



CITY OF DES PLAINES

ORDINANCE M- 58 98

AN ORDINANCE IN REGARD TO THE CONSTRUCTION OF
THE ZIGGY ZLOTORZYCKI HILLS AVENUE MUNICIPAL
STORM WATER SEWER EXTENSION

WHEREAS, ZIGGY ZLOTORZYCKI owns the land situated at 1576 to 1636 Hills Avenue, in Des Plaines, Illinois; and

WHEREAS, said owner has developed and is now developing the land as a sixteen (16) lot subdivision of single-family residences; and

WHEREAS, the subject land was not served by a municipal storm water sewer system and the owners requested the City to provide municipal storm water sewer services to the property; and

WHEREAS, the City of Des Plaines determined, upon advice and recommendation of its City Engineers, that it was in the best interests of the community that any storm water sewer system to serve the subject property be designed, constructed, and routed in such manner as to be capable of service for storm water removal from the subject lots; and

WHEREAS, the City of Des Plaines was unable to provide a storm water sewer system because of lack of funds for this purpose; and

WHEREAS, Ziggy Zlotorzycski offered to construct a storm water sewer system extension on the subject property upon the understanding that the City would provide by appropriate ordinance and related procedures for the Developer, Ziggy Zlotorzycski, to recapture an equitable portion of the cost thereof from other lands to benefit therefrom upon connection to the said storm water sewer line extension; and

WHEREAS, the City of Des Plaines has accepted the above offer, and the terms and conditions relating thereto were incorporated in the Recapture Agreement dated August 17, 1998, between Ziggy Zlotorzycski and the City of Des Plaines (the same will be recorded in the Office of the Recorder of Cook County); and

WHEREAS, the construction of the subject storm water sewer line extension has been fully completed by the Developer at his own expense;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: That the recitals as set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for this Ordinance.

SECTION 2: That the City Council hereby determines, as a result of the foregoing, the following:

1. The Developer, Ziggy Zlotorzycski, is entitled to recover the total cost of \$23,528.00, for the installation of the storm water sewer system line extension. The Developer warrant that all liens and material are paid.

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M/S
JW

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2. The recover time over which such right of recovery shall take place is not to exceed more than ten (10) years from the passage of this Ordinance.

3. The Developer, Ziggy Zlotorzyski, shall have the right to be paid by the owners of any properties which connect to the storm water sewer system line extension which he installed.

4. No property owner may be required to pay more than 10% of the total cost of said storm water sewer system line connection.

5. At the end of ten (10) years, the City shall become the absolute owner of said storm water sewer system line extension and by such time the Developer, Ziggy Zlotorzyski, shall no longer have the right of recovery under this Recapture Ordinance or any agreement until such time as the City has become absolute owner, any maintenance or repair of said storm water sewer system line extension shall be at Developer's expense.

SECTION 3: The Developer, Ziggy Zlotorzyski, understands and the City states that no Recapture Agreement nor this Ordinance shall obligate the City to withhold building permits or connections solely because a property benefitted by connection fails to pay its share of the cost as determined by this Ordinance.

SECTION 4: The Developer understands that neither the Recapture Agreement nor this Ordinance obligates the City to collect or to enforce collection of the amount due the installer from properties determined to be benefitted.

SECTION 5: The City is entitled, by this Ordinance and pursuant to the Recapture Agreement, to recover all Engineering and legal costs in connection with the storm water main.

SECTION 6: The storm water extension, approved by the City Engineer, shall become part of the City's storm water sewer system and shall be maintained by the City ten (10) years after the date of this Ordinance, even if ownership shall remain for some time thereafter in the name of the installer.

SECTION 7: The City determines that the benefitted properties which may later be connected to this storm water sewer system line are set forth in the sketch attached hereto as Exhibit "B" and incorporated herein by reference. These properties and the

legal description shall be recorded in the Office of the Recorder of Deeds of Cook County.

SECTION 8: That the Mayor is authorized to sign the attached Agreement dated August 17, 1998, which is attached hereto and incorporated herein by reference. Said Agreement incorporates by reference as Exhibit "A" the drawing showing the improvement and Exhibit "C" contains the legal description and PIN numbers of those properties who may connect and to which the Recapture Agreement applies.

SECTION 9: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

PASSED this 17 day of August, 1998.

APPROVED this 26 day of August, 1998.

VOTE: AYES 7 NAYS 0 ABSENT 1

Paul W. Jones
MAYOR

ATTEST:

Donna McClinton
CITY CLERK

Published in pamphlet form this 26 day of August, 1998.


Donna McClinton
CITY CLERK

Approved as to form:

David R. Wiltse
David R. Wiltse, City Attorney

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Property of Cook County Clerk's Office

Mail TO: 



Legal Department
City of Des Plaines
1420 Miner St.
Des Plaines, IL 60016

RECAPTURE AGREEMENT

THIS AGREEMENT, made and entered into this 17 day of August, 1998, by and between the CITY OF DES PLAINES, Cook County, Illinois, a municipal corporation (hereinafter referred to as the City) and ZIGGY ZLOTORZYCKI, (hereinafter referred to as Developer):

WITNESSETH:

Whereas, Developer has constructed within the City of Des Plaines a storm water sewer in accordance with and as shown on the drawing attached hereto as Exhibit "A", made a part hereof and incorporated herein by reference; and

Whereas, the City wishes to permit the Developer to own said sewer for a limited period and under the terms and conditions specified in this Agreement, and thereupon to acquire title to said sewer.

Now, therefore, it is hereby mutually agreed by and between the parties hereto, in consideration of the mutual covenants herein contained, as follows:

1. That all right, title and interest in and to the said storm sewer shall remain in Developer except as hereinafter provided.

2. That, notwithstanding that Developer shall remain owner of said sewer for the period hereinafter specified, the City shall maintain, repair and operate said storm sewer as part of the storm sewer system within the City of Des Plaines.

3. That, not later than the execution of this Agreement, Developer shall deliver to the City Engineer the following:

(A) Proof of such content and in such form as shall be satisfactory to said City Engineer, showing that all labor and material costs and all other charges relating to said sewer and the installation thereof have been fully paid, including a sworn contractor's statement and full waivers of lien in the usual form.

(B) Proof in such form and content as will be satisfactory to said City Engineer, that all necessary consents, easements and rights of way for the installation, maintenance, repair and replacement of said sewer have been granted.

4. That all the property owners in the area shown on said attached Exhibit "B" shall have the right to tap into and/or otherwise connect into said storm sewer to service said properties,

provided that Developer shall be entitled to collect from them the sum of \$19.60 per front foot for each front foot to be served by said sewer, as shown on said Exhibit "B", until the entire cost of said sewer to Developer being the sum of \$23,528.00 shall be recovered by Developer. Whenever the owners of any such property shall make application to the City for connection to said sewer, the City shall use its best efforts to inform said applicant that said fee is due and owing, and to ascertain whether or not such applicant has paid Developers the aforementioned fee attributable to his/her property, prior to issuing such a permit. Payout hereunder shall be made to ZIGGY ZLOTORZYCKI. It is understood and agreed, however, that the City shall not be obligated to deny such connection permit, or building permit or any other permit to the applicant merely because said fee has not been paid to Developer. Developer shall supply the City Engineer with the annual report in writing showing which properties on said Exhibit "B" have paid said connection charges, together with amounts paid, and, upon the request of the City, shall supply to the City such information relating to such connection fees as may be reasonably required by the City from time to time.

5. That when the full cost of \$23,528.00 shall have been recovered by Developer or in any event on the 17th day of August 2008, whichever shall first occur, the City shall automatically become the owner of all right, title and interest in and to said sewer and all of Developer's rights, title and interest in and to thereto shall be deemed thereupon transferred, assigned and conveyed to the City together with all easements rights of way pertaining thereto, without need for any further documents of transfer or other acts whatsoever.

6. That Developer represents and warrants to the City that said sewer is free and clear of any and all liens, claims and encumbrances whatsoever, and agree that said sewer shall remain so during the term of this Agreement.

7. That Developer shall not assign any of its rights under this Agreement, and shall not transfer, assign or convey any part of its right, title or interest in and to said sewer (or any of the easements or rights of way pertaining thereto) except to the City under paragraph 5 above.

8. That Developer does hereby agree to indemnify and hold harmless the City, its officers, agents, employees, successors or assigns, from any and all claims or damages to real or personal property, and from injuries or death suffered to any person, by reason of said sewer, its construction or installation.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

CITY OF DES PLAINES, a municipal corporation

By: Paul W. Jay

ATTEST:

[Signature]
CITY CLERK

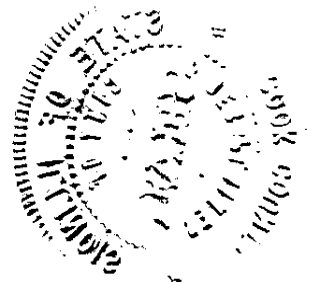
[Signature]
ZIGGY ZLOTORZYCKI

City of Des Plaines
JASO
E. Franklin IL

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Property of Cook County Clerk's Office



MAIL TO:

Legal Department
City of Des Plaines
1420 Miner St.
Des Plaines, IL 60016

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9-16-100 (9-16-100)

"C"



LEGAL DESCRIPTION

The following are lots that are eligible for recapture:

Lots 4, 5 & 6 in Block 3 in the River & Rand Road Subdivision of Lots 1 to 8 in Block 18 and Lots 1 to 13 in Block 19 in Park Addition, in Section 16 Township 41 Range 12 east of the third principal meridian in Cook County, Illinois.

PIN Nos. 09-16-104-004, 09-16-104-005 & 09-16-104-006

Lots 24, 25, 26 & 27 in Block 2 in the River & Rand Road Subdivision of Lots 1 to 8 inclusive in Block 18 and Lots 1 to 13 inclusive in Block 19 in Park Addition, in Section 16 Township 41 Range 12 east of the third principal meridian in Cook County, Illinois.

PIN Nos. 09-16-103-021, 09-16-103-022, 09-16-103-023 & 09-16-103-024

Lots 7, 8 & 9 in Block 3 in the River Rand Road Subdivision of Lots 1 to 8 inclusive in Block 18 and Lots 1 to 13 inclusive in Block 19 of Park Addition to Des Plaines, in Section 17 Township 41 North of Range 12 east of the third principal meridian in Cook County, Illinois.

PIN Nos. 09-17-104-001, 09-17-104-002 & 09-17-104-003.

Lots 18, 19, 20, 21, 22 & 23 in Block 2 River Rand Road Subdivision of Lots 1 to 8 inclusive in Block 18 and Lots 1 to 13 inclusive in Block 19 of Park Addition to Des Plaines, in Section 17 Township 41 Range 12 east of the third principal meridian in Cook County, Illinois.

PIN Nos. 09-17-103-004, 09-17-103-016, 09-17-103-017, 09-17-103-018
09-17-103-019 & 09-17-103-020

EXHIBIT "C"