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OK

ORDINANCE NO. 580

**AN ORDINANCE APPROVING AGREEMENT WITH MCLEAN COUNTY  
REGIONAL PLANNING COMMISSION TO ASSIST THE CITY OF LEROY IN  
PREPARING A COMPREHENSIVE REGIONAL PLAN**

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY THIS 16th  
DAY OF January, 1995.

PRESENTED: January 16, 1995

PASSED: January 16, 1995

APPROVED: January 16, 1995

RECORDED: January 16, 1995

PUBLISHED: January 16, 1995

In Pamphlet Form

Voting "Aye" 5

Voting "Nay" 0

The undersigned being the duly qualified and acting 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)

X Jeanita Hagley  
City Clerk of the City of LeRoy,  
McLean County, Illinois

Dated: January 16, 1995.

**AN ORDINANCE APPROVING AGREEMENT WITH MCLEAN COUNTY REGIONAL PLANNING COMMISSION TO ASSIST THE CITY OF LEROY IN PREPARING A COMPREHENSIVE REGIONAL PLAN**

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, find that it will be of benefit to the City of LeRoy to obtain technical assistance from the McLean County Regional Planning Commission to assist the City in preparing a comprehensive regional plan, and

WHEREAS, the McLean County Regional Planning Commission has proposed to enter into an agreement with the City to provide planning services,

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

Section 1. The aforementioned "agreement", a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, is hereby approved and considered effective as of January 12, 1995.

Section 2. The Mayor and City Clerk of the City of LeRoy are hereby directed and authorized to execute the original agreement, conforming with the copy attached hereto, and several copies as may reasonably be required, retaining a signed copy of the contract for the City.

Section 3. 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

David McClelland, seconded by Randy Zimmerman

\_\_\_\_\_, by roll call vote on the 16th day of January, 1995, as follows:

Aldermen elected 6 Aldermen present 5

**VOTING AYE:**

Randy Zimmerman, Robert D. Johnson, Ronnie Litherland, Patrick Beaty  
(full names) David McClelland

**VOTING NAY:**

None  
(full names)

**ABSENT, ABSTAIN, OTHER:**

Lois Parkin absent  
(full names)

and deposited and filed in the office of the City Clerk in said municipality on the 16th day of  
January, 1995.

X Juanita Dagley  
Juanita Dagley, City Clerk of the City of LeRoy,  
McLean County, Illinois

**APPROVED BY** the Mayor of the City of LeRoy, Illinois, this 16th day of  
January, 1995.

X Jerry C. Davis  
Jerry C. Davis, Mayor of the City of LeRoy,  
McLean County, Illinois

ATTEST: (SEAL)

X Juanita Dagley  
Juanita Dagley, City Clerk, City of LeRoy,  
McLean County, Illinois

## PLANNING SERVICES AGREEMENT

This Agreement is entered into by and between the City of LeRoy (hereinafter referred to as the "City") and the McLean County Regional Planning Commission (hereinafter referred to as the "Commission") for technical planning services.

WHEREAS, the City is a unit of local government with authority pursuant to the Illinois Constitution to enter into agreements with other units of local government, and agencies of said units, and

WHEREAS, The Commission, an agency of the McLean County Government, is authorized to enter into contracts with other units of local government, and

WHEREAS, the City desires to engage the services of the Commission in order to prepare a comprehensive plan for the City, and

WHEREAS, The Commission is willing and able to provide the services and produce a comprehensive plan for the City.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The Commission agrees to produce a Comprehensive Plan for the City, which will include, but not be limited to the following elements:

- A. Inventory and analysis of the following community development components:
    - 1) Land use;
    - 2) Street system;
    - 3) Recreation and educational facilities;
    - 4) Water and sewer systems; and
    - 5) Other Community facilities.
  - B. Forecast need for change in the provision of facilities (items 1 through 5 in paragraph 1. A. above) necessary to support growth to the year 2015.
  - C. Land use and street plan.
  - D. Recreation and open space plan.
  - E. An analysis of existing plans for water and sewer system changes.
  - F. A discussion of plan implementation techniques, including a review and comment concerning the provisions of the existing Zoning Ordinance and Subdivision Regulations.
2. The Commission shall make available 50 copies of the plan.
  3. The Commission shall assist the City in holding public hearings to receive citizen input regarding the plan.
  4. It is estimated that the cost of the preparation of the Plan will be \$10,134.00. As a function of the regional planning effort, the Commission will absorb 20% of this cost; therefore, the Village agrees to reimburse the Commission for actual costs in an amount not to exceed \$ 8,107.00 which is 80% of the estimated cost.

The City will reimburse the Commission in accordance with the following schedule:

- A. TWO THOUSAND , TWENTY-SIX DOLLARS AND SEVENTY-FIVE CENTS (\$2,026.75) upon execution of the agreement;
  - B. FOUR THOUSAND, FIFTY-THREE DOLLARS AND FIFTY CENTS (\$4,053.50) upon completion of the preliminary draft of the plan and
  - C. TWO THOUSAND, TWENTY-SIX DOLLARS AND SEVENTY-FIVE CENTS (\$2,026.75) upon completion of the public hearings and delivery of the Plan to the City..
5. This agreement may be terminated upon thirty days written notice by either party. The City agrees to reimburse the Commission for work performed on the plan through the date of termination. Such reimbursement should be paid to the Commission within 30 days of an invoice to the City.
6. It is understood that it is the intent of the Commission to complete the Plan by September 1, 1995.
7. This agreement may be amended by the mutual consent of the City and the Commission.

Entered into:

City of LeRoy

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

McLean County Regional Planning Commission

Walter J. McHenry  
Chairman

12/21/94  
Date

ATTEST:

John L. [Signature]  
Secretary

12/29/94  
Date

**CERTIFICATE**

I, Juanita Dagley, certify that I am the duly elected and acting municipal clerk of the City of LeRoy, of McLean County, Illinois.

I further certify that on January 16, 1995, the Corporate Authorities of such municipality passed and approved Ordinance No. 580, entitled:

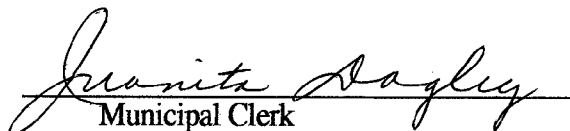
**AN ORDINANCE APPROVING AGREEMENT WITH MCLEAN COUNTY REGIONAL PLANNING COMMISSION TO ASSIST THE CITY OF LEROY IN PREPARING A COMPREHENSIVE REGIONAL PLAN,**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 580, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on January 16, 1995, 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 \_\_\_\_\_ day of January 16, 1995

(SEAL)

  
Municipal Clerk

STATE OF ILLINOIS        )  
                                  ) SS:  
COUNTY OF McLEAN        )

I, Juanita Dagley, do hereby certify that I am the duly qualified and acting City Clerk of the City of LeRoy, McLean County, Illinois, and as such 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:

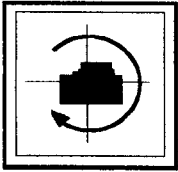
**AN ORDINANCE APPROVING AGREEMENT WITH MCLEAN COUNTY REGIONAL PLANNING COMMISSION TO ASSIST THE CITY OF LEROY IN PREPARING A COMPREHENSIVE REGIONAL PLAN.**

I do further certify said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the \_\_\_\_ day of \_\_\_\_\_, 1995, 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 \_\_\_\_\_ day of \_\_\_\_\_, 1995.

X \_\_\_\_\_  
                                  City Clerk

(SEAL)



**MCLEAN COUNTY REGIONAL PLANNING**  
211 WEST JEFFERSON STREET • BLOOMINGTON, ILLINOIS 61701 • PHONE: 309-821

*Original letter  
& contracts to  
be signed*

December 28, 1994

The Honorable Jerry C. Davis, Mayor  
City of LeRoy  
602 E. Center  
LeRoy, IL 61752

Re: Planning Service Agreement for LeRoy

Dear Jerry,

In talking with Ron Wesbecher, he informed me that that the LeRoy City Council had authorized the execution of a service agreement with the Regional Planning Commission for technical assistance in the preparation of a community plan for the City.

Accordingly, I have enclosed two copies of the subject agreement signed by the Chairman and Vice Chairman of the Commission. If the agreement meets with the City's approval, please sign both copies and return one to this office for our files. If you have any questions, please feel free to contact me.

We look forward to working with the City on this important project to plan its future.

Sincerely,

Paul E. Russell, AICP  
Director

PER:dgam

Enclosure



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7. This agreement may be amended by the mutual consent of the City and the Commission.

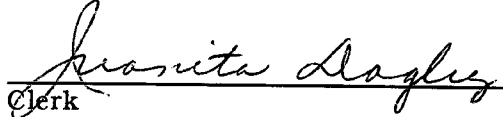
Entered into:

City of LeRoy

  
\_\_\_\_\_  
Mayor

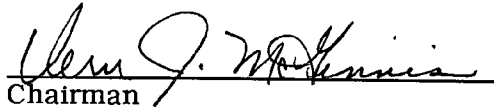
1-16-95  
Date

ATTEST:

  
\_\_\_\_\_  
Clerk

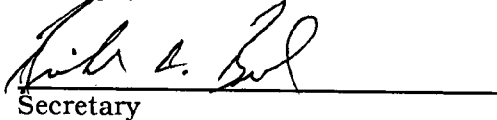
1-18-95  
Date

McLean County Regional Planning Commission

  
\_\_\_\_\_  
Chairman

12/21/94  
Date

ATTEST:

  
\_\_\_\_\_  
Secretary

12/29/94  
Date