

DIVISION 4 - FORM AND CONTENT

SEC. 16.4-1 CONCEPT PLAN. Concept Plan shall be drawn to engineering scale and shall show the conceptual layout of the proposed subdivision or planned unit development including the general layout of streets, drainage, sewerage, and land uses and the present location of major natural features such as streams and lakes.

SEC. 16.4-2 PRELIMINARY PLANS AND SUPPORTING MATERIAL.

SEC. 16.4-2.1 GENERAL. The owner or developer submitting a Preliminary Plan shall submit all information required by this Section in the form specified. Failure of an owner or developer to provide this information in the form required shall be sufficient grounds for the Town to refuse to accept the filing of a Preliminary Plan or to reject the Preliminary Plan at any stage in the review and approval process and, in addition, shall constitute a violation of this Code.

SEC. 16.4-2.2 MINIMUM AREA INCLUDED IN PRELIMINARY PLAN. A Preliminary Plan shall include not less than all contiguous property in common ownership or unified control.

SEC. 16.4-2.3 REQUIRED FORM AND CONTENT OF A PRELIMINARY PLAN AND SUPPORTING DOCUMENTS. Plans, drawings, surveys, maps, schematics, and comparable material shall be submitted in the form and content as specified in Section 1.05 of "A Manual of Practice for the Design of Public Improvements in the Town of Normal".

SEC. 16.4-3 PUBLIC IMPROVEMENT ENGINEERING PLANS AND SPECIFICATIONS.

SEC. 16.4-3.1 GENERAL. The owner or developer submitting public improvement engineering plans and specifications shall submit all the information required by this Section. Failure of an owner or developer to provide this information shall be sufficient grounds for the Town to refuse to accept the filing of public improvement engineering plans and specifications, to reject the plans and specifications at any stage in the review and approval process, to reject a Final Plat depicting lots or outlots served by such public improvements.

SEC. 16.4-3.2 MINIMUM MATERIAL SUBMITTED. Engineering plans and specifications shall be submitted for all public improvements proposed in or necessary to serve lots depicted in an approved Preliminary Plan or portion thereof. Such materials shall include, without limitation, plans, profiles, standard details, and special details drawn in sufficient detail and supported with sufficient data to make possible a complete and accurate determination of the extent of compliance or non-compliance with the Town's Manual of Practice for the Design of Public Improvements.

SEC. 16.4-4 FINAL PLAT.

SEC. 16.4-4.1 GENERAL. The owner or developer submitting a Final Plat shall submit all information required by this Section in the form specified. Failure of an owner or developer to provide this information in the form required shall be sufficient grounds for the Town to refuse to accept the filing of a Final Plat or to reject the Final Plat in any stage of the review and approval process.

SEC. 16.4-4.2 AREA INCLUDED IN A FINAL PLAT.

- A. A Final Plat shall not include any area not included in an approved and then valid Preliminary Plan unless an exemption of the Preliminary Plan requirements of SEC. 16.3-2 of this Code has been approved by the Town Council in accordance with SEC. 16.3-5.6 of this Code.
- B. A Final Plat shall not depict any public improvements or lots served by, which are to be served by, or which under this Code require service by public improvements unless the public improvement engineering plans and specifications for such public improvements have been submitted, reviewed and approved;

SEC. 16.4-4.3 REQUIRED FORM AND CONTECT (OF FINAL SUBDIVISION PLATS AND SUPPORTING DOCUMENTS). Final Plats, certificates, and comparable material shall be submitted in the form and content as specified in Section 1.05 of “A Manual of Practice for the Design of Public Improvements in the Town of Normal”.

SEC. 16.4-5 FINAL DEVELOPMENT PLAN FOR PLANNED UNIT DEVELOPMENTS. Refer to SEC. 15.9-11 of this Code.

SEC. 16.4-6 PAYMENT, PERFORMANCE AND WORKMANSHIP GUARANTEES.

SEC. 16.4-6.1 FINAL PLAT PUBLIC IMPROVEMENT PAYMENT, PERFORMANCE AND WORKMANSHIP BOND.

- A. Nature of the Obligation. Any owner, developer or subdivider shall submit a Final Plat Public Improvement Payment, Performance and Workmanship Bond obligating the signer(s) to do each of the following:
 - 1. Install all public improvements depicted or an approved preliminary plan, engineering plans and specifications or final plat.
 - 2. Pay all plan review and inspection fees.
 - 3. Prepare and submit to the Town one (1) complete set of plans showing such required land improvements as actually installed in the manner described in SEC. 16.4-7.

All public improvements shall be completed within two (2) years following the approval of the Final Plat by the President and Board of Trustees of the Town, and prior to acceptance of the improvements for maintenance. In addition, the execution of the subdivider's Final Plat Public Improvement Payment, Performance and Workmanship Bond shall obligate the signer(s) to guarantee the improvements against faulty materials and workmanship for a period of one (1) year following acceptance of the improvements for maintenance by the President and Board of Trustees of the Town.

B. Penal Amount of Bond and Security.

1. Penal Amount. The penal amount of the Final Plat Public Improvement Payment and Performance and Workmanship Bond shall be the higher of the following:
 - a. If some or all of the improvements have been installed, inspected, and approved, then one hundred percent (100%) of the estimated cost of those improvements not installed and inspected, plus ten percent (10%) of the Town Engineer's estimate for all improvements, shall be held as security until all improvements have been accepted for maintenance by the Town Council. At this time, the security shall be reduced to ten percent (10%) of the Town Engineer's estimate and held for the one (1) year guarantee period for materials and workmanship. Also the owner or developer must pay all plan review and inspection fees not paid and prepare all record drawings not then submitted.
 - b. If none of the improvements have been installed, then one hundred and ten percent (110%) of the Town Engineer's estimate of the cost of installing all public improvements shall be required to guarantee the materials and workmanship. This amount may be reduced to ten percent (10%) of the Town Engineer's estimate upon acceptance of the improvements for maintenance.
2. Security. The Final Plat Public Improvement Payment, Performance, and Workmanship Bond shall be secured in one of the following ways:
 - a. By posting a cash escrow amount in a local bank or savings and loan association in the amount specified in SEC. 16.4-6.1(B)(1) as adjusted by any releases authorized pursuant to SEC. 16.4-6.1(D).
 - b. By posting a renewable irrevocable letter of credit in the amount specified for a minimum of two (2) years in SEC. 16.4-6.1(B)(1) from a local bank or savings and loan association naming the

Town as a beneficiary thereof. The minimum of two (2) year term renewal with two (2) months notice to Town prior to expiration.

C. Form of Bond and Security Documents.

1. The form of the Final Plat Public Improvement Payment, Performance and Workmanship Bond secured by cash escrow is provided in Exhibit G.
2. The form of the Final Plat Public Improvement Payment, Performance and Workmanship Bond secured by an irrevocable letter of credit is as provided in Exhibit H.

D. Releases from Escrow Accounts Posted as Security. As installation of public improvements progresses, and is inspected and approved by the Town Engineer, releases from such escrow accounts, including interest accumulated thereon, may be authorized by the Town Engineer in writing, based upon his estimate of the cost for work completed, inspected and approved, provided however, no release shall be made which would reduce the escrow account to an amount less than ten (10) percent of the Town Engineer's original estimate of the cost of installing all public improvements, paying all plan review and inspection fees and preparing as-built plans until all public improvements in the subdivision have been accepted for maintenance by the President and Board of Trustees of the Town, at which time the escrow account shall be released to an amount of not less than five percent (5%) of the Town Engineer's original estimate of cost. Funds then remaining in the escrow account may be released one (1) year after official action by the President and Board of Trustees of the Town of Normal accepted the subdivision for maintenance or on such later date as any written claim against the escrow account by the Town is finally resolved.

SEC. 16.4-6.2 ADJACENT SUBSTANDARD ROADWAY IMPROVEMENT GUARANTEE AND SECURITY.

- A. Nature of the Obligation. Any owner, developer, or subdivider developing a subdivision bordering on one or more roadways is obligated to contribute one-half (1/2) the cost of improving such roadway or roadways on all streets, the obligation shall endure for ten (10) years from the date the Final Plat is recorded unless:
1. The developer or subdivider builds the half of the street adjacent to his development in which case the developer shall have no obligation, or
 2. The Town obtains the right-of-way and Adjacent Substandard Roadway Improvement Guarantee and security for the roadway opposite the development, in which case the developer or subdivider's obligation shall be limited to ten (10) years from the date the Final Plat is recorded.

B. Guarantee and Security.

1. Security. The Adjacent Substandard Roadway Improvement Guarantee shall be secured in one of the following ways:
 - a. By posting a cash reserve account with the Town of Normal in the amount determined by SEC. 16.4-6.2(A) as adjusted by releases authorized pursuant to SEC. 16.4-6.1(D).
 - b. By posting an irrevocable letter of credit in the amount determined by SEC. 16.4-6.2(A) from a local bank or savings and loan association naming the Town as beneficiary thereof.
2. Form of Guarantee.
 - a. The form of the Adjacent Substandard Roadway Improvement Guarantee secured by cash escrow is as provided in Exhibit I.
 - b. The form of the Adjacent Substandard Roadway Improvement Guarantee and Security secured by an irrevocable letter of credit is as provided in Exhibit J.

SEC. 16.4-7 RECORD DRAWINGS.

SEC. 16.4-7.1 GENERAL. After completion, inspection and approval of all public improvements, but prior to acceptance of the public improvements for maintenance, the owner or developer shall submit all information required by this Section in the form specified in the Manual of Practice. Failure of an owner or developer to provide this information in the form required shall be sufficient grounds for the Town to refuse to release the subdivider from his or its Final Plat Public Improvement Payment, Performance and Workmanship Bond; Adjacent Substandard Roadway Improvement Guarantee or to release the security or reserve for such bond, bonds or guarantee, and shall constitute a violation of this Code.

SEC. 16.4-7.2 REQUIRED FORM. As-built plans shall consist of photographic reproduction mylar with a maximum size of 24" by 36" and the corresponding digital computer-aided-drafting files in the specified version and format of AUTOCAD on a 3.5" floppy diskette.

SEC. 16.4-7.3 REQUIRED CONTENT. As-built plans shall provide the content required for public improvement engineering plans and specifications (specified in SEC. 16.4-3.3) but shall accurately depict the plans, profiles, standard details and special details as actually installed, inspected and approved, rather than as proposed.

SEC 16.4-8 RESERVED.