

Title 11 SUBDIVISION REGULATIONS

Chapter 1 GENERAL SUBDIVISION PROVISIONS

11-1-1: DEFINITIONS:

For the purpose of this title, the following words and phrases shall have the meanings respectively ascribed to them by this section:

PLANS: The term "plans of the board of trustees", "the comprehensive plan", "adopted segments of the comprehensive plan", "adopted plans" and "plan", and all such terms as used herein, mean plans adopted into law by the village board.

SUBDIVISION: The initial division of a parcel of land into two (2) or more parts, any of which parts is less than five (5) acres, for the purpose of ownership, transfer or building development; or if a new street is involved, any division of a parcel of land. The term includes any division of land that attempts to avoid the requirements of this title. Where appropriate to the context, the term shall relate to the process of subdividing or to the land subdivided. The term shall also apply to all mobile home parks proposed for future development.

VILLAGE BOARD: The board of trustees of the village of Capron. (1997 Code § 18-1; amd. 2013 Code)

11-1-2: APPLICATION AND INTERPRETATION:

- A. **Minimum Requirements:** The provisions of this title shall be held to be minimum requirements adopted to promote the health, safety and the convenience of the public and to lessen congestion and further the orderly layout and the use of land and to facilitate adequate provision for transportation, water, sewage, schools, parks, playgrounds and other public requirements.
- B. **Private Agreements:** It is not intended by this title to repeal or impair any existing easement, covenant or agreement between parties, or permits previously adopted or issued pursuant to the resolutions of the village and statutes of the state; provided, however, that where this title imposes a greater restriction upon the development of the land than required by other rules, regulations or permits, the provisions of this title shall govern.
- C. **Most Restrictive Provisions Apply:** Where this title imposes a greater restriction than imposed or required by the provisions of existing ordinances, resolutions, rules and other regulations, this title shall control. Where provisions of existing ordinances, resolutions, rules or other regulations impose greater restrictions than imposed or required by this title, such provisions shall control. (1997 Code § 18-2)

11-1-3: PLAT OFFICER:

The office of plat officer is hereby created. The engineer for the village shall serve as the plat officer of the village or any individual appointed by the village president, with approval of the village board. (1997 Code § 18-3)

11-1-4: REVIEW AND APPROVAL OF PLATS GENERALLY:

- A. The board of trustees, pursuant to 65 Illinois Compiled Statutes and this code, shall review and make recommendation on all tentative plats. (1997 Code § 18-4; amd. 2013 Code)
- B. Every intended subdivision of land within the platting jurisdiction of the village shall be submitted to the village plat officer for approval according to the provisions of this title prior to final recording of a map or plat of such subdivision, except where otherwise permitted by this title. No such map or plat of subdivision shall be entitled to record or have validity until it has been so approved, except when otherwise permitted by this title. (1997 Code § 18-5)
- C. Every proposed final subdivision of land within the platting jurisdiction of the village shall be submitted to the village board for its approval prior to final recording of a map or plat of such subdivision; no such map or plat of subdivision shall be recorded unless it has been so approved.
- D. The plat officer shall approve the final plat and execute the certificate required by subsection [11-2-4-4B](#) of this title only upon approval of the plat by the village board. (1997 Code § 18-3)

11-1-5: VARIATIONS:

- A. In order to promote the best possible development and use of land, the plat officer and the village board shall interpret the standards, provisions and specifications contained in this title liberally and in favor of the community interest. Variations from these standards, provisions and specifications shall be recommended and granted when it is demonstrated to the satisfaction of the plat officer and village board that such variation will bring about a logical and desirable result than obtained by strict compliance.
- B. A request for variation shall be filed by the owner or developer of the proposed subdivision with the plat officer. The plat officer shall refer any request, together with his/her recommendation, to the village board for decision. The request shall be in writing, shall state specifically what variation is sought and the community's interest in granting the variation.
- C. Upon application by the owner or developer, a tentative plat which has been disapproved by the plat officer or a tentative plat upon which no action has been taken for ninety (90) days by the plat officer shall be submitted to the village board for its tentative decision. The village board shall approve or disapprove the tentative plat as submitted, approve it with conditions, or disapprove it. (1997 Code § 18-6)

11-1-6: PROFESSIONAL FEE AGREEMENT:

As a condition of approval of any annexation agreement with the village which may include subdivision and plat approvals, requests for zoning changes, planned unit developments (PUD), special use permits, variances, impact fees, etc., each subdivider or developer will be required to enter into a professional fee agreement with the village, which agreement shall be in substantially the following form: (1997 Code § 18-16)

PROFESSIONAL FEE AGREEMENT

This Professional Fee Agreement is made and entered into this day of , 20_by and between the VILLAGE OF CAPRON and , hereinafter referred to as the "Developer."

WITNESSETH

WHEREAS, the Developer desires to ; and,

WHEREAS, the Developer desires to negotiate an annexation agreement with the Village of Capron which may include but not be limited to subdivision and plat approvals, requests for zoning changes, Planned Unit Developments (PUD), special use permits, variances, impact fees, etc.; and,

WHEREAS, it will therefore be necessary for the Village to engage its independent professional staff to review and comment upon the work of the Developer and its professionals; and

WHEREAS, the fees for said professional staff in doing said work for the Village shall be paid by the Developer.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and contained, the receipt and sufficiency of which is hereby expressly acknowledged by each of the parties, it is mutually covenanted and agreed upon by, among and between the respective parties hereto as follows:

SECTION 1 - PROFESSIONAL FEES

The Developer shall pay to the Village any and all professional fees and expenses incurred by the Village with respect to the application of the Developer as filed with the Village. Professional fees shall include but not be limited to the fees of the Village Attorney, Engineer for the Village, and any other professional fees incurred by the Village, which the Village Board deems necessary in order to review the application as well as any expenses incurred by the professionals.

The Village shall in its sole discretion review the professional fees for legitimacy and reasonableness. The Developer shall provide security for payment of said professional fees and expenses in any Letter of Credit, bond or other security provided to the Village by the Developer for the construction of public improvements.

SECTION 2 - PAYMENT

The Village shall provide the Developer with an itemized statement from the professional. The Developer shall pay the Village within thirty (30) days of the date of a statement from the Village; if the Developer does not pay the statement within the thirty (30) day period, interest at an annual rate of 18 percent (18%) on any unpaid balance shall accrue. The Village may also, following written notification to the Developer, direct that all professional staff and Village Officials cease work on the application of the Developer until the statement is paid in full.

SECTION 3 - COOPERATION

The Developer shall fully cooperate with the Village, its officials and professional staff with respect to its application. The Developer also acknowledges that the professional staff represents the Village and not the Developer.

SECTION 4 - CONFLICT

If any terms and provisions of this Agreement conflict with any ordinance of the Village or agreement between the parties, the terms and provisions of this Professional Fee Agreement shall supersede and control any other terms or provisions.

ATTORNEY'S FEES

If suit or action is brought to enforce this Professional Fee Agreement or any provisions hereof, or to rescind or disaffirm this Professional Fee Agreement or any provisions hereof, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses, both at the trial and appellate levels, in addition to its costs and disbursements allowed by law, which shall include the costs of any discovery proceedings. The provisions of this paragraph are declared by the parties hereto to be severable from the balance of this Professional Fee Agreement, the separate consideration for this paragraph being their mutual agreement contained herein.

SECTION 6 - SEVERABILITY

The invalidity of any paragraph or subparagraph of this Professional Fee Agreement shall not impair the validity of any other paragraph or subparagraph. If any provision of this Professional Fee Agreement is determined to be unenforceable, such provision shall be determined to be severable and the Professional Fee Agreement may be enforced with such provision severed or as modified by such court.

SECTION 7 - ENTIRE AGREEMENT

This Professional Fee Agreement embodies the entire agreement and understanding between the parties and there are not other agreements, representations, warranties or understandings, oral or written, between the parties with respect to the subject matter of this Professional Fee Agreement. No alteration, modification, amendment or change of this Professional Fee Agreement shall be valid unless by mutual consent of both parties.

SECTION 8 - SECURITY

Contemporaneous with the execution of this Agreement, the Developer, person, entity, corporation, association or group submitting an application for any zoning amendment, annexation agreement or subdivision approval shall deposit with the Village Clerk the sum of Four Thousand and 00/100 (\$4,000.00) Dollars as security for the payment of such professional fees, costs and expenses. The Village authorities are specifically permitted to apply these funds deposited as security in payment of such professional fees and costs in the event the Applicant defaults in making payments to the Village as required under this Agreement. The Applicant is responsible to maintain a deposit equivalent to this sum until completion of the project.

IN WITNESS THEREOF, the VILLAGE OF CAPRON has caused this Professional Fee Agreement to be duly executed by the Village President, attested to by the Village Clerk and its corporate seal affixed thereto, all in accordance with and pursuant to due authority vested in them by the Board of Trustees of the Village, and has read and affixed its hand and seal, all as of the day and year first written above.

VILLAGE OF CAPRON:DEVELOPER:

BY: BY:
Village President

Attest:Attest:

BY: BY:
Village Clerk

(1997 Code § 18-16; amd. 2013 Code)

11-1-7: ADMINISTRATION AND ENFORCEMENT:

- A. Whenever it shall come to the attention of any officer or employee of the village that any of the provisions of this title have been violated, it shall be his/her duty to notify the village attorney of the fact, and the village attorney shall immediately institute suit and prosecute same to final judgment against the person offending. (1997 Code § 18-14)
- B. The code enforcement officer/building inspector shall defer granting building permits for improvements on property until such time as the plat for such property has been approved and recorded in the manner provided by this title. No building permit shall be granted except for improvements on land for which a plat has been approved and recorded according to the requirements of this title or on those parcels of property platted or recorded as separate parcels of property prior to the effective date hereof.
- C. In the event there has not been compliance with any requirement of this title, the village plat officer shall not approve or certify any subdivision plat. However, the plat officer may, with village board approval, accept a bond to indemnify the village for construction or completion of any required item, including, but not limited to: streets, curbs, gutters and water or sewer pipes. The bond shall be in an amount of one hundred fifteen percent (115%) of the estimated cost of labor and materials for the item (as approved by the engineer for the village), and the surety on the bond shall be a corporation licensed and authorized to do business in Illinois as a surety company, unless the board of trustees, by majority vote of those holding office, accepts a personal surety. Also, the plat officer may, with village board approval, accept a cash escrow for construction or completion of any required item, including, but not limited to: streets, curbs, gutters and water or sewer pipes, in an amount equal to one hundred fifteen percent (115%) of the estimated cost of labor and materials for the item (as approved by the engineer for the village). An escrow agreement shall be entered into whereby said sum is placed in escrow with a financial institution pursuant to an agreement on a form approved by the village board of trustees, whereby the item shall be installed by the subdivider or owner within a certain time limit to be set by the village board, and in the event that said improvement item is not so installed, the village shall be allowed to obtain said funds and to obtain a contractor to install said items with said funds. Also, the plat officer may, with village board approval, accept an undertaking in lieu of completion bond establishing the relationship and obligations between the village and a developer which will provide that the developer will submit to the village an irrevocable letter of credit from a financial institution for one hundred fifteen percent (115%) of the estimated cost of labor and materials for the improvement (as approved by the engineer for the village), and which irrevocable letter of credit shall be in a form approved by the village attorney, or any surety approved by the village board. (1997 Code § 18-14; amd. 2013 Code)

