

VILLAGE OF BRADLEY

ORDINANCE NO. O-07-24-03

AN ORDINANCE CREATING A NEW ARTICLE XII (DEVELOPERS AND PROFESSIONAL FEES) WITHIN CHAPTER 2 (ADMINISTRATION) OF THE VILLAGE OF BRADLEY CODE OF ORDINANCES

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 9 DAY OF SEPTEMBER, 2024

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley, Kankakee County, Illinois this 9 day of SEPTEMBER, 2024

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WHEREAS, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, the Village must retain and pay its professional staff to review, analyze, comment upon, and perform other services on behalf of the Village in connection with projects and developments involving the Village for zoning changes, annexations, subdivisions, resubdivisions, developments, redevelopments and the like within the Village; and

WHEREAS, the Corporate Authorities of the Village determined that it is in the best interest of the Village and its citizens to require the developer and/or owner of any such project and/or development to be responsible for the Village's costs and expenses for professional fees and expenses it has incurred rather than to impose the costs upon the residents of the Village; and

WHEREAS, the Corporate Authorities of the Village have further determined that it is in the best interest of the Village and its citizens to establish a policy regarding the payment of professional fees by developers and/or owners of any such project doing business with the Village, as set forth in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Ordinance are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. That Section 2-676 through Section 2-680 within Chapter 2 (Administration), Article XI (PSEBA Administrative Hearings) of the Village of Bradley Code of Ordinances is hereby reserved, as follows:

Secs. 2-676—2-680. – Reserved.

SECTION 3. That a new Article XII (Developers and Professional Fees) is hereby created within Chapter 2 (Administration) of the Village of Bradley Code of Ordinances, as follows:

ARTICLE XII: DEVELOPERS AND PROFESSIONAL FEES

Sec. 2-681. – Professional Fees Paid by Developer.

(a) *Definitions:*

As used in this Article, unless the context otherwise requires, the following words, terms and phrases, have the meanings ascribed to them:

1. *Developer* shall include any developer, person, entity, corporation, association or group requesting, seeking, or applying for a zoning change, annexation, subdivision, resubdivision, development, redevelopment and the like, for a project that has an estimated value of at least one million dollars (\$1,000,000.00).
2. *Professional Staff Fees* shall include, but not be limited to, all fees associated with any review, analysis, discussions, meetings, inspections, planning and all other work or services performed on behalf of the village by the village's professional staff as well as any administrative costs incurred in conjunction with the project.
3. *Professional Staff* shall include, but is not limited to, the village's attorney, engineers', architecture consultants, traffic and transportation consultants, or any other third party consultant.

(b) Execution of Agreement:

1. *Initial Request:* Any Developer shall at the time of the initiation of said request execute a professional fee agreement with the village, on file in the office of the village clerk, in substantially the same form as set forth in Exhibit A attached to the ordinance codified herein, which is incorporated herein by reference.
2. *Pending Actions:* Any Developer who presently has any pending matter with the village shall execute an agreement in the form as described in subsection (b)1 of this section before the village will proceed further in any respect with the development.
3. *Payment of Fees:* The Developer shall pay the village any and all professional staff fees incurred in conjunction with the developer's project from the date a professional development agreement is executed through the project's completion as determined by the village and/or the village's acceptance of all public improvements associated with the project, whichever occurs last. The professional staff fee shall be billed to the developer in the amount as authorized by the village to be paid for such services.
4. *Waiver or Reduction of Security:* The Village Board may waive the requirement of the professional fee agreement or reduce the required amount of security to be posted with the Village for good cause shown upon written application by the Developer.

(c) Issuance/Renewal:

1. Prior to the consideration, issuance, granting or renewal of any license, permit approval or inspection required under any provision of this code, the Director of the Community Development/Building Standards Department shall determine whether any monies are due and owing in excess of sixty (60) days to the village from the applicant in relation to the project in regard to which the license or permit is intended to be used. If monies are found to be due and owing the village in excess of sixty (60) days, said license, permit, approval, or inspection shall not be issued,

renewed, or approved until all monies due and owing to the village have been paid in full, and the finance department so certifies.

