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 _________________________ commonly known as ___________________________ (hereinafter referred to as “PROJECT”); and

WHEREAS, as a result of the DEVELOPER’S PROJECT, the CITY must have its 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 should pay the CITY cost and expenses for professional staff services rather than impose the costs upon the CITY residents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of 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 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 this date through the PROJECTS completion as determined by the CITY and/or CITY acceptance of all public improvements associated with the PROJECT, whichever occurs last.

The CITY’S professional staff includes, but is not limited to, its attorneys, engineers, land planners, traffic and transportation consultants.

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 authorized by the CITY to be paid for such services.

SECTION TWO. SECURITY. Concurrent with the execution of the Agreement, the DEVELOPER shall post, with the CITY, the sum of $3,500.00 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. The DEVELOPER shall pay the CITY within thirty (30) days of the date of a statement from the CITY. 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 eighteen percent (18%) per annum. The
CITY may also, following written notification to the DEVELOPER, direct that all professional staff cease work on the PROJECT of the DEVELOPER until the statement is paid in full.

SECTION FOUR. COOPERATION. The DEVELOPER shall fully cooperate with the CITY, 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 _____________________, 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