

REIMBURSEMENT OF FEES AGREEMENT

Village of Woodridge Acct. # _____

I. OWNER:

- A. Owner of Property: _____ Date: _____
- B. Owner's Address: _____
- C. Owner's Phone Number: _____ Fax _____
- D. If Owner is a Land Trust, the names and addresses of the beneficiaries of the Trust:

II. PERSON MAKING REQUEST (Petitioner/Applicant):

- A. Name of Petitioner/Applicant: _____
- B. Petitioner's/Applicant's Address: _____
- C. Petitioner's/Applicant's Phone Number: _____ Fax _____

III. LOCATION OF PROPERTY:

- A. General Location of Property: _____
- B. Acreage of Parcel: _____
- C. Permanent Index Number(s): _____
- D. Legal Description (attach as Exhibit A)

IV. REIMBURSEMENT OF FEES:

Should the Village, in its sole and exclusive discretion, determine that it is necessary or desirable for the Village to obtain professional services, including, but not limited to, attorneys, engineers, planners, architects, surveyors, court reporters, traffic, drainage or other consultants, including full and/or part time site inspection services during the actual construction of any required improvements, and/or to incur costs related to any required notices or recordations, in connection with any Petition or Application filed by the Petitioner/Applicant, a copy of which is attached hereto and incorporated herein as Exhibit B, then the Petitioner/Applicant and Owner shall be jointly and severally liable for the payment of such professional fees and costs, as shall actually be incurred by the Village, plus an additional ten percent (10%) to cover the Village's administrative expenses.

The Mayor and Board of Trustees and/or Village Administrator are hereby authorized to assign the above described services to the Village staff or to consultants, as they deem appropriate. When any services contemplated by this Agreement are rendered by the Village staff, then in such case the Village shall be reimbursed for its cost incurred in providing said services. Said reimbursement shall be at the rate of fifty dollars (\$50.00) per hour, plus an additional ten percent (10%) to cover the Village's administrative expenses.

At the time the Petitioner/Applicant requests action from the Village, he shall deposit the following amounts with the Village as an initial deposit to collateralize the obligation for payment of such fees and expenses:

| Number of Review Items | under 5 acres | 5-15 acres | 16-75 acres | over 75 acres |
|------------------------|---------------|------------|-------------|---------------|
| One | \$1,000 | \$2,000 | \$3,000 | \$4,000 |
| 2 - 3 | \$2,000 | \$4,000 | \$5,000 | \$7,000 |
| ≥4 | \$3,000 | \$5,000 | \$7,000 | \$10,000 |

The Village shall deduct the incurred expenditures and costs from the funds deposited. If the remaining deposit balance falls below \$500.00, the Petitioner/Applicant, upon notice by the Village, shall be required to replenish the deposit to its original amount. The Village shall send the Petitioner/ Applicant regular invoices for the fees and costs incurred. The Petitioner/Applicant shall replenish the deposit amount within fifteen (15) days of receipt of each such invoice directing replenishment of the deposit. Failure to remit payment within fifteen (15) days will cause all reviews to cease.

A Petitioner/Applicant who withdraws his Petition or Application may apply in writing to the Village Clerk for a refund of his initial deposit. The Village Administrator may, in his discretion, approve such refund less any actual fees and costs, which the Village has already paid or incurred relative to the Petition or Application.

Upon the failure of the Petitioner/Applicant or Owner to reimburse the Village in accordance with this Agreement, no further action shall be undertaken on any Petition or Application by the Mayor and Board of Trustees, or by any other official or quasi-official individual or body thereunder, including the conduct of any hearings or deliberations, the granting of any relief or approvals, and the execution or recording of any documents, until all such outstanding fees are paid in full and/or the initial deposit is restored to its full amount. Further, the Village may deny any application for a grading, building or other permit if such amounts have not been paid in full. Upon any failure to reimburse the Village in accordance with this Section, the Village may in its discretion, apply any or all of the initial deposit to the outstanding balance due and/or elect to place a lien against any real property associated with the Petitioner/Applicant's Petition or Application. In the event such amounts are not paid in full within sixty (60) days after the date when the statement of such amounts due is delivered or deposited in the U.S. mail by the Village, such amounts due shall be deemed delinquent and thereafter a delinquency charge of one percent (1%) per month, or portion thereof, with a minimum delinquency charge of \$5.00 per month, shall be added to the amount due until such amount due, including all delinquency charges, is received by the Village. Said lien shall be in an amount equal to the outstanding amount owed to the Village.

The remedies available to the Village as set forth hereinabove are non-exclusive and nothing herein shall be deemed to limit or waive the Village's right to seek relief of such fees against any or all responsible parties in a court of competent jurisdiction.

Any remaining balance of any funds deposited pursuant to this Agreement shall be refunded at such time as the Village accepts all required improvements within the development, pursuant to any improvement agreement executed in connection with the development of the real property associated with Petitioner's/Applicant's Petition or Application. In the event that no improvements are required, any such balance shall be refunded upon the later occurring of the following events: completion of Village

deliberation on the petition or application, recordation of all necessary documents associated with the petition or application, or issuance of a building permit upon the real property in question.

BY SIGNING BELOW, THE PETITIONER/APPLICANT AND 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 PETITIONER/APPLICANT AND OWNER AGREE THAT PETITIONER/ APPLICANT AND OWNER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR PAYMENT OF FEES REFERRED TO IN APPLICABLE SECTIONS OF THE ORDINANCES OF THE VILLAGE OF WOODRIDGE, AND AS SET FORTH HEREIN.

Village of Woodridge

Petitioner/Applicant

By: _____
Village Administrator

Owner

Attest

Date: _____

Date: _____