



## CITY REIMBURSEMENT AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Wilmington, an Illinois Municipal Corporation (hereinafter referred to as "CITY" and \_\_\_\_\_ (hereinafter individually and collectively referred to as "DEVELOPER").

WHEREAS, DEVELOPER proposes to

located at and commonly known as \_\_\_\_\_ (hereinafter referred to as "PROJECT"); and

WHEREAS, as a result of the DEVELOPER'S PROJECT, the CITY must have its City, professional staff analyze, review and comment upon and perform other services solely on the CITY'S behalf from the time of the inception of the PROJECT through its completion; and

WHEREAS, the DEVELOPER acknowledges it is responsible to pay the CITY's cost and expenses for staff services rather than impose the costs and expenses upon the CITY taxpayers and residents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of the 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 will pay the CITY any and all reasonable professional staff fees, costs, and expenses incurred by the CITY as a result of or in conjunction with the DEVELOPER'S PROJECT from the date of this Agreement through the PROJECTS completion as determined by the CITY and/or CITY acceptance of all public improvements associated with the PROJECT, whichever occurs last.

For purposes of this Agreement, the CITY'S professional staff includes, but is not limited to, the City Administrator, Finance Director, its attorneys, engineers, land planners, surveyors, traffic and transportation consultants, and any other consultants the CITY determines is necessary to advise it in consultation with this process.

Fees shall include, but not be limited to, all-time associated with reviews, analysis, discussions, meetings, inspections, planning, and other work or services performed on behalf of the CITY in conjunction with the PROJECT.

The CITY'S professional staff fees shall be billed to the DEVELOPER in the amount of fees and expenses incurred by the CITY in conjunction with the Developer's project in the following sums:

| SIZE OF DEVELOPMENT             | SECURITY DEPOSIT |
|---------------------------------|------------------|
| SINGLE LOT – FIVE ACRES OR LESS | \$500.00         |
| FIVE TO TEN ACRES               | \$3,000.00       |
| ELEVEN TO NINETY-NINE ACRES     | \$8,000.00       |
| 100 ACRES OR MORE               | \$10,000.00      |

[Current Rate Schedule Subject to Change]

**SECTION TWO. SECURITY.** Concurrent with the execution of the Agreement, the DEVELOPER shall post and maintain, with the CITY, as security for the DEVELOPER'S payment of such professional fees, costs and expenses. 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 timely payments to the CITY as required under this Agreement. The DEVELOPER is obligated to continuously maintain this amount on deposit with the CITY until the PROJECT'S completion.

**SECTION THREE. PAYMENT.** The CITY shall provide the DEVELOPER with an itemized statement of fees it incurred. The DEVELOPER shall pay the CITY the full amount within thirty (30) days of the date of a statement from the CITY. If the DEVELOPER does not pay the statement in full 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, following not less than 10 days written notification to the DEVELOPER, direct that all professional staff cease work on the PROJECT and that it be held in abeyance until the Developer pays all outstanding amounts due the CITY in full, and indefinitely hold and take no further action on any professional applications, permits, licenses or other matters until fully paid or otherwise resolved.

**SECTION FOUR. COOPERATION.** The DEVELOPER shall fully cooperate with the CITY, notice its officials and professional staff with respect to its PROJECT.

**SECTION FIVE. REPRESENTATION OF CITY ONLY.** The DEVELOPER acknowledges that the CITY'S in-house and professional staff solely represents the CITY and the CITY'S interest and does not represent the DEVELOPER.

**SECTION SIX. CONFLICT.** If the terms and provisions of this Agreement conflict with any ordinance of the CITY or agreement between the parties, the terms, and provisions of this City Reimbursement Agreement shall supersede, set, and control any other terms and provisions.

**SECTION SEVEN. 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 reasonable attorney's, expert witness fees, costs, and expenses associated with such litigation.

**SECTION EIGHT. SEVERABILITY.** The invalidity of any paragraph or subparagraph of this City 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 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 by like instrument.

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

**CITY OF WILMINGTON,**  
an Illinois Municipal Corporation

BY: \_\_\_\_\_  
Its duly authorized agent

**DEVELOPER**

BY: \_\_\_\_\_  
Its duly authorized agent