



**AGENDA ITEM #9D/9E/9F/9G**

**AGENDA ITEM EXECUTIVE SUMMARY  
Village Board Meeting  
3/13/2023**

**Item Title:**                   **6N736 & 6N744 Medinah Road Amendment to Pre-Annexation Agreements**

**Staff Contact:**           Caron Bricks, AICP, Community Development Manager

OLD BUSINESS

**VILLAGE BOARD ACTION:**

- |  |
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| <ol style="list-style-type: none"><li><b>1. Open public hearing for the Amendments to the Pre-Annexation Agreements for 6N736 &amp; 6N744 Medinah Road.</b></li><li><b>2. Close public hearing for the Amendments to the Pre-Annexation Agreements for 6N736 &amp; 6N744 Medinah Road.</b></li><li><b>3. Pass an Ordinance Approving and Authorizing the Execution of an Amendment to the Pre-Annexation Agreement for the Property Commonly Referred to as 6N736 Medinah Road, Medinah, Illinois.</b></li><li><b>4. Pass an Ordinance Approving and Authorizing the Execution of an Amendment to the Pre-Annexation Agreement for the Property Commonly Referred to as 6N744 Medinah Road, Medinah, Illinois.</b></li></ol> |
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**Executive Summary:**

The public hearing notice for an amendment to the pre-annexation agreement for 6N736 and 6N744 Medinah Road was published in the ***Daily Herald on February 24, 2023***. The pre-annexation was originally approved on December 6, 2021 to allow the subject properties (4 Points Whiskey Saloon & Grill and the Medinah Post Office) to connect to water and sewer.

The owner has paid all application fees as required, as well as payment in full of the impact fee approved by the Village Board. The property was required to connect to utilities no later than December 6, 2022. However, due to multiple complications regarding the extension and construction of the utilities, the owner has not yet connected to Village utilities as required by the original agreement. The owner has requested an extension that gives them until December 31, 2023 to connect to water and sewer. The amendments reflect the change in deadline. It also reflects that all payments owed to the Village by the agreements have been made in full.

**Implications:**

**Is this item budgeted?** n/a

**Estimated cost:** n/a

**Any other implications to be considered?** n/a

**Strategic Priority:**

N/A

**Attachments:**

Certificate of Publication

Ordinances

NOTICE OF A  
PUBLIC HEARING  
AMENDMENT TO  
PRE-ANNEXATION  
AGREEMENT

NOTICE IS HEREBY GIVEN that on the 13th day of March, 2023, at the hour of 7:00 p.m. the Board of Trustees of the Village of Roselle will conduct a public hearing during the course of the regularly scheduled meeting of the Village Board at the Roselle Village Hall, 31 S. Prospect Street, Roselle, Illinois, 60172, Second Floor, Council Chambers, for the purpose of amending the pre-annexation agreement for the property commonly referred to as 6N736 and 6N744 Medinah Road, Medinah, Illinois. Specifically, the Village will consider amendments to the respective agreements allowing for additional time to connect to the Village's water and sewer systems.

A copy of the proposed amendment to the respective pre-annexation agreements are on file with the Village Clerk. You are further notified that the proposed amendment to the pre-annexation agreement may be changed, altered, modified, amended or re-drafted in its entirety after the public hearing. All persons present shall be given an opportunity to be heard. Published in Daily Herald February 24, 2023 (4595861)

## CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

### DuPage County Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DuPage County DAILY HERALD**. That said **DuPage County DAILY HERALD** is a secular newspaper, published in Naperville, DuPage County, State of Illinois, and has been in general circulation daily throughout DuPage County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **DuPage County DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 02/24/2023 in said **DuPage County DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY

Designee of the Publisher of the Daily Herald

Control # 4595861



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**THE VILLAGE OF ROSELLE**  
DUPAGE AND COOK COUNTIES, ILLINOIS

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**ORDINANCE**  
NUMBER \_\_\_\_\_

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**AN ORDINANCE  
APPROVING AND AUTHORIZING  
THE EXECUTION OF AN AMENDMENT TO  
THE PRE-ANNEXATION AGREEMENT FOR  
THE PROPERTY COMMONLY REFERRED TO AS  
6N736 MEDINAH ROAD, MEDINAH, ILLINOIS**

