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CITY OF LeROY

ILLINOIS

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ORDINANCE NO. 195.

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ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF LeROY

THIS 6TH DAY OF FEBRUARY, 19 84.

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Published in pamphlet form by authority of the  
City Council of the City of LeRoy, McLean County,  
Illinois, this 7th day of February,

19 84.

ORDINANCE NO. 195

AN ORDINANCE APPROVING AN AGREEMENT TO BE ENTERED INTO BETWEEN THE CITY OF LeROY, ILLINOIS, AND PHILLIP FLOYD, DATED FEBRUARY 6, 1984.

Whereas, Phillip Floyd, owner of residential property located at 1012 North West Street, LeRoy, Illinois, is desirous of connecting to the sewer system of the City of LeRoy; and

Whereas, the City of LeRoy desires to extend its sewer system in a northerly direction along the east right-of-way of West Street in LeRoy, Illinois, in order to enable the aforesaid Phillip Floyd to connect to said sewer system,

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

Section 1. That the Mayor and City Clerk are hereby directed to execute the original and one copy of the Agreement attached hereto as Exhibit 1 on behalf of the City of LeRoy and to return one executed copy to Phillip Floyd.

Section 2. That this ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as required by law.

PASSED BY the Mayor and City Council of the City of LeRoy, Illinois, on the 6th day of February, 1984.

Aldermen elected 6  
Aldermen present 6

AYES Patrick Derby, Michael Hanafin, Jon Winston, Michael Hillard

David King

NAYES Gary Bulta

Juanita Dagley  
Juanita Dagley, City Clerk of the  
City of LeRoy, Illinois

Approved by the Mayor of the City of LeRoy, Illinois, this 6th day of  
February, 1984.

Jack W. Moss  
Jack W. Moss, Mayor of the City of  
LeRoy, Illinois

ATTEST:

(Seal)

Juanita Dagley  
Juanita Dagley, City Clerk of the  
City of LeRoy, Illinois

AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1984 by and between the City of LeRoy, an Illinois municipal corporation, in McLean County, Illinois, hereinafter referred to as "CITY", and PHILLIP FLOYD, of 1012 North West Street, LeRoy, Illinois 61752, hereinafter referred to as "FLOYD".

Recitals

A. FLOYD is the owner of real estate commonly known as 1012 North West Street, LeRoy, Illinois, which real estate is described as:

Part of Lot 2 of the Subdivision of the E 1/2 of the  
SE 1/4 of Sec. 17, T22N, R4E, McLean County, Illinois.

Said real estate is improved with a single family dwelling. And FLOYD resides in said dwelling along with his family.

B. CITY has an underground sewer system, which system is capable of being extended in a northerly direction to a point nearer the previously described real estate, in order to enable FLOYD to connect his residential building drains to said sewer system.

C. FLOYD is desirous of having CITY extend its sewer system closer to his residential premises and is desirous of connecting to said system once it has been extended to the point agreed upon in this Agreement.

D. Both parties acknowledge to the other that CITY is extending its sewer line system nearer to FLOYD's residential premises only because of FLOYD's request that CITY do so, and not as the result of any action deemed by CITY necessary or appropriate for the proper use of its sewer system.

Covenants

1. The foregoing Recitals are made a part of this Agreement.
2. In consideration of FLOYD's promise to connect to CITY's sewer system upon completion of the extension herein provided for, and in consideration of FLOYD's other promises and undertakings herein set forth, CITY does hereby agree to extend CITY's sewer main located along the east side of West Street, and presently ending at a point south of the south boundary of FLOYD's residential premises previously described, north along the east side of the blacktopped portion of West Street, in the City of LeRoy, McLean County, Illinois, to a point approximately 40' north of the south property line of FLOYD's residential premises as previously described. Said sewer line will terminate at a manhole to be located approximately 5' east of the east edge of the blacktopped portion of West Street, in LeRoy, Illinois. CITY will, at its expense, construct the aforesaid sewer line extension and manhole.
3. Said construction work shall be let out for bids by the City Council and the bid will be let to the lowest responsible bidder in accordance with the ordinances of the City of LeRoy, and the laws of the State of Illinois. CITY is not obligated to extend the aforesaid sewer line if the City Council deems the bids submitted for said construction project to be in excess of a reasonable cost for such work. In the event that no bid is accepted for such construction work by May 1, 1984, this Agreement is voidable upon written notice declaring said Agreement to be void by either party given to the other as hereinafter set forth.
4. In consideration of CITY's agreement to extend the aforesaid sewer line, and to construct said sewer line and the manhole at the termination of said sewer line at CITY's expense, FLOYD hereby agrees to connect his building drain and building sewer line to the aforesaid CITY's sewer main, when extended, at the aforesaid manhole location, and to pay the expense of constructing his building sewer line from the outlet of his house to the manhole, and the expense of connecting to the manhole, as well as the expense of boring under the pavement on West Street. CITY agrees that the City Engineer will obtain at an appropriate time the necessary county highway permit or authorization to permit the construction work to cross through the county highway right-of-way along West Street, and to permit the bore under the paved portion of West Street, which street, at the point where said bore will be made, is a county highway and maintained by the McLean County Highway Department.

*Exhibit 1*

5. In the event that FLOYD does not complete construction of the building sewer line from his house to the aforesaid manhole and complete the connection of said building sewer line to the aforesaid manhole within sixty (60) days from the date the City Engineer notifies him in writing that the CITY sewer main and manhole are available for connection then FLOYD agrees to reimburse CITY within thirty (30) days after demand for said reimbursement, made upon him in accordance with the provisions for notice set forth hereinafter, all actual construction costs incurred by CITY in extending the aforesaid sewer main and constructing the aforesaid manhole. The parties hereto agree that FLOYD's liability for said actual construction costs shall be not in excess of Six Thousand Five Hundred Dollars (\$6,500.00), and shall terminate promptly upon his connection to the aforesaid manhole and sewer line.

6. FLOYD acknowledges and agrees that upon connection of his building sewer line to the City's sewer system he shall be liable for sewer user charges from time to time in accordance with the applicable City sewer use ordinances, and that he shall be in all other respects bound to obey and comply with all other City ordinances and State laws regarding the use of said sewer system.

7. All construction work done by FLOYD, his agents, employees or independent contractors, within the right-of-way of West Street and in connecting to the aforesaid manhole shall be done in accordance with all applicable State, County and the City of LeRoy laws regarding such construction projects, and shall be done in such manner as may be required by the City Engineer.

8. FLOYD will save and hold CITY harmless from all claims, causes and actions, and suits, damages or demands whatsoever in law and in equity which may arise out of, or as a consequence of the negligence of FLOYD, his authorized agents, servants, employees or independent contractors in constructing the aforesaid building sewer line and connecting the same to the aforesaid City sewer system and manhole.

9. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement, their respective heirs, executors, administrators, legal representatives, assigns and successors in interest.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or have caused this instrument to be executed by the proper officers duly authorized to execute the same effective the day and year first written above.

CITY OF LeROY,  
McLean County, Illinois  
an Illinois municipal corporation

By Jack W. Moss  
Jack W. Moss,  
Mayor of the City of LeRoy, Illinois

\_\_\_\_\_  
Phillip Floyd (SEAL)

Attest:

(Seal)

\_\_\_\_\_  
Juanita Dagley, City Clerk of the  
City of LeRoy, Illinois



CERTIFICATE

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

I further certify that on February 6, 19 84, the Corporate Authorities of such municipality passed and approved Ordinance No. 195, entitled:

AN ORDINANCE APPROVING AN AGREEMENT TO BE ENTERED INTO  
BETWEEN THE CITY OF LeROY, ILLINOIS, AND PHILLIP FLOYD,  
DATED FEBRUARY 6, 1984;

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

The pamphlet form of Ordinance No. 195, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on February 7, 19 84, 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 7th day of February, 19 84.

(seal)

  
\_\_\_\_\_  
Municipal Clerk