

CITY OF LEROY
COUNTY OF MC LEAN
STATE OF ILLINOIS

ORDINANCE NO. 754

AN ORDINANCE PROVIDING FOR COST SHARING OF CERTAIN
EXPENSES FOR THE INSTALLATION OF WATER AND SEWER
LINES ALONG A PORTION OF WEST GREEN STREET IN
THE CITY OF LEROY, MC LEAN COUNTY, ILLINOIS

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY
THIS 20th DAY OF October, 1997

PRESENTED: October 20, 1997

PASSED: October 20, 1997

APPROVED: October 20, 1997

RECORDED: October 20, 1997

PUBLISHED: October 20, 1997


In Pamphlet Form

Voting "Aye" 6

Voting "Nay" 0

The undersigned being the duly qualified and City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

(SEAL)


City Clerk of the City of
LeRoy, McLean County, Illinois

Dated: October 20, 1997.

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LINES ALONG A PORTION OF WEST GREEN STREET IN
THE CITY OF LEROY, MC LEAN COUNTY, ILLINOIS

WHEREAS, the Mayor and City Council of the City of LeRoy ("City"), McLean County, Illinois, an Illinois municipal corporation, have determined that it is in the best interest of the City and its residents to enter into an arrangement for cost sharing of the installation of certain improvements to the City water distribution system and to the City sewage collection system, and in connection with said cost sharing arrangement to provide for the reimbursement of certain portions of such expenses to the private party designated hereafter,

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of LeRoy, Illinois, in lawful meeting assembled, as follows:

Section 1. John Schraufnagel and Chrislynn Schraufnagel, husband and wife, have contracted to purchase the real estate described hereinafter and to have a single-family dwelling structure constructed thereon. In order to obtain water and sewage services to the property hereinafter described, it will be necessary to extend the City water distribution system and the City sewage collection system a significant distance, as to each, in order to make such systems available to be connected to the real estate hereinafter described. The City Council of the City of LeRoy and John Schraufnagel and Chrislynn Schraufnagel have agreed, as of October 6, 1997, to share the cost of installation of the sewer collection and water distribution systems, with John Schraufnagel and Chrislynn Schraufnagel paying one-half (1/2) of the actual cost of such installation and the City of LeRoy to pay one-half (1/2) of the actual cost of the aforesaid systems installation. At this time the parties estimate it will cost approximately \$5,000 to make the necessary sewer improvements and approximately \$3,000 to make the necessary water distribution system improvements. Whatever expense is required in order to make such improvements, the parties have agreed that each shall pay one-half (1/2) and that until such time as John Schraufnagel and Chrislynn Schraufnagel have paid their respective portion of each of said expenses, water service and sewer service will not be finally turned on to the subject premises.

Section 2. The water distribution system and sewage collection system improvements contemplated to be made shall be located generally along West Green Street in the City of LeRoy, west of Allen Street and east of Hemlock Street, and along one or both sides of Green Street in the aforesaid location.

Section 3. The premises to which the aforesaid water and sewer services are being extended, and which are now owned or have been contracted to be purchased by John Schraufnagel and Chrislynn Schraufnagel, are described as follows:

Lots ~~X~~5, 6 and 7, all in Block 73, in Conkling's Addition to the City of LeRoy, McLean County, Illinois

Section 4. The City of LeRoy and John Schraufnagel and Chrislynn Schraufnagel have also agreed that it is possible additional existing homes or future house sites located on either side of West Green Street between Allen Street and Hemlock Street might be, and are capable of being, connected to either or both systems (water distribution and sewage collection). In view of that possibility, John Schraufnagel and Chrislynn Schraufnagel and the City Council of the City of LeRoy have agreed that at any time within twenty (20) years from the date of this Ordinance that any home shall first be connected to the improvements contemplated by this Ordinance to be constructed, as previously described herein, the property owner shall first be required to reimburse City for one-fifth (1/5) of the cost of installing the system or systems (depending on whether one or both systems are being connected to the aforesaid home) before the system(s) shall be turned on as to the connection to said property. "Costs of installing the system improvements" shall be construed to mean the total expense incurred by the City and by John Schraufnagel and Chrislynn Schraufnagel to install the aforesaid system(s) improvements. Upon receipt of said reimbursement of expenses, City shall promptly pay over to John Schraufnagel and Chrislynn Schraufnagel one-half (1/2) of the one-fifth (1/5) of the sewer construction cost reimbursement, or of the water system construction cost reimbursement, or both, as the case may be.

Section 5. By passage of this Ordinance it is the intent of the City Council of the City of LeRoy, McLean County, Illinois, to enter into a binding contract with John Schraufnagel and Chrislynn Schraufnagel providing for the payment by John and Chrislynn Schraufnagel of certain water system and sewer system improvements, and providing for the reimbursement to John Schraufnagel and Chrislynn Schraufnagel for their portion of the cost of certain of the improvements as aforesaid. Therefore, it is the intent of the City Council that, upon passage and approval of this Ordinance, the same shall also be considered a contract binding upon the City of LeRoy and upon John Schraufnagel and Chrislynn Schraufnagel by John Schraufnagel and

Chrislynn Schraufnagel consenting in writing to be bound by the provisions of this ordinance in accordance with an instrument in the form as set forth in Exhibit A attached to this ordinance and incorporated herein by reference.

Section 6. All ordinances, or parts thereof, and all resolutions, or parts thereof, in conflict with this ordinance shall be and the same are hereby repealed to the extent of such conflict, and this ordinance shall be in full force and effect as set forth hereafter.

Section 7. Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or any liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 6 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 8. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED by the City Council of the City of LeRoy, Illinois, upon the motion by Dawn Thompson
....., seconded by Dick Oliver by roll
call vote on the 20th day of October, 1997, as follows:

Aldermen elected 6 Aldermen present 6

VOTING AYE:

Ryan Miles, Ron Litherland, Dave McClelland, W.H. Weber, Dawn Thompson, Dick
.....
(full names)

Oliver.
VOTING NAY:

None

.....
(full names)

ABSENT, ABSTAIN, OTHER:

None

.....
(full names)

and deposited and filed in the office of the City Clerk in said municipality on the 20th day of
October, 1997.

Sue Marcum

Sue Marcum, City Clerk of the City of LeRoy,
McLean County, Illinois

APPROVED BY the Mayor of the City of LeRoy, Illinois, this 20th day of

October, 1997.

Robert Rice

Robert Rice, Mayor of the City of LeRoy, McLean
County, Illinois

ATTEST: (SEAL)

Sue Marcum

Sue Marcum, City Clerk,
City of LeRoy, McLean County, Illinois

**AGREEMENT FOR SHARING OF COSTS FOR IMPROVEMENTS
TO CITY OF LE ROY WATER DISTRIBUTION SYSTEM AND FOR
SHARING OF COSTS TO CITY OF LE ROY SEWAGE COLLECTION
SYSTEM, AND FOR REIMBURSEMENT OF CERTAIN COSTS, ALL
AS PROVIDED IN ORDINANCE 754 OF THE CITY OF LE ROY,
MC LEAN COUNTY, ILLINOIS**

The City of LeRoy, McLean County, Illinois, hereinafter referred to as "CITY", and John Schraufnagel and Chrislynn Schraufnagel, husband and wife, hereinafter referred to as "SCHRAUFNAGEL," enter into this agreement this 20th day of October, 1997, said agreement being set forth hereafter:

Recitals

- A. The CITY passed and approved Ordinance 754, on October 20, 1997.
- B. By the terms of the aforesaid Ordinance 754, the CITY intended to provide for the sharing of costs between CITY and SCHRAUFNAGEL for the extension and improvement to the City water distribution system and the City sewage collection system enabling said system to be extended in order to provide water and sewage services to the premises located on Lots ~~X~~ 5, 6 and 7, all in Block 73, in Conkling's Addition to the City of LeRoy, McLean County, Illinois.
- C. In accordance with the aforesaid Ordinance, it is the intention of the parties hereto to be bound by the terms of said Ordinance and this Agreement.

Covenants

1. The foregoing Recitals are made a part of these Covenants. To the best of the knowledge of each of the parties hereto, the foregoing Covenants are correct.
2. The undersigned hereby each agree to be bound by the provisions as set forth in Ordinance 754 of the CITY, the same as if such provisions, being specifically those provisions set forth in Sections 1 thru 5, all of said Ordinance, were set forth at this point of this instrument verbatim.
3. SCHRAUFNAGEL agree that should they ever sell the property within the time period of twenty (20) years from the date of passage of the aforesaid Ordinance that they shall either assign, by a proper written instrument, a copy of which shall be delivered to CITY and its receipt obtained for the delivery of said documents, all their right title and interest in and to this Agreement to their successors in interest or they shall keep CITY advised from time to time of any

change of address during said twenty (20) year period. Further, the parties hereto agree that the payments that may be due SCHRAUFNAGEL from time to time, shall be considered owned in joint tenancy by SCHRAUFNAGEL. Further, should either John Schraufnagel or Chrislynn Schraufnagel die before the end of the twenty (20) years, as aforesaid, or should either of them become adjudicated a disabled adult or incompetent person, or should their marriage be dissolved before the end of the aforesaid twenty (20) years, CITY shall be under no obligation to divide the payments to SCHRAUFNAGEL in any amount whatsoever, unless CITY has been directed by a proper written instrument signed by both John Schraufnagel and Chrislynn Schraufnagel, or their respective executor, administrator, heirs, legal guardian, or other proper representative, directing CITY as to the proper division and disposition of any payment then due SCHRAUFNAGEL.

4. Should either CITY or SCHRAUFNAGEL be required to incur attorney's fees, costs, and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this Agreement, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs and expenses (including expenses of litigation) incurred by such party.

5. This Agreement represents the entire arrangement of the parties. Any prior written or oral agreements of the parties regarding the transaction that is the subject of this Agreement merge with and are superseded by this Agreement.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals to several counterparts of this Agreement, of equal effect.

CITY OF LE ROY

By: _____

Robert Rice
Robert Rice, Mayor

John Schraufnagel
John Schraufnagel

Chrislynn Schraufnagel
Chrislynn Schraufnagel

CERTIFICATE

I, Sue Marcum, certify that I am the duly appointed and acting municipal clerk of the City of LeRoy, of McLean County, Illinois.

I further certify that on October 20, 1997, the Corporate Authorities of such municipality passed and approved Ordinance No. 754, entitled:

AN ORDINANCE PROVIDING FOR COST SHARING OF CERTAIN
EXPENSES FOR THE INSTALLATION OF WATER AND SEWER
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which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 754, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on October 20, 1997, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 20th day of October, 1997.

(SEAL)


Municipal Clerk

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

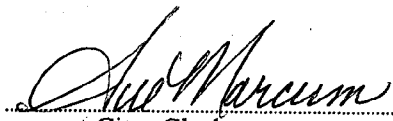
I, Sue Marcum, do hereby certify that I am the duly qualified and acting City Clerk of the City of LeRoy, McLean County, Illinois, and as such acting City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

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THE CITY OF LEROY, MC LEAN COUNTY, ILLINOIS.

I do further certify said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 20th day of October, 1997, and prior to the making of this certificate the said ordinance was spread at length upon the permanent records of said City where it now appears and remains as a faithful record of said ordinance in the record books.

Dated this 20th day of October, 1997.


.....
City Clerk

(SEAL)