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DAVID PILESKI, Mayor  
AMANDA HAUSMAN, Village Clerk

BRUCE BERKSHIRE  
WAYNE D. DOMKE  
CHERYL LENISA  
TOM DELLA PENNA  
TOM PIORKOWSKI  
LEE TREJO

Village Board

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Published in pamphlet form by authority of the  
Mayor and the Board of Trustees of the Village of Roselle  
on this the 13th day of March, 2023

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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE  
APPROVING AND AUTHORIZING  
THE EXECUTION OF AN AMENDMENT TO  
THE PRE-ANNEXATION AGREEMENT FOR  
THE PROPERTY COMMONLY REFERRED TO AS  
6N736 MEDINAH ROAD, MEDINAH, ILLINOIS**

**WHEREAS**, the Village of Roselle is a municipal corporation organized pursuant to the laws of the State of Illinois possessing certain powers and perform certain functions pertaining to its local government and affairs as provided for by and through the Illinois Constitution of 1970, Illinois Municipal Code and Illinois Statute;

**WHEREAS**, the Village of Roselle (hereinafter referred to as "Village") on or about December 6, 2021 approved a pre-annexation agreement for the property commonly referred to as 6N736 Medinah Road, Roselle, Illinois (hereinafter referred to as the "Subject Property");

**WHEREAS**, upon approval of the corporate authorities may enter into an agreement with another party pursuant to Illinois Statute;

**WHEREAS**, that as one of the terms and conditions of the pre-annexation agreement it was agreed upon by the respective parties that certain improvements along with the payment of the required impact fees with respect to the Subject Property;

**WHEREAS**, that the owner of the Subject Property has yet to comply with all of the terms and conditions of the pre-annexation agreement and is requesting an extension of time in order to fully comply with the pre-annexation agreement and the Village is desirous of providing the owner with the additional time; and

**WHEREAS**, the Corporate Authorities of the Village of Roselle have determined that it is in the best interests of the health, welfare and safety of the residents of the Village to amend the pre-annexation agreement as referenced herein.

**NOW, THEREFORE, BE IT ORDAINED**, in open meeting assembled, by the Mayor and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois, as follows:

**Section One – Recitals**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to the ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this ordinance as legislative findings.

**Section Two – Approval of Amendment to Pre-Annexation Agreement**

The Village hereby approves the amendment to the pre-annexation agreement substantially in the form attached hereto and made a part hereof as Exhibit A (hereinafter referred to as the "Amendment") and directs the Village Administrator to negotiate final terms, if any, with the advice of the Village Attorney.

### **Section Three – Authorization and Direction**

The Mayor is hereby authorized to execute the Amendment substantially in the form of such agreement attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such contracts.

### **Section Four - Other Actions Authorized**

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this ordinance and otherwise to consummate the transactions contemplated herein and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

### **Section Five - Acts of Village Officials**

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

### **Section six - Passage Clause**

That this ordinance shall take full force and effect from and after its passage, approval and publication as provided by law.

### **Section Seven - Publication**

This ordinance shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

### **Section Eight – Conflict Clause**

All ordinances, parts of ordinances, resolutions, parts of resolutions and/or board actions in conflict herewith are hereby repealed to the extent of such conflict.

### **Section Nine – Saving Clause**

If any section, paragraph, clause or provision of this ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this ordinance which are hereby declared to be separable.

### **Section Ten – Recording**

This ordinance shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Roselle.

**DECIDED** pursuant to a Roll Call Vote:

	YES	NO	ABSENT	PRESENT
Bruce Berkshire				
Wayne D. Domke				
Cheryl Lenisa				
Tom Della Penna				
Tom Piorkowski				
Lee Trejo				
David Pileski				
TOTAL				

**PASSED AND APPROVED** by the Village of Roselle Board of Trustees on the 13th day of March, 2023:

\_\_\_\_\_  
David Pileski  
Mayor

ATTEST:

\_\_\_\_\_  
Amanda Hausman  
Village Clerk

STATE OF ILLINOIS )  
 ) SS  
 COUNTIES OF DUPAGE AND COOK )

