

ORDINANCE NO. 25-22

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN ANNEXATION INCENTIVE AGREEMENT REGARDING THE PROPERTY LOCATED AT 1384 VERMONT STREET, ROLLING MEADOWS, ILLINOIS

WHEREAS, the City of Rolling Meadows (“City”) and Kathleen J. Halloran, as trustee under a trust agreement dated the 17th day of July, 2001, and known as the Kathleen J. Halloran Declaration of Trust (“Owner”) have found it to be in their mutual best interests to enter into an annexation incentive agreement; and

WHEREAS, Owner is the owner of record of certain real estate property commonly known as 1384 Vermont Street, Rolling Meadows, Illinois (“Subject Property”), and

WHEREAS, on October 16, 2024, the City offered the Owner an incentive to annex the Subject Property into the City of Rolling Meadows, which incentive was contingent upon the Owner’s written acceptance by November 25, 2024, and included the waiver of building permit fees for the Subject Property for a period of two years, a refund of one year of the City’s property tax applicable to the Subject Property and a 25% reduction of refuse service fees applicable to the Subject Property; and

WHEREAS, on November 25, 2024, the Owner timely accepted the City’s Annexation Incentive; and

WHEREAS, on January 28, 2025, the City adopted Ordinance No. 25-08, entitled *An Ordinance Annexing Certain Property to the City of Rolling Meadows and Automatically Zoning Said Property In Accordance with Law (1320 & 1384 Vermont / 388 Emerson- PIN Nos. 02-27-404-002; 02-27-404-003; 02-27-404-004)* annexing the Subject Property into the City; and

WHEREAS, on February 25, 2025, following due notice in accordance with law, the City Council held a public hearing on a proposed agreement with the Owner of the Subject Property, which agreement included the incentives related to the annexation of the Subject Property; and

WHEREAS, in the opinion of the majority of the corporate authorities of the City of Rolling Meadows it is advisable, necessary and in the public interest that the City enter into an annexation incentive agreement with the Owner of the Subject Property.

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Rolling Meadows, Cook County, State of Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2: That the *Annexation Incentive Agreement*, attached hereto as Exhibit "A", and incorporated herein, is hereby approved and the City Manager is hereby authorized to execute same on behalf of the City of Rolling Meadows in substantially the form attached to this Ordinance.

Section 3: The officers and employees of the City shall take all action necessary or reasonably required by the parties to carry out, give effect to and consummate the transactions contemplated by this Ordinance and the agreements approved herein.

Section 4: This Ordinance shall be in full force and effect from and after its passage and approval in accordance with law.

PASSED this 25th day of March 2025, by the City Council of the City of Rolling Meadows on a roll call vote as follows:

AYES: McHale, Budmats, O'Brien, Vinezeano, Boucher, Reyez, Koehler

NAYS: 0

ABSENT: 0

APPROVED this 25th day of March, 2025.



Lara Sanoica, Mayor

ATTESTED and filed in my office,
this 25th day of March, 2025.



Judith Brose, Deputy City Clerk

ANNEXATION INCENTIVE AGREEMENT

This **ANNEXATION INCENTIVE AGREEMENT** (the “Agreement”) is made and entered into by and between the City of Rolling Meadows, an Illinois municipal corporation (the “City”), and Kathleen J. Halloran, as trustee under a trust agreement dated the 17th day of July, 2001, and known as the Kathleen J. Halloran Declaration of Trust (the “Owner”). The City and the Owner are herein sometimes individually referred to as a “Party” and collectively as the “Parties.”

WHEREAS, Owner is the owner of record of certain real estate commonly known as 1384 Vermont Street, Rolling Meadows, Illinois (“Subject Property”) and legally described as:

LOT 4 IN BLOCK 35 IN ARTHUR T. MCINTOSH AND COMPANY’S PALATINE ESTATES UNIT NO. 3, BEING A SUBDIVISION OF PARTS OF SECTION 26 AND 27, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(Permanent Index Number: 02-27-404-004); and

WHEREAS, on October 16, 2024, the City offered the Owner an incentive to annex the Subject Property into the City of Rolling Meadows, which incentive was contingent upon the Owner’s written acceptance by November 25, 2024, and included the waiver of building permit fees for the Subject Property for a period of two years, a refund of one year of the City’s property tax applicable to the Subject Property and a 25% reduction of refuse service fees applicable to the Subject Property for 12 billing cycles (“Annexation Incentive”); and

WHEREAS, on November 25, 2024 the Owner timely accepted the City’s Annexation Incentive; and

