

 <p>ST. CHARLES SINCE 1834</p>	PLAN COMMISSION AGENDA ITEM EXECUTIVE SUMMARY			
	Project Title/ Address:	General Amendment (City of St. Charles) Bus Shelter Advertising		
	City Staff:	Russell Colby		
Please check appropriate box (x)				
	PUBLIC HEARING 9/6/11	X	MEETING 9/6/11	X
APPLICATIONS UNDER CONSIDERATION:				
General Amendment				
ATTACHMENTS AND SUPPORTING DOCUMENTS				
Staff Report		Brochure on PACE Program		
Application and attachments		Transcript from 7/5/11 hearing		
PACE Advertising Shelter Agreement				
EXECUTIVE SUMMARY:				
<p>The Plan Commission last discussed this item on 7/5/11. The hearing was continued with no discussion on 7/19/11 and 8/2/11.</p> <p>Representatives from the City's Public Works Department and PACE will attend the meeting to respond to questions about the administering the bus shelter advertising program.</p> <p>*****</p> <p>PACE has created a program to improve bus shelters. In exchange for allowing a small amount of advertising on a bus shelter, PACE will install and regularly maintain an upgraded model of a bus shelter. Because the units are typically placed in street right-of-way, PACE enters into an agreement with the municipality for installation of the structure.</p> <p>Placement of advertising on a bus shelter constitutes Off-Premise advertising under the Zoning Ordinance. A General Amendment to the Zoning Ordinance is required to allow for installation of Off-Premise signs on bus shelters. Bus Shelter advertising will be limited to shelters established by an RTA organization that has entered an agreement with the City for each individual bus shelter location.</p>				
RECOMMENDATION / SUGGESTED ACTION <i>(briefly explain):</i>				
<p>Staff has provided Findings of Fact for approval of the General Amendment, based upon the information available prior to the public hearing. The item has been listed on the meeting portion of the agenda for a vote this evening, should the Plan Commission believe sufficient information is available to make a recommendation.</p>				
<i>For office use only:</i>		<i>Agenda Item Number:</i>		

Community Development
Planning Division

Phone: (630) 377-4443

Fax: (630) 377-4062



STAFF REPORT

TO: Chairman Todd Wallace
and Plan Commission Members

FROM: Russell Colby, Planning Division Manager

RE: General Amendment To Title 17 (Zoning Ordinance)
Bus shelter advertisements

DATE: September 1, 2011

I. GENERAL INFORMATION

Project Name: General Amendment – Bus shelter advertisements

Applicant: City of St. Charles, Community Development Dept., Planning Division

II. BACKGROUND

PACE, the suburban bus transportation system serving the Chicago suburban areas, has created a program to improve bus shelters. In exchange for allowing a small amount of advertising on a bus shelter, PACE will install and regularly maintain an upgraded model of a bus shelter. Because the units are typically placed in street right-of-way, PACE enters into an agreement with the municipality with jurisdiction over the roadway.

At their meeting on May 23, 2011, the City Council Government Services Committee discussed the concept of entering into a lease agreement with PACE for installation of the shelters. The Committee generally supported the concept.

Placement of advertising on a bus shelter constitutes Off-Premise advertising under the Zoning Ordinance. A General Amendment to the Zoning Ordinance is required to allow for installation of Off-Premise signs on bus shelters.

III. PROPOSAL

The proposed amendment would allow placement of advertising in bus shelters located within public right-of-way. Currently, the Zoning Ordinance prohibits placement of signs in public right of way, other than those authorized by the jurisdiction with authority over the roadway. Also, the Zoning Ordinance prohibits off-premise advertising, except for placement of a sign within the same Planned Unit Development (PUD).

Existing Text:

17.28.020 General Provisions

B. Placing Signs on Public Right of Way

No signs shall be erected on any public right of way other than those placed by agencies of government or signs whose placement has been authorized by the jurisdiction having authority over the right of way. The City, without notice, may remove any sign placed on public right of way without authorization.

17.28.080 Prohibited Signs

It shall be unlawful to erect or maintain the following signs:

G. Off-Premise Signs

Signs which advertise a business or service not located on the same lot or within the same PUD or Shopping Center, or which otherwise do not relate to the uses permitted on the lot or within the same PUD or Shopping Center, such as billboards, are prohibited in all districts except PL Districts.

Proposed Text:

17.28.020 General Provisions

B. Placing Signs on Public Right of Way

No signs shall be erected on any public right of way other than those authorized by the jurisdiction having authority over said right of way or those authorized by Section 17.28.080.G.2. The City, without notice, may remove any sign placed on public right of way without authorization.

17.28.080 Prohibited Signs

It shall be unlawful to erect or maintain the following signs:

G. Off-Premise Signs

1. *Signs which advertise a business or service not located on the same lot or within the same PUD or Shopping Center, or which otherwise do not relate to the uses permitted on the lot or within the same PUD or Shopping Center, such as billboards, are prohibited in all districts except PL Districts.*
2. *Notwithstanding paragraph 1, above, off-premise signs shall be permitted in all districts when located on a bus shelter owned and maintained by a corporation created pursuant to the Regional Transportation Authority Act (701 ILCS 3615/1.01 et.seq.), which bus shelter is located on a public right-of-way, subject to the following:*
 - a. *The area of advertising signage shall not exceed 48 square feet, 24 square feet on a single side; and shall be restricted to one of the four sides of the shelter. The display shall not totally obstruct the view into the shelter from the outside; i.e., a visible gap is provided at the bottom and top to permit a view of persons using the bus shelter.*
 - b. *A lease agreement for the bus shelter must be in place between the City and a corporation formed pursuant to the Regional Transportation Authority Act (701 ILCS 3615/1.01 et.seq.*

IV. ANALYSIS

- PACE currently has 5 bus shelters located in St. Charles. More shelters could be added as a part of the program.
- The ability to install bus shelter advertising will be specifically limited to transportation organizations operated under State RTA provisions that have entered a lease agreement with the City.
- The City’s Public Works Department and the City Council will review and authorize the placement of each shelter.
- Signage will be limited as shown in the attached brochure provided by PACE. Signage may only be placed on one side of the shelter.
- The content of the sign will be controlled by the PACE Advertising Guidelines (attached) and could be subject to further restrictions if negotiated in the lease agreement with the City Council.
 - In general, obscene advertising is prohibited
 - Advertising of alcoholic beverages is only permitted with City approval.