**CLERK’S CERTIFICATION**

I, Amanda Hausman hereby certify that I am the duly appointed and qualified Village Clerk in and for the Village of Roselle, DuPage and Cook Counties, Illinois; that I am the keeper of the files, records, and seal of said Village, and that the following is a true and correct copy of Ordinance No. \_\_\_\_\_

**AN ORDINANCE APPROVING AND AUTHORIZING  
 THE EXECUTION OF AN AMENDMENT TO  
 THE PRE-ANNEXATION AGREEMENT FOR  
 THE PROPERTY COMMONLY REFERRED TO AS  
 6N736 MEDINAH ROAD, ROSELLE, ILLINOIS**

adopted and approved by the Mayor and the Board of Trustees at an official meeting held on March 13, 2023 and that the vote on the motion for adoption was as follows:

	YES	NO	ABSENT	PRESENT
Bruce Berkshire				
Wayne D. Domke				
Cheryl Lenisa				
Tom Della Penna				
Tom Piorkowski				
Lee Trejo				
David Pileski				
TOTAL				

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of Roselle, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

I further state that this Certification is issued under my hand and the seal of the Village of Roselle as required in the Illinois Compiled Statues 65 ILCS 5/1-2-4.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the Corporate Seal of said Village of Roselle, DuPage and Cook Counties, Illinois on the date set forth herein.

\_\_\_\_\_  
 Amanda Hausman, Village Clerk

(SEAL)



Exhibit A

Amendment to Pre-Annexation Agreement

DRAFT

**AN AMENDMENT TO  
A PRE-ANNEXATION AGREEMENT FOR  
THE PROPERTY COMMONLY REFERRED TO AS  
6N736 MEDINAH ROAD, ROSELLE, ILLINOIS**

**THIS AMENDMENT TO THE PRE-ANNEXATION AGREEMENT** is entered into this \_\_\_\_ day of March, 2023 (hereinafter referred to as the “Amendment”) by and between Village of Roselle (hereinafter referred to as “Roselle”) and Paul Kopulos (hereinafter referred to as “Owner”), hereinafter collectively referred to as the “Parties.”

**Recitals**

**WHEREAS**, the Village of Roselle is a non-home rule unit of local government organized and existing under the laws of the State of Illinois;

**WHEREAS**, on or about December 6, 2021 the Village entered into a Pre-Annexation Agreement (hereinafter referred to as the “Agreement”) for the property commonly referred to as 6N736 Medinah Road, Roselle, Illinois (hereinafter referred to as the “Subject Property”);

**WHEREAS**, as a term and condition of the Pre-Annexation Agreement the Owner was responsible to make certain improvements and pay certain fees relative to the development of the Subject Property, as of today’s date the Owner has failed to meet all of the terms and conditions of the pre-annexation and has requested an extension of time;

**WHEREAS**, the parties wish to memorialize their understanding relative to the extension of time to comply with the terms and conditions of the Pre-Annexation Agreement; and

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which are hereby acknowledged, it is hereby agreed by the parties as follows:

**Section One - Recitals**

The parties acknowledge that the statements and representations made in the foregoing recitals are true and correct and are hereby incorporated herein as if fully set forth herein.

**Section Two – Amendment to Section 8 Utilities and Public Improvements**

Section 8 UTILITIES AND PUBLIC IMPROVEMENTS is hereby amended as follows:

As a condition of this Agreement, the Owner is requesting connection to, and service from, the following Village utilities and public improvements. The Owner understands that any connection to these Village utilities and public improvements shall be done in accordance with Village engineering standards, the Village Code, and such extension, and all costs related thereto, shall be the responsibility of the Owner and/or the Owner’s contractor:

- a. Water Facilities. The Owner shall connect to the Village’s water main by December 31, 2023 within one (1) year after the approval of the pre-annexation agreement.

- b. Sanitary Sewer Facilities. The Owner shall connect to the Village's sanitary sewer main by December 31, 2023 ~~within one (1) year after the approval of the pre-annexation agreement.~~
- c. Public Sidewalk. A sidewalk was previously constructed on the site.

**Section Three – Miscellaneous**

- a) The parties agree and understand that all terms and conditions of said Agreement shall remain in full force and effect except to the extent that there is conflict with the terms and conditions contained in this Amendment to that extent the terms and conditions set forth herein shall prevail.
- b) This Amendment shall become effective as of the date of the last signature below.
- c) This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

**IN WITNESS WHEREOF**, the parties have executed this Amendment to the Pre-Annexation Agreement as of the day and year first above written.

Village of Roselle:

Owner:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

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**THE VILLAGE OF ROSELLE**  
DUPAGE AND COOK COUNTIES, ILLINOIS

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**ORDINANCE**  
NUMBER \_\_\_\_\_

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**AN ORDINANCE  
APPROVING AND AUTHORIZING  
THE EXECUTION OF AN AMENDMENT TO  
THE PRE-ANNEXATION AGREEMENT FOR  
THE PROPERTY COMMONLY REFERRED TO AS  
6N744 MEDINAH ROAD, MEDINAH, ILLINOIS**

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DAVID PILESKI, Mayor  
AMANDA HAUSMAN, Village Clerk

BRUCE BERKSHIRE  
WAYNE D. DOMKE  
CHERYL LENISA  
TOM DELLA PENNA  
TOM PIORKOWSKI  
LEE TREJO

Village Board

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**WHEREAS**, the Village of Roselle is a municipal corporation organized pursuant to the laws of the State of Illinois possessing certain powers and perform certain functions pertaining to its local government and affairs as provided for by and through the Illinois Constitution of 1970, Illinois Municipal Code and Illinois Statute;

**WHEREAS**, the Village of Roselle (hereinafter referred to as "Village") on or about December 6, 2021 approved a pre-annexation agreement for the property commonly referred to as 6N744 Medinah Road, Roselle, Illinois (hereinafter referred to as the "Subject Property");

**WHEREAS**, upon approval of the corporate authorities may enter into an agreement with another party pursuant to Illinois Statute;

**WHEREAS**, that as one of the terms and conditions of the pre-annexation agreement it was agreed upon by the respective parties that certain improvements along with the payment of the required impact fees with respect to the Subject Property;

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**WHEREAS**, the Corporate Authorities of the Village of Roselle have determined that it is in the best interests of the health, welfare and safety of the residents of the Village to amend the pre-annexation agreement as referenced herein.

**NOW, THEREFORE, BE IT ORDAINED**, in open meeting assembled, by the Mayor and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois, as follows:

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The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to the ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this ordinance as legislative findings.

**Section Two – Approval of Amendment to Pre-Annexation Agreement**

The Village hereby approves the amendment to the pre-annexation agreement substantially in the form attached hereto and made a part hereof as Exhibit A (hereinafter referred to as the "Amendment") and directs the Village Administrator to negotiate final terms, if any, with the advice of the Village Attorney.

### **Section Three – Authorization and Direction**

The Mayor is hereby authorized to execute the Amendment substantially in the form of such agreement attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such contracts.

### **Section Four - Other Actions Authorized**

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this ordinance and otherwise to consummate the transactions contemplated herein and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

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### **Section six - Passage Clause**

That this ordinance shall take full force and effect from and after its passage, approval and publication as provided by law.

### **Section Seven - Publication**

This ordinance shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

### **Section Eight – Conflict Clause**

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### **Section Ten – Recording**

This ordinance shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Roselle.

**DECIDED** pursuant to a Roll Call Vote:

	YES	NO	ABSENT	PRESENT
Bruce Berkshire				
Wayne D. Domke				
Cheryl Lenisa				
Tom Della Penna				
Tom Piorkowski				
Lee Trejo				
David Pileski				
TOTAL				

**PASSED AND APPROVED** by the Village of Roselle Board of Trustees on the 13th day of March, 2023:

\_\_\_\_\_  
David Pileski  
Mayor

ATTEST:

\_\_\_\_\_  
Amanda Hausman  
Village Clerk

STATE OF ILLINOIS )  
 ) SS  
 COUNTIES OF DUPAGE AND COOK )

**CLERK’S CERTIFICATION**

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 THE EXECUTION OF AN AMENDMENT TO  
 THE PRE-ANNEXATION AGREEMENT FOR  
 THE PROPERTY COMMONLY REFERRED TO AS  
 6N744 MEDINAH ROAD, ROSELLE, ILLINOIS**

adopted and approved by the Mayor and the Board of Trustees at an official meeting held on March 13, 2023 and that the vote on the motion for adoption was as follows:

	YES	NO	ABSENT	PRESENT
Bruce Berkshire				
Wayne D. Domke				
Cheryl Lenisa				
Tom Della Penna				
Tom Piorkowski				
Lee Trejo				
David Pileski				
TOTAL				

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of Roselle, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

I further state that this Certification is issued under my hand and the seal of the Village of Roselle as required in the Illinois Compiled Statues 65 ILCS 5/1-2-4.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the Corporate Seal of said Village of Roselle, DuPage and Cook Counties, Illinois on the date set forth herein.

\_\_\_\_\_  
 Amanda Hausman, Village Clerk

(SEAL)



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**Recitals**

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**WHEREAS**, as a term and condition of the Pre-Annexation Agreement the Owner was responsible to make certain improvements and pay certain fees relative to the development of the Subject Property, as of today’s date the Owner has failed to meet all of the terms and conditions of the pre-annexation and has requested an extension of time;

**WHEREAS**, the parties wish to memorialize their understanding relative to the extension of time to comply with the terms and conditions of the Pre-Annexation Agreement; and

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which are hereby acknowledged, it is hereby agreed by the parties as follows:

**Section One - Recitals**

The parties acknowledge that the statements and representations made in the foregoing recitals are true and correct and are hereby incorporated herein as if fully set forth herein.

**Section Two – Amendment to Section 8 Utilities and Public Improvements**

Section 8 UTILITIES AND PUBLIC IMPROVEMENTS is hereby amended as follows:

As a condition of this Agreement, the Owner is requesting connection to, and service from, the following Village utilities and public improvements. The Owner understands that any connection to these Village utilities and public improvements shall be done in accordance with Village engineering standards, the Village Code, and such extension, and all costs related thereto, shall be the responsibility of the Owner and/or the Owner’s contractor:

- a. Water Facilities. The Owner shall connect to the Village’s water main by December 31, 2023 within one (1) year after the approval of the pre-annexation agreement.

- b. Sanitary Sewer Facilities. The Owner shall connect to the Village's sanitary sewer main by December 31, 2023 ~~within one (1) year after the approval of the pre-annexation agreement.~~
- c. Public Sidewalk. A sidewalk was previously constructed on the site.

**Section Three – Amendment to Section 9 Water/Sewer Impact Fees**

Owner shall pay the Village for the impact of the property on the Village's water and sanitary sewer facilities in the amount of \$122,539.78. The Village acknowledges this payment has been satisfied in full by direct deposit on December 29, 2022. ~~The amount owed per year is shown in Exhibit B, which is attached hereto and incorporated herein, contributes to the property's impact on the Village's watermain, the Lake Park Lift Station, and future necessary expansion of the Devlin Wastewater Facility. These fees shall be paid on an annual basis, which includes a 2.5% consumer price index (CPI) escalator each year from December 2022 through December 2032, or the first ten (10) years of the life of this agreement. Over the ten (10) years of annual payments with the annual CPI increase, the amount paid to the Village of Roselle would be \$127,559.46. In lieu of a ten (10) year annual payment, the Owner may submit a one-time payment, prior to the recording of this document, in the amount of \$113,858 (if in 2021, or \$116,704.45 if in 2022). These fees are a material element of this agreement and any default in payment will entitle the Village, upon 14 days written notice without payment of the fee to the Village, to disconnect all Village utilities from the Property.~~

**Section Four – Miscellaneous**

- a) The parties agree and understand that all terms and conditions of said Agreement shall remain in full force and effect except to the extent that there is conflict with the terms and conditions contained in this Amendment to that extent the terms and conditions set forth herein shall prevail.
- b) This Amendment shall become effective as of the date of the last signature below.
- c) This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

**IN WITNESS WHEREOF**, the parties have executed this Amendment to the Pre-Annexation Agreement as of the day and year first above written.

Village of Roselle:

Owner:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk