



**City of Wilmington
Planning & Zoning Commission
Thursday, May 2, 2019 at 5:00 p.m.**

Location & Time

Council Chamber
Wilmington City Hall
1165 S. Water Street
5:00 p.m. 05/02/19

**Planning & Zoning
Commission Members**

Bryan Humphries, Chairman
Larry Clennon
Jonathan Jones
Ken Kulpa
Chris Smith
John Tryner
Gina Wysocki

Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Review and Approve the February 7, 2019 Meeting Minutes
5. Public Hearing
 Petitioner: Tyler Issert
 Location: Kahler Road & Chesson Court
 [PIN 09-18-31-300-023-0010 & 09-18-31-300-023-0020]
 Request: Annex into the municipal corporate limits and for re-zoning pro located on Kahler Road and Chesson Court to an A1-Agricultural classification subject to a variance in lot size from 10 acres to 6.91 acres and for a variance for an accessory structure to be constructed prior to a single-family residence
6. Commissioners Review/Approval/Recommendation of Request from Petitioner Tyler Issert
 [PIN 09-18-31-300-023-0010 & 09-18-31-300-023-0020]
7. Public Comment
 (State your full name clearly; limit 5 minutes each per Ordinance 17-10-17-05)
8. Adjournment

DRAFT

**Minutes to the City of Wilmington
Planning and Zoning Commission Meeting**
Wilmington City Hall
1165 South Water Street
Thursday, February 7, 2019 at 5:00 PM

Call to Order

The February 7, 2019 meeting of the Wilmington Planning & Zoning Commission was called to order at 5:14 p.m. by Chairman Bryan Humphries in the Council Chambers of the Wilmington City Hall.

Roll Call

Upon Roll Call by the Clerk the following members answered “Here” or “Present”:

Commissioners Humphries, Jones, Kulpa, Wysocki, Tryner, Jones arrived at 5:29 pm.

Commissioner’s Absent

Clennon, Smith

Quorum

There being a sufficient number of members of the corporate authorities in attendance to constitute a quorum, the meeting was declared in order.

Other Officials in Attendance

Also in attendance were the City Administrator Joie Ziller, City Engineer & Planner Rodney Tonelli

Approval of Minutes

Commissioner Kulpa made a motion and Commissioner Wysocki seconded to approve the December 6, 2018 Planning & Zoning meeting minutes as written and have them placed on file after amendment is made

Upon roll call, the vote was:

AYES: 4 Humphries, Kulpa, Wysocki, Tryner

NAYS: 0

ABSENT: 3 Clennon, Smith, Jones

Commissioners Review/Approval/Recommendation

Commissioner Tryner made a motion and Commissioner Kulpa seconded to approve the site plan for the VFW Post 5422, subject to the condition from City Staff and compliance with the six conditions in the City’s memo.

Commissioner Jones arrived for the meeting at 5:29 PM.

DRAFT

City Planner Rodney Tonelli reviews the site plan with the Commissioners. Thru the help of their consultants, the VFW Post 5422, has come up with a site plan. The new site plan shows the building is at just over 5,800 square feet and will now have over 64 parking spots. Attached is the Site Improvement Plans submitted by Chamlin & Associates, Inc. Permits need to be put in place before the building can start to be built. A man brings up three parking stalls, in the front parking lot, that slightly hang over into the third street right-o-way. The building will have sprinklers.

Upon roll call, the vote was:

AYES: 4 Humphries, Kulpa, Jones, Wysocki, Tryner

NAYS: 0

ABSENT: 2 Clennon, Smith

The motion carried.

Public Comment

Adjournment

Motion to adjourn the meeting made by Commissioner Tryner and seconded by Commissioner Wysocki. Upon voice vote, the motion carried. The Wilmington Planning & Zoning meeting held on January 7, 2019 adjourned at 5:37 p.m.

Respectfully submitted,



Joie Ziller
Deputy City Clerk



Land Use Petition
City of Wilmington, Illinois

Petitioner: Tyler Issert
Address: 21463 West Kahler Road
City: Wilmington, IL State: IL Zip: 60481
Phone No.: 815-351-8413 Fax No.: - Email: tyisser+9@gmail.com

- Petitioner is the owner of the subject property and is the signer of this petition
Petitioner is the contract purchaser of the subject property and has attached a copy of said contract to this petition
Petitioner is acting on behalf of the owner of the subject property and has attached a letter granting such authority signed by the owner

In the event the property is held in trust, a notarized letter from an authorized trust officer identifying the petitioner as an authorized individual acting on behalf of the beneficiaries and providing the name, address, and percentage of interest of each beneficiary is attached to this executed petition.

Subject Property

Location: Kahler Road & Chesson Court, Wilmington, IL
Size of Property: 6 acres Tax Parcel No.: 09-18-31-300-023-001D
09-18-31-300-023-002D

The following documents have been attached:

- Legal Description, Plat of Survey, List of Adjacent Property Owners, Site Plan, Preliminary Plat, Final Plat, Preliminary Plan, Final Plan, Impact Fee Form, Bank Trust Letter

Type of Action Requested

- Annexation, Annexation Agreement, Concept Plan, Preliminary Plat/Plan, Final Plat/Plan, Map Amendment from R-1 to A-1, Conditional Use, Variance, Site Plan Review

I have submitted the required filing fee. I understand that the fee is non-refundable. The fee is determined according to the attached schedule of fees. (initial here) (fee)

Statement of Petition

Please provide a brief statement describing the proposal as it relates to the standards of petition accompanying this document (attach additional sheets if necessary).

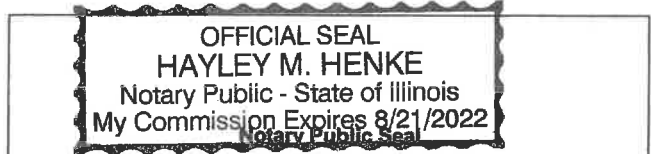
see attached

Number of Dwelling Units: 1 Type of Units: Square Footage:
Proposed Time Schedule for Development:
Requested Variances:

Authorization

I hereby affirm that I have full legal capacity to authorize the filing of this petition and that all the information and exhibits herewith submitted are true and correct to the best of my knowledge.

