

Chapter 19
PLANNING, ZONING AND DEVELOPMENT FEES

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19.3	Reimbursement of Fees
19.4	Abandoned Property
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Exhibit B	Deposits Required for Reimbursement of Fees

19.1 ANNEXATION FEES

An annexation fee of \$500, per gross acre, or portion thereof, but in no event less than \$2,500 total, is hereby established for any property annexed into the Village. The annexation fee shall be paid to the Village prior to adoption of an ordinance annexing any property to the Village.

19.2 PLANNING, ZONING AND DEVELOPMENT REVIEW FEES

A. FEES ESTABLISHED: There are hereby established fees for the review of development proceedings by the Village. The term “development proceedings” shall mean:

1. Any petition or application filed to annex property to the Village, or to process an annexation agreement or amendments to an annexation agreement;
2. Any petition or application filed for relief from or review of parameters of the Zoning Code;
3. Any petition or application to subdivide, resubdivide or otherwise plat property filed pursuant to the Subdivision Code;
4. Any petition or application filed to address issues relating to rights-of-way or easements, including but not limited to plats of dedication, plats of vacation or easement documents; and
5. Any other improvement or development of real property.

The term “review” shall include, but not be limited to: conducting hearings and meetings; processing, review, and preparation of documents; evaluation of drawings for Code compliance; legal, technical and professional review and consultation; field inspections and preparations; and similar consideration and review of proposed actions which involve the earthmoving of land, construction or alteration of buildings, provision of utilities or other public services, and uses and appearances of property. Said fees do not include building permit fees, which are governed by Chapter 23 of this Code.

B. PAYMENT OF FEES: Review fees are listed in Exhibit A of this Chapter and shall be due and payable to the Village at the time of filing of an application or petition for the desired development proceeding. Said fees shall not be refundable. In the event the filing fee is

paid by check and the check is returned to the Village by the financial institution due to insufficient funds, the Village shall suspend the review process. A cashier's check that includes the required fees, a \$30 returned-check service charge, and any other costs that the Village may incur thereby, shall be deposited with the Village before the Village resumes the review process.

Development proceedings initiated by the Village (e.g. text amendments to the Zoning Code) are exempt from fees.

19.3 REIMBURSEMENT OF FEES

A. **DEPOSIT:** In the event it is necessary for the Village to obtain or furnish professional services, including, but not limited to, attorneys, engineers, planners, architects, surveyors, traffic or drainage experts, inspectors, plan examiners, 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 (PUD), dedication, vacation or easements 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 plus a service fee for each billing by the Village to cover the Village's administrative expenses as determined by the Village Board from time to time. At the time the petitioner requests action from the Village, he will be required to deposit an amount with the Village as listed on Exhibit B of this Chapter as an initial deposit to be credited against fees and costs incurred for the above described services. The petitioner and owner are liable for and shall be billed for services and consultation rendered prior to the filing of an application or petition for a development proceeding.

B. **INVOICES:** The Village shall send a petitioner regular invoices for the fees and costs incurred thus far, and the petitioner shall reimburse the Village within 30 days of said invoice. At all times the petitioner shall maintain a balance equal to its deposit with the Village.

C. **WITHDRAWALS AND DENIALS OF PETITIONS:** A petitioner who withdraws a petition may apply in writing to the Village for a refund of his initial deposit. The Village Board, may, in its discretion, approve the refund less any actual fees and costs which the Village has already incurred relative to the petition. In the event the Village Board denies approval of any or all portions of a petition, a petitioner shall remain liable for all fees and costs which the Village has incurred relative to the petition, and no refund of a deposit or deposit balance shall occur until such fees and costs have been paid.

D. **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 this Chapter if, in the sole discretion of the Village, a professional opinion is desired or necessary.

E. **DEFAULT:** Upon the failure of the owner or petitioner to reimburse the Village in accordance with this Section, the Village shall send notice to the owner or petitioner, by certified mail, return receipt requested, that the deposit is in arrears. No action on any request made by the owner or petitioner will be acted upon by the Village Board 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. Furthermore, if all outstanding fees are not

paid in full and the deposit replenished pursuant to this Chapter, within 7 business days after the notice was mailed, the application shall be considered withdrawn by the owner or petitioner. Upon any failure to reimburse 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. Interest in the amount of 1½ percent per month shall accrue on all sums outstanding for 30 days or more. Such lien shall be in an amount equal to the outstanding amount owed to the Village.

F. **ASSIGNING AUTHORITY:** The Village Board and the designated Village staff members are hereby authorized to assign requests for professional services to the Village staff or to consultants as the Village Board deems appropriate.

G. **IN HOUSE STAFF:** When any professional services contemplated by this Chapter are rendered by the Village staff, then in such case the party making the request shall reimburse the Village for its cost incurred in providing said professional services. Said reimbursement shall be at the rate of \$30.00 per hour.

H. **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.

I. **AGREEMENT:** At the time the petitioner requests action from the Village he will be required to enter into an agreement with the Village that contains the parameters of this Section.

J. **REFUND:** Any surplus funds in the account of the petitioner or owner after all costs are paid shall be returned after approval by the appropriate Village staff or Village Attorney, upon written request by the petitioner or owner.

K. **PROFESSIONAL FEES INCURRED FOR INDIVIDUAL RESIDENTIAL PROPERTY:** In the event it is necessary for the Village to obtain professional services in connection with any work proposed for or done on an individual resident's property, including but not limited to drainage, provision of utilities or other public services, landscaping or structural issues, the owner of the property shall be liable for the payment of such professional fees plus a service fee for each billing by the Village to cover the Village's administrative expenses as determined by the Village Board from time to time. Said professional fees shall include but are not limited to the costs of any consultation, review of drawings, field inspections and travel expenses. The provisions of Section 19.03-G of this Code also apply.

L. **HIGHER DEPOSIT:** Notwithstanding any of the provisions in this Section, the Village, through its Village Board, may require a higher deposit and a Reimbursement of Fees Agreement containing additional requirements of the petitioner for development proceedings or reviews after taking into account the following factors: i) scope of the development; ii) the acreage of the development; and iii) the anticipated expense of professional consultants including, but not limited to, engineers, land planners and attorneys, reasonably necessary to review the proposed development request. In addition, the Village, through its Village Board or attorneys, may negotiate other items relative to the review or development proceeding including, but not limited to, the use of specific consultants and/or attorneys, rates and budgets.

19.4 ABANDONED PROPERTY *Ord. 623*

All tangible or intangible personal property, including entrusted funds deposited with the Village, shall be presumed to be abandoned if the property has remained unclaimed for at least 7 years. Prior to the Village Board declaring property to be abandoned, notice shall have been given, if known, to the last known owner of the property at the last known address of the owner except where the owner has previously declared bankruptcy and the bankruptcy proceeding has been closed or where an individual owner has died and any estate has been closed. If the last known address of the owner is not known, the Village Clerk shall cause a notice to be published in the newspaper providing that if a claim to the property is not made within fourteen (14) days of the published notice, the property shall be presumed to be abandoned. Thereafter, the Village Board may make a finding by motion that the funds originally deposited with the Village have been abandoned and the funds shall then be turned over to the general fund of the Village, for general use.

EXHIBIT A

Planning, Zoning and Development Review Fees	
Proceeding	Fee
Annexation or development petition	\$400
Zoning petition	\$750 per meeting
Subdivision/planned development petitions (preliminary)	\$400 + \$10/acre
Concept/site plan review or subdivision/planned development petitions (final)	\$750 per meeting
Special Village Board meeting	\$1,000
Street Opening Permit	\$100 plus \$10,000 bond

EXHIBIT B

Deposits Required for Reimbursement of Fees	
Proceeding	Fee
Annexation	\$ 5,000
Appeal	\$ 500
Re-zoning	\$ 5,000
Special use permit, residential	\$ 500
Special use permit, non-residential	\$ 5,000
Zoning text amendment	\$ 5,000
Zoning variation, residential (1 lot)	\$ 500
Zoning variation, residential (more than 1 lot)	\$ 1,000
Zoning variation, non-residential	\$ 2,000
Zoning upon annexation	\$ 5,000
Subdivision or planned development, up to 2.0 acres	\$ 1,000
Subdivision or planned development, greater than 2.0 acres but less than 20.0 acres	\$ 5,000
Subdivision or planned development, 20.0 acres or more	\$10,000
Site plan review, up to 2.0 acres	\$ 1,000
Site plan review, greater than 2.0 acres	\$ 5,000
Other improvement or development activity, individual residential	\$ 500
Other improvement or development activity, multi-lot residential or non-residential	\$ 1,000
NOTE: These fees are not cumulative. Only the highest applicable deposit for a multi-part proceeding is required.	

Village of Prairie Grove
REIMBURSEMENT OF FEES AGREEMENT

Village of Prairie Grove Account No. _____

OWNER:

Name of Property Owner: _____

Owner's Address: _____

Telephone Number, Days: _____ Evenings: _____

APPLICANT:

Name of Applicant: _____

Applicant's Address: _____

Telephone Number, Days: _____ Evenings: _____

LOCATION OF PROPERTY:

General Location: _____

Total Acreage: _____ PIN(s): _____

Legal Description (attach as Exhibit A)

A. DEPOSIT: In the event it is necessary for the Village to obtain or furnish professional services, including, but not limited to, attorneys, engineers, planners, architects, surveyors, traffic or drainage experts, inspectors, plan examiners, 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 (PUD), dedication, vacation or easements 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 plus a service fee for each billing by the Village to cover the Village's administrative expenses as determined by the Village Board from time to time. At the time the petitioner requests action from the Village, he will be required to deposit an amount with the Village as listed on Exhibit B of Chapter 19 of the Prairie Grove Municipal Code as an initial deposit to be credited against fees and costs incurred for the above described services. The petitioner and owner are liable for and shall be billed for services and consultation rendered prior to the filing of an application or petition for a development proceeding.

B. INVOICES: The Village shall send the petitioner regular invoices for the fees and costs incurred thus far, and the petitioner shall reimburse the Village within 30 days of said invoice. At all times the petitioner shall maintain a balance equal to its deposit with the Village.

C. WITHDRAWALS AND DENIALS OF PETITIONS: A petitioner who withdraws a petition may apply in writing to the Village for a refund of his initial deposit. The Village Board, may, in its discretion, approve the refund less any actual fees and costs which the Village has already incurred relative to the petition. In the event the Village Board denies approval of any or all portions of a petition, a petitioner shall remain liable for all fees and costs which the Village has incurred relative to the petition, and no refund of a deposit or deposit balance shall occur until such fees and costs have been paid.

D. 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 19 of the Prairie Grove Municipal Code if, in the sole discretion of the Village, a professional opinion is desired or necessary.

E. DEFAULT: Upon the failure of the owner or petitioner to reimburse the Village in accordance with Chapter 19 of the Prairie Grove Municipal Code, the Village shall send notice to the owner or petitioner, by certified mail, return receipt requested, that the deposit is in arrears. No action on any request made by the owner or petitioner will be acted upon by the Village Board 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. Furthermore, if all outstanding fees are not paid in full and the deposit replenished pursuant to said Chapter 19, within 7 business days after the notice was mailed, the application shall be considered withdrawn by the owner or petitioner. Upon any failure to reimburse the Village in accordance with Chapter 19 of the Prairie Grove Municipal Code, the Village may, in its discretion, elect to place a lien against any real property associated with the petitioner's request. Interest in the amount of 1½ percent per month shall accrue on all sums outstanding for 30 days or more. Such lien shall be in an amount equal to the outstanding amount owed to the Village.

F. ASSIGNING AUTHORITY: The Village Board and the designated Village staff members are hereby authorized to assign requests for professional services to the Village staff or to consultants as the Village Board deems appropriate.

G. IN HOUSE STAFF: When any professional services, contemplated by Chapter 19 of the Prairie Grove Municipal Code, are rendered by the Village staff, then in such case the party making the request shall reimburse the Village for its cost incurred in providing said professional services. Said reimbursement shall be at the rate of \$30.00 per hour.

H. 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.

I. AGREEMENT: At the time the petitioner requests action from the Village he will be required to enter into an agreement with the Village that contains the parameters of this Section.

J. REFUND: Any surplus funds in the account of the petitioner or owner after all costs are paid shall be returned after approval by the appropriate Village staff or Village Attorney, upon written request by the petitioner or owner.

K. PROFESSIONAL FEES INCURRED FOR INDIVIDUAL RESIDENTIAL PROPERTY: In the event it is necessary for the Village to obtain professional services in connection with any work proposed for or done on an individual resident's property, including but not limited to drainage, provision of utilities or other public services, landscaping or structural issues, the owner of the property shall be liable for the payment of such professional fees plus a service fee for each billing by the Village to cover the Village's administrative expenses as determined by the Village Board from time to time. Said professional fees shall include but are not limited to the costs of any consultation, review of drawings, field inspections and travel expenses. The provisions of Section 19.03-G of Prairie Grove Municipal Code also apply.

L. HIGHER DEPOSIT: Notwithstanding any of the provisions Chapter 19 of the Prairie Grove Municipal Code, the Village, through its Village Board, may require a higher deposit and a Reimbursement of Fees Agreement containing additional requirements of the petitioner for development proceedings or reviews after taking into account the following factors: i) scope of the development; ii) the acreage of the development; and iii) the anticipated expense of professional consultants including, but not limited to, engineers, land planners and attorneys, reasonably necessary to review the proposed development request. In addition, the Village, through its Village Board or attorneys, may negotiate other items relative to the review or development proceeding including, but not limited to, the use of specific consultants and/or attorneys, rates and budgets.

By signing this Agreement the applicant 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 applicant agree that owner and applicant shall be jointly and severally liable for payment of fees referred to in applicable sections of the ordinances of the Village of Prairie Grove, and as referred to hereinabove.

Applicant

Applicant

Owner

Owner

Date _____

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

I, _____, a Notary Public in and for said county, in the state aforesaid, do hereby certify _____

personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under by hand and official seal, the _____ day of _____, 20 .

(Notary Stamp)

Notary

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