

Legal Notice of Public Hearing on Potential Annexation Agreement and/or Pre-Annexation Agreement and Related Matters

PUBLIC NOTICE is hereby provided that as part of the regular City Council Meeting of the City of La Salle, which commences at 7:00 p.m. on Tuesday, April 21, 2015, at La Salle City Hall, 745 Second Street, La Salle, Illinois, a public hearing will be held by the City Council of the City of La Salle for the purpose of considering and hearing testimony as to ordinances and consideration of potential ordinances regarding the potential authorization of an annexation agreement and/or pre-annexation agreement and further in connection with consideration of potential annexation agreement and/or eventual potential annexation of certain premises to the City of La Salle, Illinois and related matters concerning the following respective premises owned by the following respective owner and the respective request presently under consideration of the respective owner as follows:

- A. The petition and request of Chicago Title Land Trust Company, successor to Harris Trust & Savings Bank as Trustee also by and through Jerry Styrzula, the sole beneficiary of said Trust and by Jerry Styrzula individually for annexation and consideration and approval of potential annexation agreement regarding premises commonly known as including 232 La Salle Road, La Salle, Illinois which premises are more particularly described as follows:

Lots Three (3) and Four (4) in Truckomatic Commercial Subdivision, a Subdivision of Part of the Northeast Quarter of Section 4, Township 33 North, Range 1 East of the Third Principal Meridian, as delineated on a plat of subdivision recorded April 19, 1971 as Document #568747 and re-recorded July 1, 1971 as Document #570861, in La Salle County Illinois; which premises to be annexed shall also include any adjacent roadways pursuant to law. Said premises also being referenced by La Salle County PIN #17-04-211-001 and #17-04-211-002.

That accurate maps of the subject parcels to be proposed to be the subject of an annexation agreement and/or pre-annexation agreement and further proposed to be subject to potential eventual annexation are on file with the City Clerk of the City of La Salle, Illinois.

You are further notified that any proposed annexation agreement and/or pre-annexation agreement may be changed, altered, modified, amended or redrafted in its entirety prior to and/or after the public hearing.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard, which public hearing shall be conducted in accord with the law applicable in such circumstance.

City of La Salle, Illinois
By: Carrie Brown, City Clerk

ORDINANCE NUMBER _____

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION
OF AN ANNEXATION AGREEMENT
BETWEEN THE CITY OF LASALLE and
CHICAGO TITLE LAND TRUST COMPANY,
Successor to HARRIS TRUST & SAVINGS BANK
as Trustee, Under Trust HTS-5091 dated March 9, 2004
and JERRY STYRCZULA, the Sole Beneficiary of Said Trust**

WHEREAS, the City of LaSalle deems it to be appropriate in furtherance of its corporate powers and in the best interests of the City of LaSalle that a certain annexation agreement be entered into between the City of LaSalle and Chicago Title Land Trust Company, Successor to Harris Trust & Savings Bank as Trustee, Under Trust HTS-5091 Dated March 9, 2004 and Jerry Styrczula, the sole beneficiary of said Trust, which proposed annexation agreement is attached hereto and made a part hereof as Exhibit "A"; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LASALLE, LASALLE COUNTY, ILLINOIS AS FOLLOWS:

Section 1: That the above referred to recitals are hereby made a part and portion of the ordained portion of this Ordinance.

Section 2: That a public hearing was held regarding annexation and the potential annexation agreement by and between the City of LaSalle and Chicago Title Land Trust Company, Successor to Harris Trust & Savings Bank as Trustee, Under Trust HTS-5091 Dated March 9, 2004 and Jerry Styrczula, the Sole Beneficiary of said Trust, on the 21st day of April, 2015.

Section 3: That the annexation agreement by and between the City of LaSalle and Chicago Title Land Trust Company, Successor to Harris Trust & Savings Bank as Trustee, Under Trust HTS-5091 Dated March 9, 2004 and Jerry Styrczula, the Sole Beneficiary of said Trust, is attached hereto and made a part hereof as Exhibit "A", is hereby approved, subject only to such modifications as may be approved jointly as between the Mayor and the Director of Economic Development of the City of LaSalle.

Section 4: That the Mayor, the City Clerk and such other City Officials as are necessary and appropriate in the circumstances, are hereby authorized and empowered to do and perform such reasonable and appropriate acts as are necessary and appropriate in order to carry out and effectuate the intent and purpose of this Ordinance.

