

**Village of Channahon
Professional Fee Agreement**

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

WHEREAS, DEVELOPER seeks Village approvals for a project commonly known as/named _____ (hereinafter referred to as "PROJECT"); and

WHEREAS, as a result of the DEVELOPER'S PROJECT, the VILLAGE must have its professional and administrative 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 costs and expenses for professional staff services rather than impose the costs upon the VILLAGE residents.

NOW, THEREFORE, in consideration of the mutual covenants 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 AND ADMINISTRATIVE FEES.

The DEVELOPER shall pay the VILLAGE any and all reasonable professional and administrative staff fees, costs and expenses incurred by the VILLAGE as a result of or in conjunction with the DEVELOPER'S PROJECT from this date through the PROJECT'S completion as determined by the VILLAGE and/or VILLAGE acceptance of all public improvements associated with the PROJECT, whichever occurs last.

The VILLAGE'S professional and administrative staff includes, but is not limited to, VILLAGE employees, private contractors or consultants, attorneys, engineers, land planners, traffic analysts and financial advisors.

Professional and administrative fees shall include, but not be limited to, all time associated with reviews, analysis, discussions, meetings, inspections, reports, comments, planning and other work or services performed on behalf of the VILLAGE in conjunction with the PROJECT.

The VILLAGE'S professional and administrative staff fees shall be billed to the DEVELOPER in the amount of fees authorized by the VILLAGE to be paid for such services.

SECTION TWO. SECURITY.

Concurrent with the execution of this Agreement, the DEVELOPER shall post with the VILLAGE in the following amount, which is dependent on the size of the property:

- Less than 10 acres, \$3,000
- 10 acres up to 100 acres, \$8,000
- 100 acres or more, \$10,000

as security for the DEVELOPER'S payment of such professional and administrative fees, costs and expenses. 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 this amount on deposit 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 of the date of a 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 18 percent (18%) per annum. If the DEVELOPER does not pay the statement within the 60 (sixty) day period, the VILLAGE will also, following written notification to the DEVELOPER, direct that all professional staff cease work on the PROJECT and no permits, approvals or inspections shall take place until the statement is 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 professional and administrative staff solely represent the VILLAGE and the VILLAGE'S interest and do not represent the DEVELOPER.

SECTION SIX. CONFLICT.

If 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, set and control any other terms and provisions.

SECTION SEVEN. COSTS AND ATTORNEY'S FEES.

In the event that the Village must take action to enforce any of the terms of this agreement, the DEVELOPER shall be liable for any and all costs, including court costs, reasonable attorney's fees, expert witness or consulting fees, and any and all other associated costs and expenses incurred by the VILLAGE.

SECTION EIGHT. VENUE.

The parties agree that the venue for any dispute or action related to, or arising out of, this agreement, or which affects the terms of this agreement, shall be the Circuit Court of Will County, Illinois.

SECTION NINE. 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 by such Court.

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 by like instrument.

Dated at Channahon, Will & Grundy County, Illinois on the date written above.

VILLAGE OF CHANNAHON,
an Illinois Municipal Corporation

BY: _____
Village President

DEVELOPER

BY: _____
Its duly authorized agent

NAME/TITLE: _____
Print legibly

Applicant/Company Name: _____

Billing Address: _____

Phone Number: _____

Email: _____

*Please Print Legibly