



Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309

Fax: 815-827-4040

Website: <http://www.villageofmaplepark.com>

FINANCE AND PR&D COMMITTEE

AGENDA

TUESDAY, AUGUST 25, 2020

MAPLE PARK CIVIC CENTER

302 WILLOW STREET, MAPLE PARK

7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL / ESTABLISHMENT OF QUORUM

3. PUBLIC COMMENTS - *Any resident wishing to address the Committee may do so according to the guidelines set forth in the "Rules for Public Comments at Public Meetings" handout. Please complete a speaker request form and submit it to the Village Clerk.*

4. APPROVAL OF MEETING MINUTES

- July 28, 2020

5. WASTEWATER TREATMENT PLANT

- Property Acquisition

6. FINANCE REPORT

7. CAPITAL IMPROVEMENT PLAN/MAINTENANCE PLAN

- Maintenance Plan

8. DEKALB COUNTY COMMUNITY FOUNDATION GRANT

- ReBranding/Village Signs

9. OTHER

10. ADJOURNMENT



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TUESDAY, JULY 28, 2020

MAPLE PARK CIVIC CENTER

302 WILLOW STREET, MAPLE PARK

7:00 P.M.

1. CALL TO ORDER

Chairman Higgins called the meeting to order at 7:03p.m.

2. ROLL CALL / ESTABLISHMENT OF QUORUM

Chairman Higgins asked for a roll call. Trustee Fahnestock, Trustee Ward, Trustee Higgins answered present. Trustee Rebone was absent.

Also present were Village President Kathleen Curtis, Village Administrator Dawn Wucki-Rossbach, Village Treasurer Cheryl Aldridge, and Village Clerk Terri D'Amato.

3. PUBLIC COMMENTS - *Any resident wishing to address the Committee may do so according to the guidelines set forth in the "Rules for Public Comments at Public Meetings" handout. Please complete a speaker request form and submit it to the Village Clerk. You may also do so by submitting an email to villageclerk@villageofmaplepark.com in advance of the meeting. The Village Clerk will read such comments during the Public Comment portion of the meeting.*

Steve Mendel – Owner of property at 19025 E. County Line Road in Maple Park, and indicated he was not aware his property was tied into the city sewer/storm line.

Trustee Rebone sent an email with his comments on the topics on the agenda, and Village Clerk D'Amato read them to the committee members.

"Item #5 - I have concerns only having 1 sewer connection when the property is being utilized as two residencies. This leads to a health issue for me. That being said, I'm OK with the text amendment adding non-resident rates, I am not in favor of reducing connection total but to find a good faith engagement with Mr. Mendel I wouldn't want to pursue repair fees...in general I would like to hold off on fee's like this particularly in this instance, until we have good understanding of illegal connections (I will touch on that further in CIP).

Item #6 - The CIP looks good. I would recommend for the lift station pumps that the cost be 16k for all three FY's not 16k, 10k, 16k. I understand it's itemized as pull / repair but in good diligence always prepare to replace out right and 16k is a fair amount for a Barnes pump. To touch back on illegal sewer connections, I would like to include smoke testing to our televising / root cutting plan. This doesn't have to be Village wide and serves no purpose to do anything built after 2000 but would be wise to explore potential problem areas and that would help get ahead of issues like Mr. Mendel is facing with the Village now.

Item #7 - Nothing of note for Finance. Proceed to Board for consideration of Full Time Administrator and yes for increase in Police Hours.

Item #8 - Proceed to Board for both items.

Copies of the email were distributed to the committee members as well.

4. APPROVAL OF MEETING MINUTES

- June 23, 2020

Motion by Trustee Fahnestock with 2nd by Trustee Ward to approve as read. Motion carried by voice vote.

5. 19025 EAST COUNTY LINE ROAD

- a) Text Amendment Adding Non-Resident Sewer Rates
- b) Request to Consider the Number of Sanitary Sewer Connections

Chairman Higgins turned it over to Village Administrator Wucki-Rossbach, who explained that there was a sinkhole at County Line and Maple Park road. Sanitary sewer line was discharging into that storm sewer as a result of this improper connection. Contacted the property owner in regards to the issue. Property owner is requesting a single sanitary sewer connection even though property is currently set up as two residences with only one B-Box for the water meter.

Suggested to property owner that he pay appropriate connection fees, and the village will establish a non-resident sanitary sewer rate to coincide with the non-resident water rate. Billing would be made and sent to property owner and not any renters or tenants.

After additional discussion, consensus of the committee was:

- Give property owners permission to connect the property to the village's wastewater system
- Property owner will pay for the sewer connection charge, inspection charges, and water/sewer impact fee in the amount of \$4,599.18.
- Property owner will be responsible for non-resident rate charges for wastewater service.

Motion by Trustee Higgins with 2nd by Trustee Fahnestock to approve 1 (one) sanitary sewer connection. Motion carried by voice vote.

Administrator Wucki-Rossbach will draft updated agreement for all parties to sign.

6. FIVE-YEAR CAPITAL PLAN

- a) Review and Recommendation

Administrator Wucki-Rossbach reviewed the Five-Year Capital Plan with the committee members. Concerns about revenue projections and if any of these projects/issues are currently affordable, as projections in revenue loss will be difficult. Suggestion was made to extract large projects, and keep the list as budget items discussed, or create a separate list of those items that are ready to be handled or taken care of.

7. FY 2021 REVENUE AND BUDGET REVIEW

- a) Financial Overview of Revenues and Expenditures

Treasurer Aldridge reviewed the June financials with the committee, and indicated that she will have the updated July numbers next Tuesday at the full board meeting.

Treasurer Aldridge left the meeting at 8:25p.m.

b) Consideration of Full-Time Village Administrator Position

This item will be discussed in closed session at the next board meeting on August 4, 2020.

c) Increase in Police Officer Hours

There was a concern over having enough police coverage on Sundays, and suggestion was made to add another 8-hour officer to Sunday's coverage. If the funds to cover this additional coverage are not currently in the budget, a budget amendment will need to be made but this additional officer hours are supported by the Police Department. Consensus was to bring before the full board for approval.

Treasurer Aldridge left the meeting at 8:25p.m.

8. TIF DISTRICT

a) Policy – Review and Recommendation

Administrator Wucki-Rossbach summarized the current TIF Policy with the committee members. After much discussion, the following items were suggested by consensus:

- Break down the current policy according to Residential, Commercial, Senior/Elder
- Keep pages 1-9 of the Policy
- Remove Attachment A – pages 10-98
- Page 102-Application
 - Must not exceed 5K
 - 50/50 Property owner/Village
 - 1 (one) per property every 3 (three) years
- Page 105-Define TIF eligible projects (Attachment A)
- Page 107 – Final Inspection, copies of receipts, payment received

b) Municipal Advisory – Review and Recommendation

Administrator Wucki-Rossbach shared with committee what this role would be in relation to the current TIF project. Plan is to meet with Treasurer Aldridge and Attorney Herb Klein to review revenue of TIF districts and any TIF projects that have been completed. Letter of Engagement is required, along with a Moody's review. After some discussion, consensus was to consult with village attorney regarding TIF consultant and to forward to full board the recommendation to obtain Municipal Advisor services.

Village President Curtis left the meeting at 8:50p.m.

9. ADJOURNMENT

Having no further business before the committee, motion by Trustee Ward with 2nd by Trustee Fahnestock to adjourn. Motion carried by voice vote. Meeting adjourned at 9:35p.m.

Respectfully submitted,

Terri D'Amato
Village Clerk



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MEMORANDUM

TO: Finance Committee

FROM: Village Administrator Dawn Wucki-Rossbach 

DATE: August 19, 2020

SUBJECT: LAND ACQUISITION FOR THE WASTEWATER TREATMENT FACILITY

BACKGROUND

As the Finance Committee is aware, the Village annexed several large properties in 2006. There are two (2) annexation agreements that talk about the wastewater treatment plant (WWTP.) The first is the McCaleb-MacLands, Inc., Gaylord Lockwood, Kathleen Lockwood and Grand Pointe Homes Annexation Agreement and the second, is the Theodore and Lauryce Weydert, and John Clare, Ltd. Annexation Agreement, see attached. These annexation agreements will expire in July 2026.

The WWTP is located within the McCaleb, Lockwood property and the WWTP donation language is on Page 8 – Article 7 of the Agreement. In the Clare Agreement, the language regarding the WWTP can be located on Page 11 – Article 8.3. Please note that both Agreements include a Facilities List that also talk about the land donation. In the McCaleb Agreement is it Exhibit F. In the Clare Agreement is is Exhibit E.

The Wastewater Treatment Facilities General Layout is attached. The layout includes the WWTP and the Public Works Garage and future salt storage facility. The size of the parcel is 3.2 acres.

Per the Village Engineer, the WWTP is planned to expand to 0.40 MGD from the current 0.25 MGD capacity. This is not a large expansion. With that said, any property purchase should handle at least 1.0 MGD for future planning purposes, not that the plant would ultimately get to that point. If the existing annexed properties never develop, it just delays the need for an expansion to the WWTP. His recommendation is not to downsize any proposed expansion as the proposed 0.40 MGD would allow for approximately 425 additional houses over the existing capacity.

The Finance Committee should discuss acquiring the property for the wastewater treatment facility. If the Committee agrees with moving forward with the acquisition, the Committee's recommendation will be forwarded to the Village Board for their consideration. If the Board concurs with the recommendation, a letter would then be sent to the property owners inquiring if they would be interested in selling the property. Then a larger conversation could be held on these annexation agreements.

RECOMMENDATION

That the Finance Committee make a recommendation on the Village pursuing land acquisition for the wastewater treatment facility. If the Finance Committee agrees the Village should pursue the acquisition, the recommendation will be forwarded to the Village Board for the September 1, 2020 Meeting. If the Committee does not recommend pursuing the purchase, the pursuit would be included in the Fiscal Year 2022 Budget discussion.

Attachments

Wastewater Treatment Facilities General Layout Dated 12-18-06

McCaleb-MacLands, Inc., Gaylord Lockwood, et. Al Annexation Agreement

Theodore and Lauryce Weydert, and John Clare, Ltd. Annexation Agreement

McCaleb-MacLands, Inc., Gaylord Lockwood, Kathleen
Lockwood and Grand Pointe Homes Annexation Agreement

158-
12388

FILED FOR RECORD
DEKALB COUNTY, IL.

06 SEP 12 AM 9:41

Sharon L. Holmes
DEKALB COUNTY RECORDER

2006 016961

ANNEXATION AGREEMENT BETWEEN
THE VILLAGE OF MAPLE PARK,
McCALEB-MacLANDS, INC.,
GAYLORD LOCKWOOD,
KATHLEEN LOCKWOOD,
AND GRAND POINTE HOMES

2006 016961

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ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") made this 24 day of August, 2006, by and between the Village of Maple Park ("Village"); McCaleb-MacLands, Inc., Gaylord Lockwood, and Kathleen Lockwood ("Owners"); and Grand Pointe Homes, Inc. ("Developer"); (Village, Owners, and Developer are collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the Owners are the owners of a certain parcels of real property ("Property"), situated North of Maple Park Road, south of Pleasant Street, east of Pritchard Road and west of County Line Road, in DeKalb County, Illinois, which consist of approximately 508.8810 acres and are identified by Permanent Identification Numbers (P.I.N.'s): 9-25-100-001; 9-25-100-002; 9-25-100-003; 9-25-100-004; 9-24-300-010; 9-24-300-012; and 9-23-400-001, and which are legally described on the attached Exhibit A-1; and

WHEREAS, the Developer is the contract purchaser of the Property under certain contracts to purchase real estate, dated August 3, 2005 and July 8, 2004 ("Sales Contract"), providing for the sale of the Property by the Owners to Developer and the purchase of the Property by the Developer; and

WHEREAS, the Property is the subject of this Agreement, and Developer proposes to develop the Property as a planned unit development ("PUD") with single-family, duplex, townhome and courthome uses; and

WHEREAS, the Property is situated in the unincorporated area of DeKalb County, and is not currently contiguous to the incorporated territory of the Village; and

WHEREAS, it is the desire of Developer to annex the Property to the Village in a manner that may include intervening property, as legally described on the attached Exhibit A-2, ("Intervening Property") which is contiguous to both the Property and the incorporated territory of the Village; and

WHEREAS, it is the desire of the Developer to annex and develop the Property in the Village in accordance with the terms of this Agreement and the ordinances of the Village as modified by this Agreement; and

WHEREAS, the Board of Trustees of the Village ("Corporate Authorities"), after due and careful consideration, have concluded that the annexation of the Property and Intervening Property to the Village would further the orderly growth of the Village, enable the Village to control the development of the Property, and serve the best interests of the Village; and

WHEREAS, accordingly, it is the desire of the Village to annex said Property, which by necessity will include the Intervening Property, to facilitate development of the Property pursuant to the terms and conditions of this Agreement and the ordinances of the Village as modified by this Agreement; and

WHEREAS the Parties have or will perform and execute all acts required by law to effectuate such annexation; and

WHEREAS, the Parties desire that the Property be developed in accordance with the zoning and planned development provisions of the Village ordinances as set forth below; and

WHEREAS, in reliance upon the development of the Property in the manner proposed, the Parties will execute all petitions and other documents that are necessary to accomplish the annexation of the Property to the Village; and

WHEREAS it is the desire of the Parties that the annexation and development of the Property proceed as soon as possible, subject to the ordinances, codes and regulations as amended by the Village; and

WHEREAS in accordance with the powers granted to the Village by the provisions of the Illinois Compiled Statutes, 65 ILCS 5/11-15.1-1 through 5/15.1-5, inclusive relating to annexation agreements, the parties hereto wish to enter into a binding agreement with respect to the annexation of the Property to the Village and to provide for various other matters related directly or indirectly to the annexation of the Property as authorized by the provisions of said statutes; and

WHEREAS, the Property is located within DeKalb County, Cortland Township, the Maple Park Fire Protection District, the Maple Park Library District, and the Kaneland School District and all notices as required by law have been given to said entities and all other governmental entities entitled to notice under Illinois law, and proof of service of such notices has been filed with the County Recorder; and

WHEREAS, pursuant to due notice and publication in the manner provided by law, the appropriate zoning authorities of the Village have held such public hearing and have taken all further action required by the provisions of Illinois Compiled Statutes, 65 ILCS 5/11-15.1-3 and the ordinances of the Village relating to the procedure for the authorization, approval and execution of this Agreement by the Village,

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the Parties hereto agree as follows:

ARTICLE 1 INTRODUCTION

- 1-1 The foregoing recitals are incorporated herein.
- 1-2 The Parties hereto enter into this Agreement pursuant to and in accordance with the provisions of the Illinois Municipal Code.

1-3 Definitions. The following terms, wherever used in this Agreement, shall have the meanings stated:

1-3 (a) "Zoning Ordinance" shall mean the "Maple Park Zoning Ordinance," codified at Sections 11-1-1, *et seq.*, of the Maple Park Village Code, including all amendments thereto through the date of approval of this Agreement, but *not* including any amendments thereafter.

1-3 (b) "Subdivision Ordinance" shall mean the "Maple Park Subdivision Control Ordinance," adopted March 1, 2005, as in effect on the date of approval of this Agreement, and as may be thereafter amended, except that any amendments thereto shall not require any alterations to any Final Plat from the Village approved Preliminary Plat, as defined herein, with respect to density, zoning, dedications or set backs authorized or contained in the Preliminary Plat; however, the final engineering plans and specifications accompanying a Final Plat shall be in compliance with the Subdivision Ordinance in effect at the time of the submittal of a Final Plat, subject to the exceptions with respect to density, zoning, dedications or set backs set forth above and any other exceptions noted in this Agreement.

ARTICLE 2 ANNEXATION

2-1 Developer and Owners will seek to annex the Property and the Intervening Property to the Village in accordance with 65 ILCS 5/7-1-2 through 5/7-1-7. It is expressly understood that unless the Property is annexed, zoned and approval of the Preliminary Plat of Subdivision and Preliminary Plan, as each is hereinafter defined, is granted as provided in this Agreement by the adoption of ordinances by the Village within one hundred and twenty (120) days of the date of this Agreement, at the option of the Developer anytime thereafter this Agreement, in its entirety, shall be null, void and of no force and effect. It is furthermore expressly understood that if the Developer and Owners are unable to obtain, within ninety (90) days from the date of this Agreement, a finding from the Circuit Court that a valid petition for annexation in accordance with 65 ILCS 5/7-1-4 has been presented, this Agreement, in its entirety, at the option of the Developer anytime thereafter, shall be null and void and of no force and effect. If the Developer shall elect to void this Agreement as provided in this Section, the Developer shall nevertheless pay or reimburse the Village within sixty (60) days of written demand by the Village all of its costs, including all attorneys' and outside consultants' fees, incurred in connection with the annexation, zoning and plat approval and other matters relating to this Agreement.

2-2 Developer has filed with the Village Clerk a Concept Plan which depicts the proposed development of the Property, a copy of which is attached hereto as Exhibit B (the "Concept Plan"), and a Plat of Annexation, containing an accurate map of the Property and, if by necessity so as to allow for annexation, the Intervening Property, (the "Plat of

Annexation”), which is attached hereto as Exhibit C. The Concept Plan provides for 422 single-family home sites, 216 duplex units, 197 townhomes, and 196 courthomes (6 units per acre). For purposes of this Agreement, adjustments among residential types shall be deemed a non-substantive modification of this Agreement, so long as the total number of units does not exceed 1,030.

- 2-3 Within thirty (30) days of a Circuit Court finding of a valid petition for annexation pursuant to 65 ILCS 5/7-1-4 which includes the Property, and by necessity, intervening property, the Village will take action to approve the question of annexation in accordance with 65 ILCS 5/7-1-5. It is expressly understood that if a referendum is required on the question of annexation, and the referendum defeats annexation, and the Property is not otherwise timely annexed in accordance with this Agreement, this Agreement, in its entirety, may be null and void and of no force and effect upon an affirmative written direction by either the Developer or Village with notice thereof to the other party. If this Agreement becomes void as provided in this Section, the Developer shall nevertheless pay or reimburse the Village all of its costs within sixty (60) days written demand by the Village, including all attorneys’ and outside consultants’ fees, incurred in connection with the annexation and other matters relating to this Agreement.
- 2-4 If the Property may be made contiguous by annexation of intervening real estate pursuant to Sec. 7-1-13 of the Illinois Municipal Code, 65 ILCS 5/7-1-13, the Village, after approval of this Agreement, shall undertake all necessary actions and proceedings to involuntarily annex to the Village all such real estate that may be necessary in order for the Property to become contiguous with the incorporated territory of Village. Developer shall be responsible and shall reimburse the Village for all costs associated with said involuntary annexation.
- 2-5 Within sixty (60) days of the Property becoming contiguous, whether voluntarily or involuntarily, and the filing of a petition for annexation by the Owners, the corporate Authorities shall enact the appropriate ordinance annexing the Property to the Village.

ARTICLE 3 ZONING

- 3-1 The Property shall be developed in all respects in conformity with the Zoning Ordinance and Subdivision Ordinance, unless specifically provided otherwise in this Agreement, the PUD Ordinance, or Final Plat. All variances and deviations, if any, shall be described in the PUD Ordinance.
- 3-2 The Village and the Developer agree that the Property shall be developed in substantial compliance with the Concept Plan, Plat of Annexation, and the following additional plans and documents incorporated herein, submitted to the Village by Developer, those being the sample residential building elevations, as set forth in Exhibit D attached hereto and incorporated herein by reference.

- 3-3 Subsequent to the adoption of this Agreement by the Village, the Developer shall file with the Village a Preliminary Plat of Subdivision ("Preliminary Plat"), which shall be prepared in substantial compliance with the Concept Plan, and any state, county or local laws, ordinances or codes, except as herein provided or in the PUD Ordinance, or Final Plat. If the Preliminary Plat and Preliminary Plan are in substantial compliance with the Concept Plan, the Preliminary Plat and the Preliminary Plan shall be approved by the Village as the Preliminary Plat for the Property and the Preliminary Plan of the Planned Unit Development Special Use Permit for the Property. Any deviations contained in the Preliminary Plat from the governing zoning ordinance shall be deemed acceptable by virtue of the special use permit for the PUD which shall be issued by the Village, with no need for further independent action by Developer, so long as the deviations are consistent with Section 3-1.
- 3-4 The Village acknowledges and agrees that the Concept Plan represents the Developer's best efforts to depict the proposed development of the Property based on the information currently available to the Developer. Should additional information become available to the Developer, the Concept Plan may be modified, adjusted or altered accordingly. However, any such modification shall not affect the zoning classifications and standards, density, lot sizes and setbacks, fees and costs approved in this Agreement.
- 3-5 Within the later of ninety (90) days of the date of approval of this Agreement or the court-authorized annexation or of the Property becoming contiguous with the Village, the Village shall:
- 3-5(a) Adopt an ordinance rezoning and classifying the Property, as necessary, in accordance with the plans of the Developer under the provisions of the Zoning Code. The Village represents that prior to the date of this Agreement, such public hearings as are necessary to enable the Village lawfully to grant said zoning as to the Property have been conducted upon proper notice, and no further action need be taken by the Owner to cause the Property to be rezoned as required by the Developer's plans.
- 3-5(b) Adopt an ordinance pursuant to the provisions of the Zoning Ordinance granting any special use provision, as necessary, in accordance with the plans of the Developer.
- 3-5(c) Adopt an ordinance pursuant to the provisions of the Zoning Ordinance granting any variation provision, as necessary, in accordance with the plans of the Developer.
- 3-5(d) Notwithstanding the foregoing, the ordinances provided for in 3.5(a) – (c) shall not be effective unless the Developer acquires title and provides written notice of same to the Village Clerk.

ARTICLE 4 SUBDIVISION & PLATTING

- 4-1 The Village agrees that if the Developer submits a Preliminary Plat that is prepared in substantial compliance with the Concept Plan, the Village shall approve it. The Village

will approve final plat(s) when submitted so long as they substantially conform to the Concept Plan, and any state, county or local laws, ordinances or codes, except as herein provided or modified, and the Preliminary Plat to be submitted by the Developer that are in substantial compliance with the Concept Plan.

- 4-2 The Village agrees to execute applications for Illinois Environmental Protection Agency ("IEPA") permits for the extension of municipal utilities upon submittal by Developer of final engineering plans with the understanding that the execution of said application shall not be considered an approval of final engineering and that no construction shall commence until final engineering and the final plat have been approved by the Village, and IEPA water and sewer permits have been received, save and except as permitted in Section 5-1 hereof.
- 4-3 Any non-substantive modification to an approved plan which may be hereinafter sought by Developer and which is deemed minor by the Village Planner or Village Engineer may be approved by the Village Planner or Village Engineer administratively without submitting the modification to the Planning Commission, Zoning Board of Appeals or any committee of the Village Board. Any modification deemed to be a substantive modification shall be submitted to the Village for review in accordance with the procedures outlined in applicable sections of the Village's ordinances in effect at the time that the major modification is submitted.
- 4-4 Notwithstanding any Village ordinances or regulations to the contrary, if the Developer elects to develop its property in Phases as provided for in 4-8, Developer may, at Developer's discretion, file its final plat ("Final Plat") in Phases. The initial filing shall be made within three (3) years of the date of the approval of the Agreement. There shall be no time limit imposed on the filing of subsequent Final Plats, so long as each Final Plat and/or Development Phase meets the Subdivision Ordinance and final engineering requirements.
- 4-5 The Final Plat shall be accompanied by restrictive covenants, and recorded at the same time as the Final Plat recording, which provide for the formation of a homeowners and/or condominium association or associations ("Association(s)") which shall be responsible for architectural control and review and for the maintenance of private common areas and detention areas ("Detention Areas"), as shown on the Concept Plan and which will be shown on the Preliminary Plat to be submitted by the Developer that is in substantial compliance with the Concept Plan.
- 4-6 Should the Association(s) fail to properly maintain the Detention Areas in accordance with the final engineering design and as required by Village ordinances, the Village may perform this work, and costs incurred in connection therewith assessed against the owners of the Property, or portions thereof, through a special service area. The Village will create a Dormant Special Service District at the time of Final Plat approval for this purpose and Developer shall agree to its creation.
- 4-7 The Village hereby agrees that, as to each lot which will be depicted on the Preliminary

Plat to be submitted by the Developer that is in substantial compliance with the Concept Plan (other than those being developed as courthomes and townhomes), lots widths not less than 75 feet, lots areas of not less than ten thousand (10,000) square feet, 25-foot front yard setbacks, 20-foot rear yard setbacks, 7½-foot side yard setbacks, and 15-foot set backs on the street side of corner lots, are acceptable.

4-8 The Developer shall be permitted to develop the Property in residential phases, each of which is hereinafter referred to as a "Phase." However, each Phase, whether residential must comply with the Subdivision Code in regard to the incorporation and completion of necessary and best practice planning and engineering of on-site and off-site public improvements.

ARTICLE 5 INITIAL CONSTRUCTION

5-1 Upon posting of security in accordance with the Public Construction Bond Act (30 ILCS 550/3) and Section 9-4 of the Subdivision Ordinance, mass grading, excavation, storm water retention and detention related to the construction of public improvements and construction of model dwelling units may proceed at Developer's sole risk, provided that (i) the final erosion control plan has been approved by the Village Engineer, (ii) the detailed improvement plans and specifications have been submitted to the Village Engineer, and the portion of the plans relating to grading have been approved, and (iii) all erosion and siltation control measures shown on the plans or required by the Village Engineer are in place. Construction of public improvements shall not commence until final engineering plans have been approved by the Village. Construction of dwelling units for sale may proceed after approval of the Final Plat for the applicable phase, provided such units are accessible during construction to building inspectors and emergency services by an all weather road. Occupancy permits will not be issued until the utilities, including the Facilities as defined in Section 8-3, roadway binder, street lights and street signage are all installed and operational.

5-2 Where and to the extent that stream, floodplain or wetlands exist on the site, no grading shall be undertaken until the required state and federal permits, if needed, have been approved by and copies given to the Village Engineer.

ARTICLE 6 FEES

6-1 Building Permit and Certificate of Occupancy Fees: Building permit fees, certificate of occupancy fees and other similar fees shall be payable at time of permit and in accordance with this Agreement and the Village ordinances in existence as of the date hereof, as shown on Exhibit E. The Village shall issue building permits within ten (10) business days of the filing of a completed application and payment of all applicable fees. If a building permit application is denied the Village, within that time frame, must advise Developer in writing of the reason for the rejection. The Village will issue Certificates of Occupancy within three (3) business days after application therefore, or issue a denial

within said timeframe quoting the section of any applicable code, ordinance or regulation relied upon by the Village in its request for correction.

- 6-2 Consulting Fees: Developer agrees to reimburse the Village in accordance with the provisions of Section 17-1 of the Subdivision Ordinance.
- 6-3 No annexation, development, impact, transition, building permit, plan review and inspection, license, engineering, occupancy permit, plat, or other similar fees, dedications, land donations or charges of the Village (regardless of how named or described), of any kind, other than those fees, dedications, land donations and charges expressly enumerated in this Agreement shall be due or payable by Developer to the Village or any other governmental authority or agency on behalf of which the Village collects or enforces such fees, dedications, land donations or charges in respect of the annexation, improvement or development of the Property in substantial compliance with the Concept Plan.
- 6-4 Special Assessments and Taxation: Except as provided in Sections 4-6 above and 8-3.1 below, until after the issuance of the occupancy permit for the last residential unit on the Property, the Village shall not, without the prior consent of Developer, their successors or assigns:
- (a) levy against any real or personal property within the Property, any special assessment or special tax for the cost of any improvements in or for the benefit of the Property; or
 - (b) undertake any local improvements in, on or for the benefit of the Property pursuant to the imposition of a special assessment or special tax against the Property, or any portion thereof, or
 - (c) levy or impose additional taxes on the Property, in the manner provided by law for the provision of special services to the Property or to an area in which the Property is located or for the payment of debt incurred in order to provide such special services.

Nothing in this Section shall prevent the Village from levying or imposing additional taxes upon the Property in the manner provide by law, which are applicable to and apply equally to all other properties within the Village.

**ARTICLE 7
DEDICATIONS, CONTRIBUTIONS, IMPACT,
AND TRANSITION FEES.**

- 7-1 Land Dedications. The Parties agree that the Developer's dedication to the Village of land as denoted in the Concept Plan shall be in full satisfaction of the Subdivision Ordinance's land dedication and cash contribution requirements for parks. All dedications of land for parks, wastewater, and wetlands, regardless of the Phase to which

they shall pertain, shall be made upon approval of the Final Plat for the first Phase and shall be included in said Final Plat. The lands to be dedicated are as shown generally on the Concept Plan.

- 7-2 Cash Contributions for School Purposes in Lieu of Land: No donation of land for school sites shall be required of the Developer. In lieu of land dedication for schools, the Developer shall make a cash contribution for school purposes which shall be paid pro rata for each lot at the time of the issuance of building permit, and shall be in an amount as required by the provisions of the Subdivision Ordinance in effect at the time of the issuance of such permit. All such cash contributions shall be held in trust by the Village or any other public body designated by the Village, for the use in the acquisition of land for a school site, its improvement or other capital expense, to serve the immediate or future needs of children from the school district, or for additions to any existing school site or buildings which already serves such needs.
- 7-3 School Transition and Capital Impact Fees. In addition to the school cash-in-lieu-of-land contributions required under Section 7-2 hereof, the Developer shall pay, at the time of the issuance of the permit, a school transition fee in the amount of One Thousand Dollars (\$1,000) per residential unit, which, beginning on the sixth anniversary of the execution of this Agreement and on each anniversary thereafter, shall be increased by an amount equal to five percent (5%) of the preceding amount. Also, in addition to the school cash-in-lieu-of-land contributions required under Section 7-2 hereof, the Developer shall pay, at the time of issuance of the building permit, a school capital impact fee in accordance with the provisions of Village Resolution No. 2005-1 or any amendment thereto or successor resolution or ordinance as shall be in effect at the time of the issuance of the building permit. Except for the school cash-in-lieu of land contribution, school transition fee, school capital impact fee as provided for herein the Developer shall have no other fees payable for school purposes.
- 7-4 Library Fees: Developer shall pay to the Village an impact fee for the Maple Park Library District. This fee as of approval of this Agreement is One Hundred Fifty Dollars (\$150.00) per residential unit, which shall be increased by a simple interest rate of two and one-half percent (2.5%) of the base rate of One Hundred Fifty Dollars (\$150.00) on May 1st of each year thereafter. Said fee shall be payable to the Village for each residential unit upon issuance of a building permit for said residential unit.
- 7-5 Fire Protection Fees: Developer shall pay to the Village fee for the Maple Park and Countryside Fire Protection District. This fee as of approval of this Agreement is Seven Hundred Fifty Dollars (\$750.00) per residential unit and per one thousand (1000) square feet of commercial or industrial space, which shall be increased by a simple interest rate of two and one-half percent (2.5%) of the base rate of Seven Hundred Fifty Dollars (\$750.00) on May 1st of each year thereafter. Said fee shall be payable to the Village for each residential unit upon issuance of a building permit for said residential unit.
- 7-6 Municipal Fees: Developer shall pay to the Village:

- (a) A combined water-sewer tap fee of Six Thousand Dollars (\$ 6,000) per connection at time of issuance of the building permit, the whole of which shall be applied to the retirement of the Bonds issued for Special Service Area No. 4 and the payment of interest thereon as provided for in Section 8-3.1. The amount of the combined water-sewer tap fee as stated herein may be modified by agreement of Developer and the Village pursuant to the advice bond counsel for Special Service Area No. 4
- (b) A road impact fee of One Thousand Dollars (\$1,000.00) per residential unit at time of issuance of the building permit.
- (c) A police impact fee of Seven Hundred Fifty Dollars (\$750.00) per residential unit at time of issuance of the building permit.
- (d) A public facility fee of One Thousand Six Hundred Three Dollars (\$1,603.00) per residential unit to be incorporated into and paid from the proceeds of the funding of Special Service Area No. 4 at the time of the funding thereof.
- (e) A community development impact fee of One Thousand Dollars (\$1,000.00) per residential unit at time of issuance of the building permit.
- (f) A single payment of Twenty-Five Thousand Dollars (\$25,000.00) as an administrative annexation fee within thirty (30) days of the recording of this Agreement.

Commencing on the sixth (6th) anniversary of this execution of this Agreement, and on each anniversary thereafter, said Municipal Fees shall be increased by an amount equal to five percent (5%) of the amount of the preceding year.

ARTICLE 8 IMPROVEMENTS

- 8-1 Upon submittal of satisfactory documents by Developer, the Village shall timely execute all permit applications submitted by Developer necessary to apply for permits from the Army Corps of Engineers, IEPA, IDOT and any other public or private agencies from whom permits may be required, and shall cooperate with and support Developer in the securing of permits from such agencies. With respect to access points, the Village agrees to the access points onto County Line Road shown on the Concept Plan, and, if approved by the County will approve said access points when the Preliminary Plat of Subdivision is submitted, and will support Developer in securing additional reasonable access points. The Developer shall bear all costs associated with obtaining access points to the Property.
- 8-2 Developer shall be responsible for the construction and installation of those on-site and off-site public improvements and utilities consisting of storm sewers, sanitary sewers, water mains, streets and appurtenant structures as are needed to adequately service the Property and to have facilities available for the use of adjacent properties in accordance

with applicable Village ordinances and requirements.

- 8-2.1 Roadways, Right-of-Way and Pavement Width: Developer shall construct all streets and other public improvements in accordance with the Preliminary Engineering Plan as may be modified by the Village's review and approval of the final engineering plans. The Preliminary Engineering Plan as approved by the Village shall set forth the required rights-of-way, the required pavement cross sections and the pavement widths.
- 8-2.2 Sanitary Sewers: Developer shall be permitted to construct "overhead" sanitary sewer service lines for the individual residences.
- 8-2.3 Sidewalks: All sidewalks shall be concrete, five (5) feet in width and five (5) inches thick on a lot by lot basis as improvements to such lot are made; however, within twelve (12) months of one side of a residential block being seventy-five (75) completed and occupied, the Developer shall complete the remaining sidewalk on that block for pedestrian safety and, furthermore, all remaining sidewalks on such block shall be completed with twenty-four (24) months of the issuance of the first occupancy permit for a unit on that block.
- 8-2.4 Subsurface Utilities: All new utilities to be installed in conjunction with development of the Property, including storm sewers, sump pumps, water mains, sanitary sewers, electric, gas, telephone and cable television, shall be installed underground.
- 8-2.5 Easements and Access: The Village shall, upon the request of Developer, grant to Developer and utility companies mutually satisfactory to the parties which may provide utilities to any part of the Property, such construction and maintenance utility easements over, under, across or through property owned or controlled by the Village as are necessary or appropriate for the development of the Property in accordance with the provisions of this Agreement, the Concept Plan, the Preliminary Plan or any approved preliminary or Final Plat. Developer agrees to grant to the Village easements on the Property required from time to time for utility purposes, bike paths or sidewalks at locations mutually satisfactory to the Village and Developer.

The Village further agrees that, in the event Developer is unable to obtain utility easements over, under, across or through property not owned by or under the Village's control on conditions acceptable to Developer, the Village will, upon Developer's request, in a timely manner, use its powers of condemnation to acquire such easements, provided that said easements are necessary or required by the Village or a utility company for the provision of utility service to the Property. All reasonable costs and expenses incurred by the Village in the securing of such easements on behalf of Developer shall be paid for by Developer. In the event said easement benefits owners of other property, then the cost of acquiring said easement shall be subject to recapture from said benefited property owners once the recapture agreement is prepared by Developer and is approved by the Village pursuant to Article 10 of this Agreement.

- 8-3 Developer acknowledges that there does not presently exist sufficient capacity in the

Village's water supply system and facilities and sanitary sewer system and facilities to accommodate the requirements of the Property when developed in accordance with the Concept Plan. Accordingly, Developer and the developer (collectively, "Developers") of the property subject to an Annexation Agreement between the Village and Theodore and Lauryce Weydert and John Clare, Ltd., dated July 2006 ("John Clare Property"), shall contract for the design and construction of water plant, wastewater treatment plant, and other related facilities which are suitable and sufficient to provide for development of the Property (the "Facilities"), and subject to the reasonable approval of the Village. The Facilities shall consist of 1.08 million-gallon-per-day wastewater treatment facilities (including the associated wetlands and the Administration Building that contains the administrative offices and laboratory for the wastewater treatment facilities); a new well (Well No. 6); water treatment facility for such well; a five hundred thousand (500,000) gallon elevated storage tank; a public works facility (public works garage); water transmission mains and sanitary interceptor sewers (sized as needed for future developments) from the water and wastewater treatment facilities to the water distribution systems and sanitary collection systems of the Property and the John Clare Property as more specifically set forth in the "Facilities List," attached hereto as Exhibit F. Further, upon the wastewater treatment facilities becoming operational and the decommissioning of the existing wastewater treatment plant, Developers shall demolish the existing wastewater treatment plant and convert it into a materials and sludge storage facility as set forth in the "Facilities List," attached hereto as Exhibit F.

The contract(s) for the design and construction of the Facilities shall be by and between Developers and the contractor(s) and Developer shall have full management control over the activities of the contractor(s) pursuant to the Developers Design Agreement.

- 8-3.1 The Village and Developer have arranged for, and shall continue to cooperate and arrange for, the establishment of a special service area, known as Special Service Area No. 4, for the purposes of reimbursing and/or making direct payments for the designing, engineering, installation, and construction of the Facilities and to pay their ongoing operation costs of these facilities for a period of three years following the date on which they begin to incur such costs. Such reimbursement and direct payments shall be financed by bonds issued by the Village in the maximum amount of Twenty-One Million Dollars (\$21,000,000), being retired over a period ending not later than forty (40) years, subject to the opinion of the Village's bond counsel and financial consultant from date of issuance, and bearing interest at a rate not exceeding market rates as recommended by the Village's bond counsel and the financial consultant. The bonds shall be secured by the full faith and credit of the area contained in the Special Service Area and shall not constitute a general obligation of the Village. The entire combined water sewer tap fee collected pursuant to this Agreement shall be applied to the retirement of the Bonds and the payment of the interest thereon. Additionally, a direct tax shall be levied by the Village annually on properties within Special Service Area No. 4 for the entire period that the bonds shall be outstanding, which tax shall be of a sufficient amount and rate, but not to exceed the amount of Two Thousand Two Hundred Fifty Dollars (\$2,250) per lot per annum, for the purpose of making the payments required to retire the Bonds and pay the interest thereon. This tax shall be in addition to all other taxes on the properties within

the said special service area and exempt from the provisions of the Property Tax Extension Limitation Law.

- 8-3.2 The terms and conditions of such financing are subject to (a) the reasonable approval of the Village with respect to the form of disclosure required to be made to purchasers of all properties before the contract of sale is entered into which will be subject to the Special Service Area financing; (b) Illinois statutes and Illinois law; (c) the reasonable approval of Developer; (d) the reasonable approval of the Village's counsel that all interest on bonds or other evidence of indebtedness issued by the Village are exempt from federal income taxes.
- 8-3.3 In the event that such financing or any part thereof is not in place and funded for any reason on or March 1, 2007, or anytime thereafter, Developer may exercise its rights of termination and disconnection as provided above. Developer shall pay or reimburse the Village all of its costs, including all attorneys' and outside consultants' fees, incurred in connection with any disconnection within sixty (60) days of written demand by the Village. The right of termination and disconnection provided to Developer shall terminate if not exercise by written notice delivered to the Village on or before said date.
- 8-3.4 The Village and Developer shall cooperate and use each of its best and most expeditious efforts to arrange financing pursuant to this section.
- 8-3.5 Eligible "Facilities Costs" and payments shall be made as provided for in the Special Services Area Agreement entered into by and among the Developer, John Clare, Ltd., Homes, and the Village.
- 8-3.6 Upon completion of the Facilities, Developer shall be allowed to connect the water distribution system and the sanitary sewer system to the existing Village systems to service all units to be developed on the Property. Water and sewer tap fees for said individual connections shall be described herein and no tap-on or other fees shall be payable by Developer for said connections, unless otherwise agreed by Developer. The Village shall guarantee capacity in the Facilities for the Developer's project for up to 1030 residential units.
- 8-4 The Village agrees not to issue any work-stoppage or similar order to Developer or any of its subcontractors, agents, employees or professionals without first providing Developer at least ten (10) business days written notice to correct identified deficiencies, unless said deficiencies possess an immediate safety hazard.

ARTICLE 9 GUARANTEES AND LETTERS OF CREDIT

- 9-1 Developer shall submit the required plans, Final Plat, specifications and engineer's estimate of probable cost, for approval by the Village Engineer, as provided by the Subdivision Ordinance, after which and upon providing the required security in accordance with the Public Construction Bond Act, the Subdivision Ordinance.

Developer may proceed to construct said improvements. Upon completion of portions of the improvements, the letter of credit or bond shall be reduced to an amount which, in the reasonable opinion of the Village Engineer, is sufficient to ensure completion of the work yet to be performed.

9-2 Developer shall make all public improvements in accordance with the approved final engineering plans and pursuant to the Subdivision Ordinance which will be constructed in accordance with Developer's phasing plan. In lieu of any bond or escrow required by any ordinance of the Village in conjunction with the improvement or development of the Property, Developer shall guarantee the performance and fulfillment of any such requirements by submitting a surety bond or clean irrevocable letter of credit in favor of the Village in form and substance acceptable to the Village, issued by a reputable financial institution, licensed and authorized to do business in the State of Illinois, in the amount of one hundred twenty percent (120%) of the cost of the improvements as approved by the Village Engineer. The Village shall reduce such surety bond or letters of credit within a reasonable time of Developer's request to the Village Engineer to inspect the completed improvements or issue a denial within said period of time informing Developer specifically as to what corrections are necessary to allow the reductions.

9-3 Upon completion of the improvements and acceptance by the Village, the surety bond or letter of credit shall then be released and a maintenance bond submitted in its place pursuant to the Subdivision Ordinance.

ARTICLE 10 RECAPTURE AGREEMENT

10-1 To the extent Developer is required by the Village to construct, oversize and/or install on-site or off-site public improvements or adjacent roadways beyond those needed to adequately service the Property, by designing and installing additional, expanded or oversized utility lines, appurtenances and the like (including, but not limited to, off-site and on-site water mains and sanitary sewer, lift station and transmission lines, among others), and land to accommodate the same, which may benefit other properties in or to become annexed to the Village, the Village agrees to adopt recapture ordinances requiring benefited properties to pay their pro rata fair share and to enter into a recapture agreement with Developer in the form of Exhibit G. Village further agrees that it will not approve final plats or grant the service approvals to owners and/or developers of the property to be benefited by such improvements until such time as said other owners pay their pro rata costs of recapture as shall be appropriate under such circumstances. All Parties understand, acknowledge and agree that the Facilities designed and constructed with the assistance of the Special Service Area No. 4, Article 8, are not subject to Recapture for the benefit of Developer. It is intended by the Village that any fees collected from third parties shall be used to reduce the Special Service Area No. 4 debt burden. The recapture agreement shall specify all land reasonably expected to benefit from the facilities and may be recorded with the County Recorder(s).

10-2 In any such recapture agreement, the Village shall determine the amount subject to

recapture for such other off-site properties on a cost benefit basis reasonably acceptable to the Village and Developer. All recapture agreements shall provide for interest at the prime rate published in the Wall Street Journal beginning from the date of Village's acceptance of the public improvements to be added to principal, shall require that the Village collect recapture fees from the owners of the other areas to be benefited prior to approval of such owner's final plat or their connection to such improvements, whichever occurs first, and shall provide that the Village not be responsible in the event there is not development of the property contemplated to be benefited by such improvements. The Village agrees to enact any ordinances legally required to secure Developer's right of recapture hereunder. The Village shall retain one and one half percent (1.5%) of all collected recapture fees, other than recapture fees generated from the Property, to reimburse it for its administrative expense. Developer agrees to indemnify the Village and hold it harmless from any litigation that may arise from the recapture agreement and its enforcement. In no way shall the Village be considered an agent of Developer in administering the recapture.

ARTICLE 11 CONSTRUCTION FACILITIES AND SIGNS

- 11-1 Prior to commencement of construction and irrespective of whether the Final Plat has been approved, Developer shall submit to the Village a plan showing the location of all proposed temporary construction office, sales trailers, buildings, model homes and offices, including parking area, fencing, banners, flags and other signage and landscape treatment which shall be subject to the approval of the Village Planner, which shall not be unreasonable withheld or delayed. Said plan shall indicate the general location of where all construction trailers, model homes and sales office shall be located. Developer and its subcontractors shall be limited to six (6) storage trailers in total. Developer shall be permitted one (1) temporary office trailer to serve as the construction office and two (2) temporary office trailers to serve as sales offices, in addition to the 1 construction trailer. Developer shall have the right to use said temporary facilities for the purpose of start-up construction and sales activities and assumes all risks knowing full well that these construction trailers are not connected to water supplies or sewers. Under no circumstance shall any park site be used for the storage of temporary sales or construction trailers. The sales trailer shall be removed no later than sixty (60) days after the sales office moves to the model home. Developer agrees to remove the temporary sales trailer and leave the area in a presentable state.
- 11-2 Developer and Village agree with respect to signage as follows:
- 11-2.1 Developer shall be permitted to construct a monument-type entrance sign at each of the entrance ways to the Property provided such construction is in conformance with the approved landscape plan. The homeowners association shall be vested with the responsibility for maintaining such signs.
- 11-2.2 Developer shall be permitted to install 2 double-faced unlit temporary billboard signs on the Property. Each such temporary billboard sign shall not exceed two hundred fifty

(250) square feet and shall not exceed an overall height of 20 feet. Such signs shall only be used for messages and advertisements relating to the subject Property and shall comply with all Village ordinances and be well maintained and landscaped at its base in an area no less than one hundred fifty percent (150%) of the sign face. After ten (10) years Developer shall remove each such sign and be permitted one double-faced unlit temporary billboard no larger than one hundred (100) square feet in a location similar to the initial signs and landscaped in an area no less than one hundred fifty percent (150%) of the sign face. In the event Developer fails to remove either of the signs, the Village may do so and shall be reimbursed by Developer and the homeowners association, jointly and severally, for the costs incurred in connections with such demolition and removal.

11-2.3 Developer shall be permitted to install two (2) double-faced unlit 10-foot x 10-foot signs on the interior of the Property to advertise each of the product areas contemplated by Developer. Said signs shall be landscaped at their base as provided for in Section 11-2.2. Directional signs and 30-inch x 30-inch identification signs are also acceptable.

11-2.4 Developer shall be permitted to install six (6) 3-foot x 5-foot flags on 20-foot poles at each model home area.

11-2.5 The Developer and/or its contractors shall obtain all permits, certificates and inspections required by the Village Code for the installation, construction, use, and occupancy of all temporary construction facilities. Fees for permits and certificates shall be paid for and permits and certificates issued as provided for in Article 6 of this Agreement.

ARTICLE 12 MODEL HOME SITE

12-1 After Final Plat and engineering approval and prior to recording and in advance of completing the installation of sanitary, storm drainage system, water mains and roadway improvements, Developer shall be permitted, at Developer's sole risk, to construct and maintain a model home area and to construct and maintain other appurtenant facilities for said model home areas, including temporary sanitary facilities subject to permit from the DeKalb County Health Department, temporary parking areas, temporary trap fencing, sales signage, temporary walkways, lighting, flagpoles and landscaping. A condition of approval shall be that the Village's Engineer or his designee is satisfied that access to the model homes is safe and adequate. The Village agrees to issue permits to authorize Developer to construct up to four (4) model single-family units per product type and two (2) multi-family buildings per product type (not more than 12 units per product type), within a reasonable time after submission of a building permit request if the Village's Clerk or his designee has approved access to the model units. Developer shall have the right to occupy and use said models, as well as their garages, for sales, sales promotions and offices for sales personnel, all as may be desirable or in any way connected with the sale of dwellings on the Property.

12-2 Construction of models shall be in compliance with the provisions of the Village's Building Code, except that sewer and water need not be connected to the models so long

as Developer provides temporary utility facilities in accordance with applicable Village and county regulations; and, provided further, that each model shall not be occupied for residential dwelling purposes until such time as the public improvements are sufficiently complete for the Village to issue a Certificate of Occupancy.

12-3 For as long as the model area is used for selling, Developer shall have the right to erect, on a temporary basis, fencing that entirely enclose the model area and directs model area pedestrian traffic.

12-4 As part of final plat of subdivision approval for the first unit of the development, the Village shall review the sales area plan. Developer shall also show the Village its sales exhibits, including its marketing brochures, and will agree not to make misrepresentations within said exhibits or brochures. Nothing in this section, however, shall be deemed to constitute a guarantee by the Village to any person of the truth, accuracy or completeness of said exhibits or brochures, nor shall there be any claim, cause, or cause of action against the Village on account of any falsity, inaccuracy, or incomplete in said exhibits or brochures. All successors of the Developer and their agents who construct or market residential units of the Property shall indemnify and hold the Village harmless from any action arising from this section.

ARTICLE 13 VILLAGE ORDINANCES

13-1 The subdivision and zoning standards for public improvements on the Property shall be governed by the final engineering and Final Plat as approved by the Village Engineer in accordance with the terms of this Agreement to the extent that they are consistent with the codes and regulations of the Village as modified by the PUD Ordinance and this Agreement. In no event shall any amendment to or modification of any ordinances, codes or regulations affect or alter the allowable zoning classifications and standards, density, lot sizes and setbacks, fees and costs approved in this Agreement. Village agrees to use its best efforts to give Developer prior written notice of any other amendments, modifications or new ordinances, codes and regulations.

13-2 During the term of this Agreement, except as otherwise specifically agreed upon in this Agreement, and also excepting any annexation or development agreement entered into by the Village relating to real estate which is not the subject matter of this Agreement, if any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of improvements, buildings or appurtenances, or any other development of any kind or character upon the Property, including but not limited to those affecting the assessment of fees, costs, charges, dedications or contributions, are amended or modified in a manner to impose less restrictive requirements on development of, or construction upon, properties in similarly zoned and developed parcels within the Village (whether or not encompassed by agreements of annexation), then, unless specifically provided for to the contrary in this Agreement, the benefit of such less restrictive requirements shall inure to the benefit of Developer, and Developer may elect to proceed with respect to the development of, or

construction upon, the tract with the less restrictive amendment or modification applicable generally to all properties within the Village.

- 13-3 The Village and Developer, and their successors and assigns may, by mutual consent, change, amplify or otherwise agree to terms and conditions other than those set forth in this Agreement by the adoption of any ordinance by the Village amending the terms of this Agreement and the acceptance of same by Developer, subject to the provisions of 65 ILCS 5/11-15.1-1.
- 13-4 In the event of any conflict between this Agreement and any codes or ordinances of the Village, the provisions of this Agreement shall prevail to the extent of any such conflict or inconsistency.
- 13-5 Developer shall comply with the Village's building and housing codes in effect at the time of the issuance of permits, except that any amendment thereto made subsequently to the Village's approval of plans that would require substantial alteration to such plans, so as to make construction in accordance therewith infeasible or impractical, shall be effective as to such plan and construction pursuant thereto only five (5) years after the amendment's adoption.
- 13-6 The Village agrees that it shall not require fire suppression or sprinkler systems in any residential structure constructed by Developer on the Property.

ARTICLE 14 MISCELLANEOUS

- 14-1 If any provision of this Agreement (except those provisions relating to the requested rezoning of the tract identified herein and the ordinances adopted in connection therewith), or its application to any person, entity or property is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect the application or validity of any other terms, conditions and provisions of this Agreement and, to that end, any terms, conditions and provisions of this Agreement are declared to be severable.
- 14-2 If, for any reason during the term of this Agreement, any approval or permission is granted hereunder regarding plans or plats of subdivision or zoning are declared invalid, the Village agrees to take whatever action is necessary to reconfirm such plans and zoning ordinances effectuating the zoning, variances and plat approvals proposed herein, to the extent it may by law, unless the cause of such invalidity shall be the fault of the Developer.
- 14-3 This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns including, but not limited to, successor owners of record, successor developers, lessees and successor lessees and upon any successor municipal authority of the Village and successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto (the "Term").

- 14-4 Unless otherwise provided for herein, the terms of this Agreement remain subject to all applicable laws, codes, statutes and ordinances of appropriate federal, state and county governments.
- 14-5 This Agreement contains all of the terms and conditions agreed upon by the Parties hereto and no other prior agreements regarding the matter hereof, except those specifically referenced herein, shall be deemed to exist to bind the Parties. The Parties acknowledge and agree that the terms and conditions of this Agreement, including the payment of any fees, have been reached through the process of good faith negotiations, by both the principals and through their counsel, and represent terms and conditions that are deemed by the Parties to be fair, reasonable, acceptable and contractually binding upon each of them.
- 14-6 The parties hereto acknowledge that the Owners, as contract sellers to Developer, join in this Annexation Agreement to permit annexation of the Property. Notwithstanding anything contained to the contrary in this Agreement, the Parties hereto further acknowledge that upon annexation the Owners shall not have any obligations or liabilities under this Agreement, all undertakings hereunder being undertakings and obligations solely of Developer.
- 14-7 It is understood by the Parties hereto that time is of the essence of this Agreement. It is further understood that upon the occurrence of a default of any of the provisions of this Agreement, which default continues for ten [10] days after a notice specifying such default is given the defaulting party, the injured party hereto may in law or in equity, by suit, action, mandamus, or other proceeding, including specific performance, enforce or compel the performance of this Agreement by such defaulting party.
- 14-8 Nothing herein shall in any way prevent the alienation, encumbrance, or sale of the Property or any portion thereof, and the new owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.
1. Within thirty (30) days after the execution hereof, the text of this Agreement (or a suitable memorandum hereof) shall be recorded at the sole cost and expense of the Developer in the Office of the Recorder of DeKalb County, Illinois.
 2. It is further agreed that any party to this Agreement, either in law or in equity, by suit, action, mandamus, or other proceeding, may enforce or compel the performance of this Agreement or have other such relief for the breach thereof as may be authorized by law or that by law or in equity is available to them.
- 14-9 If any agreement entered into by the Village or any existing, amended, modified or new ordinances, codes or regulations affecting zoning, subdivision, development, construction of improvements, buildings or appurtenances, or any other development of any kind or character, including but not limited to those affecting the assessment of fees, costs, charges, dedications or donations, impose less restrictive requirements on residential

development of, or construction upon, properties within, or after annexation to be within, the Village (whether or not encompassed by agreements of annexation), then the benefit of such less restrictive requirements shall inure to the benefit of Developer, and anything to the contrary contained herein notwithstanding, Developer may elect to proceed with respect to the development of, or construction upon, the Property with the less restrictive requirements being applicable. Furthermore, if the Developer has paid fees, costs, or made cash donations pursuant to the more restrictive requirements, the Village will promptly refund to the Developer the difference. The requirements of this Section 14-9 shall be enforceable by the Developer from the date of this Agreement forward, in perpetuity, or until unenforceable by operation of law.

ARTICLE 15 NOTICES AND REMEDIES

- 15-1 Upon breach of this Agreement, any of the Parties in any court of competent jurisdiction, by any action or proceeding at law or in equity, may exercise any remedy available at law or equity.
- 15-2 Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform and performance shall be demanded.
- 15-3 In the event the Village chooses to sue in order to enforce the obligations hereunder, Developer shall pay all costs and expenses incurred by the Village including, but not limited to, attorneys' fees and court costs, provided the Village prevails. In the event Developer chooses to sue in order to enforce the obligations hereunder, Village shall pay all costs and expenses incurred by Developer including, but not limited to, attorneys' fees and court costs, provided Developer prevails. In addition, if Developer does not pay any fees provided for herein, the Village may withhold the issuance of building permits until payment is received. Village may use any remedies available to it to collect such fees and charges as are due.

Notice shall be provided at the following addresses:

Village: Claudia Tremaine
Village Clerk
Village of Maple Park
302 Willow Street
Maple Park, IL 60151

Copy to: Patrick Bond, Esq.
Bond, Dickson & Associates, P.C.
301 S. County Farm Road, Suite E
Wheaton, IL 60187
630-681-1000

prepared by a
Return to

Developer:

Grand Pointe Homes
Attn: Rick Zirk
P.O. Box 379
West Dundee, IL 60118
847-930-9100

Copy to:

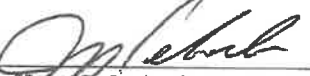
Jeffrey Stahl, Esq.
Stahl Cowen Crowley LLC
55 West Monroe Street, Suite 1200
Chicago, IL 60188
312-641-0060


Signature Page to Follow

IN WITNESS WHEREOF, the parties set their hands and seals on the day and year first above mentioned.

DEVELOPER:

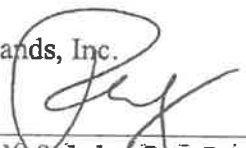
Grand Pointe Homes, Inc.

By: 
Jeffrey S. Pelock, Its President

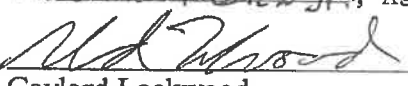
Attest: 
_____, Secretary

OWNERS:

McCaleb-MacLands, Inc.

By: 
Philip S. McCaleb, Its President

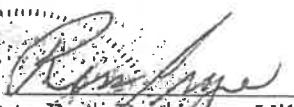
Attest: 
Malcolm McCaleb Jr., Assistant Secretary

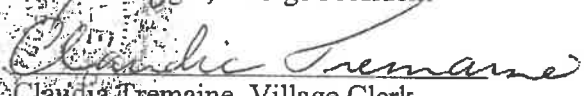

Gaylord Lockwood


Kathleen Lockwood

VILLAGE:

VILLAGE OF MAPLE PARK

By: 
Ross Dueringer, Village President

Attest: 
Claudia Tremaine, Village Clerk

F:\PKB\MAPLE PARK\Grand Pointe Homes\AnnexAgrmt071906.Cln&Prfd-Rev.clean.doc

EXHIBIT A-1

LEGAL DESCRIPTION OF PROPERTY

Lockwood Parcel

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 23 AND OF THE NORTHWEST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 24 LYING SOUTH OF THE CENTER LINE OF PLEASANT STREET ROAD IN TOWNSHIP 40 NORTH RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, CORTLAND TOWNSHIP, DEKALB COUNTY ILLINOIS

Mc Caleb farm

PARCEL 1: THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM ALL THAT PART THEREOF LYING NORTH AND EAST OF THE CENTER LINE OF THE EXISTING DRAINAGE DITCH, AND EXCEPTING THEREFROM THE FOLLOWING: THE EAST 250 FEET, AS MEASURED PERPENDICULAR TO THE EAST LINE THEREOF, OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

PARCEL 2: THE NORTHWEST QUARTER AND ALSO THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FOLLOWING: THE EAST 250 FEET, AS MEASURED PERPENDICULAR TO THE EAST LINE THEREOF, OF THE WEST HALF OF THE NORTHWEST QUARTER;

ALSO

PARCEL 3: ALL THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTH WESTERN RAILWAY ALL IN DEKALB COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING: THE EAST 250 FEET, AS MEASURED PERPENDICULAR TO THE EAST LINE THEREOF, OF THE WEST HALF OF THE SOUTHWEST QUARTER LYING NORTH OF THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY, ALL IN DEKALB COUNTY, ILLINOIS.

EXHIBIT A-2

LEGAL DESCRIPTION OF INTERVENING PROPERTY

PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 25 AND PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE NORTHERLY ALONG THE WEST LINE THEREOF, A DISTANCE OF 1077.22 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD (FORMERLY THE CHICAGO AND NORTHWESTERN RAILWAY); THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE; AT AN ANGLE OF 78 DEGREES 57 MINUTES 19 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 1344.92 FEET TO THE EAST LINE OF THE WEST HALF OF THE SAID SOUTHWEST QUARTER; THENCE SOUTHERLY ALONG SAID EAST LINE, AT AN ANGLE OF 100 DEGREES 54 MINUTES 49 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 785.23 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SOUTHWEST QUARTER, SAID POINT ALSO BEING ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE EASTERLY, ALONG SAID NORTH LINE, AT AN ANGLE OF 88 DEGREES 48 MINUTES 41 SECONDS AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 992.19 FEET TO A POINT 326.12 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTHERLY AT AN ANGLE OF 89 DEGREES 00 MINUTES 52 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 1955.75 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF F.A. ROUTE 7 (ILLINOIS ROUTE 38); THENCE NORTHWESTERLY, ALONG SAID RIGHT OF WAY LINE, AT AN ANGLE OF 64 DEGREES 48 MINUTES 35 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 1095.83 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE NORTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AT AN ANGLE OF 179 DEGREES 10 MINUTES 37 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 647.85 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT OF WAY LINE, AT AN ANGLE OF 171 DEGREES 40 MINUTES 43 SECONDS AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 737.20 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF PRITCHARD ROAD; THENCE NORTHERLY, ALONG SAID EASTERLY RIGHT OF WAY LINE, AT AN ANGLE OF 112 DEGREES 05 MINUTES 41 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 123.40 FEET; THENCE WESTERLY, AT AN ANGLE OF 94 DEGREES 25 MINUTES 42 SECONDS AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 25.00 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER, THENCE NORTHERLY ALONG SAID WEST LINE, PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 818.37 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
CONCEPT PLAN

EXHIBIT C

PLAT OF ANNEXATION

EXHIBIT E

FEE SCHEDULE

Maple Park Annexation Agreement Fees

7/19/2006

Grand Pointe

**Fees, 7-19
Unit Costs**

School Land Cash (1)	\$ 2,200.00
School Capital Impact (1)	\$ 5,000.00
School Transition (2)	\$ 1,000.00

Total School Fees **\$ 8,200.00**

Park Land Cash (3)	-----
Fire District	\$ 750.00
Library	\$ 150.00
Roads	\$ 1,000.00
Police	\$ 750.00
Facility (4)	\$ 1,603.00
Community Development	\$ 1,000.00
Water/Sewer Connections (5)	\$ 6,000.00

Total Other Fees **\$13,253.00**

Unit Total **\$19,453.00**

Annexation Fee (6) **\$25,000.00**

Note (1)	All fees per Village Ordinance or Adopted Resolution
Note (2)	Payable at issuance of building permit
Note (3)	Grand Pointe is donating land instead of cash
Note (4)	Not payable in cash but included as an expense to SSA
Note (5)	Amount modifiable by Agreement of Village and Developer at time of SSA funding
Note (6)	One-time administrative fee payable at Agreement recording

EXHIBIT F
FACILITIES LIST

The Facilities shall consist of a one 1.08 million-gallon-per-day wastewater treatment facilities (including the associated created wetlands and the Administration Building that contains the administrative offices and laboratory for the wastewater treatment facilities); a new well (Well No. 6); water treatment facility for such well; a 500,000- gallon elevated storage tank; a public works facility; water transmission mains and sanitary interceptor sewers (all sized as needed for future developments) from the water and wastewater treatment facilities to the water distribution system and sanitary collection system of the Property and the John Clare Property as more specifically set forth in Items 1, 3, 4, and 5. Further, upon the wastewater treatment facilities becoming operational and the decommissioning of the existing wastewater treatment plant, Developers shall demolish the existing wastewater treatment plant and convert it into a materials and sludge storage facility as set forth in Item 2 below.

1. The following facilities are to be located on donated land within the Property:
 - A 1.08 million gallon per day (mgd) wastewater treatment facility ("WWTF") and associated 15-acre created wetlands ("Wetlands") in accordance with following specifications:
 - The WWTF shall be designed in accordance with the Recommended Plan of the August 2005 Facility Plan Amendment, as revised by the November 2005 Anti-Degradation Report, and incorporated revisions, if any, that IEPA recommends and the Village accepts.
 - The WWTF shall comply with all applicable rules, regulations, and ordinances.
 - The WWTF shall be designed to allow future expansions of 1.0 mgd each, up to a total of 4.0 mgd and for the future installation of tertiary filters.
 - Mandatory Wetland-At a minimum, the Wetlands shall consist of:
 - i. An enhancement wetland specifically intended to accept the WWTF effluent.
 - Optional Wetlands-At the option of Developer and John Clare, the Wetlands may also consist of:
 - i. A created wetland to mitigate the wetlands disturbed by development of the Property.
 - ii. A lineal wetland that essentially parallels Union Ditch No. 2 and conveys effluent to wetlands on the north side of the Property.
 - iii. A created wetland(s) on the north side of the Property, if the Developer requests.
 - iv. Creation of each Optional Wetlands I, ii, and iii above is at the discretion of Developer and John Clare. If any or all of them are created, Developer shall determine if there is sufficient hydraulic head to get the WWTF effluent to flow sequentially through all three wetlands. If there is insufficient hydraulic head, Developer is not required to convey WWTF effluent through the any of the three Optional Wetlands for which there is insufficient hydraulic head.

- Wetland discharge flow meter and refrigerated composite sampler to measure the flow rate/volume and sample the Wetland effluent. Electric power and fiberglass enclosures for the sampling and flow monitoring equipment shall be provided. The flow monitoring point shall be as far downstream as possible. However, it shall be upstream of the entry point of any significant stormwater runoff that enters the Wetland through a ditch, culvert, or storm sewer.
 - Scum baffles shall be located upstream of the Wetland discharge flow meter. The outfall structure that contains the scum baffles and flow meter shall be a reinforced concrete structure with an aluminum flow measurement weir plate and scum baffles which prevent scum and other floating material from passing over the weir.
 - An administration building ("Administration Building") conforming to the following specifications:
 - i. Approximately 50 feet x 100 feet
 - ii. The Administration Building shall be built to accommodate the Public Works offices in addition to the Water, Sewer, and Wastewater Departments.
 - The Administration Building shall be completed with site work, to include paved parking lot(s), site lighting, landscaping, and fencing.
- Water Treatment Facility for new Well No. 6 conforming to the following specifications:
- The water treatment facility ("WTF") shall be designed in accordance with the September 2005 Water System Master Plan and incorporate revisions, if any, that IEPA recommends and the Village accepts.
 - The WTF shall be designed primarily to remove radium through ion-exchange softening, based on the actual quality of the water produced by new Well No. 6.
 - The radium/barium removal process shall be based on radium/barium removal to meet IEPA Maximum Contaminate Levels (MCL) using sodium cycle ion-exchange, based on the assumption that hydrogen sulfide is not present in well water.
- Well No. 6, a deep water supply well, conforming to the following specifications:
- Approximate depth of 1,350 ft to the base of the Galesville formation
 - Anticipated safe yield of 1,000 gpm.
- Elevated storage tank ("Tank") conforming to the following specifications:
- The Tank shall be designed in accordance with the September 2005 Water System Master Plan and incorporate revisions, if any, that IEPA recommends and the Village accepts.
 - The Tank shall comply with all applicable rules, regulations, and ordinances.
 - The Tank shall be designed as a steel, single pedestal, dual-riser, water-spheroid with a nominal capacity of 0.5 million gallons (500,000 gallons) with prefabricated valve vault.
 - A prefabricated altitude valve vault shall be designed and installed at the existing elevated storage tank.

➤ Public works facility ("PWF"), conforming to the following specifications:

- The PWF shall be a separate structure from the Administration Building.
- The PWF shall be designed to accommodate:

-A workshop with a foot print of 25 feet x 30 feet.

-A garage, 90 feet x 120 feet, which shall include vehicle storage space sufficient for up to 5 dump trucks and 4 pickup trucks and other storage space

- The PWF shall be fitted with two overhead doors, minimum 20' wide, sized for the largest Public Works vehicles.
- The PWF shall have a minimum clear span of 90 feet.
- The PWF shall be completed with site work, to include paved parking lot(s), site lighting, landscaping, and fencing.

2. Upon the WWTF's becoming operational and the decommissioning of the present wastewater lagoon plant ("Old Wastewater Plant"), the Developers shall demolish the Old Wastewater Plant and convert it into a materials storage yard for the Village's Public Works Department and the future sludge storage facility in conformance with the following specifications:

- The lagoons shall be demolished as follows:
 - a. Remove the aeration system and piping from the lagoon.
 - b. Plug and abandon the air supply piping between the blower room and the lagoon.
 - c. Remove the sludge that has accumulated in the lagoons and dispose of it in accordance with the IEPA sludge disposal permits.
 - d. Remove the plastic lagoon liner. Remove berms and fill the lagoons with berm material.
 - e. After pushing the berms into the lagoons, grade the surface, add topsoil, fertilize, and seed all of the disturbed areas on the existing Old Wastewater Plant site.
- The aeration blowers shall be demolished as follows:
 - a. Remove blowers, piping, valves, conduit, wire, motor control center, control panels, and any other equipment associated with the blowers.
 - b. Remove the concrete pads that support the blowers flush with the top of the floor.
- The raw sewage pump station shall be demolished as follows:
 - a. Remove pumps, discharge piping, valves, conduit, wire, motor control center, control panels, and any other equipment associated with the pumps.
 - b. Remove structures to a depth of not less than 3 feet below finished grade.
 - c. Break out the bottom slab of the portions of structures which may remain and fill the voids with granular materials.
 - d. Plug and abandon the gravity sewer piping that will no longer be used.

EXHIBIT G

SAMPLE RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT made and entered into this ____ day of _____, 2____ by and between the Village of Maple Park, a municipal corporation of the State of Illinois, DeKalb County ("Village") and Grand Pointe Homes("Developer").

WHEREAS, Developer has or will oversized certain municipal infrastructure, including _____ and street improvements, as part of the Village requirements in connection with the subdivision known as [*insert subdivision name*] ("Subdivision"); and

WHEREAS, the installation of said infrastructure will benefit other properties and property owners and these properties are herby identified and said benefiting costs ascribed to each parcel on a per acre basis and attached hereto as Exhibit A; and

WHEREAS, it is the desire of Developer and Village that Developer be reimbursed by the owners of the properties benefited directly or indirectly by the installation of the oversizing on an equitable basis for the cost.

NOW, THEREFORE, in consideration of mutual promises and agreements contained herein, the Village and Developer agree as follows:

1. Developer has or will pay all of the costs of construction of that certain oversized infrastructure identified in Exhibit A. "Costs" shall include the construction costs together with all engineering costs, inspection costs, legal costs, review fees, easement costs and such other costs that are directly relatable to the project as mutually agreed by the Parties. Costs do not include those off site water and sewer Facilities referenced in Article 8-3.1 of the Annexation Agreement and funded by the SSA.
2. The Parties agree that Developer shall be entitled to receive interest on the amount due from each benefited property at the interest rate of prime as published periodically in the Wall Street Journal. In the event that any state statute shall determine the rate other than set forth here, the state requirement shall prevail. Interest shall commence from the date that the oversized infrastructure is/are accepted by the Village.
3. The parties agree that the Village will collect the portion of the costs of the facilities to the subdivision including interest payments from the owners of benefited properties within the meaning of 65 ILCS 5/9-5-1 prior to the time that said benefited property connects to said facilities and receive one and a half (1.5) percent of the collected funds to reimburse the Village for its administration of the Recapture Agreement.

WHEREFORE, the parties hereto have set their hands this _____ day of _____, 200_.

DEVELOPER:

Grand Pointe Homes

By: _____
Rick Zirk, Its Vice-President

VILLAGE:

VILLAGE OF MAPLE PARK

By: _____
Ross Dueringer, Village President

Attest:

By: _____
Claudia Tremaine, Village Clerk

Exhibit A to Recapture Agreement

Legal Description:

FILED FOR RECORD
DEKALB COUNTY, IL.

07 OCT 12 PM 2:00

Sharon L. Holmes
DEKALB COUNTY RECORDER

ANNEXATION

Corrects - Map

Corrects

Doc. No. 2007013565

Plat Cabinet 10

Slide 30-A

Plat Cabinet 10
Slide 34-B

2007017783

(CORRECTED)

VILLAGE OF MAPLE PARK

ORDINANCE NO. 2007-12

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN TERRITORY
COMMONLY KNOWN AS THE LOCKWOOD AND MCCAULEY FARMS TO
THE VILLAGE OF MAPLE PARK

ADOPTED BY
THE BOARD OF TRUSTEES
OF THE
VILLAGE OF MAPLE PARK

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Maple Park, Kane and DeKalb Counties, Illinois,
this 3rd day of July 2007.

