

Return to

Prepared by:

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



DocId:8839862

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2022R36332

STATE OF ILLINOIS

MADISON COUNTY

11/15/2022 09:25 AM

DEBRA D. MING-MENDOZA

CLERK & RECORDER

REC FEE: 50.00

CO STAMP FEE:

ST STAMP FEE:

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# OF PAGES: 11

CITY OF TROY

ORDINANCE 2022 – 59

50.00 CTU

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AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND  
PRE-ANNEXATION AGREEMENT (616 Woodland Court)

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ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS  
THIS 7<sup>th</sup> DAY OF NOVEMBER, 2022

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*[Handwritten signature]*

**ORDINANCE NO. 2022-59**

**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 Matthew and Jennifer Giacona (PT S 1/2 SE NE; PPID 09-1-22-15-00-000-009.010), and commonly known as 616 Woodland Court, Troy, IL; 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 7<sup>th</sup> day of November, 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.

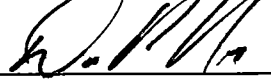
**SECTION 2:** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

**PASSED** by the City Council of the City of Troy, Illinois, the 7<sup>th</sup> day of November, 2022 by at least a vote of two-thirds of the corporate authorities of the City of Troy, Illinois.

<b>Aldermen:</b>	<b>Dawson</b>	<u>ABSENT</u>	<b>Italiano</b>	<u>AYE</u>	<b>Total:</b>	<u>7</u> <b>Ayes</b>
	<b>Flint</b>	<u>AYE</u>	<b>Knoll</b>	<u>AYE</u>		
	<b>Hellrung</b>	<u>AYE</u>	<b>Manley</b>	<u>AYE</u>		<u>0</u> <b>Nays</b>
	<b>Henderson</b>	<u>AYE</u>	<b>Turner</b>	<u>AYE</u>		

**APPROVED** by the Mayor of the City of Troy, Illinois, the 7<sup>th</sup> day of November, 2022.

**APPROVED:**

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

**ATTEST:**

  
\_\_\_\_\_  
**Kim Thomas**  
**City Clerk, City of Troy, Illinois**

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

Property Address: 616 Woodland Ct

Resident: Matthew Giacona

Phone Number: 321 961 3224

Email: Matthew.giacona@hotmail.com

Resident: Jennifer Giacona

Phone Number: 321 961 5131

Email: jengiacona@gmail.com

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

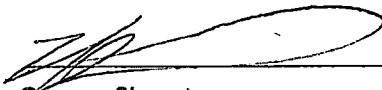
WHEREAS, the City Council of the City did, on the 7<sup>TH</sup> day of NOVEMBER, 2022, hold and conduct a public hearing pursuant to notice and statute at which time any proponents or opponents to the terms of the Agreement for Water Service and Pre-Annexation were heard in such public hearing, and

WHEREAS, at its meeting on the 7<sup>TH</sup> day of NOVEMBER, 2022, the corporate authorities of the City did by vote of 7 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:

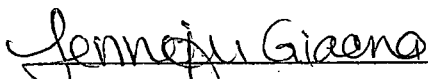
1. That the City of Troy will permit the Petitioners to connect to the water system of the City at the place and at the manner determined by the Water and Sewer SuperIntendent upon payment of the required fee, charges and deposits.
2. That water will be furnished to Petitioners at the rate as may from 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 supercede 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

Matthew Giaccone  
Printed Name

16 Aug 2022  
Date Signed

  
Owner Signature

Jennifer Giaccone  
Printed Name

Aug 16, 2022  
Date Signed

DATED this 7<sup>TH</sup> day of NOVEMBER, 2022.

CITY OF TROY, ILLINOIS:

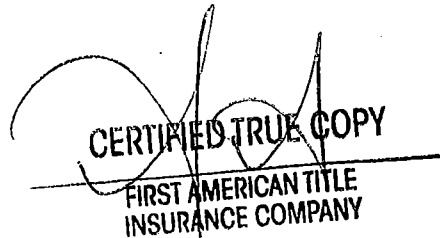
  
Mayor, City of Troy

  
City Clerk, City of Troy

Gateway: 22-1051  
**FIRST AMERICAN TITLE**  
**FILE # 3138190-1 ①**

**Deed Prepared by:**

Mathis, Marifian & Richter, Ltd.  
23 Public Square, Suite 300  
Belleville, IL 62220



**Mail subsequent tax bills to:**

Matthew Giacona and  
Jennifer Marie Giacona  
616 Woodland Court  
Troy, IL 62294

**Return this document to:**

First American Title Insurance Company  
729 Insight Avenue, Suite 100  
O'Fallon, Illinois 62269

**TRUSTEE'S DEED**

THIS INDENTURE, WITNESSETH, that the Grantors, Glenn M. Konieczny and Anita L. Konieczny, Trustees of the Konieczny Living Trust dated July 9, 2019, whose address is 616 Woodland Court, Troy, IL 62294, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEYS and WARRANTS unto Grantees, Matthew Giacona and Jennifer Marie Giacona, a married couple as tenants by the entirety, whose address is 921 Crown Court NE, Rio Rancho, NM 87124, all interest in the following described real estate in the County of Madison, State of Illinois, to wit:

Legal Description: See Exhibit A.

