



DocId:8869537

Tx:4593086

Return to:

City Clerk
116 E. Market Street
Troy, Illinois 62294

2023R15035
STATE OF ILLINOIS
MADISON COUNTY
06/09/2023 11:14 AM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 50.00
CO STAMP FEE:
ST STAMP FEE:
FF FEE:
RHSPS FEE:
OF PAGES: 14



5000
CTY

Ordinance No. 2023 - 34

AN ORDINANCE Annexing and Zoning Certain Property

To and in the City of Troy, Madison County, Illinois

*(Namely, 81± acres on Schmalz Road commonly known as Schmalz Road
Subdivision consisting of six adjoining lots and Outlot A)*

Whereas, the City of Troy and CPO Investments, LLC, as owner of record, entered into an Agreement for Water Service and Pre-annexation on June 21, 2021 for the six adjoining lots and Outlot A of the property commonly known as Schmalz Road Subdivision; and

Whereas, a copy of said agreement was recorded with the Madison County Recorder's Office on June 25, 2021 as document 2021R27133 and is incorporated herein by reference; and

Whereas, there are no electors residing on the property currently; and

DR

Whereas, a legal description of the property to be annexed is attached hereto as Exhibit A and the map attached hereto, marked Exhibit B, is an accurate map of said territory so sought to be annexed;

Whereas, in compliance with the laws of the State of Illinois providing therefore, notice was given to the Trustees of the Troy Fire Protection District; the Supervisor, Clerk, Trustees, and Highway Commissioner of Jarvis Township; and the Trustees of the Tri-Township Public Library in the manner provided by statute, and all required notices have heretofore been given as required by law concerning the petition for annexation of this property to the City of Troy;

Whereas, all petitions, documents, and other necessary legal requirements are in full compliance with the statutes of the State of Illinois, specifically, 65 ILCS, para 5/7-1-8.

Now, Therefore, Be It Ordained by The Mayor and The City Council of The City of Troy, Madison County, Illinois As Follows:

SECTION 1: That the following 69± acres on Schmalz Road with PIN 09-1-22-10-00-000-007; 8786 Schmalz Road with PIN 09-2-22-10-00-000-056; 8774 Schmalz Road with PIN 09-2-22-10-00-000-057; 8762 Schmalz Road with PIN 09-2-22-10-00-000-058; 8750 Schmalz Road with PIN 09-2-22-10-00-000-059; 8738 Schmalz Road with PIN 09-2-22-10-00-000-060; and 8726 Schmalz Road with PIN 09-2-22-10-00-000-061 is hereby annexed and made a part of the City of Troy, Illinois, in accordance with the pre-annexation agreement duly filed with the City of Troy, Illinois

SECTION 2: That the described property is hereby established in the zoning classification of "R-1 Single-family Residential." Said classification shall apply to the property described as it has been established and is classified for zoning in the City of Troy, Madison County, Illinois.

SECTION 3: That the map attached hereto marked Exhibit B, and made a part hereof, which is found to be an accurate map of the annexed property, shall be filed of record with this Ordinance.

SECTION 4: That the City Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk a certified copy of this Ordinance,

together with copies of the annexation notice, the affidavit of service of notice, and the exhibits appended to this Ordinance.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

Passed by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this fifth day of June, 2023.

Aldermen:

Dawson AYE

Italiano AYE

Total:

Flint AYE

Knoll AYE

8 Ayes

Hellrung AYE

Manley AYE

0 Nays

Henderson AYE

Turner AYE

0 Abstain


APPROVED:



David Nonn

Mayor

ATTEST:


Kimberly Thomas
City Clerk

MAPS & PLATS

Survey Required
For Recording

Initials AE

Date 06/09/2023

Exhibit A

**NETEMEYER ENGINEERING ASSOCIATES, INC.
REGISTERED STRUCTURAL & PROFESSIONAL ENGINEERING
& LAND SURVEYING**

101 South Page Street
Aviston, Illinois 62216
Telephone: (618) 228-7816 Fax: (618) 228-7900

May 3, 2021

Linda Taake
City of Troy
116 East Market
Troy, Illinois 62294

Re: Preliminary Plat review request
Schmalz Road Subdivision

The developer, CPO Investments, LLC, is requesting the review and approval of the preliminary plat of Schmalz Road Subdivision located south of Schmalz Road and west of the The Manors at Kensington Parque 1st Addition. The property is described as follows:

