#### CHAPTER 9 POLICIES

- 9.01 Recording Documents
- 9.02 Reimbursement of Fees
- 9.03 Requests for Proposals for Public Works Contracts, 2015-16-02

#### 9.01 RECORDING DOCUMENTS

Any map, plat or subdivision of any block, lot, sub-lot or part thereof, or of any piece or parcel of land within the corporate limits of the Village of Bull Valley proposed to be recorded in the Recorder's Office of McHenry County, Illinois, shall first be submitted to the corporate authorities for their approval before the same may be entitled to be recorded in said office and until such approval, the same shall have no validity.

#### 9.02 REIMBURSEMENT OF FEES Amended, 2002-03-35, 2016-17-10

A. Deposit. In the event that it is necessary for the Village to obtain professional services, including, but not limited to attorneys, engineers, planners, architects, hydrologists, wetlands experts, surveyors, traffic or drainage experts, or other consultants, in connection with any "Owner's" (as hereinafter defined) request for the Village to consider or otherwise take action upon any sketch plan, preliminary plan, final plat of subdivision, site development permit, zoning change, special use permit, zoning variation, or other improvement or development upon real property, then the Owner of the property shall be liable for the payment of such professional fees plus five percent thereof to cover the Village's administrative expenses. For purposes of this Chapter, "Owner" is defined as the individual, firm, association, syndicate, co-partnership, corporation, trust, or any other legal entity having a proprietary interest of record in the subject property, except that in the case of a trust the Owner shall be deemed to include the beneficiary or beneficiaries and the trustee thereof. The term "Owner" also includes the Owner's authorized agent or any person authorized by such owner to apply for Village approval in connection with a sketch plan, preliminary plan, final plat of subdivision, site development permit, zoning change, special use permit, zoning variation or other improvement or development upon real property. Such persons shall be jointly and severally liable for the payment of such professional fees plus five percent thereof to cover the Village's administrative expenses.

#### B. Deposit Schedule.

1. Sketch Plan. At the time that the Owner requests action from the Village with respect to a sketch plan for a proposed subdivision, residential or retail planned unit development, affordable housing development, or site development plan, such Owner shall be required to enter into a Reimbursement of Fees Agreement, in the form set forth in Exhibit 9-A at the end of this Chapter 9, and deposit \$1,000.00 with the Village as an initial deposit to be credited against actual fees and costs incurred by the Village, along with the Village's 5% administrative fee in reviewing such sketch plan. The Reimbursement of Fees Agreement shall be maintained and remain in full force

9-1 1/28/19

and effect for the duration of the development process including sketch, preliminary and final plat stages.

At such time that the balance of such deposit is reduced to \$500.00 or less, the Owner shall deposit additional funds to restore the balance of such deposit to the amount of \$1,000.00. Any balance which is remaining after the Village's review of the sketch plan shall be returned to the Owner or at the Owner's option, credited toward the deposit required for a Preliminary Plan.

2. Preliminary Plan: At the time that the Owner requests action from the Village with respect to a preliminary plan for a proposed subdivision, residential or retail planned unit development, affordable housing development, or site development plan, such Owner shall be required to deposit \$10,000.00 with the Village as an initial deposit to be credited against actual fees and costs incurred by the Village, along with the Village's 5% administrative fee, in reviewing such preliminary plan.

At such time that the balance of such deposit is reduced to \$5,000.00 or less, the Owner shall deposit additional funds to restore the balance of such deposit to the amount of \$10,000.00. Any balance which is remaining after the Village's review of the preliminary plan shall be returned to the Owner or at the Owner's option, credited toward the deposit required for a Final Plat.

3. Final Plat: At the time that the Owner requests action from the Village with respect to a final plat for a proposed subdivision, residential or retail planned unit development, affordable housing development, or site development plan, such Owner shall deposit \$5,000.00 with the Village as an initial deposit to be credited against actual fees and costs incurred by the Village, along with the Village's 5% administrative fee, in reviewing such preliminary plan.

At such time that the balance of such deposit is reduced to \$2,500.00 or less, the Owner shall deposit additional funds to restore the balance of such deposit to the amount of \$5,000.00. Any balance which is remaining after the Village's review and approval of the final plat and filing of the final plat in the McHenry County Recorder's office, shall be returned to the Owner.

