

## **Chapter 22**

### **SUBDIVISION REGULATIONS**

#### **22.01 TITLE, PURPOSE AND JURISDICTION**

A. Short Title: This Chapter 22 (“Chapter”) shall be known and cited as the “Algonquin Subdivision Ordinance” and shall replace any and all previously stated Algonquin Subdivision Ordinances.

B. Purpose: The purpose of this Chapter is to provide reasonable rules and regulations for the orderly development of land within the territorial jurisdiction of the Village in accordance with its Official Comprehensive Plan; to establish reasonable requirements governing the location, width, course, and surfacing of public streets, highways, alleys, ways for public service facilities, curbs, gutters, sidewalks, street lights, landscaping, tree preservation, parks, playgrounds, school grounds, the size of lots to be used for residential, commercial, and industrial purposes, storm water drainage, water supply and distribution, wetlands, sanitary sewers and sewage collection and treatment, including the kind and quality of materials which shall be used in the construction of streets, alleys, and public service facilities required in the Village (“Public Improvements Standards”); and to provide regulations for the vacation of subdivisions, streets, alleys, and easements.

The requirements set forth in this Chapter are deemed to be the minimum requirements for the protection of the health, welfare, and safety of the residents of the Village.

C. Territorial Jurisdiction: Pursuant to the authority vested under the provisions of the Illinois Municipal Code (65 ILCS 5/11-12-4 through 5/11-12-12), the Village has jurisdiction over the subdivision of all land located within its corporate limits and all of the contiguous unincorporated area within 1½ miles of its corporate limits, except:

1. If the unincorporated territory is within 1½ miles of the Village and one or more other municipalities have adopted official plans, and the Village and such other municipalities have agreed upon a boundary agreement, a line which shall mark the boundaries of the jurisdiction of each of the municipalities who have adopted such a boundary agreement, the jurisdiction of the Village shall extend to such line.
2. In the absence of a boundary agreement, the jurisdiction of the Village shall extend to a median line equidistant from its boundary and the boundary of the other corporate authority nearest to the Village at any given point on the line.

D. Reviewing and Approval Jurisdiction: No land within the territorial jurisdiction of the Village shall be subdivided or resubdivided, and no subdivision heretofore platted shall be vacated unless the Village Board shall first review and approve the preliminary and final plats of subdivision of such land, and the plat of vacation of such previously platted subdivision, including streets and easements therein.

E. Planning Jurisdiction:

1. Within Village Limits: All plats of subdivision or resubdivision and

planned developments of lands within the corporate limits of the Village shall conform to the Zoning Ordinance and the Official Comprehensive Plan, and intergovernmental boundary agreements approved by the Village Board including, but not limited to, the Required Public Improvements set forth in Section 22.06 herein.

2. Outside of Village Limits: All plats of subdivision or resubdivision and planned developments of lands outside the corporate limits of the Village but within its territorial jurisdiction, shall conform to the Official Comprehensive Plan, including, but not limited to, the Required Public Improvements set forth in Section 22.06 herein.

## 22.02 RULES AND DEFINITIONS

A. Rules of Compilation: In the compilation of this Chapter and any amendment thereto, the rules and definitions contained in this Section shall be observed and applied, except when the context clearly indicates otherwise.

1. Words used in the present tense shall include the future tenses.
2. Words used in the singular number shall include the plural number, and words used in the plural shall include the singular number.
3. The word “shall” is mandatory.
4. The word “may” is permissive.
5. The word “lot” shall mean and include the words “place” and “parcel.”
6. The phrase “used for” shall include the phrases “arranged for,” “designed for,” “intended for,” “maintained for,” and “occupied for.”
7. The word “person” shall mean and include any corporation, partnership, joint venture, company, trust, firm, association, organization, or any other entity.
8. The masculine gender includes the feminine and neuter genders.
9. In the case of any difference of meaning or application between the text of this Chapter and any caption or illustration, the text shall control.
10. The word “subdivider” shall mean any person who subdivides or resubdivides land.
11. The word “owner” shall mean and include the owner in fee simple, the titleholder of record, the trustee of any trust, which holds title to land, and the beneficiaries of such trust, or any of them.

B. Definitions: In addition to the definitions in Appendix A of this Code, the following words and terms, whether capitalized or not, shall have the meanings hereinafter set forth, except where otherwise specifically indicated. Terms not defined herein shall have the meaning customarily given them in the land development and construction industry.

**ADT**: The average daily traffic, which is based on current traffic counts, projected for future development.

**Alley**: A dedicated public right-of-way affording a secondary means of access to abutting property and not intended for general traffic circulation. Frontage on an alley shall not be construed as satisfying the requirements related to frontage on a dedicated street.

**Base Flood**: The flood having a one percent probability of being equaled or exceeded in a given year, also known as 100-year flood.

**Block:** A tract of land bounded by streets, or by a combination of streets, public parks, cemeteries, railroad rights-of-way, bulkhead lines, or shorelines of waterways, or boundary lines of the Village and/or surrounding municipalities.

**Bond:** Cash, cashier's check, or certified check, a subdivision improvement completion and payment bond or an irrevocable letter of credit as approved by the Treasurer that is posted with the Village to guarantee the completion of public improvements and payment therefore.

**Building:** Any structure with a permanent roof separated on all sides from adjacent open space by exterior or party walls, erected partially or wholly above ground, built for the shelter or enclosure of persons, animals, personal possessions or movable property of any kind. The term includes, but is not limited to, gas or liquid storage tanks, prefabricated buildings and mobile homes permanently fixed on a site and connected to water and sanitary sewer, or a septic system and/or a private well. Prefabricated buildings and mobile homes must also meet the requirements of the Zoning Ordinance and Chapter 23, Building Codes, of this Code. The term "building" includes both the above ground and the below ground portions of the structure.

**Building Line:** A line defining the buildable area of a lot, set back from its front lot line, or lines in the case of a corner lot. No building or structure shall be constructed between such building line and the front lot line(s) of such lot or in a required yard. (See the Zoning Ordinance for permitted obstructions in front, side, and rear yards.)

**Committee of the Whole:** The standing committee of the Village Board established in Section 2.08 of this Code.

**Comprehensive Plan:** The Official Comprehensive Plan of the Village, as approved and amended from time to time pursuant to 65 ILCS 5/11-12-6.

**Detention Area:** A stormwater storage area designed to be normally dry and contains water only when excess stormwater runoff occurs.

**Development:** Any man-made change to improved or unimproved real estate, including, but not limited to, earth moving, excavating, filling, grading, and paving; mining, drilling, or dredging operations; the construction of or substantial improvements made to any building or other structure; and the placement of trailers or mobile homes on a site. In addition, "development" shall include any activity, excavation or fill alteration, subdivision, change in land use, or practice including, without limitation, redevelopment, undertaken by public or private entities that affects the discharge of stormwater.

**Driveway:** A pathway for motor vehicles from a street to a structure or use used for service purposes or for access to the structure or use only.

**Easement:** An authorization or grant by a property owner for the use of private property, or a strip or portion thereof, by the Village, other governmental entity, or any person or entity for a specific purpose or purposes; or the right to use such private property, or a strip or parcel thereof, for a public or private purpose or purposes, acquired through established usage by operation of law. (See Chapters 21 and 23 of this Code for permitted structures in easements.)

**EPA:** Environmental Protection Agency.

**Excess Stormwater:** That portion of stormwater runoff that exceeds the natural drainage channels serving a specific watershed.

**Flood:** A general and temporary condition of partial or complete inundation of normally dry land areas from overflow of inland or tidal ways or the unusual and rapid accumulation of run-off of surface waters from any source.

**Flood-plain:** The land typically adjacent to a body of water with ground surface elevations at or below the base flood or the 100-year frequency flood elevation and includes detached special flood hazards areas, ponding areas and the like.

**Floodway:** The channel and that portion of the flood-plain adjacent to a stream or watercourse that is needed to convey the base flood.

**Frontage:** All the property fronting on one side of a street between the two nearest intersecting streets, measured along the line of the street, or, if on a dead end street, then all of the property abutting on one side between an intersecting street and the dead end of such street.

**Frontage Road:** A road running parallel to the arterial road that functions as the egress/ingress point for land uses, thus limiting the points of access on the arterial road.

**Grade:** The average level of the finished surface of the ground adjacent to the exterior walls of a building or structure.

**Grading:** Reshaping natural land contours, using natural land materials such as soil, gravel, sand, black dirt, etc. for the purpose of eliminating erosion or sedimentation problems, creating or improving surface drainage, providing for the natural aesthetic contouring of property, or to accommodate a building plan by making changes in land elevation.

**Groundwater Recharge:** Replenishment of existing natural underground water supplies.

**Hazardous Substance(s):**

1. Other Terms: Those substances included in the definitions of “hazardous substances,” “extremely hazardous substances,” “hazardous materials,” “toxic substances,” “toxic chemicals,” “toxic wastes,” “hazardous chemicals,” “hazardous wastes,” “solid waste,” or “pesticides” in CERCLA, RCRA, SARA, HSWA, TSCA, OSHA, FWPCA, Illinois Pesticides Act (415ILCS560/1 *et seq.*), Illinois Responsible Property Transfer Act (765ILCS90/1 *et seq.*), and the Illinois Hazardous Materials Transportation Act (430ILCS30/1 *et seq.*), 49 U.S.C. Sec. 1801, *et. seq.*, as amended and as they may be amended in the future, and in the regulations promulgated pursuant to said laws.
2. IEPA Terms: Those substances defined in Section 1003 of the IEPA (415 ILCS 5/1 *et. seq.*) and in the regulations promulgated pursuant to said act or other Illinois laws pertaining thereto.
3. Federal Terms: Those substances listed in the U.S. Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the EPA (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto).

4. **Classifications:** Such other substances, materials, and wastes that are or become regulated under applicable local, state, or federal law, or that are classified as hazardous or toxic under federal, state, or local laws, ordinances, or regulations.
5. **Clean Water Terms:** Any material waste or substance that is (a) asbestos, (b) polychlorinated biphenols, (c) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 1251 *et seq.* (33 U.S.C. Sec. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Sec. 1317), (d) explosives or (e) radioactive materials.

**IBR:** The Illinois Bearing Ratio that shows the relationship between load carrying capacity of the soil and that of a standard crushed stone base material.

**IDOT:** Illinois Department of Transportation.

**IDWR:** The Illinois Department of Natural Resources Office of Water Resources.

**IEPA:** Illinois Environmental Protection Agency.

**Improvement:** Any structure, grading, installation of water mains, sanitary sewers, lift stations, drainage ditches, swales, culverts, storm sewers, and appurtenant structures, detention and retention ponds, street base, curbs and gutters, street surfacing, bridges, sidewalks, bike paths, cross-walks, trees, street lights, and other additions or deletions from the natural state of any land that increase its utility or habitability.

**Land Division (Deed Division):** The division of a parcel of land into two or more parts, lots, tracts, or parcels by the recording of a deed or subdivision plat, in accordance with the Plat Act (765 ILCS 205/0.01 *et seq.*)

**Letter of Awareness (LOA):** A required letter that new property owners must sign informing them of future developments and public facility improvements that may impact their property.

**Lot:** A parcel of land occupied or intended to be occupied by one principal building and accessory buildings, including a designated portion of a subdivision or other parcel of land intended for transfer of ownership.

**Lot Area, Gross:** The area of a horizontal plane bounded by the lot’s front, side, and rear lot lines.

**Lot Depth:** The mean horizontal distance between the front lot line and the rear lot line measured within the lot boundaries.

**Lot Frontage:** That boundary of a lot that lies along a public or private street.

**Lot Line:** A property boundary line of any lot. When a lot extends to an abutting street or alley, the lot line shall be the nearest right-of-way line of such street or alley.

**Lot Line, Front:** That part of a lot’s boundary line that lies along a dedicated public street, or, where no public street exists, the line closest to and parallel with a dedicated public street or

public way. On a corner lot, the lot line having the shortest length abutting a street right-of-way line shall be the front lot line.

**Lot Line, Rear:** That part of a lot's boundary that is most distant from, and is, or is most nearly, parallel to the front lot line.

**Lot Line, Side:** Any boundary of a lot that is not a front lot line or a rear lot line.

**Lot of Record:** A lot that is part of a subdivision, the plat of which has been recorded in the Office of the Recorder of Deeds of the county in which such lot is located.

**Lot Width:** The horizontal distance between the side lot lines measured within the lot boundary at the building line.

**Lot, Corner:** A lot situated at the intersection of two streets whose interior angle of intersection does not exceed 135 degrees.

**Lot, Interior:** A lot other than a corner or reversed corner lot.

**Lot, Reversed Corner:** A corner lot whose street side lot line is a continuation of the front lot line of the first lot to its rear.

**Lot, Through:** A lot having a pair of opposite lot lines along two public streets, more or less parallel, but that is not a corner lot. On a through lot, both street lines shall be deemed front lot lines.

**Map:** A drawing illustrating the configuration of a subdivision of land.

**Natural Drainage:** When used in reference to channels, means those channels framed by the existing surface topography of the earth prior to changes made by man. A natural stream tends to follow a meandering path; its flood plain is not constrained by levees; the area near its banks has not been cleared, mowed, or cultivated; the stream flows over soil and geologic materials typical of the area in which it is located with no substantial alteration of its course or cross-section caused by filling or excavating. A modified channel may regain some natural characteristics over time as the channel meanders and vegetation is re-established. Similarly, through regrading and revegetation, man may restore a modified channel to more natural conditions.

**Off-site Bike Path and/or Sidewalk:** Any bike path and/or sidewalk located outside the limits of the subdivision/planned development that must be constructed to provide the necessary continuity between the existing bike path and/or sidewalk and the subdivision/planned development.

**Off-site Bridge:** Any bridge located outside the limits of the subdivision/planned development that must be constructed to provide the necessary access to the subdivision/planned development.

**Off-site Force Main:** Any force main located outside the limits of the subdivision/planned development that must be constructed to provide the necessary sanitary sewer service to the subdivision/planned development.

**Off-site Lift Station:** Any sanitary sewer lift station located outside the limits of the subdivi-

sion/planned development that must be constructed to provide the necessary sanitary sewer service to the subdivision/planned development.

**Off-site Sanitary Sewer:** Any sanitary sewer located outside the limits of the subdivision/planned development that must be constructed to provide the necessary sanitary sewer service to the subdivision/planned development.

**Off-site Storm Sewer:** Any storm sewer located outside the limits of the subdivision/planned development that must be constructed to provide the necessary storm sewer service to the subdivision/planned development.

**Off-site Stormwater Storage:** Any stormwater storage system, detention and/or retention facilities located outside the limits of the subdivision/planned development that must be constructed to provide the necessary stormwater management to the subdivision/planned development.

**Off-site Street:** Perimeter street or roadway abutting the subdivision/planned development that has no direct private access (driveways) from the subdivision/planned development. Improvements may consist of, but not limited to the following activities: reconstruction, widening, turn lanes, overlay, curb and gutter, drainage improvements related to the street improvement, street lighting, and pavement marking.

**Off-site Traffic Signals:** Any temporary or permanent traffic signal located outside the limits of the subdivision/planned development that must be constructed to accommodate the anticipated traffic generated by the construction of the subdivision/planned development.

**Off-site Water Main:** Any water main located outside the limits of the subdivision/planned development that must be constructed to provide the necessary water main service to the subdivision/planned development.

**Open Space:** Any parcel or area of land or water essentially unimproved and set aside, dedicated, designated, or reserved for passive or active recreational use, including detention areas, retention areas, and wetlands.

**Public Open Space:** An open space, regardless of how it is owned or controlled that is permanently reserved for open space purposes for use by the public, or that is owned, operated, and maintained by a local governmental entity with no limitations on access or use.

**Private Open Space:** An open space within a subdivision or planned development that is reserved for open space purposes by the owner under private ownership and management. Private open space may have some limitations on access and use.

#### **Open Space in Condominium and other Planned Developments:**

**Common Open Space (Common Elements):** All portions of a planned development except the units and limited common elements.

**Limited Private Open Space (Limited Common Elements):** A portion of a subdivision or planned development reserved for open space in the condominium declaration or



homeowners' association covenants for the use of a particular unit or units to the exclusion of other units, including but not limited to balconies, terraces, patios and parking spaces or facilities.

**Parcel:** Contiguous land under single ownership or control.

**Parkway:** A strip of land between the street and the front boundary line of a lot, including side boundary line of a corner lot and the rear boundary line of a through lot, parcel, or tract of land.

**PIN:** Property Identification Number (also known as a permanent index number.)

**Planned Development (also commonly known as a Planned Unit Development or PUD):** A planned development is a tract of land containing two or more principal buildings or that is more than two acres in size, that is developed as a unit under single ownership or control and that may not completely conform to all of the regulations of the zoning district in which it is located. Any condominium project of any size, any townhouse project of any size, or any multi-family project containing eight units or more, whether in one building or more than one building, shall be considered a planned development. Any residential development containing eight units or more shall be considered a planned development. Also, a parcel of land planned for development as a single lot or tract rather than as a group of individual lots, with greater flexibility than is possible under traditional zoning regulations that require side yards, setbacks, and height limitations and prohibit mixing land uses shall be considered a planned development. The greater flexibility in locating buildings and in combining different land uses often makes it possible to achieve certain economies in construction, and also preserves open space and the inclusion of significant amenities.

**Planned Development Plan or Plat:** A drawing or map made to a measurable scale upon which is presented a description and definition of the way in which the design requirements of the planned development are to be met and intended for recording with the county Recorder of Deeds.

**Plat of Subdivision:** A drawing showing the division of land into lots in conformance with the requirements of this Chapter and all other applicable requirements of law.

**Preliminary Plat:** A map showing all requisite details set forth in Section 22.03-B herein for a preliminary plat of subdivision, and, in the case of planned developments, all of the additional details set forth in Section 22.03-B herein and the Zoning Ordinance, to be submitted to the Village Board for purposes of preliminary consideration and approval.

**Final Plat:** A map showing all of the requisite details set forth in Section 22.03-G herein for a final plat of subdivision and, in the case of planned developments, all of the additional details set forth in Section 22.03-G herein and the Zoning Ordinance, in substantial conformity to the preliminary plat of a subdivision and that meets the statutory requirements for recording by the county Recorder of Deeds.

**Plat Act:** 765 ILCS 205/0.01 *et seq.*, as amended from time to time.

**Positive Gravity Outlet:** The drainage of an area by means of natural gravity so that it lowers the free water surface to the invert of storm drains within the area.

**Private Improvements:** Paving improvements, including pavements, curbs, gutters, sidewalks, bike paths, lighting and controllers and soil erosion and sedimentation control measures, and appurtenant structures; water mains, including fire hydrants, valve vaults, water service lines and appurtenant structures; sanitary sewer lines, including manholes, sewer service lines, lift stations, valve vaults, metering vaults, air release vaults, force main and appurtenant structures; storm sewers, including storm lines, inlets, catch basins, manholes, head walls, end sections; and stormwater control facilities including retention and/or detention areas, shore protection, natural area restoration, natural landscaping, and appurtenant structures.

**Private Water Supply:** Any facility not controlled by the Village, or other governmental entity that furnishes water for general domestic purposes.

**Public Improvements:** Street improvements, including pavements, curbs, gutters, bridges, sidewalks, bike paths, street lights and appurtenant facilities and controllers, street informational signs, traffic signals, and parkway landscaping items including trees and grass; water mains, including fire hydrants, valve vaults, water service lines and appurtenant structures; sanitary sewer lines, including manholes, sewer service lines, lift stations, valve vaults, metering vaults, air release vaults, force main, and appurtenant structures; storm sewers, including storm sewer lines, inlets, catch basins, manholes, head walls, end sections, and appurtenant structures and control facilities including retention and/or detention areas, shore protection, appurtenant structures, natural area restoration, and natural landscaping.

**Public Right-of-Way:** A strip of land dedicated to the Village or other governmental entity and occupied or intended to be occupied by a street and other public improvements and by electric, gas, telephone, CATV, and other transmission lines and appurtenant facilities, or for any special public use, including every right-of-way shown on a final plat of subdivision or planned development plan or plat to be separate and distinct from the lots or parcels shown on such final plat. Rights-of-way intended for public use and involving maintenance by a governmental entity shall be designated as “Dedicated for Public Use” on the final plat of subdivision or final planned development plan or plat. The width of a public right-of-way shall be measured as the shortest distance between the lot lines delineating the public right-of-way.

**Public Utility:** An entity duly authorized to furnish and furnishing to the public under government regulations: gas, steam, electricity, telephone, telegraph, cable television, or other communication, as defined in the Illinois Compiled Statutes, as amended.

**Public Walkway Dedication:** A right-of-way dedicated for the purpose of providing pedestrian access, so located to connect two or more streets, or a street and public land parcel.

**Public Way:** Any sidewalk, street, alley, highway, bike path, or other public thoroughfare.

**Recognized Agency:** Any agency or governmental unit that has statistically and consistently examined local and climatic hydrological conditions and maintained records applying to stormwater runoff, e.g., United States Geological Survey (USGS), Department of the Army, U.S. Army Corps of Engineers, Soil Conservation Service, U.S. Department of Agriculture, U.S. Weather Bureau, University of Illinois Engineering Experiment Station, Illinois State Water Survey, etc.

**Recording:** The filing of a document in the office of the Recorder of Deeds of the county in which the parcel described in such document is located.

**Retention Area:** A stormwater storage area designed to be normally wet and collects water from stormwater and runoff.

**Safe Storm Drainage Capacity:** The quantity of stormwater runoff that can be transported downstream in a watercourse and/or storm sewer system without having the water surface exceed the base flood elevation.

**Sediment:** Solid material having a particle size of .02 millimeters or greater, including but not limited to, all organic and mineral substances and debris transported by surface water.

**Setback:** The minimum horizontal distance between any line of a building or structure and any lot line.

**Sewage System:**

**Public Sewage System:** A sanitary sewer system operated by the Village or other governmental entity, subject to regulation by the IEPA.

**Private Sewage System:** A privately owned sewage system which discharges the sewage from a building, subdivision, or planned development to a public sewage system, a watercourse, or on-site, and that meets the minimum requirements of the public health department of the county in which such system is located.

**Stormwater Release Rate:** The rate at which the excess stormwater runoff is released from dominant to subservient land or into a receiving stream without exceeding the subservient land or stream's "safe storm drainage capacity."

**Stormwater Runoff:** Rainfall not absorbed or detained by soil or plant material or lost by evaporation.

**Structure:** Anything that is erected or constructed. The term includes, without limitation, buildings, tanks, drains, sewers, constructed channels, outfalls, parking lots, driveways, roads, sidewalks, and concrete patios.

**Street (Road):** A public way which affords the primary means of vehicular access to abutting property, whether designated as a street, avenue, highway, road, boulevard, lane, throughway, or other designation, but excepting driveways to buildings. The width of a street shall be measured from face of curb to face of curb on streets improved with curbs and gutters and from edge of pavement to edge of pavement (not including shoulders) on streets without curbs and gutters.

**Street, Arterial Primary:** A street of substantial continuity that serves or is intended to serve a large volume of traffic for both the immediate area and the region in which it is located. An arterial street may be so designated on the Village's Comprehensive Street Plan or a regional plan under the jurisdiction of other governmental agencies. Toll-ways, freeways, expressways, state routes, or county highways are examples of arterial streets.

**Street, Arterial Secondary:** A street of substantial continuity that serves development and is intended to serve a large volume of traffic from collectors to connecting destinations.

**Street, Collector:** A street used primarily to carry traffic from minor streets to arterial streets. The collector may be residential or commercial based on the adjacent land uses.

**Street, Cul-de-sac:** A street of short length having only one outlet and having a suitable terminus approved by the Village to provide for the safe and convenient reversal of traffic movements.

**Street, Historic:** Street located within the Old Town District, classified as either local or collector based on the major adjacent land uses.

**Street, Local:** A street primarily providing access to adjacent land uses.

**Subdivider/Developer:** A person who or entity that subdivides land or develops it pursuant to a planned development.

**Subdivision:** The partitioning or dividing of a parcel or tract of land that creates two or more parcels of land, any of which is less than 5 acres in area, not including those exceptions set forth in the Plat Act.

**Surface, Water Elevation:** The normal water level of a lake, stream, or streambed depicted by the Illinois Department of Natural Resources, Office of Water Resources (IDWR).

**Tract:** A contiguous area of land that can be described as provided in the Plat Act.

**USGS:** United States Geological Survey.

**Village of Algonquin Water System Master Plan:** December 2012 edition, as amended from time to time.

**Village of Algonquin Sanitary Sewer Master Plan:** April 2011 edition, as amended from time to time.

**Watershed:** All land area drained by or contributing water to the same stream, lake, or storm-water facility.

**Water Service, Individual:** The water supply system of a building or premises consisting of the water service pipe, the water distribution pipes, and the necessary connecting pipes, fittings, control valves, and all appurtenances in or adjacent to such building or premises.

