

ARTICLE 10
**DEDICATION OF PARK LAND, STREETS AND SCHOOL SITES,
OR CASH CONTRIBUTIONS IN LIEU THEREOF**

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1001 Title: This Section shall be known as and may be cited as the Impact Fee Ordinance.

1002. A. Legislative Intent: As a condition of approval of a final plat of subdivision or of a final plat of a planned unit development, each owner or developer shall be required to dedicate land to serve the immediate and future needs of the residents of the development, or shall be required to make a cash contribution in lieu of actual land dedication, or a combination of both, at the option of the Village of Johnsborg (the "Village") and with the concurrence of the affected district, which concurrence shall be obtained in writing. However, the Village shall have the final decision making power in this regard. The dedications and cash contributions required hereunder shall be made in accordance with the criteria and formulae contained herein.

1002. B. Definition - For the purpose of this Article 10, Dedication of Park Land, Streets and School Sites or Cash Contributions in Lieu Thereof, a bedroom shall be defined as any room which may be utilized for sleeping purposes, including, but not limited to bedrooms, offices, dens, and libraries.

1003 Criteria for Requiring School Site Dedications:

1. 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 number of children to be served in each school classification (as described in Section 1003.2 below) from the subdivision or planned unit development 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 students for each such school classification.
2. School Classifications and Size of School Site: These requirements for acreage are based upon a review of available data studies and literature on the subject, including but not limited to information provided by the State Superintendent of Education and the unique characteristics of the Village of Johnsborg. These requirements for acreage shall be presumed as the appropriate acreage requirements and shall be used in calculating any cash in lieu of land dedication herein unless timely objected to as provided herein. Objections to these acreage requirements for any particular development shall be made in accordance with Section 1018 herein to the Village Board. Failure to timely object to these acreage requirements in accordance with Section 1018 herein shall thereafter waive any right to raise an objection at a later time.

School classifications and size of school sites serving 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 5 th	450 students	25 acres
Junior high or middle schools, grades 6 th through 8 th	600 students	40 acres
High schools, grades 9 th through 12 th	1,500students	70 acres

3. Density Formula: The *Table of Estimated Ultimate Population Per Dwelling Unit* (“the Density Formula”), attached as Exhibit A, prepared by Illinois School Consulting Service/Associated Municipal Consultants (“ISCS/AMC”), Inc., 1996, and as updated from time to time, 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 owner or developer.

A bedroom, as used in this Impact Fee Ordinance, shall include any room which may be used for bedroom purposes, such as a den, study, loft or extra room located on any floor in a dwelling unit which may be convertible into a sleeping area and is not clearly identified for some other specific purpose such as a kitchen (one per unit), dining room (one per unit), living room (one per unit), bathroom(s) and family room (one per unit).

This Density Formula, as updated, shall be used in calculating any cash in lieu of land dedication herein unless objected to as provided in Section 1018 herein. The Village recognizes that the Density Formula may be updated from time to time and will, as a result, adopt these updates periodically by amending the Impact Fee Ordinance accordingly. Objections to the Density Formula shall be made in accordance with Section 1018 to the Village Board. Failure to object to the Density Formula in accordance with Section 1018 shall thereafter waive any right to raise an objection at a later time.

In the event an owner or developer files a written objection to the Density Formula listed above, 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 1018 herein.

4. Location: The standards adopted by the affected district shall be used as a guideline in locating sites. School sites shall be located in the Village in accordance with plans heretofore or hereafter adopted by the affected district.
5. Combining with Adjoining Developments: Where appropriate, a school site that is to be dedicated should, if possible, be combined with dedications from adjoining developments in order to produce usable school sites without undue hardship on a particular developer.
6. Topography and Grading: The slope, topography and geology of the dedicated site as well as its surroundings must be suitable for its intended purpose. Storm water detention areas shall not be accepted for Village or school ownership and maintenance, and the portion of a detention area designed to function primarily as a component of the Storm water control system shall not serve as a credit toward the required site dedication. Storm water retention areas shall not be accepted for Village or school ownership and maintenance and shall not serve as a credit toward the required site dedication. Wetlands, flood plains, 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 contribution in lieu of land dedication.

In addition, the following site conditions and preparation standards shall be met:

Slope:

- a. Should not vary greatly in appearance from existing and adjacent slopes;
- b. Optimum slopes range from two percent minimum to five percent maximum. No less than two percent slope is acceptable under any circumstances;
- c. Maximum allowable slope is 10 percent, except under special conditions where greater slopes are desirable to enhance the use of the site; and
- d. On-site drainage patterns shall be designated and constructed to:
 - i. Ensure flow toward swales; and
 - ii. Ensure drainage away from active areas.

Grading:

- a. Rough grading shall be completed at time of rough grading of adjacent contiguous area;
- b. Grading shall comply with Village approved plans;
- c. Subgrade shall be graded and compacted so it will parallel finished grade;

- d. Subgrade material shall be loosened and fine graded to a depth of two to four inches. All stones over four inches in size, sticks, debris, rubbish and other foreign substances shall be removed; and
- e. Finished grades shall be uniform in slope between points for which elevations have been established.

Soils:

- a. Soils shall not differ from those naturally occurring;
- b. Soils shall not offer any restriction to the ultimate use of the property;
- c. Topsoil shall be spread evenly and lightly compacted to a minimum depth of six inches over the entire site;
- d. Topsoil must be good, friable soils with good tillage and shall be without any admixture of subsoil, clay, gravel, stones, debris, refuse, sand or other subsurface elements;
- e. Topsoil shall not be placed in a muddy or frozen condition;
- f. Topsoil shall contain no toxic substances which may be harmful to plant growth; and
- g. Topsoil shall be spread no later than the placement of topsoil on the first lot adjacent to the site.

Seeding:

- a. All proposed school sites shall be seeded and an acceptable stand of grass or vegetation established prior to dedication of the area to the Village or school;
- b. Seeding shall be completed during the fall or spring planting times, depending upon the recommended seed planting specifications;
- c. Seeding shall be on moderately dry soil on a seed bed which will easily accept and nurture germination of seeds;
- d. Seeding shall be watered sufficiently so that the vegetation becomes reasonably established; and
- e. The developer shall be responsible for making necessary reparations to the site caused by erosion or other damage. Reparations shall be completed prior to acceptance of the site.

