

ORDINANCE NO. F-1964

AN ORDINANCE AUTHORIZING THE SIGNING OF AN
ANNEXATION AGREEMENT - 25W630 WALDORTH COURT - HOWARD

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 legally described in Exhibit 'A' which is contiguous to the boundaries of the City and not within the corporate boundaries of any other municipality, pursuant to a proposed annexation agreement ("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 12, 2016 to consider the terms and conditions of the proposed Annexation Agreement; and

WHEREAS, an annexation agreement dated October 3, 2016, among the City and Steven and Janelle Howard ("Owners"), 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.

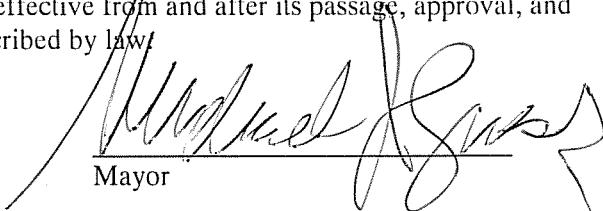
NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wheaton, DuPage County, Illinois, pursuant to its home rule powers, as follows:

Section 1: The Mayor of the City is authorized to sign (and the City Clerk is directed to attest to the signature of the Mayor) the Annexation Agreement between the City of Wheaton and Steven and Janelle Howard. 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Section 3: All ordinances or parts of ordinances in conflict with these provisions are repealed.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 Prendiville Councilman Rutledge Mayor Gresk Councilman Saline Councilman Scalzo Councilman Suess Councilwoman Fitch |
|-------|--|

| | |
|-------|------|
| Nays: | None |
|-------|------|

Absent: None

Motion Carried Unanimously

Passed: October 3, 2016
Published: October 4, 2016

EXHIBIT A

LOT 6 IN WALTER D. SANDER'S SECOND SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 21, 1962 AS DOCUMENT R62-7995, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 05-20-309-007; -008

The subject property is commonly known as 25W630 Waldorth Court, Wheaton, IL 60189.

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, made and entered into this 3rd day of October, 2016 among the City of Wheaton, Illinois, an Illinois corporation, located in DuPage County, State of Illinois ("City"), and Steve and Janelle Howard ("Owner").

WITNESSETH

WHEREAS, the Owner has an interest in or controls the real estate comprised of a parcel of property approximately 1.0152 acres in size, 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 (the 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 Owner that all of the Subject Property be annexed to the City under the terms and conditions of this Agreement; and

WHEREAS, the Owner desires to subdivide the Subject Property into two lots to construct one additional single family home on the Subject Property substantially in accordance with and pursuant to the plan entitled "Final Engineering Plans for the Waldorth Court Resubdivision Sheets C-0, C-1, and C-2" prepared by Webster, McGrath & Ahlberg, Ltd., Wheaton, Illinois, dated July 27, 2016, hereinafter referred to as "Site Plan" which is attached to and incorporated into this Agreement as Exhibit "B"; 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 law; and

WHEREAS, the City has had such hearings and heard such testimony as prescribed by law with respect to the annexation and requested zoning classification of R-3 Single Family Residential; 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, together with other good and valuable consideration, the receipt of which the parties acknowledge, the parties hereto agree as follows:

1. RECITALS. The foregoing recitals are incorporated herein as representing the intent of the parties as substantive terms and covenants.

2. 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.

3. PETITION TO ANNEX. The Owner has 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], conditioned upon the signing of this Agreement, to annex the Subject Property to the City. The petition is attached to, and incorporated in, this Agreement as Exhibit "C". This Agreement in its entirety, together with the 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.

4. ANNEXATION AND REZONING ORDINANCE. Immediately upon the execution of this Agreement by all parties, the ordinance annexing the Subject Property to the City shall become effective and without further hearing, the City shall amend its Zoning Map, zoning and classifying the Subject Property in the R-3 Single Family Residential Zoning District Classification.

