

ORDINANCE No. 1726-17

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF  
HAWTHORN WOODS - TITLE 11, SECTION 11-1-2 – DRAW DOWN DEPOSIT  
AGREEMENT

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn  
Woods, Lake County, Illinois, as follows:

SECTION ONE: That Title 11, Section 11-1-2 of the Village Code of the Village of  
Hawthorn Woods entitled “DRAW DOWN DEPOSIT AGREEMENT”, is hereby deleted in its  
entirety and in lieu thereof the following language shall be substituted:

...”

**VILLAGE OF HAWTHORN WOODS  
DRAW DOWN DEPOSIT AGREEMENT**

**I. OWNER**

- A. Owner of Property \_\_\_\_\_ Date \_\_\_\_\_
- B. Owner's Address \_\_\_\_\_
- C. Owner's Phone Number \_\_\_\_\_
- D. Owner's Email Address \_\_\_\_\_

**II. PERSON MAKING REQUEST (PETITIONER)**

- A. Name of Petitioner \_\_\_\_\_
- B. Petitioner's Address \_\_\_\_\_
- C. Petitioner's Phone Number \_\_\_\_\_
- D. Petitioner's Email Address \_\_\_\_\_

**III. LOCATION OF PROPERTY**

- A. General Location of Property \_\_\_\_\_
- B. Acreage of Parcel \_\_\_\_\_
- C. Legal Description (attach as Exhibit A)
- D. Parcel(s) PIN Numbers: \_\_\_\_\_

**IV. DRAW DOWN 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, Village professional staff, financial, traffic or drainage experts, or other consultants, and if the Village incurs various expenses such as publication costs and recording fees during any stage of the approval process, in connection with any Petitioner's request for the Village to consider or otherwise take action upon annexation, zoning change, subdivision development, PUD or other improvement or development upon real property, or if the applicant incurs any fine associated with violations to any section or provision of the Village Code, then the Petitioner and Owner of the property shall be jointly and severally liable for the payment of such fees, expenses and fines plus ten percent (10%) to cover the Village's administrative expenses. At the time the Petitioner requests action from the Village, the Petitioner will be required to deposit the following amounts with the Village as an initial deposit to be credited against fees and costs incurred for the above described services:

Single Family Residential Lot	\$2,000
0 - 4.99 Acres	\$4,000
5 - 15.99 Acres	\$8,000
16 - 50.99 Acres	\$16,000
51 - 100.99 Acres	\$20,000
101 - 200.99 Acres	\$40,000
201 - 300.99 Acres	\$60,000
301 - 400.99 Acres	\$80,000
401 - 600.99 Acres	\$100,000
Over 601 Acres	\$200,000

The Village shall send the Petitioner a monthly accounting report for the fees and costs associated with the development or project. The monthly accounting report will indicate the beginning monthly balance, expenses for the month and the remaining balance of the deposit. Invoices to support the expenses for the month will be attached to the monthly accounting report.

A Petitioner who withdraws such application relating to subsections 11-1-1B3, B4, B5, B6, B8, B10, H5 and H7 of this chapter, may apply in writing to the Village for a refund of the initial deposit. The Board of Trustees may, in its discretion, approve the refund application less any actual fees and costs which the Village has already incurred relative to the petition.

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 deducted from the deposit in accordance with this section if, in the discretion of the Village, a professional opinion is desired.

If the remaining balance of the Draw Down Deposit Agreement reaches 30% of the initial deposit, the Village will determine an amount needed to be deposited with the Village for the continuation of professional services and reviews. Upon the failure of the Owner or Petitioner to deposit such determined amount, the Village in accordance with this subsection, may elect to cease all professional services and reviews. Additionally, no item shall be placed on any deliberative body's agenda until such time that the full initial deposit amount, not 30% of the initial deposit, is deposited or replenished. Further, the Village may deny any application for a grading, building or other permit if such amounts have not been paid in full.

The Mayor and Board of Trustees, Chief Operating Officer and staff members are hereby authorized to assign requests for professional services to the Village staff or to consultants as the Mayor and/or Chief Operating Officer deem appropriate.

When any professional services contemplated by this section are rendered by the Village staff, the cost associated with such professional service shall be at the rate of one-hundred twenty-five dollars (\$125.00) per hour for each Department Director or Planning Manager staff time and one hundred dollars (\$100.00) per hour for each research/analysis staff member's time.

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.

The remaining balance of any fees deposited pursuant to this Agreement shall be refunded at the time the Village accepts all required improvements within the development, pursuant to any improvement agreement executed in connection with the development of the property that is the subject of the petition or application. In the event that no improvements are required, any such balance shall be refunded upon the later occurring of the following events: completion of Village deliberation on the

petition or application, completion of Village inspections on the project associated with the petition or application, recording of all necessary documents associated with the petition or application, or issuance of a building permit upon the property in question.

BY SIGNING BELOW, THE PETITIONER AND OWNER ACKNOWLEDGE THAT EACH OF THEM HAS READ THE FOREGOING PARAGRAPHS AND EACH OF THEM FULLY UNDERSTAND 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 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 HAWTHORN WOODS, AND AS REFERRED TO HEREINABOVE.

**Petitioner/Owner**

**Village of Hawthorn Woods**

\_\_\_\_\_  
Petitioner

\_\_\_\_\_  
Chief Operating Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date"

SECTION TWO: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION THREE: That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law.

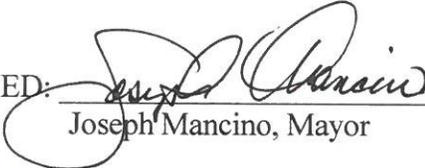
The foregoing Ordinance was adopted by a roll call vote as follows:

AYES: Parzio, Russ, Morgan, Corrigan, D'Amaggio, David

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

APPROVED:   
Joseph Mancino, Mayor

ATTEST:   
Donna Lobaito, Village Clerk

PASSED: February 27, 2017

APPROVED: February 27, 2017

PUBLISHED: February 28, 2017