

CHAPTER 6

Development Agreements

<i>Section Number</i>	<i>Title</i>	<i>Ordinance Number</i>	<i>Date of Ordinance</i>
16-6-1	Predevelopment Agreement Required	2006-11	11-21-06
16-6-2	Development Agreement Required	2006-11	11-21-06
16-6-3	Terms of Development Agreement	2006-11	11-21-06

SEC. 16-6-1 PREDEVELOPMENT AGREEMENT REQUIRED.

- (a) The Applicant shall enter into a predevelopment agreement with the Village at the time of submission of an application for a zoning permit for a Moderate Impact Use or a High Impact Use requiring the Applicant to reimburse the Village for all costs incurred by the Village for engineering, inspection, planning, legal and administrative expenses in:
- (1) processing, reviewing, revising, and approving conceptual, preliminary or final development plans, including meeting time, regardless of whether the developer attended or participated in the meeting;
 - (2) processing, reviewing, revising, drafting and approving any agreements, easements, deed restrictions or other documents associated with the proposed use; and
 - (3) inspection and approval of construction and installation of all improvements provided for in the development, including but not limited to, consultation reasonably required to address issues and problems encountered during the course of design and construction of the development.
- (b) Such costs shall include the costs of Village consultants including engineers, planners, attorneys, inspectors, ecologists, agents, sub-contractors and the Village's own employees. Such costs shall also include those for attendance at meetings. The cost for outside services shall be the direct cost incurred by the Village. The cost for Village employees' time shall be based upon the classification of the employee and the rates established by the Village Board, from time to time, for each such classification.
- (c) At the time of filing of the application, the Applicant shall deposit with the Village Treasurer the sum of two thousand dollars (\$2,000.00) in the form of cash. The Village shall apply such funds toward payment of the above costs. If at any time said deposit becomes insufficient to pay expenses incurred by the Village for the above costs, the Applicant shall deposit required additional amounts within fifteen (15) days of written demand by the Village Engineer. Until the required funds are received, no additional work or review will be performed by the Village as to the plan under consideration. Within 60 days after any final action by the Village and execution of any documents by all parties, or upon abandonment of the plan, the Village shall furnish the Applicant with a statement of

all such costs incurred by it with respect to such plan. Any excess funds shall be remitted to Applicant, and any costs in excess of such deposit shall be paid by the Applicant. Any interest earned on said deposit shall remain the property of the Village to partially offset administrative expenses associated with planning and development.

SEC. 16-6-2 DEVELOPMENT AGREEMENT REQUIRED.

The Applicant shall enter into a Development Agreement with the Village prior to or as a condition of any approval for a conditional use for Moderate Impact Uses and a planned unit development for High Impact Uses.

SEC. 16-6-3 TERMS OF DEVELOPMENT AGREEMENT.

The development agreement shall include the following terms and conditions:

- (a) Any necessary streets and appurtenances thereto, shall be constructed at the expense of the Applicant in accordance with the provisions of Sections 14-3-4 and 14-4-4(c)(5) of the Code of Ordinances of the Village which are in effect at the time of such construction.
- (b) Sanitary and water mains and laterals, and storm water drainage facilities, and any related off site improvements shall be paid for, constructed and installed by Applicant as required by the Village and its Code of Ordinances at applicant’s expense;
- (c) Assignment of landscape maintenance responsibilities to the owner(s) of the property in accordance with the submitted landscape plan and the ability of the Village to conduct such work and charge all costs incurred by the Village as a special charge against the real estate upon owner’s failure to maintain.
- (d) A prohibition of any privately imposed limits on the type or reuse of the site buildings through conditions of sale or lease, except for approved restrictions related to condominium ownership;
- (e) Applicant shall agree to reimburse the Village for all costs incurred by the Village for engineering, inspection, planning, legal and administrative expenses in:
 - (1) processing, reviewing, revising, and approving conceptual, preliminary or final development plans, including meeting time, regardless of whether the developer attended or participated in the meeting;
 - (2) processing, reviewing, revising, drafting and approving any agreements, easements, deed restrictions or other documents associated with the proposed use; and.
 - (3) inspection and approval of construction and installation of all improvements provided for in the development, including but not limited to, consultation reasonably required to address issues and problems encountered during the course of design and construction of the development.

Such costs shall include the cost of Village consultants including engineers, attorneys, inspectors, planners, ecologists, agents, sub-contractors and the Village’s own employees. Such costs shall also include those for attendance at meetings. The cost for outside services shall be the direct cost incurred by the Village. The cost for Village employees’

time shall be based upon the classification of the employee and the rates established by the Village Board, from time to time, for each such classification.

- (f) Applicant shall agree to indemnify and hold the Village and its agents harmless from and against claims related to the performance of work at or for the site;
- (g) Applicant's principals shall be personally responsible for reimbursement of costs to the Village in the event the Applicant does not proceed with the actual installation as approved by the Village;
- (h) Applicant shall be responsible for payment of the Village's costs, disbursements and attorney's fees in the event the Village brings legal action to enforce compliance with this agreement and a final determination is made in favor of the Village;
- (i) The terms and conditions of the agreement shall extend to the heirs, administrators, successors in title and assigns of the applicant, including personal liability. However, Applicant may not assign its rights, duties and responsibilities under this Agreement to any other third party without first obtaining the prior written consent of the Village.
- (j) The Applicant shall convey all necessary easements to the Village;
- (k) As a condition precedent to the execution of the development agreement, the Applicant shall post a cash deposit or file a letter of credit with the Village guaranteeing compliance with the Village Ordinances and provisions of the Development Agreement. Such security shall be such amount as to cover 100% of the estimated costs of storm water drainage, lot grading, landscaping, and any street construction work as provided for under the Development Agreement. Such estimated costs shall be provided by the Applicant or his engineer and shall be subject to the approval of the Village; and
- (l) Other terms that the Village and Applicant shall deem appropriate.