



**VILLAGE OF MUNDELEIN**

440 East Hawley St. • Mundelein, IL 60060  
(847) 949-3200 phone • (847) 949-0143 fax • www.mundelein.org

**REIMBURSEMENT OF FEES AGREEMENT**

**For Office Use Only:**

CONC# \_\_\_\_\_ SD# \_\_\_\_\_ FEE AMOUNT \$ \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

VILLAGE PLANNER \_\_\_\_\_

Date Paid: \_\_\_\_\_ Check # \_\_\_\_\_ Initials \_\_\_\_\_

Recorded Date: \_\_\_\_\_ Initials \_\_\_\_\_

**I. OWNER**

- A. Owner of Property \_\_\_\_\_ Date \_\_\_\_\_
- B. Owner's Address \_\_\_\_\_  
\_\_\_\_\_
- C. Owner's Phone Number \_\_\_\_\_
- D. Owner's E-Mail Address \_\_\_\_\_

**II. PERSON MAKING REQUEST (PETITIONER)**

- A. Name of Petitioner \_\_\_\_\_
- B. Petitioner's Address \_\_\_\_\_  
\_\_\_\_\_
- C. Petitioner's Phone Number \_\_\_\_\_
- D. Petitioner's E-Mail Address \_\_\_\_\_

**III. PROJECT DEVELOPER**

- A. Name of Developer \_\_\_\_\_
- B. Developer's Address \_\_\_\_\_  
\_\_\_\_\_
- C. Developer's Phone Number \_\_\_\_\_
- D. Developer's E-Mail Address \_\_\_\_\_

**IV. LOCATION OF PROPERTY**

- A. General Location of Property \_\_\_\_\_
- B. Acreage of Parcel \_\_\_\_\_
- C. Legal Description or Plat of Survey with full legal (attach as Exhibit A)
- D. Parcel PIN numbers \_\_\_\_\_

**V. BILLING INFORMATION**

- A. Contact Person \_\_\_\_\_
- B. Bill to Address \_\_\_\_\_
- C. Phone Number \_\_\_\_\_

**VI. REIMBURSEMENT OF CONSULTANT FEES AND OTHER EXPENSES**

**A. Reimbursement**

- 1) The owner, subdivider and/or developer shall reimburse the Village for all consultant fees and other expenses related to the Approval Process as provided herein.
- 2) The Village may use the services of various consultants including, but not limited to, legal, engineering, GPS surveying, financial, and planning, and incur various expenses such as publication costs and recording fees, during any stage of the Approval Process, and negotiation, execution and implementation of an annexation agreement or a development or redevelopment agreement including, but not limited to, a PUD, engineering plan review, preliminary and final plat, economic incentive agreement, or TIF redevelopment agreement.
- 3) An Agreement Relating to Reimbursement of Approval Process Fees and Expenses (the Reimbursement Agreement) shall be executed by the owner, subdivider and/or developer and delivered to the Village, together with the security deposit, prior to the commencement of the Approval Process.
- 4) Payment of expenses incurred by the Village shall be made within thirty (30) days after the date of invoice. Past due payments shall bear interest at the rate of 1½% per month. Invoices shall contain such detail as to services rendered, time expended and hourly rates as is normally required by the Village with respect to invoices from its consultants.
- 5) The Approval Process shall commence upon the first to occur of the following: submittal of plans for review, petition for annexation, petition for a PUD special use, petition for zoning or rezoning or variation, or application for preliminary plat approval.

**B. Amount of Security Deposit.** The amount of the security deposit shall be calculated by the Village Planner in accordance with the following schedule. The schedule is based on typical consultant fees and other expenses incurred by the Village in the Approval Process. The actual amount of consultant fees and other expenses will vary according to the specific needs of a project. In no event shall the amount of the security deposit exceed \$40,000 unless the Reimbursement Agreement so provides.

**SCHEDULE OF CONSULTANT FEES  
AND OTHER EXPENSES**

Five acres or less	\$5,000
More than five acres	\$5,000 plus \$1,000 per acre, or part thereof, up to a maximum of \$40,000

The above amounts shall be rounded up to the next higher whole number in calculating the amount of the security deposit.

**C. Form of Security Deposit**

- 1) The security deposit shall be a cash deposit by check payable to the Village of Mundelein.
- 2) All security deposits shall bear interest at the rate being paid on the Village's corporate checking account on the date the cash deposit is returned to the owner, subdivider and/or developer.

**D. Use of Security Deposit.** If the owner, subdivider and/or developer is in default in the payment of any invoice for more than forty-five (45) days, the Village may use any cash security deposit to pay such invoice and any accrued interest and the amount of the security deposit shall be reduced by such payment. The Village Administrator or designee may, at its option, place a "hold" on the Approval Process until the security deposit is replenished to the original amount by the owner, subdivider and/or developer.

**E. Return of Security Deposit**

- 1) At the completion of the Approval Process, the security deposit then on hand shall be returned to the person/company that made the initial deposit.

The Approval Process shall be considered complete upon recordation of the final plat of subdivision, or issuance of a building permit, whichever occurs first.

- 2) In situations where the development is not approved, and does not proceed to final platting or permitting, the Village shall return the security deposit as follows:
  - a) Upon written request of the owner, subdivider and/or developer; or
  - b) Upon determination by the Village Board that the project will not be approved and the security deposit returned to the owner, subdivider and/or developer.

BY SIGNING BELOW, THE PETITIONER AND OWNER ACKNOWLEDGE THAT EACH OF THEM HAS READ SECTION IV ABOVE, "REIMBURSEMENT OF FEES", AND EACH OF THEM FULLY UNDERSTAND AND AGREES TO COMPLY WITH THE TERMS SET FORTH THEREIN, FURTHER, BY SIGNING BELOW, EACH SIGNATORY WARRANTS THAT THEY POSSESS 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 MUNDELEIN, AND AS REFERRED TO HEREIN.

**FOR PETITIONER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR OWNER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_