

REIMBURSEMENT OF FEES

A. ESCROW DEPOSIT: In the event that it is necessary for the Village to obtain professional services, including, but not limited to, attorneys, engineers, planners, architects, surveyors, traffic or drainage experts or other consultants, in connection with any Petitioner's request for the Village to consider or otherwise take action upon any annexation, zoning change, subdivision development, planned development or other improvement or development upon real property, then the petitioner and owner of the property shall be jointly and severally liable for the payment of such professional fees and any direct expenses plus five percent (5%) to cover the Village's administrative expenses. In addition, the Petitioner shall reimburse the Village for the cost per work hour, plus five percent (5%) to cover administrative expenses, for the time spent by each Village staff member to participate in meetings, visit the site, review plans, prepare reports, conduct inspections and participate in any other activity pertaining to review of the application. At the time a petition is filed or at such time as a proposal is made requiring staff review or the Village to obtain professional services the petitioner shall be required to deposit a sum equal to the following "initial escrow" formula with the Village as an initial deposit to be credited against fees and costs incurred for the above described services.

Initial Escrow Formula:

1. For land not exceeding five acres, the sum of \$2,000.00.
2. For land exceeding five acres, the sum of \$2,000.00 plus \$100.00 for each acre or part thereof in excess of five acres.
3. The Village Administrator shall have the authority to increase or decrease the initial escrow amount based upon the estimated fees which will be incurred for the project.

B. INVOICES: The Village shall send the petitioner regular invoices to replenish the escrow account. Petitioner shall reimburse the Village within 30 days of said invoice. At all times the petitioner shall maintain a surplus balance in the escrow account in an amount as determined by the Village Administrator.

C. There shall be no staff review or meetings by any Village officials until the escrow deposit has been made.

D. WITHDRAWAL OF PETITION: A petitioner who withdraws a petition may apply in writing to the Village for a refund of his or her initial deposit. The Village Administrator may, in his or her discretion, approve the refund application after all fees and expenses which have been incurred have been paid.

E. PROFESSIONAL FEES: Any professional or Village staff review fees incurred as a direct or indirect result of the petitioner, owner or their agent requesting a professional opinion or otherwise requesting relief or assistance from the Village, whether or not related to real property, shall be reimbursed in accordance with this Chapter 44.03 if, in the discretion of the Village, a professional review or opinion is desired.

F. DEFAULT: Upon the failure of the owner or petitioner to reimburse or to establish or replenish an escrow account no action on any request made by the owner or petitioner will be undertaken by the Board of Trustees, or by any other official, quasi-official or deliberative individual or body thereunder; and such request shall remain in abeyance until all outstanding fees are paid in full. Upon any failure to reimburse or to establish or replenish an escrow account with the Village in accordance with this Chapter 44 the Village may, in its discretion, elect to place a lien against any real property associated with the petitioner's request. Such lien shall be in an amount equal to the outstanding amount owed to the Village.

G. ASSIGNING AUTHORITY: The Village President and Board of Trustees and the designated Village staff members are hereby authorized to assign requests for professional services to the Village staff or to consultants as deemed appropriate by the Village President or designated Village staff.

H. REIMBURSEMENT OF DIRECT EXPENSES: The petitioner or owner shall reimburse the Village for any direct expenses incurred by professional service providers as a result of reviewing the petitioner or owner's request. Direct expenses shall include but are not limited to reproduction costs, telephone calls, mileage or other similar expenses.

I. REMEDIES: The remedies available to the Village as set forth hereinabove are non-exclusive and nothing herein shall be construed to limit or waive the Village's right to proceed against any or all parties in a court of law of competent jurisdiction.

J. AGREEMENT: At the time the petitioner requests action from the Village he or she will be required to execute a reimbursement of fees agreement, in substantial conformity with

Exhibit A of this Chapter 44, with the Village.

K. REFUND: Any surplus funds in the escrow account of the petitioner or owner shall be returned upon written request by the petitioner and/or owner.

L. PENALTY: Any person, firm or corporation violating any provision of Section 44.03 herein shall be subject to one or more of the following penalties, said penalties being cumulative and in addition to any other penalties or liens which may be imposed:

1. A fine of not less than \$25.00 nor more than \$500.00 for each offense, and a separate offense shall be deemed committed on each day during or on which a separate violation occurs or continues.
2. "Stop Work Orders" may be issued by the Village until the petitioner complies with the requirements of the ordinance. No work shall be done while the stop work order is in effect.
3. The Village may withhold the issuance of Certificates of Occupancy until the petitioner or owner complies with the requirements of Section 44.03 herein.

EXHIBIT A

VILLAGE OF LAKE IN THE HILLS
REIMBURSEMENT OF FEES AGREEMENT

Village of Lake in the Hills Account No. _____

PROJECT NAME: _____

NAME OF OWNER: _____

Address: _____

Telephone number: _____ Days _____ Evenings

NAME OF PETITIONER: _____

Address: _____

Telephone Number: _____ Days _____ Evenings

INVOICES SHOULD BE MAILED TO: _____

Address: _____

LOCATION OF PROPERTY: _____

Address and General Location: _____

Parcel Identification Number: _____

Total Acreage: _____

By signing this Agreement the petitioner and/or owner acknowledge that each of them has read Chapter 44 of the Lake in the Hills Municipal Code and each of them fully understands and agrees to comply with the terms set forth therein. Further, by signing below, each signatory warrants that he or she possesses full authority to so sign.

The owner and/or petitioner agree that owner and petitioner shall be jointly and severally liable for payment of fees referred to in applicable sections of Chapter 44 of the Lake in the Hills Municipal Code, and as referred to hereinabove.

Petitioner

Date: _____

Owner

Date: _____

OFFICE USE ONLY:

Initial Escrow Amount Received \$ _____ on ___/___/___

Copies of Agreement forwarded to:

- ___ Village Administrator ___ Village Attorney
- ___ Village Engineer ___ Planning Consultant
- ___ Director of Community Development
- ___ Director of Public Works
- ___ Village Collector
- ___ Other _____

*Recodified June 28, 2001
Amended November 13, 2003
Amended January 22, 2008*