State of Illinois, County of Will, Date 4-11-19, Signature of Petitioner



I, the undersigned, a notary public in and for the said county and state aforesaid, do hereby that Tyler Issert is personally known to me to be the same person whose name is subscribed to the forgoing instrument, and that said person signed, sealed and delivered the above petition as a free and voluntary act, for the uses and purposes set forth.

Notary Signature: Hayley M. Henke
My Commission Expires: 8/21/22

Given under my hand and notary seal this 11 day of April, A.D. 2019

I am requesting the City of Wilmington accept and approve the Annexation and Development Agreement for the entire 6 acre site to include annexation of 3.98 acres with A-1 zoning classification, a map amendment for the approximate 2.93 acres from R-1 to A-1 zoning classification.

Also sought are the following variances:

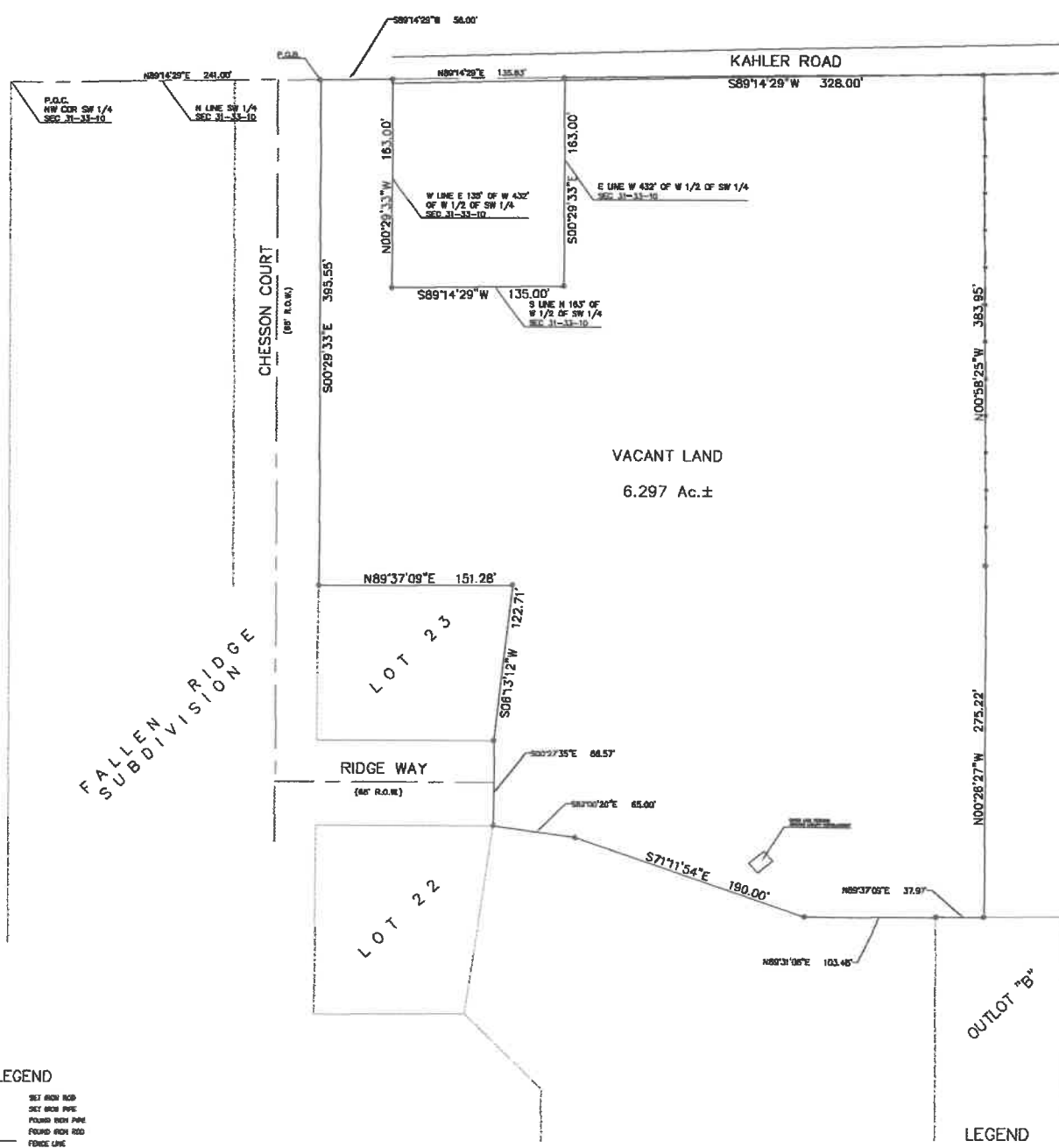
A variance in the A-1 Agricultural District zoning classification from minimum contiguous acreage requirement of 10 acres to 6 acres.

A variance to allow construction of an accessory building 40' x 72' in size prior to construction of the residence.

PLAT OF SURVEY
MORRISON SURVEYING CO., INC.
 2724 N. W. 25th ST. MIAMI, FLORIDA 33150
 Phone (305) 544-2828 Fax (305) 544-2828