7. Needs Assessment; Land and Capital Facilities Acquisition Plan: As a condition to the imposition of these land dedications and/or cash contributions in lieu of land dedications, the Village shall require that the affected district 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:

- a. A description of the nature and location of existing school sites and existing schools within each district.
- b. An identification of the capacity of each school building within the particular district and of the number of students then enrolled in each school building.
- c. A projection of the character and location of new development that is expected to occur within each district during the succeeding 10-year period. The district may obtain the information necessary to make this projection from sources such as but not limited to: municipalities, other units of government, agencies and consultants.
- d. 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 or have been incurred by each district in acquiring such lands.
- e. 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.

Based upon the needs assessment, each district shall provide the Village an acquisition plan for school sites and capital facilities. This acquisition plan shall:

- a. Project for a planning period of at least five years, the need for school sites within the district;
- b. 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);

- c. Indicate the size and general location of the needed lands and facilities;
- d. Identify the estimated or incurred costs of acquiring such needed lands and facilities;
- e. Set forth the anticipated funding sources for the acquisition of such needed lands and facilities;
- f. Determine the feasibility of acquiring the needed land and facilities based upon the district's current financial condition;
- g. 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 dedication required by this Impact Fee Ordinance) pursuant to the plan.
- h. Estimate the impact on property taxes in the Village assuming the plan is implemented; and
- i. Include a resolution by the corporate authority that the affected district advocates and supports the provisions of the Impact Fee Ordinance and that said ordinance requirements as to dedications of land or cash contributions in lieu thereof are an integral part of the efforts of the affected district to address the impact of growth within its jurisdiction.

If the Village deems it necessary, it may require an updated needs assessment and plan for acquisition of land and capital facilities from each affected district annually. The failure to require said assessment update shall not invalidate the requirements of this Impact Fee Ordinance.

8. Criteria for Requiring a Cash Contribution in Lieu of Dedication of School Sites:

- a. When the development is small and the resulting site to be dedicated is too small to be practical, or when the available land is inappropriate for a school site or is in conflict with the approved standards or plan of the affected district, the Village, with the concurrence of the affected district, shall require the owner or developer to pay a cash contribution in lieu of the land dedication.
- b. The cash contribution in lieu of dedication of school sites shall be collected and held in trust by the Village or other public body designated by the Village, and shall be used for the acquisition of land for school sites 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, or for the construction of school buildings or additions thereto in accordance with Public Act 93-0330, or for any

purpose defined by agreement with the owner or developer at the time of platting.

- c. 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. In calculating the fair market value on a per acre basis, unless determined otherwise pursuant to Section 1018 herein, the following assumptions about the land shall be made: (a) that it is zoned in a one-family dwelling residential zoning district consistent with the Village's development standards; (b) that it is subdivided with appropriate frontage on a dedicated street or road, stubbed with municipal sewer and water, has all appropriate utilities available; (c) that it is improved as set forth in Sections 1003.6 and 1013 herein; and (d) that it is otherwise property capable of being used for residential development. Based upon a study of real estate transactions in the Village for the past three years, it has been determined that the present fair market value of such improved land in and surrounding the Village is, as of the effective date of the Impact Fee Ordinance, \$110,000.00 per acre. These figures shall be adjusted by the Village Board from time to time with appropriate study and documentation. The fair market value as defined above shall be used in calculating any cash contribution in lieu of land dedication required herein unless timely objected to as provided in Section 1018 herein. Objections to the fair market value as defined above shall be made in accordance with Section 1018 to the Village Board. Failure to timely object to the fair market value as defined above in accordance with Section 1018 herein shall thereafter waive any right to raise an objection at a later time.

9. Criteria for Requiring Dedication and a Contribution: There will be situations in subdivisions or planned unit developments when a combination of land dedication and a cash contribution in lieu of land dedication are both necessary. These occasions will arise when: (a) 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); or (b) 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 developer to complete the site (the remaining portion shall be required by a cash contribution in lieu thereof).

1004 Criteria For Requiring Park Sites and Open Space Land Dedications:

10. Requirement and Population Ratio for Parks: The ultimate density of a proposed development shall bear directly on the amount of land required for dedication for Park purposes. The total land dedication requirement for a subdivision shall be 10 acres of

land per 1,000 of ultimate population and may be allocated by the Village Board at its discretion based upon the following criteria:

Type of Recreation Area	Minimum Size
Play lot	8,000 square feet
Neighborhood park	3.5 acres
Village-wide park for active sports	10 acres
Village-wide recreation park	15 acres

1. These requirements for acreage are based upon local standards and take into account those established by the Illinois Department of Natural Resources, and a review of available data studies and literature on the subject. These requirements shall be presumed as the appropriate acreage requirements and shall be used in calculating any cash contribution in lieu of land dedication herein unless timely objected to as provided herein. Objections to these acreage requirements for any particular development shall be made in accordance with Section 1018 herein to the Village Board. Failure to timely object to these acreage requirements in accordance with Section 1018 herein shall thereafter waive any right to raise an objection at a later time.

2. Density Formula: For purposes of calculating the population density generated by a new subdivision, the Density Formula used in Section 1003.3 shall apply to this Section.

3. Location: Park and planning documents as adopted by the Village Board or as set forth in the Village's Comprehensive Plan shall be used as a guideline in locating sites. A central location that will serve equally the entire development or a location that is adjacent to existing park land is most desirable. In large developments, these sites may be located throughout the development according to established standards for park area distances.

4. Suitability: The land for Park dedications shall be suitable for the purpose for which it is intended. Land set aside by developers for parks, recreation and conservation purposes shall not be what has been left over after residential, commercial and industrial development.

5. Dedication of Open Space: As a condition of annexation and/or approval of the final plat of subdivision within the Village's corporate boundaries, in addition to Park sites dedication, the developer shall make an Open Space dedication equal to

no less than 10% of the total gross area of land being developed. In instances where sufficient land is not available to provide for said dedication, a cash contribution in lieu of land may be provided as described in this Impact Fee Ordinance.

