

VILLAGE OF BLOOMINGDALE



"Growth with Pride"

SUBDIVISION REGULATIONS

PUBLISHED 8-1-07

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SUBDIVISION REGULATIONS

BE IT ORDAINED by the Board of Trustees of the Village of Bloomingdale, DuPage County, Illinois, that:

AN ORDINANCE establishing regulations for the subdivision and platting of land; defining certain terms used therein; for the preparation of plats; for the dedication and acceptance of land for public use; for the installation of utilities, roadway pavements, and other essential improvements; establishing procedures for the approval and recording of plats in the Village of Bloomingdale, Illinois, and in the area one and one-half (1-1/2) miles beyond the village limits; imposition of penalties for its violations; in accordance with authority vested in the municipality under the provisions of the applicable Statutes of the State of Illinois, be and hereby is adopted as part of the Comprehensive Plan of the Village of Bloomingdale as follows:

SECTION I PURPOSE AND JURISDICTION

Because each new subdivision accepted by the Village becomes a permanent unit in the basic physical structure of the future community, and to which the future community will, of necessity, be forced to adhere, all subdivisions hereafter planned within the incorporated limits of the Village of Bloomingdale, and within the unincorporated area laying one and one-half (1-1/2) miles beyond, shall, in all respects, be in full compliance with the regulations hereinafter contained in this ordinance. These regulations are designed to provide for the orderly and harmonious development of the Village of Bloomingdale, for the coordination of streets within new subdivisions with other existing or planned streets, and to secure a uniform system of utilities and services, and otherwise to promote realization of the Comprehensive Plan of the Village of Bloomingdale.

SECTION II RULES AND DEFINITIONS

The language set forth in the text of this ordinance shall be interpreted in accordance with the following rules of construction:

- a. the singular number includes the plural and the plural the singular;
- b. the present tense includes the past and future tenses, and the future the present;
- c. the word "shall" is mandatory, while the word "may" is permissive;
- d. the masculine gender includes the feminine and neuter;
- e. whenever a word or term defined hereinafter appears in the text of this ordinance, its meaning shall be construed as set forth in the definition thereof, and any word appearing in parenthesis directly after a word herein defined shall be construed in the same sense as that word; and
- f. the following words and terms, wherever they occur in this ordinance, shall be construed as herein defined.

ALLEY is a right-of-way which affords secondary means of access to properties abutting upon a street.

BUILDING SETBACK LINE is a line within a lot or other parcel of land so designated on the preliminary plan between which and the adjacent street the erection of an enclosed structure, or of a fence or hedge over three feet (3') in height is prohibited.

COLLECTOR STREET is a street which carries traffic from minor streets to a thoroughfare, including the principal entrance streets of residential development and the principal circulating streets within such development.

COMPREHENSIVE LAND PLAN refers to the composite of the functional and geographic elements of the comprehensive village plan or any segment thereof in the form of plans, maps, charts, textual material, as adopted by the Village of Bloomingdale, in 1989 and as amended from time to time.

CUL-DE-SAC is a minor street with only one outlet.

FINAL PLAT is a map or plan of a subdivision and any accompanying material as described in Section VI.

HALF STREET is a street bordering one or more property lines of a tract of land in which the subdivider has allocated but part of the ultimate right-of-way width.

IMPROVEMENT, PUBLIC is any sanitary sewer, storm sewer, drainage ditch (swale), water main, roadway, parkway, sidewalk, pedestrian way, planting strip, parkway trees, off-street parking area, roadway lighting, or other facility for which the Village of Bloomingdale may ultimately assume the responsibility for maintenance and operation.

LOT is a portion of a subdivision or other parcel of land intended for the transfer of ownership or for building development.

LOT, BUTT is a lot at the end of a block and located between two (2) corner lots.

LOT, DOUBLE FRONTAGE is a lot which has a pair of opposite lot lines along two (2) substantially parallel streets, and which is not a corner lot.

MARGINAL ACCESS STREET is a minor street which is parallel to and adjacent to a thoroughfare, and which provides access to abutting properties and protection from through traffic.

MINOR STREET is a street of limited continuity used primarily for access to abutting properties and local need of a neighborhood.

OWNER is any person, group of persons, firm of firms, corporation or corporations, or any other legal entity having legal title to the land sought to be subdivided under this ordinance.

PARKWAY is an unpaved strip of land situated within the village right-of-way.

PEDESTRIAN WAY is a right-of-way across or within a block, for use by pedestrian traffic whether designed as a pedestrian way, crosswalk, or however otherwise designated.

PLAN COMMISSION is the Bloomingdale Plan Commission.

PRELIMINARY PLAN is a tentative map or plan of a proposed subdivision as described in Section V.

ROADWAY is the portion of the right-of-way available for vehicular traffic situated between the curb or combination curb and gutter lines

SIDEWALK is that portion of the right-of-way, paved or otherwise surfaced, intended for pedestrian use only.

RIGHT-OF-WAY (R.O.W.) is dedicated land which affords primary means of access by pedestrians and vehicles to abutting properties, whether designated as a street, highway, road, boulevard, lane, or however otherwise designated.

R.O.W. WIDTH is the dedicated land situated within the shortest distance between the property lines.

SUBDIVIDER is any owner commencing proceedings under this ordinance.

SUBDIVISION is a described tract of land which is to be, or has been divided into two (2) or more lots or parcels. For the purpose of this ordinance, however, the division of a lot or lots of record as herein defined, shall not be deemed to be a subdivision, provided that such division does not create more than two (2) parcels of land which meet all the requirements of the zoning ordinance, and that no new R.O.W. is sought thereby to be dedicated or is contemplated or projected through said lands. All of such division of a lot or lots of record shall be shown on a plat of survey which shall be filed with the Director of Village Services in triplicate. The division of a parcel of land into two (2) or more lots or parcels, all of which resultant parcels exceed five (5) acres, and if new R.O.W. is not involved, shall also not be deemed to be a subdivision. The term subdivision includes resubdivision and where it is appropriate to the context, relates to the process of subdividing or to the land subdivided.

THOROUGHFARE is a street with a high degree of continuity and serving as an arterial trafficway between the various districts of Bloomingdale and its environs.

VILLAGE is the Village of Bloomingdale, Illinois.

VILLAGE BOARD is the Village Board of Trustees of the Village of Bloomingdale, Illinois.

VILLAGE CLERK of the Village Clerk of the Village of Bloomingdale, Illinois.

VILLAGE ENGINEER is the Village Engineer of the Village of Bloomingdale, Illinois, or duly appointed representative of the village.

SECTION III PROCEDURES

Before development on, or subdividing of any tract or parcel of land in the Village of Bloomingdale and the unincorporated areas one and one-half (1-1/2) miles beyond the Village limits, an owner or subdivider shall make application to the Village indicating proposed development and/or subdivision. Procedures to govern application and Village review shall be conducted according to Ordinance No. 93-42, "An Ordinance Establishing a Site Development and Plan Review Procedure and Amending the Zoning Code by the Addition of a New Article 17 entitled 'Requirements for Site Development and Plan Review'". Plat of Subdivision, if required, shall be completed according to Section VI of these regulations. For zoning districts not listed in Ordinance No. 93-42, the procedure may be according to that of Ordinance 93-42, or as follows:

1. Preliminary Plan

While the preliminary plan is still in sketch form, it is recommended that the subdivider consult with the Plan Commission and other village officials to determine conformity to the comprehensive plan, zoning ordinance, and compliance with this and other applicable village ordinances.

File with the Village Board at the office of the Village Clerk seventeen (17) copies of the preliminary plan and pay the required filing fee. The Village Clerk shall refer seventeen (17) copies of the preliminary plan to the Plan Commission, at least ten (10) working days in advance of the meeting date at which it is scheduled to be considered, for its examination and report. In the event that the plan involves special problems, or is in conflict with the Plan Commission's planning studies, the Plan Commission shall notify the owner or subdivider as to the time and place of the Plan Commission meeting at which he will be afforded an opportunity of being heard. The Plan Commission shall then approve or disapprove the preliminary plan, provided however, that if the Plan Commission may request the subdivider to make such changes as may be necessary and thereupon approve the same. Upon approval of the preliminary plan, the Notice of Approval of Preliminary Plan, signed by the Chairman, shall be stamped upon three (3) copies thereof:

NOTICE OF APPROVAL OF PRELIMINARY PLAN

"Notice is hereby given that the preliminary plan of the subdivision shown hereon has received approval by the Plan Commission and the Village Board of the Village of Bloomingdale, Illinois, and upon compliance by the subdivider with requirements of qualifications governing the approval of preliminary plans and with other revisions and stipulations that may be required, the Plan Commission and the Village Board will receive the final plat for consideration when submitted by the subdivider in such form and within such time as required by this ordinance."

The Plan Commission of the Village of Bloomingdale,
Illinois. Date _____ 20__

By
Chairman

The Village Board of the Village of Bloomingdale,
Illinois. Date _____ 20__

By
Village Clerk

Upon approval of the preliminary plan by the Plan Commission, ten (10) copies of the approved preliminary plan shall thereupon be forwarded to the Village Clerk for referral to the Village Board for approval. In the event the Village Board does not approve the preliminary plan, it shall, with its report, refer the preliminary plan back to the Plan Commission for its further consideration and recommendations.

Approval of the preliminary plan by the Village Board may be conditioned upon revisions and/or stipulations as set forth in Section V herein.

Upon approval of the preliminary plan by the Village Board, three (3) copies of the Notice of Approval of the Preliminary Plan shall be signed by the Village Clerk. The Village Clerk shall then return to the subdivider one (1) copy of the preliminary plan as approved by the Village Board.

2. Final Plat

- a. Within twelve (12) months after receiving the last required approval of the preliminary plan by the Village Board, there shall be submitted to the Village Clerk by the subdivider the original inked drawings, on a reproducible medium, of the final plat containing all or part of the land included in the preliminary plan. In addition, seventeen (17) blue-line copies of the final plat shall accompany the original drawing. The Village Clerk shall refer the original drawing and ten (10) copies of the final plat to the Plan Commission, at least ten (10) working days in advance of their meeting, for report as to approval. The Plan Commission shall notify the owner or subdivider as to the time and place of the Plan Commission meeting at which he will be afforded an opportunity of being heard. The Plan Commission shall make its report, indicating its approval or disapproval, within forty-five (45) days after receipt of the final plat at a meeting of the Plan Commission. The original drawing and seven (7) copies of the final plat, together with the Plan Commission's report, shall be returned to the Village Clerk for referral to the Village Board. Where less than the entire land area shown on the preliminary plan is to be filed for record, such recordation shall automatically extend approval of the unrecorded balance of the preliminary plat for successive twelve (12) month periods.
- b. After receiving the final report of the Plan Commission, the Village Board shall approve or disapprove the final plat within sixty (60) days, and notification in writing of their actions shall thereafter be submitted by the Village Clerk to the Plan Commission.
- c. Following the final approval or disapproval by the Village Board, and after notification has been submitted to the Plan Commission, the Village Clerk shall notify the owner or subdivider. The final plat, in the exact form as approved by the Village Board, shall be filed for record by the Village Clerk, or the subdivider, with the Recorder of DuPage County within sixty (60) days after the date of approval by the Village Board. The subdivider shall pay the required recording fees.

SECTION IV

PRELIMINARY PLAN SHALL SHOW THE FOLLOWING:

1. Identification and Description
 - a. Proposed name of subdivision, not duplicating name of any plat heretofore recorded in the Village of Bloomingdale or DuPage County, Illinois.
 - b. Total acreage therein.
 - c. Existing zoning districts.
 - d. Graphic (engineering) scale not smaller than one inch to one hundred feet (1"=100').

- e. North-point (designated as true north).
- f. Date of preparation.
- g. Measures shall be in English Units. Use of SI Units shall conform to the Illinois Standard Specifications for Road and Bridge Construction.