2. If the finance department contacts the Director of the Community Development/Building Standards Department , or conducts inspection for a project that monies in excess of sixty (60) days are owed, said license, permit, approval, or inspection shall not be issued, renewed, or approved until all monies due and owing to the village have been paid in full, and the finance department so certifies.
- (d) *Appeals*: Any Developer desiring to challenge a bill, fee or expense issued under the provisions of this article shall have the right to appeal the bill, fee or expense to the Community Development Committee with fourteen (14) days after the receipt of the invoice. Failure to timely appeal any bill, fee, or invoice is and shall be deemed to constitute acceptance of the bill, fee, or invoice, and a waiver of the right to appeal. The appeal must be in writing and shall contain a specific request for a hearing. If a hearing is requested, a hearing before the Community Development Committee shall take place at the next regular meeting of the Community Development Committee, but not earlier than fourteen (14) days after the date of the written request for hearing. At the conclusion of the hearing, the Community Development Committee shall submit their written recommendation, along with all evidence presented at the hearing, to the Village Board for consideration at the next Village Board meeting. Where a hearing is not requested, the appealing party shall submit all supporting documentation with the written appeal and the Community Development Committee shall issue a written recommendation, along with all supporting documentation submitted by the appealing party, to the Village Board within fourteen (14) days after the consideration of the appeal at a regular meeting of the Community Development Committee. The Village Board shall consider the evidence submitted and the recommendation of the Community Development Committee and shall issue a final written decision within thirty (30) days following consideration of the appeal at a regular board meeting.
- (e) *Nonexclusivity of Remedy*: Notwithstanding any provision of this section, the village shall have all other rights and remedies as may be available to it at law or equity for violations of this section.
- (f) *Incorporation of Title 10, 12, 46 and 60*: The provisions of subsection C, D, and E of this section are expressly incorporated by reference into titles 10, 12, 46, and 60 of this code and shall apply to all monies owed pursuant to those provisions and any regulations or rules adopted in conjunction therewith.

Sec. 2-682. – Disclosure of Ownership Interest.

- (a) *Application*: any developer, person, entity, corporation, association, limited liability company, partnership, limited partnership or group requesting, seeking or applying for a zoning change, annexation, subdivision, resubdivision, development, redevelopment, preliminary plat, preliminary PUD, final plat, final PUD, site plan review, special use, or variation, shall certify and file with the village clerk a disclosure of ownership interest application. The application shall contain such information as the village president may from time to time provide, including, but not limited to, the following information:
1. The nature of the benefit sought;

2. The nature and characteristics of the applicant;
 3. The name and address of each person or entity who is at least a five percent (5%) shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venture in the case of a joint venture, general and limited partners in the case of a partnership or limited partnership, members in the case of a limited liability company, or who otherwise has a proprietary interest, interest in profits and losses, or right to control such entity (if applicable), and attach documentation to corroborate ownership interest. If the applicant includes a land trust, you must attach a sworn statement from the trustee listing the beneficiaries.
 4. Person making the disclosure on behalf of the applicant; and
 5. A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks village action.
- (b) *Information to be Kept Current:* All disclosures and information shall be current as of the date upon which the application is presented to the village, and shall be maintained current until such time as the village shall take final action on the application.
- (c) *Failure to Comply:* Any failure to comply with the provisions of this article shall render any ordinance, ordinance amendment, village board approval or other village action on behalf of the applicant failing to comply, voidable at the option of a majority of the corporate authorities.

SECTION 4. In the event that any provision or provisions, portion or portions, or clause or clauses of this Ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 5. That all ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Ordinance, are hereby repealed to the extent of the conflict.

SECTION 6. That the Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 7. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

[Intentionally Blank]

PASSED by the Board of Trustees on a roll call vote on the 9 day of SEPT., 2024.

TRUSTEES:

RYAN LEBRAN	Aye – <u>X</u>	Nay – <u> </u>	Absent – <u> </u>
BRIAN BILLINGSLEY	Aye – <u>X</u>	Nay – <u> </u>	Absent – <u> </u>
DARREN WESTPHAL	Aye – <u>X</u>	Nay – <u> </u>	Absent – <u> </u>
BRIAN TIERI	Aye – <u>X</u>	Nay – <u> </u>	Absent – <u> </u>
GRANT D. VANDENHOUT	Aye – <u>X</u>	Nay – <u> </u>	Absent – <u> </u>
GENE JORDAN	Aye – <u> </u>	Nay – <u> </u>	Absent – <u>X</u>

VILLAGE PRESIDENT:

MICHAEL WATSON Aye – Nay – Absent –

TOTALS: Aye – 5 Nay – 0 Absent – 1

ATTEST:



~~KELLI BRZA~~, VILLAGE CLERK (DEPUTY)
KHAMSEO NELSON

APPROVED this 9th day of September, 2024.



MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:



~~KELLI BRZA~~, VILLAGE CLERK (DEPUTY)
KHAMSEO NELSON

STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, Kelli Brza, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Ordinance number 0-07-24-03, "AN ORDINANCE CREATING A NEW ARTICLE XII (DEVELOPERS AND PROFESSIONAL FEES) WITHIN CHAPTER 2 (ADMINISTRATION) OF THE VILLAGE OF BRADLEY CODE OF ORDINANCES," which was adopted by the Village Corporate Authorities at a meeting held on the 9 day of SEPT., 2024.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 9 day of SEPT, 2024.



~~KELLI BRZA~~, VILLAGE CLERK (DEPUTY)
KHAMSGO NELSON



PROFESSIONAL FEE AGREEMENT

This Agreement entered into this _____ day of _____, 20____, between the Village of Bradley, an Illinois Municipal Corporation (hereinafter referred to as "VILLAGE") and _____ (hereinafter individually and collectively referred to as "DEVELOPER").

