

VILLAGE OF DOWNERS GROVE
Report for the Village
4/15/2025

SUBJECT:	SUBMITTED BY:
5555 Lomond Avenue - Annexation Agreement	Stan Popovich, AICP Director of Community Development

SYNOPSIS

A resolution has been prepared authorizing an annexation agreement with the owner(s) at 5555 Lomond Avenue.

STRATEGIC PLAN ALIGNMENT

The goals for 2023-2025 include *Exceptional Municipal Services*

FISCAL IMPACT

N/A

RECOMMENDATION**UPDATE & RECOMMENDATION**

This item was discussed at the April 8, 2025 Village Council meeting. Staff recommends approval on the April 15, 2025 Consent Agenda.

Approval on the April 15, 2025 active agenda

BACKGROUND

The subject property is currently unincorporated and is not contiguous to the Village but is within the Village's ultimate planning boundary. The property owners wish to connect to the Village's water distribution system. As such, the property owners are requesting pre-annexation by signing an annexation agreement with the Village. The agreement will permit the owners to connect to the water system.

When the property becomes contiguous to the Village, they will be annexed and all applicable fire protection district taxes will be paid at that time. If the annexation agreement is approved, the owners will be permitted to connect to the water system after paying permit and tap fees.

The public hearing is being held at the Village Council meeting on April 8, 2025.

ATTACHMENTS

Resolution
Annexation Agreement
Aerial Map
Petition for Annexation
Notice of Pending Pre-Annexation Agreement

Annexation Agreement

RESOLUTION _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
ANNEXATION AGREEMENT FOR THE PROPERTY LOCATED AT
5555 LOMOND AVENUE**

WHEREAS, there has been submitted for Village Council consideration of a proposed Annexation Agreement for the property commonly known as 5555 Lomond Avenue; and,

WHEREAS, the Village Council held a public hearing on the proposed Annexation Agreement on April 8, 2025.

NOW, THEREFORE, be it resolved by the Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the provisions of the preamble are incorporated into and made a part of this resolution.
2. That the form and substance of the proposed Annexation Agreement between the Village of Downers Grove and the owner(s) of the property described above (the "Owners") as submitted to this meeting with the recommendation of the Village Manager, is hereby approved.
3. That the Mayor and the Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal, and deliver the Annexation Agreement substantially in the form approved in the foregoing paragraph of this resolution. The Village Clerk shall cause a copy of the Annexation Agreement to be recorded in the Office of the Recorder of Deeds of DuPage County, at the expense of the Owners.
4. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Annexation Agreement.
5. That this resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

ANNEXATION AGREEMENT

GENERAL NONCONTIGUOUS
PROPERTY

This Agreement made and entered into this 20 day of MARCH, 2025, by and between the Village of Downers Grove, an Illinois municipal corporation (hereinafter referred to as the "Village") and ANDRZEJ OPACIEN (hereinafter referred to as the "Owner"),

WITNESSETH:

WHEREAS, the Owner is the owner of record of certain real estate, described as follows:
THE SOUTH 100 FEET OF NORTH 200 FEET OF THE WEST 330 FEET OF LOT 76 IN SECOND ADDITION TO BELMONT PARK, BEING PART OF SECTIONS 12 AND 13, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1923 AS DOCUMENT #168381, IN DUPAGE COUNTY, ILLINOIS.

5555 Lomond Ave, Downers Grove, IL 60515 PIN 08-13-102-004
(hereinafter referred to as the "Property"); and

WHEREAS, the parties hereto desire that the Property be annexed to the Village on the terms and under the conditions hereafter set forth; and

WHEREAS, the Property is not located within the corporate boundaries of any municipality, but is within the planning area of the Village, as established by boundary agreements with adjacent municipalities, and is not, now, but someday may be, contiguous to the Village; and

WHEREAS, the parties wish to enter into a binding agreement with respect to the future annexation of the Property and to provide for various other matters related directly or indirectly to said future annexation, in accordance with the provisions of 65 ILCS 5/11-15.1-1; and

WHEREAS, the Village Council has determined that the future annexation of the Property would further the orderly growth of the Village and promote the general welfare of the Village,

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms and conditions herein set forth, the Owner and the Village agree as follows:

1. The provisions of the preamble herein above set forth are hereby restated and incorporated herein by reference.
2. The Owner shall submit to the Village together with this Agreement an executed Petition for Annexation. The Owner shall pay all fees associated with this Agreement including publication fees and recording fees.
3. Upon annexation, the Owner shall submit to the Village a Plat of Annexation in the form provided by law.
4. This Agreement shall be binding upon the Owner, as well as the Owner's successors, assigns and heirs. This Agreement shall constitute a covenant running with the land and shall be binding upon all persons taking any interest or right in the Property after the date this Agreement is executed by the Village. Any person acquiring any rights or interest in the Property after the date of this Agreement shall be bound by the terms thereof and shall be deemed to have accepted and approved this Agreement in full.
5. If ownership of the Property or any portion thereof changes subsequent to the execution of this Agreement and prior to annexation as provided in Paragraph 7 below, the purchasers shall submit to the Village a properly executed Petition for Annexation and an acknowledgment and acceptance of this Agreement in the form attached hereto as Exhibit 1 within thirty (30) days of acquiring such interest.

It shall be the responsibility of the Owner and the purchaser to submit these items. Provided however the failure, refusal or neglect to submit these items shall in no way affect the continued validity of this Agreement or the Petition for Annexation set forth in Paragraph 2.

6. The Village shall record the Agreement in the office of the Recorder of Deeds of DuPage County. In addition, the Village shall record any petition executed by a subsequent or successor owner as provided in Paragraph 4 above.

7. The Owner and the Village respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the Village as promptly as practicable after the Property becomes contiguous to the Village. Upon contiguity, the Village may, at any time prior to expiration of this Agreement, annex the Property. The Owner, or its successors in interest, shall assist the Village and take all actions or steps necessary, including but not limited to, preparing and executing new petitions for annexation, waivers and plats, to accomplish said annexation.

8. Upon annexation, the Owner shall reimburse the Village for their portion of the taxes due and owing to the respective fire protection district in accordance with Section 705/20 of the Illinois Fire Protection Act (70 ILCS 705/20).

9. The Owner may connect to the Village water system, if such system is available to the Property upon payment of the water rates and connection fees in effect on the date of application for water service or submittal of this Agreement to the Village, whichever is later. The fees and costs to be paid include, but are not necessarily limited to water system capacity charge, inspection fee, recapture fee, tap fee, connection charge, meter charge, cost of a street opening permit if connection is made after completion of construction of the water mains, and the cost of a water service line from the main to the structure, property or any private line.

10. The Owner may elect to pay one-half (1/2) of the water system connection charge in deferred payments, without interest, by means of a surcharge on metered water equivalent to the charge for water consumption. In the event the Owners elect to pay the balance of the water system connection charge by means of a surcharge on water consumption, the Owner shall submit a properly executed lien for unpaid service charges which shall be recorded in the office of the Recorder of Deeds of DuPage County.

11. The Owner shall enjoy the same rights and abide by the same rules and regulations with respect to water service, availability, and usage as consumers and customers within the corporate limits of the Village. This provision includes, but is not limited to, any sprinkling bans or limitations which may be imposed by the Village.

12. The parties to this Agreement or their successors or assigns, may, in either law or equity, by suit, action, mandamus, injunction, or other proceedings in court, enforce and compel the performance of this Agreement, including suits for specific performance.

13. This Agreement may only be amended by written instruments signed by both parties.

14. The term of this Agreement shall be twenty (20) years from the date of execution hereof.

15. If any portion of this Agreement or ordinance enacted pursuant hereto shall be declared invalid, the same shall not affect the validity of this Agreement as a whole, other than the part so declared invalid.

16. This Agreement may be executed in multiple counterparts of duplicate originals or with multiple signature pages each of which shall constitute and be deemed one and the same document.

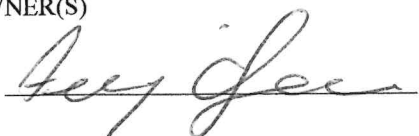
17. The undersigned Owner warrants that he constitute all owners of the Property and that he have full authority and power to sign the Agreement and the petition submitted herewith and that they have not and will not take any action to change ownership in the Property until after this Agreement is recorded.

IN WITNESS WHEREOF this Agreement has been duly executed by whose names are subscribed below or on the signature pages attached hereto from time to time, and which pages are specifically incorporated herein.

☐

OWNER(S)

By:



ANDRZEJ OPACZYNSKI
(print name)

By:

(print name)

By: _____

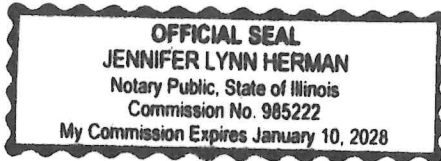
(print name)

Subscribed and sworn to before me

this 20 day of MARCH, 2025.



Notary Public



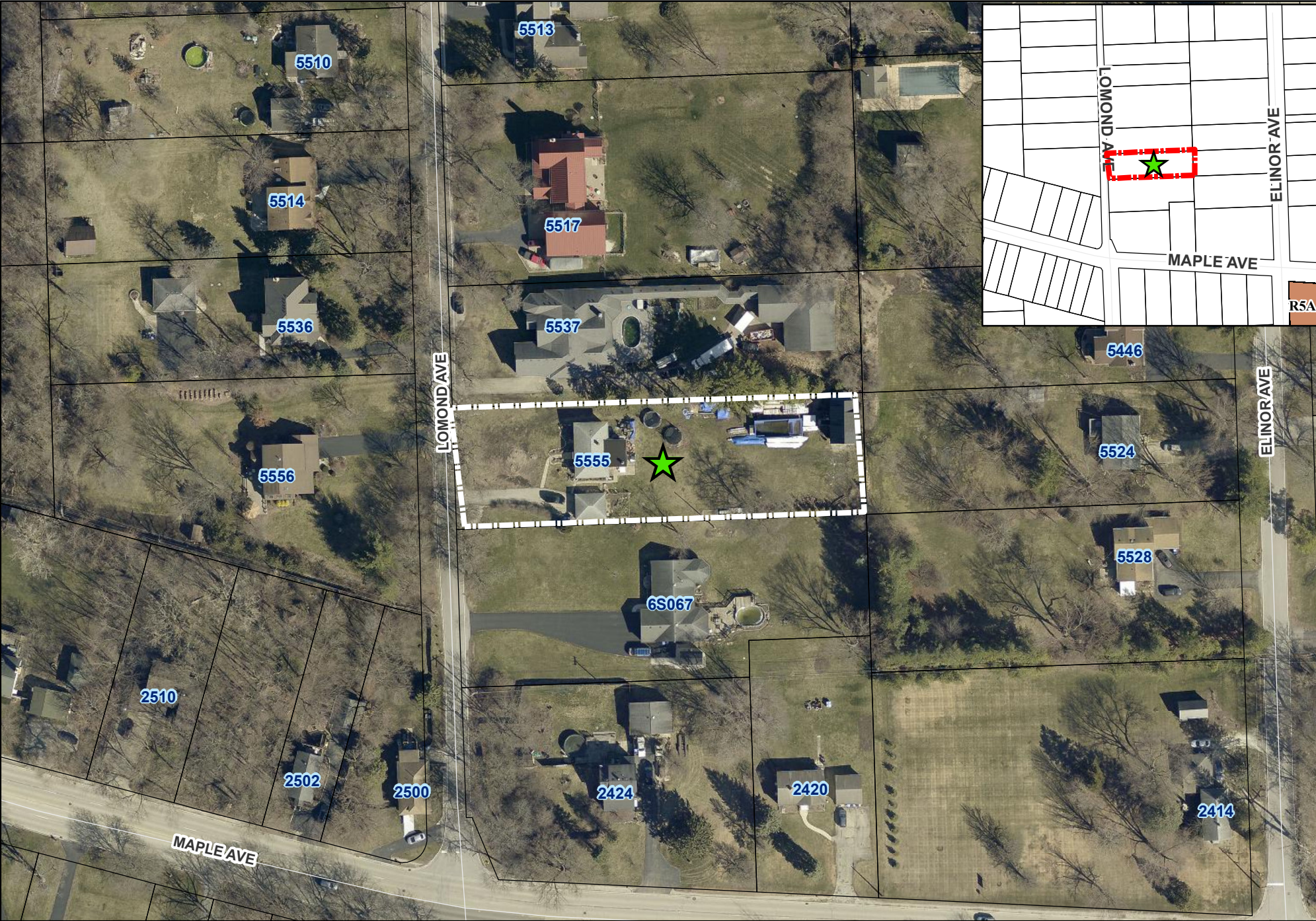
VILLAGE OF DOWNERS GROVE

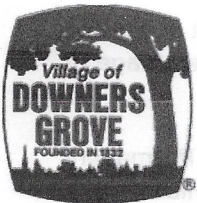
By: _____

Mayor

Attest: _____

Village Clerk





\$555 Processing Fee
(Annexation)
Property Address:

PETITION FOR ANNEXATION TO THE VILLAGE OF DOWNERS GROVE, ILLINOIS

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

TO: The Mayor and Village Council of the Village of
Downers Grove
801 Burlington Avenue
Downers Grove, Illinois 60515

The undersigned petitioner(s) (hereinafter referred to as the "Petitioners"), being first duly sworn on oath, hereby respectfully represent and petition as follows:

1. The Petitioners are and include (i) the owner or owners of record of all land within the territory (the "Territory") hereinafter more particularly described, to be annexed to the Village of Downers Grove, Illinois, pursuant to this Petition, and (ii) at least 51% Of the electors, if any, residing in the Territory;
2. The Territory is contiguous to the Village of Downers Grove, Illinois, and is not included within the corporate limits of any municipality;
3. The Petitioners request that the Territory, more particularly described as follows, to-wit:

(Insert Legal Description of the Subject Property)

THE SOUTH 100 FEET OF THE NORTH 200 FEET OF THE WEST 300 FEET
OF LOT 76 IN SECOND ADDITION TO BELMONT PARK. BEING PART OF
'SECTION 12 AND 13, TOWNSHIP 38 NORTH, RANGE 10, EAST OF
THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT
THEREOF RECORDED AUGUST 7, 1923 AS DOCUMENT #163381,
IN DU PAGE COUNTY, ILLINOIS

LAND TOTAL AREA: 33000 SQ.FT. = 0.758 ACRE

Commonly Known As: 5555 LOMONO AVE DOWNERS GROVE IL. 60515

Permanent Index Number(s) (PIN): 08-13-102-004

together with any public streets or highway adjacent to or within the Territory that have not previously been annexed to any municipality to be annexed to and become a part of the Village of Downers Grove, Illinois.

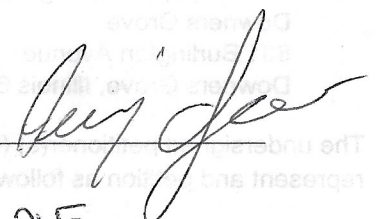
4. A plat of annexation certified by a Registered Illinois Land Surveyor and including the Permanent Index Number(s) of the Territory has been or will be prepared and attached hereto as an exhibit.
5. That this annexation is contingent upon granting zoning as requested in the Petition herewith.

WHEREFORE, the Petitioners respectfully request that an ordinance be adopted by the Council of the Village of Downers Grove, Illinois, annexing the Territory to said Village and that all such other proceedings be had as are required by law to effect the annexation of the Territory to the Village of Downers Grove, Illinois.

Dated: 03.11.2025

Respectfully submitted,

Owners:

ANORZEG OFFICIN 


Mailing Address:

5555 LOMOND AVE
DOWNERS GROVE IL. 60515

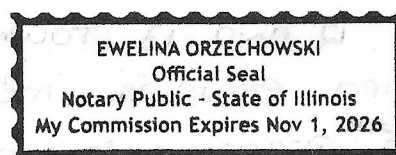
Telephone Numbers:

630 202 9245

Subscribed and sworn to before me this 13 day of March, 20 25



Notary Public



NOTARIAL SEAL

Electors (if any)

LEGAL NOTICE: VILLAGE OF DOWNERS GROVE NOTICE OF PUBLIC HEARING -

Notice is hereby given that a public hearing will be held by the Downers Grove Village Council at 7:00 p.m. on Tuesday, April 8, 2025 in the Betty Cheever Council Chambers, 850 Curtiss Street, Downers Grove, IL, to consider approval of an annexation agreement for the purpose of securing municipal water for a currently non-contiguous property which is legally described as follows:

THE SOUTH 100 FEET OF NORTH 200 FEET OF THE WEST 330 FEET OF LOT 76 IN SECOND ADDITION TO BELMONT PARK, BEING PART OF SECTIONS 12 AND 13, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1923 AS DOCUMENT #168381, IN DUPAGE COUNTY, ILLINOIS.

commonly known as 5555 Lomond Avenue, Downers Grove, IL (PIN: 08-13-102-004)

Any questions, please contact the Community Development Department at 630.434.6892. Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should call 630-434-5550 prior to the meeting. Downers Grove Village Council, Robert Barnett, Mayor.

25-PZC-0011; 5555 Lomond Avenue