

ORDINANCE NO. O-2018-61

AN ORDINANCE AUTHORIZING THE SIGNING OF AN ANNEXATION AGREEMENT - 1407 S. GABLES BOULEVARD - BREMS AND VOZZA

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 October 22, 2018 to consider the terms and conditions of the proposed Annexation Agreement; and

WHEREAS, the Annexation Agreement dated November 5, 2018, between the City and Joseph Brems and Laura Vozza ("Owners"), 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.

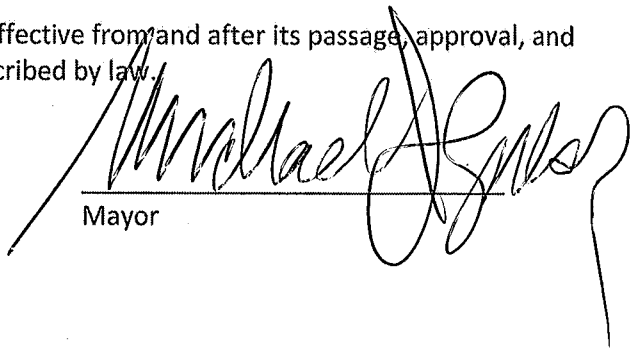
NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wheaton, DuPage County, Illinois, pursuant to its home rule powers, as follows:

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 Owners. A copy of the Annexation Agreement is attached herein as Exhibit 'B'.

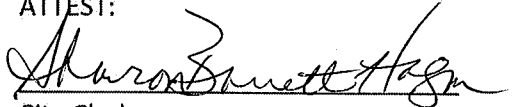
Section 2: The Annexation Agreement shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois, at the expense of the Owner.

Section 3: All ordinances or parts of ordinances in conflict with these provisions are repealed.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



Mayor

ATTEST:


City Clerk

Roll Call Vote

- Ayes:
- Councilman Suess
 - Councilwoman Fitch
 - Councilman Prendiville
 - Mayor Gresk
 - Councilman Rutledge
 - Councilman Scalzo

Nays: None

Absent: Councilman Barbier

Motion Carried Unanimously

Passed: November 5, 2018

Published: November 6, 2018

EXHIBIT 'A'

LOT 3 OF PROPERTY OWNER'S DIVISION OF LOT 1 OF HADLEY ESTATES, BEING A SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF PROPERTY OWNER'S DIVISION, RECORDED MAY 15, 1947, AS DOCUMENT 521041, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 05-20-400-005

The subject property is commonly known as 1407 S. Gables Boulevard, Wheaton, IL 60189.