Section 5: That this Ordinance shall be in full force and affect from and after its passage, approval and publication according to law.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of LaSalle, LaSalle County, Illinois, held on the ____ day of April, 2015, by a roll call vote, with:

MAYOR AND ALDERMEN	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
James Demes			
James W. Bacidore			
Tom Ptak			
Jerry Reynolds			
John Lavieri			
John S. Duncan, III			
Therold Herndon			
Mark Schneider			
Jeff Grove, Mayor			

APPROVED: _____, Dated ___/___/2015
Mayor

ATTEST: _____, Dated ___/___/2015
City Clerk, City of LaSalle

Annexation Agreement

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this ____ day of _____, 2015, by and between THE CITY OF LASALLE, an Illinois Municipal Corporation, located in LaSalle County, Illinois (hereinafter "City") and CHICAGO TITLE LAND TRUST COMPANY, Successor to HARRIS TRUST & SAVINGS BANK as Trustee, Under Trust HTS-5091 dated March 9, 2004 and JERRY STYRCZULA, the sole beneficiary of said Trust (hereinafter referred to as "Owners") WITNESSETH:

WHEREAS, "Owners" are the owner of record of the real estate described on attached Exhibit "A", which is hereby made a part hereof commonly known collectively as 232 LaSalle Road within LaSalle County, Illinois; and

WHEREAS, the "Owners" Property is contiguous to the City and not within the corporate limits of any municipality as provided for in 65 ILCS 5/7-1-1 et seq.; and

WHEREAS, no electors reside on the "Owners" Property; and

WHEREAS, "Owners" desire that the property be annexed to the City and the City desires to annex the property to the City on the terms and conditions of this Agreement, and pursuant to the provisions of 65 ILCS 5/11-15.1-1 et seq.; and

WHEREAS, the "Owners" Property is currently zoned B-2 General Business District under the zoning ordinance of the County of LaSalle and "Owners" maintain that the most appropriate zoning classification for the property upon annexation to the City is M-1 Light Industrial District, which premises are presently being used for light industry; and

WHEREAS, the City has agreed to take the appropriate steps to process potential annexation of the "Owners" Property to the City; and

WHEREAS, the City agrees to cooperate to the extent legally possible in the "Owners" effort to rezone the premises to be that of M-1, Light Industrial, subject to the lawful requirements including, but not limited to, a hearing before the City of LaSalle Planning Commission; and

WHEREAS, "Owners" have filed with the City Clerk a duly executed and proper Petition for Annexation of the "Owners" Property (hereinafter "Annexation Petition") pursuant to 65 ILCS 5/7-1-8, executed by "Owners" authorized representative, which Annexation Petition is contingent upon approval and execution of this Annexation Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The parties hereby acknowledge and agree that the statements and representations contained in the foregoing recitals are true and correct and agree to incorporate such recitals into this Agreement as if fully set forth in this Paragraph 1.

2. Annexation of the Property. The corporate authorities upon adoption of this Annexation Agreement agree to take the appropriate steps to endeavor to annex the "Owners" property to the City and the City agrees to take such other action, including the enactment of regulations and ordinances, as may be necessary to carry out the terms and conditions of this Annexation Agreement. All ordinances, affidavits and other documents necessary to accomplish the annexation shall be recorded at the expense of the City.

3. Zoning of the Property. "Owners" agree to seek and the "City" agrees to cooperate to the extent legally possible in "Owners" effort to rezone the premises to be that of M-1, Light Industrial, subject to the lawful requirements including, but not limited to, a hearing before the City of LaSalle Planning Commission and with it being understood that any such potential rezoning shall be subject to the following: (a) That it be agreed by "Owners" that the premises shall not be allowed to be used for R-4, Multiple Family Housing, by said rezoning; and (b) That the presently

contemplated planned use on the premises is to be a combination of a commercial and light industrial use such as would accommodate and allow uses and activities, including the sale, rental and repair of trucks and trailers and additionally accommodate and allow the outside storage of trucks and trailers, and the same would be intended to be permitted and allowed by said rezoning for use of the current "Owners" and their successors, heirs and assigns until the development of the premises for any other lawful commercial and/or industrial use. If necessary, the "City" agrees to make every reasonable effort to make such amendments and changes to the zoning ordinance as will accommodate and allow the same.

4. Refund of Real Estate Taxes. (A) That from the time of annexation of the subject premises, the "City" agrees to rebate the "City" portion of real estate taxes (City of LaSalle, Police Pension, LaSalle Library and Social Security) that would otherwise be due on the premises hereby annexed until the first of the following events: (a) The "City" extends water and sanitary sewer from its current location on Chartres Street in LaSalle to at least as far West as the location of the present manhole on the "owners" premises; or (b) until the development of any portion of the premises shall be made by any party for any use other than the present planned contemplated use on any portion of the subject premises; or (c) until the premises shall be transferred to a party independent of "Owners" which for purposes of this agreement shall include transfer to a different owner of beneficial interest in the Chicago Title Land Trust Company Trust than presently exists. Transfer to a different owner and/or a different owner of beneficial interest in the premises does not include a transfer to a family trust, to a family limited partnership, and/or direct transfer to a family member [for purposes of this agreement, a family member shall be defined as a spouse, child(ren), or grandchild(ren)]. Additionally, in the event of a transfer of less than fifty percent (50%) interest to such an independent party, then the real estate tax reimbursement shall continue during the term of this agreement as to the portion retained by the "Owners" and/or family member of the "Owners" provided that paragraphs (a) or (b) above are not applicable. (B) That it has additionally recently come to the

attention of the parties that the City of Peru is presently collecting real estate taxes on the subject premises. The parties agree to cooperate with each other in every reasonable manner possible in order that the charging and billing for real estate taxes to the subject property by the City of Peru ceases prospectively. That additionally, the City of LaSalle agrees to reimburse Owners in regard to any real estate taxes assessed by the City of Peru regarding the subject premises as to any future years subsequent to this year of annexation to the extent taxes are lawfully due, which would be strongly disputed, especially in the event of annexation of the premises to LaSalle. It is also understood amongst the parties that in no event hereunder shall Owners be ultimately responsible for paying real estate taxes to two different municipalities for any given tax year.

