



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to approve a Resolution authorizing the Mayor and City Clerk to execute amendment to an Economic Development Incentive Agreement between City of St. Charles and St. Charles Chrysler Dodge Jeep, Inc. (1611 East Main St.)

Presenter: Chris Aiston

Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development (7/8/13)		City Council

Estimated Cost: NA Budgeted: YES NO

If NO, please explain how item will be funded:

Executive Summary:

On August 20, 2012, the City of St. Charles entered into an economic development incentive agreement with St. Charles Chrysler Dodge Jeep, Inc., supporting the dealership's initiative to establish a fleet sales enterprise in St. Charles through purchasing additional property at Tyler Road and Production Drive and making certain improvements to said property and at its existing dealership on East Main Street.

Per the agreement, the aforesaid "certain improvements" include constructing a parking lot on Lot 1 of the Tyler-Production Subdivision. Since the agreement was executed, however, the dealership has determined that the subject parking lot would be better placed on Lot 2 in this subdivision. By doing so, Lot 1, located at the southeast corner of Tyler Road and Production Drive, will become available for a potential, higher and better use (e.g., a new commercial or office building). From an economic development perspective, staff sees the merit to and would recommend this proposed change.

The dealership has submitted the required plans to undertake the parking lot construction on Lot 2 of Tyler-Production Subdivision, and staff is reviewing said plans accordingly. However, the City must first approve an amendment to the original agreement to release the dealership from its obligation to build the parking lot on Lot 1 and allow for the lot to be built on Lot 2. No other terms of the original agreement are affected by this proposed amendment and shall remain in force.

Attachments: (please list)

Resolution; First Amendment to Agreement; Plat of Subdivision depicting Lots 1 and 2

Recommendation / Suggested Action (briefly explain):

Recommendation to approve a Resolution authorizing the Mayor and City Clerk to execute amendment to an Economic Development Incentive Agreement between City of St. Charles and St. Charles Chrysler Dodge Jeep, Inc. (1611 East Main St.).

For office use only

Agenda Item Number: 4a

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to
Execute a Certain First Amendment to Agreement –
St. Charles Chrysler Dodge Jeep, Inc.**

**Presented & Passed by the
City Council on _____**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute that certain Agreement, in substantially the form attached hereto and incorporated herein as Exhibit "A", by and on behalf of the City of St. Charles.

Presented to the City Council of the City of St. Charles, Illinois this ____ day of _____, 2013.

Passed by the City Council of the City of St. Charles, Illinois this ____ day of _____ 2013.

Approved by the Mayor of the City of St. Charles, Illinois this ____ day of _____, 2013.

Mayor Raymond P. Rogina

ATTEST: _____
City Clerk

COUNCIL VOTE:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

FIRST AMENDMENT TO
AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (the "First Amendment") is made and entered into as of the ____ day of _____, 2013, by and between the City of St. Charles, Kane and DuPage Counties, Illinois, an Illinois municipal corporation (the "City") and Al Piemonte Cadillac, Inc., d/b/a St. Charles Chrysler Dodge Jeep, Inc., an Illinois corporation (the "Company"; the City and the Company being sometimes hereinafter referred to individually as "Party" and collectively as the "Parties").

RECITALS

WHEREAS, the City and the Company have previously entered into an Agreement dated _____, 2012, (the "Original Agreement"); and

WHEREAS, the Original Agreement provided that Company would construct the Project (as defined therein) as described in Exhibit "B" attached to the Original Agreement; and

WHEREAS, said Exhibit "B" shows the Project being constructed on Lot 1 of Additional Site (as defined therein); and

WHEREAS, the Company now desires to construct the Project on Lot 2 of the Additional Site, rather than on Lot 1; and

WHEREAS, the City is willing to agree to such change pursuant to the terms and condition set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, and for other good and valuable consideration, the adequacy and sufficiency of which the Parties hereby stipulate, the Parties hereby agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are material to this First Amendment and are hereby incorporated into and made a part of this First Amendment as though they were fully set forth in this Section 1, and this First Amendment shall be construed in accordance therewith.

Section 2. Integration of First Amendment. The provisions of this First Amendment shall be deemed by the Parties to be fully integrated into the Original Agreement. The Original Agreement shall remain in full force and effect except to the extent that it is expressly modified by the terms of this First Amendment. Should any provision of the Original Agreement conflict with any provision of this First Amendment, the provisions of this First Amendment shall control.

Terms capitalized in this First Amendment and not otherwise defined herein shall have the meanings ascribed to those terms in the Original Agreement. Terms defined and capitalized herein shall have the meanings ascribed to those terms in this First Amendment and, to the extent such terms are also defined terms in the Original Agreement, the definitions of those terms as herein provided shall be deemed to control the interpretation of those terms in the Original Agreement.

Section 3. Modifications to Original Agreement. The description of the Project attached to the Original Agreement as Exhibit “B” is hereby modified and replaced with the description attached to this First Amendment as Exhibit “A” attached hereto and incorporated herein.

Section 4. Severability. If any provision, covenant, agreement or portion of this First Amendment, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provision, covenant, agreement or portion of this First Amendment and, to that end, all provisions, covenants, agreements or portions of this First

Amendment are declared to be severable.

Section 5. Counterparts. This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

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

CITY OF ST. CHARLES, an Illinois
municipal corporation

By: _____
Mayor

ATTEST:

City Clerk

AL PIEMONTE CADILLAC, INC., d/b/a St.
Charles Chrysler Dodge Jeep, Inc., an Illinois
corporation

By: _____

ATTEST:

Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

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

Given under my hand and Notarial Seal this _____ day of _____, 2013.

Notary Public

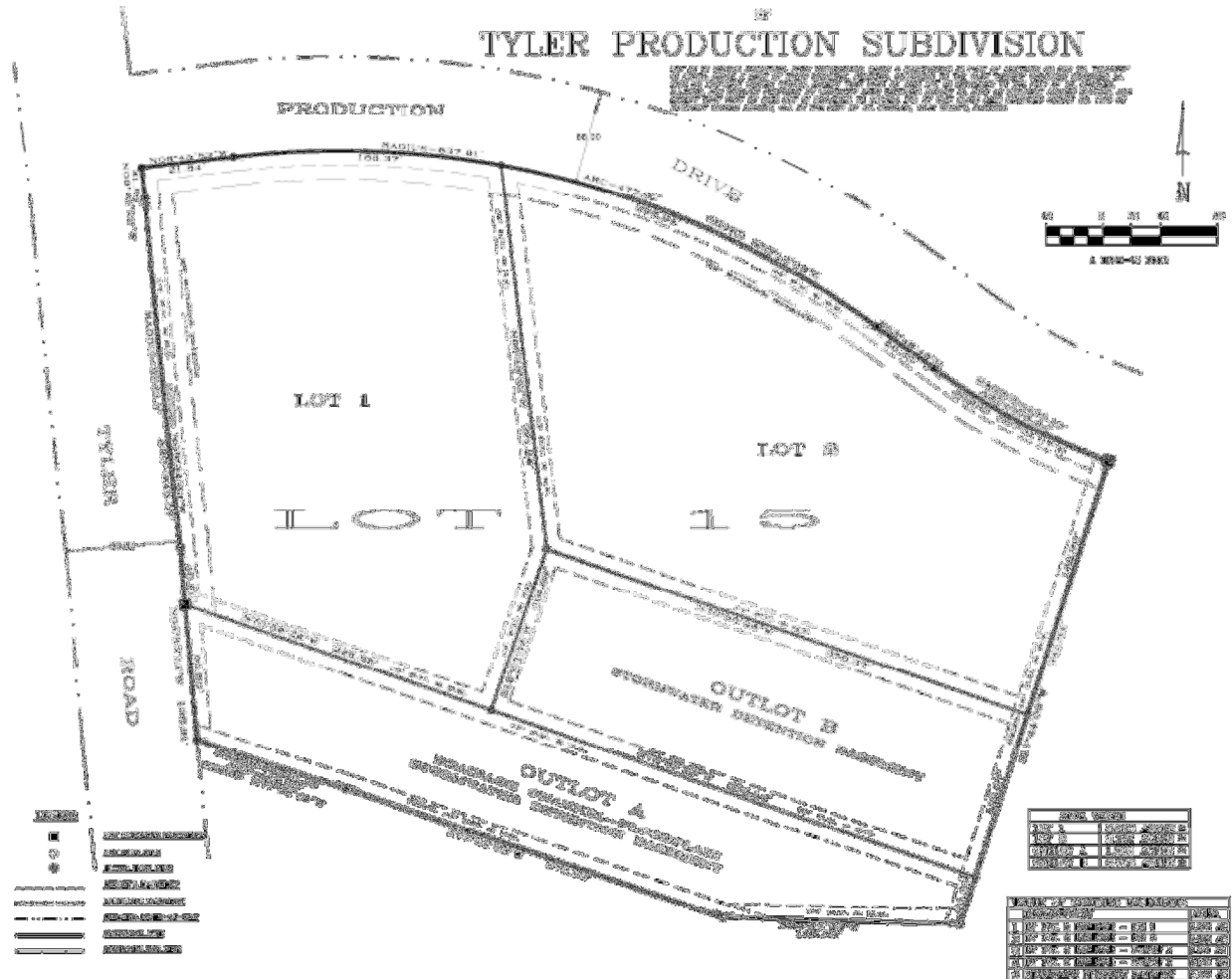
STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

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

Given under my hand and Notarial Seal this _____ day of _____, 2013.

Notary Public

FINAL PLAN OF SUBDIVISION
 OF
 TYLER PRODUCTION SUBDIVISION



Symbol	Description
—	Proposed boundary
- - -	Proposed easement
⋯	Proposed right-of-way
⋯	Proposed utility
⋯	Proposed drainage
⋯	Proposed fence
⋯	Proposed survey

Area	Area
LOT 1	1.0000
LOT 2	1.0000
LOT 15	1.0000
OUTLOT A	0.1000
OUTLOT B	0.1000

Section	Area
1	1.0000
2	1.0000
3	1.0000
4	1.0000
5	1.0000
6	1.0000
7	1.0000
8	1.0000
9	1.0000
10	1.0000
11	1.0000
12	1.0000
13	1.0000
14	1.0000
15	1.0000
16	1.0000
17	1.0000
18	1.0000
19	1.0000
20	1.0000