



PETITION FOR ANNEXATION APPLICATION

For City Use	
Project Name:	_____
Project Number:	_____ -PR- _____
Cityview Project Number:	_____

<i>Received Date</i>

- *File this application to request annexation of property located outside of the City of St. Charles corporate limits.*
- *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.*

1. Property Information:	Location:	
	Parcel Number (s):	
	Proposed Subdivision Name:	
2. Applicant Information:	Name:	Phone:
	Address	Email:
3. Record Owner Information:	Name:	Phone:
	Address:	Email:

4. 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:** \$500 for Annexation of Property; Additional \$500 when an Annexation Agreement is proposed
- ❑ **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.
- ❑ **ANNEXATION PETITION:** Complete Form #1 for Electors or Form #2 for No Electors.
- ❑ **PLAT OF ANNEXATION:** One (1) full size copy, one (1) 11" by 17", and PDF electronic file emailed to: cd@stcharlesil.gov. The Plat shall contain the following information:
 - Survey of property to be annexed
 - Legal description of property to be annexed
 - Present corporate limits
 - Number of acres to be annexed
 - Name and address of person who prepared plat
 - Indicate that the new boundary shall extend to the far side of any adjacent highway and shall include all of every highway within the area annexed.
 - Certificate for signature by Mayor and the City Clerk as follows:

This is to certify that this Accurate Map of Territory Annexed is identified as that incorporated into and made a part of the City of St. Charles Ordinance No. _____ adopted by the City Council of said City on the _____ day of _____, 20____.

By: _____ Attest: _____
Mayor City Clerk

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

Record Owner Date

Applicant or Authorized Agent Date

CITY OF ST. CHARLES
REIMBURSEMENT OF FEES AGREEMENT

I. Owner:

Owner of Property:

Date:

Owner's Address:

Owner's Phone Number:

If Owner is a Land Trust, the names and addresses of the beneficiaries of the Trust:

II. Person Making Request (Petitioner/Applicant):

Name of Petitioner/Applicant:

Petitioner's/Applicant's Address:

Petitioner's /Applicant's Phone Number:

III. Location of Property:

General Location of Property:

Acreage of Parcel:

Permanent Index Number(s):

Legal Description (attach as Exhibit A)

IV. Reimbursement of Fees:

If the City determines, in its sole and exclusive discretion, that it is necessary to obtain professional services, including, but not limited to, attorneys; engineers; planners; architects; surveyors; court reporters; traffic, drainage or other consultants, and/or to incur costs related to any required notices or recordations, in connection with any Petition or Application filed by the Petitioner/Applicant, then the Petitioner/Applicant and Owner shall be jointly and severally liable for the payment of such professional fees and costs, as shall actually be incurred by the City.

The City Administrator is hereby authorized to assign the above described services to the City staff or to consultants, as they deem appropriate. When the City staff renders any services contemplated by this agreement, then in such case the City shall be reimbursed for its cost per productive work hour for each staff person providing said services.

At the time the Petitioner/Applicant requests action from the City, he shall deposit the following amounts with the City as an initial deposit to collateralize the obligation for payment of such fees and expenses:

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

As the review proceeds, the City shall deduct incurred expenditures and costs from the funds deposited. If the remaining deposit balance falls below \$500.00, the petitioner/applicant, upon notice by the City, shall be required to replenish the deposit to its original amount. The Petitioner/ Applicant shall replenish the deposit amount within fifteen (15) days of receipt of an invoice directing the replenishment of said deposit. Failure to remit payment within fifteen (15) days will cause all reviews to cease.

A petitioner/applicant who withdraws his petition or application may apply in writing to the Director of Community Development for a refund of his initial deposit. The City Administrator may, in his sole discretion, approve such refund less any actual fees and costs, which the City has already paid or incurred relative to the Petition or Application.

Upon the failure to the Petitioner/Applicant or Owner to reimburse the City in accordance with this Agreement, no further action shall be undertaken on any Petition or Application by the Mayor and City Council, or by any other official or quasi-deliberations, the granting of any relief or approvals, and the execution or recording of any documents, until all such outstanding fees are paid in full and/or the initial deposit is restored to its full amount. Further, the City may deny any application for a grading, building or other permit if such amounts have not been paid in full.

Upon any failure to reimburse the City in accordance with this section, the City may in its discretion, apply any or all of the initial deposit to the outstanding balance due and/or elect to place a lien against any real property associated with the Petitioner/Applicant's Petition or Application. In the event such amounts are not paid in full within sixty (60) days after the date when the statement of such amounts due is delivered or deposited in the U.S. mail by the City, such amounts due shall be deemed delinquent and finance charges in accordance the City's policy for accounts receivable shall be added to the amount due until such amount due, including all delinquency charges, is received by the City. Said lien shall be in an amount equal to the outstanding amount owed to the City.

The remedies available to the City as set forth hereinabove are non-exclusive and nothing herein shall be deemed to limit or waive the City's right to seek relief of such fees against any or all are responsible parties in a court of competent jurisdiction.

Any remaining balance of funds deposited pursuant to this Agreement shall be refunded upon the later occurring of the following events: completion of City deliberation on the petition or application, recordation of all necessary documents associated with the petition or application, or issuance of a building permit upon the real property in question.

BY SIGNING BELOW, THE PETITIONER/APPLICANT AND OWNER ACKNOWLEDGE THAT EACH OF THEM HAS READ THE FOREGOING PARAGRAPHS AND EACH OF THEM FULLY UNDERSTANDS AND AGREES TO COMPLY WITH THE TERMS SET FORTH HEREIN. FURTHER, BY SIGNING BELOW, EACH SIGNATORY WARRANTS THAT HE/SHE/IT POSSESSES FULL AUTHORITY TO SO SIGN.

THE PETITIONER/APPLICANT AND OWNER AGREE THAT PETITIONER/APPLICANT AND OWNER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR PAYMENT OF FEES REFERRED TO IN APPLICABLE SECTIONS OF THE ORDINANCES OF THE CITY OF ST. CHARLES, AND AS SET FORTH HEREIN.

City of St. Charles

Petitioner/Applicant

By: _____
City Administrator

Owner

Attest

Date:

Date:

**OWNERSHIP DISCLOSURE FORM
PARTNERSHIPS**

STATE OF ILLINOIS)
) SS.
KANE COUNTY)

I, _____, being first duly sworn on oath depose and say that I am a
General Partner of _____, an Illinois
(General) (Limited) Partnership and that the following persons are all of the partners thereof:

_____	(General)(Limited) Partner
_____	(General)(Limited) Partner
_____	(General)(Limited) Partner
_____	(General)(Limited) Partner
_____	(General)(Limited) Partner
_____	(General)(Limited) Partner

By: _____ (General)(Limited) Partner

Subscribed and Sworn before me this _____ day of
_____, 20 _____.

Notary Public

**OWNERSHIP DISCLOSURE FORM
CORPORATION**

STATE OF ILLINOIS)
) SS.
KANE COUNTY)

I, _____, being first duly sworn on oath depose and say that I am the
_____ of _____, an (Illinois)
(_____) Corporation and that the following persons are all of the shareholders of 7%
or more of the common stock of said Corporation:

_____	_____
_____	_____
_____	_____
_____	_____

BY: _____

TITLE: _____

Subscribed and Sworn before me this _____ day of
_____, 20 _____.

Notary Public

**OWNERSHIP DISCLOSURE FORM
LAND TRUST**

STATE OF ILLINOIS)
) SS.
KANE COUNTY)

I, _____, being first duly sworn on oath depose and say that I am
Trust Officer of _____, and that the following
persons are all of the beneficiaries of Land Trust No. _____:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By: _____, Trust Officer

Subscribed and Sworn before me this _____ day of
_____, 20 _____.

Notary Public

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

STATE OF ILLINOIS)
) SS.
KANE COUNTY)

I, _____, being first duly sworn on oath depose and say that I am
Manager of _____, an Illinois Limited Liability
Company (L.L.C.), and that the following persons are all of the members of the said L.L.C.:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By: _____, Manager

Subscribed and Sworn before me this _____ day of
_____, 20 _____.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

BEFORE THE MAYOR AND CITY COUNCIL
OF THE CITY OF ST. CHARLES, ILLINOIS

PETITION FOR ANNEXATION

The undersigned Petitioners hereby respectfully petition to annex to the City of St. Charles, Kane and DuPage Counties, Illinois, the territory described as follows:

See Exhibit "A" attached hereto and made a part hereof

Commonly know as: _____

Parcel Number(s): _____

And under oath state as follows:

1. The undersigned Petitioners include all of the owners of record of the territory hereinbefore described and at least fifty-one (51) per cent of the electors residing therein, and said Petitioners have executed this Petition as such owners and electors, respectively.
2. The territory hereinbefore described is not within the corporate limits of any municipality.
3. The territory hereinbefore described is contiguous to the City of St. Charles, Kane and DuPage Counties, Illinois.

WHEREFORE, Petitioner(s) respectfully request(s) that the corporate authorities of the City of St. Charles, Kane and DuPage Counties, Illinois, annex the territory hereinbefore described to said City in accordance with the provisions of the Petition and in accordance with law.

The undersigned petitioner(s) and elector(s), being first duly sworn on oath, state(s) that the statements set forth in the petition for annexation above are true and correct.

Dated this _____ day of _____, 20_____.

OWNER(S)

Subscribed and sworn to
Before me this _____
Day of _____, 20__

Notary Public

ELECTOR(S)

Subscribed and sworn to
Before me this _____
Day of _____, 20__

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

BEFORE THE MAYOR AND CITY COUNCIL
OF THE CITY OF ST. CHARLES, ILLINOIS

PETITION FOR ANNEXATION

The undersigned Petitioners hereby respectfully petition to annex to the City of St. Charles, Kane and DuPage Counties, Illinois, the territory described as follows:

See Exhibit "A" attached hereto and made a part hereof

Commonly know as: _____

Parcel Number(s): _____

And under oath state (s) as follows:

1. Your undersigned Petitioner (s) is (are) the sole owner (s) of record of the territory hereinbefore described, and *have) (has) also executed this Petition as such owner.
2. The territory hereinbefore described is not within the corporate limits of any municipality.
3. The territory hereinbefore described is contiguous to the City of St. Charles, Kane and DuPage Counties, Illinois.
4. There are no electors residing within the territory hereinbefore described.

WHEREFORE, Petitioner(s) respectfully request(s) that the corporate authorities of the City of St. Charles, Kane and DuPage Counties, Illinois, annex the territory hereinbefore described to said City in accordance with the provisions of the Petition and in accordance with law.

The undersigned petitioner(s) and elector(s), being first duly sworn on oath, state(s) that the statements set forth in the petition for annexation above are true and correct.

Dated this _____ day of _____, 20_____.

OWNER(S)

Subscribed and sworn to
Before me this _____
Day of _____, 20__

Notary Public