5. Additional Provisions Regarding Certain Utilities. (a) That within one (1) year from "Owners" providing documentary evidence to the "City" that the "Owners" or a third party are undertaking specific development of the premises for a specific development and use of the premises for a specific commercial and/or industrial development, the "City" agrees to extend, at its own cost, water and sanitary sewer from its current location on Chartres Street in LaSalle to at least as far West as the location of the present manhole on the "Owners" premises. It is presently contemplated amongst the parties that said documentary evidence that should be acceptable would include written confirmation and assurance as to the specific improvements to be made including, but not limited to, removal of the existing structure, and confirmation of proposed plans regarding the structure and appurtenances to be built in a manner consistent with the City Ordinances which implement the 2003 International Building Code and the 2003 Property Maintenance Code, which will further include confirmation as to the plan and time table regarding demolition, erection of new structure, the nature of fencing to be provided, the type of surface contemplated (asphalt grindings if properly applied are contemplated to be acceptable for portions of the parking lot), the lighting, and the timing and construction of all of the same. (b) That additionally, in the event that Owners have a

reasonable need for water and sewer prior to such time as the City of LaSalle makes water and sanitary sewer available to at least as far West as the location of the present manhole on the "Owners" premises, and in the further event during said time that Owners are not able to obtain after a reasonable effort water and sewer services from the City of Peru, then the City of LaSalle agrees to supply the means on a temporary basis for water to be supplied to the subject premises and to additionally assist and provide for the means on a temporary basis to dispose of sewage waste. This provision regarding the City of LaSalle providing such temporary services shall only be provided however following a reasonable good faith effort by Owners to obtain such services from the City of Peru. Owners reasonable, good faith effort shall include submitting any permit applications required by ordinance regarding obtaining temporary service from the City of Peru and to further comply with other provisions of Peru Ordinances regarding obtaining service. However, in the event service should be denied by Peru, then in regard to any appeal process, while Owners shall cooperate in regard to signing of appropriate documents, the City of LaSalle, should it desire the appeal process to proceed shall be responsible for preparation of the appeal documents and additionally for the providing of any legal services in pursuit of the appeal, the choice of attorney in connection therewith in that event shall also be with the City of LaSalle. It is further understood that in the event that any legal action should be necessary in regard to the obtaining of said temporary services, that in that event, Owner shall cooperate in regard to any such legal action, but the City of LaSalle shall be responsible for the legal costs in regard to such action with the choice of counsel being up to the City of LaSalle. Owners would be responsible for the cost of any attorneys fees in the event Owner desires to have its own counsel monitor the proceedings in the unlikely event that such an action should be pursued.

6. Cost. The "City" agrees to pay any costs associated with the preparation of its Annexation Plat.

7. Inurement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns.

8. Descriptive Headings. The descriptive headings used and inserted in this Agreement are for convenience, only, and shall not be deemed to affect the meaning or construction of any provisions of this Agreement.

9. Amendments. This Agreement may only be amended or modified by a written instrument executed by each party hereto.

10. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it, and supersedes all prior agreements, representations and understandings of the parties.

12. Life of Agreement That this Agreement shall be in full force and effect for a period of twenty (20) years from the date of the execution of this Agreement.

13. Notices or other writing 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 registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Owners:

Transport Equipment, Inc.
Attn: Mr. Jerry Styrzula
18126 NW Frontage Road
Shorewood, IL 60404

with a copy to:

George C. Moravcik
Attorney-at-Law
Post Office Box 1103
St. Charles, IL 60174-7103

If to the City:

City of LaSalle, Illinois
Attn: City Clerk
745 Second Street
LaSalle, IL 61301

with a copy to the City Attorney for the City of LaSalle as disclosed on the City of LaSalle website: www.lasalle-il.gov.

14. Inducements. Both of the parties hereto are relying on the covenants, provisions and representations contained herein by each and both of the respective parties and the assurances by each of the parties hereto as part of the parties basis in regard to future plans of both the owners and the City.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed by its duly authorized agents sand officer, all on the date and year first above written.

CHICAGO TITLE LAND TRUST
COMPANY, Successor to HARRIS TRUST
& SAVINGS BANK as Trustee, Under Trust
HTS-5091 dated March 9, 2004

By: _____
Its Authorized Agent

By: _____
Jerry Styrczyla

THE CITY OF LASALLE,
an Illinois Municipal Corporation,

By: _____
Mayor Jeff Grove

ATTEST:

By: _____
City Clerk Carrie Brown

Exhibit "A"

Lots Three (3) and Four (4) in Truckomatic Commercial Subdivision, a Subdivision of Part of the Northeast Quarter of Section 4, Township 33 North, Range 1 East of the Third Principal Meridian, as delineated on a plat of subdivision recorded April 19, 1971 as Document #568747 and re-recorded July 1, 1971 as Document #570861, in LaSalle County, Illinois.