THAT PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 33 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER;
 THENCE NORTH 89 DEGREES 14 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER FOR A DISTANCE OF 241.00 FEET TO THE NORTHEAST CORNER OF
 FALLEN RIDGE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 7, 1980 AS DOCUMENT R80-03670, SAID POINT ALSO BEING THE POINT OF BEGINNING;
 THENCE SOUTH 09 DEGREES 29 MINUTES 33 SECONDS EAST ALONG THE EAST LINE OF FALLEN RIDGE SUBDIVISION FOR A DISTANCE OF 395.55 FEET TO THE NORTHWEST CORNER OF LOT
 23 IN FALLEN RIDGE SUBDIVISION;
 THENCE NORTH 09 DEGREES 37 MINUTES 09 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 23 FOR A DISTANCE OF 151.28 FEET TO THE NORTHEAST CORNER OF LOT 23;
 THENCE SOUTH 08 DEGREES 13 MINUTES 12 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 23 FOR A DISTANCE OF 122.71 FEET TO THE SOUTHEAST CORNER OF LOT 23;
 THENCE SOUTH 02 DEGREES 00 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 65.00 FEET;
 THENCE SOUTH 71 DEGREES 11 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 180.00 FEET;
 THENCE NORTH 89 DEGREES 31 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 103.48 FEET TO THE NORTHWEST CORNER OF OUTLOT "B" IN FALLEN RIDGE SUBDIVISION;
 THENCE NORTH 89 DEGREES 37 MINUTES 09 SECONDS EAST ALONG THE NORTH LINE OF OUTLOT "B" FOR A DISTANCE OF 37.97 FEET;
 THENCE NORTH 00 DEGREES 28 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 275.22 FEET;
 THENCE NORTH 03 DEGREES 58 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 363.95 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;
 THENCE SOUTH 88 DEGREES 14 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 328.00 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST
 QUARTER;
 THENCE SOUTH 00 DEGREES 29 MINUTES 33 SECONDS EAST ALONG SAID EAST LINE, FOR A DISTANCE OF 163.00 FEET TO THE SOUTH LINE OF THE NORTH 163 FEET OF THE WEST HALF OF
 SAID SOUTHWEST QUARTER;
 THENCE SOUTH 89 DEGREES 14 MINUTES 29 SECONDS WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 135.00 FEET TO THE WEST LINE OF THE EAST 135 FEET OF THE WEST 432 FEET
 OF THE WEST HALF OF SAID SOUTHWEST QUARTER;
 THENCE NORTH 00 DEGREES 29 MINUTES 33 SECONDS WEST ALONG SAID WEST LINE FOR A DISTANCE OF 163.00 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;
 THENCE SOUTH 89 DEGREES 14 MINUTES 29 SECONDS WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 58.00 FEET TO THE POINT OF BEGINNING, ALL IN FLORENCE TOWNSHIP, MILL
 COUNTY, ILLINOIS.



LEGEND

- SET IRON ROD
- SET IRON PIPE
- FOUND IRON PIPE
- FOUND IRON ROD
- FENCE LINE

LEGEND

- FENCE LINE
- SETBACK LINE
- EASEMENT LINE
- IRON PIPE/ROD

State of Illinois, J.C.A.
 County of Shelby
 I, JAMES MORRISON, P.L.S., (P.L.S. License #04-00382) do hereby certify that we have surveyed the property described in the corners to the said plat and have done so in accordance with the provisions of the laws of this State and the standards for a boundary survey. All distances are in feet and decimal parts of a foot and are correct to the nearest hundredth of a foot.
 My commission expires on the 31st day of December, 2008.
 Date: 6/11/18



RECORDS MAINTAINED ON RECORDED PLAT OF SURVEYOR OF FALLEN RIDGE SUB.



Compare All Dimensions Before Building and Report Any Discrepancies to Client. For Additional Plans, Easements and other modifications not shown here, refer to your files. Use Yellow Staking whenever applicable.
 ORDERED BY: ANGE ISSERT
 SCALE: 1" = 40' ORDER NO. 4980

PUBLIC NOTICE

Notice of Public Hearing

Planning and Zoning Commission of the City of Wilmington, IL

Notice is hereby given that on May 2, 2019 at 5:00 p.m., a Public Hearing will be held by the Planning and Zoning Commission of the City of Wilmington at the City Hall located at 1165 S. Water Street, Wilmington, IL., for the purpose of receiving and considering testimony and public comments on the request of petitioner, Tyler Issert, in regards to a petition annex into the municipal corporate limits of the City of Wilmington and for re-zoning approximately 6 acres of its property located on Kahler Road and Chesson Court, Wilmington, Illinois, Will County to an A1-Agricultural classification subject to a variance in lot size from 10 acres to 6 acres and with a request for a variance for an accessory structure to be constructed prior to a single family residence. The property is legally described as follows:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 33 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER;

THENCE NORTH 89 DEGREES 14 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER FOR A DISTANCE OF 241.00 FEET TO THE NORTHEAST CORNER OF FALLEN RIDGE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 7, 1980 AS DOCUMENT R80-03670, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 29 MINUTES 33 SECONDS EAST ALONG THE EAST LINE OF FALLEN RIDGE SUBDIVISION FOR A DISTANCE OF 395.55 FEET TO THE NORTHWEST CORNER OF LOT 23 IN FALLEN RIDGE SUBDIVISION;

THENCE NORTH 89 DEGREES 37 MINUTES 09 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 23 FOR A DISTANCE OF 151.28 FEET TO THE NORTHEAST CORNER OF LOT 23;

THENCE SOUTH 06 DEGREES 13 MINUTES 12 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 23 FOR A DISTANCE OF 122.71 FEET TO THE SOUTHEAST CORNER OF LOT 23;

THENCE SOUTH 00 DEGREES 27 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 66.57 FEET TO THE NORTHEAST CORNER OF LOT 22 IN FALLEN RIDGE SUBDIVISION;

THENCE SOUTH 82 DEGREES 00 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 65.00 FEET;

THENCE SOUTH 71 DEGREES 11 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 190.00 FEET;

THENCE NORTH 89 DEGREES 31 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 103.48 FEET TO THE NORTHWEST CORNER OF OUTLOT "B" IN FALLEN RIDGE SUBDIVISION;

THENCE NORTH 89 DEGREES 37 MINUTES 09 SECONDS EAST ALONG THE NORTH LINE OF OUTLOT "B" FOR A DISTANCE OF 37.97 FEET;

THENCE NORTH 00 DEGREES 26 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 275.22 FEET;

THENCE NORTH 00 DEGREES 58 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 383.95 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;

THENCE SOUTH 89 DEGREES 14 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 328.00 FEET TO THE EAST LINE OF THE WEST 432 FEET OF THE WEST HALF OF SAID SOUTHWEST QUARTER;

THENCE SOUTH 00 DEGREES 29 MINUTES 33 SECONDS EAST ALONG SAID EAST LINE, FOR A DISTANCE OF 163.00 FEET TO THE SOUTH LINE OF THE NORTH 163 FEET OF THE WEST HALF OF SAID SOUTHWEST QUARTER;

THENCE SOUTH 89 DEGREES 14 MINUTES 29 SECONDS WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 135.00 FEET TO THE WEST LINE OF THE EAST 135 FEET OF THE WEST 432 FEET OF THE WEST HALF OF SAID SOUTHWEST QUARTER;

THENCE NORTH 00 DEGREES 29 MINUTES 33 SECONDS WEST ALONG SAID WEST LINE FOR A DISTANCE OF 163.00 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;

THENCE SOUTH 89 DEGREES 14 MINUTES 29 SECONDS WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 56.00 FEET TO THE POINT OF BEGINNING, ALL IN FLORENCE TOWNSHIP, WILL COUNTY, ILLINOIS.

