

Professional Fee Agreement

This Agreement entered into this _____ day of _____, 200____, between the Village of Romeoville, 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, 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 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, land planners, traffic and transportation consultants, etc. 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. Upon written request from the VILLAGE, the DEVELOPER shall post with the VILLAGE, the sum of \$_____ cash or certified funds as security for the DEVELOPER's payment of such professional fees, costs and expenses or another amount as approved from time to time as the standard security deposit amount by the Village Manager. 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 deposit amount with the VILLAGE until the project's completion.

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 ½%) 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 represents 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 Village Reimbursement 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, the DEVELOPER, in addition to all other costs and expenses shall pay the VILLAGE's attorney's fees, expert witness fees, costs and any other associated expenses.

SECTION EIGHT. SEVERABILITY. The invalidity of any paragraph or subparagraph of this Village Reimbursement 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 NINE. 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 TEN. OTHER FEE ORDINANCES. The Developer acknowledges that it has been advised that this Agreement is intended to secure the Village's recovery of professional costs and expenses as hereinabove described, and under circumstances where such costs and expenses may not otherwise have been recovered. Notwithstanding the foregoing or anything else herein to the contrary, nothing herein shall be understood to relieve the of its responsibilities hereunder and under any applicable ordinances of the Village, including but not limited to any fees payable pursuant to Chapter 43 of the Village Code of Ordinances, provided, however, that the Village shall take such action as it may deem appropriate to avoid invoicing for or collecting duplicate reimbursements of the same expenses or costs.

Dated at Romeoville, Will County, Illinois on the date written above.

VILLAGE OF ROMEOVILLE, an Illinois
Municipal Corporation

(Corporate Seal)

By: _____
_____, Village President

ATTEST:

By: _____
_____, Village Clerk

DEVELOPER

(Corporate Seal)

By: _____
Its President

ATTEST:

By: _____
Its Secretary