PIN: 17-04-211-001

PIN: 17-04-211-002

SCHWEICKERT & GANASSIN, LLP

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OTTAWA
(815) 431-0911

MORRIS
(815) 942-5460

April 20, 2015

City of LaSalle Plan Commission

Under Title III, Chapter 32, Section 32.044 of the City of LaSalle Code of Ordinances and 65 ILCS 5/11-12-5, the Plan Commission shall have the power and duty to prepare and recommend to the Council a comprehensive plan for the present and future development or redevelopment of the City. The Plan Commission shall implement this plan by, among other things, designating land suitable for annexation to the municipality and giving aid to the municipal officials to promote the realization of the official comprehensive plan." §32.044(D); 65 ILCS 5/11-12-5 (4).

The proposed annexation does not promote the City of LaSalle's Comprehensive Plan (April 16, 2014) that this Planning Commission recommended to the LaSalle City Council, as shown by the Citywide Vision Map (pp. 88-89) or Proposed Land Use Map (pp. 92-93). Further, the proposed annexation is not located within the City's "Community Core" and, thus, does not fall within the Commission's top priority of revitalizing the community core. In fact, the location of the proposed annexation does not fall within any of the three "themes" recommended by the Plan Commission. (See Plan Recommendations & Implementations Strategies (See "Planning Themes Map" on pp. 100-101; see also "Implementation" on pp. 159-163).

Moreover, the proposed annexation will cost the City hundreds of thousands of dollars to extend City utilities and will not significantly contribute to the growth of the City because the property is essentially landlocked by other parcels that are extraterritorial to the City of LaSalle.