**Water Supply System, Public:** A water supply system that consists of drift formation, limestone formation and deep wells, surface sources, and satellite sources for potable water to be conveyed by the Village water main system.

**Watercourse:** Any lake, river, stream, creek, brook, branch, or other drainage way in or into which stormwater runoff and floodwaters flow either regularly or intermittently.

**Waterworks:** A waterworks in its entirety or any integral part thereof, including hydrants, meters, valves, standpipes, storage tanks, and all other elements useful in connection with a water supply or water distribution system.

**Well:** An underground source of water made accessible by drilling or digging to the level of the water table.

**Wetlands:** Areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that, under normal circumstances, do support a prevalence of vegetation typically adapted for life in saturated soil conditions.

**Zoning Ordinance:** The Algonquin Zoning Ordinance, which is Chapter 21 of this Code.

## 22.03 SUBDIVISION/PLANNED DEVELOPMENT PROCEDURES

### A. Concept Plan:

1. Staff Review: Prior to submitting a request for approval of a preliminary subdivision/planned development plat ("preliminary plat"), a petitioner shall present a concept plan to the Community Development Department for information purposes prior to a formal preliminary plan review consideration by the Planning and Zoning Commission. If a subdivision has eight or fewer lots, a concept plan review by the Committee of the Whole shall not be required. If a subdivision is nine or more lots, the Community Development Department may require a concept plan review by the Committee of the Whole. All annexations require a concept plan. Only one concept plan review by the Committee of the Whole per development shall be conducted. Concept plan review for all developments other than annexations shall be at the discretion of staff.
2. Submittal Information: Information to be submitted by the petitioner for the concept plan review includes a concept plan drawn to scale and showing lot and block arrangement, street pattern and location, proposed detention and open space areas, connection to existing Village street system, and utility needs. It is not intended that the concept plan be completed as a precisely engineered plan but it must contain sufficient detail to permit a technical and planning review. At this stage the petitioner should expect the Village staff to identify planning and design issues and recommend major changes in the concept plan if deemed necessary.
3. Number of Copies and Submittal Deadline: Twelve copies and an electronic copy of the concept plan shall be submitted to the Community Development Department prior to being placed on the next available agenda of the Committee of the Whole meeting at which it is to be reviewed.
4. Review Process: After review of the concept plan by the Committee of the Whole, the petitioner will be informed of the technical and planning issues identified as well as the recommended major changes. At this time the petitioner may choose to prepare and submit a complete preliminary plat application, revise the concept plan according to staff review, resubmit the concept plan and meet with the staff, or request to meet with staff to discuss the items and issues raised by the staff. If the petitioner makes a complete preliminary plat application immediately after the concept plan review, the staff will prepare concept plan review comments that will be included in the subsequent preliminary subdivision/planned development plan ("preliminary plan") report to the Planning and Zoning Commission.

B. Preparation and Filing of the Preliminary Plat: The procedures for the preparation and filing of a preliminary plat are as follows:

1. Application: The petitioner shall file with the Community Development Department a completed application form with all required submittals as set forth on said application form, which may be amended from time to

time by Village staff. The proposed preliminary plat, with the number of copies as specified in the application form, and a preliminary engineering report as defined herein, accompanied by the appropriate fees (see Section 22.04 herein), shall be submitted at least 30 days prior to the regular meeting at which it is to be considered for referral to the Planning and Zoning Commission.

When the petitioner wishes to subdivide only a portion of the property proposed for subdivision, the preliminary plat shall include the proposed general layout and all information required for the preliminary plat for the entire property ultimately to be subdivided. The part that is proposed to be subdivided first shall be designated as Unit 1, and subsequent phases designated sequentially on the preliminary plat in order to illustrate clearly the method and sequence of development that the petitioner intends to follow. Each subsequent portion of the subdivision shall be self-contained and shall follow the preliminary plat.

2. Scale and Size of Plan: Preliminary plats shall be drawn at the following scales:

Parcels up to 20 acres	1 inch = 50 feet
Parcels 20 to 100 acres	1 inch = 100 feet
Parcels over 100 acres	1 inch = 200 feet

On a sheet at least 24" x 36", and not larger than 30" x 36", and shall include all of the data required under this Section herein except engineering plans, which may be shown on separate sheets.

In the event the indicated scale is not conducive to depicting accurately the size and shape of the parcel to be subdivided while still maintaining a workable size drawing, the petitioner may request a waiver of the scale from the Community Development Director.

3. Required Information: The preliminary plat shall include the following information:
- a. The proposed name of the subdivision/planned development.
  - b. The legal description of the parcel of land proposed to be subdivided/developed.
  - c. The names and addresses of the owner(s) of record of the land proposed to be subdivided (including all of the beneficiaries of any land trust which hold title to such land, together with a certified copy of the trust agreement and all amendments thereto), the subdivider, and the designer who prepared the plat.
  - d. The date of the plat and any revision dates.
  - e. The north point and scale.

- f. The preliminary plat shall show all the following information and any additional data that is pertinent to existing conditions that are relevant to the proposed development.
  - I. The boundary lines of the land proposed to be subdivided, indicated by solid heavy lines, and the approximate total acreage encompassed thereby.
  - II. The locations, widths, and names of all existing or prior platted streets or other public ways, railroad and utility rights-of-way, parks and other public open spaces, public and private easements, permanent buildings or structures, section lines, and Village boundary lines within, and within 200 feet adjacent to, the land proposed to be subdivided.
  - III. The boundary lines of adjacent tracts of subdivided or unsubdivided land shown in relation to and within 100 feet of the parcel being proposed to be subdivided, including those areas within 200 feet of the far right-of-way lines of adjoining streets and roads.
  - IV. The existing zoning of the land proposed to be subdivided and adjacent tracts within 100 feet, including those areas within 200 feet of the far right-of-way line of adjoining streets and roads.
  - V. Contours at 1-foot intervals showing streams, rivers, lakes, ponds, swamps, wetlands, floodways, floodplains, and other low-lying natural detention areas on the parcel proposed to be subdivided and within 200 feet of all of its boundaries. USGS datum with benchmarks shall be indicated.
  - VI. Such additional technical data, i.e., field tiles, may be required in the preliminary engineering report.
  - VII. Tree survey indicating location, species, and size of existing trees.
  - VIII. Title report.
  - IX. Phase I Environmental Report.
  - X. Conservation design triggers need to show data or maps to prove or disprove the requirement to follow the conservation design ordinance.
- g. The preliminary plat shall show all the following information and any additional data that is pertinent to the proposed conditions that are relevant to the development of the proposed development (see



Section 22.05 herein).

- I. The layout and widths of proposed streets, walkways, bike paths, and easements.
  - II. The layout of lots with lot numbers and lot line dimensions to the nearest foot.
  - III. For townhome projects, an individual lot shall be created for each unit in a building.
  - IV. A schedule of the floor areas for each building and lot areas for each lot and a typical lot diagram showing setbacks and easements, outlots, common area, and public use areas.
  - V. Building setbacks, showing dimensions (typical setback diagrams may be used.)
  - VI. Easements to be provided for any and all public utilities and drainage systems that will not be located within dedicated streets to the extent that they reasonably can be expected to be described in the preliminary subdivision plat phase. Proper continuity for public utilities within the proposed development and with existing and future adjoining areas shall be maintained.
  - VII. The layout and labeling (i.e., Street A, Street B) of public streets, right-of-way widths, and connections with adjoining existing platted streets and/or planned streets and roads, and stubs to adjacent property.
  - VIII. The identity of parcels of land, including their acreage, intended to be dedicated, preserved, or otherwise set aside for public use and enjoyment, or for the use of the owners of lots in the subdivision/planned development, including any natural areas or significant cultural features that will be retained on the site such as retention/detention areas, park sites, school sites, bike paths, nature trails, wetlands, and other open space areas. All such parcels and areas shall be identified by lot or outlot number.
  - IX. Such additional technical data as may be required in the preliminary engineering report in an electronic version of preliminary engineering in PDF format to be used to analyze adequacy of proposed water and sewer improvements.
- h. A preliminary engineering report shall be submitted with the preliminary plat to provide supplemental engineering data regarding factors that will affect the final design of the subdivision/planned development. Items to be addressed specifically in the preliminary

engineering report are:

- I. The identity, locations, sizes, and inverts of existing sanitary sewers to which the proposed subdivision will be connected.
- II. The preliminary alignment and size of the proposed sanitary sewer system along with an appropriate schedule of calculations supporting the quantity of flow, sewer sizing, and grades, as well as the population equivalent (P.E.) for the subdivision in its development state. ( $N = 0.013$  for all sanitary sewers). Inverts and frame grades need not be shown on the preliminary engineering report.
- III. Whether a lift station is required and, if so, supporting documentation regarding its required size (gpm), pumping heads (TDH), force main size, general description of the control system, description of an alternate power source, and the location and accessibility of the station.
- IV. Whether septic tanks and wells existing on the site are to be abandoned and, if so, the general procedures to be followed. If these facilities are to be used in total or part, a description of their proposed use shall be provided.
- V. The location, size and inverts of all existing storm sewers, bridges, culverts, drain tiles, drainage ways, ditches, creeks, and rivers on the site, or within 200 feet of the site, into which the site will discharge.
- VI. Stream bottom and 100-year flood profiles of all waterways, streams, channels, and basins within or outside the site which will influence the site drainage. Where limited information is available to prepare such profiles, existing information shall be utilized and interpreted for use in developing the required profiles.
- VII. A comprehensive stormwater management plan for the land to be subdivided, including the general alignments of the proposed storm sewer system (individual catch basins and inlets need not be shown), points of connection of existing storm systems, detention (or detention/retention), stage/storage relationship of the discharge structure to identify the varying release rates due to inlet and outlet control, off-site areas of contribution, points at which off-site flows will be intercepted, and all necessary maps, computations, and field data supporting the engineer's stormwater management plan. The proposed stormwater management plan shall identify an overland flow route to accommodate flows in excess of the storm sewer design level. Criteria used in

the development of the stormwater management plan shall be in conformity with Section 22.07 herein.

- VIII. The structural design (thickness and material types) to be used for the construction of the roadway system, projected traffic volumes, soils data, and IBR values shall be submitted to support the roadway design including widths, crown, thickness, type of curb and gutter, and road layout with preliminary grades, and can all be represented by a typical section which clearly identifies the streets to which it is applicable. A preliminary grading plan may be requested.
- IX. The size and location of miscellaneous items such as parkway trees, street lighting, sidewalks, bike paths, and driveway approaches shall be identified in the report and shown in typical section or typical plan view drawings.
- X. The location and size of water mains to be installed within the proposed subdivision, along with general hydrant and valve spacing. This information shall be shown on an overall plan view of the proposed preliminary plat.
- XI. The results of an Ecological Compliance Assessment Tool (EcoCat) shall be submitted with the preliminary plat. The assessment tool can be accessed via the Internet at the EcoCat website at <http://dnr.illinois.gov/ecopublic/>.
- XII. A traffic impact study may be required by the Community Development Director.
- XIII. A street lighting and street signage plan.
- XIV. A tree preservation plan indicating existing trees to be removed and trees to be preserved consistent with standards set forth in Chapters 5 and 30 of this Code.
- XV. A landscaping plan indicating future species, plant location, quantity, size, space, and landscape easement locations consistent with standards set forth in Chapters 5 and 30 of this Code.
- XVI. Structural design for any retaining walls over 4 feet high.
- XVII. Preliminary building plans, including floor plans, exterior elevations, specifications of building materials, type of wall and roof construction, type of pavement, and surfacing materials.

C. Processing Procedures for a Preliminary Plat: The following procedures shall govern the processing of a preliminary plat.

1. The Community Development Director shall coordinate the review of the preliminary engineering report for the proposed development prior to the Planning and Zoning Commission reviewing the preliminary plat. During the review process, the Community Development Director may require changes or revisions so the engineering design for the public improvements for the subdivision will conform to this Chapter and other applicable Village ordinances.
2. The Planning and Zoning Commission shall review the proposed preliminary plat and shall recommend its approval, disapproval, or recommend modifications within the time specified by the Village Board for the review of such plat, but in no event more than 90 days from the date of the application or the filing by the petitioner of the last item of required supporting data, whichever is later, unless such time is extended by mutual consent.
3. The Committee of the Whole will review the proposed preliminary plat and shall recommend that the petitioner proceed to the Village Board or that the development requires changes to be made prior to its referral to the Village Board.
4. During the review process the Planning and Zoning Commission or the Committee of the Whole may require such changes or revisions as may be required so the preliminary plat will conform to this Chapter, the Comprehensive Plan, Zoning Ordinance, and other applicable Village ordinances.
5. The Community Development Director shall submit review comments to the Planning and Zoning Commission and to the Village Board as to the adequacy of the water system, stormwater management plan, sanitary sewer system, protection of natural areas, street system, sidewalks, bike paths, street lighting, parkway trees, and other appurtenant public improvements described in the preliminary engineering report for the proposed subdivision. All staff review comments shall be submitted prior to the review of the preliminary plat by the Planning and Zoning Commission.
6. The Village Board, upon receipt of recommendations from Village staff, the Planning and Zoning Commission, and the Committee of the Whole will then approve, approve with conditions, or disapprove the preliminary plat.

D. Preliminary Plat Approval; Time Limits:

1. The approval of a preliminary plat by the Planning and Zoning Commission and the Village Board indicates only the general acceptability of the layout of the proposed subdivision as submitted.
2. Approval of a preliminary plat shall be effective for a maximum period of two years from the effective date of the ordinance approving said plat.

Upon application for an extension by the petitioner, the Manager may grant a one-year extension; no more than three extensions may be granted. If the final subdivision/planned development plat has not been approved within such time limit, or as the Manager may extend it, the preliminary plat must be resubmitted for review and approval.

E. Covenants and Special Service Area for Common Elements: In all developments that include detention ponds, retention basins, storm sewer, natural areas, riparian area(s), wetland area(s), common area(s), and common elements, or any of them, it shall be a condition precedent to the approval of the final plat that there shall have been recorded covenants or a declaration establishing a homeowners', townhome, condominium, master association, or property owner association, as the case may be, subject to the approval of the Village Attorney, to provide for the maintenance, repair, and replacement of common areas, common elements, detention ponds, retention basins, drainage swales and ditches, storm sewer, natural areas, riparian areas and wetland areas. A special service area shall also be established prior to the sale of any lots or units.

F. Final Subdivision Plat Approval Procedures: The procedures for the preparation, filing, review, and approval of final subdivision plats ("final plat[s]") shall be as follows:

1. Application: After approval of the preliminary plat by the Village Board and the fulfillment of the requirements of these regulations, the petitioner shall submit its proposed final plat to the Community Development Department with all required submittals as set forth on the application form, which may be amended from time to time by Village staff, and accompanied by the appropriate fees. Said application materials shall be submitted at least 30 days prior to the regular meeting at which they are to be considered by the Planning and Zoning Commission.
2. The original copy of the final plat tracings, drawn in ink on such media as accepted by the county in which the subdivision plat must be recorded, supplementary reproducible copies, and an electronic copy in a PDF in the quantities specified in the application, and the final engineering plans shall be submitted to the Community Development Department within two years from the effective date of the ordinance approving the preliminary plat. The final plat shall be accompanied by a current title commitment showing ownership, liens, and encumbrances and protective covenants which meet with the approval of the Village Attorney.
3. When the petitioner wishes to develop only a portion at a time of the property proposed to be subdivided, the part which is proposed to be developed first shall be designated as Unit 1, and if the subdivision consists of more than one unit, each subsequent phase and all lots shall be designated sequentially with the unit number preceding the lot number (i.e., Unit 1 may contain lots 1-101, 1-102, etc., Unit 2 may contain lots 2-400, 2-401, etc.) in order to illustrate clearly the method and sequence of development which the petitioner intends to follow. Each subsequent portion of the subdivision shall be self-contained and shall follow the approved preliminary plat until the entire property shown on the preliminary plat is developed.

G. Required Information on Final Plats: The final plat shall include the following information:

1. The name of the subdivision/planned development.
2. The legal description of the land proposed to be subdivided.
3. The names and addresses of the owners of record of the land proposed to be subdivided (including all of the beneficiaries of any land trust which holds title to such land), together with a certified copy of the trust agreement and all amendments thereto, the subdivider and the designer who prepared the final plat.
4. The date of the final plat and any revision dates.
5. PIN at the preliminary plat stage.
6. A scale of 1 inch to 50 feet, shown graphically and numerically on a sheet 24" x 36" and no larger than 30" x 36". The plat shall also be submitted in AutoCAD format containing the subdivision calculations at the time the mylars are submitted for Village signatures. In the event that the indicated scale is not conducive to depicting accurately the size and shape of the parcel to be developed while still maintaining a workable size drawing, the petitioner may request a waiver of the scale from the Community Development Director.
7. The north point.
8. Point of beginning and point of commencement if it is utilized in the legal description.
9. The boundaries of the proposed subdivision/planned development based on an accurate transverse with angular and lineal dimensions.
10. The exact location, width and names of all streets within and adjoining the subdivision. Street names shall be determined pursuant to Section 22.05-F 4 herein.
11. The distances to the nearest established street lines and official survey monuments that shall be accurately described in the plat. A minimum of two monuments will be required per development over 2 acres. The Public Works Department will determine the final number of monuments to be placed during engineering review of submitted plans. These monuments shall be concrete posts with an iron rod core and topped with an engraveable brass plate that shall contain USGS datum, including elevation, longitude, latitude, and state plane coordinates. The monument shall become part of the Village's benchmark system and numbered accordingly.
12. Township and section lines accurately tied to the lines of the subdivision

by distances and angles.

13. The radii, internal angles, points of curvature, tangent lengths, and bearings and lengths of all arcs.
14. All easements for public services, drainage, and utilities that do not fall within dedicated rights-of-way.
15. All lot and boundary lines, with accurate dimensions in feet and hundredths.
16. Accurate outlines and legal descriptions, designated with lot or outlot numbers, of any areas to be donated or reserved for public use, with the purposes indicated thereon, and of any area to be reserved by deed for the common use of all lot owners within the subdivision.
17. Building setback lines accurately shown with dimensions.
18. Square footages labeled on each lot or as set forth on a table.
19. All certificates as listed in Appendix A herein.

H. Final Plat Review and Approval Procedures: The following procedures shall govern the processing of a final plat.

1. The Community Development Director shall coordinate the review of the final engineering plans for the proposed development prior to the Planning and Zoning Commission's review of the final plat. During the review process, the Community Development Director may require such changes or revisions as may be required so the engineering design for the public improvements for the subdivision will conform to this Chapter and other applicable Village ordinances.
2. The Planning and Zoning Commission shall review the proposed final plat and shall recommend its approval, approval with modifications, or disapproval within the time specified by the Village Board for the review of such plat, but in no event more than 60 days from the date of the application which includes the filing by the petitioner of the last item of required supporting data, whichever is later, unless such time is extended by mutual consent.
3. The Committee of the Whole will review the proposed final plat and recommend that the petitioner proceed to the Village Board or that the development requires changes to be made prior to its referral to the Village Board.
4. During the review process the Planning and Zoning Commission, Committee of the Whole, or the Village Board may require such changes or revisions as may be required so the final plat will conform to this Chapter, the Zoning Ordinance and other applicable Village ordinances and sub-

stantially comply with the preliminary plat as approved by ordinance.

5. The Village Engineer and Public Works Director shall submit review comments followed by an approval letter, once all engineering comments have been addressed, to the Community Development Department and to the Village Board with regard to the potable water system, stormwater management plan, sanitary sewer system, natural areas protection, street system, sidewalks, bike paths, street lighting, parkway trees, and other appurtenant public improvements described in the preliminary engineering report for the proposed subdivision prior to signature of the final plat.
6. The Village Board, upon receipt of recommendations from the Village staff, Planning and Zoning Commission, and the Committee of the Whole, will then approve, disapprove, or approve with modifications or conditions, the final plat.

I. Final Plat Certificates and Easements: The following certificates and easements shall be required on all final plats, if applicable:

1. Certifications of the owner and any mortgagee of record that they have adopted and approved the final plat, including the dedication of all streets, easements and other public areas shown thereon, acknowledged before a notary public (see Certificates No. 1 or No. 2 in Appendix A).
2. Approval of the final plat by the signature of the Village President. Such approval shall not be deemed to constitute or affect an acceptance by the Village of the dedication of any street or other proposed public way or space shown on the final plat (see Certificate No. 3 in Appendix A).
3. Certification by the Planning and Zoning Commission Chairperson that the Planning and Zoning Commission has reviewed the final plat (see Certificate No. 4 in Appendix A).
4. Certification by the Village Collector that all special assessments currently due on the property to be subdivided have been paid in full (see Certificate No. 5 in Appendix A).
5. Certification by a registered land surveyor that the final plat is based on an accurate survey made by him/her and all monuments and markers shown thereon are in fact located as shown thereon, and all dimensional and geodetic details are correct (see Certificate No. 6 in Appendix A).
6. Certification by the County Clerk that all general real estate taxes have been paid in full (see Certificate No. 7 in Appendix A).
7. Certification by the County Recorder of Deeds (see Certificate No. 8 in Appendix A).
8. Surface water drainage statement signed and sealed by an Illinois Registered Professional Engineer and the signature of either the owner of the



property or duly authorized attorney (see Certificate No. 10 in Appendix A).

9. Drainage easement provisions (see Certificate No. 11 in Appendix A).
10. Village utility easement provisions (see Certificate No. 9 in Appendix A).
11. Public utility easement provisions for electric and communications services (see Certificate No. 12 in Appendix A).
12. Public utility easement provisions Nicor Gas Company (see Certificate No. 13 in Appendix A).

J. Additional Requirements:

1. Public Improvements Completion Agreement: An agreement in the form set forth in Appendix G requiring the construction and completion of the public improvements for the subdivision and payment of the cost thereof in full, signed by the owner and subdivider/developer, shall be submitted with the letter of credit and prior to the issuance of the site development permit.
2. Performance and Payment Bond: Completion of the public improvements for the subdivision and payment of the cost thereof in full shall be guaranteed by a cash deposit with the Treasurer, and a completion and payment bond or a letter of credit in the form set forth in Appendix F after the final plat has been approved by the Village Board, but before it is released to be recorded.
3. Completion of all the items in the Checklist for Site Plan and Development List, Checklist for Early Earthwork Permit and Hold Harmless Agreement for Early Grading Permit (see Appendix E).

## 22.04 FEES

A. Petitioner Responsible for Village-Incurred Costs: A petitioner for a subdivision plat or planned development plan approval shall pay to the Village fees sufficient to cover the costs anticipated to be incurred by the Village for the services of its planning, engineering, and legal consultants and for the Village's administrative expenses incurred by the Community Development, Public Works, and Finance Departments and their administrative support personnel in connection with the review of preliminary and final plats and planned development plans. These fees are contained in the Development Fee Schedule and Policies available from the Community Development Department or the Village's website, [www.algonquin.org](http://www.algonquin.org), and include payment for the review of final detailed engineering plans, specifications, and cost estimates, and field observation fees of the construction and installation of the public improvements for these subdivisions and planned developments.

B. Plat, Planned Development or Planned Development Amendment Review Fees: The administrative review fee, as determined from time to time by the Village Board, for a subdivision plan review shall accompany the application. This fee can be found in the Development Fee Schedule and Policies available from the Community Development Department.

C. Final Subdivision or Planned Development Platting Fees: The total platting fee, which can be found in the Development Fee Schedule and Policies available from the Community Development Department, is determined through a two-step process. First, there is a per-acre fee, prorated for portions of an acre. This fee is based on gross acreage. Acreage calculations must be carried out to the 100<sup>th</sup> decimal point. Second, for residential developments only, an additional fee per person is required, based upon a population formula for the total number of dwelling units to be built, which can be found in the Development Fee Schedule and Policies. Population calculations must be carried out to the 10<sup>th</sup> decimal point. The Village typically assumes that all single-family detached dwelling units will contain four bedrooms. When single-family detached dwelling units contain less than four bedrooms, a refund for the difference may be requested after the building permit has been issued. These fees are payable after the Village Board action to approve the final plat of subdivision or final planned development.

D. Consultant Escrow Fees: In addition to its attorney, engineer, and planner, the Village may use the services of other experts as consultants during the concept, preliminary, and final plan/plat reviews and planned development plan reviews. All consultant fees are billed to the Village and are paid out of the owner/petitioner's escrow account established with the Village. The consultant escrow account fee, found in Chapter 25, Escrow Fee Requirements, of this Code, must be paid prior to each review phase. As the balance is reduced, the escrow must be replenished as often as necessary to complete the Village's review of the project. The project review will cease until the funds are replenished. After all costs incurred by the Village have been paid, and upon written request of the applicant, any remaining balance will be refunded with interest.

E. Construction Inspection Escrow Fee: After final plat/pud approval, a construction inspection escrow account shall be established with the Village. The escrow sum shall be based on the Village Engineer's estimated cost of public and private improvements. This deposit shall be made prior to the execution and recording of the final plat of subdivision.

F. GIS Asset Collection Fee: After final plat/pud approval, a GIS asset collection fee shall be added to the construction inspection escrow. The fee shall be three-quarters of a percent of the Village Engineer's estimated cost of public and private improvements. This deposit shall be made prior to the execution and recording of the final plat of subdivision.

G. Site Development Permit Fees: A site development permit is required for all new construction and additions, erection of building structures for all private land uses except single-family or two-family residential uses, and on the modification or improvement of land. The site development permit fees are found in the Development Fee Schedule and Policies. The fees shall be paid at the time the site development permit application is filed. No site work may begin until the permit has been issued by the Public Works Department.

H. Annexation Fees: An annexation fee is charged for land that is annexed into the Village. The fee is found in the Development Fee Schedule and Policies. The fee is prorated for portions of an acre, and acreage calculations must be carried out to the 100<sup>th</sup> decimal point. Annexation fees are payable after annexation approval by the Village Board. Certain other fees may be included as part of an annexation agreement.

I. Cul-de-Sac Fees: To defray the additional long-term maintenance required by cul-de-sacs, any development, whether residential, commercial or industrial, that contains one or more cul-de-sacs is required to pay a fee for each platted cul-de-sac. Fees are due after Village Board approval of a final plat of subdivision.

J. Recapture Fees: Recapture fees for utilities, roads, or other improvements previously constructed by, or on behalf of other parties, may be applicable to certain areas of the Village or areas designated to be annexed to the Village. Petitioners should consult with Village staff for any applicable recapture fees and when such fees are payable.

K. Fire District Review Fees: A fire district review fee is assessed on all new construction. The fee, which can be found in the Development Fee Schedule and Policies, is due and payable prior to the issuance of a building permit on a per-lot basis for residential development and on a square-footage basis for commercial development. Said fee shall be paid directly to the fire district in which the property is located and cover the entire subdivision. A receipt from the fire district shall accompany the building permit application.

L. Other Fees, Donations, and Requirements: Special fees or contributions may be required for unique situations such as road extensions, intersections, deceleration/turning lanes, or other improvements serving the development, or for other specific improvements not subject to other agreements or recaptures. School and park fees are required pursuant to Section 22.09 herein. The Village reserves the right to add or change any fees any time as it deems are in the best interests of the Village. Fees may also be subject to increases due to changes in the Consumer Price Index (CPI). Separate permit fees are charged for building permits, water tapping, sewer tapping and signage for all developments. Approval of or payment of fees for any of the steps in the final platting or planned development review process does not grant rights to any signage unless otherwise provided for in an annexation agreement (if applicable). Additional fees may be required and can be found in the Development Fee Schedule and Policies as amended.

## 22.05 SUBDIVISION AND PLANNED DEVELOPMENT DESIGN STANDARDS

A. Most Stringent Standards Prevail: The plans for every subdivision and planned development within the territorial jurisdiction of the Village shall meet the following planning design standards as well as the standards for required public improvements set forth in Section 22.06 herein and the requirements in Chapter 26, Site Plan and Development, of this Code. If the standards are in conflict, the most stringent shall apply.

B. Conformity with Village Plans and Ordinances: The subdivision and planned development of land in the Village shall further the goals and objectives of the Village as stated in the Comprehensive Plan, other plans and policies of the Village, and all applicable codes and ordinances, including, but not limited to, the Zoning Ordinance, the Site Plan and Development Review Ordinance (Chapter 26 of this Code), and the Building Code (Chapter 23 of this Code). In the event a proposed subdivision/planned development does not conform to the plans, policies, and ordinances of the Village, it shall be modified so that it conforms.

C. Platting: All lots shall be designed in accordance with good planning practice.

1. Arrangement: Lots shall be laid out in an efficient and uniform manner to avoid the creation of odd shaped lots and unusable remnants of land.
2. Lot Sizes: Lot width and area shall conform to the regulations of the Zoning Ordinance unless permitted under the planned development. Corner lots shall be of sufficient size to provide for building lines on each street frontage not less than the depth of the required front yard and corner side yard specified in the Zoning Ordinance.
3. Double Frontage Lots: Double frontage lots are not permitted except where lots back upon a collector and/or arterial street and, in such instances, vehicular access between the lots and the thoroughfare is prohibited. Such lots must have an additional depth of at least 20 feet in order to allow for the development of a landscaped berming treatment. Fences shall not be allowed within any landscape easement, and any permitted fence shall be on the house/structure side of the berm.

D. Street and Block Layout: All streets shall be arranged in accordance with the following standards:

1. Lot Frontage: All lots shall abut a publicly dedicated street for at least 50 feet (60 feet at the building line).
2. Side Lots: Side lot lines of lots shall be approximately at right angles and extend in a straight line to the rear lot line or radial to street lines when it intersects a curved street right-of-way.
3. Street and Block Layout: Streets and blocks shall be laid out in a clear, logical manner. Forked streets, streets that double back on themselves, and streets that change direction shall be avoided. The street pattern and the building numbering system should enable emergency vehicles to reach a

destination quickly and without undue confusion.

4. Measurement of Irregularly Shaped Lots: The width of irregularly shaped lots shall be measured along a line drawn parallel to the front lot line at a distance from the front lot line determined by the required front yard setback. In the case of a curved front lot line, the lot width shall be measured as the length of the arc that is parallel to the front lot line at the building setback.
5. Block Lengths: The maximum length of blocks shall be 1,200 feet unless the Village Board determines that a greater length is required to avoid or reduce a traffic hazard. Pedestrian pathways must be provided to service all public places.

E. Vehicular Circulation: Streets within the proposed subdivision shall be arranged to provide efficient vehicular circulation.

1. Traffic Impact Studies: A traffic impact study prepared by a qualified traffic engineer, unless deemed unnecessary by the Community Development Director, shall accompany every application for a subdivision/planned development. The traffic impact study shall analyze the traffic impacts of the proposed subdivision/planned development on the adjacent existing roadway system as well as regional impacts. The geographic scope for the study shall be as directed by the Community Development Director. It is the Village's goal that all subdivision/planned developments mitigate the traffic impacts such that a level of service C, as defined by the Institute of Traffic Engineers, is obtained post development.
2. Streets and Public Lands: Wherever the Comprehensive Plan shows a street running through or along any boundary line of the land owned or controlled by the subdivider/developer or any land planned for school, park, or fire station sites therein, that information shall be shown on the preliminary plat and any conceptual land use plans for the subdivision or planned development of any part of that land. The precise layout of streets shall be considered in relation to existing and planned streets, topographical conditions, public convenience and safety, and in relation to the proposed use of the land to be served by such streets.
3. Continuation of Existing Streets: All existing streets that terminate at the boundary of the proposed subdivision/planned development shall be continued into the subdivision/planned development and be incorporated into the street pattern.
4. Continuation of Streets: If the Village Board determines it is necessary for the public safety to continue a street located within the proposed subdivision/planned development to a street outside the subdivision/planned development, the Village may require the acquisition of right-of-way on land that lies on land not owned by the subdivider/developer. In that instance, the Village may take such action as may be required to acquire such off-

site right-of-way, and the subdivider/developer shall pay such acquisition costs, including legal and condemnation expenses, as well as the costs of the required off-site improvements as a condition of plat approval. If there is other benefited property, recapture of the off-site costs may be taken into consideration. At the time such costs have been determined and approved by the Village, the subdivider/developer may enter into a recapture agreement with the Village, substantially in the form of Appendix B herein.

5. Perimeter Streets: When the Village Board determines a street should be located along a boundary line of a proposed subdivision/planned development to connect with existing or proposed Village streets designated on the Comprehensive Plan, it shall be incumbent upon the subdivider/developer either to dedicate the land for such street, obtain dedication of such land by the adjoining owner, or dedicate land for a half street in accordance with this Chapter. If dedication of a half street is proposed, the subdivider/developer must demonstrate to the Village Board that there is insufficient right-of-way within the proposed subdivision to maintain the alignment with existing or proposed streets, and it has exhausted all reasonable efforts to acquire the required right-of-way from the adjoining land owner. If such off-site right-of-way is within the Village, the Village Board may require the subdivider/developer to pay the cost of acquiring such right-of-way by condemnation, including legal fees and other expenses, as a condition precedent to plat approval. If there is benefited adjoining property, recapture will be considered. At the time such costs have been determined and approved by the Village, the subdivider/developer may be required to enter into a recapture agreement with the Village, substantially in the form of Appendix B herein.
6. Additional Dedications: When any subdivision/planned development or any part of a subdivision/planned development is adjacent to only one side of an existing right-of-way whose width is less than the minimum width required herein, the subdivider/developer shall dedicate such additional right-of-way as may be required to meet the minimum width requirements.
7. Visibility: Clear visibility at intersections shall be achieved by keeping them clear of foliage or structures within the vision clearance triangle as defined in Chapter 30, Landscaping Code, of this Code at each corner. Except for traffic control devices, utility poles, fire hydrants, and street signs, no structure or plant materials that will exceed 30 inches in height above the top of curb (or center line elevation of the street in the event there is no curb) when they mature shall be permitted within this area in order to provide adequate site distance.
8. Alleys: Alleys shall not be permitted.
9. Intersection of Streets: Streets shall be designed to intersect as nearly as possible at right angles. The minimum allowable angle of intersection of two streets is 70 degrees. Whenever possible, the intersection of more than

two streets shall be avoided. The first 100 feet into the intersection shall be limited to a maximum grade of 2 percent.

10. Collector Spacing: Wherever possible, collectors carrying traffic in the same direction shall be spaced at intervals not more than one-quarter mile apart.
11. Cul-de-Sac Lengths: The maximum length of a cul-de-sac shall be 600 feet as measured from the center of the intersection to the middle radius point of the cul-de-sac. No cul-de-sac shall serve more than 20 lots/dwelling units. The Village Board may grant modifications.
12. Corner Clearance: Unless otherwise approved due to site restrictions, entrances to non-residential properties shall be located at least 100 feet from intersections to ensure adequate corner clearance and prevent vehicles from crossing queues of vehicles at such intersections.
13. Pedestrian Circulation: Sidewalks and/or bike paths shall be required within public rights-of-way at a distance of 1 foot from the property line on both sides of the public right-of-way.
14. Bicycle Circulation: Bike paths shall be installed in a subdivision/planned development in accordance with the Comprehensive Plan.
15. Access Easements: Access easements may be required at appropriate locations through the center of blocks longer than 600 feet to provide safe and convenient pedestrian and bicycle access to schools, parks, or similar destinations when determined to be required for public safety by the Village Board. Access easements shall be a minimum of 10 feet wide.

F. Street Design Standards: Every subdivision/planned development shall be provided with a system of public streets that meet the engineering design standards set forth in Section 22.06-G herein and the following standards.

1. Street Plans: The location and design of streets and roads, including their arrangement, character, extent, and width, for any subdivision or planned development shall conform to the Comprehensive Plan in effect at the time the application for preliminary plat or plan approval is filed. Said plans shall be considered in relation to existing and planned streets, topographical conditions, public convenience and safety, and the proposed use of the land to be served by such streets. Collector streets shown on the Comprehensive Plan shall be constructed during development pursuant to the Comprehensive Plan. No collector streets shall have curb cuts.
2. Minimum Rights-of-Way Widths: All rights-of-way for streets and sidewalks shall conform to the following minimum dimensions.

	Dimension
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	Dimension
Arterial Street	100 feet
Collector Street	80 feet
Local Street	66 feet
Cul-de-sac	60 feet*
Public Sidewalk	10 feet**
Bike Path	15 feet
*With not less than a 70-foot radius on the bubble of such cul-de-sac. The approach radius to the cul-de-sac shall not be less than 20 feet. Refer to Appendix H.	
**That are not located in a street right-of-way shall not be less than 10 feet in width.	

3. Acceleration/Deceleration Lanes for Commercial Properties: In front of areas zoned or designated for non-residential use, the street width and the roadway widths shall be increased on the side or sides on which the property for non-residential use is located by a merging lane not less than 15 feet wide and of adequate length to ensure the free flow of traffic without interference from vehicles entering or leaving parking areas. This is not to be considered a part of the required parking area. Additional right-of-way shall be dedicated when acceleration and deceleration lanes are constructed so the street complies with the street width standards in Section 22.05-F2 herein. It is intended that where the abutting property on both sides of a street is developed for non-residential use, there shall be two such lanes in addition to the minimum required street width if deemed necessary by the Village Board.
4. Street Names: The name of each street in the subdivision/planned development shall be submitted to the Community Development Department for review and approval on a copy of the proposed final plat or planned development plan at least 30 days prior to submittal of the final plat or plan. The Community Development Department will develop a street numbering system for the subdivision/planned development. No street name shall be used that duplicates or may be confused with the name of any existing street. Existing street names shall be used wherever possible. All street names shall be subject to Village Board approval.

G. Phased Construction: When a subdivision/planned development is proposed to be developed in phases over a period of time, the Village Board may permit the subdivider/developer to complete the public improvements for the subdivision/planned development in phases, provided that the construction of all public improvements shall be completed to each boundary of the phase of unit proposed to be developed and the phasing plan is approved with the first final plat approval.

H. Health and Safety Controls:

1. Control of Environmental Pollutants: All proposed subdivisions/planned developments must comply with the Illinois Environmental Protection Act



(415 ILCS 5/1 *et seq.*) and State of Illinois Rules and Regulations Title 35, Subtitle G, Waste Disposal.

2. Private Sewage Disposal System: The use of septic systems for disposal of sewage shall not be permitted in new subdivisions.

## **22.06 REQUIRED PUBLIC IMPROVEMENTS FOR ALL SUBDIVISIONS AND PLANNED DEVELOPMENTS**

A Standards: Every subdivision/planned development within the territorial jurisdiction of the Village shall be improved with the following public improvements: a water distribution system, a sanitary sewer system, a stormwater management system, streets with curbs and gutters, sidewalks, bicycle paths, street lights, open space, detention, park areas, and parkway landscaping (“Public Improvements”), and facilities for the distribution of electric, natural gas, telephone and cable television service (“Public Utilities”) except as hereinafter expressly provided. The Village Board shall not approve a subdivision/planned development until the Village Engineer certifies that the engineering plans and specifications for the Public Improvements meet the minimum requirements of this Chapter.

1. Additional Standards: No private streets, water mains, sanitary sewers or storm sewers shall be permitted within any subdivision/planned development. Private sidewalks, irrigation systems, electrical systems, and street-lights shall not be permitted within the dedicated rights-of-way or easements for the public street system.
2. Working Drawings and Specifications: Before the Planning and Zoning Commission considers a final plat or plan, complete working drawings and specifications for the public improvements and public utilities for the proposed subdivision/planned development shall be submitted to the Community Development Director to determine whether they meet the requirements of this Chapter.
3. Coordination of Review: The Community Development Director shall coordinate the review of such plans and specifications and report staff’s findings to the Village Board. Should revisions be recommended by the Village staff in order for the plans to conform to the requirements of this Chapter, the petitioner shall revise the plans and/or specifications and re-submit them directly to the Community Development Director for staff review and recommendations.

B. Site Grading Plan: The subdivider/developer shall supply the Village with engineering plans and specifications on a final site grading plan showing the following:

1. Benchmark elevations: the benchmarks should be tied to the IDOT benchmark system or the USGS and verified on the engineering site grading plan.
2. Centerline road elevations at front lot corners.
3. Top of building foundations.
4. Lot corner elevations with drainage arrows showing the direction of drainage.
5. Break points at which the drainage changes direction.

6. Drainage structures with frame elevations.
7. Typical footprint of the pad area in which the house or building will be constructed.
8. Special treatment of embankments.
9. Retaining walls with top and bottom of wall elevation and length.
10. Emergency/overland flood routes
11. Stormwater detention/retention facilities, high water level (HWL), and normal water level (NWL).
12. Existing and proposed contours, at no more than 2-foot intervals.

C. Minimum/Maximum Yard Grades: All grades shall slope away from the building. The minimum and maximum grades for yards within a lot, or at a lot line, shall be as follows: side yard grades shall range from a minimum of 1 percent to a maximum of 10 percent slope; front yards and rear yards shall have a minimum slope of 1 percent. If the grade differential between adjoining rear yards cannot be accommodated, a retaining wall shall be incorporated into the grading plan. If side and rear lot grades are less than 2 percent, then the subdivider/developer shall install perforated pipe in a French drain design to ensure positive drainage along these lot lines.

1. Foundation Elevation Differences: The difference in elevations between the top of foundations of adjacent houses shall match designed street grade and not exceed 7 percent of the horizontal distance of the building separation and shall not exceed the elevation of the street (e.g., based on a 7½-foot side yard on each lot, the permitted maximum elevation difference between the adjoining foundation elevations would be 5 percent times 15 feet or 0.75 feet).
  - a. In the event the adjoining foundation difference (at the side yards) is more than 5 percent based on the horizontal building separation, special consideration shall be given to the side yard treatment to accommodate drainage. Special consideration may include, but not be limited to, retaining walls, stepped foundations, dropped siding, lots with side-load garages, walk-outs, special landscaping techniques, or greater separation of buildings.
  - b. Overflow routes designed to accommodate the 100-year intensity flood shall be defined on the grading plan. Where an overflow route is designed to go between homes, a typical section shall be shown in a section view for the overflow route. Design calculations shall be provided on the grading plan next to each respective section identifying the required capacity of the overflow route.

Depth of flow and the width of flow: Side slopes for such channels shall not be steeper than 4-foot horizontal to 1-foot vertical.

The capacity of the overflow route shall be calculated using either broad crested weir or channel formula.

The runoff rate for the 100-year overflow route shall be calculated at the runoff rate for the detention volume or 4.5 CFS/AC, whichever is greater.

2. General Drainage: General drainage direction shall be identified as being carried along property lines or at the top of slopes, all within appropriate drainage easements.
3. Grading Plan Compliance: Grading plan compliance shall be provided prior to the issuance of a certificate of occupancy.

D. Sanitary Sewer Systems: All subdivisions/planned developments shall have a sanitary sewer system connected to the Village sanitary sewer system. The size and routing, improvements to the overall system and provisions to extend service to adjacent properties shall all be in accordance with the Village's Master Sanitary Sewer Plan and designed and constructed in accordance with Appendix H, Standard Specifications for Construction and Estimating, herein.

E. Water Distribution Systems: All subdivisions/planned developments shall have a potable water distribution system capable of supplying all of the lots in the subdivision/planned development with Village water. The size and routing, fire flows, improvements to the overall system, and provisions to extend service to adjacent properties shall all be in accordance with the Village's Water System Master Plan and designed and constructed in accordance with Appendix H, Standard Specifications for Construction and Estimating, herein.

F. Stormwater Systems: All subdivisions/planned developments shall have a stormwater system capable of providing stormwater detention for all of the lots in the subdivision/planned development. The size and routing, improvements to the overall system, and provisions to extend service to adjacent properties shall all be in accordance with the Village and Kane County Stormwater Ordinance and designed and constructed in accordance with Appendix H, Standard Specifications for Construction and Estimating, herein.

G. Street Design Standards: Every subdivision/planned development shall be provided with a system of public streets that meets the planning standards of Section 22.05-E herein and the following engineering standards:

1. Street Improvement Standards: All materials, workmanship, equipment and testing shall comply with the IDOT *Standard Specifications for Road and Bridge Construction*, latest edition, and standards set forth herein.
2. Minimum/Maximum Street Grades: All street grades shall be in accordance with the following limits:

Type of Street	Maximum	Minimum
Arterial	5.0 percent	0.5 percent

Type of Street	Maximum	Minimum
Collector	6.0 percent	0.5 percent
Local Street	7.0 percent	0.6 percent
Cul-de-sac	8.0 percent	0.6 percent

A maximum 2.0 percent grade is allowed for 100 feet into an intersection.

3. Pavement Widths: All streets shall be improved as follows with paved surfaces from back of curb to back of curb:

Type of Street	Minimum Width
Arterial	48 feet
Collector	34 feet
Local	31 feet
Cul-de-sac	28 feet

4. Soils Reports Required: A profile of the subsurface soil conditions shall be provided to a distance of 10 feet below the proposed grade line or 10 feet below the proposed fill if required with borings every 300 feet or more and for all proposed drywell locations. The soils profile shall show the types of soils, natural moisture content, unconfined compression strength, groundwater data, and frost susceptible material. IBR values shall be made available to the Village Engineer for checking the roadway design.

5. Determining Traffic Volumes:

- a. When the subdivider/developer is improving existing streets, current traffic data shall be secured from responsible agencies or field counts shall be taken.
- b. When the ultimate size of the subdivision/planned development will be less than 100 acres, traffic projections for the structural integrity of the arterial and collector streets for residential land uses and all streets in other land uses, shall be determined on the basis of the following standards:
  - I. For subdivision/planned developments of detached and attached single-family residences, ten trips per day per unit
  - II. For commercial, industrial, office research, and institutional uses, traffic projections shall be made by a traffic engineer and submitted to the Village Engineer for approval.

The breakdown of traffic by categories of passenger car (PC), single-unit (SU) or multiple-unit (MU) trucks shall be 80 percent PC, 19 percent SU and 1 percent MU for all residential land uses. The division of traffic for all other land uses shall be in accordance with the recommendations of a traffic engineer that have been submitted for review and approval by the Village Engineer.

- c. When the ultimate size of the subdivision/planned development will be more than 100 acres, traffic projections made by a traffic engineer shall be submitted for review and approval by the Village Engineer for all street classifications and land uses.
  - d. Identify proposed traffic mitigation measures, including, but not limited to, street and highway widening, intersection traffic control, change in land use intensity (floor area ratio or use), change in site plan, alternative work schedules, ride sharing, etc.
- 6. The subdivider/developer shall be required to install appropriate traffic signage and controls within the development and off-site.
- 7. Structural Design of Streets: All sub-base, base, and surface designs for streets for all land uses shall be constructed in accordance with the manuals for the structural design of bituminous and Portland cement concrete pavements currently being used by IDOT's Bureau of Local Roads and Streets and Appendix H, Standard Specifications for Construction and Estimating, herein; the more stringent standard shall apply.
  - a. Minimum Thickness of Base and Surface Courses for Bituminous Surface Streets: All surface and base course materials listed in Tables 7, 8, and 9 at the end of this Chapter shall be permitted for the construction of bituminous surfaced streets within the Village's territorial jurisdiction. No roadway shall be constructed with less than the specified thickness, regardless of the number of projected movements or the IBR values of the soil. The subdivider/developer shall submit the mix design information during testing.
- 8. Concrete Curbs and Gutters: Curbs and gutters shall be required on all streets constructed within the Village. The curb shall be depressed at all intersections and crosswalks to accommodate persons with disabilities.
- 9. Excavating and Preparation of Subgrade: All roadways shall be excavated and the street subgrade prepared in accordance with the IDOT *Standard Specifications for Road and Bridge Construction*, current edition.
- 10. Proof Roll Test: A proof roll test shall be conducted prior to the placement of base material. Soft and yielding materials encountered in the subgrade shall be removed and replaced with granular material or other fill material compacted to 93 percent of optimum laboratory density.
- 11. Materials Inspections: A competent third party testing laboratory, provided at the subdivider/developer's expense, shall test subgrade compaction and all materials incorporated into the roadway section. Tests shall be made in compliance with current IDOT recommendations, except that plant inspections will not be required in concrete or blacktop plants continuously during production. Results of all tests conducted shall be forwarded to the Village Engineer for review, approval, and recommendation

to the Village to accept the work.

The subdivider/developer may be required to provide cores on the roadway system prior to the placement of the final surface course in order to verify binder course and/or base thickness. Cores shall be taken at 500-foot intervals or as directed by the Village Engineer. In the event cores do not meet at least 95 percent of the total required thickness of the binder and/or base course, additional thickness of surface course will be required. The adjustment in thickness will be based on the IDOT local roads structural numbers assigned to each respective material type for which the adjustment is needed.

12. Issuance of Building Permits: Building permits will not be issued for any subdivision/planned development until curbs and gutters are in place and street pavements have been partially completed to meet the following standards:
  - a. Bituminous Concrete Streets: The base course and first lift of bituminous pavement must be in place.
  - b. Concrete Streets: The concrete pavement must be in place.
13. Certificate of Occupancy: Certificates of Occupancy shall not be issued until 85 percent of the public improvements have been installed. Sidewalks and all parkways shall be completed prior to release of a Certificate of Occupancy. The subdivider/developer shall provide documentation or certification that all lots have been surveyed for elevation and grades verified to meet approved engineering drawings prior to issuing final occupancy permits. Prior to the issuance of the Certificate of Occupancy, the lot shall be inspected for broken sidewalk/driveway, drainage problems, lot grading, b-box location, and b-box key ability.
14. Winter Placement of Bituminous Materials: No bituminous concrete base or surface course work shall be installed later than November 5 of any calendar year without written permission from the Public Works Director, which may be given on a week-by-week basis after November 5.
15. Street Ditch Sections: In the event the Village Board permits the use of a roadway ditch section as part of the roadway cross section, the ditch section shall conform to the following minimum requirements:
  - a. Minimum Shoulder Width: Six feet.
  - b. Minimum and Maximum Side Slopes: 6:1 minimum and 4:1 maximum.
  - c. Minimum and Maximum Ditch Depth: Minimum depth is 2.0 feet below the roadway centerline elevation; and the maximum depth is 3.0 feet below roadway centerline elevation.