4. In the event that the Owner requests action from the Village relative to a telecommunications structure development, or alternative energy source development, (other than permitted solar accessory use under Section 11 of this Code) such Owner will be required to enter into a Reimbursement of Fees Agreement, in the form set forth in Exhibit 9-B at the end of this Chapter 9, and deposit \$10,000.00 with the Village as an initial deposit to be credited against fees and costs incurred in reviewing such telecommunications structure development.

At such time that such balance is reduced to \$5,500.00 or less, the Owner shall deposit additional funds to restore such balance to the amount of \$10,000.00. Any balance which is remaining after the Village's review of such telecommunications structure development shall be returned to the Owner.

5. In the event that the Owner requests action from the Village relative to any other matter, such as a zoning change, zoning variation, or special use permit not addressed in paragraphs

9-2 1/28/19

one through four above or other improvements or development not involving any proposed subdivision lots or site development of land, such Owner shall be required to enter into a Reimbursement of Fees Agreement, in the form set forth in Exhibit 9-B at the end of this Chapter 9, and deposit \$1,000.00 with the Village as an initial deposit to be credited against fees and costs incurred in reviewing such zoning change, special use permit, zoning variation or other improvements or development not involving any proposed sub-division of lots or site development of land.

At such time that such balance is reduced to \$500.00 or less, the Owner shall deposit additional funds to restore such balance to the amount of \$1,000.00. Any balance which is remaining after the Village's review of such zoning change, special use permit, zoning variation, or other improvements or development not involving any proposed subdivision of lots or site development of land shall be returned to the Owner.

- C. <u>Invoices</u>. The Village shall issue to the Owner regular invoices for the fees and costs and deduct such fees and costs incurred to date, along with the Village's 5% administrative fee, from the Owner's deposit.
- D. Withdrawal of Request for Approval from the Village. An Owner who withdraws a request for the Village to consider or otherwise take action upon any sketch plan, preliminary plan, final plat of subdivision, residential or retail planned unit development, affordable housing plan, site development permit, zoning change, special use permit, zoning variation, or other improvement or development upon real property, may apply in writing to the Village Clerk for a refund of the initial deposit. The Board of Trustees may, at its discretion, approve the refund application, less any actual fees and costs which the Village has already incurred relative to the requested action and the Village's 5% administrative fee.
- E. <u>Professional Fees</u>. Any fees for professional services described in Section 9.02-A above and incurred as a direct or indirect result of the Owner's 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 Section 9.02 if, at the discretion of the Village, a professional opinion is desired.
- F. <u>Default</u>. Upon the failure of the Owner to reimburse the Village in accordance with this Section 9.02, no action on any request made by the Owner shall be undertaken by the Board of Trustees, 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 Village in accordance with this Section 9.02, the Village may, at its discretion, elect to place a lien against any real property associated with the Owner's request. Interest in the amount of 1½ percent per month shall accrue on all sums outstanding for 30 days or more. Said lien shall be in an amount equal to the outstanding amount owed to the Village.
- G. <u>Assigning Authority</u>. The President and Board of Trustees and the designated Village staff members are hereby authorized to assign requests for professional services to the Village staff or to consultants as the President deems appropriate.

9-3 1/28/19

- H. <u>In House Staff</u>. When any professional services contemplated by this Section 9.02 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 determined from time to time by the Board of Trustees.
- I. <u>Remedies</u>. 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.
- J. <u>Refund</u>: Any surplus funds in the account of the Owner shall be returned six months after approval by the Village Attorney and Village Engineer, upon written request by the Owner.
- K. <u>Attorneys' Fees</u>: In the event that the Village brings or defends an action relating to the reimbursement of fees for services described in Section 9.02-A above against the Owner, and prevails in such action, it shall be reimbursed for its attorneys' fees and professionals' costs arising, directly or indirectly, from such action by the Owner.

#### 9.03 REQUESTS FOR PROPOSALS FOR PUBLIC WORKS CONTRACTS 2015-16-02

The following policy and procedure will be followed when seeking contracts for public works projects.

