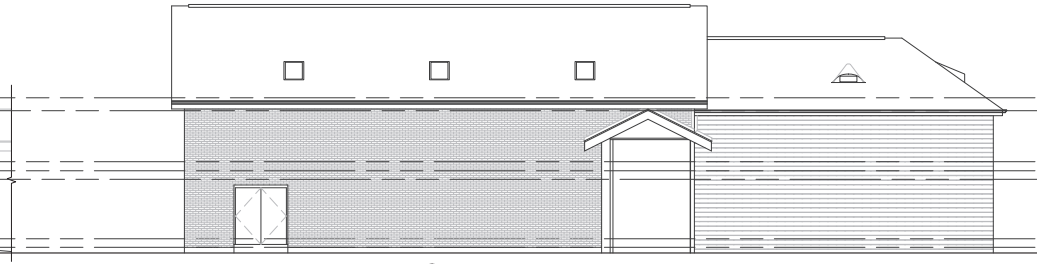


1 WEST ELEVATION  
SCALE: 3/8" = 1'-0"

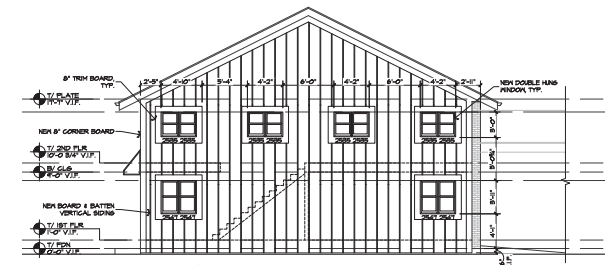
2 SOUTH ELEVATION  
SCALE: 3/8" = 1'-0"



3A EAST ELEVATION - OPTION A  
SCALE: 3/8" = 1'-0"



4 NORTH ELEVATION  
SCALE: 3/8" = 1'-0"



3B EAST ELEVATION - OPTION B  
SCALE: 3/8" = 1'-0"

619 W. MAIN STREET  
SCALE: 3/8" = 1'-0"  
JOB NO. 24-000000  
DATE: 04/20/24  
PROJECT: 2024













**CITY OF ST. CHARLES  
FACADE IMPROVEMENT AGREEMENT**

Program Year: May 1, 2024 to April 30, 2025

**THIS AGREEMENT**, entered into this 17<sup>th</sup> day of June, 2024, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: Millington Square LLC

Tax ID# or Social Security #

For the following property:

Address of Property: 619 W Main St.

PIN Number: 09-33-227-007

**WITNESSETH:**

**WHEREAS**, the CITY has established a Facade Improvement Program adopted by City Ordinance No. 2017-M-7 ; and

**WHEREAS**, CITY has agreed to participate, subject to its sole discretion, in reimbursing Owners/Lessees for the cost of eligible exterior improvements to buildings through the Façade Improvement Program; and

**WHEREAS**, 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 Commercial Façade Grant improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of up to twenty five (25%) of the cost of Routine Maintenance Improvements, up to fifty percent (50%) of the cost of Historic Preservation Improvements and other Building Improvements, and up to one hundred percent (100%) of the cost of fees for Architectural Services pertaining to such improvements, provided that the total reimbursement for eligible improvements and architectural services shall not exceed the amount shown in Exhibit I, "Total Reimbursement Amounts", attached hereto.

B. With respect to Residential Façade Grant improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of up to fifty percent (50%) of the cost of Historic Preservation Improvements, and up to one hundred percent (100%) of the cost of fees for Architectural Services pertaining to such improvements, provided that the total reimbursement for eligible improvements and architectural services shall not exceed the amount shown in Exhibit I, "Total Reimbursement Amounts", attached hereto.

The actual total reimbursement amounts per this Agreement shall not exceed the amounts shown in Exhibit I. 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 II.

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 the Program Year, ending April 30.

SECTION 3: The Director of Community Development shall periodically review the progress of the contractor's work on the facade improvement pursuant to this Agreement. Such inspections shall not

replace any required building permit inspection. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of this Agreement.

SECTION 4: Upon completion of the improvements and upon their final inspection and approval by the Director of Community Development, the OWNER/LESSEE shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The OWNER/LESSEE shall also submit to the CITY a copy of the architect's statement of fees for professional services for preparation of plans and specifications. The CITY shall, within fifteen (15) days of receipt of the contractor's statement, proof of payment and lien waivers, and the architect's statement, issue a check to the OWNER/LESSEE as reimbursement, subject to the limitations set forth in Exhibit "I".

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 Exhibit I hereof ; 2) upon receipt by CITY of the architect's invoices, contractor's statements, invoices, proof of payment and notarized final lien waivers for the completed work; and 3) upon a determination by the Director of Community Development that the remainder of the work is expected to be delayed for thirty days or more following completion of the initial work due to weather, availability of materials, or other circumstances beyond the control of the

OWNER/LESSEE. The second, final reimbursement payment shall be made by CITY only upon submittal of all necessary documents as described herein.

SECTION 5: If the OWNER/LESSEE or his contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications and the terms of this Agreement, or if the improvements are not completed by the end of the Program Year on April 30, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void. The CITY may, at its sole discretion, grant a single one-year extension to the end of the following program year due to unforeseen circumstances that have prevented the completion of the project.

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



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"**

**Total Reimbursement Amounts**

**Commercial Façade Grants:**

	<b>Total Estimated Cost</b>	<b>Reimbursement Percentage</b>	<b>Total Maximum Grant Amount</b>
<b>Routine Maintenance Improvements</b>	\$ 58,755.47	25%	\$ 14,688.75
<b>Historic Preservation Improvements</b>	\$	50%	\$
<b>Building Improvements</b>	\$	50%	\$
<b>Architectural Services</b>	\$	100% (not to exceed \$4000)	\$
<b>TOTAL</b>	\$58,755.47	-	\$ 14,688.75

**Residential Façade Grants:**

	<b>Total Estimated Cost</b>	<b>Reimbursement Percentage</b>	<b>Total Maximum Grant Amount</b>
<b>Historic Preservation Improvements</b>	\$	50%	\$
<b>Architectural Services</b>	\$	100% (not to exceed \$2000)	\$
<b>TOTAL</b>	\$	-	\$

**EXHIBIT “II”**

**Plans, Design drawings, Specifications and Estimates**

Attachments:

Estimate from Atlas General Contractors, Dated May 2<sup>nd</sup> 2024





**ATLAS General Contractors**  
 40W124 Campton Crossings Drive  
 St. Charles, IL 60175  
 Phone: 630-724-7884

# Larson\_Board & Batten

05/02/2024

**Company Representative**  
 Adam Conner  
 Phone: (847) 489-5469  
 adam.conner@atlasgeneralcontractors.com

- a) tear-off & dispose of existing siding
- b) install moisture barrier housewrap
- c) install LP Diamond Kote 8" Trim (corners)
- d) install LP Diamond Kote 4" Trim (windows)
- e) install LP Diamond Kote B&B siding (color to be specified by owner)
- f) final clean up

**Eric Larson**  
 619 West Main Street  
 St. Charles, IL 60174  
 (630) 669-5101

Job: 23-4319: Eric Larson


## Siding Section

- 8" Smart Trim
- LP Board & Batten
- 4" Smart Trim
- Install House Wrap
- Install Trim/Corners
- Install B&B

**\$55,458.28**

<b>Sub Total</b>	<b>\$55,458.28</b>
Tax	\$3,297.19
<b>TOTAL</b>	<b>\$58,755.47</b>

*This pricing is valid for 30 days from estimate date. Please contact your Project Manager for updated pricing, beyond that date.*

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 4c
	Title:	<b>Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 201 E Main St.</b>	
	Presenter:	<b>Rachel Hitzemann, Planner</b>	
<b>Meeting:</b> Planning & Development Committee		<b>Date:</b> June 10, 2024	
<b>Proposed Cost:</b> \$9, 665		<b>Budgeted Amount:</b> \$40,000 for FY	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p><b><u>Program Description</u></b></p> <p>The Façade Improvement Grant program provides assistance to property owners and commercial tenants to rehabilitate and restore the exterior of buildings in the downtown. Grant funding is available for buildings located in Special Service Area 1B (Downtown Revitalization) or in a Historic District or designated Historic Landmark site. 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 involving new improvements and up to 25% for maintenance work. Up to \$10,000 is available for a 30 ft. length of building façade. There is a limit of \$20,000 of grant funds per property in any 5 year period.</p> <p><b><u>Proposal</u></b></p> <p>Mike Carney has requested a Façade Improvement grant for the property located at 201 E Main St. (The Office). The project scope includes wood repair and painting.</p> <p><b><u>Historic Commission review – 5/15/24</u></b></p> <p>The Historic Commission reviewed the project and unanimously voted to recommend approval, because the wood trim pieces and paint are failing.</p> <p><b><u>Grant Amount</u></b></p> <p>Total Cost of Project: \$19,330</p> <p>The project is eligible to receive up to \$9,665 based on 50% reimbursement for restoration/ preservation.</p>			
<b>Attachments</b> (please list):			
Historic Commission Resolution, Program Requirements, Façade Improvement Grant Application, Current Photos, Grant Agreement			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 201 E Main St.			

**City of St. Charles, Illinois**

**Historic Preservation Commission Resolution No. 5-2024**

**A Resolution Recommending Approval of  
A Façade Improvement Grant Application  
(201 E 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 201 E Main St. and has found said application to be architecturally appropriate and in conformance with the Downtown Design Guidelines and the Historic Preservation Ordinance, Chapter 17.32 of the Zoning Ordinance; and

WHEREAS, the Historic Preservation Commission finds said Façade Improvement Grant Application to be in conformance with the program requirements.

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 reimbursement because the project is using like in kind materials

Roll Call Vote:

Ayes: Smunt, Rice, Kessler, Pretz, Morin, Dickerson, Malay

Nays: None.

Abstain: None.

Absent: None

Motion Carried.

**PASSED**, this 15<sup>th</sup> day of May, 2024.

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Chairman

# FAÇADE IMPROVEMENT GRANT PROGRAM DESCRIPTION

MAY 1, 2022

COMMUNITY DEVELOPMENT DEPT. /PLANNING DIVISION

CITY OF ST. CHARLES



## 1. Program Purpose

- The Facade Improvement Program is intended to promote reinvestment and restoration of commercial and residential buildings in the downtown area, with a focus on supporting historic preservation practices.
- The program is intended to assist property owners and commercial tenants to rehabilitate and restore the visible exterior of existing structures.
- 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. Application, Review and Approval Process:

- **Determine if your property is eligible for either the Commercial or Residential Façade Improvement Grant.**
- **Determine if your project is eligible for grant reimbursement.**
- **Define the scope of your proposed improvements.** This will probably involve consulting with an architect or other appropriate design professional (for projects that do not need an architect, consult with a contractor).
- **Contact the City to schedule a preliminary review of the project by the Historic Preservation Commission early in the design process to determine if the project scope and improvements will meet the program requirements.** The Historic Preservation Commission will consider the architectural appropriateness of proposed improvements using Design Guidelines and the Historic Preservation Ordinance (Chapter 17.32 of the Municipal Code). 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 grant projects, regardless of whether they are in the Historic District.
- **The grant Program Year runs from May 1 to April 30 of the following year. Grant applications are accepted beginning in March of each year for the Program Year beginning on May 1.** (Note: The budget for the Program Year will not be finalized until approved by the City Council each year. This typically occurs in early April.)
- **Submit a complete grant application. Attend the following meetings on the dates provided by City staff:**
  - The **Historic Preservation Commission** will review and make a recommendation regarding the grant. They meet on the 1<sup>st</sup> and 3<sup>rd</sup> Wednesdays of each month at 7:00pm.
  - The **Planning & Development Committee** of the City Council will review the Historic Commission recommendation at their meeting on the second Monday of the month at 7:00pm.

If recommended for approval, the City Council will then vote on the formal grant agreement at a subsequent meeting. The grant agreement will follow the standard form, which is attached. Attendance at this meeting is not necessary unless requested.

**The earliest the grant agreement can be approved by the City Council is the third Monday of May.** Work initiated prior to City Council approval of the grant agreement is not eligible for reimbursement.



### 3. Commercial Façade Grant

- Eligible Properties:  
Commercial or Multi-Family Residential Buildings (two or more units) located within either:
  - Special Service Area #1B
  - Historic District or Landmark SiteProperties that are at least 50 years of age are given first priority until Sept. 1<sup>st</sup>. Applications received for structures less than 50 years of age will not be reviewed until Sept. 1<sup>st</sup>.
- Application Priority Hierarchy  
Preference will be given to received applications in the following order:
  1. Structures 50+ years of age
    - a. Restoration projects
    - b. Renovation Projects
  2. Structures less than 50 years of age
- Minimum Project Cost: \$2,500
- Grant for Front or Side Facades (visible from street): Maximum grant amount is based upon the frontage of the façade to be renovated, at a maximum of \$10,000 per 30 ft. horizontal length of façade. A façade 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.
- Grant for Rear Entrance Improvements: Maximum grant amount of \$10,000, available for buildings with an existing or proposed 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. The rear entrance to be improved must provide public access to a business or businesses within the building.
- Maximum Grant Limits:
  - Total grant amount during any five-year period is capped at \$20,000.
  - For properties on the National Register of Historic Places or Locally Designated Landmarks, the total grant amount for any five-year period is capped at \$30,000.
- Eligible Improvements:
  - 50% Reimbursement for:
    - For Historic structures, maintenance utilizing Historic Preservation practices:***
      - ✓ Repair or restoration of historic features
      - ✓ Replacement of deteriorated historic features with like-in-kind materials to preserve or restore historic features
      - ✓ Re-roof or repair of visible roof surfaces with non-standard materials (such as wood shake, slate, or other decorative non-standard materials)
      - ✓ Extensive restoration/repair of historic masonry material
      - ✓ Painting of exterior surfaces where the surface preparation includes removal of worn/failing paint and intensive surface preparation prior to painting
    - Building improvements:***
      - ✓ Exterior building upgrades or enhancements that will restore or preserve the historic character of a building
      - ✓ Improvement, replacement or installation of storefront systems, doors, windows and trim materials.
      - ✓ Removal of architecturally inappropriate features on buildings

- 25% Reimbursement for Maintenance when done congruently with major restoration or renovation:
  - ✓ Cleaning, patching, caulking of exterior surfaces.
  - ✓ Re-coating of paint on exterior surfaces (without extensive surface preparation)
  - ✓ Re-roofing visible roof surfaces with non-historic material (such as 3-tab or architectural grade asphalt shingles)
  - ✓ Spot masonry repairs or tuckpointing
- 50% Reimbursement for Architectural Services (Up to \$5,000)
  - 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.
- Ineligible Improvements:
  - Signs and Awnings, unless in connection with other eligible improvements.
  - Building additions; unless work falls under the rear entrance requirements
  - Any interior improvement or finishes
  - Any improvements to internal building systems, including HVAC, plumbing, electrical (except for wiring for exterior lighting)
  - Any site improvements, including sidewalks, parking lots and landscaping.
  - Maintenance when not done congruently with major restoration or renovation, including painting, spot masonry or tuckpointing, re-roofing with non-historic material, cleaning, patching, and caulking. If not specifically listed, it is at the Historic Commission's discretion to determine if a project is considered maintenance.
- 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 City Council.

5. **Terms and Conditions applicable to all grants:**

- **Grant applications will be considered in the order they are received.** In the event that the total amount of the potential reimbursement grants exceeds the amount budgeted for the program year, the applications will be carried over for consideration during the following program year.
- **Not more than one grant shall be approved for a building in any program year, and a grant shall not be approved if a grant was made for the same portion of the building within the previous five years.** For the Residential Grant Program, within the 5 program years following approval of a grant, a grant for the same property will not be considered until September of each program year.
- **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.
- **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.
- **The following items are not considered “improvements” and therefore they are not eligible for reimbursement:**
  - Building Permit fees and related costs.
  - Extermination of insects, rodents, vermin and other pests.
  - Title reports and legal fees.
  - Acquisition of land or buildings.
  - Financing costs.
  - Sweat equity.
  - Working capital for businesses.
- **Work that has been initiated prior to the approval of the Facade Improvement Agreement by the City Council is NOT eligible for grant reimbursement.**
- **All improvements must be completed prior to the end of the program year on April 30.** If the work is not complete by the end of the program year, the City’s remaining obligation to reimburse the owner or tenant for the project terminates. The City may, its sole discretion, grant a single one-year extension due to unforeseen circumstances that have prevented the completion of the project.
- **The property owner and tenant shall be responsible for maintaining the facade improvements without alteration for five (5) years.** A restrictive covenant limiting alterations may be required by the City Council at the time of approval of the Facade Improvement Agreement.
- **Any project changes must be approved by the City.** Major changes or elimination of improvements must be approved by the City Council. Minor revisions must be approved by the Historic Preservation Commission.
- **This is a reimbursement program -- you must pay your architect, contractors and suppliers before you receive payment from the City.**

# FAÇADE IMPROVEMENT GRANT APPLICATION

COMMUNITY & ECONOMIC DEVELOPMENT DEPT. /PLANNING DIVISION

CITY OF ST. CHARLES



**Grant Type (select one):**

- Commercial       Residential



**Property Information:**

Building or establishment for which the reimbursement grant is requested:

Address: 201 E. MAIN ST.  
Property Identification Number: 09-27-390-006 + 09-27-390-008  
Applicant Name: H+C HOSPITALITY MIKE CANNERY

**Project Description:**

SEE ATTACHED.

**Total Cost Estimate:**      \$ 25,000

**Submittal Checklist:**

- \$50 Application Fee**
- Detailed Scope of Work:** Must identify all improvements, construction methods, building materials to be used. Costs must be broken down and itemized by task. In general, this scope of work should be prepared by the contractor(s) who will be completing the project.
- Documentation on Existing Conditions:** Reports or photographs to demonstrate need for improvements.
- W-9 Form:** Filled out and signed by the grant applicant, with a Federal Tax ID Number (or a Social Security Number for an individual)



**Applicant Contact Information:**

Phone Number: 630 - 240 - 6000

Email Address: MTC 7231@GMAIL.COM

**Statement of Understanding:**

- I agree to comply with the guidelines and procedures of the Façade Improvement Grant Program. I have read and understand the "Terms and Conditions".
- 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.
- I understand that work done before a Façade Improvement Agreement is approved by the City Council is not eligible for a grant.
- 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:  Date: 4-18-24  
Applicant

**Owner Authorization (if applicable):**

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

### **Project Description:**

- Power wash all wood locations around the building
- Scarpe all loose and peeling paint
- Power sand and/or power grind rough edges
- Caulk all wood-to-wood joints and gaps
- Caulk around all door and window frames
- Caulk all wood to brick joints
- Use 40-50 year sealant (caulk)
- Renail all loose boards where needed
- Repark defective knots
- Pain the following with the exiting colors:
  - All wood trim
  - All window frames
- Replace the most rotted wood around the building, paint the wood siding, front windows, front doors, back windows and doors with two coats of Benjamin Moore Paint.
- Pain 16 second floor windows, 3 basement windows and 1 basement door.
- Correct window frame with large window on the NW Corner of the building and replace window in proper location.
- Replace peeling signage on all 3 sides like for like

**The OFFICE** DINING & SPIRITS

27-28  
**OFFICE**  
& SPIRITS

EVERY FRIDAY ALL YOU CAN EAT FISH FRY  
COMBO LUNCH MENU CHOOSE 2 FOR \$13 (MON/FRI)  
WEEKEND BRUNCH 10AM - 2PM

209 East Main St  
101-5649





















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The OFFICE  
OFFICE & SUITES

The OFFICE

STOP

36



The OFFICE  
DINING & SPIRITS

HAPPY HOUR MONDAY-FRIDAY 3PM-6PM  
PITCHERS, BEER BUCKETS, HOUSE WINES & WELL DRINKS  
+ HAPPY HOUR FOOD MENU  
½ OFF KIDS MEALS MONDAY & TUESDAY  
½ PRICED BOTTLES OF WINE EVERY WEDNESDAY



NO PARKING  
LOADING ZONE  
8AM-12PM  
PERMITS ALLOWED

Main St. 64





The **OFFICE** DINING & SPIRITS

EVERY FRIDAY ALL YOU CAN EAT FISH FRY  
COMBO LUNCH MENU MONS 2 FOR \$13 THRS 7.99  
WEEKEND BRUNCH 10AM - 2PM





The



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DINING & SPIRITS



















2015 Best of the Fox Winner  
Bridle & Saddle  
COUNTRY CLUB

RAISE  
APPETIZERS  
CASH BAR

JOIN THE NIGHT TO FIGHT  
FOR OLIVER

SPILT THE  
POT

MAY 17TH  
6 PM-9 PM  
THE OTTAGE  
2015 MAY 17, ST. CHARLES

PERIOD SO VISIT A  
OF THE  
ST. CHARLES  
CHAMBER OF  
COMMERCE  
2015

Redeem  
St. Charles  
Chamber of Commerce  
Gift Certificates  
Here!

ALARM  
DETECTION  
SYSTEMS

























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DINING & SPIRITS

**HAPPY HOUR MONDAY-FRIDAY 3PM-6PM**  
PITCHERS, BEER BUCKETS, HOUSE WINES & WELL DRINKS  
+ HAPPY HOUR FOOD MENU  
**1/2 OFF KIDS MEALS MONDAY & TUESDAY**  
**1/2 PRICED BOTTLES OF WINE EVERY WEDNESDAY**



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DINING & SPIRITS  
**THE OFFICE**

**The OFFICE** DINING & SPIRITS

EVERY FRIDAY ALL YOU CAN EAT FISH FRY  
COMBO LUNCH MENU CHOOSE 2 FOR \$13 (MON/FRI)  
WEEKEND BRUNCH 10AM - 2PM

100 East Main St  
Est. 1919











ST. CHARLES HISTORIC PRESERVATION COMMISSION

# ARCHITECTURAL SURVEY

## ST. CHARLES CENTRAL DISTRICT

### ST. CHARLES, ILLINOIS

DIXON ASSOCIATES / ARCHITECTS

### ARCHITECTURAL INTEGRITY

	1	2	3
<input type="checkbox"/> Unaltered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Minor Alteration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Major Alteration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Additions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sensitive to original	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insensitive to original	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1: first floor; 2: upper floors; 3: roof/cornice

### BUILDING CONDITION

- Excellent: Well-maintained**
- Good: Minor maintenance needed**
- Fair: Major repairs needed**
- Poor: Deteriorated**

### ARCHITECTURAL DESCRIPTION

**Style:** Commercial Vernacular

**Date of Construction:** 1840-1880

**Source:** Field Observation

**Features:**

Red brick two story structure was a Banking House of Bowman and Baird. Minard's Hall on the second floor was an opera house. A law office was housed in the one story gable front structure to the east. This building was also the first library in St. Charles (1889). Plywood cladding at first floor happened in 1981. Limestone lintels. Received Facade grant in the 1990s.

Major alteration to the first floor is sensitive to the original building.

### ARCHITECTURAL SIGNIFICANCE

- Significant**
- Contributing**
- Non-Contributing**

### Address:

201 East Main Street

### Representation in Existing Surveys:

- Federal**
- State**
- County**
- Local**

**Block No. 48**

**Building No. 3**

### SURVEY DATE:

MAY 1994



ROLL NO. 8

NEGATIVE NO. 2





ST. CHARLES HISTORIC PRESERVATION COMMISSION

# ARCHITECTURAL SURVEY ST. CHARLES CENTRAL DISTRICT ST. CHARLES, ILLINOIS

DIXON ASSOCIATES / ARCHITECTS

CONTINUATION SHEET NO: 1



**Address:**

201 East Main Street

**Remarks:**

West Elevation.

**Block No. 48**

**Building No. 3**

**ROLL NO. 18**

**NEGATIVE NO. 14**



**Address:**

201 E Main St.

**Remarks:**

Photo taken 10/21

**Block No.**

**Building No.**

**ROLL NO.**

**NEGATIVE NO.**



ST. CHARLES HISTORIC PRESERVATION COMMISSION

# ARCHITECTURAL SURVEY ST. CHARLES CENTRAL DISTRICT ST. CHARLES, ILLINOIS

DIXON ASSOCIATES / ARCHITECTS

CONTINUATION SHEET NO: 1



**Address:**

201 E Main St.

**Remarks:**

West Elevation

Photo taken 10/21

**Block No.**

**Building No.**

**ROLL NO.**

**NEGATIVE NO.**

**Address:**

**Remarks:**

**Block No.**

**Building No.**

**ROLL NO.**

**NEGATIVE NO.**



**CITY OF ST. CHARLES  
FACADE IMPROVEMENT AGREEMENT**

Program Year: May 1, 2024 to April 30, 2025

**THIS AGREEMENT**, entered into this 17<sup>th</sup> day of June, 2024, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: H & C Hospitality, LLC (Mike Carney)

Tax ID# or Social Security #

For the following property:

Address of Property: 201 E Main St.

PIN Number: 09-27-390-006 & 09-27-390-008

**WITNESSETH:**

**WHEREAS**, the CITY has established a Facade Improvement Program adopted by City Ordinance No. 2017-M-7 ; and

**WHEREAS**, CITY has agreed to participate, subject to its sole discretion, in reimbursing Owners/Lessees for the cost of eligible exterior improvements to buildings through the Façade Improvement Program; and

**WHEREAS**, 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 Commercial Façade Grant improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of up to twenty five (25%) of the cost of Routine Maintenance Improvements, up to fifty percent (50%) of the cost of Historic Preservation Improvements and other Building Improvements, and up to one hundred percent (100%) of the cost of fees for Architectural Services pertaining to such improvements, provided that the total reimbursement for eligible improvements and architectural services shall not exceed the amount shown in Exhibit I, "Total Reimbursement Amounts", attached hereto.

B. With respect to Residential Façade Grant improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of up to fifty percent (50%) of the cost of Historic Preservation Improvements, and up to one hundred percent (100%) of the cost of fees for Architectural Services pertaining to such improvements, provided that the total reimbursement for eligible improvements and architectural services shall not exceed the amount shown in Exhibit I, "Total Reimbursement Amounts", attached hereto.

The actual total reimbursement amounts per this Agreement shall not exceed the amounts shown in Exhibit I. 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 II.

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 the Program Year, ending April 30.

SECTION 3: The Director of Community Development shall periodically review the progress of the contractor's work on the facade improvement pursuant to this Agreement. Such inspections shall not



replace any required building permit inspection. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of this Agreement.

SECTION 4: Upon completion of the improvements and upon their final inspection and approval by the Director of Community Development, the OWNER/LESSEE shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The OWNER/LESSEE shall also submit to the CITY a copy of the architect's statement of fees for professional services for preparation of plans and specifications. The CITY shall, within fifteen (15) days of receipt of the contractor's statement, proof of payment and lien waivers, and the architect's statement, issue a check to the OWNER/LESSEE as reimbursement, subject to the limitations set forth in Exhibit "I".

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 Exhibit I hereof ; 2) upon receipt by CITY of the architect's invoices, contractor's statements, invoices, proof of payment and notarized final lien waivers for the completed work; and 3) upon a determination by the Director of Community Development that the remainder of the work is expected to be delayed for thirty days or more following completion of the initial work due to weather, availability of materials, or other circumstances beyond the control of the

OWNER/LESSEE. The second, final reimbursement payment shall be made by CITY only upon submittal of all necessary documents as described herein.

