

**CITY OF
ROLLING MEADOWS**

**LICENSE TO INSTALL
AND MAINTAIN A
RETAINING WALL**

This Agreement, made and entered into this ____ day of _____, 20____, by and for the City of Rolling Meadows ("City") and _____ and _____ ("Title Holder(s)").

WHEREAS, the undersigned are (is) the record Title Holder(s) of the following legally described property, which property is commonly known as _____, Rolling Meadows, Illinois:

LEGAL DESCRIPTION AS FOLLOWS:

PERMANENT TAX INDEX NO.: _____

WHEREAS, the Title Holder(s) desire to install a retaining wall in the City's public right-of-way or easement; and

WHEREAS, the City agrees, through its Community Development Director, to allow the installation of a retaining wall in its right-of-way or easement, subject to the following conditions, until such time as their license is revoked by the City upon thirty (30) days written notice to the Title Holder(s):

1. The City of Rolling Meadows assumes no responsibility because of the installation and the Owner will hold the City harmless of and from any loss, cost, damage or expense, including any reasonable attorney's fees, in any action arising out of or in the course of the use, existence or maintenance of said retaining wall.
2. Existence of the retaining wall in the public right-of-way or easement shall not in any way interfere with the right of the City to excavate therein for repair, maintenance or installation of any public utilities or for any other purpose, nor with the right of the City to otherwise maintain, clean, plow, repair, construct or reconstruct therein.
3. In the event the City removes, damages or otherwise disturbs the retaining wall it shall only be responsible for that cost of repair equal to a typical asphalt or concrete repair or replacement and shall reimburse the owner for only that amount upon completion of the repair. Said repair shall be contracted by the owner.
4. The agreement shall be binding upon and inure to the benefit of the heirs, grantees, successors and assigns of the parties hereto and shall constitute a covenant running with the land with respect to the private premises.

IN WITNESS WHEREOF, the Title Holder(s) and the City have affixed their hands and seals on the date first above written.

Accepted:

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that _____ title holder(s), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 20____.

Notary Public

BELOW THIS LINE FOR OFFICE USE ONLY

STATE OF ILLINOIS)
COUNTY OF COOK)

**APPROVED:
CITY OF ROLLING MEADOWS**

— by: _____
Valerie J. Dehner
Community Development Director

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Valerie J. Dehner, Community Development Director, Rolling Meadows, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 20____.

Notary Public

**City of Rolling Meadows
Community Development Department
847-506-6030 - phone
847-483-0365 - fax**

Reimbursement of Fees Agreement

For all installations within the City's Right-of-Way

Each recording will result in a \$50.00 fee.

(\$40.00 recording fee plus \$10 rental housing support program fee.)

By signing below, I hereby acknowledge that I have read and that I fully understand the provisions contained within Section 78-67 of the City Code and that I hereby agree to comply with the provisions of said Section 78-67 concerning "reimbursement of fees" and agree to comply with the terms set forth therein.

Please print the following information:

Owner Name: _____

Owner Address: _____

City/State/Zip: _____ Phone: _____

Person to be billed: _____

Address: _____

City/State/Zip: _____ Phone: _____

Owner's Signature: _____

Revised: September 2009

AN ORDINANCE AMENDING CHAPTER 78 "PLANNING"

WHEREAS, Article 3, "City Plan" of Chapter 78, "Planning," of the Code of Ordinances provides regulations for amendments to the Official City Plan; and

WHEREAS, the City Council has determined that it is desirable and in the best interest of the City to provide for the reimbursement of professional fees and direct expenses in connection with any request for a variation from the City Code or Zoning Code, a special use, a planned unit development, subdivision or other improvement or development upon real property.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Rolling Meadows, as follows:

SECTION 1: The Code of Ordinances, City of Rolling Meadows, Illinois, is hereby amended by adding a section to be numbered 78-67, which said section reads as follows:

Sec. 78-67. Reimbursement of Professional Fees and Expenses.

- (1) In the event that it is necessary for the City to retain the services of a professional, 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 zoning change, special use, planned unit development, variation from the City Code, subdivision or other improvement or development upon real property, then the petitioner and the owner of the property shall be jointly and severally liable for payment of such professional fees and reimbursement shall be made to the City within thirty (30) days of receipt of an invoice for same. Further, any professional fees incurred as a result of the petitioner, owner or other agent requesting an opinion or otherwise requesting relief or assistance from the City, whether or not related to real property, shall be reimbursed in accordance with this Section if, in the discretion of the City, a professional opinion is desired.

- (2) Any expenses incurred, including, but not limited to, mailing and copying, as a result of any such request, application, or development application, shall be reimbursed to the City.
- (3) At the time the petitioner requests action from the City, he or she will be required to execute a Reimbursement of Fees Agreement.
- (4) Failure to reimburse the City in accordance with this Section may, in the City's discretion, result in the refusal of any board, committee or the City Council to consider or take action upon any pending or further requests from the petitioner or owner who has failed to pay in full all amounts due under this Section. Further, the City may deny any application for a grading, building or other permit if such amounts have not been paid in full and the City may elect to file a lien against any real property associated with such a petitioner's request. Interest in the amount of one and one-half percent (1-1/2%) per month shall accrue on all sums outstanding for thirty (30) days or more.

SECTION 2. This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form as provided by law.

SECTION 3. This Ordinance shall be printed and published in pamphlet form by order of the City Council of the City of Rolling Meadows.

YEAS: Pitzafferro, Lusk, Buske, Rooney, Adams, Kwandras, Larsen

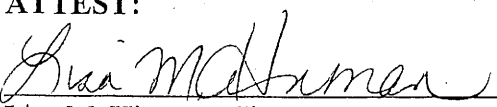
NAYS: 0

ABSENT: 0

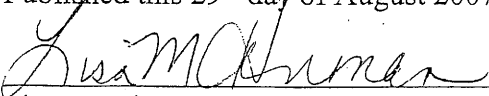
Passed and Approve this 28th day of August 2007.


Kenneth A. Nelson, Mayor

ATTEST:


Lisa M. Hinman, City Clerk

Published this 29th day of August 2007.


Lisa M. Hinman, City Clerk