Part of the Northeast Quarter of Section 10, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Beginning at the Northeast corner of said Northeast 1/4; thence, S.89°03'35"W.(bearing assumed) along the North line of said Northeast 1/4, 1189.11 feet to the Northeast corner of the existing Mike & Cathy Mattea tract as recorded in Deed Book 4521, Page 3706 of the Madison County, Illinois records; thence, S.00°56'25"E. along the East line of said existing Mike & Cathy Mattea tract, 250.00 feet to the Southeast corner of said existing Mike & Cathy Mattea tract; thence, S.89°03'35"W. along the South line of said existing Mike & Cathy Mattea tract, 175.00 feet to the Southwest corner of said existing Mike & Cathy Mattea tract; thence, N.00°56'25"W. along the West line of said existing Mike & Cathy Mattea tract, 250.00 feet to said North line of the Northeast 1/4; thence, along said North line of the Northeast 1/4, S.89°03'35"W., 1369.77 feet, more or less, to the Northwest corner of said Northeast 1/4; thence, S.00°10'36"E. along the West line of said Northeast 1/4, 1329.38 feet, more or less, to the Southwest corner of the Northwest 1/4 of said Northeast 1/4; thence, N.88°41'52"E. collinear with the South line of said Northwest 1/4 of the Northeast 1/4, 2719.55 feet, more or less, to the Southeast corner of the Northeast 1/4 of said Northeast 1/4; thence, N.00°27'41"E., 1312.48 feet to the point of beginning, containing 81.66 acres, more or less.

The property will be developed into single-family residential lots in several phases with the first phase being 6 2-acre residential lots located along the south side of Schmalz Road. Please see attached documents for further information.

Please call if you have questions or need anything further. Thank you.

Sincerely,



Clifford Huelmann, P.E.
I.R.P.E. No. 062-057970

Enclosures

L-Schmalz Road-Prelim-plat-request.doc



8 7 3 5 3 7 2
Tx:4514147

enw
RETURN TO:

**KIM THOMAS
CLERK, CITY OF TROY
116 E. MARKET
TROY, IL 62294**

**2021R27133
STATE OF ILLINOIS
MADISON COUNTY
06/25/2021 10:45 AM
DEBRA D. MING-MENDOZA
CLERK & RECORDER
REC FEE: 50.00
CO STAMP FEE:
ST STAMP FEE:
FF FEE:
RHSPS FEE:
OF PAGES: 3**

CITY OF TROY

ORDINANCE NO. 2021 - 16

50.00 CTY

**AN ORDINANCE OF THE CITY OF TROY, ILLINOIS
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR WATER
SERVICE AND PRE-ANNEXATION WITH CPO INVESTMENTS, LLC
("SCHMALZ ROAD SUBDIVISION")**

**ADOPTED BY THE
CITY COUNCIL OF THE
CITY OF TROY, ILLINOIS
THIS 21st DAY OF June, 2021**

**Published in pamphlet form by the authority of the City Council of the City of Troy,
Madison County, Illinois, this twenty-first day of June, 2021.**

W

ORDINANCE NO. 2021 - 16
AN ORDINANCE OF THE CITY OF TROY, ILLINOIS
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR WATER
SERVICE AND PRE-ANNEXATION WITH CPO INVESTMENTS, LLC
("SCHMALZ ROAD SUBDIVISION")

WHEREAS, both the City and CPO Investments, LLC, believe that it is in the mutual interests of the parties to enter into an Agreement for Water Service & Pre-Annexation in furtherance of the Schmalz Road Subdivision project herein; and

WHEREAS, a copy of said Agreement is attached hereto, marked "Exhibit A," and made a part hereof.