V. REQUESTED ACTION

Staff has provided Findings of Fact for approval of the General Amendment, based upon the information available prior to the public hearing. The item has been listed on the meeting portion of the agenda for a vote this evening, should the Plan Commission believe sufficient information is available to make a recommendation.

Attachments

Findings of Fact for General Amendment
PACE Advertising Transit Shelter Agreement with Advertising Guidelines
PACE Ad Shelter Program Brochure
List of St. Charles Bus Shelter Locations

FINDINGS OF FACT
GENERAL AMENDMENT

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

The Comprehensive Plan does not directly address advertising on bus shelters. The Comprehensive Plan encourages cooperation with PACE to provide better accommodations for bus travel in the City (Commerce Chapter, Page 11-19). The amendment will lead PACE to install upgraded shelter facilities in community.

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

The amendment will allow off-premise signs in a limited and controlled manner in accordance with the purposes of Chapter 17.28 “Signs”. As a part of the lease agreement, the City will review and approve each bus shelter location.

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

The amendment is a proposed change in policy to participate in a PACE program to provide for upgraded and maintained bus shelter facilities.

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

The amendment has been proposed by the City. The amendment is in the public interest of improving facilities and access to public transportation in the community, in exchange for allowing advertising signage in a limited and controlled manner.

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

Not applicable.

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

The amendment will be applied equally to all zoning districts.

CITY OF ST. CHARLES
TWO EAST MAIN STREET
ST. CHARLES, ILLINOIS 60174-1984



COMMUNITY DEVELOPMENT/PLANNING DIVISION

PHONE: (630) 377-4443 FAX: (630) 377-4062

GENERAL AMENDMENT APPLICATION

CITYVIEW	
Project Name:	_____
Project Number:	<u>2011</u> -PR- <u>009</u>
Application Number:	<u>2011</u> -AP- <u>017</u>

Received Date
RECEIVED
St. Charles, IL

JUN 15 2011

CDD
Planning Division

Instructions:

To request an amendment to the text of the St. Charles Zoning Ordinance, complete this application and submit it with all required attachments to the Planning Division.

City staff will review submittals for completeness and for compliance with applicable requirements prior to establishing a meeting or public hearing date for an application.

The information you provide must be complete and accurate. If you have a question please call the Planning Division and we will be happy to assist you.

1. Applicant:	Name	City of St. Charles	Phone	630-377-4443
	Address	2 E. Main St. St. Charles, IL 60179	Fax	630-377-4062
			Email	r.colby@stcharlesil.gov
2. Billing: <i>Who is responsible for paying application fees and reimbursements?</i>	Name	Same as above	Phone	
	Address		Fax	
			Email	

Attachment Checklist

- APPLICATION:** Completed application form
- APPLICATION FEE:** Application fee in accordance with Appendix B of the Zoning Ordinance.
- REIMBURSEMENT OF FEES AGREEMENT:** An original, executed Reimbursement of Fees Agreement and deposit of funds in escrow with the City, as provided by Appendix B of the Zoning Ordinance.
- WORDING OF THE REQUESTED TEXT AMENDMENT**
One (1) copy of Proposed Amendment (Letter Sized) and one (1) Electronic Microsoft Word version on CD-ROM

Advertising Transit Shelter Agreement

THIS AGREEMENT is made and entered into this ___ day of _____, 2010 by and between the Suburban Bus Division of the Regional Transportation Authority, a unit of local government and municipal corporation created under the Regional Transportation Authority Act (hereinafter "Pace"); the _____, a unit of local government and municipal corporation created under the laws of the State of Illinois (hereinafter "Municipality"); and Titan Outdoor, a private corporation (hereinafter "Titan").

WHEREAS, Municipality and Pace recognize the importance of providing passenger shelters within Municipality corporate limits to riders of public transportation, and

WHEREAS, Pace and Titan have entered into an agreement for the acquisition, installation and maintenance of passenger shelters placed within Pace's service region and for the sale of advertising space on such shelters (Pace Contract #103193C, (hereinafter "Contract"); and

WHEREAS, the Parties wish to set forth revenue sharing principles applicable to the income received from advertising shelters placed within Municipality's corporate limits, and to establish other parameters of the Program,

NOW THEREFORE, the Parties agree as follows:

1. Duration. This agreement shall remain in force for a minimum term of ten (10) years from the date of enactment. This agreement shall be automatically renewed for an additional five-year term unless written notice to terminate is given by either party within thirty (30) days of the end of the initial term.

2. Type and location of Shelter. Pace shall, after Municipality approval of shelter locations and design from the shelter types available to Pace at the time of construction, determine the location wherein each shelter shall be placed within the Municipality with regard to optimum passenger usage and bus route access. Pace shall construct the concrete pad at locations and with specifications agreed to by Municipality. Any shelters to be erected will be of a type approved by the Municipality.

3. Inspection, Maintenance and Repair. Pace agrees that the shelters will be in conformity with applicable building codes of the Municipality. For those sites at which Pace is responsible for construction of the concrete pad, Pace or its designee is responsible for obtaining state highway permits for all shelter locations on state routes, and municipal and/or county permits for other locations. Titan will inspect, maintain, repair, clean and service the shelters at least once per week. Titan shall repair or remove, if necessary, any shelter so in need, or if the shelter's condition presents a threat to public safety, within forty-eight (48) hours of notification from the Municipality.

4. Electricity. Ad shelters are electrified for nighttime illumination via solar power. No connection to an electrical source is necessary.

5. Type of Advertising. Titan and Pace agrees that it will utilize the shelters only for advertising material that is consistent with the Pace Advertisement Guidelines. Titan is responsible for the installation and removal of all advertising material as well as removal of any debris created by the aforementioned installation and removal.

6. Duty to Remove. In the event the Municipality exercises its right of termination pursuant to Paragraph 1 above, Pace and Titan agree to remove all of their shelters within 60 days of request for removal and if they fail to do so, Municipality shall have the right to remove them, and Pace and Titan jointly and severally shall be obligated to pay Municipality its costs for such removal.