- A. No less than three (3) contractors that do the kind of work required will be contacted and asked to submit proposals. Contractors will be notified that the Village is subject to the Illinois Prevailing Wage Law.
- B. The Request for Proposal will be posted on the Village web site. If no proposals are received in thirty (30) days the Village may choose to publish the RFP in a local area newspaper.
- C. The Village shall award the work to the Lowest Responsible Bidder. Determination of the lowest responsible bidder will include consideration of the following:
  - 1. The bidder's financial responsibility and ability to perform the contract, including use of necessary equipment and time frame allotted for the project;
  - 2. The bidder's compliance with anti-discrimination statutes;
  - 3. Whether the bidder is fully insured and bonded;
  - 4. The bidder's past record of dealings with the Village.
- D. The Village may reject the lowest responsible bid to avoid any appearance of impropriety.

9-4 1/28/19

- E. Contract(s) awarded a bidder will be returned with required signatures and authorizations and contain notice to the Contractor that the Prevailing Wage Law applies to the contract.
- F. The Village shall require copies of all records of wages paid to all laborers, workers and mechanics on the project, and shall maintain a file of these records for a period of no less than five (5) years.

9-5 1/28/19

# Exhibit 9-A VILLAGE OF BULL VALLEY REIMBURSEMENT OF FEES AGREEMENT FOR SKETCH PLAN, PRELIMINARY PLAN OR FINAL PLAT OF SUBDIVISION

Village of Bull Valley Account # \_\_\_\_\_

	Reimbursement of Fees Agreement is enter Valley (please check one):	ered into f	For the following action by the Village of		
	Sketch Plan		Final Plat of Subdivision		
	Preliminary Plan				
I.	OWNER INFORMATION:				
	Owner's Name:	Phone	Number: ( )		
	Address:				
	City, State, Zip:				
II.	Only complete Section II of this Agreement if the Applicant is different from the Owner named in Section I above. Please note that the Applicant <u>must</u> be an authorized agent of the Owner named in Section I above.  PERSON MAKING REQUEST FOR REIMBURSEMENT OF FEES ON BEHALFOF OWNER (Applicant):				
	Applicant's Name:	Phone	Number: ( )		
	Address:				
	City, State, Zip:				
III.	LOCATION OF PROPERTY - If you do not have an address for the property, please describe the specific location of the property (e.g., northwest corner of First Avenue and Main Street, property adjacent to First Avenue and is approximately 500 feet south of Main Street on the east side of First Avenue, etc.). Please be as specific as possible:				
	Address of Property (or specific location of property):				
	Property Identification No.:		Acreage of Parcel:		
	Legal Description: The legal description of the property MUST be attached to this Agreement.				

9-6 1/28/19

#### IV. REIMBURSEMENT OF FEES:

A. <u>Deposit</u>. In the event that it is necessary for the Village to obtain professional services, including, but not limited to attorneys, engineers, planners, architects, hydrologists, wetlands experts, surveyors, traffic or drainage experts, or other consultants, in connection with any "Owner's" (as hereinafter defined) request for the Village to consider or otherwise take action upon any sketch plan, preliminary plan, or final plat of subdivision of real property, then the Owner of the property shall be liable for the payment of such professional fees plus five percent thereof to cover the Village's administrative expenses. For purposes of this Agreement, "Owner" is defined as the individual, firm, association, syndicate, co-partnership, corporation, trust, or any other legal entity having a propriety interest of record in the subject property, except that in the case of a trust the Owner shall include the beneficiary or beneficiaries and the trustee thereof. The term "Owner" also includes the Owner's authorized agent or any person authorized by such owner to apply for Village approval in connection with a sketch plan, preliminary plan, or final plat of subdivision of real property. Such persons shall be jointly and severally liable for the payment of such professional fees plus five percent thereof to cover the Village's administrative expenses.

#### B. <u>Deposit Schedule</u>.

1. Sketch Plan. At the time that the Owner requests action from the Village with respect to a sketch plan for a proposed subdivision, residential or retail planned unit development, affordable housing development, or site development plan, such Owner shall be required to enter into a Reimbursement of Fees Agreement, in the form set forth in Exhibit 9-A at the end of this Chapter 9, and deposit \$1,000.00 with the Village as an initial deposit to be credited against actual fees and costs incurred by the Village, along with the Village's 5% administrative fee in reviewing such sketch plan. The Reimbursement of Fees Agreement shall be maintained and remain in full force and effect for the duration of the development process including sketch, preliminary and final plat stages.