- a. Credit for Private Park and Open Spaces: Depending on the size of the development, a portion of the Park land or Open Space in subdivisions or planned developments may, at the sole option of the Village Board, be provided in the form of private Park Land or Open Space in lieu of dedicated public Park land or Open Space. The extent of such private Park Land or Open Space shall be determined by the Village Board based on the needs of the projected number of residents and the amount of total Park Land or Open Space available within the general area.
- b. Private Parks and/or Open Space are not available to the general public of the Village. Therefore, it is the policy of the Village that to the extent private Parks or Open Space are dedicated rather than public Parks or Open Space, the dedication will be discounted by at least 50 percent or more, at the discretion of the Village Board, toward the satisfaction of the Park Land or Open Space dedication requirements. The actual discount shall be determined based on, but not limited to, such factors as the scale, nature and location of the private Park Land or Open Space and the benefit to be provided. When an adjustment for private Park Land or Open Space is warranted, it will be necessary to compute the total Park Land or Open Space dedication that would have been required from the subdivision or planned development, and then subtract the credit to be given for private land dedications.
- c. Before any credit is given for private Park or Open Space dedications, the owner or developer must guarantee that these spaces will be permanently maintained for such use by the execution of appropriate legal documents.

6. Criteria for Requiring a Cash Contribution in Lieu of Dedication of Park Sites and Open Space:

- a. When the development is small and the resulting site to be dedicated is too small to be practical, or when the available land is inappropriate or insufficient for a Park or Open Space, or is in conflict with the approved standards or plans of the Village, the Village, shall require the owner or developer to pay a cash contribution in lieu of the land dedication.
- b. The cash contribution in lieu of Park land dedication, and any and all interest earned thereon, shall be collected and held in trust by the Village or other public body designated by the Village and shall be used solely for the acquisition of Park Land as classified herein, which will be available to serve the immediate or future needs of the residents of that subdivision

or development or for the improvement of other existing local Park lands and facilities that already serve such needs or for any other lawful park purpose or for any park purpose agreed to by the owner or developer at the time of platting.

- c. The cash contribution in lieu of dedication of Open Space, and any and all interest earned thereon, shall be collected and held in trust by the Village, and shall be used for the acquisition of Open Space as classified herein or as defined by agreement with the owner or developer at the time of platting.
- d. Fair Market Value for Parks Sites: The cash contributions in lieu of land dedication for Parks shall be based on the fair market value of the acres of land in the area that otherwise would have been dedicated as Park sites. In calculating the fair market value on a per acre basis, unless determined otherwise pursuant to Section 1018 herein, the following assumptions about the land shall be made: (a) that it is zoned in a one-family dwelling residential zoning district consistent with the Village's development standards; (b) that it is subdivided with appropriate frontage on a dedicated street or road, stubbed with municipal sewer and water, has all appropriate utilities available; (c) that it is improved as set forth in Section 1003.6 and Section 1013 herein; and (d) that it is otherwise property capable of being used for residential development. Based upon a study of real estate values in Johnsburg, it has been determined that the present fair market value of such improved land in and surrounding the Village is, as of the effective date of this Impact Fee Ordinance, \$110,000.00 per acre. These figures shall be adjusted by the Village Board from time to time with appropriate study and documentation. The fair market value as defined above shall be used in calculating any cash contribution in lieu of Park land dedication required herein unless timely objected to as provided in Section 1018 herein. Objections to the fair market value as defined above shall be made in accordance with Section 1018 to the Village Board. Failure to timely object to the fair market value as defined above in accordance with Section 1018 herein shall thereafter waive any right to raise an objection at a later time.
- e. Fair Market Value for Open Space: The cash contributions in lieu of land dedication for Open Space shall be based on the fair market value of the acres of unimproved land in the area. Based upon a study of real estate values in Johnsburg, it has been determined that the present fair market value of such unimproved land in and surrounding the Village is, as of the effective date of this Impact Fee Ordinance, \$25,000 per acre. These figures shall be adjusted by the Village Board from time to time with appropriate study and documentation. The fair market value as defined above shall be used in calculating any cash contribution in lieu of Open Space land dedication required herein unless timely objected to as

provided in Section 1018 herein. Objections to the fair market value as defined above shall be made in accordance with Section 1018 to the Village Board. Failure to timely object to the fair market value as defined above in accordance with Section 1018 herein shall thereafter waive any right to raise an objection at a later time.

7. There will be situations in subdivisions or planned unit developments when a combination of land dedication and a cash contribution in lieu of land are both necessary. These occasions will arise when: (a) only a portion of the land to be developed is proposed as the location for a Park or Open Space, as appropriate (that portion of the land within the subdivision falling within the Park or Open Space location shall be dedicated as a site as stated above, and a cash contribution in lieu thereof shall be required for any additional land that would have been required to be dedicated); or (b) a major part of the local Park or Open Space site, as appropriate has already been acquired by the particular district and only a small portion of land is needed from the developer to complete the site (the remaining portion shall be required by a cash contribution in lieu thereof).

1005 Criteria for Requiring Park Capital Facilities Contribution: Park sites require capital improvements including baseball diamonds, tennis courts and like facilities and structures to be used by the future residents. The Village has conducted a study and determined that the capital improvement costs for a 10 acre park is \$256,500 in 2004 dollars. Accordingly, as a condition of annexation and/or approval of final plat of subdivision within the Village's corporate boundaries, at a minimum, the Village shall require the owner or developer to pay, in addition to any land donation, a cash contribution to cover the cost of these improvements. The cash contribution shall be used solely for construction of capital facilities for Park land which will be available to serve the immediate or future needs of the residents of that subdivision or development.

1006 Criteria for Requiring Streets Contribution: For each annexation and/or approval of final plat of subdivision, each developer or owner shall pay a cash contribution of \$1,000.00 to the Village for every residential and commercial dwelling unit developed. The cash contribution shall be held in trust by the Village and shall be used solely for the expansion or modification of the Village's street system so as to serve the immediate or future needs of that subdivision or development, or for the improvement of other existing streets that already serve such needs, or for any other lawful purposes or for any purpose agreed to by the owner or developer at the time of platting. The annexation and development of new subdivisions and planned developments creates a proportional increase in the traffic utilizing Village streets and highways. This requires maintenance and expansion of the existing infrastructure as well as the creation of new and existing roadways to satisfy the increased traffic congestion. Demographic studies demonstrate the clear relationship between increased development and increased traffic congestion, necessitating expansion of the infrastructure. Demographic studies and census information show that all residential units contain on average two or more adults. Given the rural nature of the Village, the occupants of an average residential unit in the Village own two automobiles.

This requirement is based upon a review of available data, studies and literature on the subject, as well as the Village's own examination of street utilization and requirements. It shall be presumed to be correct and accurate and shall be used in calculating cash contributions herein unless timely objected

to as provided herein. Objections to this Section shall be made in accordance with Section 1018 herein. Failure to timely object to these requirements in accordance with Section 1018 herein shall thereafter waive any right to raise an objection at a later time.

1007 Criteria for Requiring Cash Contribution for Library Purposes: As a condition of annexation and/or subsequent approval of the Plat of Subdivision within the planning jurisdiction of the Village, each owner or developer shall be required to donate, for library purposes to serve the immediate and future needs of the residents of said development, the following minimum cash contributions:

Type of Dwelling	Donation
One bedroom	\$145.66
Two bedrooms	\$182.38
Three bedrooms	\$219.10
Four or more bedrooms	\$255.82

The cash contribution for library purposes, and any and all interest earned thereon, shall be collected and held in trust by the Village or other public body designated by the Village, and shall be used for acquiring, improving or equipping library sites or facilities to serve the immediate or future needs of children from that subdivision or development, or for any purpose defined by agreement with the owner or developer at the time of platting.

By accepting any donations under this Section, the public library district specifically agrees to be bound by the terms of an agreement regarding the receipt of developer contributions between the public library district and the Village.

1008 Criteria for Requiring Village Hall/Public Building Contribution: As a condition of annexation and/or approval of the final plat of subdivision within the Village’s corporate boundaries, each owner or developer shall be required to pay the following impact fee with respect to each unit at the time such plat is approved by the Village’s Board of Trustees which fee shall be used for municipal purposes to service the immediate and future needs of said development:

Type of Dwelling	Fee
Two bedrooms	\$416.17
Three bedrooms	\$553.26
Four bedrooms	\$692.80
Five + and Commercial	\$832.34

1009 Criteria for Requiring Fire District Contribution: As a condition of annexation and/or approval of the final plat of subdivision within the Village's corporate boundaries, each owner or developer shall be required to pay a fire district cash donation in the amount of \$337 per residential, commercial and industrial unit.

All payments made for the fire protection district shall be disbursed by the recipient only for the purposes of acquiring, improving or equipping fire district facilities. The fire protection district shall provide a statement of the use of funds, which may be reviewed by the Village for compliance with the intent of this Section.

By accepting any donations under this Section 1009, the fire protection district specifically agrees to be bound by the terms of an agreement (largely similar in form and content as that attached hereto as Exhibit B) regarding the receipt of developer contributions between the fire protection district and the Village.

1010 Criteria for Requiring Transition Fees: Residential growth, as it is related to development, has an immediate impact upon the Village and the local school district. It is estimated that the delay in receipt of tax money to pay for such services is as much as 18 months. In an attempt to offset the operational costs of servicing new residential developments before the receipt of any tax revenue, each owner or developer of annexed and/or developed land shall be required to pay a Municipal Transition Fee in the amount of \$1285.23 per lot to the Village of Johnsburg and a School District Transition Fee of \$3672.07 per lot to the Johnsburg School District. The Village shall set aside \$100 of the Municipal Transition Fee to help fund improvements to the local emergency warning system.

1011 Consumer Price Index. All fees and fair market values identified in this Ordinance shall be subject to a "CPI Adjustment" which shall be calculated annually and which adjustment shall go into effect on January 1, 2015 and on the first day of January in each year thereafter. Annually, the fixed charge shall be adjusted by the annual percentage change as published by the United States Department of Labor's Bureau of Labor Statistics, All Items Consumer Price Index ("CPI") for Urban Consumers (1982-84 = 100) for the Chicago Consolidated Metropolitan Statistical Area. If any index is calculated from a base different from the base period 1982-84 = 100, such index shall be converted to a base period of 1982-84 = 100 by use of a conversion factor supplied by said Bureau of Labor Statistics. If the CPI is discontinued or replaced, such other governmental Cost of Living Index or computation which replaces the CPI shall be used in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or replaced.

1012 Reservation of Additional Land: When the Comprehensive Plan or the standards of the Village call for a larger amount of school sites, Park land or Open Space in a particular subdivision or planned unit development than the developer is required to dedicate pursuant to this Impact Fee Ordinance, the land needed beyond the developer's dedication shall be set aside and reserved by the developer for subsequent purchase (at a price determined at the time of reservation) by the Village or other public body designated by the Village, provided that such acquisition is made within one year from the date of approval of the final plat.

1013 Improved Sites: All school and park sites must be dedicated in a condition ready for full service of electricity, natural gas, telephone and cable television, water, sewer and streets (including enclosed drainage and curb and gutter, where applicable), as applicable to the location of the site, and shall otherwise comply with the requirements of the Subdivision Regulations of the Village of Johnsburg. The landscaping normally included within the definition of “improved” sites under the Subdivision Regulations of the Village of Johnsburg may be deleted due to the delay time between dedication of any such site and the construction of facilities thereon, except for groundcover. The site shall have direct access to a fully improved street across at least 20 percent of the distance of its perimeter. Sites should ideally be accessible by a bicycle/pedestrian trail, and any such access route onto the property shall be at least 30 feet wide. Such access routes should normally be dedications and not easements, depending on which entity of government is to be responsible for said routes. Any vehicular access route leading to or on the site shall be of sufficient size and good geometry to properly accommodate vehicles that will access and traverse the site, including but not limited to good principles of traffic circulation, accommodation of one-way and/or two-way drives for school buses if necessary, separation of bus traffic from passenger automobile traffic, bus drop-off areas separate from publicly-dedicated streets, guest and employee parking areas, and the like. Such off-street access routes, drives, drop-offs and parking areas will not be dedicated rights-of-way and shall be the responsibility of the owner of the site to maintain.

1014 Environmental Risk Audit: Prior to the conveyance of any land dedicated under this Impact Fee Ordinance to the Village or the affected district, the intended grantee shall be furnished with an environmental risk audit prepared by an environmental professional meeting the minimum requirements of 415 ILCS 5/22.2(j)(6)(E)(iii), certified to and acceptable to the grantee, assuring the grantee that there are no hazardous substance(s) (as defined hereinafter) on, under, to or from the land. Said environmental audit shall be what is commonly referred to as a Phase I Environmental Audit, which shall meet the minimum requirements for a pre-acquisition audit as set for in 415 ILCS 5/22.2(j)(6)(E)(iii)(v).

In the event the Phase I Environmental Audit does not conclude there is no presence or likely presence of a release of substantial threat of a release of hazardous substance(s) or pesticide on, under, to or from the land, the grantee shall furnish a Phase II Environmental Audit as set forth in 415 ILCS 5/22.2(j)(6)(E)(iii)(vi), including a soil toxicity analysis and recommendation from said environmental professional, meeting the minimum requirements of 415 ILCS 5/22.2(j)(6)(E)(iii), which concludes that there is no presence or likely presence of a release or substantial threat of a release of hazardous substance(s) on, under, to or from the land, and certifying that, in the judgment of said environmental professional, there is no reasonable probability that the land contains any hazardous substance(s) in violation of any federal or state environmental standards.

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

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

Hazardous substance(s) includes without limitation:

1. Those substances included in the definitions of hazardous substances, extremely hazardous substances, hazardous materials, toxic substances, toxic chemicals, toxic wastes, hazardous chemicals, hazardous wastes, solid waste and pesticides in CERCLA, SARA, RCRA, HSWA, TSCA, OSHA, FWPCE, Illinois Pesticides Act (415 ILCS 60/1 et seq.), Illinois Responsible Property Transfer Act (765 ILCS 90/1 et seq.) and the Illinois Hazardous Materials Transportation Act (430 ILCS 30/1 et seq.), 49 U.S.C. Section 1801 et seq., as amended, and as they may be amended in the future, and in the regulations promulgated pursuant to said laws.
2. Those substances defined in Section 1003 of the Illinois Environmental Protection Act and in the regulations promulgated pursuant to said act or other Illinois laws pertaining thereto.
3. Those substances listed in the U.S. Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto).
4. Such other substances, materials and wastes which are to become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state or local laws, ordinances or regulations.
5. Any material waste or substance which is (a) asbestos, (b) polychlorinated biphenols, (c) designated as a hazardous substance pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Sec. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Sec. 1317), (d) explosives, or (e) radioactive materials.
6. For purposes of this Impact Fee Ordinance, hazardous substances shall include petroleum or its byproducts as regulated under RCRA and any applicable state law or regulations.

1015 Suitability of Soils at Site: The owner or developer, at its own cost or expense, shall provide to the Village or the affected district soil boring data, soil compaction test results and such other engineering studies, data and information pertaining to the proposed site, which the Village or the affected district may request to enable it to determine the suitability of the proposed land dedication for its intended purpose. The Village or the affected district shall have the right to reject any site which the Village or the affected district determines, in accordance with sound engineering practices, is not suitable for its intended purpose.

1016 Title Insurance, Survey, Assessment Plats: Each deed or other instrument conveying land to the Village or the affected district shall be accompanied by:

1. A written commitment issued by a title insurer licensed to do business in the state to insure the grantee's title to such real estate in an amount equal to the value computed pursuant to Section 1003 and Section 1004 herein, with extended coverage over the general exceptions to title and subject only to:
 - a. real estate taxes not yet due and payable,
 - b. covenants, conditions and restrictions which do not prohibit the use of the subject property for its intended purposes,
 - c. utility easements located within 20 feet of the boundary lines of the subject real estate (except where approved on the final engineering plans approved by the Village Engineer);
 - d. drainage ditches, feeders and laterals.
 - e. underground pipe or other conduit, and
 - f. acts done or suffered by or judgments against the grantees.
2. A current ALTA boundary line survey, certified to the grantee by a licensed Illinois Land Surveyor to be in compliance with the American Land Survey Standards, showing no encroachments; and
3. Except in instances where the real estate is to be conveyed is a lot in a recorded subdivision, an assessment plat and tax division petition in a form acceptable to the appropriate Village authorities so the land to be conveyed can be assigned its own permanent real estate index number (PIN) for exemption purposes.

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

1017 Real Estate Tax Escrow: The developer shall pay the general real estate taxes on the land not yet due and payable as of the date of transfer, and shall deposit a sum of money in escrow with the intended grantee's attorney or a title company licensed to do business in the State of Illinois, which is prorated as of the date of transfer on the basis of 110 percent of the tax assessor's latest assessed valuation, the latest known equalization factors and the latest known tax rate on the land. In the event the previous tax information or the previous tax bill includes other property, then the amount to be deposited in escrow shall be adjusted ratably based on the net acreage of the land compared to the net acreage of the other parcels covered by said tax bills. After the land has been divided for real estate tax purposes and has been conveyed to the intended grantee, the grantee shall proceed with due diligence to apply for a real estate tax exemption on the land.

1018 Objections: All objections relating to acreage requirements, presumptions as to fair market value, the Density Formula, or any other application of this Impact Fee Ordinance to a particular subdivision or planned unit development, shall first be referred to the Village Board for a hearing. An objection must be made, if at all, prior to the approval of the final plat of subdivision by the Village. A failure to object by such time shall constitute a waiver of the right to object to the provisions of this Impact Fee Ordinance. All developers submitting a plat of subdivision or resubdivision or a plat of a planned unit development to the Village shall be given a copy of this entire Impact Fee Ordinance, including the procedures for objecting to such an assessment as prescribed by this Impact Fee Ordinance. Upon receipt, the developer must sign an accompanying document acknowledging that the developer has received notice of the existence of such a procedure for objections. This document entitled *Acknowledgment of Notification of Rights* is attached as Exhibit C to the Impact Fee Ordinance and is incorporated herein by reference. The procedure for a hearing before the Village Board shall be as follows:

1. Duties of the Village Board: The Village Board shall have the following duties:
 - a. Consider objections regarding the Density Formula, the size of required sites, the fair market value of the land used to calculate the cash contribution, or any other application of this Impact Fee Ordinance to a particular subdivision or planned unit development.
 - b. The Village may adopt procedural rules to be used in carrying out the duties imposed by this Impact Fee Ordinance.
2. Information and Services to be Used: The Village and any benefitting government shall make available to the Village Board all professional reports relating to the Density Formula, the size of the sites and the fair market value of land used in calculating these cash contributions. The Village Board may also retain the services of professionals (attorneys, appraisers, statisticians, etc.) to assist in its review of issues raised by any objection.
3. Procedure for Resolving an Objection.