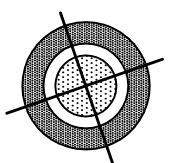
PINs: 09-18-31-300-023-0010 and 09-18-31-300-023-0020

All persons interested in attending are invited to do so and will be given an opportunity to be heard. Additional information on such a request can be obtained from the City of Wilmington Zoning Administrator at 1165 S. Water Street, Wilmington, IL 1-815-476-2175.

A copy of this public notice shall be filed with the City of Wilmington City Clerk, the City Clerk shall send a copy of the notice to the Trustees of the Wilmington Fire Protection District, Trustees of the Wilmington Library District, and Florence Township Highway Commissioner. An affidavit shall be then filed with the Office of the Will County Recorder attesting that such notice has been served upon the aforementioned parties. No annexation of that land is effective unless service is had and the affidavit is filed, as provided in Section 7-1-1 of the Illinois Municipal Code. 65 ILCS 5/7-1-1.

James W. Studer
City Clerk
City of Wilmington

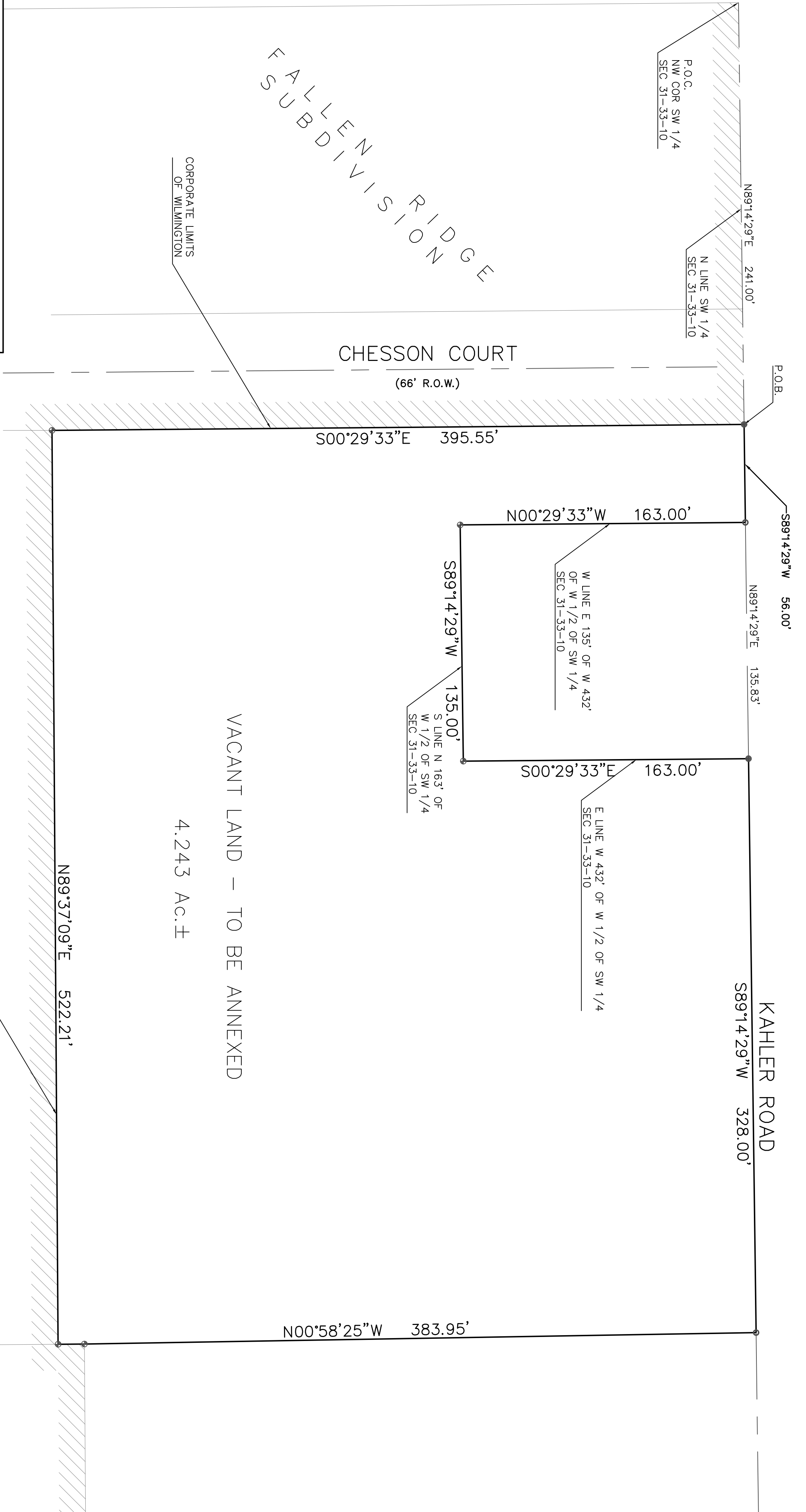
TO BE PUBLISHED IN THE FREE PRESS ADVOCATE ON WEDNESDAY, APRIL 17, 2019.



