



## MEMO TO PLANNING COMMISSION

### CITY OF COLLINSVILLE

APPLICATION NUMBER: 18-PZ-01-04

APPLICATION NAME: 1 Wagon Wheel Court: Pre-Annexation Agreement

APPLICANT NAME: Monty L. Lorsbach  
1 Wagon Wheel Ct  
Collinsville, IL 62234

APPLICANT'S REQUEST: Consideration of a pre-annexation agreement between the City of Collinsville and the applicant for the annexation of the referenced property.

SITE LOCATION: 1 Wagon Wheel Court, located at the northwest corner of the intersection of Country Lane and Wagon Wheel Court.

PARCEL ID NUMBER(S) 13-2-21-14-03-304-010

TOTAL SITE AREA: Approximately 0.24 acres

CASE MANAGER: David B. Bookless, AICP

#### REQUESTED ACTION

#### AFFIRMATIVE RECOMMENDATION TO COUNCIL

#### BACKGROUND AND OVERVIEW

Mr. Monty L. Lorsbach petitioned the City of Collinsville to annex his property into the Corporate Limits of Collinsville. The Planning Commission plays a vital role in the annexation of property in that they should review the proposed zoning designation and discuss general parameters of the annexation agreement. The property consists of one legal lot of record that is approximately 0.24 acres in size with a 1,056 sq. ft., split-level home located upon it. The property does not currently meet the requirements for annexation, however, the petitioner is seeking to access the City drinking water and sanitary sewer system. The purpose of this agreement is establish that the property will be annexed once the requirements for annexation are satisfied.

Regarding annexation the following overview comes from the "Municipal Annexation Handbook" as published by the Ancel Glink law firm in Chicago:

#### **A. THE BASICS OF ANNEXATION**

*The Illinois Legislature has entrusted to the corporate authorities of municipalities the absolute right to determine the boundaries of their communities and the rate at which development will*

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*take place. The addition of new land to corporate boundaries is achieved through annexation in accordance with state statutory procedures. Annexations to municipalities in Illinois are governed by the "three C's:" Consent, Contiguity and Contract.*

### **1. Consent**

*Other states have taken control over the expansion of boundaries away from municipal governments, and given it to state or regional agencies. In Illinois, however, the power to determine whether or not unincorporated land, developed or undeveloped, will be brought into the municipality or provided municipal services is in the hands of local governments. With some extremely rare exceptions, no owner of unincorporated property can require a municipality to annex his or her land, to zone it in any particular way, or even to provide municipal services, such as sewer and water, to the land. That is the case even if the land cannot be fully devoted to multi-family, commercial or industrial use without a connection to municipal utility systems. While a municipality may agree to extend its utility lines to unincorporated areas, it has no obligation to do so and most communities will not agree to provide these services without the owner of the land agreeing to annex to the municipality when the land becomes contiguous. On the other hand, there are statutory procedures that allow a municipality to annex land without the owner's consent.*

### **2. Contiguity**

*Contiguity is the second element in the Illinois annexation process. There are an enormous number of cases which define the circumstances under which one parcel of land will become contiguous to the municipality. Absent this contiguity, land cannot be annexed, although it can be the subject of an annexation agreement, which will provide that the land be annexed when contiguity is achieved. While there are some unsettled questions regarding contiguity, the principal obligation of an attorney representing a land owner is simply to make certain that the land is contiguous to the municipality at the time of annexation. If not, the normal one-year statute of limitations for contesting the validity of annexations is not applicable to defects relating to non-contiguity, and subject to the defense of estoppel or laches, a quo warranto lawsuit to contest the annexation of non-contiguous land can be filed at any time before the land becomes contiguous to the municipality.*

### **3. Contract**

*The third of the "three C's" is contract. This refers to the great flexibility granted to property owners and municipalities to enter into annexation agreements prior to the annexation of the territory to the municipality. Annexation agreements are discussed in some detail in Section II of this handbook. In addition, the 27-part "point-counterpoint" dialogue between the positions of municipalities and developers, in the appendices of this*



