



DocId:38834654

Tx:4574002

Return to

PREPARED BY:

**CITY OF TROY
116 E. MARKET
TROY, IL 62294**

EW.

2022R32928
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: 14

50.00 CTY

CITY OF TROY

ORDINANCE 2022 – 34

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND
PRE-ANNEXATION AGREEMENT (213 Willow Drive, Collinsville)**

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS
THIS 6th DAY OF SEPTEMBER, 2022**

J

ORDINANCE NO. 2022-34

**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 Patricia A Giacin (ARTH EST 1st ADD LT 3; PPID 09-2-22-18-03-301-007), and commonly known as 213 Willow Drive, Collinsville, IL 62234; 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 6th 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 6th 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 6th 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 #3 - 213 Willow Drive

City of Troy

Public Hearing

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

6:17 pm (or immediately following the previous public hearing)

A. Agenda Items

1. Call to Order and Pledge of Allegiance
2. Roll Call in Alphabetical Order
3. Presentation and Discussion: Pre-Annexation of 213 Willow Drive (Permanent Parcel Number 09-2-22-18-03-301-007)
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: 213 Willow Drive COLLINGSVILLE

Resident: Patricia Giacin

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.

Pat A Giacin
Owner Signature

PAT A GIACIN
Printed Name

6/10/22
Date Signed

Owner Signature

Printed Name

Date Signed

DATED this 6th day of September, 20 22.

CITY OF TROY, ILLINOIS:

[Signature]
Mayor, City of Troy

[Signature]
City Clerk, City of Troy



**WARRANTY DEED
STATUTORY
PTAX-033375**

Mail Tax Statement To:
(Name and address)

Patricia A. Giacin
213 Willow Dr.
Collinsville, IL 62234



DOC1018811921
Tx:4560853

2022R19890

STATE OF ILLINOIS
MADISON COUNTY
06/13/2022 10:39 AM
DEBRA D. MING-MENDOZA
CLERK & RECORDER
REC FEE: 51.00
CO STAMP FEE: 110.00
ST STAMP FEE: 220.00
RHSPS FEE: 9.00
OF PAGES: 3

This space for use of Recorder

120.DOCK 3D56

Name of Grantor(s)

Dan W. Jones and Linda P. Jones, husband and wife as Joint Tenants

for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration,
in hand paid, convey(s) and warrant(s) to: Name and Address of Grantee(s)

Patricia A. Giacin, a single person

The following described real estate:

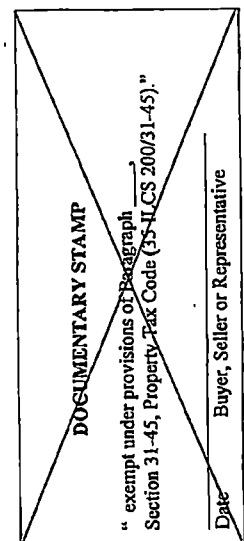
Lot 3 in First Addition to Arths Estates, a Subdivision in the West Half of Section 18,
Township 3 North, Range 7 West of the Third Principal Meridian, according to the Plat
thereof recorded in the Plat Book 49 at Page 128. Except coal, gas and other mineral rights,
conveyed excepted or reserved in prior conveyance. Situated in Madison County, Illinois.

Permanent Index Number: 09-2-22-18-03-301-007

Note: For informational purposes only, the land is commonly known as:
213 Willow Dr. Collinsville, IL 62234

Subject to 2021 general real estate taxes payable in 2022 and thereafter.
Subject to easements, reservations and restrictions, if any, of record.

Which is situated in the County of Madison in the State of Illinois, hereby releasing and waiving all rights under
and by virtue of the Homestead Exemption Laws of this state.



W

Dated this 10th day of June, 2022

Dan W. Jones (Seal)
Dan W. Jones

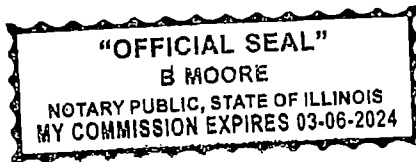
Linda P. Jones (Seal)
Linda P. Jones

STATE OF ILLINOIS)

) SS.

COUNTY OF MADISON)

The foregoing instrument was acknowledged before me this 10th day of June, 2022 by Dan W. Jones and Linda P. Jones, husband and wife, for the purposes therein set forth, including the release and waiver of the right of homestead.