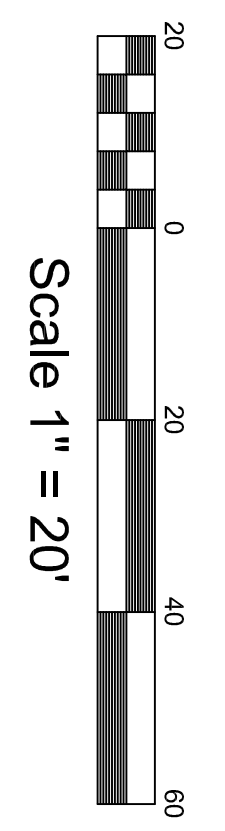
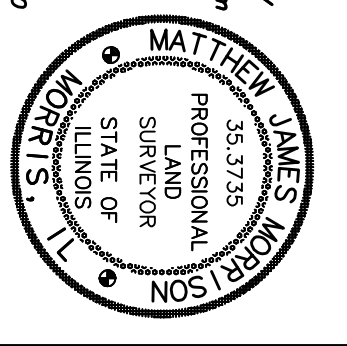
PLAT OF ANNEXATION
MORRISON SURVEYING CO., INC.
 2710 N. II. Rt. 47, Morris, Illinois 60450
 Phone (815) 942-2620 FAX (815) 941-2620



THAT PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 33 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER:
 THENCE NORTH 89 DEGREES 14 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER FOR A DISTANCE OF 241.00 FEET TO THE NORTHEAST CORNER OF LOT 23 IN FALLEN RIDGE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 7, 1980 AS DOCUMENT R80-03670, SAID POINT ALSO BEING THE POINT OF BEGINNING;
 THENCE SOUTH 00 DEGREES 29 MINUTES 33 SECONDS EAST ALONG THE EAST LINE OF FALLEN RIDGE SUBDIVISION FOR A DISTANCE OF 395.55 FEET TO THE NORTHWEST CORNER OF LOT 23 IN FALLEN RIDGE SUBDIVISION;
 THENCE NORTH 89 DEGREES 29 MINUTES 09 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 23 AND ITS EASTERLY EXTENSION FOR A DISTANCE OF 522.21 FEET;
 THENCE NORTH 00 DEGREES 26 MINUTES 27 SECONDS WEST 15.04 FEET TO THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN DOCUMENT R99-99286;
 THENCE NORTH 00 DEGREES 58 MINUTES 25 SECONDS WEST ALONG THE WEST LINE OF SAID PARCEL DESCRIBED IN DOCUMENT R99-99286 FOR A DISTANCE OF 383.95 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER;
 THENCE SOUTH 89 DEGREES 14 MINUTES 29 SECONDS WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 163.00 FEET TO THE SOUTH LINE OF THE NORTH 163 FEET OF THE WEST HALF OF SAID SOUTHWEST QUARTER;
 THENCE SOUTH 00 DEGREES 14 MINUTES 33 SECONDS WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 135.00 FEET TO THE WEST LINE OF THE EAST 135 FEET OF THE WEST 432 FEET OF SAID SOUTHWEST QUARTER;
 THENCE NORTH 00 DEGREES 29 MINUTES 33 SECONDS WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 163.00 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;
 THENCE SOUTH 89 DEGREES 14 MINUTES 29 SECONDS WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 135.00 FEET TO THE POINT OF BEGINNING, ALL IN FLORENCE TOWNSHIP, WILL COUNTY, ILLINOIS.



State of Illinois
 County of Grundy) s.s.
 We, MORRISON SURVEYING CO. INC., (Prof. License #184-001319) do hereby certify that we have surveyed the property described in the caption to the plat hereon drawn and that this professional service conforms to the current Illinois minimum standards for a boundary survey. All dimensions are in feet and decimal parts of a foot and are correct at a temperature of 68 degrees Fahrenheit. Dimensions shown on buildings are to the outside of buildings. Given under my hand and seal at Morris, Illinois
 Date: 3/27/19



Compare All Dimensions Before Building And Report Any Discrepancies at Once. For Building lines, Easements and other restrictions not shown hereon refer to your Deed, Title Policy, Zoning ordinance, ETC...
 ORDERED BY: **ANGIE ISSERT**
 SCALE: 1" = 20' ORDER NO. **4980A**

MM 1/2019

ANNEXATION AND DEVELOPMENT AGREEMENT
(Wilmington-Issert)

This Annexation and Development Agreement (the "Agreement"), is made and entered into on this ____ day of _____, 2019, by and between the City of Wilmington, an Illinois municipal corporation located in Will County, Illinois (the "CITY"), and Tyler J. Issert (the "OWNER").

WITNESSETH

WHEREAS, the OWNER represents that he is the sole record fee title owner of SUBJECT PROPERTY free of liens, mortgages or encumbrances consisting of two parcels totaling approximately 6.91 acres of land and legally described and portrayed in _____ attached as Exhibit A which by reference is incorporated in this Agreement;

WHEREAS, approximately 3.98 acres of SUBJECT PROPERTY is assigned PIN No. 09-18-31-300-023 and legally described and portrayed in the Plat of Annexation attached hereto as "Exhibit B" (hereinafter sometimes referred to as the "ANNEXING PROPERTY"), and by reference incorporated in this Agreement;

WHEREAS, approximately 2.93 acres of the Subject Property assigned PIN No. _____ is legally described and portrayed in _____ attached as Exhibit C was previously annexed to the City (hereinafter sometimes referred to as "Annexed Property" and by reference incorporated in this Agreement;

WHEREAS, the "Annexing Property" (Exhibit B) and the Annexed Property (Exhibit C) constitute and comprise the entirety of the Subject Property (Exhibit A);

WHEREAS, the Annexed Property is within the corporate limits of the City. The Annexing Property is not within the corporate limits of any municipality but is contiguous to the City because of its contiguity with the Annexed Property;

WHEREAS, subject to the Owner and City entering into an annexation and development agreement, the OWNER submitted a Petition to Annex the ANNEXING PROPERTY into the City of Wilmington and to rezone the SUBJECT PROPERTY to an A-1 zoning classification under the City's Zoning Ordinance with a variances pursuant to the terms and conditions as hereinafter set forth;

WHEREAS, the Annexed Property is currently zoned R-1 under the City's Zoning Ordinance. The Owner has submitted an application to the City to rezone both the Annexed Property and the Annexing Property to the A-1 Zoning District under the City's Zoning Ordinance, to vary the lot requirements of the A-1 Zoning District from a minimum of 10 Acres to approximately 6.91 acres and to allow the construction of an accessory pole building on the SUBJECT PROPERTY prior to the construction of a single-family residence on it.