SECTION 5: If the OWNER/LESSEE or his contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications and the terms of this Agreement, or if the improvements are not completed by the end of the Program Year on April 30, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void. The CITY may, at its sole discretion, grant a single one-year extension to the end of the following program year due to unforeseen circumstances that have prevented the completion of the project.

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



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"**

**Total Reimbursement Amounts**

**Commercial Façade Grants:**

	<b>Total Estimated Cost</b>	<b>Reimbursement Percentage</b>	<b>Total Maximum Grant Amount</b>
<b>Routine Maintenance Improvements</b>	\$	25%	
<b>Historic Preservation Improvements</b>	\$	50%	\$
<b>Building Improvements</b>	\$ 19,330	50%	\$ 9,665
<b>Architectural Services</b>	\$	100% (not to exceed \$4000)	\$
<b>TOTAL</b>	\$19,330	-	\$9,665

**Residential Façade Grants:**

	<b>Total Estimated Cost</b>	<b>Reimbursement Percentage</b>	<b>Total Maximum Grant Amount</b>
<b>Historic Preservation Improvements</b>	\$	50%	\$
<b>Architectural Services</b>	\$	100% (not to exceed \$2000)	\$
<b>TOTAL</b>	\$	-	\$

**EXHIBIT “II”**

**Plans, Design drawings, Specifications and Estimates**

Attachments:

Estimate from NR Painting LLC, Dated March 24<sup>th</sup> 2024

Estimate from Pirok Design dated April 17<sup>th</sup> 2024





Name Mine Carney Date 04-24-24  
 Address 201 E Main St City St Charles  
 Phone \_\_\_\_\_  
 Email lcarney@yorkutility Cell 773-321-9800  
 Approx. services.com Approx. \_\_\_\_\_  
 Start Date \_\_\_\_\_ Completion Date \_\_\_\_\_

NR Painting LLC. agrees to complete the Exterior painting at \_\_\_\_\_

**PREPARATION**

- Powerwash the  House  Deck  Trim  Other \_\_\_\_\_  
 w/ TSP. Hand scrub w/a bleach solution
- Scrape and sand all loose and peeling paint
- Power sand and/or power grind rough edges
- Wire brush all bare wood with oil primer
- Prime all rusted or bare metal with Rust Destroyer
  - Lintils  Railings  Meter Pipe  Other \_\_\_\_\_
  - Complete primer cool required on \_\_\_\_\_

- Stripping \_\_\_\_\_
- Caulk all wood to wood joints and gaps
- Caulk around all door and window frames
- Caulk all wood to brick joints
- Caulk all wood to aluminum joints
- Use 40-50 year sealant (caulk)
- Remail all loose boards where needed (minor)
- Repair defective knots
- Remove and reset Downspouts Shutters  
 and House numbers \_\_\_\_\_
- Remove all loose putty and glaze windows  
 where necessary.
- Remove and reset storms, paint sash (Interior windows)

**FINISH COAT**  2 coats

- Benjamin Moore  Valspar  Cabots  Other \_\_\_\_\_
- Match existing colors Color Change \_\_\_\_\_
- All wood trim \_\_\_\_\_
- Window frames w/ \_\_\_\_\_
- Window sash w/ \_\_\_\_\_
- Soffits & fascia w/ \_\_\_\_\_
- Shutters w/ \_\_\_\_\_
- Detached garage w/ \_\_\_\_\_  Garage Doors
- Lintils  Meter Pipe \_\_\_\_\_  Frames

- Deck w/ \_\_\_\_\_  Balcony
- Railings metal / wood/ w/ \_\_\_\_\_
- Porch (Int. or Ext.) w/ \_\_\_\_\_
- Porch floor w/ \_\_\_\_\_
- Entry doors w/ \_\_\_\_\_  Sidelights
- Dormers w/ \_\_\_\_\_
- Aluminum / Vinyl Siding w/ \_\_\_\_\_
- Wood / cedar siding w/ \_\_\_\_\_
- Gutters w/ \_\_\_\_\_  Downspouts
- Stucco Panels / Stucco / Dry Vit

Other Replace the most rotten wood around the building. Paint wood siding, front windows, front doors, back windows and back doors w/ 2 coats of Benjamin Moore paint the wood part of the Chimney. Stain the fence on top of the roof. Stain the privacy fence for Bathroom. Stain the electric box

Notes: Paint 16 second floor windows 3 windows in the Basement  
1 door to the Basement w/ 2 coats of Benjamin Moore  
Paint metal fence in the back part of the building  
lift damage window glass but if it breaks is not guaranteed

**GUARANTEE**

NR PAINTING LLC, will guarantee all work against our paint peeling for one (1) years following completion of the work. Owner shall notify NR PAINTING, LLC, of any warranty issues occurring with the Warranty Period, in writing and immediately upon discovery thereof. Owner agrees that in no event shall any claim be submitted to NR PAINTING, LLC later than one (1) year following NR PAINTING, LLC completion of it's services hereunder. If any peeling of our paint occurs, NR PAINTING, LLC will repaint the defective area(s) at no charge Mold, mildew, and rotting wood are NOT covered by guarantee. Galvanized gutters, deck surfaces, tops of handrailing and step are NOT covered by the guarantee.

Tarp all areas, especially landscaping, roof, decks, and concrete. NR PAINTER LLC. will clean up the job site daily and remove all debris NR PAINTER, LLC will supply all equipment and store it properly.

**ACCEPTANCE OF CONTRACT**

We will maintain insurance coverage during the performance of work  
 Payment to be made in the form of a check to NR PAINTING, LLC.

The above prices, specifications and conditions are satisfactory.  
 NR PAINTING, LLC is authorized to do the work specified.  
 Payment will be made as outlined above.

PAINTING COST Materials included  
 TOTAL COST \$15,850<sup>00</sup>

Signature \_\_\_\_\_  
 Owner/ Purchase

Signature [Signature]  
 NR Painting LLC





Client: The Office Dining & Spirits  
Mike Carney

**QUOTATION**  
Respectfully submitted by:  
Kevin Pirok, Pirok Design, Inc.

Address: 201 E. Main St.  
St. Charles, IL 60174

Phone: 630.240.6000  
E-mail: mikec@theofficestc.com

Date: April 17, 2024

Project Description: Furnish and install (3) three signs for The Office Dining & Spirits located at 201 E. Main St., St. Charles, IL.

Remove existing signs.  
Install new signs to west, south and north elevations. Same locations.  
Substrate will be 3mm black aluminum composite panel.  
Graphics will be red and white applied vinyl per customer layout.  
Upon acceptance, a proof will be submitted for layout approval.

All work will be completed in a professional manner for the sum of: **\$3,480.00**  
Delivery/Installation: **three weeks from approval**  
Deposit: **\$1,740.00**  
Amount due upon completion: **\$1,740.00 + permit procurement if applicable**

Terms: Deposit of 50% with balance due at completion. Quote valid for 30 days.  
There will be a 3.5% service charge for any credit card payment over \$50.00

DRAWINGS: The drawings and renderings submitted with this proposal are the property of Pirok Design, Inc. and are used only in connection with the work performed by them and their associates. Reproduction in whole or in part for any other purpose is expressly forbidden without written consent from Pirok Design, Inc. Design and layout charges of up to \$3,000.00 will be assessed for misuse or reproduction of these plans.

RELEASE OF ART WORK / DESIGN  
For an additional fee of \$500.00 the design will be released for marketing use by the client. One CD containing art work will be furnished. Replacement CD's will be \$134.00 each.

INSTALLATION: Notwithstanding anything to the contrary contained herein, Pirok Design, Inc. assumes no responsibility for any secondary or consequential damages caused by any defect in the real property or improvements thereon where installation occurs, including but not limited to the existence of a Dryvit facade on the building. Pirok Design, Inc. no way warrants or guarantees the installation of any sign which is installed onto or through Dryvit, or Dryvit type siding products. Pirok Design, Inc. shall have no obligation to correct, and Client agrees to indemnify, defend, and hold harmless Pirok design, Inc., for any claim which may arise which caused by, in the sole discretion of Pirok Design, Inc., the existence of Dryvit or Dryvit type products.

EXCAVATION & LANDSCAPING: In the instance where trenching and/or excavating for a sign base is involved, Pirok Design assumes no responsibility for the final reseeding, planting and/or black dirt replacement involved in this operation. Pirok Design, Inc. will return the area to a workable condition to allow customer to do final landscaping. The above contract pricing is calculated with engineered footings for soil types common to your area. Upon excavation of abnormal soil conditions, (i.e. loose compaction, fresh backfill, building debris, hidden concrete) additional costs may be incurred. These additional costs will be passed along to the customer at a rate of cost plus 20% handling.

SPECIAL conditions on client's purchase orders or order confirmations in no way negate the above Conditions of Sale. In ordering the work described above, the client accepts all of these conditions noted on this contract.

REMEDIES FOR DEFAULT: In the event the customer fails to pay for all services, labor and material, provided for herein, pursuant to the payment terms and conditions as set forth herein, then Pirok Design, Inc. shall have any and all remedies provided by the statutes and the Common Law of the State of Illinois and, shall in addition to those remedies have the right to recover all reasonable attorneys fees for the collection of any delinquent sums due thereunder including reasonable collection costs and any law suit: legal expenses for the costs of preparing, filing and recording any mechanics liens and for any and all reasonable attorneys fees incurred in the filing of any lawsuit to collect any delinquent sums or to foreclose any mechanics liens resulting from customers to pay or other default pursuant to the terms and conditions of this agreement. In addition, customer will be charged a rate of 2% interest for every month after the first 10 days of default.

SEVERABILITY: All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any common court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein and all other parts of this agreement shall be and remain in full force and effect.


Permit procurement, through the City of is additional. Permit fees, engineering fees required by cities, and procurement fees will be additional.

Sign construction will commence upon receipt of permit. Delivery dates are estimated from receipt of permit.

**Acceptance:** The above specifications and conditions are satisfactory and hereby accepted.

Signature: Kevin Pirok Company: \_\_\_\_\_ Date: April 17, 2024  
Pirok Design, Inc. Representative Signature: \_\_\_\_\_ Date \_\_\_\_\_



 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: *4d
	Title:	<b>Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 405 W Main St.</b>	
	Presenter:	<b>Rachel Hitzemann, Planner</b>	
<b>Meeting:</b> Planning & Development Committee		<b>Date:</b> June 10, 2024	
<b>Proposed Cost:</b> \$5,000		<b>Budgeted Amount:</b> \$10,000 for FY	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p><b><u>Program Description</u></b></p> <p>The Façade Improvement Grant program provides assistance to property owners and business tenants to rehabilitate and restore the exterior of buildings in the downtown. Grant funding is available for buildings located in Special Service Area 1B (Downtown Revitalization) or in a Historic District or designated Historic Landmark site. Applications are first reviewed by the Historic Preservation Commission for appropriateness of design.</p> <p>Beginning in 2017, the program was expanded to single-family residential structures. The residential grants are provided as a reimbursement for up to 50% of the funds invested into an exterior rehabilitation project involving new improvements or maintenance using historic preservation practices. Residential grants are capped at \$5,000.</p> <p><b><u>Proposal</u></b></p> <p>Paul Jasper, owner of 405 W Main St. has requested a Residential Façade Improvement Grant to assist in funding painting of the porch posts and trim.</p> <p><b><u>Historic Commission Review 5-15-24</u></b></p> <p>The Historic Commission reviewed the grant and unanimously recommended approval.</p> <p><b><u>Grant Amount</u></b></p> <p>Total Cost of Project: \$7,650</p> <p>The project is eligible to receive up to \$3,825 based on 50% reimbursement for restoration/ preservation.</p>			
<b>Attachments</b> (please list):			
Historic Commission Resolution, Program Requirements, Location Map, Façade Improvement Grant Application, Current Photos, Grant Agreement			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 405 W Main St.			

**City of St. Charles, Illinois**

**Historic Preservation Commission Resolution No. 7-2024**

**A Resolution Recommending Approval of  
A Façade Improvement Grant Application  
(405 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 405 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 said Façade Improvement Grant Application to be in conformance with the program requirements.

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 reimbursement because the project is using like in-kind materials and repairing failing paint

Roll Call Vote:

Ayes: Smunt, Rice, Kessler, Pretz, Morin, Dickerson, Malay

Nays: None.

Abstain: None.

Absent: None

Motion Carried.

**PASSED**, this 15<sup>th</sup> day of May, 2024.

---

Chairman



# FAÇADE IMPROVEMENT GRANT PROGRAM DESCRIPTION

MAY 1, 2022

COMMUNITY DEVELOPMENT DEPT. /PLANNING DIVISION

CITY OF ST. CHARLES



## 1. Program Purpose

- The Facade Improvement Program is intended to promote reinvestment and restoration of commercial and residential buildings in the downtown area, with a focus on supporting historic preservation practices.
- The program is intended to assist property owners and commercial tenants to rehabilitate and restore the visible exterior of existing structures.
- 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. Application, Review and Approval Process:

- **Determine if your property is eligible for either the Commercial or Residential Façade Improvement Grant.**
- **Determine if your project is eligible for grant reimbursement.**
- **Define the scope of your proposed improvements.** This will probably involve consulting with an architect or other appropriate design professional (for projects that do not need an architect, consult with a contractor).
- **Contact the City to schedule a preliminary review of the project by the Historic Preservation Commission early in the design process to determine if the project scope and improvements will meet the program requirements.** The Historic Preservation Commission will consider the architectural appropriateness of proposed improvements using Design Guidelines and the Historic Preservation Ordinance (Chapter 17.32 of the Municipal Code). 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 grant projects, regardless of whether they are in the Historic District.
- **The grant Program Year runs from May 1 to April 30 of the following year. Grant applications are accepted beginning in March of each year for the Program Year beginning on May 1.** (Note: The budget for the Program Year will not be finalized until approved by the City Council each year. This typically occurs in early April.)
- **Submit a complete grant application. Attend the following meetings on the dates provided by City staff:**
  - The **Historic Preservation Commission** will review and make a recommendation regarding the grant. They meet on the 1<sup>st</sup> and 3<sup>rd</sup> Wednesdays of each month at 7:00pm.
  - The **Planning & Development Committee** of the City Council will review the Historic Commission recommendation at their meeting on the second Monday of the month at 7:00pm.

If recommended for approval, the City Council will then vote on the formal grant agreement at a subsequent meeting. The grant agreement will follow the standard form, which is attached. Attendance at this meeting is not necessary unless requested.

**The earliest the grant agreement can be approved by the City Council is the third Monday of May.** Work initiated prior to City Council approval of the grant agreement is not eligible for reimbursement.

#### 4. **Residential Façade Grant:**

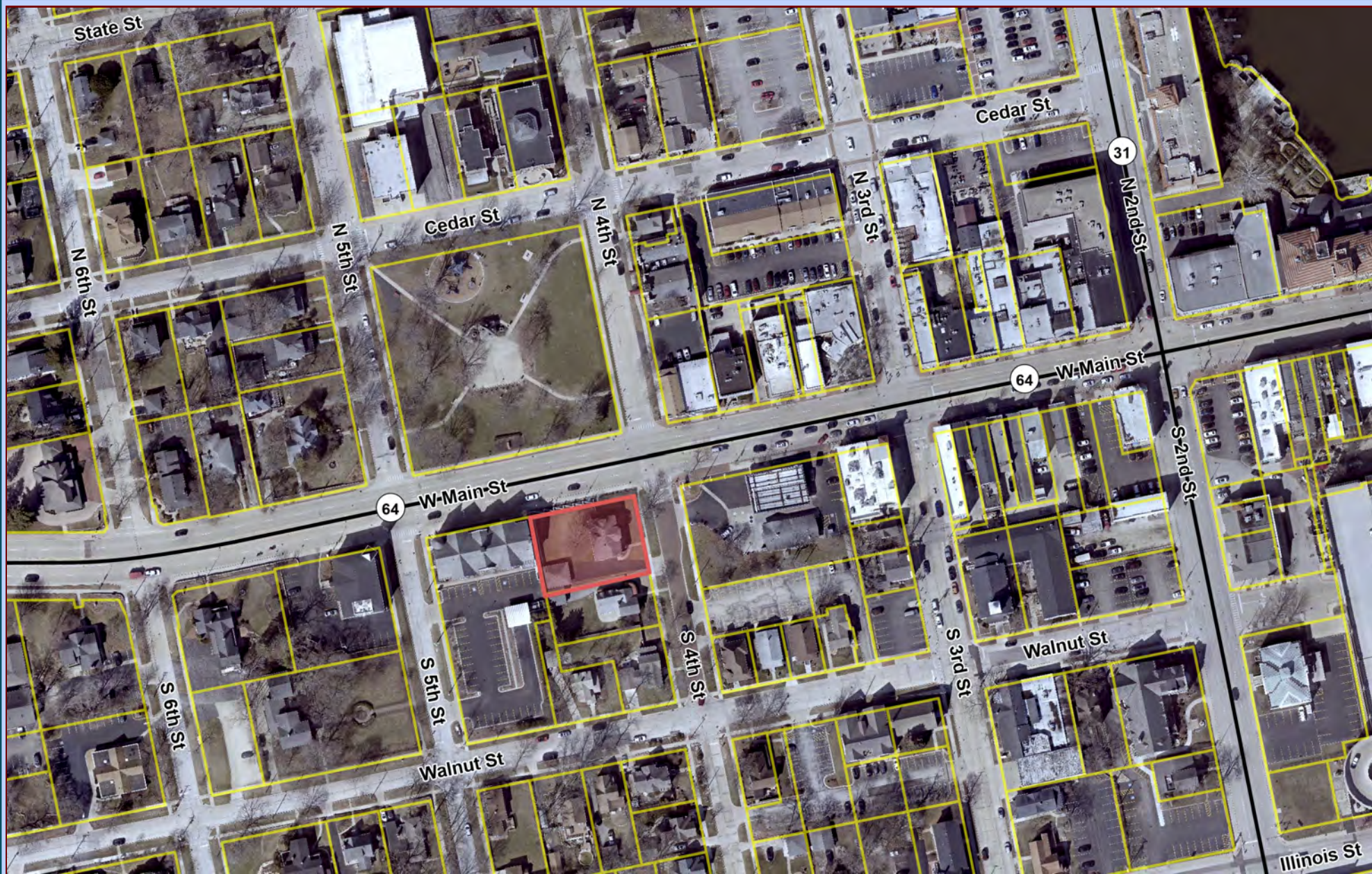
- **Eligible Properties:**  
Residential buildings located within a Historic District or Landmark site, rated in the Historic District Architectural Survey as:
  - “Contributing” or “Significant” structures
  - Non-Contributing structures that, upon completion of the improvements, will be re-classified by the Historic Preservation Commission as “Contributing” or “Significant”
- **Minimum Project Cost:** \$1,000
- **Maximum Grant Amount:** \$5,000 for:
  - Improvements that will be visible from the public right-of-way
  - Improvements to systems that include both the visible and non-visible elevations (such as improvements to siding or windows around entire building)
- **Eligible Improvements:**
  - 50% Reimbursement for projects falling into one or more of the following categories:
    - Repainting of historic exterior surface materials where the surface preparation includes removal of worn/failing paint and intensive surface preparation prior to painting.
    - Reconstruction of missing historic features. (*Example: Previously existing front porch*)
    - Repairing/stabilizing deteriorated historic features and reusing existing architectural elements. (*Example: Repair or partial reconstruction of a porch or replacement of window components*)
    - Removal of inappropriate features and restoration with original details and materials. (*Example: Removal of non-original aluminum/vinyl siding and restoration of the original siding, Removal of vinyl or aluminum windows and replacement with wood or aluminum clad wood windows.*)
    - Upgrade deteriorated materials with new appropriate materials. (*Example: Replacement of deteriorated wood windows with new wood windows*)
  - 100% Reimbursement for Architectural Services (Up to \$2,000)
    - 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 façade improvement will be reimbursed.
- **Ineligible:**
  - Routine maintenance
  - Any interior improvement or finishes
  - Any improvements to internal building systems, including HVAC, plumbing, electrical (except for wiring for exterior lighting)
  - Any site improvements, including sidewalks, parking lots and landscaping.
  - Freestanding new construction buildings
  - Building additions, unless in connection with improvements to the existing building.
- 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 City Council.



5. **Terms and Conditions applicable to all grants:**

- **Grant applications will be considered in the order they are received.** In the event that the total amount of the potential reimbursement grants exceeds the amount budgeted for the program year, the applications will be carried over for consideration during the following program year.
- **Not more than one grant shall be approved for a building in any program year, and a grant shall not be approved if a grant was made for the same portion of the building within the previous five years.** For the Residential Grant Program, within the 5 program years following approval of a grant, a grant for the same property will not be considered until September of each program year.
- **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.
- **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.
- **The following items are not considered “improvements” and therefore they are not eligible for reimbursement:**
  - Building Permit fees and related costs.
  - Extermination of insects, rodents, vermin and other pests.
  - Title reports and legal fees.
  - Acquisition of land or buildings.
  - Financing costs.
  - Sweat equity.
  - Working capital for businesses.
- **Work that has been initiated prior to the approval of the Facade Improvement Agreement by the City Council is NOT eligible for grant reimbursement.**
- **All improvements must be completed prior to the end of the program year on April 30.** If the work is not complete by the end of the program year, the City’s remaining obligation to reimburse the owner or tenant for the project terminates. The City may, its sole discretion, grant a single one-year extension due to unforeseen circumstances that have prevented the completion of the project.
- **The property owner and tenant shall be responsible for maintaining the facade improvements without alteration for five (5) years.** A restrictive covenant limiting alterations may be required by the City Council at the time of approval of the Facade Improvement Agreement.
- **Any project changes must be approved by the City.** Major changes or elimination of improvements must be approved by the City Council. Minor revisions must be approved by the Historic Preservation Commission.
- **This is a reimbursement program -- you must pay your architect, contractors and suppliers before you receive payment from the City.**





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 5, 2024 02:08 PM



0 83 167 Feet

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# FAÇADE IMPROVEMENT GRANT APPLICATION



COMMUNITY & ECONOMIC DEVELOPMENT DEPT. /PLANNING DIVISION

CITY OF ST. CHARLES

## Grant Type (select one):

- Commercial       Residential

## Property Information:

Building or establishment for which the reimbursement grant is requested:

Address:

405 W. MAIN ST.

Property Identification Number:

09-34-103-002

Applicant Name:

PAUL JASPER



## Project Description:

Prepare all wood surfaces on the north and east side of the house by scraping, sanding, and washing all loose and peeling paint. Paint all the wood on the 2 porches, garage doors, wood trim and frames, and dormers w/2 coats of Benjamin Moore paint and stain matching existing colors. Remove, sandblast, and powdercoat iron railings on both porches.

Total Cost Estimate:

\$ \$7650<sup>00</sup>

## Submittal Checklist:

- \$50 Application Fee
- Detailed Scope of Work:** Must identify all improvements, construction methods, building materials to be used. Costs must be broken down and itemized by task. In general, this scope of work should be prepared by the contractor(s) who will be completing the project.
- Documentation on Existing Conditions:** Reports or photographs to demonstrate need for improvements.
- W-9 Form:** Filled out and signed by the grant applicant, with a Federal Tax ID Number (or a Social Security Number for an individual)

**Applicant Contact Information:**

Phone Number: 630-618-6091

Email Address: pjasper23@yahoo.com

**Statement of Understanding:**

- I agree to comply with the guidelines and procedures of the Façade Improvement Grant Program. I have read and understand the "Terms and Conditions".
- 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.
- I understand that work done before a Façade Improvement Agreement is approved by the City Council is not eligible for a grant.
- 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: Paul D Jasper Date: 5/10/2024  
Applicant

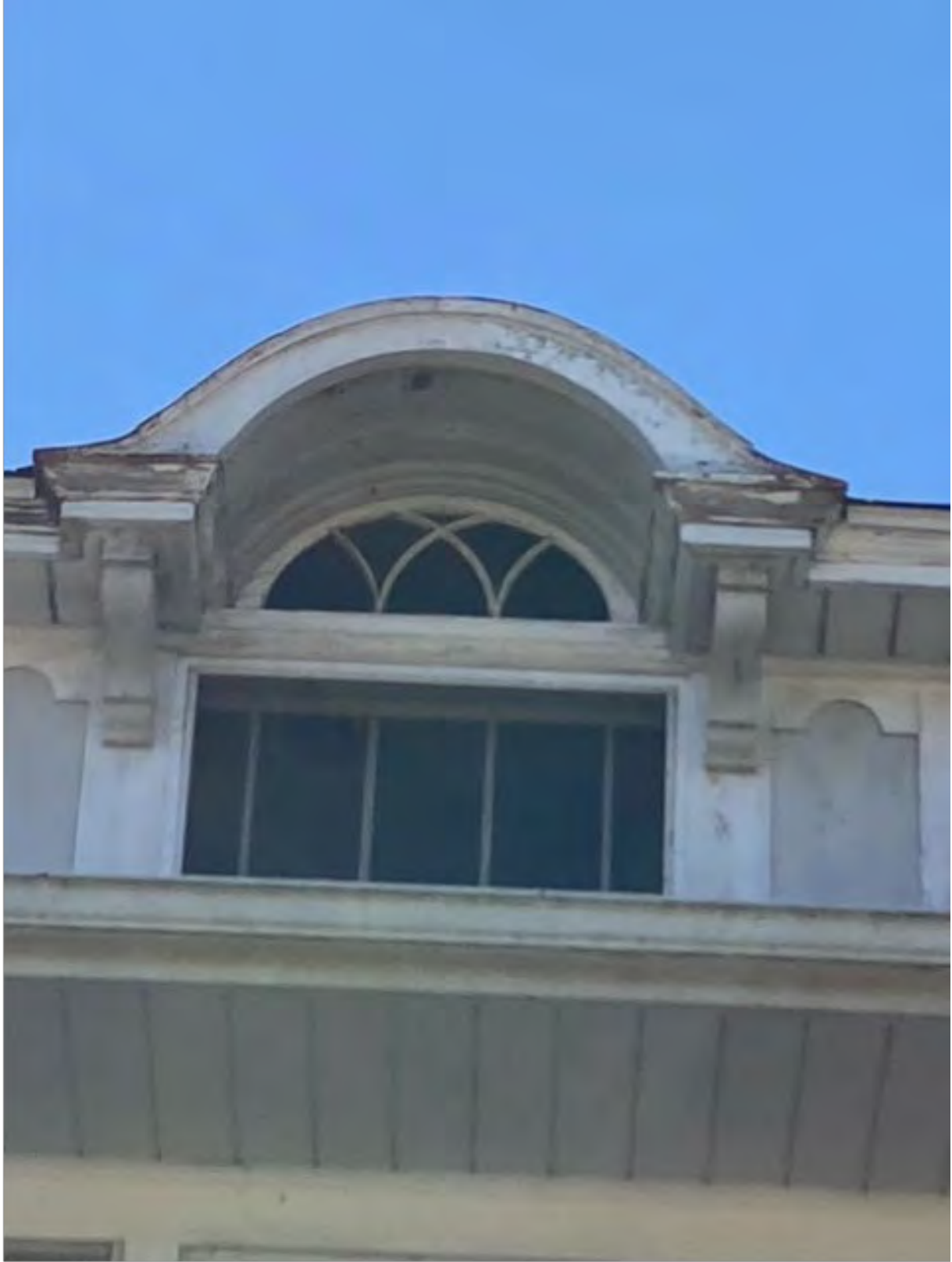
**Owner Authorization (if applicable):**

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















































ST. CHARLES HISTORIC PRESERVATION COMMISSION

**ARCHITECTURAL SURVEY**  
**ST. CHARLES CENTRAL DISTRICT**  
**ST. CHARLES, ILLINOIS**

DIXON ASSOCIATES / ARCHITECTS

**ARCHITECTURAL INTEGRITY**

	1	2	3
<input type="checkbox"/> Unaltered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Minor Alteration	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Major Alteration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Additions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sensitive to original	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Insensitive to original	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1: first floor; 2: upper floors; 3: roof/cornice

**BUILDING CONDITION**

- Excellent: Well-maintained**
- Good: Minor maintenance needed**
- Fair: Major repairs needed**
- Poor: Deteriorated**

**ARCHITECTURAL DESCRIPTION**

**Style:** Commercial Vernacular

**Date of Construction:** 1880's

**Source:** A Field Guide to American Architecture

**Features:**

Three story brick building with stone lintels at one over one double hung windows at second and third floors. Simple, unadorned parapet. Plywood cladding and plastic awning at first floor.