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

- Section 1. That the City Council hereby determines that the preambles hereto are true and correct and are incorporated herein by reference as if fully set forth herein.
- Section 2. The Mayor of the City of Troy, Illinois, is hereby authorized to execute and enter into the attached Agreement for Water Service & Pre-Annexation, and is further authorized to take all actions and sign all documents necessary to fulfill the intent of this Ordinance.
- Section 3. If any section or provision of this Ordinance is declared invalid for any reason, such invalidity shall not affect or impair any of the remaining sections or provisions of this Ordinance which can be given effect without the invalid section or provision, and to this end, the sections and provisions of this Ordinance are declared to be severable.
- Section 4. This Ordinance shall be effective upon its passage, signing and publication as required by law.

PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 21ST day of JUNE, 2021.

Those voting aye: DAWSON, FLINT, HELLRUNG, HENDERSON, ITALIANO,

KNOLL, MANLEY, TURNER

Those voting nay: —

Those absent: —

APPROVED:

By: *Dave Nonn*

DAVE NONN, Mayor
City of Troy, Illinois

ATTEST:

BY: *Kim Thomas*

KIM THOMAS, Clerk
City of Troy, Illinois

(SEAL)



END OF DOCUMENT



8 7 3 5 3 7 3
Tx:4514147

enw
Return to:

City of Troy
Attn: City Clerk
116 E. Market Street
Troy, Illinois 62294

2021R27134
STATE OF ILLINOIS
MADISON COUNTY
06/25/2021 10:45 AM
DEBRA D. MING-MENDOZA
CLERK & RECORDER
REC FEE: 50.00
CO STAMP FEE:
ST STAMP FEE:
FF FEE:
RHSPS FEE:
OF PAGES: 4

50.00 CTY

**THIS PAGE BEING ADDED
FOR RECORDER'S USE ONLY**

AGREEMENT FOR WATER SERVICE & PRE-ANNEXATION
BETWEEN CITY OF TROY, ILLINOIS AND LPO INVESTMENTS, LLC

AGREEMENT FOR WATER SERVICE AND PRE-ANNEXATION
BETWEEN THE CITY OF TROY, ILLINOIS AND CPO INVESTMENTS, LLC
("SCHMALZ ROAD SUBDIVISION")

The Agreement is made this 21ST day of JUNE, 2021, by and between the City of Troy, Illinois, a municipal corporation of the State of Illinois, hereinafter referred to as "City" and property owner CPO Investments, LLC, hereinafter referred to as "Petitioner".

Whereas, Petitioner is the owner of record of all lands within the territory legally described in Exhibit A, which is attached hereto and incorporated herein by reference, which will be subdivided into six (6) adjoining lots and Outlot A, and commonly be known as Schmalz Road Subdivision (the "Property"); and

Whereas, Petitioner is desirous of obtaining water service from the City and further desires to annex the property to the City as soon as the annexation can be legally and practicably accomplished so that Petitioner can obtain the benefit of various City services, including but not limited to police protection, fire protection, public safety services and other valuable municipal services; and

Whereas, the property as described in Exhibit A is not now contiguous to the boundaries of the City, thus precluding an immediate annexation of the property; and

Whereas, the City desires to expand its boundaries through annexation of the property; and

Whereas, Petitioner has requested the City to execute this Agreement for Water Service and Pre-Annexation and Petitioner commits himself to the terms and provisions hereof; and

Whereas, the Mayor and the City Council of the City of Troy, Illinois, have determined that the future annexation of the property would benefit the City and its citizens and be consistent with the long range planning and development goals of the City; and

Whereas, the corporate authorities of the City of Troy, Illinois did, on the 21ST day of JUNE, 2021, 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 or given the opportunity to be heard at such public hearing; and

Whereas, at its meeting on the 21ST day of JUNE, 2021 the corporate authorities of the City of Troy, Illinois, did by a vote of 8 to 0, authorize its appropriate officials to execute this Agreement for Water Service and Pre-Annexation on behalf of the City of Troy, Illinois.