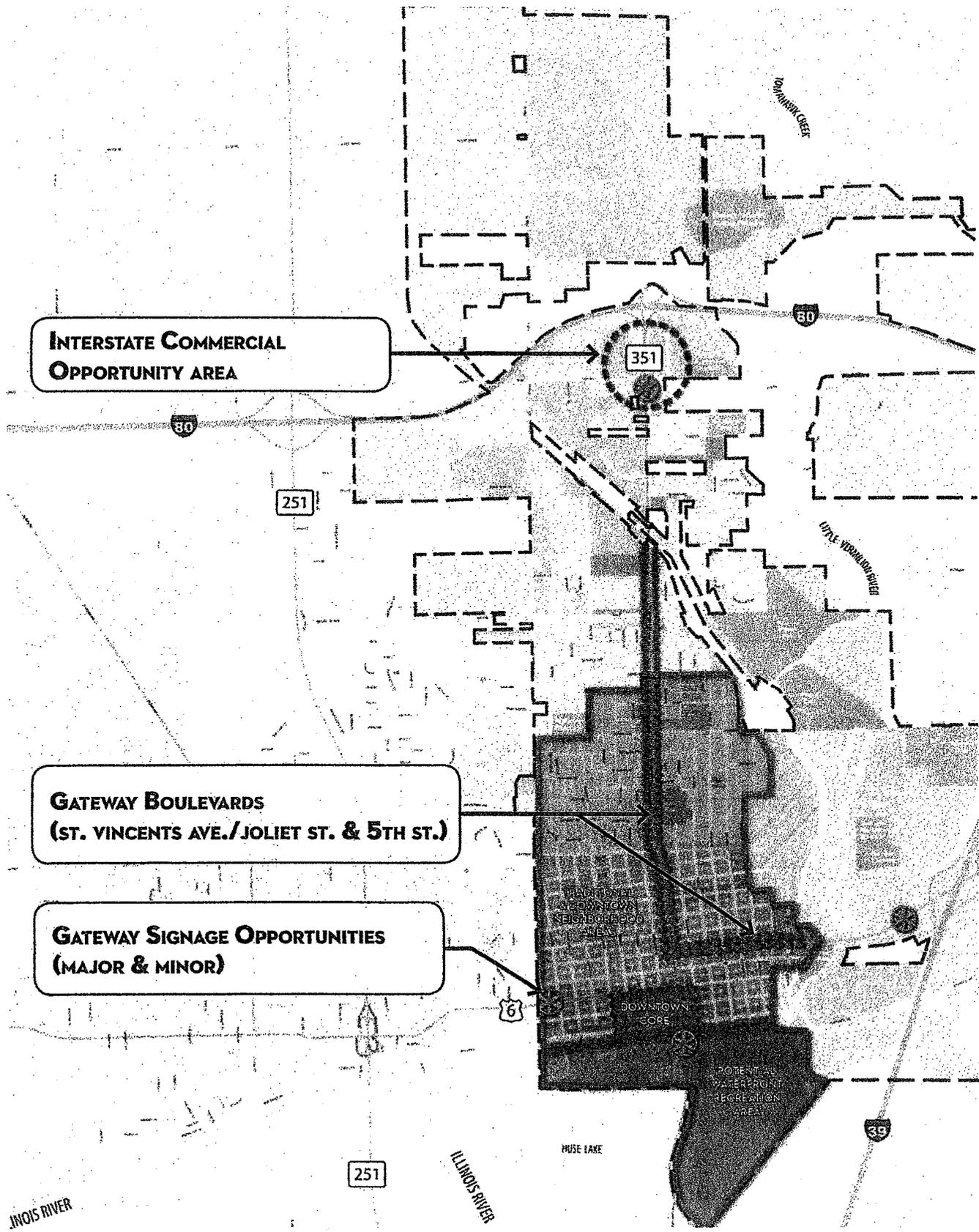


Figure N – Citywide Vision Map

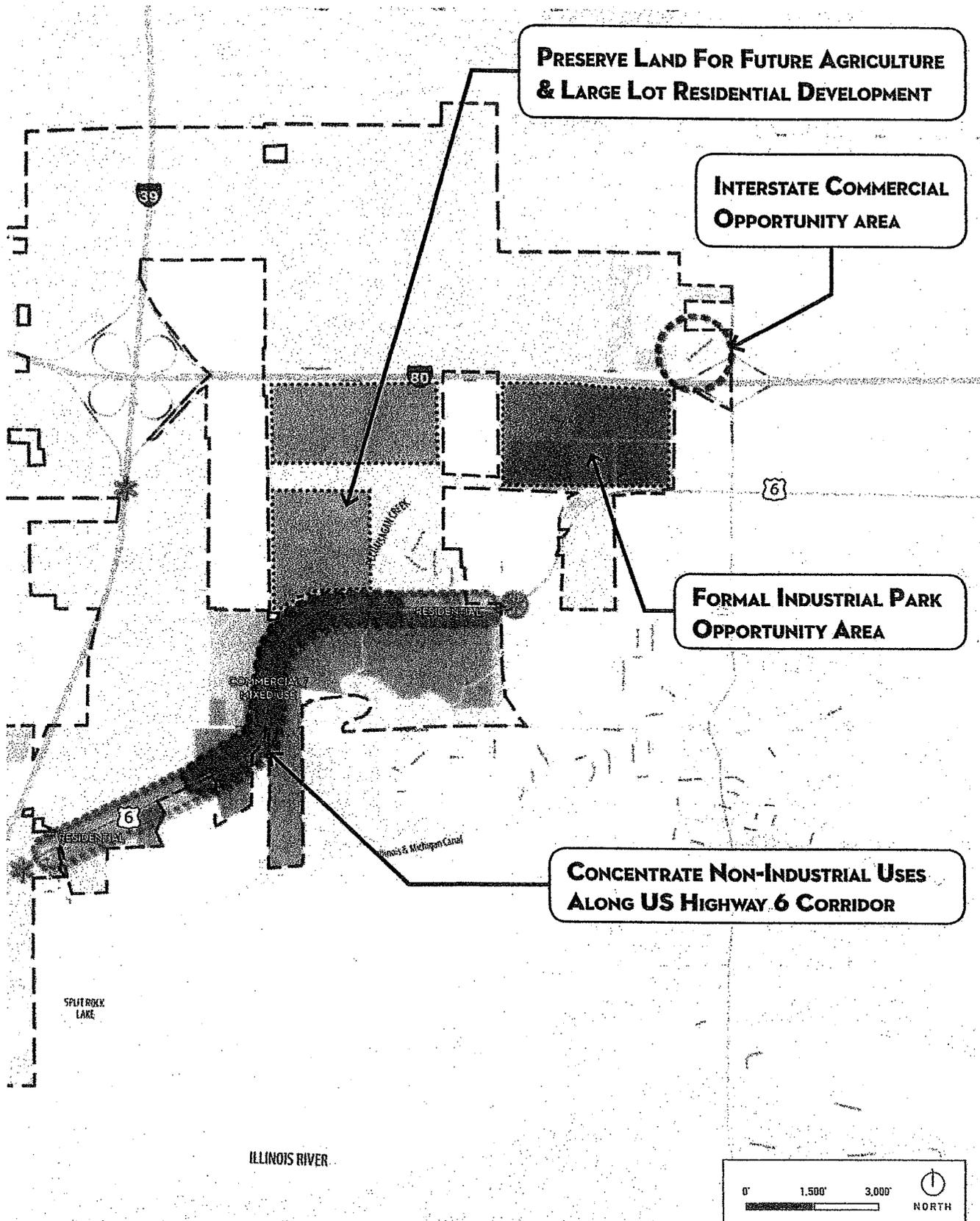