- d. Ditch Bottom Width: May vary from 0 to 2.0 feet wide at the bottom of slope.
  - e. Ditch Bottom Slope: Minimum slope is 1 percent and maximum slope is 5 percent.
16. Temporary Street Name Signs: During the construction of the public improvements in a subdivision/planned development, the subdivider/developer shall erect temporary street name signs with lettering at least three inches high and waterproofed to facilitate the delivery of materials and provide ample direction for emergency equipment.
  17. Permanent Street Sign Fees: Prior to final plat or planned development plan approval, the subdivider/developer shall pay to the Village a fee to cover the cost of parts, materials and labor to make and install the street name signs for the subdivision/planned development. The Village will make and install street name signs upon completion of street and underground improvements.

H. Streetlights:

1. Streetlights shall be provided by the subdivider/developer in all subdivisions and planned developments pursuant to IDOT *Standard Specifications for Road and Bridge Construction*, latest edition, and the following standards:
  - a. Streetlights shall be provided on all streets. The lights shall be provided in accordance with the tables found in Section 22.06-H4, herein.
  - b. The lighting designer shall provide photometric calculations showing the required illuminance and luminance levels along with uniformity ratios described in this table.
  - c. The roadway types used for the design levels required will be as directed by the Public Works Director.
  - d. All luminaires shall be provided with safety cable tie-offs between luminaire and mast arm.
2. Street Light Placement: Street light standards shall be mounted on a metal screw-in type foundation located 42 inches behind the curb, except where the distance between the curb and sidewalk prohibits this location, or 42 inches back of the shoulder when no curb and gutter exists. Break-away couplings or transformer bases shall be utilized in accordance with IDOT *District 1 General Guidelines for Lighting Design*, latest edition, Table D.2.2 and D.2.3 or current Article.
3. Street Lighting Systems: The following street lighting systems will



be acceptable.

- a. A centrally located, remotely operated, photocell controlled lighting controller, either pedestal-mounted in residential developments or pad-mounted to reinforced concrete foundation in commercial developments and on major roadways. The lighting controller shall be U.L. 508A listed control panel and require a 120/240V, 100-amp, 1Ø, 3-wire ComEd metered electric service. The controller shall be protected by a 100-amp, 2-pole, 600V-rated circuit breaker and controlled by a mechanically held/electrically operated 100-amp-rated, 2-pole lighting contactor with a time delay relay operated photocell and HOA override switch. All branch circuits shall be protected by a minimum 20-amp, 240V-rated, 2-pole circuit breaker. All internal cabinet control wiring shall be MTW type conductors. All external wiring shall be XLP Type USE copper conductors. The maximum voltage drop on any branch circuit may not exceed 5 percent.
- b. In the Historic Downtown District receptacle circuits will be required. All proposed receptacle circuits shall be fed from an independent enclosure mounted back-to-back with the proposed lighting controller enclosure. The receptacle enclosure shall be fed from the same electric service entrance as the lighting controller enclosure side. The electric service shall be metered and rated for 120/240V, 1Ø, 3-wire service. The receptacle enclosure will be protected by its own 2-pole, 240V-rated main circuit breaker. The actual rating of the main circuit breaker in the receptacle enclosure shall be determined by the proposed electrical load to be served. The required branch circuits shall be controlled by an independent mechanically held/electrically operated, 2-pole lighting contactor with a time-delay relay operated photocell and HOA override switch. The branch circuits shall be protected by a 20-amp (maximum) GFCI circuit breaker.

4. Street Lighting Illuminance and Luminance Values: Values shall be in accordance with the following tables:

Illumination Levels

Luminaire Mounting Height	Road Type	Pedestrian Conflict Area	Maximum Maintained Average Values (Fc)	Uniformity $E_{avg}/E_{min}$
25 feet	Local	Low	0.4	6.0:1
25 feet	Residential Collector	Low	0.4	4.0:1
35 feet	Commercial Collector	Low	0.6	4.0:1
35 feet	Arterial	Medium	1.3	3.0:1

Luminance Levels

Road Type	Pedestrian Conflict Area	Average Luminance cd/m <sup>2</sup>	Uniformity $L_{avg}/L_{min}$	Uniformity $L_{max}/L_{min}$	Veiling Luminance Ratio $L_{V_{max}}/L_{avg}$
Local	Low	0.3	6.0:1	10.0:1	0.4
Residential Collector	Low	0.4	4.0:1	8.0:1	0.4
Commercial Collector	Low	0.4	4.0:1	8.0:1	0.4
Arterial	Medium	0.9	3.0:1	5.0:1	0.3

5. Street Light Standards:

Roadway Type	Luminaire Type	Pole Type	Foundation
Local	Cobra Head Style, Painted Black with Full Cut Off Optics LED Lamps and Multi-Tap Ballasts	25-foot Mounting Height Round Tapered Aluminum Pole Powder Coated Black with Davit Type Arms	Metal Screw In Type
Residential Collector	Cobra Head Style, Painted Black with Full Cut Off Optics LED Lamps and Multi-Tap Ballasts	25-foot Mounting Height Round Tapered Aluminum Pole Powder Coated Black with Davit Type Arms	Metal Screw In Type
Commercial Collector	Cobra Head Style, with Full Cut Off Optics (MH) or LED Lamps and Multi-Tap Ballasts	35-foot Mounting Height Round Tapered Aluminum Pole with Truss Type Arms	Metal Screw In Type
Arterial	Cobra Head Style, with Full Cut Off Optics (MH) or LED Lamps and Multi-Tap Ballasts	35-foot Mounting Height Round Tapered Aluminum Pole with Truss Type Arms	Metal Screw In Type or Reinforced Concrete
Historic District Local and Residential Collector	Cobra Head Style, Painted Black with Full Cut Off Optics (MH) or LED Lamps and Multi-Tap Ballasts	25-foot Mounting Height Round Fluted Tapered Aluminum Pole, Powder Coated Black with Davit Type Arms	Metal Screw In Type
Historic District Local and Commercial Collector	Cobra Head Style, Painted Black with Full Cut Off Optics (MH) or LED Lamps and Multi-Tap Ballasts with Dual Bracket Arm Mounted Ornamental Acorn Type LED Luminaires	35-foot Mounting Height Round Fluted Tapered Aluminum Pole Powder Coated Black with Davit Type Arms	Metal Screw In Type
Parks	Ornamental Post Top Type with Full Cut Off Optics (MH) or LED Lamps and Multi-Tap Ballasts	12-foot Mounting Height along Paths and Sidewalks and 14 foot Mounting Height in Parking Lots Round Tapered Fluted Pole Powder Coated Black	Metal Screw In Type

6. Conduits and Conductors:

- a. Conduits: Conduits used for street lighting shall be HDPE Sch. 40 duct and buried a minimum of 30 inches below grade and 24 inches behind the curb (or 24 inches from the edge of the shoulder). Where conductors cross under existing streets or private drives, they shall run in rigid galvanized steel (RGS) conduit and the RGS conduit shall extend a minimum of 5 feet on each side of all streets and driveways.
- b. Conductors: All proposed wiring used for electric services, branch circuits, and pole wiring shall be cross-linked polyethylene XLP Type USE copper conductors. No splicing of conductors shall be allowed other than in pole handholes. All splicing shall be by means of compression couplings that are sealed in heat shrink-type boots and sealing mastic. All current carrying conductors shall be fused. All fusing shall be by means of single pole or double pole in-line fuse kits connected to the load side pole wiring spliced within the pole handhole. All wiring and splices shall have enough cable slack to be withdrawn 18 inches minimum outside of the pole handhole. The conductor colors for the street lighting branch circuit wiring shall be "A" phase (red), "B" phase (black), neutral (white) and ground (green). If receptacle circuit wiring is installed in the same conduit as the street lighting, the phase conductor shall be (blue), the neutral shall be (white) and ground (green). If multiple receptacle circuits are to be installed, then the phase conductors shall be different colors than identified above. Phase taping shall not be allowed.

All branch circuit wiring shall be labeled on the load side of the circuit breaker in which it originates and also in the pole handholes. The label shall indicate controller number and circuit number. The light standard shall also carry the same identification but shall also include the pole number.

7. Lighting Controller Types: Locations shall be established at such points that are found feasible for the area to be serviced. The Village shall approve the final location of the lighting controller. At each point of service the lighting designer shall establish an underground service entrance with Commonwealth Edison. All electric services shall be arranged for a cabinet-mounted electric meter socket. All controls shall be mounted in a black powder coated aluminum NEMA 3R, IDOT Type 3 minimum size enclosure, and shall include a stainless steel plate labeled "Street Lighting" on the door.

- a. Pedestal-Mounted Lighting Controller: The cabinet shall not exceed IDOT Type 3 in size and be mounted on a 4-foot-high by 3-inch diameter black powder coated traffic signal post with a clam-shell base. The concrete foundation shall be 4 feet deep consisting of four vertical rods and #3 rings 12 inches on center for reinforcing. The top of the base shall be 2½ (+/- ½-inch) inches above the finished adjoining grade, the top of curb, or edge of the shoulder,

whichever is highest. The base shall include the required number of feeder conduits with standard radii and a 2-inch minimum service conduit connected directly to the meter socket as required by Commonwealth Edison. All feeder and supply conduit shall enter the cabinet from the bottom. A triangular ground field with a minimum of 3 5/8 inches by 10-foot ground rods exothermally welded and installed in 3 individual 12-inch by 12-inch composite concrete handholes. Where no sidewalk exists, a 2-foot by 2 1/2-foot by 5-inch deep concrete maintenance pad shall be required. Ground-mounted cabinets, as listed in Section 22.06-H7b herein, may be ground-mounted with the approval of the Public Works Director.

b. Ground-Mounted Lighting Controller:

The cabinet shall be painted black NEMA 3R rated and be arranged for ground mounting to a cast-in-place reinforced concrete foundation 4 feet deep. The top of the foundation shall be a minimum of 2 1/2 inches above the finished grade, the top of curb or edge of shoulder, whichever is highest. The conduit entry points shall be arranged so all branch circuit/feeder conduit enter within the open bottom of the enclosure. The conduits shall be standard radius and the 2-inch minimum rigid galvanized steel electric service conduit shall be directly connected to the Commonwealth Edison meter socket as required by Commonwealth Edison. A triangular ground field with a minimum of 3 5/8 inches by 10-foot ground rods exothermally welded and installed in three individual 12-inch by 12-inch composite concrete handholes. Where it is not feasible to utilize an existing/proposed sidewalk or no sidewalk exists, a 2-foot by 2 1/2-foot by 5-inches deep concrete maintenance pad shall be required.

8. Operation:

a. Lights: Streetlights shall be controlled by a lighting controller mounted photocell. A hand-off-auto switch shall provide the manual operation of a mechanically held contactor of 100 amperes minimum capacity. Each service center shall have a duplex GFCI 120-volt receptacle and door-switch operated maintenance light, mounted inside the cabinet.

b. Receptacles: The receptacle circuits shall operate as listed in Section 22.06-H3b herein. The receptacles shall be housed in a separately metered traffic box enclosure mounted back to back with the street lighting controller. The electric service to the controller shall be a 120/240V, 1Ø, 3-wire, 100-amp service. If service is to be larger than 100-amp, Village approval shall be required. The receptacle enclosure shall include a 240-volt-rated surge suppressor protecting a 240V, two-pole main rated breaker. The controller shall have one 120V control circuit for manual operation of the circuits with a time clock override. The second circuit shall be a

120-volt maintenance circuit which shall include a 120-volt duplex GFCI receptacle and a door-switch operated maintenance light. The receptacle circuit breakers shall be controlled by mechanically held/electrically-operated lighting contactor feeding a main lug only 12-position lighting panel with independent neutral and ground bus bars.

9. Electrical Service: Electric service to the controller for the street lighting system shall be run underground a minimum of 30 inches deep from the Commonwealth Edison service source, either overhead or underground to the lighting controller. The proposed load to serve shall determine the size of the service entrance conductors. Service conductors shall be 600-volt XLP-Type USE-type and shall be installed in a minimum 2-inch hot-dipped rigid conduit that shall be a continuous unspliced cable run from the lighting controller to the Commonwealth Edison service source. The minimum size service wires shall be #2 copper conductors.

If required to provide electric service from back lot Commonwealth Edison service pedestals or transformers, a 5-foot easement, granted to the Village, shall be provided on each side of a common lot line where such ducts are to be buried.

10. Composite Concrete Junction Boxes and Concrete Handhole: Where indicated, an underground junction box or handhole shall be required to accommodate two or more feeder lines for the lighting circuits, sized in accordance with NEC and IDOT requirements. Composite concrete junction boxes shall be used in parkway areas not susceptible to traffic loading and shall be sized 12 inch by 12 inch by 12 inch minimum, with bolted down cover. Concrete handholes shall be used in areas where they are susceptible to traffic. The handholes shall be IDOT standard minimum frame and cover and shall be constructed with IDOT standard mix design used for the controller foundations. The conduits protecting the cables shall be brought into the box or handhole from the bottom. A manufactured elbow shall be used at the bottom of the trench and a nipple shall connect the box with the elbow. Seal-tight shall be used to seal off the cables in the box.
11. Testing: All underground feeders shall be tested in accordance with *IDOT Standard Specifications for Road and Bridge Construction*, latest edition, Art. 801.13 "Testing" or current article. All testing shall be done in the presence of the Public Works Director or designee.

I. Sidewalks: Sidewalks shall be required in all public rights-of-way and in other locations as determined by the Village Board. Sidewalks shall extend through all driveways.

1. Sidewalk Standards. The sidewalk standards shall be as follows:
  - a. All sidewalks in public rights-of-way or easements dedicated to the Village shall be constructed of Portland cement concrete conforming to the *Standard Specifications for Road and Bridge Construction*.

tion.

- b. For additional standards refer to Appendix H, Standard Specifications for Construction and Estimating, herein.
2. Waiver of Sidewalk Requirements: The Village Board may waive the requirements for public sidewalks for subdivisions/ planned developments where a bicycle path is provided in lieu of a sidewalk along certain public rights-of-way.
3. Accessible Sidewalks: All sidewalks shall be provided with ramps from streets to sidewalks at all intersections and pedestrian crosswalks to accommodate persons with disabilities. Refer to Appendix H, Standard Specifications for Construction and Estimating, herein, for specific standards.
4. Sidewalk Transverse Slope: All sidewalk sections shall be sloped from the property line side of the sidewalk to the street side of the sidewalk at one-quarter inch per foot.
5. Maintenance: After dedication to the Village, sidewalk maintenance shall be the responsibility of the abutting property owner.

J. Bicycle Paths: Bicycle paths shall be required within or adjacent to a subdivision/planned development where a bicycle path shown on the Comprehensive Plan runs through all, part of, or adjacent to such subdivision/planned development. Bicycle paths may be installed in lieu of sidewalks with approval from the Village Board. Standards for bicycle paths shall be as follows:

1. All bicycle paths shall be constructed of a crushed gravel base course (C.A. - 6) and a bituminous surface course conforming to the requirements of the IDOT *Standard Specifications for Road and Bridge Construction*.
2. For additional standards, refer to the Appendix H, Standard Specifications for Construction and Estimating, herein.
3. Maintenance: After dedication to the Village, bicycle path maintenance shall be the responsibility of the abutting property owner.

K. Driveway Approaches: A P.C.C. concrete driveway approach shall be required between the curb (or edge of pavement where there is no curb) and property line or sidewalks for each lot before a Certificate of Occupancy is issued.

1. Each residential unit shall be permitted one access onto a public street.
2. Driveway Approach Widths: The width of the driveway approach shall be no less than what is listed below and no more than 35 feet:
  - a. Residential Lots With a One-Car Garage: Ten feet wide measured at the sidewalk or property line and 15 feet wide measured at the

curb or edge of street pavement.

- b. Residential Lots With a Two-Car Garage: Twenty feet wide measured at the sidewalk or property line and 28 feet wide measured at the curb or edge of street pavement.
  - c. Residential Lots With a Three-Car Garage: Thirty feet wide measured at the sidewalk or property line and 35 feet wide measured at the curb or edge of street pavement.
  - d. Commercial, Industrial, Institutional, Office/Research Uses With One-Way Approach: Sixteen feet wide measured at the sidewalk or property line and 24 feet wide measured at the curb or edge of street pavement.
  - e. Commercial, Industrial, Institutional, and Office/Research Uses With Two-Way Approaches: Twenty-two feet wide measured at the sidewalk or property line and 30 feet wide measured at the curb line or edge of street pavement.
- 3. Materials: Material standards are found in Appendix H, Standard Specifications for Construction and Estimating, herein. Placement of all materials shall be in accordance with the IDOT *Standard Specifications for Road and Bridge Construction*, current edition.
  - 4. Slope of Drive Approaches: All drive approaches shall have a minimum slope of 1 percent and a maximum slope of 8 percent with drainage from the property line to the street. Slope from the street to the property line will be permitted only if it can be demonstrated that stormwater runoff can be intercepted within the rights-of-way and carried by the street or storm sewer system.

L. Landscaping: All landscaping shall conform with Chapter 30, Landscape Code, of this Code. All parkway areas, including landscaped islands and cul-de-sacs, and all landscape materials, including lawns, shrubs, and trees, shall be maintained by the applicable property/homeowners' association or the property owners that abut said parkway or island.

M. Public Utilities Underground: All subdivisions/planned developments shall be provided with a complete system of public utilities including telephone, electric, natural gas, and cable television. All such utility lines shall be placed underground in rear lot line easements with minimal utility installation in public rights-of-way and side yard areas. When cables or conduits are placed within easements or public rights-of-way, they shall not conflict with the Village's public improvements.

N. Drainage, Public Utility Easements: Easements for drainage and public utilities shall be provided on all side and rear lot lines. Such easements shall be not less than 5 feet wide on each side of common side and rear lot lines, or 10 feet wide in cases when a 5-foot easement cannot be acquired from the adjoining property or properties. If it is determined by the Village Board, on the basis of the Village Engineer's recommendation, that additional easements or wider easements are required, the subdivider/developer shall provide such wider easements. In

addition:

1. In cases where rear or side lot lines abut an existing subdivision/planned development an easement of sufficient width shall be provided to create an easement 10 feet wide.
2. Easements on newly subdivided lots shall, whenever possible, be aligned and continuous with easements on adjoining lots.
3. No permanent buildings or trees shall be placed in an easement. However, an easement may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the easement uses or rights herein granted. Fences may be permitted providing the property owner signs a waiver agreement approved by the Manager or designee. The Village has a right, but not the obligation to, at any time, abate any obstructions placed on or over the easement area. Any costs incurred by the Village or its agents and subcontractors to abate the obstructions shall be paid for by the property owner. If the abatement costs are not paid, a lien shall be placed on the property.
4. On days of extensive rain events, stormwater may be present in drainage easements up to 48 hours.
5. Impermeable surfaces shall not be placed on drainage easements.
6. When cables or conduits are placed within easements or public right-of-way, they shall not interfere with the Village sanitary, storm sewer and water lines, and their appurtenant structures.
7. All transformer boxes, junction boxes, and risers shall be placed where they are not unsightly or hazardous to the public or disrupt drainage easements.

O. Village Utility Easements: Easements for drainage and Village utilities shall be provided on all side and rear lot lines. Such easements shall be a minimum of 5 feet wide on each side of common side and rear lot lines, or 10 feet wide in cases when a 5-foot easement cannot be acquired from the adjoining property or properties. If it is determined by the Village Board, on the basis of the Village Engineer's recommendation, that additional easements or wider easements are required, the subdivider/developer shall provide such wider easements. All easements shall be indicated on the plat.

P. Cross-Access Easements: Provisions for cross-access between adjacent properties may be required for certain developments. Easements shall be indicated on the plat.



## 22.07 STORMWATER MANAGEMENT

A. Stormwater Management Systems, Erosion Control, Wetland Protection, Floodplain Protection and Protection of Riparian Environments: Every subdivision/planned development shall be provided with a stormwater management system, erosion control, wetland protection, floodplain protection and protection of riparian environments in accordance with the standards and requirements set forth in this Section, herein; Chapter 26, Site Plan and Development Review Requirements; Chapter 27, Soil Erosion and Sediment Control; and Chapter 28, Stormwater Management, of this Code.

B. Watershed Plans: Any watershed, wetland and floodplain protection plan approved by the Village Board shall also be followed when reviewing subdivision/planned development plans (i.e., Woods Creek Watershed-Based Plan and the Jelkes Creek-Fox River Watershed Action Plan and any future watershed plans).

C. Special Management Areas: In accordance with the Intergovernmental Agreement between the Village and the Village of Lake in the Hills, approved in January 1993 and recorded in McHenry County as Document No. 93R006200 and in Kane County as Document No. 93-07-0837, the two jurisdictions agree to require, “to the extent allowed by law, that all development within its jurisdictional boundaries control erosion and sedimentation, applying the applicable section of the standards and specifications for soil erosion and sediment control prepared by the IEPA; and to require, to the extent allowed by law, developers within its jurisdictional boundaries to control stormwater run off so the rate affecting Crystal Creek, Woods Creek and their tributaries after development is no greater than prior to development, but in no case shall discharge from any development originating in said development exceed 0.05 CFS/acre. The parties recognize the need to minimize or eliminate erosion on Woods Creek and its tributaries, as well as its impact downstream, including sedimentation. The parties agree to cooperate in any development impacting Woods Creek and its tributaries and take steps as are necessary to minimize or eliminate erosion on Woods Creek and its tributaries, as well as its impact downstream, including sedimentation control. Algonquin agrees that with respect to any property developed in Algonquin which drains into the tributary to Woods Creek that Algonquin shall retain the Lake in the Hills’ Village Engineer, at the developer’s expense, to review and approve all engineering plans and specifications for soil erosion and sedimentation control. Algonquin shall enforce the soil erosion and sedimentation control ordinances of Lake in the Hills as to development in Algonquin draining into Woods Creek or any tributary of Woods Creek.”

## **22.08 CONSTRUCTION STANDARDS and GUARANTEES, CONSTRUCTION and MAINTENANCE INSPECTIONS, ACCEPTANCE OF PUBLIC IMPROVEMENTS and MAINTENANCE PERIOD**

A. Construction and Maintenance Requirements: The site grading and erosion control, water distribution system, sanitary sewer system, stormwater management system, street system, street lights, sidewalks, bicycle paths, driveway approaches, landscaping, tree planting, and natural area restoration for every subdivision/planned development shall be constructed in strict accordance with the approved engineering plans and specifications therefor and the standards set forth in Sections 22.05, 22.06 and 22.07 herein. The public improvements shall be maintained by the subdivider/developer for a minimum of 18 months. This time period starts after the Village Engineer has certified completion of the public improvements in compliance with the maintenance requirements set forth herein. Security (pursuant to Section 22.08-C herein) shall be posted with the Village to guarantee the completion of, payment of, and repairs of the public improvements.

B. Construction Standards: The public improvements for all subdivisions/planned developments shall be constructed in a good and workmanlike manner in strict accordance with the standards set forth in Sections 22.05, 22.06 and 22.07 herein and the approved final engineering plans and specifications therefor.

C. Guarantee of Completion, Payment, and Construction: The Village Board will not cause the final plat/plan of any subdivision/planned development to be signed and recorded until the subdivider/developer and the owner have (1) satisfied all the terms and conditions of the ordinance approving of the preliminary plat; (2) executed and delivered to the Clerk a Public Improvement Completion Agreement; (3) tendered cash or filed with the Village Clerk a performance bond/labor and material payment bond or letter of credit to guarantee that all required public improvements will be completed pursuant to this Chapter and the engineering plans and specifications approved by the Village Engineer within a reasonable time and subject to the approval of the Village Board and to further guarantee that the public improvements will be fully paid for and properly maintained pursuant to this Chapter; and (4) complied with all of the provisions of this Chapter.

1. Guarantee Public Improvements: To guarantee that the public improvements will be completed within the time limits, fully paid for, and properly maintained, the owner and subdivider/developer shall file with the Clerk:
  - a. A Public Improvements Completion Agreement (Appendix G),
  - b. One of the following forms of guarantee of performance and payment ("construction security") in an amount equal to 120 percent of the estimated construction cost of the public improvements, which has been approved by the Village Engineer.
    - I. Cash deposit.
    - II. A performance bond-labor and material payment bond co-signed by a surety licensed to do business in Illinois and having a policy rating of at least A- and a financial rating of at least VIII in the latest edition of the A. M. Best's Insurance

Guide (Appendix F). In the event a performance bond-labor and material bond surety's rating falls below the required rating, a new bond must be reissued that meets the required rating.