Property Address: 616 Woodland Court Troy, IL 62294

Parcel ID: 09-1-22-15-00-000-009.010

Subject to real estate taxes for the year 2021 and subsequent years; covenants, conditions, restrictions and easements apparent or of record; all applicable zoning laws and ordinances; and excepting oil, gas and other mineral rights excepted or reserved in prior conveyances.

TO HAVE AND TO HOLD the same unto said Grantee and Grantees' heirs and assigns forever. This deed executed pursuant to and in the exercise of the power and authority granted to and vested in said trustees by the terms of said trust agreement above mentioned.

IN WITNESS WHEREOF, the Grantor aforesaid has hereunto set their hand and seal this 8 day of August, 2022.

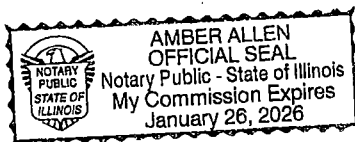
By: Glenn M. Konieczny, Trustee  
Glenn M. Konieczny, Trustee of the Konieczny  
Living Trust dated July 9, 2019

By: Anita L. Konieczny, Trustee  
Anita L. Konieczny, Trustee of the Konieczny  
Living Trust dated July 9, 2019

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF ST. CLAIR    )

I, Amber Allen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that, Glenn M. Konieczny and Anita L. Konieczny, Trustees of the Konieczny Living Trust dated July 9, 2019, personally known to me, whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary acts and deeds for the uses and purposes therein set forth.

GIVEN under my hand and seal this 8 day of August, 2022.



Amber Allen  
Notary Public

**THIS DOCUMENT PREPARED WITHOUT LEGAL CONSULTATION OR TITLE  
EXAMINATION AT THE REQUEST OF THE PARTIES.**

## EXHIBIT "A"

616 Woodland Court, Troy, IL 62294

A tract of land in the Northeast Quarter of Section 15, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, being more particularly described as follows: Commencing at the Southwest corner of the Northeast Quarter of Section 15; thence North 89 degrees 19 minutes East along the South line of said Quarter Section 64.97 feet to an iron pin; thence North along the centerline of a private road as shown by Plat recorded in Plat Book 47 on Page 175, Madison County records 675.00 feet to an iron pin; thence East 1325.00 feet to an iron pin at the point of beginning of the tract herein described; thence continuing East 265.00 feet to an iron pin; thence South 329.00 feet to an iron pin; thence West 265.00 feet to an iron pin; thence North 329.00 feet to the point of beginning, in Madison County, Illinois.

Excepting coal, gas and other mineral rights conveyed, excepted or reserved in prior conveyances.

Situated in the County of Madison and State of Illinois.

Permanent Parcel No.: 09-1-22-15-00-000-009.010





**PETITIONERS MUST FURNISH ALL OF THE FOLLOWING INFORMATION WITH  
THEIR AGREEMENT FOR WATER SERVICE AND ANNEXATION**

- 1) Full names, addresses and phone numbers of **ALL** the 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 payment of the required deposit and completed application for water. In order for water services to be continued Petitioners have until September 4th, 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 services 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 September 4th, 22.

Property Address: 6111 Woodland Ct.

Signed: [Signature]  
(Property Owners)

Dated: 4 Aug 22

Accepted by: [Signature]  
(City of Troy Representative)



# 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 \_\_\_\_\_ 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 20th day  
of October 2022 A.D., and the last in the paper published  
on the 20th day of October 2022 A.D. and said  
the newspaper was regularly published for once a week.

Printer's Fees- \$

## TIMES - TRIBUNE

By Allison Kinney  
Troy, IL October 20 2022 A.D.

**PUBLIC NOTICE**  
A Public Hearing will be held on Monday, November 7th, 2022 at 6:18 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: Matthew and Jennifer Glacona; 616 Woodland Court; Troy, IL 62294 (parcel no 09-1-22-15-00-000-009.010). 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  
10/20C

END OF DOCUMENT