

ARTICLE 8

DEVELOPMENT IMPACT FEES

8.01 Dedication of School Sites and Cash Contributions in Lieu of School Sites

As a condition of approval of the recording of a final plat of a minor residential subdivision, final plat of a major residential subdivision, or final plat of a planned unit residential or mixed use development (See Article 15 for definitions), each developer, builder, owner, or subdivider (hereinafter collectively referred to as "Developer") shall dedicate land for school sites to serve the immediate and future needs of the residents of the development, or make cash contribution in lieu of actual land dedication, or a combination of both, in accordance with the criteria set forth in this Article 8.

8.01.01 Criteria for Requiring School Site Dedication

1. *Contribution Requirement and Population Ratio:* The ultimate number of students to be generated by a subdivision or planned unit development shall be directly related to 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 students to be served from the subdivision or planned unit development in each school classification as calculated from the population density schedule set forth in subsection 8.01.04, over the*
 - b. *maximum number of students to be served in each school classification as stated in subsection 8.01.02(2), and then multiplying the ratio by the*
 - c. *minimum recommended number of acres for a school site of each such school classification as stated in subsection 8.01.02(2). The product thereof shall be the acres of land deemed necessary to have sufficient land for school sites to serve the estimated increased children in each such school classification.*

2. *School Classification and Size of School Site:* School classifications and size of school sites within the City shall be determined with the following criteria:

School Classification by Grade	Maximum Number of Students per Classification	Minimum Acreage of Land per Classification
K-4 Elementary	600	11
5-8 Junior High	900	24
9-12 Senior High	2000	40

The location of the school sites shall be subject to an intergovernmental agreement between the City and the School District, or, in the absence of an agreement, the City's Comprehensive Plan. The intergovernmental agreement or Comprehensive Plan, whichever applicable, shall serve as a guideline for locating school sites. The school site must be acceptable to the School District.

8.01.02 Criteria for Requiring a Contribution in Lieu of a School Site

1. When the land dedication calculated in accordance with the formula set forth in subsection 8.01.02 (1) is too small to be practical for use as a school site, or when the development requires improvements or additions to existing school sites, or when the land to be dedicated is unsuitable for a school site or otherwise unacceptable to the School District, the City, in concurrence with the

School District, shall require the Developer to pay a cash contribution in lieu of the required land dedication.

2. The cash contribution in lieu of land dedication for a school site shall be based upon the fair market value of an acre of land in the area improved. It has been determined that the present fair market value of such improved land in and surrounding the City is seventy-five thousand dollars (\$75,000.00) per acre. A Developer may object to this figure. In the event of such an objection, the objecting party shall, at its own cost, submit an appraisal done by a Member of Appraisal Institute (M.A.I.), showing the "fair market value" of the land in the development. The final determination of said "fair market value" per acre of such improved land shall be made by the City Council based upon such information provided by the Developer or the School District.
3. The cash contribution to be made in lieu of or in combination with the dedication of land shall be in accordance with the following schedule, which is based upon the fair market value of seventy-five thousand dollars (\$75,000.00) per acre:

<u>Type of Unit</u>	<u>Cash Contribution per Unit</u>
Detached Single Family	
2-Bedroom	\$261.37
3-Bedroom	\$1,187.36
4-Bedroom	\$1,928.75
5-Bedroom	\$2,206.80
Attached Single Family	
1-Bedroom	\$0.00
2-Bedroom	\$189.44
3-Bedroom	\$433.29
4-Bedroom	\$1,068.51
Apartments	
Efficiency	\$0.00
1-Bedroom	\$0.00
2-Bedroom	\$200.79
3-Bedroom	\$479.27
4-Bedroom	\$479.27

8.01.03 School Population Density

1. The cash contribution schedules set forth in subsection 8.01.03(3) are based on the following school-age population density schedule: (2017-044)

Type of Unit	K-4	5-8	9-12
Detached Single Family			
2-Bedroom	.1000	.0470	.0180
3-Bedroom	.3175	.2375	.1460
4-Bedroom	.4275	.4005	.3130
5-Bedroom	.5165	.5233	.3270
Attached Single Family			
1-Bedroom	0	0	0
2-Bedroom	.0625	.0233	.0210
3-Bedroom	.1765	.0572	.0510
4-Bedroom	.2630	.2185	.1800
Apartments			
Efficiency	0	0	0
1-Bedroom	0	0	0
2-Bedroom	.0540	.0318	.0420
3-Bedroom	.1305	.0630	.1160

2. In the event a Developer files a written objection to the use of the school-age population density schedule, the Developer shall obtain and submit, at his own cost, a demographic study showing the estimated population to be generated from the development. The final determination of the density formula to be used in such calculations shall be made by the City Council based upon such demographic information submitted by the Developer or the School District.