- III. An irrevocable standby letter of credit issued by a federally insured financial institution with assets of at least \$50,000,000 and a capital asset ratio of at least 6 percent (Appendix F).

The Village Attorney must approve the construction security. It shall be the developer/subdivider's obligation to have the financial institution issuing the letter of credit furnish a current financial statement to the Village.

- c. Engineer's estimated cost of public improvements shall be prepared by the subdivider/developer's engineer and submitted to the Village Engineer for approval not less than 30 days prior to a request for execution of a plat by the Village. The Village Engineer shall estimate and certify to the Village Board the amount of security, which shall be a minimum of 120 percent of the reasonably estimated cost of the public improvements plus such additional amount as may be required. The Village Board shall approve the required security.
  - d. A per-acre flat fee shall be added to the cost estimate to cover grading, top coat, seed and blanket, and security fencing in the event such action is necessary. The fee shall be determined by the Village Engineer from time to time.
  - e. After final plat approval, a construction inspection escrow account shall be established with the Village. The escrow sum shall be 3 percent of the Village Engineer's estimated cost of public improvements. This deposit shall be made prior to the execution and recording of the final plat of subdivision.
2. Record of Account: The Treasurer shall maintain a complete record of each cash deposit, bond, or letter of credit established to guarantee completion of public improvements, the name of the subdivision, the estimated cost of the public improvements, the scheduled completion dates, and the date on which any bond or letter of credit expires. The Treasurer shall report quarterly to the Manager on the status of each such cash deposit, completion bond, and letter of credit.
3. Time Limits: The time limits may be extended up to one year by the Manager upon the recommendation of the Village Engineer and the Public Works Director, for good cause shown, provided the construction security is extended to cover the new completion date and adjusted for estimated increased costs. The time limits may be extended beyond one year by the

Village Board, in its sole discretion, provided the construction security is extended to cover the new completion date and adjusted for increased costs.

4. Expiration of Letter of Credit: Upon receipt of the notice of expiration of any letter of credit to the Treasurer, the Village Engineer shall issue a written status report to the Treasurer indicating which, if any, of the public improvements are not complete, and either recommend the construction security be (a) extended, and if extended, whether the amount of the construction security must be increased to cover the incomplete work, or (b) collected such (1) that the cash deposit be forfeited, (2) the letter of credit be drawn upon, or (3) claim to be made on the bond to cover the estimated cost of the incomplete work plus a sum equal to 20 percent of the original Engineer's estimated cost of public improvements to satisfy the subdivider/developer's maintenance security obligation. In the event the subdivider/developer fails to renew and/or extend the letter of credit as requested, the Treasurer shall draw the entire amount available under such letter of credit or make a claim on the performance bond/labor and material payment bond before the time limits for filing suit on said bond. The Treasurer shall maintain the proceeds of any forfeited cash deposit drawn on a letter of credit or monies paid by a surety bond company in a separate fund to be used solely for payment of the cost of completion of the public improvements for that subdivision/planned development, including engineering fees and any legal expenses incurred in the forfeiture of the letter of credit or bond.
5. Cost Estimate: If an Engineer's estimated cost of public improvements is more than one year old at the time the plat is recorded, a revised estimate of cost shall be provided and reviewed and approved by the Village Engineer at the subdivider/developer's expense.
6. Reduction Requests: The subdivider/developer may request reductions in the balance of the construction security upon completion of each eligible category of public improvement. The maximum reduction will be 90 percent of the original estimated amount for each eligible category. The remaining 10 percent shall be retained to cover punch list work. Also, an additional 20 percent of the approved estimate of the cost of construction of the public improvements shall be retained until the public improvements have been accepted and the maintenance guarantee posted with the Village. Specific security reductions information is available from the Village Engineer.

D. Permits Required: None of the work specified in this Section shall be performed on any portion of the subdivision/planned development until the Village has issued the following special permits:

1. Early Grading Permit: An early earthwork permit may be issued by the Public Works Director only after all of the items listed in the Site Development Permit Checklist and Early Grading Permit Checklist in Appendix E have been completed, the subdivider/developer has executed a Hold Harmless Agreement for Early Grading (see Appendix E), and has

posted cash or a letter of credit in an amount sufficient to perform said earth work and to completely restore the property to its original condition if the project is not subsequently approved by the Village.

2. Site Development Permit: A site development permit may be issued by the Village only after all of the items listed in the Site Development Permit Checklist (see Appendix E) have been completed and the Village Board has passed an ordinance approving the final subdivision plat/planned development plan.
3. Demolition Permits: Prior to the demolition of any existing structure on the proposed subdivision/planned development, the subdivider/developer shall apply for and be issued a demolition permit pursuant to Chapter 23, Building Codes, of this Code. Demolition permits shall also be required for abandoning private wells and septic systems. A county Department of Public Health permit shall accompany the demolition permit application.
4. Tree Removal Permit: The removal of trees is governed by Chapter 5.15 of this Code.
5. Other Permits: Any other applicable permit issued by the EPA, Army Corps of Engineers, state, county, etc. shall be required before initiating any early earthwork, site development, demolition, or tree removal.

E. Inspection of Public Improvements Required: Public improvements shall be subject to inspection by the Public Works Director or designee both during the course of construction and after construction is completed. The Village Engineer shall have authority over construction, materials, methods of construction and workmanship to ensure compliance with this Chapter and the approved plans. The subdivider/developer shall provide for reasonable tests and proof of quality of materials as reasonably requested by the Village Engineer. The Village Engineer may require that work be suspended for due cause, which shall include adverse weather conditions, questionable materials, methods of construction or workmanship, or failure to adhere to this Chapter or the approved plans.

1. Notification: It shall be the responsibility of the subdivider/developer or its general contractor to notify the Public Works Director when work will begin and to request inspections. The initial notification that a particular improvement will begin shall be in writing, and every request for an inspection must be received by the Public Works Director at least 72 hours in advance of the requested inspection.
2. Subdivider/Developer Responsible: Failure of any Village employee, inspector, agent, or official to detect construction work or materials which fail to meet the requirements of this Chapter and/or the approved plans shall in no way relieve the subdivider/developer of full responsibility for adherence by it and all contractors and material suppliers to this Chapter and the approved plans nor for failure to adhere to high standards of materials, methods and workmanship.

3. Inspection and Approval: When all the public improvements, including the public improvements of a separate phase or unit, are completed in their entirety, the subdivider/developer shall formally request the Village Engineer, in writing, to certify completion of the public improvements. Upon receipt of the request letter, the Village Engineer, in conjunction with the Public Works Director, will schedule an inspection. The 18-month maintenance period begins after the public works start of maintenance permit is issued. An inspection is conducted no sooner than 12 months and no later than 18 months after the start of maintenance permit which allows the subdivider/developer to turn all improvements over to the Village. Due to the inability to determine whether parkway trees are living during winter months, and the inability to conduct certain other inspections due to snow and ice cover, the Village Engineer will not certify completion or recommend acceptance by the Village Board between November 1 and May 1. All deficient public improvements which do not totally conform to this Chapter and the approved plans will be put on a written punch list. The punch list will be forwarded to the subdivider/developer for processing. When the subdivider/developer has corrected the deficiencies on the punch list, an inspection by the Village Engineer shall be requested. If the length of time between inspections is greater than four months or if the noted deficiencies have not been corrected, the request for certification of acceptance may be subject to the following:
  - a. The subdivider/developer shall be required to pay all costs incurred by the persons conducting the inspection, including, but not limited to, Village staff.
  - b. The punch list recorded during the initial final inspection will be voided and a complete re-inspection may be required.

Neither acceptance nor certification of completion by the Village Engineer or acceptance by any employee, inspector, agent, or official of the Village, nor maintenance of the public improvements by the Village, shall be deemed accepted by the Village. No public improvements shall be accepted or deemed to be accepted until the Village Board passes an ordinance accepting such public improvements on the written recommendation of the Village Engineer and upon satisfaction of the conditions set forth in Section 22.08-H herein. Certification and Village Board acceptance shall not occur until after the final inspection at the end of the maintenance period.

4. Required Barricades: Once house or commercial structure construction activities have started, the subdivider/developer shall have on the project site at all times a minimum of 20 type-1 barricades with lights, unused, which can be erected as needed during repair activities to curb, pavement, sidewalk, or other public improvement, to protect the public.

F. Protection and Repair of Existing Public Improvements: The subdivider/developer and its contractors, subcontractors, and material suppliers shall be jointly and severally responsible for protecting the existing public improvements in the subdivision/planned development against damage resulting from their construction activities in the subdivision/planned development and

assuring the Village that such existing public improvements and Village property are not damaged or rendered less useful or unsightly as a result of the construction activities. This provision includes any and all damages to, and any nuisance created upon, all lands, improvements, and landscaping of the Village or other governmental entities and public agencies; damage to existing streets, sidewalks, curbs, gutters, driveway approaches, and parkways by the passage of equipment or trucks, or by excavation for any purpose; the spilling or tracking of earth, sand, or rock onto existing streets, sidewalks, curbs, gutters or parkways; erosion by stormwater of earth, gravel, sand, or other debris onto streets, sidewalks, curbs and gutters, drainage swales, manholes, valve vaults, inlets, or catch basins; or the damage of water mains, sanitary sewer, b-boxes, hydrants, culverts or storm sewers. To reduce or localize the possibility of damage to streets by heavy trucks, the subdivider/developer and its contractors, subcontractors, and material suppliers shall follow access instructions of the Public Works Director. The subdivider/developer shall be absolutely responsible for the enforcement of the access instructions upon its contractors, subcontractors, and their suppliers. Where deemed advisable, the Village Board, upon the recommendation of the Public Works Director, shall require, either prior to construction or after construction is in progress, that the subdivider/developer post additional security in the form of a cash bond, performance bond/labor and material payment bond, or a letter of credit to guarantee the repair of any damages or abatement of any nuisance, caused, suffered, or permitted by the subdivider/developer, its contractors, or material suppliers. Until such security has been posted, construction shall be discontinued. The Village may draw upon such cash bond, performance bond/labor and material payment bond, or letter of credit to pay for any expenses that have been or may be incurred by the Village for cleaning its streets, catch basins, and sewers, regrading of landscaping drainage swales, and repairing any damages to its public improvements.

G. Conclusion of the Public Improvement Construction: Following completion of the public improvements and all punch list work certified by the Village Engineer based on the Village Engineer's determination that all of the conditions set forth in Section 22.08-H herein have been satisfied, the completion date of the public improvements shall be the date of final acceptance by the Village Board.

H. Acceptance Procedure for Public Improvements: Public improvements shall be accepted only by the passage of an ordinance by the Village Board upon the recommendation of the Village Engineer. Such recommendation shall be contingent on satisfying the following conditions:

1. Work in Accordance with Plans: All the public improvements shall be completed in a good and workmanlike manner using materials of good quality and shall be maintained in good repair by the subdivider/developer in accordance with the standards and requirements of this Chapter as of a date certain, and no component part of the public improvements shall be accepted until all of the component parts of the public improvements throughout the subdivision/planned development have been completed in accordance with the approved plans and this Chapter and maintained by the subdivider/developer.
2. Waivers: The subdivider/developer has provided to the Village Engineer sworn statements from each prime contractor with whom it contracted for the construction, installation, repair, and maintenance, and a final waiver of lien from every person and entity that furnished labor and/or material in connection with the public improvements, including final waivers from all

subcontractors and material suppliers shown on first tier subcontractor's waivers to protect the Village from mechanic's lien claims through the completion date.

3. Test Reports: Where required by this Chapter, or reasonably deemed necessary by the Village Engineer, test reports showing compliance with this Chapter and the approved plans must be provided to the Village Engineer.
4. Village Attorney Approval: The Village Attorney shall provide a written report to the Village Board that the subdivider/developer or owner, as the case may be, has or have made all necessary conveyances and approved the form of the maintenance guarantee posted by the subdivider/developer.
5. Clerk Approval: Written acknowledgment from the Clerk of receipt of the original maintenance guarantee approved by the Village Attorney.
6. Warranty Title: A warranty title, approved by the Village Attorney transferring title of the public improvements to the Village, has been delivered to the Clerk.
7. Submittal of Final Plans: One electronic and one paper copy of the record drawings shall be submitted to the Public Works Director. The record drawings shall include service location information for sanitary sewer, storm sewer, and potable water for each lot and reflect all field changes for location and elevation of public improvements.
8. Inspection of Improvements: All sanitary sewers shall be clean and shall have passed the required tests. A videotaping of the sewer interior shall be conducted one year after acceptance of the development and submitted to the Village. All sanitary sewer and valve vault manholes must be watertight and clean. All fire hydrants must be at grade, and all operable hydrant auxiliary vales must be keyable. All catch basins, inlets, and storm sewer lines must be free of dirt and debris. No manholes, valve vault frames, and drainage structure frames located within roadways may protrude above the roadway surface but must be even with or no more than one-half inch below the roadway surface. A full stand of grass shall have been established on all parkways and drainage swales. In the opinion of the Public Works Director or designee, all dead, dying, or diseased parkway trees shall have been replaced. All domestic "buffalo" boxes shall have been adjusted to proper grade, located, and keyed by Public Works personnel. All structurally cracked or sinking sidewalks, driveways, aprons, or curbs shall have been replaced. Variations in roadway surfaces shall not be greater than one-quarter inch in 10 feet as checked using a 20-foot long straight-edge in each wheel lane. All roadway surface and base course thickness must be within substantial compliance with the approved plans and specifications. All failures must have been repaired and all defects corrected. The public improvements must have been constructed in substantial compliance with the approved plans.



I. Guarantee for Maintenance of Public Improvements: The subdivider/developer shall post adequate security to guarantee the maintenance of the public improvements and every component part of the public improvements in an acceptable condition for the maintenance period as defined in Section 22.08-J herein and to guarantee payment for all maintenance work. To guarantee that the public improvements will be maintained during the maintenance period and to guarantee payments for all labor and/or material during the maintenance period, the subdivider/developer shall file with the Clerk one of the following forms of guarantee of maintenance in an amount equal to 20 percent of the Engineer's estimated cost of public improvements as approved by the Village Engineer.

1. Cash deposit.
2. A maintenance bond co-signed by a surety having a surety rating of at least an A- and a financial rating of at least a VIII in the latest edition of A. M. Best's Insurance Guide (Appendix F).
3. An irrevocable letter of credit issued by a federally-insured financial institution with assets of at least \$50,000,000 and a capital asset ratio of at least 6 percent (Appendix F).

J. Responsibility for Maintenance: The subdivider/developer shall be responsible for the maintenance of all the public improvements for its subdivision/planned development for the maintenance period and for the payment of all costs associated therewith.

1. Maintenance Obligations: The subdivider/developer's maintenance responsibilities obligations shall include, but are not limited to: (a) maintaining the public improvements; (b) repairing any damage to the public improvements caused by the subdivider/developer, its agents, servants, employees, or its successors, and assigns, or by any contractor hired by the subdivider/developer, its agents, servants, employees, successors, or assigns, or any subcontractor hired by such contractor; (c) repairing or replacing any defective workmanship or material in the public improvements; (d) protecting the Village against the results of any defective workmanship or materials appearing to have been incorporated in any part of the public improvements that shall have appeared or been discovered within the maintenance period; and (e) paying for the cost of all such maintenance work. In the event that any such public improvements are damaged, the burden shall be on the subdivider/developer to show that such damage was not caused by the subdivider/developer, its agents, servants, employees, successors, or assigns, or by any contractor hired by the subdivider/developer, its agents, servants, employees, successors, or assigns, or any subcontractor hired by such contractor.
2. Village Services: During the maintenance period, the Village will provide its customary street-sweeping services and enforce Chapter 41.01, Traffic Regulations, of this Code on the public streets of a subdivision/planned development, but any and all other maintenance of the public improvements shall be performed by the subdivider/developer. An Agreement for Snow and/or Ice Removal on Unaccepted Streets (Appendix I) shall be entered into by the subdivider/developer prior to winter.

3. Term of Maintenance Period: The maintenance period shall commence on the completion date certified by the Village Engineer and continue for 18 months. The Village Engineer shall establish the length of the maintenance period so the expiration date occurs between May 1 and November 1.

Notwithstanding the length of the maintenance period, the maintenance guarantee shall be 18 months. Approximately 90 days before the expiration of the maintenance period, the Village Engineer and Public Works Director shall conduct a maintenance inspection. In the event the inspection reveals any deficiencies in the public improvements, the deficiencies will be inventoried and placed on a maintenance punch list, which will be mailed, via certified mail, return receipt requested, to the subdivider/developer. The Village Engineer shall also prepare an estimate of the approximate cost to correct the deficiencies and forward the estimate to the Treasurer. The subdivider/developer shall have 45 days from the date the maintenance punch list is mailed to correct and remedy all deficiencies. Prior to the expiration of the maintenance period, the Village Engineer and Public Works Director shall conduct a final inspection to determine compliance. In the event any uncorrected deficiencies remain or any new deficiencies are discovered, the Village Engineer shall provide a written estimate of the cost to correct any remaining and new deficiencies to the Treasurer.

Within 30 days of the end of the maintenance period, the subdivider/developer shall furnish to the Village Engineer a general contractor's sworn statement from each prime contractor who performed the maintenance work and final waivers of lien from all persons and entities that furnished labor and/or materials in connection with the maintenance work.

In the event there are uncorrected deficiencies during the maintenance period and/or missing waivers of lien, the Treasurer shall either (a) deduct from the cash deposit an amount sufficient to correct said deficiencies, including all estimated engineering, legal, and other expenses to cover the cost of preparing specifications, bid documents (if applicable), and contract(s) to perform such corrective work, and to cover any potential lien claims based on missing waivers of lien; (b) deliver a notice to the surety demanding performance of its obligations under the maintenance bond; or (c) deliver a site draft to the issuer of the maintenance letter of credit in an amount sufficient to correct the deficiencies, including estimated engineer, legal, and other expenses to cover the cost of preparing specifications, bid documents (if applicable), and contract(s) to perform any corrective work, and to cover any potential lien claims based on missing waivers of lien. This shall be completed before the expiration of the 18-month maintenance guarantee.

K. Installation of Improvements: A schedule of installation dates and/or time periods in which required improvements will be installed, including the time period between temporary and final improvements (e.g., base/binder/aggregate course and final surface course for streets) in compliance with Appendix G herein, shall be submitted to the Village Engineer and Public Works

Director for approval at the time the letter of credit is established with the Village. In the event a required improvement does not meet the approved schedule or completed improvements are deemed to be failing by the Public Works Director, the Village may draw upon the cash deposit, bond, or letter of credit to complete those improvements.

When a schedule of installation dates has not been submitted and improvements are not completed, or those completed are deemed by the Public Works Director to be failing, the Village may draw upon the cash deposit, bond, or letter of credit to complete those improvements.

## 22.09 LAND AND CASH DONATIONS BY DEVELOPERS

A. Dedication of Park Lands and School Sites or for Payments of Fees in Lieu Thereof: As a condition of approval of a final plat or a final plan, each developer/subdivider shall be required to dedicate land for park, recreational and school purposes to serve the immediate and future needs of the residents of the subdivision/planned development, or shall be required to make a cash contribution in lieu of the actual land dedication, or a combination of both, at the option of the Village with the concurrence of the affected district or districts, which concurrence shall be obtained in writing. However, the Village shall have the final decision-making power in this regard.

B. Projected Population Calculations: For purposes of computing the amount of land or cash contributions in lieu of land that will be required of each subdivision/planned development to enable the community to provide facilities and services to meet the needs of such subdivision/planned development, its projected population density shall be computed in accordance with the following Table 5.

Table 5  
Estimated Ultimate School Population Per Dwelling Unit  
Illinois School Consulting Service

Children Per Unit						Adults	
Type of Unit	Preschool 0-4 years	Elementary Grades K-5 5-10 years	Jr. High Grades 6-8 11-13 years	Total Grades Grades K-8 5-13 years	High School Grades 9-12 14-17 years	18+ Years	Total per Dwelling Unit
Detached Single Family:							
2-bedroom	0.113	0.136	0.048	0.184	0.020	1.700	2.017
3-bedroom	0.292	0.369	0.173	0.542	0.184	1.881	2.899
4-bedroom	0.418	0.530	0.298	0.828	0.360	2.158	3.764
5-bedroom	0.283	0.345	0.248	0.593	0.300	2.594	3.770
Attached Single Family:							
1-bedroom	0.000	0.000	0.000	0.000	0.000	1.193	1.193
2-bedroom	0.064	0.088	0.048	0.136	0.038	1.752	1.990
3-bedroom	0.212	0.234	0.058	0.292	0.059	1.829	2.392
4-bedroom	0.323	0.322	0.154	0.476	0.173	2.173	3.145
Efficiency	0.000	0.000	0.000	0.000	0.000	1.294	1.294
1-bedroom	0.000	0.002	0.001	0.003	0.001	1.754	1.758
2-bedroom	0.047	0.086	0.042	0.128	0.046	1.693	1.914
3-bedroom	0.052	0.234	0.123	0.357	0.118	2.526	3.053

Please note that the ISCS estimates are based on actual counts of school-aged children living in real subdivisions.

C. Conveyance of Land: Prior to conveyance of any land to the Village or school district, the intended grantee shall be furnished with an environmental risk audit prepared by an

environmental professional meeting the minimum requirements of 415 ILCS 5/22.2(j)(6)(E)(iii) certified to and acceptable to the grantee assuring the grantee that there are no hazardous substance(s) as defined in Section 22.02-B herein on, under, to, or from the land. Said environmental audit shall be what is commonly referred to as a Phase I Environmental Audit that shall meet the minimum requirements for a Pre-Acquisition Audit as set forth in 415 ILCS 5/22.2(j)(6)(E)(iii)(v) (the "Phase I Audit"). In the event the Phase I Environmental Audit does not conclude that there is no presence or likely presence of a release or substantial threat of a release of hazardous substance(s) or pesticide on, under, to, or from the land, the grantor shall furnish a Phase II Environmental Audit that meets the minimum requirements for a Pre-Acquisition Phase II Environmental Audit as set forth in 415 ILCS 5/22.2(j)(6)(E)(iii)(vi), including a soil toxicity analysis and recommendation from said environmental professional meeting the minimum requirements of 415 ILCS 5/22.2(j)(6)(E)(iii) that concludes that there is no presence or likely presence of a release or substantial threat of a release of hazardous substance(s) on, under, to, or from the subject property, and certifying that, in the judgment of said environmental professional, there is no reasonable probability that the land contains any hazardous substance(s) in violation of any federal or state environmental standards.

In the event said Phase II Environmental Audit and/or soil toxicity analysis discloses the presence or likely presence of a release or a substantial threat of a release of any hazardous substance(s) at, on, under, to, or from the land to be conveyed, the developer/subdivider shall first cause all such hazardous substance(s) to be removed at its sole cost and expense in accordance with all federal, state, and local environmental laws, rules, and regulations and furnish the intended grantee with a "No Further Remediation Letter" from the governmental agencies having jurisdiction over the clean-up prior to conveyance of any of the land to the intended grantee.

Prior to the conveyance of the land, the developer/subdivider and the owner of the land to be conveyed shall execute and deliver to the intended grantee an Environmental Indemnification Agreement in a form approved by the Village Attorney, agreeing to defend, indemnify, and hold the Village, the Village Board, officers, officials, employees, agents, successors, and assigns, and the school district, as the case may be, and its respective officers, officials, employees, agents, successors, and assigns, harmless from and against any and all liability, claims, damages, causes of action, and expenses arising out of the presence of any hazardous substance(s) in, under, or upon said land to be conveyed prior to the date of conveyance.

D. School Donations: School sites shall be dedicated and school construction funds shall be donated in accordance with the following criteria:

1. The ultimate number of students that will be generated by a proposed subdivision/planned development shall be determined in accordance with Table 5.
2. Criteria for Requiring School Site Dedication: The amount of land required to be dedicated for school sites shall be directly related to the ultimate number of students to be generated by the proposed subdivision/planned development. The land dedication requirement shall be determined by dividing (i) the estimated number of children in each of the school age classifications set forth in Table 5 that will be generated by the proposed subdivision/planned development, by (ii) the recommended maximum number of students that can be served in the type of school that

corresponds to the particular school age classification, as set forth in the Table 6 below, and then multiplying the foregoing derived quotient by (iii) the recommended minimum number of acres for a school site for each school age classification, as set forth in Table 6. The product derived by the immediately foregoing multiplication calculation shall constitute the number of acres for elementary, junior, and high school purposes in order to have sufficient land for school sites to serve the estimated number of increased children in each school age classification as a result of the development of the proposed subdivision/planned development.

