

ATTORNEY AND MISCELLANEOUS FEES

1. Attorney fees. Where the City incurs costs for the services of corporation counsel in connection with any permit or application, the City shall charge to the applicant the costs of such services.

2. Miscellaneous fees. Where application or petition is made for relief, not otherwise provided for under this code, in connection with the use or development of land, the City shall charge to the applicant or petitioner its actual cost to obtain professional services, including, but not limited to, attorneys, engineers, planners, architects, surveyors, court reporters, and/or traffic, drainage or other consultants, its costs related to any required notices or recordation's in connection with any petition or application filed by the applicant or petitioner.

The applicant will be responsible for:

- Preparing and publishing the announcement of the public hearing in a local newspaper.

- Paying the cost of the notice directly to the newspaper.

- Scheduling and paying for a court reporter for the public hearing.

City of Marengo:

By: _____
City Administrator

Petitioner:

Owner: _____

Date: _____

**CITY OF MARENGO
REIMBURSEMENT OF FEES AGREEMENT**

OWNER: City of Marengo Account No. _____

Name of Property Owner: _____

Owners Address: _____

Telephone Number: _____

PETITIONER:

Name of Petitioner: _____

Petitioners Address: _____

Telephone Number: _____

LOCATION OF PROPERTY:

General Location: _____

Total Acreage: _____ PIN: _____

Legal Description (attach as Exhibit A)

A. **DEPOSIT:** In the event it is necessary for the City 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 City to consider or otherwise take action upon any annexation, zoning change, subdivision development, planned development (PUD) or other improvement or development upon real property, then the petitioner and owner of the property shall be jointly and severally liable of the payment of such professional fees plus five percent of the professional fees to cover the City's administrative expenses. At the time the petitioner requests action from the City he will be required to deposit an amount with the City as listed in Exhibit B of Chapter 20 of the Marengo Municipal Code as an initial deposit to be credited against fees and costs incurred for the above described services.

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

C. **WITHDRAWAL OF PETITION:** A petitioner who withdraws a petition may apply in writing to the City for a refund of the initial deposit. The City Council may, in its discretion, approve the refund application less than actual fees and costs which the City has already incurred relative to the petition.

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 City, whether or not related to real property, shall be reimbursed in accordance with Chapter 20 of the Marengo Municipal Code if, in the sole discretion of the City, a professional opinion is desired or necessary.

E. DEFAULT: Upon the failure of the owner or petitioner to reimburse the City in accordance with this subsection no action on any request made by the owner or petitioner will be undertaken by the City Council 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 the City in accordance with Chapter 20 of the Marengo Municipal Code, the City may, in its discretion, elect to place a lien against any real property associated with the petitioner's request. Interest in the amount of 1.5 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 City.

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

G. IN-HOUSE STAFF: When any professional services contemplated by this Chapter 20 are rendered by the City staff, then in such case the party making the request shall reimburse the City for its cost incurred in providing said professional services. Said reimbursement shall be at the rate of \$30 an hour.

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

I. AGREEMENT: At the time the petitioner request action from the City, he will be required to enter into an agreement with the City that contains the parameters of Section 20.02 of the Marengo City Code.

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 City Administrator or City Attorney, upon written request by the petitioner or owner.

K. HIGHER DEPOSIT: Notwithstanding any of the provisions in Section 20.02 of the Marengo City Code, the City, through its Mayor, City Council or Administrator, may require a higher deposit and a Reimbursement of Fees Agreement containing additional requirements of the petitioner for development proceedings or reviews after taken 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 no limited to: engineers, land planners and attorneys, reasonably necessary to review the proposed development request. In addition, the City, through its Mayor, City Council, Administrator or Attorney, 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 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, 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 City of Marengo, and as referred to hereinabove.

**REIMBURSEMENT OF FEES AGREEMENT
ACKNOWLEDGMENT**

City of Marengo:

By: _____
City Administrator

Date: _____

Petitioner:

Owner: _____

Date: _____