WHEREAS, as a result of the DEVELOPER's project, which is _____, the VILLAGE must have its professional staff analyze, review and comment upon and perform other services solely on the VILLAGE's behalf from the time of the inception of the project through its completion; and

WHEREAS, the DEVELOPER acknowledges it should pay the VILLAGE's costs and expenses for professional staff services rather than impose the costs upon the VILLAGE residents;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged by the parties by the execution hereof, it is hereby agreed as follows:

SECTION ONE: PROFESSIONAL FEES. The DEVELOPER shall pay the VILLAGE any and all professional staff fees, costs and expenses incurred by the VILLAGE as a result of or in conjunction with the DEVELOPER's project from this date and prior thereto, through the project's completion as determined by the VILLAGE and/or the VILLAGE's acceptance of all public improvements associated with the project, whichever occurs last.

The VILLAGE's professional staff includes, but is not limited to, its attorneys, engineers, traffic and transportation consultants, or any other third party consultant.

Fees shall include, but not be limited to, all time associated with any review, analysis, discussions, meetings, inspections, planning and all other work or services performed on behalf of the VILLAGE in conjunction with the project.

The VILLAGE's professional staff fees shall be billed to the DEVELOPER in the amount as authorized by the VILLAGE to be paid for such services.

SECTION TWO: SECURITY. Prior to the start of any work on the DEVELOPER's project, the DEVELOPER shall post with the VILLAGE, the sum of \$10,000.00 cash or certified funds as security for the DEVELOPER's payment of such professional staff fees, costs and expenses or another amount as approved by the Corporate Authorities of the Village of Bradley. The VILLAGE is specifically authorized to apply this security in payment of such fees, costs and expenses in the event the DEVELOPER fails to make timely payments to the VILLAGE as required under this Agreement. The DEVELOPER is obligated to continuously maintain the original security amount with the VILLAGE until the project's completion and must replenish it with fifteen (15) days following a written request from the VILLAGE. The VILLAGE will hold the security in a non-interest-bearing account. In the event that any amount of the security posted

herein remains on deposit with the VILLAGE at the completion project, the VILLAGE shall cause such unnecessary security to be returned to the DEVELOPER within sixty (60) days of the completion of the project and payment of all expenses to the professional staff or consultants.

SECTION THREE: PAYMENT. The VILLAGE shall provide the DEVELOPER with an itemized statement of fees. The DEVELOPER shall pay the VILLAGE within thirty (30) days upon receipt of the statement from the VILLAGE. If the DEVELOPER does not pay the statement within the thirty (30) day period, interest shall accrue on the unpaid balance at the rate of one- and one-half percent (1 1/2%) per month. The VILLAGE may also direct that all professional staff cease work on the project of the DEVELOPER until all statements are paid in full.

SECTION FOUR: COOPERATION. The DEVELOPER shall fully cooperate with the VILLAGE, its officials and professional staff with respect to its project.

SECTION FIVE: REPRESENTATION OF VILLAGE ONLY. The DEVELOPER acknowledges that the VILLAGE's in-house and professional staff solely represent the VILLAGE and the VILLAGE's interest and do not represent the DEVELOPER.

SECTION SIX: CONFLICT. If any of the terms and provisions of this Agreement conflict with any ordinance of the VILLAGE or agreement between the parties, the terms and provisions of this Professional Fee Agreement shall supersede and control any other terms and provisions.

SECTION SEVEN: ATTORNEY'S FEES. In the event any suit or other action is brought to enforce or which otherwise affects this Agreement, or any of its provisions, each party agrees to pay their own attorney's fees, expert witness fees, costs and any other associated expenses.

SECTION EIGHT: VENUE. The VILLAGE and the DEVELOPER agree that the venue for any disputes or action related to, or arising out of, this Agreement, or which affects the terms of this Agreement, shall be in the Circuit Court for the Twenty-First Judicial Circuit, Kankakee County, Illinois.

SECTION NINE: SEVERABILITY. The invalidity of any paragraph or subparagraph of this Professional Fee Agreement shall not impair the validity of any other paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be determined severable and the Agreement may be enforced with such provision severed or as modified.

SECTION TEN: ENTIRE AGREEMENT. This Agreement embodies the entire agreement and understanding between the parties and there are no other agreements, representations or understandings, oral or written, between the parties with respect to the subject matter of this Agreement. No alteration, modification, amendment or change of this Agreement shall be valid unless agreed to by the parties in writing.

SECTION ELEVEN: COUNTERPARTS. This Agreement may be executed in several counterparts each of which shall be deemed an original, but all together shall constitute a single document.

[Signature page to follow]

Dated at Bradley, Kankakee County, Illinois on the date written above.

VILLAGE OF BRADLEY, an Illinois
Municipal Corporation

(Corporate Seal)

By: _____
Michael Watson, Village President

ATTEST:

By: _____
Kelli Brza, Village Clerk

DEVELOPER

(Corporate Seal)

By: _____
Its President

ATTEST:

By: _____
Its Secretary