- a. Upon receipt of an objection, the Village Clerk shall place the same on the next regular meeting agenda of the Village Board at which meeting it shall by resolution establish a hearing date.
- b. The Village Board shall provide public notice of the hearing date to consider the objection and shall notify the affected district by certified mail, return receipt requested, of the filing of the objection and of any hearing regarding same.
- c. The Objector shall publish notice of the hearing date once each week for three consecutive weeks, at least 30 days before but no more than 60 days before the scheduled date of the hearing. Notice shall be published in a newspaper of general circulation within the corporate limits of the Village. The notice of public hearing shall not appear in the part of the paper where legal notices or classified ads appear. The notice shall not be smaller than one-quarter page of a standard size or tabloid-size newspaper. The objector shall send a copy of said notice to any person who has requested said notice by certified mail (stamped at a U.S. Postal Service facility showing the date of mailing) at least 30 days prior to the hearing date.
- d. The notice shall contain all of the following information:
 - i. The headline shall read: “NOTICE OF PUBLIC HEARING ON OBJECTION TO APPLICATION OF THE IMPACT FEE ORDINANCE REQUIRING THE DEDICATION OF SITES OR PAYMENT OF THE CASH CONTRIBUTIONS IN LIEU THEREOF”.
 - ii. The date, time and location of the public hearing.
 - iii. A statement that the purpose of the hearing is to consider the objection to a component of the application of the Impact Fee Ordinance requiring the dedication of sites or calculation of cash in lieu thereof.
 - iv. A general description of the parcel(s), service area or areas within the Village that are the subject of the hearing.
 - v. A statement that the Village shall make available to the public, upon request, an easily understandable and detailed map of the parcel(s), service area or areas to which the Impact Fee Ordinance applies, and any other available information about the objection.
 - vi. A statement that any member of the public affected by the Impact Fee Ordinance or the parcel(s) or service area shall have the right to appear at the public hearing and present testimony and/or evidence in support of or against the objection.

- e. A public hearing shall be held for the consideration of the objection. In addition to the Village, the affected district shall be allowed to participate in such hearing as a party thereto to present evidence, cross-examine witnesses and make arguments to the Village Board regarding the issues raised in the objection. The Village Board shall make a written finding to adopt, reject in whole or in part, or modify the objection presented at the hearing, by written report of the Village, within 30 days after the hearing. The Village shall then have at least 30, but not more than 60, days to approve, disapprove or modify, by ordinance or resolution, the findings in the Impact Fee Ordinance as it pertains to the development in question.

4. Costs and Fees: The objector shall bear all costs of the hearing before the Village Board, including, but not limited to attendance fees paid the Village Board members, publication costs, professional consultants and any other expenses of the Village.

1019 Condition to Annexation: The dedications of land or cash contributions in lieu thereof required by this Impact Fee Ordinance shall be required as a condition to the annexation of any land to the Village or any development of vacant land already within the Village boundaries, and provisions therefore shall at a minimum be incorporated in any annexation or pre-annexation agreement governing such land. However, the Village reserves the right to negotiate dedications of land, or cash contributions in lieu of land dedications, or a combination thereof, greater than those set forth herein. Further, any requirements with respect to dedications of land or cash contributions in lieu of land dedications shall be incorporated into any subdivision declaration of covenants running with the land.

1020 Indemnification: As a condition to any affected district receiving any land dedications and/or cash contributions in lieu thereof, the affected district shall execute an indemnification agreement largely similar in form and content to that set forth in Exhibit D of this Impact Fee Ordinance. This agreement shall be executed on or before June 1st of each year. Following execution of this agreement by the affected district, this indemnification agreement shall be furnished to the Village. In the event the affected district fails to execute and/or furnish the executed agreement as required in this Impact Fee Ordinance, the Village reserves the right to refuse to impose any land dedications and/or cash contributions in lieu thereof on behalf of the affected district.

1021 Collection of Fees: The cash contributions in lieu of land dedications imposed by this Impact Fee Ordinance shall be collected and held by the Village, or at its designation by the affected district in accordance with the standards in this Impact Fee Ordinance and shall be used for the purposes set forth in this Impact Fee Ordinance. If necessary, the affected district shall provide written confirmation of payment to the developer or owner that the developer or owner can present to the appropriate Village authorities as proof of compliance with the terms of this Impact Fee Ordinance.

1022 Time of Payment: All land dedications and cash contributions imposed by this Impact Fee Ordinance shall be due and payable upon final plat approval. For any lot which received final plat approval prior to the enactment of the Impact Fee Ordinance, and which remains vacant at the time the Impact Fee Ordinance is enacted, all dedications and fees imposed by the Impact Fee Ordinance shall be calculated and shall be due and payable at the time a building permit is issued. At the time of payment (at time of final plat approval or at time of building permit issuance), the owner or developer shall

receive a copy of the Impact Fee Ordinance and shall execute an acknowledgment (largely similar in form and content to that contained in Exhibit C) that a copy of the Impact Fee Ordinance has been received. The executed acknowledgment shall be maintained and filed along with documents evidencing proof of land dedication or payment of cash contributions in lieu of land dedication by each owner or developer.

1. Payment at Time of Platting. If necessary, in calculating the cash contributions to be paid at the time of platting, the Village will assume the maximum density permitted under the zoning classification approved pursuant to the Density Formula. For example, if the subdivision in question is zoned single family, the Village will assume for purposes of calculating cash contributions payable, pursuant to the Impact Fee Ordinance, that all houses will have five bedrooms. The Village or, if appropriate, the affected district will then hold sufficient funds pending issuance of the building permit to enable it to refund any overpayments resulting from the fact that houses with less than five bedrooms are constructed. Refunds shall be made at time of issuance of the building permit upon application by the Developer to the affected district.
2. Payment at Time of Building Permit Issuance. The Village may agree that the payment of the cash contributions may be made at the time of building permit issuance in consideration of which the owner or developer shall execute an Agreement, which is Exhibit E of this Impact Fee Ordinance. The Agreement provides that the developer agrees: (a) that the cash contributions payable will be adjusted in accordance with the requirements herein; (b) that the cash contributions may be expended for the purposes described in Exhibit F; and (c) to accept the validity of the Impact Fee Ordinance and the cash contributions as calculated. This Agreement, or memorandum thereof, shall be recorded along with the Plat of Subdivision upon approval by the Village.

In the event the Village agrees to delay the payment of fees and cash contributions required herein to the time of building permit issuance, the fees and cash contributions owed shall be those that are in effect at the time the building permit is issued.

EXHIBIT LIST

- EXHIBIT A:** **Table of Estimated Ultimate Population Per Dwelling Unit**
- EXHIBIT B:** **Acknowledgment of Notification of Rights**
- EXHIBIT C:** **Agreement Regarding the Receipt of Developer Subdivision Contributions and Indemnification Agreement**
- EXHIBIT D:** **Agreement Between Developer and Village to Delay Payment of Cash Contributions**
- EXHIBIT D.1:** **Legal Description of Property**
- EXHIBIT E:** **Johnsburg Park Impact Fee Calculations**
- EXHIBIT F:** **Johnsburg Park Capital Improvement Fee Calculations**

EXHIBIT A

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

Source: Illinois School Consulting Service/Associated Municipal Consultants, Inc., Naperville, IL 1996

EXHIBIT B

Acknowledgement of Notification Rights

Developer hereby acknowledges receipt of a copy of the Village of Johnsburg Impact Fee Ordinance that describes, in Section 1018, the developer's right to object to the imposition of dedication requirements or cash in lieu of land requirements.

Developer further acknowledges that if it has any objection to such imposition, that it must follow the procedure set forth in said Section 1018. Failure to do so by the developer shall constitute a waiver of the developer's right to object to such imposition. Payment of the fees or transfer of land pursuant to the Village of Johnsburg Impact Fee Ordinance shall constitute a waiver of any right to such a hearing.

Signed: _____

Date: _____

Witness: _____

Date: _____

EXHIBIT C

AGREEMENT REGARDING THE RECEIPT OF DEVELOPER SUBDIVISION CONTRIBUTIONS AND INDEMNIFICATION AGREEMENT

WHEREAS, the Village of Johnsburg, Illinois, on behalf of itself, its officers, employees and independent contractors (the “Village”), through its Impact Fee Ordinance has required that developers make contributions to government bodies affected by the subdivision improvements; and

WHEREAS, such contributions may be in land or in money and, when transferred or paid over to those government bodies, inure in part 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 the receipt of such contributions that those government bodies will: (a) acknowledge that the requirement that such subdivision contributions be made are totally within the discretion of the Village as to their existence, manner and amount; (b) 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) 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 annually.

NOW, THEREFORE, in consideration for the payment of money or the transfer of land to the _____ (“Benefitting Government”), which the Village, from time to time, may within its discretion cause to be made by developers that are subdividing property, it is agreed between the Village, on behalf of itself and its officers, employees and independent contractors, and the Benefitting Government as follows:

1. The Benefitting Government acknowledges that, except as otherwise provided in the Impact Fee Ordinance, the Village is not obligated to cause the payment of money or the transfer of land to the Benefitting Government. The Benefitting 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 Benefitting Government.

2. Legal Representation and Costs:

- A. In the event a lawsuit is filed against the Village and/or the Benefitting Government by a developer that is subdividing property 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 Impact Fee Ordinance, has been paid or is due to the Benefitting Government, then the Benefitting Government does agree to pay the costs and litigation expenses (including reasonable attorneys' fees) incurred by the Village in defending such lawsuit. The costs and expenses shall be paid by the Benefitting 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 Benefitting Government copies of the original statements reflecting the costs and expenses, together with the non-privileged supporting documentation that may be reasonably requested by the Benefitting Government.
- B. The Village covenants and agrees that it shall employ competent and skilled legal counsel to represent the Benefitting Government and the Village, and further covenants and agrees that it shall keep the Benefitting Government fully advised as to the progress and status of the litigation. In particular, the Village shall provide to the Benefitting Government copies of all pleadings filed in the litigation and shall consult regularly (and shall cause its attorneys to consult regularly) with the Benefitting 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 Benefitting Government.
- C. In the event the Benefitting Government decides that it would prefer to be represented in the litigation by legal counsel of its own choosing, then the Benefitting Government shall be free to retain its own legal counsel for that purpose, to intervene in the litigation and to ask the Village to terminate its representation of the Benefitting Government under Section 2 of this Agreement. The Benefitting Government shall notify the Village in writing to that effect. In that event, this Agreement shall remain in full force and effect regarding all other provisions of this Agreement, and the Benefitting Government shall remain liable to the Village for all sums that have accrued under this Agreement up until the date that such written notice is received and for all sums that remain due and owing from the Benefitting Government to the Village relating to the defense of any lawsuit under the terms of this Agreement.

3. The Benefitting Government shall further indemnify and hold harmless the Village from any and all liability arising from the Impact Fee Ordinance as it relates to contributions of land or money received by the Benefitting Government, including but not limited to the general administration and handling of funds required by the Village and/or the Benefitting Government for the Benefitting Government.

4. In the event a final and nonappealable judicial determination is made by a court of competent jurisdiction that contributions of land or money received by the Benefitting Government are, in whole or in part, excessive, the Benefitting Government shall promptly repay those contributions to the person who procures such a judgment, together with all other amounts judged by

the court to be owing from the Benefitting Government. In the event a judicial determination should require the payment of damages or payment of the attorneys' fees of the plaintiff's attorneys, the Benefitting Government shall pay all additional amounts.

5. In further consideration of the continued authorization by the Village enabling the Benefitting Government to collect the subject contributions of land or money, the Benefitting Government agrees that its obligations under this Agreement shall extend to both past and future cash and land contributions.

6. On or before June 1st of each year, the Benefitting Government shall submit a report to the Village describing the manner in which the payments have been used and provide any additional information the Village may require. When that money turned over to the Benefitting Government is to be used for a specific purpose or within a specific time period, the report shall address those issues. If the Benefitting Government should fail to file such a report with the Village, the Village may require that any further payments made pursuant to the Impact Fee Ordinance shall be made to the Village and shall delay the payment and distribution of any additional funds due the Benefitting Government until such time as a full report containing adequate information is transmitted to the Village. The Benefitting Government understands that it will be asked to execute an indemnity agreement similar to this agreement on an annual basis and that the Village shall not pay or cause to be paid any additional funds due to the Benefitting Government until such time as the Village is in receipt of such annually executed indemnity agreement.