At such time that the balance of such deposit is reduced to \$500.00 or less, the Owner shall deposit additional funds to restore the balance of such deposit to the amount of \$1,000.00. Any balance which is remaining after the Village's review of the sketch plan shall be returned to the Owner or at the Owner's option, credited toward the deposit required for a Preliminary Plan.

2. Preliminary Plan: At the time that the Owner requests action from the Village with respect to a preliminary plan for a proposed subdivision, residential or retail planned unit development, affordable housing development, or site development plan, such Owner shall be required to deposit \$10,000.00 with the Village as an initial deposit to be credited against actual fees and costs incurred by the Village, along with the Village's 5% administrative fee, in reviewing such preliminary plan.

At such time that the balance of such deposit is reduced to \$5,000.00 or less, the Owner shall deposit additional funds to restore the balance of such deposit to the amount of \$10,000.00. Any balance which is remaining after the Village's review of the preliminary plan shall be returned to the Owner or at the Owner's option, credited toward the deposit required for a Final Plat.

9-7 1/28/19

3. Final Plat: At the time that the Owner requests action from the Village with respect to a final plat for a proposed subdivision, residential or retail planned unit development, affordable housing development, or site development plan, such Owner shall deposit \$5,000.00 with the Village as an initial deposit to be credited against actual fees and costs incurred by the Village, along with the Village's 5% administrative fee, in reviewing such preliminary plan.

At such time that the balance of such deposit is reduced to \$2,500.00 or less, the Owner shall deposit additional funds to restore the balance of such deposit to the amount of \$5,000.00. Any balance which is remaining after the Village's review and approval of the final plat and filing of the final plat in the McHenry County Recorder's office, shall be returned to the Owner.

- C. <u>Invoices</u>. The Village shall issue to the Owner regular invoices for the fees and costs and deduct such fees and costs incurred to date, along with the Village's 5% administrative fee, from the Owner's deposit.
- D. <u>Withdrawal of Request for Approval from the Village</u>. An Owner who withdraws a request for the Village to consider or otherwise take action upon any sketch plan, preliminary plan, final plat of subdivision, residential or retail planned unit development, affordable housing plan, site development permit, zoning change, special use permit, zoning variation, or other improvement or development upon real property, may apply in writing to the Village Clerk for a refund of the initial deposit. The Board of Trustees may, at its discretion, approve the refund application, less any actual fees and costs which the Village has already incurred relative to the requested action and the Village's 5% administrative fee.
- E. <u>Professional Fees</u>. Any professional fees for professional services described herein incurred as a direct or indirect result of the Owner's requesting a professional opinion or otherwise requesting relief or assistance from the Village, whether or not related to real property, shall be reimbursed by the Owner to the Village if, at the discretion of the Village, a professional opinion is desired.
- F. <u>Default</u>. Upon the failure of the Owner to reimburse the Village in accordance with this Agreement, no action on any request made by the Owner shall be undertaken by the Board of Trustees, 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 Village in accordance with this Agreement, the Village may, at its discretion, elect to place a lien against any real property associated with the Owner's request. Interest in the amount of 1½ percent per month shall accrue on all sums outstanding for 30 days or more. Said lien shall be in an amount equal to the outstanding amount owed to the Village.
- G. <u>Assigning Authority</u>. The President and Board of Trustees and the designated Village staff members are hereby authorized to assign requests for professional services to the Village staff or to consultants as the President deems appropriate.
- H. <u>In House Staff</u>. When any professional services contemplated by this Agreement are rendered by the Village staff, then in such case the party making the request shall reimburse the

9-8 1/28/19

Village for its cost incurred in providing said professional services. Said reimbursement shall be determined from time to time by the Board of Trustees.

