

ORDINANCE 01-16-23

**AN ORDINANCE AUTHORIZING THE
EXECUTION OF AN ANNEXATION AGREEMENT**

CITY OF MENDOTA

**Adopted by the Mayor and City Council
of the City of Mendota, LaSalle County, Illinois
on the 16th Day of January, 2023**

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CITY OF MENDOTA

ORDINANCE 01-16-23

An Ordinance Authorizing the Execution of an Annexation Agreement with the property known as the KURT and MARY BRUNO property.

WHEREAS, it is in the best interest of the City of Mendota, LaSalle County, Illinois, that a certain annexation agreement pertaining to the property known as the BRUNO property be entered into; and,

WHEREAS, an annexation agreement has been drafted; and

WHEREAS, the BRUNO property and the other legal owners of record of the territory that is the subject of the annexation agreement are ready, willing and able to enter into that agreement and to perform the obligations as required hereunder; and,

WHEREAS, the statutory procedures provided in 65 ILCS 5/7-1-8 and 65 ILCS 5/11-15.1-1, et seq. of the Illinois Municipal Code for the execution of the annexation agreement have been fully complied with;

NOW, therefore, be it ordained by the Mayor and the City Council of the City of Mendota, LaSalle County, Illinois, as follows:

SECTION I: That the Mayor be, and he is hereby authorized and directed, and the City Clerk is directed, to attest a document known as Annexation Agreement dated January 16, 2023, which is attached hereto and made a part hereof.

This Ordinance shall be in full force and effect from and after its passage and approval according to law.

Presented, passed and adopted by the Mayor and City Council of the City of Mendota on the 16th day of January, 2023.

AYES: 7

NAYS: 0

ABSENT: 1



David W. Boelk, Mayor

ATTEST:



Emily J. McConville, City Clerk

Published in pamphlet form by authority of the Mayor and City Council of the City of Mendota, LaSalle County, Illinois, this 16th day of January, 2023

ANNEXATION AGREEMENT

THIS AGREEMENT entered into this 16th day of January, 2023 between the CITY OF MENDOTA, hereinafter referred to as the "CITY", and KURT L. BRUNO and MARY K. BRUNO, as Trustees of the KURT L. BRUNO and MARY K. BRUNO LIVING TRUST dated January 23, 2020, referred to as "OWNER".

1. This Agreement shall be effective as of the date of its approval by the corporate authorities of the CITY.
2. The property subject to this Agreement and legal title to which is vested in the OWNER is legally described on the attached Exhibit A.
3. The property is located in the unincorporated portion of LaSalle County and is or will be contiguous to the boundaries of the CITY at the time of annexation.
4. OWNER has petitioned the CITY for annexation and for zoning on said property to be classified as R-1, (Residential).
5. The parties have fully complied with all relevant statutes of the State of Illinois and have given notice to the public and to the necessary governmental units of the annexation.
6. The parties hereto have determined that it is in the best interest of the parties and in furtherance of the public health, safety, comfort and welfare of the community to execute and implement this Agreement and that such implementation and development of the property will constitute an improvement of the real estate tax and sales tax bases for the CITY, and further be an implementation of the comprehensive plan of the CITY, and will constitute a preservation of environmental values.
7. The corporate authorities of any municipality may enter into an annexation agreement with one or more of the owners of record of land in an unincorporated territory. That land may be annexed to the municipality in the manner provided in Article 7 at the time the land is or becomes contiguous to the municipality. The agreement shall be valid and binding for a period not to exceed 20 years from the date of its execution.
8. Property that is subject to an annexation agreement adopted under this Section is subject to the ordinances, control, and jurisdiction of the municipality in all respects the same as property that lies within its corporate limits.
9. Lack of contiguity to the municipality of property that is the subject of an annexation agreement does not affect the validity of the agreement.
10. Pursuant to said legislation a municipality may exercise jurisdiction over property which is subject to an annexation agreement at the time the agreement is entered into, rather than the time of annexation.
11. The OWNER has filed a petition for annexation of the property pursuant to statute in said case made and provided. The CITY has by execution of this Agreement manifested its intention to annex the property pursuant to the terms of the Agreement.
12. Subject to the provisions of 65 ILCS 5/7-1-8 and 65 ILCS 5/11-15.1-1, et seq., and other statutory provisions as may be relevant, the CITY shall by proper ordinances, cause approval and execution of this Agreement. Upon annexation, the property will be annexed with the zoning classification of R-1. The boundary of the CITY resulting from such annexation shall extend to the far side of any adjacent highway and shall include all of every highway within the area annexed.

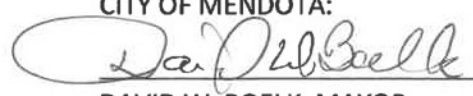
13. Upon execution of this annexation agreement, the property will be subject to all ordinances, control, zoning regulations, building codes and building fees enacted by the CITY, except as otherwise set forth herein and shall be zoned R-1 (residential).
14. That should the CITY approve said annexation pursuant to this Agreement and any modification thereof, OWNER and the CITY agree that in exchange for OWNER annexing to the CITY , the following shall occur:
 - a. The CITY shall not be required to provide sidewalks, curb, gutter, storm sewers, water or any improvements to OWNER's property. The City shall not be required to provide any utilities, fire protection or benefits generally given to residents of the CITY.
 - b. CITY agrees to provide to OWNER, in exchange for the aforementioned benefits and rights, the following: the zoning requested and other benefits specifically set forth herein.
 - c. CITY zoning will be granted as requested along with the benefits associated with said zoning district, however, the subdivision of any land not involving new streets or easements of access shall be permitted if not in conflict with the Mendota Subdivision Regulations or State of Illinois Subdivision requirements.
 - d. OWNER will be annexed to the CITY when contiguous.
 - e. OWNER will pay all costs of publication filing fees for rezoning, and annexation and legal costs incurred by CITY.
15. In the event any third party or parties institute any legal proceeding against OWNER or the CITY which relate to this Agreement, then, in that event, the OWNER and CITY shall fully defend said action or lawsuit. If any provisions effecting this Agreement are declared invalid, then the remainder of this Agreement shall remain in full force and effect. If any third party or parties challenge the annexation or Agreement, the CITY and OWNER agree to defend said action at its cost or shall have authority to settle said dispute.
16. This Agreement shall be binding upon the parties hereto, successor owners, assigns, executors and administrators, and the covenants herein contained shall run with the real estate for the period of this Agreement.
17. This Agreement shall be valid and binding for a period of twenty (20) years from the date of execution hereof.
18. This Agreement sets forth all the promises, inducements, agreements, conditions and undertakings between OWNER and CITY, and there are no promises, agreements, conditions or undertakings between OWNER and CITY, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding unless authorized in accordance with law and reduced to writing and signed by the parties.
19. The real estate pending annexation and thereafter shall be subject to the ordinances, control and jurisdiction of the municipality in all respects the same as property that lies within the annexing municipality's corporate limits.
20. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the undersigned parties have hereunto executed or caused to be executed this Annexation Agreement the date above written.

OWNERS:


KURT L. BRUNO, TRUSTEE

CITY OF MENDOTA:


DAVID W. BOELK, MAYOR


MARY K. BRUNO, TRUSTEE

ATTEST:

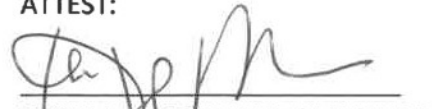

EMILY J. McCONVILLE, CITY CLERK

EXHIBIT "A"

Lot 040 in By-Road Estates Subdivision of part of the East Half of the Northwest Quarter of Section 6, Township 35 North, Range 1, East of the Third Principal Meridian, according to the Plat thereof recorded in Plat Cabinet A, Page 118 as Doc.#679705, situated in LaSalle County, Illinois.

and

That part of the East Half of the Northwest Quarter of Section 6, Township 35 North, Range 1, East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of Lot 040 in By-Road Estates Subdivision of part of the East Half of the Northwest Quarter of Section 6, Township 35 North, Range 1, East of the Third Principal Meridian, according to the plat thereof recorded in Plat Cabinet A, Page 118 as Doc. #679705, situated in LaSalle County, Illinois, thence South 00 degrees 56 minutes 00 seconds East a distance of 75 feet, thence South 89 degrees 04 minutes 00 seconds West a distance of 200 feet, thence North 00 degrees 56 minutes 00 seconds West a distance of 75 feet, thence North 89 degrees 04 minutes 00 seconds East a distance of 200 feet to the point of beginning, containing 0.345 acres more or less, located in LaSalle County, Illinois.

PARCEL #06-06-100-016