WHEREAS, after Publication and Notice as required by law, the City Planning and Zoning Commission conducted a Public Hearing on the Owner's requested zoning and variances for the Subject Property. After making required Finding of Fact, the City Planning and Zoning Commission has recommended that the Subject Property be re-zoned to A-1 under the City Zoning Ordinance with requested variances, a copy of which A-1 Zoning District contained in the City Zoning Code is attached marked as Exhibit G and by reference incorporated;

WHEREAS, the OWNER has executed or will execute all petitions and other documents that are necessary or convenient to accomplish the annexation of the ANNEXING PROPERTY to the CITY and zoning/re-zoning of and variances for the SUBJECT PROPERTY.; and

WHEREAS, pursuant to the provisions of Section 11-15.1-1 *et. seq.* of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et. seq.*), an Annexation and Development Agreement in substance and in form substantially the same as this Agreement was submitted to the Corporate Authorities and upon publication and notice required by law a public hearing was held on this Agreement by the City's corporate authorities; and

WHEREAS, the Corporate Authorities have received and considered the recommendations of the Planning and Zoning Commission for the rezoning and variance for the SUBJECT PROPERTY accordingly to the terms of this Agreement; and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that annexing the ANNEXING PROPERTY to the CITY and the rezoning and requested variances for SUBJECT PROPERTY according to the terms and conditions set forth in this Agreement will further the growth of the CITY, enable the CITY to control the development of the area, increase the taxable value of the property within the CITY, extend the corporate limits and jurisdiction of the CITY, permit the sound planning and development of the CITY and otherwise enhance and promote the general welfare of the CITY; and

WHEREAS, the Corporate Authorities of the CITY, after due deliberation, have, by Ordinance, duly passed and approved entering into of this Annexation and Development Agreement, approved annexing the ANNEXING PROPERTY, approved the rezoning and SUBJECT PROPERTY to an A-1 Zoning District under the City's Zoning Ordinance and approve a variance of the lot size from 10 acres to approximately 6.91 acres and the construction of an accessory building on the SUBJECT PROPERTY prior to the construction of a single-family residence as provided in this Agreement, and directed the Mayor and Clerk of the CITY to execute this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants, promises and agreements hereinafter set forth, the parties agree as follows:

Section 1: Incorporation of Preamble and Recitals

The above recitals and all exhibits referred to in this Agreement are incorporated herein.

Section 2: Annexation Petition

Subsequent to the execution of this AGREEMENT, by the Owner, and acting on the Owner's Petition for Annexation, the CITY shall pass an ordinance annexing the ANNEXING PROPERTY to the CITY.

Section 3: Re-Zoning of SUBJECT PROPERTY

Upon annexing the ANNEXING PROPERTY to the CITY, the CITY shall pass an ordinance rezoning SUBJECT PROPERTY to the A-1 zoning District, as currently defined by the City of Wilmington Code of Ordinances, and grant the following variances:

A) Variance of Lot Size: The A-1 minimum lot size is varied from 10 acres to approximately 6.9 acres so that it's minimum is _____ [Lot size less dedication] the total acreage of the SUBJECT PROPERTY less the Owner's dedication of 33' of the 6.9 acres SUBJECT PROPERTY entire Kahler Road frontage and that property the owner dedicates and conveys to the City as the location of and access to the City's existing Lift Station with both the Kahler Road and Lift Station and Kahler Road dedications described and portrayed in the Plats of Dedication attached as Exhibits D and E respectively.

B) Variance in Construction of Accessory Building. Approximately 40' x 72' x 21' high prior to the construction of a single-family residence on the SUBJECT PROPERTY with the accessory building described and portrayed in the attached Exhibit F.

Except as provided in this Agreement, OWNER shall fully comply with all other A-1 Zoning District regulations and other applicable Village Ordinances. Notwithstanding anything to the contrary contained in this Agreement or the City's Ordinances, or any other restrictions or limitations, the Subject Property cannot be used for: 1) any livestock, including but not limited to cattle, hogs, horses, goats, sheep; 2) fowl; 3) or any other animals of any type except for dogs or domesticated cats, but restricted as to the number permitted by City ordinance.

Any modifications or changes to A-1 Zoning District within the Wilmington Code of Ordinances during or after the term of this agreement shall not affect the Owner's intended uses of SUBJECT PROPERTY which is to store hay in the accessory building allowed, and only the terms of the zoning ordinance at the time of annexation shall govern the use and zoning of the premises. A copy of the current A-1 zoning regulations is attached hereto as "Exhibit G".

C) Notwithstanding anything to the contrary contained in this Agreement, the existing uses and other compatible uses on the Lift Station Property dedicated to the City and described and portrayed in Exhibit E are approved.

Section 4: Combining PIN Numbers, Subdivision, and Subject Property

As soon as practical, the Owner shall combine the SUBJECT PROPERTY into a single PIN Number. The Owner will not subdivide the SUBJECT PROPERTY. Except as to the Kahler Road and Lift Station Dedications and conveyances to the CITY, the Owner will not divide or subdivide the SUBJECT PROPERTY.

Section 5: Construction of Accessory Building, Driveway, Kahler road, Utility Connections

- a) With the Accessory Buildings variance the Owner will commence construction of the single family residence as soon as practicable, but not later than five (5) years after the City's approval of this Agreement and shall complete construction of the residence within one (1) year of commencing construction.
- b) Owner is allowed one driveway at its current Kahler Road location to access the SUBJECT PROPERTY. The Owner is not required to install paved bituminous or concrete driveway, but will, at a minimum, install and maintain in good order a gravel or other stone-based driveway.
- c) The Owner is not required to make improvements to Kahler Road including installation of city street pole and lights, curb, gutter, storm sewer, and sidewalk.
- d) The Owner shall be granted for the exclusive use and benefit of SUBJECT PROPERTY a conditional waiver of one water tap-on fee, one sewer tap-on fee, recapture fees, and one user capacity fee for the residence to be constructed on the SUBJECT PROPERTY for a period of six (6) years from the date of this Agreement conditioned upon the owner commencing construction of the residence aforementioned in Subsection (a) within five (5) years from the date of approval of this Agreement and completing it, securing the necessary occupancy permit and occupying the residence within six (6) years from the date of approval of this Agreement. If Owner fails to do so, Owner will pay the CITY for all then applicable water tap-on fees, sewer tap-on fees, recapture fees, and user capacity and other fees.
- e) Prior to obtaining use and occupancy permits for any dwelling structures constructed on SUBJECT PROPERTY, Owner at his sole cost shall install on the SUBJECT PROPERTY, water and sanitary sewer extension lines from the City's existing water and sanitary sewer mains, to service the single family residence. Sanitary sewer lines servicing SUBJECT PROPERTY shall be connected into the gravity sewer line lying west of and leading to the Fallen Ridge lift station. Connection shall be into the existing manhole on the gravity line which can be tapped or a new "T" can be installed. Water line servicing SUBJECT PROPERTY shall be connected at the watermain west of the existing fire hydrant in order to maintain water quality and the ability to flush the system. Final determination of the connection points for the water and sanitary sewer lines are reserved for review and approval by the City Public Works Department when the plans for such connections are submitted. Water and sanitary sewer extension lines shall be installed and perpetually maintained by the Owner, and it shall be the Owner's sole responsibility to make any and all repairs to all extension lines. Owner shall not extend a sanitary sewer line directly from the Fallen Ridge lift station.

Section 6: Dedication of Property, and Easements

- a) Upon execution of this Agreement, Owner shall dedicate and execute a Plat of Dedication and Quit Claim Deed and Bill of Sale to convey all the Owners rights, title, and interest to the City of Wilmington portions of Owner's land generally described as the Fallen Ridge lift station, and the sewer and water mains required for

the operations of the lift station and water system, property immediately surrounding the Fallen Ridge lift station, a driveway to access to the Fallen Ridge lift station, and dedicate to the CITY that part of the SUBJECT PROPERTY located along the entire length of the thirty-three (33) feet from the center line of Kahler Road and further described in the Quit Claim Deed attached here as “Exhibit D” and portrayed in the Plat of Dedication and Easements attached hereto as “Exhibit E”.

- b) Owner shall be granted a waiver of compliance with ordinance requirements for the dedication of the Fallen Ridge lift station in exchange for the Owner waiving rights to any and all outstanding recapture fees related to the Fallen Ridge lift station.
- c) Upon mutual execution of this Agreement, in addition to the dedications, Owner shall grant a perpetual public utility easement for the benefit of the City of Wilmington legally described and portrayed in the Plat of Dedication and Easements to repair, maintain, relocate, replace and to have access to existing and future public utility lines located within SUBJECT PROPERTY. Owner shall not plant any trees, plants, or vegetation other than grass, or construct any permanent structures, driveways, or sidewalks in the areas described in “Exhibit E”.

Section 7: City Obligations

City of Wilmington and Owner shall mutually cooperate in an effort to disconnect the existing Commonwealth Edison easement and electric supply line that presently services the Fallen Ridge lift station located on Owner’s real estate at no expense to Owner. This shall be accomplished by Commonwealth Edison as soon as practically possible but based upon the availability and scheduling of Commonwealth Edison and weather. CITY at its cost shall cause a new electric service line to be installed in a public utility easement provided by the Owner without cost to service the Fallen Ridge lift station on Owner’s SUBJECT PROPERTY. Owner will provide access to SUBJECT PROPERTY to allow for the vacation, removal, and relocation of the electric supply line, and further agrees to provide CITY any additional easements for the electric supply line, as may be needed.

Section 8: Attorney’s Fees and Costs

If the CITY seeks court enforcement for any provision of this Agreement, the Owner shall be liable to the CITY for court costs, fees, and expenses including but not limited to administrative costs, court filing fees, attorney’s fees, and expert witness costs.

Section 9: Application of Ordinances

Except as provided in this Agreement, all ordinances of the CITY as amended and supplemented from time to time, insofar as they apply to the SUBJECT PROPERTY, shall be in effect and enforceable during the effective term of this agreement; provided that the same are applied in a uniform manner throughout the CITY.

Section 10: Code Compliance and Fees

Except as provided in this Agreement, Owner shall comply with all City of Wilmington Building and related Codes and Engineering requirements as may be amended from time to time, and that all building permit fees and all other applicable fees shall be paid in accordance with then effective City Ordinances.

Section 11: Cooperation

The parties will cooperate to effectuate the terms and conditions of this Agreement.

Section 12: Counter Parts

This agreement may be executed in a number of identical counter parts. If so, each of the counter parts shall, collectively, constitute the Agreement.

Section 13: Non-Merger

The agreements contained herein shall survive the annexation of the SUBJECT PROPERTY and shall not be merged or extinguished by the annexation of the SUBJECT PROPERTY or any part thereof.

Section 14: Amendment to Agreement.

This Agreement and any exhibits attached hereto may be amended only by mutual consent of the parties, by adoption of an ordinance or resolution of the CITY approving said amendment, and the execution of said amendment by the parties and their successors in interest.

Section 15: Corporate Authorities

The individuals who are members of the group constituting the corporate authorities of the CITY are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacity.

Section 16: Binding Effect, Term and Recording

This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record and their assigns as to that portion of the SUBJECT PROPERTY they own, and upon any successor corporate authorities of the CITY, upon any successor municipalities for a period of twenty (20) years from the date of execution hereof. This agreement shall be recorded with the Will County Recorder's Offices.

Section 17: Enforceability

This Agreement shall be enforceable in any the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois by either party by appropriate action at law or in equity.