- I. <u>Remedies</u>. 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.
- J. <u>Refund</u>. Any surplus funds in the account of the Owner shall be returned six months after approval by the Village Attorney and Village Engineer, upon written request by the Owner.
- K. <u>Attorneys' Fees</u>. In the event that the Village brings or defends an action relating to the reimbursement of professional fees for professional services described in this Agreement against the Owner, and prevails in such action, it shall be reimbursed for its attorneys' fees and professionals' costs arising, directly or indirectly, from such action by the Owner.

BY SIGNING BELOW, THE OWNER AND APPLICANT ACKNOWLEDGE THAT THEY HAVE READ THE FOREGOING PARAGRAPHS AND FULLY UNDERSTAND AND AGREE 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 APPLICANT AGREE THAT THEY SHALL BE JOINTLY AND SEVERALLY LIABLE FOR PAYMENT OF FEES REFERRED TO IN APPLICABLE SECTIONS OF THE VILLAGE OF BULL VALLEY MUNICIPAL CODE, AND AS REFERRED TO HEREINABOVE.

	Village of Bull Valley	
Owner	President	
Applicant (if applicable)	ATTEST:	
Date:	Clerk	
	Date:	

9-9 1/28/19

### Exhibit 9-B

## VILLAGE OF BULL VALLEY REIMBURSEMENT OF FEES AGREEMENT

## FOR ZONING CHANGE, ZONING VARIATION, SPECIAL USE PERMIT, SITE DEVELOPMENT PERMIT OR OTHER RELIEF

		Vil	lage of Bull Valley Account #
	is Reimbursement of Fees Agreement is all Valley (please check one):	is enter	red into for the following action by the Village of
	Zoning Change		Site Development Permit
	Zoning Variation		Telecommunications or Solar Development
	Special Use Permit		Other (Please Specify):
I.	OWNER INFORMATION:		
	Owner's Name:		Phone Number: ( )
Address:			
II.	Only complete Section II of this Agreement if the Applicant is different from the Ownamed in Section I above. Please note that the Applicant must be an authorized agent of Owner named in Section I above.  PERSON MAKING REQUEST FOR REIMBURSEMENT OF FEES ON BEHALF OWNER (Applicant):		
	Applicant's Name:		Phone Number: ( )
	Address:		
City, State, Zip:			

III. LOCATION OF PROPERTY - If you do not have an address for the property, please describe the specific location of the property (e.g., northwest corner of First Avenue and Main Street, property adjacent to First Avenue and is approximately 500 feet south of Main Street on the east side of First Avenue, etc.). Please be as specific as possible:

9-10 1/28/19

Address of Property (or specific location of property):					
Property Identification No.:	Acreage of Parcel:				
Legal Description: The legal description of the property MUST be attached to this Agreement.					

#### IV. REIMBURSEMENT OF FEES:

Deposit. In the event that it is necessary for the Village to obtain professional A. services, including, but not limited to attorneys, engineers, planners, architects, hydrologists, wetlands experts, surveyors, traffic or drainage experts, or other consultants, in connection with any "Owner's" (as hereinafter defined) request for the Village to consider or otherwise take action upon any zoning change, special use permit, zoning variation, site development permit, or other improvements or development not involving any proposed subdivision of lots of real property, then the Owner shall be liable for the payment of such professional fees plus five percent thereof to cover the Village's administrative expenses. For purposes of this Agreement, "Owner" is defined as the individual, firm, association, syndicate, co-partnership, corporation, trust, or any other legal entity having a proprietary interest of record in the subject property, except that in the case of a trust the Owner shall include the beneficiary or beneficiaries and the trustee thereof. The term "Owner" also includes the Owner's authorized agent or any person authorized by such owner to apply for Village approval in connection with a site development permit, zoning change, special use permit, zoning variation or other improvement or development upon real property. Such persons shall be jointly and severally liable for the payment of such professional fees plus five percent thereof to cover the Village's administrative expenses.

#### B. Deposit Schedule.

1. In the event that the Owner requests action from the Village relative to a telecommunications structure development, or alternative energy source development, (other than permitted solar accessory use under Section 11 of this Code) such Owner will be required to enter into a Reimbursement of Fees Agreement, in the form set forth in Exhibit 9-B at the end of this Chapter 9, and deposit \$10,000.00 with the Village as an initial deposit to be credited against fees and costs incurred in reviewing such telecommunications structure development.