Prepared By:
Village of Maple Park
302 Willow Street
P.O. Box 220
Maple Park, Illinois 60151

Corrects Doc. No. 2007013565

Plat Cabinet 10

Slide 30-A

(CORRECTED)
**AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN TERRITORY
COMMONLY KNOWN AS THE LOCKWOOD AND MCCAULEY FARMS TO
THE VILLAGE OF MAPLE PARK**

WHEREAS, a written petition, signed by the legal owners of record of all land within the territory hereinafter described, a copy of which is attached hereto as Exhibit "A," and by the electors residing thereon, has been filed with the Village Clerk of the Village of Maple Park, Kane and DeKalb Counties, Illinois, requesting that certain territory be annexed to the Village of Maple Park; and

WHEREAS, the said territory is not within the corporate limits of any municipality; and

WHEREAS, notice of said annexation has been given or will be given to public bodies required to receive such notice pursuant to statute; and

WHEREAS, copies of such notices required to be recorded, if any, have been or will be recorded in the Office of the Recorder of DeKalb Counties; and

WHEREAS, all petitions, documents, and other necessary legal requirements are in full compliance with the statutes of the State of Illinois, specifically Sections 7-1-1 *et seq.* of the Illinois Municipal Code; and

WHEREAS, it is in the best interests of the Village of Maple Park that the territory be annexed thereto.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAPLE PARK, KANE AND DEKALB COUNTIES, ILLINOIS:

SECTION ONE: That the territory commonly known as the Lockwood and McCaleb Farms, as legally described in the Petition For Annexation attached hereto and incorporated herein as Exhibit "1" and indicated on the accurate map of annexed territory including in Exhibit "1," be annexed to the Village of Maple Park, Kane and DeKalb Counties, Illinois, without further action by the President and Board of Trustees thereof, upon and with the annexation of the territory commonly known as the Diehl Farm.

SECTION TWO: That upon the annexation of the territory commonly known as the Lockwood and McCaleb Farms the official map of the Village of Maple Park be amended to reflect the extension of corporate limits of the Village of Maple Park to include the said territory to the far side of any adjacent roadways annexed thereby.

SECTION THREE: That upon the annexation of the said territory the Village Clerk of the Village of Maple Park is directed hereto to file in the Office of the Recorder of Deeds of DeKalb County, Illinois, a certified copy of this Ordinance, together with an accurate map of the territory annexed, and to provide notice of this annexation to the DeKalb County Board of

Election Commissioners and the United States Postal Service, as well as to record with the Recorder's Office all notices and affidavit of notice provided for said annexation.

SECTION FOUR: That the Village Clerk of the Village of Maple Park be and is hereby directed to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and published.

SECTION FIVE: That all ordinances or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

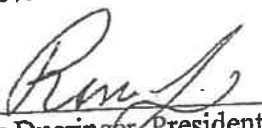
SECTION SIX: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

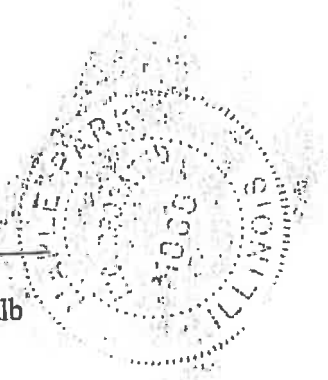
AYES: Trustees Borg, Curtis, Delaney, Lunardon, Pedersen, Moisa

NAYS: 0

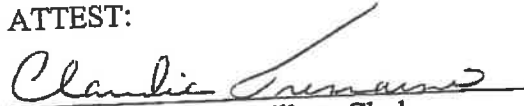
ABSENT: 0

APPROVED THE 3rd DAY OF JULY 2007.


Ross Dueringer, President
Village of Maple Park, Kane and DeKalb
Counties, Illinois



ATTEST:


Claudia Tremaine, Village Clerk
Village of Maple Park

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EXHIBIT "1"

PETITION FOR ANNEXATION

2007017783

PETITION FOR ANNEXATION

L.J.

TO: THE VILLAGE PRESIDENT AND THE BOARD OF TRUSTEES
Village of Maple Park
Kane and DeKalb County, Illinois

The undersigned (collectively, the "PETITIONERS"), being all of the Owners of record of the tract or tracts of land legally described in Exhibit "A," attached hereto and made a part hereof (collectively, the "TERRITORY"), and electors residing in the Territory as indicated, do hereby respectfully petition the Village President and Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois (the "VILLAGE") to annex the Territory to the Village, and in support of said request, state the following under oath:

1. The TERRITORY is not within the corporate limits of any municipality.
2. The TERRITORY is contiguous to the corporate limits of the Village.
3. At least fifty-one percent (51%) of electors residing on the TERRITORY have signed this Petition.
4. The PETITIONERS signing this Petition as OWNERS comprise those authorized by the OWNERS of record of the Territory (excluding adjacent rights of way).
5. That an Annexation Agreement ("Annexation Agreement") regarding the annexation of the TERRITORY has been previously entered into between the OWNERS of record and the VILLAGE regarding the annexation of the said territory.

WHEREFORE, PETITIONERS RESPECTFULLY REQUEST THE FOLLOWING:

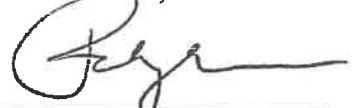
1. That the President and Board of Trustees of the VILLAGE annex the TERRITORY along with adjacent rights of way to the VILLAGE in accordance with the provision of this Petition by enactment of an ordinance therefor pursuant to 65 ILCS 5/7-1-8, as amended.
2. That such other actions be taken by the VILLAGE as is necessary or appropriate to effect the annexation of the TERRITORY to the VILLAGE.
3. That the annexation of the TERRITORY is subject to the terms and provisions of the Annexation Agreement.

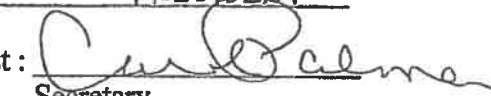
4. To the best of the undersigneds' information and belief, the statements contained herein are true and correct.

DATED this 28th day of June 2007

OWNERS:

McCaleb-McLands, Inc.

By:  Philip S. McCaleb
Its PRESIDENT

Attest: 
Secretary

LOCKWOODS:

Gaylord Lockwood *GL*
Gaylord Lockwood

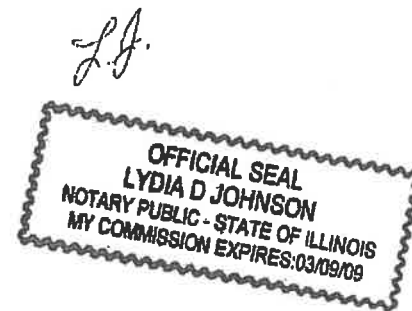
Kathleen Lockwood *KL*
Kathleen Lockwood



ELECTORS:

Nona Miller
Nona Miller

David Sode
David Sode



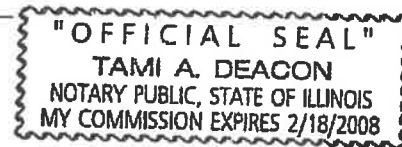
State of Illinois)
County of DeKalb)

I, Tami Deacon, Notary Public, hereby certify, that Philip McCaleb of McCaleb-McLands, Inc., personally known to me to be the same persons whose names are signed to the foregoing Petition, appeared before me this day in person and state under oath that therein were true to the best of their belief and knowledge and acknowledged that they signed the Petition as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 28th day of June 2007

Tami A. Deacon
Notary Public

My Commission expires on 2/18/08



State of Illinois)
County of DeKalb)

I, Lydia D. Johnson, Notary Public, hereby certify, that Gaylord Lockwood, personally known to me to be the same persons whose names are signed to the foregoing Petition, appeared before me this day in person and state under oath that therein were true to the best of their belief and knowledge and acknowledged that they signed the Petition as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 28th day of June 2007

Lydia D. Johnson
Notary Public

My Commission expires on March 9, 2009



State of Illinois)
County of DeKalb)

I, Lydia D. Johnson, Notary Public, hereby certify, that Kathleen Lockwood, personally known to me to be the same persons whose names are signed to the foregoing Petition, appeared before me this day in person and state under oath that therein were true to the best of their belief and knowledge and acknowledged that they signed the Petition as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 28th day of June 2007

Lydia D. Johnson
Notary Public

My Commission expires on March 9, 2009



LD

State of Illinois)
County of DeKalb)

I, Lydia D. Johnson, Notary Public, hereby certify, that David Sode, personally known to me to be the same persons whose names are signed to the foregoing Petition, appeared before me this day in person and state under oath that therein were true to the best of their belief and knowledge and acknowledged that they signed the Petition as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 2nd day of July 2007

Lydia D. Johnson
Notary Public

My Commission expires on March 9, 2009



29

State of Illinois)
County of DeKalb)

I, Lydia D. Johnson, Notary Public, hereby certify, that Nona Miller, personally known to me to be the same persons whose names are signed to the foregoing Petition, appeared before me this day in person and state under oath that therein were true to the best of their belief and knowledge and acknowledged that they signed the Petition as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 2nd day of July ~~June~~ 2007

Lydia D. Johnson
Notary Public

My Commission expires on March 9, 2009

OF PROPERTY DESCRIBED AS:

The North Half of the Southeast Quarter of Section 23, that part of the Northeast Quarter of Section 23 lying South of the Southerly line of Pleasant Street; the Northwest Quarter of the Southwest Quarter of Section 24 (excepting therefrom the East 250.0 feet thereof), lying Southerly of the South line of Pleasant Street; and that part of the Southwest Quarter of the Northwest Quarter of Section 24 lying Southerly of the South line of Pleasant Street (excepting therefrom the East 250.0 feet thereof), all in Township 40 North, Range 5 East of the Third Principal Meridian, and also including all that part of Pleasant Street lying Northerly and contiguous to the above described property between the East and West lines thereof extended Northerly;

Also,

The South Half of the Southwest Quarter of Section 24, Township 40 North, Range 5 East of the Third Principal Meridian, excepting therefrom all that part thereof lying North and East of the centerline of the existing drainage ditch, and excepting therefrom the following: The East 250 feet, as measured perpendicular to the East line thereof, of the Southwest Quarter of the Southwest Quarter of Section 24, Township 40 North, Range 5 East of the Third Principal Meridian;

Also,

The Northwest Quarter and also the Northeast Quarter of Section 25, Township 40 North, Range 5 East of the Third Principal Meridian, excepting therefrom the following: The East 250 feet, as measured perpendicular to the East line thereof, of the West Half of the Northwest Quarter;

Also,

All that part of the West Half of the Southwest Quarter of Section 25, Township 40 North, Range 5 East of the Third Principal Meridian, lying North of the North right of way line of Maple Park Road (excepting therefrom the following: The East 250 feet, as measured perpendicular to the East line thereof, of the West Half of the Southwest Quarter lying North of the Northerly right of way line of Maple Park Road;

Also,

All that part of Pritchard Road, Maple Park Road, and County Line Road lying Westerly, Southerly, and Easterly of, respectively, and contiguous to the above described parcels.

CHICAGO

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1999

FILED FOR RECORD
DEKALB COUNTY, IL.

07 OCT 12 PM 1:58

Sharon L. Holmes
DEKALB COUNTY RECORDER

2007017782

Amended
ANNEXATION Agreement
2006016961

Prepared By + return to

Village of Maple Park
P.O. Box 220
302 Willow Street
Maple Park, Illinois 60151

VILLAGE OF MAPLE PARK

ORDINANCE NO. 2007-02

**AN ORDINANCE APPROVING FIRST AMENDMENT TO GRAND POINTE
ANNEXATION AGREEMENT**

ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF MAPLE PARK

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Maple Park, Kane and DeKalb Counties, Illinois,
this 24th day of April 2007.

AN ORDINANCE APPROVING FIRST AMENDMENT TO GRAND POINTE
ANNEXATION AGREEMENT

WHEREAS, the Village of Maple Park ("Village") is empowered pursuant to 65 ILCS 5/7-1-1 *et seq.* of the Illinois Municipal Code to annex territory into the corporate limits of the Village and to enter into annexation agreements for that purpose pursuant to 65 ILCS 5/11-15.1-1; and

WHEREAS, on July 19, 2006, the President and Board of Trustees of the Village, at a Reconvened Meeting thereof, adopted *An Ordinance Authorizing the Execution of an Annexation Agreement in Regard to the Annexation to the Village of Maple Park, Illinois, of a Tract of Property Comprising Approximately 531.7590 Acres of Land Generally Bounded by Pleasant Street on the North, County Line Road on the East, Pritchard Road on the West, and Maple Park Road on the South (Grand Pointe, Ltd.)* concerning property ("Property") commonly referred to as the McCaleb-MacLands and Lockwood Farms and certain intervening property, which is identified by Permanent Index Numbers 9-23-200-003; 9-24-100-005; 9-24-300-012; 9-23-400-001; 9-24-300-010; 9-25-100-004; 9-25-100-002; 9-25-100-003; and 9-25-200-001, and legally described in the First Amendment to Grand Pointe Annexation Agreement ("First Amendment"), which is attached hereto and incorporated herein by reference as Exhibit "1"; and

WHEREAS, thereafter, on that date, the owners, developers, and the Village, through their duly authorized representatives, executed a certain Annexation Agreement Between the Village of Maple Park, McCaleb-MacLands, Inc., Gaylord Lockwood, Kathleen Lockwood, and Grand Pointe, Ltd. ("Annexation Agreement"), concerning the annexation of the Property, which was duly recorded in the office of DeKalb County Recorder on September 12, 2006, as Document No. 2006-016961; and

WHEREAS, changes in the costs and the financing of the water and wastewater treatment facilities provided for therein since the execution of the Annexation Agreement have made it desirable that certain provisions in the Annexation Agreement be amended; and

WHEREAS, accordingly, the Village and the other parties to the Annexation Agreement have negotiated the First Amendment for this purpose; and

WHEREAS, on April 3, 2007, a public hearing was held on the First Amendment before the President and Board of Trustees of the Village pursuant to due notice, in accordance with Section 11-15.1-3 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-3; and

WHEREAS, the President and the Board of Trustees have determined that it is the interests of the Village and its residents that the First Amendment be approved,

NOW, THEREFORE, BE IT ORDAINED by the President and Village Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois, in regular session assembled, as follows:

Section 1. That the above recitals are hereby incorporated by reference as if fully set forth here.

Section 2. That the First Amendment in substantially the form attached hereto as Exhibit "1" is hereby approved and the Village President and Clerk are hereby authorized, respectively, to execute and attest to the same on behalf of the Village.

Section 3. That the Village Clerk shall and is hereby authorized to file with the Recorder of Deeds of DeKalb County certified copies of this Ordinance and the First Amendment.

Section 4. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

Section 5. That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law.


ADOPTED THE 24TH DAY OF APRIL 2007

AYES: Trustees Pedersen, Curtis, Borg, Moisa, Heyob

NAYS: 0


ABSENT: Trustee Kahl

APPROVED THE 24TH DAY OF APRIL 2007.


Ross Dueringer
President
Village of Maple Park, Kane and DeKalb
Counties, Illinois



ATTEST:


Claudia Tremaine
Village Clerk
Village of Maple Park

FIRST AMENDMENT TO GRAND POINTE HOMES ANNEXATION AGREEMENT

THIS FIRST AMENDMENT TO GRAND POINTE HOMES ANNEXATION AGREEMENT ("First Amendment") is made this 24th day of April, 2007, by and among the VILLAGE OF MAPLE PARK, an Illinois municipal corporation ("Village"); GRAND POINTE HOMES, INC., an Illinois corporation, its successors, designees and assigns, (collectively "Grand Pointe"); and MCCALEB-MACLANDS, INC., GAYLORD LOCKWOOD, and KATHLEEN LOCKWOOD (collectively "Owners").

WITNESSETH:

WHEREAS, on August 12, 2006, Grand Pointe the Village, and Owners entered into an Annexation Agreement pertaining to certain property located south of Pleasant Street, North of Maple Park Road, east and west of Pleasant Road, and west of County Line Road, in DeKalb County, Illinois ("Annexation Agreement"); and

WHEREAS, the real estate parcels which form the subject matter of the Annexation Agreement and this First Amendment, as redefined below, shall hereinafter be referred to collectively as the "Property"; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by the authority of, and in accordance with the controlling Village Ordinances, and the laws and statutes of the State of Illinois, Grand Pointe, Owners and Village agree as follows:

1. RECITALS:

The foregoing Recitals are expressly incorporated into this First Amendment and form a portion of the consideration for same.

2. OPERATION COSTS:

A. Definitions

"Accounting Period" shall refer to the period from May 1 of any year to April 30 of the following year, with the first such period to begin on May 1 of the calendar year in which the Facilities

Commencement Date occurs regardless of whether the Facilities Commencement Date occurs after May 1 of that year.

“Developers” shall include Grand Pointe, its successors and assigns, and shall also refer to the transferees of the current owners of the Property and the heirs, successors, assigns of said transferees, but shall not include Mccaleb-Maclands, Inc., Gaylord Lockwood, and Kathleen Lockwood, as current owners of their respective properties.

“Existing Facilities” shall mean the Village’s waste water treatment facilities (which is a 0.25 MGD Lagoon System as described in NPDES Permit No. 160070131), and potable water facilities located on Charles Street and in existence as of the date of this First Amendment.

“Existing Facilities Costs” shall mean the actual costs incurred by the Village during fiscal year 2008 (May 1, 2007, to April 30, 2008) attributable to the operation of the Existing Facilities based upon audited financial statements.

“Facilities” shall have the meaning ascribed to it in the Annexation Agreement.

The “Facilities Commencement Date” shall mean the date upon which any of the following, i.e., the wastewater treatment plant, well, public works building administrative center, or water treatment plant, begins actual operations.

“Facilities Deficit” shall mean the amount by which the Facilities Operational Costs exceeds Facilities Operational Revenue for any Accounting Period.

“Facilities Deficit End Date” shall mean the earlier to occur of (i) that point in time beginning with the fourth accounting period, when a Facilities Excess has occurred, measured by a full Accounting Period, or (ii) the sixth anniversary of the Facilities Commencement Date.

“Facilities Excess” shall mean the amount by which the Facilities Operational Revenue exceeds the Facilities Operational Costs for any Accounting Period.

“Facilities Operational Costs” shall mean the amount by which the sum of the actual costs attributed to the operation of the Facilities, which costs shall be comprised of the actual amounts, if any,

attributed to the costs categories set forth on Exhibit A attached hereto, exceeds the Existing Facilities Costs.

"Facilities Operational Revenue" shall mean the sum of all gross revenue generated by the Facilities, from any source whatsoever and without offset or reduction for any Facilities Operational Costs.

"Future Developers" shall mean: (a) any other owner of real estate located within the Village boundaries as of the date of this First Amendment, which real estate has not been allocated capacity by the Village in the Existing Facilities; and/or (b) all future developers of real estate within the Village up to the limits of capacity developed and anticipated to be paid for through Special Service Areas Nos. 3 and 4 (hereinafter collectively "SSA's").

"Pre-facility Commencement Operational Costs" shall mean any costs associated with the operation of the Facilities prior to the Facilities Commencement Date.

"Village Engineer" shall be the party appointed on behalf of the Village as its engineer.

B. Facilities Deficits/Facilities Excess (Years 1-3)

The Village Engineer shall, for each Accounting Period, determine in the manner described below, whether the Facilities have been operated at a Facilities Deficit or a Facilities Excess

In order to determine whether operation of the Facilities resulted in a Facilities Deficit or a Facilities Excess for any Accounting Period, the Village Engineer shall deduct the Facilities Operational Costs from the and Facilities Operational Revenue attributable to that Accounting Period.

In the event any of the Developers disagree with any of the determinations of the Village Engineer, such Developer shall notify the Village, Village Engineer, and all other Developers of its disagreement, in writing. Said Developer shall thereafter have forty-five (45) days to perform an audit of all items of revenue and expense attendant to the Facilities for the Accounting Period in question. Should the results of such audit indicate a deviation from any of the Village Engineer's above stated computations in an amount greater than 5% ("Significant Change"), the accountant's results shall be

utilized by the parties hereto. In the event the Significant Change increases the amount of the Facilities Operating Revenue, the Village shall bear fifty percent (50%) of the reasonable costs of said audit.

C. Facilities Deficit/Facilities Excess (Years 4-6)

Utilizing the same procedure as provided for in Section B above, and subject to the same rights in the Developers to audit, the Village Engineer shall compute the Facilities Operational Costs, Facilities Operational Revenues, Facilities Deficit and/or Facilities Excess for the fourth, fifth, and sixth Accounting Period.

D. Deficit Payments

Any and all Facilities Deficits arising during the first, second, or third Accounting Periods shall be reimbursed to the Village from the proceeds of the bonds for the SSA's (hereinafter "SSA Bonds") to the extent permitted by the terms thereof, said SSA Bonds to be issued by the Village pursuant to and in accordance with paragraphs 8-3.1 of the Annexation Agreement. All Facilities Deficits during this period not reimbursable from SSA Bond proceeds shall be reimbursed to the Village by Grand Pointe in the Grand Pointe Share percentage stated below.

Grand Pointe shall be liable to pay to the Village an amount ("Grand Pointe Payment") equal to sixty-seven percent (67%) (hereinafter "Grand Pointe Share") of any Facilities Deficit(s) which arise during the fourth, fifth, or sixth Accounting Periods. Developers shall in no event be liable to make any Grand Pointe Payment, for any period subsequent to the Facility Deficit End Date.

The Grand Pointe Payments shall be referred to in the aggregate as "Payments".

E. Developer Recoupment

Any and all Facilities Excess during the first, second, or third Accounting Periods shall be applied to pay off the bonds of Special Service Areas #4. Any and all payments required to be made by the Developers to the Village for the fourth, fifth, or sixth Accounting Periods shall be reimbursed to the Developers by the Village from all Facilities Excess amounts arising on or after the Facilities Deficit End Date ("Reimbursement Payment") and continuing until such time as the Developers have been

reimbursed in full for all Payments made by the Developers, where upon the Village shall not be required to make any further Reimbursement Payment to the Developers.

3. **CONNECTION FEES:**

Developers and all Future Developers shall be required to pay a connection fee (hereinafter "Connection Fee") at the time of application for a building permit, for the right to tap into the Facilities.

The amount of the Connection Fees to be paid by Developers shall be in the approximate amounts as set forth in Exhibit B hereto. The actual amounts of said Connection Fees to be paid by the Developers shall be as provided in the documents establishing the SSA's (hereinafter collectively "SSA Documents"). Payments shall be made in accordance with provisions of the SSA Documents, Annexation Agreement and relevant Ordinances of the Village. All Future Developers shall be required to pay Connection Fees in such amounts as the Village shall exclusively determine, so long as said Connection Fees for all Future Developers shall, in all instances, be in amounts equal to or greater than those to be paid by Developers pursuant to the SSA Documents.

The Village acknowledges and agrees that all of the Connection Fees to be paid by Developers and all Future Developers, shall be utilized solely and exclusively to pay off SSA Bonds until such time as said SSA Bonds have been paid off in full, and retired. The application of said Connection Fees to pay off SSA Bonds shall apply to those Future Developers who purchase and/or utilize capacity with respect to the Facilities as said Facilities are sized and constituted upon completion of their initial design and construction. After the capacity of the Facilities has been exhausted, a percentage of the Connection Fees paid by all Future Developers who do not purchase and/or utilize capacity with respect to the Facilities may be used to pay off the SSA Bonds at the discretion of the Village. The exact amount of said percentage shall be determined conclusively by the Village Engineer based upon the extent of any benefit received by said Future Developers from the Facilities.

It is further acknowledged and agreed by the parties that should the Village be prohibited by a lawfully entered court order from utilizing and applying the Connection Fees payable by the Developers or Future Developers as provided herein, the Village's inability to do so shall not give rise to a general

obligation of the Village for the payment of such Connections Fees, and the Village shall not be required to satisfy any deficit resulting therefrom any of its other revenues or funds. The Connection Fees shall be assessed against the Future Developers on a usage basis in accordance with anticipated PE usage, as determined by then current IEPA guidelines. The Village shall not issue a building permit to any Future Developer until the Connection Fees owed by such Future Developer have been paid in full.

4. FACILITIES PURCHASE FEES:

The remaining capacity from the Existing Facilities has been allocated by the Village or will be allocated by the Village in a manner to be reasonably determined by the Village Engineer and approved by the Village Board as required by Village ordinances.

All Future Developers who utilize capacity from the Facilities, shall be required to pay a Facilities Purchase Fee ("Facilities Purchase Fee") no later than the time of final plat approval. No Future Developer shall be guaranteed capacity until the payment of the Facilities Purchase Fee. The amount of the Facilities Purchase Fees shall be Twelve Thousand and 00/100 (\$12,000.00) Dollars per single family lot or multi-family unit. Commercial and industrial developments shall pay Three Thousand Five Hundred and 00/100 (\$3,500.00) Dollars per population equivalent (hereinafter "P.E.") with the number of P.E. to be determined by the Village Engineer. All Facilities Purchase Fees paid by Future Developers (less any credits as approved by the Village Engineer, relative to design or construction of additional potable water facilities), shall be utilized solely and exclusively to pay off SSA Bonds until such time as said SSA Bonds have been paid off in full, and retired. The Village will not execute any final plat for any Future Developer unless and until the appropriate Facilities Purchase Fee has been paid in full.

5. OTHER FEES:

Future Developers shall also be required to pay those fees identified in Exhibit C hereto (hereinafter "Additional Fees"). The amount of each fee may be adjusted as the Village shall reasonably determine, provided that the total amount of the Additional Fees to be paid by Future Developers shall be equal to or greater than the total dollar amounts attributed to such fees as set forth on Exhibit C through the issuance of the occupancy permit for the final unit of the Grand Pointe development.

6. **WETLAND MITIGATION BANK:**

In the event that construction by the Developers of wetlands upon real estate within the Village to be owned by Grand Pointe Homes, Inc., whether or not dedicated to the Village, results in the creation of mitigation credits, then after utilization of so many of the credits as the Developers may need, should any excess mitigation credits exist ("Excess Wetland Credits"), the Developers shall undertake all such acts and execute all such documents (at no cost to Developers) as are reasonably necessary to transfer and convey to the Village any and all right, title and interest of the Developers in and to said Excess Wetland Credits. The transfer and conveyance of Excess Wetland Credits as provided for herein shall take place at a reasonable time after the exact amount of said Excess Wetland Credits is determined by the applicable government agency, and shall occur without payment of any additional consideration by or on behalf of the Village to Developers.

7. **AGREEMENT TO CONTROL:**

To the extent of its provisions, this First Amendment supplements and amends the Annexation Agreements. In the event of any conflict or inconsistency between the provisions of this First Amendment and the terms and provisions of the Annexation Agreements, the terms and provisions of this First Amendment shall control. In all other respects, the terms and provisions of the Annexation Agreements remain in full force and effect.

8. **PREVAILING WAGE LAW CLAIMS:**

The Developers shall indemnify and hold harmless the Village against any and all claims (including those for cost and attorneys fees) that may be brought against the Village under the Illinois Prevailing Wage Law in connection with the construction and the operation, and maintenance of the Facilities prior to their acceptance by the Village and the demolition of the old wastewater treatment facility as provide for in the Annexation Agreement.

9. **REVISED LEGAL DESCRIPTION OF THE PROPERTY:**

10. ENTIRE AGREEMENT:

This First Amendment constitutes the entire understanding between the parties with respect to the matters set forth herein, and all prior or contemporaneous oral agreements, understandings, representations or statements are hereby superseded, rendered null and void and merged into this First Amendment. This First Amendment is fully enforceable subject only to any Order of a Court of competent jurisdiction.

WHEREFORE, the parties hereto have hereunto set their hands and seals on the date first set forth above.

[SIGNATURES ON FOLLOWING PAGE]

OF PROPERTY DESCRIBED AS:

The North Half of the Southeast Quarter of Section 23, that part of the Northeast Quarter of Section 23 lying South of the Southerly line of Pleasant Street; the Northwest Quarter of the Southwest Quarter of Section 24 (excepting therefrom the East 250.0 feet thereof), lying Southerly of the South line of Pleasant Street; and that part of the Southwest Quarter of the Northwest Quarter of Section 24 lying Southerly of the South line of Pleasant Street (excepting therefrom the East 250.0 feet thereof), all in Township 40 North, Range 5 East of the Third Principal Meridian, and also including all that part of Pleasant Street lying Northerly and contiguous to the above described property between the East and West lines thereof extended Northerly;

Also,

The South Half of the Southwest Quarter of Section 24, Township 40 North, Range 5 East of the Third Principal Meridian, excepting therefrom all that part thereof lying North and East of the centerline of the existing drainage ditch, and excepting therefrom the following: The East 250 feet, as measured perpendicular to the East line thereof, of the Southwest Quarter of the Southwest Quarter of Section 24, Township 40 North, Range 5 East of the Third Principal Meridian;

Also,

The Northwest Quarter and also the Northeast Quarter of Section 25, Township 40 North, Range 5 East of the Third Principal Meridian, excepting therefrom the following: The East 250 feet, as measured perpendicular to the East line thereof, of the West Half of the Northwest Quarter;

Also,

All that part of the West Half of the Southwest Quarter of Section 25, Township 40 North, Range 5 East of the Third Principal Meridian, lying North of the North right of way line of Maple Park Road (excepting therefrom the following: The East 250 feet, as measured perpendicular to the East line thereof, of the West Half of the Southwest Quarter lying North of the Northerly right of way line of Maple Park Road;

Also,

All that part of Pritchard Road, Maple Park Road, and County Line Road lying Westerly, Southerly, and Easterly of, respectively, and contiguous to the above described parcels.

DEVELOPERS:

GRAND POINTE HOMES, INC.

By: *Jeffrey Pelock*
Its PRESIDENT
Jeffrey Pelock

VILLAGE:

VILLAGE OF MAPLE PARK

By: *Ross Dieringer*
Ross Dieringer, Village President

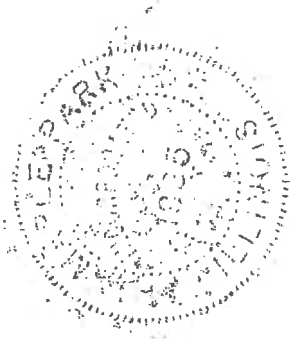
Attest: _____

By: *Claudia Tremaine*
Claudia Tremaine, Village Clerk

OWNERS:

McCaleb-MacLands, Inc.
By: *Philip S. McCaleb*
Malcolm McCaleb, Jr., Its President
Philip S. McCaleb

Attest: _____
_____, Secretary



Gaylord Lockwood

Kathleen Lockwood

DEVELOPERS:

GRAND POINTE HOMES, INC.

By: _____
Its _____

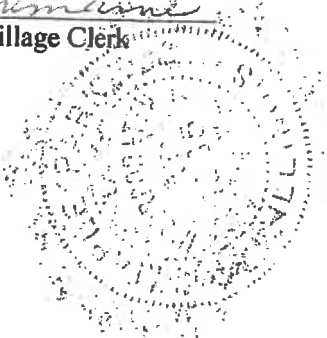
VILLAGE:

VILLAGE OF MAPLE PARK

By: Ross Dueringer
Ross Dueringer, Village President

Attest: _____

By: Claudia Tremaine
Claudia Tremaine, Village Clerk



OWNERS:

McCaleb-MacLands, Inc.

By: _____
Malcolm McCaleb, Jr., Its President

Attest: _____
_____, Secretary

Gaylord Lockwood
Gaylord Lockwood

Kathleen Lockwood
Kathleen Lockwood

EXHIBIT A

OPERATING COST CATEGORIES

1. Direct salaries, taxes, and benefits for operating and administrative staff
2. General operating expenses
3. Maintenance, repairs and replacements
4. Professional and contract expenses
5. Liability
6. Special services
7. Capital outlay
8. Pre-facilities Commencement Operational Costs

EXHIBIT B

MAPLE PARK CONNECTION FEES
AS REQUIRED BY THE SSA

YEAR	FEE
2007	\$ 7,250.00
2008	\$ 7,613.00
2009	\$ 7,993.00
2010	\$ 8,393.00
2011	\$ 8,812.00
2012	\$ 9,253.00
2013	\$ 9,716.00
2014	\$ 10,201.00
2015	\$ 10,712.00
2016	\$ 11,247.00
2017	\$ 11,809.00
2018	\$ 12,400.00
2019	\$ 13,020.00
2020	\$ 13,671.00
2021	\$ 14,355.00
2022	\$ 15,072.00
2023	\$ 15,072.00

EXHIBIT C

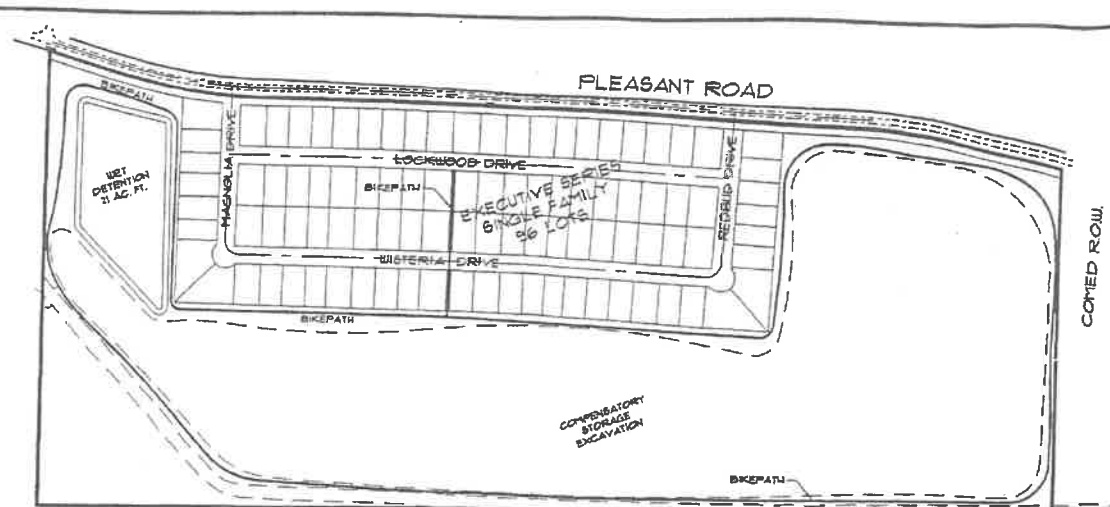
OTHER FEES

School Land Cash (1)	\$ 2,200.00
School Capital Impact (1)	\$ 5,000.00
School Transition (2)	\$ 1,000.00
Park Land Cash (3)	\$ 2,000.00
Fire District (4)	\$ 750.00
Library (4)	\$ 150.00
Roads (5)	\$ 1,000.00
Police (5)	\$ 750.00
Facility (5)	\$ 1,603.00
Community Development (5)	\$ 1,000.00

Total Other Fees

Sub-total **\$ 15,453.00**

- All fees per Village Ordinance, Adopted Resolution, or applicable
- Note (1) intergovernmental agreement
- Note (2) Payable at Occupancy
- Note (3) Paid at time of building permit
- Note(4) These fees shall increase by 2 ½% on May 1st each year, following the date of this Annexation Agreement.
- Note (5) These fees shall increase by 5% on the sixth anniversary of this Agreement, and by an additional 5% on each subsequent anniversary date thereafter.