7. Advertising Revenue Shares. Under the Contract, Pace is entitled to certain percentages of "gross billings", defined as the invoiced price to advertisers, less advertising agency commission and taxes, if any. For any advertising transit shelters placed within Municipality's corporate limits as a result of the Program, Municipality shall receive one-half (1/2) of Pace's share of gross advertising billings.

8. Payment. Pace shall pay Municipality annually its share of advertising revenues referred to in Paragraph 7. Payments shall be made in March of the next succeeding year after any year in which Pace receives advertising income from the Program for shelter(s) placed within Municipality's corporate limits.

9. Hold Harmless. Municipality assumes no responsibility as to the condition of the shelters under the Program (i.e. maintenance, upkeep, or repair necessary to keep the premises or shelters in a safe and serviceable condition). Titan assumes liability for and shall indemnify and hold harmless Municipality and Pace against any and all liabilities, losses, damages, costs, payments and expenses of any kind and nature, including attorney's fees, as a result of claims, demands, actions, suits, proceedings, judgments or settlements arising out of or in any way related to Titan's negligence or the execution, performance, non-performable, or enforcement of this Agreement or the Contract by Titan, including enforcement of this indemnification provision, upon notice to Titan from Municipality or Pace and shall pay all costs and expenses incidental thereto. The indemnities contained in this Paragraph shall survive termination of this Agreement and the Contract. Notwithstanding the forgoing, nothing herein shall be deemed to indemnify municipality and/or Pace or release either of them from any liability or damage attributable to their negligence or willful misconduct. Titan will carry indemnity insurance against the above-mentioned liability in a sum of not less than \$1,000,000.00. The Municipality, Pace and the Regional Transportation Authority (RTA), its officers, officials and employees shall be named as Additional Insureds to the General Liability coverage of this policy for the erection, maintenance and operation of the bus shelters located in the Municipality. Proof of said insurance will be provided upon request by the Municipality, Pace and the RTA.

10. Public Service Advertising. Municipality shall have the right to advertise community events or other public service notices if the advertising space is unsold. Municipality shall be responsible for any production costs, and must contact Titan for placement, posting and removal.

11. Applicable Laws. This agreement shall be governed by the laws of the State of Illinois. Placement of shelters under the Program shall be subject to all applicable state and local permit procedures, and all advertising content shall be subject to local ordinances.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed and made as of the date written first above.

MUNICIPALITY

Pace

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Titan

Name: _____

Title: _____

Date: _____

EXHIBIT A

PACE ADVERTISING GUIDELINES

1. The ad space owned by Pace, the Suburban Bus Division of the Regional Transportation Authority, is offered for sale to create revenue for the agency. Pace or its designee may offer such space to advertisers. Pace restricts advertising content for such reasons as viewpoint neutrality, passenger safety, ridership maximization and revenue maximization.
2. All advertising must be truthful and be for a commercial purpose, not a non-commercial message. False, deceptive or misleading commercial advertising is not permitted. All advertising must comply with all applicable laws and regulations.
3. Advertising containing copy and/or art which is legally obscene or otherwise sexually explicit is not permitted. Copy and/or art which portrays violent acts or other graphic violence, including the depiction of bodies, body parts and fetuses which are in states of mutilation, dismemberment, disfigurement and/or decomposition, is not permitted.
4. Advertising for tobacco and/or alcohol beverage products is not permitted on the exterior or interior of Pace buses. Advertising for alcohol beverages is permitted in shelters with the approval of Pace and the municipality in which the shelter is located.
5. Any advertisement for alcoholic beverages must contain a message promoting responsible use of the product and may not contain images of persons under age 21 using the product.
6. If an advertisement contains a testimonial then, upon request, the sponsor shall provide to Pace documentation that the person making the testimonial has authorized its use in the advertisement. The sponsor must indemnify Pace against any legal action by any person quoted or referred to in any testimonial advertisement placed in the Pace system. Such indemnity shall be in a form and substance acceptable to Pace.
7. Advertisers shall avoid illustrations or references which encourage persons to refrain from using safety precautions normally used in any activity.
8. Commercial advertising offering premiums or gifts must not misstate their value.
9. Use of Pace graphics, explicit Pace representations or indirect references to Pace or its employees in advertising is subject to approval by Pace.
10. No implied or declared endorsement of any product or service by Pace is permitted.
11. Advertisement advocating or proposing transactions which would constitute unlawful discrimination, or which would be illegal for any other reason, are not permitted. Advertisements which are directed to inciting or producing imminent lawless or discriminatory action and which are likely to incite or produce such action are not permitted. Advertisements containing profanity, defamatory or inflammatory statements directed at any individual or group, including but not limited to statements based on a person's or people's race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital or parental status, military discharge status or source of income, are not permitted.
12. All advertisements of a political nature are to contain the statement: "Paid political advertisement. No Pace endorsement implied" in bold type of at least 84 points (1 inch) for exterior bus ads and 18 points (0.25 inches) for interior bus ads.
13. Prior to installation, the camera-ready artwork and copy must be submitted to the Pace Advertising Offeror for approval, based on these Guidelines. Any advertising which may violate the guidelines will be submitted to Pace by the Offeror for review and approval in accordance with these guidelines.
14. Pace reserves the right to reject or remove any advertising which it deems to not be in full compliance with these guidelines. Pace's Executive Director or his/her designee shall make the final determination as to whether such advertising meets these Guidelines.

Amended and adopted December 8, 2010

**City of St. Charles
Bus Shelter Locations**

Location Description	Add'l Location Description	Corner	Route	Type of Shelter
Cedar Av & 5th Av	150 ft. north of Main St/Route 64	SW	801	Non-Ad
5th Av & Delnor Av	975 N. 5th Ave. Delnor-Glen Senior Living Center	SW	801	Non-Ad
Randall Rd & Prairie St	300 ft. North of State St	SE	801	Non-Ad
Randall Rd & Prairie St	in front of Chase Bank	NW	No Current	Non-Ad
Rt 38 & Randall Rd	600 ft. East of Randall Rd.; two lights East.	NE	801	Non-Ad

Pace Ad Shelter Program



A lot more than comfort and good looks.





