

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

Resolution or Ordinance (Blue) _____
 Recommendations of Boards, Commissions & Committees (Green) _____
 Other Business (Pink) _____

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: March 6, 2007 (B of T) Date: March 15, 2007

TITLE: Acceptance of a Recapture Agreement for Stewart Avenue Public Improvements

SUBMITTED BY: Department of Community Development *WTL*

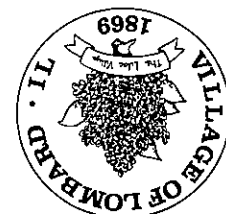
BACKGROUND/POLICY IMPLICATIONS:

Please find attached staff's recommendation regarding a resolution to authorize the signatures of the President and Clerk on a Recapture Agreement for Stewart Avenue public improvements. The improvements were required as part of the single family home development along the 1700 block of S. Stewart Avenue. Staff recommends that the Board of Trustees approve this request. (DISTRICT #3)

Please place this item on the March 15, 2007 Board of Trustees agenda.

Fiscal Impact/Funding Source:
 Review (as necessary):

Village Attorney X _____ Date _____
 Finance Director X _____ Date _____
 Village Manager X *WTL* _____ Date *3/7/07*



MEMORANDUM

TO: William T. Lichter, Village Manager

FROM: David A. Hulseberg, AICP, Director of Community Development *DALH*

DATE: February 27, 2007

SUBJECT: Resolution to Accept a Recapture Agreement for Stewart Avenue Public Improvements

Attached is a resolution for the Board of Trustees' March 15, 2007 meeting. This resolution will authorize the Village President and Clerk to sign a Recapture Agreement for Stewart Avenue public improvements. The improvements were required as part of the single family home development along the 1700 block of South Stewart Avenue. The Village agreed to allow a recapture agreement in the Development Agreement for the project.

Tom Bayer has approved the Recapture Agreement text and Nick Hatfield has approved the cost exhibits. Actual construction costs were used to calculate the recapture amounts and cost documentation in the form of final waivers of lien have been provided.

Please call Nick Hatfield or myself if you have any questions.

DAHNN:nh

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RESOLUTION
R _____ 07

A RESOLUTION AUTHORIZING SIGNATURES OF
PRESIDENT AND CLERK ON A RECAPTURE AGREEMENT FOR EASTGATE
ROAD AND STEWART AVENUE PUBLIC IMPROVEMENTS

WHEREAS, the President and Board of Trustees of the Village of Lombard have received a Recapture Agreement, as attached hereto and marked Exhibit "A"; and, WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to authorize the Recapture Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said document as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this _____ day of _____, 2007:

Ayes: _____

Nayes: _____

Absent: _____

Approved by me this _____, day of _____, 2007.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

RECAPTURE AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of March, 2007, by and between the **VILLAGE OF LOMBARD**, a municipal corporation of the County of DuPage, in the State of Illinois (hereinafter referred to as "VILLAGE" and **UNITED HOME BUILDERS, INC.**, an Illinois corporation, (hereinafter referred to as "DEVELOPER";

WITNESSETH:

WHEREAS, the VILLAGE owns and operates a sanitary sewer collection system, storm water system, and water distribution system; and,

WHEREAS, the VILLAGE has jurisdiction over the construction, maintenance and repair of local streets and traffic control; and,

WHEREAS, the DEVELOPER is the owner of the following described property (hereinafter referred to as ("SUBJECT SITE")):

PINS: 06-20-306-072
06-20-306-071
06-20-306-073
06-20-306-069
06-20-306-070
06-20-306-065

Commonly known as: 1700 South Block of South Stewart

and

WHEREAS, the DEVELOPER has developed the SUBJECT SITE in accordance with its zoning classification under the VILLAGE Zoning Ordinance for R2 uses; and

WHEREAS, the DEVELOPER has constructed the following public utilities relative to the development of the SUBJECT PROPERTY: storm sewer, sanitary sewer, water main, roadway construction, including street lights and all facilities incidental thereto, (hereinafter referred to as the "PUBLIC UTILITY IMPROVEMENTS"); and,

WHEREAS, all of the aforesaid construction has been carried out and completed in strict compliance with all VILLAGE ordinances and codes, and plans, and specifications approved by the VILLAGE; and,

WHEREAS, the cost for the aforesaid PUBLIC UTILITY IMPROVEMENTS was \$ 359,254.43, which final cost has been reviewed and approved by the VILLAGE; and,

WHEREAS, the construction of the aforesaid PUBLIC UTILITY IMPROVEMENTS by the DEVELOPER will, in addition to benefiting the SUBJECT SITE, also benefit the property located at 15462 Stewart, 1706 South Stewart, 1704 South Stewart, 1700 South Stewart, and 232 Eastgate Road if and when said property is developed; and,

WHEREAS, the DEVELOPER should be reimbursed by the owners of said benefited property if and when it is developed; and,

WHEREAS, the DEVELOPER agrees to convey the title to all of the aforesaid PUBLIC UTILITY IMPROVEMENTS to the VILLAGE by a legally proper Bill of Sale;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and agreements herein contained, including, but not limited to, the construction of the aforesaid PUBLIC UTILITY IMPROVEMENTS, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. That DEVELOPER will, at its sole expense, complete the construction of all the aforesaid PUBLIC UTILITY IMPROVEMENTS in conformance with the plans and specifications prepared by Siebert Engineering dated the 12th day of July, 2005, and approved by the VILLAGE.

