

AGENDA
ST. CHARLES CITY COUNCIL MEETING
DONALD P. DEWITTE, MAYOR

MONDAY, APRIL 15, 2013 – 7:00 P.M.
CITY COUNCIL CHAMBERS
2 E. MAIN STREET

1. **Call to Order.**
2. **Roll Call.**
3. **Invocation.**
4. **Pledge of Allegiance.**
5. **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.
- *6. Motion to accept and place on file minutes of the Public Hearing (SSA 1A) held on April 1, 2013, minutes of the Public Hearing (SSA 1B) held on April 1, 2013, and minutes of the regular City Council meeting held on April 1, 2013.

I. New Business

- A. Motion to approve a proclamation declaring April 26, 2013 as Arbor Day in the City of St. Charles.
- B. Motion to approve a **Resolution** Providing for the Adoption of the City of St. Charles Annual Budget for Fiscal Year 2013/2014.
- C. Motion to accept and place on file Plan Commission Resolution No. 10-2013 A Resolution Recommending Approval of a Final Plat of Subdivision (Lexington Club PUD).
- D. Motion to approve an **Ordinance** Approving the Final Plat of Subdivision for Lexington Club PUD.
- E. Recommendation to approve an **Ordinance** Authorizing the Purchase of Certain Property for Corporate Purposes by the City of St. Charles and Related Matters - 119 North Third Street.

II. Committee Reports

A. Government Operations

- *1. Motion to accept and place on file minutes of the Government Operations Committee meeting held on April 1, 2013.
- 2. Motion to approve a Class B6 liquor license for Volpe Restaurant to be located at 210 Cedar Street, St. Charles (former Isacco Kitchen).
- 3. Motion to approve a Class B2 liquor license for Macarena Tapas to be located at 1890 W Main Street, St. Charles (former Fat Rosie's Restaurant).
- 4. Motion to approve a lane closure on Illinois Street Bridge for Ducky Derby Drop and use of amplification for a loudspeaker device.
- *5. Motion to approve a contract with Sentinel to complete the Telephone System Upgrade Project.

B. Government Services

None.

C. Planning and Development

- 1. Motion to approve a Class A1 liquor license for K-Square Express, Inc. d/b/a One Stop Liquors located at 1401 Prairie Street, St. Charles.
- *2. Motion to accept and place on file Corridor Improvement Commission Resolution No. 1-2013 A Resolution Recommending Approval of a Corridor Improvement Grant Application (116 State Avenue-Lou Little).
- *3. Motion to approve a Corridor Improvement Agreement for 116 State Avenue (Lou Little).
- *4. Motion to accept and place on file Corridor Improvement Commission Resolution No. 2-2013 A Resolution Recommending Approval of a Corridor Improvement Grant Application (108 S. Second Street-Doc Morgan).
- *5. Motion to approve a Corridor Improvement Agreement for 108 S. Second Street (Doc Morgan).
- *6. Motion to accept and place on file Corridor Improvement Commission Resolution No. 3-2013 A Resolution Recommending Approval of a Corridor Improvement Grant Application (203 Illinois Avenue-Wilson Travel).
- *7. Motion to approve a Corridor Improvement Agreement for 203 Illinois Avenue (Wilson Travel).
- *8. Motion to accept and place on file Plan Commission Resolution No. 6-2013 A Resolution Recommending Approval of a Final Plat of Subdivision (Boulder Heights Subdivision-802 S. 5th Ave.).
- *9. Motion to approve an **Ordinance** Approving the Final Plat of Subdivision for Boulder Heights Subdivision (802 S. 5th Ave.)
- *10. Motion to accept and place on file Plan Commission Resolution 9-2013 A Resolution Recommending Approval of an Amendment to Special Use for a Planned Unit Development and PUD Preliminary Plan – Tyler and Rt. 64 Business Park (St. Charles Chrysler, Jeep and Dodge).

- *11. Motion to approve an **Ordinance** Amending Ordinance 2004-Z-14, “An Ordinance Granting a Special Use as a Planned Unit Development (Tyler & Rt. 64 Business Park)” to reduce the required front yard setback and approve a revised PUD Preliminary Plan (St. Charles Chrysler, Jeep, and Dodge at 1611 E. Main Street).
- *12. Motion to accept and place on file minutes of the April 8, 2013 Planning & Development Committee meeting.

D. Additional Items from Mayor, Council, Staff, or Citizens

E. Adjournment

**MINUTES FROM THE PUBLIC HEARING OF THE ST. CHARLES CITY COUNCIL
HELD ON MONDAY, APRIL 1, 2013 – 6:55 P.M.
CITY COUNCIL CHAMBERS, IN THE CITY COUNCIL CHAMBERS
2 E. MAIN STREET ST. CHARLES, IL 60174**

1. Call To Order By Mayor Donald DeWitte At 6:55 P.M.

2. Roll Call.

Present: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis

Absent: None

3. Proposed Ordinance Expanding Special Service Area 1A.

- Mayor DeWitte stated the following:
 - These public hearings tonight concern the Dunham Hunt House property owned by the City and is currently being marketed for sale. Staff is proposing to add the property to Special Service Area 1A (downtown parking) and 1B (downtown revitalization) to enable the building to be occupied by a future user without requiring any additional parking be provided on the property. Properties located in both SSAs are exempt from providing dedicated on-site parking and are able to utilize public parking within the downtown to meet the off-street parking requirements of the Zoning Ordinance. The property is contiguous to both SSAs and is directly across the street from a parking lot with public parking. Reducing or eliminating the need for parking at the site will improve the marketability of the property for sale. Additionally, minimizing on-site parking will help retain the historic residential character of the property. A notice of these hearings was published in the Kane County Chronicle on, March 14, 2013.
 - That being said, I hereby convene the public hearing to consider the proposed ordinances for expanding Special Service Areas 1A and 1B. Tonight we will take public comment from all interested persons concerning the expansion of Special Service Areas 1A and 1B.
 - At this time, we will have a short presentation from the City staff.
- Rita Tungare explained that state statute requires that this motion would be placed on the City Council agenda on June 3, 2013 due to state statutes.
- Council Comment – NONE
- Public Comment – NONE
- Written Comments -- NONE

4. Adjournment

Motion By Stellato, seconded by Carrignan, to adjourn meeting.

VOICE VOTE

UNANIMOUS

MOTION CARRIED

Meeting adjourned at 6:58 P.M.

Nancy Garrison, City Clerk

CERTIFIED TO BE A TRUE COPY OF ORIGINAL

Nancy Garrison, City Clerk

**MINUTES FROM THE MEETING OF THE ST. CHARLES CITY COUNCIL
HELD ON MONDAY, APRIL 1, 2013 – 7:00 P.M.
CITY COUNCIL CHAMBERS, IN THE CITY COUNCIL CHAMBERS
2 E. MAIN STREET ST. CHARLES, IL 60174**

1. Call To Order By Mayor Donald DeWitte At 7:01 P.M.

2. Roll Call.

Present: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis

Absent: None

3. Invocation Alder. Payleitner.

4. Pledge of Allegiance.

5. Presentations:

Recognize achievements of Eagle Scout Matthew Smith – Boy Scout Troop 1 and Eagle Scout Joshua Samuels – Boy Scout Troop 13.

2013 St. Patrick's Day Parade Awards (presented by Lynn Schwarz) :

Children's Showcase:

3rd Place – Geneva Cyclones Hockey Club

2nd Place – Lincoln Elementary School Girl Scouts

1st Place – Wild Rose Girl Scout Troop

Not for Profit:

3rd Place – Kiwanis Club of St. Charles

2nd Place – Lazarus House

1st Place – St. Charles Congregational United Church of Christ

Business Showcase:

3rd Place – First State Bank

2nd Place – JP Jewelers

1st Place – The Filling Station Pub & Grill

Best of Show:

Marquee Youth Stage

6. Motion by Martin, seconded by Krieger to approve the Omnibus Vote as presented.

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED

- *7. Motion by Martin, seconded by Krieger to accept and place on file minutes of the regular City Council meeting held on March 18, 2013.**

ROLL CALL VOTE: AYE: Stellato, Monken, Carrigan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *8. Motion by Martin, seconded by Krieger to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 3/11/13 – 3/22/13 in the amount of \$5,235,263.15.**

ROLL CALL VOTE: AYE: Stellato, Monken, Carrigan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

I. New Business

- A. Mayor DeWitte read the proclamation honoring James Stombres as 2013 Elgin Youth Symphony Orchestra Music Educator of the Year.

- B. Motion by Carrigan, seconded by Monken to approve a proclamation declaring April 2013 as National Fair Housing Month in the City of St. Charles.

VOICE VOTE UNANIMOUS MOTION CARRIED

II. Committee Reports

A. Government Operations

- *1. Motion by Martin, seconded by Krieger to accept and place on file minutes of the Government Operations Committee meeting held on March 18, 2013.

ROLL CALL VOTE: AYE: Stellato, Monken, Carrigan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *2. Motion by Martin, seconded by Krieger to approve an Ordinance 2013-M-21 Amending Title 2 “Administration and Personnel,” Chapter 2.33 “Office of Purchasing,” of the St. Charles Municipal Code.

- *3. Motion by Martin, seconded by Krieger to accept and place on file Plan Commission Resolution 3-2013 A Resolution Recommending Approval of a General Amendment to Title 17 of the St. Charles Municipal Code entitled “Zoning”, Chapter 17.28 “Signs”, Table 17.28-3 “Permitted Signs for Office Research, Manufacturing, and Public Land Districts” Regarding Identifications Signs in the O-R District.

ROLL CALL VOTE: AYE: Stellato, Monken, Carrigan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *4. Motion by Martin, seconded by Krieger to approve an **Ordinance 2013-Z-7** Amending Title 17 of the St. Charles Municipal Code entitled "Zoning", Chapter 17.28 "Signs," Table 17.28-3 "Permitted Signs for Office Research, Manufacturing, and Public Land Districts" Regarding Identifications Signs in the O-R District.

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *5. Motion by Martin, seconded by Krieger to accept and place on file Plan Commission Resolution 4-2013 A Resolution Recommending Approval of a General Amendment to Title 17 of the St. Charles Municipal Code entitled "Zoning" Table 17.16-1 "Office /Research, Manufacturing, and Public Lands Permitted and Special Uses" and Section 17.20.030.P "Motor Vehicle Storage" Regarding Permanent Motor Vehicle Storage.

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *6. Motion by Martin, seconded by Krieger to approve an **Ordinance 2013-Z-8** Amending Title 17 of the St. Charles Municipal Code entitled "Zoning" Table 17.16-1 "Office /Research, Manufacturing, and Public Lands Permitted and Special Uses" and Section 17.20.030.P "Motor Vehicle Storage" Regarding Permanent Motor Vehicle Storage.

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *7. Motion by Martin, seconded by Krieger to accept and place on file Plan Commission Resolution 5-2013 A Resolution Recommending Approval of an Amendment to a Special Use for a Tattoo Parlor at 2047 Lincoln Highway (Ryan Harnish).

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

8. Motion by Martin, seconded by Bessner to approve an **Ordinance 2013-Z-9** Amending Ordinance 2009-Z-16 for a Special Use for a Tattoo Parlor (2047 Lincoln Highway - Ryan Harnish).

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Bessner, Lewis

NAY: Krieger ABSENT: 0

MOTION CARRIED

B. Government Services

- *1. Motion by Martin, seconded by Krieger to approve an Intergovernmental Agreement with School District 303 (Red Gate Road/St. Charles North High School).

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *2. Motion by Martin, seconded by Krieger to approve a **Resolution 2013-29** Authorizing a Construction Service agreement with James McHugh Construction Company for Red Gate Road /St. Charles North High School.

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *3. Motion by Martin, seconded by Krieger to waive the formal bid procedure for items 4, 5, 7, 8, 9, 10, 11, 12.

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *4. Motion by Martin, seconded by Krieger to approve a **Resolution 2013-30** Authorizing a Purchase Order with James McHugh Construction Company for Conduit and Foundation work on Local Distribution Center 2 at Red Gate Road Bridge Site.

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *5. Motion by Martin, seconded by Krieger to approve a **Resolution 2013-31** Authorizing a Purchase Order with PieperLine Line Construction for Contract Administration of Local Distribution Center 2 Construction at the Red Gate Road Bridge Site.

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *6. Motion by Martin, seconded by Krieger to approve a **Resolution 2013-32** Authorizing the Mayor and City Clerk of the City of St. Charles to Award a Three-Year Service Agreement to Associated Technical Services for Valve Operating and Leak Survey Services.

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *7. Motion by Martin, seconded by Krieger to approve a **Resolution 2013-33** Authorizing the Mayor and City Clerk of the City of St. Charles to Award Contractual Services to Visu-Sewer of Illinois for Stormwater Televising and Cleaning Services.

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *8. Motion by Martin, seconded by Krieger to approve a **Resolution 2013-34** Authorizing the Mayor and City Clerk of the City of St. Charles to Award Contractual Services to K. Hoving Companies for Street Sweeping Services.
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
- *9. Motion by Martin, seconded by Krieger to approve a **Resolution 2013-35** Authorizing the Mayor and City Clerk of the City of St. Charles to Award Contractual Services to Alliance Sweeping for Parking Lot Sweeping and Maintenance.
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
- *10. Motion by Martin, seconded by Krieger to approve a **Resolution 2013-36** Authorizing the Mayor and City Clerk of the City of St. Charles to Award Contractual Services to DuKane Services for Janitorial Services.
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
- *11. Motion by Martin, seconded by Krieger to approve a **Resolution 2013-37** Authorizing the Mayor and City Clerk of the City of St. Charles to Award Contractual Services to Kramer Tree Specialists for Residential Brush Pick Up.
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
- *12. Motion by Martin, seconded by Krieger to approve a **Resolution 2013-38** Authorizing the Mayor and City Clerk of the City of St. Charles to Award Contractual Services to Kramer Tree Specialists for Leaf Collection Services.
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
- *13. Motion by Martin, seconded by Krieger to approve installation of Downtown Partnership Historic Signs.
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
- *14. Motion by Martin, seconded by Krieger to approve a **Resolution 2013-39** Authorizing the Mayor and City Clerk of the City of St. Charles to Execute a Standard Software Maintenance Agreement with New World Systems Corporation.

- ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
- *15. Motion by Martin, seconded by Krieger to approve an **Ordinance 2013-M-22**
Authorizing the Execution of Amendment #1 to Intergovernmental Agreement for Tri-
City Police Records.
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
16. Motion by Stellato, seconded by Monken to approve street closures and use of amplification
equipment for the 2013 Pride of the Fox Riverfest.
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Lewis
NAY: 0 ABSENT: 0
ABSTAIN: Bessner
MOTION CARRIED
17. Motion by Stellato, seconded by Monken to approve a Class E-1 Liquor License for the
2013 Pride of the Fox Riverfest.
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Lewis
NAY: Martin, Krieger ABSENT: 0
ABSTAIN: Bessner
MOTION CARRIED
18. Motion by Stellato, seconded by Turner to approve a Class E-3 Liquor License for the Kane
County Fair.
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Bessner, Lewis
NAY: Martin, Krieger ABSENT: 0
MOTION CARRIED
- *19. Motion by Martin, seconded by Krieger to approve street and parking lot closures for the
Fine Arts Show.
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
- *20. Motion by Martin, seconded by Krieger to approve a **Resolution 2013-40** Requesting the
Closure of Routes 64 and 31 for the Memorial Day Parade.
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
- *21. Motion by Martin, seconded by Krieger to approve authorizing the City of St. Charles, as
Lead Agency for Tri-City, to include the approved operating budget for the period of May

1, 2013 through April 30, 2014 in the St. Charles Municipal Budget for and on behalf of Tri-City Ambulance Service.

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *22. Motion by Martin, seconded by Krieger to approve authorizing the City of St. Charles, as Lead Agency for Tri-City, to execute an agreement for Paramedic Services, for and on behalf of Tri-City Ambulance Service.

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *23. Motion by Martin, seconded by Krieger to approve an **Ordinance 2013-M-23** Authorizing the Disposal of Surplus Personal Property Owned by the City of St. Charles (Tri-City Ambulance cardiac monitor carrying cases and patient cables).

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *24. Motion by Martin, seconded by Krieger to approve an **Ordinance 2013-M-24** Authorizing the Disposal of Surplus Personal Property Owned by the City of St. Charles (Various Equipment).

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *25. Motion by Martin, seconded by Krieger to approve parking lot closure and use of Municipal Building sidewalks for Pottawatomie Garden Club's Fall Boutique and Plant Sale.

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

C. Planning and Development

None.

D. No Additional Items from Mayor, Council, Staff, or Citizens

E. Adjournment

Motion By Carrignan, seconded by Stellato, to adjourn meeting.

VOICE VOTE UNANIMOUS MOTION CARRIED

Meeting adjourned at 7:28 P.M.

Nancy Garrison, City Clerk

CERTIFIED TO BE A TRUE COPY OF ORIGINAL

Nancy Garrison, City Clerk



City of St. Charles
I L L I N O I S

Proclamation

ARBOR DAY

WHEREAS, In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide a habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE, I, Donald P. DeWitte, Mayor of the City of St. Charles, do hereby proclaim **April 26, 2013** as **ARBOR DAY** in the City of St. Charles, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands. Further, I urge all citizens to plant trees and care for trees to gladden the heart and promote the well-being of this and future generations.

SEAL:

Donald P. DeWitte, Mayor



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

| | |
|------------|-------------------------------------------------------------------------------------------------------------------------------|
| Title: | Motion to approve A Resolution Providing for the Adoption of the City of St. Charles Annual Budget for Fiscal Year 2013/2014. |
| Presenter: | Chris Minick, Finance Director |

Please check appropriate box:

| | | | |
|--------------------------|------------------------|-------------------------------------|--------------------------|
| <input type="checkbox"/> | Government Operations | <input type="checkbox"/> | Government Services |
| <input type="checkbox"/> | Planning & Development | <input checked="" type="checkbox"/> | City Council (4/15/2013) |
| <input type="checkbox"/> | Public Hearing | <input type="checkbox"/> | |

| | | | | | | |
|-----------------|--|-----------|-----|--------------------------|----|--------------------------|
| Estimated Cost: | | Budgeted: | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----------------|--|-----------|-----|--------------------------|----|--------------------------|

If NO, please explain how item will be funded:

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Executive Summary:

In accordance with state statutes, staff is requesting approval of the Fiscal Year 2013-2014 budget.

Attachments: *(please list)*

Resolution

Recommendation / Suggested Action *(briefly explain):*

Motion to approve A Resolution Providing for the Adoption of the City of St. Charles Annual Budget for Fiscal Year 2013/2014.

For office use only:

Agenda Item Number: IB

City of St. Charles, IL
Resolution No. _____

**A Resolution Providing for the Adoption of
the City of St. Charles Annual Budget
for Fiscal Year 2013/2014**

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

WHEREAS, Chapter 35, Section 205/162 of the Illinois Compiled Statutes required the City of St. Charles, Kane and DuPage Counties, Illinois, to

“file with the County Clerk within 30 days of their adoption a certified copy of its appropriation and budget ordinances or resolutions, as well as an estimate, certified by its chief fiscal officer, of revenues by source, anticipated to be received by the county, taxing district or school district in the following fiscal year;” and

WHEREAS, Ordinance No. 1968-7 was passed by more than a two-thirds majority vote of those members of the city of St. Charles Council then holding office to adopts Sections 8-2-9.2 through 8-2-9.10 of the Illinois Revised State Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE City of St. Charles, KANE CO, ILLINOIS, that the budget shown in Exhibit “A”, attached hereto and made a part hereof, is hereby adopted as the City of St. Charles budget for the period of May 1, 2013 through April 30, 2014.

PRESENTED to the City Council of the City of St. Charles, Illinois this _____ day of April 2013.

PASSED by the City Council of the City of St. Charles, Illinois this _____ day of April 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois this _____ day of April
2013.

Donald P. Dewitte, Mayor

Nancy Garrison
City Clerk

COUNCIL VOTE:

Ayes:

Nays:

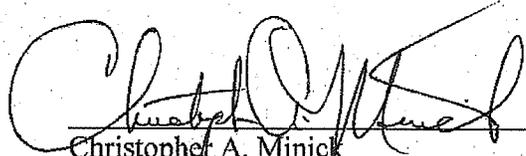
Absent:

Abstain:

April 15, 2013

Certification of Estimated Revenues

I, Christopher A. Minick, the Chief Fiscal Officer of the City of St. Charles, Kane and Dupage Counties, Illinois (the "City"), do hereby certify that the attached is a true estimate of the revenues anticipated to be received by the City for the fiscal year ended April 30, 2014, for all funds.



Christopher A. Minick
Chief Fiscal Officer/Director of Finance



FY 13/14
Anticipated Revenues
All Funds

| <u>Revenues</u> | <u>Proposed</u> <u>FY 13/14</u> |
|--------------------------------|------------------------------------|
| Property Taxes | 14,191,377 |
| Sales & Use Taxes | 17,200,176 |
| Liquor Tax | 1,025,868 |
| Franchise Fees | 3,313,291 |
| Hotel Occupation Tax | 2,058,841 |
| Admission Tax | 80,000 |
| Telecommunications Tax | 1,340,000 |
| Licenses & Permits | 479,576 |
| Connection Fees | 160,525 |
| User Charges | 66,583,757 |
| Intergovernmental Revenue | 3,559,515 |
| Motor Fuel Tax | 970,245 |
| Reimbursement for Improvements | 3,300 |
| Reimbursement for Services | 480,311 |
| Pension Contributions | 3,231,588 |
| Fines & Court Fees | 442,200 |
| Investment Income | 1,614,735 |
| Charges to Other Funds | 3,900,526 |
| Sale of Property | 2,987,804 |
| Miscellaneous Revenue | 2,233,322 |
| Insurance Premiums | 5,885,579 |
| Capital Financing Proceeds | 4,701,000 |
| | |
| Sub-Total | 136,443,536 |
| | |
| Transfers In | 9,414,321 |
| | |
| Total | 145,857,857 |

**City of St. Charles, Illinois
Plan Commission Resolution No. 10-2013**

**A Resolution Recommending Approval of a Final Plat of Subdivision
(Lexington Club PUD)**

Passed by Plan Commission April 2, 2013

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

WHEREAS, the Plan Commission has reviewed a petition for a Final Plat for Lexington Club PUD on 4/2/2013; and

WHEREAS, the Plan Commission finds that the Final Plat is in substantial conformance with the approved PUD Preliminary Plan and complies with all requirements of the City Code, except as varied through the Lexington Club PUD Ordinance (#2013-Z-2); and

WHEREAS, the Plan Commission finds approval of said petition to be in the best interest of the City of St. Charles.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to City Council approval of a Final Plat for Lexington Club PUD, subject to resolution of staff comments prior to City Council action.

Voice Vote:
Ayes: Wallace, Schuetz, Pretz, Amatangelo, Henningson
Nays: None
Abstain: None
Absent: Doyle, Kessler
Motion Carried.

PASSED, this 2nd day of April 2013.

Chairman
St. Charles Plan Commission



AGENDA ITEM EXECUTIVE SUMMARY

Title: Motion to approve an Ordinance approving a Final Plat of Subdivision for Lexington Club PUD.

Staff: Rita Tungare

Please check appropriate box:

| | |
|------------------------|----------------------------------------|
| Government Operations | Government Services |
| Planning & Development | X City Council –New Business (4/15/13) |

| | | | | | | |
|-----------------|-----|-----------|-----|--|----|--|
| Estimated Cost: | N/A | Budgeted: | YES | | NO | |
|-----------------|-----|-----------|-----|--|----|--|

If NO, please explain how item will be funded:

Executive Summary:

On 1/7/13, the City approved the Lexington Club PUD (Ordinance #2013-Z-2). The approval included a Preliminary Subdivision Plat.

The owner is required to file a Final Plat of Subdivision application for the City to approve the formal subdivision of the property.

The scope of review for the Final Plat of Subdivision is limited to compliance with the approved Preliminary Subdivision Plat contained in the PUD Ordinance and standards of Title 16 of the City Code entitled “Subdivisions and Land Improvement”.

Staff has reviewed the Final Plat of Subdivision. The applicant has complied with all applicable conditions in the PUD ordinance and has made required modifications to the Final Plat.

Plan Commission Recommendation:

The Plan Commission unanimously recommended approval of the Final Plat of Subdivision on 4/2/13.

Attachments: *(please list)*

Staff Report dated 4/12/13; Ordinance; Final Plat of Subdivision

Recommendation / Suggested Action *(briefly explain):*

Motion to approve an Ordinance approving a Final Plat of Subdivision for Lexington Club PUD.

| | |
|-----------------------------|-------------------------------|
| <i>For office use only:</i> | <i>Agenda Item Number:</i> ID |
|-----------------------------|-------------------------------|

Community Development
Planning Division

Phone: (630) 377-4443

Fax: (630) 377-4062



ST. CHARLES
SINCE 1834

STAFF REPORT

TO: Mayor Donald P. DeWitte
And City Council Members

FROM: Russell Colby
Planning Division Manager

RE: Lexington Club PUD Final Plat of Subdivision

DATE: April 12, 2013

I. APPLICATION INFORMATION:

Project Name: Lexington Club PUD
Applicant: Lexington Homes LLC
Purpose: Subdivision Plat approval

II. OVERVIEW

On 1/7/13, the City approved the Lexington Club PUD (Ordinance #2013-Z-2). The approval included a Preliminary Subdivision Plat.

The owner is required to file a Final Plat of Subdivision application for the City to approve the formal subdivision of the property.

The scope of review for the Final Plat of Subdivision is limited to compliance with the approved Preliminary Subdivision Plat contained in the PUD Ordinance and standards of Title 16 of the City Code entitled "Subdivisions and Land Improvement".

III. ANALYSIS

CONFORMANCE WITH APPROVED PRELIMINARY PLAN AND CITY CODE

Staff has reviewed the Final Plat of Subdivision for conformance with the approved Preliminary Plan and Title 16, "Subdivisions and Land Improvement."

Per the Subdivision Code, all Final Engineering Plans are to be reviewed by staff and shall be approved if they are in substantial conformance with the requirements of the Subdivision Code, all other applicable titles of the City Code, and the approved Preliminary Engineering Plans and Final Plat of Subdivision.

Staff has completed a review of the Final Engineering plans. The applicant has committed to making all required modifications and to comply with all comments. Remaining staff comments on the engineering plans are minor and technical in nature and will not require modifications to the Final Plat of Subdivision.

PUD ORDINANCE REQUIREMENTS

The PUD Ordinance required the following conditions related to the Final Plat of Subdivision:

Ord. 2013-Z-2, Section 5:

k. Ryan Street Right-of-Way: As a part of the Final Plat of Subdivision for the project, the City shall vacate the existing Ryan Street right-of-way located east of 9th Street and convey title of the property to the applicant. The City shall retain easements over any public utilities existing in the right-of-way.

Vacation of the Ryan Street right-of-way will require a separate action initiated by the City via a separate plat of vacation. A detention easement has been provided over the right-of-way in accordance with the Preliminary Plat.

l. Future Ryan Street extension: As a part of the Final Plat of Subdivision for the project, applicant shall dedicate right-of-way for a future Ryan Street extension at the western end of the site (shown on the PUD Preliminary Plans as Lot 54). This property shall be maintained by the Owner's Association for the development until such time the street is constructed and accepted by the City.

A future extension of Ryan Street to the west is dedicated on the plat.

m. Access Easements: As a part of the Final Plat of Subdivision for the project, the applicant shall provide public access easements for pedestrian paths shown on the PUD Preliminary Plans (paths connecting Ryan Street to 12th Street, Ryan Street to the St. Charles Park District site, and the two paths connecting Mark Street to the railroad right-of-way).

Bike Path Easements have been provided to the St. Charles Park District.

p. The Applicant shall execute a Developer's Undertaking/Land Improvement Agreement in the City's standard form, and tender the security required therein prior to the recording of the Final Plat of Subdivision.

The applicant has committed to comply with this requirement prior to recordation of the Final Plat. Per Title 16, the Director of Community Development will not sign the Final Plat of Subdivision until this condition has been satisfied.

ITEMS REQUIRED FOR CITY COUNCIL APPROVAL

The Plan Commission recommended approval of the Final Plat of Subdivision as required by the City Code.

The applicant has provided the required items for City Council approval of the Final Plat, per Section 16.04.080.D:

- A copy of third party permit applications.

- A certified cost estimate of all Land Improvements prepared by a register engineer.
- A description of the proposed guarantee for completion of Land Improvements.

Per Title 16, the applicant will be required to provide the Financial Guarantee in a form required by the City and execute a Land Improvement Agreement before the plat is signed by the Director of Community Development.

IV. RECOMMENDATION

Staff recommends approval of the Final Plat of Subdivision.

City of St. Charles, Illinois
Ordinance No. 2013-Z-___

**An Ordinance Approving the Final Plat of Subdivision for
Lexington Club PUD**

WHEREAS, on January 7, 2013, the City Council of the City of St. Charles approved Ordinance No. 2013-Z-2, entitled “Ordinance Granting Approval of Map Amendment, Special Use for a Planned Unit Development, and Approval of a PUD Preliminary Plan (Lexington Club PUD)”; and,

WHEREAS, a petition to approve a Final Plat of Subdivision for Lexington Club PUD was filed with the City of St. Charles (“City”) on or about March 7, 2013, by Lexington Homes LLC (“Applicant”) and St. Charles-333 North Sixth Street, LLC (“Record Owner”); and,

WHEREAS, the Plan Commission reviewed said petition in accordance with law and recommended approval on April 2, 2013; and,

WHEREAS, the City Council of the City of St. Charles received the recommendation of the Plan Commission and has considered the same; and,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, as follows:

1. That passage of this Ordinance shall constitute approval of the Final Plat of Lexington Club PUD, with a last date of revision of April 12, 2013, prepared by TFW Surveying and Mapping Inc., a reduced copy of which is attached hereto and incorporated herein as Exhibit “A”, subject to compliance with such corrections and modifications as may be required by the Director of Community Development and the Director of Public Works to comply with the requirements of the St. Charles Municipal Code and subject to approval of the Final Engineering Plans by staff.

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

PRESENTED to the City Council of the City of St. Charles, Illinois, this 15th day of April, 2013.

PASSED by the City Council of the City of St. Charles, Illinois, this 15th day of April 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois, this 15th day of April 2013.

Donald P. DeWitte, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

APPROVED AS TO FORM:

City Attorney

DATE: _____

EXHIBIT "A"

**FINAL PLAT OF SUBDIVISION
LEXINGTON CLUB PUD**

Revised April 12, 2013

Prepared by TFW Surveying

[Following eight (8) pages]



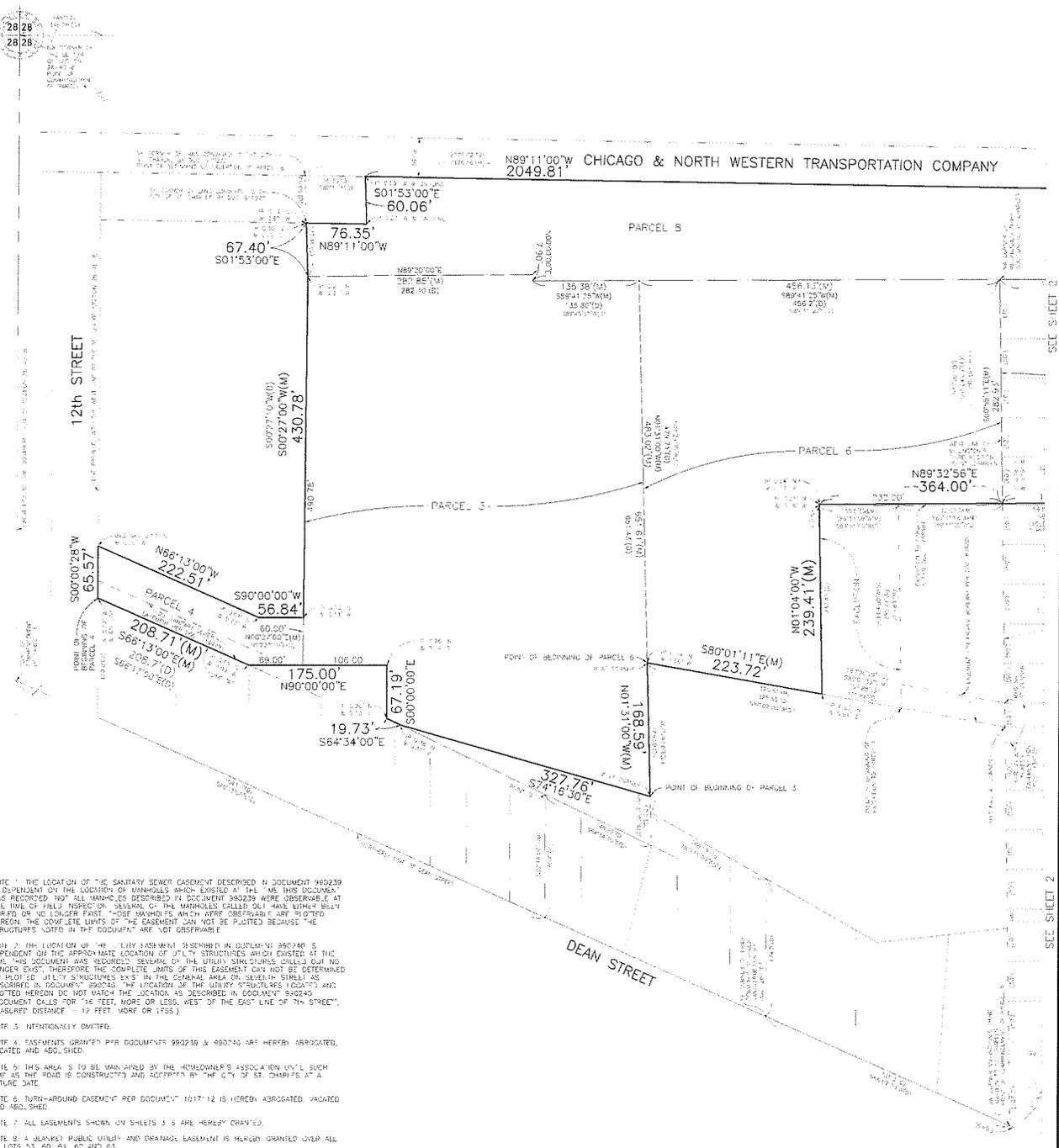
GRAPHIC SCALE
 (IN FEET)
 1 inch = 40 ft.

| ARC | LENGTH | RADIUS | CHORD | CHORD BEARING |
|-----|--------|---------|--------|---------------|
| C1 | 77.94' | 78.00' | 28.81' | S77°40'23"W |
| C2 | 47.95' | 43.00' | 39.73' | S60°38'44"E |
| C3 | 70.36' | 215.00' | 70.05' | S69°04'33"W |
| C4 | 68.03' | 214.00' | 81.18' | N72°53'05"E |
| C5 | 50.97' | 152.00' | 50.73' | N68°50'35"E |
| C6 | 38.59' | 28.00' | 35.79' | S38°41'14"E |
| C7 | 95.38' | 150.00' | 64.77' | S79°10'14"W |

FINAL PLAT OF SUBDIVISION LEXINGTON CLUB

BEING A RESUBDIVISION IN PART OF THE SOUTHWEST 1/4 OF SECTION 27 AND IN PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 40 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

- LEGEND**
- CT = CROSS NOTCH
 - CD = DEED
 - IR = IRON ROD
 - R = IRON ROD
 - M = MEASURED
 - MA = MANHOLE
 - PIP = PINCHED IRON PIPE
 - PL = PL
 - JP = UTILITY POLE



NOTE 1: THE LOCATION OF THE SANITARY SEWER EASEMENT DESCRIBED IN DOCUMENT 990239 IS DEPENDENT ON THE LOCATION OF MANHOLES WHICH EXISTED AT THE TIME THIS DOCUMENT WAS RECORDED. NOT ALL MANHOLES DESCRIBED IN DOCUMENT 990239 WERE OBSERVABLE AT THE TIME OF FIELD WORK ON SEVERAL OF THE MANHOLES CALLED OUT HAVE EITHER BEEN BURIED OR NO LONGER EXIST. JOSE MANHOLES WHICH WERE OBSERVABLE ARE PLOTTED HEREON. THE COMPLETE LIMITS OF THE EASEMENT CAN NOT BE PLOTTED BECAUSE THE STRUCTURES NOTED IN THE DOCUMENT ARE NOT OBSERVABLE.

NOTE 2: THE LOCATION OF THE UTILITY EASEMENTS DESCRIBED IN DOCUMENT 990240 ARE DEPENDENT ON THE APPROXIMATE LOCATION OF UTILITY STRUCTURES WHICH EXISTED AT THE TIME THIS DOCUMENT WAS RECORDED. SEVERAL OF THE UTILITY STRUCTURES CALLED OUT DO NOT UNDER EXIST, THEREFORE THE COMPLETE LIMITS OF THIS EASEMENT CAN NOT BE DETERMINED OR PLOTTED. UTILITY STRUCTURES EXIST IN THE GENERAL AREA ON SEVENTH STREET AS DESCRIBED IN DOCUMENT 990240. THE LOCATION OF THE UTILITY STRUCTURES LOCATED AND PLOTTED HEREON DO NOT MATCH THE LOCATION AS DESCRIBED IN DOCUMENT 990240 (DOCUMENT CALLS FOR 16 FEET, MORE OR LESS, WEST OF THE EAST LINE OF 7TH STREET, MEASURED DISTANCE 12 FEET, MORE OR LESS).

NOTE 3: INTENTIONALLY OMITTED.

NOTE 4: EASEMENTS GRANTED PER DOCUMENTS 990239 & 990240 ARE HEREBY ABROGATED, VACATED AND ABOLISHED.

NOTE 5: THIS AREA IS TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION ON A SUCH "AS BUILT" BASIS AS CONSTRUCTED AND APPROVED BY THE CITY OF ST. CHARLES AT A FUTURE DATE.

NOTE 6: TURN-AROUND EASEMENT PER DOCUMENT 1017-12 IS HEREBY ABROGATED, VACATED AND ABOLISHED.

NOTE 7: ALL EASEMENTS SHOWN ON SHEETS 3 & 4 ARE HEREBY CANCELED.

NOTE 8: A BLANKET PUBLIC UTILITY AND DRAINAGE EASEMENT IS HEREBY GRANTED OVER ALL OF LOTS 53, 60, 61, 62 AND 63.

- PIN
- 09-27-303-001
 - 09-28-452-003
 - 09-28-120-008
 - 09-28-475-019
 - 09-28-475-001
 - 09-28-477-008
 - 09-28-476-011
 - 09-28-477-014
 - 09-28-480-002
 - 09-28-420-003

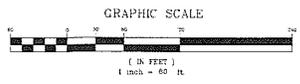
AREA SUMMARY

| | | |
|---------------------------------------------------|----------------------|---------------|
| LOTS 1-52 | 444,944 SQ. FT. OR | 10.2145 ACRES |
| LOT 53 NET | 26,506 SQ. FT. OR | 0.6085 ACRES |
| LOTS 55-59 | 343,189 SQ. FT. OR | 7.8785 ACRES |
| LOTS 60-63 NET | 135,491 SQ. FT. OR | 3.1104 ACRES |
| HEREBY DEDICATED | 219,933 SQ. FT. OR | 5.0490 ACRES |
| TOTAL (LOT 54 INTENTIONALLY OMITTED) | 1,170,063 SQ. FT. OR | 26.8610 ACRES |
| AREA OF RYAN STREET STORMWATER DETENTION EASEMENT | | |
| TOTAL AREA | 19,769 SQ. FT. OR | 0.4538 ACRES |

REVISED: APRIL 12, 2013 (CURRENT HOUSE REVISIONS)
 DATE: MARCH 4, 2013 (130113-1)
 ORDER NO: 130295-1
 PROJ. NO: 1311
 FOR: LEXINGTON HOMES, LLC
 PROJ. NAME: LEXINGTON CLUB
 Copyright © TFW Surveying & Mapping, Inc. 2013. All rights reserved.
 Reference: Chicago Title Registration # 484-002743

TFW SURVEYING U
 MAPPING Z

LAND SURVEYING • TOPOGRAPHIC MAPPING • CONSTRUCTION LAYOUT
 898 EAST BELVIDERE ROAD • SUITE 413 • GRAYSLAKE, ILLINOIS 60030
 847-548-6600 FAX 848-6699
 tfw@tfwsurvey.com www.tfwsurvey.com

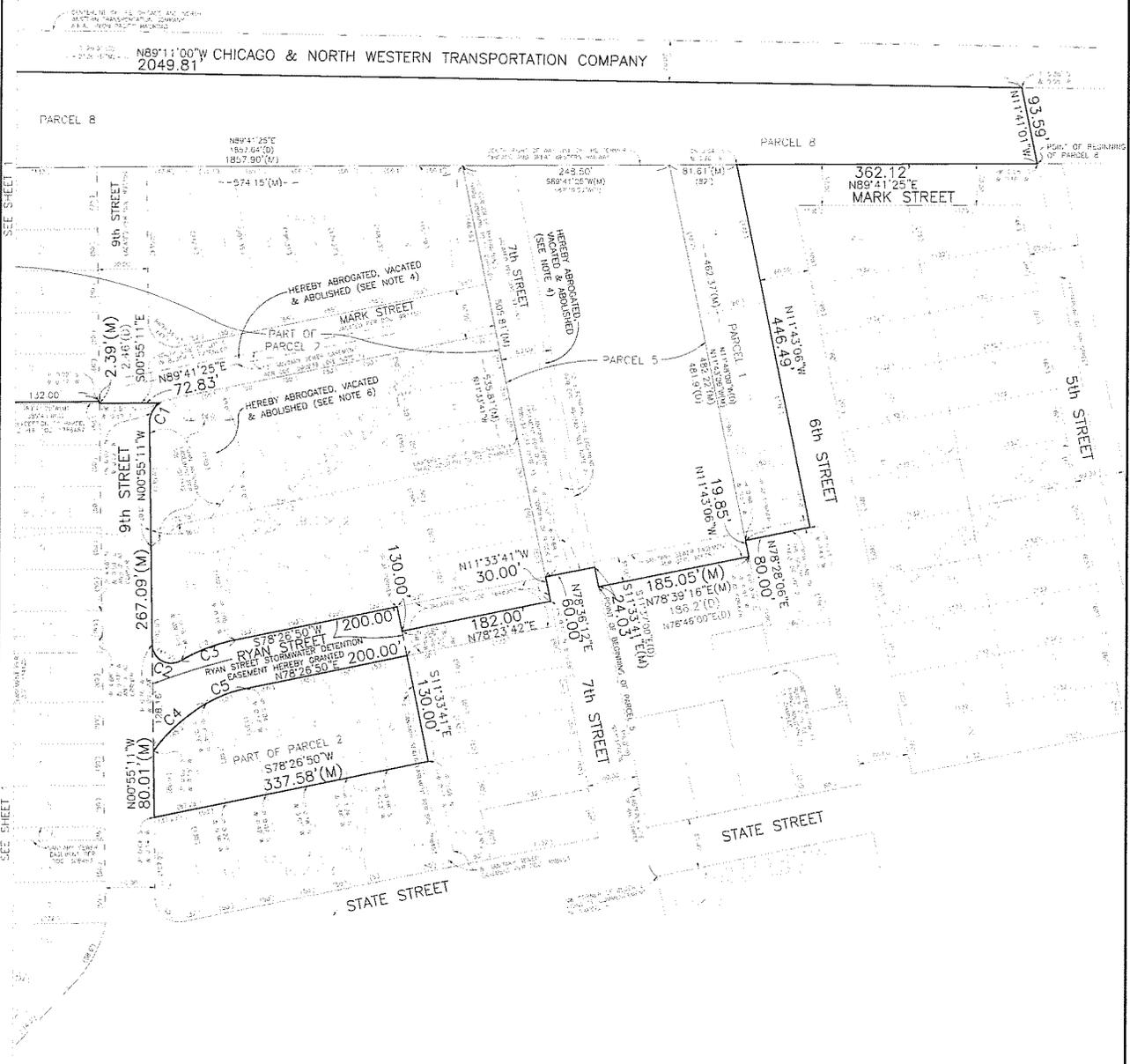


| ARC | LENGTH | RADIUS | CHORD | CHORD BEARING |
|-----|---------|---------|---------|---------------|
| C1 | 27.95' | 28.20' | 26.81' | S77°10'28"W |
| C2 | 47.85' | 23.00' | 59.71' | S60°38'44"E |
| C3 | 23.26' | 212.20' | 12.25' | S89°02'22"W |
| C4 | 85.01' | 171.00' | 84.16' | N72°55'10"E |
| C5 | 80.97' | 152.00' | 50.73' | N68°50'32"E |
| C6 | 38.53' | 28.00' | 35.79' | S48°41'14"E |
| C7 | 143.03' | 128.20' | 171.11' | N72°55'10"E |

FINAL PLAT OF SUBDIVISION LEXINGTON CLUB

BEING A RESUBDIVISION IN PART OF THE SOUTHWEST 1/4 OF SECTION 27 AND IN PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

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 - R = IRON ROD
 - M = MEASURED
 - W = WIRE
 - PR = PRICKED IRON PIPE
 - PK = PILE
 - U = UTILITY POLE



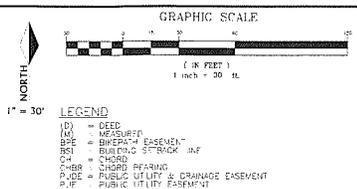
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 ORDER NO: 120292-1
 PROJ. NO: 1311
 FOR LEXINGTON HOMES, LLC
 PROJ. NAME: LEXINGTON CLUB
 Copyright © TFW Surveying & Mapping, Inc. 2011. All rights reserved.
 Professional Geographer Registration # 018-002231

PAV 09-27-2011-001
 09-28-452-003
 09-28-476-008
 09-28-476-019
 09-28-477-003
 09-28-477-108
 09-28-478-011
 09-28-477-014
 09-28-490-002
 09-28-490-003

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 847-548-6000 FAX 848-6099
 tfw@tfwsurvey.com www.tfwsurvey.com

AREA SUMMARY

| | | |
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| LOTS 1-52 | 444,944 SQ. FT. OR | 10.2145 ACRES |
| LOT 53 NET | 26,506 SQ. FT. OR | 0.6085 ACRES |
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| HEREBY DEDICATED | 219,933 SQ. FT. OR | 5.0490 ACRES |
| TOTAL (LOT 54 INTENTIONALLY OMITTED) | 1,170,063 SQ. FT. OR | 26.8610 ACRES |
| AREA OF RYAN STREET STORMWATER DETENTION EASEMENT | | |
| TOTAL AREA | 19,769 SQ. FT. OR | 0.4538 ACRES |

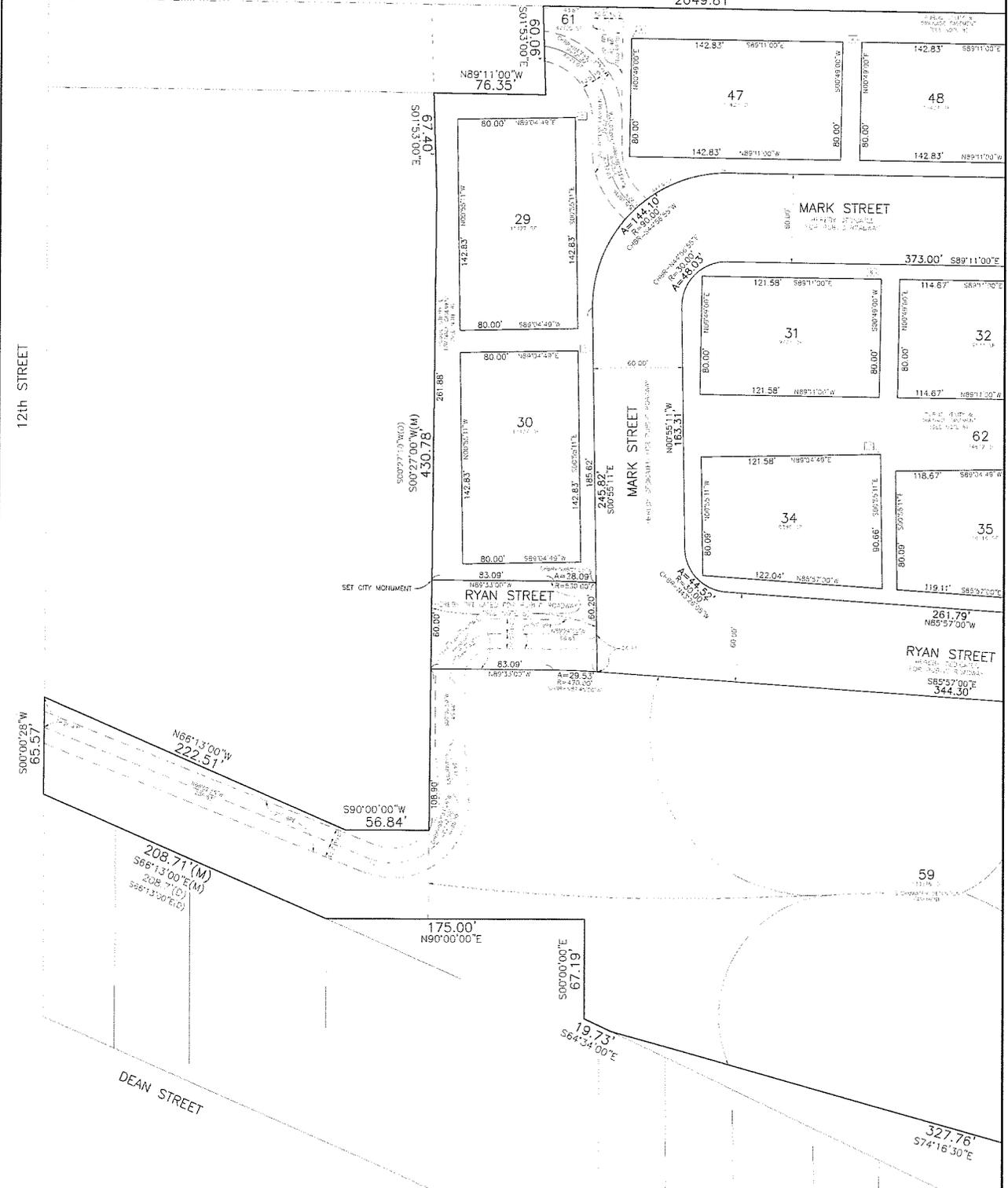


| ARC | LENGTH | RADIUS | CHORD | CHORD BEARING |
|-----|---------|---------|---------|---------------|
| 1-1 | 27.95' | 28.00' | 28.81' | S77°40'28"W |
| 2-1 | 47.95' | 53.00' | 59.73' | S60°28'43"E |
| 3-1 | 70.36' | 218.00' | 70.05' | S89°34'20"W |
| 3-2 | 85.03' | 214.00' | 84.58' | N47°55'49"E |
| 3-3 | 93.97' | 193.00' | 109.73' | N68°50'23"E |
| 3-4 | 98.83' | 28.00' | 35.78' | S38°41'12"E |
| 3-5 | 141.87' | 128.00' | 154.77' | S79°19'14"W |

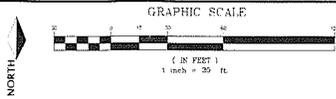
FINAL PLAT OF SUBDIVISION LEXINGTON CLUB

BEING A RESUBDIVISION IN PART OF THE SOUTHWEST 1/4 OF SECTION 27 AND IN PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

CHICAGO & NORTH WESTERN TRANSPORTATION COMPANY
N89°11'00"W
2049.81'



REVISED: APRIL 12, 2013 (CLIENT/HOUSE REVISIONS)
DATE: MARCH 22, 2013 (130113-1)
ORDER NO: 1302933
PLOT NO: 1311
FOR: LEXINGTON HOMES, LLC
PROJECT: LEXINGTON CLUB
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Reference: Chicago Form and Register: 418A-02(2)



| ARC | LENGTH | RADIUS | C-CHORD | CHORD BEARING |
|-----|--------|--------|---------|---------------|
| 21 | 27.95 | 28.00 | 28.00 | S27°40'25"W |
| 22 | 47.99 | 33.00 | 39.23 | S60°18'41"E |
| 23 | 70.38 | 215.00 | 70.05 | S69°34'20"W |
| 24 | 86.03 | 214.00 | 84.48 | N47°53'46"E |
| 25 | 50.97 | 155.00 | 53.73 | N68°30'25"E |
| 26 | 38.83 | 28.00 | 35.79 | S39°41'14"E |
| 27 | 55.08 | 150.00 | 54.27 | S79°10'14"W |

FINAL PLAT OF SUBDIVISION LEXINGTON CLUB

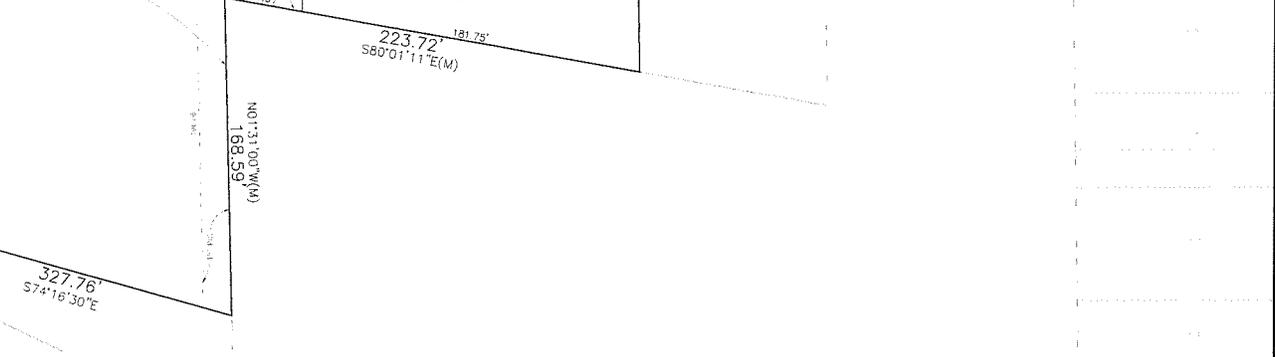
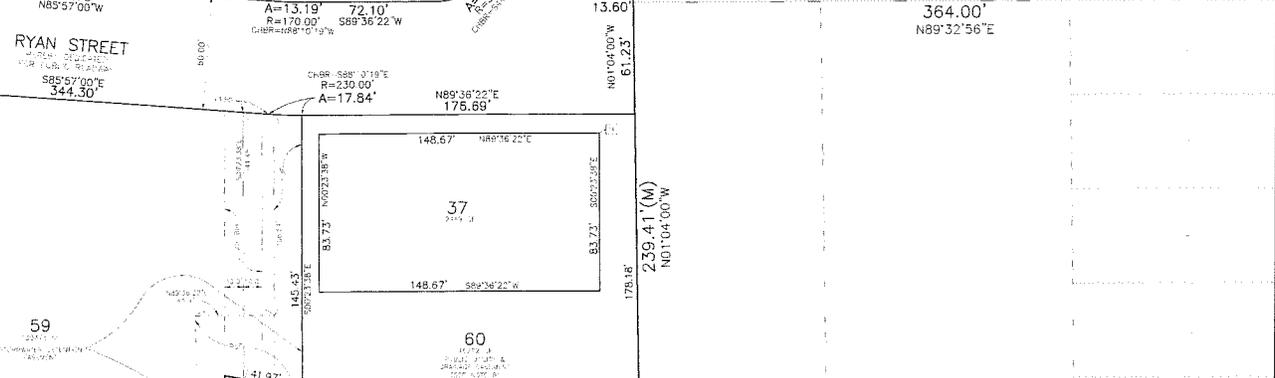
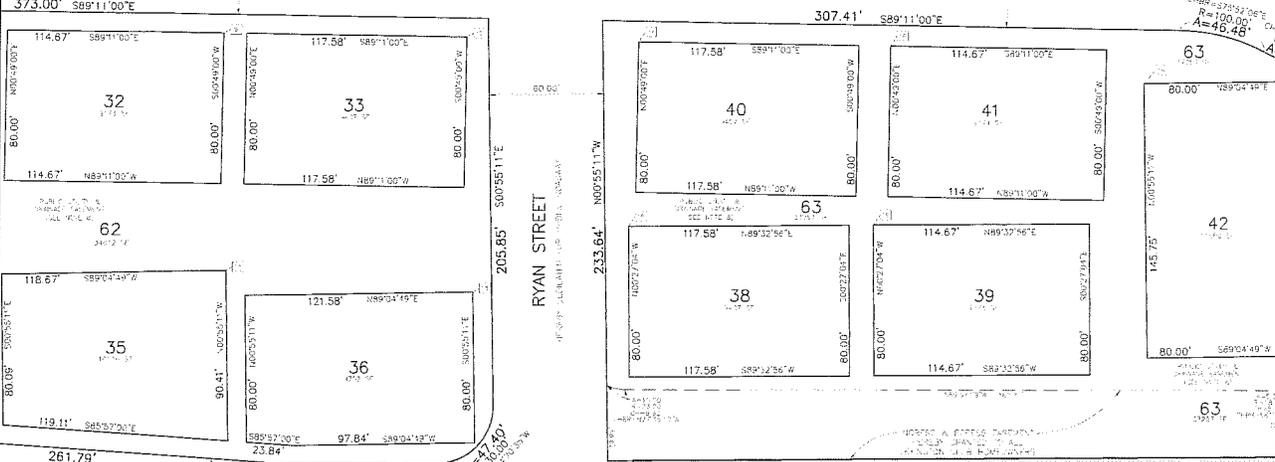
BEING A RESUBDIVISION IN PART OF THE SOUTHWEST 1/4 OF SECTION 27 AND IN PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

- LEGEND**
- (D) = DEED
 - (M) = METERS
 - (S) = SURVEY
 - (B) = BUREAU OF REVENUE
 - (E) = EASEMENT
 - (P) = PUBLIC UTILITY EASEMENT
 - (C) = CHORD
 - (R) = RADIUS
 - (A) = AREA
 - (L) = LENGTH
 - (W) = WIDTH
 - (H) = HEIGHT
 - (D) = DEPTH
 - (T) = THICKNESS
 - (V) = VOLUME
 - (W) = WEIGHT
 - (M) = MASS
 - (F) = FORCE
 - (P) = PRESSURE
 - (T) = TEMPERATURE
 - (S) = SPEED
 - (A) = ACCELERATION
 - (F) = FREQUENCY
 - (W) = WAVELENGTH
 - (P) = PERIOD
 - (D) = DENSITY
 - (M) = MODULUS
 - (E) = ELASTICITY
 - (V) = VISCOSITY
 - (K) = CONDUCTIVITY
 - (R) = RESISTIVITY
 - (I) = IMPEDANCE
 - (Z) = ZEROPHASE
 - (S) = SURFACE
 - (V) = VOLUME
 - (M) = MASS
 - (F) = FORCE
 - (P) = PRESSURE
 - (T) = TEMPERATURE
 - (S) = SPEED
 - (A) = ACCELERATION
 - (F) = FREQUENCY
 - (W) = WAVELENGTH
 - (P) = PERIOD
 - (D) = DENSITY
 - (M) = MODULUS
 - (E) = ELASTICITY
 - (V) = VISCOSITY
 - (K) = CONDUCTIVITY
 - (R) = RESISTIVITY
 - (I) = IMPEDANCE
 - (Z) = ZEROPHASE

CHICAGO & NORTH WESTERN TRANSPORTATION COMPANY
N89°11'00"W
2049.81'



MARK STREET
N89°11'00"E
307.41'



REVISED: APRIL 12, 2013 (CLIENT/IN-HOUSE REVISIONS)
DATE: MARCH 22, 2013 (130113-3)
ORDER NO: 1302933
PROJECT NO: 1311
FOR: LEXINGTON HOMES, LLC
FIELD NAME: LEXINGTON CLUB
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Professional Survey Form Registration # 488-002392

LEGEND

| | | | | | | |
|-----|----------|-----|--------|----------|---------|---------------|
| 101 | DECID | ARC | LENGTH | RADIUS | C-CHORD | CHORD BEARING |
| 102 | M/FASURF | C1 | 27.95' | 28.00' | 26.91' | S79°43'25"W |
| 103 | BRK | C2 | 17.90' | 21.00' | 39.73' | S69°38'42"E |
| 104 | BRK | C3 | 70.36' | 115.00' | 70.05' | S69°04'20"W |
| 105 | BRK | C4 | 85.03' | 214.00' | 84.48' | N47°55'46"E |
| 106 | BRK | C5 | 63.91' | 133.00' | 50.73' | N88°53'22"E |
| 107 | BRK | C6 | 38.53' | 28.00' | 35.79' | S38°11'12"E |
| 108 | BRK | C7 | 41.01' | (28.01') | 37.21' | S72°10'14"W |

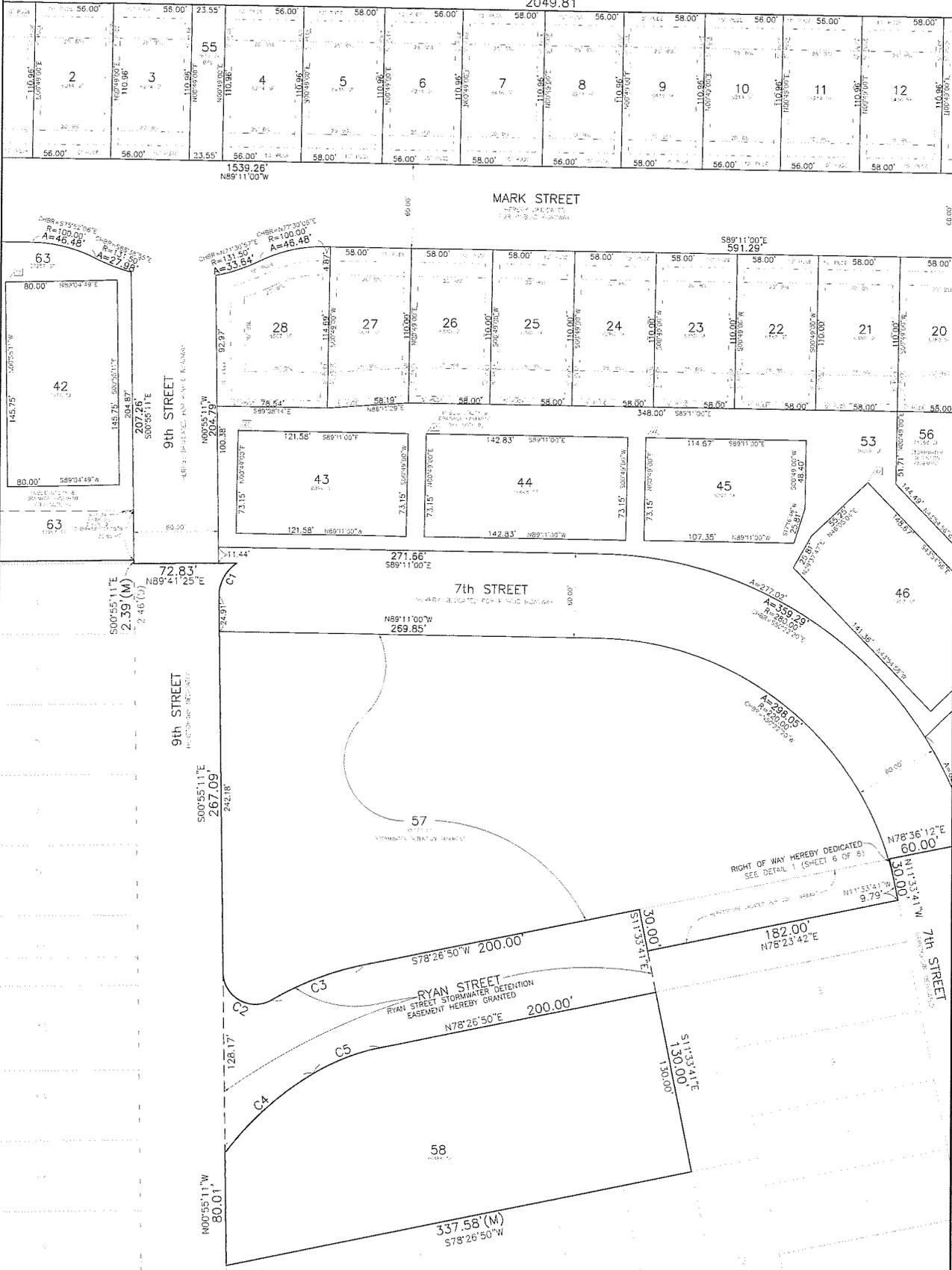
SEE SHEET 8 OF 8 FOR NOTES AND LOT SHEETS

**FINAL PLAT OF SUBDIVISION
LEXINGTON CLUB**

BEING A RESUBDIVISION IN PART OF THE SOUTHWEST 1/4 OF SECTION 27 AND IN PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

CHICAGO & NORTH WESTERN TRANSPORTATION COMPANY

N89°11'00"W
2049.81'



REVISED: APRIL 12, 2013 (CLIENT/IN-HOUSE REVISIONS)
DATE: MARCH 22, 2013 (130113-3)
ORDER NO: 130293-3
PROJ. NO: 1311
FOR: LEXINGTON HOMES, LLC
PROJ. NAME: LEXINGTON CLUB
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Professional Design Firm Registration #184-062203

TFW SURVEYING U
OR
MAPPING INC
LAND SURVEYING - TOPOGRAPHIC MAPPING - CONSTRUCTION LAYOUT
800 EAST BELVIDERE ROAD, SUITE 413, GRAYSLAKE, ILLINOIS 60030
817-548-6600 FAX 817-548-6699
tfw@tfwsurvey.com www.tfwsurvey.com



SURVEYOR'S DESIGNATION OF RECORDING

STATE OF ILLINOIS
COUNTY OF JANE

I, THOMAS F. WASILEWSKI, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS,

HEREBY DESIGNATE... OF THE CLERK'S OFFICE IN THE CITY OF ST. CHARLES, ILLINOIS TO RECORD THIS SUBDIVISION PLAT WITH THE JANE COUNTY RECORDER OF DEEDS...

DATED THIS 4th DAY OF MARCH, A.D. 2014

Thomas F. Wasilewski
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 15-2815
LICENSE EXPIRES NOVEMBER 30, 2014

NOTE 1: THE LOCATION OF THE SANITARY SEWER EASEMENT DESCRIBED IN DOCUMENT 990239 IS DEPENDENT ON THE LOCATION OF MANHOLES WHICH EXISTED AT THE TIME THIS DOCUMENT WAS RECORDED...

NOTE 2: THE LOCATION OF THE UTILITY EASEMENT DESCRIBED IN DOCUMENT 990240 IS DEPENDENT ON THE APPROXIMATE LOCATION OF UTILITY STRUCTURES WHICH EXISTED AT THE TIME THIS DOCUMENT WAS RECORDED...

NOTE 3: INTENTIONALLY OMITTED

NOTE 4: EASEMENTS GRANTED BY DOCUMENTS 990239 & 990240 ARE HEREBY VACATED, ABOLISHED AND ABORTED.

NOTE 5: THIS AREA IS TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION (HWA) SUCH THAT THE ROAD IS KEPT OPEN AND ACCESSED BY THE CITY OF ST. CHARLES AS A PUBLIC DRIVE.

NOTE 6: TURN-AROUND EASEMENT PER DOCUMENT 1017112 IS HEREBY VACATED, ABOLISHED AND ABORTED.

NOTE 7: ALL EASEMENTS SHOWN ON SHEETS 3-8 ARE HEREBY GRANTED.

NOTE 8: A BLANKET PUBLIC UTILITY AND ORANGE EASEMENT IS HEREBY GRANTED OVER ALL OF LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 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418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 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1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

| | |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Title: | Recommendation to approve an Ordinance Authorizing the Purchase of Certain Property for Corporate Purposes by the City of St. Charles and Related Matters - 119 North Third Street |
| Presenter: | Brian Townsend |

Please check appropriate box:

| | | | |
|--------------------------|------------------------|-------------------------------------|---------------------|
| <input type="checkbox"/> | Government Operations | <input type="checkbox"/> | Government Services |
| <input type="checkbox"/> | Planning & Development | <input checked="" type="checkbox"/> | City Council |
| <input type="checkbox"/> | Public Hearing | <input type="checkbox"/> | |

| | | | | | | |
|-----------------|-----------|-----------|-----|-------------------------------------|----|--------------------------|
| Estimated Cost: | \$800,000 | Budgeted: | YES | <input checked="" type="checkbox"/> | NO | <input type="checkbox"/> |
|-----------------|-----------|-----------|-----|-------------------------------------|----|--------------------------|

If NO, please explain how item will be funded:

Executive Summary:

The Veterans of Foreign Wars Post #5036 and the City of St. Charles have negotiated an agreement that will allow the VFW to sell its building and adjacent parking lot to the City of St. Charles.

The property is located at 119 N. 3rd Street in downtown St. Charles. The property is 35,000 square feet and consists of a one-story, 5,600 square foot building that was constructed in 1952 and expanded in 1986. The property also includes an adjacent parking lot of 40 spaces.

Representatives of the VFW approached the City of St. Charles in October, 2011 about their interest in selling the building due to increasing maintenance and operating costs and a declining membership base.

The City intends to remove the existing building to expand parking in this area of the downtown. It is estimated that the completed parking lot will contain 85 spaces. In addition, the City's draft Comprehensive Plan calls for future redevelopment in the area, including the potential to construct a public parking structure. The City's existing land holdings, coupled with the acquisition of the VFW site, will ensure that the City plays a critical role in any redevelopment that may occur in the future.

The closing of the transaction is scheduled to take place on June 14, 2013.

Attachments: *(please list)*

- Ordinance
- Purchase and Sale Agreement

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve an Ordinance Authorizing the Purchase of Certain Property for Corporate Purposes by the City of St. Charles and Related Matters - 119 North Third Street.

For office use only:

Agenda Item Number: IE

City of St. Charles, Illinois
Ordinance No. _____

**An Ordinance Authorizing the Purchase of Certain Property for
Corporate Purposes by the City of St. Charles and Related
Matters - 119 North Third Street**

**Presented & Passed by the
City Council on April 15, 2013**

WHEREAS, the City of St. Charles, pursuant to its powers as a home rule municipality, is authorized to acquire and hold real property and interests in real property for corporate purposes; and

WHEREAS, the City has determined that it is necessary and in the best interests of the residents of the City that certain real property be acquired for such purposes, such real property located at 119 North Third Street, St. Charles, Illinois.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:

SECTION ONE: That the Mayor and City Clerk be and the same are hereby authorized to execute a Purchase and Sale Agreement with St. Charles Veterans Club, Inc., in substantially the form attached hereto as Exhibit "A", and, by this reference, incorporated herein, with such changes as may be approved by the City Attorney.

SECTION TWO: That the Mayor and City Clerk of the City be and the same are hereby authorized to execute and attest all other documents necessary to effectuate the purpose of the Purchase and Sale Agreement.

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Presented to the City Council of the City of St. Charles, Illinois this 15th day of April, 2013.

Passed by the City Council of the City of St. Charles, Illinois this 15th day of April, 2013.

Ordinance No. _____
Page 2 of 2

Approved by the Mayor of the City of St. Charles, Illinois this 15th day of
April, 2013.

Mayor

Attest:

City Clerk

Council Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2013, by and between St. Charles Memorial Post #5036, VFW, Inc., an Illinois not-for-profit corporation (the "Seller") and the City of St. Charles, an Illinois municipal corporation (the "Buyer").

RECITALS:

A. Seller is the owner of certain real estate known located at 119 North Third Street, St. Charles, Illinois, as legally described on Exhibit A, attached hereto and incorporated herein (the "Property").

B. Seller desires to sell the Property to Buyer, and Buyer desires to buy the Property from Seller, on the terms and subject to the conditions of this Agreement.

THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE I PURCHASE AND SALE

1.01. Agreement to Buy and Sell. Subject to the terms and conditions of this Agreement, Seller will sell to Buyer, and Buyer will purchase from Seller, good and marketable title to the Property subject only to the Permitted Exceptions which are set forth on Exhibit B, attached hereto and incorporated herein.

1.02. Purchase Price. The purchase price (the "Purchase Price") for the Property will be Eight Hundred Thousand Dollars (\$800,000).

1.03. Payment Terms. The Purchase Price will be payable at Closing (as hereinafter defined), plus or minus prorations provided for under this Agreement, and less other credits to which Buyer is entitled under the terms of this Agreement, in U.S. funds, by cashier's check or wire transfer of immediately available funds.

ARTICLE II CERTAIN PRE-CLOSING MATTERS

2.01. Deposit. Within five (5) business days following the execution of this Agreement, the parties, through their respective attorneys, shall establish a strict joint order escrow with Chicago Title & Trust Company (the "Escrow Agent") through which the transaction contemplated hereby shall be closed. Upon opening of said escrow, Buyer shall cause a deposit (the "Deposit") in the amount of \$50,000 to be placed in said escrow. The Deposit shall be held in an interest bearing escrow account by the Escrow Agent in an institution as directed by Buyer and include any interest earned thereon. The escrow instructions shall be in the form customarily used by the Escrow Agent with such special provisions added thereto as may be required to conform to the provisions of this Agreement. Seller and Buyer will each pay one-half (1/2) of the escrow fee. If the Closing occurs, the Deposit shall be paid to Seller and credited against the

Purchase Price at Closing. If the Closing does not occur in accordance with the terms hereof, the Deposit shall be held and delivered as hereinafter provided.

2.02. Title Commitment. Within fifteen (15) days of the execution of this Agreement, Seller will deliver to Buyer a commitment for an owner's title insurance policy ("Title Commitment") issued by Chicago Title Insurance Company (the "Title Company") in the amount of the Purchase Price, covering title to the Property on or after the date of this Agreement, showing title in the intended grantor, subject only to the general exceptions contained in the policy, the Permitted Exceptions and title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at Closing and which Seller will so remove or cause to be removed at Closing by using funds Buyer will pay upon delivery of the deed.

2.03. Survey. Within fifteen (15) days of the execution of this Agreement, Seller shall deliver a survey (the "Survey") to Buyer, at Seller's sole cost and expense, but subject to reimbursement pursuant to Section 3.04 hereof. The Survey shall show no encroachments onto the Property from any adjacent property, no encroachments by or from the Property onto any adjacent property and no violation of or encroachments upon any recorded building lines, restrictions or easements affecting the Property. If the Survey is dated more than ninety (90) days prior to the Closing Date (as hereinafter defined), Seller shall furnish at Closing a certificate of the surveyor to Buyer dated within ninety (90) days prior to Closing certifying that there have been no changes or additions to the Property since the date of the Survey.

2.04. Title Defects. If either the Title Commitment or the Survey disclose any encroachment or violation or any exceptions to title other than an exception described in Section 2.02 of this Agreement (an "Unpermitted Exception"), unless the Buyer otherwise notifies the Seller that it is willing to accept the Property subject to the Unpermitted Exception(s), Seller shall have ten (10) days from the date of delivery thereof to have the Title Company issue its endorsement insuring against damage caused by such encroachments, violations or Unpermitted Exceptions, and provide evidence thereof to Buyer. If Seller fails to have the same insured against within said 10-day period, Buyer may elect, on or before the Closing, to terminate this Agreement or accept the Property subject to such encroachments, violations and Unpermitted Exceptions.

2.05. Existing Lease. The Buyer is currently leasing the parking lot located upon the Property from the Seller pursuant to a Lease Agreement dated August 1, 2011 (the "Lease"). Notwithstanding the Notice of Termination, dated November 15, 2012 directed to the Buyer, prior to the Closing Date, and for so long as no default has occurred or is occurring under the Lease or this Agreement, the Lease shall remain in effect and the Seller agrees not to terminate the Lease.

2.06. Due Diligence Period. During the period that begins on the date which this Agreement is fully executed by both parties and ending thirty (30) days thereafter (the "Due Diligence Period"), the Buyer and/or its engineer, contractors and subcontractors shall have reasonable access to the Property (during business hours and with at least one day's prior notice to Seller of the date, time and scope of the proposed inspection) for the purpose of any non-intrusive physical and environmental inspection of the Property. Seller or its agent will have the

right to accompany Buyer on any such inspection. Buyer shall not conduct or allow any physically intrusive testing of, on, or under the Property without first obtaining Seller's consent as to the timing and scope of the work to be performed, such consent not to be unreasonably withheld by Seller.

Buyer and any engineer, contractor or subcontractor accessing the Property pursuant to this Section shall have the following insurance from an insurance company reasonably acceptable to Seller: (i) commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, (ii) worker's compensation insurance at statutory limits, and (iii) employer's liability insurance in an amount not less than \$1,000,000 per occurrence. The commercial liability insurance will name Seller as an additional insured, and Buyer shall provide Seller with a certificate of insurance evidencing the same prior to Buyer's access to the Property.

Buyer shall indemnify, defend and hold harmless Seller and Seller's agents and advisors and their respective trustees, officers, directors, employees, contractors and agents from and against any and all loss, cost, damage, liability and expense whatsoever (including reasonable attorney fees) arising out of or from the conduct of the aforesaid activities by Buyer.

If, during the Due Diligence Period, the Buyer, in its sole discretion, determines that the Property is not satisfactory to the Buyer for any reason, the Buyer may notify Seller in writing, prior to the expiration of the Due Diligence Period, that the Buyer elects not to purchase the Property. Upon giving such notice, this Agreement shall automatically expire and become null and void. Buyer will return the Property to its original condition and the Deposit, together with any interest earned thereon, shall be returned to the Buyer.

ARTICLE III APPORTIONMENT OF COSTS

3.01. Real Estate Taxes. General and special real estate and other ad valorem taxes and assessments and other state or city taxes, fees, charges and assessments affecting the Property, if any, shall be prorated as of the Closing Date on the basis of one hundred percent (100%) of the most recent ascertainable amounts of, or other reliable information in respect to, each such item, and the net credit to Buyer or Seller shall be paid in cash at the Closing. Any such taxes prorated on an estimated basis on the Closing Date shall be reprorated by the parties when and as the actual amount of such item becomes known. Any adjustment due to reproration shall be effected not later than ten (10) days following final determination of the amount of such item and demand by the party to whom credit is due.

3.02. Transfer Taxes. Seller will pay all transfer taxes imposed by the State of Illinois, Kane County and the City of St. Charles, if any.

3.03. Title; Recording Costs. Seller will pay any fee the Title Company charges for issuing the Title Commitment, including any date down fee, and will also pay all premiums for the Owner's title insurance policy. Seller will pay any separate title exam charges and the recording fees for any mortgage or other encumbrance releases. Buyer will pay the recording fees for the deed conveying the Property.

3.04. Reimbursement of Certain Costs. Buyer shall, at Closing, reimburse Seller for Seller's actual costs incurred, up to a maximum amount of \$10,000 for closing costs, including, but not limited to, attorney fees, survey, title commitment and title policy. If such costs are less than \$10,000, Buyer shall also provide a credit to Seller against the real estate tax proration described in Section 3.01, but only to the extent that such credit, when added to the reimbursable costs described in this Section, does not exceed \$10,000. Any tax proration above that amount shall be credited to the Buyer at Closing.

ARTICLE IV CLOSING

4.01. Closing Date and Location; Escrow. Seller and Buyer will use their best efforts to close this transaction by June 14, 2013 (the "Closing Date"), at the offices of the Title Company, or at such other time as is mutually acceptable to Seller and Buyer. Unless the parties otherwise agree to the contrary, the Closing shall not occur prior to June 1, 2013. In this Agreement, the term "Closing" refers to Seller's conveyance of title to the Property to Buyer. Closing will take place through a New York style deed and money escrow with the Title Company serving as escrow agent (the "Escrow Agent"). Not less than two (2) days before the Closing Date, Seller and Buyer will execute the standard form of New York style deed and money escrow instructions then in use by the Escrow Agent, modified as necessary to conform to the terms of this Agreement. Seller and Buyer will each pay one-half (1/2) of the escrow fee, but subject to the reimbursement provisions set forth in Section 3.04 hereof.

4.02. Seller's Closing Documents. At Closing, Seller will deposit with the Escrow Agent for delivery to Buyer, the following documents:

- (a) A recordable warranty deed, in a form reasonably acceptable to Buyer's counsel and the Title Company, conveying good and marketable title to Buyer in fee simple, free and clear of all liens and encumbrances, except the Permitted Exceptions.
- (b) An ALTA Owner's Title Insurance Policy ("Title Policy") issued by the Title Company in the form customarily used by the Title Company for property similar to the Property, in the amount of the Purchase Price, insuring that Buyer or Buyer's assignee has marketable, good, insurable and indefeasible fee simple title to the Property, subject only to the general exceptions of the Policy, the Permitted Exceptions, and any other exceptions Buyer has elected to accept.
- (c) Payoff letters issued by the holders of all mortgages or trust deeds of record, if any, setting forth the amount(s) required to release the Property from such mortgages or trust deeds, or release deed(s) sufficient to release such mortgages or trust deeds or record as to the Property.
- (d) A duly executed affidavit attesting to the absence of any claims of lien or potential lienors known to the Seller and further attesting that there have been no improvements to the Property for one hundred twenty (120) days immediately preceding the Closing Date which have not been fully paid for.

- (e) ALTA Statements, executed in duplicate.
- (f) Executed real estate transfer tax declarations.
- (g) Executed Closing Statement.
- (h) Such other documents as reasonably may be required to consummate the transaction contemplated by this Agreement.

4.03. Buyer's Closing Documents. At Closing, in addition to the Purchase Price, Buyer will deposit with the Escrow Agent for delivery to Seller, the following documents:

- (a) ALTA Statements in duplicate.
- (b) Executed counterpart of Seller's Closing Statement.
- (c) A copy of the ordinance or resolution of Buyer's City Council, approving this Agreement and authorizing Buyer to complete the transaction described herein, certified by an authorized officer of Buyer as being a true and complete copy of the original and as being in effect.
- (d) Such other documents as reasonably may be required to consummate the transaction contemplated by this Agreement.

ARTICLE V REPRESENTATIONS

5.01. Seller's Representations. To induce Buyer to enter into this Agreement, Seller makes the following representations (all of which representations will be deemed to have been made again at the time of the Closing, and all will survive the Closing), and Seller's obligations under Section 5.03 to indemnify and hold Buyer harmless from any and all loss, expense or liability Buyer may suffer or incur, including reasonable attorneys' fees and court costs, as a result of any inaccuracy in any of such representations, will be applicable.

(a) Seller has full power and authority to enter into and carry out the terms and provisions of this Agreement. The execution and performance of this Agreement and the terms and provisions hereof by Seller are not inconsistent with, and do not result in the breach of any terms of any agreement or instrument to which Seller is a party or by which Seller may be bound.

(b) Seller has the right and authority to perform hereunder without obtaining any consent from governmental authorities or others except as expressly provided herein. The transactions herein contemplated will not constitute a violation of any applicable law, rule, regulation, ordinance, judgment, order or decree of any governmental entity or court to which Seller is subject.

(c) Seller will at all times on and after the date of this Agreement, act with diligence and in good faith to satisfy any contingencies remaining unsatisfied from time to time, and to perform its obligations under this Agreement.

5.02. Buyer's Representations. To induce Seller to enter into this Agreement, Buyer makes the following representations (all of which representations will be deemed to have been made again at the time of Closing, and all will survive the closing), and Buyer's obligations under Section 5.03 to indemnify and hold Seller harmless from any and all loss, expense or liability Seller may suffer or incur, including reasonable attorneys' fees and court costs, as a result of any inaccuracy in any of such representations, will be applicable.

(a) Buyer is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Illinois, with full power and authority to enter into and carry out the terms and provisions of this Agreement. The execution and performance of this Agreement and the terms and provisions hereof by Buyer are not inconsistent with, and do not result in the breach of any terms of any agreement or instrument to which Buyer is a party or by which Buyer may be bound.

(b) Buyer has the right and authority to perform hereunder without obtaining any consent from governmental authorities or others except as expressly provided herein. The transactions herein contemplated will not constitute a violation of any applicable law, rule, regulation, ordinance, judgment, order or decree of any governmental entity or court to which Buyer is subject.

(c) Buyer will at all times on and after the date of this Agreement act with diligence and in good faith to satisfy any contingencies remaining unsatisfied from time to time, and to perform its obligations under this Agreement.

5.03. Survival of Representations; Indemnification. The representations of the parties will be deemed to be continuing representations up to and including the Closing Date, with the same force and effect as though such representations had been made as of Closing. The representations of the parties will further survive the Closing, will not merge with any deed of conveyance, and will be continuing commitments and obligations of the parties hereto following the Closing Date, subject to any applicable statutes of limitations. Seller and Buyer agree to reimburse and indemnify each other (and Seller's and Buyer's employees, agents, successors and assigns) from and against all liability, damages and losses whatsoever, including reasonable attorney's fees and court costs, resulting from any misrepresentation, or breach of covenant made by the indemnifying party in this Agreement or in any document certificate or exhibit given or delivered to the other pursuant to this Agreement.

ARTICLE VI
CONDITION OF PROPERTY

6.01. Environmental Definitions. For purposes of this Article VI, the term "Hazardous Substance" shall mean at any time, any substance, waste, pollutant, contaminant or material, in solid, liquid or gaseous form, which:

(a) Is a substance regulated or defined or designated as hazardous, extremely or imminently hazardous, dangerous or toxic pursuant to any law, by any local, state, territorial or federal governmental authority; or

(b) Is a substance with respect to which such a governmental authority otherwise requires environmental investigation, monitoring, reporting, or remediation, including but not limited to,

(1) All substances, wastes, pollutants, contaminants and materials regulated, or defined or designated as hazardous, extremely or imminently hazardous, dangerous or toxic, under the following federal statutes and their state counterpart, as well as these statutes' implementing regulations: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.*, the Clean Water Act, 33 U.S.C. §1251 *et seq.*, the Clean Air Act, 42 U.S.C. §7401 *et seq.*, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11011 *et seq.*, the Safe Drinking Water Act, 33 U.S.C. §300f *et seq.*, the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136 *et seq.*, and the Atomic Energy Act, 42 U.S.C. §2011 *et seq.*;

- (2) Petroleum and petroleum products including crude oil and any fractions thereof;
- (3) Natural gas, synthetic gas, and any mixtures thereof;
- (4) Radon;
- (5) Radioactive substances;
- (6) Asbestos;
- (7) Urea formaldehyde;
- (8) Polychlorinated biphenyl; and
- (9) Electromagnetic field radiation.

The term "Environmental Laws" shall mean all statutes specifically described in the foregoing sentence and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Substances.

6.02. Environmental Representations. Seller represents that to the best of Seller's knowledge: (i) neither the Property nor any part thereof is in breach of any Environmental Laws, and (ii) the Property is free of any Hazardous Substances that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability.

6.03. No Notices. Seller has received no notice that the Property or any part thereof is, and, to the best of the Seller's knowledge and belief, no part of the Property is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

6.04. "As-Is" Condition. BUYER IS ACCEPTING THE PROPERTY IN "AS-IS" CONDITION AS OF THE CLOSING DATE. SELLER DOES NOT MAKE, AND BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE, ANY REPRESENTATION (EXCEPT FOR THE SELLER'S REPRESENTATION SET FORTH HEREIN), WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOIL, THE GROUNDWATER OR ANY OTHER ASPECT OR COMPONENT OF THE PROPERTY, OR THE PRESENT OR FUTURE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, FITNESS OR SUITABILITY OF THE SOIL, THE GROUNDWATER OR ANY OTHER ASPECT OR COMPONENT OF THE PROPERTY OR ANY PART THEREOF IN ANY RESPECT OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF BUYER, OR ANY OTHER REPRESENTATION, GUARANTEE, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO.

ARTICLE VII POSSESSION/DAMAGE PRIOR TO CLOSING

7.01. Delivery at Closing. Seller will deliver possession of the Property to Buyer at Closing, and shall remove any personal property belong to Seller from the Property prior to Closing, except to the extent otherwise provided herein. Seller and Buyer shall conduct a walk through inspection of the Property within fifteen (15) days of the date of this Agreement and shall prepare an inventory list of the items of personal property and fixtures which Seller shall leave on the Property. If the Seller and Buyer do not both execute an agreed upon the inventory list within ten (10) days of the walk through, either party may terminate this Agreement by giving notice of such termination within fifteen (15) days of the walk through inspection. Upon such notice, this Agreement shall become null and void and the Deposit, together with any interest earned thereon, shall be returned to the Buyer.

7.02 Destruction or Damage. If, subsequent to the date hereof and prior to the Closing Date, all or any material portion (in the judgment of Buyer) of the Property shall be destroyed or damaged by one or more incidents of vandalism, fire and/or other casualty, whether or not covered by insurance, Seller shall immediately give Buyer notice of such occurrence. In such event, the parties shall close the transaction contemplated hereby as scheduled, but Buyer shall have the right to participate in the adjustment and settlement of any insurance claim relating to said damage, and Seller shall assign and/or pay to Buyer at closing all insurance proceeds (and other related choses in action, if any) collected or claimed with respect to said loss or damage plus any deductible or self-insured amount; provided, however, that the amount of such proceeds paid to Buyer shall not exceed the Purchase Price.

ARTICLE VIII
BROKERS

8.01 No Brokers. Seller and Buyer represent and warrant to each other that they have dealt with no brokers or real estate agents in connection with the transaction described in this Agreement.

8.02. Indemnity. Seller and Buyer will indemnify each other against all loss, cost, damage and expense the other may incur as the result of a claim for commission, fee or other compensation made by any broker or real estate agent by reason of the transaction described in this Agreement, where such claim is based on dealings or alleged dealings by such broker or agent with the indemnifying party.

8.03. Survival. The representations of Seller and Buyer, and their agreements contained in this Article VIII, will survive the Closing or other termination of this Agreement.

ARTICLE IX
DEFAULT

9.01. Default by Seller. In the event the Closing and the transactions contemplated hereby do not occur as provided herein by reason of the default of Seller, Buyer may elect, as the sole and exclusive remedy of Buyer, to (i) terminate this Agreement and receive the Deposit from the Escrow Agent; (ii) rescind this transaction; or (iii) enforce specific performance of this Agreement. Notwithstanding the foregoing, nothing contained herein shall limit Buyer's remedies at law or in equity as to obligations that survive the closing or termination of this Agreement.

