

Bond Case Briefs

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ANNEXATION - ILLINOIS

Village of Freeburg v. Helms

Appellate Court of Illinois, Fifth District - September 25, 2013 - Not Reported in N.E.2d - 2013 IL App (5th) 120288-U

Landowner and Village entered into an annexation agreement and permanent utility easement providing for the annexation of a 145-acre tract of land owned by Landowner in exchange for the Village constructing sewer lines and a lift station on a 9-acre tract of land owned by Landowner. The annexation agreement and utility easement also provided for a \$300-per-day fee if the construction was not completed within a certain time frame.

Landowner sued for breach of the agreements. The Village argued that the contract was void because it had not made a prior appropriation of funds for this project, as required under section 8-1-7 of the Municipal Code.

Although the record did indicate that the agreements were approved by the corporate authorities and were properly recorded, the court concluded that any contract made in violation of section 8-1-7 of the Municipal Code is null and void. The requirements of section 8-1-7 are mandatory. Therefore, the annexation agreement and the permanent utility easement were unenforceable against the Village.