2. Existing Conditions

- a. Boundary line of proposed subdivision clearly indicated.
- b. Total acreage therein.
- c. Zoning districts.
- d. Location, widths, and names of all existing or previously platted streets or other rights-of-way showing type of improvement, if any, railroad and utility rights-of-way, parks and other public open spaces, permanent buildings and structures, easements, and section and corporate lines within the tract and to a distance of one hundred feet (100') beyond the tract.
- e. Location and size of existing sanitary sewers, storm sewers, water mains, culverts, public utilities, or other underground facilities within the tract and to a distance of one hundred feet (100') beyond the tract. Also indicating such data as: rim and invert elevations and locations of catch-basins, manholes, inlets, and hydrants. Location and type of existing overhead utilities and poles, location and type of public/private utilities, and location, type, and size of existing trees, if applicable, shall be shown on the plans.
- f. Location map, if required by the Plan Commission, drawn at a scale not less than one inch equal to one thousand feet (1"=1,000'), showing boundary lines of adjoining unsubdivided or subdivided land within an area bounded by the nearest arterial streets or other natural boundaries, identifying type of use and ownership of surrounding land, and showing alignments of existing streets.
- g. Topographic data including existing contours at vertical intervals of not more than two feet (2'), except in unusual topographical conditions, such vertical intervals may be required to be altered as determined by the Village Engineer. Topographic data shall refer to the Village of Bloomingdale Datum. The location of water courses, wetlands, and other significant features. Soil borings data and seepage tests may be required at locations and depths as determined by the Village Engineer.
- h. Locations of or reference to locations of existing monuments or survey markers used in preparation of survey, and grade elevation of each monument and marker.

3. Subdivision Design Features

- a. The preliminary plan shall be in substantial accord with the comprehensive plan as amended from time to time.
- b. Layout of streets showing right-of-way widths and street names (not duplicating the name of any street heretofore used in the village or its environs unless the street is an extension of or in line with an

already named street; in which event that name shall be used) and showing proposed through streets extended to boundaries of subdivision.

- c. Location and width of pedestrian ways and utility easements.
- d. Layout, numbers, and typical dimensions of blocks and lots; scaled to the nearest foot.
- e. Minimum front and side street building setback lines; indicating dimensions.
- f. Areas (other than those listed in 3-b, 3-c, and 3-d above), if any, intended to be dedicated or reserved for non-residential purposes; indicating in each the approximate acreage. Such areas shall be designated by letter or number.
- g. Source of domestic water supply, type of sanitary sewage, and method of storm-water control.

SECTION V QUALIFICATIONS COVERING APPROVAL OF PRELIMINARY PLAN

1. The Plan Commission may recommend or the Village Board may require such changes or revisions as are deemed necessary in the interest and needs of the community, in keeping with the provisions of this ordinance.
2. Subsequent to the approval of the preliminary plan, and prior to the submittal by the subdivider of a final plat, the Plan Commission shall review proposed plans and specifications pertaining to water supply and water distribution system; sanitary sewerage system including mains and sewerage disposal; storm-water drainage system and control; roadway lighting; street name signs; fire hydrants; grading, gradients, width of roadways and sidewalks; pavement construction; and proposed detailed grading plans of blocks and lots as deemed necessary by the Plan Commission. Prior to review by the Plan Commission, the Village Engineer and other public officials having jurisdiction shall approve or make recommendations for revision in the proposed plans and specifications, and they shall certify approval of final plans and specifications prior to approval of the final plat by the Plan Commission and the Village Board.
3. No land shall be approved for subdivision which is subject to periodic flooding or which contains inadequate drainage facilities unless the resultant divisions become unified parts of contiguous lots or parcels. However, if the subdivider agrees to make improvements which will, in the opinion of the Village Engineer, make such land completely safe for residential occupancy and provide adequate drainage, the preliminary plan for subdivision may be approved.

SECTION VI FINAL PLAT SHALL SHOW THE FOLLOWING

1. General

All information required on the preliminary plan, except that required in Section IV, 2-b to 2-h, inclusive, 3-d, and 3-g, is to be shown accurately and drawn with black waterproof drawing ink on a reproducible medium, or equal, in a manner that clear and legible prints or photocopies can be made.

2. Additional Delineation

- a. Accurate angular and lineal dimensions for all lines, angles, and curvatures, with functions used to describe all boundaries including perimeter survey of tract, streets, alleys, easements, areas to be reserved for public use, and other important features. Error of closure of boundary-line survey shall not exceed a combined angular and linear error of one in 20,000. Lot lines to show dimensions in feet and hundredths, and when an angle occurs in any lot line between lot corners, the measurement of the angle shall be shown in degrees, minutes, and seconds. The final plat shall show accurately the locations of all permanent lot markers as accurately installed.
- b. An identification system for all lots using consecutive numbers.
- c. True angles and distances to the nearest established street lines and official monuments (not less than three) which shall be accurately described in the plat by location, size, and elevation.
- d. Municipal, township, county, or section lines accurately referenced to the lines of the subdivision by distances and angles.
- e. Accurate location of all monuments which shall be placed at all block corners, angle points, and at intermediate points as shall be required by the Village Engineer. The monuments shall be of permanent character, as determined by the Village Engineer, and installed in such a manner that they may be located by a licensed land surveyor. All U.S.G.S., State, County, Village, or other official bench-marks, monuments, or triangulation stations in or adjacent to the property shall be preserved in precise position.
- f. Accurate outlines and legal descriptions of any areas to be dedicated or reserved for public use, or for the exclusive use of property owners within the subdivision.

3. Appropriate Certificates as follows:

SECTION VII

AGREEMENTS

The final plat shall be accompanied by a statement signed by the owner or subdivider setting forth the following:

1. Plans and specifications are completed for the required improvements clearly describing the same as approved by the Village Engineer.
2. Agreement is executed by the owner and/or the subdivider wherein they agree to make and install the improvements provided for in Section XI in accordance with the plans and specifications accompanying the final plat. Format of Agreement shall be as provided for in Section VII, Paragraph 4.
3. Completion bond, in the form of an Irrevocable Letter of Credit in favor of the Village of Bloomingdale, is posted or cash is deposited with the Village Clerk in the amount of one hundred and ten (110%) percent of the cost as estimated by the Village Engineer for the completion of the installation of all public improvements required by these regulations to be installed by the subdivider. If a bond is posted, there shall be good and sufficient security thereon, approved by the Village Board and conditioned upon the installation of the required improvements, including inspection fees within two (2) years of the approval of the final plat. The Letter of Credit shall be comparable to the sample in Section VII, Paragraph 5. If a cash bond is made, it is to be used, insofar as it is sufficient, to defray the cost of making such improvements, including inspection fees. Any unused balance will be returned to the depositor.

4.

DEVELOPER'S AGREEMENT FOR CONSTRUCTION
OF PUBLIC IMPROVEMENTS

THIS AGREEMENT made and entered into this _____ day of _____, A.D. 20____, by and between the Village of Bloomingdale, hereinafter sometimes referred to as "Village", and _____ hereinafter sometimes referred to as "Developer";

W I T N E S S E T H :

WHEREAS, DEVELOPER desires to construct certain improvements for the subdivision known as _____, hereinafter referred to as "Subdivision", located within the corporate boundaries of the VILLAGE OF BLOOMINGDALE, which land is described and shown on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, pursuant to the Subdivision Control Regulations of the VILLAGE OF BLOOMINGDALE all public improvements to be constructed within said territory shall conform to certain standards and specifications established by the VILLAGE OF BLOOMINGDALE for public improvements; and

WHEREAS, the Developer has submitted to the VILLAGE OF BLOOMINGDALE certain plats, plans, and specifications showing details of proposed public improvements to be constructed within said territory by DEVELOPER, all of which said plats, plans, and specifications are incorporated in and made a part of this agreement and hereafter referred to as "Public Improvements Plans"; and,

WHEREAS, said Public Improvement Plans have been reviewed and are approved by the VILLAGE OF BLOOMINGDALE, NOW THEREFORE, in consideration of the mutual promises and agreements made between the parties hereto as hereinafter contained, the VILLAGE OF BLOOMINGDALE and DEVELOPER agree as follows:

(1) DEVELOPER agrees to construct and install said public improvements in substantial compliance with said Public Improvement Plans.

(2) The public improvements as contemplated in said Public Improvement Plans shall begin within sixty (60) days after all plats are recorded as required by law and shall be completed on or before _____ unless the time for such completion is extended by mutual agreement between the VILLAGE OF BLOOMINGDALE and DEVELOPER. It is expressly understood that delays due to unforeseen causes beyond the control and without fault of negligence of developer, including acts of God, acts of the public enemy, governmental acts, fires, floods, epidemics, strike lockouts, and other similar causes, shall automatically extend the completion date by a period or term equal to the duration of any such delay.

(3) To ensure faithful performance of this agreement, DEVELOPER agrees to, and does herewith tender to the VILLAGE OF BLOOMINGDALE, certain irrevocable LETTERS OF CREDIT in the aggregate sum of \$ _____, which sum has been determined by the VILLAGE OF BLOOMINGDALE, to be equal to 110% of the costs of said public improvements. It is agreed, that after completion of said public improvements and prior to the expiration of the warranty period provided in paragraph 9 hereof, the aggregate sum of such LETTERS OF CREDIT may be reduced by _____% of the sum specified herein.

(4) The VILLAGE OF BLOOMINGDALE agrees to hold said LETTERS OF CREDIT as security to insure completion of said public improvements by DEVELOPER within the

time provided herein for such completion and to insure that said public improvements are constructed and installed by DEVELOPER in substantial compliance and conformity with said Public Improvement Plans, and, upon completion of said public improvements in accordance with this agreement, the VILLAGE OF BLOOMINGDALE agrees to release said LETTERS OF CREDIT and deliver the same to DEVELOPER.

(5) In the event that said public improvements are not completed in the manner provided for herein, the VILLAGE OF BLOOMINGDALE, after giving fifteen (15) days notice to DEVELOPER of default and upon DEVELOPER failing to correct said default within said time or such extension of time as may be allowed by the VILLAGE OF BLOOMINGDALE, or with respect to any default which cannot be cured within said fifteen (15) days, DEVELOPER fails to properly commence to correct such default, and thereafter diligently complete correction thereof, the VILLAGE OF BLOOMINGDALE may draw upon the LETTERS OF CREDIT and apply funds derived therefrom toward completion of said public improvements. The VILLAGE OF BLOOMINGDALE may, in its sole discretion, exercise every reasonable means available to it to secure completion of said public improvements, including the employment of independent contractors other than DEVELOPER. DEVELOPER agrees, and shall be liable to the VILLAGE OF BLOOMINGDALE, for any deficiencies in the applications of said public improvements shall be returned to DEVELOPER within thirty (30) days after completion of said public improvements.

(6) DEVELOPER agrees to extend such LETTERS OF CREDIT from time to time at the request of the VILLAGE OF BLOOMINGDALE. Failure or refusal by the DEVELOPER to extend said LETTERS OF CREDIT shall be deemed a material and substantial breach of this agreement and thereby entitle the VILLAGE OF BLOOMINGDALE to immediately draw on said LETTERS OF CREDIT without further notice of DEVELOPER.

(7) DEVELOPER agrees at all times hereafter to indemnify and hold the VILLAGE OF BLOOMINGDALE harmless against all actions, proceedings, claims and demands arising out of or by reason of the construction and installation of said public improvements, and against all costs, damages or expenses which the VILLAGE OF BLOOMINGDALE may pay or incur in consequence of the construction and installation of said public improvements by DEVELOPER.

(8) DEVELOPER agrees to take out and maintain with a reputable insurance company, at DEVELOPER'S sole costs and expense, public liability insurance against property damage and personal injury occurring on or about the territory described in said public improvement plans and growing out of the work to be performed under this agreement, the construction and installation of such public improvements by DEVELOPER, with liability limit of \$_____ property damage and \$_____ personal injury. The VILLAGE OF BLOOMINGDALE shall be named as co-insured on all such policies, and shall be entitled to a certificate from the insurer showing such coverage to be in effect at all times during the term of this agreements.

(9) DEVELOPER warrants that the public improvements herein contemplated shall be free from defects arising out of defective material or faulty or careless workmanship for a period of _____ years from the date of acceptance of the improvement by the VILLAGE OF BLOOMINGDALE after completion of construction thereof.

(10) All notices or communications herein required or which either party desires to give the other shall be in writing and sent by registered mail, postage paid, and shall be deemed delivered when posted, and shall be addressed to the respective parties at the following addresses:

If to the VILLAGE OF BLOOMINGDALE:

Village Administrator
Village of Bloomingdale
201 S. Bloomingdale Rd.
Bloomingdale, IL 60108

If to DEVELOPER:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first written above.

Attest:

VILLAGE OF BLOOMINGDALE

Village Clerk

Village President

Attest:

DEVELOPER:

Secretary

President

DEVELOPER'S AGREEMENT FOR ACCEPTANCE
OF PUBLIC IMPROVEMENTS

THIS AGREEMENT made and entered into this _____ day of _____, 20_____, by and between the Village of Bloomingdale, hereinafter sometimes referred to as _____, "Village", and _____, hereinafter sometimes referred to as "Developer";

W I T N E S S E T H :

WHEREAS, DEVELOPER has requested acceptance of the public improvements for the subdivision known as _____, hereinafter referred to as "Subdivision" and is familiar with the requirements for completion and acceptance of the subdivision improvements, referred to in the "Final Acceptance Procedures for Public Improvements", attached hereto as Exhibit A and made a part hereof.

WHEREAS, the Subdivision Ordinances and Village Policy requires, as a condition of acceptance of the public improvements, the completion of a two-year maintenance period;

WHEREAS, the Developer has previously deposited with the Village, as a Performance Bond, an Irrevocable Letter of Credit in favor of the Village in the amount of 110% of the approved estimated cost of completion of the Subdivision,

WHEREAS, the Village requires a Maintenance Bond in the form of an Irrevocable Letter of Credit in favor of the Village in the amount of \$ _____, for maintenance of the public improvements to be provided in accordance with the approved plans and specifications entitled _____.

WHEREAS, DEVELOPER has completed the public improvements and Village has inspected said public improvements and found that all public improvements and necessary site development work is 100% complete and in an acceptable condition:

NOW THEREFORE, in consideration of the mutual promises and agreements made between the parties hereto and other valuable consideration, the Village and Developer agree as follows:

Section 1: This Agreement shall include the preamble set forth above and which is incorporated herein by reference and made part hereof as if fully set forth herein.

Section 2: Developer warrants that the public improvements completed are free from defects arising out of defective materials or faulty or careless workmanship and guarantees to maintain the improvements in a defect-free condition for a period of two years and commencing on _____. Developer agrees to take any corrective measures to repair said defective or faulty work as required at the sole discretion of the Village Engineer, or to pay the cost of any such repair of the defective or faulty conditions.

Section 3: Developer shall cause to be deposited with the Village as security for the maintenance period, an Irrevocable Letter of Credit, hereinafter sometimes referred to as "Security", in the amount of \$ _____. Such Security may be drawn upon from time to time by the Village in the event of necessary maintenance to the public improvements as provided for in the warranty in Section 2 above. Said Security shall remain in effect for a period of not less than one year. At the end of the first year of the maintenance period, and prior to expiration of the Security, the Village Engineering Division Personnel shall reinspect said public improvements and develop a punch list of needed repairs or adjustments for completion by the Developer. Upon successful completion of the items on punch list, the Village shall release to the Developer any remaining portions of the Security. At this time, the second year of the maintenance period shall commence and the Developer agrees to maintain the public

improvements for a second year. Said second year of the maintenance period shall not be bonded with Security. In the event that maintenance work is performed during the second year, the Village shall promptly notify Developer in writing of the work undertaken and shall send an invoice for the cost of the repair work performed. Developer agrees to pay any claims within 30 days of the date on said invoice. After completion of the second year of the maintenance period, at the next scheduled meeting of the Village Board after the second year of the maintenance period expires, the Village Board shall pass a Resolution accepting said public improvements upon receipt of the Bill of Sale from the Developer.

Section 4: Any notice required to be given in the Agreement shall be in writing and given or served personally, or deposited in the United States mail, addressed to the party to be notified, postage prepaid registered or certified mail, with return receipt requested. Notice deposited in the mail in the manner hereinabove provided shall be deemed given or served upon deposit in the mail. For the purposes of this notice, the addresses of the parties shall, until changed by appropriate notice hereunder, be as follows:

If to Developer:

If to Village: Village of Bloomingdale
201 S. Bloomingdale Road
Bloomingdale, IL 60108

Section 5: This Agreement shall be binding on the parties, hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Attest

VILLAGE OF BLOOMINGDALE

Village Clerk

Village President

Attest:

DEVELOPER:

President

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that _____ (name of developer) (the "Developer") in consideration of One dollar and other valuable consideration does here by grant, sell, transfer and deliver unto the VILLAGE OF BLOOMINGDALE, a Municipal Corporation in Du Page County, Illinois (the "VILLAGE"), the following goods, chattels and other items of personal property, namely:

ONE: Each and every part and item of a system of storm sewers, lined culverts and paved drainage ways, and other items of personalty for the retention or detention of storm and surface waters installed at the direction of the VILLAGE by or on behalf of the Developer for the purpose of the collection, transport, and flow of surface and storm waters anywhere within the VILLAGE; as shown in Exhibit _____.

TWO: Each and every part and item of a system for the collection, transportation and treatment of sewage installed at the direction of the VILLAGE by the Developer anywhere in the VILLAGE with the exception of those pipes which transport the sewage of a single building into a common sewer commonly known as a sanitary service; as shown in Exhibit _____.

THREE: Each and every part and item of a system for the distribution of water installed at the direction of the VILLAGE by the Developer anywhere in the VILLAGE except the pipe which transports water from the buffalo box to a single building commonly known as a water service; as shown in Exhibit _____.

FOUR: Each and every part and item of a system of street and sidewalk paving and other items of personalty for the movement of vehicular and pedestrian traffic installed at the direction of the Village by the Developer for the purpose of the routing of vehicular traffic and pedestrians any where within the Village: as shown in Exhibit _____.

FIVE: The object of this bill of sale is to grant, sell, transfer and deliver to the VILLAGE, with the exceptions noted, the ownership in all items of personalty which comprise the storm sewer, storm and surface water retention and detention, sanitary sewer and water distribution system installed by the Developer to date within the VILLAGE.

The Developer does hereby covenant it is the lawful owner of the aforescribed goods, chattels and personalty; that such items are free from all encumbrances; that the Developer has the right to sell the same as aforesaid; and that the Developer warrants and will defend the same against the lawful claims and demands of all persons; and that the execution of this bill of sale is an authorized act of said corporation, individual or partnership.

Dated at _____, Illinois, this _____ day of

_____, 20____.

DEVELOPER:

ATTEST:

VILLAGE PRESIDENT:

VILLAGE CLERK:

SECTION VIII SUBDIVISION DESIGN STANDARDS

Detailed specifications, design standards, materials, and testing requirements may be found in "Construction and Design Standards" attached to these Subdivision Regulations.

1. Street Plan

The arrangement, character, extent, width, grade, and location of all streets shall conform to the comprehensive plan, and shall be considered in their relation to existing and planned streets; to reasonable circulation of traffic within the subdivision and adjoining lands; topographical conditions; to runoff of storm water; to public convenience and safety; and in their appropriate relations to the proposed uses of the area to be served.

2. Streets

a. All right-of-way widths shall conform to the following minimum dimensions:

<u>Arterial Streets</u>	100 feet (or as shown on the comprehensive plan)
<u>Collector Streets</u>	80 feet
<u>Minor Streets</u>	66 feet
<u>Cul-de-sac Streets</u>	66 feet
<u>Marginal Access Streets</u>	40 feet
<u>Half Streets</u>	Permitted only under special approval of the Plan Commission

b. Right-of-way width of major trafficways, including freeways, major and secondary thoroughfares, shall be in accordance with those designated on the comprehensive plan of Bloomingdale.

c. Tangents of at least fifty feet (50') in length shall be introduced between reverse curves on collector streets.

d. Where there is a deflection in horizontal center lines within a given block at any given point in excess of ten (10) degrees, a curve shall be inserted with a radius of not less than:

<u>Collector Streets</u>	300 feet
<u>Minor Streets</u>	150 feet

e. Different connecting street gradients shall be connected with vertical parabolic curves. Minimum length in feet of these curves shall provide a stopping sight distance of not less than three hundred feet (300').

f. Minor streets shall be so aligned that their use by through traffic will be discouraged.

g. Street jogs with center-line offsets of less than one hundred and

twenty-five feet (125') shall be avoided.

- h. It must be evidenced that all street intersections and confluences encourage safe and efficient traffic flow and, in general, be at or near right angles avoiding acute angles. An intersection of more than two (2) streets shall be avoided unless specific conditions of design indicate otherwise.
- i. Alleys are not permitted in residential areas unless deemed necessary by the Plan Commission.
- j. Cul-de-sac streets shall be not more than five hundred feet (500') in length along their centerlines from the streets of origin to the ends of their rights-of-way unless there are not more than fifteen (15) lots abutting the cul-de-sac. Each cul-de-sac shall have a terminus of nearly circular shape with a minimum diameter of one hundred feet (100').
- k. Private streets with right-of-way width as required by these regulations, enabling access to interior lots from public streets, are permitted in residential subdivisions containing two (2) acres in area and over.
- l. Provision shall be made for serving lots for residential use abutting primary streets and highways by either the use of: (a) marginal access streets, or (b) backing lots to the primary street with a screen planting contained in a non-access reservation strip along the rear property line, or (c) deeper lots fronting on the primary street with rear service alleys. These methods are recommended for the purpose of providing adequate protection of residential properties and to afford separation of through and local traffic.
- m. Gradients of streets shall be at least four-tenths of one percent (0.4%) and not exceed on:

<u>Collector Streets</u>	5%
<u>Minor Streets</u>	7%

3. Alleys and Pedestrian Ways

- a. Alleys shall be at least eighteen feet (18') wide, where permitted, in residential areas. Alleys at least twenty-two feet (22') wide shall be provided in commercial areas unless such areas are otherwise provided with off-street loading space.
- b. Pedestrian ways shall be at least twelve feet (12') wide, and a shrub or tree hedge shall be installed at side boundary lines.

4. Easements

Easements shall be provided for any underground utility service, including storm water drainage where necessary. They shall be ten feet (10') wide and be established at the rear of each lot and along such other lot lines as to provide continuity of alignment from block to block.

Where a subdivision is traversed by a water course, drainage way, channel, or stream, there shall be provided a drainage easement conforming substantially with the lines of such water course. It shall include an

additional area of at least fifteen feet (15') wide, adjoining both edges of the established area that has been affected by damaging flood waters, as certified by the subdivider or his engineer.

5. Block Standards

- a. The maximum lengths of blocks for residential subdivisions shall be one thousand and eight hundred lineal feet (1,800'), and no block shall be less than nine hundred lineal feet (900') in length. Pedestrian access ways, within the blocks leading to schools, parks, or other destinations, may be required by the Plan Commission. The length of blocks for commercial, industrial, and institutional subdivisions shall be as approved by the Plan Commission in accordance with location and scope of such subdivisions.
- b. No specific rule concerning the shape of blocks is made, but the blocks must fit readily into the over-all plan of the subdivision, and their design must evidence consideration of topographical conditions, lot planning, traffic flow, and public open-space areas.
- c. Blocks intended for commercial, industrial, and institutional use must be designated as such, and the plan must show adequate off-street parking areas to provide for parking, loading docks, and such other facilities as may be required to accommodate motor vehicles.
- d. Where a subdivision borders on or contains a railroad right-of-way or limited access thoroughfare right-of-way, the Plan Commission may require a street approximately parallel to and on each side of such right-of-way at a distance suitable for the appropriate use of the intervening land, as for: (a) park purposes, (b) deep residential lots backing to railroad or primary streets, with a planting screen in a non-access area at rear property lines of lots, or (c) motor vehicle parking, business, or industry appropriate districts. Such distances shall be determined with due regard for the requirements of approach grades and future grade separations.

6. Lot Standards

- a. In general, lots should be as nearly rectangular in shape as practicable.
- b. Width and area of lots shall conform with lot width and area requirements set forth in the zoning ordinance for the Village of Bloomingdale or DuPage County. In the case of corner lots, the Plan Commission may make variations to encourage the proper development of intersection design and traffic safety; and corner lots shall be increased in width by twenty-five percent (25%) over the width of typical interior lots, except where the lot is ninety feet (90') wide or more.
- c. Depth of lots shall be in accordance with Plan Commission requirements, but not less than one hundred and twenty (120') feet in depth for interior lots and one hundred feet (100') in depth for corner lots.
- d. Width, area, and depth of lots in a commercial, industrial, or institutional subdivision shall be as approved by the Plan Commission in accordance with location and scope of each subdivision.

- e. All lots shall abut on a publicly-dedicated street.
- f. Side lines of lots shall be at right angles or radial to the street center line, or substantially so.
- g. Double frontage lots are not permitted except:
 - 1. where lots back upon a primary street and, in such instances, vehicular and pedestrian access between the lots and the primary street is prohibited; and
 - 2. where topographic or other conditions render subdividing otherwise unreasonable, such double frontage lots shall have an additional depth of at least twenty feet (20') in order to allow for a protective screen planting on one frontage.
- h. Lots abutting upon a water course, drainage way, channel, or stream, shall be additional depth or width as required to provide an acceptable building site.
- i. In the subdividing of any land, due regard shall be shown for all natural features such as tree growth, water courses, historic spots, or similar conditions.

SECTION IX

PARKS AND OTHER PUBLIC LANDS

Where a proposed public park or playground, and other public-use area, as determined by the Plan Commission and the Village Board, is located in whole or in part within a subdivision, the subdivider shall dedicate lands for such purposes to the Village of Bloomingdale; provided however, that the total dedication (exclusive of public rights-of-way) shall not exceed ten (10%) percent of the total gross acreage owned or controlled by the subdivider. Where an area that is specifically designated by the Village Board for a public park or playground, and other public use, exceeds the area equivalent to ten (10%) percent of the area of the total acreage owned by the subdivider, the entire area shall be reserved for such use on all subdivision plans and plats; and the acquisition of such additional area in excess of the ten (10%) percent dedication shall then be secured by the Village of Bloomingdale or arrangements made for its acquisition within a period not to exceed three (3) years from the date of approval of the preliminary plan. The value of the subject land shall be established by three (3) qualified appraisers, one (1) of whom shall be appointed by the Plan Commission, one (1) by the subdivider, and one (1) of whom shall be mutually agreed upon by the Plan Commission and the subdivider.

SECTION X

ACCEPTANCE OF STREETS

If any plat of subdivision contains public streets of thoroughfares which are herein dedicated as such, whether located within the corporate limits of the Village of Bloomingdale or in part outside thereof, or contains existing streets located outside of said corporate limits, the approval of the plat by the Village Board of the subsequent annexation of the property to the Village shall not constitute an acceptance by the Village of such streets or thoroughfares, nor of the improvements constructed or installed thereon or therein, irrespective of any act or acts by an officer, agent, or employee of the Village with respect to such streets or improvements. The acceptance of such streets or thoroughfares shall be made only by the adoption of a resolution by the Village Board, after there has been filed with the Village Clerk a certificate by the Village Engineer certifying that all improvements required to be constructed or installed in or upon such streets or thoroughfares, in connection with the approval of the plat

of subdivision by the Village Board, have been fully completed and the construction or installation thereof has been approved by him.

SECTION XI

REQUIRED LAND IMPROVEMENTS

No final plat shall be approved by the Plan Commission without receiving a statement signed by the Village Engineer certifying that the improvements described in the subdivider's plans and specifications, together with agreements, meet the minimum requirements of the Village, county, state, and other authorities having jurisdiction, and that the improvements comply with the following:

1. Sewers

- a. Sanitary sewer lines, including sewer stub terminals at the right-of-way line for each lot, shall be installed to serve all properties in the subdivision. In subdivisions where individual sewage-disposal systems may be installed, such installation shall conform with standards approved by the DuPage County Health Department and other applicable governmental regulations.
- b. Storm sewer system shall be designed to service the entire subdivision to carry off water from all inlet and catch basins or open drainage ways, and be connected with an adequate outfall. The storm drainage system shall be separate and independent of the sanitary sewer system.
- c. Where sewer mains of larger capacity than necessary are required, as directed by the Village Board to serve the subdivision as Delineated on the preliminary plan, the subdivider shall be required to pay for the proportionate benefit of the installation to his subdivision as established by the Village Board.

2. Water Supply

Water distribution facilities, including pipe fittings, hydrants, water stub terminals at the right-of-way line for each lot, etc., shall be installed to serve all properties within the subdivision. Where water mains of larger capacity are required, as directed by the Village Board to serve the future growth in the vicinity of the subdivision, the subdivider shall be required to pay for the proportionate benefit of the installation to his subdivision, as established by the Village Board. In subdivisions where individual water supply may be installed on a lot, such installation shall conform with standards approved by the DuPage County Health Department and other applicable governmental regulations.

3. Right-of Way Grading

- a. The full width of the right-of-way shall be graded, including the sub-grade of the areas to be paved.
- b. All stumps, trees that cannot be saved, boulders, and similar items shall be removed.

4. Street Improvements

- a. All streets shall be improved with pavements to an over-all width in accordance with the following minimum dimensions:

<u>Type of Street</u>	<u>Pavement width</u> (between face of curbs)
Arterials	In accordance with Federal, State, or County
Collector	36 feet
Minor	27-34 feet
Cul-de-sac	34 feet
Half Street	One half the width of the proposed street but not less than 18 feet

- b. Streets in a commercial or industrial subdivision may require greater width as required by the Plan Commission.
- c. Pavements in cul-de-sac turn-arounds shall have a minimum diameter of eighty feet (80'), measured from the back of curb.
- d. Pavements shall be installed in accordance with the Village of Bloomingdale standards and specifications as found in the "Construction and Design Standards".
- e. Pavement Edging
1. Concrete curb and gutter shall conform to the Standard Specifications for Road and Bridge Construction for type M3.12, or B6.12 with a minimum thickness of nine (9") inches where the gutter abuts the street pavement unless alternate designs have been submitted to and approved by the Plan Commission.
 2. Curbs or curb and gutters may not be required in subdivisions located outside the village limits where lots are twenty thousand (20,000) square feet or more in area.
- f. Sidewalks shall not be less than five feet (5') in width with a five inch (5") thickness and two inches (2") of aggregate base, and shall be installed in accordance with the Illinois Standard Specifications for Road and Bridge Construction.
- g. Street lighting shall be installed in accordance with the Village of Bloomingdale standards and specifications to illuminate adequately all roadways and sidewalk surfaces.
- h. Street signs shall be erected so as to identify every street within the subdivision and shall be so designed and constructed as to conform with existing street signs. They shall be installed at a height not less than seven feet (7') and shall be placed not less

than one foot (1') nor more than ten feet (10') from the edge of the pavement.

- i. Minimum radius of curbs at intersections shall be twenty-five feet (25').
- j. All parkways within the dedicated street area shall be graded and seeded or sodded in an approved manner.
- k. Storm water inlets and catch basins shall be provided within the roadway improvements at points and of the design and specifications as required by the Village Engineer.
- l. Street trees shall be planted along all streets where trees do not exist. Trees shall have a trunk diameter, measured twelve inches (12") above the ground, of not less than three inches (3"), and shall be spaced not more than forty feet (40') apart. Plants shall be of the size and type specified, and shall be true to their name as specified. A listing of Permitted, Non-permitted, and Limited Use trees is maintained by the Village Forester.

5. Pedestrian Ways

- a. Portland Cement concrete walks shall be installed to a width of not less than five feet (5').
- b. Sidewalks shall be installed one foot (1') from the right-of-way line unless otherwise determined by the Village Engineer, and on both sides of the street.

6. Public Utilities

- a. All utility lines for telephone, electric, cable TV, and gas service shall be placed underground entirely throughout a subdivision area, conduits or cables shall be placed within easements or dedicated public ways in a manner which shall not conflict with other underground services. Further, all transformer boxes and pedestals shall be located and/or screened so as not to be unsightly or hazardous to the public.
- b. All drainage and underground utility installations which traverse privately-owned property shall be protected by easements.

7. Lot Grading

- a. All lots shall be graded for positive drainage away from all structures and into storm water collection systems.
- b. A minimum of six inches (6") of topsoil shall be placed on all lots.

SECTION XII PERMITS FOR UTILITY SERVICES

Permits shall be obtained from the governing body for the installation of telephone, electric, cable TV, gas, and any other required utility services in public or private rights-of-way or easements as shown on the final plat, and the required fee paid before any installation is started.

SECTION XIII VILLAGE ENGINEER'S SERVICES

The cost incurred by the Village of Bloomingdale for the review of plans and specifications by the Village Engineer shall be paid by the owner or subdivider. A schedule of fees is listed in Ordinance No. 93-17.

All required land improvements to be installed under the provisions of this ordinance shall be inspected during the course of construction by the Village Engineer. Salaries and other costs pursuant thereto to be paid by the owner or subdivider.

SECTION XIV BUILDING PERMIT

No building permit shall be issued by any governing official for the construction of any building, structure, or improvement to land or any lot within a subdivision, as defined herein, which has been approved for platting until all requirements of this ordinance have been fully complied with.

SECTION XV OCCUPANCY PERMIT

No occupancy permit shall be granted by any governing official for the use of any structure within a subdivision approved for platting or re-platting until required utility facilities have been installed and made ready to service the property; and that roadways providing access to the subject lot or lots have been constructed or are partially constructed with a hard, durable surface and are suitable for vehicular traffic with suitable roadway lighting operational.

SECTION XVI VARIATIONS AND EXCEPTIONS

The Plan Commission may recommend variations from these requirements in specific cases which, in its opinion, do not affect the general plan or intent of this ordinance. Such recommendations shall be communicated to the Village Board or governing county authorities in writing, substantiating the recommended variation. The Village Board may approve variations from these requirements in specific cases which, in its opinion, do not adversely affect the general plan or the spirit of this ordinance.

SECTION XVII ENFORCEMENT

No plat of any subdivision shall be entitled to record in the Recorder's Office or have any validity until it has been approved in a manner prescribed in this ordinance.

SECTION XVIII

RECORD OF PLATS

All of such plats of subdivision, after the same have been submitted and approved as provided in this ordinance, shall be filed with the Recorder' Office by the owner or subdivider. Original, recorded plats of subdivision shall be returned to and kept by the Village Clerk among the records of the Village of Bloomingdale.

SECTION XIX

VALIDITY

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION XX

VIOLATION PENALTY

Anyone violating any of the provisions of this ordinance shall forfeit, upon conviction, to the Village of Bloomingdale not less than fifty (\$50.00) dollars or more than five hundred (\$500.00) dollars for each violation, plus the costs of the action, and each day that such violation continues shall be deemed to be a separate offense.

SECTION XXI

EFFECT

All ordinances or parts in conflict with the provisions of this ordinance are hereby repealed.

This ordinance shall be in full force and effect from and after its passage and publication according to law.

Presented to the President and the Village Board of the Village of Bloomingdale, DuPage County, Illinois, this _____ day of _____, 20 _____.

APPROVED:

President

ATTEST:

Village Clerk