9.02. Default by Buyer. In the event the Closing and the transactions contemplated hereby do not occur as provided herein by reason of the default of Buyer, Seller may elect, as the sole and exclusive remedy of Seller, to (i) terminate this Agreement and receive the Deposit from the Escrow Agent; (ii) rescind this transaction; or (iii) enforce specific performance of this Agreement. Notwithstanding the foregoing, nothing contained herein shall limit Seller's remedies at law or in equity as to obligations that survive the closing or termination of this Agreement.

ARTICLE X
MISCELLANEOUS

10.01. Fees and Expenses. All costs, fees and expenses, including reasonable attorneys' fees, and court costs, incurred by a non-defaulting party as a result of the default of the other party will be paid by the defaulting party.

10.02. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and will be deemed to have been given when delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid return receipt

requested to the addresses noted below; (b) by means of prepaid overnight delivery service to the addresses noted below; or (c) by email transmission to the email addresses noted below:

If to Seller: St. Charles Memorial Post #5036, VFW, Inc.
119 North Third Street
St. Charles, IL 60174

With a copy to: James F. Cooke
215 W. Illinois Street
St. Charles, IL 60174
Email: jcooke@jimcookelaw.com

If to Buyer: City of St. Charles
Two East Main Street
St. Charles, IL 60174
Attn: City Administrator

With a copy to: Gorski & Good, LLP
Attn: Robin Jones
211 S. Wheaton Avenue, Suite 305
Wheaton, IL 60187
Email: rjones@gorskigood.com

or to such other address as a party may from time to time specify in writing to the other parties in accordance with the terms hereof.

10.03. Amendment. This Agreement cannot be amended or terminated except by written instrument signed by all the parties hereto.

10.04. Waiver. No failure by Seller or Buyer to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy upon a breach thereof, will constitute a waiver thereof. Any party hereto, by notice to the other parties, may, but will be under no obligation to, waive any of its rights or any condition to its obligations hereunder, or any duty, obligation or covenant of the other parties hereto. No waiver will affect or alter any other covenant, agreement, terms or condition of this Agreement, all of which shall continue in full force and effect.

10.05. Captions. The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.

10.06. Governing Law. This Agreement has been entered into in the State of Illinois and will be interpreted under and government by the laws of the State of Illinois.

10.07. Assignment. Buyer may not assign this Agreement, or any of Buyer's rights hereunder, nor may Buyer delegate its duties, without first obtaining Seller's written consent, which Seller may withhold in its absolute discretion.

10.08. Binding Effect. Without limiting the provisions of Section 10.07, this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and assigns.

10.09. Prior Agreements. This Agreement (including the exhibits attached hereto) is the entire agreement between Seller and Buyer and supersedes in its entirety all prior agreements and understandings relating to the Property. The Exhibits attached hereto are a material part of this Agreement.

10.10. Time of the Essence. Time is of the essence of the performance of each of the obligations of Seller and Buyer.

10.11. Execution. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.12 Liquor License. The parties acknowledge that the existing liquor license held by the Seller is scheduled to expire on April 30, 2013. The Seller has scheduled two (2) events for which a liquor license is required, on May 11th and May 25th, respectively. The Buyer shall issue an E-1 liquor license for each such event under the following circumstances: (i) a timely application for a liquor license is filed with the Buyer, (ii) the Seller meets each and every applicable provision of the Buyer's liquor control ordinance and the Liquor Control Act of 1934 relating to applications, qualifications, regulations and restrictions for operators of licensed establishments. The Buyer shall waive the application fee for such application.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written.

SELLER:

ST. CHARLES MEMORIAL POST #5036, VFW,
INC., an Illinois not-for profit corporation

By: _____
Its _____

ATTEST:

City Clerk

BUYER:

CITY OF ST. CHARLES, an Illinois municipal
corporation

By: _____
Mayor

ATTEST:

City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL ONE:

LOTS 3, 4, 7 AND 5 FEET OF THE NORTHEAST CORNER OF LOT 2 (BEING 5 FEET ON STATE STREET AND RUNNING SOUTHERLY TO A POINT ON THE EASTERLY LINE OF SAID LOT 2, WHICH IS 60 FEET FROM STATE STREET) IN BLOCK 47 OF THE ORIGINAL TOWN OF ST. CHARLES, ON THE WEST SIDE OF FOX RIVER, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS

PARCEL TWO:

LOT 8 IN BLOCK 47 OF THE ORIGINAL TOWN OF ST. CHARLES, ON THE WEST SIDE OF FOX FIVER, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Covenants, conditions and restrictions of record;
2. Private, public and utility easements and roads and highways, if any;
3. General taxes for 2012 and subsequent years;
4. Special taxes or assessments for improvements not yet completed, if any;
5. Installments not due as of the Closing Date for any special tax or assessment for improvements previously completed.

**MINUTES
CITY OF ST. CHARLES, IL
GOVERNMENT OPERATIONS COMMITTEE
MONDAY, APRIL 1, 2013**

1. Opening of Meeting

The meeting was convened by Chair. Martin at 7:12 p.m.

2. Roll Call

Members Present: Chair. Martin, Ald. Stellato, Monken, Carrignan, Payleitner, Turner, Rogina, Krieger, Bessner, and Lewis

Members Absent:

Others Present: Brian Townsend, Chris Aiston, Peggy Forster, Chris Minick, Mark Koenen, Chief Lamkin, Kathy Livernois, Rita Tungare, and Acting Fire Chief Schelstreet

3. Omnibus Vote

None.

4. Mayor's Office

- a. Recommendation to approve a Class B6 Liquor license for Volpe Restaurant to be located at 210 Cedar Street, St. Charles (former Isacco Kitchen).**

Mayor DeWitte: First item this evening is a B6 liquor license for Volpe Restaurant. This is a new owner that will be taking over the Issaco establishment on Cedar Street. Application has been completed, Police Department has completed the background check and I ask for approval for this restaurant license.

Ald. Lewis: What is a B6 license?

Tina: To be able to purchase an unopened bottle of wine with a purchase of a takeout order from a restaurant, such as what Francesca's has.

Chrmn. Martin: We have a great opportunity to reduce our liquor licenses at this time and I'm sorry to see that we are going to agree to have another in an area where we really don't need additional liquor licenses.

Ald. Carrignan: It's a restaurant, not a bar.

Motion by Ald. Stellato, second by Monken to recommend approval of a Class B6 Liquor license for Volpe Restaurant to be located at 210 Cedar Street, St. Charles (former Isacco Kitchen).

Roll Call: Ayes: Stellato, Monken, Carrignan, Payleitner, Turner, Rogina, Bessner, Lewis; Nays: Kriger. Chair. Martin did not vote as Chair. **Motion carried.**

- b. Recommendation to approve a Class B2 Liquor license for Macarena Tapas to be located at 1890 W Main Street, St. Charles (former Fat Rosie's Restaurant).**

Mayor DeWitte: This is a recommendation for a Class B2 license for Macarena Tapas to be located at 1890 W Main Street. This is the former Fat Rosie's restaurant. Application and background checks have been completed and I ask for approval of this B2 restaurant license.

Motion by Ald. Monken, second by Stellato to recommend approval of a Class B2 Liquor license for Macarena Tapas to be located at 1890 W Main Street, St. Charles (former Fat Rosie's).

Ald. Turner: I want to make sure that we are not adding a license here; we are just reissuing one from a closed establishment?

Mayor DeWitte: That is correct. And for the record, closed establishments are required to turn in their licenses. These are brand new applications by the new owners that are being approved independent of the owner who has possession of the previous license.

Roll Call: Ayes: Stellato, Monken, Carrignan, Payleitner, Turner, Rogina, Bessner, Lewis; Nays: Kriger. Chair. Martin did not vote as Chair. **Motion carried.**

5. Police Department

- a. Recommendation to approve a lane closure on Illinois Street Bridge for Ducky Derby Drop and use of amplification for a loudspeaker device.**

Chrmn. Martin: Since this item is being presented by the Rotary Club and I am an officer of the Rotary Club, I will turn this over to Ald. Krieger.

Chief Lamkin: This is for June 9 for one hour. We put a lot of thought of what would work best for this to be able to manage with minimal disruption. This is on Sunday of Riverfest and given the bridge and where it will be, we felt we could manage this well enough. We asked them to do some testing to determine how these ducks could be implemented into the river; so what we are recommending really works the best. I would like to introduce Sandy Shelby as the event coordinator of Rotary to talk about this event.

Sandy Shelby: The Ducky Derby is an event that is going to help our high school students in St. Charles. Our Rotary Club is dedicated to service above self and we raise money year round to give out for scholarships. This year we reached out to Superintendent D303 Don Schlomann and asked if we do this fundraiser could we partner with the school district and split the proceeds originally saying that part of the money could go to drug prevention awareness for the teens. He told us that the Police Department already takes care of that for them but the one thing they felt they could really use our help with are the social/emotional health issues for things such as suicide prevention, bullying prevention, self-injury prevention, and all those things that teenagers have to deal with and face so this money will go to the HOPE Yellow Ribbon Clubs. Both East and North are partnering with the athlete scholars, peer leadership groups, and an array of other people who are behind at the schools. They think this is a good idea that will help to bring more awareness and help peers help peers to watch out for each other.

Motion to approve by Ald. Carrigan, second by Stellato to recommend approval of a lane closure on Illinois Street Bridge for Ducky Derby Drop and use of amplification for a loudspeaker device.

Voice vote: unanimous; Nays: None; Chair. Martin did not vote as Chair. **Motion carried.**

6. Information Systems Department

a. Recommendation to approve an upgrade to the Call Manager system and approve a contract with Sentinel in the amount of \$45,323 to complete the Telephone System Upgrade Project.

Peggy Forster: We are requesting to sign a contract with Sentinel to upgrade our phone system. There has not been a significant upgrade in 13 years and it is well overdue. There is no budget increase involved. This is using money already in the budget.

Motion by Ald. Carrigan, second by Turner to recommend approval of an upgrade to the Call Manager system and approve a contract with Sentinel in the amount of \$45,323 to complete the Telephone System Upgrade Project.

Voice vote: unanimous; Nays: None; Chair. Martin did not vote as Chair. **Motion carried.**

b. Presentation to introduce CitySourced Citizen Service Request Mobile App – Information Only.

Peggy Forster: Tonight I am introducing you to St. Charles Connect. It's the newest application put out by the City. For many years our way of communicating with citizens was through the newspapers; and then more recently in the last decade or two we've been using more digital communication with things like our website or Facebook page, and twitter feeds. This new application is one that will go one step further and reverse that situation so that it gives our citizens an opportunity to communicate with us directly. More and more people are using mobile devices not only to communicate but also to get their

news. All the statistics show that. Just a year ago about 10% of the people accessing our website were doing it from a mobile device; now its 20% doing it from a mobile device. Experts say that within a couple of years it is going to be up to 50% of the people who are accessing our website and are doing so through mobile devices. On St. Patrick's Day weekend, 44% of people were accessing our website through mobile devices.

Sometime ago Brian asked us to look at the possibility of doing a mobile application for the City. We looked into it and discovered it was pretty resource intensive. In order to develop an application for mobile devices you have to consider all the types of devices that it is going to be deployed on. So you have to develop many types of applications and support them; it was going to be pretty costly up front. We decided to look instead at ways to utilize already developed applications and just put the City's signature on it. The next thing we had to do was to decide what type of application. Brian was serious about wanting something that would involve city engagement. We went ahead and looked at available applications and chose CitySourced because it did support all of the four main mobile platforms. We got the IOS, the Android, Blackberry, and Windows platforms already supported. In addition to that it also supports web interface so folks who don't have mobile devices can still go through the web browser to get access to this application. Its already in use by communities like San Francisco, Honolulu, down to Sandy Springs, Georgia; so we know it is a very scalable software service and we wouldn't have those upfront costs associated with a new application.

Citizens will benefit from this application because it puts direct access to the City right in the palm of their hands. When they submit a report to the City, whoever is the most able to effect a resolution to that report will be the person who gets the notification about it. It also allows citizens to provide more information so the report will include GPS coordinates, it can include photos or videos of the report that they are trying to illustrate. It is going to allow them to track the progress of their report or any report that's been submitted so they can get back on their device or website and track the progress. They can use it to just request information; it's not only for reporting problems. They can read the City news on this when we publish something to the web page; it is automatically routed to this application. So there's no additional work on our part to publish this through this web app.

The City does also gain some benefit from this. It allows us more direct communication with the citizens. When someone submits a report we can have direct communication back to that citizen. It also leverages numbers. We have eyes and ears all over the City who can submit things to us so that we can become aware of them sooner. It also allows us to analyze data that we collect because we can access the CitySourced servers, download information, and slice it/dice it anyway we want so we can develop statistics for spot trends and be more proactive to problem solving.

Peggy did a Powerpoint presentation of a guided tour of the application. She mentioned one slide that shows the tracking sequence of a request being submitted. Each report that has been submitted is illustrated by a pin. A blue pin indicates it is a new report; a yellow pin indicates it is a work in progress; and a gray pin indicates it has been resolved. A person

can then find their particular report by its pin, select it, and get the details of his report. This is not a substitute for Emergency Response. If there is a life safety issue, you need to call 911. The same goes for an electric outage or sewage backing up in your basement. You need to call the emergency numbers. This particular application is to be used for things that can be handled during normal working hours. It is not to be used for FOIA requests because those requests require some specific information that this application is not geared to handle.

You can get this application by downloading it from your Apps store or there's a badge at the bottom of the City's web page that you can click on that will take you to the page as well. Right now it is available on Apple and Android sites. Blackberry has the application but has not published it yet and the Windows app will be available soon for Windows 8.

Ald. Lewis: I think this is fabulous. I heard about this a few months ago and am so glad you came and gave us this presentation. I think it will be helpful to the citizens of St. Charles.

Ald. Bessner: I think it is a great feature as well. Is there any difference for a resident vs. a non-resident using this application? Is there a way to track that?

Peggy: No there is no difference.

Ald. Rogina: Does this system allow for an alderman of a particular ward to receive information about particular concerns of the citizens?

Peggy: There's nothing in place now that allows you to just see your ward. You can obviously go to the map and look at what has been reported for your ward.

7. City Administrator's Office

a. Discussion regarding the unwanted distribution of newspapers and other periodicals in residential neighborhoods.

Brian Townsend: Over the past 6-7 months we've received a number of concerns from residents in our community about the unwanted receipt of newspapers that tend to be tossed on the parkways, driveways, end of the street, etc. There have been several publications or newspapers that employ this tactic for the purpose of distributing their publication. I've talked previously with Ald. Martin, Ald. Krieger has sent me emails, and more recently Ald. Lewis has been dealing with a resident out in the Harvest Hills area who is very concerned about this practice and is curious as to what the City can do about it. We have consulted with the City attorney and obtained some advice about how residents could go about to address this issue. We do have an ordinance regarding litter and the unwanted distribution of materials like this but there are some special circumstances here because they are newspapers who have some first amendment privileges that other commercial entities do not have. With that as an introduction, I will turn it back over to the committee and allow you to have some conversation about this.

Chrmn. Martin: I'll direct it to Ald. Lewis to open up discussion.

Ald. Lewis: Unfortunately the gentleman who I've been working with since last September when he contacted me and I had a lot of correspondence back/forth with a legal opinion and according to his letter he was to be here this evening but his work schedule didn't allow this. He sent me a copy of what he would like to have said regarding this situation.