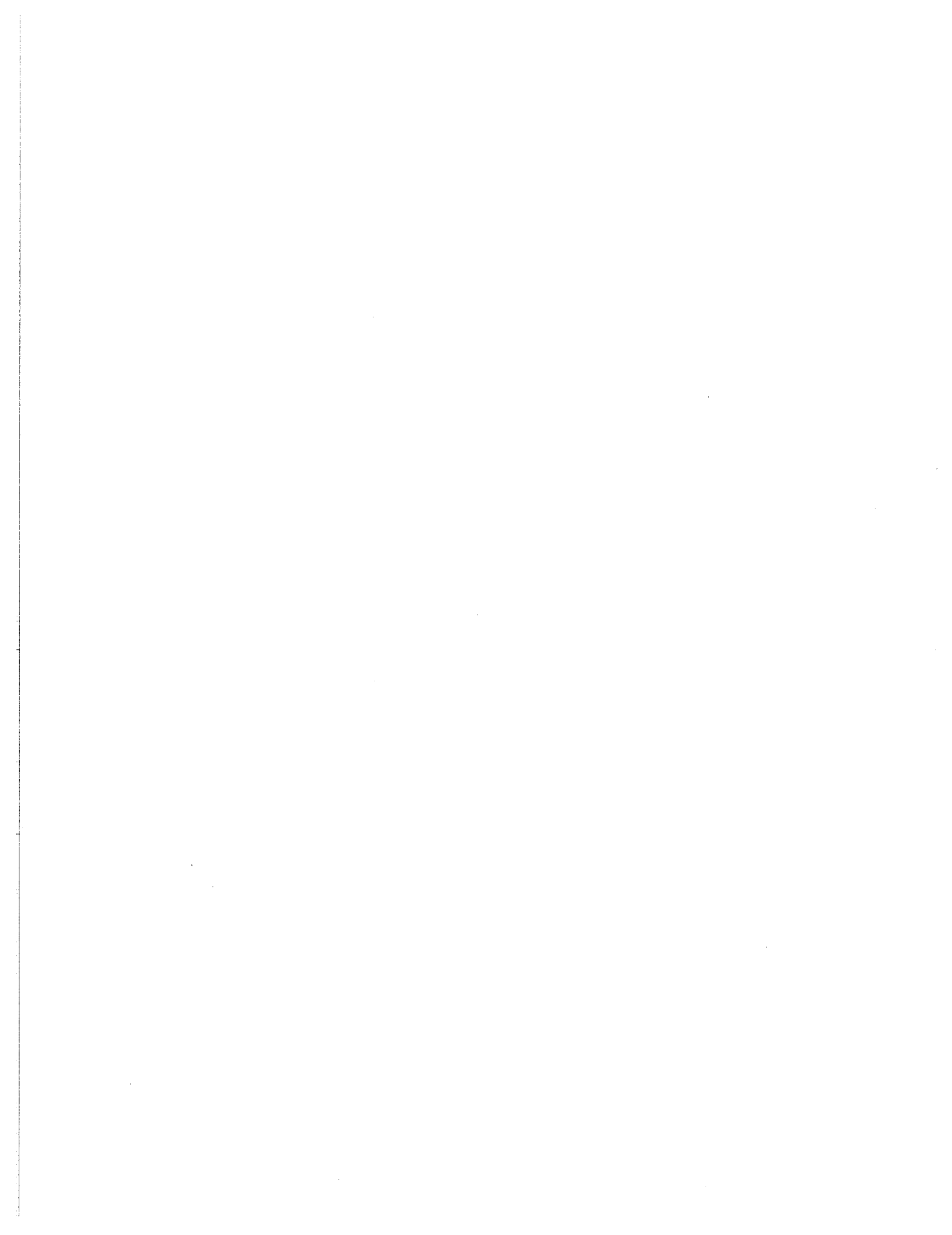


EXHIBIT 'B'

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, made and entered into this 5th day of November, 2018 between the City of Wheaton, Illinois, an Illinois municipal corporation, located in DuPage County, State of Illinois ("City"), and Joseph Brems and Laura Vozza ("Owners").

WITNESSETH

WHEREAS, the Owners have an interest in, or control, the real estate comprised of a parcel of property approximately .675 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 Owners that all of the Subject Property be annexed to the City under the terms and conditions of this Agreement; and

WHEREAS, the Owners desire to construct a single-family residence on the Subject Property generally in accordance with and pursuant to the preliminary site development plan prepared by Engineering Resources Associates, dated September 11, 2018, and the preliminary building elevation prepared by Meyer Design, dated September 11, 2018, hereinafter referred to as "Building Plans" which are 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 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 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], 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.

3. ANNEXATION ORDINANCE. Immediately upon the complete signing 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 zoning district.

5. SANITARY SEWER FACILITIES. The City represents that as of the date of this Agreement, the sanitary sewer system of the City currently has sufficient capacity to service the Subject Property if the Subject Property is developed in accordance with this Agreement. The Owners shall connect the new single family residence on the Subject Property to the sanitary sewer main of the City. The Owners 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. If the owners decide not to demolish the existing residence or construction of the new single-family residence is delayed, the existing residence shall be connected to the City's sewer main within one year from the date of this agreement.