5. DEVELOPMENT STANDARDS. The Site Plan has been reviewed by the corporate authorities of the City, and is hereby approved as the Preliminary Plat for the subdivision of the Subject Property. The City agrees to approve the final plat of subdivision provided said final plat, final engineering and such other final plans, provided that they comply with the City's ordinance, this Agreement, and are consistent with the Site Plan. The driveway access for Lot 1 shall be allowed only from Waldorth Court, and not from Orchard Road, and shall be located on the western half of the façade of the home facing Waldorth Court. The Final Plat shall include a restrictive covenant acceptable to the City on Lot 1 restricting vehicular access for Lot 1 from Orchard Road. The Subject Property shall contain a maximum of 2 detached single family homes. The chicken coop or any other ancillary structures existing on the property shall be in full compliance with all City Codes and Ordinances within one year of the date of this Agreement. The chicken coop shall not be a grandfathered use for purposes of this condition.

Except as expressly hereinafter provided, the Subject Property shall be developed and used in conformance with the City's Zoning Ordinance, Subdivision Control Ordinance, Building Codes, and other Ordinances, Codes, Rules and Regulations of the City pertaining to the development of the Subject Property. The Ordinances, Codes, Rules and Regulations existing

on the date of application for building/site development permits shall be applicable, except as this same may be specifically amended pursuant to the terms of this Agreement. The foregoing provisions to the contrary notwithstanding, with respect to the development and use of the Subject Property, the provisions of the Wheaton Zoning Ordinance pertaining to the following items shall be varied pursuant to the terms of this Agreement: A variation to Article 9.2.5 of the Wheaton Zoning Ordinance to allow a front yard setback off of Orchard Road, for proposed Lot 1, of 40.4 feet (matching the setback of the home to the south at 25W625 Waldorth Court), in lieu of the required 75.81 feet.

6. SANITARY SEWER FACILITIES. The Owner shall connect the existing and new single family residence on the Subject Property to the sanitary sewer main of the Wheaton Sanitary District located within the Waldorth Court right-of-way, or other sanitary sewer as may be permitted by the Wheaton Sanitary District. Such sanitary sewer connection for the existing home shall occur within one year of the date of this Agreement. The Owner shall pay all 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 sewer main. The Owner shall abandon the existing septic system servicing the property upon connection to the sewer main, in accordance with the requirements of the DuPage County Health Department.

7. STORM WATER FACILITIES. The Owner agrees 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 Federal, State, and local statutes and ordinances governing stormwater management. The Owner acknowledges the presence of a depressional stormwater storage area on the subject property and on the adjacent property to the north. No fill material, including structures, shall be placed in the depressional stormwater storage area without providing compensatory stormwater storage. Any

proposed grading of the subject property must be approved by the Director of Engineering prior to work commencing by submission by the Owner of a site topographical grading plan.

8. WATER FACILITIES. The Owner shall connect the existing and new single family residence on the Subject Property to the water main of the City located within the Waldorth Court right-of-way in accordance with City Code. Such water connection for the existing home shall occur within one year of the date 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 water system, in accordance with the requirements of the DuPage County Health Department.

9. BUILDING PLANS. The Owner shall submit to the City, plans for the new single family residence to be constructed on proposed Lot 1. A building permit shall be obtained and the appropriate permit fee paid as required by the Wheaton ordinances for the new single family residence to be constructed on proposed Lot 1. The Bulk Regulations and Related Incentive Provisions as contained in Article 28.2.B of the City of Wheaton Zoning Ordinance shall apply to the new single family residence built on proposed Lot 1.

10. TREE PRESERVATION. Prior to the issuance of a Site Development Permit, the Owner shall comply with the Tree Preservation requirements as set forth in Section 6.11 of the Wheaton Zoning Ordinance, subject to the provisions of the Site Plans and the terms of this Agreement. The Owner shall cause to be planted street trees planted in accordance with Section 62-294 of the Wheaton City Code and subject to the approval of the Director of Engineering.

