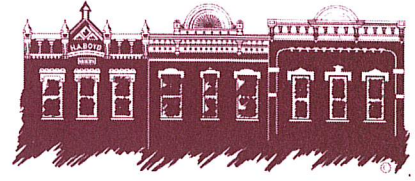


CITY OF MORRISON

200 West Main Street
Morrison, Illinois 61270-2400
Phone: 815-772-7657
Fax: 815-772-4291
morrisonil.org



PLANNING / ZONING BOARD OF APPEALS

AGENDA

City Hall
200 West Main Street
Morrison, IL 61270

March 27, 2023 5:30 p.m.

- I. Call to Order
- II. Roll Call
- III. Approval of October 25, 2023 Minutes
- IV. New Business
 - A. Annexation Agreement for Tractor Supply Subdivision
 - B. Tractor Supply Subdivision to be Zoned C--2 General Business District
- V. Old Business
- VI. Other Considerations
- VII. Adjournment

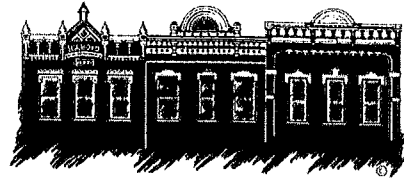
BOARD MEMBERS PLEASE CONTACT

CITY HALL (772-7657) IF YOU ARE

UNABLE TO ATTEND THIS MEETING! THANKS!

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MINUTES Planning & Zoning Commission October 25, 2023 5:30 p.m.

The Planning & Zoning Commission met on October 25, 2023 at City Hall, 200 West Main Street. Chairman Kevin Kuehl called the meeting to order at 5:30 p.m. Executive Secretary Barb King recorded the minutes.

Commission members present on roll call were Jim Workman, Kevin Kuehl, Vaughn Maxfield, Kathy Schmidt and Sherrie Shirk. Absent – Nick Alvarado.

Other public officials present were City Administrator Brian Melton.

Commission member Schmidt moved to approve the December 28, 2022 minutes; seconded by commission member Workman. On a voice vote, the motion was carried.

Public Hearing

The city council has referred the annexation of 2 parcels on 14601 Norrish Road to the commission. The city owns this property; however, it has not been annexed to city limits. Commission member Workman made a motion to recommend to the city council that the 2 parcels on Norrish Road be annexed into the city limits and change the zoning of the parcels to C-2 General Business District; seconded by commission member Shirk. On a roll call vote of 5 ayes (Workman, Kuehl, Maxfield, Schmidt and Shirk) and 0 nays, the motion was carried.

CA Melton discussed with the commission the future site information for the location of Tractor Supply on the east side of Morrison. He discussed future annexation and zoning of the property.

In addition, CA Melton discussed the possible rezoning of the downtown commercial district in the future.

New Business

None.

Old Business

None.

Other Considerations

The next meeting will be **November 29, 2023 @ 5:30 p.m.** At approximately 6:07 p.m. commission member Schmidt moved to adjourn the meeting; seconded by commission member Maxfield. On a voice vote, the motion was carried.

ANNEXATION AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 2024, by and between the **CITY OF MORRISON**, an Illinois municipal corporation (the "City"); and **SW Fastball LLC**, an Illinois Limited Liability Company ("Owner"), and **Linda & Spangler**, as well as **Duane R Kerr & Pamela R. Kerr as Trustees** (Contract Sellers), all of which are sometimes collectively referred to herein as the "Parties."

RECITALS

- A. Section 11-15.1-1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1, authorizes the corporate authorities of a municipality to enter into an annexation agreement providing for the annexation of real property upon the real property becoming contiguous to the municipality.
- B. The Owner, as well as Contract Sellers hold, or intend to hold title to the parcel of real property (the "Property") more particularly Lot 1 of the proposed Tractor Supply Addition, described in Exhibit A, attached hereto, and incorporated herein.
- C. The Property is comprised of a portion of the parcel identification number, along with the approximate acreage set forth below:

PIN

ACREAGE

Part of 09-17-405-004

6.63 Acres

- D. The Property has not been annexed to any municipality and constitutes territory that is contiguous to the City, as provided under Article 7 of the Illinois Municipal Code, 65 ILCS 5/7-1-1 *et seq.*
- E. The owner desires to annex to the City for the purpose of receiving access to City water and sewer services.
- F. The Parcel, as well as Lot 1 of the Tractor Supply Addition is vacant, unimproved farmland immediately contiguous to the boundaries of the City. No electors reside within such parcel.
- G. The Owner proposes to enter into an annexation agreement with the City for the annexation of the Property to the City and to initiate the process to zone the Property, so that, following annexation of the same, the Property is zoned C-2 General Business under the City's zoning ordinance (the "Zoning Ordinance").

- H. On _____, 2024, after duly publishing notice, the City Council of the City intends to conduct a public hearing on this Agreement in accordance with applicable law. The City Council intends to authorize the City's Mayor to execute this Agreement.
- I. Performance by both the Owner and the City of their respective obligations under this Agreement is critical to the health, safety, and welfare of the general public, and to the enjoyment and use of property located in the vicinity of the Property.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual covenants and agreements hereinafter set forth, the City and the Owner agree as follows:

ARTICLE I

INCORPORATION OF RECITALS AND EXHIBITS

- 1.1 **Incorporation of Recitals.** The Recitals herein above set forth are incorporated into and made a part of this Agreement.
- 1.2 **Incorporation of Exhibits.** The Exhibits attached hereto are incorporated into and made a part of this Agreement.

ARTICLE II

ANNEXATION AND ZONING OF THE PROPERTY

- 2.1 **Submission of Petition to Annex and Zone.** Within fifteen (15) days of the date of this Agreement, the Owner shall submit a written request (petition) to the City to annex and zone the Property pursuant to the terms and conditions of this Agreement. The Petition shall be signed by the Owner of Parcel and, if closing has not yet occurred, the Contract Sellers. The Owner, as well as the Contract Sellers if necessary, agrees to fully cooperate in the process of annexing and zoning the Property and shall not withdraw said petition.
- 2.2 **Annexation of the Property.** In furtherance of the written petition described in Section 2.1 of this Agreement, the City shall, subject to the terms and conditions of this Agreement, do all things necessary and appropriate to cause the Property to be annexed to the City and to comply with the provisions of this Agreement. In particular, the City shall pass and approve an ordinance annexing the Property to the City and shall record as necessary the ordinance annexing the Property, including an annexation plat (as hereafter described), and record or file any other documents as may be necessary to effectuate the terms of this Agreement. The City shall prepare and serve at its sole cost and expense any notices as required by law for any township road district, fire protection district, library district, or other taxing districts or officials.

2.3 **Zoning of the Property.** In furtherance of the written petition described in Section 2.1 of this Agreement, the City shall, subject to the terms and conditions of this Agreement, do all things necessary and appropriate to cause the Property to be zoned so that, following completion of annexation of the same, the Property is zoned C-2 General Business under the Zoning Ordinance. The zoning process shall proceed in accordance with the regular schedule of the City's Planning and Zoning Board and the City Council.

ARTICLE IV

FUTURE DEVELOPMENT OPPORTUNITIES

4.1 The City hereby affirms its general desire to assist the Owner in future development opportunities for the Property. While such a statement of desire is no guarantee or promise of assistance from the City, financial or otherwise, the City shall meet with the Owner upon its reasonable request for the purpose of discussing matters of mutual interest, including, but not limited to, the extension of infrastructure.

ARTICLE V

TERM

5.1 This Agreement shall be binding upon the parties and their respective grantees, heirs, successors and assigns for twenty (20) years, commencing as of the date hereof.

ARTICLE VI

GENERAL PROVISIONS

6.1 **Breach and Opportunity to Cure.** Before any failure of either party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify in writing the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance is completed to the reasonable satisfaction of the complaining party within thirty (30) days after receipt of such notice, or in the case of a failure which by its nature takes in excess of thirty (30) days to cure, such longer period of time as may be reasonably necessary to cure the same provided that the curing party is pursuing said cure with due diligence.

6.2 **Enforcement.** The terms and conditions of this Agreement shall be specifically enforceable by the parties hereto. In the event of litigation initiated by either party for the purpose of seeking enforcement of this Agreement, the Court shall award reasonable attorneys' fees and costs to the prevailing party, whether such fees are incurred for purposes of negotiation, trial, or appellate practice. A party will be deemed to have prevailed if it obtains a judgment or settlement which substantially provides the relief sought by such party as determined by the

Court. Any litigation initiated by either party for the purpose of seeking enforcement of this agreement shall be filed in the Circuit Court of Whiteside County, Illinois.

6.3 **Amendment.** This Agreement and any exhibits attached hereto may be amended only by the mutual consent of the parties including in the case of the City, by the adoption of an ordinance or resolution of the City approving said amendment as provided by law, and by the execution of said amendment by the parties or their successors in interest. Any language of this section which is inconsistent with Illinois law at the time such language is being construed regarding amendment of annexation agreements is hereby agreed by the parties as void.

6.4 **Waiver.** A waiver by either party of a breach by the other of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of any such covenant, condition or right.

6.5 **No Other Agreements.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and fully integrates the agreement of the parties.

6.6 **Binding on Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective grantees, heirs, successors, and assigns, and shall constitute a covenant running with the land.

6.7 **City Jurisdiction.** From and after the date of this Agreement, the Property is subject to the ordinances, control and jurisdiction of the City in all respects the same as property that lies within the City's corporate limits; provided that the Owner may continue to utilize the Property in the manner in which it is utilized as of the date of this Agreement and that the existing agricultural use of the Property may continue pursuant to Section 2.3 of this Agreement.

6.8 **Consent.** Except as otherwise provided herein, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld or unduly delayed.

6.9 **Paragraph Headings.** Paragraph headings and references are for the convenience of the parties and are not intended to limit, vary, define, or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

6.10 **Severability.** If any provision, covenant or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement (and to that end, any provisions, covenants or portion of this Agreement are declared to be severable).

6.11 **Governing Law.** This Agreement shall be construed in accordance with the laws and decisions of the State of Illinois.

6.12 **Notices.** All notices herein shall be in writing and shall be deemed to be effective as of the date of actual delivery if by personal delivery or as of the third day from and including the day of posting if mailed by certified or registered mail return receipt requested with postage prepaid:

To the City:

City of Morrison
Attention: City Administrator

with a copy to:

Timothy B Zollinger
Ward, Murray, Pace & Johnson, P.C.
202 E. 5th St.
P.O. Box 400
Sterling, Illinois 61081

To Owner:

with a copy to:

To Contract Sellers:

or to such replacement parties as may from time to time be identified by written notice.

6.13 **Mutual Assistance.** The City and the Owner shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the parties hereto as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the City of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the City's and the Owner's compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the parties as reflected by said terms.

Exhibit A
(Plat of Property)