

SEP 06 2011

ORDINANCE NO. 2890

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF COLUMBIA, ILLINOIS AND THE IMMACULATE CONCEPTION ROMAN CATHOLIC CHURCH FOR THE ANNEXATION AND ZONING OF A TRACT OF REAL ESTATE COMPRISING 58.63 ACRES, MORE OR LESS, HAVING NO ASSIGNED ADDRESS, WHICH PROPERTY IS LOCATED ON PALMER ROAD IN MONROE COUNTY, ILLINOIS AND BELONGS TO THE IMMACULATE CONCEPTION ROMAN CATHOLIC CHURCH

J. Ronald Colyer
City Clerk

WHEREAS, the City Council as the Corporate Authority (comprised of a Mayor and eight [8] Aldermen) of the City of Columbia, Illinois (the "City") has found and determined and does hereby declare that it is in the welfare and best interests of the City that a certain Annexation Agreement be made and entered into pertaining to a tract of property in Monroe County, Illinois belonging to the Immaculate Conception Roman Catholic Church, comprising 58.63acres, more or less, which tract of real estate is contiguous to the corporate limits of the City and is not situated within the corporate limits of any municipality;

WHEREAS, said written Annexation Agreement has been prepared and a copy of the same is attached hereto;

WHEREAS, the proposed annexation was referred to the City's Planning Commission in accordance with the requirement of Section 17.50.010 of the City's Municipal Code for their investigation: (i) as to the manner in which the proposed location and character of the property sought to be annexed to the City will affect the Comprehensive Community Plan; (ii) for the Plan Commission's recommended zoning classification for the land upon annexation; and, (iii) pre-annexation recommendations of the Plan Commission to be incorporated in the Pre-annexation Agreement and the Plan Commission as of July 25, 2011 has recommended approval of the Annexation Agreement as proposed by the annexation petitioner, including the zoning of the annexation tract as A-1 (Agricultural District) and for the uses and purposes therein authorized;

WHEREAS, the A-1 District Zoning proposed by the Annexation Agreement was referred to the City's Zoning Board of Appeals for public hearing and the Zoning Board's recommendation regarding the zoning and following publication of notice of the hearing as required by law and ordinance a public hearing was conducted by the City's Zoning Board of Appeals on August 3, 2011 and the Zoning Board of Appeals has recommended the requested A-1 Zoned District Classification be granted as requested and as is more particularly set forth in the attached

Annexation Agreement.

WHEREAS, the City Council of the City has reviewed and approved the Annexation Agreement, following a public hearing pertaining thereto which was held before the City's City Council on July 5, 2011 pursuant to publication of proper legal notice thereof, all in accordance with the requirements of Section 11-15.1-3 (PROCEDURE) of Division 15.1 (ANNEXATION AGREEMENTS) of the Illinois Municipal Code, as amended (65 ILCS 5/11-15.1-3);

WHEREAS, there are no electors residing on the Annexation Tract and a Petition for Annexation of the Annexation Tract has been filed with the City Clerk, in due form, and signed by the owner of record of said property requesting that the tract of property be annexed to the City subject to the Annexation Agreement that is authorized by this Ordinance;

WHEREAS, the City's City Council has found and determined and does hereby declare, that the annexation of the subject Annexation Tract to the City on the terms and conditions provided in the Annexation Agreement will further the orderly growth and development of the City, enable the City to control the development of the area, and serve the best interests and welfare of the citizens of the City; and,

WHEREAS, the requirements of Section 11-15.1-3 of Division 15.1 (ANNEXATION AGREEMENTS) of the Illinois Municipal Code (65 ILCS 5/11-15.1-3) having been fully complied with regarding making and entering into annexation agreements for the annexation of real estate to municipalities in the State of Illinois and it is necessary and appropriate that the City enact this Ordinance to authorize and approve the Annexation Agreement and authorize the Mayor to make and enter into the Annexation Agreement for and on behalf of the City.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The Mayor is hereby authorized and directed to execute and deliver the Annexation Agreement for and on behalf of the City, in the form attached hereto, which agreement is hereby approved as to form, in as many counterparts as the Mayor shall determine; and, the City Clerk is hereby authorized and directed to attest the same and affix thereto the Corporate Seal of the City.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

Section 4. The City Clerk or his designee is authorized and directed to record in the office of the Recorder of Deeds in and for Monroe County, Illinois, a copy of the fully executed Annexation Agreement, with a certified true copy of this Ordinance attached thereto.

