

CHAPTER 17

RETAINED PERSONNEL AND MISCELLANEOUS FEE

Section 17-101. Definitions.

Retained Personnel shall be defined as any engineer, attorney, planner, economist or other technical, professional expert or consultant paid and retained by the Village to assist or advise it directly or indirectly in planning, reviewing, evaluating, advising, considering, approving or accepting any project by the Village.

Project shall be defined so as to include any activity associated with the annexation, de-annexation, disconnection, subdivision or development of land or any parcel or parcels and with multi-family, commercial or industrial zoning and/or construction.

Owner is defined as the legal and/or beneficial owner of the real estate which is the subject matter of the proposed project aforesaid.

Section 17-102. Reimbursement of Expenses by Owner. In addition to the payment of filing fees and permit fees, the Owner shall pay and reimburse the Village for any and all retained personnel expenses and fees directly or indirectly incurred by or charged to said Village and, in addition thereto, shall pay all costs and expenses (including, but not limited to court reporter, expenses, transcripts of proceedings, compensation of Village Officials, etc.) attributable to any and all hearings, meetings and conferences held in connection with any Project.

Section 17-103. Deposit to Defray Village Expenses and Fees. (Amended Ord. 20-03-01). Owners and/or Petitioners of the following types of Projects shall initially deposit with the Village Clerk the sums hereinafter specified, which sums shall be used toward defraying the aforesaid Village retained personnel expenses and fees, and other costs and expenses. Owners and/or Petitioners shall also file with the Village Clerk a completed Reimbursement of Fees Agreement, attached as Exhibit "A", at the time of the initial deposit:

“A. Annexations, De-annexations, Disconnections, Subdivisions and other Land Developments or Petitions.

Minimum of \$5000 for the first two (2) acres of land in the project, plus \$150 per acre beyond the initial two (2) acres. The maximum initial deposit will not exceed \$35,000. Monies shall be replenished by Owners and/or Petitioners as spent on a quarterly basis.

B. Zoning and/or Planning for single or multifamily, commercial and or industrial use, including but not limited to amendments, variances, conditional use determinations, PUD review, landscaping and screening issues and review of administrative issues.

Minimum of \$1,000 per activity plus \$100 for each unit over ten (10) units per activity.

C. Construction activity or permits in conjunction with multifamily, commercial and or industrial construction activity in excess of \$200,000 project expenditure.

Minimum deposit of \$1,500 per activity/permit plus \$750 for each \$100,000 in additional project expenditure.

D. Development activity located in whole or in part in the flood hazard boundary areas of the Village, which are subject to regulation by the Village.

\$5,000 deposit for first five (5) acres with \$50 for each additional acre over five (5) acres.

E. Application for building code variance (excluding applications for variances pertaining to septic systems).

1. Existing Single Family Home. When the request requires professional assistance that is external to the Building Department, the Building Commissioner is to notify the variance requester, in writing, of the need for further review of the proposed variance. The Building Commissioner is to assess the retained personnel deposit based on the following recommended schedule and advise the homeowner.

- a) No need for assistance: \$0
- b) Need for assistance: \$250

2. Single Unit (New Construction) Request for building code variance for new construction of a single unit will require a deposit of \$500 per variance.

3. Multiple Unit or Multi Single Family Home Variance. A minimum of \$1,000.00 deposit per variance application for the first living unit plus \$500.00 additional deposit per additional unit for two (2) or more living units.

Section 17-104. Land Area Measurements. For purposes of calculating the numbers of acres in connection with any annexation, subdivision or other land development herein, the gross area encompassed within the legal description of the subject premises shall be used.

Section 17-105. Stay of Proceedings. All proceeding in connection with any of the foregoing Projects may be held in abeyance until the aforesaid sum is deposited with the Village Clerk.

Section 17-106. Statement of Expenditures. Any statement or bill submitted to the Village by any retained personnel shall segregate and identify the charges and fees incurred directly or indirectly in connection with said Project and a photocopy thereof shall be forwarded by the Village to the Owner whenever such charges or fees are withdrawn from the aforesaid sums deposited by the Owner with the Village.

Section 17-107. Restoration of Fund Balance (Amended Ord. 04-03-02). Whenever the amount deposited by the Owner aforesaid has been drawn upon so that the balance thereof is one-fourth or less of the original amount deposited the Owner shall immediately upon receipt of notice from the Village, deposit with the Village Clerk an amount which will increase the available funds taken on deposit to the amount initially deposited by said Owner with the Village. The Village may hold all further proceeding with regard to such Project in abeyance until the Owner has complied with such subsequent demands. The Village Treasurer shall notify the President and Board of Trustees of the current unused balance of any deposit from time to time when requested by either the President, Village Clerk or members of the Board of Trustees and whenever the balance of any amount so deposited reaches 25% of the amount originally deposited hereunder.

Section 17-108. Termination of Proceedings. Whenever any payments required to be made by an Owner hereunder have not been paid for a period of six (6) months, the Village Board of Trustees may, in its sole and absolute discretion, terminate and render null and void the proposed Project.

Section 17-109. Waiver of Requirements and Extensions. The Board of Trustees may, for good cause shown by an Owner in writing, grant extensions of time for the making of such payments and may, in their sole and absolute discretion waive, in full or in part, the requirements of the Chapter or reduce the amount of deposit required by this Chapter.

Section 17-110. Unused Balance. Within a reasonable time after the completion of any Project or upon the presentment of the final statement of the retained personnel, whichever time is later, any balance remaining in the fund deposited by the Owner shall be paid to such Owner without interest.

ZONING FEES

Section 17-201. Zoning Fees. (Amended Ord. 04-03-02). The following fees shall be applicable in connection with any application for relief sought before the Zoning Board of Appeals (ZBA) and such fee shall be payable to the Village Clerk at the time such application for zoning petition is filed:

Existing Dwelling	Fee
Homeowner	\$500.00 per variance
Development – Acreage	Fee
First 5 acres	\$990
6 acres to 25 acres	\$990 plus \$93 per acre over 5
26 acres to 50 acres	\$2,843 plus \$54 per acre over 26
51 acres to 100 acres	\$4,182 plus \$43 per acre over 51
101 acres to 500 acres	\$6,345 plus \$34 per acre over 100
Over 500 acres	\$19,940 plus \$13 per acre over 501

EXHIBIT A

VILLAGE OF OAKWOOD HILLS
REIMBURSEMENT OF FEES AGREEMENT

OWNER:

Name of Property Owner _____

Owners Address _____

Telephone Number _____ Days _____ Evenings _____

PETITIONER:

Name of Petitioner _____

Petitioner's Address _____

Telephone Number _____ Days _____ Evenings _____

LOCATION OF PROPERTY

General Location _____

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, de-annexation, disconnection, zoning change, subdivision development, PUD or other improvement or development upon real property then the Petitioner and/or 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 they will be required to deposit a sum equal to the "initial escrow" formula described in Chapter 17 **Retained Personnel & Miscellaneous Fees** of the Village of Oakwood Hills Municipal Code as an initial deposit to be credited against fees and costs incurred for the above described services.

2. **Invoices.** The Village shall send the Petitioner regular invoices for the fees and costs and the Petitioner shall reimburse the Village within 30 days of said invoice. At all times the Petitioner shall maintain a balance not less than the initial escrow with the Village.

3. **Exceptions.** For good cause shown by the Petitioner, the Village, in its discretion, may reduce the amount of the initial escrow from the amount as determined by the formula contained in Chapter 17 of the Village of Oakwood Hills Municipal Code.

4. **Withdrawal of Petitioner.** A Petitioner who withdraws a petition for annexation into the Village may apply in writing to the Village Clerk for a refund of their

initial deposit. The Board of Trustees may, in its discretion, approve the refund application less any actual fees and costs that the Village has already incurred relative to the petition for annexation.

5. **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 Ordinance if, in the discretion of the Village, a professional opinion is desired.

6. **Default.** Upon the failure of the Owner and/or Petitioner to reimburse the Village in accordance with this subsection no action on any request made by the Owner and/or Petitioner will be undertaken by the Board of Trustees, or by any other official, quasi-official or deliberative individual or body there under; and such request shall remain in abeyance until all outstanding fees are paid in full. Upon any failure to reimburse the Village in accordance with the Ordinance 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 1 1/2 % 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.

7. **Assigning Authority.** The President and Board of Trustees and the designated Village staff member are hereby authorized to assign requests for professional services to the Village staff or to consultants as the President deems appropriate.

8. **In-House Staff.** When any professional services contemplated by the Ordinance 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 \$100.00 per hour.

9. **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 and all parties in a court of law of competent jurisdiction.

10. **Refund.** The Village shall return any surplus funds in the account of the Petitioner and/or Owner within 30 days after agreement of any future need for funds by the Village Attorney and Village Engineer, upon written request by the Petitioner and/or Owner.

By signing this Agreement the Petitioner and/or Owner acknowledges that each of them have 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 they possess full authority to 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 Ordinance of the Village of Oakwood Hills, and as referred to hereinabove.

VILLAGE OF OAKWOOD HILLS

Petitioner

By: _____
President

Owner

ATTEST:

Village Clerk

Date: _____