CONCEPT PLAN FOR **McCALEB FARMS SUBDIVISION** **MAPLE PARK, DEKALB COUNTY, ILLINOIS**

EXISTING ZONING : FARMING

PREPARED FOR:

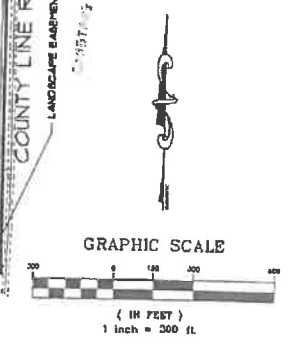
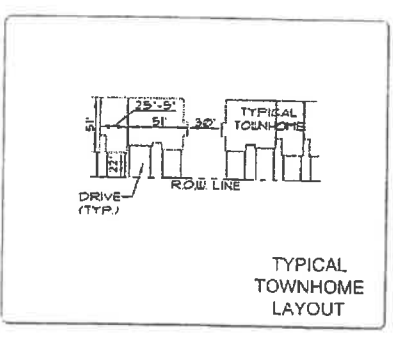
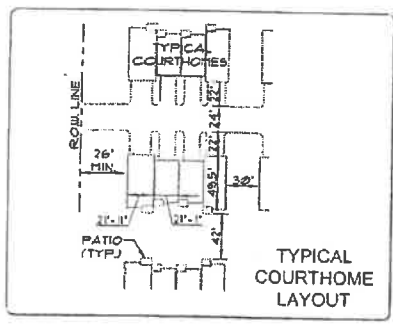
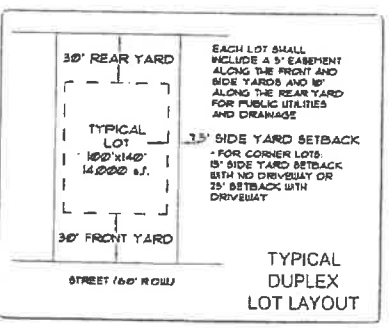
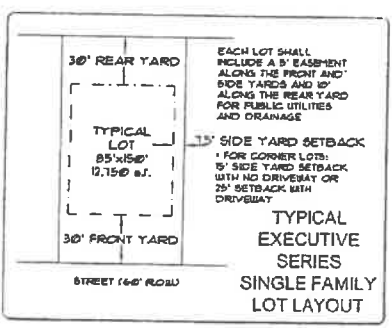
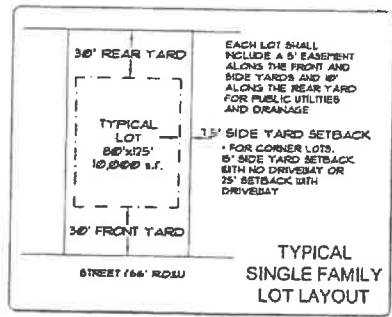
GRAND POINTE
 GRAND POINTE HOMES
 P.O. BOX 379
 WEST DUNDEE, IL 60118
 (847) 930-9100

ENGINEER:
 JAS ASSOCIATES, INC.
 1355 REMINGTON ROAD, STE. U
 SCHAMBERG, IL 60173
 847-310-9400

LAND PLANNER:
 JAS ASSOCIATES, INC.
 1355 REMINGTON ROAD, STE. U
 SCHAMBERG, IL 60173
 847-310-9400

SURVEYOR:
 ALAN J. COULSON, P.C.
 205 WEST MAIN STREET
 WEST DUNDEE, IL 60118
 847-428-2911

NOTE:
 DETENTION AND COMPENSATORY
 STORAGE AREAS WILL BE OWNED
 AND MAINTAINED BY THE HOME
 OWNERS ASSOCIATION.



CONCEPT PLAN

MAPLE PARK, DEKALB COUNTY, ILLINOIS

date: 04/07/2006	revisions: 05/02/2006
scale: 1"=300'	
dwg: 2004-20 CP-1	
drawn: M.D.W.	
checked: J.C.U.	
sheet: 01 of 01	
project number: 2004-20	

JAS Associates, Inc.
 1355 REMINGTON ROAD, STE. U
 SCHAMBERG, IL 60173
 PHONE: (847) 310-9400
 FAX: (847) 310-9400
 INFO@JASASSOCIATES.COM

2006016961

Theodore and Lauryce Weydert, and John Clare, Ltd.
Annexation Agreement

RHSP SURCHARGE \$10.00

FILED FOR RECORD
DEKALB COUNTY, IL

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Sharon L. Holmes
DEKALB COUNTY RECORDER

113-
352

ANNEXATION AGREEMENT BETWEEN
THE VILLAGE OF MAPLE PARK,
THEODORE AND LAURyce WEYDERT,
AND JOHN CLARE, LTD.

LETSCHE

Prepared by: ↑
Keith E. Letsche, Esq.
Bauer, Beckson & Assoc., P.C.
301 So. County Farm Rd., Suite 2E
Wheaton, Illinois 60187
Return to: Same.

2006022454

2006022454

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ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") made this 19th day of July, 2006, by and between the Village of Maple Park ("Village"), Theodore and Lauryce Weydert ("Owners"), and John Clare, Ltd. ("Developer"); (Village, Owners, and Developer are collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the Owners are the owners of a certain parcels of real property ("Property"), situated west of County Line Road, north and south of Illinois Route 38, and east of Pritchard Road, in DeKalb County, Illinois, which consist of approximately 218.7490 acres and are identified by Permanent Identification Numbers (P.I.N.'s) 12-01-200-001-0000 and 09-36-400-012-000, and which are legally described on the attached Exhibit A; and

WHEREAS, the Developer is the contract purchaser of the Property under a certain Contract to Purchase Real Estate dated February 12, 2004 ("Sales Contract"), providing for the sale of the Property by the Owners to Developer and the purchase of the Property by the Developer; and

WHEREAS, the Property is the subject of this Agreement, and Developer proposes to develop the Property as a planned unit development ("PUD") with single-family, duplex and commercial uses; and

WHEREAS, the Property is situated in the unincorporated area of DeKalb County, but is contiguous to the incorporated territory of the Village; and

WHEREAS, it is the desire of Developer to annex to and develop the Property in the Village in accordance with the terms of this Agreement and the ordinances of the Village as modified by this Agreement; and

WHEREAS, the Board of Trustees of the Village ("Corporate Authorities"), after due and careful consideration, have concluded that the annexation of the Property to the Village would further the orderly growth of the Village, enable the Village to control the development of the Property, and serve the best interests of the Village; and

WHEREAS, accordingly, it is the desire of the Village to annex said Property to facilitate its development pursuant to the terms and conditions of this Agreement and the ordinances of the Village as modified by this Agreement; and

WHEREAS the Parties have or will perform and execute all acts required by law to effectuate such annexation; and

WHEREAS, the Parties desire that the Property be developed in accordance with the zoning and planned development provisions of the Village ordinances as set forth below; and

WHEREAS, in reliance upon the development of the Property in the manner proposed, the Parties have executed all petitions and other documents that are necessary to accomplish the annexation of the Property to the Village; and

WHEREAS it is the desire of the Parties that the annexation and development of the Property proceed as soon as possible, subject to the ordinances, codes and regulations as amended by the Village; and

WHEREAS in accordance with the powers granted to the Village by the provisions of the Illinois Compiled Statutes, 65 ILCS 5/11-15.1-1 through 5/15.1-5, inclusive relating to annexation agreements, the parties hereto wish to enter into a binding agreement with respect to the annexation of the Property to the Village and to provide for various other matters related directly or indirectly to the annexation of the Property as authorized by the provisions of said statutes; and

WHEREAS, the Property is located within DeKalb County, Cortland Township, the Maple Park Fire Protection District, the Maple Park Library District, and the Kaneland School District No. 302 and all notices as required by law have been given to said entities and all other governmental entities entitled to notice under Illinois law, and proof of service of such notices has been filed with the County Recorder; and

WHEREAS, pursuant to due notice and publication in the manner provided by law, the appropriate zoning authorities of the Village have held such public hearing and have taken all further action required by the provisions of Illinois Compiled Statutes, 65 ILCS 5/11-15.1-3 and the ordinances of the Village relating to the procedure for the authorization, approval and execution of this Agreement by the Village,

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the Parties hereto agree as follows:

ARTICLE 1 INTRODUCTION

- 1-1 The foregoing recitals are incorporated herein.
- 1-2 The Parties hereto enter into this Agreement pursuant to and in accordance with the provisions of the Illinois Municipal Code.
- 1-3 Definitions. The following terms, wherever used in this Agreement, shall have the meanings stated:

1-3 (a) "Zoning Ordinance" shall mean the "Maple Park Zoning Ordinance," codified at Sections 11-1-1, *et seq.*, of the Maple Park Village Code, including all amendments thereto through the date of approval of this Agreement, but *not* including any amendments thereafter.

1-3 (b) "Subdivision Ordinance" shall mean the "Maple Park Subdivision Control Ordinance," adopted March 1, 2005, as in effect on the date of approval, of this Agreement and as may be thereafter amended, except that any amendments thereto shall not require any alterations to any Final Plat from the Village approved Preliminary Plat, as defined herein, with respect to density, zoning, dedications or set backs authorized or contained in the Preliminary Plat; however, the final engineering plans and specifications accompanying a Final Plat shall be in compliance with the Subdivision Ordinance in effect at the time of the submittal of a Final Plat, subject to the exceptions with respect to density, zoning, dedications or set backs set forth above and any other exceptions noted in this Agreement.

ARTICLE 2 ANNEXATION

- 2-1 Developer has filed with the Village Clerk, or will file with the Village Clerk, a duly executed Petition for Annexation pursuant to and in accordance with the provisions of 65 ILCS 5/7-1-8 to annex the Property to the Village in accordance with this Agreement. The Village agrees to pass an Ordinance to annex the Property within ninety (90) days of this Agreement. Developer will seek to annex the Property to the Village in accordance with 65 ILCS 5/7-1-2 through 5/7-1-7. It is expressly understood that unless the Property is annexed, zoned and approval of the Preliminary Plat and Preliminary Plan, as each is hereinafter defined, is granted as provided in this Agreement by the adoption of ordinances by the Village within ninety (90) days of the date of approval, this Agreement, in its entirety, together with the aforesaid petition for annexation, shall be null, void and of no force and effect, without the requirement of any notice or other action by Developer. If the Developer shall elect to void this Agreement as provided in this Section, the Developer shall nevertheless pay or reimburse the Village within sixty (60) days of written demand by the Village all of its costs, including all attorneys' and outside consultants' fees, incurred in connection with the annexation, zoning and plat approval and other matters relating to this Agreement.
- 2-2 The legal effectiveness of this Agreement is made expressly contingent upon Developer acquiring fee title to the Property. Immediately upon the Developer acquiring title to the Property, this Agreement shall automatically, without further action, become fully effective. In the event Developer does not acquire title to the Property on or before March 1, 2007, or any later date agreed to by the parties hereto, this Agreement shall be of no further force or legal effect and for all purposes shall be null and void. If this Agreement becomes void as provided in this Section, the Developer shall nevertheless pay or reimburse the Village all of its costs, including all attorneys' and outside consultants' fees, incurred in connection with the annexation and other matters relating to this Agreement within sixty (60) days of a written demand by the Village. Developer agrees to provide to the Village copies of any and all records, deeds or other documentation reasonably requested by the Village so as to provide proof to the Village that the Developer has taken title to the Property in fee.
- 2-3 Developer has filed with the Village Clerk a Concept Plan which depicts the proposed development of the Property, a copy of which is attached hereto as Exhibit B (the "Concept Plan"), and a Plat of Annexation, containing an accurate map of the Property

(the "Plat of Annexation"), which is attached hereto as Exhibit C and which has been prepared in substantial compliance with the Concept Plan and any state, county or local laws, ordinances or codes, except as herein provided. The Village shall approve a Preliminary Plat (as hereinafter defined) which allows up to four hundred seventy (470) residential units to be constructed on the Property (not to exceed 2.5 units per acre), of which up to eighty (80) units may be duplexes, and which also allows commercial property up to a maximum aggregate of twenty (20) acres, all consistent with preliminary engineering approval. For purposes of this Agreement, adjustments among residential types shall be deemed a non-substantive modification of this Agreement, so long as the total number of units does not exceed four hundred seventy (470).

ARTICLE 3 ZONING

- 3-1 The Property shall be developed in all respects in conformity with the Zoning Ordinance and in conformity with the Subdivision Ordinance, unless specifically provided otherwise in this Agreement. All variances and deviations, if any, shall be described in the PUD Ordinance.
- 3-2 The Village and the Developer agree that the Property shall be developed in substantial compliance with the Concept Plan and the Plat of Annexation and the sample elevations, which are to be provided to the Village at the time of the approval of the Final Plat.
- 3-3 Subsequent to the adoption of this Agreement by the Village, the Developer shall file with the Village a Preliminary Plat ("Preliminary Plat"), which shall be prepared in substantial compliance with the Concept Plan, and any state, county or local laws, ordinances or codes, except as herein provided. If the Preliminary Plat is in substantial compliance with the Concept Plan, the Preliminary Plat and the Preliminary Plan shall be approved by the Village as the Preliminary Plat of Subdivision for the Property and the Preliminary Plat of the Planned Unit Development Special Use Permit for the Property. Any deviations contained in the Preliminary Plat or Preliminary Plan from the governing zoning ordinance shall be deemed acceptable by virtue of the special use permit for the PUD which shall be issued by the Village, with no need for further independent action by Developer or the Village, so long as the deviations are consistent with Section 3-2.
- 3-4 The Village acknowledges and agrees that the Concept Plan represents the Developer's best efforts to depict the proposed development of the Property based on the information currently available to the Developer. Should additional information become available to the Developer, the Concept Plan may be modified, adjusted or altered accordingly by the Developer. However, any such modification shall not affect the zoning classifications and Subdivision Ordinance standards, density, lot sizes and setbacks, fees and costs approved in this Agreement.
- 3-5 Within ninety (90) days of the date of approval of this Agreement, the Village shall:
 - 3-5(a) Adopt an ordinance rezoning and classifying the Property as necessary in accordance with plans of the Developer under the provisions of the Zoning Code. Prior to the date of this Agreement, such public hearings as are necessary to enable the Village

lawfully to grant said zoning as to the Property have been conducted upon proper notice, and no further action need be taken by the Owner to cause the Property to be rezoned as required by Developer's plans.

3-5(b) Adopt an ordinance pursuant to the provisions of the Zoning Ordinance granting any special use provision as required by Developer's plans.

3-5(c) Adopt an ordinance pursuant to the provisions of the Zoning Ordinance granting any PUD provision required by the Developer's plans.

3-5(d) Notwithstanding the foregoing, the ordinances provided for in 3.5(a) - (c) shall not be effective unless the Developer acquires title to the Property by March 1, 2007, and provides written notice of same to the Village Clerk.

ARTICLE 4 SUBDIVISION & PLATTING

4-1 The Village agrees that if the Developer submits a Preliminary Plat that is prepared in substantial compliance with the Concept Plan, the Village shall approve the Preliminary Plat. The Village will approve final plat(s) when submitted so long as they substantially conform to the Concept Plan, and any state, county or local laws, ordinances or codes, except as herein provided or modified, and the Preliminary Plat to be submitted by the Developer that is in substantial compliance with the Concept Plan.

4-2 The Village agrees to execute applications for Illinois Environmental Protection Agency ("IEPA") permits for the extension of municipal utilities upon submittal by Developer of final engineering plans with the understanding that the execution of said application shall not be considered an approval of final engineering and that no construction shall commence until final engineering and the final plat have been approved by the Village, and IEPA water and sewer permits have been received, save and except as permitted in Section 5-1 hereof.

4-3 Any non-substantive modification to an approved plan which may be hereinafter sought by Developer and which is deemed minor by the Village Planner or Village Engineer may be approved by the Village Planner or Village Engineer administratively without submitting the modification to the Planning Commission, Zoning Board of Appeals or any committee of the Village Board. Any modification deemed to be a substantive modification shall be submitted to the Village for review in accordance with the procedures outlined in applicable sections of the Village's ordinances in effect at the time that the major modification is submitted.

4-4 Notwithstanding any ordinances or regulations of the Village to the contrary, if Developer elects to develop its property in Phases as provided for in Section 7-7(a), Developer may, at Developer's discretion, file its final plat ("Final Plat") in phases. The initial filing shall be made within three (3) years of the date of the approval of the Agreement. There shall be no time limit imposed on the filing of subsequent Final Plat so long as each Final Plat and/or Development Phase meets the Subdivision Ordinance and final engineering requirements.

- 4-5 The Final Plat shall be accompanied by restrictive covenants, and recorded at the same time as the Final Plat recording, which provide for the formation of a homeowners and/or condominium association or associations ("Association(s)") which shall be responsible for architectural control and review and for the maintenance of private common areas and detention areas ("Detention Areas"), as shown on the Concept Plan and which will be shown on the Preliminary Plat of Subdivision and Preliminary Plan to be submitted by the Developer that is in substantial compliance with the Concept Plan.
- 4-6 Should the Association(s) fail to properly maintain the Detention Areas in accordance with the final engineering design and as required by Village ordinances, the Village may perform this work, and costs incurred in connection therewith assessed against the owners of the Property, or portions thereof, through a special service area. The Village will create a Dormant Special Service District at the time of Final Plat approval for this purpose and Developer shall agree to its creation.
- 4-7 Phased Development
- (a) The Developer shall be permitted to develop the Property in up to six (6) separate residential phases, each of which is hereinafter referred to as a "Phase." There shall be no limitation on the phasing of commercial parcels as long as the Phases are developed as an integrated whole taking into account site design, cohesive architecture, unified signage, cross access easements, drainage, lighting, landscaping, buffering and highway access. However, each Phase, whether residential or commercial, must comply with the Subdivision Ordinance in regard to the incorporation and completion of necessary and best practice planning and engineering of on-site and off-site public improvements as determined by Village Engineer.
 - (b) Nothing contained in this Agreement shall affect the Developer's right to mortgage, encumber, or convey the Development Parcel as a whole or each Phase separately to one or several third parties.

ARTICLE 5 INITIAL CONSTRUCTION

- 5-1 Upon posting security in accordance with the Public Construction Bond Act (30 ILCS 550/3) and Section 9-4 of the Subdivision Ordinance, and any required Village Escrow Accounts, mass grading, excavation, storm water retention and detention related to the construction of public improvements and construction of model dwelling units may proceed at Developer's sole risk, provided that (i) the final erosion control plan has been approved by the Village Engineer, (ii) the detailed improvement plans and specifications have been submitted to the Village Engineer, and the portion of the plans relating to grading have been approved, and (iii) all erosion and siltation control measures shown on the plans or required by the Village Engineer are in place. Construction of public improvements shall not commence until final engineering plans have been approved by the Village. Construction of dwelling units for sale may proceed after approval of the

Final Plat for the applicable phase provided such units are accessible during construction to building inspectors and emergency services by an all weather road. Occupancy permits will not be issued until the utilities, including the Facilities as defined in Section 8-3, roadway binder, street lights and street signage are all installed and operational.

- 5-2 Where and to the extent that stream, floodplain or wetlands exist on the site, no grading shall be undertaken until the required state and federal permits, if needed, have been approved by and copies given to the Village Engineer.

ARTICLE 6 FEES

- 6-1 Building Permit and Certificate of Occupancy Fees: Building permit fees, certificate of occupancy fees and other similar fees shall be payable at time of permit and in accordance with the Village ordinances then in effect. The Village shall issue building permits within ten (10) business days of the filing of a completed application and payment of all applicable fees, as shown on Exhibit D. If a building permit application is denied by the Village, within that time frame, must advise Developer in writing of the reason for the rejection. The Village will issue Certificates of Occupancy within three (3) business days after application therefore, or issue a denial within said time frame quoting the section of any applicable code, ordinance or regulation relied upon by the Village in its request for correction.
- 6-2 No annexation, development, impact, transition, building permit, plan review and inspection, license, engineering, occupancy permit, plat, or other similar fees, dedications, land donations or charges of the Village (regardless of how named or described), of any kind, other than those fees, dedications, land donations and charges expressly enumerated in this Agreement and the Subdivision Ordinance, shall be due or payable by Developer to the Village or any other governmental authority or agency on behalf of which the Village collects or enforces such fees, dedications, land donations or charges in respect of the annexation, improvement or development of the Property in substantial compliance with the Concept Plan.
- 6-3 Special Assessments and Taxation: Except as provided in Section 4-6 above and 8-3.1 below, until after the issuance of the occupancy permit for the last residential unit to be constructed on the Property, the Village shall not, without the prior consent of Developer, or its successors or assigns:
- (a) levy against any real or personal property within the Property, any special assessment or special tax for the cost of any improvements in or for the benefit of the Property; or
 - (b) undertake any local improvements in, on or for the benefit of the Property pursuant to the imposition of a special assessment or special tax against the Property, or any portion thereof, or
 - (c) levy or impose additional taxes on the Property, in the manner provided by law for the provision of special services to the Property or to an area in which the

Property is located or for the payment of debt incurred in order to provide such special services.

Nothing in this Section shall prevent the Village from levying or imposing additional taxes upon the Property, in the manner provide by law, which are applicable to and apply equally to all other properties within the Village.

ARTICLE 7
DEDICATIONS, CONTRIBUTIONS, IMPACT,
AND TRANSITION FEES.

- 7-1 Cash Contributions for Park and School Purposes in Lieu of Land: The Parties agree that the Developer shall make a cash contribution in lieu of a dedication of land for park and school sites. Said cash contributions shall be paid pro rata for each lot at the time of issuance of the building permit and shall be in an amount as required by the provisions of the Subdivision Ordinance in effect at the time of the issuance of such permit. All such cash contributions for schools shall be held in trust by the Village or any other public body designated by the Village, for the use in the acquisition of land for a school site, its improvement or other capital expense, to serve the immediate or future needs of children from the school district, or for additions to any existing school site or buildings which already serves such needs.
- 7-2 School Transition and Capital Impact Fees. In addition to school cash-in-lieu-of-land contributions required under Section 7-1 hereof, the Developer shall pay, at the time of issuance of the building permit, a school transition fee in the amount of One Thousand Dollars (\$1,000) per residential unit, which, beginning on the sixth anniversary of the execution of this Agreement and on each anniversary thereafter, shall be increased by an amount equal to five percent (5%) of the preceding amount. Also, in addition to the school cash-in-lieu-of-land contributions required under Section 7-1 hereof, the Developer shall pay, at the time of issuance of the building permit, a school capital impact fee in accordance with the provisions of Village Resolution No. 2005-1 or any amendment thereto or successor resolution or ordinance as shall be in effect at the time of the issuance of the building permit. Except for the school cash-in-lieu-of-land contributions, school transition fee, school capital impact fee as provided for herein, the Developer shall have no other fees payable for school purposes.
- 7-3 Library Fees: Developer shall pay to the Village an impact transition fee for the Maple Park Library District. This fee as of approval of this Agreement is One Hundred Fifty Dollars (\$150.00) per residential unit, which shall be increased by a simple interest rate of two and one-half percent (2.5%) of the base rate of One Hundred Fifty Dollars (\$150.00) on May 1st of each year thereafter. Said fee shall be payable to the Village for each residential unit upon issuance of a building permit for said residential unit.
- 7-4 Fire Protection Fees: Developer shall pay to the Village an impact fee for the Maple Park and Countryside Fire Protection District. This fee as of approval of this Agreement is Seven Hundred Fifty Dollars (\$750.00) per residential unit and per one thousand (1000) square feet of commercial or industrial space, which shall be increased by a simple

interest rate of two and one-half percent (2.5%) of the base rate of Seven Hundred Fifty Dollars (\$750.00) on May 1st of each year thereafter. Said fee shall be payable to the Village for each residential unit upon issuance of a building permit for said residential unit.

7-5 Municipal Fees: Developer shall pay to the Village:

- (a) A combined water-sewer tap fee of Six Thousand Dollars (\$6,000.00) per connection at time of issuance of the building permit, the whole of which shall be applied to the retirement of the Bonds issued for Special Service Area No. 3 and the payment of interest thereon as provided for in Section 8-3.1. The amount of the combined water-sewer tap fee as stated herein may be modified by agreement of the Developer and the Village pursuant to the advice of bond counsel for Special Service Area No. 3.
- (b) A road impact fee of One Thousand Dollars (\$1,000.00) per residential unit and Five Thousand Dollars (\$5,000.00) per commercial acre at time of issuance of the building permit.
- (c) A police impact fee of Seven Hundred Fifty Dollars (\$750.00) per residential unit and of Seven Hundred Fifty Dollars (\$750.00) per commercial acre at time of issuance of the building permits.
- (d) A public facility fee of One Thousand Six Hundred Three Dollars (\$1,603.00) per residential unit and Five Hundred Dollars (\$500.00) per commercial acre to be incorporated into and paid from the proceeds of the funding of Special Service Area No. 3 at the time of the funding thereof..
- (e) A community development impact fee of One Thousand Dollars (\$1,000.00) per residential unit at time of issuance of the building permit.
- (f) A single payment of Twenty-Five Thousand Dollars (\$25,000) as an administrative annexation fee within thirty (30) days of the recording of this Agreement.

Commencing on the sixth (6th) anniversary of this execution of this Agreement, and on each anniversary thereafter, said Municipal Fees shall be increased by an amount equal to five percent (5%) of the amount of the preceding year.

ARTICLE 8 IMPROVEMENTS

- 8-1 Upon submittal of satisfactory documents by Developer, the Village shall timely execute all permit applications submitted by Developer necessary to apply for permits from the Army Corps of Engineers, IEPA, IDOT and any other public or private agencies from whom permits may be required, and shall cooperate with and support Developer in the securing of permits from such agencies. With respect to access points, the Village agrees

to the access points as shown on the Concept Plan, and, if approved by the County, will approve said access points when the Preliminary Plat is submitted. The Developer shall bear all costs associated with obtaining access points to the Property.

- 8-2 Developer shall be responsible for the construction and installation of those on-site and off-site public improvements and utilities consisting of storm sewers, sanitary sewers, water mains, streets and appurtenant structures as are needed to adequately service the Property and to have facilities available for the use of adjacent properties in accordance with applicable Village ordinances and requirements.
- 8-2.1 Roadways, Right-of-Way and Pavement Width: Developer shall construct all streets and other public improvements in accordance with the Preliminary Engineering Plan as may be modified by the Village's review and approval of the final engineering plans. The Preliminary Engineering Plan as approved by the Village shall set forth the required rights-of-way, the required pavement cross sections and the pavement widths.
- 8-2.2 Sanitary Sewers: Developer shall be permitted to construct "overhead" sanitary sewer service lines for the individual residences.
- 8-2.3 Sidewalks: All sidewalks shall be concrete, five (5) feet in width and five (5) inches thick on a lot by lot basis as improvements to such lot are made; however, within twelve (12) months of one side of a residential block being seventy-five (75) percent completed and occupied, the Developer shall complete the remaining sidewalk on that block for pedestrian safety and, furthermore, all remaining sidewalks on such block shall be completed within twenty-four (24) months of the issuance of the first occupancy permit for a unit on that block.
- 8-2.4 Subsurface Utilities: All new utilities to be installed in conjunction with development of the Property, including but not limited to storm sewers, sump pumps, water mains, sanitary sewers, electric, gas, telephone and cable television, shall be installed underground.
- 8-2.5 Easements and Access: The Village shall upon the request of Developer, grant to Developer and utility companies mutually satisfactory to the parties which may provide utilities to any part of the Property, such construction and maintenance utility easements over, under, across or through property owned or controlled by the Village as are necessary or appropriate for the development of the Property in accordance with the provisions of this Agreement, the Concept Plan, the Preliminary Plan or any approved preliminary or Final Plat. Developer agrees to grant to the Village easements on the Property required from time to time for utility purposes, bike paths or sidewalks at locations mutually satisfactory to the Village and Developer.

The Village further agrees that, in the event Developer is unable to obtain utility easements over, under, across or through property not owned by or under the Village's control on conditions acceptable to Developer, the Village will, upon Developer's request, in a timely manner, use its powers of condemnation to acquire such easements, provided that said easements are necessary or required by the Village or a utility company for the provision of utility service to the Property. All reasonable costs and

expenses incurred by the Village in the securing of such easements on behalf of Developer shall be paid for by Developer. In the event said easement benefits owners of other property, then the cost of acquiring said easement shall be subject to recapture from said benefited property owners once the recapture agreement is prepared by Village and is approved by the Village pursuant to Article 10 of this Agreement.

- 8-3 Developer acknowledges that there does not presently exist sufficient capacity in the Village's water supply, distribution and water storage systems nor in the Village's sanitary sewer system and collection system to accommodate the requirements of the Property when developed in accordance with the Concept Plan. Accordingly, Developer and the developer ("Developers") of the property subject to an Annexation Agreement between the Village and McCaleb-MacLands, Inc., Gaylord Lockwood, Kathleen Lockwood, and Grand Point Homes, Inc., dated July 2006 ("Grand Point Homes Property"), shall contract for the design and construction of water plant, wastewater treatment plant, and other related facilities which are suitable and sufficient to provide for development of the Property (the "Facilities"), and subject to the reasonable approval of the Village. The Facilities shall consist of 1.08 million-gallon-per-day wastewater treatment facilities (including associated wetlands and the Administration Building that contains the administrative offices and laboratory for the wastewater treatment facilities); a new well (Well No. 6); water treatment facilities for such well; a 500,000-gallon elevated storage tank; a public works facility (public works garage); water transmission mains and sanitary interceptor sewers mains (sized as needed for future developments) from the water and wastewater treatment facilities to the water distribution system and sanitary collection system of the Property and the Grand Point Homes Property as more specifically set forth in the "Facilities List," attached hereto as Exhibit E. Further, upon the wastewater treatment facilities becoming operational and the decommissioning of the existing wastewater treatment plant, Developers shall demolish the existing wastewater treatment plant and convert it into a materials and sludge storage facility as set forth in the "Facilities List," attached hereto as Exhibit E.

The contract(s) for the design and construction of the Facilities shall be by and between Developer and the contractor(s) and Developer shall have full management control over the activities of the contractor(s) pursuant to the Developers Design Agreement.

- 8-3.1 The Village and Developer have arranged for, and shall continue to cooperate and arrange for, the establishment of a special service area, known as Special Service Area No. 3, for the purposes of reimbursing and/or making direct payments for the designing, engineering, installation, and construction of the Facilities and to pay their ongoing operation costs of these facilities for a period of three years following the date on which they begin to incur such costs. Such reimbursement and direct payments shall be financed by bonds issued by the Village in the maximum amount of Ten Million Dollars (\$10,000,000), being retired over a period ending not later than forty (40) years subject to the opinion of the Village's bond counsel and financial consultant from date of issuance and bearing interest at a rate not exceeding market rates as recommended by the Village's bond counsel and the financial consultant. The bonds shall be secured by the full faith and credit of the area contained in the Special Service Area and shall not constitute a general obligation of the Village. The entire combined water sewer tap fee collected pursuant to this Agreement shall be applied to the retirement of the Bonds and the

payment of the interest thereon. Additionally, a direct tax shall be levied by the Village annually on properties within Special Service Area No. 3 for the entire period that the bonds shall be outstanding, which tax shall be of a sufficient amount and rate, but not to exceed the amount of Two Thousand Two Hundred Fifty Dollars (\$2,250) per lot per annum, for the purpose of making the payments required to retire the Bonds and pay the interest thereon. This tax shall be in addition to all other taxes on the properties within the said special service area and exempt from the provisions of the Property Tax Extension Limitation Law.

- 8-3.2 The terms and conditions of such financing are subject to (a) the reasonable approval of the Village with respect to the form of disclosure required to be made to purchasers of all properties before the contract of sale is entered into which will be subject to the Special Service Area financing; (b) Illinois statutes and Illinois law; (c) the reasonable approval of Developer; (d) the reasonable approval of the Village's counsel that all interest on bonds or other evidence of indebtedness issued by the Village are exempt from federal income taxes and approval of Bond Counsel and the Village Financial Advisor.
- 8-3.3 In the event that such financing or any part thereof is not in place and funded for any reason on or before March 1, 2007, Developer may exercise its rights of termination and disconnection as provided above. The Village reserves the right to issue Bonds in phases and such phased issuance shall not be reason for the Developer to disconnect. The right of termination and disconnection provided to the Developer shall terminate if not exercised by written notice delivered to the Village on or before said date. Developer shall pay or reimburse the Village prior to disconnection all of its costs, including all attorneys' and outside consultants' fees, incurred in connection with any disconnection and simultaneously deed and or assign to the Village at no cost to the Village the Facilities then constructed, material on site and any and all designs in Developer possession.
- 8-3.4 The Village and Developer shall cooperate and use each of its best and most expeditious efforts to arrange financing pursuant to this section.
- 8-3.5 Eligible "Facilities Costs" shall be determined and payments made as provided for in the Special Services Area Agreement entered into by and among the Developer, Grand Pointe Homes, and the Village.
- 8-3.6 Upon completion of the Facilities, Developer shall be allowed to connect the water distribution system and the sanitary sewer system to the existing Village systems to service all units to be developed on the Property. Water and sewer tap fees for said individual connections shall be as are described herein and provided for in the City Code and Ordinances.
- 8-3.7 The Village shall guarantee capacity in the Facilities for the Developer's project for up to four hundred seventy (470) residential units and up to a maximum aggregate of twenty (20) acres of commercial.
- 8-4 The Village agrees not to issue any work-stoppage or similar order to Developer or any of its subcontractors, agents, employees or professionals without first providing

Developer at least ten (10) business days written notice to correct identified deficiencies, unless said deficiency possess an immediate safety hazard.

ARTICLE 9 GUARANTEES AND LETTERS OF CREDIT

- 9-1 Developer shall submit the required plans, Final Plat, specifications and engineer's estimate of probable cost, for approval by the Village Engineer, as provided by the Subdivision Ordinance and, upon providing the required security in accordance with the Public Construction Bond Act, the Subdivision Ordinance, Developer may proceed to construct said improvements. Upon completion of portions of the improvements, the security shall be reduced to an amount which, in the reasonable opinion of the Village Engineer, is sufficient to ensure completion of the work yet to be performed.
- 9-2 Developer shall make all public improvements in accordance with the approved final engineering plans and pursuant to the Village's Subdivision Ordinance which will be constructed in accordance with Developer's phasing plan. In lieu of any bond or escrow required by any ordinance of the Village in conjunction with the improvement or development of the Property, Developer shall guarantee the performance and fulfillment of any such requirements by submitting security in the amount of one hundred twenty percent (120%) of the cost of the improvements as approved by the Village Engineer. The Village shall reduce such security within a reasonable time of Developer's request to the Village Engineer to inspect the completed improvements or issue a denial within said period of time informing Developer specifically as to what corrections are necessary to allow the reductions.
- 9-3 Upon completion of the improvements and acceptance by the Village, the security shall then be released in accordance with the Public Construction Bond Act and a maintenance bond submitted in its place pursuant to the Subdivision Ordinance.

ARTICLE 10 RECAPTURE AGREEMENT

- 10-1 To the extent Developer is required by the Village to construct, oversize and/or install on-site or off-site public improvements or adjacent roadways beyond those needed to adequately service the Property, which may benefit other properties in or to become annexed to the Village, the Village agrees to adopt recapture ordinances requiring benefited properties to pay their pro rata fair share and to enter into a recapture agreement with Developer in the form of Exhibit F. Village further agrees that it will not approve final plats or grant the service approvals to owners and/or developers of the property to be benefited by such improvements until such time as said other owners pay their pro rata costs of recapture as shall be appropriate under such circumstances. All Parties understand, acknowledge and agree that the Facilities designed and constructed with the assistance of the Special Service Area No. 3 are not subject to recapture for the benefit of Developer. It is intended by the Village that any fees collected from third parties shall be used to reduce the Special Service Area No. 3 debt burden. The recapture agreement shall specify all land reasonably expected to benefit from the facilities and may be recorded with the County Recorder(s).

- 10-2 In any such recapture agreement, the Village shall determine the amount subject to recapture for such other off-site properties on a cost benefit basis reasonably acceptable to the Village and Developer. All recapture agreements shall provide for interest at the prime rate published periodically in the Wall Street Journal beginning from the date of Village's acceptance of the public improvements to be added to principal, shall require that the Village collect recapture fees from the owners of the other areas to be benefited prior to approval of such owner's final plat or their connection to such improvements, whichever occurs first, and shall provide that the Village not be responsible in the event there is not development of the property contemplated to be benefited by such improvements. The Village agrees to enact any ordinances legally required to secure Developer's right of recapture hereunder. The Village shall retain one and one-half percent (1.5%) of all collected recapture fees, other than recapture fees generated from the Property, to reimburse it for its administrative expense. Developer agrees to indemnify the Village and hold it harmless from any litigation that may arise from the recapture agreement and its enforcement. In no way shall the Village be considered an agent of Developer in administering the recapture.