3. School Classification and Size of School Site: School classifications and size of school sites within the Village shall be determined in accordance with the following criteria:

Table 6  
School Classification by Grade, Maximum  
Number of Students, Minimum  
Number of Acres of Land for Each School

School Classification by Grade	Maximum Number of Students for each such School Classification	Minimum Number of Acres of Land for Each School of Such Classification
Elementary, kindergarten through 5 <sup>th</sup> or 6 <sup>th</sup> grades	670 students	15 acres
Junior/middle 6 <sup>th</sup> through 8 <sup>th</sup> grades or 7 <sup>th</sup> through 8 <sup>th</sup> grades	850 students	25 acres
High school, 9 <sup>th</sup> through 12 <sup>th</sup> grades	1,500 students	70 acres

These requirements for acreage are based upon a review of available data studies and literature on the subject, including but not limited to, information provided by the State Superintendent of Education and the unique characteristics of McHenry County and Kane County including their generally rural character and their open spaces and the desire of their residents to maintain this character and open space in their future school sites. These requirements for acreage shall be presumed as the appropriate acreage requirements and shall be used in calculating any cash in lieu of land contribution herein unless timely objected to as provided herein. Objections to these acreage requirements for any particular development shall be made to the Planning and Zoning Commission. Failure to timely object to these acreage requirements shall thereafter waive any right to raise an objection at a later time.

4. Location: The Comprehensive School Plan and/or the standards adopted by the affected school district shall be used as a guideline in locating sites. School sites shall be located in the Village in accordance with plans heretofore or hereafter adopted by the school district. If the school district has not planned a school site within the Village or the proposed subdivision/planned development, or in the neighborhood in which such subdivision/planned development is located, the school site shall be located so it is readily accessible to the greatest number of children projected for such neighborhood.
5. Site Suitability: The developer/subdivider, at its own cost or expense, shall provide the school district soil boring data, soil compaction test results, and such other engineering studies, data, and information pertaining to the proposed school site, which the school district may request to enable it to determine the suitability of the proposed to-be-dedicated land for school site purposes. The school district shall have the right to reject any site that the school district determines, in accordance with sound engineering practice, is not suitable to school site purposes.
6. Improvements: Each school site shall be located on a fully improved street with curbs, gutters, sidewalks, street lights, sanitary sewer, storm sewer, water, electricity, and natural gas available at the property lines. The site shall have direct access to such a fully improved street across at least 20 percent of the distance of its perimeter. At least two access routes or easements shall be provided. Any pedestrian access route shall be at least 30 feet wide and any vehicular access route or easement shall be at least 66 feet wide. Any pedestrian access route less than 50 feet wide shall be fenced with fencing material approved by the school district.
7. Criteria for Requiring a Contribution in Lieu of Park and School Sites: When the subdivision/planned development is small and the resulting site is too small to be practical, or when the available land is inappropriate for park and recreational purposes or a school site, or is in conflict with the approved Comprehensive School Plan, the Village, with the concurrence of the affected district, shall require the subdivider/developer to pay a cash contribution in lieu of the land dedication.

The cash contribution in lieu of park and recreation land dedication shall be held in trust by the Village or other public body designated by the Village and shall be used solely for the acquisition of park and recreation land as classified above, which will be available to serve the immediate or future needs of the residents of that subdivision/planned development, or for the improvement of other existing local park and recreation lands that already serve such needs, or for any other lawful park purpose, or for any park purpose agreed to by the developer/subdivider at the time of platting.

The cash contributions in lieu of school sites shall be held in trust by the Village or other public body designated by the Village and shall be used solely for the acquisition of land for school sites to serve the immediate or future needs of children from that subdivision/planned development, or for

the improvement to any existing school site that already serves such needs, but not for the construction of school buildings or additions thereto unless agreed to otherwise by the developer/subdivider at the time of platting. If any portion of a cash contribution in lieu of park and recreation land dedication or cash contribution in lieu of school sites is not expended for the purposes set forth herein within 13 years from the date of receipt, it shall be refunded to the record owner of the subdivided land at the time of the refund. If there is more than one record owner of the subdivided land or of the land that comprises the subdivision/planned development, as applicable, such record owners shall share in the refund pro-rata based on the fees originally paid by each property.

- a. Fair Market Value: The cash contributions in lieu of land shall be based on the “fair market value” of the acres of land in the area that otherwise would have been dedicated as park and recreation and school sites. The fair market value, on a per-acre basis, shall assume that the land is zoned single-family detached residential for approximately 10,000-square foot lots, subdivided with appropriate frontage on a dedicated road, stubbed with Village sewer and water, has all appropriate utilities available, is improved as set forth in Sections 22.09-E4 and 29.09-J herein and is otherwise property capable of being used for residential development. Based upon a study of real estate transactions in the Village for the past three years, it has been determined that the present “fair market value” of such improved land in and surrounding the Village is, as of the effective date of this Chapter, \$157,500 per acre. This figure shall be adjusted by the Village Board from time to time with appropriate study and documentation. The “fair market value” as defined above shall be used in calculating any cash in lieu of land contribution herein.
- b. Criteria for Requiring Dedication and a Fee: There will be situations in subdivisions/planned developments when a combination of land dedication and a contribution in lieu of land are both necessary. These occasions will arise when (1) only a portion of the land to be developed is proposed as the location for a park or school site (that portion of the land within the subdivision/planned development falling within the park or school location shall be dedicated as a site as stated above, and a cash contribution in lieu thereof shall be required for any additional land that would have been required to be dedicated); or (2) a major part of the local park or school site has already been acquired by the particular district and only a small portion of land is needed from the subdivision/planned development to complete the site (the remaining portion shall be required by dedication, and a cash contribution in lieu thereof for the rest of the required land shall be required).

E. Criteria for Park and Recreation Land Dedication; Philosophy of Acceptance: The land or site for park and recreation land dedication must be suitable for the purpose for which it



is intended. Land set aside by developers/subdividers for parks, recreation, and conservation purposes shall not be what remains after residential, commercial, and industrial development.

1. Requirement and Population Ratio: The ultimate density of a proposed development shall bear directly upon the amount of land required for dedication. The total requirement shall be 10 acres of land per 1,000 of ultimate population dedicated to active use in accordance with the following classification:

Type of Recreation Area	Minimum Size	Park Acreage Per 1,000 People
Play Lot	8,000 S.F.	N/A
Neighborhood Park	3 Acres	2
Village-Wide Park for Active Sports	10 Acres	4
Village-Wide Community Park	15 Acres	4
	Totals:	10 acres of land per 1,000 people

“Active Sports” areas shall be defined as those areas specifically adapted and planned for a wide range of physical activity such as group games, physical education, sports, and athletics. Facilities usually include, but are not limited to, playfields, game courts, rinks, ball diamonds, pools, tennis courts, community centers, and play apparatus. Active areas shall not include any areas designated for water management, such as retention, detention, or “wetland” areas.

These requirements for acreage are based upon a review of available data studies and literature on the subject, including but not limited to, the National Recreation and Park Association’s *Recreation, Park and Open Space Standards and Guidelines, 1990*. These requirements shall be presumed as the appropriate acreage requirements and shall be used in calculating any cash in lieu of land contribution herein.

2. Location: The Comprehensive Plan, as amended, shall be used as a guideline in locating sites. A central location that will serve equally the entire development is most desirable, and, whenever feasible, the site shall be in close proximity to elementary school sites. In large subdivisions/planned developments, these sites can be located throughout the subdivision/planned development according to established standards for park area distance.
3. Improvements: Each park site shall be located on a fully improved street with curbs, gutters, street lights, sanitary sewer, storm sewer, water, electricity, and natural gas available at the property lines. Sidewalks or bicycle paths shall be provided along all street frontages. The site shall have direct access to a fully improved street across at least 20 percent of the distance of the perimeter. At least two access routes or easements shall

be provided. Any pedestrian access route shall be at least 30 feet wide and any vehicular access route or easement shall be at least 66 feet wide. Any pedestrian access route less than 50 feet wide shall be fenced along both sides with fencing material approved by the Village.

4. Topography and Grading: Each park site designated as an “active park area” shall have sufficient level areas, uninterrupted by streams and drainage ditches, to permit its development for football and baseball fields without the infields overlapping the football fields. In addition, the following site conditions and preparation standards shall be met:

- a. Slope:

- I. Should not vary greatly in appearance from existing and adjacent slopes.
- II. Optimum slopes range from 2 percent minimum to 5 percent maximum. No less than 2 percent slope is acceptable under any circumstances.
- III. Maximum allowable slope is 10 percent, except under special conditions where greater slopes are desirable to enhance recreation and leisure utilization (e.g., sled hill).
- IV. On-site drainage patterns be designated and constructed to:
  - (a) Ensure flow toward swales.
  - (b) Ensure drainage away from active recreation areas.

- b. Grading:

- I. Rough grading shall be completed at the time of rough grading of adjacent contiguous areas.
- II. Grading shall comply with Village-approved plans.
- III. Subgrade shall be graded and compacted so it will parallel finished grade.
- IV. Subgrade material shall be loosened and fine graded to a depth of 2 to 4 inches. All stones over 4 inches in size, sticks, rubbish, and other foreign substances shall be removed.
- V. Finished grades should be uniform in slope between points for which elevations have been established.

- c. Soils:

- I. Soils shall not offer any restriction to proposed recreation and leisure utilization.
- II. Topsoil shall be spread evenly and lightly compacted to a minimum depth of 6 inches over the entire site.
- III. Topsoil will be good, friable soil, with good tillage, and shall be without any admixture of subsoil, gravel, stones, refuse, sand, or other subsurface elements.
- IV. Topsoil shall not be placed in a muddy or frozen condition.
- V. Topsoil shall contain no toxic substances that may be harmful to plant growth.
- VI. Topsoil shall be spread no later than the placement of topsoil on the first lot adjacent to the park site.

d. Seeding/Sodding:

- I. All proposed park areas shall be seeded or sodded and an acceptable stand of grass established prior to dedication of the area to the Village.
- II. Seeding/sodding to utilize Village-approved ground covers and grasses.
- III. Seeding/sodding to be completed during desirable fall and spring planting times, dependent upon recommended seed planting specification for seed.
- IV. Seeding/sodding to be done on moderately dry soil on a seed bed that will easily accept and nurture germination of seeds.
- V. Developer/subdivider shall be responsible for making necessary reparations to the site caused by erosion. Reparations shall be completed prior to acceptance by the Village.
- VI. Within 18 months after seeding there shall be 90 percent germination within any 3 foot by 3 foot area.

- 5. Park Department Acceptance: Water management areas shall be defined as those properties set aside as retention, detention, or wetland. The Village shall have no obligation to accept the donation of said parcels. The Village may determine on a case-by-case basis whether or not any water management area should be accepted, in addition to the active park area described within Section 22.09-E1 herein.

F. School District Plat Review: Copies of each preliminary subdivision plat or planned development plan shall be transmitted to the appropriate school district for its written recommendations at the same time they are transmitted to the Planning and Zoning Commission; but nothing herein contained shall be construed as requiring receipt of a recommendation prior to Village Board action.

G. Title Insurance, Survey and Assessment Plats: Each deed or other instrument conveying land to the Village or the school district shall be accompanied by:

1. A written commitment issued by an Illinois-licensed title insurer to insure the grantee's title to such real estate in an amount equal to its value computed, with extended coverage over the general exceptions to title and subject only to (a) real estate taxes not yet due and payable; (b) covenants, conditions, and restrictions that do not prohibit the use of the subject real estate for school or park use; (c) utility easements located within 20 feet of the boundary lines of the subject property (except where approved in the final engineering plans approved by the Village Engineer); (d) drainage ditches, feeders, and laterals; (e) underground pipe or other conduit; and (f) acts done or suffered by or judgments against the grantees (collectively, the "Permitted Exceptions");
2. A current ALTA boundary line survey, certified to the grantee by a licensed Illinois Land Surveyor to be in compliance with the American Land Survey Standards, showing no encroachments; and
3. Except in instances where the subject property to be conveyed is a lot in a recorded subdivision, an assessment plat and tax division petition in a form acceptable to the appropriate county authorities so that the land to be conveyed can be assigned its own PIN.

In addition, monuments must be established and the land staked immediately prior to dedication of the property. The subdivider/developer shall pay for the cost of owner's title insurance in said amount, the ALTA survey, the assessment plat; and any and all costs in connection with the tax division.

H. Real Estate Tax Escrow: The developer/subdivider shall pay the general real estate taxes on the land not yet due and payable as of the date of transfer and shall deposit a sum of money in escrow with the intended grantee's attorney or a title company licensed to do business in Illinois, prorated as of the date of transfer, on the basis of 110 percent of the tax assessor's latest assessed valuation, the latest known equalization factors and the latest known tax rate on the land. In the event that the previous tax information or the previous tax bill includes other property, then the amount to be deposited in escrow shall be adjusted ratably based on the net acreage of the land compared to the net acreage of the other parcels covered by said tax bills. After the land has been divided and conveyed to the intended grantee, the grantee shall proceed with due diligence to apply for an exemption from property taxes on the land.

I. Criteria for Requiring Cash Contributions in Lieu of Land Donations:

1. Park Donations: Whenever the Village Board determines the land dedication required by this Section is unsuitable on the basis of (a) size; (b) usefulness for park, recreation, or open space purposes; (c) location; or (d) incompatibility with implementation of the Comprehensive Plan and Parks, Trails and Open Space Plan, the Village shall require the developer/subdivider to pay a cash contribution in lieu of the land dedication required.
2. School Donations: Whenever the land dedication required by this Section is unsuitable on the basis of (a) size; (b) usefulness for school purposes; (c) location; or (d) incompatibility with implementation of the affected school district plans, the Village shall require the developer/subdivider to pay a cash contribution in lieu of the land dedication required.
3. Use of Funds: The cash contribution to be paid in lieu of land donations for school sites shall be held in trust by the Village or other public body designated by the Village, solely for use in the acquisition of a school site in the Village, to serve the immediate or future needs of children from that subdivision/planned development, or for the improvement of any existing school site that predominantly serves such needs, but not for the construction of any school buildings or additions thereto.
4. Refunds: If any portion of a cash contribution in lieu of (a) park or recreational land donations, or (b) school site donations is not expended for the purposes set forth in Section 22.09-I1 herein within 10 years from the date of its receipt, it shall be refunded to the developer/subdivider who made such contribution.

J. Combined Land and Cash Donations: There will be situations in subdivisions/planned developments when a combination of land dedication and a cash donation in lieu of land are both necessary. These occasions will arise when:

1. Portion of Land to be Used: Only a portion of the land to be developed is proposed as the location for a park or school site. That portion of the land within the subdivision/planned development falling within a planned park or school site shall be dedicated as a site as aforesaid, and a cash donation in lieu thereof shall be required for any additional land that would have been required to be dedicated.
2. Additional Land Needed: A major part of the park or school site, which will serve the residents of the proposed subdivision/planned development, has already been acquired (or will be acquired by other subdividers/developers) and only a small parcel of land is needed from the subdivision/planned development to complete the site. The remaining portions shall be donated by other subdividers/developers, and a cash donation equal to the difference between the fair market value of the land donated and the fair market value of the land required to be donated under Sections 22.09-D and 22.09-E herein shall be made.

K. Payment of Donations: All cash donations, including cash in lieu of land, shall be

paid prior to Village Board approval of any final plat or planned development.

L. Annexations: The donation of land and/or cash donations as required by this Section shall also be required as a condition precedent to the annexation of any land to the Village and provisions therefore may be incorporated in any annexation agreements governing such land.

## 22.10 GENERAL PROVISIONS

A. Modifications: The Planning and Zoning Commission may recommend modifications from the requirements of this Chapter in specific cases of hardship that, in its opinion, do not affect the general plan or the spirit of this Chapter. Such recommendations and their reasons shall be submitted in writing to the Village Board. Any modifications from this Chapter must be by ordinance, passed by the Village Board.

B. Occupancy Permits: No permit for the occupancy or use of any structure in a subdivision/planned development shall be issued until all the public improvements, parkway tree planting and restoration, driveway approaches, street lights, and street name signs have been completed, except the "second lift" of street pavement. The Building Commissioner may, for special cases, grant a temporary certificate of occupancy.

C. Recording, Registration: The developer/subdivider shall be responsible for the recording of the final plat and final development plan. The original recorded documents shall become the property of the Village. The developer/subdivider shall be responsible for all recording and copying costs.

D. Other Regulations Prevail: None of the provisions of this Chapter pertaining to permits, bonds, letters of credit, fees, and acceptance and approval of public improvements shall be construed as exempting subdividers, general contractors, sidewalk contractors, cement contractors, paving contractors, building contractors, plumbing contractors or plumbers, sewer contractors, sewer builders, drain layers, electrical contractors or electricians, or any other contractor or craftsman from any other ordinance or regulation of the Village with respect to licenses, fees, surety, inspection or other control.

E. Violations and Penalties: Any person or entity who or which subdivides or develops any real estate under the jurisdiction of the Village or constructs any public improvement thereon, or on any portion thereof, in violation of the provisions of this Chapter shall, upon conviction, be fined pursuant to Appendix B of this Code and be responsible for the Village's cost of prosecution including reasonable attorney fees. A separate offense shall be deemed to have been committed on each day during or on which a violation occurs or continues.

**APPENDIX A  
CERTIFICATES**

**[1] Owner's Certificate:**

STATE OF ILLINOIS       )  
  )  
COUNTY OF \_\_\_\_\_ )       SS.

This is to certify that the undersigned (list names) is [are] the sole legal owner[s] of record of the land described on the attached plat and has [have] caused the same to be surveyed and subdivided as indicated thereon for the uses and purposes therein set forth.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Owner(s)

**Notary Certificate:**

STATE OF ILLINOIS       )  
  )  
COUNTY OF \_\_\_\_\_ )       SS.

I, hereby certify that \_\_\_\_\_, whose name(s) are subscribed to the foregoing certification be known to me as such owner(s).

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

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

**[2] Owner's Certificate (Trust):**

STATE OF ILLINOIS       )  
  )  
COUNTY OF \_\_\_\_\_ )       SS.

This is to certify that \_\_\_\_\_, as trustee under Trust Agreement No. \_\_\_\_\_ dated \_\_\_\_\_, and not personally, is the owner of property described on the attached plat, and has caused the same to be surveyed and subdivided as indicated thereon for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the style and title thereon indicated.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_



**Notary Certificate:**

STATE OF ILLINOIS                    )  
  )       SS.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a notary in and for said county, in the state aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the same person(s) whose name(s) is/are subscribed to the aforesaid instrument, appeared before this day in person and severally acknowledge that he/they signed and delivered the instrument as \_\_\_\_\_ of said \_\_\_\_\_ and caused the seal of said \_\_\_\_\_ to be affixed thereto, pursuant to authority given by the \_\_\_\_\_ as their free and voluntary act, and as the free and voluntary act and deed of said \_\_\_\_\_ for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

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

**[3] Village Board Certificate:**

STATE OF ILLINOIS                    )  
  )       SS.  
COUNTIES OF McHENRY and KANE )

Approved by the President and Board of Trustees of the Village of Algonquin, McHenry County and Kane County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
Village President

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

**[4] Planning and Zoning Commission Certificate:**

STATE OF ILLINOIS                    )  
  )       SS.  
COUNTIES OF McHENRY and KANE )

This is to certify that members of the Planning and Zoning Commission of the Village of Algonquin, McHenry County and Kane County, Illinois, have reviewed the above plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Chairperson

STATE OF ILLINOIS )  
 )  
 ) SS.  
COUNTIES OF McHENRY and KANE )

Dated at Algonquin, McHenry and Kane counties, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF ILLINOIS                    )  
  )       SS.  
COUNTY OF                            )

Illinois Land Surveyor No.

**[7] County Clerk's Certificate:**

STATE OF ILLINOIS            )  
  )       SS.  
COUNTY OF \_\_\_\_\_ )

This is to certify that I, \_\_\_\_\_, County Clerk of \_\_\_\_\_ County, Illinois, do hereby certify that there are no delinquent general taxes, no unpaid forfeited taxes and no redeemable tax sales against any of the land included in the subject plat.

I further certify that I have received all statutory fees in connection with the subject plat.

Given under my hand and seal in \_\_\_\_\_, Illinois this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
County Clerk

**[8] Recorder's Certificate:**

STATE OF ILLINOIS            )  
  )       SS.  
COUNTY OF \_\_\_\_\_ )

This instrument was filed for record in the Recorder's Office of \_\_\_\_\_ County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_ M. and recorded in Map Book \_\_\_\_\_, Page \_\_\_\_\_ as document number \_\_\_\_\_.

By: \_\_\_\_\_  
County Recorder

**(9) Village Utility Easement Provisions:**

THE VILLAGE OF ALGONQUIN IS HEREBY GIVEN PERPETUAL EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "VILLAGE UTILITY EASEMENTS" AND JOINTLY WITH PUBLIC UTILITIES IN EASEMENTS DESIGNATED AS "UTILITY EASEMENTS". SAID EASEMENTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON GRANTOR'S SUCCESSORS AND ASSIGNS. SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE WATER, SANITARY SEWER OR STORM DRAINAGE SYSTEM OF THE VILLAGE OF ALGONQUIN EXCEPT THAT THE EASEMENTS MAY BE GRADED AS SWALES TO RECEIVE LOCAL SURFACE DRAINAGE. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED. FENCES MAY BE PERMITTED PROVIDING THE PROPERTY OWNER SIGNS A WAIVER AGREEMENT APPROVED BY THE VILLAGE MANAGER OR HIS DESIGNEE. THE VILLAGE HAS THE RIGHT, BUT NOT THE OBLIGATION TO, AT ANY TIME, ABATE ANY OBSTRUCTIONS PLACED ON OR OVER THE EASEMENT AREA. ANY COSTS INCURRED BY THE VILLAGE, OR ITS

AGENTS AND SUB CONTRACTORS TO ABATE THE OBSTRUCTIONS SHALL BE PAID FOR BY THE PROPERTY OWNER. IF THE PROPERTY OWNER CANNOT PAY FOR THE COSTS, THEN A LIEN SHALL BE PLACED ON THE PROPERTY. ANY MORTGAGE ON THE EASEMENT PROPERTY WILL BE SUBORDINATE TO THIS EASEMENT. .IN THE EVENT THAT THE VILLAGE BRINGS OR DEFENDS AN ACTION TO ENFORCE AND/OR INTERPRET ITS RIGHTS UNDER THIS EASEMENT, IT SHALL BE REIMBURSED ITS ATTORNEY'S FEES AND COSTS FROM THE NON-PREVAILING PARTY, INCLUDING THOSE ATTORNEY'S FEES AND COSTS ASSOCIATED WITH ANY APPEAL.

**(10) SURFACE WATER DRAINAGE STATEMENT:**

STATE OF ILLINOIS            )  
  )       SS.  
COUNTY OF \_\_\_\_\_ )

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL CHANGE, REASONABLE PROVISIONS HAVE BEEN MADE FOR COLLECTION AND DISCHARGE OF SUCH SURFACE WATERS INTO PUBLIC OR PRIVATE AREAS AND/OR DRAINS THAT THE SUBDIVIDER HAS A RIGHT TO USE AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF SUBSTANTIVE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
REGISTERED PROFESSIONAL ENGINEER

\_\_\_\_\_  
OWNER (S) OR DULY AUTHORIZED ATTORNEY

**(11) DRAINAGE EASEMENT PROVISIONS:**

THE VILLAGE OF ALGONQUIN IS HEREBY GIVEN PERPETUAL EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "DRAINAGE EASEMENTS" TO INSTALL, OPERATE AND MAINTAIN SURFACE DRAINAGE FACILITIES. SAID EASEMENTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON GRANTOR'S SUCCESSORS AND ASSIGNS. SAID EASEMENTS SHALL BE USED FOR NO OTHER PURPOSE EXCEPT AS EXPRESSLY AUTHORIZED BY THE VILLAGE. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR THE RIGHTS HEREIN GRANTED. FENCES MAY BE PERMITTED PROVIDING THE PROPERTY OWNER SIGNS A WAIVER AGREEMENT APPROVED BY

THE VILLAGE MANAGER OR HIS DESIGNEE. THE VILLAGE HAS THE RIGHT, BUT NOT THE OBLIGATION TO, AT ANY TIME, ABATE ANY OBSTRUCTIONS PLACED ON OR OVER THE EASEMENT AREA. ANY COSTS INCURRED BY THE VILLAGE, OR ITS AGENTS AND SUB CONTRACTORS TO ABATE THE OBSTRUCTIONS SHALL BE PAID FOR BY THE PROPERTY OWNER. IF THE PROPERTY OWNER CANNOT PAY FOR THE COSTS, THEN A LIEN SHALL BE PLACED ON THE PROPERTY. ANY MORTGAGE ON THE EASEMENT PROPERTY WILL BE SUBORDINATE TO THIS EASEMENT. .IN THE EVENT THAT THE VILLAGE BRINGS OR DEFENDS AN ACTION TO ENFORCE AND/OR INTERPRET ITS RIGHTS UNDER THIS EASEMENT, IT SHALL BE REIMBURSED ITS ATTORNEY'S FEES AND COSTS FROM THE NON-PREVAILING PARTY, INCLUDING THOSE ATTORNEY'S FEES AND COSTS ASSOCIATED WITH ANY APPEAL.