7. 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 Benefitting Government or the Village with regard to claims or damages allegedly arising out of the Village's efforts prior to termination to impose, collect or distribute contributions, or to the actual distribution of subdivision contributions.

DATED this ___ day of _____, 20__.

Village of Johnsborg

The Benefitting Government

President
(SEAL)
ATTEST:

Title: _____
(SEAL)
ATTEST:

Village Clerk

Secretary

EXHIBIT D
AGREEMENT BETWEEN DEVELOPER AND Village
TO DELAY PAYMENT OF CASH CONTRIBUTIONS

This agreement (“Agreement”) is entered into between Village of Johnsburg (the “Village”) and _____, (“Developer”).

WHEREAS, 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 E.1 attached hereto and made a part hereof (the “Land”). Accordingly, pursuant to the Village of Johnsburg Impact Fee Ordinance (“Ordinance”), certain cash contributions for lands are immediately due the Village (or affected districts) from the Developer; and

WHEREAS, 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 dwelling unit basis at the time the Village issues a building permit for the particular dwelling unit.

NOW, THEREFORE, in consideration for the Village agreeing to delay the collection of the cash contributions, Developer hereby agrees as follows:

1. The amount of cash contributions owed shall be calculated based upon the Ordinance, or as provided for in such other future ordinance amending or replacing the Ordinance ,which is in effect at the time of the issuance of a building permit; and

2. 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 development: (a) for the acquisition of land; (b) for site improvements such as, by way of example, streets, curbs, gutters, storm water control, and utility extensions; (c) for construction of capital facilities, including, by way of example, new buildings and structures, and the expansion or enhancement of existing buildings and structures; and (d) for so-called soft costs directly related to the foregoing items (b) or (c) such as architectural and engineering costs.

3. Developer has reviewed the Ordinance regarding the dedication of sites or cash contributions in lieu thereof, as well as all of the methodology, formulae, calculations, projections, assumptions, numbers and other factors used to arrive at the land dedication requirements or cash contributions in lieu thereof that are the subject of this Agreement (hereinafter referred to as the “Ordinance and Attendant Calculations”) and hereby acknowledges and agrees that:

(a) Pursuant to the terms of the Ordinance, Developer has been offered the opportunity to raise in a hearing before the Village, any objections relating to acreage requirements, presumptions as to fair market value, the Density Formula, or any other application of the Ordinance; Developer has not raised such objections; Developer has thereby waived the right to assert those objections;

(b) Developer hereby waives any future right to object to or to institute any legal action regarding the Ordinance and Attendant Calculations.

(c) Developer hereby acknowledges that the Ordinance and Attendant Calculations have been properly passed, calculated and imposed.

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 dwelling unit on the land that 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 WHEREOF, the Village and the Developer have caused this Agreement to be duly authorized, executed and entered into as of the ____ day of _____ 20____.

President

Developer

Village Clerk

EXHIBIT D.1

Legal Description of Property

EXHIBIT F

JOHNSBURG PARK CAPITAL IMPROVEMENT IMPACT FEE CALCULATION

As of 2005 – adjust annually by CPI

**Cost of improvement
for 10 acres of land**

\$256,000

POPULATION	TOTAL IMPROVEMENT COST	COST PER PERSON
1,000	\$256,000	\$256.00

SINGLE FAMILY - Detached

IMPACT FEE

2 Bedroom	2.017	\$516.35
3 Bedroom	2.899	\$742.14
4 Bedroom	3.764	\$963.58
5+ Bedroom	3.770	\$965.12

TOWN HOUSE (Attached)

1-Bedroom	1.193	\$305.41
2-Bedroom	1.990	\$509.44
3-Bedroom	2.392	\$612.35
4-Bedroom	3.145	\$805.12

APARTMENTS

1-Bedroom	1.758	\$450.05
2-Bedroom	1.914	\$489.98
3-Bedroom	3.053	\$781.57

EXHIBIT G

2023 SCHEDULE OF FEES - VILLAGE OF JOHNSBURG

Filing Fee	\$500+\$10 per acre or unit
Annexation Fee	\$500 per acre + \$500 per unit
Platting Fee or Zoning Fee	\$500 per ac/unit in VOJ \$300 per ac/unit Annex
<u>School Impact Fee</u>	
2 Bedroom Attached	\$1,381.63
3 Bedroom Attached	\$2,750.51
4 Bedroom Attached	\$5,079.15
2 bedroom Detached	\$1,639.10
3 Bedroom Detached	\$5,694.76
4 Bedroom Detached	\$6,993.55
<u>Library Impact Fee</u>	
1 Bedroom	\$185.65
2 Bedrooms	\$232.45
3 Bedrooms	\$279.26
4 Bedrooms	\$326.06
<u>Village Hall/Public Blding Fee</u>	
2 bedrooms	\$530.44
3 Bedrooms	\$705.16
4 Bedrooms	\$883.03
5 Bedrooms	\$1,060.87
<u>Park Cash (in lieu of land)</u>	
1 Bedroom Attached	\$1,672.62
2 Bedroom Attached	\$2,790.02
3 Bedroom Attached	\$3,353.64
4 Bedroom Attached	\$4,409.37
2 bedroom Detached	\$2,827.88
3 Bedroom Detached	\$4,064.46
4 Bedroom Detached	\$5,277.21
5 Bedroom Detached	\$5,285.63
<u>Park Capital Improvement</u>	
1 Bedroom Attached	\$476.47
2 Bedroom Attached	\$794.78
3 Bedroom Attached	\$995.33
4 Bedroom Attached	\$1,256.07
2 bedroom Detached	\$805.56
3 Bedroom Detached	\$1,157.81
4 Bedroom Detached	\$1,503.28
4 Bedroom Detached	\$1,505.68
Road Maintenance Fee	\$1,274.56
Water Connection Fee*	\$5,976.45
Sewer Connection Fee*	\$7,562.05
Emergency Siren Fee	\$100.00
Transition Fees (per unit)	School \$4,680.30 Municipal \$1,638.10