ARTICLE 11 CONSTRUCTION FACILITIES AND SIGNS

- 11-1 Prior to commencement of construction and irrespective of whether the Final Plat has been approved, Developer shall submit to the Village a plan showing the location of all proposed temporary construction office, sales trailers, buildings, model homes and offices, including parking area, fencing, banners, flags and other signage and landscape treatment which shall be subject to the approval of the Village Planner, which shall not be unreasonably withheld or delayed. Said plan shall indicate the general location of where all construction trailers, model homes and sales office shall be located. Developer and its subcontractors shall be limited to six (6) storage trailers in total. Developer shall be permitted one (1) temporary office trailer to serve as the construction office and two (2) temporary office trailers to serve as sales offices, in addition to the one (1) construction trailer. Developer shall have the right to use said temporary facilities for the purpose of start-up construction and sales activities and assumes all risks knowing full well that these construction trailers are not connected to water supplies or sewers. Under no circumstance shall any park site be used for the storage of temporary sales or construction trailers. The sales trailer shall be removed no later than sixty (60) days after the sales office moves to the model home. Developer agrees to remove the temporary sales trailer and leave the area in a presentable state.
- 11-2 Developer and Village agree with respect to signage as follows:
- 11-2.1 Developer shall be permitted to construct a monument-type entrance sign at each of the entrance ways to the Property provided such construction is in conformance with the approved landscape plan. The homeowners association shall be vested with the responsibility for maintaining such signs.
- 11-2.2 Developer shall be permitted to install two (2) double-faced unlit temporary billboard signs on the Property. Each such temporary billboard sign shall not exceed two hundred

fifty (250) square feet and shall not exceed an overall height of 20 feet. Such signs shall only be used for messages and advertisements relating to the subject Property and shall comply with all Village ordinances, be well maintained and landscaped at its base in an area no less than one hundred fifty percent (150%) of the sign face. After ten (10) years Developer shall remove each such sign and be permitted one double-faced unlit temporary billboard no larger than 100 square feet in a location similar to the initial signs and landscaped in an area no less than one hundred fifty percent (150%) of the sign face. In the event Developer fails to remove either of the signs, the Village may do so and shall be reimbursed by Developer and the homeowners association, jointly and severally, for the costs incurred in connections with such demolition and removal.

11-2.3 Developer shall be permitted to install two (2) double-faced unlit 10-foot x 10-foot signs on the interior of the Property to advertise each of the product areas contemplated by Developer. Said signs shall be landscaped at their base as 11-2.2 above. Directional signs and 30-inch x 30-inch identification signs are also acceptable.

11-2.4 Developer shall be permitted to install six (6) 3-foot x 5-foot flags on 20-foot poles at each model home area.

11-2.5 The Developer and/or its contractors shall obtain all permits, certificates and inspections required by the Village Code for the installation, construction, use, and occupancy of all temporary construction facilities. Fees for permits and certificates shall be paid for and permits and certificates issued as provided for in Article 6 of this Agreement.

ARTICLE 12 MODEL HOME SITE

12-1 After Final Plat and engineering approval and prior to recording and in advance of completing the installation of sanitary, storm drainage system, water mains and roadway improvements, Developer shall be permitted, at Developer's sole risk, to construct and maintain a model home area and to construct and maintain other appurtenant facilities for said model home areas, including temporary sanitary facilities subject to permit from the DeKalb County Health Department, paved temporary parking areas, temporary trap fencing, sales signage, temporary walkways, lighting, flagpoles and landscaping. A condition of approval shall be that the Village's Engineer or his or her designee is satisfied that access to the model homes is safe and adequate. The Village agrees to issue permits to authorize Developer to construct up to four (4) model single-family units per product-type and two (2) multi-family building per product type (not more than twelve (12) units per product type), within a reasonable time after submission of a building permit request if the Village's Clerk or his designee has approved access to the model units. Developer shall have the right to occupy and use said models, as well as their garages, for sales, sales promotions and offices for sales personnel, all as may be desirable or in any way connected with the sale of dwellings on the Property.

12-2 Construction of models shall be in compliance with the provisions of the Village's Building Code, except that sewer and water need not be connected to the models so long as Developer provides temporary utility facilities in accordance with applicable Village and county regulations; and, provided further, that each model shall not be occupied for

residential dwelling purposes until such time as the public improvements are sufficiently complete for the Village to issue a Certificate of Occupancy.

- 12-3 For as long as the model area is used for selling, Developer shall have the right to erect, on a temporary basis, fencing that entirely enclose the model area and directs model area pedestrian traffic.
- 12-4 As part of final plat of subdivision approval for the first unit of the development, the Village shall review the sales area plan. Developer shall also show the Village its sales exhibits, including its marketing brochures, Special Service Area No. 3 disclosure, and will agree not to make misrepresentations within said exhibits or brochures. Nothing in this section, however, shall be deemed to constitute a guarantee by the Village to any person of the truth, accuracy or completeness of said exhibits or brochures, nor shall there be any claim, cause, or cause of action against the Village on account of any falsity, inaccuracy, or incomplete in said exhibits or brochures. All successors of the Developer and their agents who construct or market residential units of the Property shall indemnify and hold the Village harmless from any action arising from this section.

ARTICLE 13 VILLAGE ORDINANCES

- 13-1 The subdivision and zoning standards for public improvements on the Property shall be contained in the final engineering and Final Plat as approved by the Village Engineer in accordance with the terms of this Agreement to the extent that they are consistent with the codes and regulations of the Village as modified by the PUD Ordinance and this Agreement. In no event shall any amendment to or modification of any ordinances, codes or regulations affect or alter the allowable zoning classifications and standards, density, lot sizes and setbacks, fees and costs approved in this Agreement Village agrees to use its best efforts to give Developer prior written notice of any other amendments, modifications or new ordinances, codes and regulations.
- 13-2 During the term of this Agreement, except as otherwise specifically agreed upon in this Agreement, and also excepting any annexation or development agreement entered into by the Village relating to real estate which is not the subject matter of this Agreement, if any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of improvements, buildings or appurtenances, or any other development of any kind or character upon the Property, including but not limited to those affecting the assessment of fees, costs, charges, dedications or contributions, are amended or modified in a manner to impose less restrictive requirements on development of, or construction upon, properties in similarly zoned and developed parcels within the Village then, unless specifically provided for to the contrary in this Agreement, the benefit of such less restrictive requirements shall inure to the benefit of Developer, and Developer may elect to proceed with respect to the development of, or construction upon, the tract with the less restrictive amendment or modification applicable generally to all properties within the Village.
- 13-3 The Village and Developer, and their successors and assigns may, by mutual consent, change, amplify or otherwise agree to terms and conditions other than those set forth in

this Agreement by the adoption of any ordinance by the Village amending the terms of this Agreement and the acceptance of same by Developer, subject to the provisions of 65 ILCS 5/11-15.1-1.

- 13-4 In the event of any conflict between this Agreement and any codes or ordinances of the Village, the provisions of this Agreement shall prevail to the extent of any such conflict or inconsistency.
- 13-5 Developer shall comply with the Village's construction, building and housing codes in effect at the time of the issuance of individual building permits, except that any amendment thereto made subsequently to the Village's approval of plans that would require substantial alteration to such plans, so as to make construction in accordance therewith infeasible or impractical, shall be effective as to such plan and construction pursuant thereto only five (5) years after the amendment's adoption.
- 13-6 The Village agrees that it shall not require fire suppression or sprinkler systems in any residential structure constructed by Developer on the Property.

ARTICLE 14 MISCELLANEOUS

- 14-1 If any provision of this Agreement (except those provisions relating to the requested rezoning of the tract identified herein and the ordinances adopted in connection therewith), or its application to any person, entity or property is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect the application or validity of any other terms, conditions and provisions of this Agreement and, to that end, any terms, conditions and provisions of this Agreement are declared to be severable.
- 14-2 If, for any reason during the term of this Agreement, any approval or permission is granted hereunder regarding plans or plats of subdivision or zoning are declared invalid, the Village agrees to take whatever action is necessary to reconfirm such plans and zoning ordinances effectuating the zoning, variances and plat approvals proposed herein to the extent it may by law, unless the cause of such invalidity shall be the fault of the Developer.
- 14-3 This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns including, but not limited to, successor owners of record, successor developers, lessees and successor lessees and upon any successor municipal authority of the Village and successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto.
- 14-4 Unless otherwise provided herein, the terms of this Agreement remain subject to all applicable laws, codes, statutes and ordinances of appropriate federal, state and county governments.
- 14-5 This Agreement contains all of the terms and conditions agreed upon by the Parties

hereto and no other prior agreements regarding the matter hereof, except those specifically referenced herein, shall be deemed to exist to bind the Parties. The Parties acknowledge and agree that the terms and conditions of this Agreement, including the payment of any fees, have been reached through the process of good faith negotiations, by both the principals and through their counsel, and represent terms and conditions that are deemed by the Parties to be fair, reasonable, acceptable and contractually binding upon each of them.

- 14-6 The parties hereto acknowledge that the Owner, as contract seller to Developer, joins in this Annexation Agreement to permit annexation of the Subject Property. Notwithstanding anything contained to the contrary in this Agreement, the Parties hereto further acknowledge that upon annexation the Owner shall not have any obligations or liabilities under this Agreement, all undertakings hereunder being undertakings and obligations solely of Developer.
- 14-7 It is understood by the Parties hereto that time is of the essence of this Agreement. It is further understood that upon the occurrence of a default of any of the provisions of this Agreement, which default continues for ten (10) days after a notice specifying such default is given the defaulting party, the injured party hereto may in law or in equity, by suit, action, mandamus, or other proceeding, including specific performance, enforce or compel the performance of this Agreement by such defaulting party.
- 14-8 Nothing herein shall in any way prevent the alienation, encumbrance, or sale of the Subject Property or any portion thereof, and the new owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.
1. Within thirty (30) days after this Agreement becoming effective, the text of this Agreement (or a suitable memorandum hereof) shall be recorded at the sole cost and expense of the Developer in the Office of the Recorder of DeKalb County, Illinois.
 2. It is further agreed that any party to this Agreement, either in law or in equity, by suit, action, mandamus, or other proceeding, may enforce or compel the performance of this Agreement or have other such relief for the breach thereof as may be authorized by law or that by law or in equity is available to them.

ARTICLE 15 NOTICES AND REMEDIES

- 15-1 Upon breach of this Agreement, any of the Parties in any court of competent jurisdiction, by any action or proceeding at law or in equity, may exercise any remedy available at law or equity.
- 15-2 Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform and performance shall be demanded.

- 15-3 In the event the Village chooses to sue in order to enforce the obligations hereunder, Developer shall pay all costs and expenses incurred by the Village including, but not limited to, attorneys' fees and court costs, provided the Village prevails. In the event Developer chooses to sue in order to enforce the obligations hereunder, Village shall pay all costs and expenses incurred by Developer including, but not limited to, attorneys' fees and court costs, provided Developer prevails. In addition, if Developer does not pay any fees provided for herein, the Village may withhold the issuance of building permits until payment is received. Village may use any remedies available to it to collect such fees and charges as are due.

Notice shall be provided at the following addresses:

Village: Claudia Tremaine
Village Clerk
Village of Maple Park
302 Willow Street
Maple Park, IL

Copy to: Patrick Bond
Bond, Dickson & Associates, P.C.
301 S. County Farm Road, Suite E
Wheaton, IL 60187
630-681-1000

Developer: John Clare Ltd.
Attn: David J. Johnson
508 Prairie Knoll
Naperville, IL 60565
630-420-8024

Copy to: Dale Bruckner
Peregine Stime Newman Ritzman & Bruckner Ltd.
221 E. Illinois Street
P.O. Box 564
Wheaton, IL 60189-0564
630-665-1900

Signature Page to Follow

IN WITNESS WHEREOF, the parties set their hands and seals on the day and year first above mentioned.

DEVELOPER:

John Clare, Ltd.

By: [Signature]
[Signature], Its President

Attest: [Signature]
[Signature], Secretary

OWNERS:

[Signature]
Theodore Weydert

[Signature]
Lauryce Weydert

VILLAGE:

VILLAGE OF MAPLE PARK

By: [Signature]
Ross Duerfänger, Village President

Attest: [Signature]
Claudia Tremaine, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THAT PART OF THE NORTH ½ OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 1 ALSO KNOWN AS GOVERNMENT LOT 2, TOWNSHIP 39 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTHEAST AND THE SOUTHEAST QUARTERS OF SECTION 36, LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF F.A. ROUTE 7, TOWNSHIP 40 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE TOWNSHIP CORNER OF THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 1 AND THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 36 FOR A POINT OF BEGINNING; THENCE S.00°30'43"W. ALONG THE EAST LINE OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 1, 1001.36 FEET TO A POINT, 330.00 FEET NORTH OF THE SOUTH LINE OF THE NORTH ½ OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 1; THENCE S.88°23'00"W. PARALLEL WITH THE SOUTH LINE OF THE NORTH ½ OF THE SAID NORTHEAST FRACTIONAL QUARTER, 264.00 FEET; THENCE S.00°30'38"W. PARALLEL WITH THE EAST LINE OF THE NORTHEAST FRACTIONAL QUARTER, 330.00 FEET TO THE SOUTH LINE OF THE NORTH ½ OF THE SAID NORTHEAST FRACTIONAL QUARTER; THENCE S.88°23'00"W. ALONG THE SOUTH LINE OF THE NORTH ½ OF THE SAID NORTHEAST FRACTIONAL QUARTER, 2364.41 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N.00°11'39"E. TO THE NORTHWEST CORNER OF THE NORTH ½ OF THE SAID NORTHEAST FRACTIONAL QUARTER, 1361.35 FEET; THENCE S.89°02'26"W. ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36, (TOWNSHIP LINE), 13.20 FEET TO THE SOUTHWEST CORNER OF THE SAID SOUTHEAST QUARTER OF SECTION 36; THENCE N.00°11'03"E. TO THE NORTHWEST CORNER OF THE SAID SOUTHEAST QUARTER OF SECTION 36, 2649.30 FEET; THENCE N.88°58'30"E. ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36, 156.74 FEET TO A FENCE AND OCCUPATION LINE; THENCE N.01°21'54"W. ALONG SAID FENCE LINE, 242.78 FEET TO THE ORIGINAL CENTER LINE OF S.B.I. ROUTE 6 (NOW ABANDONED); THENCE S.69°07'57"E. ALONG SAID CENTER LINE, 547.92 FEET TO THE EAST LINE OF THE WEST ½ OF THE WEST ½ OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE N.00°11'38"E. ALONG SAID EAST LINE, 49.11 FEET TO THE SOUTH LINE OF F.A. ROUTE 7; THENCE S.64°44'10"E. ALONG THE SOUTH LINE OF SAID F.A. ROUTE 7, 293.94 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG SAID SOUTH LINE OF F.A. ROUTE 7 ON A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 10,683.00 FEET, SUBTENDING A CHORD BEARING S.62°33'40"E. FOR AN ARC DISTANCE OF 811.07 FEET TO A POINT OF TANGENCY; THENCE S.60°23'10"E. ALONG THE SOUTH LINE OF SAID F.A. ROUTE 7, 22.91 FEET; THENCE S.08°43'50"W., 287.72 FEET; THENCE S.75°16'10"E., 380.00 FEET; THENCE N.16°46'18"E., 168.96 FEET TO THE SOUTH LINE OF SAID F.A. ROUTE 7; THENCE S.60°23'00"E. ALONG THE SAID SOUTH LINE 96.17 FEET TO THE WEST MOST POINT OF A CONVEYANCE TO THE STATE OF ILLINOIS IN TRUSTEE; THENCE S.57°13'00"E. ALONG THE SOUTH LINE OF SAID CONVEYANCE, 165.11 FEET; THENCE

S.60°05'39"E. ALONG THE SAID SOUTH LINE, 330.23 FEET; THENCE S.40°08'26"E. ALONG A WESTERLY LINE, 54.66 FEET; THENCE S.02°33'07"W. ALONG SAID WESTERLY LINE, 246.27 FEET; THENCE S.03°15'49"E. ALONG SAID WESTERLY LINE, 328.69 FEET; THENCE S.05°41'30"E. ALONG SAID WESTERLY LINE, 164.92 FEET; THENCE S.89°46'22"E. TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36, 33.00 FEET; THENCE S.00°13'30"W. ALONG THE EAST LINE OF THE SAID SOUTHEAST QUARTER, 899.95 FEET TO THE POINT OF BEGINNING, CONTAINING 218.7490 ACRES ALL IN DEKALB COUNTY, ILLINOIS.

EXHIBIT B
CONCEPT PLAN

EXHIBIT C

PLAT OF ANNEXATION

SITE DATA

LAND USE	ACRES	UNITS
SINGLE FAMILY LOTS (10,000 S.F. MIN.) (75' x 134')	110.6 ACRES	286 UNITS
SINGLE FAMILY LOTS (12,000 S.F. MIN.) (80' x 150')	41.0 ACRES	97 UNITS
DUPLEX (80' x 134') (40 LOTS)	16.6 ACRES	80 UNITS
COMMERCIAL SITE	15.4 ACRES	---
PARK SITE	4.0 ACRES	---
DETENTION	31.0 ACRES	---
TOTAL:	218.6 ACRES	463 UNITS

Exhibit "B"

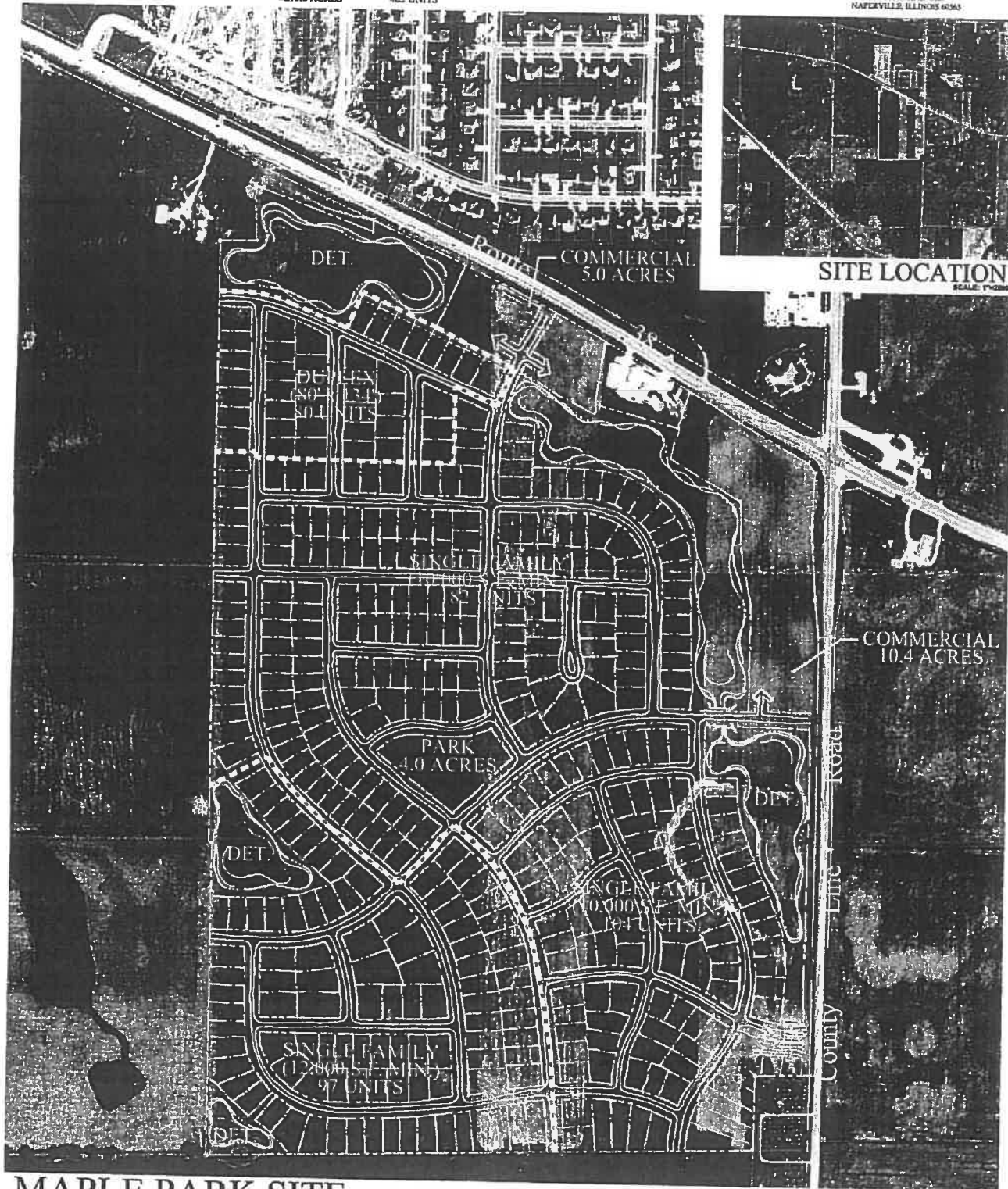


OAK & WEBER
ASSOCIATES, INC.
LAND PLANNING
ARCHITECTURE
INTERIOR DESIGN
SCULPTURE
LANDSCAPE ARCHITECTURE
PARKS & RECREATION
HISTORIC PRESERVATION

JOHN CLARE LTD.
308 FRANKLIN KNOLL
NAPERVILLE, ILLINOIS 60563



SITE LOCATION
SCALE: 1"=100'



MAPLE PARK SITE
MAPLE PARK, ILLINOIS
CONCEPT PLAN

0 75 150 300 450
SCALE: 1"=150'
DATE: 1/22/08
NORTH

2006022454

EXHIBIT D

FEE SCHEDULE

Maple Park Annexation Agreement Fees

7/19/2006

John Clare

	Fees, 7-19 Unit Costs
School Land Cash (1)	\$ 2,200.00
School Capital Impact (1)	\$ 5,000.00
School Transition (2)	\$ 1,000.00
Total School Fees	\$ 8,200.00
Park Land Cash	\$ 2,000.00
Fire District	\$ 750.00
Library	\$ 150.00
Roads	\$ 1,000.00
Police	\$ 750.00
Facility (3)	\$ 1,603.00
Community Development	\$ 1,000.00
Water/Sewer Connections (4)	\$ 6,000.00
Total Other Fees	\$13,253.00
Unit Total	\$21,453.00
Annexation Fee (5)	\$25,000.00
Note (1)	All fees per Village Ordinance or Adopted Resolution
Note (2)	Payable at issuance of building permit
Note (3)	Not payable in cash but included as an expense to SSA
Note (4)	Amount modifiable by Agreement of Village and Developer at time of SSA funding
Note (5)	One-time administrative fee payable at Agreement recording

EXHIBIT E

FACILITIES LIST

The Facilities shall consist of 1.08 million-gallon-per-day wastewater treatment facilities (including the associated created wetlands and the Administration Building that contains the administrative offices and laboratory for the wastewater treatment facilities); a new well (Well No. 6); water treatment facility for such well; a five hundred thousand (500,000) gallon elevated storage tank; a public works facility (public works garage); water transmission mains and sanitary interceptor sewers (sized as needed for future developments) from the water and wastewater treatment facilities to the water distribution system and sanitary collection system of the Property and the Grand Point Homes Property as more specifically set forth in Items 1, 3, 4, and 5. Further, upon the wastewater treatment facilities becoming operational and the decommissioning of the existing wastewater treatment plant, Developers shall demolish the existing wastewater treatment plant and convert it into a materials and sludge storage facility as set forth in Item 2 below.

1. The following facilities are to be located on donated land within the Property:
 - A 1.08 million gallon per day (mgd) wastewater treatment facility ("WWTF") and associated 15-acre created wetlands ("Wetlands") in accordance with following specifications:
 - The WWTF shall be designed in accordance with the Recommended Plan of the August 2005 Facility Plan Amendment, as revised by the November 2005 Anti-Degradation Report, and incorporated revisions, if any, that IEPA recommends and the Village accepts.
 - The WWTF shall comply with all applicable rules, regulations, and ordinances.
 - The WWTF shall be designed to allow future expansions of 1.0 mgd each, up to a total of 4.0 mgd and for the future installation of tertiary filters.
 - Mandatory Wetlands – At a minimum, the Wetlands shall consist of:
 - i. An enhancement wetland specifically intended to accept the WWTF effluent.
 - Optional Wetlands – At the option of Developer and John Clare, the Wetlands may also consist of:
 - i. A created wetland to mitigate the wetlands disturbed by development of the Property.
 - ii. A lineal wetland that essentially parallels Union Ditch No. 2 and conveys effluent to wetlands on the north side of the Property.
 - iii. A created wetland(s) on the north side of the Property, if the Developer requests.
 - iv. Creation of each Optional Wetlands I, ii, and iii above is at the discretion of Developer and Grand Pointe Homes Property. If any or all of them are created, Developer shall determine if there is sufficient hydraulic head to get the WWTF effluent to flow sequentially through all three wetlands. If there is insufficient hydraulic head, Developer is not required to convey WWTF effluent through any of the three Optional Wetlands for which there is insufficient hydraulic head.

- Wetland discharge flow meter and refrigerated composite sampler to measure the flow rate/volume and sample the Wetland effluent. Electric power and fiberglass enclosures for the sampling and flow monitoring equipment shall be provided. The flow monitoring point shall be as far downstream as possible. However, it shall be upstream of the entry point of any significant stormwater runoff that enters the Wetland through a ditch, culvert, or storm sewer.
 - Scum baffles located upstream of the Wetland discharge flow meter. The outfall structure that contains the scum baffles and flow meter shall be a reinforced concrete structure with an aluminum flow measurement weir plate and scum baffles which prevent scum and other floating material from passing over the weir.
 - An administration building ("Administration Building") conforming to the following specifications:
 - i. Approximately 50 feet x 100 feet
 - ii. The Administration Building shall be built to accommodate the Public Works offices in addition to the Water, Sewer, and Wastewater Departments.
 - iii. The Administration Building shall be completed with site work, to include paved parking lot(s), site lighting, landscaping, and fencing.
- Water Treatment Facility for new Well No. 6 conforming to the following specifications:
- The water treatment facility ("WTF") shall be designed in accordance with the September 2005 Water System Master Plan and incorporate revisions, if any, that IEPA recommends and the Village accepts.
 - The WTF shall be designed primarily to remove radium through ion-exchange softening, based on the actual quality of the water produced by new Well No. 6.
 - The radium/barium removal process shall be based on radium/barium removal to meet IEPA Maximum Contaminate Levels (MCL) using sodium cycle ion-exchange, based on the assumption that hydrogen sulfide is not present in well water.
- Well No. 6, a deep water supply well, conforming to the following specifications:
- Approximate depth of 1,350 ft to the base of the Galesville formation
 - Anticipated safe yield of 1,000 gpm.
- Elevated storage tank ("Tank") conforming to the following specifications:
- The Tank shall be designed in accordance with the September 2005 Water System Master Plan and incorporate revisions, if any, that IEPA recommends and the Village accepts.
 - The Tank shall comply with all applicable rules, regulations, and ordinances.
 - The Tank shall be designed as a steel, single pedestal, dual-riser, water-spheroid with a nominal capacity of 0.5 million gallons (500,000 gallons) with prefabricated valve vault.
 - A prefabricated altitude valve vault shall be designed and installed at the existing elevated storage tank.
- Public works facility ("PWF"), conforming to the following specifications:

- The PWF shall be a separate structure from the Administration Building.
- The PWF shall be designed to accommodate:

- A workshop with a foot print of 25 feet x 30 feet.
- A garage, 90 feet x 120 feet, which shall include vehicle storage space sufficient for up to 5 dump trucks and 4 pickup trucks and other storage space

- The PWF shall be fitted with two overhead doors, minimum 20' wide, sized for the largest Public Works vehicles.
- The PWF shall have a minimum clear span of 90 feet.
- The PWF shall be completed with site work, to include paved parking lot(s), site lighting, landscaping, and fencing..

2. Upon the WWTF's becoming operational and the decommissioning of the present wastewater lagoon plant ("Old Waste Water Plant"), Developers shall demolish the Old Waste Water Plant and convert it into a materials storage yard for the Village's Public Works Department and the future sludge storage facility in conformance with the following specifications:

- The lagoons shall be demolished as follows:
 - a. Remove the aeration system and piping from the lagoon.
 - b. Plug and abandon the air supply piping between the blower room and the lagoon.
 - c. Remove the sludge that has accumulated in the lagoons and dispose of it in accordance with the IEPA sludge disposal permits.
 - d. Remove the plastic lagoon liner. Remove berms and fill the lagoons with berm material.
 - e. After pushing the berms into the lagoons, grade the surface, add topsoil, fertilize, and seed all of the disturbed areas on the existing Old Wastewater Plant site.
- The aeration blowers shall be demolished as follows:
 - a. Remove blowers, piping, valves, conduit, wire, motor control center, control panels, and any other equipment associated with the blowers.
 - b. Remove the concrete pads that support the blowers flush with the top of the floor.
- The raw sewage pump station shall be demolished as follows:
 - a. Remove pumps, discharge piping, valves, conduit, wire, motor control center, control panels, and any other equipment associated with the pumps.
 - b. Remove structures to a depth of not less than 3 feet below finished grade.
 - c. Break out the bottom slab of the portions of structures which may remain and fill the voids with granular materials.
 - d. Plug and abandon the gravity sewer piping that will no longer be used.

All debris and demolition materials from the foregoing demolitions shall be removed and disposed of in accordance with applicable regulations. All of the Village's title and interest in the demolition materials and equipment which are required to be removed as described above, shall, upon their dismantling and removal, vest in Developers, which shall have complete

responsibility for the removal of said materials and equipment from the Old Wastewater Plant site and disposition. Developers shall retain any income from the salvage and sale of said materials and equipment. .

3. Trunk sanitary sewer and water lines between the WWTF and the WTF and the collection and distribution systems of the Property and the Grand Point Homes Property shall be designed, constructed, and installed as follows:
 - Sanitary trunk sewer and regional pumping station (sized as needed for future developments) from the collection system of the Property and the Grand Point Homes Property to new wastewater treatment plant.
 - Trunk water main (sized as needed for future developments) from the John Clare Property west then north to connect into the Grand Pointe Homes trunk water main loop and north along County Line Road to connect to the existing main on County Line Road in accordance with November 2005 Water Master Plan prepared by Baxter & Woodman, Inc.
4. All previous studies, such as the Facility Plan August 2005 "Wastewater Treatment Facilities Planning" report, December 2005 "Anti-Degradation Report", and May 2006 "LOMR Application – East Branch South Branch Kishwaukee River, Union Ditch No. 2 and Union Ditch No. 3" (all prepared by Baxter & Woodman, Inc.) including additional work; NIPC fees for Facility Planning Area (FPA) Amendment Request; and the engineering, design, construction, administration, all other requirements specified in Developers' Agreement dated February 8, 2005, and Developers' Design Agreement dated March 7, 2006, shall apply to the foregoing items.
5. Unless specifically provided for otherwise in this Exhibit, the facilities provided for here shall conform to the detailed design parameters as shown in the following document: **DESIGN PARAMETERS: Wastewater Treatment Facilities, Elevated Water Storage Tank, Well House and Water Treatment Facility, Water Supply Well No. 6 and Pumping Equipment, HYBRID DESIGN-BUILD PROJECT DELIVERY METHOD, May 1, 2006, Village of Maple Park, Illinois**, prepared by Baxter & Woodman, Inc., Consulting Engineers
6. In accordance with the Developer's Design Agreement, Developers shall be responsible for the operational costs for the WWTF for a period of three years from the date the plant becomes operational. Thereafter, Developers will fund the deficiency of the operational expenses until the operating expenses of the WWTF are supported by its revenues. Said deficiency, after the first three years of operation, shall be recoverable from the sewer fund revenues.

EXHIBIT F

SAMPLE RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT made and entered into this ____ day of _____, 20__ by and between the Village of Maple Park, a municipal corporation of the State of Illinois, DeKalb County ("Village") and John Clare Ltd. ("Developer").

WHEREAS, Developer has or will oversized certain municipal infrastructure, including _____ and street improvements, as part of the Village requirements in connection with the phased subdivision known as Maple Ridge ("Subdivision"); and

WHEREAS, the installation of said infrastructure will benefit other properties and property owners and these properties are hereby identified and said benefiting costs ascribed to each parcel on a per acre basis and attached hereto as Exhibit A; and

WHEREAS, it is the desire of Developer and Village that Developer be reimbursed by the owners of the properties benefited directly or indirectly by the installation of the oversizing on an equitable basis for the cost.

NOW, THEREFORE, in consideration of mutual promises and agreements contained herein, the Village and Developer agree as follows:

1. Developer has or will pay all of the costs of construction of that certain oversized infrastructure identified in Exhibit A. "Costs" shall include the construction costs together with all engineering costs, inspection costs, legal costs, review fees, easement costs and such other costs that are directly relatable to the project as mutually agreed by the Parties. Costs do not include those off site water and sewer Facilities referenced in Article 8-3.1 of the Annexation Agreement and funded by the SSA.
2. The Parties agree that Developer shall be entitled to receive interest on the amount due from each benefited property at the interest rate of prime as published periodically in the Wall Street Journal. In the event that any state statute shall determine the rate other than set forth here, the state requirement shall prevail. Interest shall commence from the date that the oversized infrastructure is/are accepted by the Village.
3. The parties agree that the Village will collect the portion of the costs of the facilities to the subdivision including interest payments from the owners of benefited properties within the meaning of 65 ILCS 5/9-5-1 prior to the time that said benefited property connects to said facilities and receive one and a half (1.5) percent of the collected funds to reimburse the Village for its administration of the Recapture Agreement.
4. Properties which may be reasonably expected to benefit directly or indirectly from the facilities constructed under this Agreement are described as follows and are depicted on Exhibit A attached hereto and made a part hereof.

WHEREFORE, the parties hereto have set their hands this _____ day of _____, 200_.

DEVELOPER:

John Clare Ltd.

By: _____
David J. Johnson, Its President

VILLAGE:

VILLAGE OF MAPLE PARK

By: _____
Ross Dueringer, Village President

Attest:

By: _____
Claudia Tremaine, Village Clerk

EXHIBIT D

FEE SCHEDULE

Maple Park Annexation Agreement Fees

7/19/2006

John Clare

	Fees, 7-19 Unit Costs
School Land Cash (1)	\$ 2,200.00
School Capital Impact (1)	\$ 5,000.00
School Transition (2)	\$ 1,000.00
Total School Fees	\$ 8,200.00
Park Land Cash	\$ 2,000.00
Fire District	\$ 750.00
Library	\$ 150.00
Roads	\$ 1,000.00
Police	\$ 750.00
Facility (3)	\$ 1,603.00
Community Development	\$ 1,000.00
Water/Sewer Connections (4)	\$ 6,000.00
Total Other Fees	\$13,253.00
Unit Total	\$21,453.00
Annexation Fee (5)	\$25,000.00
Note (1)	All fees per Village Ordinance or Adopted Resolution
Note (2)	Payable at issuance of building permit
Note (3)	Not payable in cash but included as an expense to SSA
Note (4)	Amount modifiable by Agreement of Village and Developer at time of SSA funding
Note (5)	One-time administrative fee payable at Agreement recording

EXHIBIT E

FACILITIES LIST

The Facilities shall consist of 1.08 million-gallon-per-day wastewater treatment facilities (including the associated created wetlands and the Administration Building that contains the administrative offices and laboratory for the wastewater treatment facilities); a new well (Well No. 6); water treatment facility for such well; a five hundred thousand (500,000) gallon elevated storage tank; a public works facility (public works garage); water transmission mains and sanitary interceptor sewers (sized as needed for future developments) from the water and wastewater treatment facilities to the water distribution system and sanitary collection system of the Property and the Grand Point Homes Property as more specifically set forth in Items 1, 3, 4, and 5. Further, upon the wastewater treatment facilities becoming operational and the decommissioning of the existing wastewater treatment plant, Developers shall demolish the existing wastewater treatment plant and convert it into a materials and sludge storage facility as set forth in Item 2 below.

1. The following facilities are to be located on donated land within the Property:

- A 1.08 million gallon per day (mgd) wastewater treatment facility ("WWTF") and associated 15-acre created wetlands ("Wetlands") in accordance with following specifications:
 - The WWTF shall be designed in accordance with the Recommended Plan of the August 2005 Facility Plan Amendment, as revised by the November 2005 Anti-Degradation Report, and incorporated revisions, if any, that IEPA recommends and the Village accepts.
 - The WWTF shall comply with all applicable rules, regulations, and ordinances.
 - The WWTF shall be designed to allow future expansions of 1.0 mgd each, up to a total of 4.0 mgd and for the future installation of tertiary filters.
 - Mandatory Wetlands – At a minimum, the Wetlands shall consist of:
 - i. An enhancement wetland specifically intended to accept the WWTF effluent.
 - Optional Wetlands – At the option of Developer and John Clare, the Wetlands may also consist of:
 - i. A created wetland to mitigate the wetlands disturbed by development of the Property.
 - ii. A lineal wetland that essentially parallels Union Ditch No. 2 and conveys effluent to wetlands on the north side of the Property.
 - iii. A created wetland(s) on the north side of the Property, if the Developer requests.
 - iv. Creation of each Optional Wetlands I, ii, and iii above is at the discretion of Developer and Grand Pointe Homes Property. If any or all of them are created, Developer shall determine if there is sufficient hydraulic head to get the WWTF effluent to flow sequentially through all three wetlands. If there is insufficient hydraulic head, Developer is not required to convey WWTF effluent through any of the three Optional Wetlands for which there is insufficient hydraulic head.

- Wetland discharge flow meter and refrigerated composite sampler to measure the flow rate/volume and sample the Wetland effluent. Electric power and fiberglass enclosures for the sampling and flow monitoring equipment shall be provided. The flow monitoring point shall be as far downstream as possible. However, it shall be upstream of the entry point of any significant stormwater runoff that enters the Wetland through a ditch, culvert, or storm sewer.
 - Scum baffles located upstream of the Wetland discharge flow meter. The outfall structure that contains the scum baffles and flow meter shall be a reinforced concrete structure with an aluminum flow measurement weir plate and scum baffles which prevent scum and other floating material from passing over the weir.
 - An administration building ("Administration Building") conforming to the following specifications:
 - i. Approximately 50 feet x 100 feet
 - ii. The Administration Building shall be built to accommodate the Public Works offices in addition to the Water, Sewer, and Wastewater Departments.
 - iii. The Administration Building shall be completed with site work, to include paved parking lot(s), site lighting, landscaping, and fencing.
- Water Treatment Facility for new Well No. 6 conforming to the following specifications:
- The water treatment facility ("WTF") shall be designed in accordance with the September 2005 Water System Master Plan and incorporate revisions, if any, that IEPA recommends and the Village accepts.
 - The WTF shall be designed primarily to remove radium through ion-exchange softening, based on the actual quality of the water produced by new Well No. 6.
 - The radium/barium removal process shall be based on radium/barium removal to meet IEPA Maximum Contaminate Levels (MCL) using sodium cycle ion-exchange, based on the assumption that hydrogen sulfide is not present in well water.
- Well No. 6, a deep water supply well, conforming to the following specifications:
- Approximate depth of 1,350 ft to the base of the Galesville formation
 - Anticipated safe yield of 1,000 gpm.
- Elevated storage tank ("Tank") conforming to the following specifications:
- The Tank shall be designed in accordance with the September 2005 Water System Master Plan and incorporate revisions, if any, that IEPA recommends and the Village accepts.
 - The Tank shall comply with all applicable rules, regulations, and ordinances.
 - The Tank shall be designed as a steel, single pedestal, dual-riser, water-spheroid with a nominal capacity of 0.5 million gallons (500,000 gallons) with prefabricated valve vault.
 - A prefabricated altitude valve vault shall be designed and installed at the existing elevated storage tank.
- Public works facility ("PWF"), conforming to the following specifications:

- The PWF shall be a separate structure from the Administration Building.
- The PWF shall be designed to accommodate:

- A workshop with a foot print of 25 feet x 30 feet.
- A garage, 90 feet x 120 feet, which shall include vehicle storage space sufficient for up to 5 dump trucks and 4 pickup trucks and other storage space

- The PWF shall be fitted with two overhead doors, minimum 20' wide, sized for the largest Public Works vehicles.
- The PWF shall have a minimum clear span of 90 feet.
- The PWF shall be completed with site work, to include paved parking lot(s), site lighting, landscaping, and fencing..

2. Upon the WWTF's becoming operational and the decommissioning of the present wastewater lagoon plant ("Old Waste Water Plant"), Developers shall demolish the Old Waste Water Plant and convert it into a materials storage yard for the Village's Public Works Department and the future sludge storage facility in conformance with the following specifications:

- The lagoons shall be demolished as follows:
 - a. Remove the aeration system and piping from the lagoon.
 - b. Plug and abandon the air supply piping between the blower room and the lagoon.
 - c. Remove the sludge that has accumulated in the lagoons and dispose of it in accordance with the IEPA sludge disposal permits.
 - d. Remove the plastic lagoon liner. Remove berms and fill the lagoons with berm material.
 - e. After pushing the berms into the lagoons, grade the surface, add topsoil, fertilize, and seed all of the disturbed areas on the existing Old Wastewater Plant site.
- The aeration blowers shall be demolished as follows:
 - a. Remove blowers, piping, valves, conduit, wire, motor control center, control panels, and any other equipment associated with the blowers.
 - b. Remove the concrete pads that support the blowers flush with the top of the floor.
- The raw sewage pump station shall be demolished as follows:
 - a. Remove pumps, discharge piping, valves, conduit, wire, motor control center, control panels, and any other equipment associated with the pumps.
 - b. Remove structures to a depth of not less than 3 feet below finished grade.
 - c. Break out the bottom slab of the portions of structures which may remain and fill the voids with granular materials.
 - d. Plug and abandon the gravity sewer piping that will no longer be used.

All debris and demolition materials from the foregoing demolitions shall be removed and disposed of in accordance with applicable regulations. All of the Village's title and interest in the demolition materials and equipment which are required to be removed as described above, shall, upon their dismantling and removal, vest in Developers, which shall have complete

responsibility for the removal of said materials and equipment from the Old Wastewater Plant site and disposition. Developers shall retain any income from the salvage and sale of said materials and equipment. :

3. Trunk sanitary sewer and water lines between the WWTF and the WTF and the collection and distribution systems of the Property and the Grand Point Homes Property shall be designed, constructed, and installed as follows:

- Sanitary trunk sewer and regional pumping station (sized as needed for future developments) from the collection system of the Property and the Grand Point Homes Property to new wastewater treatment plant.
- Trunk water main (sized as needed for future developments) from the John Clare Property west then north to connect into the Grand Pointe Homes trunk water main loop and north along County Line Road to connect to the existing main on County Line Road in accordance with November 2005 Water Master Plan prepared by Baxter & Woodman, Inc.

4. All previous studies, such as the Facility Plan August 2005 "Wastewater Treatment Facilities Planning" report, December 2005 "Anti-Degradation Report", and May 2006 "LOMR Application – East Branch South Branch Kishwaukee River, Union Ditch No. 2 and Union Ditch No. 3" (all prepared by Baxter & Woodman, Inc.) including additional work; NIPC fees for Facility Planning Area (FPA) Amendment Request; and the engineering, design, construction, administration, all other requirements specified in Developers' Agreement dated February 8, 2005, and Developers' Design Agreement dated March 7, 2006, shall apply to the foregoing items.

5. Unless specifically provided for otherwise in this Exhibit, the facilities provided for here shall conform to the detailed design parameters as shown in the following document: **DESIGN PARAMETERS: Wastewater Treatment Facilities, Elevated Water Storage Tank, Well House and Water Treatment Facility, Water Supply Well No. 6 and Pumping Equipment, HYBRID DESIGN-BUILD PROJECT DELIVERY METHOD, May 1, 2006, Village of Maple Park, Illinois**, prepared by Baxter & Woodman, Inc., Consulting Engineers

6. In accordance with the Developer's Design Agreement, Developers shall be responsible for the operational costs for the WWTF for a period of three years from the date the plant becomes operational. Thereafter, Developers will fund the deficiency of the operational expenses until the operating expenses of the WWTF are supported by its revenues. Said deficiency, after the first three years of operation, shall be recoverable from the sewer fund revenues.

EXHIBIT F

SAMPLE RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT made and entered into this ____ day of _____, 20__ by and between the Village of Maple Park, a municipal corporation of the State of Illinois, DeKalb County ("Village") and John Clare Ltd. ("Developer").

WHEREAS, Developer has or will oversized certain municipal infrastructure, including _____ and street improvements, as part of the Village requirements in connection with the phased subdivision known as Maple Ridge ("Subdivision"); and

WHEREAS, the installation of said infrastructure will benefit other properties and property owners and these properties are hereby identified and said benefiting costs ascribed to each parcel on a per acre basis and attached hereto as Exhibit A; and

WHEREAS, it is the desire of Developer and Village that Developer be reimbursed by the owners of the properties benefited directly or indirectly by the installation of the oversizing on an equitable basis for the cost.

NOW, THEREFORE, in consideration of mutual promises and agreements contained herein, the Village and Developer agree as follows:

1. Developer has or will pay all of the costs of construction of that certain oversized infrastructure identified in Exhibit A. "Costs" shall include the construction costs together with all engineering costs, inspection costs, legal costs, review fees, easement costs and such other costs that are directly relatable to the project as mutually agreed by the Parties. Costs do not include those off site water and sewer Facilities referenced in Article 8-3.1 of the Annexation Agreement and funded by the SSA.
2. The Parties agree that Developer shall be entitled to receive interest on the amount due from each benefited property at the interest rate of prime as published periodically in the Wall Street Journal. In the event that any state statute shall determine the rate other than set forth here, the state requirement shall prevail. Interest shall commence from the date that the oversized infrastructure is/are accepted by the Village.
3. The parties agree that the Village will collect the portion of the costs of the facilities to the subdivision including interest payments from the owners of benefited properties within the meaning of 65 ILCS 5/9-5-1 prior to the time that said benefited property connects to said facilities and receive one and a half (1.5) percent of the collected funds to reimburse the Village for its administration of the Recapture Agreement.
4. Properties which may be reasonably expected to benefit directly or indirectly from the facilities constructed under this Agreement are described as follows and are depicted on Exhibit A attached hereto and made a part hereof.

WHEREFORE, the parties hereto have set their hands this _____ day of _____, 200_.

DEVELOPER:

John Clare Ltd.

By: _____
David J. Johnson, Its President

VILLAGE:

VILLAGE OF MAPLE PARK

By: _____
Ross Dueringer, Village President

Attest:

By: _____
Claudia Tremaine, Village Clerk

FILED FOR RECORD
DEKALB COUNTY, IL.

07 OCT 12 PM 1:58

Sharon L. Holmer
DEKALB COUNTY RECORDER

44-
1999

2007017782

Amended
ANNEXATION *Agreement*
2006016961

Prepared By *& return to*

Village of Maple Park
P.O. Box 220
302 Willow Street
Maple Park, Illinois 60151

2007017782

VILLAGE OF MAPLE PARK

ORDINANCE NO. 2007-02

**AN ORDINANCE APPROVING FIRST AMENDMENT TO GRAND POINTE
ANNEXATION AGREEMENT**

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF MAPLE PARK**

**Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Maple Park, Kane and DeKalb Counties, Illinois,
this 24th day of April 2007.**

AN ORDINANCE APPROVING FIRST AMENDMENT TO GRAND POINTE
ANNEXATION AGREEMENT

WHEREAS, the Village of Maple Park ("Village") is empowered pursuant to 65 ILCS 5/7-1-1 *et seq.* of the Illinois Municipal Code to annex territory into the corporate limits of the Village and to enter into annexation agreements for that purpose pursuant to 65 ILCS 5/11-15.1-1; and

WHEREAS, on July 19, 2006, the President and Board of Trustees of the Village, at a Reconvened Meeting thereof, adopted *An Ordinance Authorizing the Execution of an Annexation Agreement in Regard to the Annexation to the Village of Maple Park, Illinois, of a Tract of Property Comprising Approximately 531.7590 Acres of Land Generally Bounded by Pleasant Street on the North, County Line Road on the East, Pritchard Road on the West, and Maple Park Road on the South (Grand Pointe, Ltd.)* concerning property ("Property") commonly referred to as the McCaleb-MacLands and Lockwood Farms and certain intervening property, which is identified by Permanent Index Numbers 9-23-200-003; 9-24-100-005; 9-24-300-012; 9-23-400-001; 9-24-300-010; 9-25-100-004; 9-25-100-002; 9-25-100-003; and 9-25-200-001, and legally described in the First Amendment to Grand Pointe Annexation Agreement ("First Amendment"), which is attached hereto and incorporated herein by reference as Exhibit "1"; and

WHEREAS, thereafter, on that date, the owners, developers, and the Village, through their duly authorized representatives, executed a certain Annexation Agreement Between the Village of Maple Park, McCaleb-MacLands, Inc., Gaylord Lockwood, Kathleen Lockwood, and Grand Pointe, Ltd. ("Annexation Agreement"), concerning the annexation of the Property, which was duly recorded in the office of DeKalb County Recorder on September 12, 2006, as Document No. 2006-016961; and

WHEREAS, changes in the costs and the financing of the water and wastewater treatment facilities provided for therein since the execution of the Annexation Agreement have made it desirable that certain provisions in the Annexation Agreement be amended; and

WHEREAS, accordingly, the Village and the other parties to the Annexation Agreement have negotiated the First Amendment for this purpose; and

WHEREAS, on April 3, 2007, a public hearing was held on the First Amendment before the President and Board of Trustees of the Village pursuant to due notice, in accordance with Section 11-15.1-3 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-3; and

WHEREAS, the President and the Board of Trustees have determined that it is the interests of the Village and its residents that the First Amendment be approved,

NOW, THEREFORE, BE IT ORDAINED by the President and Village Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois, in regular session assembled, as follows:

Section 1. That the above recitals are hereby incorporated by reference as if fully set forth here.

Section 2. That the First Amendment in substantially the form attached hereto as Exhibit "1" is hereby approved and the Village President and Clerk are hereby authorized, respectively, to execute and attest to the same on behalf of the Village.

Section 3. That the Village Clerk shall and is hereby authorized to file with the Recorder of Deeds of DeKalb County certified copies of this Ordinance and the First Amendment.

Section 4. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

Section 5. That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED THE 24TH DAY OF APRIL 2007

AYES: Trustees Pedersen, Curtis, Borg, Moisa, Heyob

NAYS: 0

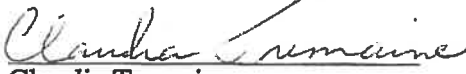
ABSENT: Trustee Kahl

APPROVED THE 24TH DAY OF APRIL 2007.



Ross Dueringer
President
Village of Maple Park, Kane and DeKalb
Counties, Illinois

ATTEST:



Claudia Tremaine
Village Clerk
Village of Maple Park

FIRST AMENDMENT TO GRAND POINTE HOMES ANNEXATION AGREEMENT

THIS FIRST AMENDMENT TO GRAND POINTE HOMES ANNEXATION AGREEMENT ("First Amendment") is made this 24th day of April, 2007, by and among the VILLAGE OF MAPLE PARK, an Illinois municipal corporation ("Village"); GRAND POINTE HOMES, INC., an Illinois corporation, its successors, designees and assigns, (collectively "Grand Pointe"); and MCCAULEB-MACLANDS, INC., GAYLORD LOCKWOOD, and KATHLEEN LOCKWOOD (collectively "Owners").

WITNESSETH:

WHEREAS, on August 12, 2006, Grand Pointe the Village, and Owners entered into an Annexation Agreement pertaining to certain property located south of Pleasant Street, North of Maple Park Road, east and west of Pleasant Road, and west of County Line Road, in DeKalb County, Illinois ("Annexation Agreement"); and

WHEREAS, the real estate parcels which form the subject matter of the Annexation Agreement and this First Amendment, as redefined below, shall hereinafter be referred to collectively as the "Property"; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by the authority of, and in accordance with the controlling Village Ordinances, and the laws and statutes of the State of Illinois, Grand Pointe, Owners and Village agree as follows:

1. RECITALS:

The foregoing Recitals are expressly incorporated into this First Amendment and form a portion of the consideration for same.

2. OPERATION COSTS:

A. Definitions

"Accounting Period" shall refer to the period from May 1 of any year to April 30 of the following year, with the first such period to begin on May 1 of the calendar year in which the Facilities

Commencement Date occurs regardless of whether the Facilities Commencement Date occurs after May 1 of that year.

"Developers" shall include Grand Pointe, its successors and assigns, and shall also refer to the transferees of the current owners of the Property and the heirs, successors, assigns of said transferees, but shall not include Mccaleb-Maclands, Inc., Gaylord Lockwood, and Kathleen Lockwood, as current owners of their respective properties.

"Existing Facilities" shall mean the Village's waste water treatment facilities (which is a 0.25 MGD Lagoon System as described in NPDES Permit No. 160070131), and potable water facilities located on Charles Street and in existence as of the date of this First Amendment.

"Existing Facilities Costs" shall mean the actual costs incurred by the Village during fiscal year 2008 (May 1, 2007, to April 30, 2008) attributable to the operation of the Existing Facilities based upon audited financial statements.

"Facilities" shall have the meaning ascribed to it in the Annexation Agreement.

The "Facilities Commencement Date" shall mean the date upon which any of the following, i.e., the wastewater treatment plant, well, public works building administrative center, or water treatment plant, begins actual operations.

"Facilities Deficit" shall mean the amount by which the Facilities Operational Costs exceeds Facilities Operational Revenue for any Accounting Period.

"Facilities Deficit End Date" shall mean the earlier to occur of (i) that point in time beginning with the fourth accounting period, when a Facilities Excess has occurred, measured by a full Accounting Period, or (ii) the sixth anniversary of the Facilities Commencement Date.

"Facilities Excess" shall mean the amount by which the Facilities Operational Revenue exceeds the Facilities Operational Costs for any Accounting Period.

"Facilities Operational Costs" shall mean the amount by which the sum of the actual costs attributed to the operation of the Facilities, which costs shall be comprised of the actual amounts, if any,

attributed to the costs categories set forth on Exhibit A attached hereto, exceeds the Existing Facilities Costs.

"Facilities Operational Revenue" shall mean the sum of all gross revenue generated by the Facilities, from any source whatsoever and without offset or reduction for any Facilities Operational Costs.

"Future Developers" shall mean: (a) any other owner of real estate located within the Village boundaries as of the date of this First Amendment, which real estate has not been allocated capacity by the Village in the Existing Facilities; and/or (b) all future developers of real estate within the Village up to the limits of capacity developed and anticipated to be paid for through Special Service Areas Nos. 3 and 4 (hereinafter collectively "SSA's").

"Pre-facility Commencement Operational Costs" shall mean any costs associated with the operation of the Facilities prior to the Facilities Commencement Date.

"Village Engineer" shall be the party appointed on behalf of the Village as its engineer.

B. Facilities Deficits/Facilities Excess (Years 1-3)

The Village Engineer shall, for each Accounting Period, determine in the manner described below, whether the Facilities have been operated at a Facilities Deficit or a Facilities Excess

In order to determine whether operation of the Facilities resulted in a Facilities Deficit or a Facilities Excess for any Accounting Period, the Village Engineer shall deduct the Facilities Operational Costs from the and Facilities Operational Revenue attributable to that Accounting Period.

In the event any of the Developers disagree with any of the determinations of the Village Engineer, such Developer shall notify the Village, Village Engineer, and all other Developers of its disagreement, in writing. Said Developer shall thereafter have forty-five (45) days to perform an audit of all items of revenue and expense attendant to the Facilities for the Accounting Period in question. Should the results of such audit indicate a deviation from any of the Village Engineer's above stated computations in an amount greater than 5% ("Significant Change"), the accountant's results shall be

utilized by the parties hereto. In the event the Significant Change increases the amount of the Facilities Operating Revenue, the Village shall bear fifty percent (50%) of the reasonable costs of said audit.

C. Facilities Deficit/Facilities Excess (Years 4-6)

Utilizing the same procedure as provided for in Section B above, and subject to the same rights in the Developers to audit, the Village Engineer shall compute the Facilities Operational Costs, Facilities Operational Revenues, Facilities Deficit and/or Facilities Excess for the fourth, fifth, and sixth Accounting Period.

D. Deficit Payments

Any and all Facilities Deficits arising during the first, second, or third Accounting Periods shall be reimbursed to the Village from the proceeds of the bonds for the SSA's (hereinafter "SSA Bonds") to the extent permitted by the terms thereof, said SSA Bonds to be issued by the Village pursuant to and in accordance with paragraphs 8-3.1 of the Annexation Agreement. All Facilities Deficits during this period not reimbursable from SSA Bond proceeds shall be reimbursed to the Village by Grand Pointe in the Grand Pointe Share percentage stated below.

Grand Pointe shall be liable to pay to the Village an amount ("Grand Pointe Payment") equal to sixty-seven percent (67%) (hereinafter "Grand Pointe Share") of any Facilities Deficit(s) which arise during the fourth, fifth, or sixth Accounting Periods. Developers shall in no event be liable to make any Grand Pointe Payment, for any period subsequent to the Facility Deficit End Date.

The Grand Pointe Payments shall be referred to in the aggregate as "Payments".

E. Developer Recoupment

Any and all Facilities Excess during the first, second, or third Accounting Periods shall be applied to pay off the bonds of Special Service Areas #4. Any and all payments required to be made by the Developers to the Village for the fourth, fifth, or sixth Accounting Periods shall be reimbursed to the Developers by the Village from all Facilities Excess amounts arising on or after the Facilities Deficit End Date ("Reimbursement Payment") and continuing until such time as the Developers have been

reimbursed in full for all Payments made by the Developers, where upon the Village shall not be required to make any further Reimbursement Payment to the Developers.

3. CONNECTION FEES:

Developers and all Future Developers shall be required to pay a connection fee (hereinafter "Connection Fee") at the time of application for a building permit, for the right to tap into the Facilities.

The amount of the Connection Fees to be paid by Developers shall be in the approximate amounts as set forth in Exhibit B hereto. The actual amounts of said Connection Fees to be paid by the Developers shall be as provided in the documents establishing the SSA's (hereinafter collectively "SSA Documents"). Payments shall be made in accordance with provisions of the SSA Documents, Annexation Agreement and relevant Ordinances of the Village. All Future Developers shall be required to pay Connection Fees in such amounts as the Village shall exclusively determine, so long as said Connection Fees for all Future Developers shall, in all instances, be in amounts equal to or greater than those to be paid by Developers pursuant to the SSA Documents.

The Village acknowledges and agrees that all of the Connection Fees to be paid by Developers and all Future Developers, shall be utilized solely and exclusively to pay off SSA Bonds until such time as said SSA Bonds have been paid off in full, and retired. The application of said Connection Fees to pay off SSA Bonds shall apply to those Future Developers who purchase and/or utilize capacity with respect to the Facilities as said Facilities are sized and constituted upon completion of their initial design and construction. After the capacity of the Facilities has been exhausted, a percentage of the Connection Fees paid by all Future Developers who do not purchase and/or utilize capacity with respect to the Facilities may be used to pay off the SSA Bonds at the discretion of the Village. The exact amount of said percentage shall be determined conclusively by the Village Engineer based upon the extent of any benefit received by said Future Developers from the Facilities.

It is further acknowledged and agreed by the parties that should the Village be prohibited by a lawfully entered court order from utilizing and applying the Connection Fees payable by the Developers or Future Developers as provided herein, the Village's inability to do so shall not give rise to a general

obligation of the Village for the payment of such Connections Fees, and the Village shall not be required to satisfy any deficit resulting therefrom any of its other revenues or funds. The Connection Fees shall be assessed against the Future Developers on a usage basis in accordance with anticipated PE usage, as determined by then current IEPA guidelines. The Village shall not issue a building permit to any Future Developer until the Connection Fees owed by such Future Developer have been paid in full.

4. FACILITIES PURCHASE FEES:

The remaining capacity from the Existing Facilities has been allocated by the Village or will be allocated by the Village in a manner to be reasonably determined by the Village Engineer and approved by the Village Board as required by Village ordinances.

All Future Developers who utilize capacity from the Facilities, shall be required to pay a Facilities Purchase Fee ("Facilities Purchase Fee") no later than the time of final plat approval. No Future Developer shall be guaranteed capacity until the payment of the Facilities Purchase Fee. The amount of the Facilities Purchase Fees shall be Twelve Thousand and 00/100 (\$12,000.00) Dollars per single family lot or multi-family unit. Commercial and industrial developments shall pay Three Thousand Five Hundred and 00/100 (\$3,500.00) Dollars per population equivalent (hereinafter "P.E.") with the number of P.E. to be determined by the Village Engineer. All Facilities Purchase Fees paid by Future Developers (less any credits as approved by the Village Engineer, relative to design or construction of additional potable water facilities), shall be utilized solely and exclusively to pay off SSA Bonds until such time as said SSA Bonds have been paid off in full, and retired. The Village will not execute any final plat for any Future Developer unless and until the appropriate Facilities Purchase Fee has been paid in full.

5. OTHER FEES:

Future Developers shall also be required to pay those fees identified in Exhibit C hereto (hereinafter "Additional Fees"). The amount of each fee may be adjusted as the Village shall reasonably determine, provided that the total amount of the Additional Fees to be paid by Future Developers shall be equal to or greater than the total dollar amounts attributed to such fees as set forth on Exhibit C through the issuance of the occupancy permit for the final unit of the Grand Pointe development.

6. WETLAND MITIGATION BANK:

In the event that construction by the Developers of wetlands upon real estate within the Village to be owned by Grand Pointe Homes, Inc., whether or not dedicated to the Village, results in the creation of mitigation credits, then after utilization of so many of the credits as the Developers may need, should any excess mitigation credits exist ("Excess Wetland Credits"), the Developers shall undertake all such acts and execute all such documents (at no cost to Developers) as are reasonably necessary to transfer and convey to the Village any and all right, title and interest of the Developers in and to said Excess Wetland Credits. The transfer and conveyance of Excess Wetland Credits as provided for herein shall take place at a reasonable time after the exact amount of said Excess Wetland Credits is determined by the applicable government agency, and shall occur without payment of any additional consideration by or on behalf of the Village to Developers.

7. AGREEMENT TO CONTROL:

To the extent of its provisions, this First Amendment supplements and amends the Annexation Agreements. In the event of any conflict or inconsistency between the provisions of this First Amendment and the terms and provisions of the Annexation Agreements, the terms and provisions of this First Amendment shall control. In all other respects, the terms and provisions of the Annexation Agreements remain in full force and effect.

8. PREVAILING WAGE LAW CLAIMS:

The Developers shall indemnify and hold harmless the Village against any and all claims (including those for cost and attorneys fees) that may be brought against the Village under the Illinois Prevailing Wage Law in connection with the construction and the operation, and maintenance of the Facilities prior to their acceptance by the Village and the demolition of the old wastewater treatment facility as provide for in the Annexation Agreement.

9. REVISED LEGAL DESCRIPTION OF THE PROPERTY:

10. ENTIRE AGREEMENT:

This First Amendment constitutes the entire understanding between the parties with respect to the matters set forth herein, and all prior or contemporaneous oral agreements, understandings, representations or statements are hereby superseded, rendered null and void and merged into this First Amendment. This First Amendment is fully enforceable subject only to any Order of a Court of competent jurisdiction.

WHEREFORE, the parties hereto have hereunto set their hands and seals on the date first set forth above.

[SIGNATURES ON FOLLOWING PAGE]

OF PROPERTY DESCRIBED AS:

The North Half of the Southeast Quarter of Section 23, that part of the Northeast Quarter of Section 23 lying South of the Southerly line of Pleasant Street; the Northwest Quarter of the Southwest Quarter of Section 24 (excepting therefrom the East 250.0 feet thereof), lying Southerly of the South line of Pleasant Street; and that part of the Southwest Quarter of the Northwest Quarter of Section 24 lying Southerly of the South line of Pleasant Street (excepting therefrom the East 250.0 feet thereof), all in Township 40 North, Range 5 East of the Third Principal Meridian, and also including all that part of Pleasant Street lying Northerly and contiguous to the above described property between the East and West lines thereof extended Northerly;

Also,

The South Half of the Southwest Quarter of Section 24, Township 40 North, Range 5 East of the Third Principal Meridian, excepting therefrom all that part thereof lying North and East of the centerline of the existing drainage ditch, and excepting therefrom the following: The East 250 feet, as measured perpendicular to the East line thereof, of the Southwest Quarter of the Southwest Quarter of Section 24, Township 40 North, Range 5 East of the Third Principal Meridian;

Also,

The Northwest Quarter and also the Northeast Quarter of Section 25, Township 40 North, Range 5 East of the Third Principal Meridian, excepting therefrom the following: The East 250 feet, as measured perpendicular to the East line thereof, of the West Half of the Northwest Quarter;

Also,

All that part of the West Half of the Southwest Quarter of Section 25, Township 40 North, Range 5 East of the Third Principal Meridian, lying North of the North right of way line of Maple Park Road (excepting therefrom the following: The East 250 feet, as measured perpendicular to the East line thereof, of the West Half of the Southwest Quarter lying North of the Northerly right of way line of Maple Park Road;

Also,

All that part of Pritchard Road, Maple Park Road, and County Line Road lying Westerly, Southerly, and Easterly of, respectively, and contiguous to the above described parcels.

CHICAGO

DEVELOPERS:

VILLAGE:

GRAND POINTE HOMES, INC.

VILLAGE OF MAPLE PARK

By: *Jeffrey Pelock*
Its PRESIDENT
Jeffrey Pelock

By: *Ross Dueringer*
Ross Dueringer, Village President

Attest: _____

By: *Claudia Tremain*
Claudia Tremain, Village Clerk

OWNERS:

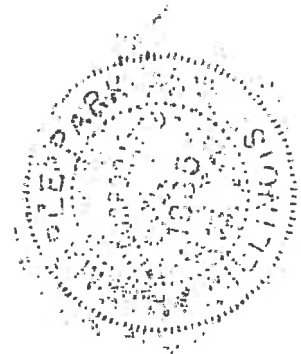
McCaleb-MacLands, Inc.

By: *Philip S. McCaleb*
Malcolm McCaleb, Jr., Its President
Philip S. McCaleb

Attest: _____
_____, Secretary

Gaylord Lockwood

Kathleen Lockwood



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DEVELOPERS:

GRAND POINTE HOMES, INC.

By: _____
Its _____

VILLAGE:

VILLAGE OF MAPLE PARK

By: Ross Dueringer
Ross Dueringer, Village President

Attest: _____

By: Claudia Tremaine
Claudia Tremaine, Village Clerk



OWNERS:

McCaleb-MacLands, Inc.

By: _____
Malcolm McCaleb, Jr., Its President

Attest: _____
_____, Secretary

Gaylord Lockwood
Gaylord Lockwood

Kathleen Lockwood
Kathleen Lockwood

EXHIBIT A
OPERATING COST CATEGORIES

1. Direct salaries, taxes, and benefits for operating and administrative staff
2. General operating expenses
3. Maintenance, repairs and replacements
4. Professional and contract expenses
5. Liability
6. Special services
7. Capital outlay
8. Pre-facilities Commencement Operational Costs

EXHIBIT B

MAPLE PARK CONNECTION FEES
AS REQUIRED BY THE SSA

YEAR	FEE
2007	\$ 7,250.00
2008	\$ 7,613.00
2009	\$ 7,993.00
2010	\$ 8,393.00
2011	\$ 8,812.00
2012	\$ 9,253.00
2013	\$ 9,716.00
2014	\$ 10,201.00
2015	\$ 10,712.00
2016	\$ 11,247.00
2017	\$ 11,809.00
2018	\$ 12,400.00
2019	\$ 13,020.00
2020	\$ 13,671.00
2021	\$ 14,355.00
2022	\$ 15,072.00
2023	\$ 15,072.00

EXHIBIT C

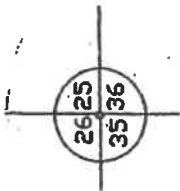
OTHER FEES

School Land Cash (1)	\$ 2,200.00
School Capital Impact (1)	\$ 5,000.00
School Transition (2)	\$ 1,000.00
Park Land Cash (3)	\$ 2,000.00
Fire District (4)	\$ 750.00
Library (4)	\$ 150.00
Roads (5)	\$ 1,000.00
Police (5)	\$ 750.00
Facility (5)	\$ 1,603.00
Community Development (5)	\$ 1,000.00

Total Other Fees

<u>Sub-total</u>	\$ 15,453.00
-------------------------	---------------------

- All fees per Village Ordinance, Adopted Resolution, or applicable
- Note (1) intergovernmental agreement
- Note (2) Payable at Occupancy
- Note (3) Paid at time of building permit
- Note (4) These fees shall increase by 2 ½% on May 1st each year, following the date of this Annexation Agreement.
- Note (5) These fees shall increase by 5% on the sixth anniversary of this Agreement, and by an additional 5% on each subsequent anniversary date thereafter.



STATE OF ILLINOIS)
COUNTY OF KANE)ss

I, Charles J. Hill, an Illinois Land Surveyor, do hereby certify that the above is an accurate map of Territory annexed to the Village of Maple Park No. _____ entitled "An Ordinance Annexing Certain Territory in Courtland Township, DeKalb County, Illinois, to the Village passed by the Village Board of Maple Park, _____, A.D., 2006.



Charles J. Hill - I.P.L.S. #2700
(My License expires 11/30/08)

STATE OF ILLINOIS)
COUNTY OF KANE)ss

This is to certify that this accurate map of Territory Annexed is identified as that incorporated into and made a part of the Village of Maple Park No. _____ adopted by the Village Board of Maple Park on the _____ Day of _____, 2006.

By: _____ Village President Attest: _____ Village Clerk

B NO. C55900ANN



Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309

Fax: 815-827-4040

Website: <http://www.villageofmaplepark.com>

FINANCE REPORT THURSDAY, AUGUST 20, 2020

- To better review the Village's revenues, I have included in your packet a detail on several of our revenues:
 - State Income Tax Revenue – With the plan that we would lose a potential of 3 full months of Income Tax Revenue, our total budget was at \$97,729. In 4 months of the fiscal year, we have already collected \$52,140. We are still anticipating a sharp decline, but have yet to see the impact of COVID on the Income Tax line item. As the additional \$600 unemployment amount declines and as unemployment runs out, I do believe this will take a toll on this account.
 - Sales Tax – This is the area that I believe will be hardest hit over the longest time period. The state has been sending information about the tax that has been reported but not received. That portion of tax that has not been received is under \$3,000 for 3 months. The tax is to be paid to the state over a 4 month period from May to August. The amounts shown on my detail include the funds that have been received from the state. The payback period should be done in another 2 months of reported amounts. This past month was about 55% of the prior year. Within our budget, we had anticipated a full loss of May and approximately ½ of month for June.
 - Personal Property Replacement Tax – This line has fairly small dollar figures to begin with, no huge swings at this time.
 - State Use Tax – There is currently no decline in this line item.
 - Illinois Gaming Revenue – March was approximately half of a normal month and there was no revenue until July. Gaming just began on July 1; We will receive \$1,895.79 for July. We had budgeted \$2,300 per month, with a loss of May and ½ of June. We will be low to budget here, but I am relieved that this much of the revenue came back. We will watch this line item to see if the gambling will be sustained over the year.
 - Utility Tax Revenue – Nothing unusual in these accounts at this time.
 - Motor Fuel Tax – There is a definite decline in our fuel tax being received, but this account also include the \$14,389.03 from Rebuild Illinois funds that was received in May and July.
- Please let me know if you have any questions or concerns.

