

Resolution No. 17-K

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED PREANNEXATION AGREEMENT

WHEREAS, there has been presented to and there is now before the meeting of the City Council of the City of Sullivan, Moultrie County, Illinois, at which this resolution is adopted, the form of Amended Preannexation Agreement to be entered into by and between MICHAEL C. FOWLER and DONNA S. FOWLER, 820 S. Patterson Rd., Sullivan, Illinois 61951 and the City of Sullivan Moultrie County, Illinois, an Illinois municipal corporation of 2 W. Harrison St., Sullivan, Illinois 61951;

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Sullivan, Moultrie County, Illinois, as follows:

SECTION 1:

That the form of Amended Preannexation Agreement by and between MICHAEL C. FOWLER and DONNA S. FOWLER and the City in substantially the form thereof, which has been presented to and is now before the meeting of the corporate authorities at which this resolution is adopted, be and the same is hereby authorized and approved.

SECTION 2:

That for and on behalf of the City, the Mayor is hereby authorized to execute and deliver the Amended Preannexation Agreement with MICHAEL C. FOWLER and DONNA S. FOWLER and the City Clerk is hereby authorized to attest to the same.


Adopted this 14th day of August 2017, by the corporate authorities of the City of Sullivan by roll call vote as follows:

AYES 5

NAYS 0

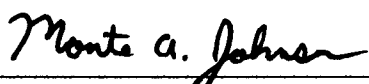
ABSENT 0

Approved by the Mayor of the City of Sullivan on this 14th day of August 2017.



Mayor

ATTEST:



City Clerk

AMENDED PRE-ANNEXATION AGREEMENT

This Agreement dated this 14th day of August 201, by and between the CITY OF SULLIVAN, Moultrie County, Illinois, a Municipal Corporation, (the "City"), and MICHAEL C. FOWLER and DONNA S. FOWLER, 820 S. Patterson Rd., Sullivan, Illinois 61951, (the "Owner"),

WITNESSETH:

WHEREAS, The Owner is the owner of record of property described on Exhibit "A", attached hereto and made a part hereof, (the "Subject Property"); and

WHEREAS, the Subject Property is not within the corporate limits of any municipality, but is presently contiguous to the City; and

WHEREAS, the City has requested and the Owner has agreed to annex the Subject Property to the City; and

WHEREAS; the parties agree that the annexation of the Subject Property to the City of Sullivan would be beneficial to the Owner and to the City, and would further the planning goals of the City; and

WHEREAS, the original Pre-Annexation Agreement contained an error in Paragraph 4 of said agreement and the parties wish to said error to be corrected; and

WHEREAS, the parties now desire to enter into this Amended Pre-Annexation Agreement to provide for the correct zoning classification of the Subject Property upon annexation to the City

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, the parties hereto agree as follows:

1. The Owner shall file a Petition to Annex the Subject Property to the City, which petition shall be substantially in the form of Exhibit "B", attached hereto and made a part hereof.
2. Upon the filing of said petition, the City will take such steps as are necessary to annex the Subject Property to the City.
3. The City shall charge no fee relating to the annexation of the Subject Property.

4. The subject property shall be annexed into the City with a zoning classification of R-2 Medium Density Residence District pursuant to the provisions of the City's Zoning Ordinance.

5. City shall provide Owner with notice of all hearings on the Petition for Annexation and copies of all ordinances adopted, and documents recorded with the Moultrie County Recorder relating to the annexation of Subject Property.

6. Notices are deemed given when delivered (if delivered by hand) or when postmarked (if mailed). If mailed, notices shall be addressed as set forth below, unless either party has designated a different address by notice to the other party given in accordance herewith, whereupon the new address specified in such notice shall be the address of such party of all purposes herein, until further changed:

Owner: MICHAEL C. FOWLER and DONNA S. FOLWER
820 S. Patterson Rd.
Sullivan, Illinois 61951

City: City of Sullivan
Attn: Mayor
2 West Harrison
Sullivan, Illinois 61951

7. The amendment of any existing Ordinance of the City, following the adoption of this Agreement, shall be ineffective against the Subject Property, if in conflict with the terms of this Agreement.

8. This Agreement shall be binding on the Owner, their successors and assigns, and upon successor corporate authorities of the City and successor municipal corporations or their governmental forms. This Agreement shall inure to the benefit of Owner and their heirs.

9. It is agreed that the several provisions of this Agreement shall be severable, and that if any court or competent jurisdiction shall adjudge any provision of this Agreement to be invalid or unenforceable, that judgment shall not affect the validity or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF, these parties have set their hands and official seals, and in the instance of the City, caused this instrument to be executed by its proper officers duly authorized to execute the same.

Dated this 14th day of August 2017.

CITY OF SULLIVAN,
A Municipal Corporation,

BY: Ann Y. Short
Ann Y. Short, Mayor

ATTEST:

Monte A. Johnson
Monte Johnson, City Clerk

-The City-

MICHAEL C. FOWLER

DONNA S. FOWLER

-Owner-