**ARCHITECTURAL SIGNIFICANCE**

- Significant**
- Contributing**
- Non-Contributing**

**Address:**

103 West Main Street

**Representation in Existing Surveys:**

- Federal**
- State**
- County**
- Local**

**Block No. 11**

**Building No. 7**

**SURVEY DATE:**

**MAY 1994**



**ROLL NO. 7**

**NEGATIVE NO. 27**



ST. CHARLES HISTORIC PRESERVATION COMMISSION

# ARCHITECTURAL SURVEY ST. CHARLES CENTRAL DISTRICT ST. CHARLES, ILLINOIS

DIXON ASSOCIATES / ARCHITECTS

## ARCHITECTURAL INTEGRITY

	1	2	3
<input checked="" type="checkbox"/> Unaltered	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Minor Alteration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Major Alteration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Additions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sensitive to original	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insensitive to original	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1: first floor; 2: upper floors; 3: roof/cornice

## BUILDING CONDITION

- Excellent: Well-maintained
- Good: Minor maintenance needed
- Fair: Major repairs needed
- Poor: Deteriorated

## ARCHITECTURAL DESCRIPTION

Style: Neoclassical

Date of Construction: 1900 - 1920

Source: A Field Guide to American Houses

### Features:

Full width front porch. Hip roof with Palladian dormer to north, bay to east. Clapboard siding. Stone or rock face block foundation.

## ARCHITECTURAL SIGNIFICANCE

- Significant
- Contributing
- Non-Contributing



### Address:

405 West Main Street

### Representation in Existing Surveys:

- Federal
- State
- County
- Local

Block No. 8

Building No. 1

SURVEY DATE:  
MAY 1994

ROLL NO. 7

NEGATIVE NO. 19





ST. CHARLES HISTORIC PRESERVATION COMMISSION

**ARCHITECTURAL SURVEY**  
ST. CHARLES CENTRAL DISTRICT  
ST. CHARLES, ILLINOIS

DIXON ASSOCIATES / ARCHITECTS

CONTINUATION SHEET NO: 1



**Address:**

405 West Main Street

**Remarks:**

East Elevation

**Block No. 8**

**Building No. 1**

**ROLL NO. 3**

**NEGATIVE NO. 35**



**Address:**

405 West Main Street

**Remarks:**

Photo taken 10/2022

**Block No. 8**

**Building No. 1**

**ROLL NO.**

**NEGATIVE NO.**



ST. CHARLES HISTORIC PRESERVATION COMMISSION

**ARCHITECTURAL SURVEY**  
ST. CHARLES CENTRAL DISTRICT  
ST. CHARLES, ILLINOIS

DIXON ASSOCIATES / ARCHITECTS

CONTINUATION SHEET NO: 1



**Address:**

405 West Main St.

**Remarks:**

East elevation

Photo taken 11/2022

**Block No. 8**

**Building No. 1**

**ROLL NO.**

**NEGATIVE NO.**

**Address:**

**Remarks:**

**Block No.**

**Building No.**

**ROLL NO.**

**NEGATIVE NO.**

**CITY OF ST. CHARLES  
FACADE IMPROVEMENT AGREEMENT**

Program Year: May 1, 2024 to April 30, 2025

**THIS AGREEMENT**, entered into this 17<sup>th</sup> day of June, 2024, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: Paul Jasper  
Tax ID# or Social Security # 483-96-4692

For the following property:

Address of Property: 405 W Main St.  
PIN Number: 09-34-103-002

**WITNESSETH:**

**WHEREAS**, the CITY has established a Facade Improvement Program adopted by City Ordinance No. 2017-M-7 ; and

**WHEREAS**, CITY has agreed to participate, subject to its sole discretion, in reimbursing Owners/Lessees for the cost of eligible exterior improvements to buildings through the Façade Improvement Program; and

**WHEREAS**, 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 Commercial Façade Grant improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of up to twenty five (25%) of the cost of Routine Maintenance Improvements, up to fifty percent (50%) of the cost of Historic Preservation Improvements and other Building Improvements, and up to one hundred percent (100%) of the cost of fees for Architectural Services pertaining to such improvements, provided that the total reimbursement for eligible improvements and architectural services shall not exceed the amount shown in Exhibit I, "Total Reimbursement Amounts", attached hereto.

B. With respect to Residential Façade Grant improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of up to fifty percent (50%) of the cost of Historic Preservation Improvements, and up to one hundred percent (100%) of the cost of fees for Architectural Services pertaining to such improvements, provided that the total reimbursement for eligible improvements and architectural services shall not exceed the amount shown in Exhibit I, "Total Reimbursement Amounts", attached hereto.

The actual total reimbursement amounts per this Agreement shall not exceed the amounts shown in Exhibit I. 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 II.

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 the Program Year, ending April 30.

SECTION 3: The Director of Community Development shall periodically review the progress of the contractor's work on the facade improvement pursuant to this Agreement. Such inspections shall not

replace any required building permit inspection. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of this Agreement.

SECTION 4: Upon completion of the improvements and upon their final inspection and approval by the Director of Community Development, the OWNER/LESSEE shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The OWNER/LESSEE shall also submit to the CITY a copy of the architect's statement of fees for professional services for preparation of plans and specifications. The CITY shall, within fifteen (15) days of receipt of the contractor's statement, proof of payment and lien waivers, and the architect's statement, issue a check to the OWNER/LESSEE as reimbursement, subject to the limitations set forth in Exhibit "I".

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 Exhibit I hereof ; 2) upon receipt by CITY of the architect's invoices, contractor's statements, invoices, proof of payment and notarized final lien waivers for the completed work; and 3) upon a determination by the Director of Community Development that the remainder of the work is expected to be delayed for thirty days or more following completion of the initial work due to weather, availability of materials, or other circumstances beyond the control of the

OWNER/LESSEE. The second, final reimbursement payment shall be made by CITY only upon submittal of all necessary documents as described herein.

SECTION 5: If the OWNER/LESSEE or his contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications and the terms of this Agreement, or if the improvements are not completed by the end of the Program Year on April 30, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void. The CITY may, at its sole discretion, grant a single one-year extension to the end of the following program year due to unforeseen circumstances that have prevented the completion of the project.

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



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"**

**Total Reimbursement Amounts**

**Commercial Façade Grants:**

	<b>Total Estimated Cost</b>	<b>Reimbursement Percentage</b>	<b>Total Maximum Grant Amount</b>
<b>Routine Maintenance Improvements</b>	\$	25%	\$
<b>Historic Preservation Improvements</b>	\$	50%	\$
<b>Building Improvements</b>	\$	50%	\$
<b>Architectural Services</b>	\$	100% (not to exceed \$4000)	\$
<b>TOTAL</b>	\$	-	\$

**Residential Façade Grants:**

	<b>Total Estimated Cost</b>	<b>Reimbursement Percentage</b>	<b>Total Maximum Grant Amount</b>
<b>Historic Preservation Improvements</b>	\$7,650	50%	\$3,825
<b>Architectural Services</b>	\$	100% (not to exceed \$2000)	\$
<b>TOTAL</b>	\$7,650	-	\$3,825



**EXHIBIT “II”**

**Plans, Design drawings, Specifications and Estimates**

Attachments:

Estimate from NR Painting LLC, Dated May 2<sup>nd</sup> 2024



# NR PAINTING LLC

7N037 Hickory Ln St Charles, IL 60174  
NRpainting84@gmail.com  
(224) 209-7464

Name Paul Date 05-02-24  
Address 405 W Main St City St Charles  
Phone \_\_\_\_\_  
Email Paul@nrpainting.com Cell \_\_\_\_\_  
Approx. \_\_\_\_\_ Approx. \_\_\_\_\_  
Start Date \_\_\_\_\_ Completion Date \_\_\_\_\_

NR Painting LLC, agrees to complete the Exterior painting at \_\_\_\_\_

## PREPARATION

- Powerwash the  House  Deck  Trim  Other \_\_\_\_\_  
w/ TSP. Hand scrub w/ a bleach solution
- Scrape and sand all loose and peeling paint
- Power sand and/or power grind rough edges
- Wire brush all bare wood with oil primer
- Prime all rusted or bare metal with Rust Destroyer
- Lintils  Railings  Meter Pipe  Other \_\_\_\_\_  
Complete primer coat required on \_\_\_\_\_

- Stripping \_\_\_\_\_
- Caulk all wood to wood joints and gaps
- Caulk around all door and window frames
- Caulk all wood to brick joints
- Caulk all wood to aluminum joints
- Use 40-50 year sealant (caulk)
- Remail all loose boards where needed (minor)
- Repair defective knots
- Remove and reset Downspouts Shutters  
and House numbers \_\_\_\_\_
- Remove all loose putty and glaze windows  
where necessary.
- Remove and reset storms, paint sash (Interior windows)

## FINISH COAT 2 coats

- Benjamin Moore  Valspar  Cabots  Other \_\_\_\_\_
- Match existing colors Color Change \_\_\_\_\_
- All wood trim \_\_\_\_\_
- Window frames w/ \_\_\_\_\_
- Window sash w/ \_\_\_\_\_
- Soffits & fascia w/ \_\_\_\_\_
- Shutters w/ \_\_\_\_\_
- Detached garage w/ \_\_\_\_\_  Garage Doors  
Lintils  Meter Pipe \_\_\_\_\_  Frames
- Other \_\_\_\_\_

- Deck w/ \_\_\_\_\_  Balcony \_\_\_\_\_
- Railings metal / wood / w/ \_\_\_\_\_
- Porch (Int. or Ext.) w/ \_\_\_\_\_
- Porch floor w/ \_\_\_\_\_
- Entry doors w/ \_\_\_\_\_  Sidelights \_\_\_\_\_
- Dormers w/ \_\_\_\_\_
- Aluminum / Vinyl Siding w/ \_\_\_\_\_
- Wood / cedar siding w/ \_\_\_\_\_
- Gutters w/ \_\_\_\_\_  Downspouts \_\_\_\_\_
- Stucco Panels / Stucco / Dry Vit \_\_\_\_\_

Scrape and sand all the loose and peeling paint

Notes: paint all the wood in the 2 porchs, garage, garage doors, wood siding, wood trim and wood frames  
Use coat of primer on all joints and stain

## GUARANTEE

NR PAINTING LLC, will guarantee all work against our paint peeling for one (1) years following completion of the work. Owner shall notify NR PAINTING, LLC, of any warranty issues occurring within the Warranty Period, in writing and immediately upon discovery thereof. Owner agrees that in no event shall any claim be submitted to NR PAINTING, LLC later than one (1) year following NR PAINTING, LLC completion of it's services hereunder. If any peeling of our paint occurs, NR PAINTING, LLC will repaint the defective area(s) at no charge. Mold, mildew, and rotting wood are NOT covered by guarantee. Galvanized gutters, deck surfaces, tops of handrailing and step are NOT covered by the guarantee.

Tarp all areas, especially landscaping, roof, decks, and concrete. NR PAINTER LLC, will clean up the job site daily and remove all debris NR PAINTER, LLC will supply all equipment and store it properly.

## ACCEPTANCE OF CONTRACT

We will maintain insurance coverage during the performance of work. Payment to be made in the form of a check to NR PAINTING, LLC.

The above prices, specifications and conditions are satisfactory. NR PAINTING, LLC is authorized to do the work specified. Payment will be made as outlined above.

PAINTING COST Materials included  
TOTAL COST \$6750.00

Signature \_\_\_\_\_  
Owner / Purchase

Signature [Signature]  
NR Painting LLC

From: larry foxvalleysandblasting.com larry@foxvalleysandblasting.com  
Subject: RE: Railing Sandblast and Powder Coat  
Date: May 9, 2024 at 12:13:10 PM  
To: Paul Jasper pjasper23@yahoo.com

---

Paul,

Thank you for your inquiry into our services.

We can blast, Powder Coat prime, and finish Powder Coat your railing with any of the 700 colors we have on hand for \$30.00 per linear foot.



Larry Dickson  
Operations Manager  
Fox Valley Sandblasting Inc.  
207 Beaver St.  
Yorkville, IL 60560  
630-553-6050  
[larry@foxvalleysandblasting.com](mailto:larry@foxvalleysandblasting.com)

*Approximately 30 linear feet*

*30 L.F.  
\$30/L.F.  
-----  
≈ \$900*

---


**From:** Paul Jasper <[pjasper23@yahoo.com](mailto:pjasper23@yahoo.com)>  
**Sent:** Thursday, May 9, 2024 11:48 AM  
**To:** larry [foxvalleysandblasting.com](mailto:larry@foxvalleysandblasting.com) <[larry@foxvalleysandblasting.com](mailto:larry@foxvalleysandblasting.com)>  
**Subject:** Railing Sandblast and Powder Coat

Hi Larry,

We spoke on the phone about the iron railings for my house. Please see the attached pictures and let me know estimated price for sandblasting and powder coating in a similar black finish.

Thank you,  
Paul Jasper  
630-618-6091



	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: *4e
	Title:	<b>Recommendation to approve Plat of Vacation for 407 S. 5<sup>th</sup> St.</b>	
	Presenter:	<b>Rachel Hitzemann</b>	
<b>Meeting:</b> Planning & Development Committee		<b>Date:</b> June 10, 2024	
<b>Proposed Cost:</b> \$		<b>Budgeted Amount:</b> \$	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>A plat of Vacation has been submitted by Zach Derrico at the subject property in order to add an addition onto the garage. The parcel is part of a two-lot resubdivision that was approved late last year. All new subdivisions require a 10ft rear yard easement. The applicants would like to vacate 3ft of the 10ft easement to add an addition onto the garage.</p> <p>The original subdivision is old and there are no easements on any of the other lots within the original subdivision. Additionally, no utilities are located within the easement.</p> <p>The property is located within the Historic District and the Historic Commission has already given approval for the addition.</p>			
<b>Attachments</b> (please list):			
Plan Commission Recommendation, Plat of Easement			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Recommendation to approve Plat of Vacation for 407 S 5 <sup>th</sup> St.			

**City of St. Charles, Illinois**  
**Plan Commission Resolution No. 8-2024**

**A Resolution Recommending Approval of a Plat of Vacation for 407 S. 5<sup>th</sup> St.  
(ZJD LLC)**

**Passed by Plan Commission on June 4, 2024**

WHEREAS, it is the responsibility of the St. Charles Plan Commission to review requests for Plats of Vacation; and

WHEREAS, the Plan Commission has reviewed the Plat of Vacation for 407 S 5<sup>th</sup> St. (ZJD LLC); and

WHEREAS, the Plan Commission finds the Plat of Vacation to be in conformance with the requirements of Title 16 of the City Code entitled, “Subdivisions and Land Improvement” and Title 17, Chapter 17.12-Residential Districts.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to the City Council approval of the Plat of Vacation for 407 S 5<sup>th</sup> St. (ZJD LLC).

Roll Call Vote:

Ayes: Moad, Wiese, Ewoldt, Rosenberg, Gruber, Fitzgerald, Vargulich, Lawson

Nays: None

Absent: Funke

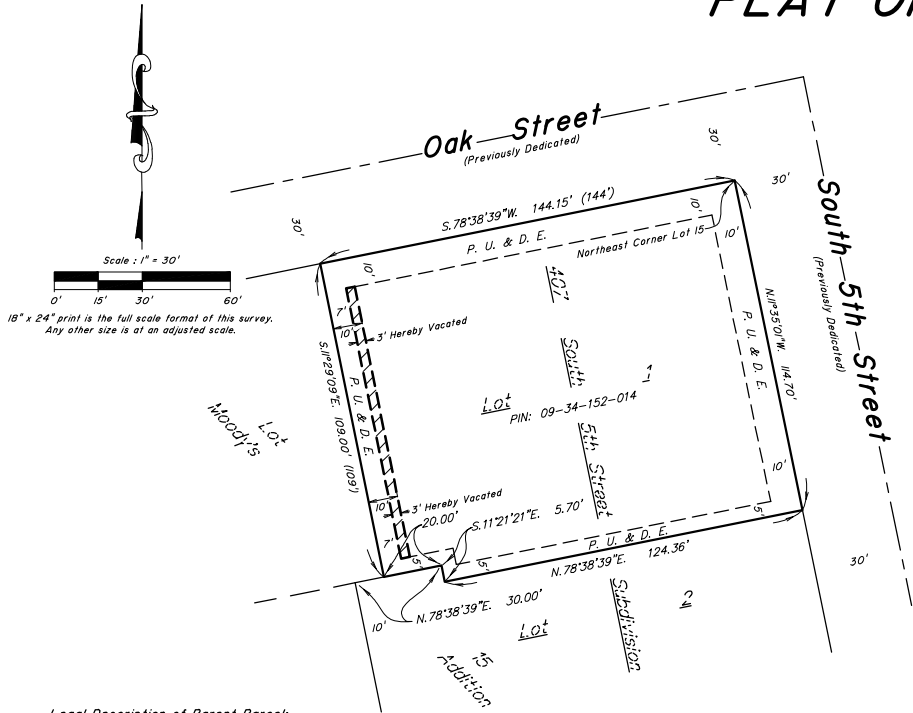
Motion carried: 8-0

PASSED, this 4th day of June 2024.

---

Chairman  
St. Charles Plan Commission

# PLAT OF VACATION



Scale: 1" = 30'  
 0' 15' 30' 60'  
 18" x 24" print is the full scale format of this survey.  
 Any other size is of an adjusted scale.

**Legal Description of Parent Parcel:**

Lot 1 of 407 South 5th Street Subdivision, being a subdivision of that part of Lot 15 of Moody's Addition to St. Charles, in the City of St. Charles, Kane County, Illinois according to the plat thereof recorded December 28, 2023 as Document 2023K045174.

**Legal Description of Public Utility and Drainage Easement Hereby Vacated:**

The East 3 feet of the West 10 feet (except the North 10 feet and the South 5 feet thereof) of Lot 1 of 407 South 5th Street Subdivision, being a subdivision of part of Lot 15 of Moody's Addition to St. Charles, in the City of St. Charles, Kane County, Illinois.

**Legend**

- Indicates Public Utility & Drainage Easement Hereby Vacated
- Indicates Property Line
- Indicates Easement Line
- P. U. & D. E. Indicates Public Utility & Drainage Easement

**Owner's Certificate:**

State of Illinois }  
 County of Kane } ss

This is to certify that Robert Greenlee and Brook Greenlee are the owners Lot 1 of 407 South 5th Street Subdivision and has caused the same to be platted as indicated herein, for the uses and purposes therein set forth and does hereby vacate the public utility and drainage easements as shown hereon.

Dated this \_\_\_\_\_th day of \_\_\_\_\_ A.D., 2024.

By: \_\_\_\_\_  
 Robert Greenlee (Owner)

By: \_\_\_\_\_  
 Brook Greenlee (Owner)

**Notary Public:**

State of Illinois }  
 County of Kane } ss

I, \_\_\_\_\_ a notary public in and for the County and State aforesaid, do hereby certify that Robert Greenlee and Brook Greenlee who, are personally known to me to be the same whose names are subscribed to the foregoing certificate, appeared before me this day in persons and acknowledged that they did sign and deliver this instrument as a free and voluntary act for the uses and purposes herein set forth.

Given under my hand and notarial seal this \_\_\_\_\_th day of \_\_\_\_\_ A.D., 2024.

Notary Public  
 My commission expires \_\_\_\_\_

**Mortgagee's Certificate:**

State of Illinois }  
 County of Kane } ss

Approved and accepted by The Harvard State Bank, as Mortgagee.

Dated at \_\_\_\_\_ this \_\_\_\_\_th day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_ Attest: \_\_\_\_\_

**Notary Public:**

State of Illinois }  
 County of Kane } ss

I, \_\_\_\_\_ a notary public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ who, are personally known to me to be the same whose names are subscribed to the foregoing certificate, appeared before me this day in persons and acknowledged that they did sign and deliver this instrument as a free and voluntary act for the uses and purposes herein set forth.

Given under my hand and notarial seal this \_\_\_\_\_th day of \_\_\_\_\_ A.D., 2024.

Notary Public  
 My commission expires \_\_\_\_\_

**Owner's Certificate:**

State of Illinois }  
 County of Kane } ss

This is to certify that ZJD LLC is the owner Lot 2 of 407 South 5th Street Subdivision and does hereby consent to vacate the public utility and drainage easements as shown hereon.

Dated this \_\_\_\_\_th day of \_\_\_\_\_ A.D., 2024.

By: \_\_\_\_\_  
 ZJD LLC, by Zachary Derrico, Managing Member

**Notary Public:**

State of Illinois }  
 County of Kane } ss

I, \_\_\_\_\_ a notary public in and for the County and State aforesaid, do hereby certify that Zachary Derrico is personally known to me to be the same whose name is subscribed to the foregoing certificate, appeared before me this day in persons and acknowledged that they did sign and deliver this instrument as a free and voluntary act for the uses and purposes herein set forth.

Given under my hand and notarial seal this \_\_\_\_\_th day of \_\_\_\_\_ A.D., 2024.

Notary Public  
 My commission expires \_\_\_\_\_

**City Council Certificate:**

Approved and accepted this \_\_\_\_\_th day of \_\_\_\_\_ A.D., 2024.

Dated this \_\_\_\_\_th day of \_\_\_\_\_, 2024.  
 City Council of City of St. Charles, Illinois.

Mayor  
 Attest: \_\_\_\_\_  
 City Clerk

**Surveyor's Certificate:**

State of Illinois }  
 County of Kane } ss

I, Shawn R. VanKampen, Illinois Professional Land Surveyor No. 2170, do hereby certify that the plat hereon drawn was prepared under my direction for the purpose of vacating a public utility and drainage easement as hereon shown and is a correct representation of said easement.

Dated at Batavia, Illinois, this 29th day of May, 2024.

**PRELIMINARY**  
 Shawn R. VanKampen  
 Illinois Professional Land Surveyor No. 2170  
 License expiration date: November 30, 2024




PREPARED BY:

**ASM** Consultants, Inc.  
 16 E Wilson St, Batavia IL 60510  
 (630) 879-0200 - advanced@advct.com  
 Professional Design Firm# 184-006014  
 Expires 4/30/2025

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 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: *4f
	Title:	<b>Recommendation to Authorize Execution of a Real Estate Contract between the City of St. Charles and Habitat for Humanity of Northern Fox Valley for Conveyance of 1417 Dean Street.</b>	
	Presenter:	<b>Ellen Johnson, Planner</b>	
<b>Meeting:</b> Planning & Development Committee		<b>Date:</b> June 10, 2024	
<b>Proposed Cost:</b> N/A		<b>Budgeted Amount:</b> N/A	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> <i>(if not budgeted please explain):</i>			
<p>In October 2023, P&amp;D Committee recommendation donation of the City-owned parcel at the SW corner of Dean and 15<sup>th</sup> Streets to Habitat for Humanity of Northern Fox Valley for construction of an affordable single-family home.</p> <p>The Housing Commission approved funding in the amount of \$115,000 from the Housing Trust Fund for the project. Kane County also awarded \$115,000.</p> <p>Last month, City Council approved a Plat of Vacation to vacate adjacent 15<sup>th</sup> Street right-of-way to provide additional land area to make the lot buildable.</p> <p>A Real Estate Contract has been prepared between the City and Habitat and requires approval to move forward with conveying the property. A Rider attached to the contract requires Habitat to submit for building permit within 6 months. It also requires the house constructed by Habitat to be sold to a homebuyer with an income not to exceed 80% of the Area Median Income.</p> <p>The closing date is set for June 25<sup>th</sup>.</p>			
<b>Attachments</b> (please list):			
Plat of Survey (for reference), Real Estate Contract & Rider			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Recommendation to Authorize Execution of a Real Estate Contract between the City of St. Charles and Habitat for Humanity of Northern Fox Valley for Conveyance of 1417 Dean Street.			

