



City of Rochelle

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TO: David Plyman, City Manager

FROM: Chris Limas, AICP

DATE: January 18, 2012

SUBJECT: Third Amendment to Annexation Agreement Creekside Subdivision Unit 1

Spencer and Tim Hayden through Creekside Land Holdings, LLC are proposing to develop the Kings Crossing Planned Unit Development (PUD) into a 23 lot subdivision with 22 lots designated for single family residential and one lot that will provide a 5.9 acre lot for a potential assisted living facility. The subdivision would be located north and west of the San Gabriel assisted living facility off of 20th Street.

During negotiations with City Staff, the Haydens requested a number of changes to the current King Crossing annexation agreement that they believe are essential in order for the project to go forward. These new provisions reduce the developer's obligations and expand the City's contributions beyond the terms found in prior agreements for similar residential projects. The following is a summary of the items contained in the agreement amendment:

- 1) **Section 36. Repayment to City** – The developer was to pay \$37,538.45 to the City for the construction of water facilities along Flagg Road from the west property line of the Rochelle Township High School Property to 20th Street. This will no longer be required.
- 2) **Section 38. Construction of Water Mains** – The City will pay for 50% of the cost of the construction of a 12" watermain along the east side of 20th Street which will connect to the City well on the north side of the High School property. This water main will be constructed when commencement of construction by Developer of any future phase beyond Creekside Sub Unit 1 Development or upon the commencement of the construction of a school on the Subject Property other than the presently-planned construction of a school by the Rochelle Elementary District #231, whichever is earlier. The City has the option to construct the water main prior to this triggering event and will get reimbursed by the developer when the triggering event happens. Current policy has been for the developer to construct any required water mains and pay for them 100 percent.
- 3) **Section 40. Construction of Sanitary Sewers** – The subdivision would be allowed to be served with a lift station with sewer service from the south instead of being served by the Akesson lift station which was the original plan as per the City's Master Plan for Sewer.

- 4) **Section 41. General** – The City at its cost and expense, construct and install electric and fiber optic facilities to each lot within the subdivision. The developer shall reimburse the City for the cost of installing electric and fiber optic facilities, on a per lot basis, for each unoccupied lot in the subdivision on the date ten (10) years after the execution of this Third Amendment. Developer shall deposit with the City one or more payment bond(s), letter(s) of credit, or cash, as determined by Developer, as security for payments required in connection with the reimbursement for construction of electric and fiber optic facilities.
- 5) **Section 42. Street Lights** – The City will pay for labor for the installation of street lights.
- 6) **Section 43. General**- Four foot sidewalks will be constructed along Creekside Drive. A multi- use path will be constructed on the west side of 20th Street 450 feet which will stop at the projected entrance to the high school and elementary school property. A multi-use path will be constructed to connect the 20th Street path to the existing path along the west boundary of the high school property. No sidewalk or path will be constructed along the east side of 20th Street.
- 7) **Section 44. Street Construction Standards**– Creekside Drive will be constructed 31 feet back to back in a 60 foot right-of-way with a temporary turn around at the of the street. Utilities will be constructed in the parkway and the parkway trees will be placed on an easement adjacent to the parkway. It will be the responsibility of the lot owners to maintain the trees. It has been policy to have a 66 foot right-of-way with the sanitary sewer being placed under the street.
- 8) **4. Credit for the cost of installing multi-use path** – The projected amount of park donation is \$20,006.25 which is a cash in lieu of land donation payment. The developer is to receive a credit for the cost of construction of the multi-use paths. It has been policy to not include items such as required paths that replace sidewalks to be counted toward park impact fee donations.
- 9) **6. Phase One Completion** – The developer will not be obligated to complete Kings Crossing phase one improvements that are not finished. Per the first amendment to the annexation agreement the developer was to be required to complete any phase one obligations.
- 10) **7. Reimbursement to the City** The developer will reimburse the City \$5,000 for engineering and legal fees. It has been policy that the developer pay all review and legal fees associated with the development.
- 11) **8. Impact Fees** – The City will collect impact fees until such time the City is notified by the school districts and park district of an agreement with the developer that the City will not collect them for an agreed upon period of time.