11. STOP ORDERS. The City reserves the right to terminate and stop all activities at the job site, with written notice, to correct a situation which presents a direct hazard to the public

health, safety, and welfare. Any such stop work order shall be issued in accordance with the provisions of the Wheaton City Code and adopted Building Codes.

12. SIDEWALK. Within one year of the date of this Agreement, the Owner shall construct a public sidewalk along the Waldorth Court frontage of the Subject Property, in accordance with Section 58-74 of the Wheaton City Code.

13. FUTURE PUBLIC IMPROVEMENTS. Owner understand that the City customarily requires the Owners of real estate being annexed to the City to install various public improvements as required by the City Code, including, but not limited to, full street improvements, 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 Waldorth Court and Orchard Road frontage of Subject Property without a unified construction effort. In lieu of the Owner constructing the public improvements at the time of annexation, the Owner shall pay, at the time of building permit issuance for the new single family residence to be constructed on proposed Lot 1, a fee of \$12,528 as their fair share of costs of the design and construction of the Orchard Road public improvements previously completed by the City.

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

15. 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 Owner or successor Owner s, contractors, subcontractors, material men, 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 time of application for same.

16. SCHOOL AND PARK CASH CONTRIBUTIONS. The Owner agrees to provide an aggregate school and park cash contribution in the amount required by the City's Ordinances for each new four bedroom single family detached dwelling unit, representing the cash contribution amount in effect at the time the petition for annexation was signed by the Owner. This cash contribution shall be paid prior to the recordation of the final plat of subdivision.

17. WHEATON PARK DISTRICT ANNEXATION. Owner shall annex, pursuant to Statute, the Subject Property to the Wheaton Park District within one (1) year from the date of this Agreement.

18. 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.

19. 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.

20. TIME OF THE ESSENCE. Time is of the essence of this Agreement. The Owner shall execute this Agreement no later than ninety (90) calendar days after the passage of the ordinance approving this Agreement. Failure to execute Agreement within the ninety (90) calendar day period shall render this Agreement null and void without further action of the City's

corporate authorities. The Owner where appropriate may, by written request to the City's Corporate Authorities, and without amendment to this Agreement, seek an extension of the ninety (90) calendar day requirement so long as the request is submitted no less than fourteen days prior to the expiration of the ninety (90) calendar days.

21. 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.

22. ADDRESS. Following the annexation of the subject property to the City, the existing home shall be addressed in accordance with the requirements of the Wheaton City Code.

23. 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.

24. INDEMNIFICATION. Owner shall indemnify and hold the City harmless from all injuries to persons and property which arise due to the actions of the Owner, its agents, assigns, employees, contractors, and subcontractors. Owner 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 its actions and conduct. The Owner shall provide the City with certificates of insurance as required by any Subdivision Improvement Agreement hereafter entered between the City and the Owner.

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

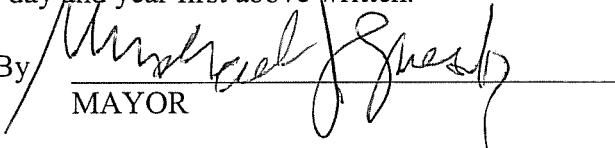
26. NOTICES. Notices or other writings which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

- A. Steven and Janelle Howard
25W630 Waldorth Court
Wheaton, IL 60189
- B. City of Wheaton
City Clerk
City of Wheaton
303 West Wesley Street
Wheaton, IL 60189-0727

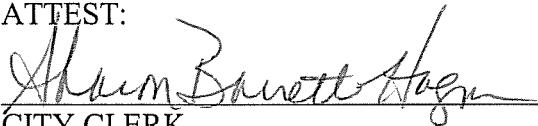
27. RECORDING. This Agreement shall be recorded by the City Clerk in the Office of the Recorder of Deeds, DuPage County, Illinois at the expense of the Owner.