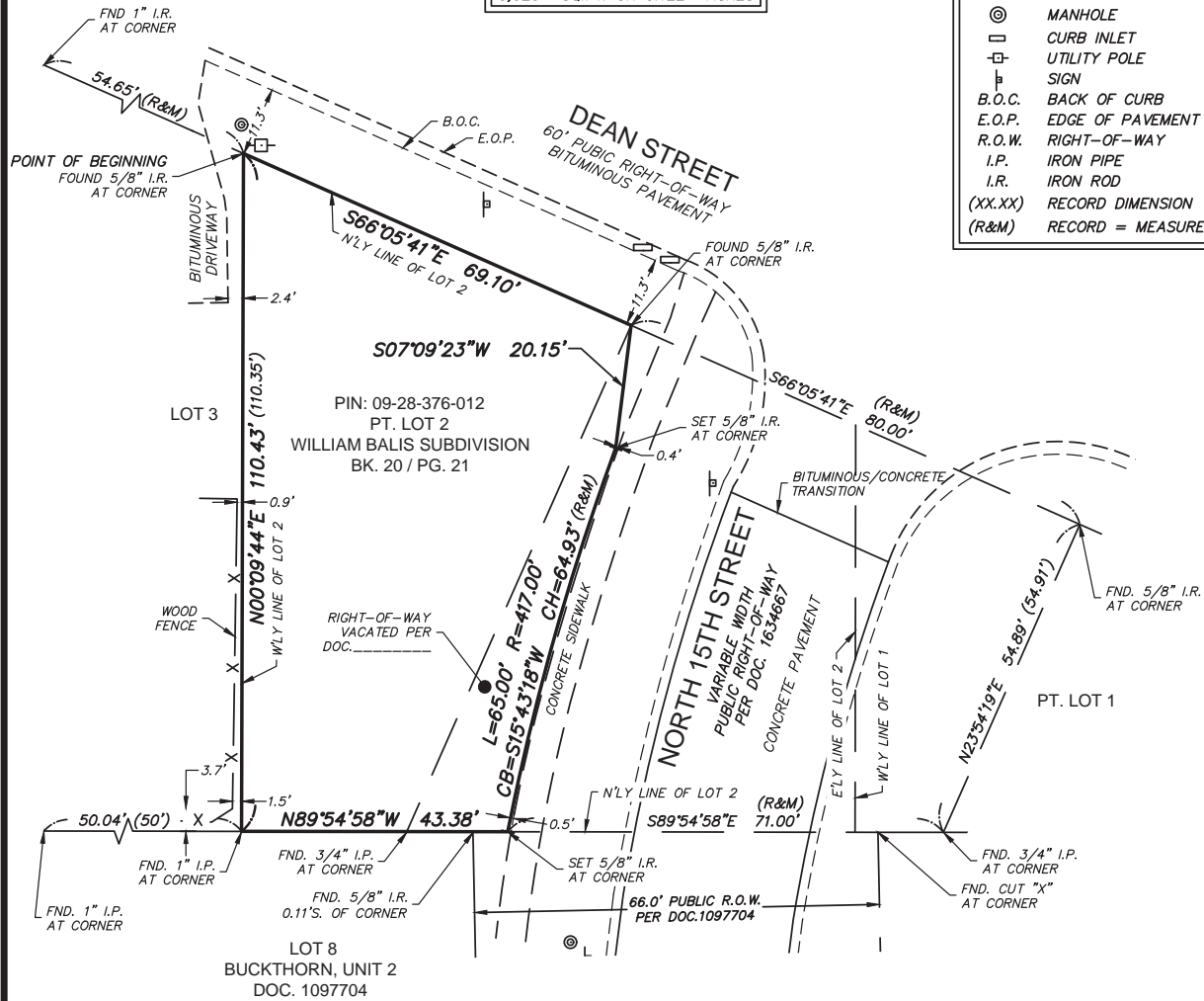
# PLAT OF SURVEY

## LEGAL DESCRIPTION

THAT PART OF LOT 2 OF WILLIAM BALIS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED SEPTEMBER 5TH, 1911 IN BOOK 20 OF PLATS, PAGE 21, LYING WESTERLY OF NORTH 15TH STREET, PER DEDICATION RECORDED APRIL 6TH, 1983 AS DOCUMENT 1634667 AND AS VACATED PER DOCUMENT \_\_\_\_\_, RECORDED \_\_\_\_\_, IN KANE COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE SOUTH 66 DEGREES 05 MINUTES 41 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 2, 69.10 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTH 15TH STREET, PER SAID VACATION; THENCE SOUTH 07 DEGREES 09 MINUTES 23 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE 20.15 FEET; THENCE SOUTHERLY 65.00 FEET, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, BEING ALONG A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 417.00 FEET, A CHORD THAT BEARS SOUTH 15 DEGREES 43 MINUTES 18 SECONDS WEST AND A CHORD OF 64.93 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 2; THENCE NORTH 89 DEGREES 54 MINUTES 58 SECONDS WEST, ALONG SAID SOUTHERLY LINE, 43.38 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 09 MINUTES 44 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 2, 110.43 FEET TO SAID POINT OF BEGINNING.

**LAND AREA**  
 5,325± SQ.FT. OR 0.122± ACRES

LEGEND	
⊙	MANHOLE
⊠	CURB INLET
⊞	UTILITY POLE
⊥	SIGN
B.O.C.	BACK OF CURB
E.O.P.	EDGE OF PAVEMENT
R.O.W.	RIGHT-OF-WAY
I.P.	IRON PIPE
I.R.	IRON ROD
(XX.XX)	RECORD DIMENSION
(R&M)	RECORD = MEASURED



NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements  
 \* Basis of bearings for this survey: IL SPC EAST (NAD83-2011)  
 \* No distance should be assumed by scaling.  
 \* No underground improvements have been located unless shown and noted.  
 \* No representation as to ownership, use, or possession should be hereon implied.  
 \* This Survey and Plat of Survey are void without signature and seal affixed.  
 \* This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:

### CITY OF ST. CHARLES

Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.



### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
 ) S.S.  
 COUNTY OF KANE )

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED AT AURORA, KANE COUNTY, ILLINOIS, \_\_\_\_\_, 2024.

## PRELIMINARY

BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com)  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3799  
 LICENSE EXPIRATION DATE: 11/30/2024  
 FIELDWORK COMPLETED: 11/15/2023

HORIZ. SCALE: 1" = 20'	DATE: 12/04/2023
VERT. SCALE: SUBMITTAL	
DRAWN BY: DSN	CHK. BY: NAB
PROJECT NO. 230328	
SHEET NO. 1 OF 1	

**PLAT OF SURVEY**  
 SOUTHWEST CORNER 15TH STREET  
 & DEAN STREET,  
 CITY ST. CHARLES,  
 KANE COUNTY, ILLINOIS



2363 Sequoia Drive, Suite 101  
 Aurora, Illinois 60506  
 t. 630.553.7560 f. 630.553.7646  
 www.hrgreen.com

REVISIONS		
#	DATE	DESCRIPTION
1		REVISED VACATION
2		
3		
4		
5		
6		
7		
8		
9		
10		





MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0



1 1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties."

2 Buyer Name(s) [PLEASE PRINT] Habitat for Humanity of Northern Fox Valley

3 Seller Name(s) [PLEASE PRINT] City of St. Charles, an Illinois Municipal Corporation

4 If Dual Agency applies, check here [ ] and complete Optional Paragraph 29.

5 2. THE REAL ESTATE: Real Estate is defined as the property, all improvements, the fixtures and Personal Property
6 included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with
7 approximate lot size or acreage of 69x84x43x110 (5,325 sf / 0.122 acre) commonly known as:

8 1417 Dean Street St. Charles IL 60174 Kane

9 Address Unit # (If applicable) City State Zip County

10 Permanent Index Number(s): 09-28-376-012 [ ] Single Family Attached [ ] Single Family Detached [ ] Multi-Unit

11 If Designated Parking is Included: # of space(s) ; identified as space(s) # ; location

12 [CHECK TYPE] [ ] deeded space, PIN: [ ] limited common element [ ] assigned space.

13 If Designated Storage is Included: # of space(s) ; identified as space(s) # ; location

14 [CHECK TYPE] [ ] deeded space, PIN: [ ] limited common element [ ] assigned space.

45 3. FIXTURES AND PERSONAL PROPERTY AT NO ADDED VALUE: All of the fixtures and included Personal Property
46 are owned by Seller and to Seller's knowledge are in operating condition on Date of Acceptance, unless otherwise
47 stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems
48 together with the following items at no added value by Bill of Sale at Closing [CHECK OR ENUMERATE APPLICABLE ITEMS]:

- 49 Refrigerator Wine/Beverage Refrigerator Light Fixtures, as they exist Fireplace Gas Log(s)
20 Oven/Range/Stove Sump Pump(s) Built-in or attached shelving Smoke Detectors
21 Microwave Water Softener (unless rented) All Window Treatments & Hardware Carbon Monoxide Detectors
22 Dishwasher Central Air Conditioning Satellite Dish Invisible Fence System, Collar & Box
23 Garbage Disposal Central Humidifier Wall Mounted Brackets (AV/TV) Garage Door Opener(s)
24 Trash Compactor Central Vac & Equipment Security System(s) (unless rented) with all Transmitters
25 Washer All Tacked Down Carpeting Interoom System Outdoor Shed
26 Dryer Existing Storms & Screens Electronic or Media Air Filter(s) Outdoor Playset(s)
27 Attached Gas Grill Window Air Conditioner(s) Backup Generator System Planted Vegetation
28 Water Heater Ceiling Fan(s) Fireplace Screens/Doors/Grates Hardscape

29 Other Items Included at No Added Value:

30 Items Not Included:

31 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in
32 operating condition at Possession except:

33 A system or item shall be deemed to be in operating condition if it performs the function for which it is intended,
34 regardless of age, and does not constitute a threat to health or safety.

35 If Home Warranty applies, check here [ ] and complete Optional Paragraph 32.

36 4. PURCHASE PRICE AND PAYMENT: The Purchase Price is \$ \*\*10.00\*\*. After the payment of Earnest
37 Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in
38 "Good Funds" as defined by law.

39 a) CREDIT AT CLOSING: [IF APPLICABLE] Provided Buyer's lender permits such credit to show on the final
40 settlement statement or lender's closing disclosure, and if not, such lesser amount as the lender permits, Seller
41 agrees to credit \$ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

42 b) EARNEST MONEY: Earnest Money of \$ shall be tendered to Escrowee on or before
43 Business Days after Date of Acceptance. Additional Earnest Money, if any, of \$ shall be tendered
44 by , 20 . Earnest Money shall be held in trust for the mutual benefit of the Parties by

Buyer Initial bh Buyer Initial Seller Initial Seller Initial
Address: 1417 Dean Street, St. Charles, Illinois 60174 v7.0



45 ~~[CHECK ONE]:  Seller's Brokerage;  Buyer's Brokerage;  As otherwise agreed by the Parties, as "Escrowee."~~  
46 ~~In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.~~

47 c) **BALANCE DUE AT CLOSING:** The Balance Due at Closing shall be the Purchase Price, plus or minus  
48 prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.

49 5. **CLOSING:** Closing shall be on June 25, 20 24 or at such time as mutually agreed by the Parties in  
50 writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing  
51 agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.

52 6. **POSSESSION:** Unless otherwise provided in Optional Paragraph 35, Seller shall deliver possession to Buyer at  
53 Closing. Possession shall be deemed to have been delivered when Seller and all occupants (if any) have vacated  
54 the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Brokerage.

55 7. **FINANCING:** [INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c]

56 ~~\_\_\_\_\_ a) **LOAN CONTINGENCY:** Not later than forty five (45) days after Date of Acceptance or five  
57 (5) Business Days prior to the date of Closing, whichever is earlier, ("Loan Contingency Date") Buyer shall  
58 provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan  
59 approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan  
60 as follows: [CHECK ONE]  fixed;  adjustable; [CHECK ONE]  conventional;  FHA;  VA;  USDA;  
61  other \_\_\_\_\_ loan for \_\_\_\_\_ % of the Purchase Price, plus private mortgage insurance (PMI),  
62 if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed \_\_\_\_\_ % per annum,  
63 amortized over not less than \_\_\_\_\_ years. Buyer shall pay discount points not to exceed \_\_\_\_\_ % of the loan amount.  
64 Buyer shall pay origination fee(s), closing costs charged by lender, and title company escrow closing fees.~~

65 ~~If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to  
66 Seller not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide  
67 such written evidence not later than the date specified herein or by any extension date agreed to by the Parties,  
68 Seller shall have the option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller  
69 serving such Notice to terminate, Buyer provides written evidence of such loan approval, this Contract shall remain  
70 in full force and effect.~~

71 ~~Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan  
72 application and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall  
73 have the option to declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days  
74 thereafter or any extension thereof agreed to by the Parties in writing.~~

75 ~~A Party causing delay in the loan approval process shall not have the right to terminate under this  
76 subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as  
77 otherwise agreed, then this Contract shall continue in full force and effect without any loan contingencies.~~

78 ~~Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of  
79 Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this subparagraph  
80 if Buyer obtains a loan approval in accordance with the terms of this subparagraph even though the loan is  
81 conditioned on the sale and/or closing of Buyer's existing real estate.~~

82 ~~If Buyer is seeking FHA, VA, or USDA financing, required amendments and disclosures shall be attached to this  
83 Contract. If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.~~

84 bb \_\_\_\_\_ b) **CASH TRANSACTION WITH NO MORTGAGE:** [ALL CASH] If this selection is made, Buyer will pay  
85 at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer,  
86 that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above  
87 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to  
88 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds

Buyer Initial bb Buyer Initial \_\_\_\_\_

Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_

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v7.0



89 to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this  
90 Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from  
91 satisfying the Balance Due at Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall  
92 share the title company escrow closing fee equally. **Unless otherwise provided in Paragraph 30, this Contract shall**  
93 **not be contingent upon the sale and/or closing of Buyer's existing real estate.**

94 ~~\_\_\_\_\_ c) CASH TRANSACTION, MORTGAGE ALLOWED: If this selection is made, Buyer will pay at closing,~~  
95 ~~in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer~~  
96 ~~has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above~~  
97 ~~representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to~~  
98 ~~Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds~~  
99 ~~to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that~~  
100 ~~Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real~~  
101 ~~Estate to satisfy Buyer's obligations to pay the Balance Due at Closing. Such cooperation shall include the performance~~  
102 ~~in a timely manner of all of Seller's pre-closing obligations under this Contract. This Contract shall NOT be contingent~~  
103 ~~upon Buyer obtaining financing. Buyer understands and agrees that, so long as Seller has fully complied with Seller's~~  
104 ~~obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that~~  
105 ~~prevents Buyer from satisfying the Balance Due at Closing shall constitute a material breach of this Contract by Buyer.~~  
106 ~~Buyer shall pay the title company escrow closing fee if Buyer obtains a mortgage, provided however, if Buyer elects~~  
107 ~~to close without a mortgage loan, the Parties shall share the title company escrow closing fee equally. Unless otherwise~~  
108 ~~provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing~~  
109 ~~real estate.~~

110 **8. STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer:  
111 ~~[CHECK ONE]  has  has not received a completed Illinois Residential Real Property Disclosure;~~  
112 ~~[CHECK ONE]  has  has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home;"~~  
113 ~~[CHECK ONE]  has  has not received a Lead-Based Paint Disclosure;~~  
114 ~~[CHECK ONE]  has  has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions;"~~  
115 ~~[CHECK ONE]  has  has not received the Disclosure of Information on Radon Hazards.~~

116 **9. PRORATIONS:** The requirements contained in this paragraph shall survive the Closing. Prorable items shall  
117 be prorated to and including the Date of Closing and shall include without limitation, general real estate taxes,  
118 rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing  
119 only; utilities, water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and  
120 Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium  
121 Association(s) are not a prorable item.

122 a) The general real estate taxes shall be prorated to and including the date of Closing based on 100 % of  
123 the most recent ascertainable full year tax bill.\* All general real estate tax prorations shall be final as of Closing,  
124 except as provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a  
125 homeowner, senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller  
126 has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental  
127 entity, before or after Closing, to preserve said exemption(s). **The proration shall not include exemptions to**  
128 **which the Seller is not lawfully entitled.** \*Unless otherwise exempt.

129 ~~b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s)~~  
130 ~~fees are \$ N/A per N/A (and, if applicable, Master/Umbrella Association fees are~~  
131 ~~\$ N/A per N/A ). Seller agrees to pay prior to or at Closing the remaining balance of any~~  
132 ~~special assessments by the Association(s) confirmed prior to Date of Acceptance.~~

Buyer Initial bb Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_  
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133 c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be  
134 proratable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.

135 ~~10. ATTORNEY REVIEW: Within five (5) Business Days after Date of Acceptance, the attorneys for the respective~~  
136 ~~Parties, by Notice, may:~~

- 137 ~~a) Approve this Contract, or~~
- 138 ~~b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or~~
- 139 ~~c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively~~  
140 ~~deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the~~  
141 ~~proposal is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written~~  
142 ~~agreement has not been reached by the Parties with respect to resolution of all proposed modifications, either~~  
143 ~~Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed~~  
144 ~~terminated; or~~
- 145 ~~d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer.~~  
146 ~~Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to~~  
147 ~~subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not~~  
148 ~~agreed upon, neither Buyer nor Seller may declare this contract null and void, and this contract shall remain~~  
149 ~~in full force and effect.~~

150 ~~If Notice of disapproval or proposed modifications is not served within the time specified herein, the~~  
151 ~~provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force~~  
152 ~~and effect. If Notice of termination is given, said termination shall be absolute and the Contract rendered null~~  
153 ~~and void upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit~~  
154 ~~unilateral reinstatement by withdrawal of any proposal(s).~~

155 ~~11. WAIVER OF PROFESSIONAL INSPECTIONS: [INITIAL IF APPLICABLE] \_\_\_\_\_ Buyer acknowledges~~  
156 ~~the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such inspections of~~  
157 ~~the Real Estate, and further agrees that the provisions of Paragraph 12 shall not apply.~~

158 ~~12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES: [NOT APPLICABLE IF PARAGRAPH 11 IS INITIALED]~~  
159 ~~Buyer may conduct at Buyer's expense (unless payment for such expense is otherwise required by governmental~~  
160 ~~regulation) any or all of the following inspections of the Real Estate by one or more licensed or certified inspection~~  
161 ~~services: home, radon, environmental, lead-based paint, lead-based paint hazards or wood-destroying insect~~  
162 ~~infestation, or any other inspections desired by Buyer in the exercise of reasonable due diligence. Seller agrees to~~  
163 ~~make all areas of the Real Estate accessible for inspection(s) upon reasonable notice and to have all utilities turned~~  
164 ~~on during the time of such inspections. Buyer shall indemnify Seller and hold Seller harmless from and against~~  
165 ~~any loss or damage caused by any acts of Buyer or any person performing any inspection on behalf of Buyer.~~

- 166 ~~a) The request for repairs shall cover only the major components of the Real Estate, limited to central heating~~  
167 ~~and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings,~~  
168 ~~floors, appliances and foundation. A major component shall be deemed to be in operating condition, and~~  
169 ~~therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health~~  
170 ~~or safety, and performs the function for which it is intended, regardless of age or if it is near or at the end of its~~  
171 ~~useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic~~  
172 ~~nature, no matter the cost to remedy same, do not constitute defects, are not a part of this contingency and shall~~  
173 ~~not be a basis for the Buyer to cancel this Contract. A request by Buyer for credits or repairs in violation of~~  
174 ~~the terms of this subparagraph shall allow Seller to declare this Contract terminated and direct the return~~  
175 ~~of Buyer's Earnest Money. If radon mitigation is performed, Seller shall pay for any retest.~~

Buyer Initial BB Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_  
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~~b) Buyer shall serve Notice upon Seller or Seller's attorney of any major component defects disclosed by any inspection for which Buyer requests resolution by Seller within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-based paint hazard inspection) after Date of Acceptance. Buyer shall not send any portion of the inspection report with the Notice provided under this subparagraph unless such inspection report, or any part thereof, is specifically requested in writing by Seller or Seller's attorney. If after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by the Parties with respect to resolution of all inspection issues, either Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be immediately deemed terminated.~~  
~~e) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within five (5) Business Days after Date of Acceptance, this Contract shall be null and void. Said Notice shall not include any portion of the inspection reports unless requested by Seller.~~  
~~d) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain in full force and effect.~~

~~13. HOMEOWNER INSURANCE: This Contract is contingent upon Buyer obtaining evidence of insurability for an Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business Days after Date of Acceptance. If Buyer is unable to obtain evidence of insurability and serves Notice with proof of same to Seller within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.~~

14. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect. Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

~~15. CONDOMINIUM/Common Interest Associations: [If Applicable] The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms, and shall apply to property subject to the Illinois Condominium Property Act and the Common Interest Community Association Act or other applicable state association law ("Governing Law").~~

~~a) Title when conveyed shall be good and merchantable, subject to terms and provisions of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all amendments; public and utility easements including any easements established by or implied from the Declaration/CCRs or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Governing Law; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.~~  
~~b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to Date of Acceptance.~~  
~~c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement relative to payment thereof. Absent such agreement either Party may declare the Contract null and void.~~  
~~d) Seller shall, within ten (10) Business Days from Date of Acceptance, apply for those items of disclosure upon sale as described in the Governing Law, and provide same in a timely manner, but no later than the time period provided for by law. This Contract is subject to the condition that Seller be able to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the~~

Buyer Initial bb Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_  
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220 ~~Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or~~  
221 ~~additional documentation, Buyer agrees to comply with same.~~

222 ~~e) In the event the documents and information provided by Seller to Buyer disclose that the existing~~  
223 ~~improvements are in violation of existing rules, regulations or other restrictions or that the terms and~~  
224 ~~conditions contained within the documents would unreasonably restrict Buyer's use of the Real Estate or~~  
225 ~~would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then~~  
226 ~~Buyer may declare this Contract null and void by giving Notice to Seller within five (5) Business Days after the~~  
227 ~~receipt of the documents and information required by this paragraph, listing those deficiencies which are~~  
228 ~~unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived~~  
229 ~~this contingency, and this Contract shall remain in full force and effect.~~

230 ~~f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.~~

231 **16. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and  
232 merchantable title to the Real Estate by recordable <sup>Special</sup> Warranty Deed, with release of homestead rights, (or the  
233 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless  
234 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to:  
235 covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not  
236 interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable  
237 at the time of Closing.

238 ~~**17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**~~

239 ~~a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-~~  
240 ~~closing inspection or disclosure requirement, municipal Transfer Tax or other similar ordinances. Cost of~~  
241 ~~transfer taxes, inspection fees, and any repairs required by an inspection pursuant to municipal ordinance shall~~  
242 ~~be paid by the Party designated in such ordinance unless otherwise agreed to by the Parties.~~

243 ~~b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal~~  
244 ~~Revenue Code, the Foreign Investment in Real Property Tax Act (FIRPTA), and the Real Estate Settlement~~  
245 ~~Procedures Act of 1974, as amended.~~

246 **18. TITLE:** At <sup>Buyer's</sup> Seller's expense, <sup>Buyer</sup> Seller will <sup>order and secure, at Buyer's expense,</sup> deliver or cause to be delivered to Buyer or Buyer's attorney within  
247 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title  
248 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a  
249 title company licensed to operate in the State of Illinois, issued on or subsequent to Date of Acceptance, subject  
250 only to items listed in Paragraph 16 and shall cause a title policy to be issued with an effective date as of Closing.  
251 The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment  
252 for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein  
253 shown, subject only to the exceptions therein stated. **If the title commitment discloses any unpermitted**  
254 **exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to**  
255 **Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title**  
256 **insurer commit to either insure against loss or damage that may result from such exceptions or survey matters**  
257 **or insure against any court-ordered removal of the encroachments.** If Seller fails to have such exceptions waived  
258 or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase  
259 Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish to Buyer at Closing an Affidavit  
260 of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA  
261 Insurance Policy.

262 **19. PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a  
263 condominium, Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms

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264 to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to  
265 the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the  
266 laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way,  
267 easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at  
268 all accessible corners of the land. **All such corners shall also be visibly staked or flagged.** The Plat of Survey shall  
269 include the following statement placed near the professional land surveyor's seal and signature: "This professional  
270 service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as  
271 defined, is not a boundary survey and is not acceptable.

272 **20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the Real  
273 Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by  
274 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of  
275 Earnest Money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the  
276 condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds  
277 Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace  
278 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall  
279 be applicable to this Contract, except as modified by this paragraph.

~~280 **21. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean condition.  
281 All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at  
282 Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate, fixtures and  
283 included Personal Property prior to Possession to verify that the Real Estate, improvements and included Personal  
284 Property are in substantially the same condition as of Date of Acceptance, normal wear and tear excepted.~~

285 **22. SELLER REPRESENTATIONS:** Seller's representations contained in this paragraph shall survive the Closing.  
286 Seller represents that with respect to the Real Estate, Seller has no knowledge of, nor has Seller received any written  
287 notice from any association or governmental entity regarding:

- 288 a) zoning, building, fire or health code violations that have not been corrected;
- 289 b) any pending rezoning;
- 290 c) boundary line disputes;
- 291 d) any pending condemnation or Eminent Domain proceeding;
- 292 e) easements or claims of easements not shown on the public records;
- 293 f) any hazardous waste on the Real Estate;
- 294 g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
- 295 h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

296 Seller further represents that:

297 [INITIALS] \_\_\_\_\_ There [CHECK ONE]  are  are not improvements to the Real Estate which are not  
298 included in full in the determination of the most recent tax assessment.

299 [INITIALS] \_\_\_\_\_ There [CHECK ONE]  are  are not improvements to the Real Estate which are eligible  
300 for the home improvement tax exemption.

301 [INITIALS] \_\_\_\_\_ There [CHECK ONE]  is  is not an unconfirmed pending special assessment affecting  
302 the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

303 [INITIALS] \_\_\_\_\_ The Real Estate [CHECK ONE]  is  is not located within a Special Assessment Area or  
304 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.  
305 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of  
306 matters that require modification of the representations previously made in this Paragraph 22, Seller shall

Buyer Initial Bb Buyer Initial \_\_\_\_\_

Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_

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307 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may  
308 terminate this Contract by Notice to Seller and this Contract shall be null and void.

~~309 **23. REAL ESTATE TAX ESCROW:** In the event the Real Estate is improved, but has not been previously taxed for  
310 the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in  
311 escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at  
312 Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes shall  
313 be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after proration  
314 shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's obligation  
315 after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon  
316 demand.~~

317 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays.  
318 Business Hours are defined as 8 a.m. to 6 p.m. Chicago time. In the event the Closing or Loan Contingency Date  
319 described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

320 **25. ELECTRONIC OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of  
321 executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following  
322 methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile  
323 signature may be produced by scanning an original, hand-signed document and transmitting same by electronic  
324 means. An acceptable digital signature may be produced by use of a qualified, established electronic security  
325 procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an  
326 established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format")  
327 document incorporating the digital signature and sending same by electronic mail.

328 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if this  
329 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money  
330 refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of  
331 competent jurisdiction."

332 In the event either Party has declared the Contract null and void or the transaction has failed to close as provided  
333 for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the  
334 Escrowee may elect to proceed as follows:

- 335 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days  
336 prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends  
337 to disburse in the absence of any written objection. If no written objection is received by the date indicated in  
338 the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties.  
339 **If any Party objects in writing** to the intended disbursement of Earnest Money then Earnest Money shall be  
340 held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.
- 341 b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after  
342 resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited  
343 with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney's fees  
344 incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee  
345 for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional  
346 costs and fees incurred in filing the Interpleader action.

347 **27. NOTICE:** Except as provided in Paragraph 30 c) 2) regarding the manner of service for "kick-out" Notices, all  
348 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to  
349 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- 350 a) By personal delivery; or

Buyer Initial bb Buyer Initial \_\_\_\_\_

Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_

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- 351 b) By mailing to the addresses recited herein on Page 13 by regular mail and by certified mail, return receipt  
 352 requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or  
 353 c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the  
 354 Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during  
 355 non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or  
 356 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's  
 357 attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail  
 358 transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date  
 359 and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out  
 360 of future e-mail Notice by any form of Notice provided by this Contract; or  
 361 e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day  
 362 following deposit with the overnight delivery company.  
 363 f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's  
 364 Designated Agent in any of the manners provided above.  
 365 g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide  
 366 such courtesy copies shall not render Notice invalid.