WHEREAS, on January 28, 2025, the City adopted Ordinance No. 25-08, entitled *An Ordinance Annexing Certain Property to the City of Rolling Meadows and Automatically Zoning Said Property In Accordance with Law (1320 & 1384 Vermont / 388 Emerson- PIN Nos. 02-27-404-002; 02-27-404-003; 02-27-404-004)* annexing the Subject Property into the City “Annexation Ordinance”); and

WHEREAS, following the annexation and in accordance with the annexation incentive accepted by the Owner, the Parties wish to enter into a binding agreement, pursuant to the City’s home rule authority and the authority and provisions of Sections 7-1-1 *et seq.* and 11-15.1-1 *et seq.* of the Illinois Municipal Code (65 ILCS 5/7-1-1 *et seq.* and 65 ILCS 5/11-15.1-1 *et seq.*, as amended), upon the terms and conditions contained in this Agreement; and

WHEREAS, a proposed agreement in substance and in form the same as this Agreement was submitted to the City Council of the City of Rolling Meadows (the “Corporate Authorities”) and a public hearing was held thereon pursuant to notice, as provided by statute; and

WHEREAS, the Corporate Authorities have determined that this Agreement is in the best interest of the City, and by a favorable vote of at least two-thirds (2/3) of the Corporate Authorities then holding office, have authorized the execution of 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 Recitals. The Parties confirm and admit the truth and validity of the representations and recitations set forth in the foregoing recitals. The Parties further acknowledge that the same are material to this Agreement and are hereby incorporated into this Agreement as though they were fully set forth in this Section 1.

Section 2. Mutual Assistance. The Parties shall do all things necessary and appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the intent of the Parties as reflected by the terms of this Agreement.

Section 3. Annexation of Subject Property. The Parties respectively agree to do all things necessary or appropriate to maintain the Subject Property's annexation to the City. Should any person having proper standing to do so bring a cause of action before any court of competent jurisdiction challenging the method of annexation or the City's lawful authority to annex the Subject Property, the Parties agree that they shall fully cooperate to defend such cause of action, with the City being responsible for all defense costs associated with any such challenge or cause of action.

Should a court of competent jurisdiction finally determine that annexation of the Subject Property was defective because of the failure of the Parties to follow a procedural requirement constituting a valid precondition to proper annexation of the Subject Property, the Parties agree to promptly cause the Subject Property to be reannexed to the City in a manner which satisfies all procedural requirements.

Should a court of competent jurisdiction finally determine that annexation of the Subject Property by the City was without lawful authority, the Parties agree that this Agreement shall thereafter be deemed a Pre-Annexation Agreement authorized pursuant to 65 ILCS 5/11-15.1-1 *et seq.*, as amended, and shall remain in full force and effect to the extent permitted by law. Thereafter, the Parties agree to promptly take all necessary steps as may then be provided by law to perfect the annexation of the Subject Property to the City.

Owner shall not seek or participate in the disconnection of all or any portion of the Subject Property from the City pursuant to Article 7, Division 3 of the Illinois Municipal Code (65 ILCS 5/7-3-1 *et seq.*), or any similar statutory provision or common law principal with regard to the disconnection of property from the corporate limits of a municipality.

Section 4. Annexation Incentive. In accordance with the Annexation Incentive offered by the City and timely accepted by the Owner, the City hereby agrees to provide Owner the following benefits:

- (a) The City will waive building permit fees (excepting any third party review fees which are incurred by the City as a result of the permit) for any permit eligible projects on the Subject Property for a period through January 28, 2028.
- (b) The City will abate the City's portion of the property taxes applicable to the Subject Property by issuing the Owner a refund for the City's portion of property tax applicable to Subject Property for one tax year following annexation of the Subject Property into the City and the inclusion of the City as a taxing district on the Owner's property tax bill for the Subject Property. It is anticipated that the City will be included as a taxing district on the Owner's property tax bill for Subject Property for the 2025 tax year. Within 30 days following the Owner's issuance to the City of proof of payment of the second installment for the 2025 tax year for the Subject Property, which payment will be due by or around February of 2027, the

In the event a Party shall institute legal action because of breach of any agreement or obligation contained in this Agreement on the part of another Party to be kept or performed, the non-failing Party shall be entitled to recover all damages, costs and expenses, including reasonable attorneys' fees incurred therefor.

Section 11. Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts and by facsimile signatures, each of which shall be deemed an original and all of which together shall constitute one document.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below their respective signatures, to be effective as of the date of the last Party's execution of the Agreement.

CITY OF ROLLING MEADOWS, an Illinois municipal corporation

By: _____
Rob Sabo, City Manager

OWNER

By: _____
Kathleen J. Halloran, as trustee under a trust agreement dated the 17th day of July, 2001, and known as the Kathleen J. Halloran Declaration of Trust