At such time that such balance is reduced to \$5,500.00 or less, the Owner shall deposit additional funds to restore such balance to the amount of \$10,000.00. Any balance which is remaining after the Village's review of such telecommunications structure development shall be returned to the Owner.

2. In the event that the Owner requests action from the Village relative to any other matter, such as a zoning change, zoning variation, or special use permit not addressed in paragraphs one through four above or other improvements or development not involving any proposed

9-11 1/28/19

subdivision lots or site development of land, such Owner shall be required to enter into a Reimbursement of Fees Agreement, in the form set forth in Exhibit 9-B at the end of this Chapter 9, and deposit \$1,000.00 with the Village as an initial deposit to be credited against fees and costs incurred in reviewing such zoning change, special use permit, zoning variation or other improvements or development not involving any proposed sub-division of lots or site development of land.

At such time that such balance is reduced to \$500.00 or less, the Owner shall deposit additional funds to restore such balance to the amount of \$1,000.00. Any balance which is remaining after the Village's review of such zoning change, special use permit, zoning variation, or other improvements or development not involving any proposed subdivision of lots or site development of land shall be returned to the Owner.

- C. <u>Invoices</u>. The Village shall issue to the Owner regular invoices for the fees and costs and deduct such fees and cost incurred to date, along with the Village's 5% administrative fee, from the Owner's deposit.
- D. <u>Withdrawal of Request for Approval from the Village</u>. An Owner who withdraws a request for the Village to consider or otherwise take action upon any zoning change, special use permit, zoning variation, site development permit, or other improvements or development not involving any proposed subdivision of lots upon real property, may apply in writing to the Village Clerk for a refund of the initial deposit. The Board of Trustees may, at its discretion, approve the refund application, less any actual fees and costs which the Village has already incurred relative to the requested action and the Village's 5% administrative fee.
- E. <u>Professional Fees</u>. Any professional fees for professional services described herein and incurred as a direct or indirect result of the Owner's requesting a professional opinion or otherwise requesting relief or assistance from the Village, whether or not related to real property, shall be reimbursed by the Owner to the Village if, at the discretion of the Village, a professional opinion is desired.
- F. <u>Default</u>. Upon the failure of the Owner to reimburse the Village in accordance with this Agreement, no action on any request made by the Owner shall be undertaken by the Board of Trustees, 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 Village in accordance with this Agreement, the Village may, at its discretion, elect to place a lien against any real property associated with the Owner's request. Interest in the amount of 1½ percent per month shall accrue on all sums outstanding for 30 days or more. Said lien shall be in an amount equal to the outstanding amount owed to the Village.
- G. <u>Assigning Authority</u>. The President and Board of Trustees and the designated Village staff members are hereby authorized to assign requests for professional services to the Village staff or to consultants as the President deems appropriate.

9-12

- H. <u>In House Staff</u>. When any professional services contemplated by this Agreement 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 determined from time to time by the Board of Trustees.
- I. <u>Remedies</u>. 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.
- J. Refund. Any surplus funds in the account of the Owner shall be returned six months after approval by the Village Attorney and Village Engineer, upon written request by the Owner.
- K. <u>Attorneys' Fees</u>. In the event that the Village brings or defends an action relating to the reimbursement of professional fees for professional services described in this Agreement against the Owner, and prevails in such action, it shall be reimbursed its attorneys' fees and professionals' costs arising, directly or indirectly, from such action by the Owner.

BY SIGNING BELOW, THE OWNER AND APPLICANT ACKNOWLEDGE THAT THEY HAVE READ THE FOREGOING PARAGRAPHS AND FULLY UNDERSTAND AND AGREE 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 APPLICANT AGREE THAT THEY SHALL BE JOINTLY AND SEVERALLY LIABLE FOR PAYMENT OF FEES REFERRED TO IN APPLICABLE SECTIONS OF THE VILLAGE OF BULL VALLEY MUNICIPAL CODE, AND AS REFERRED TO HEREINABOVE.

	Village of Bull Valley	
Owner	President	
Applicant (if applicable)	ATTEST:	
Date:	Clerk	
	Date:	

9-13