

PROFESSIONAL FEE AGREEMENT

This Agreement entered into on this day of _____, 20____, between the City of Crest Hill, an Illinois Municipal Corporation (hereinafter referred to as “CITY” and the Lockport Township Fire Protection District, (herein referred to as “APPLICANT”).

WHEREAS, on November 4, 2024, the City of Crest Hill passed Resolution _____, in which the City of Crest Hill approved the waiver of certain planning, zoning engineering application, review and inspection fees, building permit fees, and water and sewer tap-on fees in the amount of approximately \$95,000.00 related to the Planned Unit Development in which the APPLICANT proposes to construct a Training Center and Maintenance Facility (the “Project”); and

WHEREAS, as a result of the Project, the CITY will need to have its outside professional staff and consultants, including but not limited to attorneys, planners and engineers, analyze, review, comment upon and perform other services with respect to comprehensive public improvements, general planning and design review considerations and legal issues affecting APPLICANT’s project solely on the CITY’s behalf from the time of the inception of the project through its completion; and

WHEREAS, public improvements may include streets, storm water systems, potable water systems, wastewater systems, storm water management systems, sidewalks, walkways, bicycle paths, multi-use paths, landscaping, lighting, signage, striping, parking, public transportation, traffic control, parks, and recreational facilities, and additional improvements to provide access to and make use of the public improvements and all necessary appurtenances including the acquisition of the necessary interests in real property, design review, annexation, zoning, planning, construction observations, easements, or interests in real property in conformance with local, other regulatory and government agencies and private regulations; and

WHEREAS, the APPLICANT acknowledges that it should pay for all the CITY’S aforementioned outside professional staff and consultants’ fees, costs, and expenses for professional services related to the Project rather than impose the costs upon the CITY’S residents,

NOW, THEREFORE, in consideration of the mutual covenants and conditions 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 FEES. The APPLICANT shall pay the CITY any and all outside consultants’ residential and non-residential engineering fees and administration costs, attorney’s fees and architecture review fees, site construction inspection costs and expenses incurred by the CITY as a result of or in conjunction with the APPLICANT’s project from this date and prior thereto, through the project’s completion as determined by the CITY and/or CITY’s acceptance of all public improvements associated with the project, whichever occurs last. All such fees, costs, and expenses incurred by the CITY shall be invoiced to the APPLICANT by the City.

The CITY's outside professional staff includes, but is not limited to, its attorneys, outside engineers, land planners, traffic and transportation consultants, administration, landscape consultants and all building inspectors. Fees shall include, but not be limited to, costs for all time associated with any review, analysis, discussions, meetings, inspections, planning and all other work, or services performed on behalf of the CITY in conjunction with the project.

SECTION TWO. *DEPOSIT.* Prior to the start of any engineering site plan review work by CITY on the APPLICANT's project, the APPLICANT shall post with the CITY a minimum \$7,500.00 deposit in cash or certified funds toward the APPLICANT's payment of the outside consultants' professional fees and costs referred to in Section One. The CITY is specifically authorized to apply this deposit in payment of such fees, costs, and expenses. The APPLICANT is obligated to continuously maintain the required minimum deposit amount with the CITY until all applicable professional fees and costs have been billed and paid.

SECTION THREE. *COOPERATION.* The APPLICANT shall fully cooperate with the CITY, its officials, and professional staff with respect to its project.

SECTION FOUR. *REPRESENTATION OF CITY ONLY.* The APPLICANT acknowledges that the CITY'S in-house and professional staff solely represent the CITY and the CITY'S interest and do not represent the APPLICANT.

SECTION FIVE. *CONFLICT.* If any of 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 Agreement shall supersede and control any other terms and provisions.

SECTION SIX. *ATTORNEY'S FEES.* In the event any suit or other action is brought to enforce, or which otherwise affects this Agreement, or any of its provisions, the APPLICANT, in addition to all other costs and expenses, shall pay the CITY's attorneys fees, expert witness fees, costs and any other associated expenses.

SECTION SEVEN. *SEVERABILITY.* The invalidity of any paragraph or subparagraph of this 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 as modified.

SECTION EIGHT. *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 agreed to by the parties in writing.

SECTION NINE. *GOVERNING LAW; VENUE.* The validity, construction and interpretation of this Agreement should be governed by the laws of the State of Illinois. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or from or related to this Agreement shall be litigated only in the Circuit Court, Twelfth Judicial

Circuit, Will County, Illinois. Each party hereby consents and submits to personal jurisdiction and venue of any such action or proceeding.

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

CITY OF CREST HILL, an Illinois Municipal Corporation

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

LOCKPORT TOWNSHIP FIRE PROTECTION DISTRICT

Signature: _____

Print Name: _____

By Its: _____

Date: _____