



## **CHECKLIST ORIGINAL PACKET ANNEXATION**

**Petition for Annexation Application**

**Disclosure Statement by Applicant for Annexation**

**Reimbursement of Fees Agreement**

**Plat of Survey – (12) copies, 11” X 17”**

**Plat of Annexation – (1) original mylar  
(2) 24” x 36”  
(10) 11” x 17”**



## PETITION FOR ANNEXATION

**TO: THE MAYOR AND CITY COUNCIL  
OF THE CITY OF OAKBROOK TERRACE,  
DUPAGE COUNTY, ILLINOIS**

The Petitioner(s), \_\_\_\_\_, respectfully states as follows:

1. Petitioner(s) is/are the sole owner(s) of record of the property legally described as, \_\_\_\_\_, and the legal description of the property is attached as Exhibit "A".
2. Property Identification Number (PIN#) \_\_\_\_\_.
3. No part of the above property is within the corporate limits of any other municipality but is contiguous to the City of Oakbrook Terrace.
4. There is/are \_\_\_\_\_ elector(s) residing at the subject property, at least fifty-one percent (51%) of whom have executed this Petition for Annexation.
5. The foregoing statements of fact are true to the best of the Petitioner(s) knowledge and information.

Petitioner(s) respectfully requests:

That the above described property together with the right-of-way of any adjacent roadway is annexed into the City of Oakbrook Terrace, DuPage County, Illinois, by ordinance of the Mayor and City Council of said City, pursuant to Section 7-1-8 of the Illinois Municipal Code of the State of Illinois, as amended 65 ILCS 5/7-1-8.

DATED \_\_\_\_\_

**PETITIONER(S)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUBSCRIBED AND SWORN** to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



17W275 Butterfield Road  
Oakbrook Terrace, IL 60181  
(630) 941-8300 Fax: (630) 617-0036  
e-mail: [mdragan@oakbrookterrace.net](mailto:mdragan@oakbrookterrace.net)

**DISCLOSURE STATEMENT BY APPLICANTS FOR  
LICENSES, PERMITS, REZONINGS OR ANNEXATIONS**

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All applicants for a license, permit, rezoning or annexation in the City of Oakbrook Terrace, shall swear to the statement below before a notary public or other appropriate officer authorized to administer oaths in the State of Illinois.

The undersigned hereby represents and warrants to the City of Oakbrook Terrace that no individual who is a public officer or employee has any ownership interest in the entity making this application, or in the real estate which is the subject of this application, nor are any such individuals an officer, director or employee of the entity making the application. If the foregoing representation is inaccurate, the undersigned hereby states the nature of any interest and the name of the individual who is an officer, director or employee of the applicant, or who has any ownership interest in the applicant entity, or in the real estate which is the subject of this application.

The undersigned further represents and warrants to the City of Oakbrook Terrace that neither the applicant nor any agent, officer, employee with any gift, gratuity pecuniary benefit, real or personal property, services, or any other thing or item of value, whether in the form of money, services, loans, travel, entertainment, discounts, hospitality, offers of employment, or forgiveness of debt or obligation. If the foregoing representation is untrue, the undersigned hereby states the name of any public officer or employee who was provided such a gift, and the nature and date of the gift made to such public officer or employee.

In addition to the penalties provided by law for perjury, it shall also be grounds for denial of the application if any person executes an application, and knows, or should have known upon reasonable inquiry that the statements set forth therein or any parts thereof are false, and such person shall also be in violation of the City of Oakbrook Terrace Code of Ethics and subject to the penalties set forth therein.

(Name of Applicant Entity)

By: \_\_\_\_\_  
(Print Name)

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public



17W275 Butterfield Road  
Oakbrook Terrace, IL 60181  
(630) 941-8300 Fax: (630) 617-0036

**CITY OF OAKBROOK TERRACE  
REIMBURSEMENT OF FEES AGREEMENT**

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**I. OWNER:**

Owner's Name: \_\_\_\_\_

Owner's Address: \_\_\_\_\_  
\_\_\_\_\_

Owner's Telephone and Facsimile Numbers, and E-mail Address, if any: \_\_\_\_\_  
\_\_\_\_\_

**II. PERSON MAKING REQUEST (PETITIONER/APPLICANT):**

Petitioner's Name: \_\_\_\_\_

Petitioner's Address: \_\_\_\_\_  
\_\_\_\_\_

Petitioner's Telephone and Facsimile Numbers, and E-mail Address, if any: \_\_\_\_\_  
\_\_\_\_\_

**III. LOCATION OF PROPERTY:**

Pin: \_\_\_\_\_

Street Address of Property: \_\_\_\_\_  
\_\_\_\_\_

**IV. REIMBURSEMENT OF FEES:**

**The Owner and Petitioner identified in this Agreement do hereby agree as follows:**

- A. In the event that it is necessary for the City of Oakbrook Terrace (the "City") to obtain professional services, including but not limited to, attorneys, engineers, planners, architects, surveyors, traffic or drainage experts, or other consultants, in connection with any Petitioner's request for the City to consider or otherwise take action upon any zoning change, special use, easement, subdivision, public improvement or other improvement or development upon real property, then the professional fees for such services, and reimbursement shall be made to the professional involved or to the City within thirty (30) days of the receipt of an invoice from the professional involved or the City for such fees. The Owner and Petitioner shall further be jointly and severally liable for any professional fees incurred as a direct or indirect result of any party**

requesting a professional opinion, as determined by the City, or otherwise requesting relief or assistance from the City, whether or not related to real property.

- B. Upon the failure of the Owner or Petitioner to reimburse the City or the professional in accordance with this Agreement, no action on any request made by the Petitioner will be undertaken by the City Council, or by any other official, board or commission until all outstanding fees are paid in full, and such request shall remain in abeyance until payment of such fees is made. The City may deny approval of any application or petition if such fees have not been paid in full. Upon any failure of the Owner or Petitioner to reimburse the City in accordance herewith, the City may, in its discretion, elect to place a lien against any real property associated with the Petitioner's request. Interest in the amount of one and one-half percent (1-1/2%) per month shall accrue on all sums outstanding for thirty (30) days or more. Such lien shall be in an amount equal to the outstanding fees owed to the City.
  
- C. When any professional services contemplated by this section are rendered by the City staff, including the City Administrator, then in such case, the Petitioner shall reimburse the City for one hundred percent (100%) of its costs incurred in providing such professional services, as such costs are determined by the City. The City Administrator, or his/her designee may assign requests for professional services to the City staff or to consultants for services other than legal services, as he/she deems appropriate. The City Attorney may also assign requests for professional services to consultants, as he/she deems appropriate.

**V. REMEDIES:**

The remedies available to the City, as set forth in Section IV of this Agreement, are non-exclusive, and nothing herein shall be construed to limit or waive the City's right to proceed against any or all parties in a court of law of competent jurisdiction.

BY SIGNING THIS AGREEMENT, THE OWNER AND PETITIONER ACKNOWLEDGE THAT EACH OF THEM HAS READ THE FOREGOING PARAGRAPHS, THAT EACH OF THEM FULLY UNDERSTANDS THE PROVISIONS CONTAINED HEREIN, THAT EACH OF THEM AGREES TO COMPLY WITH THE PROVISIONS HEREOF CONCERNING REIMBURSEMENT OF FEES, THAT EACH OF THEM AGREES TO COMPLY WITH THE TERMS SET FORTH HEREIN, AND THAT EACH OF THEM AGREES TO BE JOINTLY AND SEVERALLY LIABLE FOR PAYMENT OF THE FEES PROVIDED FOR HEREIN, FURTHER, BY SIGNING THIS AGREEMENT, THE OWNER AND PETITIONER WARRANT THAT EACH OF THEM POSSESS FULL AUTHORITY TO DO SO.

OWNER: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_

PETITIONER: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_

**NAME OF PARTY TO BE BILLED:** \_\_\_\_\_

**ADDRESS OF PARTY TO BE BILLED:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**CITY OF OAKBROOK TERRACE**

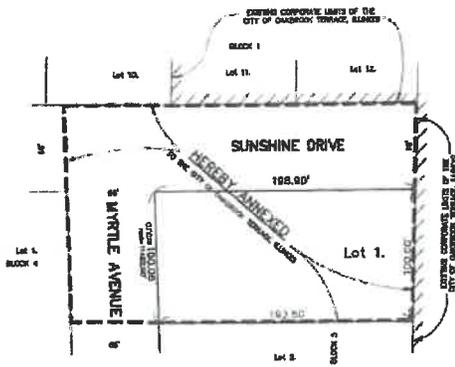
**By:** \_\_\_\_\_  
**Building and Zoning Administrator or City Administrator**

**Date:** \_\_\_\_\_

# SAMPLE

## PLAT OF ANNEXATION TO THE CITY OF OAKBROOK TERRACE, ILLINOIS.

PLAT  
2018-00007  
JUL 26, 2018  
PLAT FILED: 1  
RECORDS & PERMITS DIV.