**VILLAGE OF MAPLE PARK
STATE INCOME TAX REVENUE
01-00-4220
FY2011/2012 - FY 2020/2021**

-----Month----- Distributed (By State)	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	% Change
May	-9,037.07 *	11,113.25	11,630.24	12,205.67	13,759.30	12,189.61	12,012.22	11,222.33	.00	13,207.49	#DIV/0!
June	10,130.31	6,973.68	7,225.87	7,120.26	7,984.77	7,098.46	5,740.62	8,237.92	8,215.46	8,180.86	-0.42%
July	6,969.33	6,917.32	7,049.39	6,962.86	7,605.04	7,753.62	6,771.19	8,039.88	12,286.01	12,990.86	5.74%
August	6,708.27	10,891.86	12,298.82	12,423.80	13,366.18	11,457.76	10,309.54	12,495.46	8,806.99	17,761.30	101.67%
September	6,388.88	8,229.96	8,142.89	8,376.05	8,813.10	7,690.18	7,758.81	8,999.60	7,794.62		-100.00%
October	10,654.70	6,791.87	6,499.54	6,298.26	6,892.43	6,967.11	6,830.76	7,459.43	13,907.03		-100.00%
November	6,785.55	10,528.14	12,036.08	10,671.35	12,932.21	11,264.41	9,954.87	10,868.91	9,076.48		-100.00%
December	9,492.18	12,427.98	12,773.36	15,921.67	14,151.87	13,027.83	14,409.68	13,076.17	8,576.89		-100.00%
January	10,943.97	6,968.80	7,295.60	6,945.79	8,192.96	6,818.87	7,244.06	7,873.53	11,988.30		-100.00%
February	7,301.36	12,100.84	12,757.92	14,193.83	12,677.22	13,150.01	11,123.49	12,646.54	12,351.24		-100.00%
March	11,336.68	22,351.53	19,799.98	23,482.40	17,868.35	17,557.85	17,966.61	26,306.62	9,184.36		-100.00%
April	16,460.55	7,593.74	7,374.89	9,751.86	8,541.12	9,080.30	8,299.95	.00	13,489.54		-100.00%
	8,654.22										
	102,788.95	122,888.97	124,884.58	134,353.80	132,784.55	124,056.01	118,421.80	127,226.39	115,676.92	52,140.51	
	4.71%	19.55%	1.62%	9.33%	-1.17%	-6.57%	-4.54%	7.43%	-9.08%	-54.93%	

*November 2010 included twice in FY 2010/2011

VILLAGE OF MAPLE PARK, ILLINOIS
SALES TAX REVENUE
01-00-4240
FY2011/2012 - FY2020/2021

Month Of Sale (Merchant)	Month Collected (B, State)	Disbursed To (Maple Park)	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	NHMR New Tax 2018/2019	MT 2018/2019	NHMR 2019/2020	MT 2019/2020	NHMR 2020/2021	MT 2020/2021	% Change
May	June	Prior Year Adjustment	2,704.18	7,348.47	8,530.24	333.08	(41.65)	5,888.07	6,570.70	-	6,710.37	2,155.44	10,955.87	1,426.16	1,909.70	-47.79%
June	July	August	7,760.92	8,398.82	9,678.74	10,508.80	6,101.97	6,747.49	7,556.89	-	8,187.28	7,548.60	9,965.48	4,433.68	5,202.82	-100.00%
July	August	September	7,016.24	7,429.07	9,423.06	17,654.25	6,161.01	6,350.92	7,626.89	-	7,559.35	7,489.21	7,945.94	-	-	-100.00%
August	September	October	7,287.93	7,429.07	9,423.06	15,967.42	6,430.25	6,350.92	7,626.89	6,800.89	7,628.05	6,727.71	9,889.66	-	-	-100.00%
September	October	November	9,345.01	12,512.47	8,809.25	12,683.33	5,686.82	5,364.37	6,151.58	11,795.80	13,038.98	6,517.76	7,688.51	-	-	-100.00%
October	November	December	7,057.40	9,324.50	7,834.73	10,459.85	7,633.27	4,860.98	6,062.54	7,085.00	8,179.04	6,336.32	7,391.60	-	-	-100.00%
November	December	January	6,381.40	9,931.44	6,754.70	6,763.13	7,128.05	5,312.35	7,349.78	6,807.45	7,149.08	6,219.92	7,865.90	-	-	-100.00%
December	January	February	7,040.60	7,631.09	6,223.98	5,530.27	5,319.01	5,189.95	7,224.72	5,329.25	5,637.48	5,300.60	5,774.23	-	-	-100.00%
January	February	March	7,360.91	6,034.93	7,073.39	4,750.75	3,776.85	4,053.27	7,456.93	5,418.31	6,088.22	5,484.68	5,927.96	-	-	-100.00%
February	March	April	5,773.01	4,826.31	4,775.03	7,241.75	4,082.11	5,236.82	7,125.27	4,728.75	5,053.33	4,819.78	5,101.42	-	-	-100.00%
March	April	May	5,217.53	5,478.30	5,163.88	4,100.73	5,010.37	4,356.23	5,922.28	4,481.65	4,610.44	4,079.66	4,615.43	-	-	-100.00%
April	May	June	6,393.58	7,995.97	7,944.50	4,740.13	3,937.20	5,175.37	5,830.30	6,096.60	6,751.43	3,361.35	3,662.34	-	-	-100.00%
May	June	July	7,271.53	6,711.58	6,500.00 e	5,000.00 e	5,205.49	5,259.28	7,320.93	5,000.00 e	5,000.00 e	2,000.00 e	2,000.00 e	-	-	-100.00%
Totals			86,610.24	93,622.95	88,711.50	105,733.49	86,410.75	63,797.10	82,258.71	83,343.90	91,593.05	68,044.03	88,787.34	5,859.84	7,112.52	-91.99%
Annual % Increase			41.86%	8.10%	-5.25%	19.19%	-37.19%	-3.94%	28.94%		11.35%	7.42%	-3.06%	-91.39%	-91.99%	

VILLAGE OF MAPLE PARK
PERSONAL PROPERTY REPLACEMENT TAX
01-00-4250 (District #0452400048)
FY2011/2012 - FY 2020/2021

Month Disbursed (By State)	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	% Change
May	\$ 390.12	\$ 531.81	\$ 574.89	\$ 511.58	\$ 532.05	\$ 534.25	\$ 517.83	\$ 459.66	\$ 813.17	\$ 445.68	-45.19%
June											#DIV/0!
July	97.65	64.26	60.30	55.03	71.71	62.19	23.88	46.45	480.51	463.05	-3.63%
August	-	-	-	-	-	-	-	-	57.64	342.17	493.63%
September	651.53	404.71	420.13	507.08	534.85	485.94	353.50	415.98	-	-	#DIV/0!
October	-	-	-	-	-	-	-	-	836.29	-	-100.00%
November	94.12	154.84	153.25	134.98	130.63	129.27	93.21	101.72	-	-	#DIV/0!
December	401.07	411.27	518.73	449.90	425.28	480.54	317.35	341.04	138.88	-	-100.00%
January	-	-	-	-	-	-	-	-	507.83	-	-100.00%
February	112.11	128.71	153.94	128.44	170.81	308.68	281.53	134.53	-	-	#DIV/0!
March	615.92	652.10	688.00	786.05	608.27	786.33	578.71	668.85	100.95	-	-100.00%
April	411.52	588.36	507.77	647.64	491.45	506.40	589.91	-	697.11	-	-100.00%
Totals	2,774.04	2,936.06	3,077.01	3,220.70	2,965.05	3,293.60	2,755.92	2,168.23	3,632.38	1,250.90	
Annual % Increase	-11.80%	5.84%	4.80%	4.67%	-7.94%	11.08%	-16.32%	-21.32%	67.53%	-65.56%	

VILLAGE OF MAPLE PARK
STATE USE TAX
01-00-4270
FY2011/2012 - FY2020/2021

Month----- Collected (By State)	Disbursed To (Maple Park)	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	% Change
May	July	1,579.97	1,572.17	1,824.81	1,869.28	2,420.47	2,576.95	2,519.73	2,704.74	3,404.28	4,385.25	28.82%
June	August	1,539.36	1,643.89	1,611.43	1,986.06	2,305.54	2,507.56	2,538.72	2,949.32	3,418.99	4,876.95	42.64%
July	September	1,700.89	1,838.00	2,140.18	2,216.84	2,600.55	2,828.16	2,685.20	3,158.59	3,475.75		-100.00%
August	October	1,361.34	1,518.88	1,841.16	1,890.33	2,411.08	2,250.82	2,570.73	3,064.09	3,573.24		-100.00%
September	November	1,621.34	1,695.84	1,720.32	2,047.15	2,203.16	2,453.75	2,733.92	2,914.06	3,423.37		-100.00%
October	December	1,229.66	1,737.45	1,856.00	2,484.01	2,533.13	2,522.36	2,881.17	3,342.86	3,834.13		-100.00%
November	January	1,546.32	1,688.56	1,991.80	2,350.25	2,551.10	2,750.97	2,861.16	3,538.33	4,209.69		-100.00%
December	February	1,557.01	1,778.82	1,875.14	2,234.39	2,514.05	2,670.84	3,314.33	3,915.05	3,943.85		-100.00%
January	March	2,379.50	2,540.68	2,950.32	3,386.79	3,595.09	4,150.36	4,192.03	4,734.26	5,411.52		-100.00%
February	April	1,520.57	1,768.58	1,564.39	1,198.26	2,208.81	2,397.58	2,495.33	2,746.30	3,747.22		-100.00%
March	May	1,378.89	1,324.70	1,535.77	2,338.78	2,251.52	2,256.36	2,566.17	3,163.77	3,256.39		-100.00%
April	June	1,704.73	1,662.72	2,027.67	2,465.88	2,645.71	2,934.20	3,099.04	3,596.65	4,142.33		-100.00%
Totals		19,119.58	20,770.29	22,938.99	26,468.02	30,240.21	32,299.91	34,457.53	39,828.02	45,840.76	9,262.20	
Annual % Increase		1.51%	8.63%	10.44%	15.38%	14.25%	6.81%	6.68%	15.59%	15.10%	-79.79%	

VILLAGE OF MAPLE PARK, ILLINOIS
ILLINOIS GAMING REVENUE
01-00-4280

FY2013/2014 - FY2020/2021

Month		2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	% Change
Earned	Collected (By State)	Disbursed To (Maple Park)								
May	June	July	1,008.90	1,018.34	1,183.50	1,767.29	1,850.03	2,378.26	-	-100.00%
June	July	August	592.23	759.67	1,144.52	1,802.05	1,715.11	2,393.33	-	-100.00%
July	August	September	639.24	761.10	1,155.77	1,628.28	1,744.16	1,979.33	1,895.79	-4.22%
August	September	October	601.23	1,220.08	1,440.20	1,490.15	2,058.93	2,323.97		-100.00%
September	October	November	724.83	1,166.61	1,376.04	2,197.33	1,861.23	1,854.17		-100.00%
October	November	December	772.06	1,316.74	1,754.03	1,631.62	2,026.87	2,532.39		-100.00%
November	December	January	811.58	1,154.18	1,322.08	1,642.12	2,146.00	2,563.06		-100.00%
December	January	February	1,329.84	1,150.87	1,379.72	1,923.67	2,245.55	2,393.22		-100.00%
January	February	March	1,093.18	1,117.46	1,483.25	1,572.34	2,331.36	2,074.75		-100.00%
February	March	April	1,133.40	1,049.37	1,296.81	1,463.89	2,273.26	2,482.06		-100.00%
March	April	May	1,157.49	1,291.10	1,897.68	2,151.55	2,777.34	1,371.30		-100.00%
April	May	June	546.72	1,370.91	1,613.78	2,033.26	2,907.26	-		#DIV/0!
Totals		3,559.38	10,410.70	13,376.43	17,047.38	21,303.55	25,937.10	24,345.84	1,895.79	
Annual % Increase			192.49%	28.49%	27.44%	24.97%	21.75%	-6.14%	-92.21%	

*Video Gaming was shut down on 03/16/20

VILLAGE OF MAPLE PARK													
UTILITY TAX REVENUE, May 1 - April 30													
Utility	May	June	July	August	September	October	November	December	January	February	March	April	Totals
Telecom - 12-00-4140.10													
2010/2011	5,862.99	4,414.60	5,008.94	4,779.21	4,321.95	2,839.82	3,510.09	1,670.80	4,129.52	3,430.87	2,858.70	4,500.00	47,927.24
	Adjustment for April 2010												
2011/2012	2,993.39	2,990.93	3,073.69	3,149.54	3,061.41	3,291.37	2,996.67	2,725.24	2,866.50	2,452.23	4,755.79	2,917.96	36,412.43
	Adjustment for April 2011												
2012/2013	2,928.88	3,189.48	2,459.03	3,042.37	2,946.11	2,896.36	2,925.14	2,749.51	2,792.01	2,775.98	2,958.02	2,351.07	34,013.96
2013/2014	2,668.70	2,637.21	2,514.40	2,566.51	2,611.50	2,543.48	3,243.03	2,732.13	2,635.22	2,462.70	2,518.13	2,500.00	31,633.01
2014/2015	2,187.32	2,177.06	2,807.02	2,513.46	2,452.31	2,072.08	2,096.58	2,765.90	2,434.67	2,520.32	2,474.88	2,500.00	28,944.56
	Adjustment for April 2014												
2015/2016	2,363.39	2,291.94	2,138.16	2,232.64	3,837.54	2,290.60	2,265.10	3,742.77	2,245.11	2,146.70	2,283.20	2,000.00	29,656.04
	Adjustment for April 2015												
2016/2017	2,299.34	2,239.34	2,260.59	2,274.25	2,256.48	2,236.88	2,260.94	2,261.53	2,203.93	2,137.02	2,263.28	2,100.00	27,055.61
	Adjustment for April 2016												
2017/2018	1,989.16	1,822.07	1,747.93	1,799.97	1,695.44	1,709.07	1,733.20	1,667.84	1,458.01	1,631.22	1,770.26	1,500.00	20,254.97
	Adjustment for April 2017												
2018/2019	1,678.04	1,676.90	1,698.75	1,511.39	1,467.20	1,406.46	1,302.75	1,404.70	1,295.87	4,799.46	1,345.76	1,500.00	21,215.99
	Adjustment for April 2018												
2019/2020	1,298.48	1,183.94	1,322.40	1,224.49	1,234.76	1,253.53	3,294.71	1,221.59	1,124.55	1,044.85	1,194.21	1,100.00	16,232.24
	Adjustment for April 2019												
2020/2021	1,211.83											(265.27)	1,403.08
	Adjustment for April 2020												
Utility Tax Totals													
2010/2011	8,406.77	8,307.67	9,768.55	7,902.75	6,832.48	5,527.49	6,394.29	6,193.28	9,763.73	8,534.31	7,614.04	8,651.33	94,496.44
2011/2012	6,638.36	6,589.38	7,638.68	6,964.70	5,597.70	5,987.44	6,050.74	6,634.66	7,506.78	7,208.61	8,873.70	5,837.39	80,665.85
2012/2013	5,541.81	6,910.49	6,975.50	6,605.44	4,601.07	5,711.79	6,271.76	6,244.72	7,862.87	7,842.38	7,654.25	8,222.30	80,444.38
2013/2014	6,754.24	6,148.18	4,107.20	6,438.01	6,242.26	5,725.27	6,286.15	7,463.54	8,474.84	8,402.39	9,332.53	7,723.91	83,098.52
2014/2015	6,287.84	5,752.90	8,003.65	6,493.23	5,793.76	4,681.21	5,882.44	8,158.60	8,416.31	7,340.29	7,966.64	5,905.70	80,625.53
2015/2016	5,108.08	5,646.04	5,695.11	5,802.50	7,333.60	5,118.17	5,529.87	7,915.84	6,900.37	6,532.02	5,650.14	6,169.04	73,219.67
2016/2017	5,369.74	4,632.32	7,885.72	6,442.79	6,227.31	5,097.95	5,641.09	6,703.28	7,751.72	6,492.04	7,370.43	5,732.17	75,608.59
2017/2018	5,121.60	4,990.47	5,377.99	5,024.53	5,976.82	3,945.70	4,868.63	5,988.84	7,170.48	7,925.33	6,140.04	5,252.68	67,513.91
2018/2019	5,354.20	5,721.83	5,680.98	4,536.67	7,468.93	4,393.18	4,947.17	6,826.91	6,519.78	10,454.03	6,861.37	5,242.80	74,136.56

UTILITY TAX REVENUE, May 1 - April 30													
Utility	May	June	July	August	September	October	November	December	January	February	March	April	Totals
Telecom - 12-00-4140.10													
2010/2011	5,862.99	4,414.60	5,008.94	4,779.21	4,321.95	2,839.82	3,510.09	1,670.80	4,129.52	3,430.87	2,858.70	4,500.00	47,927.24
Adjustment for April 2010													
2011/2012	2,993.39	2,990.93	3,073.69	3,149.54	3,061.41	3,291.37	2,996.67	2,725.24	2,866.50	2,452.23	4,755.79	2,917.96	36,412.43
Adjustment for April 2011													
2012/2013	2,928.88	3,189.48	2,459.03	3,042.37	2,946.11	2,896.36	2,925.14	2,749.51	2,792.01	2,775.98	2,958.02	2,351.07	34,013.96
2013/2014	2,668.70	2,637.21	2,514.40	2,566.51	2,611.50	2,543.48	3,243.03	2,732.13	2,635.22	2,462.70	2,518.13	2,500.00	31,633.01
2014/2015	2,187.32	2,177.06	2,807.02	2,513.46	2,452.31	2,072.08	2,096.58	2,765.90	2,434.67	2,520.32	2,474.88	2,500.00	28,944.56
Adjustment for April 2014													
2015/2016	2,363.39	2,291.94	2,138.16	2,232.64	3,837.54	2,290.60	2,265.10	3,742.77	2,245.11	2,146.70	2,283.20	2,000.00	29,656.04
Adjustment for April 2015													
2016/2017	2,299.34	2,239.34	2,260.59	2,274.25	2,256.48	2,236.88	2,260.94	2,261.53	2,203.93	2,137.02	2,263.28	2,100.00	27,055.61
Adjustment for April 2016													
2017/2018	1,989.16	1,822.07	1,747.93	1,799.97	1,695.44	1,709.07	1,733.20	1,667.84	1,458.01	1,631.22	1,770.26	1,500.00	20,254.97
Adjustment for April 2017													
2018/2019	1,678.04	1,676.90	1,698.75	1,511.39	1,467.20	1,406.46	1,302.75	1,404.70	1,295.87	4,799.46	1,345.76	1,500.00	21,215.99
Adjustment for April 2018													
2019/2020	1,298.48	1,183.94	1,322.40	1,224.49	1,234.76	1,253.53	3,294.71	1,221.59	1,124.55	1,044.85	1,194.21	1,100.00	16,232.24
Adjustment for April 2019													
2020/2021	1,211.83												1,403.08
Adjustment for April 2020													
Utility Tax Totals													
2010/2011	8,406.77	8,307.67	9,768.55	7,902.75	6,832.48	5,527.49	6,394.29	6,193.28	9,763.73	8,534.31	7,614.04	8,651.33	94,496.44
2011/2012	6,638.36	6,589.38	7,638.68	6,964.70	5,597.70	5,987.44	6,050.74	6,634.66	7,506.78	7,208.61	8,873.70	5,837.39	80,665.85
2012/2013	5,541.81	6,910.49	6,975.50	6,605.44	4,601.07	5,711.79	6,271.76	6,244.72	7,862.87	7,842.38	7,654.25	8,222.30	80,444.38
2013/2014	6,754.24	6,148.18	4,107.20	6,438.01	6,242.26	5,725.27	6,286.15	7,463.54	8,474.84	8,402.39	9,332.53	7,723.91	83,098.52
2014/2015	6,287.84	5,752.90	8,003.65	6,493.23	5,793.76	4,681.21	5,882.44	8,158.60	8,416.31	7,340.29	7,966.64	5,905.70	80,625.53
2015/2016	5,108.08	5,646.04	5,695.11	5,802.50	7,333.60	5,118.17	5,529.87	7,915.84	6,900.37	6,532.02	5,650.14	6,169.04	73,219.67
2016/2017	5,369.74	4,632.32	7,885.72	6,442.79	6,227.31	5,097.95	5,641.09	6,703.28	7,751.72	6,492.04	7,370.43	5,732.17	75,608.59
2017/2018	5,121.60	4,990.47	5,377.99	5,024.53	5,976.82	3,945.70	4,868.63	5,988.84	7,170.48	7,925.33	6,140.04	5,252.68	67,513.91
2018/2019	5,354.20	5,721.83	5,680.98	4,536.67	7,468.93	4,393.18	4,947.17	6,826.91	6,519.78	10,454.03	6,861.37	5,242.80	74,136.56
2019/2020	4,803.39	4,891.09	6,100.95	5,425.28	5,039.20	4,286.49	7,346.77	6,217.45	6,181.79	5,897.86	5,842.18	4,958.57	66,725.75
2020/2021	4,974.82	4,079.60	801.74	-	-	-	-	-	-	-	-	-	10,047.41

VILLAGE OF MAPLE PARK
MOTOR FUEL TAX
19-00-4280 / 19-00-4290
FY 2011/2012 - FY 2020/2021

Month----- Allocated Disbursed To (By State) (Maple Park)	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	% Change
May	2,761.89	2,664.61	2,832.96	3,331.21	9,105.88 *	2,860.73	2,960.89	2,908.08	2,760.88	2,657.33	17,465.32 xA	557.25%
June	2,610.35	2,479.38	2,386.37	2,286.45	2,549.94	1,856.78	1,867.24	2,309.38	2,530.22	2,422.51	3,165.07 x	30.65%
July	2,829.40	8,577.42 *	2,788.67	2,681.82	8,573.40 *	3,304.52	2,997.10	3,028.07	2,969.88	3,028.00	18,262.21 xA	503.11%
August	2,752.02	2,810.89	2,795.12	3,149.23	1,940.96	3,183.88	2,846.26	2,860.15	2,863.62	4,356.26 x		-100.00%
September	3,168.18	2,518.28	8,142.07 *	2,227.72	2,638.74	2,143.94	2,512.41	2,528.17	2,392.10	4,731.80 x		-100.00%
October	8,035.95 *	2,797.89	2,654.79	8,576.92 *	2,840.02	2,785.63	2,908.42	2,894.56	3,138.47	4,341.71 x		-100.00%
November	2,960.42	2,955.85	2,830.17	2,468.65	2,878.64	3,226.24	2,963.32	2,949.99	2,954.87	4,888.92 x		-100.00%
December	2,834.14	2,755.39	2,711.73	3,278.08	3,298.88	2,956.53	3,107.68	2,894.64	2,845.28	5,750.49 x		-100.00%
January	3,066.06	2,649.55	2,631.84	2,888.64	3,100.33	2,855.63	2,954.18	2,963.57	2,842.14	4,074.82 x		-100.00%
February	2,469.00	2,700.32	2,236.35	2,660.40	2,353.43	2,877.98	2,816.64	2,567.51	2,584.94	4,031.02 x		-100.00%
March	2,803.92	2,626.53	2,646.54	2,091.86	1,207.32	2,475.19	2,401.55	2,545.18	2,472.00	4,173.02 x		-100.00%
April	2,716.12	2,543.22	2,252.85	2,415.04	3,046.79	2,981.31	2,868.21	2,598.94	2,899.63	3,885.29 x		-100.00%
Totals	39,007.45	38,079.33	36,909.46	38,056.02	43,534.33	33,508.36	33,203.90	33,448.24	33,253.83	48,341.17	38,892.60	-19.55%
Annual % Increase	17.45%	-2.38%	-3.07%	3.11%	14.40%	-23.03%	-0.91%	0.74%	-0.58%	45.37%		

* - Includes Excess MFT Payment
x - Includes MFT Renewal Fund
A - Includes Rebuild Illinois Funds



Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151


Village Hall: 815-827-3309

Fax: 815-827-4040

Website: <http://www.villageofmaplepark.com>

MEMORANDUM

TO: Finance Committee

FROM: Village Administrator Dawn Wucki-Rossbach 

DATE: August 20, 2020

SUBJECT: CAPITAL IMPROVEMENT PLAN AND MAINTENANCE PLAN (CIP/MP)

BACKGROUND

Following the July Finance Committee Meeting, the Infrastructure Committee considered the Finance Committee's recommendation to split the projects/equipment based on a \$20,000 threshold. Projects over \$20,000 would be moved into a Capital Improvement Plan (CIP) and projects/equipment under \$20,000 would move into a Maintenance Plan (MP.) The Infrastructure Committee examined the revised document and was okay with the MP; but would revisit the CIP at their September meeting. The Infrastructure Committee's CIP review includes whether the agreed with the \$20,000 threshold, which is the dollar value the auditors consider as the baseline for capital improvements and the prioritization of the projects and the year the project/equipment purchases are placed will be examined.

The Chair would like the Finance Committee to review the MP portion of the Plan and would like to align the projects/equipment purchases up with revenues. This is a standard practice; however, at this time, due to COVID revenue projections, although we have seen a little improvement; however, we will not know the whole picture until we move out of Phase IV and into Phase V and beyond. The Village Accountant/Village Treasurer has provided a Revenue Summary with the Finance Committee packet.

Staff recommends looking at an alignment of the revenue projections with the MP as we move closer to the beginning of next year's budget cycle, most likely in October, this way we will have approximately three (3) additional revenue receipts on which to based our projections.

RECOMMENDATION

That the Finance Committee review the Capital Improvement Plan and Maintenance Plan (CIP/MP) and look at the MP items and discuss the status of the projects/equipment listed in FY2021 and review the projected items from FY2022 and identify projects/equipment that might be a concern and may need to be moved into another fiscal year.

Attachments

Draft Capital Improvement Plan and Maintenance Plan (CIP/MP)



VILLAGE OF MAPLE PARK
FIVE-YEAR CAPITAL IMPROVEMENT
AND MAINTENANCE (CIP/MP) PLAN
APPROVED:



Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151


Village Hall: 815-827-3309

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Website: <http://www.villageofmaplepark.com>

MEMORANDUM

TO: Village President and Board of Trustees

FROM: Village Administrator Dawn Wucki-Rossbach 

DATE: August 3, 2020

SUBJECT: FIVE-YEAR CAPITAL IMPROVEMENT PLAN AND MAINTENANCE PLAN (CIP/MP)

OVERVIEW

The Village of Maple Park has talked about completing a Five-Year Capital Improvement Plan and having a Maintenance Plan (CIP/MP) for the last several years. The CIP/MP is a process that assesses the capital needs of the Village against its overall goals and objectives, using a multi-year planning timeframe – five years. However, the actual CIP/MP file is projected out for 20 years, but only five (5) years of the plan showing in the CIP/MP document. The expenditures for the CIP/MP Plan will be prioritized through coordination of goals and priorities established through the Village Board's Strategic Plan, TIF District Policies and budget process. The CIP/MP is not a legally binding document, and it can change from year-to-year depending on the financial position of the Village and/or the cost of the particular project.

The Government Finance Officers Association (GFOA) has identified capital planning as a best practice ... *Capital planning is critical to water, sewer, transportation, sanitation, and other essential public services. It is also an important component of a community's economic development program and strategic plan. Capital facilities and infrastructure are important legacies that serve current and future generations. It is extremely difficult for governments to address the current and long-term needs of their constituents without a sound multi-year capital plan that clearly identifies capital and major equipment needs, maintenance requirements, funding options, and operating budget impacts.*

The Capital Improvement Plan (CIP) focuses on long-range planning of infrastructure investments. The Village has evaluated and prioritized the assets for eventual replacement over five-year period. Each asset is scheduled for replacement based on current condition, regulatory or functional requirements, life expectancy and replacement costs. Assets targeted for replacement is based on need. Even with ongoing maintenance, assets have varying service lives; sanitary and water mains are expected to last up to 50 years and roads may last 10. Replacing these types of items are a huge strain on the Village's financial resources so long-term planning is essential. The CIP will be reviewed annually and where the assets lay in the plan may be adjusted based on the condition of the asset. Repair or replacement of the assets identified on the CIP list will be reviewed during the budget process where the cost of their replacements can be balanced against incoming revenue. The Top CIP Priorities are listed on Page 1 of the CIP spreadsheet. The remainder of projects valued at \$20,000 or greater follow on the next five (5) pages. As projects are completed, they will be removed and placed in the next projected replacement year.

The Maintenance Plan (MP) focuses on annual and long-range planning for the replacement of such as computers, pumps and valves and vehicle purchases, etc. The Village has evaluated and prioritized the assets for eventual replacement over five-year period. Each asset is scheduled for replacement based on current condition, regulatory or functional requirements, life expectancy and replacement costs. Assets targeted for replacement is based on need. Even with ongoing maintenance, assets have varying service lives; police vehicles for Maple Park are usually replaced after 10 years based on mileage and historical maintenance costs and wastewater lift station pumps are evaluated every five (5) years and are either repaired or replaced based on the condition of the pump. Replacing these types of items are a strain on the Village's financial resources so annual and long-term planning is essential. The MP will be reviewed annually and assets and the repair/replacement year may be adjusted based on the condition of the asset. Repair or replacement of the assets identified on the MP list will also be reviewed during the budget process where the cost of their replacements can be balanced against incoming revenue.

Types of Capital Improvement Projects

Capital projects are classified into one (1) of seven (7) of the following categories and are valued at over \$20,000.

Facilities – Façade upgrades, carpet and flooring repairs/replacements, HVAC repair/replacement and upgrades, retrofitting of lighting, generators, roof repairs on public buildings.

Parks & Grounds – Playground equipment, shelter structure repairs/replacements, and roofing.

Stormwater - Detention ponds and storm sewer mains.

Streets – Maintenance of streets, rights-of-way, sidewalks, street lighting, utility boxes, curbs, gutters and catch basins.

TIF District – Street and storm sewer projects, water and water treatment facility projects; and wastewater and wastewater treatment facility projects.

Water & Water Treatment Facility – Water treatment plant, water softeners, valves, pumps, chemical storage tanks, water storage tanks, water control system, control panels, alarm systems, customer water meters, effluent and brine meters, wells, chemical residue analyzers, utility billing software and generators. Also includes the cost associated with implementing the Risk and Resilience and Emergency Response Plan for the Village's Water Treatment Facilities.

Wastewater & Wastewater Treatment Facility – Wastewater treatment plant facility, lagoon maintenance, effluent meters, lift stations and lift station pumps, blowers, control panels, alarm systems and generators.

Types of Maintenance Items/Projects

Maintenance items/projects are classified into one (1) of nine (9) categories, items/projects are less than \$20,000.

Information Technology & Equipment – Hardware and software systems and components, which address the communication and information processing needs for daily Village operations such as public safety and emergency services, wireless networks, communications to the residents, etc.

Vehicles – Police vehicles and public works motorized equipment such as backhoes, skid steer loaders, dump trucks, mowers, etc.

Facilities – Façade upgrades such as lenth repair, carpet and flooring repairs/replacements, HVAC repair/replacement and upgrades, retrofitting of lighting, and minor roof repairs on public buildings, etc.

Parks & Grounds – Playground equipment repairs, shelter structure repairs, minor roof repairs, park benches, and picnic tables, etc.

Streets – Maintenance of streets, rights-of-way, sidewalks, street lighting, utility boxes, curbs, gutters and catch basins. May include crack sealing, pavement rejuvenation, and catch basin cleaning, etc.

Stormwater – Detention pond maintenance, pond aerators and storm sewer mains.

TIF District – May include the General Improvements Assistance Grant Program; minor street and storm sewer projects, water and water treatment facility projects; and wastewater and wastewater treatment facility projects.

Water & Water Treatment Facility – Repair/replacement of water softeners, valves, pumps, chemical storage tanks, water storage tanks, water control system, control panels, alarm systems, customer water meters, effluent and brine meters, wells, chemical residue analyzers, utility billing software and generators. Also include the cost associated with implementing the Risk and Resilience and Emergency Response Plan for the Village’s Water Treatment Facility.

Wastewater & Wastewater Treatment Facility – Lagoon maintenance, effluent meters, lift stations and lift station pumps, blowers, control panels, and alarm system.

CIP/MP Detail Information

The CIP/MP contains the following details:

1. Work Area – The Village has been divided into six (6) work areas. Each item is identified in the Work Area in which the item is located. See Work Area Map.
2. Department – Defines the Department or Fund in which the item is budgeted/expensed under.
3. Fund/Department Number – This identifies the Fund Number the items are budgeted/expensed under. The following Village funds are applicable to the CIP/MP: General, Motor Fuel Tax, Road & Bridge, Water and Sewer Fund, Water Improvement, Sewer Improvement, Tax Increment Finance (TIF) District and the Utility Tax.
4. CIP/MP ID# - Each item is assigned a CIP/MP ID # that is used as a tracking measure and is listed in Budget Detail when the capital item is to be purchased.
5. Description – Identifies what the item is and may include the position to which the item is assigned.
6. Manufacturer/Work to be Done – If the manufacturer’s name is known it is listed; otherwise, the location and type of work to be done is listed.
7. Make/Model – If known, the make and model of the item is listed.
8. Replacement Year & Replacement Cost – These columns include the past fiscal year and then the Current Fiscal Year serves as Year 1 of the program. The Five-Year CIP/MP is a rolling five years. Cost for items are updated each year and new items are added as the repair/replacement cycle continues.
9. The last page of the Five-Year CIP/MP is where the capital item costs are totaled by Fund and then by year in the CIP/MP.

As time permits, a specification sheet will be developed for each item on the CIP/MP list. The specification sheet will include a picture and expected lifespan of the item.

CIP/MP projects appearing in the Current Fiscal Year – Year 1 have been included in the FY2020 – 2021 Budget.

Annual Review Process

Each year the CIP/MP will be reviewed by the Infrastructure Committee. New items may be added to the list as the Village continues to maintain a complete inventory of Village assets; as existing items are replaced and projects completed, they will be added back onto the CIP/MP list in the next appropriate future replacement/repair year based on the life expectancy of the item.

Once the Infrastructure Committee has reviewed and recommended the list for the next budget year, the information will then be reviewed and considered by the Finance Committee. This review process ensures that both the physical and financial aspects of the list are evaluated. The Finance Committee recommends a budget to the Village Board for final approval. Once the Village Board approves the budget, the items/projects will be included in the appropriate line items of the appropriation ordinance and budget. Staff will then move forward with implementing the budget through the purchasing of good/services or projects throughout the fiscal year.

Conclusion

The Village of Maple Park is fiscally conscious of the revenues it receives from various sources and is fiscally conservative with its expenditures. Annual review of the CIP/MP will ensure that the Village continues to maintain functional facilities, equipment and vehicles so that it can continue to deliver daily operations without interruption. Having a Five-Year Capital Improvement Plan and Maintenance Plan (CIP/MP) in place illustrates that the Village Board are acting as good financial stewards for the residents and business/property owners within the Village by having this best management practice in place.