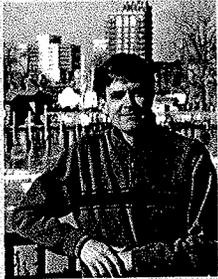
Pace ad shelter income can help you do the things that need doing. Or do the things you'd like to do.

Every town can use extra cash. Especially today. The revenue received through your participation in the Pace Ad Shelter Program can help you cover the cost of providing basic services, buying new equipment, covering off-budget contingencies, or just doing things your residents appreciate.

Use the money for important things like a new copier for the office, new vests for the police department, or an extra vehicle for public works. Or just spend it on something nice for the community, like a new scoreboard for the little league, senior aerobics class, summer street festival, even hot dogs and fireworks on the 4th of July or flowers for the downtown business district. Anyway you'd like, to help improve the quality of life and the experience of living and working in your community.

The Pace Ad Shelter Program creates a continuing, trouble-free revenue stream you can put to good use in your community, year after year. Call Doug Sullivan, Manager of Marketing and Communication, today at 847-228-4264 for complete information and details.

Here's just a sampling of the positive things participants have to say about the Pace Ad Shelter Program.



"Pace Suburban Bus has proven to be an outstanding partner for our community for many years and their ad shelter support shows a continued interest in furthering this bond. These eye-catching structures are not only solidly constructed and well maintained but, they also offer Waukegan a much needed revenue sharing opportunity. Furthermore, our community does not have to worry about the subject matter of the artwork and advertising featured at these and I know that our residents feel assured that this will not be an issue while their children wait at one of our many bus stops."

Mayor Robert G. Sabonjian
City of Waukegan



"The Pace ad shelter program has worked out great for the residents of Melrose Park. The shelters not only look great and protect our many residents that use the Pace system from the elements, they are a good revenue generator for our community. Melrose Park works hard everyday to be fiscally responsible so it can offer some of the best services found in any municipality in the state of Illinois and this is one of the programs that help us achieve our goals."

Mayor Ronald M. Serpico
Village of Melrose Park



"I personally have received many complements from the residents of Bellwood about our Pace ad shelters. In these tough economic times especially, the village always is looking for ways to bring in revenue without adding any more burden to our residents and we have definitely benefited from this program. Also our relationship with Pace has given us the opportunity to utilize any empty space for our Public Service Announcements for our community and that has been a great source of information for the people of Bellwood".

Mayor Dr. Frank A. Pasquale
Village of Bellwood



"The Pace Ad Shelter Program has worked out exceptionally well for the Village of Carpentersville. The shelters are well maintained and help protect waiting riders from the elements. The advertising displayed is always family-friendly, and the revenue it generates goes to good use in the community. Having access to unsold space also gives us means to communicate important information to our residents."

President Ed Ritter
Village of Carpentersville



"Pace ad shelters are a great amenity for our residents and the riding public. They provide protection from the elements and generate revenue for the community that we can use for vital public services."

Mayor Irene H. Brodie, Ph.D
Village of Robbins, Illinois

CERTIFIED ORIGINAL

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STATE OF ILLINOIS)
)
COUNTY OF KANE)

RECEIVED
St. Charles, IL

SS.

JUL 12 2011

CDD
Planning Division
BEFORE THE CITY OF ST. CHARLES PLAN COMMISSION

In Re the Matter of:)
)
General Amendment (City of)
St. Charles) Application for)
General Amendment to)
Chapter 17.28 "Signs" and)
Chapter 17.30 "Definitions")
Pertaining to Advertising on)
Bus Shelters.)

REPORT OF PROCEEDINGS had at the hearing of
the above-entitled matter, before the City of
St. Charles Plan Commission, taken in the offices
of City of St. Charles, 112 North 1st Avenue,
St. Charles, Illinois, on July 5, 2011, at the
hour of 7:38 p.m.

1 **PRESENT:**

2 MR. TODD WALLACE, Chairman;

3 MR. TIM KESSLER, Vice Chairman;

4 MS. SUE AMATANGELO, Member;

5 MR. CURT HENNINGSON, Member; and

6 MR. TOM SCHUETZ, Member.

7 **ALSO PRESENT:**

8 MS. RITA TUNGARE, Community Development Director;

9 MR. RUSSELL COLBY, Planning Division Manager; and

10 MR. MATTHEW O'ROURKE, Planner.

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REPORT OF PROCEEDINGS -- 07/05/2011
GENERAL AMENDMENT (CITY OF ST. CHARLES)

3

1 CHAIRMAN WALLACE: Item 6, General
2 Amendment, City of St. Charles, Application for
3 General Amendment to Chapter 17.28 "Signs" and
4 Chapter 17.30 "Definitions," Pertaining to
5 Advertising on Bus Shelters.

6 Off the record for a second.

7 (There followed a discussion
8 outside the record.)

9 CHAIRMAN WALLACE: Back on the
10 record.

11 All right. On to Item No. 6, General
12 Amendment, City of St. Charles.

13 And who --

14 VICE CHAIRMAN KESSLER: Who is
15 running this one?

16 CHAIRMAN WALLACE: Who do we have on
17 this one?

18 MR. COLBY: That would be me.

19 VICE CHAIRMAN KESSLER: Oh, Russell.

20 MR. COLBY: I believe there are some
21 exhibits to read into the record.

22 CHAIRMAN WALLACE: Okay. Hold on
23 one second.

24 Okay. For Item No. 6 we have exhibits.

REPORT OF PROCEEDINGS -- 07/05/2011
GENERAL AMENDMENT (CITY OF ST. CHARLES)

4

1 Plan Commission Exhibit A is dated
2 June 15, 2011. It's a General Amendment
3 Application.

4 Plan Commission Exhibit B is a staff report
5 dated June 30, 2011.

6 Plan Commission Exhibit C is Advertising
7 Transit Shelter Agreement.

8 Plan Commission Exhibit D is Pace Ad
9 Shelter Program.

10 All right. Ready?

11 VICE CHAIRMAN KESSLER: Yes.

12 CHAIRMAN WALLACE: All right. Go
13 ahead.

14 MR. COLBY: This is an application
15 for a general amendment to the signs chapter of
16 the Zoning Ordinance.

17 The purpose for this amendment is to allow
18 a certain type of off-premise signage to be
19 installed on bus shelters in the community.