Figure N – Citywide Vision Map

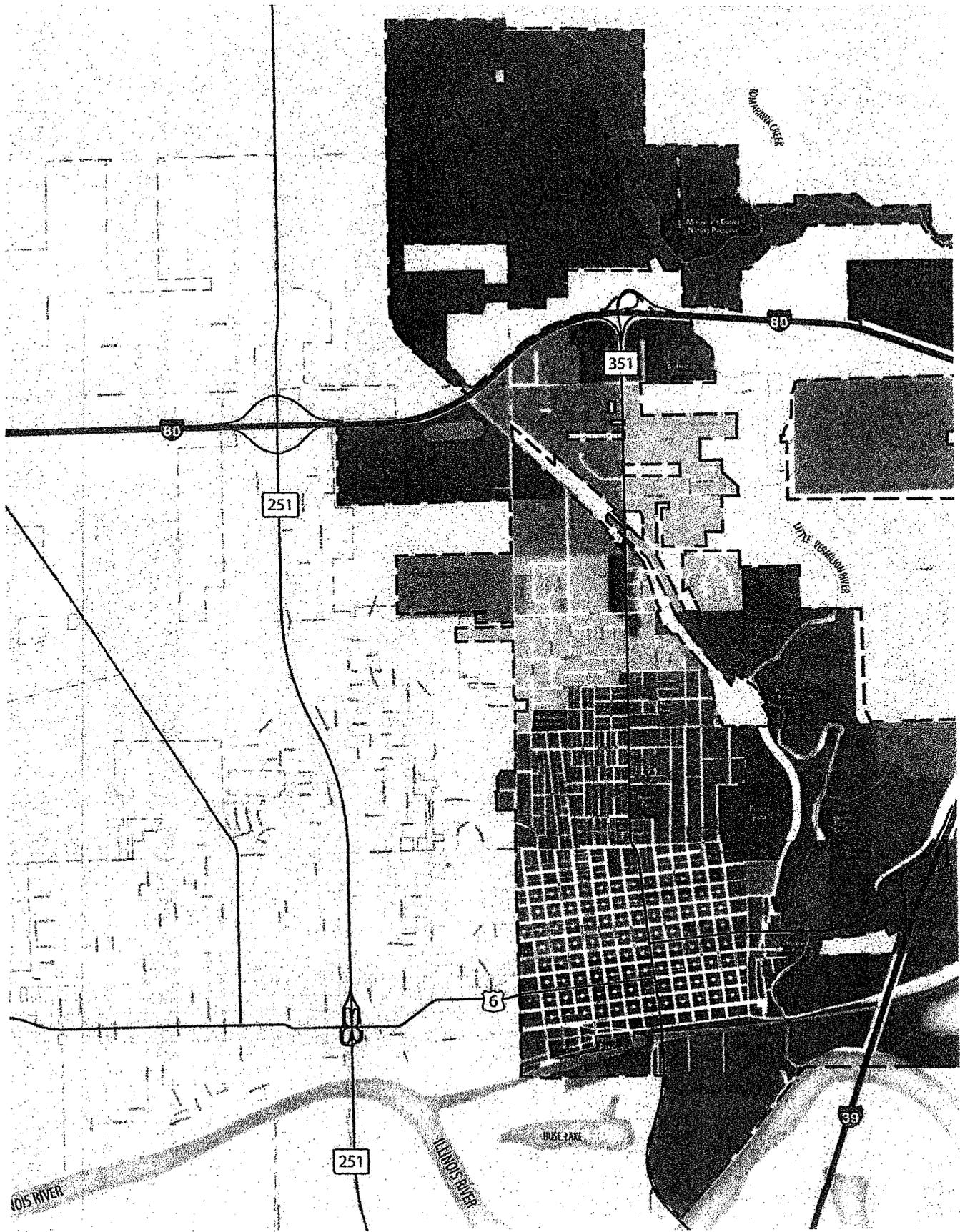


Figure O – Proposed Land Use Map