VILLAGE OF MAPLE PARK
CAPITAL IMPROVEMENT PLAN (CIP)

VILLAGE OF MAPLE PARK

FIVE-YEAR CAPITAL IMPROVEMENT PLAN

TOP CIP PRIORITIES

CIP																									
Work Area	Department	Fund/Dept. Number	CIP/IMP	Description	Manufacturer/ Work To Be Done	Make/Model	Replacement Year & Replacement Cost																		
							Past Fiscal Year - FY2020	Current Fiscal Year - FY2021	Year 2 FY2022	Year 3 FY2023	Year 4 FY2024	Year 5 FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033	FY2034	FY2035	FY2036	FY2037	FY2038

WATER & WATER TREATMENT FACILITY																								
WA1	Water Improv.	54-00	W-0015	Water Tower - Engineering				25,000																

WASTEWATER & WASTEWATER TREATMENT PLANT																								
WA6	WWTP	56-10	WWTP-0002	WWTP Facility (New) - 3.23 Acre Land Purchase, Appraisal, Legal/Closing								275,000												

STREET REPAIR/REPLACEMENT																								
WA1	Road & Bridge	19-00	RB-0002	Pearl Street - Maiden to North Broadway	Engineering - Road			25,000																
WA1	Road & Bridge	19-00	RB-0003	Pearl Street - Charles Broadway	Engineering - Stormwater			15,000																
WA1	Road & Bridge	15-00	RB-0006	Pearl Street - Maiden to North Broadway	Construction - Stormwater					60,000														
WA1	MFT	19-00	MFT-0003	Pearl Street - Maiden to North Broadway	Construction - Pavement					147,000														
								0	40,000	0	207,000	0	0											

WATER & WATER TREATMENT FACILITY																								
WA1	Water Improv.	54-00	W-0022	Water Tower - Construction				105,000	0	414,000	1,825,000	0												

CIP																									
Replacement Year & Replacement Cost																									
Work Area	Department	Fund/Dept. Number	CIP/MP	Description	Manufacturer/ Work To Be Done	Make/Model	Past Fiscal Year - FY2020	Current Fiscal Year - FY2021	Year 2 FY2022	Year 3 FY2023	Year 4 FY2024	Year 5 FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033	FY2034	FY2035	FY2036	FY2037	FY2038
FACILITIES																									
WA4	Admin	01-10	A-0016	Civic Center - Space Needs Study																					
WA4	Admin	01-10	A-0017	Civic Center - Kitchen Cabinets						2,000															
WA4	Admin	01-10	A-0018	Civic Center - Roof																					
WA4	Admin	01-10	A-0019	Civic Center - Gym Floor																					
WA4	Admin	01-10	A-0020	Civic Center - Gym HVAC													8,000								
WA4	Admin	01-10	A-0021	Civic Center - Gym Electrical/Plumbing																					
WA4	Admin	01-10	A-0022	Civic Center - Stage																					
WA4	Admin	01-10	A-0023	Civic Center - Lintels				30,000																	
WA4	Admin	01-10	A-0024	Civic Center - Gutters																					
WA4	Admin	01-10	A-0025	Civic Center - Board Room Floor, screening			400																		
WA4	Admin	01-10	A-0026	Civic Center - HVAC - Site Survey & Design Prep.						41,280															
WA4	Admin	01-10	A-0027	Civic Center - HVAC - Install New Equipment						567,600															
WA4	Admin	01-10	A-0028	Civic Center - Exterior Brick Truckpointing				10,000																	
WA4	Admin	01-10	A-0029	Police Department - Bathroom Remodel						41,854															
WA4	Admin	01-10	A-0030	Police Department - Emergency Operations Center Work - IT/Electrical						10,000															
WA4	Admin	01-10	A-0031	Civic Center - Generator, Pad and ATS						250,000															
WA4	Admin	01-10	A-0032	Civic Center - Wheelchair Lift								32,475													
WA4	Admin	01-10	A-0033	Civic Center - Tile Removal/Replacement*						24,000															
WA4	Admin	01-10	A-0034	Public Works Garage						120,000															
WA4	Admin	01-10	A-0035	Welcome Sign - County Line Road						2,000															
							400	40,000	0	1,058,734	0	32,475	0	0	0	0	8,000	0	0	0	0	0	0	0	0
*Estimate at \$40 sq ft X 600 sq ft																									

*Estimate at \$40 sf X 600 sf

CIP													
Replacement Year & Replacement Cost													
Work Area	Department	Fund/Dept. Number	CIP/MP	Description	Manufacturer/ Work To Be Done	Make/Model	Past Fiscal Year - FY2020	Current Fiscal Year - Year 1 FY2021	Year 2 FY2022	Year 3 FY2023	Year 4 FY2024	Year 5 FY2025	
PARKS & GROUNDS													
WA1	Parks	01-20	PK-0005	Washington Park - Playground Equipment						20,000			
WA4	Parks	01-20	PK-0006	McAdams Park - Pavilion Roof					25,000				
WA4	Parks	01-20	PK-0007	McAdams Park - Playground Equipment									
WA4	Parks	01-20	PK-0008	Civic Center - Playground							20,000		
WA4	Parks	01-20	PK-0011	Willow Park - Playground Equipment									
							0	0	0	20,000	0	20,000	
										0	25,000		
												</	

CIP										Replacement Year & Replacement Cost																
Work Area	Department	Fund/Dept. Number	CIP/MP	Description	Manufacturer/ Work To Be Done	Make/Model	Past Fiscal Year - Year 1 FY2020	Current Fiscal Year - Year 1 FY2021	Year 2 FY2022	Year 3 FY2023	Year 4 FY2024	Year 5 FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033	FY2034	FY2035	FY2036	FY2037	FY2038	
WATER & WATER TREATMENT FACILITY																										

WA1	Water	52-10	W-0021	Source Water Protection Plan Generator - ATS, electric, pad, natural gas piping		Regulatory					30,000														
WA1	Water	52-10	W-0027	Chemical Chloride Feed System & Storage Tank							175,000														
WA1	Water	52-10	W-0028								85,000														
WA1	Water	52-10	W-0050	Well No. 4	220 gpm @ 485 ft	40 HP										20,000									
WA1	Water	52-10	W-0051	Softener No. 1	Tonka	Media replaced 2018													25,000						
WA1	Water	52-10	W-0052	Softener No. 2	Tonka	Media replaced 2018													25,000						
WA1	Water	52-10	W-0053	Well No. 5	350 gpm @ 520 ft	75 HP														30,000					
WA1	Water	52-10	W-0054	Chlorine Residual Analyzer	Evoqua	Depolox 3 Plus																			
WA1	Water	52-10	W-0055	Loss of Head Gauge	US Filter Control Systems	Model A300																			
WA1	Water	52-10	W-0056	Water Treatment Control Panel/PLC	Wunderlich-Malec																				
							0	0	0	0	30,000	260,000	0	0	0	0	20,000	0	0	50,000	0	30,000	0	0	0

CIP					Replacement Year & Replacement Cost																	
Work Area	Department	Fund/Dept. Number	CIP/MP	Description	Manufacturer/ Work To Be Done	Maker/Model	Past Fiscal Year - FY2020	Current Fiscal Year - Year 1 FY2021	Year 2 FY2022	Year 3 FY2023	Year 4 FY2024	Year 5 FY2025										
WASTEWATER & WASTEWATER TREATMENT PLANT																						
WA6	WWTP	56-10	WWTP-0001	WWTP - Cesspool vegetation management - burn/removal																		
WA6	WW	52-10	WW-0002	WTP Effluent Meter	Starling	Monitor and check in FY22		20,000														
WA6	WW	52-20	WW-0004	County Line Lift Station Submersible Pump #1	How old - 20 years	\$16,000 Pull/repair		10,000														
WA6	WW	52-20	WW-0005	County Line Lift Station Submersible Pump #2	How old - 20 years	\$16,000 Pull/repair			16,000													
WA6	WWTP	56-10	WWTP-0003	WWTP Facility (New) - Engineering/Design/Permitting							125,000											
WA6	WWTP	56-10	WWTP-0004	WWTP Facility (New) Construction							5,500,000											
WA6	WWTP	56-10	WWTP-0011	Decommission/Remove Cesspools at WWTP							275,000											
WA6	WWTP	56-10	WWTP-0005	Blower #1, Enclosures & VFD*	Gardner Denver					70,000												
WA6	WWTP	56-10	WWTP-0006	Blower #2, Enclosures & VFD*	Gardner Denver																	
WA6	WWTP	56-10	WWTP-0008	WWTP - Generator, ATS, electric, pad, natural gas piping							175,000											
WA6	WWTP	56-10	WWTP-0009	Point Source Protection Plan							30,000											
WA6	WWTP	56-10	WWTP-0012	Lift Station - WWTP							450,000											
WA3	WWTP	56-10	WWTP-0013	Lift Station - County Line Road																		
WA4	Administration, Water, Sewer*	01-10, 52-10, 52-20																				
			A-0017	Generator	Generac		0	30,000	16,000	70,000	6,555,000	0	750,000	0	0	467,333	0	0	0			
													0	0	0	0	0	0	0	0	0	0
TOTAL							15,400	200,000	102,800	1,829,144	8,935,000	32,475	770,000	7,500	625,000	487,333	8,000	0	0	0		

*Can be transferred to new WWTP Facility based on proposed design.

FIVE-YEAR CAPITAL IMPROVEMENT PLAN (CIP) BY FUND

Fund	Fund/Dept. Number	Description	Replacement Year & Replacement Cost							FY2030	FY2031	FY2032	FY2033	FY2034	FY2035	FY2036	FY2037	FY2038	FY2039
			Past FY2020	Current - Year 1 FY2021	Year 2 FY2022	Year 3 FY2023	Year 4 FY2024	Year 5 FY2025											
General Fund																			
	01-10	Facilities	400	40,000	0	1,058,734	0	32,475	0	8,000	0	0	0	0	0	0	0	0	0
	01-20	Parks & Grounds	0	0	0	20,000	20,000	0	20,000	0	0	0	0	0	0	0	0	0	0
		TOTAL	400	40,000	0	1,078,734	20,000	32,475	20,000	8,000	0	0	0	0	0	0	0	0	0
Road & Bridge	01-15	Street Repair/Replace.	15,000	40,000	61,800	60,000	0	0	0	0	0	0	0	0	0	0	0	0	0
		TOTAL	15,000	40,000	61,800	60,000	0	0	0	0	0	0	0	0	0	0	0	0	0
MFT	01-19	Street Repair/Replace.	25,000	25,000	85,000	298,410	0	0	0	0	0	0	0	0	0	0	0	0	0
		TOTAL	25,000	25,000	85,000	298,410	0	0	0	0	0	0	0	0	0	0	0	0	0
TIF District	13-00	Wayside Horns	0	0	0	0	0	0	7,500	600,000	0	0	0	0	0	0	0	0	0
		TOTAL	0	0	0	0	0	0	7,500	600,000	0	0	0	0	0	0	0	0	0
Water Fund	52-10	Water/Water Treatment Plant	0	0	0	30,000	260,000	0	0	20,000	0	50,000	0	30,000	0	0	0	0	0
		TOTAL	0	0	0	30,000	260,000	0	0	20,000	0	50,000	0	30,000	0	0	0	0	0
Water Improvement Fund	54-10	Water/Water Treatment Plant	0	25,000	0	0	1,825,000	0	0	0	0	0	0	0	0	0	0	0	0
		TOTAL	0	25,000	0	0	1,825,000	0	0	0	0	0	0	0	0	0	0	0	0
Sewer Fund	52-20	WWTP & Lift Stations	10,000	16,000	0	0	0	750,000	0	0	0	0	0	0	0	0	0	0	0
		TOTAL	10,000	16,000	0	0	0	750,000	0	0	0	0	0	0	0	0	0	0	0
Sewer Improvement Fund	56-00	WWTP & Lift Stations	20,000	0	70,000	6,555,000	275,000	0	0	450,000	0	0	0	0	0	0	0	0	0
		TOTAL	20,000	0	70,000	6,555,000	275,000	0	0	450,000	0	0	0	0	0	0	0	0	0
		TOTAL	70,400	146,000	216,800	8,022,144	2,380,000	782,475	20,000	7,500	1,088,333	20,000	50,000	0	30,000	0	0	0	0



VILLAGE OF MAPLE PARK
MAINTENANCE PLAN (MP)

**VILLAGE OF MAPLE PARK
FIVE-YEAR MAINTENANCE PLAN**

MAINTENANCE PLAN						Replacement Year & Replacement Cost																					
Work Area	Department	Fund/Dept. Number	CIP/MIP	Description	Manufacturer/ Work To Be Done	Make/Model	Past Fiscal Year FY2020	Current Fiscal Year FY2021	Year 2 FY2022	Year 3 FY2023	Year 4 FY2024	Year 5 FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033	FY2034	FY2035	FY2036	FY2037	FY2038	FY2039	
INFORMATION TECHNOLOGY & EQUIPMENT																											
WA4	Administration	01-10	A-0001	Server	HP	ProLiant ML110 Gen10						13,000															
WA4	Administration	01-10	A-0002	Desktop - Village Clerk	HP	HP ProDesk 400 G4 SFF			1,000																		
WA4	Administration	01-10	A-0003	Laptop - Village Accountant	Lenovo	20EY002JUS			1,000																		
WA4	Administration	01-10	A-0004	Laptop - Village Administrator	Lenovo	20NB001JUS			1,300																		
WA4	Police	01-30	PD-0001	Laptop - Police Department	HP	HP ProBook 450 G4			1,000																		
WA4	Police	01-30	PD-0003	Desktop - Police Chief	HP	HP ProDesk 400 G4 SFF			1,000																		
WA4	Police	01-30	PD-0004	Desktop - Sergeant	HP	HP EliteDesk 705 G4 DM 65W (TAA)					1,500																
WA4	Police	01-30	PD-0005	Desktop - Patrol 1	HP	HP EliteDesk 705 G4 DM 65W (TAA)					1,500																
WA4	Police	01-30	PD-0006	Desktop - Patrol 2	HP	HP EliteDesk 705 G4 DM 65W (TAA)					1,500																
WA4	Streets, Water, Sewer	01-50	ST-0001	Desktop - Public Works Dir/Bldg. Inscr. (1/3)	LENOVO	10MR0004JUS			333																		
WA4	Administration	01-10	A-0005	Desktop - Board Room	HP	HP ProDesk 600 G3 DM			1,000																		
WA4	Administration	01-10	A-0006	Desktop - Village Accountant	Lenovo	20NB001JUS			1,000																		
WA4	Administration	01-10	A-0007	Uninterrupted Power Source	APC	Model 1500						900															
WA4	Administration, Water, Sewer	01-10, 01-30, 52-10, 52-20	A-0008, A-0009, A-0010, A-0011	Monitors - Six (6) 24"									600														
WA4	Police	01-30	PD-0007 - PD-0010	Monitors - Four (4) 24"										600													
WA4	Administration	01-10	A-0014	Copy Machine - Village Hall					15,000																		
WA4	Police	01-30	A-0015	Copy Machine - Police Dept.								15,000															
WA4	Administration	01-10	A-0016	Automated External Defibrillators (AED) - Two (2) (LE 5 - 8 years)					1,700						1,750												
WA4	Administration, Water, Sewer	01-10, 52-10, 52-20	A-0017	Generator	Generac																						
							0	0	6,033	18,300	4,500	28,900	600	600	1,750	13,333	0	0	0	0	0	0	0	0	0	0	

MAINTENANCE PLAN																													
Work Area	Department	Fund/Dept. Number	CIP/MP	Description	Manufacturer/ Work To Be Done	Make/Model	Past Fiscal Year - FY2020	Current Fiscal Year - FY2021	Year 2 FY2022	Year 3 FY2023	Year 4 FY2024	Year 5 FY2025	Replacement Year & Replacement Cost																
VEHICLES																													
WA4	Police	01-30	PD-0011	Police SUV	2007 Ford	Expedition	24,784																						
WA4	Police	01-30	PD-0012	Police Squad	2004 Chevrolet	Impala																							
WA4	Police	01-30	PD-0013	Police SUV	2017 Ford	Interceptor																							
WA4	Police	01-30	PD-0014	Police Squad	2017 Ford	Taurus																							
WA4	Street Water, Sewer*	01-50, 52-10, 52-20	ST-0002	Dump Truck	1998 Ford	L850																							
WA4	Street Water, Sewer*	01-50, 52-10, 52-20	ST-0003	Pickup Truck w/Snow Plow	2004 Ford	F350																							
WA4	Street Water, Sewer*	01-50, 52-10, 52-20	ST-0004	Pickup Truck w/Snow Plow	2015 Ford	F350 Super Duty											25,000												
WA4	Parks & Grounds, Street Water, Sewer**	01-20, 01-50, 52-10, 52-20	PK-0001	Lawn Mower	2007 Exmark	56" Zero Turn/Model #314633400			675																				
WA4	Parks & Grounds, Street Water, Sewer**	01-20, 01-50, 52-10, 52-20	PK-0002	Lawn Mower	2015 Exmark	Lazer Z - E Series/Model #LZE730KA60455						3,000																	
WA4	Parks & Grounds, Street Water, Sewer**	01-20, 01-50, 52-10, 52-20	PK-0003	Skidster	2001 Bob Cat	Model 873G High Flo																							
							24,784	0	675	0	0	3,000		11,250	0	0	0	0	0	0	0	0	0	0	0				
																	25,000												
*Split three ways.																													

*Split three ways.

**Split four ways.

MAINTENANCE PLAN												
Work Area	Department	Fund/Dept. Number	CIP/MP	Description	Manufacturer/ Work To Be Done	Make/Model	Past Fiscal Year - FY2020	Current Fiscal Year - FY2021	Year 2 FY2022	Year 3 FY2023	Year 4 FY2024	Year 5 FY2025
FACILITIES												
WA4	Admin	01-10	A-0016	Civic Center - Space Needs Study								
WA4	Admin	01-10	A-0017	Civic Center - Kitchen Cabinets								
WA4	Admin	01-10	A-0018	Civic Center - Roof					2,000			
WA4	Admin	01-10	A-0019	Civic Center - Gym Floor								
WA4	Admin	01-10	A-0020	Civic Center - Gym HVAC								
WA4	Admin	01-10	A-0021	Civic Center - Gym Electrical/Plumbing						8,000		
WA4	Admin	01-10	A-0022	Civic Center - Stage								
WA4	Admin	01-10	A-0023	Civic Center - Linolea				30,000				
WA4	Admin	01-10	A-0024	Civic Center - Gutters								
WA4	Admin	01-10	A-0025	Civic Center - Board Room Floor, screening			400					
WA4	Admin	01-10	A-0026	Civic Center - HVAC - Site Survey & Design Prep.						41,280		
WA4	Admin	01-10	A-0027	Civic Center - HVAC - Install New Equipment						587,600		
WA4	Admin	01-10	A-0028	Civic Center - Exterior Brick Tuckpointing				10,000				
WA4	Admin	01-10	A-0029	Police Department - Bathroom Remodel						41,854		
WA4	Admin	01-10	A-0030	Police Department - Emergency Operations Center Work - IT/Electrical						10,000		
WA4	Admin	01-10	A-0031	Civic Center - Generator, Pad and ATS						250,000		
WA4	Admin	01-10	A-0032	Civic Center - Wheelchair Lift								32,475
WA4	Admin	01-10	A-0033	Civic Center - Tile Removal/Replacement*						24,000		
WA4	Admin	01-10	A-0034	Public Works Garage						120,000		
WA4	Admin	01-10	A-0035	Welcome Sign - County Line Road						2,000		
Estimate at \$40 sf X 600 sf							400	40,000	0	1,058,734	0	32,475

MAINTENANCE PLAN																								
Work Area	Department	Fund/Dept. Number	CIP/MP	Description	Manufacturer/ Work To Be Done	Make/Model	Past Fiscal Year FY2020	Current Fiscal Year FY2021	Year 2 FY2022	Year 3 FY2023	Year 4 FY2024	Year 5 FY2025	Replacement Year & Replacement Cost											
PARKS & GROUNDS																								
WA1	Parks	01-20	PK-0004	Washington Park - Pavilion																				
WA4	Parks	01-20	PK-0010	Civic Center - Baseball Diamond	Fence replacement																			
WA4	Parks & Grounds, Street, Water, Sewer**	01-20, 01-50, 52-10, 52-20	PK-0001	Lawn Mower	2007 Exmark	56" Zero Turn Model #314633400			675															
WA4	Parks & Grounds, Street, Water, Sewer**	01-20, 01-50, 52-10, 52-20	PK-0002	Lawn Mower	2015 Exmark	Lazer Z - E Series/Model #LZE730KA60455						3,000												
WA4	Parks & Grounds, Street, Water, Sewer**	01-20, 01-50, 52-10, 52-20	PK-0003	Skidster	2001 Bob Cat	Model 873G High Flo																		
							0	0	675	0	0	3,000	11,250											
							0	0	675	0	0	3,000	11,250	0	0	0	0	0	0	0	0	0	0	0

MAINTENANCE PLAN																										
Work Area	Department	Fund/Dept. Number	CIP/MP	Description	Manufacturer/ Work To Be Done	Make/Model	Replacement Year & Replacement Cost																			
							Past Fiscal Year FY2020	Current Fiscal Year FY2021	Year 2 FY2022	Year 3 FY2023	Year 4 FY2024	Year 5 FY2025														
STREET REPAIR/REPLACEMENT																										
WA1	Road & Bridge	15-00	RB-0004	Pearl Street - Survey Topography Pearl and Center	W E Hanna		5,400																			
WA1	Road & Bridge	15-00	RB-0005	Pearl Street - Survey Topography Charles and Washington	W E Hanna		3,700																			
WA1	MFT	19-00	MFT-0003	Pearl Street - Maiden to North Broadway	Construction - Pavement						147,000															
WA4	Road & Bridge	15-00	RB-0005	Maple - Survey Topography	W E Hanna		5,400																			
WA4	MFT	19-00	MFT-0005	Maple - Walnut to end of street at corn field	Construction - Pavement						151,410															
WA4	MFT	19-00	MFT-0006	State Street																						
WA1	MFT	19-00	MFT-0007	Kenebec - HD Rockers to Post Office	Engineering - Stormwater				20,000																	
WA1	Road & Bridge	15-00	RB-0008	Main to Kenebec - Downtown	Parking Study				5,000																	
WA4	Parks & Grounds, Street, Water, Sewer**	01-20, 01-50, 52-10, 52-20	PK-0001	Lawn Mower	2007 Exmark	56" Zero Turn/Model #314633400			675																	
WA4	Parks & Grounds, Street, Water, Sewer**	01-20, 01-50, 52-10, 52-20	PK-0002	Lawn Mower	2015 Exmark	Lazer Z - E Series/Model #LZE730KA60455						3,000														
WA4	Parks & Grounds, Street, Water, Sewer**	01-20, 01-50, 52-10, 52-20	PK-0003	Skidster	2001 Bob Cat	Model 873G High Flo																				
							9,100	5,400	25,675	298,410	0	3,000	11,250	0	0	0	0	0	0	0	0	0	0	0	0	0

MAINTENANCE PLAN																													
Work Area	Department	Fund/Dept. Number	CIP/MP	Description	Manufacturer/ Work To Be Done	Make/Model	Past Fiscal Year	Current Fiscal Year	Replacement Year & Replacement Cost					FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033	FY2034	FY2035	FY2036	FY2037	FY2038	FY2039	
							FY2020	FY2021	Year 1 FY2022	Year 2 FY2023	Year 3 FY2024	Year 4 FY2025																	
WATER & WATER TREATMENT FACILITY																													
WA1	Water	52-10	W-0001	Softener 1 Control Valve - A	Cla-Vai	4" solenoid valve	3,500																						
WA1	Water	52-10	W-0002	Softener 1 Control Valve - B	Cla-Vai	4" solenoid valve	3,500																						
WA1	Water	52-10	W-0003	Softener 2 Control Valve - B	Cla-Vai	4" solenoid valve	3,500																						
WA1	Water	52-10	W-0004	150,000 gallon waterspheroid* - Item #1 Overflow Pipe Discharge Replacement				3,900																					
WA1	Water	52-10	W-0005	150,000 gallon waterspheroid - Item #2 Concrete splash Pad under Overflow Pipe Discharge				5,200																					
WA1	Water	52-10	W-0006	150,000 gallon waterspheroid - Item #3 Frost-Free Pressure Vacuum Vent & Item #4 Weather Tight Cover over Access Tube				7,800																					
WA1	Water	52-10	W-0007	Softener 2 Control Valve - A	Cla-Vai	4" solenoid valve	Replaced																						
WA1	Water	52-10	W-0008	Softener 1 Control Valve - C	Cla-Vai	4" solenoid valve		3,500																					
WA1	Water	52-10	W-0009	Softener 1 Control Valve - D	Cla-Vai	4" solenoid valve		3,500																					
WA1	Water	52-10	W-0010	Softener 1 Control Valve - E	Cla-Vai	4" solenoid valve			3,500																				
WA1	Water	52-10	W-0011	Softener 2 Control Valve - C	Cla-Vai	4" solenoid valve				3,500																			
WA1	Water	52-10	W-0012	Softener 2 Control Valve - D	Cla-Vai	4" solenoid valve					3,500																		
WA1	Water	52-10	W-0013	Softener 2 Control Valve - E	Cla-Vai	4" solenoid valve						3,500																	
WA1	Water	52-10	W-0014	Emergency Shower				1,000																					
WA1	Water	52-10	W-0016	Well No.4 Well Pump Control Valve 6A - 4"	Cla-Vai	Model 61-02					3,500																		
WA1	Water	52-10	W-0017	Well No. 5 Well Pump Control Valve 6B - 4"	Cla-Vai	Model 61-02						3,500																	
WA1	Water	52-10	W-0018	Make up Control Valve	Cla-Vai								3,500																
WA1	Water	52-10	W-0019	Softener Bypass Control Valve	Cla-Vai	130-01							3,500																
WA1	Water	52-10	W-0020	Brine Pump	Met-Pro Global Pump Solutions							10,000																	
WA1	Water	52-10	W-0023	Sodium Hypochlorite Pump #5	Steiner	No. 2 Tube							3,500																
WA1	Water	52-10	W-0024	Sodium Hypochlorite Pump #4	Steiner	No. 2 Tube								3,500															
WA1	Water	52-10	W-0025	Hypochlorite Scale #5	Scaletron										2,500														
WA1	Water	52-10	W-0026	Hypochlorite Scale #4	Scaletron											2,400													
WA1	Water	52-10	W-0029	Polyphosphate Pump #5	LMI	A151-91S											2,500												
WA1	Water	52-10	W-0030	Polyphosphate Pump #4	LMI	A151-91S												2,500											
WA1	Water	52-10	W-0031	Polyphosphate Scale #5	Scaletron													2,500											
WA1	Water	52-10	W-0032	Polyphosphate Scale #4	Scaletron														2,500										
WA1	Water	52-10	W-0034	150,000 gallon waterspheroid - Item #2 Abrasive Blast Clean; Item #3 Install Clips/Pressure Fitting for Cathodic Protection																									
WA1	Water	52-10	W-0035	150,000 gallon waterspheroid - Item #4 Blast Clean; Item #5 Repair Spalling Concrete Foundation																									
WA1	Water	52-10	W-0036	150,000 gallon waterspheroid - Item #7 Install Handrail/Painter's Railing on Roof; Item #9 Replace Globe/Cage for Light Fixture; Item #10 Install Ladder Extension on Condensate Plat.																									
WA1	Water	52-10	W-0037	150,000 gallon waterspheroid - Item #14 Remove Glandular Expansion Joint Replc. w/Bellows; Item #15 Install AL Cover over Fill/Draw Pipe Insulation.																									
WA1	Water	52-10	W-0038	150,000 gallon waterspheroid - Item #16 Install Mud Valve; Item #17 Replace Condensate Drain Line																									
WA1	Water	52-10	W-0039	150,000 gallon waterspheroid - Inspection																									
WA1	Water	52-10	W-0040	Globe style silent check valve	Valmatic	1806BN																							
WA1	Water	52-10	W-0041	Globe style silent check valve	Valmatic	1806BN																							
WA1	Water	52-10	W-0042	Well No. 4 Influent Meter 10A	Sparring	FT 194																							
WA1	Water	52-10	W-0043	Well No. 5 Influent Meter 10B	Sparring	FT 194																							
WA1	Water	52-10	W-0044	Make-up Water Meter	Badger Meter	Model ER with MS-ER1																							
WA1	Water	52-10	W-0045	Brine Meter	Badger Meter																								
WA1	Water	52-10	W-0046	Unit No. 1 Effluent Meter 32A	Sparring	FM 104 with FT 194																							
WA1	Water	52-10	W-0047	Unit No. 2 Effluent Meter 32A	Sparring	FM 104 with FT 194																							
WA1	Water	52-10	W-0048	Bypass Meter	Sparring	FM 104 with FT 194																							

MAINTENANCE PLAN										Replacement Year & Replacement Cost																
Work Area	Department	Fund/Dept. Number	CIP/MP	Description	Manufacturer/ Work To Be Done	Make/Model	Past Fiscal Year - FY2020	Current Fiscal Year - FY2021	Year 2 FY2022	Year 3 FY2023	Year 4 FY2024	Year 5 FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033	FY2034	FY2035	FY2036	FY2037	FY2038	FY2039
WA1	Water	52-10	W-0049	Regeneration Waste Meter	Spalling	FM 104 with FT 194																				
WA1	Water	52-10	W-0050	Weil No. 4	220 gpm @ 485 ft	40 HP										20,000	2,500									
WA1	Water	52-10	W-0051	Softener No. 1	Tonka	Media replaced 2018																				
WA1	Water	52-10	W-0052	Softener No. 2	Tonka	Media replaced 2018													25,000							
WA1	Water	52-10	W-0053	Weil No. 5	350 gpm @ 520 ft	75 HP													25,000							
WA1	Water	52-10	W-0054	Chlorine Residual Analyzer	Evotqua	Depobox 3 Plus															30,000					8,000
WA1	Water	52-10	W-0055	Loss of Head Gauge	US Filter Control Systems	Model A300																				
WA1	Water	52-10	W-0056	Water Treatment Control Panel/PLC	Wunderlich-Malec																					
WA1	Water	52-10	W-0057	Fire Hydrant Replacement - Broadway & Center				7,000																		
WA4	Streets, Water, Sewer	52-10	ST-001	Desktop - Public Works Dir/Bldg. Inspctr. (1/3)	LENOVO	10MR0004US			333																	
WA4	Administration, Water, Sewer	52-10	A-0012	Monitors - Six (6) 24"																						
WA4	Administration, Water, Sewer	01-10, 52-10, 52-20	A-0017	Generator	Generac								150													
WA4	Street, Water, Sewer	01-50, 52-10, 52-20	ST-0002	Dump Truck	1998 Ford	L850											13,333									
WA4	Street, Water, Sewer	01-50, 52-10, 52-20	ST-0003	Pickup Truck w/Snow Plow	2004 Ford	F350																				
WA4	Street, Water, Sewer	01-50, 52-10, 52-20	ST-0004	Pickup Truck w/Snow Plow	2015 Ford	F350 Super Duty																25,000				
WA4	Parks & Grounds, Street, Water, Sewer	01-20, 01-50, 52-10, 52-20	PK-0001	Lawn Mower	2007 Exmark	56" Zero Turn/Model #314633400			675																	
WA4	Parks & Grounds, Street, Water, Sewer	01-20, 01-50, 52-10, 52-20	PK-0002	Lawn Mower	2015 Exmark	Lazer Z - E Series/Model #LZE730KA60455						3,000														
WA4	Parks & Grounds, Street, Water, Sewer	01-20, 01-50, 52-10, 52-20	PK-0003	Skidster	2001 Bob Cat	Model 873G High Flo							11,250					0								
							10,500	38,900	22,008	10,000	11,900	89,700	16,400	5,000	0	51,333	0	0	50,000	0	55,000	0	0	0	0	8,000

MAINTENANCE PLAN													Replacement Year & Replacement Cost														
Work Area	Department	Fund/Dept. Number	CIP/MP	Description	Manufacturer/ Work To Be Done	Make/Model	Past Fiscal Year - FY2020	Current Fiscal Year -Year 1 FY2021	Year 2 FY2022	Year 3 FY2023	Year 4 FY2024	Year 5 FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033	FY2034	FY2035	FY2036	FY2037	FY2038	FY2039	
WASTEWATER & WASTEWATER TREATMENT PLANT																											
WA6	WWTP	56-10	WWTP-0014	WWTP Sampler					15,281																		
WA6	WWTP	56-10	WWTP-0015	Telesize, Root Cut, Jet Storm Sewer - Pearl Street				17,817																			
WA6	WW	52-10	WW-0002	WTP Effluent Meter	Spanling	Monitor and check in FY22										4,000											
WA6	WW	52-20	WW-0003	Lift Station Submersible Pump - Backup Pump			16,000																				
WA6	WW	52-20	WW-0004	County Line Lift Station Submersible Pump #1	How old - 20 years	\$16,000 Pull/repair		10,000					375,000														
WA6	WW	52-20	WW-0005	County Line Lift Station Submersible Pump #2	How old - 20 years	\$16,000 Pull/repair			16,000				375,000														
WA6	WWTP	56-10	WWTP-0007	Water Well & Booster Tank	NOT USED																						
WA4	Streets, Water, Sewer	01-10, 52-10, 52-20	ST-001	Desktop - Public Works Dir/Bldg. Inspcr. (1/3)	LENOVO	10MR0004US			334																		
WA4	Administration, Water, Sewer	52-10	A-0012, A-0013	Monitors - Six (6) 24"									100														
WA4	Administration, Water, Sewer	01-10, 52-10, 52-20	A-0017	Generator	Generac												13,333										
WA4	Street, Water, Sewer	01-50, 52-10, 52-20	ST-0002	Dump Truck	1998 Ford	L850																					
WA4	Street, Water, Sewer	01-50, 52-10, 52-20	ST-0003	Pickup Truck w/Snow Plow	2004 Ford	F350																					
WA4	Street, Water, Sewer	01-50, 52-10, 52-20	ST-0004	Pickup Truck w/Snow Plow	2015 Ford	F350 Super Duty															25,000						
WA4	Parks & Grounds, Street, Water, Sewer	01-20, 01-50, 52-10, 52-20	PK-0001	Lawn Mower	2007 Exmark	56" Zero Turn/Model #314633400																					
WA4	Parks & Grounds, Street, Water, Sewer	01-20, 01-50, 52-10, 52-20	PK-0002	Lawn Mower	2015 Exmark	Lazer Z - E Series/Model #LZE730K460455						3,000															
WA4	Parks & Grounds, Street, Water, Sewer	01-20, 01-50, 52-10, 52-20	PK-0003	Skidster	2001 Bob Cat	Model 873G High Flo							11,250														
							16,000	27,817	32,290	0	0	3,000	761,950	0	0	17,333	0	0	0	0	25,000	0	0	0	0	0	
TOTAL							60,784	128,047	87,357	1,396,444	16,400	163,075	812,100	5,600	1,750	82,000	8,000	0	50,000	0	105,000	0	0	0	0	0	8,000

*Can be transferred to new WWTP Facility based on proposed design.

*Can be transferred to new WWTP Facility based on proposed design.

FIVE-YEAR MAINTENANCE PLAN (MP) BY FUND

Fund	Fund/Dept. Number	Description	Replacement Year & Replacement Cost																		
			Past FY2020	Current - Year 1 FY2021	Year 2 FY2022	Year 3 FY2023	Year 4 FY2024	Year 5 FY2025	FY2026	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033	FY2034	FY2035	FY2036	FY2037	FY2038	FY2039
General Fund	01-10	IT & Equipment	0	0	6,033	18,300	4,500	28,900	600	600	1,750	13,333	0	0	0	0	0	0	0	0	0
	01-20,01-30,01-50,52-10,52-20	Vehicles	24,784	0	675	0	0	3,000	11,250	0	0	0	0	0	0	0	25,000	0	0	0	0
	01-10	Facilities	400	40,000	0	1,058,734	0	32,475	0	0	0	0	8,000	0	0	0	0	0	0	0	
	01-20	Parks & Grounds																			
	01-50	Street Repair/Replace.	0	0	675	0	0	3,000	11,250	0	0	0	0	0	0	0	0	0	0	0	
	01-30	Parks & Grounds	0	0	675	0	0	3,000	11,250	0	0	0	0	0	0	0	0	0	0	0	
	01-50	Stormwater	0	15,930	0	11,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
		TOTAL	25,184	55,930	8,058	1,088,034	4,500	70,375	34,350	600	1,750	13,333	8,000	0	0	0	25,000	0	0	0	0
	Road & Bridge	01-15	Street Repair/Replace.	9,100	5,400	5,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	MFT	01-19	Street Repair/Replace.	0	0	20,000	298,410	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		General Improvements Assistance Grants;Televise, Root Cut, Jet Storm Sewer																			
TIF District	13-00		0	15,930	0	0	15,000	15,000	15,000	0	0	0	0	0	0	0	0	0	0	0	0
Water Fund	52-10	Water/Water Treatment Plant	10,500	38,900	22,008	10,000	11,900	89,700	16,400	5,000	0	51,333	0	50,000	0	55,000	0	0	0	0	0
Sewer Fund	52-20	WWTP & Lift Stations	16,000	10,000	17,009	0	0	3,000	761,350	0	0	13,333	0	0	0	25,000	0	0	0	0	0
Sewer Improvement Fund	56-00	WWTP & Lift Stations	0	17,817	15,281	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		TOTAL	60,784	143,977	87,357	1,396,444	31,400	178,075	827,100	5,600	1,750	78,000	8,000	50,000	0	105,000	0	0	0	0	0



Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

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MEMORANDUM

TO: Finance Committee

FROM: Village Administrator Dawn Wucki-Rossbach 

DATE: August 20, 2020

SUBJECT: **DEKALB COUNTY COMMUNITY FOUNDATION GRANT – REBRANDING AND VILLAGE SIGNS**

BACKGROUND

In the FY2021 Budget, there is a placeholder of \$10,000 in revenues and expenditures in the Utility Tax Fund. This is the second half of a \$20,000 grant. The first \$10,000 was utilized for the Village's Strategic Plan. The remaining \$10,000 is for rebranding the Village and construction of new signs. The FY2021 revenue line item is 12-00-4751 (DeKalb County Community Grant) and the expenditure line item 12-00-8425 (DeKalb County Community Grant Expenses.)

In order to move forward with this project, the Village would need to submit a new grant application. Prior to August 2019, Staff had been working on the application; however, we are currently in the process of locating the draft application. Speaking with the DeKalb Community Foundation, the Foundation is looking to close out this grant by the end of 2020.

Currently, rebranding and new signage is not on the Village's goal list.

RECOMMENDATION

The Committee should consider making a recommendation that the Village move forward with submitting a grant application and that once the grant is awarded that the rebranding process begin so that a new logo, letterhead and signs can be designed and installed.