

Chapter 20
CITY FEES AND CHARGES

20.01	Planning, Zoning and Development Review Fees
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20.09	Charter Transportation Drop-Off License

20.01 PLANNING, ZONING AND DEVELOPMENT REVIEW FEES

A. FEES ESTABLISHED: There are hereby established fees for the review of development proceedings by the City. The term “development proceedings” shall mean:

1. Any petition or application filed to annex property to the City, or to process an annexation agreement or amendments to an annexation agreement;
2. Any petition or application filed for relief from or review of parameters of the Zoning Code;
3. Any petition or application to subdivide, resubdivide or otherwise plat property filed pursuant to the Subdivision Code;
4. Any petition or application filed to address issues relating to rights-of-way or easements, including but not limited to plats of dedication, plats of vacation or easement documents; and
5. Any other improvement or development of real property.

The term “review” shall include, but not be limited to: conducting hearings and meetings; processing, review, and preparation of documents; evaluation of drawings for Code compliance; legal, technical and professional review and consultation; field inspections and preparations; and similar consideration and review of proposed actions which involve the earthmoving of land, construction or alteration of buildings, provision of utilities or other public services, and uses and appearances of property. Said fees do not include building permit fees, which are governed by Section 20.06 herein.

B. PAYMENT OF FEES: Review fees are listed in Table A of the end of this Section 20.01 shall be due and payable to the City at the time of filing of an application or petition for the desired development proceeding. Said fees shall not be refundable. In the event the filing fee is paid by check and the check is returned to the City by the financial institution due to insufficient funds, the City shall suspend the review process for not less than six weeks. A cashier’s check that includes the required fees, a \$30 returned-check service charge, and any other costs that the City may incur thereby, shall be deposited with the City before the City resumes the review process.

Development proceedings initiated by the City (e.g. text amendments to the Zoning Code) are exempt from fees.

TABLE A

Planning, Zoning and Development Review (Hearing) Fees (non-refundable)	
Proceeding	Fee
<i>Annexation</i>	
Less than two acres	\$350
Over two acres	\$350 plus \$25 per acre
Zoning appeal	\$150
Zoning variation, residential	\$300
Zoning variation, non-residential	\$350
<i>Zoning map amendment</i>	
Less than 2 acres	\$350
Over 2 acres	\$350 plus \$25 per acre
Conditional use	\$500
<i>Subdivision</i>	
Less than 2 acres	\$350
Over 2 acres	\$350 plus \$25 per acre

20.02 REIMBURSEMENT OF FEES
(Amended Ord 2011-114, §3; Ord 2006-108)

A. **DEPOSIT:** In the event it is necessary for the City to obtain or furnish professional services, including, but not limited to, attorneys, engineers, planners, architects, surveyors, traffic or drainage experts, inspectors, plan examiners, or other consultants, as well as public improvement inspections performed by qualified City staff, in connection with any petitioner’s request for the City to consider or otherwise take action upon any annexation, zoning change, subdivision development, planned development (PUD), dedication, vacation or easements 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 a service fee for each billing by the City to cover the City’s administrative expenses as determined by the City Council from time to time. At the time the petitioner requests action from the City, he will be required to deposit an amount with the City as listed on Table B at the end of this Section 20.02 as an initial deposit to be credited against fees and costs incurred for the above described services. The petitioner and owner are liable for and shall be billed for services and consultation rendered prior to the filing of an application or petition for a development proceeding.

B. **INVOICES:** The City shall send the petitioner regular invoices for the fees and costs incurred thus far, and the petitioner shall reimburse the City within 30 days of said invoice. At all times the petitioner shall maintain a balance equal to its deposit with the City.

C. **WITHDRAWALS AND DENIALS OF PETITIONS:** A petitioner who withdraws a petition may apply in writing to the City for a refund of his initial deposit. The City Council may, in its discretion, approve the refund less any actual fees and costs which the City has already incurred relative to the petition. In the event the City Council denies approval of any or all portions of a petition, a petitioner shall remain liable for all fees and costs which the City has incurred relative to the petition, and no refund of a deposit or deposit balance shall occur until such fees and costs have been paid.

D. **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 City, whether or not related to real property, shall be reimbursed in accordance with this Section if, in the sole discretion of the City, a professional opinion is desired or necessary.

E. **DEFAULT:** Upon the failure of the owner or petitioner to reimburse the City in accordance with this Section, the City shall send notice to the owner or petitioner, by certified mail, return receipt requested, that the deposit is in arrears. No action on any request made by the owner or petitioner will be acted upon by the City Council 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. Furthermore, if all outstanding fees are not paid in full and the deposit replenished pursuant to this Section, within 7 business days after the notice was mailed, the application shall be considered withdrawn by the owner or petitioner. Upon any failure to reimburse the City in accordance with this Section, the City 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 City.

F. **ASSIGNING AUTHORITY:** The City Council and the designated City staff members are hereby authorized to assign requests for professional services to the City staff or to consultants as the City Council deems appropriate.

G. **IN HOUSE STAFF:** When any professional services contemplated by this Chapter are rendered by the City staff, then in such case the party making the request shall execute a Developers Agreement in the form attached to this chapter.

H. **REMEDIES:** The remedies available to the City as set forth hereinabove are non-exclusive and nothing herein shall be construed to limit or waive the City's right to proceed against any or all parties in a court of law of competent jurisdiction.

I. **AGREEMENT:** At the time the petitioner requests action from the City he will be required to enter into an agreement with the City that contains the parameters of this Section and found at the end of this Chapter 20.

J. REFUND: Any surplus funds in the account of the petitioner or owner after all costs are paid shall be returned after approval by the appropriate City staff or City Attorney, upon written request by the petitioner or owner.

K. PROFESSIONAL FEES INCURRED FOR INDIVIDUAL RESIDENTIAL PROPERTY: In the event it is necessary for the City to obtain professional services in connection with any work proposed for or done on an individual resident’s property, including but not limited to drainage, provision of utilities or other public services, landscaping or structural issues, the owner of the property shall be liable for the payment of such professional fees plus a service fee for each billing by the City to cover the City’s administrative expenses as determined by the City Council from time to time. Said professional fees shall include but are not limited to the costs of any consultation, review of drawings, field inspections and travel expenses. The provisions of Section 20.02-G of this Code also apply.

L. HIGHER DEPOSIT: Notwithstanding any of the provisions in this Section, the City, through its City Council, may require a higher deposit and a Reimbursement of Fees Agreement containing additional requirements of the petitioner for development proceedings or reviews after taking into account the following factors: i) scope of the development; ii) the acreage of the development; and iii) the anticipated expense of professional consultants including, but not limited to, engineers, land planners and attorneys, reasonably necessary to review the proposed development request. In addition, the City, through its City Council or attorneys, may negotiate other items relative to the review or development proceeding including, but not limited to, the use of specific consultants and/or attorneys, rates and budgets.

M. DEFFERAL OF CASH DONATIONS: Upon execution of a Developers Agreement in the form attached to this chapter, payment of required cash donations may be deferred from subdivision plat approval until issuance of a building permit.

TABLE B

Deposits Required for Reimbursement of Fees (Retained Personnel)	
Proceeding	Fee
<i>Annexation</i>	
Less than 2 acres	\$2,500
Over 2 acres	\$2,500 plus \$100 per acre
<i>Zoning map amendment</i>	
Up to 2 acres	\$2,500
Over 2 acres	\$2,500 plus \$100 per acre
Conditional use	\$400 - \$2,500, per staff recommendation
Zoning variation, residential	\$200
Zoning variation, non-residential	\$400

Subdivision or planned development, up to 2.0 acres	\$2,500
Subdivision or planned development, greater than 2.0 acres	\$2,500 plus \$100 per acre
Storm water management permit less than 20,000 sq. ft.	\$500
Storm water management permit more than 20,000 sq. ft. Less than 5 acres	\$2,500
Storm water management permit major development	Fee based upon engineers estimate
NOTE: These fees are not cumulative. Only the highest applicable deposit for a multi-part proceeding is required.	

20.03 DEVELOPMENT CASH CONTRIBUTION FEES
(Amended Ord. 2017-120, §2; 2006-125, §3)

	Parks	Library	Fire
Final plat or planned development approval, per dwelling unit	\$405	\$105	\$165
Undeveloped residential lot already subdivided, per dwelling unit	\$405	\$105	\$165
Commercial, manufacturing building, per square foot			\$.10

20.04 DEVELOPMENT FEE SCHEDULE

	Fee
Annexation: Except as otherwise provided herein, at the time of final approval and before recording and filing the ordinance annexing the property by the City, the following fees shall be assessed and paid by the petitioner or owner to the City.	
Single Family Residential	\$500 per gross acre of the lot, parcel or tract of land involved in the development proceeding.
Multiple Family Residential	\$500 per gross acre of the lot, parcel or tract of land involved in the development proceeding.
	\$500 per unit payable upon the issuance of the building permit
Commercial Property	\$150 per gross acre of the lot, parcel or tract of land involved in the development proceeding.
Industrial Property	\$100 per gross acre of the lot, parcel or tract of land involved in the development proceedings
Final Subdivision Platting:	\$500 per gross acre of the lot, parcel or tract of land being subdivided shall be paid by the petitioner or owner to the City. Said fee shall be paid at the time of final plat approval and before the recording and filing of the City ordinance approving any final plat of subdivision.
In the event the filing fee is paid by check and the check is returned to the City by the financial institution due to insufficient funds, the City shall suspend the review process for not less than six weeks. A cashier's check that includes the required fees, a \$30 returned-check service charge, and any other costs that the City may incur thereby, shall be deposited with the City before the City resumes the review process.	

20.05 WATER AND SEWER TAP ON FEES

A. The following fees are the current sewer tap on fees in the City: (Amended Ord 2017-120, §2; Ord. 2007-130, §1; Ord. 2006-126)

	Effective
Single family dwelling, up to two bathrooms	\$1,602.00
Two-family dwelling, up to two bathrooms per unit	\$1,923.00
Multiple family dwelling: up to two bathrooms per unit	
First unit	\$3,846.3908
Each additional unit	\$1,410.3481
Each additional bathroom in any dwelling unit	\$192.3113

B. The following fees are the current water sewer tap on fees in the City: (Amended Ord 2017-120, §2; Ord. 2007, 130, §1; Ord. 2006-126)

Tap Size	Effective
1 inch	\$446.00
1 1/4 inch	\$1,777.7594
1 1/2 inch	\$2,508.8328
2 inch	\$3,885.0776
*over 2 inch to be determined by the City Engineer	

20.06 BUILDING/PERMIT FEES (Amended 2023-131; Ord 2017-120, §2; Ord 2011-114, §4; Ord 2007-130, §2; Ord 2007-105; 2006- 125, §3)

Residential				Commercial		
New Construction			Per Sq.Ft.	\$1.25	Per Sq.Ft.	\$1.35
Alterations/Remodel	Per Sq.Ft.	\$0.25	Minimum	\$50.00	Minimum	\$150.00
Accessory Structure (Deck/Porch/Gazebo)				\$30.00	Each	\$30.00
Demolition			Each	\$50.00	Each	\$100.00
Driveway			Each	\$30.00	Each	\$30.00
Electric Misc.			Each	\$30.00	Each	\$75.00
Electrical Panel Upgrade/Replacement			Each	\$30.00	Each	\$75.00
Fence			Each	\$30.00	Each	\$50.00
Generator			Each	\$30.00	Each	\$50.00
HVAC / Water Heater / Boiler- Replacement			Each	\$30.00	Each	\$50.00
Parking Lot (excludes engineering fees)					Each	\$50.00
Patio/ Walkway			Each	\$30.00	Each	\$30.00
Plumbing Misc.			Each	\$50.00	Each	\$75.00
Pool Above Ground/Hot Tub/Spa			Each	\$30.00		
Pool In-ground			Each	\$60.00		
Retaining Wall			Each	\$30.00	Each	\$65.00
Road Cut Permit			Each	\$1000.00	Each	\$100.00
Roofing (no structural change)			Each	\$30.00	Each	\$100.00
Sewer/Water Line Repair			Each	\$30.00	Each	\$50.00

Siding	Each	\$30.00	Each	\$50.00
Stormwater Management Permit	Base	\$150.00	Base	\$150.00
Window / Doors (no size change)	Each	\$30.00	Each	\$50.00
Temporary Occupancy	Each	\$75.00	Each	\$75.00
Saturday/Weekend/Holiday Inspection	Per Hour	\$100.00	Each	\$100.00
Permit Extension / Renewal Fee		\$30.00		
Second Re-Inspection Fee plus each additional inspection thereafter		\$30.00		
SIGN PERMIT				
Non-illuminated/Illuminated/Re-facing Existing			Each	\$30.00

20.07 MISCELLANEOUS FEES (Ord 2017-120, §2; Ord. 2014-103, §2; Ord. 2010-115, §2; Ord. 2007-130, §3; Ord. 2006-125, §3)

The City Council shall, from time to time, adopt a fee schedule for miscellaneous charges, including the following:

Purpose	Fee
Accident Report	\$ 5.00
Bond Fee pursuant to 65 ILCS 5/1-2-12.1	\$ 20.00
City Council Minutes (annual)**	\$150.00
Clerk Certification	\$ 25.00
Comprehensive Plan	\$ 25.00
Contractor's License	\$ 75.00
Compensation for Planning and Zoning Commission *per mtg.	\$ 25.00
*plus for chairmanship per meeting	\$ 25.00
Compensation for Harvard Events Committee members, per meeting attended, limited to 2 meetings per month	\$25.00
Compensation for Parks & Recreation Board members, per meeting attended, limited to 2 meetings per month	\$25.00
Copies (per page)	\$.25
Copies Police Reports	\$ 5.00
Electric Vehicles Registration	\$ 50.00
Filing Documents with County	\$ 75.00
Fingerprints, Non-Criminal	\$ 25.00
Fire Arms ID Card	\$ 5.00
Immigration Letters & Background	\$ 75.00
Metra Parking Lot Daily Fee, cash transactions	\$ 2.00
Metra Parking Lot Daily Fee, other transactions; i.e. phone payments	\$ 1.50
Municipal Code Book**	\$150.00
Notarization	\$ 1.00
Overnight Parking Permits (per month)	\$ 37.50
Police Department Application Fee	\$ 25.00
Special Movement Permit	\$ 50.00
Subdivision Ordinance**	\$ 25.00
Zoning Map	\$ 20.00
Zoning Ordinance**	\$ 25.00
Water from Hydrant	\$ 50.00 + usage

Water construction		\$ 36.0500
Water meter and installation		\$753.4450
Water meter installation callback		\$113.3000
Water and sewer repairs (not done by city)		\$ 28.3250

** Copies of Subdivision and Zoning Ordinances, the Municipal Code Book and City Council Minutes are for electronic copies; fees are double for paper copies.

20.08 PARK AND SWIMMING POOL FEES
(Ord. 2012-120, §2)

A fee schedule relating to all park and swimming pool activities including, but not limited to, daily usage, rentals, special events and utility usages shall be maintained at the Harvard City Hall and available for public perusal. This schedule shall be, from time to time, reviewed and amended as needed by the City Council.

20.09 CHARTER TRANSPORTATION DROP-OFF LICENSE
(Ord. 2024-103, §2)

A. Applicability.

This Section 20.09 applies to each person engaged in the operation of a Commercial Motor Vehicle which results in the disembarking of six (6) or more passengers in the City other than on a predictable and recurring basis, that does not follow a schedule that is published in advance and available to the public, or does not provide service open to the public in exchange for paying a fare (a “Drop Off Commercial Motor Vehicle”).