6. STORM WATER FACILITIES. The 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 Federal, State, County and local statutes and ordinances governing stormwater management.

7. WATER FACILITIES. The City represents that as of the date of this Agreement, the water distribution system of the City currently has sufficient capacity to service the Subject Property with potable water for domestic water consumption if the Subject Property is developed in accordance with this Agreement. The Owners shall connect the new single family residence on the Subject Property to the water main of the City located within the Gables Boulevard right-of-way in accordance with City Code. The Owners 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. If the owners decide not to demolish the existing residence or construction of the new single-family residence is delayed, the existing residence shall be connected to the City's water main within one year from the date of this agreement.

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

9. 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.

10. 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, 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.

11. TREE PRESERVATION. Prior to the issuance of a Site Development Permit, the Owners shall comply with the Tree Preservation requirements as set forth in Section 6.11 of the Wheaton Zoning Ordinance. The Owners 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.

12. 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.

13. AMENDMENT OF ANNEXATION AGREEMENT. This Annexation Agreement, and any exhibit attached hereto, may be amended pursuant to the provisions of Chapter 18 of the City Code.

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

15. 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.

16. 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.

17. INDEMNIFICATION. Owners shall indemnify and hold the City harmless from all injuries to persons and property which arise due to the actions 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 Owners actions and conduct.

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

19. 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. **Joseph Brems and Laura Vozza**
1625 N. Claremont, Unit 3
Chicago, IL 60647

B. **City of Wheaton.**
City Clerk
City of Wheaton
303 West Wesley Street
Wheaton, IL 60187

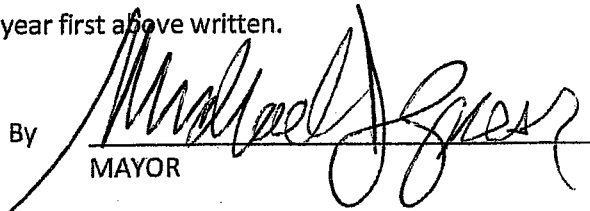
20. RECORDING. This Agreement shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois at the expense of the Owners.

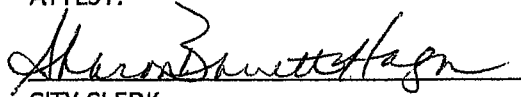
21. SIDEWALK. Prior to the issuance of an occupancy permit for the house, the Owners shall construct a public sidewalk along the Gables Boulevard frontage of the Subject Property in accordance with Chapter 58, Article II of the Wheaton City Code.

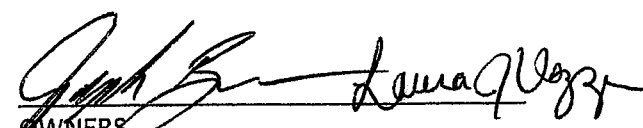
22. CONDITION OF PUBLIC IMPROVEMENTS. The City shall have no obligation of any kind with respect to the public improvements presently existing within Gables Boulevard adjacent to the Subject Property. Once the Subject Property is annexed to the City, the City shall maintain the public improvements within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

23. DEMOLITION OF EXISTING STRUCTURE. The demolition of the existing residence located on the Subject Property shall be authorized by this Agreement. Demolition of the existing residence, however, shall be carried out in conformance with Wheaton City Code Chapter 22, Article XIV, with the exception that the Owners shall not be required to wait 30 days prior to commencing demolition from the date of submitting a demolition permit application to the Building and Code Enforcement Department, and shall not be required to hold a "neighbor meeting" at least 30 days prior to submitting an application for building demolition. The Owners shall provide written notice to adjacent property Owners prior to the building demolition.

