

ORDINANCE NO. F-0598

AN ORDINANCE AUTHORIZING THE SIGNING OF AN
ANNEXATION AGREEMENT -
1807 GARY AVENUE/MUEHLFELT

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 contiguous to the boundaries of the City and not within the corporate boundaries of any other municipality, pursuant to a proposed 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 May 14, 2001 to consider the terms and conditions of the proposed annexation agreement; and

WHEREAS, an annexation agreement dated June 4, 2001, among the City and Harold J. Muehlfelt and Lois Muehlfelt ("Owners") ("Annexation Agreement"), is the direct result of deliberations on the proposed 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, DuPage 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 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 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 Annexation Agreement shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois, at the expense of the Owners.

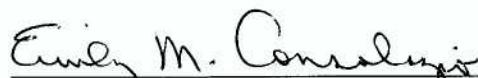
Section 3: All Ordinances or parts of ordinances in conflict with these provisions are repealed.

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



Mayor

ATTEST:



City Clerk

Roll Call Vote:

Ayes: Councilman Eckhoff
Councilman Gresk
Councilman Johnson
Mayor Carr
Councilman Mork
Councilman Mouhelis

Nays: None
Absent: Councilwoman Johnson

Motion Carried Unanimously

Passed: June 4, 2001

Published: June 5, 2001

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, made and entered into this 4th day of June, 2001 among the City of Wheaton, Illinois, an Illinois corporation, located in DuPage County, State of Illinois ("City"), and Harold J. Muehlfelt and Lois Muehlfelt ("Owners") ("Developers").

WITNESSETH

WHEREAS, the Owners have an interest in or controls the real estate comprised of 14,960 square feet, a description of which is set forth on the Plat of Annexation, marked as Exhibit "A", which is attached to and made a part of this Agreement (said real estate will hereafter be referred to in its entirety as "Subject Property").

WHEREAS, the Subject Property is contiguous to the corporate limits of the City; and

WHEREAS, it is the desire of the Owners that all of said real estate be annexed to the City under the terms and conditions of this Agreement; and

WHEREAS, the Owners desire to construct one (1) single family residence on the Subject Property substantially in accordance with and pursuant to the site plan dated April 25, 2001 prepared by Lambert and Associates (hereinafter referred to as "Site Plan"), a copy of which is marked as Exhibit "B" and is attached to and made a part of this Agreement; and

WHEREAS, the City has concluded that annexation of the Subject Property under the terms and conditions of this Agreement 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, pursuant to the provisions of Section 6.1, et.seq., of the Wheaton City Code and applicable provisions of the Illinois Compiled Statutes and Illinois Constitution, a proposed annexation agreement in substance and form of the same as this Agreement was submitted to the Wheaton City Council, and a public hearing was held thereon pursuant to notice as provided by ordinance and statute; and

WHEREAS, the City has had such hearings and heard such testimony as prescribed by law with respect to the requested zoning classification of R-3 Residential District; and

WHEREAS, notice has been duly served in the manner provided by statute on the appropriate governmental entities and an affidavit that service of said notice has been duly served has been placed on record with the Recorder of Deeds, DuPage County, Illinois.

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 Wheaton City Code and applicable provisions of the Illinois Compiled Statutes and Illinois Constitution.

2. PETITION TO ANNEX. The Owners have filed with the Clerk of the City, a petition pursuant to the provisions of Section 7-1-8 of the Illinois Compiled Statutes [65 ILCS 5/7-1-8 (1998 State Bar Association Edition)], conditioned upon the signing of this Agreement, to annex the Subject Property to the City. The petition is attached as Exhibit "C". 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. Immediately upon the execution of this Agreement, the City Council will 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 Map which is part of the Zoning Ordinance of the City and the Comprehensive Plan of the City, zoning and classifying the Subject Property in the R-3, Residential District.

5. DEVELOPMENT STANDARDS. The Site Plan has been reviewed by the corporate authorities of the City. The Subject Property shall be developed in the manner and in accordance with the proposed uses as shown on the Site Plan, except that the driveway width and coverage shall comply with the requirements contained in Article 22.3.2 of the Wheaton Zoning Ordinance. The development of 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 as they presently exist and as amended, except as varied and modified by the terms of this Annexation Agreement.

6. CITY ADDRESS. The Subject Property shall maintain a City address of 1807 North Gary Avenue, Wheaton, Illinois 60187 subject to no reasonable objection by the United States Post Office.

7. CONNECTION TO THE CITY WATER SYSTEM. The Owners shall connect the structure on the Subject Property to the water main of the City located on Gary Avenue in accordance with City Code. Owners 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 Owners shall abandon all equipment connected to any existing well servicing

the Subject Property upon connection to the City's water system as approved by the Director of Engineering.

8. CONNECTION TO SANITARY SEWER SYSTEM. The Owners shall connect the Subject Property to the sanitary sewer system at the time connection to City water is made. Owner shall pay all City permit fees in full force and effect pursuant to City Code at the time of the connection to the sanitary sewer main. The City agrees to cooperate in obtaining such permits as may be required from time to time by both Federal and State law, including the Illinois Environmental Protection Act, permitting the connection onto the sanitary mains of the Wheaton Sanitary District in order to develop and use the Subject Property.

9. STORM WATER FACILITIES. Owners agree to design and construct suitable storm water facilities for the Subject Property which comply with the requirements and standards contained in Chapter 34 of the Wheaton City Code and all other applicable statutes and ordinances.

10. 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.

11. ANNEXATION AND PERMIT FEES. The amount of the permit, license, tap-on or connection fees imposed by the City which are applicable to or required to be paid by the Owners or successor Owners, contractors, subcontractors, materialmen, or others performing work or supplying materials in connection with the development or construction of improvements on the Subject Property shall be the amount or rate of said fees in effect at the

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time of application for same.

12. SCHOOL AND PARK LOAD DONATIONS OR CASH CONTRIBUTIONS.

The Owner agrees to provide a land donation or cash contributions in the amount of Two Thousand Eight Hundred and Fifty Dollars (\$2,850) which represents the cash contribution amount in effect at the time the petition for annexation was signed by the Owner. Said cash contribution shall be paid at the time of building permit.

13. SIDEWALK CONSTRUCTION. Sidewalk construction fronting the Subject Property shall be waived provided Owners donate seventy-five percent (75%) of the cost of sidewalk construction in accordance with Chapter 58, Article II, Section 74, Wheaton City Code at time of building permit.

14. BUILDING PLANS. The Owners shall be required to submit plans for the building to be constructed on the Subject Property. A building permit must be obtained and the appropriate permit fees paid as required by the City ordinances and this Agreement for the building to be constructed on the Subject Property.

15. TREE PRESERVATION. The Owner shall meet the Tree Preservation requirements as set forth in Section 6.11 of the Wheaton Zoning Ordinance.

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

17. AMENDMENT OF ANNEXATION AGREEMENT. This Annexation Agreement, and any exhibit attached hereto, may be amended pursuant to the provisions of Chapter 6 of the City Code.

18. TIME OF THE ESSENCE. Time is of the essence of this Agreement.

19. INVALIDITY. If any provision of this Annexation Agreement, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this Annexation Agreement and the application of such provision, section, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby.

20. TERM OF AGREEMENT. This Annexation Agreement shall be binding upon the parties hereto, their respective successors and the assigns for a full term of ten (10) years from the date of this Agreement.

21. INDEMNIFICATION. Owners shall indemnify and hold the City harmless from all injuries to persons and property which arise due to the negligence of the Owners, its agents, assigns, employees, contractors, and subcontractors. Owners shall indemnify and hold the City harmless from all causes of action, suits, judgments, settlements, legal fees, and all other costs which may be incurred by the City as a result of the aforesaid negligence. The Owners shall provide the City with certificates of insurance as required by any Subdivision Improvement Agreement hereafter entered between the City and the Owners.

22. BINDING EFFECT. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrator, assigns, successors, and grantees.

23. 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:

A. Harold J. Muehlfelt.

0N536 Gary Avenue
Wheaton, Illinois 60187; and

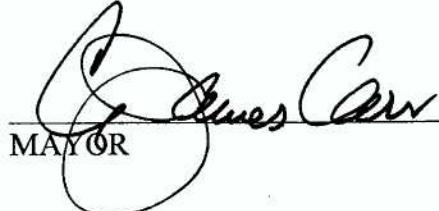
B. City of Wheaton.

City Clerk
City of Wheaton
303 West Wesley Street
Wheaton, IL 60189-0727

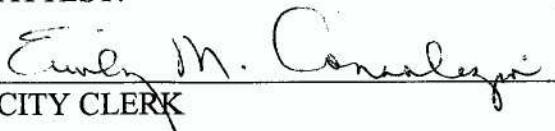
24. RECORDING. This Agreement shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois at the expense of the Owners.

IN WITNESS WHEREOF, the Corporate authorities and Owners have hereunto set their hands and seals, and have caused this instrument to be executed by their duly authorized officials and the Corporate seal attached here, all on the day and year first above written.

By


MAYOR

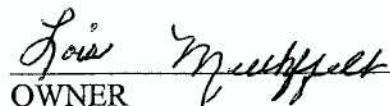
ATTEST:


CITY CLERK


OWNER

ATTEST:




OWNER

ATTEST:



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EXHIBIT A

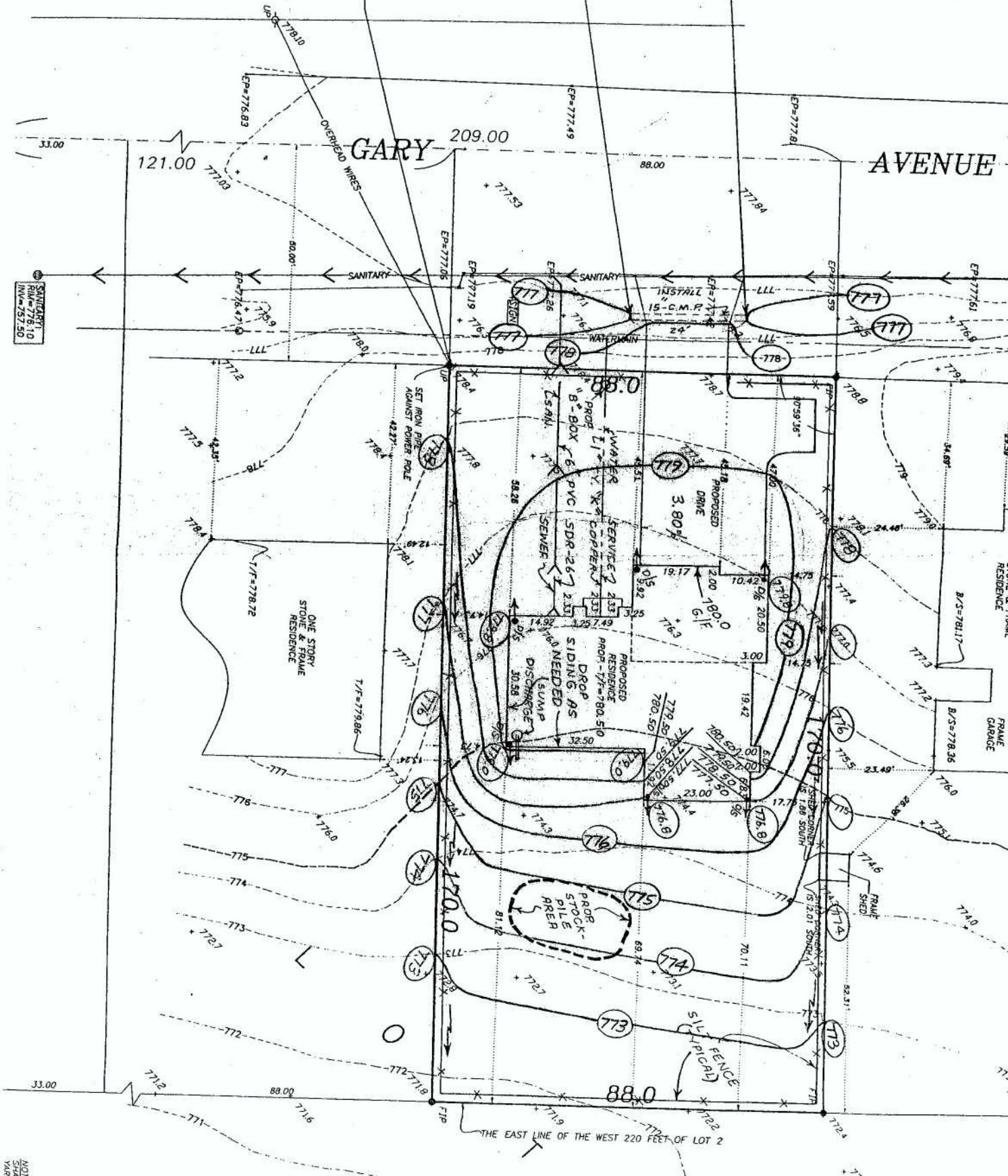
THE NORTH 88 FEET OF THE SOUTH 209 FEET OF THE WEST 220 FEET OF LOT 2 IN MUEHLFELT'S FIRST
SUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39, NORTH, RANGE 10, EAST OF
THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1947 AS
DOCUMENT 533909, IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 05-08-200-013

244. F-0598
BIT B

EXHIBIT B

NO PROTECTIVE FENCING AROUND
NO INGRESS PROTECTIVE FENCING
"NON-PROTECTIVE FENCE"
"EACH FENCE, DOUBLE UNDER THE
ACTION OF THE FENCE, DOUBLE ON
STORED WITHIN THE LUMPS OF
THE PROTECTIVE FENCE,
MANUFACTURED DURING THE
STRONGEST PHASE.



NOTE DOWNS
SHALL BE TO THE
YARDS ONLY.

CITY OF WHEATON
PETITION FOR ANNEXATION

TO: THE WHEATON CITY COUNCIL

Petitioners on oath states as follows:

1. That they are the owners of record of all of the land within the property described herein.
2. That (they are all the) or (there are no) electors residing thereon. (Circle the appropriate answer).
3. That no portion of the property is within the corporate limits of any municipality.
4. That the property which petitioners desire to have annexed to the City of Wheaton is described as follows:

Vacant lot on Gary Avenue North of 0NS15 Gary Avenue + south of 0N 575 Gary / 66 Avenue on the east side of the road Parcel: 05-08-200-013 The north 88 feet of the south 209 feet of the west 220 feet of lot 2 in Muchliff's first subdivision ... See Attached

5. That this petition shall be in full force and effect from and after the date hereof and until the property is contiguous and annexed to the City of Wheaton.

WHEREFORE, the applicant petitions that the property be annexed by ordinance to the City of Wheaton, Illinois, in accordance with the appropriate statutes.

The undersigned on oath states that he/she has read the foregoing petition for annexation, has knowledge of the allegations contained therein, and that said allegations are true and correct to the best of his/her knowledge.

Date: Feb 6th 2001.

Subscribed and sworn before me this
6th day of Feb

Dorothy A. Wilson
Notary Public

John Muchliff
Harold J. Muchliff
Owner(s) of record of said property

n/a Vacant land

Elector(s) residing on said property

