

**VILLAGE OF SPRING GROVE
REIMBURSEMENT OF FEES AGREEMENT**

DATE: _____

I. OWNER:

A. Owner of Property: _____

B. Owner's Address: _____

C. Owner's Phone Number: _____

D. Owner's email Address: _____

II. PERSON MAKING REQUEST (PETITIONER):

A. Name of Petitioner: _____

B. Petitioner's Address: _____

C. Petitioner's Phone Number: _____

D. Petitioner's email Address: _____

III. LOCATION OF PROPERTY:

A. General Location of Property: _____

B. Acreage of Parcel: _____

C. Legal Description (Attach as Exhibit "A") _____

D. Description of Relief or Action Sought: _____

IV. REIMBURSEMENT OF FEES:

In the event the Village incurs costs, including, but not limited to, mailing costs and publication costs, or costs to obtain professional services, including but not limited to, attorneys, engineers, planners, architects, surveyors, traffic or drainage consultants, or any other consultants, in connection with any part of Petitioner's request for the Village to consider or otherwise take action upon any petition for zoning relief (special use permits, variances, etc), PUD approval or a development project of any type, then the Petitioner and Owner of the property shall be jointly and severally liable for the payment of such mailing

costs and publication costs and professional fees plus ten percent (10%) to cover the Village's administrative expenses. At the time the Petitioner requests action from the Village, even if it is merely for an informal request, he will be required to deposit the following amounts with the village as an initial deposit to pay fees and costs incurred for the above described services:

- **Annexations.** A minimum of \$1,500 for the first two acres of land involved in the project plus \$100 per acre for each acre in excess of two acres, with a maximum deposit of \$5,000 unless otherwise increased or decreased by the Village Board.
- **Zoning**
 - Owner Occupied Residential Minor Variances. \$600
 - All Other Zoning Applications. \$1,000
- **Construction activity and/or permits in connection with commercial and/or industrial construction activity involving more than \$100,000 of project expenditures.** \$1,000
- **Any development activity located in whole or in part within flood hazard boundary areas of the Village which are subject to regulation by the Village.** To be determined by the Board of Trustees on a case by case basis
- **Subdividing or Platting.** \$5,000. In the event subdivision platting takes place at same time as annexation, only one deposit shall be required unless otherwise specified by the Board of Trustees.
- **Other matters not specifically described above.** Minimum deposit of \$1,500 or such amount as may be approved by the Village Board as a reasonable amount to cover 125% of the estimated costs and expenses to be incurred by the Village.

The Village shall deduct the fees and costs from the deposit and the Petitioner shall replenish the account to the full amount within one (1) month of receipt of notice from the Village to do so. Failure to remit payment within one (1) month will cause all reviews to cease. The account shall be replenished when it is at 10% of the original amount. The Petitioner and Owner shall be jointly and severally liable for all amounts incurred even if the amount exceeds the deposit.

If the petition for zoning relief is withdrawn, the Petitioner may apply in writing to the Village Clerk for a refund of the balance of the deposit, less any fees and costs which the Village has already incurred relative to the petition.

Any professional 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 paid by them in accordance with this Agreement if, in the discretion of the Village, those professional opinions are deemed necessary or useful.

Upon the failure of the Owner or Petitioner to pay the Village in accordance with this Agreement no action on any request made by the Owner or Petitioner will be undertaken by the Village 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 and the deposit replenished. Further, the Village may deny any applications for a grading, building or other permit if such amounts have not been paid in full or the deposit has not been replenished. Upon any failure to pay the Village in

accordance with this section, the Village may, in its discretion, elect to place a lien against any real property associated with the Petitioner's request and/or pursue all remedies available at law or in equity. Interest in the amount of eighteen percent (18%) per month shall accrue on all sums outstanding for thirty (30) days or more. If the Village must initiate litigation to enforce this Agreement, Petitioner and Owner shall be jointly and severally responsible for the outstanding amount due and for all costs of collection, including, but not limited to attorney's fees and court costs.

The Village President, Board of Trustees and Village Clerk are hereby authorized to assign, undertake and/or request professional services on behalf of the Village or to retain consultants as they deem appropriate to review Petitioner's request.

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.

BY SIGNING BELOW, THE PETITIONER AND OWNER ACKNOWLEDGE THAT EACH OF THEM HAS READ THIS AGREEMENT AND EACH OF THEM FULLY UNDERSTAND AND AGREE TO COMPLY WITH THE TERMS SET FORTH HEREIN, FURTHER, BY SIGNING BELOW, EACH SIGNATORY WARRANTS THAT HE/SHE/IT POSSESSES FULL AUTHORITY TO SO SIGN.

THE OWNER AND PETITIONER AGREE THAT OWNER AND PETITIONER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR PAYMENT OF THE FEES REFERRED TO IN THE APPLICABLE SECTIONS OF THE ORDINANCES OF THE VILLAGE OF SPRING GROVE AND/OR AS REFERRED TO HEREINABOVE.

Name of Petitioner

Name of Owner

Petitioner

Owner

Date

Date