PIN 09-22-111-001

LOT 1 IN BLOCK 2 OF ARTHUR T. MADRICH AND COMPANY'S WESTLAND, UNIT NO. 2, IS THE EAST HALF OF THE SOUTHWEST QUARTER AND IS THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 29 NORTH, RANGE 12 EAST OF THE THIRD MERIDIAN, ILLINOIS, ACCORDING TO THE PLAT HEREBY REFERRED TO MAY BE READ AS OCCURRING IN DECATUR COUNTY, ILLINOIS. ALSO THAT PORTION OF SAID 32 MIDDLE AVENUE LYING WEST OF AND ADJACENT SAID LOT 1 IN BLOCK 2, INCLUDING SOUTHWEST OF THE NORTH LINE OF SAID AVENUE, ALSO THAT PORTION OF SAID 32 MIDDLE AVENUE LYING SOUTH OF SAID ADJACENT SAID LOT 1 IN BLOCK 2, AND LYING EASTWARD OF THE WESTERN LINE OF SAID MIDDLE AVENUE EXTENDED NORTHEAST.

STATE OF ILLINOIS )  
COUNTY OF DECATUR )  
OWNER CERTIFICATE  
THIS IS TO CERTIFY THAT ROSALEE A. MOHLER IS THE OWNER OF THE PROPERTY DESCRIBED HEREIN AND HAS CAUSED THE SAME TO BE SURVEYED FOR PURPOSE OF ANNEXATION TO THE CITY OF OAKBROOK TERRACE, ILLINOIS, AS SHOWN BY THE PLAT HEREBY REFERRED TO.  
DATE: 1-10-2018  
Rosalee A. Mohler  
OWNER  
CITY OF OAKBROOK TERRACE, ILLINOIS

STATE OF ILLINOIS )  
COUNTY OF DECATUR )  
OWNER'S AFFIDAVIT CERTIFICATE  
I, Rosalee A. Mohler, A RETIRED PUBLIC IN AND FOR DECATUR COUNTY, DO HEREBY CERTIFY THAT THE PERSON WHOSE NAME IS SUBMITTED TO THE FOREGOING INSTRUMENT AND APPEARS THEREON AS PERSON AND ACKNOWLEDGED THAT THEY SIGNED, SEALED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND DEED, FOR THE REASONS AND PURPOSES SET FORTH.  
DATE: 1-10-2018  
Rosalee A. Mohler  
OWNER  
CITY OF OAKBROOK TERRACE, ILLINOIS

STATE OF ILLINOIS )  
COUNTY OF DECATUR )  
CITY COUNCIL CERTIFICATE  
THE TERRITORY DESCRIBED IN THIS PLAT BY ANNEXATION IS IDENTIFIED AS SAID INCORPORATED AND BEING A PART OF THE CITY OF OAKBROOK TERRACE, ILLINOIS, BY ORDINANCE NUMBER 18-02 AS REPEALED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF OAKBROOK TERRACE, ILLINOIS.  
DATE: 1-10-2018  
BY: Michael Bailey  
CITY CLERK

STATE OF ILLINOIS )  
COUNTY OF DECATUR )  
RECORDER'S CERTIFICATE  
THIS INSTRUMENT NUMBER 2018-00007 WAS FILED FOR RECORD IN THE RECORDS OFFICE OF DECATUR COUNTY, ILLINOIS, BY THE City of Oakbrook Terrace AS IN 2 18 00000000.  
AFTER RECORDING, PLEASE REFER TO:  
Submitted By:  
City of Oakbrook Terrace  
171075 Burbank Road  
Oakbrook Terrace, IL 60181

STATE OF ILLINOIS )  
COUNTY OF DECATUR )  
SURVEYOR CERTIFICATE  
I, JOSEPH H. DECKER, AN ILLINOIS LAND SURVEYOR, HAVE SURVEYED THE PROPERTY DESCRIBED HEREIN FOR THE PURPOSE OF ANNEXATION TO THE CITY OF OAKBROOK TERRACE, ILLINOIS, AS SHOWN BY THE PLAT HEREBY REFERRED TO.  
DATE: December 5, 2017  
Joseph H. Decker  
ILLINOIS LAND SURVEYOR NO. 526  
JLSD07, 11-05-8918  
JOSEPH H. DECKER  
2205 BUCKINGHAM DRIVE  
MENSALE, IL 60527  
630-790-8800