

ORDINANCE NO. O-2025-10

AN ORDINANCE AUTHORIZING THE SIGNING OF AN ANNEXATION AGREEMENT
1703 N. STODDARD AVENUE - KRETZ

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 February 24, 2025 to consider the terms and conditions of the proposed Annexation Agreement; and

WHEREAS, the Annexation Agreement dated March 3, between the City and Adam and Darcie Kretz ("Owner"), is the direct result of deliberations on the proposed annexation pursuant to the public hearing and other meetings before the City Council and City Staff.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and 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 Annexation Agreement between the City of Wheaton and Owner. A copy of the Annexation Agreement is attached herein as Exhibit 'B'.

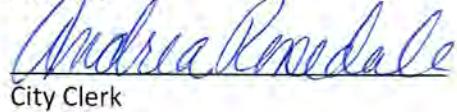
Section 2: The Annexation Agreement shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois, at the expense of the Owner.

Section 3: All ordinances or parts of ordinances in conflict with these provisions are repealed.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


Philip J. Sauer
Mayor

ATTEST:


Andrea Remedale
City Clerk

Roll Call Vote

Ayes:	Councilman Weller Councilwoman Bray-Parker Councilman Brown Mayor Pro Tem Barbier Councilman Clousing Councilwoman Robbins
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Nays: None

Absent: Mayor Suess

Motion Carried Unanimously

Passed: March 3, 2025

Published: March 4, 2025

EXHIBIT 'A'

LOT 13 IN BLOCK 5 IN ARTHUR T. MCINTOSH AND COMPANY'S WHEATON FARMS, BEING A
SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 10, ALSO THAT PART
LYING SOUTH OF THE CENTER LINE OF GENEVA ROAD OF THE SOUTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 3, ALL IN TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 05-10-107-004

The subject property is commonly known as 1703 N. Stoddard Avenue, Wheaton, IL 60187.

EXHIBIT 'B'

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this 3rd day of March, 2025 between the City of Wheaton, Illinois, an Illinois municipal corporation, located in DuPage County, State of Illinois ("City"), and Adam and Darcie Kretz ("Owner").

WITNESSETH

WHEREAS, the Owner has an interest in or control of the real estate comprised of a parcel of property approximately .68 acres in size, commonly known as 1703 N. Stoddard Avenue, PIN 05-10-107-004 ("Subject Property"), a description of which is set forth on the Plat of Annexation, as may be amended, which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the Subject Property is contiguous to the corporate limits of the City; and
WHEREAS, it is the desire of the Owner that the Subject Property be annexed to the City under the terms and conditions of this Agreement; and

WHEREAS, the Owner desires to construct a single-family residence on the Subject Property in accordance with and pursuant to the Site Plan dated November 19, 2024 and the Grading Plan Sheets 1 and 2 dated December 5, 2024 all prepared by Civil and Environmental Consultants, Inc, Naperville, IL, which are attached hereto and incorporated herein 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 18-1, *et seq.* of the Wheaton City Code ("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 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, together with other good and valuable consideration, the receipt of which the parties acknowledge, 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 Illinois Constitution.

2. PETITION TO ANNEX. The Owner has filed with the City Clerk 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 hereto and incorporated herein 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.

3. ANNEXATION ORDINANCE. Following approval by the City Council of this Agreement, the City Council will enact an ordinance annexing the Subject Property to the City.

4. REZONING. 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 Zoning District.

5. SANITARY SEWER FACILITIES. The Owner shall connect the new single-family residence on the Subject Property to the sanitary sewer main of the City located within the Stoddard Avenue right-of-way. 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.

6. STORM WATER FACILITIES. The Owner agrees to design and construct an extension of the storm sewer to the north property line of the Subject Property to connect the proposed property drainage to a storm sewer.

7. WATER FACILITIES. The Owner shall connect the new single-family residence on the Subject Property to the water main of the City located within the Stoddard Avenue right-of-way in accordance with the City Code. 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.

8. BUILDING PLANS. The Owner shall be required to submit to the City, plans for the new single-family residence to be constructed on the Subject Property. A building permit must be obtained, and the appropriate permit fee paid as required by the City Code.

9. 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, contractors, subcontractors, 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.

10. TREE PRESERVATION. Prior to the issuance of a Building 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 in accordance with Section 62-294 of the City Code and subject to the approval of the Director of Engineering.

11. SIDEWALK. The Owners shall pay to the City a sidewalk contribution equal to 100 percent of the cost of constructing a public sidewalk along the Stoddard Avenue frontage of the Subject Property in lieu of the installation of said public sidewalk, in accordance with Section 58-74(a) of the City Code. The cost shall be determined by the Director of Engineering and payment of same shall be made at the time of application for a building permit.

12. FUTURE PUBLIC IMPROVEMENTS. The Owners 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 Owners to construct the public improvements along the Stoddard Avenue frontage of the Subject Property without a unified construction effort along Stoddard Avenue. In lieu of the Owners constructing the public improvements at the time of annexation, the Owners agree that should the City construct public improvements along Stoddard Avenue fronting the Subject Property, the Owners shall pay their fair share of costs of the design and construction of said public improvements as determined by the City Engineer.

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

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, and any exhibit attached hereto, may be amended pursuant to the provisions of Chapter 18 of the City Code.

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

17. INVALIDITY. If any provision of this 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 Agreement and the application of such provision, section, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby.

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

19. NO LIABILITY ON THE PART OF THE CITY. The Owner acknowledges and agrees that the City is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans for the Subject Property or any improvements thereon, or the issuance of any approvals, permits or acceptances for the development or use of the Subject Property or any improvements thereon, and that the City's review and approval of any such plans and any improvements and issuance of any such approvals or permits does not, and shall not, in any way, be deemed to insure the Owner, or any of its heirs or assigns against damage or injury of any kind.

20. INDEMNIFICATION. The Owner shall indemnify and hold the City, its officials, officers, employees and agents, harmless from all claims, causes of action, suits, judgments, settlements, legal fees and all other costs for injuries or damages to persons and property which arise out of this Agreement, including but not limited to the following: injuries due to the actions of the Owner, its agents, assigns, employees, contractors, and subcontractors.; the City's review and approval of any plans for the Subject Property; the issuance of any approval, permit, or acceptance for the Subject Property or any improvements thereon; the development, construction, maintenance or use of the Subject Property or the improvements thereon; the zoning of the Subject Property, or any other action or conduct of the City.

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

22. 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. Adam and Darcie Kretz
1703 N. Stoddard Avenue
Wheaton, IL 60187

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

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

IN WITNESS WHEREOF, the City 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

Philip J. Sauer
MAYOR

ATTEST:

Andrea Rose Dalle
CITY CLERK

Rich Stot

Dawn Hart
OWNER

ATTEST:

Chris York

EXHIBIT A

PLAT OF ANNEXATION



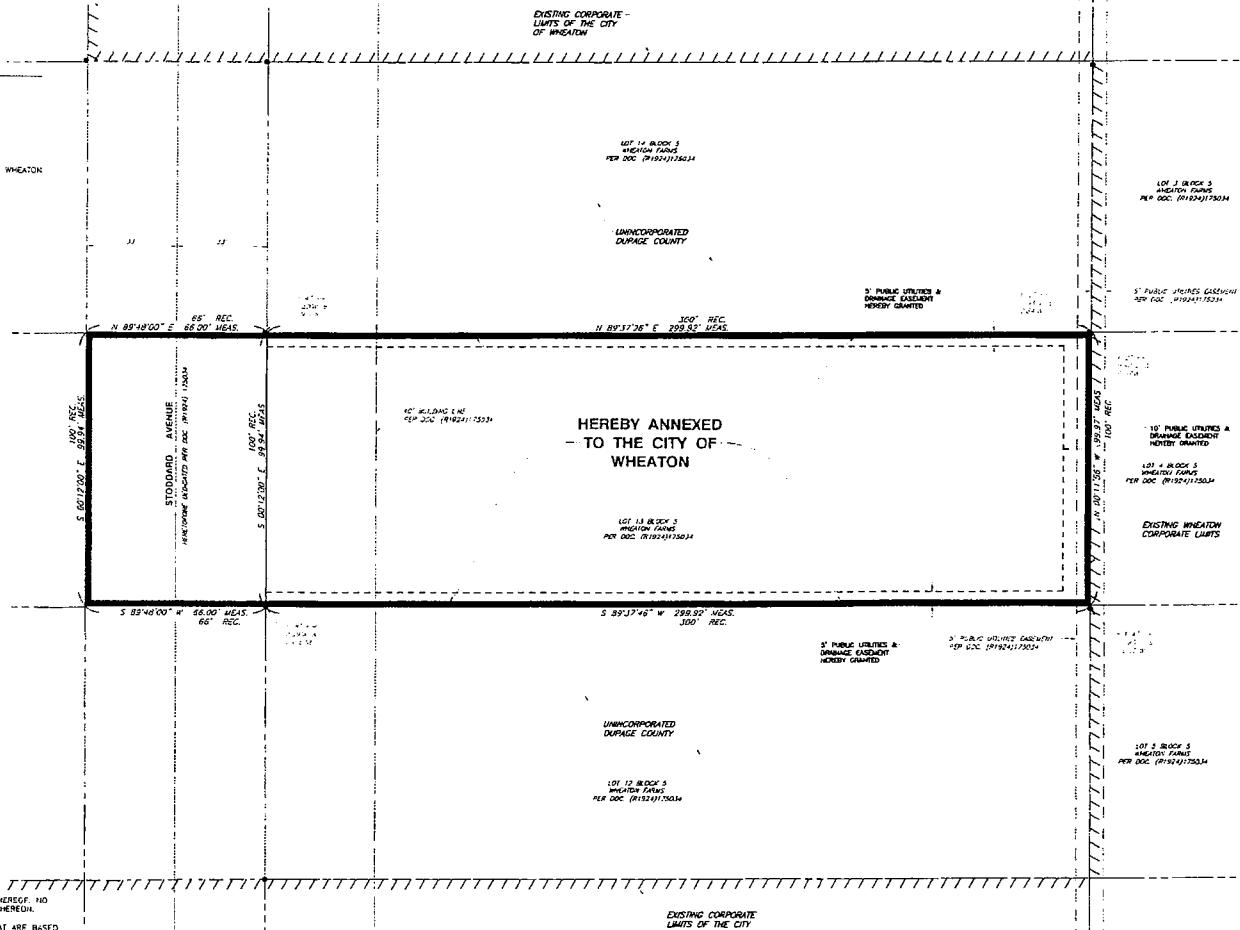
PLAT OF ANNEXATION AND PLAT OF EASEMENT
FOR
1703 NORTH STODDARD AVENUE
WHEATON, ILLINOIS

P.L.N.: 05-10-107-004
ADDRESS: 1703 NORTH STODDARD AVENUE,
WHEATON, ILLINOIS 60187



LEGEND
PROPERTY LINE
ADJACENT PROPERTY LINE
BUILDING SETBACK LINE
RIGHT-OF-WAY CENTERLINE
EXISTING EASEMENT
PROPOSED EASEMENT
EXISTING CORPORATE LIMITS OF WHEATON
ANNEXATION BOUNDARY
DOCUMENTATION FOUND

ABBREVIATIONS
ODD.ODD. MEAS
ODD.ODD. REC
RECORD DATA
P.U. & E.
PUBLIC UTILITIES & DRAINAGE EASEMENT
PIP
FOUND IRON PIPE
FR
FOUND IRON ROD
PIN
PERMANENT INDEX NUMBER



LOCATION MAP
MAP PRODUCED BY USGS DATED 2024

ANNEXATION AREA SUMMARY	
GROSS LOT AREA	29,579 S.F. (0.688 ACRES)
ALO W. AREA	6,596 S.F. (0.151 ACRES)
TOTAL ANNEXATION AREA	36,575 S.F. (0.839 ACRES)

EASEMENT AREA SUMMARY	
EXISTING EASEMENT AREA	317 S.F. (0.012 ACRES)
PROPOSED EASEMENT AREA	3,400 S.F. (0.078 ACRES)
TOTAL EASEMENT AREA	3,717 S.F. (0.090 ACRES)

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EXHIBIT B

PRELIMINARY PLANS

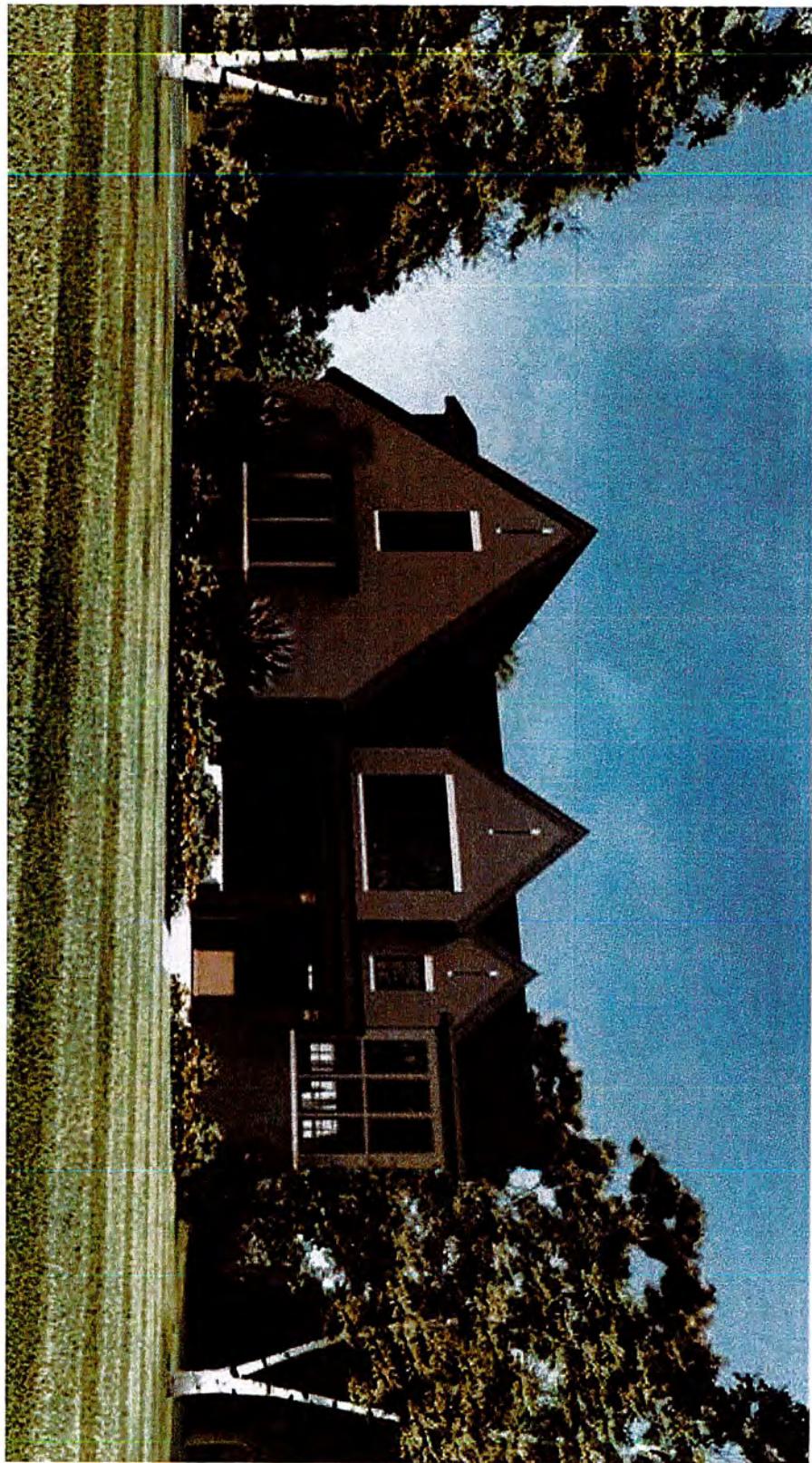


EXHIBIT C

PETITION FOR ANNEXATION

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 legal description attached hereto.

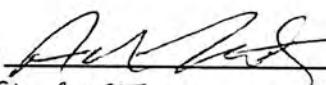
5. That this petition shall be in full force and effect from and after the date hereof and until the property is contiguous and annexed to the City of Wheaton.

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: December 12 2024.

Owner(s) of record of said property

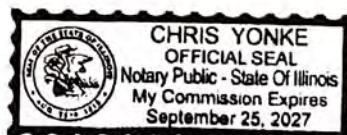
Name: ADAM KRETZ Signature: 
Address: _____ Wheaton IL 60187
Tel. No.: _____ Fax No.: _____

Elector(s) residing on said property

Name: _____
Name: _____

Subscribed and sworn before me this 12th day of December 20 24.

Chris Yonke
Notary Public



For more information about Annexation, view the Wheaton City Code – Chapter 18 – Annexation – (https://library.municode.com/il/wheaton/codes/code_of_ordinances?nodeId=CH18AN).