Now therefore, based upon the mutual promises and covenants contained herein and other good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, the City and Petitioner do hereby mutually agree to the following terms and conditions:

ARTICLE I - ANNEXATION

1. At such time in the future as the boundaries of the City become contiguous to the property, the City agrees to annex the property on the terms and conditions set forth in this Agreement.

2. Petitioner has submitted to the City a fully executed Petition for Annexation and agrees that at such time in the future as the boundaries of the City become contiguous to the property, the Petitioner, his successors, heirs or assigns, shall upon written request of the City, annex the Property to the City and shall execute all documents necessary to effect the annexation of the Property. Upon filing of all required documents, the City by its duly authorized representatives, shall thereupon act to effectuate the annexation through ordinance or otherwise, pursuant to the Illinois Municipal Code as amended from time to time, or by any means or methods of annexation then available and authorized by law.

3. Petitioner, his successors, heirs or assigns, agree that at such time as annexation becomes possible, Petitioner, his successors, heirs or assigns, shall be responsible for the preparation of all documents necessary to perfect the annexation including reimbursing the City for reasonable attorneys' fees or engineering costs incurred by the City in connection with the annexation of the Property or in the enforcement of any of the terms of the Annexation Agreement upon a default by the Petitioner. Such payment shall be made promptly upon receipt of a request from the City for such reimbursement with copies of the bills attached.

ARTICLE II - WATER SERVICE

1. The City shall permit the Petitioner, his successors, heirs or assigns, to connect to the City's publicly owned water system at a place and in the manner determined by the City upon payment of the required fees, charges and deposits.

2. The City shall charge the Petitioner, his successors, heirs or assigns, for water service at the rate the City charges to water customers outside the legal boundaries of the City as established from time to time so long as this Agreement remains in effect or until annexation. Once the property is annexed to the City, Petitioner, his successors, heirs or assigns, shall pay for water furnished by the City at the rates for water service furnished to properties inside the legal boundaries of the City as established from time to time, and any and all building permit fees, inspection fees and other fee schedules of the City.

3. The Petitioner, his successors, heirs or assigns, shall provide, install and maintain at his own cost and expense all necessary easements, pipes, and attachments from the point of tap on, and the plans and specifications for all work shall be subject to the approval of, and done to the satisfaction of, the Director of Public Works of the City.

ARTICLE III - MISCELLANEOUS

1. Prior to the sale of a lot, Petitioner, his successors, heirs or assigns, shall provide a copy of this Agreement to the prospective purchaser of the lot together with the covenants and restrictions of the subdivision, if any, and shall make the prospective lot owners aware that the City is not responsible in any way for the repair or maintenance of the street(s), road(s), lanes(s), non-dedicated right-of-way(s) or other private property, if existing, on the property.


2. This Agreement shall be binding on inure to the benefit of the parties hereto, successors, and owners of record of land that is the subject to this Agreement, assignees, lessees and any successor municipal authorities of the City and successor municipalities for a period of twenty (20) years from the date of execution hereof and any extended time it may be agreed to by amendments.

3. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties hereto by any appropriate action at law or equity to secure the performance of the covenants herein contained.

4. This Agreement shall constitute a covenant running with the land and shall supersede all previous contracts, agreements or understanding between Petitioner and the City relative to water supply and annexation of Petitioner's property. Upon execution of this Agreement, a copy of this Agreement shall be filed in the Office of the Recorder of Deeds, Madison County, Illinois and shall 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 undersigns, heirs, agents, assignees, transferees, grantees and successors.

Dated this 21ST day of JUNE, 2021.

City of Troy

By: 
David Nonn, Mayor

Owner/Petitioner

By: 
Cade Osborn, CPO Investments, LLC

City Clerk:


Kimberly Thomas, City Clerk

Recorded in the Office of the Madison County Recorder of Deeds in Book _____, Page _____,
on the _____ day of _____, 2021.