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*handbook, outlines the principal elements generally contained within annexation agreements, along with the difficult situations that municipalities can find themselves into if they are not aware of the pitfalls of agreeing to excessive developer demands. Some communities have transferred their legislative birthright for 20 years to developers who are unclear as to their developmental goals and have bound themselves to little, if any, limitations aimed at protecting the community against an annexation which will have negative financial implications. In most situations, the elected officials like to be able to assure their citizens that new development will "pay for itself." In order to do that, it is important that the promises made by developers before plan commissions and the corporate authorities are incorporated into annexation agreements with targeted performance standards and schedules."*

#### **B. GENERAL PRINCIPLES APPLICABLE TO ALL ANNEXATIONS**

*Under Illinois Municipal Code Section 7-1-1, there are four requirements that must be fulfilled for any type of annexation, whether court-controlled or non-court-controlled:*

- 1. The territory to be annexed must be unincorporated and not incorporated into another municipality.*
- 2. The territory must be contiguous to the annexing municipality.*
- 3. Proper notice must be given to all fire protection and library districts that exercise jurisdiction over the territory when the annexing municipality provides fire protection or library services, as the case may be.*
- 4. Notice to the election authorities and post office branches is also required. The new boundary of the annexing municipality as described in the petition for annexation will extend to the far side of any adjacent highway and must include all of every highway within the area to be annexed.*

#### **Annexation Agreement Discussion**

The Planning Commission should review the pre-annexation and annexation agreements, and discuss and consider the following issues:

1. The property is being recommended to be annexed as "R-1" Single-Family Residential District ; the default zoning designation for annexed property; and
2. Upon annexation the property owner shall be required to tap into and use City provided sanitary sewer service.

#### **Requested Action**

The Planning Commission is being requested to consider the pre-annexation/annexation agreement, and make a recommendation to the City Council, so they may consider the request at the next regularly meeting that satisfies statutory requirements for advertising the matter.



# ATTACHMENTS





**PETITION FOR ANNEXATION OF REAL ESTATE  
OWNED BY MONTY L. LORSBACH  
FOR PROPERTY LOCATED AT 1 WAGON WHEEL COURT**

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*TO: John Miller, Mayor of City of Collinsville  
City Council Members Stehman, Brombolich, Green, and Jerome*

The petitioner, Monty L. Lorsbach (hereinafter "the Petitioner"), on oath deposes and respectfully states:

(1) That Petitioner is the owner of record of real estate located in Madison County, Illinois, and more particularly described as follows, to wit:

Lot 1 of Langenwalter Subdivision, according to the plat thereof, recorded in Plat Book 45 at Page 45, Madison County, Illinois.

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(2) That the above-described property is not situated within the corporate limits of any municipality but is not yet contiguous to the corporate limits of the City of Collinsville, Illinois.

(3) That the Petition is signed by all owners of record and there are no other electors residing on the subject property.

(4) That the party executing this Petition is authorized to do so on behalf of themselves.

WHEREFORE, Petitioner respectfully requests:

(A) That upon being adjacent and contiguous to the City, without further notice to the Petitioners, the City Council pass an Ordinance annexing the real estate described hereinabove in accordance with the state statutes and cases provided therefore.

(B) That once annexed to the City, the real estate described hereinabove be zoned as R-1 (Single Family Residential District).

(C) That the City and the Lorsbach enter into an Annexation Agreement as a condition of and in concurrence with the annexation.

(D) That such other action be taken as is appropriate in the premises.

Dated this 28th day of September, 2017.

PETITIONER

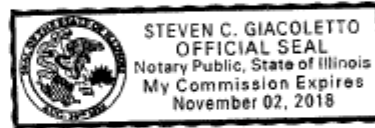
BY: Monty Lorschach  
MONTY L. LORSBACH

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF MADISON    )

The undersigned, a Notary Public in and for the above county and state, certifies that Monty L. Lorschach, known to me to be the same person whose name is subscribed above, appeared before me in person this date and acknowledged signing and delivering the instrument as his free and voluntary act, for the purposes therein set forth.