He has been successful in getting the papers off of his driveway, but not off of his yard or the street and he included pictures in the packet you received tonight. He has done everything but cartwheels to try and get the Triblocal to stop delivering these newspapers and that's where it goes into the first amendment right. He understands that he may need to put up signs and if does this they would be at the entrance of Harvest Hills and that would be at the homeowner's expense to do that. I believe this is a problem all over the community and not just unique to the 5th Ward or Harvest Hills. It is frustrating now when the snow melts and you see all these newspapers that have collected over the winter in the driveways, yards, foreclosed homes, etc. One woman went across the street in her neighborhood and pick up 15 newspapers and threw them away. It shouldn't be up to our residents to police this.

Ald. Stellato: Brian you mentioned we have a litter law against littering. When does littering and first amendment, freedom of speech, when do they merge?

Atty. Gorski: First Amendment trumps everything. You have these handbills being dropped on private property. The Case law generally provides discussion of protection under the first amendment between commercial and non-commercial. The problem is they all have one or two articles referencing events that happened in the City which from a judicial scrutiny pulls them into pure speech protection. In our City Code Title 5.24 Handbills and in 5.24.10 says this chapter's intent is to protect people against the nuisance and incidents of promiscuous distribution of handbills which this qualifies as. (Recited a case where a matter went before court with a similar ordinance and the court threw out the case.) Once you're in the first amendment area it is very tough. I stated to Brian earlier that the more effective way of dealing with this is to have property owners precede under the "trespass law" and the gentleman you referenced is doing the right exact thing. You pick the paper up, see who the editor is, you call him, write him a letter saying don't do this anymore you are trespassing on my property, keep accurate records of the date of who you talk to. That's the notice provision. Once you've notified them and the resident specifically agrees he wants to proceed with it, he should report to the police department and indicate what he's been doing, and the police department can take action on it, but you have to have a private property owner foot the complaint.

Ald. Stellato: Let's clarify public vs. private property. Where I see most of the newspapers deposited is mostly on the public right of way.

Atty. Gorski: That's even worse. The courts recognize public right of way as the quintessential public forum. Your rights are actually higher on private property. When you

put them on the public property it becomes time, place, and manner; and the courts are pretty liberal about permitting any form of free speech. This is an issue in every town in the area. You are not unique in this at all. The attorneys I've talked to said they turn around and step away from it because there is always going to be an advocacy group for first amendment rights where you'll end up in the Federal courts.

Ald. Bessner: We have an ordinance that requires a permit for solicitation – is this similar?

Atty. Gorski: When a person comes up to your door and you have a “no solicitor” sign posted that's the same as a trespass. What you have here are guys who come down the public right of way in their car and are tossing them out.

Ald. Stellato: We can regulate who comes door-to-door. We can't regulate whose driving down the street.

Ald. Lewis: So basically there's nothing we can do.

Atty. Gorski: The more efficient way to go about it is to look at our trespass ordinance, advise our citizens as to the steps they have to take to act under the ordinance if they choose to do so.

Ald. Lewis: I would like to direct staff to do that.

Brian: Mr. Hughes obviously has had an issue with the Chicago Tribune and their publication. I know at my home it hasn't just been the Tribune; it has been the Republican, Chronicle, and the Examiner. I think it is a fairly common practice and the thing most frustrating from my perspective is you have a resident who has made a good faith effort to say to the newspaper “stop doing this” and yet they are not paying attention or not respecting the citizens wishes not to have their newspaper distributed. In talking with Chief Lamkin about this, we were talking about the enforcement and most of this is done very early in the morning or late at night when people are generally not outside and no one sees them. I think the chance if there was a police car there, the person would probably not do it; so it makes it very difficult to enforce even if we wanted to go forward. A little common courtesy and respect for residents' wishes would go a long way towards addressing this if they wanted to do that.

Chrmn. Martin: Can we get this put in “The Den” newsletter? At least we'll be informing the public of the position we are in and carry it from there.

Brian: Yes we can do that.

Ald. Rogina: In taking a tour of the City recently and you have a week like Spring break, it is awful. People are gone and stuff piles up and it is really unsightly to say the least.

Ald. Stellato: If it is difficult to stop the process can we at least decide where the appropriate place would be to deliver that paper? If you told the people delivering the newspaper that it had to end up on someone's porch so that it wouldn't be laying out in the public and they could throw it away – we can't even direct that?

Atty. Gorski: No and your frustration is shared by many communities around here. The constitution errors on the side of the pre-distribution of this stuff and the right of the property owner to protect his property from trespass, in this case, is paramount to the right of government in regulation to control the distribution that something that the courts would look at as pure speech; even though its 98% commercial in nature. What a citizen can do on his own private property is one thing and what the government can do is a matter of regulation of speech. It is considerably different.

Ald. Lewis: Brian, as Ald. Martin suggested, it would be nice to have an easy to understand, simple answer because this question will continue to come up. At least the residents would understand that's it not for lack of trying or that we don't notice it.

Ald. Stellato: If we could have a form letter, addresses, and contact information of the newspapers that residents might want to cancel on our website that they could access – that would be nice.

8. Executive Session

- Personnel
- Pending Litigation
- Probable or Imminent Litigation
- Property Acquisition
- Collective Bargaining
- Review of Minutes of Executive Sessions

9. Additional Items - None

10. Adjournment

Motion by Ald. Carrigan second by Stellato to adjourn meeting at 8:02 p.m.

Voice vote: unanimous; Nays: None; Chair. Martin did not vote as Chair. **Motion carried.**

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**MINUTES
CITY OF ST. CHARLES, IL
PLANNING AND DEVELOPMENT COMMITTEE
MONDAY, APRIL 8, 2013 7:00 P.M.**

Members Present: Stellato, Monken, Payleitner, Turner, Carrignan, Rogina, Martin, Krieger, Bessner, Lewis

Members Absent: None

Others Present: Russell Colby, Planning Division Manager; Matthew O'Rourke, Planner; Chris Tiedt, Development Engineering Division Manager; Rita Tungare, Director of Community Development; Joe Schelstreet, Acting Fire Chief; Don DeWitte, Mayor; Brian Townsend, City Administrator

1. CALL TO ORDER

The meeting was convened by Chairman Carrignan at 7:00 P.M.

2. ROLL CALLED

Roll was called:

Present: Stellato, Monken, Payleitner, Turner, Carrignan, Rogina, Martin, Krieger, Bessner, Lewis

Absent: None

3. MAYOR'S OFFICE

- a. Recommendation to approve a Class A1 liquor license for K-Square Express, Inc. d/b/a One Stop Liquors located at 1401 Prairie Street, St. Charles.

Mayor DeWitte stated this application is for the change of hands of a liquor license, with the previous owner turning in his current license and a new application for Mr. Nayak. The City is trying to coordinate efforts so this license can go into effect on May 1st as will the transaction to exchange ownership of the property. He stated background checks have been completed and the Police Dept. is waiting for receipt of conviction from the Illinois Bureau of Identification, but it does not mean the applicant has had any, it means they are doing their record check. He added with submission of all the appropriate paperwork, he would request approval and that it would not increase the existing number of liquor licenses.

Aldr. Turner made a motion to recommend approval of a Class A1 liquor license for K-Square Express, Inc. d/b/a One Stop Liquors located at 1401 Prairie Street, St. Charles, contingent upon compliance with background checks. Seconded by Aldr. Monken. No additional discussion.

Roll Call Vote:

Ayes: Stellato, Monken, Payleitner, Turner, Rogina, Bessner

Nays: Martin, Krieger, Lewis

Absent: None
Motion Carried.

4. COMMUNITY DEVELOPMENT

- a. Recommendation to approve Special Uses for Planned Unit Development, Restaurant, and Drive-Through Facility, PUD Preliminary Plan, and Final Plat of Subdivision at 1915 W. Main Street (McDonald's).

Mr. O'Rourke presented three petitions relating to the proposed demolition and reconstruction of McDonald's located at 1915 W. Main Street. He stated there is a petition for Special Use which encompasses a request for a new Planned Unit Development on the site and also a drive through facility and restaurant, which is considered a Special Use in the BL Zoning District. He stated there is also a petition for a PUD Preliminary Plan associated with the PUD and a Final Plat of Subdivision. The property consists of three parcels but the applicant is looking to consolidate them into one.

Mr. O'Rourke stated that the majority of the site plan details are the same as the Concept Plan that was presented to the Committee in December. He stated the applicant has added some enhanced landscaping features. In particular, fencing along the west, north and south property line has been added. He said they are requesting to reduce the required off street parking from 52 spaces to 49 spaces and reduce the number of required ornamental trees located along the northern property line and building foundation. He stated the landscaping is somewhat dense in these locations; therefore, the applicant has reduced this landscaping. Mr. O'Rourke stated that the Plan Commission recommended that the applicant install a pedestrian path from the western parking spaces to the building entrance. The applicant has incorporated some striping along the south corner of the parking spaces and a new sidewalk has been added to the site plans. He also stated that at the public hearing the applicant stated that they would propose a revised elevation where the cultured stone elements currently on the east façade would be moved to the north facing or Main Street elevation. He stated that in order to accommodate the deviation requests, the enhanced landscaping plan has an outdoor water feature, outdoor seating, and extra plants which add aesthetic to the area. He stated the Plan Commission did recommend approval of this project and staff has also recommended approval and has submitted draft findings of fact.

Mr. Henry Stillwell, 300 East Roosevelt, Wheaton, IL attorney representing the applicant, McDonald's, stated that Matt did a wonderful job pointing out all the salient issues; however, he added that the applicant has also incorporated a decorative ornamental fence along the east property line and installed a 3 ft. ornamental fence along the north property line. He stated that at the December Concept Plan P&D meeting, it was requested that the applicant evaluate cross access to the west. The applicant submitted a report by V3 and based on their analysis, it was determined that cross access would have negative impacts on parking, trash enclosure location and site circulation. He stated that McDonald's has sites with cross access but it is based on site specific information. McDonald's must perform a detailed risk assessment based on site circulation and pedestrian safety. The applicant stated that they are willing to work with the City in the future. McDonald's is a good corporate citizen and when all facts are known, they will reconsider the cross access.

Aldr. Martin made a motion to approve Special Uses for Planned Unit Development, Restaurant, and Drive-Through Facility, PUD Preliminary Plan, and Final Plat of Subdivision at 1915 W. Main Street (McDonald's). Seconded by Aldr. Krieger.

Chairman Carrigan stated that at the time of Concept Plan submittal, he pressed for cross access with an argument in the minutes. He stated that the argument now makes sense with a couple of concerns. He stated that in reference to Main Street, specifically the location of the two entries and in particular, the one furthest west, it is very close to the other one. A lot of landscaping will be installed along the northwest corner to the west of the entry. He asked the applicant to be sure that the landscaping is small enough so you don't block vision and he would prefer to not see a tree in that spot.

Mr. Stillwell stated that he has no objection and when it comes to the landscape palette, they work with the community closely, and site line issues will be addressed. The landscape architect is present this evening and is listening to your comments.

Chairman Carrigan stated that the farther the west entrance could be moved to the east, the better, to get some separation from the other driveway.

Mr. O'Rourke stated that the number of trees on the site in terms of meeting the ordinance is tight and this could create an additional deviation.

Mr. Stillwell responded that they could make sure it is an over story tree so that no sight line issues would be remaining.

The Committee voted on the motion. Approved unanimously by voice vote. Motion carried.

- b. Recommendation to approve a Four Season - Corridor Improvement Grant for 108 Second Street (Doc Morgan).

Mr. O'Rourke stated that this is a Four Season \$1,000 grant program through the Corridor Improvement Commission to help plant perennials and bushes to spruce up sites with prominent features. The Corridor Commission has recommended approval and so has staff.

Aldr. Krieger made a motion to approve a Four Season - Corridor Improvement Grant for 108 S. Second Street (Doc Morgan). Seconded by Aldr. Stellato. No additional discussion. Approved unanimously by voice vote. Motion carried.

- c. Recommendation to approve a Four Season – Corridor Improvement Grant for 116 State Avenue (Lou Little).

Mr. O'Rourke stated that this is a Four Season \$1000 grant. The Corridor Commission has recommended approval and so has staff.

Aldr. Krieger made a motion to approve a Four Season - Corridor Improvement Grant for 116 State Avenue (Lou Little). Seconded by Aldr. Stellato. No additional discussion. Approved unanimously by voice vote. Motion carried.

- d. Recommendation to approve a Four Season - Corridor Improvement Grant for 203 Illinois Avenue (Wilson Travel).

Mr. O'Rourke stated that this is a Four Season \$1000. The Corridor Commission has recommended approval and so has staff.

Aldr. Krieger made a motion to approve a Four Season - Corridor Improvement Grant for 203 Illinois Avenue (Wilson Travel). Seconded by Aldr. Martin. No additional discussion. Approved unanimously by voice vote. Motion carried.

- e. Recommendation to approve a Final Plat of Subdivision for Boulder Heights Subdivision (802 S. 5th Avenue).

Mr. Colby stated that this is a two lot minor subdivision on 5th Avenue creating two single-family residential lots. The Plan Commission along with staff is recommending approval.

Aldr. Krieger asked if the houses would be required to maintain the same height as the existing houses around it and that she has concerns of having a tall tower next to a standard two story home.

Mr. Colby responded that the zoning requirements would need to be met, which limits the height to 32 feet to the roof peak.

Chairman Carrigan noted since this is not on a PUD, it is just restricted to zoning. Mr. Colby stated that's correct.

Aldr. Stellato made a motion to approve a Final Plat of Subdivision for Boulder Heights Subdivision (802 S. 5th Avenue). Seconded by Monken. No additional discussion. Approved unanimously by voice vote. Motion carried.

- f. Recommendation to approve an amendment to Special Use for a Planned Unit Development and PUD Preliminary Plan - Tyler and Rt. 64 Business Park (St. Charles Chrysler, Jeep and Dodge).

Mr. O'Rourke stated that the owners of the St. Charles Chrysler, Jeep and Dodge dealership are proposing to alter the front yard setback in the Tyler and Rt. 64 PUD. He said this was approved in 2004 and the property was zoned M-1 with the front yard setback requirement of 40 feet. There was also a 50 ft. setback requirement on East Main Street and since that time, the underlying zoning was changed to BC-Community Business, which now has a front yard setback of 20 ft. The purpose of this proposal is to allow the amendment of the PUD permitting the 20ft. setback that is currently allowed in the underlying zoning.

Chairman Carrigan asked if this is what the underlying zoning is currently and Mr. O'Rourke stated it was.

Aldr. Stellato made a motion to approve an amendment to Special Use for a Planned Unit Development and PUD Preliminary Plan - Tyler and Rt. 64 Business Park (St. Charles Chrysler, Jeep and Dodge). Seconded by Aldr. Bessner. Approved unanimously by voice vote. Motion carried.

5. ADDITIONAL BUSINESS

- a. Update on the Comprehensive Plan Project - Information only.

Mr. Colby stated that the Plan Commission concluded their review at their meeting held on March 19, 2013 and made a recommendation on the plan. The plan is ready to be brought before the Committee as early as May 2013.

6. ADJOURNMENT

Aldr. Turner made a motion to adjourn. Seconded by Aldr. Stellato at 7:17pm.