8.01.04 Criteria for Requiring Land Dedication and a Cash Contribution

A combination of a land dedication and a cash contribution in lieu of land shall be required 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 or planned unit development falling within the school location shall be dedicated as a site, and a cash contribution in lieu thereof shall be required for any additional land that would have been required to be dedicated; or
2. A major part of the school site has already been acquired and only a small portion of land is needed from the development to complete the site. The remaining portions shall be required by dedication, and a cash contribution in lieu thereof shall also be required.

8.01.05 Permitted Use of Cash Contribution

Cash contributions payable under subsection 8.01.03 may be used by the School District to serve the immediate or future needs of students from the development or for improvements to existing sites that will service the development. Cash contributions may also be used for the acquisition of school sites, the construction of new schools, the capital improvement of existing schools, or for the payment of any bonds issued for school construction or improvements.

The School District and the City shall agree, as part of an intergovernmental agreement, to the management and distribution of these funds for future use. Under the terms of such an agreement, the School District shall provide the City with annual audit reports and any other information the City may request from time to

time to ensure compliance with this Article 8. If any portion of a cash contribution in-lieu-of school land dedication is not expended for the purpose set forth herein within twelve (12) years from the date of receipt, the School District shall refund such contribution to the owners of record of all lots, except lots dedicated pursuant to the provisions of this Article 8, in the development, subdivision, or planned unit development for which the contribution was made. The refund shall be paid to the persons who are the owners of record on the day which is the twelfth anniversary of the receipt of such contribution. The amount of refund due to each lot owner shall be equal to the amount of the original contribution, together with interest at the rate of five (5) percent, divided by the total number of lots in the development, subdivision or planned development or phase thereof (excluding those lots which were dedicated pursuant to this Article 8) for which such contribution was made.

8.01.06 Combining with Adjoining Developments

In those cases where the subdivision or planned unit development is less than 40 acres, a school site shall be situated in relation with adjoining developments and dedication so as to produce usable school sites.

8.01.07 Topography and Grading

The slope, topography, and geology of the dedicated site, as well as its surroundings, shall be suitable for its intended purpose.

8.01.08 Improved Sites and Time of Conveyance

The Developer shall reserve all required lands to the School District as a condition of approval of the final plat or planned unit development final plan. The plat shall not be recorded for 30 days after being submitted by the Developer to the City for signature or until the School District executes a written acceptance of the conveyance, whichever is sooner.

All sites shall be conveyed to the School District fully improved with streets, water, sewer, enclosed drainage, curbs and gutter and in a condition ready for full electrical and gas service, as applicable to the location of the site, or acceptable provision made therefore, as agreed to by the School District.

The School District shall provide written notice to the Developer at least eighteen (18) months in advance of their desired date of conveyance. The Developer shall deliver the site to the School District fully improved, as specified in this Article 8.01.09, within the eighteen (18) month period, unless otherwise agreed upon between the City, School District and Developer. To ensure delivery of the site fully improved, the Developer shall post an irrevocable letter of credit to the City, prior to the recording of a final plat of a minor residential subdivision, final plat of a major residential subdivision, or final plat of a planned unit residential or mixed use development, in an amount equal to one hundred and twenty (120) percent of the estimated amount of the improvements to the school site.

8.01.09 Payment of Cash Contributions

In the case of a cash contribution, payment in full in the form of cash or other instrument suitable to the School District shall be received by the School District prior to application for a building permit in an subdivision under the provisions of this Article 8.01.03(3), unless otherwise agreed upon between the City, the School District, and the Developer. The applicant shall provide the City with a written receipt of payment to the School District of the required fees specified in this Article 8. The receipt shall be signed by the School District's Business Manager or designee.

8.01.10 Indemnification

Except as otherwise provided below, the DeKalb School District, through an intergovernmental agreement with the City, shall be required, as a condition of receiving the donations hereunder, to indemnify and hold harmless the City of DeKalb, its officers, agents and employees from any loss, claims and causes of actions of every kind incurred by the City as a result, either directly or indirectly, of the passage of this Article 8, or

the administration or enforcement thereof. If the City is sued by any sub-divider or Developer as a result, directly or indirectly, of the passage of this Ordinance, the City may, at its option, undertake the defense thereof but all costs and expenses of such defense, including attorneys' fees, shall be immediately reimbursed by the School District. The City may withhold delivery of any contribution to the School District pending compliance with these indemnity provisions:

1. Where the City receives cash in lieu of a land dedication and fails to remit such monies to the School District in accordance with the terms of this Article 8 or an intergovernmental agreement with the School District and the School District files suit against the City, the School District shall be entitled to recover as a part of the judgment therein, or any settlement thereof, all costs and expenses, including reasonable attorney's fees, incurred by the District. The City shall not be liable for the reimbursement of the School District's attorney's fees when the School District expressly waives such liability in a settlement agreement between the City and the School District or when the City prevails by judgment or verdict in such suit. The City shall defend against such suit and bear its own costs and expenses incurred from such suit, including attorney's fees.
2. Where the School District improperly uses funds or fails to use funds and does not return such funds as specified in this Article 8, the City may sue the School District and shall be entitled to recover as a part of the judgment therein, or any settlement thereof, all costs and expenses, including attorneys' fees, incurred by the City, except that the School District shall not be liable for the reimbursement of the City's attorney's fees when the City expressly waives such liability in a settlement agreement between the City and School District or when the School District prevails by judgment or verdict in such suit.
3. The School District shall have the right to have a School District officer, director, agent or attorney monitor any litigation of any kind arising from this Ordinance, and to have such person consult with the attorney representing the City in any such litigation. The City shall consult with the School District prior to approving or disapproving any proposed settlement of such litigation. However, the City shall retain the sole right to approve or disapprove any proposed settlement of a dispute arising directly or indirectly under this Article 8 and/or the administration and enforcement thereof, except if a plaintiff in a lawsuit makes a good faith and reasonable settlement demand which the School District desires to accept, and the City rejects such demand and a subsequent judgment in such suit results in a damage award higher than the amount of the demand that was approved by the School District and rejected by the City, then the City shall be liable for the difference in damages between the damage award and the settlement demand.
4. The School District shall contract for and purchase and continuously maintain for as long as this Ordinance is in effect, insurance, which includes Comprehensive General Liability Insurance and Umbrella Liability Insurance on a contractual basis, to fund the indemnity provided in this Article 8 and an intergovernmental agreement between the City and the School District. Such insurance shall be in such amounts as agreed to by the City and School District, but shall not be less than one million dollars (\$1,000,000.00). The School District shall furnish the City with a certificate of insurance by the carrier of said insurance showing the insurance required hereunder is at all times kept in force. Each certificate shall expressly provide that the insurance evidenced thereby shall not be cancelable without at least thirty (30) days prior written notice to the City.
5. Unless otherwise specifically provided, the above indemnification provision shall be implied condition of every intergovernmental contract entered into pursuant to this Article 8.

The School District, in the terms of the Intergovernmental Agreement shall covenant and agree, in addition to the indemnification provisions provided above, not to sue the City for any claim arising, directly or indirectly, out of the passage of this Article 8, or the administration or enforcement thereof, except for a violation covered by subsection 8.01.11(1) above.

8.01.11 Effective Date for Dedications and Cash Contributions

The land dedication and cash contributions shall apply to all final plats or planned unit development final plans or portions or phases of developments whose plats are approved on or after July 1, 1998. However, for those developments that have received preliminary plat or plan approval prior to July 1, 1998, their subsequent final plat or plans, shall be exempt from the terms and provisions of this ordinance provided they are approved prior to January 1, 1999.

A final plat or plan for all or a portion of a subdivision or planned unit development shall be subject only to the fees calculated with the specified land value in Article 8.01.03(2) that is in effect at the time of approval. As a condition of approval, a plat note shall be required indicating the amount of the land value specified in Article 8.01.03(2) at the time of said approval.

8.01.12 Additional Contribution Agreements

Nothing in this Article 8 shall be construed as prohibiting the School District from entering into an agreement with the Developer for the payment of additional fees or the payment for other goods or items in addition to the payment of cash contributions, the dedication of land, or both under this Article 8.

8.01.13 Severability

If any provisions of this Article 8, or the application thereof to any person or circumstances is declared invalid by a court of competent jurisdiction, such partial invalidity shall not affect other provisions or applications of this Article 8 which can be given effect without the invalid provision or application thereof, and to this extent the provisions of this Article 8 are declared to be severable.

8.01.14 Payment of General Real Estate Taxes

General real estate taxes levied or which become due because of any conveyance, against the school site which is conveyed, shall be the responsibility and obligation of the Developer (the "grantor"). Grantor shall furnish evidence of payment of these taxes or deposit the amount of those taxes in escrow with the title company furnishing the preliminary reports of title, requiring payment of the taxes when they become due. After payment of the taxes, evidence of such payment shall be furnished to the City and School District. The amount of any general real estate taxes for the year of conveyance shall be pro-rated to the date of delivery of deed. The amount of the general real estate taxes shall be based on the assessor's latest known rate, value and equalizer, if any for the land being conveyed.

8.01.15 Real Estate Conveyance Requirements

All real estate conveyed to the School District pursuant to the provisions of this Article 8 is hereby designated as "public land." The Developer (the "grantor") shall furnish the City and the School District with a survey of the public land to be conveyed and a commitment for title insurance from a title company licensed to do business in the State of Illinois, in the amount of the fair market value of such public land. If within thirty (30) days of receipt of the commitment, the City or School District objects in writing to defects in the title, the grantor shall have thirty (30) additional days from the date of delivery of such written objections to cure such defects.

All deeds of conveyance pursuant to this Article 8 shall be recorded, at the grantor's sole expense, in the office of the recorder of deeds of DeKalb County. All conveyances pursuant to this Article 8 shall be by warranty or trustee's deed subject only to the following:

1. Acts done or suffered by, or s against, the School District, its successors and assigns;
2. General taxes for the year of conveyance, and subsequent years;
3. Zoning and building laws and/or ordinances;

4. Public and utility easements of record which are reasonably acceptable to the City and School District;
5. Conditions and covenants of record as contained only in plats of subdivision approved by the City;
6. Rights-of-way for drainage ditches, feeders, laterals, and underground tile, pipe or other conduit;
7. Such other exceptions to title that the City and School District find acceptable.

Each conveyance shall be accompanied by an appropriate affidavit of title.

8.01.16 Reservation of Additional Land

Where the City's Comprehensive Plan calls for a larger number of school site acres in a particular subdivision or planned unit residential or mixed use development than the Developer is required to dedicate, the land needed in excess of the required dedication shall be reserved for subsequent purchase by the School District. Such reservations shall be made for at least one (1) year from the date of approval of the final plat.

8.02 Dedication of Public Park Sites and Cash Contributions in Lieu of Park Sites

As a condition of approval of the recording of a final plat of a minor residential subdivision, final plat of any phase of a major residential subdivision, or final plat of a planned residential development (“PD-R”) or mixed use development (See Article 15 for definitions), each developer, builder, owner, or subdivider (hereinafter collectively referred to as Developer) shall dedicate land for public park sites to serve the immediate and future needs of the residents of the development, or make cash contribution in lieu of actual land dedication, or a combination of both, in accordance with the criteria set forth in this Article 8. (2000-002, 2002-068)

8.02.01 Criteria for Requiring Park Site Dedication

1. *Contribution Requirement and Population Ratio:* The ultimate number of residents to be generated by a subdivision or planned unit development shall be directly related to the amount of land required to be dedicated for park sites. The land dedication requirement shall be determined by using a ratio of 11.5 acres of park space for each 1000 persons of expected population.

For the purposes of that determination, the expected population shall be determined by multiplying the number of dwelling units of each type by the proportional expected population as outlined in the chart below. The resulting expected population shall then be multiplied by 0.0115 to determine the total number of acres of required park space.

<u>Type of Unit</u>	<u>Expected Population per Unit</u> (persons)
Apartments	
Efficiency	1.0000
1-Bedroom	1.1900
2-Bedroom	1.6590
3-Bedroom	2.8140
4-Bedroom	4.0040
Attached Single Family	
1-Bedroom	1.0500
2-Bedroom	1.8990
3-Bedroom	2.2770
4-Bedroom	3.3280
Detached Single Family	
2-Bedroom	1.9890
3-Bedroom	2.9870
4-Bedroom	3.8070
5-Bedroom	4.4190

For the purposes of this Ordinance, unless otherwise provided by the developer, the following estimations shall be used for the anticipated construction in the proposed development:

Apartments: Fifty percent 2-Bedroom units, forty percent 3-Bedroom units, and ten percent 4-Bedroom units;

Attached Single Family: An equal mix of 2-Bedroom and 3-Bedroom units;

Detached Single Family: An equal mix of 3-Bedroom and 4-Bedroom units.

If a developer provides a development plan that has a specific mix of units other than that outlined above, the City Council may take appropriate action to assure that the development is restricted to the mix and number of Bedrooms planned.

2. *Park Classification and Size of Park Sites:* Park site classifications, size, population served and service areas within the City shall be determined with the following criteria:

<u>Park Classification</u>	<u>Park Size</u>	<u>Min Acres/ 1000 pop</u>	<u>Service Area (radius)</u>
Neighborhood Park	2.0 – 12.0 acres	5.0	Up to 1/2 mile (2,600 feet)
Community Park	12.0 – 75.0 acres	6.5	Up to 3/4 mile (4,000 feet)
Total		11.5	

3. General Requirements for Land Contributions

Unless otherwise waived, lands to be dedicated to the DeKalb Park District shall conform to the following criteria:

- a. *Location:* The DeKalb Park District Comprehensive Plan, as then in effect, shall be used as a guideline in determining the general location of park sites. Generally, neighborhood park sites should be accessible to the public and serve a population up to a one-half (1/2) mile radius from the site, depending on the classification of the park. Community Parks are intended to serve a broader area.
- b. *Size:* Parks shall be a minimum of 2 acres in size. Any proposed park space dedication of less than 2 acres in size may be accepted at the discretion of the DeKalb Park District, but may not count as part of the park space dedication for the proposed subdivision. Parks shall be distributed throughout the proposed development in a manner that allows adequate park service to all residents of the proposed development.
- c. *Topography and Soils:* Park sites must possess suitable topography and soil types for the use to which they are dedicated. The developer shall supply the DeKalb Park District with the results of a minimum of one soil boring per acre to a minimum depth of fifteen feet (15'). The developer shall also provide the Park District with a Phase I Environmental Study and any hazardous materials identified in such Study shall be removed by the developer prior to conveyance.
- d. *Storm Water and Surface Water Detention or Retention Areas:* Storm water and surface water detention and retention areas may be accepted at the discretion of the Park District Board of Commissioners but not count toward the total land dedication. As an exception, the Park District Board of Commissioners may choose to recommend full or partial credit when ponds or lakes are of an appropriate size, with significant recreational value, or include a large area of adjacent land.
- e. *Wetlands and Other Natural Areas:* Wetland and other natural areas will be considered acceptable only when they are considered significant in size, quality, uniqueness, contain endangered plants or animal species, or are adjacent to existing natural areas currently owned by the Park District. Wetland areas may be accepted at the discretion of the Park District Board of Commissioners. Any such wetland area accepted by the Park District shall not count towards the total land dedication required herein. As an exception, the Park District Board of Commissioners may choose to recommend full or partial credit when the wetland is of an appropriate size, with significant recreational value, or includes a large area of adjacent land.

- f. *Private Recreation Areas:* Credit shall not be given towards the total land/cash contributions for private recreation or open space provided by the developer.
 - g. *Dimensions:* Sites should generally be rectangular in shape with dimensions generally proportionate to the ratio of a depth of three (3) to a width of two (2). These criteria shall not apply to sites considered for extraordinary types of facilities such as, but not limited to, trails.
 - h. *Frontage:* Sites shall consist of thirty (30) feet of street frontage per acre of land dedicated, with a minimum of one hundred fifty (150) feet of frontage.
 - i. *Access:* Access to park sites and connections to other park sites are to be provided by way of open access ways between homes and/or from public right of way. The access ways should be, at a minimum, equal to the average lot width within the proposed subdivision.
 - j. *Drainage:* Except for storm water and surface water drainage facilities servicing the park facilities constructed on the site, detention or retention basins for storm water drainage from the surrounding development shall not be located on park sites unless approved by the Park District Board of Commissioners.
4. **Improvements Required For Land Dedication:** Park sites to be developed by developer shall include the following land improvements:
- a. *Utilities:* Each dedicated park site shall be provided with the following utilities to the property line:
 - 1) Sanitary sewer adjacent to the site shall be a minimum of eight (8) inches in diameter. If the sanitary sewer is across the right of way from the park site, the developer shall provide a capped six (6) inch minimum diameter service line to the property line, accessible by a manhole where necessary, and as approved by the City and/or Kishwaukee Water Reclamation District in consultation with the Park District.
 - 2) Water line adjacent to the site shall be a minimum of eight (8) inches in diameter. If the water line is across the right of way from the park site, the developer shall provide a capped one (1) inch minimum diameter water line to the property line, as approved by the City in consultation with the Park District, and unless otherwise requested for the needs of a special facility.
 - 3) Storm sewers shall be provided at appropriate locations to properly drain the park site, as approved by the City and Park District.
 - 4) Other utilities, such as electric, gas and telephone shall be responsible solely for utility extensions necessary to construct a park facility. These utilities shall be located adjacent to and readily accessible to the park site. The Park District shall not be responsible for utility extensions for any other purpose.
 - b. *Grading:* Each dedicated park site shall be graded to drain at a minimum of two (2) percent for open areas and slopes on berms, when berms are required, shall not exceed four to one (4:1). ((3:1) or steeper shall be deemed unacceptable). Grading shall include, but not be limited to: berms for separation, screening or aesthetics, placement of six (6) inches of topsoil and fine grading. Grading and berming shall be in accordance with plans approved by the City and Park District
 - c. *Other Site Developments:* The developer shall be required to provide other site developments for the land to be dedicated for park purposes, which shall include, but not limited to, the following:

- 1) *Seeding*: The developer shall seed the entire park site with a blend approved by the Park District. Seeding shall include placement, watering as necessary and mowing until such time as a full stand of turf is established and accepted by the Park District, but not less than one full growing season.
- 2) *Landscaping*: Developer shall purchase and install park landscape as approved by the Park District, per Park District specifications. Landscape shall include (per 2 acres); at a minimum:

5 shade trees	2-1/2 inch cal. B&B
3 evergreen trees	7 foot ht. B&B
6 ornamental trees	6 foot ht. B&B
20 deciduous shrubs	30 inch ht. or 7 gal.
15 evergreen shrubs	18 inch spr. or 5 gal.

