

## ORDINANCE NO. 3094

### AN ORDINANCE AMENDING THE SUBDIVISION CODE

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF PLAINFIELD, WILL AND KENDALL COUNTIES, ILLINOIS, THAT CHAPTER 7 OF THE PLAINFIELD CODE COMMONLY KNOWN AS THE SUBDIVISION CODE IS HEREBY AMENDED AS FOLLOWS:

I. That Section 7-163 is hereby amended by the addition of the following:

#### SECTION 1. PROFESSIONAL FEES

The Applicant shall pay to the Village any and all professional fees and expenses incurred by the Village in conjunction with the Applicant's project from the date of this ordinance through completion of the project as itemized in the Attachments. Professional fees and expenses shall include, but not be limited to services provided in legal, planning, engineering, traffic, financial and other disciplines necessitated by the project. Fees shall also include but are not limited to, all time associated with review, analysis, discussions, meetings, inspections, planning and other work or services performed on behalf of the Village in conjunction with the project.

The fees for professional engineering review, as detailed in Attachment A, shall be as follows:

#### PEOPC Amount

Pre-Review	Up to \$250,000	1% of EOPC Amount \$2,500 plus
	\$250,001 to \$1,000,000	0.75% of EOPC amount over \$250,001 \$8,125 plus
	Over \$1,000,000	0.5% of EOPC over \$1,000,001

#### FEOPC Amount

Final Plat/ Site Plan	Up to \$250,000	3% of EOPC Amount \$7,500 plus
	\$250,000 to \$1,000,000	2.25% of EOPC amount over \$250,001 \$24,375 plus
	Over \$1,000,000	1.5% of EOPC amount over \$1,000,000

#### FEOPC Amount

Construction Services	Less than \$100,000	Lump Sum Fee of \$4,000
	Over \$100,000	\$2,000 plus 2.0 of EOPC amount

The fees for Pre-Review or Due Diligence Phase, and Concept Plan and Annexation Agreement Review, will be the lump sum amounts indicated above and will be invoiced at the time the submittals are received. The fees for Items Preliminary Plat Review, Final Plat Review, and Site Plan Review, will be based upon the percent of the Engineer's Opinion of Probable Cost indicated above. The Preliminary Plat submittal will include a Preliminary Engineer's Opinion of Probable Cost (PEOPC) for the development. For single-family residential development, the PEOPC will include those items within the public right-of-way and easements, and all storm water improvements. For multi-family residential, commercial, institutional and industrial development, the PEOPC will include the cost for all site improvements excluding building costs. The PEOPC will be reviewed by the Village Engineer and the amount agreed upon by both the developer and Village prior to initiation of the review. Should a conflict arise, the Village Administrator will make the final decision on the appropriate amount. Payment for the Preliminary Plat review will be based upon the percentage of the PEOPC indicated above. An invoice will be sent for 50 percent of the amount due upon approval of the PEOPC, and an invoice for the last 50 percent will be sent upon the completion of the initial review letter.

Payment for the Final Plat and Site Plan review will be computed upon the percentage of the FEOPC indicated above. Final Plat and Site Plan submittals will be accompanied by a current Engineer's Opinions of Probable Construction Cost, based on the scope of development proposed on the current plans. Invoices for 30 percent of the total amount will be sent upon receipt of the first submittal, and completion of the second and third review letters. Upon acceptance of the Final Engineer's Opinion of Probable Cost (FEOPC), an invoice will be sent for 100 percent of the fee based upon FEOPC less the amounts previously paid. Should a FEOPC not be established within six months of submittal of the Final Plat or Site Plan, an invoice will be sent for 100 percent of the fee based upon the EOPC, with an adjustment made once the FEOPC is established. Final Plat or Site Plan review services beyond an 18 month period from the time of the initial submittal will be invoiced separately at an hourly rate basis for actual time spent and expenses incurred.

Should a Final Plat be submitted simultaneously with a Preliminary Plat, the review fee will be the sum of the Preliminary and Final Plat fees indicated above.