END OF DOCUMENT

Page 3

RETURN TO:

CITY OF TROY
Building & Zoning Dept.
116 E. Market St.
Troy, Illinois 62294

Affidavit of Service of Notice

I, Andrea D. Lambert, hereby state as follows:

1. I am the Building and Zoning Administrative Clerk, and I am competent to testify to the matters set forth herein, all of which are based upon my personal knowledge.
2. Per 65 ILCS 5/7-1-1, this shall serve as an Affidavit of Service of Notice that I duly provided notice of proposed **ORDINANCE NO 2023- 34** – **An Ordinance Annexing and Zoning Certain Territory To and In the City of Troy, Madison County, Illinois (Namely 81 ± acres on Schmalz Road commonly known as Schmalz Road Subdivision consisting of six adjoining lots and Outlot A)** and public meeting date for adoption thereon to the following, via Certified Mail, Return Receipt Requested, and First Class U.S. Mail on the 3rd day of May, 2023:

Dennis Ashcraft
Tri-Township Library
2623 Staunton Road
Troy, Illinois 62294

Andrea May
Jarvis Township Supervisor
10 Sandstone Court
Troy, Illinois 62294

Kevin Byrne
Trustee – TFPD
26 Lake Dr.
Troy, Illinois 62294

Michelle Erschen
Tri-Township Library
903 Long Branch Road
Troy, Illinois 62294

Alan Dunstan
Jarvis Township Clerk
1101 Antler Drive
Troy, Illinois 62294

Ryan Cunningham
Trustee – TFPD
112 Reagan Dr.
Troy, Illinois 62294

Maryellen Akridge
Tri-Township Library
43 Lake Drive
Troy, Illinois 62294

Jessica Dudley
Jarvis Township Assessor
506 Lower Marine Road
Troy, Illinois 62294

Michael Cushing
Trustee – TFPD
27 Stonebrooke
Troy, Illinois 62294

Twyla Juehne
Tri-Township Library
1031 Bauer Rd
Troy, Illinois 62294

Dale Grapperhaus
Township Highway Commissioner
7948 W. Kirsch Road
Troy, Illinois 62294

Steve Lynn
Trustee – TFPD
8383 Mill Hill Lane
Troy, Illinois 62294

Dawn Henry
Tri-Township Library
256 Fairington Drive
Troy, Illinois 62294

Scott Wiesehan
Jarvis Township Trustee
1129 Troy O'Fallon Road
Troy, Illinois 62294

Fred Patterson
Trustee – TFPD
127 Pebblebrooke
Troy, Illinois 62294

Kathy Scheller
Tri-Township Library
600 Woodland Hills
Troy, Illinois 62294

Jason Helldoerfer
Jarvis Township Trustee
132 Blackjack Road
Troy, Illinois 62294

Troy Post Office
Attn: Postmaster
515 Edwardsville Road
Troy, Illinois 62294

Elizabeth Compton
10 Autumn Oaks
Troy, Illinois 62294

Nathan Hovatter
Jarvis Township Trustee
409 Avalon
Troy, Illinois 62294

Member Records Clerk
Southwestern Electric Cooperative
525 US Route 40
Greenville, Illinois 62246

Madison County Election Authorities
Madison County Clerk
157 N. Main Street
Edwardsville, Illinois 62025

Monica Hartlein
Jarvis Township Trustee
2069 Grandview
St. Jacob, Illinois 62281

Ameren Services Company
Attn: Tax Compliance
PO Box 66149, MC 212
St. Louis, Missouri 63166

Kirk Brown
IDOT District #8
1102 Eastport Plaza Drive
Collinsville, IL 62234

3. I declare under penalty of perjury that the foregoing is true and correct.

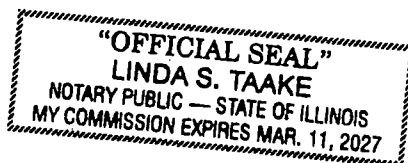
Andrea D. Lambert
Andrea D. Lambert

5-3-23
Date

SUBSCRIBED and SWORN to before me this 3rd day of May, 2023.

My commission expires: 3/11/27

Linda S. Taafe



Notary Seal

END OF DOCUMENT

Page 2 of 2