367 **28. PERFORMANCE: Time is of the essence of this Contract.** In any action with respect to this Contract, the Parties  
 368 are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to collect  
 369 reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

370 **THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY THE PARTIES.**

371 ~~(INITIALS) \_\_\_\_\_ **29. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously~~  
 372 ~~consented to \_\_\_\_\_ [LICENSEE] acting as a Dual Agent in providing brokerage services on~~  
 373 ~~their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in~~  
 374 ~~this Contract.~~

375 ~~\_\_\_\_\_ **30. SALE OF BUYER'S REAL ESTATE:**~~

376 ~~a) **REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:~~

377 ~~1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:~~

378 \_\_\_\_\_  
 379 Address City State Zip

380 ~~2) Buyer [CHECK ONE]  has  has not entered into a contract to sell Buyer's real estate.~~

381 ~~If Buyer has entered into a contract to sell Buyer's real estate, that contract:~~

382 ~~a) [CHECK ONE]  is  is not subject to a mortgage contingency.~~

383 ~~b) [CHECK ONE]  is  is not subject to a real estate sale contingency.~~

384 ~~e) [CHECK ONE]  is  is not subject to a real estate closing contingency.~~

385 ~~3) Buyer [CHECK ONE]  has  has not publicly listed Buyer's real estate for sale with a licensed real estate broker~~  
 386 ~~and in a local multiple listing service.~~

387 ~~4) If Buyer's real estate is not publicly listed for sale with a licensed real estate broker and in a local multiple~~  
 388 ~~listing service, Buyer [CHECK ONE]:~~

389 ~~a)  Shall publicly list real estate for sale with a licensed real estate broker who will place it in a local~~  
 390 ~~multiple listing service within five (5) Business Days after Date of Acceptance.~~

391 ~~{FOR INFORMATION ONLY} Broker: \_\_\_\_\_~~

392 ~~Broker's Address: \_\_\_\_\_ Phone: \_\_\_\_\_~~

393 ~~b)  Does not intend to list said real estate for sale.~~

Buyer Initial hb Buyer Initial \_\_\_\_\_

Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_

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394 ~~b) **CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:**~~  
395 ~~1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is~~  
396 ~~in full force and effect as of \_\_\_\_\_, 20 \_\_\_\_\_. Such contract should provide for a closing date not~~  
397 ~~later than the Closing Date set forth in this Contract. If Notice is served on or before the date set forth in this~~  
398 ~~subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall~~  
399 ~~be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not~~  
400 ~~served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed~~  
401 ~~to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force~~  
402 ~~and effect. (If this paragraph is used, then the following paragraph must be completed.)~~  
403 ~~2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 30 b)~~  
404 ~~1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate~~  
405 ~~prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real~~  
406 ~~estate on or before \_\_\_\_\_, 20 \_\_\_\_\_. If Notice that Buyer has not closed the sale of Buyer's real~~  
407 ~~estate is served before the close of business on the next Business Day after the date set forth in the preceding~~  
408 ~~sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence,~~  
409 ~~Buyer shall have deemed to have waived all contingencies contained in this Paragraph 30, and this Contract~~  
410 ~~shall remain in full force and effect.~~  
411 ~~3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph~~  
412 ~~30 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 30 b) 1)), Buyer shall, within three~~  
413 ~~(3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part of said Notice,~~  
414 ~~waives all contingencies in Paragraph 30 and complies with Paragraph 30 d), this Contract shall be null and~~  
415 ~~void as of the date of Notice. If Notice as required by this subparagraph is not served within the time~~  
416 ~~specified, Buyer shall be in default under the terms of this Contract.~~  
417 ~~e) **SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency,~~  
418 ~~Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:~~  
419 ~~1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph~~  
420 ~~30 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have \_\_\_\_ hours after Seller~~  
421 ~~gives such Notice to waive the contingencies set forth in Paragraph 30 b), subject to Paragraph 30 d).~~  
422 ~~2) Seller's Notice to Buyer (commonly referred to as a "kick out" Notice) shall be in writing and shall be served~~  
423 ~~on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "kick out" Notice should~~  
424 ~~be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies~~  
425 ~~shall not render Notice invalid. Notice to any one of a multiple person Buyer shall be sufficient Notice to all~~  
426 ~~Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:~~  
427 ~~a) By personal delivery effective at the time and date of personal delivery; or~~  
428 ~~b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be~~  
429 ~~effective at 10 a.m. on the morning of the second day following deposit of Notice in the U.S. Mail; or~~  
430 ~~c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4 p.m. Chicago~~  
431 ~~time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.~~  
432 ~~3) If Buyer complies with the provisions of Paragraph 30 d) then this Contract shall remain in full force and effect.~~  
433 ~~4) If the contingencies set forth in Paragraph 30 b) are NOT waived in writing within said time period by Buyer,~~  
434 ~~this Contract shall be null and void.~~  
435 ~~5) Except as provided in Paragraph 30 c) 2) above, all Notices shall be made in the manner provided by Paragraph~~  
436 ~~27 of this Contract.~~  
437 ~~6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.~~

Buyer Initial bb Buyer Initial \_\_\_\_\_

Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_

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438 ~~d) **WAIVER OF PARAGRAPH 30 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in~~  
439 ~~Paragraph 30 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest~~  
440 ~~money in the amount of \$ \_\_\_\_\_ in the form of a cashier's or certified check within the time specified.~~  
441 ~~If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed~~  
442 ~~ineffective and this Contract shall be null and void.~~

443 ~~e) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations~~  
444 ~~contained in Paragraph 30 at any time, and Buyer agrees to cooperate in providing relevant information.~~

445 ~~\_\_\_\_\_ **31. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered~~  
446 ~~into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before~~  
447 ~~\_\_\_\_\_, 20\_\_\_\_. In the event the prior contract is not cancelled within the time specified, this Contract~~  
448 ~~shall be null and void. If prior contract is subject to Paragraph 30 contingencies, Seller's notice to the purchaser~~  
449 ~~under the prior contract should not be served until after Attorney Review and Professional Inspections provisions~~  
450 ~~of this Contract have expired, been satisfied or waived.~~

451 ~~\_\_\_\_\_ **32. HOME WARRANTY:** Seller shall provide at no expense to Buyer a Home Warranty at a cost of~~  
452 ~~\$ \_\_\_\_\_. Evidence of a fully pre-paid policy shall be delivered at Closing.~~

453 ~~\_\_\_\_\_ **33. WELL OR SANITARY SYSTEM INSPECTIONS:** Seller shall obtain at Seller's expense a well~~  
454 ~~water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and~~  
455 ~~nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health~~  
456 ~~Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating~~  
457 ~~that the well and water supply and the private sanitary system are in operating condition with no defects noted. Seller~~  
458 ~~shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of~~  
459 ~~remediating a defect or deficiency and the cost of landscaping together exceed \$2,000, and if the Parties cannot reach~~  
460 ~~agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional~~  
461 ~~testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional~~  
462 ~~testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for~~  
463 ~~necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a~~  
464 ~~copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.~~

465 ~~\_\_\_\_\_ **34. WOOD DESTROYING INFESTATION:** Notwithstanding the provisions of Paragraph 12, within~~  
466 ~~ten (10) Business Days after Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated~~  
467 ~~not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the appropriate state~~  
468 ~~regulatory authority in the subcategory of termites, stating that there is no visible evidence of active infestation by~~  
469 ~~termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the report discloses~~  
470 ~~evidence of active infestation or structural damage, Buyer has the option within five (5) Business Days of receipt of the~~  
471 ~~report to proceed with the purchase or to declare this Contract null and void.~~

472 ~~\_\_\_\_\_ **35. POSSESSION AFTER CLOSING:** Possession shall be delivered no later than 11:59 p.m. on the~~  
473 ~~date that is  \_\_\_\_\_ days after the date of Closing or  \_\_\_\_\_, 20\_\_\_\_ ("the Possession Date").~~  
474 ~~Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until~~  
475 ~~delivery of possession. Seller shall deposit in escrow at Closing with an escrowee as agreed, the sum of \$ \_\_\_\_\_~~  
476 ~~(if left blank, two percent (2%) of the Purchase Price) and disbursed as follows:~~

- 477 ~~a) The sum of \$ \_\_\_\_\_ per day for use and occupancy from and including the day after Closing to~~  
478 ~~and including the day of delivery of Possession if on or before the Possession Date;~~  
479 ~~b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after~~  
480 ~~the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and~~

Buyer Initial bb Buyer Initial \_\_\_\_\_  
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Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_

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481 e) ~~The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have~~  
482 ~~been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow~~  
483 ~~deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.~~

484 bb **36. "AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate in its "As Is"  
485 condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect  
486 to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those known  
487 defects, if any, disclosed by Seller. Buyer may conduct at Buyer's expense such inspections as Buyer desires. In that  
488 event, Seller shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller  
489 and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person  
490 performing any inspection. **In the event the inspection reveals that the condition of the Real Estate is unacceptable**  
491 **to Buyer and Buyer so notifies Seller within five (5) Business Days after Date of Acceptance, this Contract shall be**  
492 **null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and Buyer shall not be obligated**  
493 **to send the inspection report to Seller absent Seller's written request for same. Failure of Buyer to notify Seller or**  
494 **to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and**  
495 **this Contract shall remain in full force and effect.** Buyer acknowledges that the provisions of Paragraph 12 and the  
496 warranty provisions of Paragraph 3 do not apply to this Contract. Nothing in this paragraph shall prohibit the exercise  
497 of rights by Buyer in Paragraph 33, if applicable.

498 ~~\_\_\_\_\_ **37. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real~~  
499 ~~Estate by \_\_\_\_\_ Buyer's Specified Party, within five (5) Business Days after Date~~  
500 ~~of Acceptance. In the event Buyer's Specified Party does not approve of the Real Estate and Notice is given to Seller~~  
501 ~~within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, this~~  
502 ~~provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.~~

503 bb **38. ATTACHMENTS:** The following attachments, if any, are hereby incorporated into this Contract  
504 **[IDENTIFY BY TITLE]:** RIDER TO REAL ESTATE CONTRACT FOR THE SALE OF 1417 DEAN STREET,  
505 ST. CHARLES, ILLINOIS 60174.

506 \_\_\_\_\_ **39. MISCELLANEOUS PROVISIONS:** Buyer's and Seller's obligations are contingent upon the  
507 Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and with  
508 such additional terms as either Party may deem necessary, providing for one or more of the following **[CHECK APPLICABLE BOXES]:**

- |   |  |  |
|---|--|--|
| 509 <input type="checkbox"/> Articles of Agreement for Deed | <input type="checkbox"/> Assumption of Seller's Mortgage | <input type="checkbox"/> Commercial/Investment |
| 510 or Purchase Money Mortgage                              | <input type="checkbox"/> Cooperative Apartment           | <input type="checkbox"/> New Construction      |
| 511 <input type="checkbox"/> Short Sale                     | <input type="checkbox"/> Tax-Deferred Exchange           | <input type="checkbox"/> Vacant Land           |
| 512 <input type="checkbox"/> Multi-Unit (4 Units or fewer)  | <input type="checkbox"/> Interest Bearing Account        | <input type="checkbox"/> Lease Purchase        |

Buyer Initial bb Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_  
Address: 1417 Dean Street, St. Charles, Illinois 60174 \_\_\_\_\_ v7.0



513 THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT TO THE  
514 COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.

515 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

516 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL MULTI-  
517 BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0.

518 6/4/2024  
519 Date of Offer DATE OF ACCEPTANCE  
520 Barbara Beckman, Executive Director  
521 Buyer Signature Seller Signature  
522  
523 Buyer Signature Seller Signature  
524 Habitat for Humanity of Northern Fox Valley City of St. Charles, an Illinois Municipal Corporation  
525 Print Buyer(s) Name(s) [REQUIRED] Print Seller(s) Name(s) [REQUIRED]  
526 56 S Grove Avenue 2 E. Main St.  
527 Address [REQUIRED] Address [REQUIRED]  
528 Elgin, IL 60120 St. Charles, IL 60174  
529 City, State, Zip [REQUIRED] City, State, Zip [REQUIRED]  
530 847-836-1432 barb.beckman@ 630-377-4400  
531 Phone E-mail habitatnfv.org Phone E-mail

532 **FOR INFORMATION ONLY**

533 N/A N/A  
534 Buyer's Brokerage MLS # State License # Seller's Brokerage MLS # State License #  
535 N/A N/A  
536 Address City Zip Address City Zip  
537 N/A N/A  
538 Buyer's Designated Agent MLS # State License # Seller's Designated Agent MLS # State License #  
539 N/A N/A  
540 Phone Fax Phone Fax  
541 N/A N/A  
542 E-mail E-mail  
543 Helmut Gerlach helmutgerlach@ Nicholas S. Peppers npeppers@srd-law.com  
544 Buyer's Attorney E-mail sbeglobal.net Seller's Attorney E-mail  
545 9501 W. Devon Ave, Ste 800 Rosemont IL 60018  
546 Address City State Zip Address City State Zip  
547 847-318-9500  
548 Phone Fax Phone Fax  
549 N/A N/A  
550 Mortgage Company Phone Homeowner's/Condo Association (if any) Phone  
551 N/A N/A  
552 Loan Officer Phone/Fax Management Co./Other Contact Phone  
553 N/A N/A  
554 Loan Officer E-mail Management Co./Other Contact E-mail

555 **Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.**  
556 **Seller rejection:** This offer was presented to Seller on \_\_\_\_\_, 20 \_\_\_\_ at \_\_\_\_:\_\_\_\_ a.m./p.m. and rejected on \_\_\_\_\_  
557 \_\_\_\_\_, 20 \_\_\_\_ at \_\_\_\_:\_\_\_\_ a.m./p.m. \_\_\_\_\_ [SELLER INITIALS]

558 © 2018 Illinois Real Estate Lawyers Association. All rights reserved. **Unauthorized duplication or alteration of this form or any portion thereof is prohibited.** Official form available at [www.irela.org](http://www.irela.org)  
559 (website of Illinois Real Estate Lawyers Association). Approved by the following organizations, December 2018: Belvidere Board of REALTORS® · Chicago Association of REALTORS® · Chicago Bar  
560 Association · DuPage County Bar Association · Heartland REALTOR® Organization · Grundy County Bar Association · Hometown Association of REALTORS® · Illinois Real Estate Lawyers Association ·  
561 Illini Valley Association of REALTORS® · Kane County Bar Association · Kankakee-Iroquois-Ford County Association of REALTORS® · Mainstreet Organization of REALTORS® · McHenry County Bar  
562 Association · North Shore-Barrington Association of REALTORS® · North Suburban Bar Association · Northwest Suburban Bar Association · Oak Park Area Association of REALTORS® · REALTOR®  
563 Association of the Fox Valley, Inc. · Three Rivers Association of REALTORS® · Will County Bar Association ·



RIDER TO REAL ESTATE CONTRACT FOR THE SALE OF 1417 DEAN STREET, ST. CHARLES, ILLINOIS 60174

<sup>4<sup>th</sup></sup> This rider ("Rider") to the above-referenced real estate contract is made and entered into this day of June, 2024, by and between the City of St. Charles, Illinois, an Illinois municipal corporation, (hereinafter referred to as the "Seller") and Habitat for Humanity of Northern Fox Valley, a 501(c)(3) not-for-profit organization (hereinafter referred to as the "Buyer").

WITNESSETH:

WHEREAS, the Seller is currently the owner of the property commonly known as 1417 Dean Street, St. Charles, Illinois 60174, as well as adjacent City right-of-way vacated under City Ordinance No. 2024-M\_\_\_\_, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as the "Subject Property"); and,

WHEREAS, concurrently with the entry into this Rider the Seller and Buyer are entering into a Real Estate Contract ("Real Estate Contract") providing for the sale of the Subject Property from the Seller to the Buyer (this Rider, along with such Real Estate Contract, is hereinafter referred to as the "Subject Contract"); and,

WHEREAS, the parties wish to set forth further agreements between them regarding the sale of the Subject Property to the Subject Contract and incorporate this Rider into the Subject Contract.

NOW, THEREFORE, for and in consideration of the mutual undertakings in the Subject Contract, the undertakings in this Rider, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Following the purchase of the Subject Property from the Seller, the Buyer agrees to construct a single-family home on the Subject Property in accordance with the terms, conditions and provisions of City of St. Charles Ordinance No. 2024 M-\_\_\_\_ dated \_\_\_\_\_. Said single-family home shall be sold to a homebuyer with a household income not to exceed 80% of the Area Median Income, and shall be conveyed from Seller to Buyer with a covenant reflecting the conditions in the Subject Contract.
2. The Buyer agrees that site development work and construction to occur on the Subject Property in conjunction with development of said single-family home shall comply with all applicable Federal, State, and City codes and requirements.
3. The Buyer agrees to submit all required plans and applications for building permit for construction of said single-family home to the City of St. Charles within six (6) months of conveyance of the Subject Property.
4. The Buyer agrees to begin construction on said single-family home in a timely manner upon issuance of a building permit by the City of St. Charles, as weather and site conditions permit.
5. In the event of a default with respect to one or more of the conditions above, and/or in the event the Buyer otherwise breaches the terms of the Subject Contract, which default has not been cured within thirty (30) days after receipt of written notice of such default, the Seller may file suit with the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois, for a determination that the conditions have been violated and/or the Buyer has so breached the Subject Contract, and may then pursue any and all available remedies at law, equity or

- otherwise including but not limited to providing a judgment and terminating the Buyer's rights in and to the Subject Property and require that conveyance back to the Seller of the Buyer's rights, title and/or interest in and to the Subject Property for the original price paid by the Buyer to the Seller, free and clear of all rights of the Buyer and any other person or entity.
6. The failure by a party to enforce any provisions of the Subject Contract against the other party shall not be deemed a waiver of the right to do so thereafter.
  7. The Subject Contract is and shall be deemed and construed to be a joint and collective work product of the Seller and the Buyer, and, as such, the Subject Contract shall not be construed against the other party, as the otherwise purported drafter of same, by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, in the terms and provisions contained herein.
  8. The Subject Contract shall be binding on the parties hereto and their respective successors and permitted assigns. The Subject Contract and the obligations herein may not be assigned without the express written consent of each of the parties hereto, which consent may be withheld at the sole discretion of either of the parties hereto.
  9. The Subject Contract is not intended and shall not be deemed or construed to create an employment, joint venture, partnership or other agency relations between the parties hereto.
  10. Buyer shall not encumber, sell, convey or otherwise transfer their interest in the Subject Property prior to Buyer having completed construction of said single-family home on the Subject Property and prior to the issuance of a Certificate of Occupancy by the City of St. Charles confirming the same.
  11. Venue for the resolution of any disputes or enforcement of any rights arising out of or in connection with the Subject Contract shall be in the Circuit Court of Kane County, Illinois. In no event shall the City be liable for monetary damage to the Buyer for any reason, including, but not limited to, compensatory, consequential or incidental damages or attorney's fees.
  12. The terms of the Subject Contract shall be severable. In the event that any of the terms or provisions of the Subject Contract are deemed to be void or otherwise unenforceable for any reason, the remainder of the Subject Contract shall remain in full force and effect.
  13. The Subject Contract shall not be modified or amended other than by written agreement of the parties hereto.
  14. This Rider is incorporated into and made part of the Subject Contract. In the event of any conflict between the terms of this Rider and the terms of the Real Estate Contract, the terms of this Rider shall control. All the obligations of the parties under this Rider to the Real Estate Contract shall be deemed remade as of the closing and shall survive the closing, and the remedies for breach thereof shall survive the closing and shall not be merged into the closing documents.

IN WITNESS WHEREOF, Seller and Buyer have entered into and executed this Rider as of the date and year first written above.

Seller:

City of St. Charles, Illinois



By: \_\_\_\_\_  
City Administrator

Attest:  
\_\_\_\_\_  
City Clerk

Buyer:  
Habitat for Humanity of Northern Fox Valley

By: Barbara Buchman


Its Executive Director

**EXHIBIT A**  
**"Vacated City Right-of-Way"**

THAT PART OF THE NORTH 15<sup>TH</sup> STREET RIGHT-OF-WAY, PER DEDICATION RECORDED APRIL 6, 1983 AS DOCUMENT 1634667, IN KANE COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF LOT 2 IN WILLIAM BALIS SUBDIVISION ACCORDING TO THE PLAT THEREOF, RECORDED SEPTEMBER 5, 1911 IN BOOK 20 OF PLATS, PAGE 21; THENCE SOUTH 66 DEGREES 05 MINUTES 41 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT 2, 69.10 FEET TO THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF NORTH 15<sup>TH</sup> STREET, PER SAID DEDICATION FOR A POINT OF BEGINNING; THENCE SOUTH 07 DEGREES 09 MINUTES 23 SECONDS WEST, 20.15 FEET; THENCE SOUTHERLY 65.00 FEET, ALONG A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 417.00 FEET, A CHORD THAT BEARS SOUTH 15 DEGREES 43 MINUTES 18 SECONDS WEST AND A CHORD OF 64.93 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 2, SAID POINT BEING 71.00 FEET WESTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTH 15<sup>TH</sup> STREET, AS MEASURED ALONG SAID SOUTHERLY LINE; THENCE NORTH 89 DEGREES 54 MINUTES 58 SECONDS WEST, ALONG SAID SOUTHERLY LINE, 16.45 FEET TO SAID EXISTING WESTERLY RIGHT-OF-WAY LINE; THENCE NORTH 23 DEGREES 54 MINUTES 19 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 90.21 FEET TO SAID POINT OF BEGINNING.



 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: *4g
	Title:	<b>Recommendation to Approve and Execute an Acceptance Resolution for Public Utility (Sanitary Sewer and Watermain) for Prairie Centre – 2060 Lincoln Hwy</b>	
Presenter:	<b>Simona Hawk</b>		
<b>Meeting:</b> Planning & Development Committee		<b>Date:</b> June 10, 2024	
<b>Proposed Cost:</b> \$	<b>Budgeted Amount:</b> \$	<b>Not Budgeted:</b> <input type="checkbox"/>	
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>Public sanitary sewer and watermain and appurtenances were constructed by the developer to service the improvements for the Mixed Use Building MUD1, 2060 Lincoln Hwy at Prairie Centre.</p> <p>Said utilities have undergone and passed all required standard testing.</p> <p>The City has performed inspections and all punchlist items have been resolved.</p> <p>Record Drawings have been submitted and approved. Easements have been granted.</p>			
<b>Attachments</b> (please list):			
Acceptance Resolution Bill of Sale Exhibit			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Staff recommends approval and execution of an acceptance resolution.			

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that 2060 Lincoln LLC ("Seller"), in consideration of One (\$1.00) Dollar and other good and valuable consideration, does hereby grant, sell, transfer and deliver unto the CITY OF ST. CHARLES, an Illinois municipal corporation in Kane County, Illinois, ("City") the following goods, chattels or other items of personal property, to wit:

ONE: Each and every part of a Water Systems and Sanitary Sewer Systems and appurtenances, as fully described in a certain set of plans and specifications attached hereto and incorporated herein as Exhibit "A".

TWO: The object of this Bill of Sale is to grant, sell, transfer and deliver to the CITY, with the exceptions noted, the ownership in all items of personalty, which comprise the Water Systems and Sanitary Sewer Systems and appurtenances by SELLER to date within the CITY.

SELLER does hereby covenant and warrant to the CITY that SELLER is the lawful owner of the aforescribed goods, chattels and personalty; that such items are free and clear from all encumbrances; that SELLER has the absolute right to sell the same as aforesaid; and that SELLER warrants and will defend the same against the claims and demands of all persons; and that the execution of this Bill of Sale is an authorized act of said SELLER.

IN WITNESS WHEREOF, SELLER has signed and sealed this Bill of Sale at \_\_\_\_\_, this 25<sup>th</sup> day of April, 2024.

(SELLER)

BY: \_\_\_\_\_



ATTEST:

Sally A. [Signature]



(Sanitary and Watermain)

**City of St. Charles  
Kane and DuPage Counties**

**ACCEPTANCE RESOLUTION**

**Subdivision Name: Prairie Centre – 2060 Lincoln Hwy**

**Whereas** 2060 Lincoln LLC, the Developer of Prairie Centre – 2060 Lincoln Hwy – Mixed Use Building MUD1, constructed public sanitary sewer and watermain and appurtenances in easements as described in the attached exhibits in the aforesaid Subdivision; and

**Whereas**, the Developer has constructed public sanitary sewer and watermain and appurtenances in accord with the plans and specifications, heretofore approved by the City of St. Charles; and

**Whereas**, the constructed public sanitary sewer and watermain and appurtenances have been inspected by the Engineer for the sub divider and by a representative for the City of St. Charles and are found to be satisfactory;

**Now, Therefore, Be It Resolved** by the City Council of St. Charles, that said Council hereby approves and accepts the constructed public sanitary sewer and watermain and appurtenances. It being understood that this acceptance and/or approval in no way relieves the Developer of his Surety of any obligation for maintenance for a period of one (1) year as provided for in said Contract.

**Passed** by the City Council of the City of St. Charles, this \_\_\_\_ day of \_\_\_\_\_, 2024, and **APPROVED** by the Mayor of said City of St. Charles, this \_\_\_ day of \_\_\_\_\_, 2024.

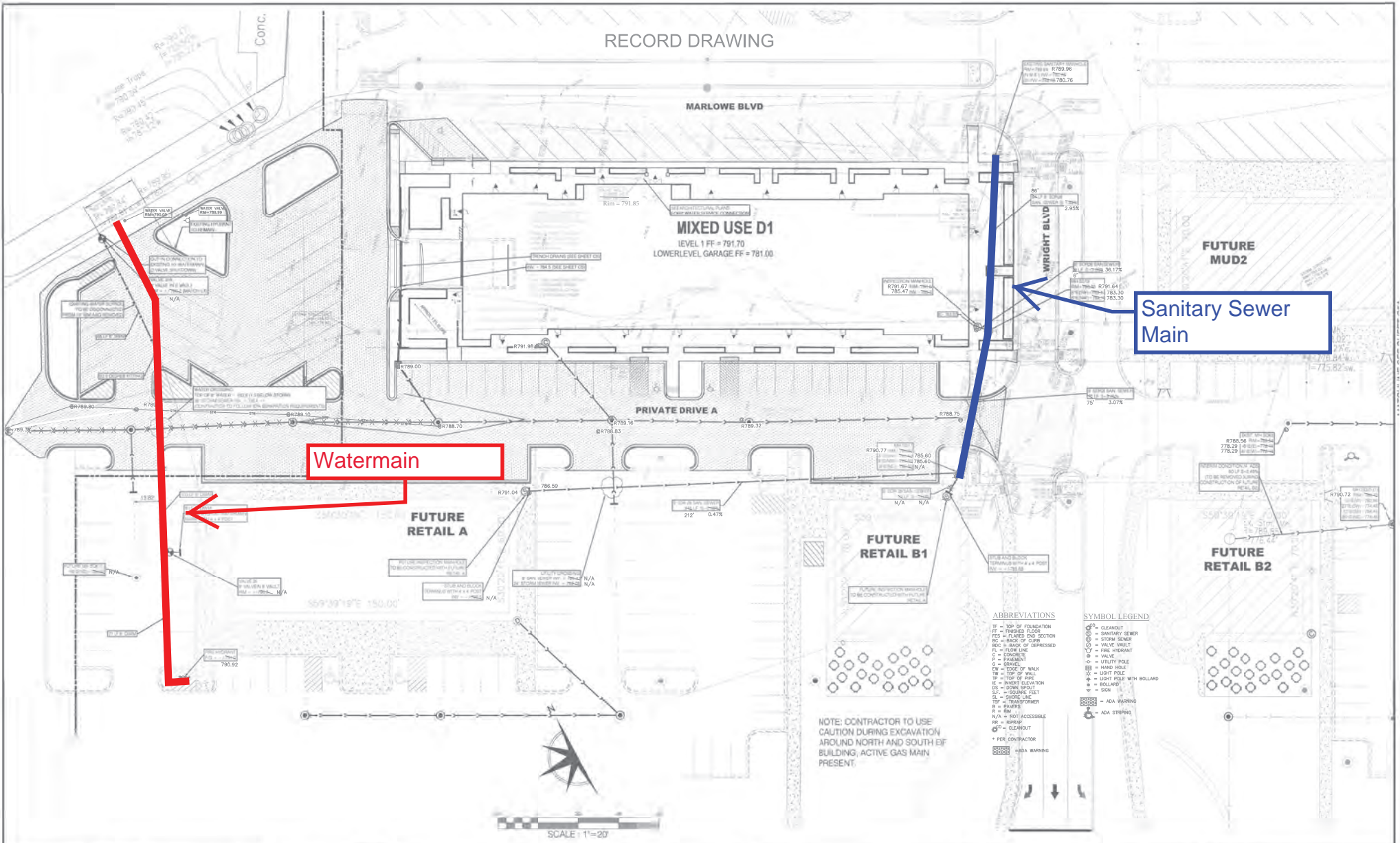
\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**EXHIBIT A**

RECORD DRAWING



**Watermain**

**Sanitary Sewer Main**

PREPARED BY:  
**SHODEEN, INC.**  
77 NORTH FIRST STREET  
GENEVA, IL 60134


PREPARED BY:  
**ESM CIVIL SOLUTIONS, LLC**  
Civil Engineering - Land Environment - Project Feasibility  
1316 Mason Drive - Suite 205 Joliet, IL 60438  
P: 815-950-0900 F: 815-950-0900

REVISIONS	
NO.	DATE
1	12-03-22 FIELD CHANGE TO R791.85 TO MATCH EXISTING WATERMAIN
2	12-07-22 ADDED EXISTING WATERMAIN BELOW FF
3	12-07-22 REVISED PER CITY SMALL DRAINAGE

**UTILITY PLAN**  
**PRAIRIE CENTRE - UNIT MUD1**

FILE NAME: C:\PROJECTS\2022\12-03-22\01 MUD1\13-07-2022\13-07-2022.dwg  
 DESIGN BY: FSA  
 JOB NO.:  
 PLOTTED BY: FSA  
 DATE: 12-07-2022  
 SCALE: 1"=20'  
 SHEET NO.: C6 of C12



 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: *4h
	Title:	<b>Recommendation to Approve and Execute an Acceptance Resolution for Public Utility (Sanitary Sewer and Watermain) for 7 S 2<sup>nd</sup> Ave</b>	
	Presenter:	<b>Simona Hawk</b>	
<b>Meeting:</b> Planning & Development Committee		<b>Date:</b> June 10, 2024	
<b>Proposed Cost:</b> \$		<b>Budgeted Amount:</b> \$	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>Public sanitary sewer and watermain and appurtenances were constructed by the developer to service the improvements for the Idle Hour Theater, 7 S 2<sup>nd</sup> Ave</p> <p>Said utilities have undergone and passed all required standard testing.</p> <p>The City has performed inspections and all punchlist items have been resolved.</p> <p>Record Drawings have been submitted and approved. All improvements are located within the right-of-way.</p>			
<b>Attachments</b> (please list):			
<p>Acceptance Resolution</p> <p>Bill of Sale</p> <p>Exhibit</p>			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Staff recommends approval and execution of an acceptance resolution.			

(Sanitary and Watermain)

**City of St. Charles  
Kane and DuPage Counties**

**ACCEPTANCE RESOLUTION**

**Subdivision Name:** 7 S 2<sup>nd</sup> Ave

**Whereas** Frontier Development, the Developer of 7 S 2<sup>nd</sup> Ave (Idle Hour Theater), constructed public sanitary sewer and watermain and appurtenances in easements as described in the attached exhibits in the aforesaid Subdivision; and

**Whereas**, the Developer has constructed public sanitary sewer and watermain and appurtenances in accord with the plans and specifications, heretofore approved by the City of St. Charles; and

**Whereas**, the constructed public sanitary sewer and watermain and appurtenances have been inspected by the Engineer for the sub divider and by a representative for the City of St. Charles and are found to be satisfactory;

**Now, Therefore, Be It Resolved** by the City Council of St. Charles, that said Council hereby approves and accepts the constructed public sanitary sewer and watermain and appurtenances. It being understood that this acceptance and/or approval in no way relieves the Developer of his Surety of any obligation for maintenance for a period of one (1) year as provided for in said Contract.

**Passed** by the City Council of the City of St. Charles, this \_\_\_\_ day of \_\_\_\_\_, 2024, and **APPROVED** by the Mayor of said City of St. Charles, this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that STC Idle Hour, LLC ("Seller"), in consideration of One (\$1.00) Dollar and other good and valuable consideration, does hereby grant, sell, transfer and deliver unto the CITY OF ST. CHARLES, an Illinois municipal corporation in Kane County, Illinois, ("City") the following goods, chattels or other items of personal property, to wit:

ONE: Each and every part of a Water Systems and Sanitary Sewer Systems and appurtenances, as fully described in a certain set of plans and specifications attached hereto and incorporated herein as Exhibit "A".

TWO: The object of this Bill of Sale is to grant, sell, transfer and deliver to the CITY, with the exceptions noted, the ownership in all items of personalty, which comprise the Water Systems and Sanitary Sewer Systems and appurtenances by SELLER to date within the CITY.

SELLER does hereby covenant and warrant to the CITY that SELLER is the lawful owner of the aforescribed goods, chattels and personalty; that such items are free and clear from all encumbrances; that SELLER has the absolute right to sell the same as aforesaid; and that SELLER warrants and will defend the same against the claims and demands of all persons; and that the execution of this Bill of Sale is an authorized act of said SELLER.

IN WITNESS WHEREOF, SELLER has signed and sealed this Bill of Sale at \_\_\_\_\_, this 10th day of May, 2024.

(SELLER)

BY: Conrad Hurst – Manager STC Idle Hour, LLC

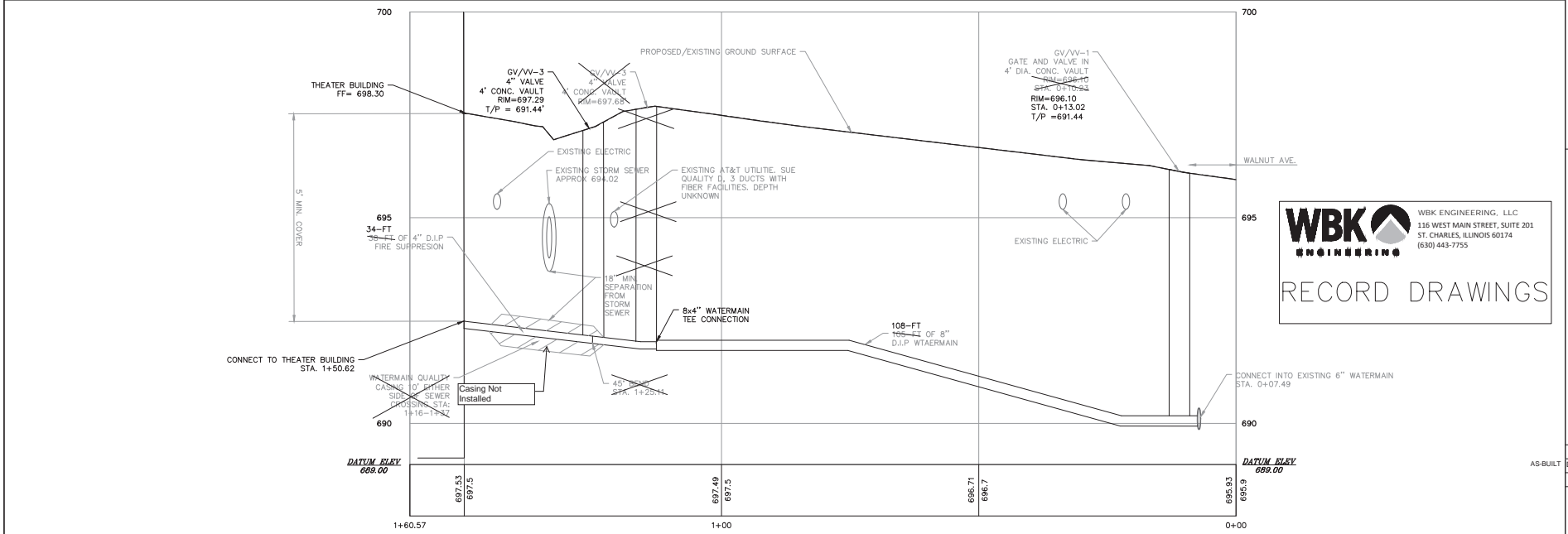
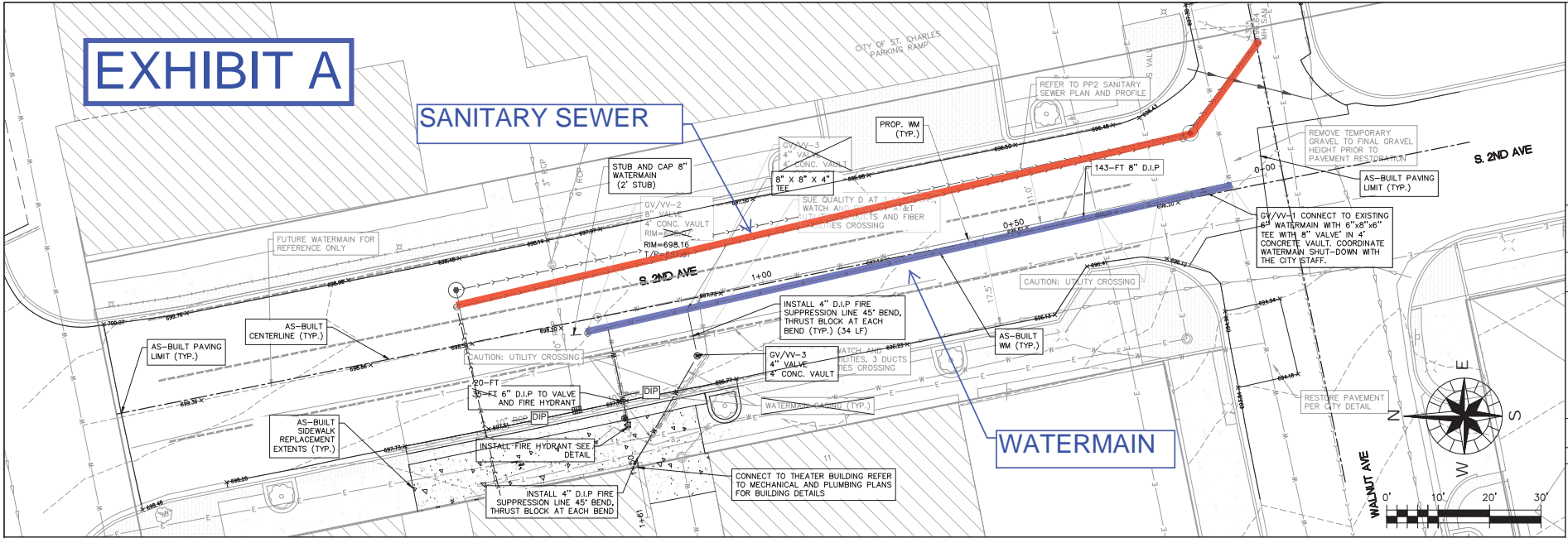
ATTEST:



# EXHIBIT A


## SANITARY SEWER

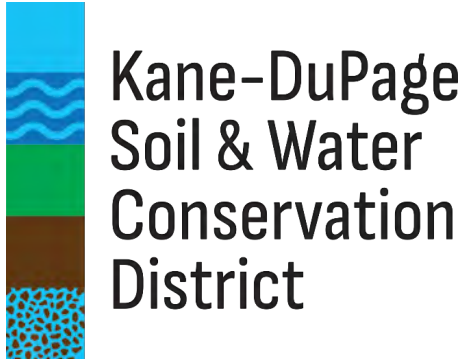
## WATERMAIN



TITLE: 7 S. 2ND AVE THEATER BUILDING PLAN AND PROFILES WATERMAIN	
DISN.	BTD.
DWN.	BTD.
CHKD.	JWC.
SCALE	AS NOTED
PP-210164.DWG	
NO. DATE NATURE OF REVISION	
T. ELWALA CITY OF SAINT CHARLES REVIEW	
CITY OF SAINT CHARLES REVIEW	
CLIENT: CONRAD HURST 1 E MAIN STREET ST. CHARLES, IL 60174	
WBK ENGINEERING, LLC 116 WEST MAIN STREET, SUITE 201 ST. CHARLES, ILLINOIS 60174 (630) 443-7755	
PROJECT NO. 210164	
DATE: 12/29/2022	
DRAWING NO. PP1	
SHEET:	
9 OF 14	

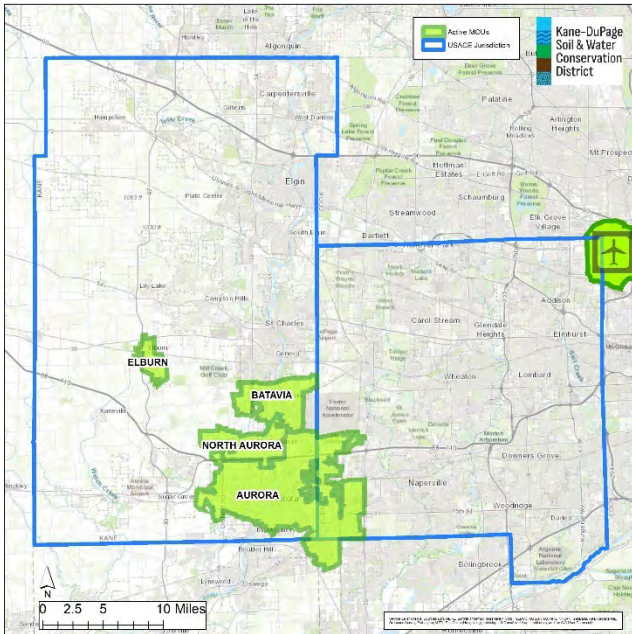


 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 4i
	Title:	<b>Recommendation to approve a Memorandum of Understanding with the Kane DuPage Soil &amp; Water Conservation District regarding Erosion Control Services</b>	
	Presenter:	<b>Russell Colby, Community Development Director</b>	
<b>Meeting:</b> Planning & Development Committee		<b>Date:</b> June 10, 2024	
<b>Proposed Cost:</b> N/A		<b>Budgeted Amount:</b> N/A	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>Staff is proposing to enter an agreement with the Kane DuPage Soil and Water Conservation District (SWCD) for development erosion control inspections.</p> <p>Kane DuPage SWCD, with offices located in St. Charles, is a non-regulatory local unit of government tasked with providing technical information to individuals and groups on methods of soil and water conservation.</p> <p>Currently, City staff monitors erosion control inspections of development sites on an as-needed basis, per the City's stormwater permit requirements.</p> <p>In addition to the City stormwater permit, most projects also require an EPA permit known as an "NPDES permit" (National Pollutant Discharge Elimination System). Kane-DuPage SWCD performs erosion control inspections for the EPA under the NPDES permit.</p> <p>As a result, both the City and Kane-DuPage SWCD are inspecting and monitoring similar items, and at times developers may receive notifications from both agencies regarding similar issues, which can cause confusion.</p> <p>Kane-DuPage SWCD provides a service to municipalities where, through a Memorandum of Understanding, they will oversee erosion control inspections services on behalf of the City, in a more regular and systematic process than municipalities are typically able to accomplish. Kane-DuPage SWCD has successfully provided this service to a number of municipalities for several years, including Batavia, Aurora, North Aurora and Elburn. Staff has received positive feedback on their services.</p> <p>The benefit for a developer is that they will be dealing with one inspector agency for inspection of erosion control. The benefit to the City is that we can be more consistent with requirements and better meet our own obligations for enforce County and State requirements. This will lead to more proactive and timely addressing of maintenance issues before larger problems result, which is both a City and Developer goal.</p> <p>The fees for these services are a pass-through to the developer, however the overall cost is minimal compared to the costs that may be incurred by the City to perform the same level of service. The costs are also not significant in the context of otherwise required permit fees for site development work.</p> <p>The City would retain all enforcement jurisdiction and can terminate the agreement with 30-day notice.</p>			
<b>Attachments</b> (please list):			
Information on the Program, Draft form memorandum (subject to final review)			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Staff recommends approval.			



2023

## Existing MOU Soil Erosion & Sediment Control Agreements



*For more info,  
Visit our website  
[kanedupageswcd.org](http://kanedupageswcd.org)*



630.584.7960 ext 3

Let **US**  
be **YOUR** boots  
on the ground!



**Memorandum of  
Understanding  
(MOU)**



# Your Benefits

- **Prioritize Compliance**
  - IEPA MS4 BMPs
  - USACE Interface
  - Impartial Inspectors
  - Expanded Expertise
  - Additional Resources
- **Community Representation**
  - Resident Concern Response
  - Publication Material
  - Educational Opportunities
- **Green Infrastructure**
  - Prioritize SESC
  - Sustainable Development
  - Watershed Plan



## Our Boots Know their Way Around Your Communities

**Local KDSWCD staff partners with teams in municipalities throughout Kane and DuPage Counties to ensure that our waterways are protected and respected**



# How does it work?

- **Notification**
  - Prior to getting final approval from the municipality, the applicant is notified to apply to KDSWCD
  - Applicable to projects > 1 Acre & Sensitive Areas
- **Application**
  - Developer applies to KDSWCD
  - Developer pays fees and provides soil erosion and sediment control plan
- **Review**
  - KDSWCD ensures plan meets technical standards
  - KDSWCD ensures plan complies with Water Quality Act expectations
- **Inspection**
  - KDSWCD inspects throughout the life of the project to assess compliance and recommend correctional measures
  - No less than monthly
  - Following significant rain events
- **Coordination**
  - KDSWCD coordinates with IEPA to closeout eligible projects
  - KDSWCD communicates with municipality throughout the project

**Soil Erosion and Sediment Control Plan Review**  
**Kane/DuPage Soil and Water Conservation**  
**District (630)-584-7960 ext 3**

	APPLICANT (Owner/Developer)	Erosion Control Consultant/Engineer
Business Name		
Address City/State/Zip		
Contact Name		
E-Mail Address		
Phone		

Current Project Name and Phase number: \_\_\_\_\_ Location (Municipality): \_\_\_\_\_

Job site contact person: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

On site Contact's Phone number: (        ) \_\_\_\_\_ - \_\_\_\_\_ Site Location County \_\_\_\_\_

Additional Contacts to receive Reports: \_\_\_\_\_

Latitude/Longitude: \_\_\_\_\_ Nearest Intersection: \_\_\_\_\_

Acreeage of site disturbance (NPDES ILR10 area, if applicable): \_\_\_\_\_ Proposed Land Use: \_\_\_\_\_

Army Corps application number (if applicable): \_\_\_\_\_

Construction start date: \_\_\_\_\_ Anticipated construction completion date: \_\_\_\_\_

**The applicant agrees to the following conditions:**

1. Submit all required information listed on the following pages for each phase of development, regarding the soil erosion and sediment control (SESC) plan. Submit 1 set of physical drawings to our office (mail or drop off) or submit an electronic set of plans via email contact@kanedupageswcd.org. Request access to SWCD DropBox for plans too large to email. One stamped/approved copy will be returned and is to be kept at the project site.
2. Upon submittal of this application, pay the applicable fee (fee worksheet attached), in accordance with total acres of disturbance to the original topography and/or vegetation, in-stream and wetland disturbance, and the length of the project. A refundable pre-construction notification fee should also be included.
3. Notify representatives of the Soil and Water Conservation District of the pre-construction meeting.
4. Allow SWCD, NRCS, or Army Corps of Engineers District representative the right to conduct on-site investigations throughout all active construction phases to determine whether all necessary SESC practices have been installed and are functioning properly.
5. Upon commencement of earthwork or construction, document SESC practices with all information being accurate and complete.
6. Comply with the SWCD's written and verbal recommendations regarding:
  - A. The SESC plan and corrections or changes made thereto.
  - B. Installation and maintenance requirements of the SESC practices on-site.
7. Pay additional costs incurred by the SWCD in response to repeated non-compliance issues.
8. If any changes occur to the plans, schedules, etc., the applicant shall be responsible for notifying the Soil and Water Conservation District.
9. If SWCD is not contacted (in writing) prior to commencement of construction, and/or notify SWCD one week prior to installation of in-stream work area for USACE projects, the pre-construction notification fee will be forfeited.
10. Pre-Constuction fee will be refunded after SWCD is notified (in writing) prior to ground disturbing activities. All refund checks become void after 6 months.
11. If construction does not commence within 36 months of plan approval, the project will be closed. Fees will not be returned.
12. If the project lasts longer than proposed in the Fee Calculator, then KDSWCD can request additional inspection fees from the applicant.
13. All projects, regardless of size, are required to pay a pre-construction notification fee.

Upon receipt of all required information, the SESC plan will be reviewed within **15 working days** and all involved parties will be notified whether or not the plan meets technical standards. All application correspondence should be directed to contact@kanedupageswcd.org.

**Applicant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

FOR OFFICE USE ONLY	SWCD Application No.:
Meets technical standards _____ Does not meet technical standards _____	
Date all Information received: _____ Reviewed by: _____ Fee Paid: _____ /MOU _____ Check No: _____	
In-Stream: yes <input type="checkbox"/> no <input type="checkbox"/>	Application Processed: yes <input type="checkbox"/> no <input type="checkbox"/>



Table 1	<b>SESC Fee Schedule</b>	<b>Review Fee</b>	<b>Inspect Fee</b>
<b>Section 1</b>	<b>Initial Application Fee</b>		
	Construction Site 0-4 acres	\$300	\$690
	Construction Site 5-9 acres	\$370	\$690
	Construction Site 10-14 acres	\$485	\$1450
	Construction Site 15-19 acres	\$530	\$1935
	Construction Site 20-29 acres	\$550	\$2900
	Construction Site 30-39 acres	\$600	\$2900
	Construction Site 40-49 acres	\$645	\$3315
	Construction Site 50-59 acres	\$695	\$3645
	Construction Site 60-69 acres	\$735	\$4860
	Construction Site 70-79 acres	\$760	\$4860
	Construction Site 80-89 acres	\$830	\$5465
	Construction Site 90-99 acres	\$875	\$5465
	Construction Site 100-199 acres	\$920	\$6075
	Construction Site 200-299 acres	\$990	\$7795
	Construction Site 300-399 acres	\$1080	\$8150
	Construction Site 400-499 acres	\$1125	\$8730
**	> 500 acres contact SWCD for a site specific fee		
<b>Section 2</b>	<b>In-Stream or Stream-side work Fee</b>		
	0-2 Month project length	\$700	
	2-4 Month project length	\$1400	
	4-6 month project length	\$2100	
	6-8 month project length	\$2800	
	8-10 month project length	\$3500	
	10-12 month project length	\$4200	
<b>Section 3</b>	<b>Utilities, Railroads, or Linear Projects</b>		
	\$425.00 for each wetland impacted/crossed	\$425 per wetland	
<b>Section 4</b>	<b>Application Extension Fee</b>		
	1/3 of the Original Review Fee	1/3 of Review	
<b>Section 5</b>	<b>Re-Submittal Fee</b>		
	\$110.00	\$110	
<b>Section 6</b>	<b>Non-Compliance Fee</b>		
	Will be notified by letter- Billable at	\$95/hr	
<b>Section 7</b>	<b>Pre-Construction Notification Fee (All projects)</b>		
	Refunded upon written notice of construction start date	\$500	

For fee calculator, see next page.

\*\*For projects > 500 acres or any other unique project as determined by the SWCD Board of Directors, a modified fee schedule may be developed on an individual basis, based upon the size, complexity, and duration. **ALL FEES ARE SUBJECT TO YEARLY INCREASES.**

**SEND REQUIRED INFORMATION WITH FEE PAYABLE TO:**

Kane/DuPage Soil and Water Conservation District Hours: M-F 8:00 a.m. - 4:30 p.m.  
 2315 Dean Street, Suite 100 Phone: 630-584-7960 x3  
 St. Charles, IL 60175 Email: [contact@kanedupageswcd.org](mailto:contact@kanedupageswcd.org)

*This review will be issued on a non-discriminatory basis without regard to race, color, religion, national origin, age, gender, handicap or marital status. The Kane/DuPage Soil and Water Conservation District is a nonprofit organization.*

## Fee Calculator and Worksheet

Step 1: Review Fee		
Acres of disturbance*	_____	Line 1
Enter review fee using table 1	\$ _____	Line 2
Step 2: Inspection Fee <b>MUST ENTER AT LEAST 1 YEAR IN LINE 3</b>		
Length of project (whole years – round up)	_____	Line 3
Enter inspection fee using table 1	\$ _____	Line 4
Multiply line 3 and line 4	\$ _____	Line 5
Step 3: In-Stream or Stream-Side Work Fee (If not applicable, enter \$0 in line 7 and go to step 4)		
Length of Work (months – round up)	_____	Line 6
Enter fee using table 2	\$ _____	Line 7
Step 4: Linear Project** (If not applicable, enter 0 in line 8 and go to step 5)		
Enter the number of impacted wetlands on line 8	_____	Line 8
Wetland impact fee	\$ 425 _____	Line 9
Multiply line 8 and line 9	_____	Line 10
Step 5: Total Fee		
<b>Pre-construction notification fee (Refundable)</b>	\$ _____	Line 11
<b>Sum Lines 2, 5, 7, 10 &amp; 11</b>	<b>\$ _____</b>	<b>Line 12</b>
<p><i>*For all projects above 500 acres in size or any other unique project as determined by the KDSWCD Board of Directors, a modified fee schedule will be developed on an individual basis, based upon the size, scope, complexity, and duration of the project.</i></p> <p><i>**Linear projects refer to roadway or utility projects</i></p>		
<p><b><i>Please remit this worksheet with your payment.</i></b></p>		

**Total Fee = Review Fee + Inspect fee + In-Stream Fee\* + Wetland Impact Fee\* + Pre-construction notice fee**

\*if applicable



# SitePlanChecklist

*The soil erosion and sediment control plan cannot be reviewed until all of the following information is submitted for each upcoming active construction phase:*

## **1. Existing site conditions and natural resources present, including:**

- Site boundaries and adjacent lands that accurately identify site location
- Buildings, roads and utilities
- Topography, vegetation, drainage patterns, sub-watershed delineation, critical erosion areas, and any subsurface drainage tiles
- Wetland and floodplain delineation - Please show the boundaries on the construction plans.
- Adjacent areas that affect or are affecting the project site, e.g. drainage onto or through the site affecting wetlands, streams, lakes, and drainage areas downstream.
- Vicinity map.
- Show areas where trees and vegetation are to be preserved.
- Map legend, including north arrow and scale on all materials submitted.

## **2. Final site conditions, including:**

- An accurate depiction of post-construction appearance - e.g. utilities, roads, buildings, open space
- Locations, dimensions, cross sections and elevations of all (temporary and permanent) storm water management facilities (including sediment basins), plus inlet and outlet locations Surface flow direction, including sheet flow and concentrated flow direction
- Post-construction topography, **final contours should be easily distinguished** (2 foot contour is preferred) including sub-watershed delineations.

## **3. A complete soil erosion and sediment control plan, including:**

- Location and detailed drawings of all permanent and temporary soil erosion and sediment control practices.
- A schedule outlining the installation of the practices with the responsible parties identified
- Inspection, and maintenance schedules with responsible parties identified
- Seeding information: rates, species, dates, fertilization, temporary or permanent
- Location and dimension of all temporary soil and aggregate stockpiles

## **4. Locations, dimension & phase timeline of all land disturbing activities, including:**

- Designate construction limits, areas that will be disturbed and areas of wetland fill
- Describe grading and building schedule and phasing timeline
- Create and Submit a construction sequence for any in-stream work and/or critical areas

# Narrative Checklist

*The soil erosion and sediment control plan cannot be reviewed until all of the following information is submitted for each upcoming active construction phase:*

- Project description** - Briefly describes the nature and purpose of the land disturbing activity, and the area (acres) to be disturbed.
- Existing site conditions** - A description of the existing topography, vegetation, drainage ways, subsurface drain tile, buildings, roads and utilities.
- Adjacent areas** - A description of neighboring areas such as streams, lakes, residential areas, roads, etc. which might be affected by the land disturbance - Describe any adjacent or neighboring activities that may affect the soil erosion and sediment control plan.
- Off-site areas**- Will any other areas be disturbed? Describe any off-site land disturbing activities.
- Critical areas** - A description of areas on the site that have potentially serious problems. For example, steep or long slopes, channels, intermittent streams, and side hill seeps.
- Soil erosion and sediment control measures**- A description of the methods which will be used to control erosion and sedimentation on the site - Control methods should meet the standards in section 4 of the Illinois Urban Manual.
- Construction Sequence** - A sequence of events for construction in and near creeks, streams, or other critical areas.
- Permanent stabilization** - A brief description including specifications of how the site will be stabilized after construction is completed.
- Calculations** - Detailed calculations for the design of temporary sediment basins, permanent storm water detention basins, diversions, channels, etc. Include pre and post development runoff.
- Detail drawings** - Include detail drawings form the Illinois Urban Manual. Any structural practices used that are not referenced to the Illinois Urban Manual or local handbooks should be explained and illustrated with detail drawings.
- Operation and Maintenance** - Provide a schedule of maintenance for all temporary and permanent erosion and sediment control practices to ensure that they perform properly. Identify the parties responsible for maintenance.



## **MEMORANDUM OF UNDERSTANDING**

Between the City of St. Charles, the Kane-DuPage County Soil and Water Conservation District, and the USDA-Natural Resources Conservation Service

This Memorandum of Understanding is made and entered into by and between the following parties:

1. City of St. Charles, a unit of local government of the state of Illinois (hereinafter referred to as (City)).  
2 E. Main St., St. Charles, IL 60174
2. The Kane-DuPage Soil and Water Conservation District, a body politic and corporate of the state of Illinois (hereinafter referred to as "KDSWCD").  
545 S Randall Rd, St Charles, IL 60174
3. United States of America, acting by and through the Natural Resources Conservation Service, an agency of the United States Department of Agriculture (hereinafter referred to as "NRCS"). The St Charles Field Office, 545 S Randall Rd, St Charles, IL 60174

### **I. PURPOSE**

Landowners and occupiers, natural resource agencies, and other government entities all benefit from well-planned and implemented measures intended to protect soil, water, and other natural resources. The above-mentioned parties share a common objective of assisting the general public as well as other local, state, and federal units of government in the understanding, development, and wise use of natural resources in St. Charles, Illinois.

It is agreed that soil, water, and other natural resources must be protected from degradation and depletion that often results from land-disturbing development activities when runoff and erosion are not properly controlled. Such adverse effects on these natural resources can be detrimental to the health, safety, and general welfare of the public. The parties of this agreement mutually agree to exercise, in a coordinated manner, their respective authorities to carry out educational and ethical advisory and regulatory programs to serve the public interest in natural resource conservation.

This Memorandum of Understanding (MOU) will establish a framework to increase cooperation and coordination between the City, the KDSWCD, and the NRCS. This framework is designed to improve services to landowners and users through coordinated government actions, avoid duplication of effort, and enhance other benefits to the public.

### **II. AUTHORITY**

- A. The authority for the City to address items covered by this agreement and to enter into this agreement is included in the following:
  - (1) The Illinois Municipal Code

- (2) Article VII, Section 10 Intergovernmental Cooperation of the Illinois Constitution and
  - (3) The Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.)
  - (4) Specific municipal regulations that address items covered by this agreement are contained within Title 18 of the St. Charles Municipal Code
  - (5) Approval granted by the City Council pursuant to Resolution \_\_\_\_\_
- B. The authority for the KDSWCD that addresses items covered by this agreement is included in the following:
- (1) Illinois Soil and Water Conservation Districts Act (70 ILCS 405/1-405/43).
- C. The authority for the NRCS that addresses items covered by this agreement is included in the following:
- (1) Soil Conservation and Domestic Allotment Act (16 U.S.C. Section 590), as amended and supplemented, Public Law 74-76.
  - (2) Soil Information Assistance for Community Planning and Resource Development (42 u.s.c. 3271-3274).
  - (3) Federal Water Pollution Control Act (33 U.S.C. 1251 et seq. as amended and supplemented, Public Law 92-500).

### **III. Background**

The City of St. Charles is an Illinois municipal corporation incorporated as a City, pursuant to the Illinois Constitution and Illinois compiled statutes. The City of St. Charles is located in St. Charles and Geneva Townships in Kane County and Wayne Township in DuPage County, Illinois.

The KDSWCD is a locally organized and operated governmental agency created by state law for the express purpose of promoting the protection, maintenance, improvement, and wise use of soil, water, and other natural resources within its boundary. To accomplish this, the KDSWCD works cooperatively with individuals, groups, and units of government. Technical assistance and education programs are utilized to increase awareness of natural resources, provide solutions to problems, and identify better ways of managing these resources.

The mission of the Natural Resources Conservation Service (NRCS) is to provide leadership and administer programs to help people conserve, improve, and sustain our natural resources and environment. The NRCS, an agency within the U.S. Department of Agriculture (USDA) is responsible for a national program of conserving and developing land and water resources with primary objectives of reducing soil erosion to acceptable limits, improving and maintaining water quality, and promoting conservation programs by providing technical assistance to individuals, groups, and units of government in cooperation with the soil and water conservation districts, watershed groups, resource conservation, and development groups, and other federal, state, local agencies, and departments.

**IV. The City agrees to:**

- A. Abide by all applicable provisions of federal, state, and local legislation dealing directly or indirectly with items contained in this agreement.
- B. Notify the KDSWCD of the intent of a land developer or builder to prepare a subdivision plat or construction project proposal.
- C. Request the KDSWCD to conduct on-site soil erosion and sediment control inspections as described in this memorandum.
- D. Refer City officials, developers, builders, and contractors to KDSWCD for advice and information, as needed, concerning the design and installation of recommended practices as provided in this memorandum.
- E. Cooperate with KDSWCD to provide information as needed, to City officials, developers, consultants, builders, contractors, and others.
- F. Seek the advice and assistance of the KDSWCD and the cooperating agency's technical staff with regard to the conservation, wise use, and development of natural resources.
- G. Utilize appropriate and accepted references for conservation practices standards and specifications when implementing natural resource protection provisions of City ordinances.
- H. Not charge for any assistance made available by NRCS and conduct its work in such a manner that cooperating land users, units of government, and the public will generally understand that any charges it may make are not for NRCS assistance.
- I. Assume administrative responsibilities for City employees or officials involved in carrying out the provisions of the agreement.

**V. The KDSWCD agrees to:**

- A. Utilize appropriate and accepted technical references to provide conservation practice standards and specifications for structural and vegetative measures that are recommended to address recognized natural resource-related concerns.
- B. Assist with on-site inspections during the active construction phase(s) of land development projects to determine whether site development is in compliance with the approved plan and ordinance requirements and determine adjustments needed to the approved plan. After construction has been completed, determine whether permanent site stabilization has been achieved and identify operation and maintenance needs.
- C. Consult with land developers, consultants, and contractors concerning the design criteria, installation and maintenance procedures, and other information regarding conservation practices recommended under the provisions of this agreement.
- D. Provide technical advice and assistance as requested by the officers of City regarding the conservation, wise use, and development of natural resources under their control.
- E. Assume administrative responsibilities for KDSWCD employees or officials involved in carrying out the provisions in this agreement.

**VI. The Natural Resources Conservation Service (NRCS) agrees to:**

- A. As requested, assist the City and the KDSWCD in carrying out the provisions outlined in this agreement. This assistance will follow NRCS and/or SWCD workload priorities as outlined in the Field Office Annual Plan of Operation.
- B. Provide technical reference materials routinely used by NRCS and the KDSWCD to the City as needed or requested and within capabilities.



- C. Provide planning and technical assistance to the City and the KDSWCD staff in resource management, including but not limited to stormwater management, erosion and sediment control, and other natural resource-related concerns.
- D. Assume administrative responsibilities for NRCS employees involved in carrying out the provisions of this agreement.

**VII. The City, The KDSWCD, and the NRCS all mutually agree:**

- A. That the City retains the right of final decision on lands it owns or exercises control over in regards to the use and management of soil, water, and other natural resources, as well as any issues, opinions, findings, or actions resulting from this memorandum, including enforcement of all ordinances and regulations regarding soil erosion and sediment control.
- B. To comply with the nondiscrimination provisions as contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and in accordance with regulations of the Secretary of Agriculture (7CFR-15, Subparts A & B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status or disability be excluded from participation in, be denied the benefits or, or be otherwise subjected to discrimination under any program or activity, receiving federal financial assistance from the Department of Agriculture or any agency thereof.
- C. That except as provided herein or mutually agreed upon, no charges or fees for labor, equipment, wages, or materials will be billed by or to any other party specifically included in this Memorandum.
- D. That this Memorandum shall become effective on the date of the last signature affixed hereto. This Memorandum may be modified or terminated at any time by mutual consent of the parties hereto. This Memorandum may be terminated by any party, by sending thirty (30) days written notice by first class mail to the other parties at their office in the City of Charles, and in Kane County. Following the issuance and receipt of a request for amendment or a notice of termination, a meeting of the officially designated representative of all parties will be called.
- E. That no party to this Memorandum shall assign this Memorandum, nor any interest arising herein, to any other party without the prior written consent of all parties involved.
- F. That nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the NRCS or the KDSWCD (including its officers, employees, and agents) the agent, representative, or employee of the City for any purpose or in any manner, whatsoever. Likewise, nothing contained herein is intended or should be construed as constituting the City (including its officers, employees, and agents) the agent, representative, or employee of the KDSWCD or NRCS. All of the parties to this Memorandum are, and shall remain, independent parties with respect to all services performed under this Memorandum.
- G. That the provisions of this Memorandum are severable. If any paragraph, section, subdivision, sentence, clause, or phase of the Memorandum is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Memorandum. However, upon the occurrence of such event, any party may terminate this Memorandum forthwith upon the delivery of written notices of termination to the other parties, as provided in paragraph D above.
- H. That it is understood and agreed that the entire agreement of the parties is contained herein

and that this Memorandum supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

- I. That this Memorandum will be reviewed by all parties at least annually. Any problem with or suggested modification to this Memorandum will be brought to the attention of the appropriate responsible official for solving through existing policy and procedure of the specific parties to this Memorandum.
- J. Each of the parties acknowledges the working nature of this Memorandum. Each party agrees to cooperate and consult with the other parties in an effort to speedily and amicably resolve any unforeseen difficulties or problems not covered by this Memorandum.
- K. Each party, as mutually agreed upon, will provide or arrange for such additional services, facilities, equipment, materials, and arrangements as may be required to achieve common objectives.

**VIII. ADOPTION**

The foregoing Memorandum of Understanding has been adopted by resolution of each of the parties thereto, duly recorded in the official proceeding of each, and as attested by the signatures affixed below.

CITY OF ST. CHARLES

\_\_\_\_\_ (name)

\_\_\_\_\_ (title)

Date:

KANE-DUPAGE SOIL AND WATER CONSERVATION DISTRICT

\_\_\_\_\_ (name)

\_\_\_\_\_ (title)


Date:

U.S. DEPARTMENT OF AGRICULTURE-NATURAL RESOURCES CONSERVATION

\_\_\_\_\_ (name)

\_\_\_\_\_ (title)

Date:

	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 4j
	Title:	<b>Recommendation to Waive the Formal Bid Procedure and Approve a Resolution to Authorize a Professional Services Agreement with TPI Building and Code Consultants Inc. for Inspection and Plan Review Services</b>	
	Presenter:	<b>Russell Colby, Community Development Director</b>	
<b>Meeting:</b> Planning & Development Committee		<b>Date:</b> June 10, 2024	
<b>Proposed Cost:</b> Up to \$50,000		<b>Budgeted Amount:</b> \$50,000 (reimbursable)	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>The Building Division in Community Development utilizes outside consultants to assist with Building Permit Plan reviews and Inspections as needed.</p> <p>Plans are typically sent out for consultant review when the projects are large, unique or complex. Consultants are called upon to conduct inspections when staff inspector schedules are filled or backlogged. The City's longtime staff Building Inspector recently retired, so consultant inspection services may be required until this position is re-staffed.</p> <p>Costs for outside consultants are covered by permit applicants as a part of the building permit fees.</p> <p>TPI Building and Code Consultants has provided Plan Review and Inspection services successfully in the past. Because this is a reimbursable service intended to supplement City staff time, we are sensitive to utilizing resources that have a demonstrated track record and are reliable. TPI has met our expectations in the past.</p> <p>The City last reviewed proposals for this service in 2021. TPI has not changed their rates since this time. TPI works only for municipal clients and would not have any conflicts of interest with any developers or builders in St. Charles.</p> <p>Staff had targeted issuing a new Request for Proposals this year, but was unable to complete this prior to the start of this Fiscal Year. The intent is to proceed with obtaining new quotes from qualified service providers this summer.</p> <p>In the meantime, staff requests to proceed with TPI for services during this fiscal year, based on the attached rate schedule.</p>			
<b>Attachments</b> (please list): Bid Waiver, Contract			
<b>Recommendation/Suggested Action</b> (briefly explain): Recommendation to approve a Resolution to Waive the Formal Bid Procedure and Approve a Resolution to Authorize a Professional Services Agreement with TPI Building and Code Consultants Inc. for Inspection and Plan Review Services.			





# Bid Waiver One Time Today through 4/30/2025

Description: Inspection and Plan Review Services

Requested Vendor: TPI Building Code Consultants

Requested By: Allen Fennell Date: 6/10/2024

Approval: Russell Colby  
Department Head Signature

Bid Waivers are required when there are unique circumstances related to a proposed procurement that has not been competitively solicited.

1. This procurement is valued at \$\_\_\_\_\_ for this one-time order, and/or \$50,000 (reimbursable) for a 12-month period.
2. This good/service has been competitively solicited within the past 24 months. YES  NO   
If Yes, Was the solicitation published on the city website? YES  NO

### 3. Justification for Bid Waiver:

**Emergency** i.e. declared by the Mayor and applicable to EOC/FEMA procedures.

**Urgent** i.e. required to resolve an unanticipated problem that, if not resolved within 48 hours, may cause undue risk to individuals and/or extensive damage to property.

Need for these goods/services were **not anticipated and procurement through normal channels would take too long.**

A responsible **contractor was on site** performing a related repair, and based on professional judgement; it was prudent to request this service/repair from said contractor.

These goods are replacement parts for a **warrantied item, and the warranty is still in place**, and purchase of a non-brand item will jeopardize warranty.

- These goods/services are **inherently related to, and an ongoing part of**, other goods/services previously provided by the Provider.

These goods utilize a **proprietary, patent, trademark, or customized programming** resulting in lack of competition.

These goods are **standardized** for operational safety and efficiency.

These goods are only available through the provider's **local distribution** channels.

These goods/services were purchased through a **Cooperative Purchasing Agreement.** \_\_\_\_\_

- Other:** TPI has provided Inspection and Plan Review Services for the City in the past. The cost for these services is intended to be fully reimbursable; the City will bill the total cost into the permit fees.



# T.P.I. Building Code Consultants, Inc.

321-325 Spruce Street  
South Elgin, Illinois 60177  
Phone (630) 443-1567 Fax:443-2495  
Email: [tpi1@tpibcc.com](mailto:tpi1@tpibcc.com)  
Website: [tpi@tpibcc.com](http://tpi@tpibcc.com)

Full Service Code Consulting Firm

Professional Plan Review and Inspection Services  
Since 1997

## ***Mission Statement***

*The mission of T.P.I. Building Code Consultants, Inc. is to protect the health and safety of the public by helping to build America with code-compliant structures. We at T.P.I. blend that small firm spirit and economics with big firm savvy and skill.*

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## **Introduction**

T.P.I. Building Code Consultants, Inc. is a full service, family owned and operated company in the Chicagoland area. Since 1997, we have provided courteous, professional and timely code consultation, inspections and plan reviews with pride and integrity. JoAnne and Steve Tisinai originally founded Temporary Plumbing Inspectors with a goal to assist departments with overwhelmed, sick or vacationing plumbing inspectors. As time passed, T.P.I.'s clients requested additional services in the fields of building, electrical, mechanical and fire. In April of 2000, T.P.I. Building Code Consultants was incorporated and is currently a full-service plan review and inspection company.

T.P.I. will work in a fair and professional manner to assure safe code compliant buildings in a fiscally responsible and efficient way. We can fulfill the needs of your department with consistent professionals who are well certified in their specific discipline with the goal of excellent customer service to project the values and standards that municipalities work long and hard to uphold. With a staff that includes **5 Master Code Professionals**, CBO's, Fire Marshal's, Illinois Certified Plumbing Inspectors, certified residential and commercial building inspectors/plan examiners. All T.P.I. building inspectors are certified to provide building, electrical, and HVAC.

## **Our Services**

- Plan Reviews for all building, fire protection, accessibility, electrical, mechanical, plumbing systems, and sanitary
- Inspection services for all building, fire protection, accessibility, electrical, mechanical, plumbing, and health/sanitary
- Code Consultation and Updating
- Zoning compliance program and RPZ tracking
- On-call emergency inspections
- Code Enforcement
- Trained building department office coverage
- All commercial plan reviews performed by Master Code Profession

## **T.P.I.'s Executives**

- **JoAnne Tisinai**- CEO, Owner
- **Steve J. Tisinai**- President, Owner, Certified Illinois Plumbing Inspector, Illinois Licensed Plumber, City of Chicago Licensed Plumber
- **Steve V. Tisinai**- Vice President, Mechanical Engineer, Master Code Professional, Illinois Licensed Plumber, Certified Illinois Plumbing Inspector, Certified Microsoft Systems Analyst
- **Joe Tisinai**-Vice President, Master Code Professional, Certified Illinois Plumbing Inspector, and Illinois Licensed Plumber, City of Chicago Licensed Plumber
- **Dale Engebretson** - Vice President, Master Code Professional

321-325 Spruce Street  
South Elgin, Illinois 60177  
Email: [tpi1@tpibcc.com](mailto:tpi1@tpibcc.com)

Ph: (630)443-1567  
Fax (630)443-2495  
Website: tpibcc.com



# T.P.I. Building Code Consultants, Inc.

## Professional Residential & Commercial Plan Review and Inspection Services

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### T.P.I.'s Values

- **Customer Service:** Consistently striving for *total* customer satisfaction!
- **Excellence:** Superior performance and outstanding quality of services.
- **Ethical Behavior:** Maintaining honesty and fairness in all that we do.
- **Economic Reasonableness:** Provide services in an economically efficient manner.

### Plan Reviews

- All plan reviews will be completed in 8-10 business days from the date it is received. Plan reviews may be expedited to 5 business days for an additional charge when available.
- When completed, plan review responses can be submitted to the village via e-mail, fax, or standard mail as the Village requires.
- All commercial reviews are **only** performed by, not supervised by, a **Master Code Professional**.
- Residential plan reviews are performed by a person with ICC certifications in that field, and in many cases, the reviews will be performed by a Master Code Professional

### Inspections *(Currently offered in Illinois only)*

- T.P.I. requires that inspection requests be received in our office by 3pm the business day before the inspection request date.
- T.P.I. inspections are scheduled in either am (8:00 am to noon) or pm (noon to 4:30).
- A copy of the inspection will be left on the job site, another at the Village Hall by the end of that business day (or via email if preferred), and a third copy for T.P.I. records.
- T.P.I. inspectors are well trained and certified.
- T.P.I. plumbing inspectors are Certified Illinois Plumbing Inspectors and/or Illinois Licensed Plumbers.
- T.P.I. inspectors will inspect per the adopted codes and amendments set forth by the municipality.
- T.P.I. will provide all vehicles, vehicle maintenance, cost of gas, inspection tools and insurance.
- A phone directory of inspectors will be issued to Village for direct communication. Cell phone numbers for the inspectors are also made available to residents, contractors, business owners and architects. We encourage open communication with all of our customers and help to create a builder friendly environment.
- T.P.I. is available for emergency call out situations.

### Billing Process

- T.P.I. will send monthly invoices of the services provided or will customize a plan specific to your municipality.
- Option for direct payment from contractors available. Credit Cards accepted.

# T.P.I. Building Code Consultants, Inc.

Professional Residential & Commercial Plan Review and Inspection Services

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## Company Profile

### Affiliations/Accreditations

SBOC Membership

ICC Membership

I.D.P.H.

PAMCANI

T.P.I. is a licensed plumbing contractor in the State of Illinois which fulfills the requirement for providing plumbing inspections as a 3<sup>rd</sup> party.

T.P.I. is a corporation in good financial and legal standing with the State of Illinois. This may be verified at the State of Illinois Website.

T.P.I. is legally able to conduct business in the State of Illinois.

T.P.I. will comply with all OSHA and other federal, state, and city safety standards.

We at T.P.I. hold our inspectors and plan examiners to the highest standards for certifications and continuing education. We provide ICC classes for all our inspectors to help maintain their certifications and remain current on code interpretation and application. T.P.I. offers these classes to current customers for their staff plan examiners and building inspectors at a discounted rate. In addition, our Master Code Professionals provide training meetings for our inspectors and plan examiners to promote continuity of services.

## References

### Village of Bloomingdale

Mr. Mike Gricus  
201 S. Bloomingdale Rd.  
Bloomingdale, IL 60108  
(630) 671-5661

### Village of Willowbrook

Mr. Roy Giuntoli  
7760 Quincy St.  
Willowbrook, IL 60527  
(630) 920-2262

### Village of South Elgin

Mr. Steve Super  
74 W. Middle St.  
South Elgin, IL 60177  
(847) 741-3894

### Village of Hinsdale

Mr. Rob McGinnis  
19 E. Chicago Ave.  
Hinsdale, IL 60521  
(630) 789-7037

### Village of Schaumburg

Mr. Scott Flanagan  
101 Schaumburg Ct.  
Schaumburg, IL 60193  
(847) 923-3700

### City of Countryside

Ms. Sharon Peterson  
5550 East Ave.  
Countryside, IL 60525  
(708) 354-7270

### Village of Schaumburg

Ms. Julie Fitzgerald  
101 Schaumburg Ct.  
Schaumburg, IL 60193  
(847) 923-3700 ext. 3867

### Village of Bellwood

Mr. Peter Tsiolis  
3200 Washington Blvd.  
Bellwood, IL 60104  
(708) 547-3500

# T.P.I. Building Code Consultants, Inc.

## Professional Residential & Commercial Plan Review and Inspection Services

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### Examples of Current/Recent Experience (not limited to)

- Village of Bellwood: In-house building commissioner duties, small permit plan reviews, residential/commercial plan reviews, building and plumbing inspections, and pre-sale and rental inspections.
- Village of Bloomingdale: Commercial/residential plumbing plan reviews, all plumbing inspections, coverage for building inspections, and full commercial plan reviews as needed.
- City of Countryside: Currently provide plumbing inspections, Recently completed multi-year contract providing all building department needs including, but not limited to Building Commissioner, property maintenance/code enforcement, court adjudication and real estate transaction program.
- County of DuPage: Commercial plan reviews, as needed residential plan reviews and plumbing inspections.
- County of Kane: Code Enforcement/Building Inspection special project and adjudication process assistance.
- County of McHenry: Expedited Commercial plan review services.
- County of Will: Provide plan review services as needed.
- Village of Downers Grove: Provide residential and small permit plan reviews.
- Village of Elburn: Commercial plan reviews as needed.
- Village of Elmhurst: Plan review services.
- Village of Glen Ellyn: Provides all plumbing inspections, plumbing plan reviews, building inspections and plan reviews as needed.
- Village of Highland Park: Provide residential plan reviews as needed.
- Village of Hinsdale: Provide all plumbing inspections, commercial/residential plan reviews, building inspections as needed, in-house plan examiner as needed.
- Village of Lemont: Provide commercial, multi-family and attached single family plan reviews and inspections.
- Village of Mundelein/Hawthorne Woods: Finalized 750 home project including entering inspection results into city computer; Currently providing coverage for plumbing inspector as needed for Mundelein and Hawthorne Woods.
- Village of River Grove: Large project plan reviews as needed.
- Village of Schaumburg: Commercial/Residential plan reviews as needed, building inspections, electrical inspections, and plumbing inspections.
- Village of Schiller Park: Commercial building and fire plan reviews as needed.
- Village of South Elgin: Provide commercial plan reviews, all plumbing plan reviews and inspections, in the past we have performed RPZ tracking, and upcoming will perform commercial building inspections.
- Village of Thornton: Commercial plan reviews as needed.
- Village of Willowbrook: Provide commercial/residential plan reviews and inspections, in-house small permit plan reviews, and as needed including permit clerk/tech.
- Village of Woodridge: Provide all plumbing inspections and plan reviews/building inspections.





# T.P.I. Building Code Consultants, Inc.

Professional Residential & Commercial Plan Review and Inspection Services

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## **Steve V. Tisinai, Master Code Professional, Certified Illinois Plumbing Inspector**

### **Education:**

1992-1996 University of Illinois – Urbana / Champaign  
Bachelor of Science in Mechanical Engineering  
Microsoft Certified Systems Engineer

Steve began his career working as a laborer in his teenage years and through college. After graduation, he worked as a Mechanical Engineer for a large local business. He completed his plumbing apprenticeship and earned his MCP certification to join T.P.I. in 2005. Steve now uses his skills to perform Building Commissioner duties, plan reviews and inspections for various customers. He has excellent customer service and problem-solving skills. Steve provides education and training to T.P.I. inspectors. In addition, he is a Master Diver and Scuba Diving Instructor where he provides education and utilizes his leadership skills in another capacity.

### **ICC Certifications**

- Illinois Licensed Plumber
- Certified Illinois Plumbing Inspector
- ICC Master Code Professional
- ICC Certified Building Official
- ICC Residential Building Inspector
- ICC Residential Mechanical Inspector
- ICC Residential Electrical Inspector
- ICC Residential Plumbing Inspector
- ICC Commercial Building Inspector
- ICC Commercial Mechanical Inspector
- ICC Commercial Electrical Inspector
- ICC Commercial Plumbing Inspector
- ICC Building Plans Examiner
- ICC Mechanical Plans Examiner
- ICC Electrical Plans Examiner
- ICC Plumbing Plans Examiner
- ICC Accessibility Inspector / Plans Examiner
- ICC Residential Energy Inspector / Plans Examiner

# T.P.I. Building Code Consultants, Inc.

## Professional Residential & Commercial Plan Review and Inspection Services

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### **Joseph J. Tisinai, Master Code Professional, Certified Illinois Plumbing Inspector**

Joe began working in the construction industry as a laborer in his teenage years. He then completed his plumbing apprenticeship through local 130, a City of Chicago Plumbing License and an Illinois Plumber's License and worked as a foreman for large commercial projects. Joe joined T.P.I. in 2000 and earned his MCP certification. Joe is now the account manager for a large municipality, performs large commercial and residential plan reviews for plumbing, as well as residential plan reviews for all disciplines. In addition, Joe provides education and training for T.P.I. inspectors.

Plumbing Inspector/Plans Examiner since 2000

Hanover Park Fire Protection District as a firefighter 1993 to 1999  
Licensed Emergency Medical Technician 1996

### ICC Certifications

- ICC Master Code Professional
- State of Illinois Plumbing License
- City of Chicago Plumbing License
- Certified Illinois Plumbing Inspector
- ICC Residential Plumbing Inspector
- ICC Residential Building Inspector
- ICC Residential Mechanical Inspector
- ICC Residential Electrical Inspector
- ICC Commercial Building Inspector
- ICC Commercial Mechanical Inspector
- ICC Commercial Plumbing Inspector
- ICC Commercial Electrical Inspector
- ICC Building Plans Examiner
- ICC Mechanical Plans Examiner
- ICC Plumbing Plans Examiner
- ICC Electrical Plans Examiner
- ICC Accessibility Inspector / Plans Examiner
- ICC Residential Energy Inspector / Plans Examiner
- Fire Fighter II
- Hazardous Material Awareness



# **T.P.I.** Building Code Consultants, Inc.

## **Professional Residential & Commercial Plan Review and Inspection Services**

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### **Dale Engebretson, Master Code Professional**

**T.P.I. Experience:** February 2021 – Present

**Experience:** Includes Municipality and 3<sup>rd</sup> Party Services from 2000- Present:

Building Commissioner – Village of Round Lake

Chief Code Official – City of Warrenville

Building Code Administrator – City of Park Ridge

Code Enforcement Official – Village of Glendale Heights

### **ICC Certifications**

- ICC Master Code Professional
- ICC Certified Building Official
- ICC Housing Code Official
- ICC Commercial Electrical Inspector
- ICC Residential Plumbing Inspector
- ICC Residential Building Inspector
- ICC Residential Mechanical Inspector
- ICC Residential Electrical Inspector
- ICC/AACE Property Maintenance & Housing Inspector
- ICC Building Plans Examiner
- ICC Commercial Energy Plans Examiner
- ICC Plumbing Code Official
- ICC Residential Energy Inspector/ Plans Examiner
- ICC Residential Electrical Inspector
- ICC Building Inspector
- ICC Commercial Plumbing Inspector
- ICC Building Inspector
- ICC Commercial Plumbing Inspector
- ICC Commercial Mechanical Inspector
- ICC Commercial Building Inspector
- ICC Commercial Energy Inspector
- ICC Residential Combination Inspector
- ICC Building Code Official
- ICC Mechanical Inspector
- ICC Residential Mechanical Inspector
- ICC Electrical Inspector
- ICC Plumbing Inspector
- ICC Building Code Specialist
- ICC Plumbing Code Specialist
- ICC Plumbing Plans Examiner
- ICC Accessibility Inspector / Plans Examiner

# St. Charles Agreement for Professional Services

## Inspection and Plan Review Services

This agreement for professional services ("Agreement") has been awarded on \_\_\_\_\_, 2024 by City Council and is between the City of St. Charles, an Illinois home rule municipal corporation ("City"), located at 2 East Main Street; St. Charles, Illinois 60174 and TPI Building Code Consultants Inc ("Professional Service Provider"), located at 321 Spruce Street, South Elgin, IL 60177. City and Professional Service Provider are at times collectively referred to hereinafter as the "Parties."

### RECITALS

**Whereas**, the City issued a Request for Proposal for professional services entitled **Inspection and Plan Review Services ("Project")**;

**Whereas**, the Professional Service Provider submitted an offer (**Offer**) and the Professional Service Provider represents that it is ready, willing and able to perform the services specified in the project;

**Whereas**, the Offer was found to meet the City's requirements as specified in the solicitation;

**Whereas**, the City awarded the Professional Service Provider the **Inspection and Plan Review Services Project not to exceed the hourly rates as reflective of prices stated in Exhibit B – Fee Schedule**;

Now therefore, in consideration of the foregoing and for the mutual promises hereinafter set forth and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows to the following terms and conditions:

### Article 1: Contract Documents

- A. Incorporated Documents.** The Contract documents consist of this Agreement and the following attached exhibits. These attachments along with this Agreement represent the entire integrated Contract between the parties and supersede any and all prior negotiations, representations or agreements, written or oral.
- The City's Purchase Order document, to be generated as the Work May Proceed document upon contract execution, is incorporated as the first page of this Contract and said Purchase Order Number will become the identification number for this contract and thus must be referenced on all related documents, inclusive of invoices.
  - The Professional Service Provider's offer and all related documents is attached as **Exhibit B**
  - Insurance Coverage for Professional Service Provider is attached as **Exhibit C**
  - Change Order Form, which is the sole vehicle authorized to amend contract, is attached as **Exhibit D**
- B. Controlling Document.** In the event of a conflict between this Agreement and any attachment or exhibit, the provisions of this Agreement shall control.

### Article 2: Services Contracted

- A. Scope of Services.** Professional Service Provider shall provide awarded Services in accordance with the Offer submitted by the Professional Service Provider [**Exhibit B**].
- Truthful and Accurate.** Professional Service Provider represents that such material and information furnished in connection with the Solicitation and this Contract is truthful and accurate.
  - Necessary Documentation.** Professional Service Provider acknowledges that it has furnished exhibits, as listed previously, and will continue to furnish requested and necessary documentation, including but not limited to certifications, affidavits, reports and other information.
  - Ownership of Project Documents.** All drawings, specifications, reports, and any other project documents prepared by the Professional Service Provider in connection with any or all of the project services shall be delivered to the City for the expressed use of the City. The Professional Service Provider does have the right to retain original documents, but shall cause to be delivered to the City such quality or documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the City unless otherwise specified within this negotiated Contract. The Professional Service Provider agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Professional Service Provider pursuant to the Contract will be made available, upon request, to the City without cost and without restriction or limitations as to their use. All field notes, test records, and reports

shall be available to the City upon request.

- B. Status of Independent Professional Service Provider.** Both City and Professional Service Provider agree that Professional Service Provider will act as an Independent Professional Service Provider in the performance of the Project. Accordingly, the Independent Professional Service Provider shall be responsible for payment of all taxes including federal, state, and local taxes arising out of the Professional Service Provider's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Professional Service Provider further acknowledges under the terms of this Contract, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Professional Service Provider is not in any way authorized to make any contract, agreement or promise on behalf of the City, or to create any implied obligation on behalf of City, and Professional Service Provider specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Professional Service Provider, except those specifically identified in this Contract. City shall not have the authority to control the method or manner by which Professional Service Provider complies with the terms of this Contract.

### Article 3: Term

- A. Term.** This Contract becomes effective \_\_\_\_\_ and terminates April 30, 2025. Alteration in termination may occur prior to completion of Project in accordance with the following conditions.
- B. Termination of Contract.** The City has the right to terminate this Contract, in whole or in part at any time. Written notice of termination is to be served by the City to the Professional Service Provider's principal or Professional Service Provider's agent personally or by certified or registered mail, return receipt requested. In the event of termination, the City shall pay the Professional Service Provider for satisfactory services performed as of the effective date of termination. The effective date of termination releases the City from any obligations under this Contract. Professional Service Provider shall deliver to the City any finished and unfinished documents, drawings, studies and reports related to the Project. All such documents, studies and reports shall become the property of the City. The City may terminate this Contract, or any portion of it, as is reasonably necessary in accordance with the following conditions:
- a. **Substitution of Key Personnel.** Should any of the key personnel identified in the offer become unavailable to work on the project; and should no temporary replacement personnel be provided within 24 hours following the commencement of the subject key personnel's unavailability; and/or should no permanent substitute personnel reasonably satisfactory to the City be provided within thirty (30) days of key personnel's unavailability; the City may, at its election, declare breach of contract and terminate the contract for non-performance.
  - b. **Non-performance.** Non-adherence to the terms of this Contract and its incorporated documents on the part of the Professional Service Provider is grounds for termination of the Contract. The City will notify the Professional Service Provider in writing with a 24-hour notice specifying the effective date of termination. In the event of termination due to non-performance on the part of the Professional Service Provider, the City has the authority to contract with an alternate Professional Service Provider to complete this Contract. The Professional Service Provider shall be liable to the City for all incidental and consequential expenses incurred in procuring and securing an alternate Professional Service Provider, including any loss due to alternate Professional Service Provider compensation. The City may deduct expenses and loss, due to breach, from payment to the Professional Service Provider for services already performed. Failure to deduct expenses and losses from the City's payment to the Professional Service Provider does not relieve the Professional Service Provider from the Terms of this condition nor bar the City from seeking alternative legal remedies.
  - c. **Unappropriated Funds.** If sufficient funds have not been appropriated to cover the estimated requirement of this Contract, the City may terminate this Contract. The City may terminate for unappropriated funds by serving the Professional Service Provider with a fourteen (14) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for unappropriated funds after performance by the Professional Service Provider has commenced, the termination date controls the final invoice by the Professional Service Provider for previous services under this Contract. The termination date controls all payment obligations of the City to the Professional Service Provider. Payment by the City to the Professional Service Provider upon termination for unappropriated funds constitutes full satisfaction for services rendered.



- d. **Convenience.** Termination for convenience does not necessitate a reason. The city may terminate for convenience by serving the Professional Service Provider with a seven (7) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for convenience, the termination date controls the final invoice by the Professional Service Provider for previous services under this Contract. The termination date controls all payment obligations of the City to the Professional Service Provider. Payment by the City to the Professional Service Provider upon termination for convenience constitutes full satisfaction for services rendered.
  - e. **Force Majeure.** A party shall not be held liable for failure of or delay in performing its obligations under this Contract if failure of delay is a result of an event of outside force, including a natural disaster, “Act of God”, act of war, act of terrorism, government sanction or strike that could not be foreseen or avoided by prudence. Once performance is delayed by this event of outside force, the non-performing party must make every reasonable attempt to minimize delay. Once performance has been delayed one-hundred and twenty (120) days, performance is considered impracticable due to impossibility, and either party may terminate this Contract.
- C. **Stop Work.** The City may, at any time by written order, require the Professional Service Provider to stop all or part of the services required by this contract. Upon receipt of such an order, the Professional Service Provider shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The City will pay for costs associated with suspension provided they are deemed reasonable by the City.

#### Article 4: Compensation

- A. **Price.** The City shall pay the Professional Service Provider for Services in accordance with the amounts set forth in the Offer. [Exhibit B] The maximum price stated on page 1 of this agreement may not be increased unless the City’s Project Manager is provided with supporting documentation to warrant a change, and if upon review and acceptance, a written change order is approved. All change orders shall be by written schedule on a City Change Order form [Exhibit D], and shall be attached as an amendment to this Contract.
- B. **Invoicing.** The Professional Service Provider shall submit an itemized invoice with all supporting documentation as required by the City. Supporting documentation may include, but is not limited to: a supporting schedule of hours worked making explicit the percentage of completion of services as of the date of the invoice; receipts for travel, postage, duplication, subcontracted services; supplier’s invoices to justify material mark-up; certified payroll; waivers of lien; and supplier’s invoices to justify material mark-up.
- C. **Invoice Submittals.** All invoices must be submitted directly to [AccountsPayable@stcharlesil.gov](mailto:AccountsPayable@stcharlesil.gov) and reference Purchase Order number. Invoices submitted in any other manner will result in a delay of payment.
- D. **Payment.** The City shall make all payments in accordance with the Illinois Local Government Prompt Payment Act or Professional Service Provider’s invoice, whichever is more favorable to the City.
  - a. **Schedule of Payment.** The City shall make all payments on the basis of approved invoices and supporting documents. The City shall use its best efforts to make payments within thirty (30) days after review and approval of the invoice. Each payment requires City Council’s approval of the Expenditure Approval List which occurs at publicly scheduled meetings.
  - b. **Non-Payment.** All invoices must be submitted to the City within two (2) months of the Professional Service Provider’s final performance on this Contract. The City shall not pay any invoices submitted in excess of two (2) months from the date of last service performed per this Contract.

#### Article 5: Duties

- A. **Consent and Approvals.** The City and the Professional Service Provider represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Contract and its contemplated undertakings.
- B. **Insurance.** The Professional Service Provider shall, during the entire term of this Contract, maintain, at a minimum, the insurance minimums as specified in the Solicitation and under the terms stipulated In Exhibit C.
- C. **Standard of Performance.** The Professional Service Provider warrants that the service provided, under the fully incorporated Contract, by the Professional Service Provider and any and all employees, agents, Professional Service Providers, or subcontractors is performed by individuals who are authorized under all applicable licenses and certifications, and who have completed the requisite training as required by industry standards, professional standards, manufacturers' requirements, and statute. Performance by these parties shall be with the degree, skill, care and diligence customarily required of a professional performing service of comparable scope, purpose and magnitude and in conformance with the applicable industry standards. The Professional Service Provider and its

employees, agents, Professional Service Providers, or subcontractors shall perform in strict compliance with the laws and regulations of the City, State, and federal government.

- D. Best Efforts.** The Professional Service Provider shall use its best efforts to assure timely and satisfactory rendering and completion of services under this Contract. The Professional Service Provider shall remain solely responsible for the professional and technical accuracy of all services and deliverables furnished, whether such service is rendered by the Professional Service Provider or others on its behalf including, and without limitation, subcontractors, employees, agents, manufacturers, suppliers, fabricators, and consultants. The Professional Service Provider is not to be relieved from its duty to use best efforts, pursuant to the Contract, by the City's review, approval, acceptance, or payment for any of the agreed to services. Any change to the character, form quality or extent of the Project shall be in writing on a City Change Order form [**Exhibit D**], and attached as an addendum to this Contract.
- E. Non-disclosure.** The Professional Service Provider, its employees, agents, consultants, or subcontractors may have access to the City's confidential information during performance of this Contract. Confidential information includes, but is not limited to, methods, processes, formulas, compositions, systems, techniques, computer programs, databases, research projects, resident identification and contact information, financial data, and other data. The Professional Service Provider shall not directly or indirectly use, disclose or disseminate confidential information to any third party for any purpose other than a purpose explicitly allowed for in this Contract and its integrated documents.
- F. No Duty.** The Professional Service Provider shall not imply any authority to act as an agent of the City. The Professional Service Provider's duties to the City are limited by express authorization under this Contract and by statute.
- G. Hold Harmless and Indemnification.**
- a. **Patents and Copyrights.** The Professional Service Provider warrants that all products used or provided in the fulfillment of this Contract will not infringe on any United States or foreign patent. Professional Service Provider shall indemnify the City against any and all judgments, decrees, legal fees, costs and expenses resulting from such alleged infringement. Professional Service Provider will, upon request of the City and at the Professional Service Provider's own expense, defend any suit or action which may be brought against the City by reason of any alleged infringement of any patent or copyright in the sale or use of products provided to the City by the Professional Service Provider.
  - b. **Loss and Liability.** The Professional Service Provider shall hereby defend and indemnify the City, its directors, agents, officers, employees, and elected officials from and against any and all liabilities, losses, claims, demands, damages, costs, fines, penalties, expenses, judgments, and settlements, including, but not limited to, reasonable attorneys' fees and costs of litigation, and any and all causes of action of any kind or character, that may be incurred as a result of bodily injury, sickness, death, or property damage or as a result of any other claim or suit arising out of or connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of any agent, employee, subcontractor, Professional Service Provider, or contractor hired to provide any goods or perform any services on behalf of the Professional Service Provider.

#### **Article 6: Policies**

- A. Illinois Freedom of Information Act.** The Professional Service Provider acknowledges the requirements of the Illinois Freedom of Information Act (FOIA). Professional Service Provider agrees to comply with all requests made by the City for public records (as defined in FOIA § 2(c)) in the undersigned's possession and/or their subcontractors/suppliers' possession.
- a. **Timeliness.** The Professional Service Provider shall provide the requested public records to the City within two (2) business days of the City's request.
  - b. **Free of Charge.** The Professional Service Provider agrees not to apply any costs or charge any fees to the City for the procurement of the requested records pursuant to a FOIA request.
  - c. **Hold Harmless.** Should the Professional Service Provider deny the City's request unlawfully or request that the City utilize a lawful exemption available under FOIA, Professional Service Provider agrees to pay any and all costs connected with the defense of the Professional Service Provider's denial. All costs include reasonable attorney and witness fees, filing fees and other expenses related to the defense of a complaint. The Professional Service Provider agrees to indemnify the City against any and all claims, costs, penalties, losses and injuries arising out of or relating to its failure to provide the requested public records to the City under this Contract.

**B. Discrimination Prohibited.**

- a. **Equal Employment Opportunity.** The Professional Service Provider shall comply with all rules and regulations pertaining to public contracts adopted by the State and the City. The City is an equal opportunity employer.
- b. **ADA.** The Professional Service Provider shall be in compliance with current applicable regulations of the Americans with Disabilities Act.

**Article 7: Changes to Contract**

- A. **Changes and Alterations.** Any changes or alterations to this Project affecting, inclusive of but not limited to: scope, cost, terms, milestones, deadlines or other significant factors shall be integrated in writing on a City of St. Charles Change Order form. **[Exhibit D]**
- B. **Extension or Renewal of Contract.** The City at its option may extend this Contract for an additional to be determined term if the Professional Service Provider either reduces his price, or holds firm to the proposal prices, conditions and specifications.
- C. **Assignment.** The Professional Service Provider shall not assign, transfer, or subcontract this Contract, in whole or in part, without prior written consent of the City.
- D. **Notification.** All notification under this Contract shall be made as follows:
  - a. **If to the City**  
City of St. Charles  
Attn: Procurement Division  
2 East Main Street  
St. Charles, IL 60174  
Email: [Procurement@stcharlesil.gov](mailto:Procurement@stcharlesil.gov)
  - b. **With electronic copies to**  
Procurement Division: [Procurement@stcharlesil.gov](mailto:Procurement@stcharlesil.gov)  
Project Manager: Allen Fennell: [afennell@stcharlesil.gov](mailto:afennell@stcharlesil.gov)
  - c. **If to the Professional Service Provider**  
**TPI Building Code Consultants Inc**  
Attn: \_\_\_\_\_  
321 Spruce Street  
South Elgin, IL 60177  
Email: [tpil@tpibcc.com](mailto:tpil@tpibcc.com)  
Phone: (630)443-1567

**Article 8: Applicability**

- A. **Other Entity Use.** The Professional Service Provider may, upon mutual agreement with any municipality or governmental unit, permit that unit to participate in this Contract for substantially similar consulting services under the same or more favorable price, terms and conditions.
- B. **Waiver.** Any failure of either the City or the Professional Service Provider to strictly enforce any terms, right, or condition of this Contract, whether implied or expressed, shall not be construed as a waiver of such term right or condition.
- C. **Severability.** If any provision of this Professional Service Provider is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this Contract, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.
- D. **Governing Jurisdiction.** The parties agree that any disputes, disagreements, or litigation arising from this Contract, between or amongst them, will be heard and resolved exclusively in the courts of the 16<sup>th</sup> Judicial Circuit, Kane County, Illinois.
- E. **Governing Law.** The parties agree that the laws of the State of Illinois govern this Contract.



In Witness Whereof, the parties have entered into this Contract upon the latter of the date accepted and signed by the City and the date accepted and signed by the Professional Service Provider.

**For: City of St. Charles**

By: \_\_\_\_\_  
Project Manager – Allen Fennell

ATTEST \_\_\_\_\_

DATE \_\_\_\_\_

**For: Professional Service Provider**

*If an Individual*

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

*If a Partnership*

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Partner

*If a Corporation*

By: \_\_\_\_\_  
Signature of person authorized to sign

\_\_\_\_\_  
Title

ATTEST \_\_\_\_\_

*If a Joint Venture*

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

DATE \_\_\_\_\_

# T.P.I. Building Code Consultants, Inc.

## Professional Residential & Commercial Plan Review and Inspection Services

### Fee Schedule

#### Inspection/In-house Hourly Rates

- a. Minimum 1 Hour and 1 Hour travel time
- b. If greater than 4 hours/day, no travel time will be charged.
- c. Same inspector can perform Building, Electrical and Mechanical Inspections; when available Licensed Plumber who is also a multi-disciplined inspector may be utilized.
- d. In-house building official/plan examiner performs small permit plan reviews only. All other plan reviews to be done through T.P.I. office. See rates below.

Type	Hourly Normal Business Days	After hours M-F and Saturdays until 5pm	After 5pm Saturdays, Sundays, & Holidays
<b>Plumbing Inspector</b>	\$80.00 or \$50.00/Inspection minimum 2/day	\$120.00	\$160.00
<b>Building, Electrical, Mechanical Inspector</b>	\$84.00	\$126.00	\$168.00
<b>Property Maintenance</b>	\$65.00	N/A unless requested; fee to be determined	N/A
<b>Permit Tech</b>	\$65.00	NA	N/A
<b>Sanitary/Health Inspections</b>	\$90.00	N/A	N/A

#### Plan Review Fee Schedule- Electronic or Hard Copy

##### One and Two-Family Dwellings (*plumbing not included*)

- a. \$425.00 per dwelling unit
- b. Expedited plan reviews are offered as our resources permit and are performed for an additional fee of 50% of the original review.
- c. Re-reviews are 50% of original review.

#### Plumbing Plan Reviews

- a. All re-reviews will be charged per the fee schedule below.

Type of Building	Base Price	Each Additional Fixture or Waste Opening
<b>Single Family</b>	\$60.00	\$2.00
<b>Commercial &amp; Multi-Family</b>	\$100.00	\$4.00

# T.P.I. Building Code Consultants, Inc.

## Professional Residential & Commercial Plan Review and Inspection Services

### Small Permit Plan Review Program

- a. 4 days or less turnaround time.
- b. Electronic or hard copy accepted.

Fee	Type
<b>80.00 each</b>	Prefab fireplace, furnace/AC, residential driveway
<b>\$100.00 each</b>	Residential electric service upgrade, fence, masonry fireplace, patio
<b>\$125.00 each</b>	Pergola
<b>\$150.00 each</b>	Deck, shed, pool, front porch
<b>\$200.00 each (excludes plumbing)</b>	Bathroom finish, electric car charging station, outdoor kitchen

### Industrial, Commercial, and Multi-Family Structures- Electronic or Hard Copy

- a. Specific areas of plan examination include the disciplines of building, mechanical, electrical, energy, and accessibility standards.
- b. All Re-reviews are done at 50% of original fee.
- c. 5 business day expedited plan reviews are offered as our resources permit and are performed for an additional fee of 50% of the original review.

Gross Floor Area	Base Building	Base Building and up to two other disciplines	Base Building and up to three other disciplines
<b>UP TO 2,500 SF</b>	\$400.00	\$483.00	\$661.50
<b>2,501 TO 4,000 SF</b>	\$446.25	\$603.75	\$808.50
<b>4,001 TO 5,000 SF</b>	\$556.50	\$724.50	\$945.00
<b>5,001 TO 7,500 SF</b>	\$630.00	\$882.00	\$1092.00
<b>7,501 TO 10,000 SF</b>	\$693.00	\$918.75	\$1234.00
<b>OVER 10,000 SF</b>	\$761.25+ \$14.70 PER1,000 SF OVER 10,000 SF	BLDG FEE x 1.5	BLDG FEE x 2.0

Additional Reviews	Fee
<b>Commercial Kitchen &amp; Food Processing areas</b>	\$425.00 per 1000 SF of such areas
<b>Hazardous Areas</b>	\$425.00 per 1000 SF of such areas
<b>Restaurant Mechanical Hood &amp; Duct System</b>	\$285.00 for 1 <sup>st</sup> hood, each additional hood reviewed at same time and within same building/unit, add \$115.00

Sanitary Reviews	Fee
<b>New Facility</b>	\$450.00
<b>Remodel Plan Review</b>	\$550.00



# T.P.I. Building Code Consultants, Inc.

## Professional Residential & Commercial Plan Review and Inspection Services

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### Fire Plan Reviews

#### Sprinkler Systems

- a. Re-reviews are 50% off original review fees above if initial review performed by T.P.I. for office and mall tenant areas that have had the base building typical tenant area system previously reviewed by our office.
- b. Additional fees may apply for dry-pipe and pre-actions systems.

Fee is based on the total number of sprinklers

Number of Sprinklers	Plan Review Fee NFPA 13 & 13R
1 to 20 <i>(minimum fee)</i>	\$200.00
21 to 100	\$405.00
101 to 200	\$575.00
201 to 300	\$650.00
301 to 500	\$975.00
Over 500	\$975.00 plus \$0.95 per sprinkler over 500

Number of Sprinklers	Plan Review Fee NFPA 13D
1 to 25 <i>(minimum fee)</i>	\$175.00
26 to 50	\$205.00
51-100	\$225.00
over 100	\$225.00 plus \$1.05 per sprinkler over 100

#### Fire Detection and Alarm Systems

- a. Basic fee for a complete system: \$0.016 per square foot of total building area.
- b. Partial systems: \$0.009 per square foot of total building area for systems that do not contain a total building area detection system.
- c. Partial System: \$0.004 per square foot of total building area for supervisory protection of the sprinkler systems and duct detection.
- d. Minimum review fee of \$155.00.

#### Standpipe Systems

- a. Basic Fee: \$200.00 per Standpipe.
- b. No charge for standpipes that are part of a total building sprinkler system.

# T.P.I. Building Code Consultants, Inc.

## Professional Residential & Commercial Plan Review and Inspection Services

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### Clean Agent Suppression Systems

- a. The fee is based on cubic feet in this instance as the number of nozzles and the size of the tank to be used are determined by cubic feet.

Cubic Footage of Protection Area	Fee
0 to 5,000	\$445.00
5,001 to 10,000	\$575.00
Over 10,000	\$575.00 plus \$.05 per cubic foot over 10,000

### Restaurant Wet Chemical Systems

Number of Nozzles	Fee
1 to 15	\$275.00
16 to 30	\$375.00
31 to 50	\$485.00
over 50	\$485.00 plus \$8.00 per nozzle over 50
Each additional hood system reviewed at the same time within the same building and unit	Add \$115.00

### Subdivision Design Reviews for Fire Department Access, Water Main Sizing, and Hydrant Layout

- a. Reviews are performed at an hourly rate of \$93.00 per hour.
- b. Plans requiring a second review are invoiced at 50% of the hourly rate.
- c. Minimum review fee is \$155.00.

### Fire Pumps

- a. \$205.00 per system.

### Life Safety Plan Reviews

- a. The fee is based on the total square footage of the building.
- b. Basic fee: \$0.005 per sq. ft. of the total building area.
- c. Minimum fee of \$170.00.
- d. For special buildings, add 50% to the base fee.
- e. No additional charge for typical floors of a building.
- f. Plans requiring a second review are invoiced at 50% of the primary review.