Alderman Roessler moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Reis, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Agne, Niemietz, Roessler, Huch, Mathews,

Piazza and Reis.

NAYS: None.

ABSENT: None.

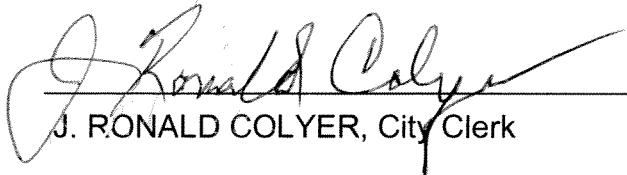
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 6th day of September, 2011.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

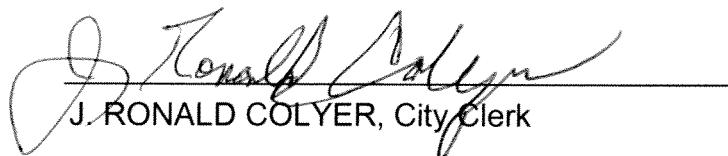
I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois, and as such I am the keeper of the books, records, file and corporate seal of said City.

I further certify that Ordinance No. 2890 entitled:

"AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF COLUMBIA, ILLINOIS AND THE IMMACULATE CONCEPTION ROMAN CATHOLIC CHURCH FOR THE ANNEXATION AND ZONING OF A TRACT OF REAL ESTATE COMPRISING 58.63 ACRES, MORE OR LESS, HAVING NO ASSIGNED ADDRESS, WHICH PROPERTY IS LOCATED ON PALMER ROAD IN MONROE COUNTY, ILLINOIS AND BELONGS TO THE IMMACULATE CONCEPTION ROMAN CATHOLIC CHURCH."

to which this Certificate is attached, is a true, perfect, complete and correct copy of said Ordinance as enacted at a regular meeting of the City Council held on the 6th day of September, 2011, and as appears of record in the files and records of the City.

IN WITNESS WHEREOF, I have signed, sealed and delivered this Certificate for the uses and purposes hereinabove set forth this 6th day of September, 2011.



J. RONALD COLYER, City Clerk

(SEAL)

**ANNEXATION AGREEMENT FOR THE ANNEXATION
OF 58.63 ACRES, MORE OR LESS, OF REAL ESTATE
OWNED BY THE IMMACULATE CONCEPTION ROMAN
CATHOLIC CHURCH OF COLUMBIA, ILLINOIS, TO
THE CITY OF COLUMBIA, ILLINOIS**

THIS AGREEMENT is made and entered into this 6th day of September, 2011, by and between the CITY OF COLUMBIA, a municipal corporation located in the Counties of Monroe and St. Clair in the State of Illinois, organized and existing under and by virtue of the laws or the State of Illinois, (hereinafter referred to as the "CITY") by and through its Mayor and Board of Alderman (hereinafter referred to as the "Corporate Authorities"), as the Party of the First Part, and the IMMACULATE CONCEPTION ROMAN CATHOLIC CHURCH OF COLUMBIA, ILLINOIS, religious corporation, WITNESSETH:

WHEREAS, the CHURCH is the sole owner of record of 58.63 acres, more or less, of real estate, which is not situated within the corporate limits of any municipality, which boundaries are contiguous to the corporate limits of the CITY, and said property being more particularly hereinafter described on "Exhibit A" attached hereto and hereby made a part hereof. (Said property being hereinafter referred to as "Annexation Tract"); and

WHEREAS, the subject Annexation Tract is unimproved and there are no electors residing thereon; and

WHEREAS, the Annexation Petitioner is requesting that the Annexation Tract be annexed to the CITY upon the terms and conditions herein set forth; and

WHEREAS, the Corporate Authorities of the CITY, after due and careful consideration, have found and determined, and do hereby declare, that the annexation of the Annexation Tract to the CITY on the terms and conditions herein set forth and provided for, will further the orderly growth of the CITY, will enable the CITY to control the development of the area and will serve the welfare and best interest of the residents of the CITY.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements herein contained, it is mutually agreed by and between the parties hereto as follows:

(1) Annexation and Zoning of the Annexation Tract. At a regular or special meeting of the CITY Council occurring on or after the meeting where the ordinance authorizing this Annexation Agreement is enacted, the CITY Council will enact an ordinance annexing the Annexation Tract to the CITY. The Annexation Ordinance, together with an accurate map of the Annexation Tract, will be recorded in the offices of the Recorder of Deeds of Monroe and St. Clair Counties, Illinois, and filed in the Office of the Clerk of the Monroe County, Illinois, in accordance with requirements of Sections 5/7-1-8 and 5/7-1-40 of the Illinois Municipal Code (65 ILCS 5/7-1-8 and 5/7-1-40). As soon as practicable after the enactment of the Annexation Ordinance for the annexation of the Annexation Tract to the CITY, the Annexation Petitioner shall apply for the annexation tract to be zoned "A-1" (Agricultural District) for the uses and purposes therein authorized.