“Commercial Motor Vehicle” as used in this Section 20.09 means a self-propelled vehicle of any make, model or size, used on public streets, highways and/or property, in interstate and intrastate commerce, to transport six (6) or more passengers. This Section 20.09 does not apply to school bus service or other bus services providing local services to educational institutions, nor shall it apply to the disembarking of passengers arriving in the City for purposes of participating in a City sponsored event, a commercial undertaking at a City business or businesses, or a private event sponsored by an individual or individuals such as a wedding or party for which transportation has been arranged. The intent of this Section 20.09 is to protect the health, safety, and welfare of the City and its residents by ensuring that when large numbers of individuals are dropped off in the City without housing or other resources, that the City is prepared to respond to such influx of a population in need of housing or other services.

B. Requirement to Coordinate Drop-Offs with the City Administrator.

(1) Application to Coordinate Drop-off Required. The owner, operator, or driver of any Drop Off Commercial Motor Vehicle shall file an application with the City Administrator. The completed application shall contain all required information set forth in subsection B(2) herein and shall be submitted at least (5) calendar days prior to the date of the proposed disembarking date.

(2) Information Required in Application to Coordinate Drop-Off. The City Administrator or designee shall prepare an application form which shall, at a minimum, require the following information:

- (a) The full name, full address, and land-line and mobile telephone numbers of the owner, operator, and driver of the Drop Off Commercial Motor Vehicle.

- (b) The full name, full address, mobile and land-line telephone numbers of the entity or individuals that have either directed, paid for, or financed the transport of persons who will disembark in the City.
- (c) The name, address, or location in the City in which the applicant proposes to allow passengers to disembark.
- (d) The date and time at which the applicant's passengers will disembark in the City which shall only be from 7:00 a.m. to 4:00 p.m. on a Monday through Friday, excluding any federal, state, or City holidays.
- (e) The name and address of all locations from which all the passengers are being picked up for transport to the city.
- (f) Applicants are required to provide a detailed plan identifying how the disembarking passengers will be cared for, housed and fed, either temporarily or permanently, upon disembarking in the City. Such application shall include the full names, full addresses, and landline and mobile telephone numbers of all persons who will be present at the date and time of the disembarking and responsible for the care, housing and feeding of the passengers.
- (g) Any additional information the City Administrator may require, provided that such information is related to the intent of this Section as described herein.

(3) Review of Application to Coordinate Drop-Off.

- (a) Subject to the provisions of subsection (3)(b) below, upon receipt of an application pursuant to this Section, the City Administrator shall verify its truth and authenticity. If the application is not complete, the City Administrator shall, in writing, advise the applicant of the additional items needed to complete the application. Within four (4) calendar days after receiving a completed application, the City Administrator shall inform the applicant that the application is approved for the stated location, date and time, unless the City Administrator has received bona fide information that the application contains materially false information or unless the City Administrator proposes an alternative date, time or location pursuant to subsection (3)(b) below.
- (b) The City Administrator may propose an alternative date and time if the City Administrator finds that the interests of the health, safety and welfare of the City may be compromised by the originally proposed location, date and time, provided that such alternative location, date and time shall not be more than 24 hours before or after the proposed date and time. The City Administrator may also produce as a alternative location for any drop-off, the train station closest to the City to ensure that any individuals dropped off by the bus have ready access to alternative means of transportation. Any applicant who does not accept a proposed alternative date, time or location may appeal the decision to the City Council.
- (c) Upon approval of an application, the City Administrator shall provide the applicant, or a person designated thereby, with a written one-time permit at no cost and with a telephone number to coordinate the arrival of the motor vehicle in the City.

(d) If the City Administrator denies an application made under this Section 20.09, the City Administrator shall reduce his or her findings to writing and transmit the same to the applicant within five (5) calendar days. The applicant may submit a new application or may appeal the decision to the City Council.

(e) Disqualification. The City Administrator shall not approve an application from any person who has supplied materially false or misleading information in connection with an application made under this article.

C. Penalty.

Any person, corporation, firm, or partnership found guilty of violating any provision of this Section shall be fined \$750 per individual passenger that disembarks from a Drop Off Commercial Motor Vehicle in violation of this Section and be responsible for the City's cost of prosecution, including reasonable attorney fees. Each day that a violation continues shall be considered a separate offense.

REIMBURSEMENT OF FEES AGREEMENT (RETAINED PERSONNEL)

City of Harvard Account No. _____

OWNER:

Name of Property Owner: _____

Owner's Address: _____

Telephone Number, Days: _____ Evenings: _____

APPLICANT:

Name of Applicant: _____

Applicant's Address: _____

Telephone Number, Days: _____ Evenings: _____

LOCATION OF PROPERTY:

General Location: _____

Total Acreage: _____ PIN(s): _____

Legal Description (attach as Exhibit A)

A. **DEPOSIT:** In the event it is necessary for the City to obtain or furnish professional services, including, but not limited to, attorneys, engineers, planners, architects, surveyors, traffic or drainage experts, inspectors, plan examiners, or other consultants, as well as public improvement inspections performed by qualified City staff, in connection with any petitioner's request for the City to consider or otherwise take action upon any annexation, zoning change, subdivision development, planned development (PUD), dedication, vacation or easements 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 a service fee for each billing by the City to cover the City's administrative expenses as determined by the City Council from time to time. At the time the petitioner requests action from the City, he will be required to deposit an amount with the City as listed on Table B at the end of this Section 20.02 as an initial deposit to be credited against fees and costs incurred for the above described services. The petitioner and owner are liable for and shall be billed for services and consultation rendered prior to the filing of an application or petition for a development proceeding. (Amended 2006-108, §2)

B. **INVOICES:** The City shall send the petitioner regular invoices for the fees and costs incurred thus far, and the petitioner shall reimburse the City within 30 days of said invoice. At all times the petitioner shall maintain a balance equal to its deposit with the City.

C. **WITHDRAWALS AND DENIALS OF PETITIONS:** A petitioner who withdraws a petition may apply in writing to the City for a refund of his initial deposit. The City Council, may, in its discretion, approve the refund less any actual fees and costs which the City has already incurred relative to the petition. In the event the City Council denies approval of any or all portions of a petition, a petitioner shall remain liable for all fees and costs which the City has incurred relative to the petition, and no refund of a deposit or deposit balance shall occur until such fees and costs have been paid.

D. **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 City, whether or not related to real property, shall be reimbursed in accordance with Chapter 20 of the Harvard Municipal Code if, in the sole discretion of the City, a professional opinion is desired or necessary.

E. **DEFAULT:** Upon the failure of the owner or petitioner to reimburse the City in accordance with Chapter 20 of the Harvard Municipal Code, the City shall send notice to the owner or petitioner, by certified mail, return receipt requested, that the deposit is in arrears. No action on any request made by the owner or petitioner will be acted upon by the City Council 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. Furthermore, if all outstanding fees are not paid in full and the deposit replenished pursuant to said Chapter 20, within 7 business days after the notice was mailed, the application shall be considered withdrawn by the owner or petitioner. Upon any failure to reimburse the City in accordance with Chapter 20 of the Harvard Municipal Code, the City 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 City.

F. **ASSIGNING AUTHORITY:** The City Council and the designated City staff members are hereby authorized to assign requests for professional services to the City staff or to consultants as the City Council deems appropriate.

G. **IN HOUSE STAFF:** When any professional services contemplated by this Chapter are rendered by the City staff, then in such case the party making the request shall execute a Developers Agreement in the form attached to this chapter. (Amended 2006-108, §2)

H. **REMEDIES:** The remedies available to the City as set forth hereinabove are non-exclusive and nothing herein shall be construed to limit or waive the City's right to proceed against any or all parties in a court of law of competent jurisdiction.

I. **AGREEMENT:** At the time the petitioner requests action from the City he will be required to enter into an agreement with the City that contains the parameters of this Section.

J. **REFUND:** Any surplus funds in the account of the petitioner or owner after all costs are paid shall be returned after approval by the appropriate City staff or City Attorney, upon written request by the petitioner or owner.

K. **PROFESSIONAL FEES INCURRED FOR INDIVIDUAL RESIDENTIAL PROPERTY:** In the event it is necessary for the City to obtain professional services in connection with any work proposed for or done on an individual resident's property, including but not limited to drainage, provision of utilities or other public services, landscaping or structural issues, the owner of the property shall be liable for the payment of such professional fees plus a service fee for each billing by the City to

cover the City's administrative expenses as determined by the City Council from time to time. Said professional fees shall include but are not limited to the costs of any consultation, review of drawings, field inspections and travel expenses. The provisions of Section 20.02-G of Harvard Municipal Code also apply.

L. HIGHER DEPOSIT: Notwithstanding any of the provisions Chapter 16 of the Harvard Municipal Code, the City, through its City Council, may require a higher deposit and a Reimbursement of Fees Agreement containing additional requirements of the petitioner for development proceedings or reviews after taking into account the following factors: i) scope of the development; ii) the acreage of the development; and iii) the anticipated expense of professional consultants including, but not limited to, engineers, land planners and attorneys, reasonably necessary to review the proposed development request. In addition, the City, through its City Council or attorneys, may negotiate other items relative to the review or development proceeding including, but not limited to, the use of specific consultants and/or attorneys, rates and budgets.

By signing this Agreement the applicant 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 applicant agree that owner and applicant shall be jointly and severally liable for payment of fees referred to in applicable sections of the ordinances of the City of Harvard, and as referred to hereinabove.

Applicant

Applicant

Owner

Owner

Date _____

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

I, _____, a Notary Public in and for said county, in the state aforesaid, do hereby certify _____

_____ personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under by hand and official seal, the _____ day of _____, 20____.

(Notary Stamp)

Notary

DEVELOPER’S AGREEMENT

This Developer’s Agreement is made and entered into this _____ day of _____, 20___, by and between the City of Harvard (“City”) and _____ (“Developer”).

Recitals

A. The Developer is the titleholder of certain property annexed by City pursuant to Ordinance No._____. The annexed property is legally described on the exhibit attached hereto (“Property”).

B. The Developer is required to pay certain impact fees to the City pursuant to applicable ordinances at the time of platting of residential lots within the Property.

C. It is in the best interests of the Developer to pay said impact fees at the time each residential building permit is issued and the City is willing to accept this variation from the required ordinance subject to the terms herein.

D. Similarly, pursuant to the City’s retained personnel ordinance, the Developer is required to pay certain retained personnel of the City for various engineering expenses associated with public improvement inspections during construction.

E. It is in the best interest of the Developer to reimburse City staff to perform the required inspections relating to public improvements being constructed on the Property subject to the terms herein.

NOW, THEREFORE, in consideration of the promises and covenants made herein, the sufficiency and adequacy of which is acknowledged as being received by both parties, it is agreed as follows:

1. Cash donations paid pursuant to an ordinance(s) or annexation agreement shall be paid in a lump sum upon final subdivision plat approval for the total proposed residential units. Provided, however, in the event the Developer executes a release and indemnification agreement substantially in the form referenced as Exhibit D in Section 16.52 of the Harvard Municipal Code, payment may be made for each residential unit at the time each building permit is issued. Each residential unit in a multiple family structure shall be considered separate.

2. Developer is hereby permitted and the City Administrator is hereby directed to coordinate use of available qualified City staff to perform public improvement inspection services relative to the Developer’s development of the Property. The City shall invoice the

Developer on a monthly basis, to be paid for out of retained personnel funds, at an hourly rate determined from time to time by the City Council. Provision of these City staff services to the Developer shall be at the City Administrator's sole discretion, taking into consideration the availability and qualifications of the City staff.

IN WITNESS WHEREOF, the parties have executed this Developer's Agreement the day and year first above written.

DEVELOPER:

CITY OF HARVARD:

By: _____

By: _____