

ORDINANCE NO. F-0524

AN ORDINANCE AUTHORIZING THE SIGNING
OF A PRE-ANNEXATION AGREEMENT -
ON 595 GARY AVENUE/HARRINGTON

WHEREAS, a written petition has been filed with the City Clerk of Wheaton, Illinois, requesting the annexation to the City of Wheaton, Illinois ("City"), of certain territory not contiguous to the boundaries of the City and not within the corporate boundaries of any other municipality, pursuant to a proposed pre-annexation agreement which sets forth the terms and conditions under which annexation shall take place; and

WHEREAS, pursuant to notice, a public hearing was conducted by the City Council on September 25, 2000 to consider the terms and conditions of the proposed pre-annexation agreement; and

WHEREAS, a pre-annexation agreement dated October 2, 2000, among the City and Michael and Susan E. Harrington ("Owner") ("Pre-Annexation Agreement"), is the direct result of deliberations on the proposed Pre-Annexation Agreement pursuant to the public hearing and other meetings before the City Council and City Staff.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wheaton, Du Page County, Illinois, pursuant to its home rule powers, as follows:

Section 1: The Mayor of the City is authorized and directed to sign, on behalf of the City, the Pre-Annexation Agreement; and the City Clerk is authorized and directed to attest to the signature of the Mayor and affix the corporate seal of the City thereon. A copy of the Pre-Annexation Agreement is on file in the Office of the City Clerk and is incorporated into this ordinance by this reference as though fully set forth herein.

Section 2: The Pre-Annexation Agreement shall be recorded in the Office of the Recorder of Deeds, Du Page County, Illinois, at the expense of the Owner, attached hereto as "Exhibit A."

Section 3: All ordinances or parts of ordinances in conflict with these provisions are repealed.

Section 4: This ordinance shall become effective from and after its passage, approval, and publication in pamphlet form in the manner prescribed by law.

ATTEST:

Emily M. Connelley
City Clerk

James Carr
Mayor

Ayes:

Roll Call Vote:

Councilman Eckhoff
Councilman Gresk
Mayor Carr
Councilman Johnson
Councilwoman Johnson
Councilman Mork
Councilwoman Davenport

Nays:

None

Absent:

None

Motion Carried Unanimously

Passed: October 2, 2000

Published: October 3, 2000

PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATION AGREEMENT ("Agreement"), made and entered into this 2nd day of October 2000, among the City of Wheaton, an Illinois municipal corporation, located in DuPage County, State of Illinois ("City"), and Michael and Susan E. Harrington ("Owner").

WITNESSETH

WHEREAS, Owner has an interest in, or control of, the real estate legally described on Exhibit A, which is attached to and made a part of this Agreement ("Subject Property"), commonly known as 0N595 Gary Avenue; and

WHEREAS, the City has concluded that once annexed, the Subject Property would further the growth of the City, enable the City to control the development of the area, increase the taxable value of the property within the City, extend the corporate limits and jurisdiction of the City, permit the sound planning and development of the City, and otherwise enhance and promote the health, safety, and general welfare of the City; and

WHEREAS, the Subject Property is not presently contiguous to the corporate limits of the City.

NOW, THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. LEGAL CONFORMANCE WITH LAW. This Agreement is made pursuant to and in accordance with the provisions of the City Code and applicable provisions of the Illinois Compiled Statutes and the Illinois Constitution.

2. PETITION TO ANNEX/ANNEXATION AGREEMENT. Owner has filed with the Clerk of the City, a proper petition, pursuant to the provisions of the Section 7-1-8 of the Illinois Compiled Statutes [65ILCS 5/7-1-8 (1998 State Bar Association Edition)] conditioned on the execution of an pre-annexation agreement to annex the Subject Property to the City. The

petition for annexation is incorporated into this Agreement by this reference. This Agreement in its entirety, together with the aforesaid petition for annexation, shall be null, void, and of no force and effect unless the Subject Property is validly zoned and classified under the City's Zoning Ordinance as hereinafter set forth and amended.

3. ANNEXATION ORDINANCE. Once the Subject Property becomes contiguous to the City, the City, in its sole discretion, may initiate the appropriate public hearings and notices to require the Subject Property to be annexed to the City and thereafter enact an ordinance annexing the Subject Property to the City.

4. REZONING. Immediately after the passage of the ordinance annexing the Subject Property, the City, shall, without further hearing, adopt an amendment to its Zoning Ordinance, zoning and classifying the Subject Property in the R-3 Residential District zoning classification.

5. DEVELOPMENT/CONSTRUCTION STANDARDS. Any future development of, or construction on, the Subject Property shall be in full conformance with the City's Zoning Ordinance, Subdivision Control Ordinance, Building Code, and other ordinances, codes, rules, and regulations of the City pertaining to the development of the Subject Property to be annexed. The ordinances, codes, rules, and regulations existing on the date of the application for building, or other, permit(s), shall be applicable, except as the same may be specifically amended pursuant to the terms of this Agreement.