(2) Plan Approval. Attached hereto as Exhibit "B" is a complete set of plans for the development of the CHURCH property including site plans, improvement plans, building plans and EPA Permits. The City will review all of the plans by the time that the Annexation Agreement is approved and will issue a building permit if all applicable City Codes have been met.

(3) Subdivision Requirements. As long as the CHURCH complies with the requirements contained in this Agreement, the CHURCH will not be required to comply with any CITY Subdivision requirements that are waived pursuant to this agreement; however, the CHURCH will comply with all state statutes or regulations. At this time, a subdivision plat is not required. However, if the property is subdivided in the future, the City's subdivision procedures will be followed.

(4) Private Road into the Annexation Property. The CHURCH property will have a private road over a 50 foot easement from Quarry Road to the CHURCH property. Said private road will have a 24 feet wide oil and chip surface for travel with 5 foot earthen surface. In addition, the CHURCH will provide a left-turn lane off of the private road onto Quarry Road, with said turn lane being a distance of approximately one hundred thirty (130) feet. The initial 130 feet of the private road off of Quarry Road shall have an improved surface of 3 inches of asphalt in lieu of oil and chip. When additional development occurs on the Annexation Tract, a traffic study will be performed to determine if a left turn lane is necessary on Quarry Road with said traffic study to be paid by the Annexation Tract owner. If the traffic study determines that said left turn lane is necessary, the Annexation Tract owner shall construct the left turn lane at owner's expense prior to opening new development. Said private road crosses properties owned by Norman Schaefer and Edward Schaefer, and the CITY will not require that their property be annexed into the CITY.

(5) Parking Lot. The parking lot for the CHURCH is proposed to be oil and chip, except that the main driveway into the CHURCH and the handicapped parking lot in front of the CHURCH will be paved as shown on the attached Exhibit "B". The CHURCH will submit all required applications for a variance under the zoning code for the oil and chip parking lot, and the CITY will cooperate in good faith with the CHURCH in its efforts to get said variance.

(6) Detention. The CHURCH will provide for a storm water control detention pond which will meet City Stormwater Management regulations, as shown on the attached Exhibit "B".

(7) Signage. The CHURCH will have the right to erect signs on the property at a size allowed per the City's Sign Code.. Signage would be at the entrance and near or on the buildings, future athletic fields, parking areas, etc., if they meet the City's Sign Code or appropriate variances are approved by the Street Graphics Committee and the City Council.

(8) Water and Utility Service. The CHURCH shall be entitled to tap in to the existing sewer and water connection for services to the building being contemplated to be built on the Annexation Property. The CITY will waive the customary connection fees (sometimes referred to as "tap-in fees") and surcharges to connect to the sanitary sewer and water services to the CITY's water and sewer mains; however, the CHURCH will be responsible for paying any recoupment fee that may be required for the property.

(9) Annexation Expenses. The CITY shall pay all of the legal and engineering expense incurred by the CITY in the annexation and zoning of the Annexation Tract. The CHURCH will pay for all other expenses including the costs incurred in preparing the Annexation Plat that is required to be recorded with the Annexation Ordinance in the Office of the County Recorder in Monroe County, Illinois, and which is also required to be filed in the Office of the Clerk of Monroe County, Illinois. The CHURCH will pay for any fees associated with publishing any notices required under this Agreement.

(10) Effective Term. This Agreement shall be effective for a term of twenty (20) years from the date of this execution.

(11) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, successor owners of record of the subject property and all parts thereof,

their legal representatives, successors, lessees and assigns, and upon any successor municipalities. Nothing herein shall prevent the conveyance or sale of the Annexation Tract or portions thereof, except that such sale shall be subject to the provisions of this Annexation Agreement and to the Zoning Code and other codes and ordinances of the CITY, and the new owners shall be both benefited and bound by the terms, conditions and restrictions contained in this Annexation Agreement. In the event the CHURCH sells any of the Annexation Plat to a private developer, said developer will have to follow all of the CITY codes and will not be allowed to use the private road described in Paragraph (4) herein without the specific written approval of the CITY.

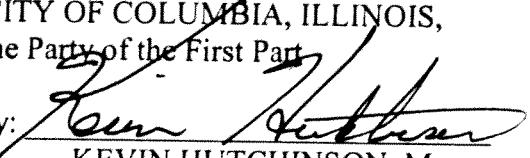
(12) Enforcement. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties hereto by an appropriate action at law or in equity to secure performance of the covenants hereof in accordance with the provisions of Section 11-15.1-4 of the Illinois Municipal Code (65 ILCS 5/11-15.1-4). In the event there is a breach of or a default under this Agreement by one of the parties hereto and it thereby becomes necessary for another party hereto adversely affected thereby to retain the services of an attorney to enforce the Agreement, then and in that event the losing party to such controversy or litigation shall be required to pay the other party's reasonable attorneys' fees, court costs and other expenses incurred in enforcing this Agreement.

(13) Severability. In the event any provision of this Annexation Agreement shall be declared invalid by a court of competent jurisdiction, the invalidity of said provision will not effect the validity of the other provisions of this Agreement.

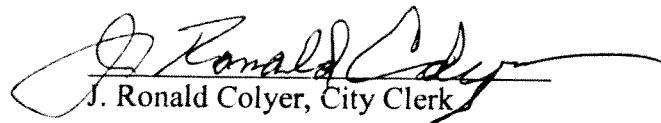
(14) Amendments. This Annexation Agreement may be amended by written mutual agreement of the parties hereto and pursuant to a CITY ordinance duly enacted following a

public hearing and publication of the notice of hearing, as provided by Section 11-15.1-3 of the Illinois Municipal Code (65 ILCS 5/11-15.1-3).

IN WITNESS WHEREOF, the parties hereto have made and entered into this Agreement on the date first above written.

CITY OF COLUMBIA, ILLINOIS,
the Party of the First Part
by: 
KEVIN HUTCHINSON, Mayor

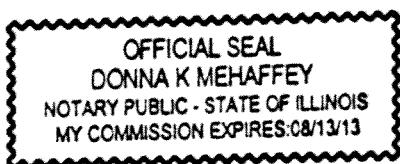
ATTEST:


J. Ronald Colyer, City Clerk

STATE OF ILLINOIS)
)
COUNTY OF MONROE) SS

The undersigned, a Notary Public, in and for the County, in the State aforesaid, hereby certifies that KEVIN HUTCHINSON and J. Ronald Colyer, personally known to me and known to me to be the Mayor and the City Clerk, respectively, of the City of Columbia, Monroe County, Illinois, in the above Agreement referred to as Party of the First Part, appeared before me, in person, this date, and acknowledged that they signed and delivered the above and foregoing document pursuant to an ordinance of the City of Columbia, Illinois, duly enacted, as their free and voluntary act and deed as the free and voluntary act and deed of the City of Columbia, Illinois, a Municipal Corporation, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 6th day of September, 2011.


NOTARY PUBLIC

IMMACULATE CONCEPTION ROMAN
CATHOLIC CHURCH OF COLUMBIA,
ILLINOIS, a religious corporation, the Party
of the Second Part

BY: _____

ATTEST:

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

The undersigned, a Notary Public, in and for the County, in the State aforesaid, hereby certifies that _____ and _____, personally known to me to be the President and Secretary, respectively, of the IMMACULATE CONCEPTION ROMAN CATHOLIC CHURCH OF COLUMBIA, ILLINOIS, a religious corporation, and known to me to be the same persons whose names are subscribed to the above and foregoing document, appeared before me, in person, this date, and acknowledged that they signed and delivered the above and foregoing document as their free and voluntary act and deed and as the free and voluntary act and deed of such religious corporation, pursuant to enabling resolution of said church duly enacted, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this _____ day of _____, 2011.

NOTARY PUBLIC

THIS DOCUMENT PREPARED BY:

ARLIE E. TRAUGHER #02852543
TRAUGHER & MORRIS, LTD.
ATTORNEYS AT LAW
217 S. MAIN STREET
P. O. BOX 587
COLUMBIA, IL 62236
TELEPHONE: 618/281-7614