20 Right now, the City Zoning Ordinance
21 prohibits off-site signage or off-premise
22 signage; basically, any type of sign or
23 advertisement that's advertising a business or
24 service that's not located on the same lot that

REPORT OF PROCEEDINGS -- 07/05/2011
GENERAL AMENDMENT (CITY OF ST. CHARLES)

5

1 the sign is located on, so in the case of a bus
2 shelter, having any kind of advertisement on it
3 is off-premise of whatever business it's
4 advertising.

5 So to be able to allow signage on bus
6 shelters, the Zoning Ordinance needs to be
7 amended to make an exception for this certain
8 type of off-premise sign.

9 The reason this is being brought forward is
10 that Pace, who provides bus service within the
11 suburbs, has a program to install upgraded bus
12 shelters at locations along their routes.

13 The bus shelters that include this
14 advertising are of a more upgraded design, and
15 they are also maintained regularly, versus a
16 typical bus shelter which is installed and it's
17 not -- not normally maintained or cleaned.

18 The revenue that's generated from the
19 advertising that's placed in these shelters helps
20 pay for their installation and their continued
21 maintenance, and also gives Pace the ability to
22 add additional bus shelters on routes because
23 there's some financial incentive.

24 The City, through the program, is able to

REPORT OF PROCEEDINGS -- 07/05/2011
GENERAL AMENDMENT (CITY OF ST. CHARLES)

6

1 lease space in the City right-of-way to Pace to
2 be able to install these bus shelters, so as a
3 part of -- of that lease, the City enters into an
4 agreement with Pace as to where these -- these
5 shelters are installed.

6 The agreement also specifies the type of
7 advertising that can be placed in these shelters
8 and places limits on things such as obscene
9 advertising or advertising for alcohol products
10 or things like that.

11 The City Council had discussed at a
12 Government Services Committee meeting that they
13 were interested in participating in this program,
14 but to be able to do so, the City could need to
15 amend the Zoning Ordinance to allow for these
16 type of signs to be placed.

17 The general amendment that's before the
18 Plan Commission includes some very specific
19 standards as to what type of advertising could be
20 placed in these shelters in terms of the size and
21 their placement.

22 Essentially the general amendment would
23 only allow this type of signage to be placed in
24 the right-of-way when the City has entered into

REPORT OF PROCEEDINGS -- 07/05/2011
GENERAL AMENDMENT (CITY OF ST. CHARLES)

7

1 an agreement with a transit provider that's
2 authorized under the Regional Transportation
3 Authority, which is in relation to a State
4 statute, basically authorizing someone to operate
5 a State-authorized transit agency, so it has to
6 be provided through a service provider like Pace
7 or Metra or the CTA, for example, agencies that
8 are authorized under the RTA legislation, so it
9 would have to be one of those organizations, and
10 the City would have to sign a lease for the
11 specific location to be able to take advantage of
12 the -- of the signage being placed on the bus
13 shelters.

14 There's specific designs for the bus
15 shelters. There's copies of the brochure that
16 was included with the Plan Commission materials.
17 I have a color version of it that I'll pass
18 around.

19 I think you can see the quality of the
20 shelters a little bit better, and you can also
21 see the advertising that's shown on the sides.

22 The general amendment that's -- that's
23 before you would basically allow the type of
24 advertising that's shown in the shelter designs,

REPORT OF PROCEEDINGS -- 07/05/2011
GENERAL AMENDMENT (CITY OF ST. CHARLES)

8

1 which is one side of the shelter with an
2 advertising panel.

3 MEMBER SCHUETZ: These are those
4 clear shelters?

5 MR. COLBY: Yes.

6 MEMBER SCHUETZ: And would the signs --
7 what would they be made out of?

8 MR. COLBY: The signs are behind the
9 glass panel. They're actually -- there's --
10 there's a sign panel built into the side of the
11 shelter that the sign -- the sign face can be put
12 inside of and could be changed.

13 MEMBER SCHUETZ: So it kind of slides
14 in or something?

15 MR. COLBY: Yes. It's part of the
16 shelter.

17 MEMBER SCHUETZ: We've seen these
18 before. I just wanted to make sure this is the
19 same one.

20 VICE CHAIRMAN KESSLER: You know,
21 this -- it would do some good for some of the
22 shelters around town, especially out on Randall
23 Road. Some of those are pretty -- pretty rough.

24 But I want to make sure I understand that

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1 if -- the Sign Ordinance is just one step that
2 has to be taken so that these can be applied to
3 the shelters, and at that point, then the City
4 could enter into an agreement with one of those
5 public transit companies that you mentioned to
6 place these in public right-of-ways around the
7 City?

8 MR. COLBY: Correct.

9 VICE CHAIRMAN KESSLER: And this --
10 this is, I'm sure, outside of this purview a
11 little bit, but is there some sort of restriction
12 on where these can be placed?

13 CHAIRMAN WALLACE: Right.

14 VICE CHAIRMAN KESSLER: You know,
15 because I'm thinking of places that are bus
16 routes where I wouldn't want to see a shelter.

17 MR. COLBY: I know that Pace has
18 standards for where they allow their buses to
19 stop and how they would require the shelter to be
20 located in relation to the stop, and it -- it
21 differs depending on what kind of environment
22 it's in; but ultimately it will be the decision
23 of the City Council as to whether or not they
24 would want to enter into a lease agreement for a

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1 specific location.

2 VICE CHAIRMAN KESSLER: Do we have an
3 ordinance that covers the placement of these
4 shelters?

5 MR. COLBY: They would be placed in
6 City right-of-way, so the City has the authority
7 to allow placement of a structure in City
8 right-of-way.

9 VICE CHAIRMAN KESSLER: I understand
10 that.

11 But, I mean, what if the City right-of-way,
12 because of the configuration of the City
13 right-of-way, puts it right up against somebody's
14 property, you know, their residence? I mean,
15 there's no restriction. They can put them
16 anywhere they want as long as it's a City
17 right-of-way.

18 MEMBER SCHUETZ: Like in front on the
19 sidewalk on 64, you're saying?

20 VICE CHAIRMAN KESSLER: Yes. I'm
21 thinking mainly 64. But there are other bus
22 routes in town that are residential that have
23 not -- the right-of-ways aren't that big, and I
24 suppose, if they enter into this agreement, they

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1 can put them wherever Pace wants to stop.

2 MR. COLBY: Well, I think, at a staff
3 level, we would look at each of the locations to
4 determine if -- you know, if -- if it would
5 function at a certain spot, if there's
6 appropriate clearances, if it's outside of sight
7 distance triangles at corners. There would be
8 some analysis done as to whether or not a site
9 was appropriate for placement of a shelter.

10 I think, as you point out, there's a lot of
11 locations on bus routes where a shelter either
12 wouldn't fit or would be hazardous because of
13 the -- because of the character of the area
14 that's surrounding it.

15 MEMBER SCHUETZ: We could stop that?
16 I mean, stop Pace from doing that? The City has
17 to approve every one of these?

18 MR. COLBY: The City Council would
19 need to make the decision.

20 MEMBER SCHUETZ: On every one of
21 these?

22 MR. COLBY: On each location.

23 MEMBER AMATANGELO: Can we limit the
24 signage to just St. Charles businesses?

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1 MR. COLBY: I'm not sure if you can
2 do that. I would -- I would guess that you
3 cannot.

4 CHAIRMAN WALLACE: I think most of
5 the time they want to advertise movies and things
6 like that, at least from what I've seen. I don't
7 know.

8 MEMBER AMATANGELO: It just helps to
9 promote what we have, you know, in our town.

10 MEMBER SCHUETZ: It's a good idea.

11 So my concern would be if Pace has the
12 ability to decide where these are going to go and
13 then City Council would -- you guys and City
14 Council and everybody would approve it -- I've
15 seen these elsewhere where some are really busy
16 and they're taken care of okay, but my concern
17 would be that they be put up and they would --
18 some might not be used at all, and then you have
19 this shelter that's not really used.

20 So was there some kind of policy -- or
21 could there be -- where -- you know, determine
22 how -- you know, how many people stay there or
23 stand there daily? I don't know.

24 MR. COLBY: I don't think there's a

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1 standard on the usage of the shelters, but the
2 City has the ability, through the lease
3 agreement, to ask for the shelter to be removed.

4 MEMBER SCHUETZ: Oh, really?

5 MR. COLBY: And that's a
6 responsibility of Pace.

7 MEMBER AMATANGELO: Do we know what
8 our ridership is?

9 MR. COLBY: There is some ridership
10 data that's been put together.

11 You know, I don't -- I don't -- I can't
12 speak to specific locations, but Pace has
13 advertised this program to a number of
14 communities because they're trying to increase
15 the amount of infrastructure that's available to
16 encourage people to -- to ride the bus so that
17 they recognize that it is a bus stop versus just
18 having the signs in a location.

19 MEMBER SCHUETZ: Yes. You can't
20 tell.

21 What kind of financial benefit -- not, you
22 know, exact dollar -- but, I mean, is there a --
23 there's obviously hopefully an upside to the
24 City, but then if they do -- if we do ask Pace to

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1 remove those, who's going to pay for that?

2 MR. COLBY: Pace, as a part of the
3 agreement, pays for the removal. They cover the
4 removal.

5 There is a -- there is a small amount of --
6 of income that comes to the City as a part of the
7 lease agreement. I would guess, you know, for
8 four shelters, you know, it might be a few
9 thousand dollars in the course of a year.

10 CHAIRMAN WALLACE: And --

11 MS. TUNGARE: And all of those
12 provisions are outlined in the agreement included
13 in your packet.

14 I think the specific questions that
15 Commission Member Schuetz just raised are on the
16 second page of the agreement, Item No. 6 and 7,
17 it's called an "Advertising Transit Shelter
18 Agreement."

19 VICE CHAIRMAN KESSLER: But we don't
20 have any ordinance in place that -- that outlines
21 or describes the placement of a shelter.

22 MR. COLBY: Within the right-of-way,
23 no.

24 CHAIRMAN WALLACE: Sue?

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1 MEMBER AMATANGELO: Would we have an
2 approval -- would they come to us for approval
3 for every new shelter they want to put in or it's
4 just --

5 MR. COLBY: No. It would be at the
6 City Council level because they'd be entering
7 into a lease agreement with the City.

8 MEMBER AMATANGELO: All right. And
9 the current -- the current five that there are
10 out there, are there upgrades that will be
11 necessary to add the signage on or --

12 MR. COLBY: They would essentially
13 replace those shelters entirely.

14 MEMBER AMATANGELO: Okay.

15 MR. COLBY: The type of shelter that
16 would be installed is a higher quality than those
17 typical ones you see with sort of the bubble top.

18 MEMBER AMATANGELO: Right.

19 VICE CHAIRMAN KESSLER: Right.

20 MR. COLBY: And they have plastic and
21 they're on the roofs and they're not cleaned
22 regularly. Those would be removed entirely.

23 CHAIRMAN WALLACE: Well, how -- how
24 is it that the shelters are able to exist in the

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1 public right-of-way right now without the City
2 having any authority to require that they be
3 repaired?

4 MR. COLBY: I believe the City has
5 authorized them to be placed.

6 You know, there's -- there's no financial
7 benefit to the City because they're not the
8 advertising shelters, but I believe at some point
9 the City would have authorized them to be placed
10 in the right-of-way.

11 CHAIRMAN WALLACE: Because it kind of
12 seems to me that Pace is coming and saying, "Hey,
13 we're going to make these shelters look the way
14 they should, but in exchange you need to give us
15 advertising space right next to a street,
16 48 square feet worth of advertising space that we
17 can sell, and in exchange we're going to be doing
18 what we should be doing anyway."

19 MR. COLBY: Well, the shelters that
20 are out there, although they are not in the best
21 of condition and they may not be as clean as we
22 like, they're not, you know, hazardous or
23 unusable. They're just not as pleasant as they
24 could be.

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1 CHAIRMAN WALLACE: I just -- I mean,
2 my thought is, I think these shelters are going
3 to look the way as the current ones do 10 years
4 from now, except in addition to a shelter, we're
5 going to have a bunch of advertising, and,
6 personally, I think it's a huge safety issue.

7 VICE CHAIRMAN KESSLER: I'm concerned
8 aesthetically. I'm very concerned about where
9 they're going to go.

10 MR. COLBY: Well, the question about
11 maintenance, as part of the lease agreement, they
12 are cleaned regularly --

13 CHAIRMAN WALLACE: Yeah.

14 MR. COLBY: -- as part of the
15 agreement.

16 MS. TUNGARE: In fact, you know,
17 moving forward with something like this can only
18 give us more leverage, as a municipality and as a
19 community, to require a higher level of
20 maintenance and control in how these shelters are
21 maintained and used versus where we are today.
22 That's all I can say.

23 I don't know what kind of agreements are in
24 place, but -- but this will allow the City

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1 Council to enter into a lease agreement and
2 maintenance agreement and, also, as to locations,
3 as Russ pointed out, I believe there would be
4 some leverage for City Council, through part --
5 through this agreement to -- to establish
6 standards where the City would like to see these
7 shelters being placed and what locations.
8 They -- they would have a say in that.

9 CHAIRMAN WALLACE: As far as the City
10 Council, the City Council obviously -- I mean, we
11 have nothing to do with the agreement or what
12 type of an arrangement they need.

13 The only thing that I'm looking at is our
14 findings of fact for a general amendment and, you
15 know, specifically No. 4, the extent to which the
16 proposed amendment would be in the public
17 interest and would not serve solely the interest
18 of the Applicant, which, I mean -- I don't know.

19 VICE CHAIRMAN KESSLER: You know, my
20 big concern is, I'm all for encouraging public
21 transit. I think it's -- I think it's a sin in
22 this country that out here where we live we don't
23 have, you know, better access to public transit.
24 I really do.

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1 I -- I at the same time have to say, I
2 think that the RTA has been shooting blanks for
3 25 years because they've never figured out how to
4 encourage public transit in -- in the suburban
5 areas. It's just -- they haven't done it.

6 And I think this is -- while on the surface
7 I don't have any problem with them, you know,
8 trying to figure out ways to generate revenue to
9 maintain a shelter, but I'm mostly concerned
10 about the fact that we don't have any kind of
11 standards in place as to how and where these
12 shelters could be placed, and it's up to the whim
13 of the City Council, and that's the only place --
14 I mean, if you want to build a doghouse in your
15 backyard, there's an ordinance that tells you
16 how you can do it and where you can put it, but
17 there's nothing that says where you can put
18 one of these shelters.

19 I think aesthetically you can have a
20 problem with the -- you know, these shelters
21 aren't small. You put them in a residential area
22 with signage on them, I mean, it doesn't make any
23 sense to me.

24 So there are no setback requirements. It's

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1 on their right-of-way so -- and that's my big
2 problem, and I think by -- and, you know, I don't
3 want to hold this up. I am not even against this
4 signage thing, but if -- you know, Rita, you're
5 right. Maybe this is the way that they can now
6 come up with some kind of standards to do it, but
7 are they going to? Are you going to? Is your
8 office going to start putting together, you know,
9 an ordinance to control the placement of bus
10 shelters on public right-of-ways in the City of
11 St. Charles? I don't think that's kind of on
12 your agenda right now.

13 MEMBER AMATANGELO: Are we going to
14 cap the number?

15 VICE CHAIRMAN KESSLER: And what
16 this -- by doing this will do -- and, you know,
17 they're going to do -- the City Council is going
18 to do what they want to do, but I think they need
19 to know that that is a big concern.

20 We say whether we recommend approval or
21 don't recommend approval. If they recommend
22 approval of the change to this Ordinance, then
23 that just opens the door -- "Sign the lease,
24 start doing, you know, whatever you want to do,"

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1 but we haven't -- I think there's an underlying
2 issue here that we really should address.

3 I'm all for encouraging public transit, but
4 let's do the whole job and not just little pieces
5 of it here.

6 MEMBER HENNINGSON: Are there other
7 municipalities that do it differently than this?

8 MR. COLBY: The program that Pace
9 runs is standardized. Other municipalities who
10 participate in it sign the same agreements.

11 I can't say for certain whether or not they
12 have standards in place as to how they are placed
13 in the right-of-way.

14 MEMBER SCHUETZ: Could they be here
15 and explain some of this to us?

16 VICE CHAIRMAN KESSLER: Who?

17 CHAIRMAN WALLACE: Pace?

18 VICE CHAIRMAN KESSLER: Pace?

19 MEMBER SCHUETZ: I know it's a silly
20 question, but if they want it, come on.

21 MR. COLBY: We can ask them for some
22 additional information, particularly as it
23 pertains to how they are sited in the
24 right-of-way.

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1 VICE CHAIRMAN KESSLER: I'd like to
2 see that.

3 MR. COLBY: Standards.

4 If the Commission would like more
5 information on that, then I would suggest that
6 you continue the hearing so we can do that
7 research.

8 CHAIRMAN WALLACE: Well, I mean, my
9 biggest concern is where the advertisement is
10 placed.

11 MEMBER SCHUETZ: And how much.

12 CHAIRMAN WALLACE: Because you're
13 placing an advertisement where you would never
14 allow --

15 MEMBER SCHUETZ: An advertisement.

16 CHAIRMAN WALLACE: -- a sign.

17 MEMBER SCHUETZ: Right.

18 CHAIRMAN WALLACE: You're placing it,
19 what, within 3 feet of a street corner and you're
20 putting pedestrians, by necessity, behind a sign
21 who are about to walk out into the street.

22 VICE CHAIRMAN KESSLER: Uh-huh.

23 CHAIRMAN WALLACE: So you're hiding
24 pedestrians from view and placing a big sign

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1 right there.

2 I don't know. That's -- I mean, that's
3 what my concern is.

4 So anyway --

5 MEMBER SCHUETZ: Well, my biggest
6 concern is a lot of what Tim and Sue brought up,
7 too, is how many -- I mean, you know, there's a
8 lot of bus stops, and we don't recognize them
9 because it's a pole with a sign on it, but, you
10 know, are they used and how many are they going
11 to put up? Is this just a way of them finding
12 ways to put signs and advertisements to make
13 money?

14 MEMBER HENNINGSON: Absolutely.

15 MEMBER SCHUETZ: I mean, I know. But
16 that's my point. I mean, you know, so limit it.
17 Give some kind of rules.

18 MEMBER AMATANGELO: Are there any
19 local communities -- Geneva, Batavia, whatever --
20 that -- that is more involved in this?

