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Return to

PREPARED BY:

CITY OF TROY  
116 E. MARKET  
TROY, IL 62294

EW.

2022R32927  
STATE OF ILLINOIS  
MADISON COUNTY  
10/11/2022 10:50 AM  
DEBRA D. MING-MENDOZA  
CLERK & RECORDER  
REC FEE: 50.00  
CO STAMP FEE:  
ST STAMP FEE:  
FF FEE:  
RHSPS FEE:  
# OF PAGES: 12

CITY OF TROY  
ORDINANCE 2022 – 33

50.00 CTU

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AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND  
PRE-ANNEXATION AGREEMENT (15 Willet Drive, St. Jacob)

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ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS  
THIS 6<sup>th</sup> DAY OF SEPTEMBER, 2022

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**ORDINANCE NO. 2022-33**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND  
PRE-ANNEXATION AGREEMENT**

**WHEREAS**, it is in the best interest of the City of Troy ("City"), Madison County, Illinois, to enter into an Agreement for Water Service and Pre-Annexation pertaining to the property owned by Michael Lee Mikoff and Stephanie Tatum (PT SE SE; PPID 09-1-22-03-00-000-021.010), and commonly known as 15 Willet Drive, St. Jacob, IL 62281; and

**WHEREAS**, an Agreement for Water Service and Pre-Annexation has been drafted, a copy of which is attached hereto and incorporated herein; and

**WHEREAS**, the Petitioner is described in the aforesaid Agreement and/or the legal owner of record of the territory which is the subject of said Agreement is ready, willing, and able to enter said Agreement and to perform the obligations as required thereunder; and

**WHEREAS**, the City did, on the 6<sup>th</sup> day of September, 2022, hold and conduct a public hearing pursuant to notice and statute; and

**WHEREAS**, all other statutory requirements set forth by 65 ILCS 5/11 pertaining to Annexation Agreements have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, COUNTY OF MADISON, STATE OF ILLINOIS**, as follows:

**SECTION 1:** That the Mayor is hereby authorized and directed to execute the Agreement for Water Service and Pre-Annexation and the City Clerk is authorized and directed to attest the same and affix thereto the Corporate Seal of the City.

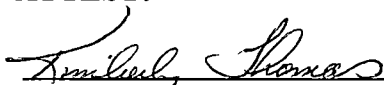
**SECTION 2:** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

**PASSED** by the City Council of the City of Troy, Illinois, the 6<sup>th</sup> day of September, 2022 by at least a vote of two-thirds of the corporate authorities of the City of Troy, Illinois.

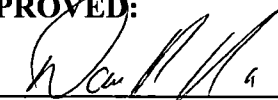
Aldermen:	Dawson	<u>AYE</u>	Italiano	<u>AYE</u>	Total:	<u>8</u> Ayes
	Flint	<u>AYE</u>	Knoll	<u>AYE</u>		
	Hellrung	<u>AYE</u>	Manley	<u>AYE</u>		<u>0</u> Nays
	Henderson	<u>AYE</u>	Turner	<u>AYE</u>		

**APPROVED** by the Mayor of the City of Troy, Illinois, the 6<sup>th</sup> day of September, 2022.

**ATTEST:**

  
**Kimberly Thomas**  
City Clerk, City of Troy, Illinois

**APPROVED:**

  
**David Nonn**  
Mayor, City of Troy, Illinois



**Tuesday, September 6, 2022**  
**Public Hearing Pre-Annexation #2 - 15 Willet Drive**

**City of Troy**

**Public Hearing**

**The Meeting is held in the Council Chambers, City Municipal Building, 116 East Market Street, Troy, Illinois 62294**

**6:16 pm (or immediately following the previous public hearing)**

**A. Agenda Items**

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1. Call to Order and Pledge of Allegiance
2. Roll Call in Alphabetical Order
3. Presentation and Discussion: Pre-Annexation of 15 Willet Drive (Permanent Parcel Number 09-1-22-03-00-000-21.010)
4. Request for Anyone Wishing to Speak During the Hearing to Sign In
5. Comments of Petitioner and/or Representative (or Attorney, if Present)
6. Public Comment
7. Discussion by the City Council
8. Adjournment

**CITY OF TROY, ILLINOIS**  
**AGREEMENT FOR WATER SERVICE AND PRE-ANNEXATION**

Property Address: 15 Willet Drive St. Jacob

Resident: Michael Lee Mikoff Resident: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

This Agreement made by and between the City of Troy, Illinois, a municipal corporation, hereinafter referred to as "City" and the undersigned owner(s), hereinafter referred to as "Petitioners".

WHEREAS, Petitioners are the owner(s) of record of all lands within the territory legally described in Exhibit A, which is attached hereto and incorporated herein by reference, and

WHEREAS, Petitioners are desirous of obtaining water from the City and further desirous of annexing said territory to the City as soon as said annexation can be legally and practicably accomplished, all in order that Petitioners can obtain the benefit of various City services, including, but not limited to, police protection, snow removal, water and sewer services and others, and

WHEREAS, the described territory is not now contiguous to the boundaries of the City, thus precluding an immediate annexation of said territory, and

WHEREAS, the City is desirous of expanding its boundaries through annexation, and

WHEREAS, Petitioners have requested that the City execute this Agreement for Water Service and Pre-Annexation and commit itself to the terms and provisions hereof, and

WHEREAS, the Mayor and City Council of the City have determined that the future annexation of the above-referenced territory would benefit the City and its citizens and coincide with the long range planning and development goals of the City, and

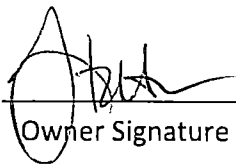
WHEREAS, the City Council of the City did, on the 6th day of September, 2022, hold and conduct a public hearing pursuant to notice and statute at which time any proponents or opponents to the terms of the Agreement for Water Service and Pre-Annexation were heard in such public hearing, and

WHEREAS, at its meeting on the 6th day of September, 2022, the corporate authorities of the City did by vote of 8 to 0, authorize its appropriate officials to execute said Agreement for Water Service and Pre-Annexation on behalf of the City.

NOW, THEREFORE, the parties to this Agreement do hereby mutually acknowledge and agree as follows:

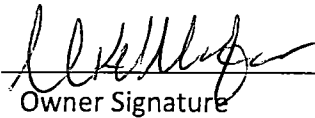
1. That the City of Troy will permit the Petitioners to connect to the water system of the City at the place and at the manner determined by the Water and Sewer Superintendent upon payment of the required fee, charges and deposits.
2. That water will be furnished to Petitioners at the rate as may from time to time be established by the Mayor and City Council of the City.
3. That Petitioners will pay for water furnished by the City at the rates for water service furnished to properties outside the City limits as established by Ordinance as long as this Agreement remains in effect.
4. That the City assumes no liability for either the supply or the pressure of the water to be furnished to the Petitioners.
5. That Petitioners will provide, install and maintain at their own cost and expense all necessary easements, pipes and attachments from the point of tap-on, and the plans and specifications for said work and performance of the same shall be subject to the approval of and done to the satisfaction of the Director of Public Works of the City.
6. That Petitioners shall at no time permit any other person, corporation, partnership or other entity to attach to the pipe or pipes authorized herein.
7. That at such time in the future as the boundaries of the City become contiguous to the territory herein referenced, the undersigned Petitioners, for themselves, their heirs, successors and assigns, in consideration of the foregoing, and the furnishing of water hereunder, that they shall, upon written request of the City, petition the City for annexation and shall execute all documents necessary to effect that end, and the City, by its duly authorized representatives, shall thereupon act as to cause and effect said annexation through Ordinance or otherwise, pursuant to the Illinois Municipal Code, Section 7-1-8 as amended, or by any means or methods of annexation then available and authorized by law.
8. That Petitioners, for themselves, their heirs, successors and assigns, agree that at such time as annexation becomes possible, that Petitioners, for themselves, their heirs, successors and assigns, will be responsible to pay for preparation of the Petitions and all other documents needed to perfect the annexation, including reasonable attorneys fees and a fee for preparation of the annexation map.

9. That this Agreement shall be binding upon the parties hereto, their heirs, successors and assigns, for a period of twenty (20) years from date hereof. This Agreement shall be subject to a request for renewal prior to expiration if Petitioners still require City water.
10. That this Agreement shall constitute a covenant running with the land and shall supersede all previous contracts or agreements between the parties hereto relative to water supply and annexation of Petitioner's property.
11. That upon the execution of the Agreement, a copy thereof, shall be caused to be filed in the office of the Recorder of Deeds, Madison County, Illinois, so as to put on notice any and all persons having an interest herein that this Agreement is intended to, and does in fact constitute a covenant running with the land and is thereby binding upon each of the undersigned, their heirs, agents, assigns, transferees, grantees, and successors.

  
Owner Signature

Stephanie Tatum  
Printed Name

4/6/2022  
Date Signed


  
Owner Signature

Michael Mikoff  
Printed Name

4/6/2022  
Date Signed

DATED this 6th day of September, 2022  
6 day of April, 2022

CITY OF TROY, ILLINOIS:

  
Mayor, City of Troy

  
City Clerk, City of Troy



Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this 18 day of February, 2022.

Eric P. Nikolai  
ERIC P. NIKOLAI

Michelle A. Nikolai  
MICHELLE A. NIKOLAI

STATE OF )  
COUNTY OF ) SS

I, the undersigned, a Notary Public in and for said county and state aforesaid, DO HEREBY CERTIFY THAT ERIC P. NIKOLAI and MICHELLE A. NIKOLAI, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and Notarial Seal this 18 day of February, 2022.



Nikki Kostedt  
Notary Public

Return Document to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Future Taxes To Grantee's Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Instrument Prepared By:  
Barbara L. Sherer, Attorney at Law  
Attorney Registration # 06202620  
205 N. Second Street, Suite 102  
Edwardsville, Illinois 62025  
618/692-6656

## WARRANTY DEED

138721

klk

THIS INDENTURE WITNESSETH, that the Grantors, ERIC P. NIKOLAI and MICHELLE A. NIKOLAI, husband and wife, of the County of ST. CLAIR and State of ILLINOIS, for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, CONVEY and WARRANT to MICHAEL LEE MIKOFF,

whose address is:

the following described real estate, to wit:

SEE ATTACHED LEGAL, EXHIBIT A

Permanent Parcel No. 09-1-22-03-00-000-021.010

SUBJECT TO THE EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

MLM



## EXHIBIT A

Part of the Southeast Quarter of Section 3, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, more particularly described as follows:  
Commencing at a stone marking the Northeast corner of said Southeast Quarter; thence South 00 degrees 57 minutes 28 seconds East along the East line of said Southeast Quarter a distance of 1387.32 feet to a stone marking the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 3; thence South 00 degrees 58 minutes 27 seconds East along said East line of the Southeast Quarter a distance of 1388.20 feet to the Southeast corner of said Southeast Quarter; thence South 89 degrees 18 minutes 35 seconds West along the center line of Schmalz Road (40 feet wide) a distance of 1120.35 feet to the Southeast corner of a tract of land described in Book 3353 Page 615; thence North 00 degrees 47 minutes 52 seconds West along the East line of said tract of land described in Book 3353 Page 615 and the Northerly prolongation thereof and the East line of a tract of land described in Book 3170 Page 315 for a distance of 870.75 feet to the point of beginning of the tract of land to be described; thence continuing North 00 degrees 47 minutes 52 seconds West along said East line of a tract of land described in Book 3170 Page 315 for a distance of 290.24 feet; thence South 89 degrees 43 minutes 28 seconds East a distance of 320.35 feet; thence South 00 degrees 47 minutes 52 seconds East a distance of 290.24 feet; thence North 89 degrees 43 minutes 28 seconds West a distance of 320.35 feet to the point of beginning, (except that part lying within Willett Dr.) in Madison County, Illinois.

Commonly known as: 15 Willett Dr., St. Jacob, IL 62281

**PRE-ANNEXATION  
REQUIREMENTS**

Save TO  
Andrea  
4-6-22

**Petitioners Must Furnish All of the Following Information with  
Their Agreement for Water Service and Pre-annexation**

- 1) Full names, addresses and phone numbers of ALL owners of record. *Please note all owners are required to sign the agreement.*  
☐ If property is owned by a corporation, a resolution from the corporation authorizing named individuals to sign the agreement is required.  
☐ If the Petitioner is involved in a partnership, all partners are required to sign the agreement.
- 2) A copy of the most recent warranty deed or quit claim deed as evidence demonstrating the owners of record.
- 3) Proper legal description.
- 4) Map of property. *(This will be furnished by the City.)*

Initial water service will be provided upon receipt of completed application for water service. In order for water service to be continued Petitioners have until 4/1/22 to return the attached "Agreement for Water Service and Pre-annexation" with all required documentation as noted above. If this agreement is not returned by the previously stated date, water service will be discontinued until such time as the completed agreement is returned to the City.

We, the undersigned property owner(s), agree to the foregoing and agree to provide the City of Troy with a completed Agreement for Water Service and Pre-Annexation along with required documentation by 4/1/22.

Property Address: 15 W. Hett DR ST Jacob

X Signed: [Signature]  
(Property Owner)

Dated: 3/1/2022

X Signed: [Signature]  
(Property Owner)

Dated: 03/01/2022

Accepted by: \_\_\_\_\_  
(City of Troy Representative)

[illegible]

Date: 8/31/2022  
Time: 8:19:11 AM



## CERTIFICATION OF PUBLICATION

State of Illinois     )  
County of Madison    )

THIS IS TO CERTIFY, that the notice which is published copy is hereto annexed, was published 1 times, once in each week for successive weeks in the TIMES-TRIBUNE, a newspaper of general circulation, published in the City of Troy, in said County and State, by Better Newspapers, INC and that the first insertion was made in the paper published on the 18<sup>th</sup> day of August 2022 A.D., and the last in the paper published on the 18<sup>th</sup> day of August 2022 A.D. and said the newspaper was regularly published for once a week.

Printer's Fees- \$

### TIMES - TRIBUNE

By Allison Kinney  
Troy, IL August 18<sup>th</sup> 2022 A.D.

#### \*\*\*NOTICE OF PUBLIC HEARING\*\*\*

A Public Hearing will be held on Tuesday, September 6, 2022 at 6:16 p.m. (or immediately following the previous public hearing) at Troy City Hall, 116 E. Market Street, Troy, IL to hear the petition for Water Service and Pre-Annexation submitted by Michael Lee Mikoff and Stephanie Tatum 15 Willet Drive, St. Jacob, IL 62281 (Parcel no 09-1-22-03-00-000-021.010). At this time any and all proponents or opponents to the terms of the Water Service and Pre-annexation Agreement will be heard.

City Clerk  
Kimberly Thomas  
8/18C

# END OF DOCUMENT