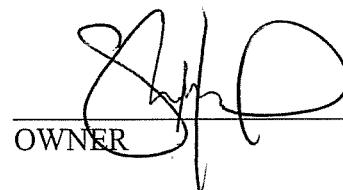
IN WITNESS WHEREOF, the Corporate authorities and Owner have hereunto set their hands and seals, and have caused this instrument to be executed by their duly authorized officials and the Corporate seal attached here, all on the day and year first above written.

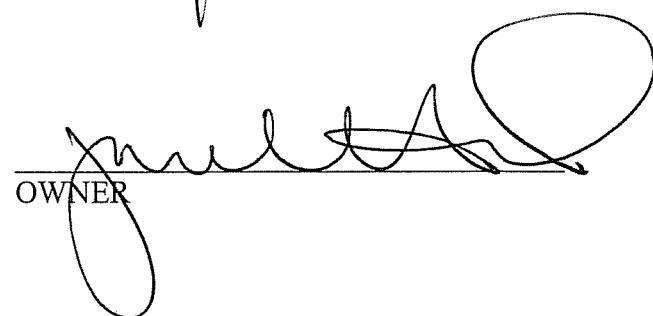
By


MAYOR

ATTEST:


CITY CLERK


OWNER


OWNER

ATTEST:

Exhibit "A"

Exhibit "B"

Exhibit "C"

