

CITY OF LeROY  
ILLINOIS

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ORDINANCE NO. 215

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A PRE-  
ANNEXATION AGREEMENT BETWEEN THE CITY OF LE ROY, ILLINOIS, AND  
LAWRENCE E. MARSH

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ADOPTED BY THE  
CITY COUNCIL  
OF THE  
CITY OF LeROY

THIS 5th DAY OF November, 19 84.

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Published in pamphlet form by authority of the  
City Council of the City of LeRoy, McLean County,  
Illinois, this 5th day of November,  
19 84.

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A PRE-ANNEXATION AGREEMENT BETWEEN THE CITY OF LE ROY, ILLINOIS, AND LAWRENCE E. MARSH.

Whereas, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, have determined that it will be in the best interests of the city and its residents to annex that territory contiguous to the city and known as Parcel "D" as shown on the Lawrence E. Marsh Annexation Plat recorded as Document No. 77-18580 in the Office of the Recorder of Deeds, McLean County, Illinois; and

Whereas, the owner of the property described by the aforesaid Parcel "D" on the aforesaid plat has proposed that a Pre-Annexation Agreement be entered into between himself and the City of LeRoy, Illinois; and

Whereas, Chapter 24, Paragraph 11-15.1-1, et seq., Illinois Revised Statutes, 1983 (as amended), provides for the adoption of a pre-annexation agreement between the owner of property and an Illinois municipal corporation; and

Whereas, in accordance with the requirements of Chapter 24, Paragraph 11-15.1-3, Illinois Revised Statutes, 1983 (as amended), a public hearing was held by the corporate authorities of the City of LeRoy at 7:30 p.m., on June 25, 1984, at the City Hall in LeRoy, Illinois, said hearing being held upon the proposed annexation agreement filed by Lawrence E. Marsh with the city, notice having been given in the LeRoy Journal on June 7, 1984, being not more than 30 days before the aforesaid hearing date and not less than 15 days before the aforesaid public hearing date; and

Whereas, the corporate authorities of the City of LeRoy, after reviewing the proposed agreement, considering all matters submitted and discussed at the public hearing, and finding the proposed Annexation Agreement, as amended, and in the form attached hereto as Exhibit 1 to be in the best interests of the City of LeRoy and of its residents,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of LeRoy, Illinois, in lawful meeting assembled:

Section 1. That the PRE-ANNEXATION AGREEMENT attached hereto as Exhibit 1 is hereby adopted by the City of LeRoy, Illinois, and the Mayor and City Clerk are hereby authorized and directed to execute the original and one copy of the same, and to return an executed copy of the Annexation Agreement to Lawrence E. Marsh.

Section 2. That this ordinance shall be in full force and effect from and after its approval, passage and publication in pamphlet form as provided by law.

PASSED by the Mayor and City Council of the City of LeRoy, Illinois, on the 5th day of November, 1984.

Aldermen elected 6


Aldermen present 6

AYES Michael Hanafin, Gary Bultha, Patrick Derby, David King, Michael Hillard, Jon Winston

NAYS None

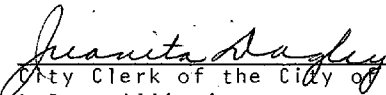
*Janita Bagley*  
City Clerk of the City of  
LeRoy, Illinois

Approved by the Mayor of the City of LeRoy, Illinois, this 5th  
day of November, 1984.

  
\_\_\_\_\_  
Mayor of the City of LeRoy,  
Illinois

Attest:

(seal)

  
\_\_\_\_\_  
City Clerk of the City of  
LeRoy, Illinois

PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement is entered into this 5th day of November, 1984, by and between the CITY OF LEROY, ILLINOIS, a municipality, hereinafter referred to as "City", and LAWRENCE E. MARSH, hereinafter referred to as "Marsh".