**(12) PUBLIC UTILITY EASEMENT PROVISIONS FOR ELECTRIC AND COMMUNICATION SERVICES:**

UTILITY COMPANIES PROVIDING ELECTRIC OR COMMUNICATIONS SERVICES, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY OR SEVERALLY ARE HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED STREETS AND ALLEYS TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SOUNDS AND SIGNALS, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS TO SERVE THE IMPROVEMENTS OF EACH LOT, THE RIGHT TO CUT DOWN AND REMOVE OR TRIM AND KEEP TRIMMED ANY TREE, SHRUBS OR SAPLINGS, WITHIN VILLAGE GUIDELINES AND SUPERVISION, THAT INTERFERE OR THREATEN TO INTERFERE WITH ANY OF SAID PUBLIC UTILITY EQUIPMENT. THE LOCATION OF FACILITIES IN PLATTED STREETS AND ALLEYS SHALL NOT CONFLICT WITH PUBLIC IMPROVEMENTS AND SHALL BE SUBJECT TO VILLAGE APPROVAL. NO PERMANENT BUILDING OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR THE RIGHTS HEREIN GRANTED.

**(13) PUBLIC UTILITY EASEMENT PROVISIONS FOR NICOR GAS COMPANY:**

NICOR, ITS SUCCESSOR AND ASSIGNS, IS HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED STREETS AND ALLEYS. SAID EASEMENT TO BE FOR THE INSTALLATION, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES. LOCATION OF MAINS AND APPURTENANCES SHALL NOT CONFLICT WITH PUBLIC IMPROVEMENTS AND SHALL BE SUBJECT TO VILLAGE APPROVAL.

**APPENDIX B**  
**SAMPLE RECAPTURE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Village of Algonquin, a municipal corporation of the State of Illinois, McHenry and Kane counties (“Village”) and \_\_\_\_\_ (“Subdivider/Developer”).

WHEREAS, Subdivider/Developer has extended municipal facilities, including \_\_\_\_\_ (e.g., water main, sanitary sewer system, storm sewer system, and street improvements), as part of the Village requirements in connection with the subdivision known as \_\_\_\_\_ (“Subdivision”); and

WHEREAS, the installation of said facilities has benefited other properties and property owners; and

WHEREAS, it is the desire of Subdivider/Developer to be reimbursed by the owners of the properties benefited directly or indirectly by the installation of the facilities on an equitable basis for the cost.

NOW, THEREFORE, in consideration of mutual promises and agreements contained herein, the Village and Subdivider/Developer agree as follows:

1. Subdivider/Developer has or will pay all of the costs of construction of \_\_\_\_\_. “Costs” shall include the construction costs together with all engineering costs, inspection costs, legal costs, review fees, easement costs and such other costs that are directly related to the project.
2. The parties agree that Subdivider/Developer shall be entitled to receive interest on the amount due from each benefited property at the annual percentage rate of \_\_\_\_\_. In the event that any State Statute shall determine the rate other than set forth here, the State requirement shall prevail. Interest shall commence from the date that the offsite utilities are accepted by the Village. Interest shall accrue until \_\_\_\_\_ (expiration date) or shall not exceed \$\_\_\_\_\_ (amount).
3. The parties agree that the Village will endeavor to collect the portion of the costs of the facilities to the subdivision, including interest payments from the owners of benefited properties within the meaning of 65 ILCS 5/9-5-1 prior to the time that said benefited property connects to said facilities.

4. The parties agree that the Village will use its best effort to collect the costs provided herein from benefited properties but shall not be liable to Subdivider/Developer if the Village is, for any reason, unable to collect said costs. Village's responsibility to reimburse Subdivider/Developer shall be limited to payments from funds actually collected from benefited property owners.
5. Should the Subdivider/Developer no longer exist, then the Village shall have the right to stop collecting payments.
6. Properties that may be reasonably expected to benefit directly or indirectly from the facilities constructed under this Agreement are described as follows and are depicted on Exhibit A attached hereto and made a part hereof.
7. Subdivider/Developer's address for purposes of receiving payments is:

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

Subdivider/Developer shall notify the Village in the event there is a change of address.

WHEREFORE, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

VILLAGE OF ALGONQUIN

SUBDIVIDER/DEVELOPER

\_\_\_\_\_  
Village President

ATTEST:

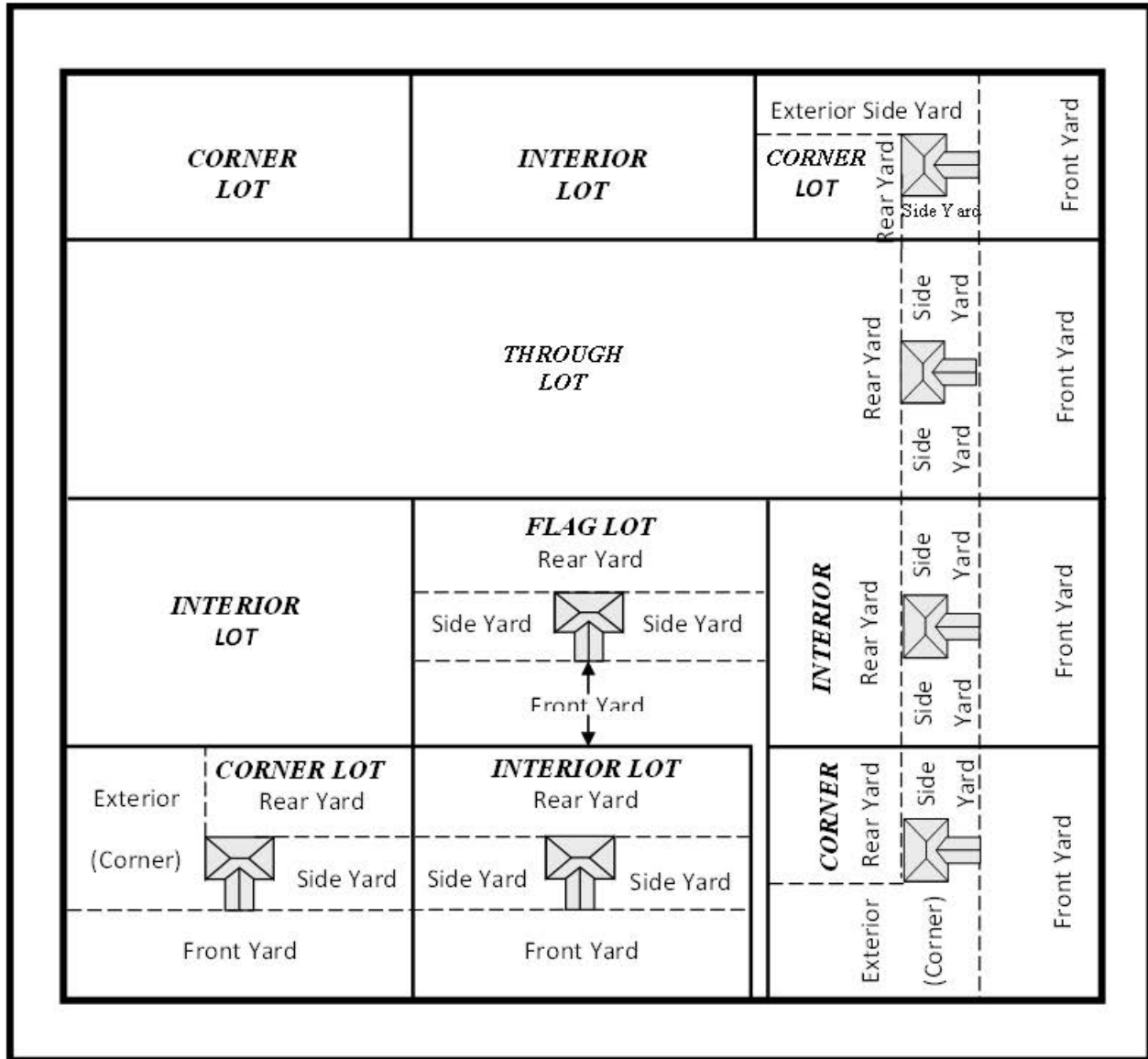
\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
Its: \_\_\_\_\_

# **APPENDIX C** **TYPICAL LOT DIAGRAM**

See Chapter 21, Zoning Ordinance, for Yard Setbacks





## APPENDIX D

### PLAT OF ANNEXATION REQUIREMENTS

For all preliminary plats of subdivisions/planned developments not already annexed, a Plat of Annexation must be submitted to include the following items:

1. The plat should be titled “Plat of Annexation.” A plat of survey cannot be used as a substitute. Various elements from a plat of survey can be reused, such as location markings, symbols, adjacent section numbers, and so forth.
2. The legal description of the property must be centered at the top, just below the title. A common address, if one has been assigned and/or is applicable, should be listed just after the legal description, such as “commonly known as 111 ABC Street, Algonquin, Illinois.”
3. The plat must show a north arrow.
4. A numeric and graphic scale must be provided.
5. The property index number(s) (PIN[s]) for the parcel must be listed.
6. A location map, showing the parcel in relation to the surroundings, should be provided if possible.
7. The firm that prepared the plat and its address must be stated. If a person prepared the plat, his/her name and title (e.g., “registered land surveyor”) and address must be stated. A seal and signature are required. Signature blocks shall be included for the Village Board. It will be recorded with the county as part of an ordinance annexing the property and not as a stand-alone document.
8. The date of preparation must be indicated.
9. The annexation boundaries must be shown with a dark line, and the text, “Hereby Annexed to the Village of Algonquin,” or equivalent contained within the parcel in question. Arrows drawn from the text to the principal borders of the area being annexed should be included for the sake of clarity.
10. Annexations must go to the far side of any adjacent public right-of-way unless the right-of-way has been annexed to another municipality. The borders referred to in paragraph 9 above should reflect this appropriately. All adjacent roads should be shown and labeled. Prior to preparing the plat of annexation, the borders should be verified with the county and Sidwell maps. **The legal description should include the far side of applicable public roads/rights-of-way and will be different from the legal description of the parcel shown on the plat of survey.**

**APPENDIX E**  
**CHECKLIST FOR SITE PLAN AND DEVELOPMENT PERMIT**

Project Name \_\_\_\_\_ Case Number \_\_\_\_\_

The following provides a checklist of required items to be fulfilled prior to the issuance of a Site Development Permit.

- ☐ Vicinity Map
- ☐ Existing Conditions Exhibit
- ☐ Final Plat for unit being developed—signed and recorded
- Final Engineering
  - ☐ a) If located in or affecting Woods Creek watershed, plans submitted to Lake in the Hills.
  - ☐ b) Offsite improvements must be set up under separate site development permit.
  - ☐ ☐
- ☐ Final Landscape Plan
- ☐ Stormwater Drainage and Detention Plan
- ☐ Final Lighting Plan
- ☐ Illinois Environmental Protection Agency (IEPA) permit
  - ☐ a) Water
  - ☐ b) Sewer
  - ☐ c) Storm Sewer
- ☐ Illinois Department of Natural Resources (IDNR)—sign-off if in floodway, endangered species (ECO-cat)
- ☐ Army Corps of Engineers (ACOE)—sign-off if applicable
- ☐ Historic Preservation Society—sign-off
- ☐ Engineer's Estimated Cost of Public and Private Improvements—must be reviewed and approved by the Village Engineer
- ☐ Public Improvements Completion Agreement—must be reviewed and approved by the Village Engineer and Public Works Director
- ☐ Letter of Credit Established—must be reviewed and approved by Finance Director and Village Attorney

Construction Inspection Escrow Fund Established—amount equal to 3-4% of Engineer's Estimated Cost of Public and Private Improvements (reviewed by Village Engineer) plus  $\frac{3}{4}$  percent for GIS collection fee.

- ☐ Site Development Permit Fee (paid at pre-construction meeting)
- ☐ Final Soil Erosion Control Plan, Stormwater Pollution Prevention Plan (SWPPP)
- ☐ Other Governmental Agency Permits Obtained (IDOT, McHenry County or Kane County Highway Department)
- ☐ Utility Permits (Nicor Gas, AT&T, Comcast, ComEd)
- ☐ Annexation Agreement signed by all Parties
- ☐ Traffic Control Plan
- ☐ Construction Trailer/Model Home Sites Approved
- ☐ Recapture Fees Paid
- ☐ Tree Preservation Plan
- ☐ Tree Removal Permit
- ☐ Private Property Traffic Enforcement Agreement
- ☐ Covenants Approved by Village Attorney or Community Development Director
- ☐

Please note that all final engineering, landscaping, subdivision, signage and site plans must be updated to address the annexation agreement, covenants and/or ordinance requirements affecting the subject property.

**APPENDIX E**  
**CHECKLIST FOR SITE PLAN AND DEVELOPMENT PERMIT**

Project Name \_\_\_\_\_ Case Number \_\_\_\_\_

The following provides a checklist of required items to be fulfilled prior to the issuance of a Site Development Permit.

- ☐ Vicinity Map
- ☐ Existing Conditions Exhibit
- ☐ Final Plat for unit being developed—signed and recorded

**Final Engineering**

- ☐ a) If located in or affecting Woods Creek watershed, plans submitted to Lake in the Hills.
- ☐ b) Offsite improvements must be set up under separate site development permit.
- ☐ ☐
- ☐ Final Landscape Plan
- ☐ Stormwater Drainage and Detention Plan
- ☐ Final Lighting Plan
- ☐ Illinois Environmental Protection Agency (IEPA) permit
  - ☐ a) Water
  - ☐ b) Sewer
  - ☐ c) Storm Sewer
- ☐ Illinois Department of Natural Resources (IDNR)—sign-off if in floodway, endangered species (ECO-cat)
- ☐ Army Corps of Engineers (ACOE)—sign-off if applicable
- ☐ Historic Preservation Society—sign-off
- ☐ Engineer's Estimated Cost of Public Improvements—must be reviewed and approved by the Village Engineer
- ☐ Public Improvements Completion Agreement—must be reviewed and approved by the Village Engineer and Public Works Director
- ☐ Letter of Credit Established—must be reviewed and approved by Finance Director and Village Attorney

Construction Inspection Escrow Fund Established—amount equal to 3-4% of Engineer's Estimated Cost of Public and Private Improvements (reviewed by Village Engineer) plus  $\frac{3}{4}$  percent for GIS collection fee.

- ☐ Site Development Permit Fee (paid at pre-construction meeting)
- ☐ Final Soil Erosion Control Plan, Stormwater Pollution Prevention Plan (SWPPP)
- ☐ Other Governmental Agency Permits Obtained (IDOT, McHenry County or Kane County Highway Department)
- ☐ Utility Permits (Nicor Gas, AT&T, Comcast, ComEd)
- ☐ Annexation Agreement signed by all Parties
- ☐ Traffic Control Plan
- ☐ Construction Trailer/Model Home Sites Approved
- ☐ Recapture Fees Paid
- ☐ Tree Preservation Plan
- ☐ Tree Removal Permit
- ☐ Private Property Traffic Enforcement Agreement
- ☐ Covenants Approved by Village Attorney or Community Development Director

☐ Please note that all final engineering, landscaping, subdivision, signage and site plans must be updated to address the annexation agreement, covenants and/or ordinance requirements affecting the subject property.

**APPENDIX E**  
**CHECKLIST FOR EARLY EARTHWORK PERMIT**

(After Village Board approval but prior to recording, unless previously approved  
by Village Board through the Annexation Agreement)

**PROJECT NAME:** \_\_\_\_\_

**CASE #:** \_\_\_\_\_

**DATE OF APPROVAL:** \_\_\_\_\_

- \_\_\_ Engineering plans approved - site grading only
- \_\_\_ 2 original Mylars of the Final Plat of Subdivision submitted to Community Development  
for Signature
- \_\_\_ Letter of request for early earthworks
- \_\_\_ Village Board approval of Final Plat of Subdivision
- \_\_\_ Letter of Credit submitted to the Treasurer for erosion control, grading and street cleanup  
(approved by Village Attorney and Village Engineer)
- \_\_\_ Hold Harmless Agreement submitted to the Public Works Director (approved by Village  
Attorney)
- \_\_\_ Outstanding bills paid
- \_\_\_ Pre-construction meeting
- \_\_\_ Petitioner completes early earthwork permit application
- \_\_\_ Early earthwork permit issued (site development permit modified)

**APPENDIX E**  
**HOLD HARMLESS AGREEMENT FOR EARLY GRADING PERMIT**

(COMPANY LETTERHEAD)

Village of Algonquin  
2200 Harnish Drive  
Algonquin, Illinois, 60102

Re:

Ladies and Gentlemen:

(SUBDIVIDER/DEVELOPER) hereby requests the Village of Algonquin (the “Village”) to permit (SUBDIVIDER/DEVELOPER) to proceed with early grading (the “Improvements”) for the (NAME OF SUBDIVISION) after Village Board approval and prior to the recording of the Final Subdivision Plat (the “Plan”) for the Subdivision, with the understanding that the granting of such permission by the Village does not in any way relieve (SUBDIVIDER/DEVELOPER) of its responsibilities to complete the Plan approval process in compliance with the Village ordinances and that (SUBDIVIDER/DEVELOPER) is proceeding at its own risk in constructing the (NAME OF SUBDIVISION), or causing them to be constructed, and that (SUBDIVIDER/DEVELOPER) may be ordered to cease such construction activities, even after (SUBDIVIDER/DEVELOPER) has incurred substantial expenses in connection with the construction of the improvements, in the event that the Final Plan for (NAME OF SUBDIVISION) is not recorded.

(SUBDIVIDER/DEVELOPER) shall complete the Plan approval and recording process in accordance with the Village ordinances, including the submission of all plans, materials and information requested by Village staff.

In consideration of the granting of such permission, (SUBDIVIDER/DEVELOPER) personally and individually, and jointly and severally, agree to defend, indemnify and hold harmless the Village, its President, Board of Trustees, officers, employees and consultants from and against any and all liability arising out of the construction of the (NAME OF SUBDIVISION) including, but not limited to, claims for bodily injuries, death, personal injuries, property damages, and mechanics’ liens.

In no event will (PETITIONER) proceed or permit any contractor or subcontractor to proceed with any of the grading for (NAME OF SUBDIVISION) until there has been deposited with the Village Clerk a payment bond or letter of credit in the form approved by the Village Attorney to protect the Village against any mechanics’ lien claims.

Yours very truly,

Company Name

Name, personally and individually

**APPENDIX F**  
**LETTER OF CREDIT FORM**  
**(This form must be used verbatim, please fill in the blanks and make selections)**

**BENEFICIARY:**

Village of Algonquin  
2200 Harnish Drive  
Algonquin, IL 60102

Date:

By the order of Applicant:

(Name):

(Address):

---

We hereby issue in your favor our Irrevocable Stand-by Letter of Credit No. \_\_\_\_\_  
“Letter of Credit” for the account of \_\_\_\_\_ (Applicant) for an amount or amounts not to  
exceed in the aggregate US dollars \_\_\_\_\_ (Amount) available at sight upon presentation  
of a written demand signed by one of the following officers of the Village of Algonquin: President,  
Village Manager, Village Clerk, Deputy Village Clerk, or Village Treasurer, signed as such,  
stating as follows:

“The amount of \$ \_\_\_\_\_ (US Dollars only) is hereby drawn under  
\_\_\_\_\_ (name of issuer bank) Letter of Credit Number \_\_\_\_\_ in accordance  
with the terms of:

1. An annexation agreement between \_\_\_\_\_ (name of  
developer or applicant) and the Village of Algonquin, with regard to  
\_\_\_\_\_ (development or subdivision name), and  
\_\_\_\_\_ (name of developer or applicant) is in default  
thereunder; or
2. A Public Improvements Completion Agreement dated \_\_\_\_\_  
between Applicant and the Village of Algonquin, and \_\_\_\_\_  
(name of developer or applicant) is in default thereunder; or
3. An agreement between the Village of Algonquin and \_\_\_\_\_  
(name of developer or applicant), dated \_\_\_\_\_, and \_\_\_\_\_  
(name of developer or applicant) is in default thereunder; or
4. The Village Subdivision Control Ordinance and that \_\_\_\_\_  
(name of developer or applicant) is in violation of same; or
5. \_\_\_\_\_ (name of developer or applicant) has failed to deliver to  
the Village satisfactory evidence of renewal of Letter of Credit No. \_\_\_\_\_  
\_\_\_\_\_ and that the Letter of Credit will expire within 60 days or less.



The principal amount of the Letter of Credit may be reduced, prior to the then current expiration date, upon presentation of a written statement from the Village of Algonquin, signed by the President or the Manager of the Village of Algonquin, certifying the dollar amount of such reduction, which shall not be more than the remaining unpaid principal balance of this Letter of Credit, and that the reduction in the amount requested is permitted pursuant to the recommendation of the Village Engineer. In the event the \_\_\_\_\_ (developer/applicant) is in default under the Public Improvements Completion Agreement for not completing one or more of the public improvements within the timeframes required in said Agreement, then any request for a reduction shall be accompanied by a revised Engineers Opinion of Probable Costs outlining the estimated costs of the remaining improvements covered by this Letter of Credit No. \_\_\_\_\_, and in no case shall this Letter of Credit be reduced to an amount less than one hundred twenty percent (120%) of those remaining improvements.

This Letter of Credit shall expire on the date referenced above only if we provide written notice, at least sixty (60) days prior to the expiration date, to the Village Clerk at the address shown above by certified mail or hand-delivered courier that we elect not to extend this Letter of Credit for any additional period. In no event shall this Letter of Credit or the obligations contained herein expire without such prior written notice, it being expressly agreed that the above expiration date shall be extended as required to comply with this notice provision.

We hereby agree with Beneficiary that if, on or before the Expiration Date, any such draft and any such certificate is presented to us at our Illinois office as specified under this Letter of Credit, at or prior to 10:00 a.m. \_\_\_\_\_ (city of opening bank) on a business day, and provided that such documents presented to us conform with the terms and conditions hereof, payment shall be effected in immediately available funds by certified funds or wire transfer in accordance with the instructions set forth on such certificate by the close of the next following business day. A business day shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the City of Chicago are authorized or required by law to close.

If a demand for payment by you hereunder does not, in any respect, conform to the terms and conditions of this Letter of Credit, we will give prompt notice that the demand for payment was not submitted in accordance with the terms and conditions of this Letter of Credit, we will state the reasons therefore and will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified with detail that the demand for payment does not conform with the terms and conditions of this Letter of Credit, you may attempt to correct any such non-conforming demand for payment to the extent that you are able to do so on or before the Expiration Date.

If, within three days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor it, we agree to pay all attorney's fees, court costs, and other expenses incurred by the Village in enforcing the terms hereof.

This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended, or amplified by reference to any document or instrument referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

Any controversy or claim arising out of or relating to this Letter of Credit, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules or JAMS Dispute Resolution as determined in your discretion, at the William J. Ganek Municipal Center, 2200 Harnish Drive, Algonquin, IL 60102, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Village may elect, at its exclusive option, to file suit by litigation rather than arbitration and to enforce equitable remedies such as injunctive relief. Issuing Bank agrees that an arbitration award by default may be entered upon it failing to appear or defend itself in any arbitration proceeding.

In the event of arbitration or litigation of this Letter of Credit between the Village and Issuing Bank and Applicant, the Issuing Bank and/or Applicant shall pay all expenses incurred by the Village in the said proceeding, including, but not limited to attorneys' fees, filing costs, witness fees, and other general expenses of the proceeding.

Partial draws are permitted under this Letter of Credit.

To the extent not inconsistent with the express terms hereof, this Letter of Credit is issued subject to the *International Standby Practices* ("ISP98"), as most recently published on the date of this Letter of Credit, by the International Chamber of Commerce, except that, as to matters not governed by ISP98, this Letter of Credit shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to principles of conflicts of laws.

Please address all correspondence regarding this Letter of Credit to the attention of \_\_\_\_\_ (specify name of issuing bank contact or department name along with full address and phone number), mentioning our reference number as it appears above.

[signature block of issuer]

**APPENDIX F**  
**PERFORMANCE AND PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we \_\_\_\_\_ (name and address of the Applicant) as Principal ("Principal") and \_\_\_\_\_ (name and address of Surety) as Surety ("Surety") are held and firmly bound unto the Village of Algonquin, McHenry and Kane Counties, Illinois, ("Village") as Obligee in the amount of \_\_\_\_\_ US Dollars (\$\_\_\_\_\_) (Insert an amount equal to 120% of the Engineer's Estimated Cost of non-stormwater Public Improvements and 110% of the Engineer's Estimated Cost of Public and Private Stormwater Improvements) for the payment of which the Principal and the Surety jointly and severally bind themselves and their respective heirs, successors, assigns and legal representatives firmly by these Presents.

WHEREAS, the Principal and Surety on this bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the Principal and the Village will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the Principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which this bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this bond is given, after final settlement between the Village and the Principal has been made.