2. Upon acceptance of all of the aforesaid PUBLIC UTILITY IMPROVEMENTS by the VILLAGE, the DEVELOPER shall convey to the VILLAGE, by a legally proper Bill of Sale, all of said PUBLIC UTILITY IMPROVEMENTS and appurtenances incidental thereto. Such conveyance shall be free and clear of all liens or encumbrances relative to said improvements. Upon acceptance of said PUBLIC UTILITY IMPROVEMENTS by the VILLAGE, the VILLAGE shall have complete control thereof including the determination of all future use and connections thereto, and shall be responsible for the operation, maintenance, repair and replacement of said PUBLIC UTILITY IMPROVEMENTS.

3. DEVELOPER'S estimated/actual costs for said PUBLIC UTILITY IMPROVEMENTS is made up of the following:

1. Water Main Construction	\$ 42,832.50
2. Storm Sewer Construction	\$ 45,977.50
3. Sanitary Sewer Construction	\$ 42,937.00
4. Roadway Construction	\$ 135,216.00
5. Street lights	\$ 17,475.00
6. Construction of driveway approaches	\$ 2,112.00
7. Engineering and Inspection Fees	\$ 31,559.15
8. Permit Fees (all)	\$ 30,797.23
9. Public Walks	\$ 10,348.05
TOTAL	\$ 359,254.43

The VILLAGE agrees to reimburse DEVELOPER for a portion of said total amount not to exceed \$209,050.12, said \$209,050.12 to be payable by the VILLAGE to the DEVELOPER solely and exclusively from collections from the owners of the property described on Exhibit "A", attached hereto and made part hereof, which will be benefited by the construction of said PUBLIC UTILITY IMPROVEMENTS by DEVELOPER if and when said property is developed (hereinafter the "BENEFITED PROPERTY"). The amounts to be collected in relation to each individual parcel, tract or lot shall be as set forth on Exhibit "A".

Said \$209,050.12 is to be collected by the VILLAGE from the owner(s) of said BENEFITED PROPERTY if and when said owner(s) apply to the VILLAGE for a building permit to develop said BENEFITED PROPERTY, or any portion thereof, or at such time as said owner(s) seek to connect to the storm and sanitary sewers and/or watermain constructed by DEVELOPER.

4. It is further understood and agreed to that under no circumstances will the General Fund of the VILLAGE be in any way obligated for said amount to be reimbursed to DEVELOPER, nor shall the VILLAGE be liable for its failure or neglect to collect said \$209,050.12 from the owner(s) of the BENEFITED PROPERTY described in Exhibit "A". The VILLAGE is only obligated to pay DEVELOPER from those funds the VILLAGE actually collects from the owner(s) of said BENEFITED PROPERTY.

5. This Agreement shall remain in full force and effect until the 15th day of March, 2017, after said date the BENEFITED PROPERTY set forth in Exhibit "A" shall no longer be liable for payment of the \$209,050.12.

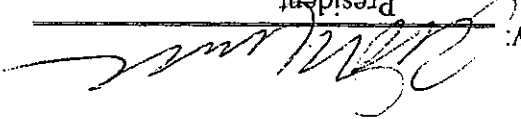
6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, provided, however, that DEVELOPER shall not assign its interests under this Agreement without the prior written consent of the VILLAGE.

7. The VILLAGE is hereby authorized to record this Agreement with the Recorder of Deeds of DuPage County, Illinois.

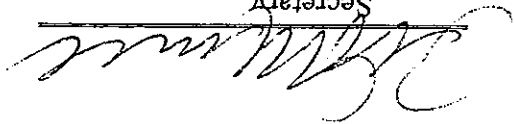
IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed in duplicate by their duly authorized representatives all on the day and year first above written, pursuant to a proper resolution of the respective governing body of each party hereto.

VILLAGE OF LOMBARD

UNITED HOME BUILDERS, INC.

By:  President

By: _____
Village President


Secretary

ATTEST:

(Corporate Seal)

Village Clerk

ATTEST:

(Corporate Seal)

EXHIBIT "A"

Property Address	P.L.N	Percentage	Amount to be recaptured
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1S462 Stewart Avenue	06-20-303-016	10.30%	\$37,003.20
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Legally described as:

LOT 2 IN DUNLAP'S SUBDIVISION OF THE NORTH 100 FEET OF THE SOUTH 300 FEET OF THE NORTH 700 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER (EXCEPT THE EAST 731.50 FEET THEREOF) IN SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 29, 1973 AS DOCUMENT R73-30736, IN DUPAGE COUNTY, ILLINOIS.

1706 S. Stewart Avenue	06-20-303-014	10.30%	\$37,003.20
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Legally described as:

THE EAST 1/2 OF LOT 8 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452575, IN DUPAGE COUNTY, ILLINOIS.

1700 S. Stewart Avenue	06-20-303-008	10.30%	\$37,003.20
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Legally described as:

THE WEST 262.3 FEET OF THE EAST 993.8 FEET OF THE SOUTH 100 FEET OF THE NORTH 600 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

1704 S. Stewart Avenue	06-20-303-009	10.30%	\$37,003.20
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Legally described as:

LOT 7 (EXCEPT THE WEST 262.30 FEET THEREOF) IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTH 1,332.00 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT NUMBER 452575, IN DUPAGE COUNTY, ILLINOIS.

LOT 9 (EXCEPT THE WEST 262 FEET THEREOF) IN YORK TOWNSHIP SUPERVISOR'S
ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF
OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER THE
SOUTH 1332 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20,
TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING
TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452575, IN DUPAGE
COUNTY, ILLINOIS.

Total to be Recaptured: \$209,050.12

232 Eastgate Road 06-20-303-012 16.99% \$61,037.32
Legally described as: