

Chapter 25
ESCROW FEE REQUIREMENTS

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25.01 ESCROW DEPOSIT AND REIMBURSEMENT AGREEMENT REQUIRED
Amended, 2014-O-32

In order to secure the reimbursement of the Village for any legal, engineering, planning or inspection fees, tests or costs, an escrow shall be deposited with the Village and an executed reimbursement of fees agreement, a sample of which is at the end of this Chapter, before any consideration by the Village on any matter, such as, but not limited to: zoning variances, special use permits, re-zoning of property, annexation of property, planned development, subdivision or the build out of a subdivision. Escrow sums are as follows:

1. For all matters up to final plat approval, including zoning matters, the escrow shall be as follows:

Matter	Escrow Sum
Chapter 6C, Operating Permit	\$2,000
Chapter 6C, Appeals	\$2,000
Zoning variation	\$2,000
Special use permit (other than planned development)	\$2,000
Rezoning of Property	\$2,000
Annexation of Property	\$2,000
<i>Planned Development/Subdivision</i>	
Less than 1 acre (PUD only)	\$4,000
1 acre, up to 5 acres	\$6,000
5 acres, up to 10 acres	\$8,000
10 or more acres	\$10,000
<i>Subdivision or Consolidation:</i>	
Less than 1 acre	\$2,000
In the event a petitioner is seeking more than one action, such as annexation and zoning, only the higher escrow fee shall be paid.	

2. For any matters after a final plat of subdivision has been approved, such as inspections and supervision during construction, the escrow sum shall be 3 percent of the Village Engineer's estimated cost of public and private improvements. This deposit shall be made prior to the execution and recording of the final plat of subdivision. Any funds left from the preliminary plan escrow shall be credited to the final plat escrow. The requirement hereunder should not be construed to be a restriction on the amount of escrow required and developer shall be responsible for the total costs incurred by the Village.

25.02 PAYMENT OF FEES

Upon submission of bills by all professional staff and retained consultants deemed necessary by the Village, the Village shall pay said fees out of the specified escrow account. At such time as the balance of the specified account reaches one-quarter of the original amount deposited, the Village Board may demand an additional sum of money that, in addition to the balance in the specified account, shall equal the amount originally demanded and required by the Village or such lesser fraction thereof that the Village might in such case determine.

25.03 APPROVALS AND ORDINANCES

The Village Board shall not consider any motion, resolution or ordinance concerning any zoning variance, special use permit, rezoning of property, annexation of property, planned development (PUD) or subdivision of property until it has been verified by the Treasurer that all outstanding bills have been paid. The Village shall have the right to withhold any other action, legislative or ministerial, which may include the issuance of permits, licenses, approval, execution or recording of plats, approval of zoning actions and any other Village action for, on or upon the subject property until the outstanding balance has been paid and the escrow deposit has been replenished to the required amount.

25.04 REFUNDS

At the request of the property owner/developer/petitioner, a refund for any balance in the escrow account shall be made by the Treasurer within 90 days, and after receipt of a final statement by all professional staff and retained consultants.



Village of Algonquin

REIMBURSEMENT OF FEES AGREEMENT

Date: _____

Village of Algonquin Account No. _____

Village of Algonquin Case No. _____

OWNER:

Name of Property Owner _____

Owner's Address _____

Telephone Number: _____ Fax: _____

E-mail: _____

PETITIONER:

Name of Petitioner _____

Petitioner's Address _____

Telephone Number: _____ Fax: _____

E-mail: _____

LOCATION OF PROPERTY:

General Location:

Total Acreage: _____ PIN(S): _____

Legal Description (attach as Exhibit A)

1. 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, PUD 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. At the time the Petitioner requests action from the Village he will be required to deposit an amount of from \$500.00 to \$10,000.00, depending upon the size of the project as determined by the Village Manager or set forth in Chapter 25 of the Algonquin Municipal Code, with the Village as an initial deposit to be credited against fees and costs incurred for the above described services.

2. Invoices, Payment of Fees: Upon submission of bills by all professional staff and retained consultants deemed necessary by the Village, the Village shall pay said fees out of the specified escrow account. At such time as the balance of the specified account reaches one-quarter of the original amount deposited, the Village may demand an additional sum of money that, in addition to the balance in the specified account, shall equal the amount originally demanded and required by the Village, or such lesser fraction thereof that the Village might in such case determine. The Petitioner shall reimburse the Village within 30 days of said demand. At all times the Petitioner shall maintain a balance equal to its deposit with the Village.
3. Withdrawal of Petition: A Petitioner who withdraws a petition may apply in writing to the Village Clerk for a refund of his initial deposit. The Manager may, in his discretion, approve the refund application less any actual fees and costs which the Village has already incurred, relative to the petition.
4. Professional Fees: 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 reimbursed in accordance with Chapter 25 of the Algonquin Municipal Code.
5. Default: Upon the failure of the Owner or Petitioner to reimburse the Village in accordance with Chapter 25 of the Algonquin Municipal Code, 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, including Staff; and such request shall remain in abeyance until all outstanding fees are paid in full. The Owner and Petitioner herein agree to extensions of any statutory timelines that may be necessary until such time as the escrow account has been replenished in accordance with said Chapter 25, upon which the Village agrees to proceed promptly and with due diligence thereafter. The Owner and Petitioner agree that the Village may withhold any other action, legislative or ministerial, which may include the issuance of permits, licenses, approval, execution or recording of plats, approval of zoning actions, or any other Village action for, on or upon the subject property, until the Default is cured. Upon any failure to reimburse the Village in accordance with said Chapter 25 or the Algonquin Subdivision Ordinance, interest in the amount of 1½ percent per month shall accrue on all sums outstanding for 30 days or more, plus any legal expenses and five percent of the outstanding amount due in order to cover administrative expenses. The Village may, in its discretion, elect to place a lien against any real property associated with the Petitioner's request, for any amount of expenses, including administrative costs and reasonable attorney fees that have been outstanding for 30 days or more.
6. Assigning Authority: The Village Manager is authorized to assign requests for professional services to the Village staff or to consultants as he deems appropriate.
7. 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.

8. Agreement: At the time the Petitioner requests action from the Village, the Petitioner will be required to enter into this agreement with the Village.

9. Refund: Any surplus funds in the account of the Petitioner or Owner shall be returned not greater than ninety days after receipt of a final statement by all professional staff and retained consultants, upon written request by the Petitioner and/or Owner.

10. Severability: If any provision of this Agreement or its application to any person, entity or property is held to be invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions and provisions of this Agreement and, to that end, any terms, conditions and provisions of this Agreement are declared to be severable.

By signing this Agreement the Petitioner and/or Owner acknowledge that each of them has read the foregoing paragraphs and each of them fully understands and agrees 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/or Petitioner agree that Owner and Petitioner shall be jointly and severally liable for payment of fees referred to in applicable sections of the ordinances of the Village of Algonquin, and as referred to hereinabove.

Village of Algonquin:

 Petitioner

By: _____
 Village Manager

 Print Name

ATTEST:

 Owner

 Print Name

 Village Clerk