21 MR. COLBY: I don't believe either of
22 those two are. There's a list of a lot of
23 communities that are, but I don't believe those
24 two are.

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1 MEMBER AMATANGELO: Okay.

2 MS. TUNGARE: Well, we can gather
3 some more information, a list of communities, try
4 to get some more information from Pace, and --
5 and also, you know, we will --

6 MEMBER SCHUETZ: Maybe a
7 representative that we could talk to -- I don't
8 know -- that you can talk to.

9 MS. TUNGARE: That's a possibility.

10 And/or what we can also do is have a
11 representative from our public works department
12 present here as we deal with the zoning piece of
13 it, but representatives from the public works
14 department have for years been in communication
15 with Pace, so they are more aware and informed of
16 how they run their current program and what the
17 parameters for the current program are.

18 MEMBER SCHUETZ: Right.

19 MS. TUNGARE: But, you know, given
20 that, what we would suggest is the
21 Plan Commission continue the hearing to another
22 date and -- and we can bring back more
23 information and then you can make your decision.

24 MEMBER SCHUETZ: If you could, maybe

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1 like, say, Naperville or wherever -- you know,
2 whatever cities, and have a representative from
3 there, like you're saying -- I think that's what
4 you're saying -- we could ask questions and if
5 they had two years or five years of experience
6 with it.

7 MS. TUNGARE: Other communities, no.
8 I think I was saying a representative from Pace.

9 CHAIRMAN WALLACE: We don't have the
10 authority to require --

11 MS. TUNGARE: Well, we can gather
12 information --

13 MEMBER SCHUETZ: Well, you can at
14 least ask.

15 MR. COLBY: We can look to the other
16 communities.

17 VICE CHAIRMAN KESSLER: We can gather
18 you know, I'd rather get -- I'd rather see
19 information that you gather from other
20 communities --

21 MEMBER SCHUETZ: Right.

22 VICE CHAIRMAN KESSLER: -- than to
23 get that same information from Pace.

24 I mean, I don't want to hear what Pace has

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1 to say about what communities do to place it. I
2 don't want to know that. I want to know what
3 other communities do.

4 MEMBER SCHUETZ: And then who -- who
5 in St. Charles -- once this would be approved,
6 who would monitor this?

7 MR. COLBY: Who would monitor?

8 VICE CHAIRMAN KESSLER: Nobody.

9 MEMBER SCHUETZ: I know, Tim. That's
10 my question.

11 MR. COLBY: But who would monitor the
12 maintenance or the placement?

13 MEMBER SCHUETZ: The whole program.

14 MR. COLBY: The City -- the City
15 authorizes the placement of the shelters, any
16 time there is work done in the right-of-way, so
17 we know where they're going to go.

18 VICE CHAIRMAN KESSLER: Who
19 authorizes that? What department authorizes
20 that? The building department?

21 MR. COLBY: Public works.

22 VICE CHAIRMAN KESSLER: Public works.

23 MS. TUNGARE: The City's public works
24 department will be responsible. We are bringing

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1 forward a general amendment for the signage piece
2 of it, but working in tandem with public works,
3 who will then be responsible for overseeing it.

4 MEMBER AMATANGELO: It will be
5 interesting to know how many individuals actually
6 ride the bus. How many -- I mean, seriously.
7 This is a lot to go through for just a way of
8 putting up a sign and a shelter and nobody
9 utilizes it or one person a month utilizes it.

10 I just think that it's -- it can be
11 avoided, or at least we have -- we know what
12 we're working with as far as, you know, going on.

13 Do we need more than five? You know, do we
14 even need the five we have?

15 CHAIRMAN WALLACE: All right.

16 VICE CHAIRMAN KESSLER: I was ready
17 to make a motion.

18 CHAIRMAN WALLACE: Oh, I'm sorry.

19 Okay. Go ahead.

20 VICE CHAIRMAN KESSLER: I move that
21 we continue the public hearing on the general
22 amendment for the signs pertaining to advertising
23 on bus shelters subject to staff gathering some
24 more information based on the comments of the

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1 Plan Commission.

2 MEMBER AMATANGELO: Second.

3 CHAIRMAN WALLACE: To July 19th --

4 VICE CHAIRMAN KESSLER: To July 19th.

5 CHAIRMAN WALLACE: -- 2011?

6 VICE CHAIRMAN KESSLER: That's enough

7 time?

8 MR. COLBY: Yes.

9 In the City Council chambers.

10 CHAIRMAN WALLACE: Okay.

11 MEMBER AMATANGELO: Second.

12 CHAIRMAN WALLACE: All right. It's

13 been moved and seconded.

14 Discussion on the motion?

15 (No response.)

16 CHAIRMAN WALLACE: All right.

17 Tim, roll call.

18 VICE CHAIRMAN KESSLER: Amatangelo?

19 MEMBER AMATANGELO: Yes.

20 VICE CHAIRMAN KESSLER: Schuetz?

21 MEMBER SCHUETZ: Yes.

22 VICE CHAIRMAN KESSLER: Henningson?

23 MEMBER HENNINGSON: Yes.

24 VICE CHAIRMAN KESSLER: Wallace?

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1 CHAIRMAN WALLACE: Yes.

2 VICE CHAIRMAN KESSLER: Kessler, yes.

3 CHAIRMAN WALLACE: All right. That
4 concludes Item No. 7 -- or 6 on your agendas, and
5 that, also, is the last public hearing.

6 (Whereupon, at 8:07 p.m., the
7 above-entitled matter was
8 continued to Tuesday,
9 July 19, 2011, at 7:00 p.m.)

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STATE OF ILLINOIS)
) SS.
COUNTY OF K A N E)

I, Glenn L. Sonntag, Certified Shorthand Reporter No. 084-002034, Registered Diplomat Reporter, do hereby certify that I reported in shorthand the proceedings had in the above-entitled matter, and that the foregoing is a true, correct, and complete transcript of my shorthand notes so taken as aforesaid.

In testimony whereof I have hereunto set my hand on this 12th day of July, 2011.



Glenn L. Sonntag

Certified Shorthand Reporter
Registered Diplomat Reporter
Certified Legal Video Specialist