

ORDINANCE NO. 5073

**AN ORDINANCE PROVIDING FOR PROFESSIONAL
FEE AGREEMENT FOR DEVELOPMENTS AND
PROJECTS**

WHEREAS, the City of Peru, an Illinois home rule municipal corporation, (hereinafter "City") incurs fees and expenses for the review of plans and proposed developments and projects submitted to the City; and

WHEREAS, it is advisable and in the best interest of the City that those fees and expenses be appropriately incurred by, or charged back to, developers; and

WHEREAS, the City desires to adopt a form Professional Fee Agreement (hereinafter "Agreement") to be submitted to, and required to be signed by, developers when appropriate.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PERU, LASALLE COUNTY, ILLINOIS, A HOME RULE MUNICIPALITY, AS FOLLOWS:


SECTION 1: Agreement. As determined necessary and appropriate by the Mayor, Public Works Committee, City Engineer, Zoning Officer, and/or Design and Review Committee, all persons, firms, corporation, or entities pursuing a development or project in the City (hereinafter "Developer") shall be required to execute an Agreement in substantially the form as that attached hereto, or such other Agreement as negotiated by and between the Developer and the City providing for the reimbursement of certain costs and expenses incurred by the City considering a new development or project.

SECTION 2: Effective Date: This Ordinance shall be effective immediately from and after its passage and approval.

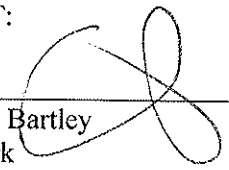
PRESENTED, PASSED, AND ADOPTED at a regular meeting of the City Council of the City of Peru, Illinois, by an aye and nay roll call vote, with 7 voting aye, 0 voting nay, 1 absent, and Mayor Harl voting ^{absent} , which meeting was held on the 10th day of March, A.D., 2014.



APPROVED: March 10, 2014


Scott J. Harl, Mayor

ATTEST:



David R. Bartley
City Clerk

<u>Aldermen</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Potthoff	X		
Ferrari	X		
Waldorf	X		
Lukosus			X
Perez	X		
Radtke	X		
Mueller	X		
Sapienza	X		

PROFESSIONAL FEE AGREEMENT

This Professional Fee Agreement is made and entered into this 10th day of March, 2014, by and between the City of Peru, an Illinois Municipal Corporation ("City"), and _____ ("Developer") SEE ATTACHMENT A for legal description.

WITNESSETH:

WHEREAS, the Developer desires to secure City consideration of the Project; and

WHEREAS, it will, therefore, be necessary for the City to engage its independent ~~professional staff to review and comment upon the work the Developer and its professional's;~~
and

WHEREAS, the fees for said professional staff in doing said work for the City of Peru shall be paid by the Developer.

NOW, THEREFORE, for consideration the receipt and sufficiency of which is expressly acknowledged by each of the parties hereto, IT IS MUTUALLY COVENANTED AND AGREED by, among and between the respective parties hereto as follows:

SECTION 1. PROFESSIONAL FEES.

The Developer shall pay to the City any and all professional fees and expenses incurred by the City in conjunction with the Project from this date through the Project's completion (which completion may be in the form of a withdrawal of the Project by the Developer or denial of approval by the City) as determined by the City and/or City's acceptance of all public improvements associated with the Project, whichever occurs last. Professional fees and expenses include, but are not limited to, its financial advisors, attorneys, land planners, engineers, and traffic and transportation consultants. Professional fees 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 City in conjunction with the Project.

SECTION 2. SECURITY.

Concurrent with the execution of this Agreement, the Developer shall post as security, the sum of Five Thousand (\$5,000.00) Dollars.

The City is specifically authorized to apply this security in payment of such fees, costs and expenses in the event the Developer fails to make payments, as described in Section 3 of this Agreement. The Developer is obligated to continuously maintain this amount of deposit with the City until the Project's completion.

SECTION 3. PAYMENT.

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

SECTION 4. COOPERATION.

The Developer shall fully cooperate with the City, its officials and independent professional staff with respect to its Project. The Development acknowledges that payment of the fees pursuant to this Agreement shall in no way be construed as approval of, or a promise to approve, the Project.

SECTION 5. REPRESENTATION OF CITY ONLY.

The Developer acknowledges that the City's in-house and independent professional staff solely represents the City and the City's interest and do not represent the Developer.

SECTION 6. CONFLICT.

If the terms and provisions of this Agreement conflict with any ordinance of the City or agreement between the parties, the terms and provision of this Professional Fee Agreement shall supersede, set and control any other terms and provision.

SECTION 7. ATTORNEY'S FEES.

In the event any suit is brought to enforce or which otherwise affects this Agreement or any of its provisions, the Developer, in addition to all other costs, shall pay the City's attorneys, expert witness fees, and expenses associated with such litigation.

SECTION 8. 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 Professional Fee Agreement is determined to be unenforceable, such provision shall be determined severable and the Professional Fee Agreement may be enforced with such provision severed or as modified by such court.

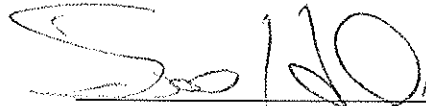
SECTION 9. ENTIRE AGREEMENT.

The Professional Fee Agreement embodies the entire Agreement and understanding between the parties and there are no other agreements, representations, warranties or understanding, oral, or written, between the parties with respect to the subject matter of this Professional Fee Agreement. No alteration, modification amendment or change in this Professional Agreement shall be valid unless by like instrument.

IN WITNESS WHEREOF, the City of Peru, and Illinois Municipal Corporation, has caused this Professional Fee Agreement to be duly executed by the Mayor, attested to by the City Clerk and its corporate seal affixed thereto, all in accordance with and pursuant to due authority vested in them by the Council of said City, and the Developer has heard and affixed his/her hand and seal, all as of the day and year first above written.

DEVELOPER

CITY OF PERU
an Illinois Municipal Corporation

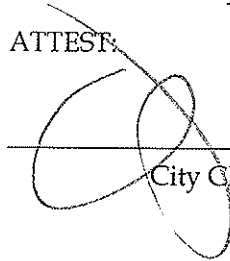
 MAYOR

Mayor

By: _____

It's duly authorized agent

ATTEST:



City Clerk