



## ORDINANCE NO. 1023

**AN ORDINANCE GRANTING ECONOMIC DEVELOPMENT  
WAIVERS TO HENDERSON-WEIR AGENCY, INC. PURSUANT TO  
SECTION 153.005 OF THE VILLAGE CODE**

Published in pamphlet form by authority of the Village President and  
Board of Trustees of the Village of Mackinaw.


March 29, 2022

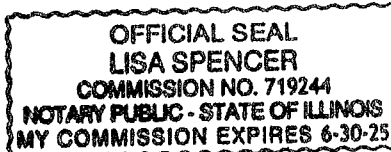
STATE OF ILLINOIS           )  
  )ss.  
TAZEWELL COUNTY           )  
  )  
VILLAGE OF MACKINAW       )

CERTIFICATION

I, Lisa Spencer, Village Clerk of the Village of Mackinaw, Tazewell County, Illinois, do hereby certify that as such officer, I am the Clerk of the Board of Trustees of said Village, the keeper and custodian of the books, papers, records, reports, ordinances and minutes of the meetings of the Board of Trustees of said Village; and that the instrument attached hereto is a full, true and correct copy of the original Ordinance adopted by the Board of Trustees of the Village of Mackinaw at a regular meeting thereof on the 11th day of April 2022, approved by the Board, as said Ordinance appears on file in my office and as the same is recorded in the Book of Ordinances of said Village.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the official seal of said Village of Mackinaw, Illinois, this 11th day of April 2022.

  
\_\_\_\_\_  
LISA SPENCER, Village Clerk  
Village of Mackinaw  
Tazewell County, Illinois



ORDINANCE NO. 1023

AN ORDINANCE GRANTING ECONOMIC DEVELOPMENT WAIVERS TO  
HENDERSON-WEIR AGENCY, INC. PURSUANT TO SECTION 153.005 OF THE  
VILLAGE CODE

WHEREAS, Henderson-Weir Agency, Inc., is the owner of a certain tract of land being 4.317 acres, more or less, located off of E. Fast Ave., Mackinaw Illinois being a part of PIN 13-13-16-200-025 (the "Subject Property");

WHEREAS, Henderson-Weir Agency, Inc. has petitioned for annexation to the Village of Mackinaw;

WHEREAS, Henderson-Weir Agency, Inc. desires to subdivide the Subject Property, and is desirous of obtaining waivers of certain provisions of Chapter 152 of the Village Code related to the subdivision of lands, such waivers being permitted under Section 152.05 of the Village Code; and

WHEREAS, the proper procedure has been in all respects followed under the Village Code of the Village of Mackinaw, including the conduct of a public hearing following published notice, a certificate of publication for same being attached hereto as Exhibit A;

WHEREAS, the Village Board of the Village of Mackinaw has determined that it is in the best interest of the Village of Mackinaw, and would benefit the economy of the Village of Mackinaw and its citizens for such economic development waivers to be granted;

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MACKINAW, TAZEWELL COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1. The recitations and findings contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. Economic Development Waivers under section 152.05 of the Village Code of the Village of Mackinaw are hereby granted, as such are set forth in the agreement attached hereto as Exhibit B. The Agreement attached hereto as Exhibit A is hereby approved.

SECTION 3. The Village President and Village Clerk are authorized to execute the Agreement attached hereto as Exhibit B.


SECTION 4. This Ordinance shall be effective upon passage.

PASSED by the President and Board of Trustees of the Village of Mackinaw, Tazewell County, Illinois, this 11<sup>th</sup> day of April, 2022.