WHEREAS, City is a municipality within the meaning of Divisions 7 and 11 of Chapter 24 of the Illinois Revised Statutes and pursuant to Section 11-15.1-1, et seq., of Division 11 of Chapter 24 has the authority to enter into this Pre-Annexation Agreement; and

WHEREAS, Marsh is the record owner of the real estate described as Parcel D in Exhibit "A" attached hereto and made a part hereof and Marsh desires to annex said real estate to the City of LeRoy pursuant to the annexation provisions of Division 7 of Chapter 24 of the Illinois Revised Statutes (1983); provided, however, that the City provide certain zoning for said land and further provided that the City carry out and fulfill certain other obligations; and

WHEREAS, there are advantages to both parties hereto to have said real estate annexed to the City;

THEREFORE, the parties hereto agree as follows:

1. If the premises described as Parcel D in the attached Exhibit "A" are annexed to the City, then Parcel D will immediately be zoned by the City as I-2. The premises described as Parcel C in the attached Exhibit "A" are currently within the boundaries of the City and are zoned, in part, I-2 and in part, C-2. If the premises described as Parcel D in the attached Exhibit "A" are in

Exhibit 1

fact annexed to the City and rezoned I-2, then the City agrees to rezone those portions of Parcel C that are currently C-2 as I-2 so that when said rezoning has been accomplished all of the premises set forth in Parcel C are zoned I-2. Uses presently being made of the subject premises shall be permitted to continue by the City of LeRoy and are hereby deemed, under such circumstances, to fit within the description of legal non-conforming uses as provided for under the zoning code of the City of LeRoy.

2. At the time of the execution of this Pre-Annexation Agreement, the City is in the process of creating a Tax Increment Financing District (hereinafter referred to as "TIFD" or "the District") which will include within its geographical boundaries those premises described as Parcels C and D in Exhibit "A" attached hereto. It is the express intent of both parties to this agreement that the annexation of Parcel "D", and the rezoning of Parcel "C" are expressly contingent upon the creation by the City of the District. In the event that the City fails to create the District, then it is the intention of both parties that the annexation of Parcel "D" together with its attendant rezoning and the rezoning of Parcel "C" shall not go forward. If the City creates the District and the property described as Parcels "C" and "D" in Exhibit "A" are rezoned and thereafter the District created by the City is subsequently successfully challenged in court with the end result being that the District does not come into existence or is dissolved, then the annexation of Parcel "D" and the rezoning of Parcels "C" and "D" shall be null and void and the City agrees that Marsh may petition, without objection, to remove Parcel "D" from the City and rezone Parcels "C" and "D" to their original zoning as it existed prior to the date of this Pre-Annexation Agreement.

3. In the event that the TIFD is challenged in court with Marsh named as a party defendant, the City agrees to pay all of the costs, expenses and legal fees of Marsh in defending himself in said suit and to completely, fully, and totally indemnify him against said fees and expenses and to further fully, totally and completely indemnify him against any judgment that might be entered against him in said suit.

4. In the event said District is created, the City agrees, pursuant to the authority granted to it by Chapter 24, Section 11-74.4-1, et seq., Illinois Revised Statutes 1983 (as amended), to reimburse Marsh, or any developer taking title to all or a portion of the premises described as Parcels "C" or "D" in Exhibit "A" attached hereto, for any and all "redevelopment project costs", as said term is defined in Chapter 24, Section 11-74.4-3(i) of the Illinois Revised Statutes 1983 (as amended), incurred by Marsh or any developer taking title from him when such costs are incurred for a redevelopment project or projects located on the previously described premises ("Parcels 'C' and 'D'"), or when such expenses are incurred in regard to the redevelopment plan for a Tax Increment Finance District in which Parcels "C" or "D", or both, are located, but such reimbursement shall only be out of those funds received by City through a Tax Increment Financing District in which all or any part of Parcels "C" or "D", or both, are located, said funds being attributable to increased (above the "base year") incremental assessments from any taxable real property located on the subject premises, and City shall be obligated to reimburse Marsh or any developer as aforesaid only to the extent of 80% of such funds received through a Tax Increment Financing District. Further, to the extent that additional funds are required in order to reimburse Marsh or any developer for the aforesaid "redevelopment project costs" or expenses in connection

with a redevelopment plan for a Tax Increment Financing District encompassing Parcels "C" or "D", or both, City may reimburse Marsh or any developer, as aforesaid, from additional revenues received by the City, but only to the extent of 80% of any Municipal Retailer's Occupation and/or Use Taxes received by City from any business established or developed upon any part or all of Parcels "C" or "D", or both, on or after the date of adoption of a Tax Increment Financing District in which Parcels "C" or "D", or both, may be located. In addition, such "redevelopment project costs" or expenses in connection with a redevelopment plan as aforesaid shall only be reimbursed by City to Marsh or any developer taking title from him as aforesaid to the extent that such reimbursement is outlined in a Tax Increment Financing District redevelopment plan and budget as set forth in connection with said plan. City shall be obligated to make such reimbursements only for a period of ten (10) years, commencing with the date of this agreement, but City may, in connection with establishment of a Tax Increment Financing District redevelopment plan, or amendment of any existing plan, extend by agreement with Marsh or any developer taking title from him such obligation to pay "redevelopment project costs" or expenses in connection with a redevelopment plan at such time as a redevelopment project is agreed to between the City and Marsh or any developer taking title from him.

5. City acknowledges that it is contemplated at this time by the Mayor and City Council of the City of LeRoy, Illinois, that in connection with a proposed Tax Increment Financing District redevelopment plan which would encompass the previously described Parcels "C" and "D", that City is planning to extend the City sewer system south from the Sewage Treatment Plant under Interstate Route 74 and then in two

segments to be extended first in a westerly direction to a proposed truck stop installation to be located in the southwest area of the I-74/Chestnut Street intersection, and second in a southerly direction along Salt Creek Road adjacent to the east boundary of Golden Eagle Estates Subdivision. At this time it is uncertain as to the date by which any part of such contemplated project may be undertaken and therefore it is uncertain as to the date by which any part of such construction project may be completed. City hereby agrees, in consideration of Marsh's agreement to annex the previously described Parcel "D" to the City of LeRoy, that City shall extend that portion of the previously described sewer expansion construction project south near the east boundary of Golden Eagle Estates Subdivision at such time as funds become available, and after completion of the portions of the previously described sewer expansion necessary to lay the proposed sewer line under I-74 and westerly to a proposed truck stop. The parties hereto agree that it is their understanding that City will not be obligated to undertake the construction of the expansion of the sewer system south along Golden Eagle Estates Subdivision unless sufficient funds are available and until such time as sufficient funds are available, and that if sufficient funds do not become available within ten (10) years from the date of this agreement the City is no longer obligated to undertake such project, but may undertake such project in connection with a Tax Increment Financing District redevelopment plan or redevelopment project, either now proposed or proposed at some time in the future, but only after establishment of an appropriate Tax Increment Financing District redevelopment plan or amendment of an existing plan. Further, by use of the word "sufficient funds" the parties state that it is their



understanding that City is obligated to expend only those funds available to it received from the proposed Tax Increment Financing District which would include Parcels "C" and "D" as previously described, all in connection with a Tax Increment Financing redevelopment plan presently being considered by the City and generally known as "LeRoy 1st Tax Increment Financing Redevelopment Plan". The contemplated sewer expansion along Salt Creek Road in a southerly direction from I-74 would be only to the extent of a force main being built generally the length of the eastern boundary of Golden Eagle Estates Subdivision, to which Marsh may connect a sewer system servicing all or any part of Golden Eagle Estates Subdivision without any tap-on fee, and that said benefit shall be extended to any successor in interest of Marsh but only to the extent that such successor in interest constructs or causes to be constructed all or a substantial part of a sewer system servicing the aforesaid Golden Eagle Estates Subdivision. It is not the intention of the parties hereto that each individual lot owner shall be excused from paying a tap-on fee once any sewer system located in Golden Eagle Estates Subdivision is approved by the City of LeRoy and responsibility for its maintenance and upkeep assumed by the City.

Further, it is the understanding of the parties hereto that no new public development project (such as a water tower, road construction, storm water drain construction or sewer construction, for example) shall be undertaken by City in any area of the City of LeRoy located in the proposed Tax Increment Financing District if such project shall require the direct or indirect use of Tax Increment Financing District revenues until such time as the proposed Salt Creek Road sewer main extension has been completed. It is the intention of the parties that Marsh or his successors in interest, including the present lot owners in Golden Eagle Estates Subdivision, are to be the next beneficiaries after the proposed truck stop of any Tax

Increment Financing District revenues received by the City and that City shall use said funds to install the proposed sewer main extension down Salt Creek Road adjacent to Golden Eagle Estates Subdivision.

IN WITNESS WHEREOF, the parties have executed this Pre-Annexation Agreement the date and year set forth above.

CITY OF LEROY, ILLINOIS

By \_\_\_\_\_  
Its Mayor

ATTEST:

(seal)

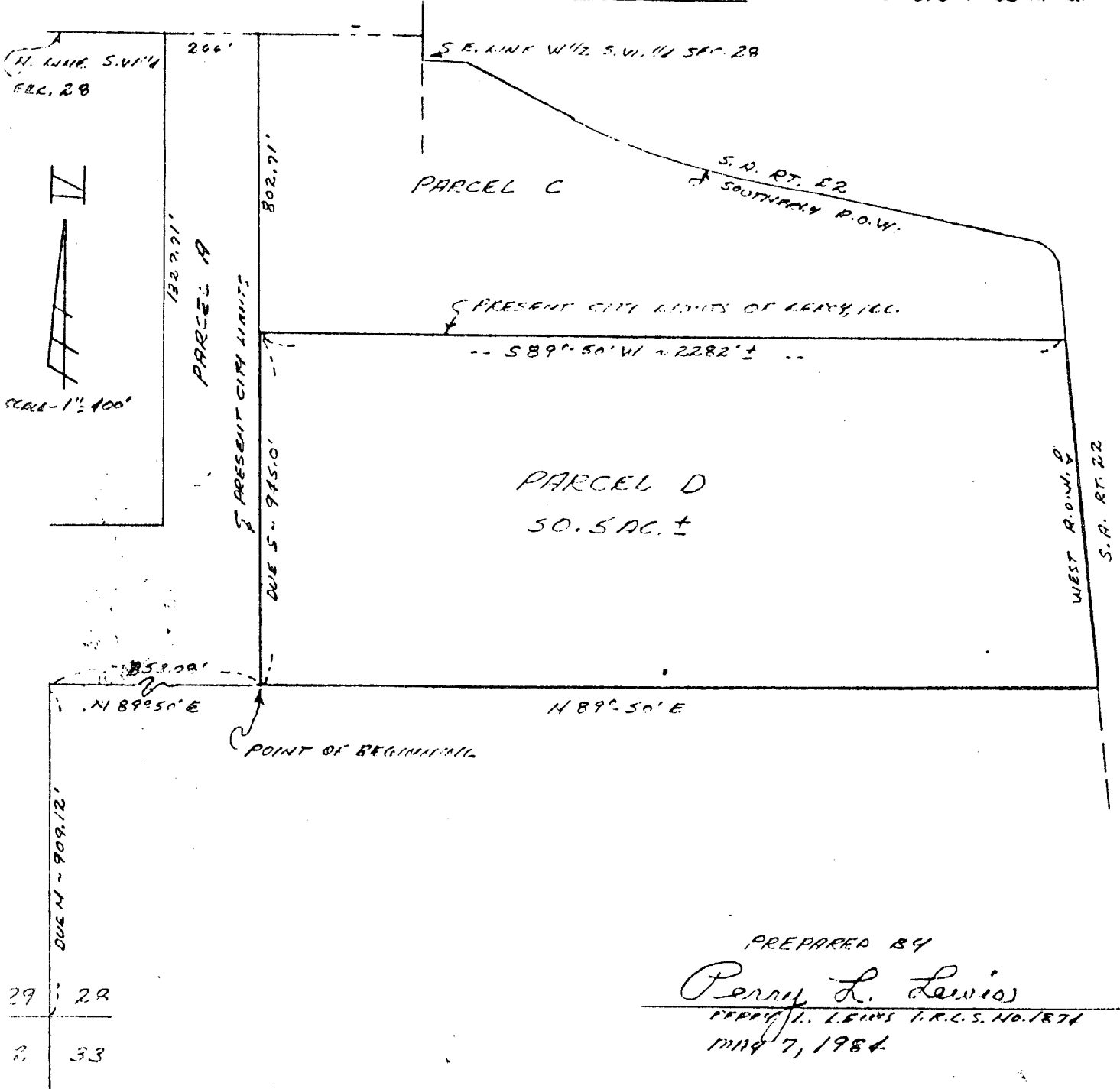
\_\_\_\_\_  
City Clerk of LeRoy, Illinois

LAWRENCE A. MARSH

By \_\_\_\_\_

ANNEXATION PLAT  
DESCRIPTION OF PROPERTY TO BE ANNEXED TO THE  
CITY OF LEAS, ILLINOIS CO., ILL.

THAT PART OF THE SOUTH 1/2 OF SEC. 28, T22N, R4E OF THE 3<sup>RD</sup> P.M. DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE SOUTHWEST CORNER OF THE SAID SEC. 28; THENCE DUE NORTH 909.12 FT.; THENCE  
 N 89° 50' E 852.08 FT. TO THE TRUE POINT OF BEGINNING (SAID POINT BEING ALSO THE SOUTHWEST CORNER OF  
 PARCEL A AS SHOWN ON THE LAUNDRICE MARSH ANNEXATION PLAT RECORDED AS DOC. NO. 77-18580  
 THENCE N 89° 50' E TO THE WEST RIGHT OF WAY LINE OF STATE AID ROUTE 22; THENCE NORTHWESTERLY ON THE  
 SAID WEST RIGHT OF WAY LINE TO THE SOUTHWEST CORNER OF PARCEL C AS SHOWN ON THE ABOVE SAID  
 ANNEXATION PLAT; THENCE S 89° 50' W 2282 FT. MORE OR LESS ON THE SOUTH LINE OF THE SAID  
 PARCEL C TO THE EAST LINE OF THE SAID PARCEL A; THENCE DUE SOUTH 945.0 FT. ON THE EAST  
 LINE OF THE SAID PARCEL A TO THE TRUE POINT OF BEGINNING CONTAINING 50.5 ACRES MORE OR LESS



PREPARED BY  
Perry L. Lewis  
 PERRY L. LEWIS I.R.C.S. NO. 1874  
 MAY 7, 1984

CERTIFICATE

I, Juanita Dagley, certify that I am the duly elected and acting municipal clerk of the City of LeRoy, McLean County, Illinois.

I further certify that on November 5, 19 84, the Corporate Authorities of such municipality passed and approved Ordinance No. 215, entitled:

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A PRE-ANNEXATION AGREEMENT BETWEEN THE CITY OF LE ROY, ILLINOIS, AND LAWRENCE E. MARSH,

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 215, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on November 5, 19 84, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

' Dated at LeRoy, Illinois, this 5th day of November, 19 84.

(seal)

Juanita Dagley  
Municipal Clerk

STATE OF ILLINOIS)

COUNTY OF McLEAN )

) SS

I, Juanita Dagley, do hereby certify that I am the duly qualified and acting City Clerk of the City of LeRoy, McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A PRE-ANNEXATION AGREEMENT BETWEEN THE CITY OF LE ROY, ILLINOIS, AND LAWRENCE E. MARSH.

That said ordinance was adopted by the Mayor and City Council of the City of LeRoy at a regular meeting on the 5th day of November, 1984, and that a faithful record of said ordinance has been made in the record books.

Dated this 5th day of November, 19 84.

Juanita Dagley  
City Clerk

(seal)