Dated: September 28, 2017

Steven C. Giacometto  
Notary Public



**PETITION FOR ANNEXATION OF REAL ESTATE**  
**OWNED BY MONTY L. LORSBACH**  
**FOR PROPERTY LOCATED AT 1 WAGON WHEEL COURT**

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**PRE-ANNEXATION AGREEMENT BETWEEN THE CITY OF  
COLLINSVILLE AND MONTY L. LORSBACH IN RELATION TO  
PROPERTY LOCATED AT 1 WAGON WHEEL COURT**

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**WHEREAS**, this Annexation Agreement is entered into on October \_\_, 2017, by and between the City of Collinsville, Illinois (hereinafter "the City"), and Monty L. Lorsbach (hereinafter "the Petitioner");

**WHEREAS**, the Petitioner filed a Petition for Annexation with the City Clerk of the City requesting that the City Council annex to Collinsville real estate located at 1 Wagon Wheel Court, Collinsville, Madison County, Illinois, and that pursuant thereto the City Council authorizes the execution of this Annexation Agreement on the terms stated herein below;

**WHEREAS**, although not yet adjacent and contiguous to the corporate limits of the City, the annexation tract is reflected in the plat map marked as Exhibit A and attached hereto for the described real estate described herein below, to wit:

Lot 1 of Langenwalter Subdivision, according to the plat thereof, recorded in Plat Book 45 at Page 45, Madison County, Illinois.

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**WHEREAS**, based on the foregoing, the parties enter into this Annexation Agreement on the following terms and conditions:

1. Annexation. With a two-thirds (2/3) vote of approval by all members currently holding office on the City Council authorizing the execution of this Annexation Agreement, upon the above described property becoming adjacent and contiguous to the corporate limits of the City, the City shall then annex the real estate described hereinabove and on the map attached hereto marked as Exhibit A.

2. Zoning. Upon said annexation, the parties agree that the annexation tract shall be zoned as R-1 (Single Family Residential District).

3. Water and Sewer. Upon the approval of this Agreement by both parties, the owners of the whole or any portion of said annexed property at that time shall be allowed to tap on to City water and sanitary sewer systems and pay all fees, costs, and rates related thereto as would

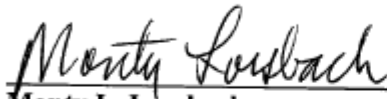


normally be charged to persons from at that time and as may be amended, including the costs of any boring or excavation necessary for said connections to the utility systems.

4. Binding Effects. The parties agree that any subsequent owners of the annexation tract shall be bound by and benefit from the terms and conditions of this Agreement.

**IN WITNESS WHEREOF**, the parties have entered into this Annexation Agreement by the execution of their signatures hereto.

**PETITIONER**

  
\_\_\_\_\_  
Monty L. Lorschach

**CITY OF COLLINSVILLE, ILLINOIS**

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**JOHN MILLER, MAYOR**

PRE-ANNEXATION AGREEMENT BETWEEN THE CITY OF COLLINSVILLE AND  
MONTY L. LORSBACH IN RELATION TO PROPERTY LOCATED AT 1 WAGON WHEEL  
COURT

# ANNEXATION PLAT

FOR A TRACT OF LAND IN THE SOUTHWEST QUARTER OF  
SECTION 14, TOWNSHIP 3 NORTH, RANGE 8 WEST OF THE 3rd  
PRINCIPAL MERIDIAN, MADISON COUNTY, ILLINOIS



## LEGEND

////// EXISTING CORPORATE LIMITS LINE

WE, THE CITY OF COLLINSVILLE HAVE  
PREPARED THIS PLAT FOR  
ANNEXATION PURPOSES.



TROY TURNER PE 062 068532  
SEPTEMBER 29, 2017

LIC. EXPIRATION DATE: NOVEMBER 30, 2019