Bruce

Notary Public

This instrument was prepared by Faiq Mihlar, of Heavner, Beyers & Mihlar, LLC
P. O. Box 740, Decatur, IL 62525
Return to Maverick Title, LLC
145 South Water St., Decatur, IL 62523
WILL CALL
M 1659



AFFIDAVIT FOR PURPOSE OF PLAT ACT REQUIREMENTS (765 ILCS 205)
THIS IS A LEGAL DOCUMENT - CONSULT YOUR PRIVATE ATTORNEY
(County Zoning & Subdivision Ordinances May Also Apply)

ORIGINAL AFFIDAVIT REQUIRED FOR RECORDING, COPIES WILL NOT BE ACCEPTED

Affiant is the Grantor or is the Grantors authorized representative in a deed transferring interest in the real estate described in the accompanying deed. Affiant further states this transfer is exempt from the Illinois Plat Act because it is:

(Please check all that apply)

- ☒ A. NOT A DIVISION OF LAND (parcel lines unchanged) () C. DIVISION FOR TAXING PURPOSES ONLY (parcel lines change)
 () B. A DIVISION OF LAND THAT MEETS ONE OF THE FOLLOWING EXCEPTIONS TO THE PLAT ACT;

____ 1. A division or subdivision of land into tracts of five (5) acres or more not involving new streets or easements of access with a minimum of five (5) acres residue or Grandfathered under prior approved plat by Land Use Committee.

____ 2. A division of lots or blocks of less than one (1) acre in a recorded subdivision not involving new streets or easements of access.

____ 3. A sale or exchange of land between owners of adjoining and contiguous land.

____ 4. A conveyance of land for use as a right-of-way for public utilities and other pipelines not involving new streets or easements of access.

____ 5. A conveyance of land owned by a public utility not involving new streets or easements of access.

____ 6. A conveyance of land for highway or other public purpose or relating to a dedication of land or for vacation of land subject to a public use.

____ 7. A conveyance made to correct a description in prior conveyance.

____ 8. The sale or exchange of parcels of land following the division into no more than two (2) parts of a parcel existing on July 17, 1959, and not involving any new streets or easements of access.

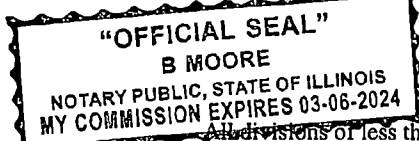
____ 9. The sale of a single lot/tract less than five (5) acres from a larger tract. (Exception only applies to the 1st tract conveyed from a larger tract as it existed on October 1, 1973.) (The single tract of less than five (5) acres must have been surveyed by an Illinois Registered Land Surveyor whose survey must accompany the deed)

IF A IS MARKED ABOVE, APPROVAL BY THE MAPS & PLATS GIS DIVISION IS NOT REQUIRED.
IF B OR C IS MARKED ABOVE, APPROVAL BY THE MAPS & PLATS GIS DIVISION IS REQUIRED.

Under the penalties of perjury I swear that the statements contained here are true and correct:

NAME DAN W. JONES SIGNATURE: Dan W. Jones DATE: 6-10, 2022
 (Please Print)

Subscribed and sworn to before me this 10th day of June, 2022



B Moore
 Notary Public

All divisions of less than 2 acres within the County jurisdiction must be reviewed by the
 Madison County Planning and Development Department

This affidavit only ensures the Recorder's Office compliance with the State Plat Act. If the property is located within a municipality or within 1.5 miles of a municipality, local ordinances may apply. If exception 9 is used, it is required that this land division be reviewed & approved by the participating municipality. Each municipality has five (5) business days to review deed(s) and return. If the five day limit expires, Maps & Plats will process the deed upon proof of date submitted to municipality.

Date Submitted to Municipality (s) _____ (Please check one) () Municipality Jurisdiction () County Jurisdiction

Municipality (s) with Jurisdiction: _____

 Municipal Planning Official's Signature

 Municipal Planning Official's Signature

END OF DOCUMENT

 Print Name

 Date

 Date

(Revised 8/11)

Legal Description

Lot 3 in First Addition to Arths Estates, a Subdivision in the West Half of Section 18, Township 3 North, Range 7 West of the Third Principal Meridian, according to the Plat thereof recorded in the Plat Book 49 at Page 128. Except coal, gas and other mineral rights, conveyed excepted or reserved in prior conveyance. Situated in Madison County, Illinois.

Parcel # 09-2-22-18-03-301-007



PRE-ANNEXATION REQUIREMENTS

Give to
andrea
6-10-22
✓TH

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 7/2/22 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 7/2/22.

Property Address: 213 Willow DRIVE COLLINSVILLE, IL 62234

Signed: Patricia Bracin
(Property Owner)

Dated: 6/2/2022

Signed: _____
(Property Owner)

Dated: _____

Accepted by: _____
(City of Troy Representative)



APPLICATION FOR HOMEOWNER (WATER / SEWER / TRASH)

City of Troy - 116 E. Market St. - Troy, Illinois 62294
Public Works Dept. (618) 667-9924 ext. 2

www.troyil.us

ADDRESS: 213 Willow Drive

City: Collinsville

Zip: 62234

LOCATION:

☐ In City Limits

☒ Outside City Limits / Pre-annex Agreement

CLOSING DATE: 6/10/2022

CONTACT INFORMATION:

Applicant Name (First/ M.I. / Last): Patricia A Giacin

Date of Birth (MM/DD/YYYY): 07/27/1958

Home Phone Number: N/A Cell / Work Phone Number(s) 3145047994

ID/ Driver's License Number (State/Number): IL G250-6815-8813 Email Address: Buolady0700@gmail.com

Additional Contacts: (if they would like to be included on the bill)

Name: Phone Number(s):

FOR BILLING PURPOSES: (If different than address of service)

Address: City: State: Zip:

Closing Date:

For the services requested, I agree to pay the City at the rates as prescribed in the effective schedule or schedules in the ordinance of the City as they exist from time to time and as amended, and to comply with the City's Rules and Regulations for such services.

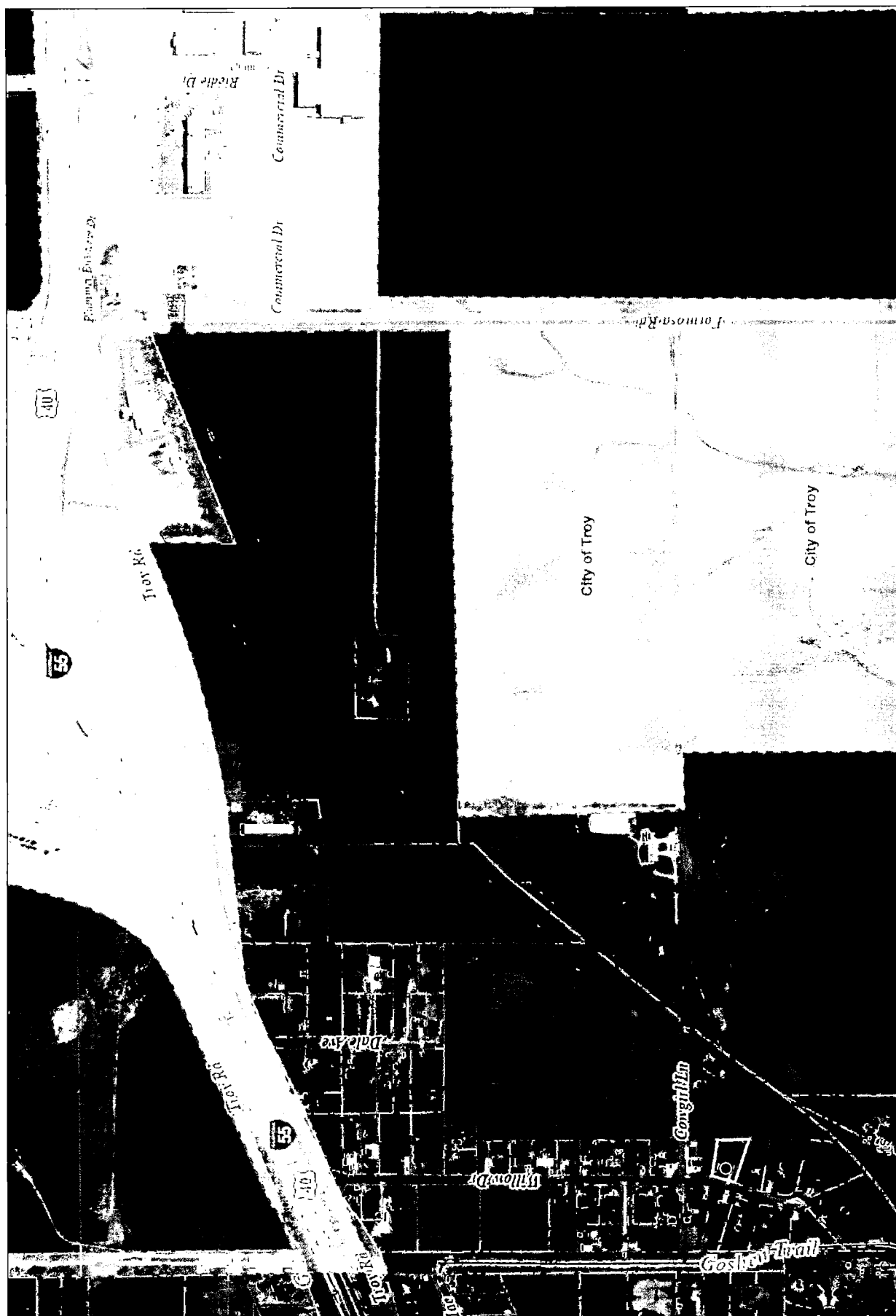
I also agree to be responsible for all services used on said premises until forty-eight (48) hours after notice has been given at the Office of Administration to discontinue services.

I also agree to be responsible for all costs of collection incurred by the City, including collection agencies, court costs and attorneys' fees, to collect my account should it become delinquent.

Applicant Sign or Print: Patricia Giacin

Date: 6/2/2022

213 Willow Dr



Date: 9/3/2022
Time: 7:19:19 AM



Author: Madison County GIS
Copyright: Madison County Government



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 18th day of August 2022 A.D., and the last in the paper published on the 18th 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 18th 2022 A.D.

NOTICE OF PUBLIC HEARING

A Public Hearing will be held on Tuesday, September 6, 2022 at 6:17 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: Patricia A Giacin, 213 Willow Drive, Collinsville, IL 62234 (Parcel no 09-2-22-18-03-301-007). 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