



2 LAGOON DRIVE - HAWTHORN WOODS, ILLINOIS 60047 - (847) 438-5500

**VILLAGE OF HAWTHORN WOODS
REIMBURSEMENT OF FEES AGREEMENT**

Village of Hawthorn Woods Acct. # _____

I. OWNER

A. Owner of Property _____ Date _____

B. Owner's Address _____

C. Owner's Phone Number _____

II. PERSON MAKING REQUEST (PETITIONER)

A. Name of Petitioner _____

B. Petitioner's Address _____

C. Petitioner's Phone Number _____

III. LOCATION OF PROPERTY

A. General Location of Property _____

B. Acreage of Parcel _____

C. Legal Description (attach as Exhibit A)

IV. REIMBURSEMENT OF FEES:

In the event that it is necessary for the Village to obtain professional services, including, but not limited to, attorneys, engineers, planners, architects, surveyors, traffic or drainage experts, or other consultants, in connection with any Petitioner's request for the Village to consider or otherwise take action upon annexation, zoning change, subdivision development, PUD or other improvement or development upon real property, then the Petitioner and Owner of the property shall be jointly and severally liable for the payment of such professional fees plus ten percent (10%) to cover the Village's administrative expenses. At the time the Petitioner requests action from the Village, he will be required to deposit the following amounts with the Village as an initial deposit to be credited against fees and costs incurred for the above described services:

0 - 15.99 Acres	\$4,000
16 - 50.99 Acres	\$8,000
51 - 100.99 Acres	\$10,000
100 - 200.99 Acres	\$20,000
201 - 300.99 Acres	\$30,000
301 - 400.99 Acres	\$40,000
401 - 600.99 Acres	\$50,000
Over 601 Acres	\$100,000

The Village shall send a Petitioner regular invoices for the fees and costs and the Petitioner shall reimburse the Village within fifteen (15) days of receipt of said invoice. Failure to remit payment within fifteen (15) days will cause all reviews to cease.

A Petitioner who withdraws a petition for annexation into the Village, may apply in writing to the Village for a refund of his initial deposit. The Board of Trustees may, in its discretion, approve the refund application less any actual fees and costs which the Village has already incurred relative to the petition.

Any professional fees incurred as a direct or indirect result of the Petitioner, Owner or their agent requesting a professional opinion or other wise requesting relief or assistance from the Village, whether or not related to real property, shall be reimbursed in accordance with this section if, in the discretion of the Village, a professional opinion is desired.

Upon the failure of the Owner or Petitioner to reimburse the Village in accordance with this subsection no action on any request made by the Owner or Petitioner will be undertaken by the Village Board of Trustees, or by any other official, quasi-official or deliberative individual or body thereunder; and such request shall remain in abeyance until all outstanding fees are paid in full. 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, elect to place a lien against any real property associated with the Petitioner's request. Interest in the amount of one and one-half percent (1 1/2% with a minimum of \$5.00) per month shall accrue on all sums outstanding for thirty (30) days or more. Said lien shall be in an amount equal to the outstanding amount owed to the Village.

The Mayor and Board of Trustees and Chief Operating Officer and staff members are hereby authorized to assign requests for professional services to the Village staff or to consultants as the Mayor deems appropriate.

When any professional services contemplated by this section are rendered by the Village staff, then in such case the party making the request shall reimburse the Village for its cost incurred in providing said professional services. Said reimbursement shall be at the rate of seventy five dollars (\$75.00) per hour for each professional staff member.

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

The remaining balance of any fees deposited pursuant to this Agreement shall be refunded at the time the Village accepts all required improvements within the development, pursuant to any improvement agreement executed in connection with the development of the property that is the subject of the petition or application. In the event that no improvements are required, any such balance shall be refunded upon the later occurring of the following event: completion of Village deliberation on the petition or application, recording of all necessary documents associated with the petition or application, or issuance of a building permit upon the property in question.

BY SIGNING BELOW, THE PETITIONER AND OWNER ACKNOWLEDGE THAT EACH OF THEM HAS READ THE FOREGOING PARAGRAPHS AND EACH OF THEM FULLY UNDERSTAND 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 OWNER AND PETITIONER AGREE THAT OWNER AND PETITIONER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR PAYMENT OF FEES REFERRED TO IN APPLICABLE SECTIONS OF THE ORDINANCES OF THE VILLAGE OF HAWTHORN WOODS, AND AS REFERRED TO HEREINABOVE.

Village of Hawthorn Woods

Petitioner

By: _____
Chief Operating Officer

Owner

Date: _____

Attest:

Date: _____