

**CHAPTER 20
PLANNING, ZONING AND DEVELOPMENT REVIEW FEES**

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20.01 PLANNING, ZONING AND DEVELOPMENT REVIEW FEES

There are hereby established fees for the review of development proceedings by the City of Marengo. The term "development proceedings" shall mean:

1. Any petition or application filed to annex property to the City, 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 Marengo 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; and similar consideration and review of proposed actions which involve the earthmoving of land, construction or alteration of buildings, and uses and appearances of property.

Said fees are listed in Exhibit A of this Chapter 20 and shall be due and payable to the City at the time of filing 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 City due to insufficient funds by the financial institution, the City shall suspend the review process. A cashier's check that includes the required fees, a \$50 returned-check service charge and any other costs the City may incur thereby, shall be deposited with the City before the City resumes the review process.

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

20.02 REIMBURSEMENT OF FEES

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), 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 City to cover the City's administrative expenses as determined by the City Council from time to time. At the time the petitioner requests action from the City, an initial deposit, pursuant to Exhibit B of this Chapter 20, shall be made with the City and will be credited against fees and costs incurred for the above described services. The petitioner is required to maintain the minimum deposit amount as stipulated herein at all times.

B. **PAYMENTS:** The City shall remove funds from the required deposit upon receipt of invoices for professional services or upon calculation of City Staff time as stipulated by this Chapter. Once funds have been removed from the petitioner's required deposit, the City shall, within five working days, send a Notice of Replenishment and a copy of such invoice to the petitioner requiring an additional deposit to replenish the required deposit within 30 days of date of notice.

C. **LATE FEES:** Replenishment payments shall be received in the office of the City Clerk within 30 days of the date the Notice to Replenishment is sent. If the replenishment payment is not received by the City within 30 days, a \$100 per day late fee shall be assessed to all notices. In addition, all work pertaining to the development shall cease and the Building Commissioner shall place a stop work order upon the subject property. No action on any request made by the owner or petitioner shall be undertaken by the City Council or any other official, quasi-official or deliberative individual or body thereunder. The stop work order will be released and requests will be considered only after the total late fee amount is paid in full, including the required minimum deposit.

D. **STOP WORK ORDERS:** As applied to this Section 20.02, a stop work order shall cause all work being performed to immediately cease, including but not limited to, construction, plan reviews, inspections, issuance of certificates of occupancy, earth work and utility installation.

E. **WITHDRAWALS AND DENIALS OF PETITIONS:** 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 less any actual fees and costs which the City has already incurred relative to the petition. In the event the City Council denies approval of any or all portions of a petition, a petitioner shall remain liable for all fees and costs which the City 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.

E. **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 this Chapter 20 if, in the sole discretion of the City, a professional opinion is desired or necessary.

G. **DEFAULT:** Upon the failure of the owner or petitioner to reimburse the City in accordance with this Chapter 20, the Building Commissioner shall place a stop work upon the subject property and 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 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 City.

H. **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.

I. **IN-HOUSE STAFF:** When 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 for services provided that go above and beyond normal installation of improvements and/or duties pertaining to the development. Example of billable time shall include but not be limited to field changes, site characteristics that prohibit design installation, recurring failed inspections as defined per Section 24.18-B1-5, recurring repairs of failed inspection items and any other similar matters due to site characteristics and/or unforeseen circumstances. Said reimbursement shall be at the rate of \$50 per hour.

J. **REMEDIES:** The remedies available to the City as set forth herein above are non-exclusive and nothing herein shall be construed to limit or waive the City's right to proceed against any or all parties. Any action arising out of this Section 20.02 shall be filed in the 22nd Judicial Circuit, McHenry County, Illinois.

K. **AGREEMENT:** At the time an owner or petitioner requests action from the City such person(s) shall be required to enter into a Reimbursement of Fees Agreement with the City that contains the parameters of this Section 20.02.

L. **REFUND:** After all costs have been paid and upon written request by the owner or petitioner, any surplus funds in the account shall be returned after approval by the Administrator or City Attorney.

M. **PROFESSIONAL FEES INCURRED FOR INDIVIDUAL RESIDENTIAL PROPERTY:** In the event it is necessary for the City to obtain professional services (such as those listed in Section 20.02-A herein) in connection with any work proposed for or done on an

individual resident's property, including but not limited to drainage, 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 City to cover the City's administrative expenses, as determined by the City Council 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.

N. **HIGHER DEPOSIT:** Notwithstanding any of the provisions in this Section 20.02, 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 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 City, through its Mayor, City Council, Administrator 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.

EXHIBIT A

Planning, Zoning and Development Review Fees	
Proceeding	Fee
Annexation, payable at the time the property is annexed to the City	\$500 per acre or portion thereof
Annexation petition	\$200
Annexation or development agreement, annexation or development agreement amendment (includes hearing or meeting)	\$300
Appeal	\$500
Re-zoning, residential	\$500
Re-zoning, non-residential	\$750
Special use permit, residential	\$750
Special use permit, non-residential	\$1000
Zoning text amendment	\$500
Zoning variation, residential (1 lot)	\$250
Zoning variation, residential (more than 1 lot)	\$300 per lot
Zoning variation, non-residential	\$500
Zoning upon annexation	\$350
Subdivisions:	
Development concept plan	\$250 + \$10/acre
Detailed plan	\$250 + \$10/acre
Planned developments:	
Preliminary plan	\$400 + \$10/acre
Final plan	\$400 + \$10/acre
Amendment	\$400 + \$10/acre
Site plan review:	
Final plan	\$400 + \$10/acre
Amendment	\$400 + \$10/acre
Concept review	Time as billed (See Sect. 20.02)

Meeting, special	\$200
Street Opening Permit	\$100 plus \$10,000 bond
NOTE: Fees for mixed-use developments are calculated on the pro-rated acreage of each use in the parcel. Fees for multiple-item proceedings are cumulative. If a proceeding is consolidated (e.g., preliminary and final plat submitted simultaneously), the fee is the total of the preliminary and the final action. The acreage fee is per acre or part thereof.	

EXHIBIT B

Deposits Required for Reimbursement of Fees	
Proceeding	Fee
Annexation	\$10,000
Appeal	\$500
Re-zoning, residential, per lot	\$500
Re-zoning, commercial	\$5,000
Special use permit, residential	\$ 500
Special use permit, non-residential	\$1000 per acre, up to \$5,000
Zoning text amendment	\$5,000
Zoning variation, residential (1 lot)	\$1500
Zoning variation, residential (more than 1 lot)	\$2500
Zoning variation, non-residential	\$3000
Zoning upon annexation	\$750 per acre, up to \$5,000
Subdivision or planned development, up to 2.0 acres	\$5,000
Subdivision or planned development, greater than 2.0 acres but less than 20.0 acres	\$10,000
Subdivision or planned development, 20.0 acres or more	\$15,000
Site plan review, up to 2.0 acres	\$2,000
Site plan review, greater than 2.0 acres	\$7,000
Other improvement or development activity, individual residential	\$1,000
Other improvement or development activity, multi-lot residential or non-residential	\$2,000
NOTE: These fees are not cumulative. Only the highest applicable deposit for a multi-part proceeding is required.	

CITY OF MARENGO
REIMBURSEMENT OF FEES AGREEMENT

City of Marengo Account No. _____

OWNER:

Name of Property Owner: _____

Owner's Address: _____

Telephone Number: _____ Days _____ Evenings _____

PETITIONER:

Name of Petitioner: _____

Petitioner's Address: _____

Telephone Number: _____ Days _____ Evenings _____

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 for 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 an initial deposit, pursuant to Exhibit B of this Chapter 20, shall be made with the City and will be credited against fees and costs incurred for the above described services.

B. NOTICES and INVOICES: The City shall send a petitioner regular notices and/or invoices for the fees and costs removed from the required deposit thus far, and the petitioner shall replenish the required deposit within 30 days of said notice/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 any 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. STOP WORK ORDERS: A stop work order shall cause all work being performed to immediately cease, including but not limited to, construction, plan reviews, inspections, issuance of certificates of occupancy, earth work and utility installation.

F. DEFAULT: Upon the failure of the owner or petitioner to reimburse the City in accordance with this Chapter 20, the Building Commissioner shall place a stop work upon the subject property and 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 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 City.

G. 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.

H. 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 \$50 per hour.

I. 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. Any action arising out of Section 20.02 of the Marengo Municipal Code shall be filed in the 22nd Judicial Circuit County, McHenry County, Illinois.

J. AGREEMENT: At the time and owner or petitioner requests action from the City such person(s) shall be required to enter into a Reimbursement of Fees Agreement with the City that contains the parameters of Section 20.02 of the Marengo Municipal Code.

K. REFUND: After all costs have been paid and upon written request by the owner or petitioner, any surplus funds in the account shall be returned after approval by the Administrator or City Attorney.

L. 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 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 City, through its Mayor, City Council, Administrator 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 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 City of Marengo, and as referred to hereinabove.

City of Marengo:

Petitioner:

By: _____
City Administrator

Owner

Date: _____