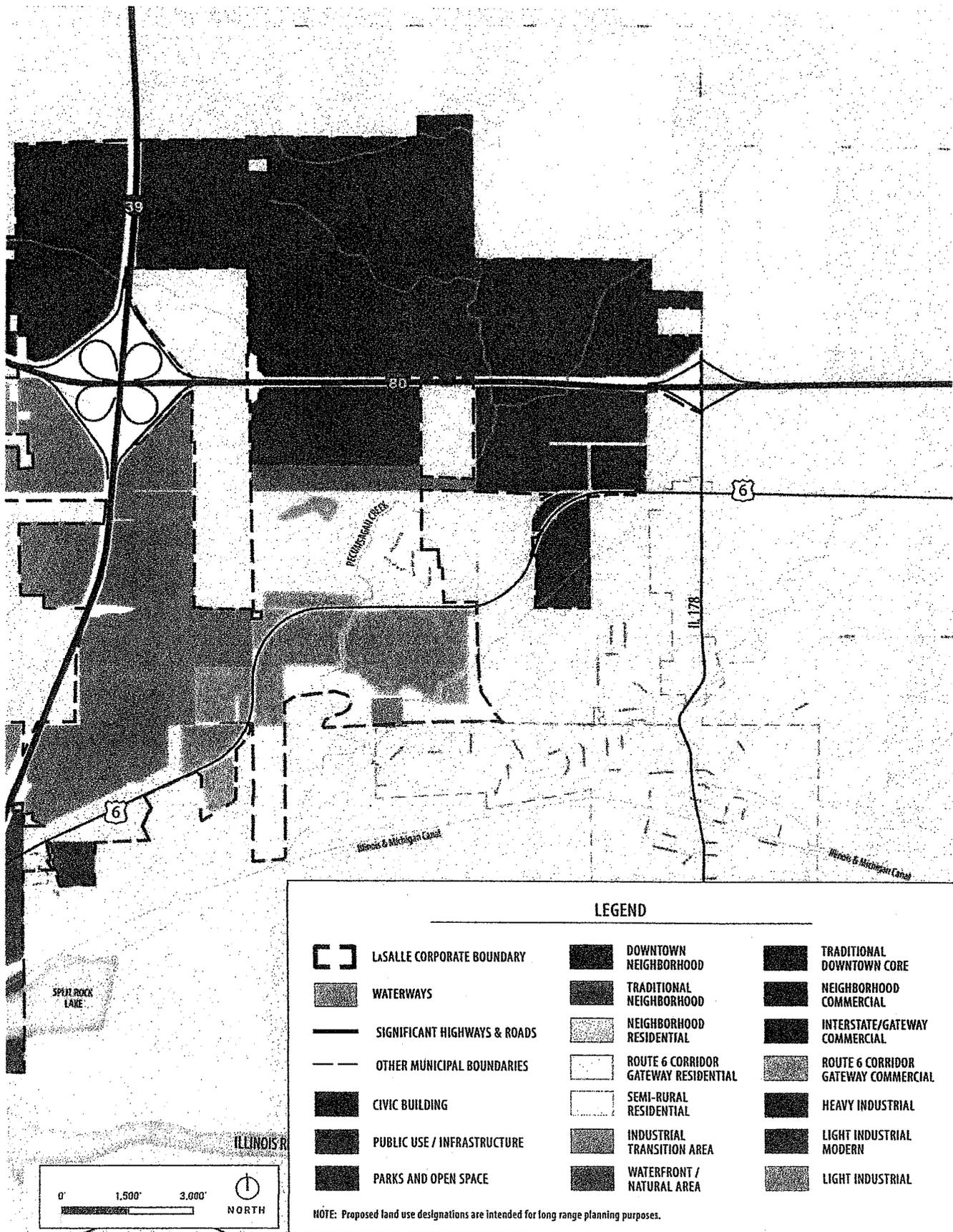


Figure 0 – Proposed Land Use Map

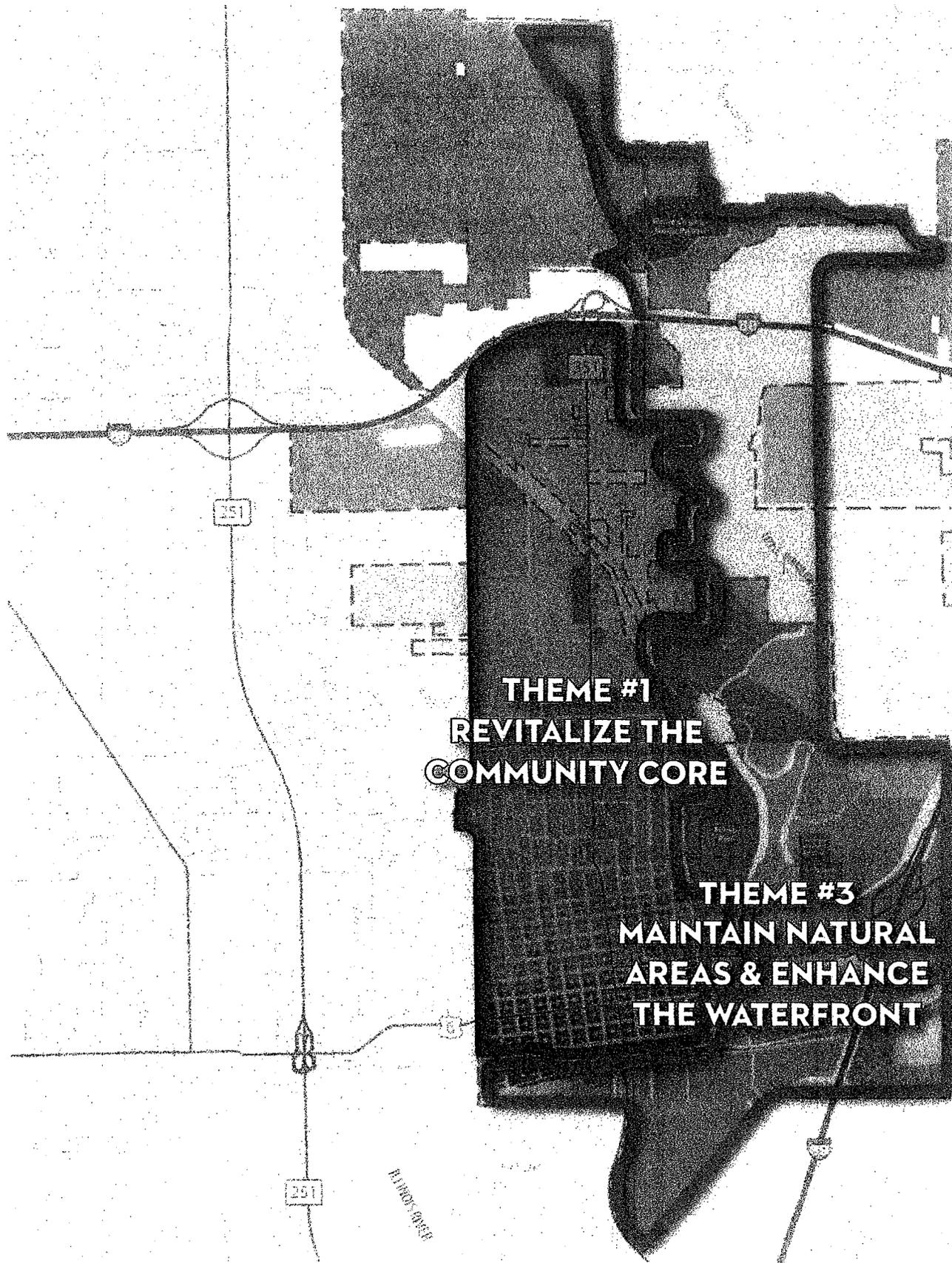


Figure P – Planning Themes Map

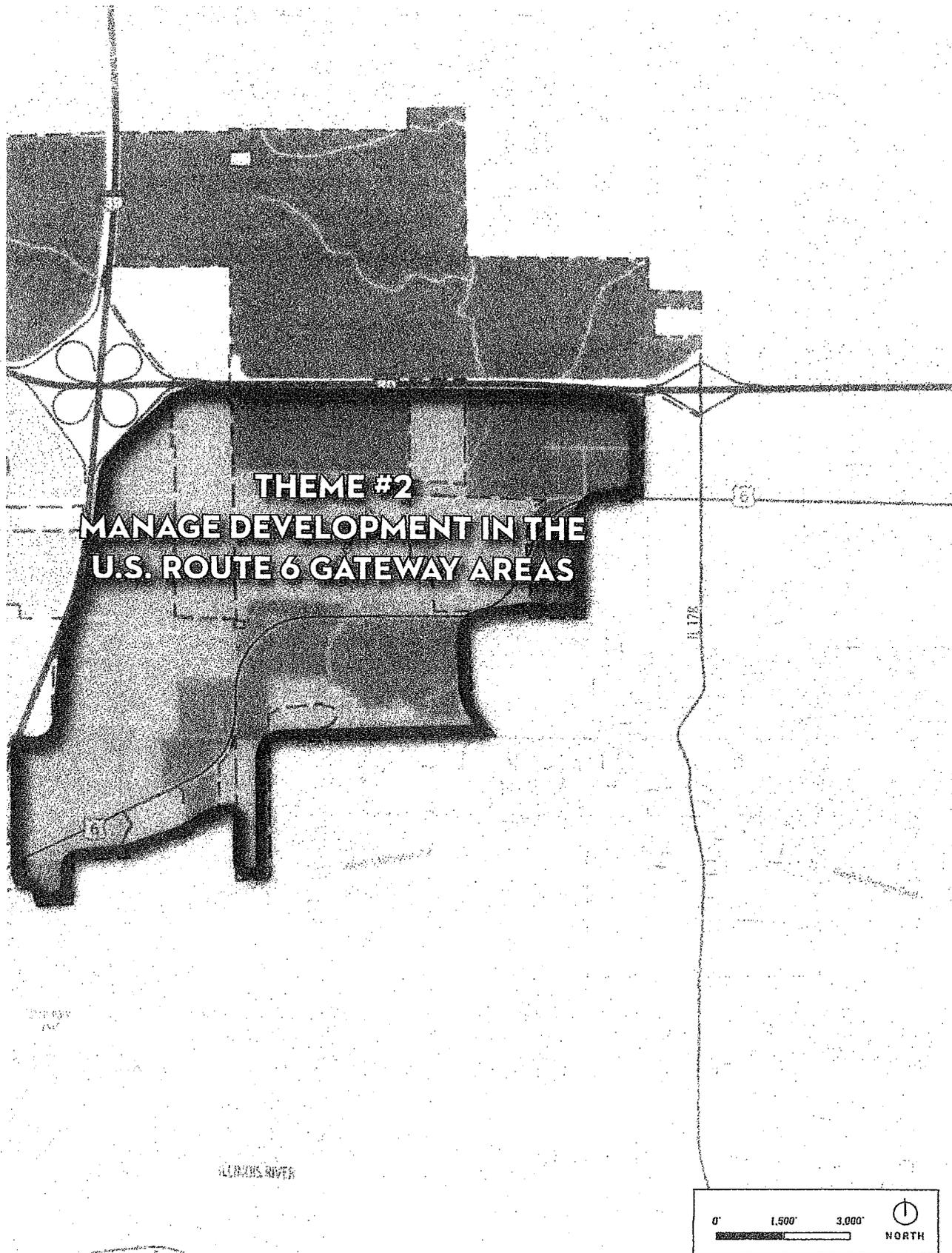


Figure P – Planning Themes Map