APPROVED:   


Josh Schmidgall, President of the Board Trustees

ATTEST:

  
\_\_\_\_\_  
Lisa Spender, Village Clerk

AYES: 5 including President

ABSENT: 2

NAYES: 0

## AGREEMENT FOR ECONOMIC DEVELOPMENT WAIVERS

This Agreement is hereinafter set forth by and between the Village of Mackinaw, hereinafter "VILLAGE", and Henderson-Weir Agency, Inc., hereinafter "DEVELOPER". It is agreed by the parties as follows:

1. TERRITORY SUBJECT TO THIS AGREEMENT: DEVELOPER has filed a Petition with the VILLAGE to annex certain property to the Village of Mackinaw, hereinafter being referred to as the "Subject Property," and legally described as follows:

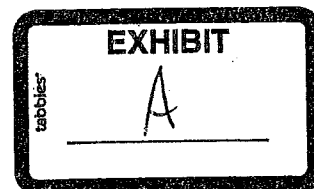
A PART OF TRACT J2 AS DEFINED IN PLAT BOOK GGG, PAGE 87 & 88, BEING A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 24 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT J2;  
THENCE N 89°39'54" W, (BEARINGS -PER PLAT BOOK GGG, PAGE 87 & 88) ALONG THE SOUTH LINE OF SAID TRACT J2, ALSO BEING THE NORTH RIGHT OF WAY LINE OF EAST FAST AVENUE A DISTANCE OF 424.46 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUING N 89°39'54"W ALONG SAID SOUTH LINE, A DISTANCE OF 314.00 FEET TO THE EAST LINE OF AN EXISTING TRACT AS DEFINED IN DOCUMENT 652660;  
THENCE N 12°24'59" W, ALONG SAID EAST LINE, A DISTANCE OF 624.39 FEET TO THE SOUTH LINE OF LOT J2-1 AS DEFINED IN PLAT BOOK OOO, PAGE 34;  
THENCE S 89°40'36" E, ALONG SAID SOUTH LINE, A DISTANCE OF 189.30 FEET;  
THENCE S 35°49'28" E, A DISTANCE OF 328.10 FEET;  
THENCE S 27°35'36" E, A DISTANCE OF 185.62 FEET;  
THENCE S 03°41'10" E, A DISTANCE OF 87.46 FEET;  
THENCE S 14°56'35" W, A DISTANCE OF 95.85 FEET TO THE POINT OF BEGINNING.

DESCRIBED PART OF TRACT J2 CONTAINS 4.317 ACRES MORE OR LESS.

PIN: Part of 13-13-16-200-025

Common Address: Fast Ave., Mackinaw IL 61755



2. DEVELOPMENT OF SUBDIVISION: DEVELOPER intends to develop a residential subdivision on the Subject Property which shall include 4 residential lots. DEVELOPER intends for the subdivision to be similar in nature to Eastwood Prairie subdivision.

3. ECONOMIC DEVELOPMENT WAIVERS: To facilitate the proposed development, VILLAGE hereby grants to DEVELOPER waivers or modifications for the development of the Subject Property, as authorized under Section 152.05 of the Village Code, as follows:

- a) Requirement of preliminary plat under Section 152.03 is hereby waived.
- b) Requirement to connect to Village sanitary sewers under Section 152.38 is waived.  
Developer shall be permitted to utilize private septic systems for each lot, with the plans and specifications for same to be approved by the Tazewell County Health Department
- c) Requirement of developer to post a bond under Section 152.04(C) is hereby waived
- d) Private drive(s) shall be permitted as the sole access, notwithstanding any provision of Section 152.16 which may require public streets for the subdivision. The parties acknowledge and agree that access shall be provided through private drive(s).
- e) Requirement for subdivider to provide subdivision with an adequate storm sewer system and storm water controls in accordance with Section 152.40 of the Village Code is hereby waived.
- f) Street lighting under Section 152.41 of the Village Code is hereby waived.
- g) Plat review fee under Section 152.03 is hereby waived.
- h) Engineering inspection fees under Section 152.43(A) are hereby waived.