Payment for Construction Services shall be computed based upon the percentage of the FEOPC indicated above. Invoices for 10 percent of the total amount will be sent to the developer during each of the first ten months of construction. If construction services are concluded prior to ten months, a final invoice for the balance of the fee will be sent at the conclusion of construction services. Construction services provided beyond the two year period from filing of the final plat or the initiation of construction will be invoiced separately at an hourly rate basis for the actual time spent and expenses incurred.

## **SECTION 2. SECURITY**

Concurrent with the execution of this Agreement, the Applicant shall post with the Village as security for payment herein the following amount(s) which is/are dependent on the size of the project:

<b>SIZE OF DEVELOPMENT</b>	<b>SECURITY</b>
10 acres or less	\$5,000
11 acres to 99 acres	\$10,000
100 acres or more	\$20,000

The Village is expressly authorized to apply this security in payment of such fees, costs and expenses in the event the Applicant fails to make payments as described in Section 3 of this Agreement. The Applicant acknowledges and agrees to continuously maintain this amount of deposit with the Village until completion of the project.

The applicant has the option to pay all the estimated engineering fees upfront at the time of the application and receive a 2% discount of the total fees. If the fees are paid upfront, no deposit shall be required.

In the event that any amount of the security posted herein remains on deposit at the completion of the project, the Village shall cause such unnecessary security to be returned to the Applicant within sixty (60) days of completion of the project and payment of all expenses to the professional staff or consultants.

## **SECTION 3. PAYMENT**

The Village shall provide the Applicant with timely invoices itemizing the fees and the work performed. The Applicant shall pay the Village within thirty (30) days of the date of the invoice from the Village. If the developer does not pay the invoice within the 30-day period, interest shall accrue on the unpaid balance at a rate of 18 percent (18%) per annum. The Village may also, following written notification to the Applicant, direct that all professional staff, consultants, and Village Officials cease work on the project until the invoice is paid in full. If the Applicant has progressed to the stage where building or occupancy permits are being issued, such permits may be withheld until all fees are paid to the satisfaction of the Village.

## **SECTION 4. COOPERATION**

The Applicant shall provide reasonable cooperation to the Village, its officials, professional staff, and consultants, with respect to the review of its project and Applicant's performance thereunder.

## **SECTION 5. REPRESENTATION OF VILLAGE ONLY**

The Applicant also acknowledges that the independent professional staff and consultants solely represent the Village and its interest and do not represent the Applicant.

## **SECTION 6. VILLAGE ENGINEER**

The Village Engineer shall reserve the right to waive any deposit requirement for engineering review if an applicant site is below one acre or requires no engineer review. In addition, the Village Engineer as a policy shall reserve the right to require Final Engineering at the time of the Site Plan or Final Plat if the circumstances dictate the requirement for prudent professional engineering requirements as outlined by the Village Engineer.

## **SECTION 7. ATTORNEY FEES**

In the event any suit or action is brought to enforce or otherwise affects this code provision or any of its provisions, the Applicant shall pay the Village's attorney and expert witness fees, costs and expenses associated with such litigation.

## **SECTION 8. ENGINEERING REVIEW AND CONSTRUCTION SERVICES FEES**

### **1. Pre-Review or Due Diligence Phase**

This item of work provides the developer with engineering assistance during the due diligence phase. Utility information, drainage issues, transportation requirements and other pertinent information regarding the site will be made available to the developer. Items of work include:

- a. Research available information regarding the site.
- b. Attend meeting with developer to present information and to answer questions.

### **2. Concept Plan and Annexation Agreement Review**

This item of work includes review of the engineering items in the concept plan and the annexation agreement. Items of work include:

- a. Office review of one version of the concept plan and annexation agreement; and preparation and issuance of written comments.
- b. Attend one concept plan review meeting with Village staff and developer.
- c. Attend one Plan Commission meeting.

Written comments shall be provided within 10 working days of the receipt of a concept plan, receipt of an annexation agreement, or written authorization to proceed issued by the Village to the consultant, whichever is later.

### **3. Preliminary Plat Review**

This item of work includes review of the Preliminary Plat submittal as required by the Village's Subdivision Control Ordinance and summarized in the Preliminary Plat Checklist. In addition to the listed requirements, a Preliminary Engineer's Opinion of Probable Construction Cost is also needed for the review of the Preliminary Plat. Items of work include:

- a. Review submittal for completeness and notify developer of deficiencies.
- b. Office review of one version of the complete Preliminary Plat submittal; and preparation and issuance of written comments.
- c. Attend one Preliminary Plat review meeting with Village staff and developer.
- d. Review corrected Preliminary Plat submittal addressing the items in the initial review; and prepare and issue written comments.
- e. Attend one Plan Commission meeting.
- f. Attend one Village Board meeting.

Written deficiency notifications shall be provided within 5 working days of the receipt of a partial Preliminary Plat submittal. Written comments regarding a Preliminary Plat shall be provided within 10 working days of the receipt of a complete Preliminary Plat submittal, or written authorization to proceed issued by the Village to the consultant, whichever is later.

### **4. Final Plat Review**

This item of work includes review of the Final Plat Submittal as required by the Village's Subdivision Ordinance and summarized in the Final Plat Checklist. Items of work include:

- a. Review submittal for completeness and notify developer of deficiencies.
- b. Office review of one version of complete Final Plat submittal and preparation and issuance of written comments.
- c. Attend two Final Plat review meetings with Village staff and developer.
- d. Review two corrected Final Plat submittals addressing the items in the previous reviews and preparation and issuance of written comments.
- e. Attend two Plan Commission meetings.
- f. Attend one Village Board meeting.

- g. Two reviews of mass grading permit submittals, which do not involve any regulatory requirements or jurisdictions beyond the Notice of Intent to the IEPA to be covered by the General NPDES Permit.

Written deficiency notifications shall be provided within 5 working days of the receipt of a partial Final Plat submittal. Written comments regarding a Final Plat shall be provided within 10 working days of the receipt of a complete Final Plat submittal, or written authorization to proceed issued by the Village to the consultant, whichever is later.

## **5. Site Plan Review**

This item of work includes review of the Site Plan Submittal as required by the Village's Site Plan Review Ordinance and summarized in the Site Plan Checklist. Items of work include:

- a. Review submittal for completeness and notify developer of deficiencies.
- b. Office review of one version of complete Site Plan submittal and preparation and issuance of written comments.
- c. Attend two Site Plan review meetings with Village staff and developer.
- d. Review two corrected Site Plan submittals addressing the items in the previous reviews and preparation and issuance of written comments.
- e. Attend two Plan Commission meetings.
- f. Attend one Village Board meeting.
- g. Two reviews of mass grading permit submittals, which do not involve any regulatory requirements or jurisdictions beyond the Notice of Intent to the IEPA to be covered by the General NPDES Permit.

Written deficiency notifications shall be provided within 5 working days of the receipt of a partial Site Plan submittal. Written comments regarding a Site Plan shall be provided within 10 working days of the receipt of a complete Site Plan submittal, or written authorization to proceed issued by the Village to the consultant, whichever is later.

## **6. Construction Services**

This item of work includes construction services during completion of the development. Items of work include:

- a. Coordinate and run preconstruction meeting.
- b. Complete periodic observations.
- c. Coordinate, observe and report on required testing.
- d. Advise Village staff on project status.
- e. Prepare deficiency lists.
- f. Review letter of credit reduction request.
- g. Complete final inspection and provide letter recommending acceptance.
- h. Review record drawings and video records.

## 7. Additional Services

Additional services, including, but not limited to the following, may be provided by the Village's engineering consultant with the scope and fee for the additional services negotiated by the Village and Developer and made part of this agreement prior to initiation of any such services:

- a. Attendance at additional meetings
- b. Design of improvements
- c. Assistance with regulatory agency approval
- d. Variance requests
- e. Review of plan changes not requested by the Village or its consultants
- f. Review of plans after design consultants have been changed
- g. Additional reviews beyond those listed above
- h. Assistance with the design of on-site project improvements
- i. Value engineering of project improvements
- j. Review of recapture amounts

II. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

PASSED THIS 4<sup>TH</sup> DAY OF February, 2013

AYES: Rippy, Bonuchi, Fay, Lamb, Peck

NAYS: None

ABSENT: Racich

APPROVED THIS 4<sup>TH</sup> DAY OF February, 2013.

MICHAEL P. COLLINS  
VILLAGE PRESIDENT

ATTEST:

MICHELLE GIBAS  
VILLAGE CLERK