11-1-8: VIOLATIONS; PENALTIES:

- A. Whoever sells, offers for sale, improves by construction of buildings, or leases for any time exceeding five (5) years, any lot, block, parcel, or part of a division of land in the village before there has been compliance with all the requirements of this title shall be fined as provided in section [1-4-1](#) of this code for each lot, block, parcel, division or part thereof so disposed of, offered for sale, improved or leased.
- B. Whoever shall lay out, locate, open, widen or extend or alter the location of any highway, road, street, alley, public ground, toll road, railroad or canal and refuses or neglects to cause a plat thereof, showing the width, courses and extent thereof, and making such reference to known and established corners or monuments that the location thereof may be ascertained, to be made, and recorded in the office of the recorder of deeds within six (6) months after such highway, road, street, alley, public ground, toll road,

railroad or canal is laid out, located, opened, widened or extended or the location thereof altered, shall be fined as provided in section [1-4-1](#) of this code and fined a like sum for every month he shall continue in such refusal or neglect after conviction therefor, to be recovered in the circuit court of the 17th judicial circuit, Boone County, in the name of the village. (1997 Code § 18-15; amd. 2013 Code)

Chapter 2

SUBDIVISION PLATS AND PROCEDURES

11-2-1: PLATTING REQUIRED:

Any person, firm, or corporation shall not subdivide or resubdivide any parcel of land within the corporate limits of the village or within one and one-half (1¹/₂) miles of said corporate limits but not within the corporate limits of any other municipality or within the jurisdiction of another municipality acting pursuant to the Illinois Compiled Statutes, unless a subdivision plat has been reviewed by the board of trustees, with recommendation for approval by the plat officer and approved by the village president and board of trustees as stated by this title. Exemptions to this established procedure are as stated in section [11-2-2](#) of this chapter. (1997 Code § 18-7)

11-2-2: EXEMPTIONS FROM PLATTING PROCEDURE:

A. Exemption A: The following shall be exempt from the platting and procedural requirements of this title:

1. The division of land into parcels each greater than five (5) acres in size and which does not involve any new streets or easements of access.
2. The sale or exchange of parcels of land between owners of contiguous and adjoining land.
3. The conveyance of parcels of land or interests therein for use as a right of way for railways or other public utility facilities which does not involve any new streets or easements of access.
4. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with public use.
5. Conveyances made to correct descriptions in prior conveyances. (1997 Code § 18-8)
6. The preparation of a plat for wind energy devices under 35 Illinois Compiled Statutes 200/10-620. (2013 Code)

B. Exemption B:

1. Enumerations Of Exemptions: The following shall be exempt from the platting and procedural requirements of this title; except, that a boundary map and pertinent standards of this subsection shall apply:
 - a. The division of land into two (2) parcels, either of which is less than five (5) acres, and which does not involve any new streets or easements of access.

- b. The division of a lot of less than one acre in a recorded subdivision which does not involve any new street or easement of access; provided, that the division complies with the regulations of the zoning ordinance.
- c. The sale or exchange of portions of a lot of less than one acre in a recorded subdivision which does not involve any new street or easement of access; provided, that the portion of a lot to be sold or exchanged complies with the regulations of the zoning ordinance.
- d. The sale or exchange of portions of parcels of land less than five (5) acres between owners of contiguous and adjoining land.

2. Boundary Map:

- a. A boundary map shall be prepared by a registered Illinois land surveyor. Such boundary map shall be drawn with waterproof, nonfading black ink on tracing cloth or good quality tracing paper. Acceptable boundary map dimensions are eight and one-half inches (8¹/₂") wide by eleven inches (11") long, eight and one-half inches (8¹/₂") wide by fourteen inches (14") long or a size acceptable to the county recorder. No such boundary map shall be entitled to record or have validity until it has been signed by the plat officer. The plat officer shall keep a copy of such boundary map. After two (2) such boundary maps dividing a tract of land in one ownership at the effective date hereof have been signed by the plat officer, he shall not sign another boundary map dividing such land. Further division of such land shall be recorded only by means of a map or plat of subdivision as provided in this title, which map or plat of subdivision shall include all parcels previously divided off by such boundary map. Where possible, all street right of way widths shall be a minimum of sixty six feet (66'). A boundary map of property adjacent to a street with insufficient right of way shall show on the face thereof additional right of way. Additional right of way shall be determined by the plat officer. A deed and a title policy guaranteeing village ownership of said property shall be transmitted with the boundary map to the plat officer. The plat officer shall retain the title policy and record the deed. Exceptions to this requirement shall be determined by the village board based on evidence presented by the property owner that the community interest would not benefit.
- b. The boundary map shall be endorsed by the county health department with respect to all sewer and water facilities, certifying that same comply with all rules, regulations and requirements of local government, regional, state and national authorities.
- c. Prior to approval, at the discretion of the plat officer, the boundary map may be referred to any utility or other agency involved.
- d. A copy of the recorded boundary map shall be made available to the plat officer by the property owner, registered land surveyor or representative of same.
- e. The following certificates and affidavits shall appear on the boundary map:

(1) Certification By Surveyor:

(Legal Description)

I hereby certify that I have surveyed the above described property for the purpose of locating the boundaries and corners thereof and that the attached plat is a true and correct representation of said survey. Dimensions are given in feet and decimals of a foot unless otherwise specified.

Given under my hand and seal this , day of , A.D. 20_.

Registered Land Surveyor No.

(2) Certification By County Clerk:

I , County Clerk of Boone County in the State of Illinois, DO HEREBY CERTIFY that I find no delinquent general taxes, delinquent special assessment or unpaid current special assessment against the land described in this boundary map.

In witness whereof, I have hereunto set my hand and the seal of the County of Boone this day of , A.D. 20_.

COUNTY CLERK

(3) Certification By Engineer For Village:

Approved by the Village of Capron Plat Officer, this day of , A.D. 20_.

*Engineer for the Village
PLAT OFFICER*

(4) Certification By County Recorder:

*Filed for record this day of , 20_A.D. at o'clock .M.,
Recorded in Book of Plats, Page and examined.
Document Number*

COUNTY RECORDER

(1997 Code § 18-8)

11-2-3: REVIEW OF PLAT PLANS AND SITE PLANS:

The engineer for the village shall review and examine all plat and site plans within the jurisdictional limits of the village to ensure the conformity with the principals, standards and requirements set forth in this title and this code. Review and examination shall include, but not be limited to, preliminary subdivision plats, commercial site plans, industrial site plans and apartment site plans. The cost incurred by the village from the engineer for the village shall, upon the engineer's completion, be reimbursed to the village by the developer, project owner or site owner. (1997 Code § 18-8)

11-2-4: PROCEDURE:

Except as outlined in section [11-2-2](#) of this chapter, the procedure detailed in this section [11-2-4](#) shall be followed by subdividers in order to gain official approval for, and recording of, subdivision layout. (1997 Code § 18-10)

11-2-4-1: ZONING:

Final approval shall not be granted to a subdivision unless it complies with all requirements of the village zoning ordinance, with consent of the village board of trustees. (1997 Code § 18-10; amd. 2013 Code)

11-2-4-2: PRELIMINARY CONFERENCE:

The subdivider shall contact the plat officer in order to schedule a preliminary conference about his/her particular intentions and problems. A sketch map showing the following information shall be brought to such conference: the boundaries of the property to be subdivided; existing easements and covenants affecting the property; land characteristics, such as natural drainage, swamp areas, and wooded areas; and development characteristics such as surrounding streets, existing buildings, and available community sewer, water and other utilities. (1997 Code § 18-10)

11-2-4-3: TENTATIVE PLAT:

A. Approval Of Tentative Plat:

1. Within six (6) months following the conference with the plat officer or such greater time as the plat officer shall designate, the subdivider may submit a tentative plat or map of subdivision and fifteen (15) reproductions thereof to the plat officer for conditional approval. The plat officer shall refer reproductions of the plat to any or all of the following review agencies as appropriate:

Capron fire protection district.

Commonwealth Edison Company.

County department of public health.

County highway department.

County soil and water conservation district.

Engineer for the village.

General Telephone & Electric.

Illinois department of transportation.

North Boone district no. 200 board of education.

Northern Illinois Gas Company.

The township highway commissioner.

U.S. post office.

Village attorney.

2. Upon receipt of the above review agency comments, the plat officer shall schedule the tentative plat on the next available village board of trustees agenda for review and comment. In addition to review agency concerns and plat officer recommendations, conditional approval of a tentative plat shall be granted by the plat officer upon conformity with all pertinent laws, rules, and regulations, and particularly with the technical requirements of [chapter 5](#) of this title. Conditional approval shall be construed to be an expression of approval of the general layout submitted on the tentative plat as a guide to the preparation of the final plat and to be assurance to the subdivider that his/her final plat will be approved if it conforms to the terms and conditions of the approved tentative plat.

B. Form And Content: The tentative plat shall show the proposed layout for the whole tract of land owned or controlled by the subdivider and for any adjacent land, the design of which is dependent upon such tract. The tentative plat shall be drawn or printed on paper twenty four inches (24") wide by thirty six inches (36") long at a minimum scale of one hundred feet to one inch (1" = 100'), unless otherwise approved by the plat officer. The tentative plat shall show or be accompanied by the following information:

1. Title And Certificates: Name under which the proposed subdivision is to be recorded, location and position by quarter-quarter section, section, township, range, county and state; names and addresses of the subdivider; notation stating scale, north arrow, and the following certificate:

*State of Illinois
Village of Capron
Approved by Village
Plat Officer this day of
20_A.D.*

2. Topographic Data And Descriptions Of Existing Conditions:

- a. Boundary lines. Approximate angles and distances with reference to a United States land survey corner.
- b. Easements. Location, width and purpose of easements and other existing restrictions, reservations or covenants.
- c. Streets on and adjacent to or extending from the tract. Name and right of way widths and locations; walks, curbs, gutters, culverts, and building setback lines.
- d. Utilities existing on and adjacent to the tract. Location and size of sanitary and storm sewers; location and size of water mains; location of gas lines, fire hydrants and electric and telephone lines. If water mains and sewers are not on or adjacent to the tract, indicate the direction and distance to, and size of the nearest ones.
- e. Ground elevations on the tract. Based on the USGS datum plane bench mark, or based on a located concrete monument from which the datum plane is taken. For land that slopes less than approximately two percent (2%), show spot elevations at all breaks in grade, along all drainage channels or swales, and at selected points not more than one hundred feet (100') apart in all directions. For land that slopes more than approximately two percent (2%), show two foot (2') contour intervals.
- f. Other conditions on the tract. Watercourses, marshes, areas subject to inundation, rock outcrop, wooded areas, isolated preservable trees (1 foot or more in diameter), houses, barns, shacks, and other significant features.
- g. Other conditions on adjacent land. The approximate direction and gradient of ground slope, including any embankments or retaining walls (this can be shown on a small map at convenient scale or on the location map); character and location of buildings, railroads, power lines, towers, and other nearby nonresidential land uses or adverse influences.
- h. Proposed public improvements. Highways or other major improvements planned by public authorities for future construction on or near the tract according to the information received from the engineer for the village at the preliminary conference.
- i. Location map. A small scale drawing of the section in which the subdivision is situated, and showing the location of the subdivision. This map shall show any lake or stream or the portion thereof to which access is provided from the subdivision, indicating the relation of the subdivision thereto.
- j. Subsurface conditions on the tract. Location and results of tests made to ascertain subsurface soil, rock and groundwater conditions.

3. Subdivider Proposals: All proposals of the subdivider, including:

- a. Streets. Names; right of way and roadway widths; similar data for alleys, if any.
 - b. Rights of way of easements. Location, width and purpose.
 - c. Lot lines and approximate dimensions.
 - d. Sites, if any, for the following: multi-family dwellings, shopping centers, churches, industry, other uses exclusive of single-family dwellings.
 - e. Minimum building setback lines.
 - f. Site data. Tabulation of gross area, street area, not subdivided area, total number of lots, average lot size, typical lot dimensions, linear feet of streets.
 - g. Sites to be reserved or dedicated for parks, playgrounds or other public uses.
 - h. A draft of any protective covenants by which the subdivider may propose to regulate land use in the subdivision and otherwise to protect the proposed development.
4. Other Tentative Plans:
- a. When required by the village board, the tentative plat should be accompanied by profiles showing ground surface and proposed street grades, including extensions for a reasonable distance beyond the limits of the proposed subdivision, typical cross sections of the proposed grading, roadway and sidewalk, and tentative plan of proposed water mains, sanitary and storm sewers with approximate grades and sizes indicated. All elevations shall be based on the USGS datum.
 - b. The engineer for the village shall review all construction plans and specifications within the jurisdictional limits of the village for conformity to the preliminary plat, site plan and village codes. Principals and provisions set forth in this title will be reviewed for compliance. The cost incurred by the village from the engineer for the village shall, upon the engineer's completion, be reimbursed to the village by the developer, project owner or site owner. (1997 Code § 18-10)

11-2-4-4: FINAL PLAT:

A. Approval:

1. Within one year of conditional approval, or such greater time as the village board may designate, the subdivider may submit an intended final plat or map of subdivision and ten (10) reproductions thereof to the plat officer. The final plat, which may constitute only that portion of the tentative plat which the subdivider proposes to record and develop at the time, shall be accompanied by a fee of one hundred dollars (\$100.00) for each lot, subplot or tract of land shown upon final plat, but in no event shall the total fee be less than one thousand dollars (\$1,000.00). (1997 Code § 18-10; amd. 2013 Code)
2. Final approval of a final plat shall be granted by the village board on the basis of its conformity with the tentative plat, as approved, with all pertinent laws, rules, and regulations, and particularly with the technical requirements of [chapter 5](#) of this title.

- B. Filing And Recording: A final plat approved by the village board and signed by the plat officer shall be filed with the county recorder within five (5) workdays of such approval. Two (2) paper prints of the recorded plat shall be provided by the developer to the plat officer within thirty (30) days of the time of recording.

- C. Form And Content: The final plat shall be drawn with waterproof, nonfading black ink on tracing cloth measuring twenty four inches by thirty six inches (24" x 36") or twenty four inches by twenty one and one-fourth inches (24" x 21¹/₄") at a scale of one hundred feet to one inch (1" = 100') or larger. Variation in scale may be allowed when permitted by the county recorder and where necessary for a proper exhibit of a subdivision. When more than one sheet is used for any one plat, the sheets shall be numbered consecutively, and each sheet shall contain a notation showing the whole number of sheets in the plat and its relation to other sheets. Linear dimensions shall be given in feet and decimals of a foot. The final plat shall show on the face thereof:
1. The name of the plat, such name not duplicating the name of any plat previously recorded in the county.
 2. The location and position of the subdivision indicated in each of the following ways:
 - a. By quarter-quarter section, section, township, range, county and state.
 - b. By distances and bearings from true north or angles with reference to a corner or corners established in the United States public land survey.
 - c. By a written legal description of the exterior boundaries of the land as surveyed and divided.
 3. An arrow indicating north; a graphic scale; date of preparation.
 4. Notations in their proper places of all monuments erected, corners and other points established in the field and the materials of which such monuments, corners and other points are composed.
 5. Sufficient surveying data to close the survey and to reproduce any line on the ground. The error of linear closure shall be not more than one in five thousand (5,000).
 6. A graphic presentation of all streets, alleys, blocks, lots, parcels and public grounds into which the land is divided, and of all easements and rights of way.
 7. The length of boundary lines of all streets, alleys, blocks, lots, parcels, public grounds, easements and rights of way or enough information so that the length of these lines can be derived by simple calculation. Where a boundary line is an arc of a circle, the length of the chord shall be shown.
 8. The widths of all streets, alleys, easements and rights of way.
 9. A graphic presentation of the minimum building setback lines on all lots and parcels, and a notation of the distance between such lines and the street right of way line.
 10. The area of each lot or parcel containing an area of one acre or more.
 11. Consecutive numbers on all lots throughout the plat.
 12. The name of each street, printed on the graphic representation of each street, and an appropriate label designating all other easements, rights of way, setback lines and dedications.
 13. Abutting street lines of adjoining subdivisions, shown in their correct locations by dashed lines.
 14. The water elevation of adjoining lakes or streams at the date of survey and a graphic presentation, as well as a notation of, the high water marks of such lakes or streams; all elevations referring to the Rockford datum plane when within one mile of a Rockford or USGS datum plane bench mark, or to a located concrete monument from which the datum plane is taken. Include lines and elevation indicating the 100-year floodplain boundary as designated by the federal emergency management agency.
- D. Certificates And Affidavits: The following certificates and affidavits shall appear on the final plat. They must be duly signed by the appropriate person before the plat is entitled to record.

1. Certification By Surveyor:

I hereby certify that, at the request of the owners, I have surveyed and subdivided according to the annexed plat of subdivision; a part of the quarter of the quarter of section township north, range East of the principal Meridian, bounded and described as follows:

(Legal Description)

Dimensions are given in feet and decimals of a foot iron pins $\frac{3}{4}$ inch in diameter and 4 feet long have been found or set at all points marked on the plat with a , and iron pins $\frac{5}{8}$ inch in diameter and 3 feet long have been found or set at all other lot corners. Dimensions along curved lines represent a chord measurement.

I further certify that the land above described is situated within the corporate limits of the Village of Capron, Illinois.

I further certify that no part of this plat to be recorded is situated within 500 feet of any surface drain or watercourse serving a tributary area of 640 acres or more. "Given under my hand and seal this day of A.D. 20_.

Illinois Land Surveyor

Registered Land Surveyor No.

2. Certification Of Dedication By Property Owner:

As owner(s), I (we) hereby certify that I (we) have caused the land described in the foregoing affidavit of the surveyor, to be surveyed, divided, and mapped as presented on this plat. All streets, alleys, walkways, parks, playgrounds and school sites shown on this plat are hereby dedicated to the public purposes, and all easements shown are subject to the easements provisions hereon.

Owner(s)

3. Certification By Notary Public:

I, , a Notary Public in and for the County of Boone, in the State of Illinois do hereby certify that personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and delivered said instrument and (severally) acknowledged that he (they) signed, sealed as his/her (their) free and voluntary act for the uses and purposes herein set forth.

Given under my hand and Notarial Seal this day of , A.D. 20_.

NOTARY PUBLIC

4. Certification By Village Clerk:

This is to certify that the Board of Trustees of the Village of Capron did, at its meeting of the day of , 20_, approve the annexed vacation and direct the Village Plat Officer to certify final approval for and in the name of the Village of Capron in the State of Illinois, upon evidence of a receipt of the Village Treasurer in the amount of \$_.

VILLAGE CLERK

5. Easement Provision:

An easement is hereby reserved for and granted to the designated governmental bodies and public utilities or cable television companies with the necessary authorizations and for franchises and their respective successors and assigns within the area as shown by dotted lines on the plat and marked "Easement", to install, lay, construct, renew, operate and maintain storm and sanitary sewers, pipes,

conduits, cables, poles, and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other properties with telephone, electric, gas, and other utility service or cable television service; also they are hereby granted, subject to pertinent Village Ordinances, the right to use the streets for said purposes, the right to install required service connections over or under the surface of each lot to enter upon the subdivided properties for all such purposes, and the right to enter upon the lots at all times to install, lay, construct, renew, operate, and maintain within said easement area said storm and sanitary sewers, pipes, conduits, cables, poles, wires, braces, guys, anchors and other equipment and finally the right is hereby granted to cut down and remove or trim and keep trimmed any trees, shrubs or saplings that interfere with any of the said public utility equipment or cable television equipment installed on said easement. No permanent buildings or trees shall be placed on said easement, but same may be used for gardens, shrubs, landscaping and other purposes that will not then or later interfere with the aforesaid uses or rights herein granted.

6. Certification By Plat Officer:

All streets shown herein have been graded, drained and surfaced and all drainage structures have been built, as required, or have been provided for by bond contract or escrow agreement approved by the Board of Trustees.

Dated this day of , A.D. 20_.

VILLAGE PLAT OFFICER

7. Certification By Village President:

This is to certify that the Board of Trustees of the Village of Capron, Illinois has reviewed and approved the annexed plat of and hereby authorizes it to be recorded.

In witness whereof, I have hereunto set my hand this day of A.D. 20_.

PRESIDENT OF THE BOARD OF TRUSTEES

8. Certification By County Recorder:

Filed for record this day of 20_, at o'clock M. Recorded in Book of Plats. Page and examined.

COUNTY RECORDER

Document Number

9. Certification By Lienholder:

As lienholder(s) of record, I (we), upon behalf of myself (ourselves), successors and assigns, hereby join in the dedication to the public for public purposes of all streets, alleys, walkways, parks, playgrounds, and school sites shown on this plat, and further join in the dedication of all easements shown on this plat subject to the easement provisions hereon.

LIENHOLDER

10. Certification By Engineer For Village:

Facilities and structures for the orderly runoff or detention of rain and melting snow have been designed in accordance with the "Storm Water Detention Regulation" of the Village for this subdivision and have been approved by the Engineer for the Village.

NAME

Illinois Registered Professional Engineer No.

(1997 Code § 18-10)

Chapter 3 VACATION OF SUBDIVISION

11-3-1: PROCEDURE:

- A. The vacation of plats or parts of plats shall follow the procedure required for final plats of subdivisions. Final approval of an instrument of vacation shall, however, be automatically referred to the village board.
- B. The plat officer shall transmit to the village board, along with his recommendation on the instrument of vacation:
 - 1. A statement of fact explaining the grounds for his recommendation; and
 - 2. A recommendation respecting the monetary remuneration to be paid to the village treasurer in the consideration of any public property involved in the vacation.
- C. Instruments of vacation not approved by the plat officer shall, upon the request of the petitioner, be submitted to the village board with the reasons for disapproval. After reviewing the evidence, the village board may determine the monetary remuneration to be paid in consideration of public property, if any, involved in the vacation, and direct the plat officer to certify approval of the instrument of vacation. (1997 Code § 18-9)

11-3-2: STANDARDS:

A vacation shall not be approved that creates conditions that would not be permitted under the requirements of this title in newly created subdivisions, unless such vacation would, at the same time, correct other and more serious conditions detrimental to the public health, safety, comfort, morals and the general welfare. No vacation shall be approved unless it provides easements for existing public utilities within the confines of the vacated area. (1997 Code § 18-9)

11-3-3: CONTENTS OF VACATION DOCUMENT:

The instrument of vacation shall consist of:

- A. A written description, referring to an attached copy of the recorded plat, of the plat or part thereof to be vacated, and a written statement declaring same to be vacated.
- B. An attached copy of the recorded plat, all or a part of which is to be vacated. If only part of the plat is to be vacated, such part shall be shaded and outlined with a heavy line.

C. The following certificates duly executed:

1. Certification By Owners: Certification by the owners shall include all of the owners of land in and adjacent and contiguous to the part of the plat to be vacated.

As owner to the following described property, to-wit (description by reference to attached plat) I (we) hereby petition the Village Board of Trustees of the Village of Capron, Illinois, to approve the above described vacation.

(Owner) (Parcel) (Date)

2. Certification By Notary Public:

I, , a Notary Public in and for the County of Boone, in the State of Illinois do hereby certify that personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and delivered said instrument and (severally) acknowledged that he (they) signed, sealed as his/her (their) free and voluntary act for the uses and purposes herein set forth.

Given under my hand and Notarial Seal this day of A.D. 20_.

NOTARY PUBLIC

3. Certification By Engineer For Village

I hereby certify that this vacation is approved.

ENGINEER FOR THE VILLAGE *Date*

4. Certification By Village Clerk:

This is to certify that the Board of Trustees of the Village of Capron did, at its meeting of the day of , 20_ , approve the annexed vacation and direct the Village Plat Officer to certify final approval for and in the name of the Village of Capron in the State of Illinois, upon evidence of a receipt of the Village Treasurer in the amount of \$_.

VILLAGE CLERK

5. Certification By Plat Officer:

The annexed vacation is hereby approve this day of , 20_.

PLAT OFFICER

6. Certification By County Superintendent Of Highways:

The annexed vacation is hereby approved this day of , 20_.

COUNTY SUPERINTENDENT OF HIGHWAYS

7. Certification By District Engineer Of Illinois Department Of Transportation:

The annexed vacation is hereby approved this day of , 20_.

*DISTRICT ENGINEER OF THE
ILLINOIS DEPARTMENT OF
TRANSPORTATION*

8. Certification By Public Utility Involved:

I, (office) of (Name of Public Utility), hereby approve the annexed vacation this day of 20_.

*(State capacity with the
public utility)*

9. Certification Of Recording Official:

Filed for record this day of , 20_, at o'clock M. Recorded in Book of Plats. Page and examined.

*COUNTY RECORDER
Document Number*

(1997 Code § 18-9)

11-3-4: FEES:

A fee for vacation of streets or alleys shall be paid by the petitioner, such fee to be paid for each square foot of land sought to be vacated, multiplied by the average of the full fair cash market value per square foot of the premises adjacent thereto. Such full fair cash market value shall be that currently used for tax assessment purposes. For vacation of lots or sublots, the petitioner shall deposit five hundred dollars (\$500.00) for review fees, to be replenished as necessary. Any remaining balance shall be refunded. All such vacation fees shall be paid to the village treasurer before final approval is certified by the plat officer. (1997 Code § 18-9; amd. 2013 Code)

11-3-5: RESUBDIVISION IN LIEU OF VACATION:

It shall not be necessary to vacate a plat or part thereof in order to proceed with a resubdivision of such plat or part thereof. Resubdivision, according to the procedure and standards for subdivision required by this title, shall automatically constitute vacation of a prior plat or part thereof; provided, that monetary remuneration shall be paid to the village treasurer in consideration of the excess of public property vacated over that rededicated in the replat; and provided further, that any such resubdivision shall not vacate any prior public utility easement arising from a prior plat or separate grant of easement. (1997 Code § 18-9)

11-3-6: CANCELLATION OF BONDED CONTRACTS:

Bonded contracts for the improvement of platted streets or alleys shall be automatically canceled upon vacation of such platted streets or alleys. (1997 Code § 18-9)

11-3-7: TAXES AND SPECIAL ASSESSMENTS PAID PRIOR TO VACATION:

A petition to vacate a subdivision shall contain evidence of the payment of all taxes and special assessments levied against the property. (1997 Code § 18-15)

Chapter 4 REQUIRED IMPROVEMENTS

11-4-1: IMPROVEMENTS OR GUARANTEE REQUIRED:

After conditional approval has been granted, but before the final plat is submitted for final approval, the subdivider shall either: a) install all improvements specified in this chapter; or b) deliver to the village board, in duplicate, a signed contract covering all such improvements and an acceptable surety bond guaranteeing the completion of such improvements contracted for within three (3) years from the date of such contract; or c) submit an escrow agreement placing one hundred fifteen percent (115%) of the estimated cost of labor and materials for the improvements (as approved by the engineer for the village) in a bank account whereby the improvements are guaranteed to be installed within a given time limit or else the village may use said funds in escrow to contract for the installation of said improvements; or d) submit an undertaking in lieu of a completion bond to be executed by the developer to establish the relationship and obligations between the village and irrevocable letter of credit in a form to be approved by the village attorney, whereby the undertaking in lieu of a completion bond and irrevocable letter of credit will cover one hundred fifteen percent (115%) of the estimated cost of the labor and materials for the improvements (as approved by the engineer for the village). Vacation of a plat or of a portion of a plat will dissolve the corresponding bond obligation, escrow, undertaking in lieu of completion bond providing for an irrevocable letter of credit, or portion thereof, or any surety approved by the village board.

A. Undertaking In Lieu Of Completion Bond Form:

*SUBDIVIDER'S UNDERTAKING IN LIEU OF COMPLETION BOND
WITH THE VILLAGE OF CAPRON, ILLINOIS*

KNOW ALL MEN BY THESE PRESENTS, that (Subdivider or Corporate name), whose address is: is hereinafter referred to as "SUBDIVIDER" is hereby bounded to the Village of Capron, hereinafter referred to as "Village" in the penal sum of (\$_) lawful money of the United States of America, for payment of which it does here bind itself and its successors and assigns firmly by these presents.

WHEREAS, Subdivider, has agreed to construct all public improvements located in Plat (Number) of (Title) in accordance with the Village Subdivision Ordinance and specifications as approved by the Village of Capron, and as set forth on the Cost Estimate prepared by (Project Engineer) dated , 20_, set forth as Job No. , a copy of which is attached hereto and made a part hereof.

NOW, THEREFORE, the condition of his/her obligation is such, that if Subdivider, shall construct all public improvements located in Plat (Number) of (Title) in accordance with the Village Subdivision Ordinance and the plans and specifications as approved by the Village, and as set forth on the attached Cost Estimate prepared by (Project Engineer) dated 20_, Job No. , and shall save the Village harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise, it shall remain in full force and effect, and it shall be secured, as surety, by an Irrevocable Commercial Letter of Credit in the amount of (\$_), No. , dated: , 20_, from (Name of Financial Institution) a copy of which is also attached hereto, and the conditions of which are hereby incorporated herein and made a part hereof.

The principal of this Bond, (Subdivider or Corporate Name) further agrees as follows:

1. An Irrevocable Letter of Credit in the amount of 115 percent of the cost estimate as set forth in the attached Exhibit "A", prepared by , as approved by the Engineer for the Village, shall be furnished by the Subdivider to complete all the work as hereinabove guaranteed.

Subdivider guarantees the workmanship and materials of said above-listed improvements to be installed upon the site for a period of one year after official acceptance by the Village. The Irrevocable Letter of Credit shall terminate one year after acceptance by the Village.

The Subdivider agrees to make the necessary repairs to said improvements due to defects of workmanship or materials caused by the Subdivider, or subcontractors or material supplies, but not for repairs caused or necessitated by Acts of God, or any acts of omissions beyond the control of the Subdivider during the one year period.

2. The Irrevocable Letter of Credit shall be retained for the percentage estimated in writing from time to time, by the Engineer for the Village as needed to protect the Village in conjunction with the Cost Estimate attached marked Exhibit "A" and made a part hereof until one year after acceptance of said improvements by the Village; at which time said improvements shall meet the Village Subdivision Ordinance in effect on , 20_, and approved by the Engineer for the Village in writing. The Irrevocable Letter of Credit shall be released as to any further obligations.

Dated this day of , 20_.

By:

President/Owner

Village of Capron, Illinois

By:

President of the Board of Trustees

By:

Plat Officer

ATTEST:

Village Clerk

(1997 Code § 18-11)

B. Letter Of Credit:

1. Criteria: All letters of credit shall be in a form substantially similar to the form provided in subsection B2 of this section and shall further conform to the following:
 - a. All letters of credit shall be irrevocable. (Ord. 11-02, 3-14-2011)
 - b. All letters of credit shall be in an amount not less than one hundred fifteen percent (115%) of the estimated costs of the labor and materials for the public infrastructure improvements (as approved by the engineer for the village). Estimated costs shall be based on unit prices that are comparable to unit prices that the village would be expected to pay if it were publicly bidding the public infrastructure improvements. (Ord. 11-02, 3-14-2011; amd. 2013 Code)
 - c. Ten percent (10%) of the total amount of the letter of credit shall be retained by the village until all public infrastructure improvements have been completed and accepted by the village. Until such time as all public infrastructure improvements have been accepted by the village, the village may

draw upon said ten percent (10%) of the total amount of the letter of credit to provide for necessary maintenance and/or safety items within the subdivision which are not being adequately provided by the developer, including, but not limited to, soil erosion controls, fencing around open foundations, and street maintenance. Prior to drawing on said ten percent (10%) of the total amount of the letter of credit, the village shall provide the developer with written notice specifying the maintenance and/or safety items which are not being adequately provided by the developer. If the developer does not address the maintenance and/or safety items identified in said notice within seven (7) days of the date of mailing of the notice and to the reasonable satisfaction of the village, the village may then draw down on said ten percent (10%). (Ord. 11-02, 3-14-2011)

2. Form:

(Letter Head)

IRREVOCABLE COMMERCIAL LETTER OF CREDIT

Amount: _____ No:

Date:

*Village Board of Capron
Capron, IL 61012*

Gentlemen:

WE HEREBY OPEN our Irrevocable Commercial Letter of Credit Number in your favor, available to you on behalf of (Subdivider or Corporate Name) whose address is: , hereinafter referred to as "SUBDIVIDER," for a total sum of (\$), to be accepted by your signed statement that drawing of funds by you upon this Letter of Credit is due to the default or failure to perform by the Subdivider the following improvements on or before (day/month/year).

The construction of (list public improvements) located in Plat No. in (name of subdivision) as set forth in the attached cost estimate prepared by (project engineer) dated: , set forth as Job No. , a copy of which is attached hereto, marked "Exhibit A" and made a part hereof.

The Engineer for the Village of Capron will notify the bank in writing, when either:

*1. The improvements have been timely and satisfactorily completed and the credit may be released;
or*

2. The Subdivider has failed to perform or is in default.

All drafts drawn under this Letter of Credit must be marked: "Drawn under (name of financial institution), N.A., Letter of Credit Number "

This credit is valid until (day/month/year) and drafts drawn hereunder, is accompanied by documents as specified above, will be honored if presented to the main office of (name of financial institution), N.A. whose address is: on or before that date.

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

We hereby engage with drawers that drafts drawn and negotiated in conformity with the terms of this Letter of Credit will be honored on presentation.

This credit is subject to the Uniform Customs and Practices of Documentary Credits (1984 Revision) International Chamber of Commerce Brochure No. 400.

Neither this letter nor the credit hereby established is negotiable, or otherwise transferrable without the written consent of (name of financial institution).

Sincerely,

(name, title)

(1997 Code § 18-11)

11-4-2: MONUMENTS:

- A. Iron pins three-fourths inch ($\frac{3}{4}$ ") in diameter and four feet (4') long shall be placed at all block corners, angle points of streets and of exterior boundaries, points of tangency of curbed lines, points at which street lines intersect the exterior lines of the subdivision, and at such intermediate points as are required by the engineer for the village.
- B. Iron pins five-eighths inch ($\frac{5}{8}$ ") in diameter and three feet (3') long shall be placed at all lot corners and at such intermediate points as are required by the engineer for the village. (1997 Code § 18-11; amd. 2013 Code)
- C. Monuments shall be placed at all lake or stream ends of lot lines. Such monuments shall be placed flush with the ground at the point of intersection of such lake or stream lot line with a line which is established along the shore not less than twenty feet (20') back from the ordinary high water mark of such lake or banks of such stream. (1997 Code § 18-11)

11-4-3: TOPSOIL PROTECTION:

Topsoil moved during the course of construction should be redistributed evenly, and shall be a depth of not less than two inches (2"). (1997 Code § 18-11)

11-4-4: STREET AND UTILITY IMPROVEMENTS:

- A. General Provisions: All street and utility improvements shall conform to the specifications and requirements of the engineer for the village. These improvements shall not be accepted for public maintenance until approved by the engineer for the village. Cross sections and profiles of streets showing grades acceptable to the engineer for the village and plans and profiles of storm and sanitary sewers, dry wells, stormwater detention facilities and water mains, where the installation of these improvements is contemplated, generally, will be requested. Street and utility improvements shall be provided in each new subdivision in accordance with the standards and requirements described in the schedule set out in subsection B of this section for the type of development indicated.

B. Development Type:

1. For all residential lots where public sanitary sewers and water is available, standard A.
2. For residential lots where public sanitary sewers and/or water is not available, standard B.
3. The engineer for the village shall periodically, during the course of construction within the customary and good practice of engineering, inspect all facets of construction to ensure compliance with the plans and specifications within the jurisdictional limits of the village. The engineer for the village shall not be responsible for staking, grades, laboratory test or mix designs. However, the engineer shall be provided with copies of all test reports and mix design certificates. The engineer for the village shall attend project conferences at any reasonable time when requested by the project owner. Recommendation for final acceptance shall be given only when the engineer for the village has made final inspection and received all test reports. The cost incurred by the village from the engineer for the village shall, upon the engineer's completion, be reimbursed to the village by the developer, project owner or site owner.

Standard A And B

1. Residential Streets: All streets shall be graded to the full width of the right of way, and the adjacent side slopes shall be graded to blend with the natural lay of the land and to provide reasonable access for vehicular traffic to each lot of the subdivision, to the satisfaction of the engineer for the village and in accordance with the Illinois department of transportation specifications, as amended from time to time.

Standard A:

- a. Curb, Gutter And Sidewalks: Curb, gutter and sidewalks shall be provided. They shall be built of integral concrete construction, according to standard design, and shall be laid to the proper grade as approved by the engineer for the village and in accordance with the Illinois department of transportation specifications, as amended from time to time.
- b. Street Widths: Minimum street widths shall be thirty feet (30') back to back of curb and ten inches (10") of gravel or crushed stone and a three inch (3") bituminous hot mat.
- c. Sidewalks: Sidewalks shall be laid along both sides of the roadway within the public right of way one and one-half feet (1¹/₂') from the property line. Except under unusual conditions, sidewalks and interior block walkways shall be made of concrete five feet (5') wide and not less than five inches (5") thick. At crossings of driveways installed at the time of sidewalk installation, sidewalks shall be six inches (6") thick. Where the right of way is sixty six feet (66') wide and standard A is installed, the sidewalk may be located five feet (5') from the property line. Sidewalks shall be installed prior to occupancy and installation of the driveways.

Standard B:

- a. Pavement: The center twenty six feet (26') or more of the roadway shall consist of a layer of gravel or crushed stone base course ten inches (10") thick after thorough compaction and a two inch (2") bituminous hot mat. Detailed standards of construction shall be prescribed by the engineer for the village. Frost free bank run sand and gravel or comparable granular material shall be used for all trench backfill, or all backfill shall be allowed to settle a minimum of one winter, or such greater time as may be specified by the engineer for the village, before an impervious surface is laid.
 - b. Ditches: Ditches shall be provided on each side of the roadbed for drainage of surface water. Side ditches shall be at least twelve inches (12") deep below the shoulder edge. Side slopes on each side of the drainage ditch along the roadway shall be sloped at the rate of no more than one foot (1') rise to three feet (3') horizontal. Paved ditches may be substituted at the discretion and to the standards of the engineer for the village.
 - c. Sidewalks: Sidewalks are not required.
2. Drainage:

- a. Storm Drainage Generally: Storm drainage improvements consisting of storm sewers and/or open channels shall adequately drain the area being developed and also all of the area which naturally drains through the area being developed. The design of drainage improvements shall be coordinated with present and probable future improvements so as to form part of an integrated system. Stormwater detention facilities shall be designed in accordance with the "Stormwater Detention Regulation" of the county. Appropriate grading may be required.
 - b. Storm Sewers: Storm sewers of adequate design shall be installed as prescribed by the engineer for the village. No storm sewer over thirty six inches (36") in diameter shall be required. Appropriate grading of open channels of capacity to carry runoff from a rain of 10-year frequency may be required in lieu thereof. In general, storm sewer capacity shall be sufficient to provide for the runoff from a storm of 5-year frequency and a rainfall intensity curve of one and three-tenths inches (1.3") per hour as computed by the rational method of design.
 - c. Stormwater Inlets: Stormwater inlets of a standard design shall be installed. They shall be suitable as to type and capacity for the locations where installed and shall be installed in the curb and not in the street.
 - d. Manholes: Manholes of standard design shall be installed to provide access to storm sewers and meet all safety standards.
 - e. Slope: Any storm sewer installed shall have a slope which shall provide a minimum velocity of three feet (3') per second when flowing full.
3. Safety Barricades: The subdivider shall place barricades, as required by the engineer for the village, at the end of streets to be later extended.
 4. Arterial Highways, Secondary Highways, Section Line Roads: Where an arterial highway, secondary highway or section line road is to be improved at greater than minor residential street standards, the subdivider's share in the costs of improvement shall be equal to the cost of a minor residential street in the same location. Standard A shall be utilized for determining the cost of improvements.
 5. Deferred Construction: In the case of sidewalks and whenever else it is deemed necessary by the village board to defer the construction of any improvement required herein, the subdivider shall entrust his/her share of the cost of the future improvement with the village board.
 6. Street Signs: Street signs shall be erected at each intersection. Such signs shall conform to specifications established by the village board. (1997 Code § 18-11)

11-4-5: FINAL LIFT FOR ROADWAY INFRASTRUCTURE IMPROVEMENTS:

Developers shall not install the final lift of asphalt on any street or roadway until:

- A. Eighty percent (80%) of all the homes/buildings within the subdivision have been constructed; or
- B. A minimum of two (2) years (with 2 winters) has passed from the construction of the binder course; or
- C. The village board authorizes the final lift to be installed at an earlier time. (Ord. 11-02, 3-14-2011)

Chapter 5

TECHNICAL REQUIREMENTS

11-5-1: APPLICATION AND INTERPRETATION:

The standard requirements of this chapter shall apply to all new subdivisions of land. These standards shall be interpreted, however, to encourage new and improved design techniques with the object of promoting better subdivisions. (1997 Code § 18-13)

11-5-2: CONFORMITY TO COMMUNITY PLANS:

All subdivisions shall conform to the general and detailed specifications of plans or segments thereof adopted pursuant to the authority contained in 65 Illinois Compiled Statutes, to the village zoning ordinance, and to any other adopted ordinances, resolutions, regulations and plans. (1997 Code § 18-13; amd. 2013 Code)

11-5-3: STREETS:

A. General Design: All streets shall be designed in substantial relation to:

1. Topographical conditions and drainage.
2. Public convenience and safety.
3. The proposed uses of the land to be served by such streets.

B. Publicly Planned Streets: Streets shall be laid out in conformity to street or highway plans officially adopted by the village board. Wherever such a planned street or highway runs through a proposed subdivision, it shall be provided for in the place and with the width indicated on such plan. However, no more than one hundred twenty feet (120') width of right of way dedication shall be required for any street. Any additional right of way specified on the plan shall be reserved for circulation purposes by easement provisions.

C. Section Line Roads: One hundred foot (100') wide streets shall be laid out on section and half section lines, where possible. Where physical obstructions occur or where a more appropriate location can be found, such roads may deviate from section and half section lines; provided, that the required width of one hundred feet (100') is carried through to a suitable connection. Such deviations shall be made only with the consent and approval of the plat officer and the engineer for the village.

D. Alignment And Continuation: Where streets are not a part of the comprehensive plan or officially adopted street or highway plans, the arrangement of the streets in a subdivision shall either provide for the alignment and continuation or appropriate projection of existing principal streets in surrounding areas, or conform to an approved plan for the neighborhood which meets a particular situation where topographic or other conditions make continuance of or conformance to existing streets impracticable.

E. Residential Streets: Minor residential streets shall be laid out so that their use by through traffic will be discouraged.

F. Marginal Access Streets: Where a subdivision borders on or contains a railroad right of way or limited access road right of way, a street shall be located approximately parallel to and at least one lot depth distance from each side of such right of way, or at a distance suitable for the appropriate use of the intervening land, as for park purposes in residential district, or for commercial or industrial purposes in appropriate districts, except where it is deemed necessary that a through street be continued without deflection, or that marginal access streets parallel and adjacent to such right of way be provided. Such distances shall also be determined with due regard for the requirements of approach grades and future grade separations.

G. Natural Features:

1. Streets paralleling streams, rivers, ravines, bluffs, or other similar natural features shall be located approximately one lot depth away from such natural feature in order that the intervening land may be developed into private lots meeting the requirements of this title. The forest preserve district or other local governmental bodies shall have been given a sixty (60) day opportunity to acquire such intervening land prior to final plat approval; provided, that approval of the final plat shall not be delayed more than sixty (60) days after the date notice has been given to such local governmental bodies for reason of their failure to take action.

2. Streets paralleling such natural features and so close to them as to leave an intervening strip of land that cannot be developed into lots meeting the requirements of this title may be permitted; provided, that the intervening land is dedicated to and accepted by the forest preserve district or other governmental bodies. (1997 Code § 18-13)
 3. Lake and stream shore subdivisions shall provide one or more streets or rights of way running to the low water mark at one mile intervals as measured along the lake or stream shore; except, where streets or rights of way already exist, at not more than one mile intervals. The subdivider may place use restrictions on these stub streets for control until such time as a bridge is extended. (1997 Code § 18-13; amd. 2013 Code)
- H. Reserve Strips: Reserve or "spite" strips controlling access to perimeter streets shall not be permitted on the perimeter of a development. Streets shall be located on the edge of or one lot depth away from the edge of the tract, with due consideration being given to adjacent development.
- I. Street Widths: Where not otherwise specified, street right of way widths shall be not less than sixty six feet (66'); except, that sixty foot (60') wide streets may be permitted when such streets are improved with curb and gutter to meet the curb and gutter standards of the village. Where unusual conditions warrant, short streets and courts serving ten (10) lots or less may be platted with a width of sixty feet (60').
- J. Half Streets: Half streets shall not be permitted.
- K. Dead End Streets: Dead end streets, as such, shall not be permitted. Cul-de-sacs designed to be permanent shall not be longer than five hundred feet (500') and shall be provided with a turnaround not less than one hundred twenty feet (120') in diameter at the closed end.
- L. Street Names: Streets that are extensions of, or obviously in alignment with, existing streets, shall bear the names of the existing streets; however, no other street shall bear names that duplicate, or so nearly duplicate, as to be confused with the names of existing streets. In all cases, street names shall have a suffix. (1997 Code § 18-13)

11-5-4: ALLEYS:

Alleys, service courts, and other similar ways shall not be permitted in residential areas. (1997 Code § 18-13)

11-5-5: BLOCKS:

Block lengths shall not exceed one thousand nine hundred feet (1,900'). Excessively short blocks will be discouraged. (1997 Code § 18-13)

11-5-6: LOTS:**A. General Requirements:**

1. All lots shall meet the minimum width, depth, and area requirements of the village zoning ordinance unless otherwise specified. (1997 Code § 18-13; amd. 2013 Code)
2. Where utility sewer and utility water are not provided, the minimum area of any residential lot shall be twenty five thousand (25,000) square feet. The village board may reduce the required minimum area for any subdivision when the developer establishes, to the village board's satisfaction, based upon the report of a registered professional engineer and the opinion of the county health officer, that the public health will be in no way endangered and that the interest of the public will be preserved. However, in no case shall the lot area be less than twenty thousand (20,000) square feet unless stated elsewhere in this title.
3. In single-family residence lots, when the village board has reason to believe that a particular area should not be subdivided for reasons of poor drainage and the possibility of creating health problems, said board may require that additional soil tests be performed. If the tests do not meet the minimum requirements, the area in question shall not be subdivided until utility sewer or utility water is provided.

B. Business And Industrial Lots: Business and industrial areas shall be subdivided into lots of such size and shape as to meet business or industrial needs. Properties reserved or laid out for commercial and industrial purposes shall be large enough to provide for the off street loading and parking facilities required by the type of use and development contemplated.

C. Remnants: Subdivisions shall contain no leftover pieces, corners, or remnants of land.

D. Corner Lots: Corner lots shall be wide enough so that buildings conform with building setback lines on both streets.

E. Street Access: Each lot shall be provided with satisfactory access to a public street by means of frontage on such street. No lot shall front on a street that has been designated by the village board as a "limited access road".

F. Building Setback Lines: Residential building setback lines shall be established at a distance back from each street right of way line equal to no less than one-half ($1/2$) the width of the street right of way and not closer to such line than those established on the same street in adjoining subdivisions. (1997 Code § 18-13)

11-5-7: EASEMENTS:

- A. Utility easements not less than five feet (5') wide shall be provided on each side of all rear lot lines and where required by the utility along side lot lines. Where abutting unsubdivided land or natural features such as a detention pond, the easements shall be ten feet (10').
- B. Easements not less than five feet (5') wide shall be provided along abutting side lot lines where deemed necessary by the department of public works for the purpose of street lighting. The subdivider shall install electrical power lines underground to and through the easement to the proposed locations of said streetlights.
- C. Where the character or topography of the land in a subdivision is such that it is impossible or impractical to place streets so that they carry off the surface water, the appropriate easements along lot lines shall be provided and improved, where necessary, to carry off surface water in open channels or storm sewers.
- D. Where a subdivision is traversed by a watercourse, drainageway, channel or stream, appropriate dedication or easement provisions, with adequate width or construction to accommodate stormwater and drainage through and from the subdivision, shall be made. Where a drainageway carries water from one hundred (100) or more acres of land, such easement of dedication shall conform to the natural drainage channel. A preserved area no more than three hundred feet (300') wide may be required where the drainageway carries water from five hundred (500) or more acres of land.
- E. Minimum vertical elevations for structures, in the form of vertical building lines, may be required in areas which are or may become subject to flooding by surface water. Areas of the subdivision which are subject to inundation from a 100-year storm shall have delineated on the face of the plat dashed lines to indicate same. (1997 Code § 18-13)

Chapter 6

DEDICATION OF SCHOOL SITES OR FEES IN LIEU THEREOF

11-6-1: DEDICATION OR FEES, OR BOTH, REQUIRED:

As a condition of approval of a final plat of subdivision, of a final plat of a planned unit development, or of a final plat of a mobile home park, each subdivider or developer will be required to dedicate land, for school purposes, to serve the immediate and future needs of the residents of the development, or will be required to make a cash contribution in lieu of actual land dedication, or a combination of both, at the option of the village after consultation with the affected district, in accordance with the criteria and formulas found in this chapter. (1997 Code § 18-12)

11-6-2: CRITERIA FOR REQUIRING SCHOOL SITE DEDICATION:

A. Requirement And Population Ratio: The ultimate number of students to be generated by a subdivision or planned unit development shall bear directly on the amount of land required to be dedicated for school sites. The land dedication requirement shall be determined by obtaining the ratio of a) estimated children to be served in each such school classification, over the b) maximum recommended number of students to be served in each such school classification as stated herein, and then applying such ratio to c) the appropriate number of acres for a school site of each such school classification as stated herein. The product thereof shall be the acres of land deemed needed to have sufficient land for school sites to serve the estimated increase in number of children in each such school classification.

B. School Classifications And Size Of School Site:

1. School classifications and size of school sites within the village shall be determined in accordance with the following criteria:

School Classification By Grades	Maximum Number Of Students For Each Such School Classification	Appropriate Number Of Acres Of Land For Each School Site Of Such Classification
Elementary schools, grades kindergarten through 5th (K - 5)	600	16
Junior high school, grades 6th through 8th (6 - 8)	900	30
High school, grades 9th through 12th (9 - 12)	1,500	70
Total for unit (K - 12)	3,000	116

2. 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, Illinois state board of education; "A Report To Belvidere Community Unit School District #100 And North Boone School District #200 On The Costs Of Growth", completed by the Center For Governmental Studies, Northern Illinois University, November 17, 1996, and the unique characteristics of the county including its generally rural character and its open spaces and the desire of its 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 in accordance with section [11-6-9](#) of this chapter to the zoning board of appeals. Failure to timely object to these acreage requirements in accordance with section [11-6-9](#) of this chapter shall thereafter waive any right to raise an objection at a later time.

C. Location: The comprehensive school plan and/or the standards adopted by the affected school district shall be used as a guideline in locating sites. (1997 Code § 18-12)

11-6-3: CRITERIA FOR REQUIRING CASH CONTRIBUTION IN LIEU OF SCHOOL SITE:

- A. **General Requirements:** When the development is small and the resulting site is too small to be practical or when the available land is inappropriate for a school site, the village, after consultation with the affected district, shall require the subdivider or developer to pay a cash contribution in lieu of the land dedication. The cash contribution in lieu of school site 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 a school site to serve the immediate or future needs of children from that subdivision or 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 subdivider or developer at the time of platting. If any portion of a cash contribution in lieu of school site is not expended for the purposes set forth herein within thirteen (13) years from the date of receipt, it shall be refunded. If there is more than one record owner of the subdivided land or of the land that comprises the planned unit development, as applicable, such record owners shall share in the refund on a pro rata basis using the latest assessed valuation for all such land. The village may deduct its expenses, constituting five percent (5%) of the amount refunded, in making the refund.
- B. **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 school sites. The fair market value, on a per acre basis, shall assume, unless determined otherwise pursuant to section [11-6-9](#) of this chapter, that the land is zoned residential, subdivided, stubbed with village sewer and water, has all appropriate utilities available, is improved as set forth in sections [11-6-7](#) and [11-6-8](#) of this chapter, and is otherwise property capable of being used for residential development. Based upon a study of real estate transactions in the county for the past three (3) 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 hereof, forty six thousand seven dollars (\$46,007.00) per acre. This figure may annually on the anniversary date of this chapter be adjusted by the village board of trustees. The "fair market value", as defined in this subsection, shall be used in calculating any cash in lieu of land contribution herein unless timely objected to as provided in section [11-6-9](#) of this chapter. Objections to the "fair market value", as defined in this subsection, shall be made in accordance with section [11-6-9](#) of this chapter to the zoning board of appeals. Failure to timely object to the "fair market value", as defined in this section, in accordance with section [11-6-9](#) of this chapter, shall thereafter waive any right to raise an objection at a later time.
- C. **Criteria For Requiring Dedication And A Fee:** There will be situations in subdivisions or planned unit 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 school site (that portion of the land within the subdivision falling within the 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); and 2) a major part of the local school site has already been acquired by the particular district and only a small portion of land is needed from the development to complete the site (the remaining portion shall be required by dedication, and a cash contribution in lieu thereof shall be required). (1997 Code § 18-12)

11-6-4: DENSITY FORMULA:

- A. The following table of population density is generally indicative of current and short range projected trends in family size for new construction and shall be used in calculating the amount of required dedication of acres of land or the cash contributions in lieu thereof unless a written objection is filed thereto by the subdivider or developer:

TABLE OF ESTIMATED ULTIMATE POPULATION PER DWELLING UNIT

Type Of Unit	Children Per Unit					Total Children Per Unit	Adults Per Unit	Total Persons Per Unit
	Preschool	Elementary Grades K - 5	Junior High Grades 6 - 8	Total Grades K - 8	High School Grades 9 - 12			
Detached single-family:								
2 bedroom	0.102	0.122	0.041	0.163	0.020	0.285	1.694	1.979
3 bedroom	0.254	0.346	0.138	0.484	0.142	0.88	1.921	2.801
4 bedroom	0.413	0.470	0.303	0.773	0.303	1.489	2.142	3.631
5 bedroom	0.236	0.314	0.231	0.545	0.212	0.993	2.637	3.630
Attached single-family:								
1 bedroom	0.000	0.000	0.000	0.000	0.000	-	1.068	1.068
2 bedroom	0.092	0.095	0.077	0.172	0.037	0.301	1.776	2.077
3 bedroom	0.231	0.237	0.064	0.301	0.066	0.598	1.805	2.403
4 bedroom	0.332	0.345	0.155	0.500	0.168	1.000	2.243	3.243
Apartment:								
Efficiency	0.000	0.000	0.000	0.000	0.000	-	1.360	1.360
1 bedroom	0.000	0.002	0.001	0.003	0.001	0.004	1.749	1.753
2 bedroom	0.042	0.082	0.041	0.123	0.042	0.207	1.614	1.821
3 bedroom	0.050	0.230	0.123	0.353	0.116	0.519	2.499	3.018
		Grades K - 6	Grades 7 - 8	Grades 9 - 12				
Mobile homes:								

	1 bedroom/2 bedroom		0.19	0.02	0.085				
	3+ bedrooms		0.48	0.13	0.15				

Illinois School Consulting Service/Associated Municipal Consultants, Inc., Naperville, Illinois, 1993 and "A Report To Belvidere Community Unit School District #100 And North Boone School District #200 On The Costs Of Growth", completed by the Center for Governmental Studies, Northern Illinois University, November 17, 1996.

B. A bedroom, as used in this section, shall include any room other than a kitchen (1 per unit), a dining room (1 per unit), a living room (1 per unit), a bathroom, and a family room (1 per unit), provided the family room is at least the same size or larger than the living room or there is no living room but only a family room.

C. In the event a subdivider or developer files a written objection to the table of estimated ultimate population in subsection A of this section, he shall submit his own demographic study showing the estimated additional population to be generated from the subdivision or planned unit development, and in that event, final determination of the density formula shall be made in accordance with section [11-6-9](#) of this chapter. This table of estimated ultimate population per dwelling unit shall be used in calculating any cash in lieu of land contribution herein unless objected to as provided in section [11-6-9](#) of this chapter. Objections to the table of estimated ultimate population per dwelling unit shall be made in accordance with section [11-6-9](#) of this chapter to the zoning board of appeals. Failure to object to the table of estimated ultimate population per dwelling in accordance with section [11-6-9](#) of this chapter shall thereafter waive any right to raise an objection at a later time. (1997 Code § 18-12)

11-6-5: RESERVATION OF ADDITIONAL LAND:

When the comprehensive plan or the standards of the village indicate the necessity for providing a larger amount of school sites within the proposed subdivision, planned unit development, or mobile home park than the developer is required to dedicate pursuant to this chapter, the land needed beyond the developer's contribution shall be set aside and reserved and designated by the developer for subsequent purchase by the village or other public body designated by the village; provided, that such acquisition is made by purchase or commencement of condemnation proceedings within one year from the date of approval of the final plat. (1997 Code § 18-12)

11-6-6: COMBINING WITH ADJOINING DEVELOPMENTS:

If the subdivision, planned unit development, or mobile home park is less than forty (40) acres, public open space or a school site that is to be dedicated should, if possible, be combined with dedications from adjoining developments in order to produce usable recreation areas and/or school sites without hardship on a particular developer. (1997 Code § 18-12)

11-6-7: TOPOGRAPHY AND GRADING:

The slope, topography, and geology of the dedicated site, as well as its surroundings, must be suitable for its intended purpose. Wetlands, floodplains, floodways, detention areas, retention areas, and areas of steep slope shall not be accepted as school sites and shall not serve as a credit toward the required school site cash in lieu of land contribution. (1997 Code § 18-12)

11-6-8: IMPROVED SITES:

All sites shall be dedicated in a condition ready for full service of electrical, water, sewer, and streets (including enclosed drainage and curb and gutter), as applicable to the location of the site, and shall otherwise comply with the requirements of this title. The landscaping normally included within the definition of "improved" sites under this title may be deleted due to the delay time between dedication of any such school site and the construction of school facilities thereon. (1997 Code § 18-12)

11-6-9: OBJECTIONS:

A. General Procedure: All objections relating to acreage requirements, presumptions as to fair market value, the table of estimated ultimate population per dwelling unit or any other application of this chapter to a particular subdivision or planned development, shall first be referred to the zoning board of appeals for hearing. An objection must be made, if at all, prior to the approval by the village of the final plat. A failure to object by such time shall constitute a waiver of the right to object to the provisions of this chapter.

B. Duties Of Village Officials:

1. Zoning Board Of Appeals:

a. The zoning board of appeals shall serve in an advisory capacity and shall have the following duties: Advise and assist the village in resolving an objection regarding the table of ultimate population in section [11-6-4](#) of this chapter, the size of the school sites in sections [11-6-2](#) and [11-6-3](#) of this chapter, the fair market value of the land used to calculate the cash contribution in section [11-6-3](#) of this chapter or any other application of this chapter to a particular subdivision, planned development, or mobile home park.

b. The village shall adopt procedural rules to be used by the zoning board of appeals in carrying out the duties imposed by this chapter.

2. Other Village Officials: The village will cooperate with the zoning board of appeals in fulfilling its duties herein. The village makes available to the zoning board of appeals all professional reports relating to the table of ultimate population, the size of the school sites, and the fair market value of land used in calculating these fees. The zoning board of appeals may also retain the services of professionals (attorneys, appraisers, statisticians, etc.) to assist them in their review of issues raised by any objection.

C. Procedure For Resolving Objection:

1. Upon receipt of an objection, the village clerk shall place the same on the next regular agenda of the village board of trustees. Thereafter, the village board of trustees shall forward the objection to the zoning board of appeals, and the zoning board of appeals shall establish a hearing date.

2. The zoning board of appeals shall provide notice of the hearing date to consider the objection by

notifying affected school districts and the objector by certified mail, return receipt requested, of the filing of the objection and of the time and place of the hearing regarding same. The notice shall be mailed, with postage prepaid, at least thirty (30) days prior to the date set for hearing.

3. A public hearing shall be held for the consideration of the objection. Any affected school district shall be allowed to participate in such hearing as a party thereto to present evidence, cross examine witnesses and make arguments to the zoning board of appeals regarding the issues raised in the objection. The zoning board of appeals shall make a recommendation to adopt, reject in whole or in part, or modify the objection presented at the hearing, by written report to the village, within sixty (60) days after the hearing. The village shall then have at least sixty (60) days to approve, disapprove, or modify, by ordinance or resolution, the findings in this chapter as it pertains to the development in question.

D. Costs And Fees: The objector shall bear all costs of a hearing before the zoning board of appeals including attendance fees paid the zoning board of appeals members, notification costs, professional consultants and any other expenses. Before a hearing date is set, the objector shall deposit with the village a ten thousand dollar (\$10,000.00) escrow to cover these costs, which shall be replenished monthly by the objector after payment of any outstanding expenses incurred by the village. (1997 Code § 18-12)

11-6-10: ANNEXATIONS:

The dedication of land or cash contribution in lieu thereof required by this chapter shall also be required as a condition to the annexation of any land to the village, and provisions therefor shall, at a minimum, be incorporated in any annexation agreement governing such land. However, the village reserves the right to negotiate dedication of land or cash in lieu of land, or a combination thereof, greater than those set forth herein. (1997 Code § 18-12)

11-6-11: INDEMNIFICATION:

As a precondition to the village collecting school dedications and for fees in lieu thereof, the school district shall execute an indemnification agreement in the form set forth in section [11-6-14](#), exhibit A of this chapter. (1997 Code § 18-12)

11-6-12: DISTRIBUTIONS:

A. The cash in lieu of land contribution imposed by this chapter shall be collected and held by the village to be distributed in accordance with the standards in this chapter to the appropriate unit of local government and to be used for the purposes set forth in this chapter.

B. As a condition of distribution of dedications and/or cash in lieu of land contribution, the village shall require that the school benefiting from such dedications and/or fees conduct a needs assessment and adopt a plan for acquisition of land and capital facilities needed to accommodate growth. A needs assessment shall contain the following information for each district (school):

1. A description of the nature and location of existing school lands and existing school capital facilities within each district.
 2. An identification by the village of each school building site within the particular district and of the number of students then enrolled in each school building.
 3. A projection of the character and location of new development that is expected to occur within each district during the succeeding ten (10) year period.
 4. An identification of the amount of school lands that will be necessary within each district in order to accommodate the demands of such projected new development, and an estimate of the public grounds acquisition costs that will be incurred by each district in acquiring such lands.
 5. A general description of each classification of school capital facilities (including construction, expansion or enhancement of any public facilities and the land improvement, design, engineering and professional costs related thereto) that will be necessary within each district in order to provide school capacity for the projected new development, and an estimate of the capital facilities costs that will be incurred by each district in constructing such capital facilities.
- C. Based upon the needs assessment, each district shall provide the village an acquisition plan for school lands and capital facilities. This acquisition plan shall:
1. Project for a planning period of at least five (5) years, the need for school lands and capital facilities within the district.
 2. Set forth a schedule for the acquisition of such lands and facilities to meet the projected need (which schedule may be conditioned upon the availability of financing).
 3. Indicate the size and general location of the needed land and facilities.
 4. Identify the estimated costs of acquiring such needed land and facilities.
 5. Set forth the anticipated funding sources for the acquisition of such needed land and facilities.
 6. Determine the feasibility of acquiring the needed land and facilities based upon the district's current financial condition.
 7. Determine the feasibility of acquiring the needed land and facilities based upon the district's estimate of the revenues (including, without limitation, cash in lieu of land contribution required by this chapter) pursuant to the plan.
 8. The impact on property taxes in the village, assuming the plan is implemented.
- D. The village shall require an updated needs assessment and plan for acquisition of land and capital facilities from the district annually. (1997 Code § 18-12)

11-6-13: TIME REQUIREMENTS; CALCULATING CONTRIBUTIONS:

- A. All dedications and fees imposed by this chapter shall be due and payable upon final plat approval. However, the village may agree that payment of fees may be made at the time of building permit issuance in consideration of which the subdivider or developer shall execute an agreement (section [11-6-14](#), exhibit B of this chapter) agreeing that the fees payable will be adjusted in accordance with the requirements of subsection B of this section and further agreeing that the fees may be expended for the

purposes described in section [11-6-14](#), exhibit B of this chapter, together with any other agreement required by the village to guarantee the payments or limit the time before which full payment may be required.

- B. In calculating any cash in lieu of land contribution payable at the time of issuance of a building permit as provided in this section, the village shall use the fair market value as set forth in subsection [11-6-3B](#) of this chapter (\$46,007.00), or any amendment thereto, and in effect at the time of the contribution and building permit issuance.
- C. This section shall not affect in any way any and all dedications or payments made pursuant to the provisions of any previous ordinance including those portions of this title amended by this section. (1997 Code § 18-12)

11-6-14: EXHIBITS AND TABLES:

A. Exhibit A:

EXHIBIT A AGREEMENT REGARDING THE RECEIPT OF DEVELOPER SUBDIVISION CONTRIBUTIONS

WHEREAS, the Village of Capron, Illinois, on behalf of itself, its officers, employees and independent contractors (the "Village"), through its ordinances has required that developers make contributions to the Village, that the Village, in turn, may make available for other government bodies that are affected by the subdivision improvements; and

WHEREAS, such contributions may be in land or in dollars and, when collected on behalf of, transferred or paid over to those government bodies, inure to the benefit of those government bodies and not entirely to the direct benefit of the Village; and

WHEREAS, from time to time within the Village, and within other municipalities, disputes have arisen regarding the validity and amount of such contributions; and

WHEREAS the Village is willing, at its discretion, to continue seeking the contribution of land or money but wishes to procure a commitment from other government bodies benefited by such contributions that (a) those government bodies will acknowledge that the requirement that such subdivision contributions be made is totally within the discretion of the Village as to their existence, manner and amount; (b) the other government bodies that benefit from the contributions will pay the cost of defending any lawsuit that is filed challenging the appropriate amount of the contributions, the time at which they are to be made or any other aspect of the contributions; and (c) that the benefited government body will comply with the terms of a final and nonappealable judicial determination by a court of competent jurisdiction rendered in connection with the lawsuit; and

WHEREAS, the Village is willing, in its discretion, to pay over or require contributions only to other government bodies that execute this Agreement;

NOW, THEREFORE, IT IS AGREED between the Village on behalf of itself and its officers, employees, and independent contractors, and a government body within the State of Illinois (the "Benefiting Government"), and in consideration for the payment of money or the transfer of the land to the Benefiting Government, which the Village from time to time may within its discretion cause to be made by subdividing developers the Benefiting Government does agree, as follows:

1. *The Benefiting Government acknowledges that, except as otherwise provided in the Village's ordinances the Village is not obligated to cause the payment of money or the transference of land to the Benefiting Government. The Benefiting Government recognizes that the Village may, at its sole discretion, amend its ordinances or its practices to discontinue the payment of subdivision contributions to the Benefiting Government.*

2. *A. In the event a lawsuit is filed against the Village, the Benefiting Government and/or others by a subdividing developer or any other person, corporation or entity that challenges the appropriateness, amount, timing or any other aspect of a subdivision contribution that, pursuant to the terms of the Village's ordinance No. has been paid or would otherwise be due to the Benefiting Government, then the Benefiting Government does agree to pay the "Benefiting Government's Proportionate Share" (hereinafter defined) of the costs and litigation expenses (including reasonable attorneys' fees) incurred by the Village in defending such lawsuit. For purposes of this Agreement, the Benefiting Government's Proportionate Share of the foregoing costs and expenses shall be determined by multiplying the total and/or periodic installments of such costs and expenses, as applicable, by a fraction, the denominator of which is the total dollar value of all cash and land contributions at issue in the subject lawsuit, or, but for the challenge repressed by the subject lawsuit, would be due and owing by the developer(s), pursuant to the ordinance and the numerator of which shall be the total dollar value of all cash and land contributions that, but for the challenge represented by the subject lawsuit, would be due the Benefiting Government (the foregoing fraction being herein referred to as the "Benefiting Government's Proportionate Share"). The Benefiting Government agrees to accept, and be bound by, the County's reasonable determination of the Benefiting Government's Proportionate Share. The Benefiting Government's Proportionate Share of the costs and expenses shall be paid by the Benefiting Government when and as incurred by the Village but in no event more than once a month. As a condition precedent to the payment of these costs and expenses, the Village shall submit to the Benefiting Government copies of the original statements reflecting the costs and expenses, together with the supporting documentation that may be reasonably requested by the Benefiting Government.*

B. The Village covenants and agrees that it shall employ competent and skilled legal counsel to represent the Benefiting Government and the Village, and further covenants and agrees that it shall keep the Benefiting Government fully advised as to the progress and status of the litigation. In particular, the Village shall provide to the Benefiting Government copies of all pleadings filed in the litigation and shall consult regularly (and shall cause its attorneys to consult regularly) with the Benefiting Government or its attorneys, as applicable, as to the strategy for defending the lawsuit. In no event may such litigation be compromised or settled by the Village without at least 30 days' prior written notice to the Benefiting Government. In the event that the Benefiting Government decides that it would prefer to be represented in the litigation by legal counsel of its own choosing, then the Benefiting Government shall be free to retain its own legal counsel for that purpose and to intervene in the litigation. However, in the event the Benefiting Government shall intervene in the litigation, its obligation to indemnify and hold harmless the Village for the Benefiting Government's Proportionate Share of the costs and litigation expenses of the Village shall continue to be an outstanding and ongoing obligation and remain intact notwithstanding such intervention.

3. *In the event that a final and non-appealable judicial determination is made by a court of competent jurisdiction that contributions of land or money received by the Benefiting Government are, in whole or in part, excessive, the Benefiting Government shall promptly repay to the person who procures such a judgment against the Village or the Benefiting Government, together with all other amounts judged by the court to be owing from the Benefiting Government. Provided, however, that in the event that a judicial determination should require the payment of damages or for the attorneys' fees of the plaintiff's attorneys, in addition to the return of contributions held to be excessive, the Benefiting Government shall pay a proportionate share of all additional amounts in the same manner as is provided in paragraph 2-A.*

4. *On or before June 1st of each year, every Benefiting Government that receives payments from the Village under this Agreement shall submit a report to the Village describing the manner in which the payments have been used. When the ordinance provides that money turned over to the Benefiting Government is to be used for a specific purpose or within a specific time period, the report shall address those issues. If the Benefiting Government should fail to file such a report with the Village, the Village may delay the payment of any additional funds due the Benefiting Government until such time as a full report containing adequate information is transmitted to the Village.*

5. This Agreement shall be terminable by either party for any reason or no reason at all upon 30 days' prior written notice to the other party evidencing the intention to so terminate this Agreement. But the termination of this Agreement shall not affect the continuing obligation of the Benefiting Government or the Village with regard to claims or damages allegedly arising out of the Village's efforts prior to termination to collect or the actual collection of subdivision contributions pursuant to the ordinance.

DATED this day of , 20_.

VILLAGE OF CAPRON BENEFITTING GOVERNMENT:

Mayor Title:

(SEAL)(SEAL)

ATTEST: ATTEST:

Village Clerk Secretary

(1997 Code § 18-12)

B. Exhibit B:

EXHIBIT B
AGREEMENT

The Village of Capron (the "Village") and ("Developer") agree as follows:

1. The Village has approved a final plat of subdivision or a final plat of a planned development at the request of developer for the real estate legally described in Exhibit I attached hereto and made a part hereof (the "Land"). Accordingly, pursuant to the Village's Subdivision Code, certain cash contributions for school lands are immediately due the Village from the Developer.

2. Developer has, however, requested that the payment of the aforesaid cash contributions be delayed and that the same become due and payable on a per housing unit basis at the time the Village issues a building permit for the particular housing unit.

3. In consideration for the Village agreeing to delay its receipt of the cash contributions in accordance with Paragraph 2 above, the Developer hereby agrees as follows:

a. The amount of cash contributions owed shall be calculated based upon Ordinance No._or as provided for in such other future ordinance amending or replacing Ordinance No._which is in effect at the time of the issuance of a building permit; and

b. Notwithstanding any present or future law, regulation and/or legal precedent to the contrary, the unit of local government that is the ultimate recipient of the subject cash contributions may expend such contributions for any of the following purposes intended to serve immediate or future needs of the residents and children of the Developer's subdivision or planned unit development:

(1) for the acquisition of land;

(2) for site improvements such as, by way of example, streets, curbs, gutters, storm water control, and utility extensions;

(3) for construction of capital facilities, including, by way of example, new buildings and structures, and the expansion or enhancement of existing buildings and structures;

(4) for so-called soft costs directly related to the foregoing items (2) or (3) such as architectural and engineering costs.

4. This Agreement constitutes a covenant that is appurtenant to and runs with the Land. Either this Agreement or a memorandum thereof may be recorded against legal title to the Land by either party hereto; provided, however, it shall be a condition of the Village's issuance of the first building permit for a housing unit on the Land that the Developer shall provide satisfactory evidence to the Village that this Agreement or a memorandum thereof has been recorded against legal title to the Land.

5. Developer represents and warrants to the Village that it is the sole holder of record fee title to the Land.

IN WITNESS THEREOF, the Village and the Developer have caused this Agreement to be duly authorized, executed and entered into as of the day of , 20_.

VILLAGE OF CAPRON DEVELOPER

VILLAGE CLERK

(1997 Code § 18-12; amd. 2013 Code)

C. Land Cash Fee Table:

VILLAGE OF CAPRON - LAND CASH FEE TABLE

INDIVIDUAL CALCULATION PER UNIT: LAND/CASH FEE
SCHOOLS: Proposal October 1999

	Total Children Per Unit	Acres Per Person	Price Per Acre	Fee Per Unit
Detached single-family:				
2 bedroom	0.317	0.026	46,007	379
3 bedroom	1.018	0.026	46,007	1,218
4 bedroom	1.606	0.026	46,007	1,921
5 bedroom	1.176	0.026	46,007	1,407
Attached single-family:				
1 bedroom	0.000	0.026	46,007	0
2 bedroom	0.238	0.026	46,007	285
3 bedroom	0.563	0.026	46,007	673
4 bedroom	0.972	0.026	46,007	1,163
Apartments:				
Efficiency	0.000	0.026	46,007	0

	1 bedroom	0.004	0.026	46,007	5
	2 bedroom	0.221	0.026	46,007	264
	3 bedroom	0.527	0.026	46,007	630

Formula:

Number of children x Acres per person (78 acres/3,000 persons) x Price per acre = Fee per unit

Example: Detached single-family 3 bedroom

$1.018 \times 0.026 \times \$46,007 = \$1,217.71$ per unit

(1997 Code § 18-12)