Provided, however, in the event any construction, improvement, or development is effected on the Subject Property prior to it becoming annexed to the City, the construction, improvement, or development shall conform to either the building and development codes of the County of DuPage or the City, whichever is or are more restrictive, as determined by the City.

6. VARIATIONS FROM LOCAL CODES. Immediately after the passage of the ordinance annexing the Subject Property, the City shall zone the Subject Property as provided for in paragraph four (4) of this Agreement. There shall be no variations from the City's ordinances or rules.

7. CONNECTION TO THE CITY WATER SYSTEM. The Owner shall connect the single home on the Subject Property to the water main of the City located within the Gary Avenue right-of-way in accordance with City Code and such connection to City water shall occur within one (1) year of this Agreement. The Owner shall pay all City permit and connection fees in full force and effect, pursuant to the City Code, at the time of the connection of the Subject Property to the water main. The Owner shall abandon the existing well servicing the property upon connection to the City's water system as in accordance with Section 74-233 of the City Code.

8. WATER UTILITY RATE. Notwithstanding any provision of the City Code to the contrary, the water rate/cost for City water provided to the Subject Property shall be based upon the same rate/cost that is charged to owners of real estate within the City.

9. SANITARY SEWER FACILITIES. The Owner shall connect the Subject Property to the sanitary sewer line located in the Gary Avenue right-of-way in accordance with the City Code and such connection shall occur within one (1) year of the date of this Agreement. The Owner shall all permit and connection fees in full force and effect at the time of the connection of the Subject Property to the sanitary sewer line. The City agrees to cooperate in obtaining such permits as may be required from time to time by both Federal, State, Municipal law, including, without limitation, the Illinois Environmental Protection Agency and the Wheaton Sanitary District.

10. CITY ADDRESS. Upon the passage of the ordinance annexing the Subject Property, Owner shall, forthwith, change the address of the Subject Property from the current County address to a City address as directed by the City and/or the United States office.

11. FUTURE PUBLIC IMPROVEMENTS. Owner understands that the City customarily requires the Owner of real estate being annexed to the City to install various public improvements as required by the City Code, including, but not limited to, sanitary sewer mains, water mains, streets, sidewalks, and street lighting ("public improvements") within and/or adjacent to the property to be annexed to the City.

At this time, however, the City agrees it would not be in the City's best interest to require the Owner to construct the public improvements along the Gary Avenue and/or Cole Avenue frontage of Subject Property without a unified construction effort along Gary Avenue and/or Cole Avenue. In lieu of the Owner constructing the public improvements at this time, the Owner agrees that should the City construct public improvements along Gary Avenue and/or Cole Avenue fronting the Subject Property, the Owner shall pay their fair share of costs of the design and construction of said public improvements.

12. CONDITION OF PUBLIC IMPROVEMENTS. The City shall have no obligation of any kind with respect to the public improvements presently existing within and adjacent to the Subject Property. Once the Subject Property is annexed to the City, the City shall maintain the public improvements within and adjacent to the Subject Property in the customary manner in which it maintains public improvements.

13. PLAT OF ANNEXATION. The Owner shall provide to the City a Plat of Annexation once the Subject Property becomes contiguous to the City.

14. CONFLICT IN REGULATIONS. The provisions of this Agreement shall supersede the provisions of any ordinances, codes, or regulations of the City which may be in conflict with the provisions of this Agreement.

15. AMENDMENT OF ANNEXATION AGREEMENT. This Agreement may be amended pursuant to the provisions of the City Code, Zoning Ordinance and Illinois Municipal Code.

16. TERM OF AGREEMENT. This Agreement shall be binding upon the parties hereto, their respective successors and assigns for a full term of twenty (20) years from the date of this Agreement.

17. BINDING EFFECT. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, assigns, successors, and grantees; and this Agreement shall be

recorded in the Office of the DuPage Recorder of Deeds at the expense of the Owner.

18. NOTICES. Notices or other writings which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

Owner: Mr. and Mrs Harrington
0N595 Gary Avenue
Wheaton, Illinois 60187; and

City : City Manager
City of Wheaton
303 West Wesley Street, Box 727
Wheaton, Illinois 60189-0727.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

City of Wheaton, an Illinois Municipal Corporation

By: _____

Mayor

ATTEST:

City Clerk

Owner

By: _____

ATTEST:

"OFFICIAL SEAL"
ROSEMARY E. RYAN
Notary Public, State of Illinois
My Commission Expires 2/28/03

EXHIBIT A

FOR THE SOUTH 100.05 FEET OF THE NORTH 199.05 FEET OF THE WEST 220.00 FEET OF LOT 2 IN MUEHLFELT'S FIRST SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1947 AS DOCUMENT 533909, IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 05-08-200-009