4. PLAT OF SURVEY: A final plat of the subdivision shall be prepared by DEVELOPER. The final plat of the subdivision shall be reviewed by the VILLAGE'S engineer. DEVELOPER

shall make any modifications to the final plat as may be required by the VILLAGE'S engineer so long as those changes are not inconsistent with the terms of this Agreement. Upon approval of the final plat by the VILLAGE'S engineer, the final plat shall be submitted to the Zoning Board of Appeals for its approval based upon the agreements contained herein. The role of the Zoning Board of Appeals shall be to determine if the plat is in compliance with the Ordinances of VILLAGE as modified and waived by this agreement and that the proposed plat is in compliance with this agreement. Following approval by the Zoning Board of Appeals, the plat shall be executed by the Village Plat Officer and provided to the Developer for recording.

5. OBLIGATIONS OF DEVELOPER: The property that is the subject of this agreement is currently vacant land. DEVELOPER hereby agrees to develop said property to accommodate four (4) residential lots. The VILLAGE is materially induced to enter into this Agreement by the prospects for the construction of four new single family homes on the Subject Property. The DEVELOPER shall take the following actions to develop this property:

- a) The plat shall be prepared as described in the preceding paragraph.
- b) Easements shall be dedicated as provided for in the plat and building set back lines shall be set forth in the plat.
- c) Electric service shall be installed to service all lots in the new subdivision.
- d) An appropriate ingress and egress entrance shall be developed for the subdivision, which shall include bituminous surface along the south 30 feet of the entrance.
- e) Restrictions shall be recorded at the Recorder of Deeds Office of Tazewell County and shall apply to all the lots in the proposed subdivision.

- f) DEVELOPER shall comply with all requirements of this Agreement, and all requirements of the Village Code applicable to the subdivision which are not waived by this Agreement.
- g) While VILLAGE has waived the requirement that any storm sewer system be constructed to comply with the requirements of the Village Code, VILLAGE nonetheless advises DEVELOPER that action may be needed by DEVELOPER to mitigate effects of the development on surface water drainage. DEVELOPER shall be responsible for any drainage coefficient calculations, and for any measures which may be necessary or prudent to mitigate against erosion or adverse effects to those who receive or shall receive surface water runoff from the Subject Property. These measures may include, but not be limited to, the installation of log check dams in the ravines on the Subject Property or land adjoining the Subject Property owned by the DEVELOPER.
- h) DEVELOPER shall market the lots for sale and shall undertake reasonable efforts to cause the lots to be sold for the development of single family homes.

6. VILLAGE ASSISTANCE: VILLAGE agrees to provide the following assistance to the DEVELOPER to allow for the development of the subdivision:

- a) The VILLAGE shall be responsible for all costs associated with extending a water main to service the Subject Property. The VILLAGE's responsibilities shall include paying all costs of engineering, permitting, and construction for the aforesaid water main extension. Service connections shall not be installed by the VILLAGE at this time. Water services shall be installed at the time each lot is developed. Those service connection fees ordinarily charged by the VILLAGE are not hereby waived. Whenever



any lot is developed and a connection to the VILLAGE water main is requested, those ordinary service connection fees shall be due and payable to the VILLAGE.

7. BENEFITS: The Board of Trustees of VILLAGE finds that this Agreement benefits the entire VILLAGE. The proposed subdivision provides a unique character and concept which may provide a valuable attraction. The development set forth within this agreement provides an addition to the tax base of VILLAGE, provides for the opportunity for additional revenues in the form of utility tax, water fee revenue and property tax. Finally, VILLAGE finds that due to the "tax caps" that have been imposed in Tazewell County, VILLAGE'S income has been restricted, its citizens continue to demand public services and costs continue to rise. By increasing the tax base additional income will be generated which will assist in the operation of VILLAGE services.

8. AUTHORITY: VILLAGE has entered into this agreement pursuant to §152.05 of the Village Code of the VILLAGE. The notice required by §152.05 was published. VILLAGE hereby finds that the waivers that are contained within this agreement would benefit the economy of VILLAGE and its citizens. VILLAGE finds that this agreement is in the best interest of the citizens of VILLAGE and the requested waivers should be granted.

9. ROLE OF MCGRATH: McGrath Law Office, P.C. is the attorney for VILLAGE. McGrath Law Office, P.C. has provided legal services to DEVELOPER on other unrelated matters. BY EXPRESS DIRECTION AND AGREEMENT OF THE PARTIES, MCGRATH LAW OFFICE, P.C. SHALL ONLY REPRESENT VILLAGE WITH REGARD TO THE ANNEXATION AND THIS AGREEMENT.

10. BINDING EFFECT: If any provision of this agreement or any section, sentence, clause, or word or the application thereof in any circumstance is held invalid, the validity of the remainder of this agreement and the application of any such provision, section, sentence, clause,


or word in any other circumstance shall not be affected thereby. This agreement is binding upon the parties hereto, their heirs, successors and assigns. DEVELOPER has signed this agreement pursuant to authority given to its officers by its Board of Directors. VILLAGE has signed this agreement pursuant to authority granted to its President and Secretary by the Board of Trustees of VILLAGE.

This Agreement will be deemed effective as of the date last signed.

Dated this 12 day of April, 2021.

**DEVELOPER:**  
HENDERSON-WEIR AGENCY, INC.

BY:   
Timothy R. Weir, President

ATTEST  
  
Chad Hovey, Secretary

Dated this 12 day of April, 2021.

**VILLAGE OF MACKINAW**

By:   
Josh Schmidgall, President

Attested to:

By:   
Lisa Spencer, Village Clerk

**This Document prepared by:**  
MCGRATH LAW OFFICE, P.C.  
Patrick B. McGrath  
Attorney for VILLAGE  
113 S. Main St., P.O. Box 139  
Mackinaw, Illinois 61755  
(309) 359-3461

AFFP

NOTICE OF PUBLIC HEARING ON EC

McGrath Law Office P.C.  
113 S. Main St.  
P.O. Box 139  
Mackinaw, IL 61755

NOTICE OF PUBLIC HEARING ON  
ECONOMIC DEVELOPMENT WAIVERS  
BOARD OF TRUSTEES  
OF THE VILLAGE OF MACKINAW, ILLINOIS

On April 11, 2022, at 7:05 p.m., a public hearing will be held by the Board of Trustees of the Village of Mackinaw at the Village of Mackinaw Municipal Building, 100 E. East Avenue, Mackinaw, Illinois, for the purpose of considering and hearing testimony relative to the award of economic development waivers pursuant to Section 152.05 of the Village Code of the Village of Mackinaw for the subdivision of a certain tract of land described as follows:

A PART OF TRACT J2 AS DEFINED IN PLAT BOOK GGG, PAGE 87 & 88, BEING A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 24 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, AND BEING FURTHER DESCRIBED AS FOLLOWS:

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DESCRIBED PART OF TRACT J2 CONTAINS 4.317 ACRES MORE OR LESS.

PIN: Part of 13-13-16-200-025

Common Address: East Ave., Mackinaw IL 61755

Upon request you may obtain a copy of the proposed agreement between the Developer and the Village of Mackinaw setting forth the proposed economic development waivers. The terms of such agreement may be changed, altered, modified, amended, or redrafted in its entirety after the public hearing.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

Village of Mackinaw

By: /s/ Lisa Spencer

Lisa Spencer, Village Clerk

**Affidavit of Publication**

STATE OF ILLINOIS  
COUNTY OF TAZEWELL

I, said Legal Clerk, being duly sworn, says:

That I am the Legal Clerk of the Pekin Daily Times, a daily newspaper of general circulation, printed and published in Pekin, Tazewell County, Illinois; that the publication, a copy of which is attached hereto, was published in the said newspaper in the issues dated:

April 02, 2022

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Legal Clerk

Subscribed to and sworn to me this 2nd day of April 2022.

Notary Public, State of Wisconsin, County of Brown

My commission expires:

6/30/2025

00022500 00107692

AMY KOKOTT  
Notary Public  
State of Wisconsin