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


OWNERS

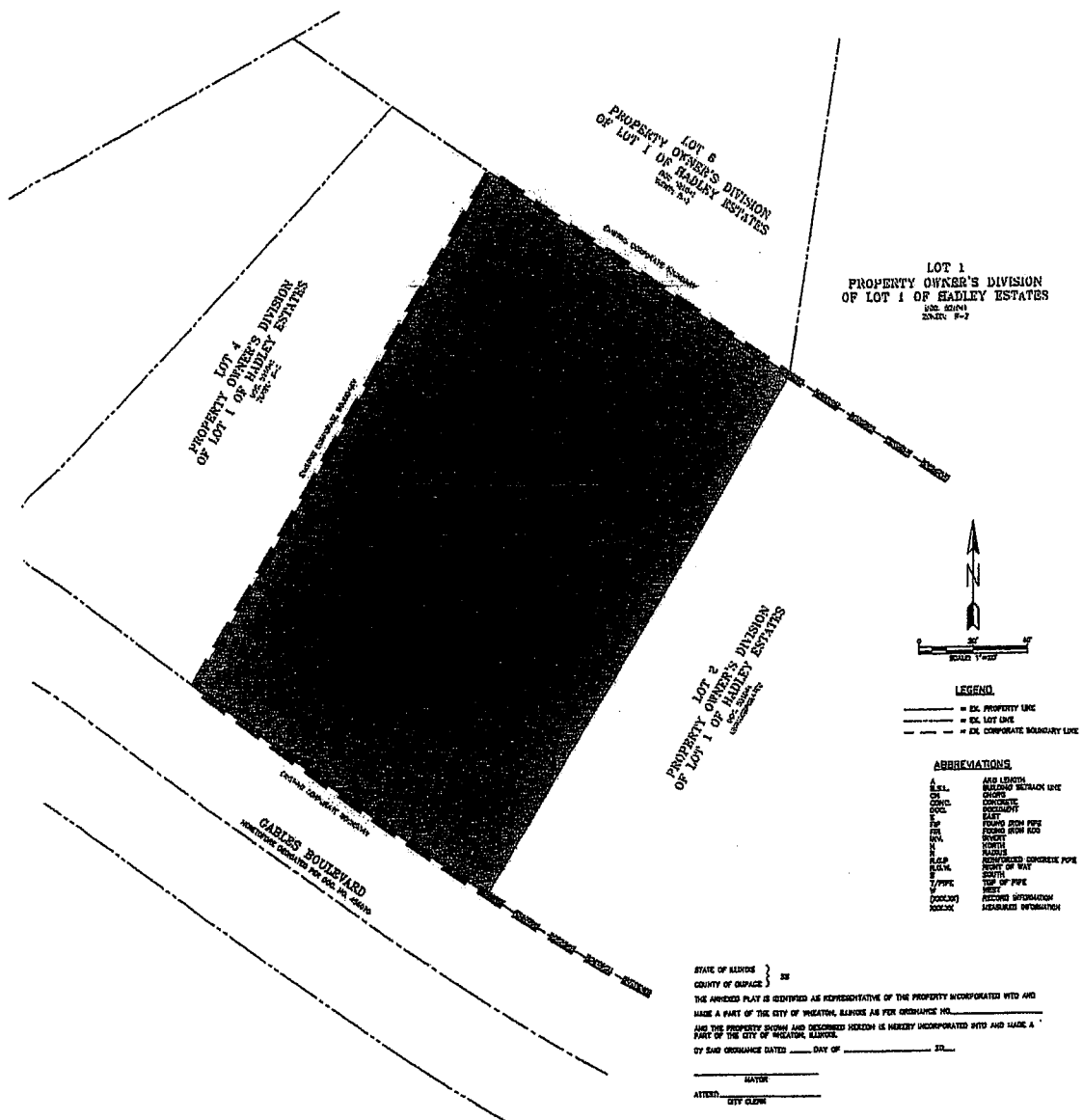
ATTEST:

EXHIBIT A

PLAT OF ANNEXATION



PLAT OF ANNEXAI FOR THE PURPOSE OF ANNEXING TERRITORY TO THE CITY OF WHEATON, ILLINOIS



LEGAL DESCRIPTION.
LOT 3 OF PROPERTY OWNER'S DIVISION OF LOT 1 OF HADLEY ESTATES, BEING A SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF PROPERTY OWNER'S DIVISION, RECORDED MAY 18, 1947 AS DOCUMENT 221041 IN DUPAGE COUNTY, ILLINOIS.

- GENERAL NOTES.**
1. THE BORDERS SHOWN ON THIS PLAT ARE BASED ON THE RANGE STATE PLANS COORDINATE SYSTEM - EAST ZONE (S&M 84).
 2. CHECK LEGAL DESCRIPTION WITH DEED ON TITLE POLICY AND REPORT ANY DISCREPANCY IMMEDIATELY. BOUNDARY LINES AND CORNERS, IF ANY, SHOWN HEREON ARE TO BE SHOWN ON THE RECORDS SUBDIVISION OR AS NOTICED.
 3. ALL AREAS LISTED ARE MORE OR LESS.
 4. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS
THE ABOVE PLAT IS IDENTIFIED AS REPRESENTATIVE OF THE PROPERTY INCORPORATED WITH AND MADE A PART OF THE CITY OF WHEATON, ILLINOIS AS PER ORDINANCE NO. _____ AND THE PROPERTY SHOWN AND DESCRIBED HEREON IS HEREBY INCORPORATED WITH AND MADE A PART OF THE CITY OF WHEATON, ILLINOIS.
BY SAID ORDINANCE DATED _____ DAY OF _____ 20____.
MAYOR _____
CITY CLERK _____

DUPAGE COUNTY RECORDER'S CERTIFICATE.
STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS
THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS AT _____ DAY OF _____ A.D. 20____.
AT _____ O'CLOCK _____ (A.M./P.M.)
BY _____ DUPAGE COUNTY RECORDER OF DEEDS

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS
I BE IT TO CERTIFY THAT I, THOMAS B. MARTINEZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR AND AN OFFICER OF ENGINEERING RESOURCE ASSOCIATES, INC., HAVE PREPARED THIS PLAT FOR THE PURPOSE OF ANNEXING TERRITORY TO THE CITY OF WHEATON, ILLINOIS.
GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____ 20____.
FOR REVIEW ONLY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 033-020762
LICENSE EXPIRES NOVEMBER 30, 2018
DESIGN FIRM PROFESSIONAL LICENSE NO. 184-001189
LICENSE EXPIRES APRIL 30, 2018



EXHIBIT B

BUILDING PLANS

EXHIBIT B

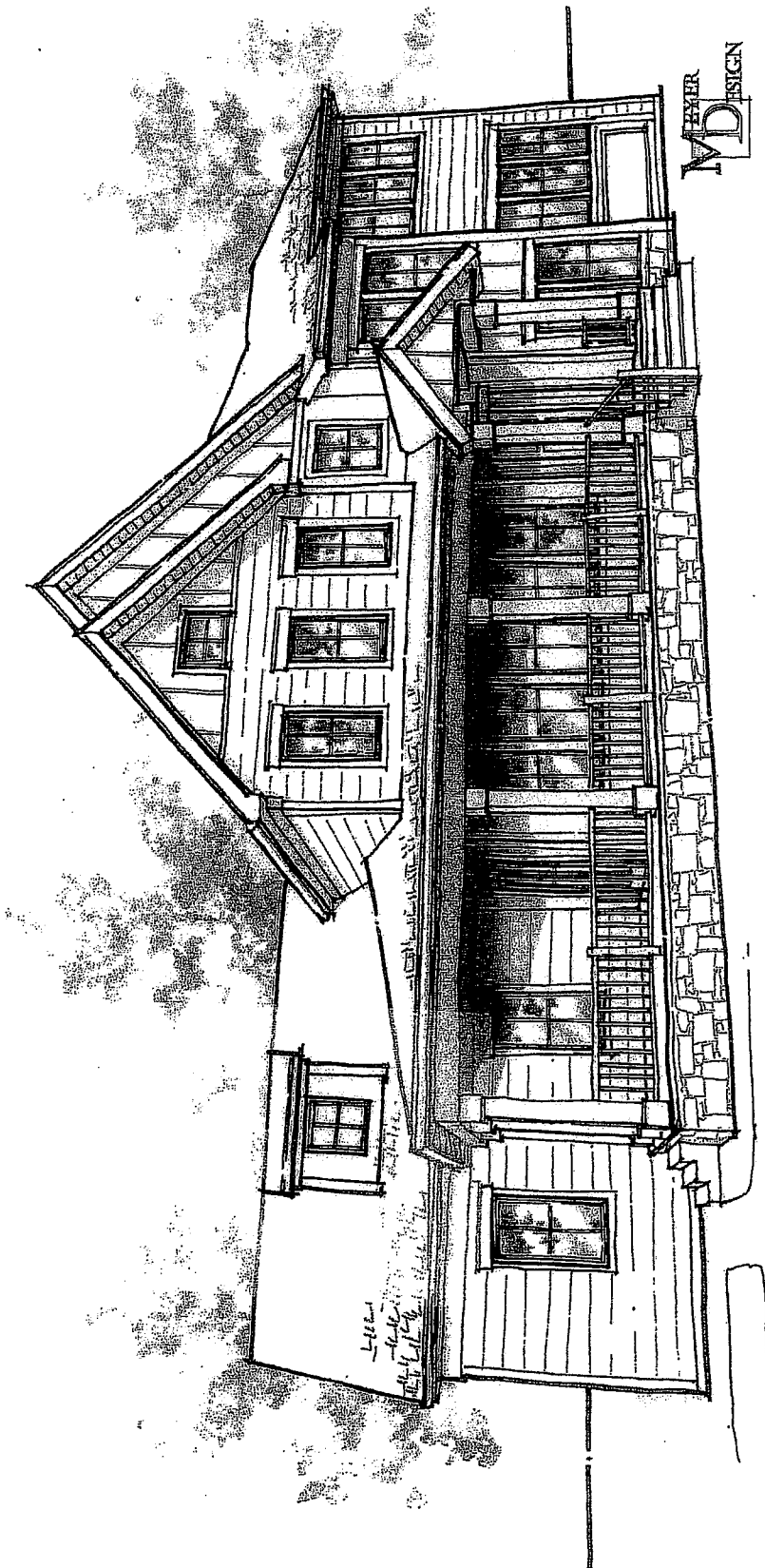


EXHIBIT C

PETITION FOR ANNEXATION

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:

LOT 3 IN PROPERTY OWNER'S DIVISION OF LOT 1 OF HADLEY ESTATES, BEING A SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF PROPERTY OWNER'S DIVISION, RECORDED MAY 15, 1947 AS DOCUMENT 521041 IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-20-400-005
Commonly known as: 1407 S Gables Blvd., Wheaton, Illinois 60189

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: August 3rd 20 18

Owner(s) of record of said property

Name: Joseph Brems and Laura Vozza

Signature: *Joseph Brems*

Address: 1625 N. Claremont, Unit 3, Chicago, Illinois 60647

Tel. No.: 312-221-0379 / 312-320-8812 Fax No.: N/A

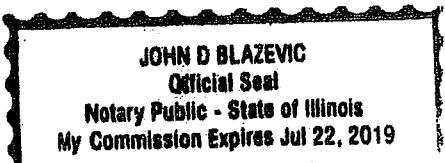
Elector(s) residing on said property

Name: N/A

Name: _____

Subscribed and sworn before me this 3rd day of August 20 18

John D Blazevic
Notary Public



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