

**CHAPTER 2
REIMBURSEMENT OF FEES**

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5C-2-1 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, zoning change, subdivision development, PUD or other improvement or development upon real property, then the Petitioner and Owner of the property shall be jointly and severally liable for the payment of such professional fees plus five percent to cover the Village's administrative expenses. At the time the Petitioner requests action from the Village he will be required to deposit a sum equal to the following "initial escrow" formula with the Village as an initial deposit to be credited against fees and costs incurred for the above described services.

Initial Escrow Formula:

1. For land not exceeding five acres, the sum of \$2,000.00.
2. For land exceeding five acres, the sum of \$2,000.00 plus \$100.00 for each acre or part thereof in excess of five acres.

5C-2-2 INVOICES

The Village shall send a 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 equal to its deposit with the Village.

5C-2-3 EXCEPTIONS

For good cause shown by the Petitioner, the Village, in its discretion, may reduce the amount of the initial escrow from that amount as determined by the formula contained in Section 5C-2-1.

5C-2-4 PAYMENT OF DEPOSIT

The deposit shall be paid to the Village at the time a petition is filed or at such time as a proposal is made requiring the Village to obtain professional services.

5C-2-5 BILLING

There shall be no staff review by any Village officials and no special meetings until the retained personnel deposit has been made. The owner and/or developer will be billed periodically for administrative expenses and retained personnel expenses incurred by the Village in connection with the petition. In the event any bills are not paid within 10 days of the date of issuance of said statement, said fees and charges shall be paid for from the retained personnel deposit and proceedings shall be stayed until the retained personnel deposit is brought up to the original amount.

5C-2-6 WITHDRAWAL OF PETITION

A petitioner who withdraws a petition may apply in writing to the Village Clerk for a refund of his 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.

5C-2-7 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 Chapter, in the discretion of the Village, a professional opinion is desired.

5C-2-8 DEFAULT

Upon the failure of the owner or petitioner to reimburse the Village in accordance with this subsection no action on any request made by the owner or petitioner will 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 chapter 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 ½ percent 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.

5C-2-9 ASSIGNING AUTHORITY

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.

5C-2-10 IN HOUSE STAFF

When any professional services contemplated by this chapter 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 \$30.00 per hour.

5C-2-11 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 or all parties in a court of law of competent jurisdiction.

5C-2-12 AGREEMENT

At the time the petitioner requests action from the Village he will be required to enter into an agreement, which is Exhibit A of this chapter, with the Village.

5C-2-13 REFUND

Any surplus funds in the account of the petitioner or owner shall be returned three months after approval by the Village Attorney and Village Engineer, upon written request by the petitioner and/or owner.

5C-2-14 PENALTY

Any person, firm or corporation violating any provision of this chapter shall be subject to one or more of the following penalties, said penalties being cumulative and in addition to any other penalties which may be imposed:

1. A fine of not less than \$25.00 nor more than \$500.00 for each offense, and a separate offense shall be deemed committed on each day during or on which a separate violation occurs or continues.
2. “Stop Work Orders” may be issued by the Village until the petitioner complies with the requirements of the Village ordinances. No work shall be done while the stop work order is in effect.
3. The Village may withhold the issuance of Certificates of Occupancy until compliance with the requirements of this chapter.

EXHIBIT A

VILLAGE OF HEBRON
REIMBURSEMENT OF FEES AGREEMENT

Village of Hebron Account No. _____

OWNER:

Name of Property Owner _____

Owner's Address _____

Telephone Number _____ Days _____ Evenings

PETITIONER:

Name of Petitioner _____

Petitioner's Address _____

Telephone Number: _____ Days: _____ Evenings

LOCATION OF PROPERTY:

General Location:

Total Acreage: _____ PIN: _____

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, zoning change, subdivision development, PUD or other improvement or development upon real property, then the Petitioner and Owner of the property shall be jointly and severally liable for the payment of such professional fees plus five percent to cover the Village's administrative expenses. At the time the Petitioner requests action from the Village he will be required to deposit an amount of from \$2,000.00 to \$10,000.00, depending upon the size of the project as determined by the Village Board, with the Village as an initial deposit to be credited against fees and costs incurred for the above described services.

2. Invoices: The Village shall send a 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 equal to its deposit with the Village.
3. Withdrawal of Petition: A petitioner who withdraws a petition may apply in writing to the Village Clerk for a refund of his 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.
4. 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 Chapter 2, Title 5C of the Hebron Municipal Code if, in the discretion of the Village, a professional opinion is desired.
5. Default: Upon the failure of the owner or petitioner to reimburse the Village in accordance with Section 5C-2-3 of the Hebron Municipal Code, no action on any request made by the owner or petitioner will 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 Chapter 2, Title 5C of the Hebron Municipal Code 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 1½ percent 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.
6. Assigning Authority: 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.
7. In House Staff: When any professional services contemplated by Chapter 2, Title 5C of the Hebron Municipal Code 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 \$30.00 per hour.
8. 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 or all parties in a court of law of competent jurisdiction.
9. Agreement: At the time the petitioner requests action from the Village he will be required to enter into an agreement, which is Exhibit A of Chapter 3, Title 5C of the Hebron Municipal Code, with the Village.
10. Refund: Any surplus funds in the account of the petitioner or owner shall be returned three months after approval 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 acknowledge that each of them has 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 he/she/it possesses full authority to so 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 ordinances of the Village of Hebron, and as referred to hereinabove.

Village of Hebron:

Petitioner

By: _____
Village President

Owner

ATTEST:

Village Clerk

Date: _____