WHEREAS, the Principal has asked the Village to approve the final plat of subdivision or planned development plan for \_\_\_\_\_ (subdivision or planned development) and has promised and agreed, either orally or in writing that, in consideration of the approval of such plat of subdivision by the Village, the Principal shall cause to be constructed and fully paid for, all of the Public Improvements including, but not limited to, the water distribution system, sanitary sewer system, storm sewer system, site grading, landscaping and planting, street system, sidewalks, bicycle path and street lights ("Public Improvements") for such subdivision in a good and workmanlike manner with materials of good quality in strict accordance with the engineering plans and specifications for the Public Improvements prepared by \_\_\_\_\_ (name of engineer) dated \_\_\_\_\_, last revised \_\_\_\_\_ ("Plans") and the Algonquin Subdivision Ordinance ("Ordinance") and to maintain the Public Improvements until they are completed and accepted by the Village and a maintenance bond has been deposited with the Village in accordance with the Ordinance.

NOW, THEREFORE, THE CONDITIONS OF THE OBLIGATION ARE:

**PART I**  
**PERFORMANCE BOND**

THE FIRST CONDITION OF THIS OBLIGATION is such that if the Principal shall (1) promptly and faithfully cause the Public Improvements to be constructed in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the Ordinance, (2) complete each of the \_\_\_\_\_ phases of construction listed in the following paragraph on or before the completion dates therein specified ("Completion Dates"), and (3) cause the required Maintenance Guarantee to be deposited with the Village in accordance with the Ordinance, this Obligation shall be null and void; otherwise, it shall remain in full force and effect.

1. The Public Improvements shall be completed in accordance with that certain Public Improvements Completion Agreement dated \_\_\_\_\_. THE SURETY HEREBY WAIVES NOTICE OF ANY ALTERATION OF THE PLANS BY THE OR EXTENSION OF THE RELEVANT TIME LIMITS BY THE VILLAGE
2. If the Principal fails to timely complete the Public Improvements in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the Ordinance in strict accordance with the schedule set forth in paragraph 1, the Surety shall promptly, upon receipt of written notice from the Village cause the Public Improvements to be completed in a good and workman like manner with materials of good quality in strict accordance with the Plans and the Ordinance; to wit: Obtain a bid or bids for submission to the Village for completing the Public Improvements in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the Ordinance, and, upon determination by the Surety of the lowest responsible bidder (or, if the Village elects, upon determination by the Village and the Surety jointly of the lowest responsible bidder), arrange for a contract or contracts ("Contract") for the completion of the Public Improvements between such bidder and the Village, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract) but in no event later than 1 year after the last completion date set forth in paragraph 1, sufficient funds to pay the cost of completion of the Public Improvements less the balance of the Contract price; but not exceeding the amount set forth in the first paragraph hereof, except as provided in paragraph 6 hereof.
3. This Bond shall remain in full force and effect until the Public Improvements are in fact completed, regardless of whether any notice of the Principal's failure to complete the Public Improvements has been served on the Principal or the Surety.
4. Any suit under this Part I must be instituted before the expiration of 2 years from the date on which the last of the Public Improvements, described herein, are scheduled for completion; provided, however, that the Surety shall give written notice by certified mail, return receipt requested, delivered to addressee only, the Village Manager, the Village Treasurer, and the Village Clerk, of the expiration of such 2-year period not less than 60 days prior to the expiration of such 2-year period or the expiration date shall be extended automatically to the date 90 days after such notice is actually given.
5. No right of action shall accrue under this Part I to or for the use of any person or corporation other than the Village, its successors, or legal representatives.
6. Any controversy or claim arising out of or relating to this Bond, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules or JAMS Dispute Resolution as determined in your discretion, at the William J. Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois, 60102, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Village may elect, at its exclusive option, to file suit by litigation rather than arbitration to enforce equitable remedies such as injunctive relief. Surety agrees that an arbitration award by default may be entered upon it failing to appear or defend itself in any arbitration proceeding.
7. In the event of arbitration or litigation of this Bond the Surety and Principal, jointly and severally, shall pay all expenses incurred by the Village in the said proceeding, including,

but not limited to attorneys' fees, filing costs, witness fees, and other general expenses of the proceeding.

**PART II**  
**LABOR AND MATERIAL PAYMENT BOND**

THE SECOND CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly pay every person or entity ("Person") who shall furnish material, apparatus, fixtures, machinery, and/or labor for the Public Improvements, or to any contractor having a contract for the Public Improvements, or any of them, the full amount due such person on account thereof, this Obligation shall be null and void; otherwise, it shall remain in full force and effect; provided such Person shall comply with those notice and other requirements of Section 23 of the Mechanics Lien Act (770 ILCS 60/23) and the Public Construction Bond Act (30 ILCS 550/0/01, or either of them, as may be applicable to the claim.

The amount of this Bond may be reduced by and to the extent of any payment or payments made in good faith by the Surety hereunder after 90 days prior written notice to the Village, including the payment by the Surety of mechanics' liens which may be filed of record against the Subdivision, whether or not a claim for the amount of such lien has been presented under and against this Bond, provided the Surety shall receive from the payee a complete release of any claim against the Village.

The Principal and the Surety, and each of them, jointly and severally, agree to defend, indemnify, and hold the Village harmless from the mechanic's lien claims and any other claims against the Village directly or indirectly arising out of the failure of the Principal to pay for the Public Improvements or any of them, and shall reimburse the Village for reasonable attorney's fees incurred by the Village in defending, or preparing to defend, such claims, or enforcing or attempting to enforce the obligations of the Principal, the Surety, or either of them, under this Bond, regardless of whether a lawsuit is actually filed, within 30 days after the receipt of copies of paid invoices for such attorney's fees.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

[signature block of surety]

## **APPENDIX F MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we \_\_\_\_\_ (name and address of the Subdivider/Developer) as Principal ("Principal") and \_\_\_\_\_ (name and address of Surety) as Surety ("Surety") are held and firmly bound unto the Village of Algonquin, McHenry County and Kane County, Illinois, ("Village") as Obligee in the amount of \_\_\_\_\_ U.S. Dollars (\$ \_\_\_\_\_) (Insert amount of bond equal to 20% of the Engineer's Estimated Cost of Public Improvements) for the payment whereof the Principal and the Surety jointly and severally bind themselves and their representative heirs, successors, assigns and legal representatives firmly by these Presents.

WHEREAS, the Principal has heretofore deposited with the Village \_\_\_\_\_ (a Cash Deposit, a Performance Bond - Labor and Material Payment Bond, or a Letter of Credit) to guarantee the completion of, payment for and maintenance of the Public Improvements for the Subdivision known as \_\_\_\_\_ (name of subdivision) including, but not limited to, the water distribution system, sanitary sewer system, storm sewer system, site grading, landscaping and planting, street system, sidewalks, and street lights ("Public Improvements"); and

WHEREAS, the Public Improvements were completed on \_\_\_\_\_ ("Completion Date") and the Principal has requested the Village to release the \_\_\_\_\_ (Cash Deposit, Performance Bond -Labor and Material Payment Bond, or Letter of Credit); and

WHEREAS, the Village is willing to release the \_\_\_\_\_ (Cash Deposit, Performance Bond Labor and Material Payment Bond, or Letter of Credit) only if it is replaced by a Maintenance Bond in the penal sum above set forth to guarantee performance of the Principal's maintenance obligations hereinafter set forth.

NOW, THEREFORE, if the Principal shall, for and within the period of 18 months from and after the Completion Date, well and truly: (1) maintain the Public Improvements, (2) repair any damage to the Public Improvements caused by the Principal, its agents, servants, employees or its successors and assigns, or by any contractor hired by the Principal, its agents, servants, employees, successors or assigns, or any subcontractor hired by such contractor, (3) repair and/or replace any defective workmanship or material in the Public Improvements, and (4) make good and protect the Village against the results of any defective workmanship or materials appearing to have been incorporated in any part of the Public Improvements which shall have appeared or been discovered within \_\_\_\_\_ months (Maintenance Period determined by the Village Engineer, between 18 and 24 months) after the Completion Date, and (5) pay all maintenance, repair and/or replacement costs in connection with its obligations under provisions (1) through (4) inclusive of this paragraph and provide sufficient evidence of said payment, including furnishing sworn contractor statements dated on or after the last day of the Maintenance Period from each prime contractor with whom the Principal contracted to perform said work and final waivers of lien from all persons and entities that furnished labor and/or material in connection with said maintenance, repair and/or replacement; then this obligation shall be null and void; otherwise, to remain in full force and effect. Provided, however, in the event the Public Improvements include naturalized areas, then this Maintenance Bond shall remain in effect for an additional 5 years following the Maintenance Period ("Naturalized Maintenance Bond or Maintenance Bond"). The penal sum of the Naturalized Maintenance Bond shall be determined by the Village's Consulting Engineer prior to the expiration of this Maintenance Bond and this Maintenance Bond shall then be reduced accordingly.

For purposes of this Maintenance Bond, the Principal and the Surety agree that in the event that any Public Improvements are damaged, the burden shall be on the Principal to show that such damage was not caused by the Principal, its agents, servants, employees, successors, or assigns or by any contractor hired by the Principal, its agents, servants, employees, successors, or assigns, or any subcontractor hired by such contractor;

Any controversy or claim arising out of or relating to this Maintenance Bond, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules or JAMS Dispute Resolution as determined in your discretion, at the William J. Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois, 60102, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Village may elect, at its exclusive option, to file suit by litigation rather than arbitration to enforce equitable remedies such as injunctive relief. Surety agrees that an arbitration award by default may be entered upon it failing to appear or defend itself in any arbitration proceeding.

In the event of arbitration or litigation of this Maintenance Bond the Surety and Principal, jointly and severally, shall pay all expenses incurred by the Village in the said proceeding, including, but not limited to attorneys' fees, filing costs, witness fees, and other general expenses of the proceeding.

No right of action shall accrue under this Bond to or for the use of any person or corporation other than the Village, its successors or legal representatives.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[signature block of surety]

**APPENDIX G**  
**PUBLIC IMPROVEMENTS COMPLETION AGREEMENT**

THIS AGREEMENT ("Agreement") made and entered \_\_\_\_\_, 20\_\_\_\_, by and among \_\_\_\_\_ ("Owner"), \_\_\_\_\_ ("Subdivider/Developer"), and the Village of Algonquin, McHenry and Kane Counties, Illinois ("Village").

**RECITALS**

A. The Owner is the owner of real estate located in the Village legally described on Exhibit A appended hereto and made part hereof ("Property").

B. The Owner and the Subdivider/Developer have applied for approval of [a final plat of subdivision of the real estate to be known as \_\_\_\_\_ ("Subdivision")] [a final planned development plan for the Property to be known as \_\_\_\_\_ Final Plan] (delete one).

C. The Subdivider/Developer has submitted to the Village, for its approval, the engineering plans and specifications for the public improvements, including, but not limited to, the water distribution system, sanitary sewer system, storm sewer system, site grading, landscaping and planting, street system, sidewalks, bicycle paths, street lights, natural area restoration and natural landscaping ("Public Improvements") for the Subdivision/Final Plan prepared by \_\_\_\_\_ dated \_\_\_\_\_ last revised \_\_\_\_\_ ("Plans") and the Village has approved the Plans. Also submitted and approved is the Engineer's Estimated Cost of Public Improvements dated \_\_\_\_\_.

D. The Village is willing to execute the plat of subdivision or approve the Final Plan only upon the condition that the Owner and the Subdivider/Developer agree to cause the Public Improvements for such Subdivision or Final Plan to be installed and completed in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the Algonquin Subdivision Ordinance, fully paid for, and maintained by the Developer for a period of 24 months after their completion as determined by the Village Engineer.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency of which is expressly acknowledged, it is agreed by and among the parties as follows:

1. The Village agrees to approve the Final Plan or cause the final plat of subdivision to be executed by its President, attested by its Clerk, signed by the Planning and Zoning Commission Chairperson, and provided the Subdivider/Developer shall secure all other necessary plat approvals and paid tax bills and record the final plat of subdivision with the Recorder of Deeds of the appropriate county.

2. The Owner and the Subdivider/Developer jointly and severally promise and agree:

A. To construct the Public Improvements, or cause them to be constructed, in a good and workmanlike manner with materials of good quality acceptable to the Public Works Director and Village Engineer and in strict accordance with the Plans and the Algonquin Subdivision Ordinance and to complete



each of the phases of construction set forth in paragraph 3 on or before the completion dates therein specified and completion of all the Public Improvements, and

- B. To pay to the contractors and material suppliers who furnish labor or materials, or both, for the construction of the Public Improvements, the full amounts due them for such labor and materials, and
- C. To maintain the Public Improvements for the Maintenance Period as determined by the Village Engineer. The maintenance period shall begin on the date on which the last of the Public Improvements (see paragraph 3I herein) were completed in accordance with the Plans therefore and the Algonquin Subdivision Ordinance (“Completion Date”). The Subdivider/Developer’s maintenance obligations shall include, but are not limited to:
  - I. Maintaining the Public Improvements;
  - II. Repairing any damage to the Public Improvements caused by the Subdivider/Developer, its agents, servants, employees or its successors and assigns, or by any contractor hired by the Subdivider/Developer, its agents, servants, employees, successors or assigns or any subcontractor hired by such contractor;
  - III. Repairing or replacing any defective workmanship or materials in the Public Improvements, and
  - IV. Indemnifying and holding the Village harmless against the results of any defective workmanship or materials appearing to have been incorporated in any part of the Public Improvements that shall have appeared or been discovered within maintenance period. In the event any of the Public Improvements are damaged, the burden shall be on the Subdivider/Developer to show that such damage was not caused by the Subdivider/Developer, its agents, servants, employees, successors or assigns, or by any contractor hired by the Subdivider/Developer, its agents, servants, employees, successors or assigns, or any subcontractor hired by such contractor.

3. Completion Dates: The Public Improvements shall be completed in accordance with the following schedule:

- A. Site grading, including grading of streets, detention and retention ponds, lots, and required private and public green space areas, shall be completed on or before \_\_\_\_\_ (insert completion date).
- B. Underground improvements, including water mains, vaults and valve vaults, sanitary sewer mains and manholes, and any required force main, shall be completed on or before \_\_\_\_\_ (insert completion date).
- C. Curbs and street base, including “first lift” of pavement, and necessary

repairs to catch basins, manholes, and other structures located between curb lines, shall be completed on or before \_\_\_\_\_ (insert completion date).

- D. Street lighting shall be completed on or before \_\_\_\_\_ (insert completion date).
- E. Sidewalks and bicycle paths shall be completed on or before \_\_\_\_\_ (insert completion date).
- F. Final street surface (“second lift”), including any necessary repairs to street base “first lift,” shall be completed on or before \_\_\_\_\_ (insert completion date).
- G. Parkway and open space restoration, landscaping, dedication of public areas, natural area restoration, and natural landscaping shall be completed on or before \_\_\_\_\_ (insert completion date).
- H. Stormwater facilities, including underground items, detention items, wetland/riparian areas, and erosion control, shall be completed on or before \_\_\_\_\_ (insert completion date).
- I. Punchlist Completion (may include, but not limited to, repairs to catch basins, manholes and other structures, parkways, and open space areas), and other: \_\_\_\_\_ (insert completion date).

Time is of the essence. The Issuer waives notice of any modifications, changes or amendments to the dates set forth above.

4. The Owner and Subdivider/Developer further agree to cause to be maintained at all times proper security to guarantee the completion of, payment for and maintenance of the Public Improvements as required by the Algonquin Subdivision Ordinance in the form of a cash deposit, performance bond-labor and material payment bond, letter of credit or escrow deposit in strict accordance with the provisions of the Algonquin Subdivision Ordinance. In the event the bond or letter of credit is about to expire and is not renewed, the Village may collect upon same.

The Owner agrees to and does hereby grant to the Village and the applicable fire protection district a non-exclusive license to go upon any part of the Property for the purpose of providing police and fire protection and enforcing the Illinois Vehicle Code (Chapter 625 of the Illinois Compiled Statutes) and the Algonquin Municipal Code on the streets and other areas of the Subdivision or Planned Development, except on individual lots conveyed to homeowners.

The Owner agrees to and does hereby grant to the Village permission to go upon or over any part of the Property for the purpose of taking video and pictures of the site and construction activities. This grant of permission includes authority for the Village to use a small unmanned aerial vehicle to capture images of the Property.

After the street base for the streets in the Subdivision or Planned Development has been installed by the Subdivider/Developer in strict accordance with the Algonquin Subdivision

Ordinance and the approved engineering plans therefore, the Village agrees to provide police protection for the Subdivision or Planned Development in cases of actual emergency.

After the “first lift” of the street pavement in the Subdivision or Planned Development has been installed by the Subdivider/Developer in strict accordance with the Algonquin Subdivision Ordinance and the approved engineering plans therefore, the Village agrees to provide regular police protection for buildings in the Subdivision or Planned Development, and to provide snowplowing service for the public streets serving such buildings so long as an Agreement for Snow and/or Ice Removal on Unaccepted Streets is executed by the Owner/Developer, without in any way accepting responsibility for the maintenance of such streets or any other Public Improvements until such Public Improvements are accepted by the Village.

The streets in the Subdivision or Planned Development shall remain the property of the Owner/Developer who shall remain responsible for the maintenance of all of the Public Improvements in the Subdivision or Planned Development, including any manholes, vaults, curbs or other structures that project above the pavement and that are damaged as the result of the Village’s snowplowing activities, and including the stormwater drainage system, until such Public Improvements are accepted by the Village and title thereto is transferred to the Village by an appropriate bill of sale.

In the event it becomes necessary, as determined by the Public Works Director at its sole discretion, to perform any emergency repair work on the Public Improvements in the Subdivision or Planned Development to protect the health, welfare, and safety of the public, the Village may perform such repairs and the Owner/Developer shall reimburse the Village promptly for the costs so incurred.

The Subdivider/Developer shall be responsible for all Public Improvements construction and maintenance costs that are not specifically required herein to be paid by the Village.

5. The Owner shall furnish Owner’s sworn statement(s) and the Subdivider/Developer shall furnish general contractor’s sworn statements, and each shall furnish such waivers of lien to the Village as shall be necessary to insure the Village against mechanics’ lien claims and claims for lien on any bond or other security that the Owner and/or Subdivider/Developer have caused to be posted with the Village.

6. The failure of the Village to insist upon the strict and prompt performance of the obligations herein contained shall not constitute or be construed as a waiver or relinquishment of the Village’s rights thereafter to enforce such obligation, but the same shall continue in full force and effect. If the performance of any obligation to be performed under this Agreement by the Owner/Developer is delayed as a result of circumstances that are beyond the reasonable control of the Owner/Developer (which circumstances may include acts of God, war, acts of civil disobedience, strikes, or similar acts), the time for such performance shall be extended by the amount of time of such delay.

7. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns.

8. Venue, Attorneys’ Fees: The parties agree that the proper venue for the enforcement of this Agreement shall be the 22<sup>nd</sup> Circuit Court of McHenry County, Illinois. The Subdivider/Developer and the Owner, jointly and severally, agree to reimburse the Village for any

reasonable attorneys' fees and court costs incurred by the Village in enforcing or attending to enforce the obligations of the Subdivider/Developer and the Owner, or either of them, under this Agreement, regardless of whether a lawsuit is actually filed, within 30 days after the receipt of copies of paid invoices for such attorneys' fees and court costs.

VILLAGE OF ALGONQUIN

Attest:

By \_\_\_\_\_  
Village Manager

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

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Subdivider/Developer

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

Its: \_\_\_\_\_

(Insert appropriate signature and attestation format, including officer titles and corporate seal for Subdivider/Developer and Owner.)

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

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

## **APPENDIX H**

### **STANDARD SPECIFICATIONS FOR CONSTRUCTION AND ESTIMATING**

Please refer to the Village's website ([www.algonquin.org](http://www.algonquin.org)) and search for Standard Specifications for the current version.

**APPENDIX I**  
**AGREEMENT FOR SNOW AND/OR ICE**  
**REMOVAL ON UNACCEPTED STREETS**

WHEREAS \_\_\_\_\_ (“Subdivider/Developer”) and the Village of Algonquin, McHenry and Kane Counties, Illinois (“Village”), acknowledge that until the streets in the \_\_\_\_\_ Subdivision are accepted by the Village, the Village shall have no obligation to keep the streets plowed of ice and snow (snowplowed); and

WHEREAS, it is agreed, however, that for any platted portion of \_\_\_\_\_ Subdivision that shall be or is likely to be occupied in whole or in part for a winter season, the Village, at its option, may keep the streets snowplowed for that season.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. If the Village desires to provide season-long snowplowing for \_\_\_\_\_ Subdivision or part thereof, the Village shall notify the Subdivider/Developer of the unaccepted streets. The notice shall contain an estimate of the cost of snowplowing and unit price or prices used by the Village in developing such costs.
2. The Subdivider/Developer shall deposit with the Village an irrevocable letter of credit from a financial institution in a form acceptable to the Village to guarantee payment of the estimated amount. At the end of the snow season, the Village will release the amount of the letter of credit providing all payments due to the Village have been made. During the season, the Village shall allow the amount of the letter to be reduced provided that the amount of the letter of credit is not reduced below the level anticipated to be expended based on the then current best-cost estimate.
3. The Subdivider/Developer shall be obligated to pay the actual reasonable cost to the Village of its snowplowing services within \_\_\_\_\_ Subdivision rather than the amount of the estimate. Payment shall be made within ten days from the date of the bill.
4. If the Village does not elect to provide season-long snowplowing services to the Subdivider/Developer, it may elect to provide those services in the absence of the Subdivider/Developer’s performing or seeing to the performance of those services on an occurrence basis. In that case, the Village shall notify the Subdivider/Developer of the unaccepted streets or that, unless the excess accumulation of snow or ice on the streets is removed within 24 hours, the Village will perform or see to the performance of snowplowing. The Village shall bill the Subdivider/Developer for the actual reasonable cost of these services, and the Subdivider/Developer shall pay the bill within 10 days from the date of the bill.
5. Subdivider/Developer shall prepare all usable but unaccepted streets for snowplowing before October 1 of each year. This preparation shall be carried out under the supervision of the Village and shall include, but not be limited to, the installation of flared service ramps of asphalt or other acceptable material around structures protruding from and above the binder course of the street or the temporary lowering of these structures flush with the binder course. The Subdivider/Developer shall maintain, repair and replace, when necessary, any modifications installed to allow efficient snowplowing.
6. In the event that the Subdivider/Developer shall fail to perform any of the items required

under this Agreement, the Village may refuse to issue building or occupancy permits or make inspections in \_\_\_\_\_ Subdivision until the questioned items have been performed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SUBDIVIDER/DEVELOPER:

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

Its \_\_\_\_\_

VILLAGE: The Village of Algonquin

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

Village Manager

**TABLE 7****MINIMUM BASE AND SURFACE THICKNESS FOR BITUMINOUS  
SURFACED STREETS**

	ARTERIAL STREET		INDUSTRIAL COLLECTOR		RESIDENTIAL COLLECTOR & INDUSTRIAL SERVICE		RESIDENTIAL LOCAL	
Base Course Type	Base Course	Surface Course	Base Course	Surface Course	Base Course	Surface Course	Base Course	Surface Course
Portland Cement Concrete Base Course	8"	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Aggregate Base Course Type B (100% crushed gravel or stone)	N/A	N/A	14"	2½" Surface 3" Binder	14"	2" Surface 2" Binder	12"	2" Surface 2" Binder
			Structural #4.02		Structural #3.42		Pavement #3.16	
Bituminous Aggregate Base Course (BAM)*	8"	2" Surface 2" Binder	7½"	2" Surface 2" Binder	6"	2" Surface 2" Binder	6"	2" Surface
	Structural #4.80		Structural #4.60		Structural #4.00		Structural #3.20	
* A minimum of 4 inches C.A. -6 crushed gravel or stone sub-base will be required under all bituminous aggregate (BAM) base course sections. The maximum thickness of BAM placement shall be 4 inches.								

**TABLE 8****STREET CURVE RADII**

TYPE OF INTERSECTION	MINIMUM RADII
Cul-de-sac to minor street Minor street to minor street	25 feet
Cul-de-sac to collector street Minor street to collector street Collector street to collector street Minor street to arterial street Cul-de-sac to arterial street	30 feet
Collector street to arterial street Arterial street to arterial street	40 feet



**TABLE 9**

**MINIMUM WIDTHS AND THICKNESS FOR COMBINATION  
CONCRETE CURBS AND GUTTERS**

	Arterial Streets*		Collector Streets**		Local Streets**	
	Flag Width	Flag Thickness	Flag Width	Flag Thickness	Flag Width	Flag Thickness
Flexible Bases	24"	10"	12"	10"	12"	10"
P.C.C. Pavements***	24"	20"	12"	12"	12"	10"
* The curb height for all subdivision streets shall be 6 inches with a barrier face (B-6.12).						
** For subdivisions that were approved prior to September 1, 1999, the Public Works Director may allow the curb height to be 3 inches with a mountable face (M-3.12).						
*** When integral curbs are constructed with P.C.C. pavements, the thickness of the curbs shall be equal to the pavement thickness.						