



DEKALB COUNTY
PLANNING / ZONING / BUILDING DEPARTMENT
110 E. Sycamore St., 4th Floor
Sycamore, IL 60178-1497
815-895-7188
www.dekalbcounty.org

Site Development Permit Instructions

Site Development Permit Submittal Checklist:

Full

- Permit application form filled out completely
- Two (2) sets of the stormwater management plans and materials, prepared by and bearing the stamp and seal of a registered professional engineer (see section 30-167.3 of the DeKalb County Code for plan requirements)
- Two (2) copies of the Cost Estimate. The project engineer needs to provide a cost estimate of all the grading/land disturbing work associated with the project.
- Financial Guarantee. A financial guarantee for an amount equal to 120% of the engineer's cost estimate is to be submitted, in the form of either a cashier's check or letter-of-credit. (A sample letter-of-credit template is attached.) The financial guarantee will be returned upon the successful completion of the approved grading work.
- Fee: \$1,000 (due at time of submission)

Waiver

- Permit application form filled out completely
 - Two (2) sets of site plans showing existing and proposed structures, land features, grade changes, etc.
 - Two (2) copies of a written statement providing a description of the project and the applicant's reasoning for requesting the waiver
 - Fee: \$200 (due at time of submission)
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What Happens Next?

The DeKalb County Engineer and personnel from the DeKalb County Planning Department will review your submission to ensure compliance with the regulations in Chapter 30 of the DeKalb County Code. When the Site Development Plans have been approved, the applicant will receive a letter of Plan Approval from the DeKalb County Engineer, which will serve as the Site Development Permit. The applicant shall copy and post the letter in a weather-proof covering in plain view at the Development Site.

OFFICE USE ONLY

SD - _____ - _____

Bldg. Permit # _____

Zoning District _____

Fee \$ _____

Receipt # _____

Application for a Site Development Permit

Date of Application _____

Applicant _____

Applicant's Address _____ City _____ Zip _____

Applicant's Telephone Number _____

Applicant's Interest in Property: Owner _____ Contractor _____ Other _____

Owner of Record _____

Location of Property where project will take place _____

Parcel Number(s) _____ Size of Parcel(s) _____ Acres

Type of Site Development Permit (Please Check): _____ Full _____ Waiver

Please Describe, in detail, the proposed Site Development Project for which this application will be processed:

_____/_____/_____
Signature of Owner or Applicant Date Application Received By

Irrevocable Stand-by Letter of Credit No. (Letter of Credit number)

BENEFICIARY:

DeKalb County
110 E. Sycamore Street
Sycamore, IL 60178
Attention: County Planning Director

Date: _____

By the order of:

(Petitioner Name): _____

AMOUNT (USD) \$ _____

(Address): _____

EXPIRATION DATE: _____

We, (Issuing bank's name) hereby issue in your favor, Irrevocable Stand-by Letter of Credit No. (Letter of Credit number), for the account of (applicant's name), for an amount or amounts not to exceed in the aggregate US dollars \$(Amount) available at sight in accordance with the terms set forth herein:

- 1) **DRAWS.** Credit may be drawn by the County by presentation to (Issuing bank's name), by a written demand signed by one of the following officers of the DeKalb County in their official capacity (County Administrator, Deputy County Administrator, or Planning Director) attesting that:

The amount of USD \$ _____ is hereby drawn under (Issuing bank's name) Letter of Credit Number (Letter of Credit number) because: (Applicant's name) is in default of Section 30-7 of the DeKalb County Code, for non-compliance with the approved grading plan for Site Development Permit #: SD-_____-_____.

- 2) **REDUCTION OF STATED AMOUNT.** The principal amount of the Letter of Credit may be reduced, prior to the then current expiration date, upon presentation to (Issuing Bank's name) of a written statement from the DeKalb County, signed by one of the following officers of the DeKalb County in their official capacity (County Administrator, Deputy County Administrator, or Planning Director), certifying the dollar amount of such reduction. Any request for a reduction shall be accompanied by a revised Engineers Opinion of Probable Costs outlining the estimated costs of the remaining improvements covered by this Letter of Credit No. (Letter of Credit number), and in no case shall this Letter of Credit be reduced to an amount less than One Hundred Twenty Percent (120%) of the costs of completion of remaining improvements.
- 3) **INITIAL PERIOD AND AUTOMATIC ROLLOVER.** This Letter of Credit will expire on (expiration date), provided however, (Issuing bank's name) shall notify the DeKalb County Planning Director, by certified mail, return receipt requested, at the above address shown, at least 60 days prior to said expiry date, that said Letter of Credit is about to expire. The Letter of Credit shall be deemed automatically extended without amendment for one or more additional one (1) year periods running (each such additional period being referred to as a "rollover period") from the initial expiration date or any future expiration date. In no event shall this Letter of Credit expire except upon 60 days prior written notice to the DeKalb County Planning Director as stated above, it being expressly agreed by (Issuing Bank's name) that the above expiration date shall be extended so as to comply with this notice provision.
- 4) **NONCONFORMING DEMANDS.** If a demand for payment by the County hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, (Issuing bank's name) must give prompt notice to the County that the demand for payment does not conform to the terms and conditions of this Letter of Credit. Such notice must state the reasons the demand does not conform. Upon being notified that a demand for payment does not conform, the County may correct the nonconforming demand for by issuing a new demand on or before the expiration date.
- 5) **PAYMENT.** All demands made in conformity with this Letter of Credit will be duly honored by wire transfer if presented to (Issuing bank's name) at the address below on any Monday through Friday before or on the

expiry date prior to 3 p.m. CST or if presented to (Issuing Bank's name) at any time before the Letter or Credit expires. If, within three days after any draft drawn under this Letter of Credit is presented to (Issuing bank's name) in conformance with the terms of this Letter of Credit, (Issuing bank's name) fails to honor the demand, (Issuing bank's name) agrees to pay all attorneys' fees, court costs, and other expenses incurred by the County in enforcing the terms hereof. Partial drawings are permitted under this Letter of Credit.

- 6) FULL AGREEMENT. This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.
- 7) GOVERNING LAW. To the extent not inconsistent with the express terms hereof, this Letter of Credit is issued subject to the Uniform Customs and Practice for Documentary Credits (1998 Revision or most current version) International Chamber of Commerce Publication ISP98 ("UCP") or UCP 600 (2003 Revision or most current version), except that, as to matters not governed by the UCP, this Letter of Credit shall be governed by and construed in accordance with the laws of the State of Illinois (without giving effect to principles of conflicts of laws).
- 8) VENUE. Venue for any court actions brought with respect to this Letter of Credit shall be in the 16th Judicial Circuit, DeKalb County.

Please present and address all correspondence, draws and demands to (Issuing bank's name) regarding this Letter of Credit to the attention of (specify name of contact or department name along with full address and phone number).

_____ (Issuing Bank)

By: _____

Attest: _____

Title: _____

Title: _____