

VILLAGE OF RICHMOND
5600 HUNTER DRIVE
SPECIAL BOARD MEETING NOTICE
OCTOBER 6, 2025
AGENDA
7:00 PM

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. PUBLIC COMMENTS
5. NEW BUSINESS:
 - a. Motion to approve the Petition for Reclassification and Zoning Map Amendment by Hunt Club Estates LLC (property owner) and KLM Builders Inc. (contract purchasers) relating to 5600 Golden Hawk Rd. for change of zoning from General Business (GB) to High Density Residential (R-3) to construct Townhomes
 - b. Motion to approve the Development Agreement for The Townhomes at Sunset Ridge in Richmond, McHenry County, Illinois, subject to attorney approval, and authorize the Village President to execute said agreement
6. PRESIDENT'S COMMENTS
7. TRUSTEE COMMENTS
8. ADJOURNMENT

POSTED: October 3, 2025

**DEVELOPMENT AGREEMENT FOR
THE TOWNHOMES AT SUNSET RIDGE IN RICHMOND,
MCHENRY COUNTY, ILLINOIS**

THIS Development Agreement (the "Agreement") is made this _____ day of _____, 2025, between KLM Builders, Inc. hereinafter referred to as "DEVELOPER," and the VILLAGE OF RICHMOND, McHenry County, Illinois, hereinafter referred to as the "VILLAGE."

RECITALS

WHEREAS, the VILLAGE is an Illinois municipal corporation organized and existing pursuant to Illinois law.

WHEREAS, the DEVELOPER is the owner of approximately 5.6 acres of land in the VILLAGE, said land described on Exhibit A attached hereto and incorporated herein, hereinafter called "SUBJECT LAND."

WHEREAS, the DEVELOPER desires to subdivide and develop this SUBJECT LAND for multi-family residential subdivision purposes.

WHEREAS, the SUBJECT LAND to be developed is presently zoned R-3 Multi-Family Residential, which allows the above development.

WHEREAS, the DEVELOPER and VILLAGE desire to enter into this Agreement in order to ensure that the DEVELOPER will make and install all Public Improvements (as hereinafter defined) and further, that the DEVELOPER shall dedicate the Public Improvements to the VILLAGE and the VILLAGE shall accept the Public Improvements provided that said Public Improvements are constructed to VILLAGE specifications, all applicable government regulations, and this Agreement, without cost to the VILLAGE unless otherwise set forth herein.

WHEREAS, the DEVELOPER proposes to construct the multi-family residential subdivision, as set forth on the preliminary Plat of Subdivision, attached hereto as Exhibit B and incorporated herein, (the "Development").

WHEREAS, the DEVELOPER agrees to establish erosion control measures as required by the VILLAGE.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **RESTATEMENT OF RECITALS.** The Recitals set forth hereinabove are restated in the text of this Agreement by reference as if set forth in full, herein, and as such constitute agreements by and between the parties made part and parcel of this Agreement.

2. APPROVAL OF PLAT. Notwithstanding any action taken by the VILLAGE in approving the Plat of Subdivision, final approval shall not be effective prior to the date upon which this Agreement is executed. If action is taken by the VILLAGE prior to the date upon which this Agreement is executed by the parties, upon execution of this Agreement by the parties, the Village Clerk shall inscribe the Plat of Subdiv as approved, pursuant to state and local regulations. Upon execution of the Plat of Subdivision, the DEVELOPER shall record the Plat of Subdivision in the office of the Register of Deeds in and for McHenry County.

3. FINAL ENGINEERING PLANS AND PERMITS. In addition to any other requirements set forth in this Agreement and prior to the commencement of any construction or any other work on the Development, the DEVELOPER shall submit final engineering plans for review and approval by the Village Administrator and the Village's Engineer. Prior to the construction of any site work or buildings, the DEVELOPER shall obtain the necessary permits from the VILLAGE.