All trees shall be from the City's approved tree list, unless written permission to select a tree not on the approved list is received from the City.

As an alternative to the landscaping requirements set forth in this subsection c2, the developer may, upon concurrence of the Park District, make the following cash contribution in lieu of the required improvement: the sum of three thousand dollars (\$3,000.00) per acre; and for each fraction of an acre, an equal fraction of three thousand dollars (\$3,000.00). Said contributions shall be adjusted annually as set forth in Section 8.02.02.

- 3) *Walks, Utilities and Sewers*: Developer shall install all public walks, curb, pavement, sewers and utilities along all park site frontages as per City subdivision regulations.
 - 4) *Curb Cuts*: Developer shall install curb cuts as per City and Park District specifications.
- d. *Completion*: Unless otherwise agreed, the above listed park improvements shall be completed on or before such time as fifty (50) percent of the residential building permits for the total units in the development have been issued.
 - e. *Storage of Overburden*: The storage of overburden on a park site and the use of the park site as a borrow pit is prohibited, though temporary storage may be granted in some cases. Terms of such temporary storage shall be determined by the City and Park District. No foreign material shall be added to the park site, except as approved by the City and Park District.
 - f. *Other*: The developer shall supply the Park District with a complete survey of the site and as-built drawings, showing engineering and utilities. The developer shall mark the corners of the property with permanent monuments.

8.02.02 Criteria for Requiring a Contribution in Lieu of a Park Site

1. When the land dedication calculated in accordance with the formula set forth in subsection 8.02.01 (1) is too small to be practical for use as a park site, or when the development requires improvements or additions to existing park sites, or when the land to be dedicated is unsuitable for a park site or otherwise unacceptable to the DeKalb Park District, the City shall require the Developer to pay a cash contribution in lieu of the required land dedication.
2. The cash contribution in lieu of land dedication for a park site shall be based upon the fair market value of an acre of land in the area improved. It has been determined that the present fair market value of such improved land in and surrounding the City is one hundred thousand dollars (\$100,000.00) per acre. A Developer may object to this figure. In the event of such an objection, the objecting party shall, at its own cost, submit an appraisal done by a Member of Appraisal

Institute (M.A.I.), showing the fair market value of the land in the development. The final determination of said fair market value per acre of such improved land shall be made by the City Council based upon such information provided by the Developer or the Park District. This figure shall be subject to a "CPI adjustment" and shall be adjusted each September by the City, multiplied by a fraction, the numerator of which is the "all items" "Consumer Price Index For Urban Consumers" (1982-1984 = 100) for Chicago, Gary and Kenosha, published by the United States Department of Labor's Bureau of Labor Statistics ("CPI") for the month of September preceding the year of adjustment and the denominator of which is the CPI for the month of September. If any index is calculated from a base different from the base period 1982-1984 = 100, such index shall be converted to a base period of 1982-1984 = 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. The "fair market value" as defined above shall be used in calculating any cash in lieu of land contribution herein unless timely objected to as stated above.

3. In the event a Developer files a written objection to the use of the population density average outlined above, the Developer shall obtain and submit, at his own cost, a demographic study showing the estimated population to be generated from the development. The final determination of the density formula to be used in such calculations shall be made by the City Council based upon such demographic information submitted by the Developer.

8.02.03 Criteria for Requiring Land Dedication and a Cash Contribution

A combination of a land dedication and a cash contribution in lieu of land shall be required when:

1. Only a portion of the land to be developed is proposed as the location for a major park site. That portion of the land within the subdivision or planned development falling within the major park location shall be dedicated as a site, and a cash contribution in lieu thereof shall be required for any additional land that would have otherwise been required to be dedicated; or
2. A substantial portion of the major park site has already been acquired and only a small portion of land is needed from the development to complete the site. The remaining portions shall be required by dedication, and a cash contribution in lieu thereof shall also be required; or
3. The developer will be contributing certain park sites, and the balance of the required park site acreage would be too small or otherwise unsuitable for park sites, in the opinion of the Park District Board of Commissioners then the developer shall contribute cash in lieu of the balance of the required park site acreage before final Plat approval; or
4. The Park District Board of Commissioners deems it necessary to take a portion of the dedication in cash in order to have the funds to develop the site, before Final plat approval.

8.02.04 Permitted Use of Cash Contribution

Cash contributions payable under subsection 8.02.02 may be used by the DeKalb Park District, to serve the immediate or future needs of residents from the development or for improvements to existing sites that will service the development. Cash contributions may also be used for the acquisition of park sites, the construction of new parks, the capital improvement of existing parks, the establishment of or addition to a land bank, or for the payment of any bonds issued for park construction or improvements.

In any intergovernmental agreement entered into by the City of DeKalb and the DeKalb Park District, to further the purposes of this Article, the City and the Park District shall agree to the management and distribution of these funds for future use. Under the terms of such an agreement, the DeKalb Park District shall provide the City with annual audit reports and any other information the City may request from time to time to ensure compliance with this Article 8. With the exception of funds deposited for the establishment

of or addition to a land bank, if any portion of a cash contribution in lieu of park land dedication is not expended for the purpose set forth herein within twelve (12) years from the date of receipt, the DeKalb Park District shall refund any remaining contribution to the owners of record of all lots, except lots dedicated pursuant to the provisions of this Article 8, in the development, subdivision, or planned unit development for which the contribution was made. The refund shall be paid to the persons who are the owners of record on the day which is the twelfth anniversary of the receipt of such contribution. The amount of refund due to each lot owner shall be the remaining contribution divided by the total number of lots in the development, subdivision or planned development or phase thereof (excluding those lots which were dedicated pursuant to this Article 8) for which such contribution was made.

8.02.05 Combining with Adjoining Developments

In those cases where the subdivision or planned unit development is less than 40 acres, a major park site shall be situated in relation with adjoining developments and dedication so as to produce usable park sites that service both developments.

8.02.06 Improved Sites and Time of Conveyance

The Developer shall reserve all required park lands as a condition of approval of the final plat or planned development final plan. The plat shall not be recorded for 30 days after being submitted by the Developer to the City for approval, or until the City and the DeKalb Park District execute a written acceptance of the conveyance, whichever is sooner. Any final plat including a park site shall be required to have the Park District execute the final plat.

All sites shall be conveyed to the DeKalb Park District fully improved, in accordance with section 8.02.01(3) "*General Requirements for Land Contributions*," as applicable to the location of the site, or acceptable provision made therefore, as agreed to by the City and the DeKalb Park District. To ensure delivery of the site fully improved, the Developer shall post a subdivider's bond, or an irrevocable letter of credit, in a form acceptable to the Park District. Said bond or letter of credit shall be delivered to the Park District and shall name both the City and the Park District as beneficiaries, prior to the recording of a final plat of a minor residential subdivision, final plat of a major residential subdivision, or final plat of a planned unit residential or mixed use development. The bond or letter of credit shall be in an amount equal to one hundred twenty (120) percent of the estimated amount of the improvements to the park site. This bond or letter of credit may not be combined with, or included as part of, other sureties that may be required as part of the subdivision or development. The bond or letter of credit shall not be released until both the City and the DeKalb Park District agree that all of the provisions of the bond have been met.

8.02.07 Payment of Cash Contributions

In the case of a cash contribution, payment in full in the form of cash or other instrument suitable to the DeKalb Park District shall be received by the DeKalb Park District prior to recording of a final plat in any subdivision under the provisions of this Article 8.02, unless otherwise agreed upon between the City and the DeKalb Park District and the Developer. When payment is made to the DeKalb Park District, the applicant shall provide the City with an original written receipt of payment to the DeKalb Park District of the required fees as specified in this Article. The receipt shall be signed by the DeKalb Park District's Business Manager or designee, and shall bear the stamp or seal of the DeKalb Park District, as applicable.

8.02.08 Indemnification

Except as otherwise provided below, or otherwise within another Agreement, when the DeKalb Park District receives land or cash pursuant to the terms of this Article, the District shall be required, as a condition of receiving the donations hereunder, to indemnify and hold harmless the City of DeKalb, its officers, agents and employees from any loss, claims and causes of actions of every kind incurred by the City as a result, either directly or indirectly, of the passage of this Article 8, or the administration or enforcement thereof. If the City is sued by any subdivider or Developer as a result, directly or indirectly, of the passage of this Ordinance, the City may, at its option, undertake the defense thereof but all costs and expenses of such

defense, including attorney fees, shall be immediately reimbursed by the DeKalb Park District. The City may withhold delivery of any contribution to the DeKalb Park District pending compliance with the indemnity provisions.

The DeKalb Park District, in the terms of the Intergovernmental Agreement with the City, shall covenant and agree, in addition to the indemnification provisions provided above, not to sue the City for any claim arising, directly or indirectly, out of the passage of this Article 8.02, or the administration or enforcement thereof.

8.02.09 Effective Date for Dedications and Cash Contributions

The land dedication and cash contributions shall apply to all final plats or planned unit development final plans or portions or phases of developments whose plats are approved on or after July 1, 2006. However, for those developments that have received preliminary plat or plan approval prior to June 30, 2006, their subsequent final plat or plans, shall be exempt from the terms and provisions of this ordinance.

A final plat or plan for all or a portion of a subdivision or planned unit development shall be subject only to the fees calculated with the specified land value in Article 8.02.02(2) that is in effect at the time of approval. As a condition of approval, a plat note shall be required indicating the amount of the land value specified in Article 8.02.02(2) at the time of said approval.

8.02.10 Additional Contribution Agreements

Nothing in this Article 8 shall be construed as prohibiting the DeKalb Park District from entering into an agreement with the Developer for the payment of additional fees, the payment for other goods or items in lieu of the payment of cash contributions, or in addition to the payment of cash contributions, the dedication of land, or all of the above, under this Article 8. The Park District shall provide the City with a copy of any such agreements prior to the issuance of the final plat.

8.02.11 Severability

If any provisions of this Article 8, or the application thereof to any person or circumstances is declared invalid by a court of competent jurisdiction, such partial invalidity shall not affect other provisions or applications of this Article 8 which can be given effect without the invalid provision or application thereof, and to this extent the provisions of this Article 8 are declared to be severable.

8.02.12 Payment of General Real Estate Taxes

General real estate taxes levied or which become due because of any conveyance, against the park site which is conveyed, shall be the responsibility and obligation of the Developer (the grantor). Grantor shall furnish evidence of payment of these taxes or deposit the amount of those taxes in escrow with the title company furnishing the preliminary reports of title, requiring payment of the taxes when they become due. After payment of the taxes, evidence of such payment shall be furnished to the City and the DeKalb Park District benefiting from the conveyance of land pursuant to this Article. The amount of any general real estate taxes for the year of conveyance shall be pro-rated to the date of delivery of deed. The amount of the general real estate taxes shall be based on the assessor's latest known rate, value and equalizer, if any, for the land being conveyed.

8.02.13 Real Estate Conveyance Requirements

All real estate conveyed pursuant to the provisions of this Article 8 is hereby designated as public land. Unless the conveyance is made via dedication through a recorded plat, the Developer (the grantor) shall furnish the City and the DeKalb Park District with a survey of the public land to be conveyed and a commitment for title insurance from a title company licensed to do business in the State of Illinois, in the amount of the fair market value of such public land. If within thirty (30) days of receipt of the commitment, the City or the DeKalb Park District, objects in writing to defects in the title, the grantor shall have thirty (30)

additional days from the date of delivery of such written objections to cure such defects. All deeds of conveyance pursuant to this Article 8 shall be tendered to the Park District and recorded, at the grantor's sole expense, in the office of the Recorder of Deeds of DeKalb County. All conveyances pursuant to this Article 8 shall be by warranty or trustee's deed subject only to the following:

1. Acts done or suffered by, or judgments against, the DeKalb Park District benefiting from the conveyance, its successors and assigns;
2. General taxes for the year of conveyance, and subsequent years;
3. Zoning and building laws and/or ordinances;
4. Public and utility easements of record which are reasonably acceptable to the City and/or the DeKalb Park District;
5. Conditions and covenants of record as contained only in plats of subdivision approved by the City;
6. Rights-of-way for drainage ditches, feeders, laterals, and underground tile, pipe or other conduit;
7. Such other exceptions to title that the City and the DeKalb Park District find acceptable.

Each conveyance shall be accompanied by an appropriate affidavit of title and any and all other documents required for recordation by the Recorder of Deeds of DeKalb County. The deed shall be tendered to the Park District, accepted by the Park District Board of Commissioners and recorded by the Park District at the grantor's expense.

8.02.14 Reservation of Additional Land

Where the City's or Park District's Comprehensive Plan calls for a larger number of park site acres in a particular subdivision or planned residential or mixed use development than the Developer is required to dedicate, the land needed in excess of the required dedication shall, upon request by the City, or the DeKalb Park District, be reserved for subsequent purchase by the City or the DeKalb Park District. Such reservations shall be made for at least one (1) year from the date of approval of the final plat wherein such land is located.

TABLE 8 - 1 TABLE OF DEVELOPMENT IMPACT FEES		
<u>Housing Type</u>	<u>School Land/Cash Fee</u>	<u>Park Land/Cash Fee</u>
Detached Single Family		
2-Bedroom	\$261.37	\$2,287.35
3-Bedroom	\$1,187.36	\$3,435.05
4-Bedroom	\$1,928.75	\$4,378.05
5-Bedroom	\$2,206.80	\$5,081.85
Attached Single Family		
1-Bedroom	\$0.00	\$1,207.50
2-Bedroom	\$189.44	\$2,183.85
3-Bedroom	\$433.29	\$2,618.55
4-Bedroom	\$1,068.51	\$3,827.20
Apartments		
Efficiency	\$0.00	\$1,150.00
1-Bedroom	\$0.00	\$1,368.50
2-Bedroom	\$200.79	\$1,907.85
3-Bedroom	\$479.27	\$3,236.10
4-Bedroom	\$479.27	\$4,604.60

Note: The above summarizes the full fee per unit based upon the requirements of this article, for developments with no land dedications. Fees would be adjusted depending upon the quantity and purpose of any land dedications pursuant to this Article 8.