Section 18: Severability

If any provision of this Agreement is held invalid, such provision shall be deemed to be excised here from the invalidity thereof and shall not affect any of the other provisions contained herein.

Section 19: Notice

Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered, to the Parties at the following addresses or at such other addresses as the Parties may, by notice, designate;

If to City: City of Wilmington
Attn: Mayor Roy Strong
1165 South Water Street
Wilmington, IL 60481

with a copy to: Mahoney, Silverman & Cross, LLC
Bryan Wellner
822 Infantry Drive, Suite 100
Joliet, IL 60435

If to Owner: Tyler J. Issert

Wilmington, IL 60481

with a copy to: Attorney Jeffrey L. Fisher
207 South Water Street
Wilmington, Illinois 60481

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

CITY OF WILMINGTON,
an Illinois municipal corporation

By: _____
Mayor

ATTEST:

City Clerk

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
)§
COUNTY OF WILL)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Roy Strong personally known to me to be the Mayor of the City of Wilmington, and James Studer personally known to me to be the City Clerk of the City of Wilmington, and personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and Clerk signed and delivered the said instrument in their respective corporate capacities and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City Council of the City of Wilmington, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2019.

Notary Public

(SEAL)

OWNER:

Tyler J. Issert

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
)§
COUNTY OF WILL)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Tyler J. Isert, personally known to me and is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument on his behalf for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2019.

Notary Public

(SEAL)

DRAFT

EXHIBIT A

SUBJECT PROPERTY

(Attach an Exhibit with PINs and legal descriptions of SUBJECT PROPERTY (BOTH LOTS) to
be provided by Fisher/Issert)

DRAFT

EXHIBIT B

PLAT OF ANNEXATION OF ANNEXING PROPERTY

(Attach Plat of Annexation to be provided by Fisher/Issert)

DRAFT

EXHIBIT C
PREVIOUSLY ANNEXED PROPERTY
(Part of Subject Property Currently in the City from Fisher/Issert)

DRAFT

EXHIBIT D

KAHLER ROAD DEDICATION TO CITY

(Quit Claim deed and dedication to be provided by Fisher/Issert)

DRAFT

EXHIBIT E

LIFT STATION DEDICATION AND EASEMENT TO CITY

(Quit Claim Deed and Plat of Dedication and Grant of Easements showing and legally describing the land deeded and easements but changing ingress/egress from easement to dedicated land – Bill of Sale for Lift Station related personal property provided by Iisert/Fisher)

DRAFT

EXHIBIT F
ACCESSORY BUILDING
(From Fisher/Issert)

DRAFT

EXHIBIT G
A-1 ZONING DISTRICT
(Attach Zoning District)

DRAFT

150.50 - A-1 Agricultural District.

- (A) Purpose and intent. This district is designed to encourage the use of land for agricultural purposes. This district has a minimum contiguous acreage requirement of 10 acres. Land zoned under the Agriculture District may be used as agriculture as defined herein. The specific intent is to maintain lands best suited to agricultural uses by allowing other economically productive uses which do not irreversibly alter the capacity of the land to support agriculture. This is intended to discourage premature conversion to residential or other nonagricultural uses. Premature conversion creates incompatibility and conflict, places an unbalanced tax load on agricultural lands to help pay for urban services and contributes to the premature termination of agricultural pursuits on other nearby lands.
- (B) Permitted land uses and developments.
- (1) Apiary;
 - (2) Arboretum or botanical garden;
 - (3) Bed and breakfast establishment or guest house offering not more than five rooms to accommodate transient guests;
 - (4) Camps (day or youth) and religious retreats;
 - (5) Country club;
 - (6) Conservation club;
 - (7) Golf course;
 - (8) Home occupations;
 - (9) Rod and gun club, skeet, ski club, polo club on not less than 160 acres;
 - (10) Single-family dwelling, only if ancillary and lot size is not less than 10 acres.
- (C) Conditional uses.
- (1) Aqua-culture including commercial fishing lake and hatchery;
 - (2) Cultivation of field and garden crops (truck farm) including produce stand, if at least 25% of merchandise offered at the stand is grown or produced on-site;
 - (3) Day care centers;
 - (4) Flower farm including produce stand, if at least 25% of merchandise offered at the stand is grown on-site and provided that adequate parking is available as determined by the city council;
 - (5) Grass or sod farm including produce stand, if at least 25% of merchandise offered at the stand is grown or produced on-site;
 - (6) Kennel, if animal kennels and runs are not closer than 300 feet from the property line;
 - (7) Nursery, if greenhouse buildings occupy no more than one percent of lot space, and including produce stand, if at least 25% of merchandise offered at the stand is grown or

produced on-site;

(8) Public utility and governmental service uses on lots having areas, widths, yards and other conditions as approved by the city council. Including, but not limited to:

- (a) Electrical substations and booster stations,
- (b) Filtration plan, pumping station, well and water reservoir,
- (c) Police and fire station,
- (d) Sewage treatment plant,
- (e) Telephone exchange and microwave relay tower,
- (f) Other government and utility uses;

(9) Stables, commercial or private, if barns are at least 300 feet from property line.

(D) Bulk and density requirements.

(1) Minimum lot area. The minimum lot area shall be 10 acres unless otherwise noted.

(2) Minimum lot width. A minimum lot width of 300 feet shall be provided for each lot used for a permitted or conditional use.

(3) Building setback requirements.

(a) Front yard. No principal building shall be allowed within 50 feet of any front lot line or a street right-of-way line.

(b) Side yard. No principal building shall be allowed within 25 feet of any side lot line.

(c) Rear yard. No principal building shall be allowed within 40 feet of any rear lot line.

(4) Building height limitation. No residential building shall be erected in excess of two and one-half stories or 30 feet in height. No nonresidential or accessory buildings shall be erected in excess of 35 feet in height.

(E) Other development regulations.

(1) Section 150.110 et seq. (Off-Street Parking and Loading).

(2) Section 150.120 et seq. (Signs).

(Ord. 1324, passed 1-4-00; Am. Ord. 1614, passed 2-17-04)