All roads and streets, surface and stormwater drainage facilities, water supply facilities, sanitary sewers, street lighting, signage, and traffic control systems and/or devices that are required to serve the entire Development (the "Public Improvements") shall exclude any sidewalks within the Development. The installation of all sidewalks shall be DEVELOPER'S obligation and shall be installed after each building is completed. A final occupancy permit shall not be issued by the VILLAGE until completion of the sidewalks pursuant to the VILLAGE's ordinances. However, should DEVELOPER determine that installation of the sidewalks should be delayed due to weather, DEVELOPER shall submit a written request to the VILLAGE outlining the delay and the time in which the sidewalks will be installed. If approved, said approval must be in writing from the Village Administrator. A temporary occupancy permit may be issued by the VILLAGE for the time period of any approved delay and shall expire at the end of the delay period.

4. EROSION CONTROL WORK. Prior to the commencement of any construction or site grading work in the Development, the DEVELOPER shall complete all soil erosion control work, including all erosion control measures as provided in the plans and specifications or those required by the VILLAGE. If at any point should the VILLAGE inspect these erosion control measures and find that repairs or silt removal is necessary, the VILLAGE shall call or provide written notice to the DEVELOPER and the DEVELOPER shall make said repairs within 72 hours.

5. TOWNHOME ASSOCIATION. The multi-family units within the Development shall be governed by a Declaration of Covenants, Conditions, and Restrictions ("CCR's"). The form and substance of all CCR's affecting the SUBJECT LAND shall be subject to review and approval by the Village Administrator prior to any final subdivision plat approval for the SUBJECT LAND. The CCR's shall minimally a) provide for the formation of a property owners association ("POA", or "Association") that is managed and funded initially by the Developer and ultimately, owners of the individual units; b) be responsible for the ownership of and the maintenance of any landscaping and monument signs and all associated landscaping; and c) provide for the right but not the

obligation for back up enforcement of the CCR's by the Village including reimbursement of the Village for any and all costs incurred in enforcing the CCR's, including reasonable attorney's fees. Should the POA fail to perform its maintenance obligations, the Village may, but shall not be obligated to, perform this work, and costs incurred in connection therewith shall be assessed against the owner(s) of the property in the property owners' association through a Special Service Area. The DEVELOPER agrees to consent to establish said Special Service Area prior to issuance of a building permit for the first dwelling unit, provided the Village agrees that it will only levy against the SSA in the instance, after notice and opportunity to correct, the failure to perform the POA's maintenance obligations.

The CCR's shall be submitted to the Village Administrator, as part of the final engineering plans and Plat of Subdivision approval process and will be subject to the Village Administrator and Village Attorney review and approval. The CCR's shall be recorded immediately after the recording of the Plat of Subdivision, and the Village may withhold building permits until such time as the CCR's are properly recorded. The approved restrictive covenants shall not be revised to avoid these maintenance obligations, rental restrictions, or in any way that will adversely affect the Village's rights, nor shall the property-owners' association be dissolved, without the prior written consent of the Village.

6. IMPROVEMENTS.

6.1. Prior to the start of construction of Public Improvements in accordance with the approved final engineering plans, the DEVELOPER shall provide the VILLAGE written certification from the DEVELOPER'S Engineer that all public street plans, surface and storm water drainage facilities and erosion control plans, water supply facilities and sanitary sewage facilities plans are in conformance with all applicable Federal, State, County and/or Village specifications, regulations and ordinances. Such certification may be provided through the signature of an Illinois Licensed Engineer on civil engineering for such improvements.

6.2. When the DEVELOPER constructs the Public Improvements of the Development, the DEVELOPER shall grade, furnish, install and provide all planned public road, stormwater, water supply and sanitary sewage facilities in accordance with the approved final engineering plans and Plat of Subdivision and with the approved documents, plans, and specifications on file with the VILLAGE.

6.3. When the DEVELOPER constructs the Public Improvements for the Development in accordance with the approved final engineering plans, the DEVELOPER shall furnish or arrange all labor, services, and materials for the construction and completion of the Public Improvements. The Parties acknowledge and agree that the DEVELOPER may have any and/or all Public Improvements constructed and supplied by various contractors, selected and/or employed by the DEVELOPER.

6.4. When the DEVELOPER constructs the Public Improvements of the Development in accordance with the approved final engineering plans, the DEVELOPER shall install all electrical, telephone, cable, and gas utilities underground in such a manner as to make adequate service available to each Lot. Coordination of installation and all costs shall be the responsibility of the DEVELOPER.

6.5. The DEVELOPER shall provide any easements on the Lots and Public Improvements deemed reasonably necessary by the VILLAGE before the final Plat of Subdivision is signed or cause such easements to be placed on the final Plat of Subdivision.

6.6. The DEVELOPER shall properly place and install any lot, block or other survey monuments required by VILLAGE Ordinance.

7. SURFACE AND STORM DAMAGE.

7.1. Prior to the start of construction of any improvements of the Development in accordance with the approved final engineering plans, the DEVELOPER shall have his Engineer prepare a comprehensive storm water management plan for the Development. This plan, at minimum, shall include the following:

- Finish ground grades at Lot corners, building pad and first floor elevation.
- Easement locations and widths
- Direction of storm water flow on each Lot
- Storm water facilities (i.e. catch basins, pipes, culverts, ponds, etc.)

7.2. All surface and storm water drainage facilities throughout the SUBJECT LAND shall have adequate capacity to transmit the anticipated flow from the SUBJECT LAND in conformance with all applicable Federal, State, County and/or Village specifications, regulations and ordinances.

8. STREET LIGHTING, SIGNAGE AND TRAFFIC.

8.1. Streetlights for the Development shall be installed at DEVELOPER'S cost and shall conform to VILLAGE standards. The streetlights shall be dedicated to the VILLAGE and shall be in close conformity in size and construction to those within the adjacent Sunset Ridge Subdivision. All plans shall be submitted to and approved by the VILLAGE prior to installation. Following installation and upon the VILLAGE's written acceptance of the Public Improvements, said lights shall be deemed the property of the VILLAGE and the VILLAGE shall maintain the same.

8.2. During construction and until the VILLAGE's written acceptance of the Public Improvements, it shall be DEVELOPER'S responsibility to keep all streets in the SUBJECT LAND and any adjacent street clean. DEVELOPER may

use any reasonable method to clean the streets. All such streets shall be cleaned as necessary.

9. DEVELOPER'S LANDSCAPING RESPONSIBILITIES. In addition to any other requirements set forth in this Agreement and prior to the commencement of any construction or any other work on the Development, the DEVELOPER shall submit a landscape plan for review and approval by the Village Administrator and the Village's Engineer. Tree plantings, sod installation, and grass seeding on each Lot shall be completed by the DEVELOPER, after the construction of each building and final grading for said building are completed. A final occupancy permit shall not be issued by the VILLAGE until completion of the landscaping pursuant to the VILLAGE's ordinances. However, should DEVELOPER determine that installation of the landscaping should be delayed due to weather, DEVELOPER shall submit a written request to the VILLAGE outlining the delay and the time in which the landscaping will be installed. If approved, said approval must be in writing from the Village Administrator. A temporary occupancy permit may be issued by the VILLAGE for the time period of any approved delay and shall expire at the end of the delay period.

10. BUILDING PERMIT FEES. Before starting construction or any other work on the Development, the DEVELOPER shall have completed the following items:

1. Executed this Development Agreement.
2. Provided the required easements.
3. Recorded the final Plat of Subdivision.
4. Provided and received approval from the VILLAGE of all plans and specifications for the Development.
5. Surety and insurance are in place.
6. Attend a VILLAGE preconstruction meeting.

The DEVELOPER shall pay the VILLAGE for all engineering inspections and review related to the design, plats of survey and construction of the Development. Fees for such inspections and reviews are not to exceed \$25,000.00 dollars.

The DEVELOPER and the VILLAGE agree that the following fees shall be due and payable at the time of permit issuance for each building.

- **Building Permit Fees** _____
- **Sewer & Water Tap-On Fees** _____
- **Library Fee** _____
- **RTFD Fee** _____

There shall be no School Impact Fees for this Development.

11. BUILDING REQUIREMENTS.

11.1. This Agreement shall be construed under the laws of the State of Illinois.

11.2. DEVELOPER may construct up to a maximum of thirty-seven (37) Townhome Units, with a maximum height of thirty-two (32) feet from the finished grade at the front of the building to the tallest roof ridge line.

11.3. The DEVELOPER may construct up to four (4) model homes on a Lot of DEVELOPER'S choice within SUBJECT LAND.

12. GAURANTEES OF IMPROVEMENTS. The DEVELOPER shall guarantee prior to the VILLAGE's final written acceptance of the public streets, surface and storm water drainage facilities, sanitary sewer facilities, water supply facilities, and all Public Improvements of the Development as described in Section 2, against defects due to faulty materials and/or workmanship provided that such defects appear within a period of one (1) year from the date of written acceptance by the VILLAGE. The DEVELOPER shall pay for any damages to VILLAGE property and/or Public Improvements within such one (1) year period resulting from such faulty materials and/or workmanship.

13. ACCEPTANCE OF WORK.

13.1. When the DEVELOPER shall have completed the Public Improvements required, the DEVELOPER shall notify the VILLAGE and the same shall be inspected by the VILLAGE and a report, in writing, shall state if said the Public Improvements have been completed as required by this AGREEMENT and as required by the VILLAGE guidelines, specifications, regulations, laws and ordinances. Any items that have not been completed or have not been completed as required shall be remedied within ninety (90) days of the report. This process shall continue until all Public Improvement have been completed as required by this AGREEMENT and as required by the VILLAGE guidelines, specifications, regulations, laws and ordinances. Only then shall the VILLAGE take formal action to accept the Public Improvements, which shall take place no later than sixty (60) days after such Public Improvements have been completed and the DEVELOPER has notified the VILLAGE as set forth above.

13.2. Upon acceptance of all Public Improvements of the Development by the VILLAGE and after expiration of the one (1) year guarantee of Public Improvements as set forth in Section 11 above, the VILLAGE accepts all responsibility for inspection, maintenance, and upkeep of the Public Improvements, and the DEVELOPER shall be relieved of all responsibility for inspection, maintenance and upkeep of said Public Improvements. The VILLAGE will not perform repair, maintenance or snow plowing/removal on any Public Improvements until formally accepted in writing by the VILLAGE.

13.3. The DEVELOPER will provide to the VILLAGE, at the DEVELOPER'S expense, final and official as-built plans of the Development, including the Public Improvements.

14. DEDICATION OF IMPROVEMENTS. Subject to all of the other provisions of this Agreement, the DEVELOPER shall, without charge to the VILLAGE, upon completion of the above described Public Improvements and after written acceptance by the VILLAGE Board, unconditionally give, grant, convey, and fully dedicate the roads and streets, surface and storm water drainage facilities (including all stormwater detention ponds located in the out lots of the Development,) water supply facilities, sanitary sewer facilities and street lighting and signage to the VILLAGE, it's successors and assigns, forever, free and clear of all encumbrances, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, machinery, equipment, appurtenances and any other property which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, the VILLAGE shall have the right to connect or integrate other improvements as the VILLAGE decides, with no payment or consent required of the DEVELOPER.

15. SURETY.

15.1. Prior to the start of any construction or any other work on the Development and as security for the performance of the covenants contained herein, the DEVELOPER shall provide the VILLAGE surety in the form of Cash or an irrevocable Letter of Credit issued by a reputable Bank or Insurance Company licensed in the state of Illinois having assts in excess of \$100,000,000. The surety instrument shall renew automatically and shall remain in full force and effect until acceptance by the VILLAGE.

15.2. The amount of such surety shall be one hundred twenty percent (120%) percent of the total of the DEVELOPER'S contract price for the Public Improvements set forth on the final engineering plans or the cost of the Public Improvements as determined by the Village's Engineer and approved by the Village Administrator, whichever is higher. DEVELOPER shall provide such contract prices to the VILLAGE.

15.3. The DEVELOPER shall provide three (3) copies of the final surety instrument to the VILLAGE. When requested by the DEVELOPER which request shall be made no more than once every six (6) months, the VILLAGE shall periodically reduce the surety amount by the value of Public Improvements previously completed or issue a denial informing the DEVELOPER specifically as to what corrections are necessary to allow the reduction. Any request for a reduction will be denied in the event the DEVELOPER is indebted to the VILLAGE or otherwise in violation of this Agreement and/or VILLAGE ordinances, until such time as the violations are corrected or payment made. After final completion and acceptance of the Public Improvements of the Development, the VILLAGE agrees to further reduce the surety to the amount required to secure performance of the guarantee.

16. AGREEMENT TO PROCURE INSURANCE. DEVELOPER agrees to procure and maintain for the life of this Agreement insurance in amounts and forms

acceptable to the VILLAGE. Evidence of all insurance required shall be provided to the VILLAGE prior to the DEVELOPER'S starting construction or any work on the Development.

Worker's Compensation insurance shall be procured and maintained by DEVELOPER and/or DEVELOPER'S Subcontractor's during the life of this Agreement as required by law.

DEVELOPER agrees to obtain liability and property damage insurance coverage covering the operations performed in the amount of two million dollars (\$2,000,000.00), which policy and/or policies shall contain contractual indemnity and Hold Harmless Agreement and shall list the VILLAGE as an additional insured. DEVELOPER shall submit certificates of insurance to and obtain written approval from the VILLAGE prior to beginning construction or any work on the Development. Said certificates shall also provide that any cancellations are not effective at releasing the carrier/s of any liabilities arising from this Agreement without at least thirty (30) days' prior written notice of cancellation provided to both the VILLAGE and DEVELOPER.

Said insurance policies shall provide that no such policies shall be cancelled prior to the expiration date unless the issuing company should mail notice of cancellation to the VILLAGE thirty (30) days prior to the effective date of such cancellation. The VILLAGE shall be listed as an additional insured on all policies called for by this AGREEMENT.

In all contracts entered into by DEVELOPER or his agents for improvements within the VILLAGE, the DEVELOPER shall require each contractor and subcontractor to obtain and maintain similar policies with the same limits, stipulated above.

The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate this AGREEMENT unless promptly replaced with like coverage, with proof of such replacement of coverage provided to the VILLAGE.

17. INDEMNITY AND HOLD HARMLESS AGREEMENT.

DEVELOPER agrees to indemnify and hold harmless the VILLAGE, its agents, and employees from any and all claims of all persons, entities or the like for damage of any kind relating to injury, death, or property damages arising directly or indirectly from the operations of the DEVELOPER under this Agreement by reason of negligent or wrongful conduct, in whole or in part of DEVELOPER or any of its servants, employees, personnel, agents, representatives, and/or independent contractors.

This Indemnity and Hold Harmless Agreement shall be applicable regardless of any provision of immunity provided by law.

18. RESPONSIBILITY, SAFETY AND PROTECTION. In relation to all construction, including any Public Improvements:

The DEVELOPER shall be solely responsible in the performance of its work in compliance with all Federal, State and Local laws and regulations. The DEVELOPER shall provide all

safeguards, safety devices and protective equipment and shall be responsible for initiating, maintaining and supervising all safety precautions and programs utilized by the DEVELOPER and their subcontractors in the performance of their work.

19. REMEDIES AND RISK. In the event either party fails to comply with any provisions of this AGREEMENT, either party shall have the right and all legal remedies available. The defaulting party shall be responsible for all costs associated with such default including, but not limited to, costs of litigation, engineering fees and/or attorney's fees.

The risk of loss or damage of any kind whatsoever to materials stored on SUBJECT LAND which are to be incorporated into the project, and the risk of damage or destruction to the SUBJECT LAND or any part thereof, at any time prior to completion and acceptance of the work to be performed under this Agreement, is assumed by the DEVELOPER.

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

VILLAGE OF RICHMOND:

Toni Wardanian, Village President

ATTEST:

Karla Thomas, Village Clerk

KLM BUILDERS, INC.

By: _____
Its: _____

STATE OF ILLINOIS)
)
COUNTY OF _____)

I, _____, a Notary Public in and for said county, in the state aforesaid, do hereby certify that _____ as _____ of KLM BUILDERS, INC., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2025.

Notary Public