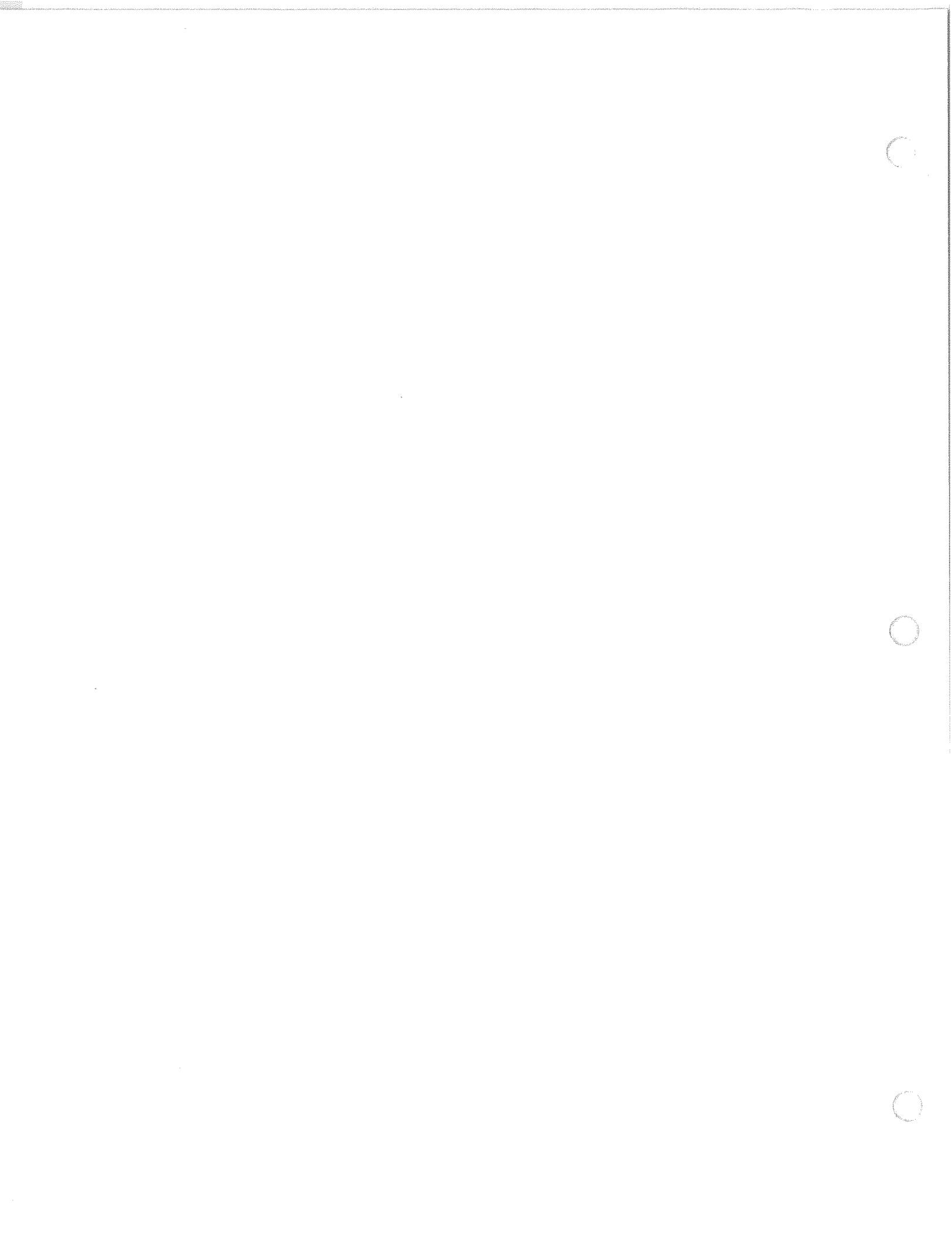


Exhibit "A"

Exhibit "B"

ND

WALDORTH COURT RESUBDIVISION

Final Engineering Plans for:

NW Corner of Waldorth & Orchard
City of Wheaton, DuPage County, Illinois

SW 1/4 Section 20 - Township 39 N - Range 10 E

INDEX OF SHEETS

- C-0 COVER
- C-1 GRADING & UTILITY PLAN
- C-2 DETAILS

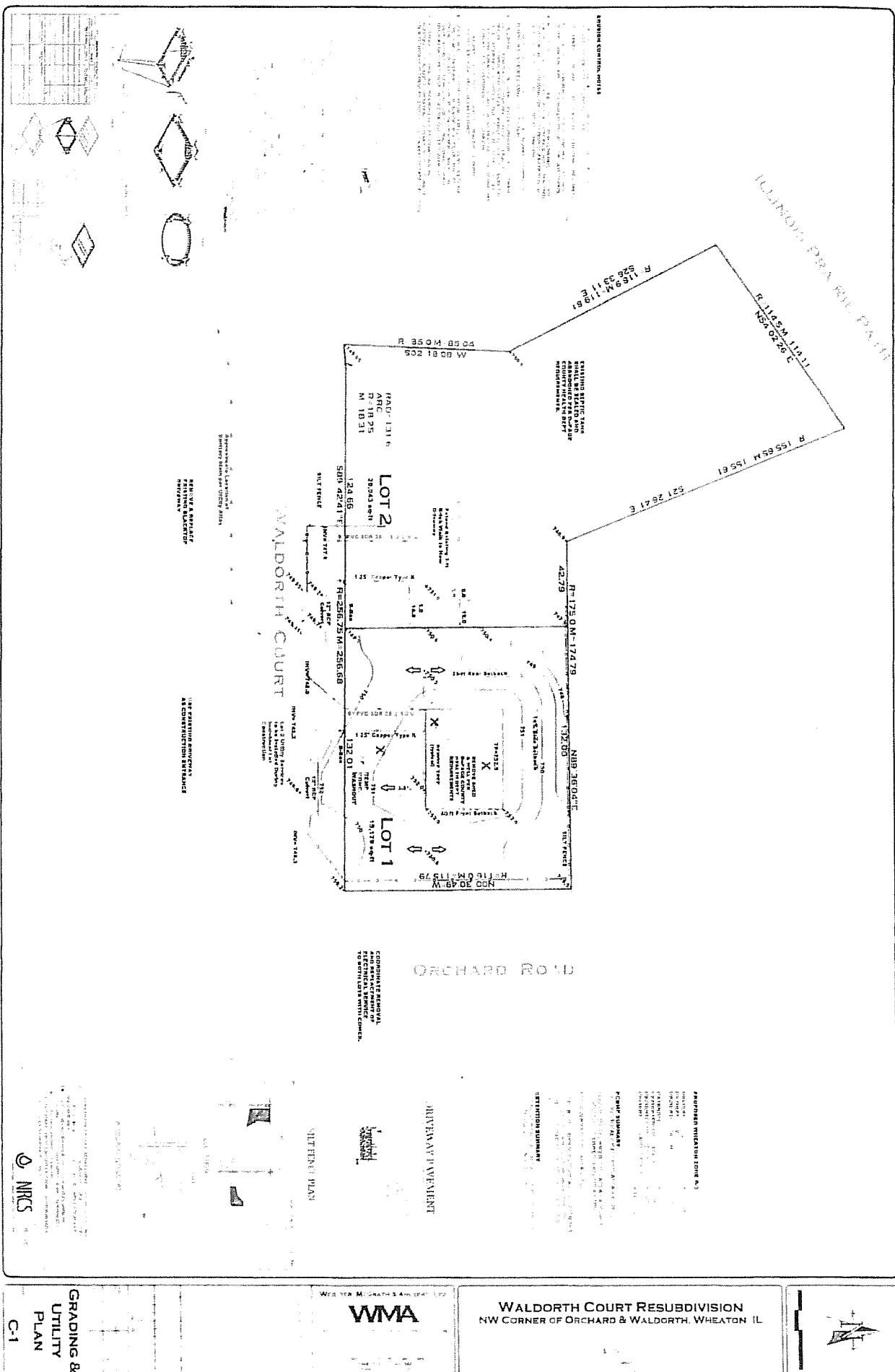
VICINITY MAP

WALDORTH COURT RESUBDIVISION
NW CORNER OF ORCHARD & WALDORTH, WHEATON, IL



For more information

WMA



DESIGN SPECIFICATIONS

| | | | |
|-----------------------|-------------------------|--------------------------|--------------------------|
| 1. GENERAL | 2. STORM SEWER | 3. WATER SERVICE | 4. SANITARY SEWER |
| 5. STORM SEWER | 6. WATER SERVICE | 7. SANITARY SEWER | 8. GENERAL |

STORM SEWER SERVICE CONNECTION DETAIL

| | |
|--------------------------|--|
| A. GENERAL | |
| 1. GENERAL | |
| 2. STORM SEWER | |
| 3. WATER SERVICE | |
| 4. SANITARY SEWER | |
| 5. GENERAL | |

WATER SERVICE CONNECTION DETAIL

| | |
|--------------------------|--|
| A. GENERAL | |
| 1. GENERAL | |
| 2. STORM SEWER | |
| 3. WATER SERVICE | |
| 4. SANITARY SEWER | |
| 5. GENERAL | |

SANITARY SEWER CONNECTION DETAIL

| | |
|--------------------------|--|
| A. GENERAL | |
| 1. GENERAL | |
| 2. STORM SEWER | |
| 3. WATER SERVICE | |
| 4. SANITARY SEWER | |
| 5. GENERAL | |

Exhibit "C"

**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 the only or (there are other) 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:

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.

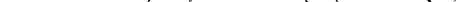
WHEREFORE, the applicant petitions that the property be annexed by ordinance to the City of Wheaton, Illinois, in accordance with the appropriate statutes.

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: _____ 20_____.
(Handwritten date)

Owner(s) of record of said property

Name: Steve ? Janelle ? Brown

Signature: 

Address: 250 W. 30th Street, New York, NY

Tel. No.: (030) 690 0328

Fax No.:

Elector(s) residing on said property

Name: John Doe

Name: Aliele Howard

Subscribed and sworn before me this 23 day of December 2014

Elaine M. B. Lantz
Notary Public

