



## Professional Services Fee Agreement

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

### **Primary Contact (for escrow):**

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

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

### **Property Owner Information:**

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

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Location of Property (general locations, attach more pages if necessary):

\_\_\_\_\_

\_\_\_\_\_

PIN(s): \_\_\_\_\_

### **Fee Estimates to be held in Escrow:**

Initial Plan Review: \_\_\_\_\_

Revised Plan Review: \_\_\_\_\_

Construction Observation/Watermain Inspection: \_\_\_\_\_

Project Plan Modeling (per plan): \_\_\_\_\_

Administrative costs: \_\_\_\_\_

The undersigned (s) do hereby agree to pay for all professional services fees and costs incurred by the District in connection with the above-described project or approval sought. The undersigned(s) agree that such payment shall be made in accordance with the provisions of Ordinance 22-03 of the North Park Public Water District Code of Ordinances, a copy of which is attached hereto and incorporated herein, and that the undersigned(s) agree to comply with all applicable provisions of said Ordinance 22-03.

**WITHDRAWALS OR DENIALS OF PETITION OR APPLICATION:** In the event the undersigned (s) withdraws their petition or application, the undersigned(s) may apply in writing

to the District for a refund of the escrow account balance. The District Chief Executive Officer may, in his/her sole discretion, approve the refund less any actual fees and expenses which the District has already incurred associated with the project or request. In the event the petition or application is denied by the District, the undersigned (s) shall remain liable for all Professional Services Fee and costs which the District has incurred, and no refund of the escrow account balance shall occur until all such Professional Services Fee and costs have been paid. Should the escrow account fund balance be insufficient to cover all of the Professional Services Fee and costs, the undersigned(s) shall remain liable to pay for any remaining balance of Professional Services Fee and costs.

**DEFAULT:** Upon the failure of the undersigned(s) to pay for Professional Services Fee incurred by the District associated with the project or request in accordance with Ordinance 22-03 of the North Park Public Water District Code of Ordinances and the provisions of this Agreement, the undersigned(s) shall be deemed to be in Default of this Agreement and the District shall have any and all remedies available to it in equity or at law to obtain payment of the unpaid Professional Services Fee and costs. Further, the District shall have the right to refrain from taking any further action whatsoever with regards to the project or request and that the same shall remain in abeyance until the escrow is in good standing. The undersigned(s) further agree to extensions of any statutory timelines that may be necessary until such time as the escrow account has been replenished in accordance with said Ordinance 22-03, and upon such happening, the District agrees to proceed promptly and with due diligence thereafter. The undersigned (s) agree that the District may withhold any other action, legislative or ministerial, which may include the issuance of permits, approval, and/or execution of any development agreements, or any other District action for, on or upon the subject property, until the Default is cured. Upon any Default, interest in the amount of one percent (1%) per month shall accrue on all sums outstanding for thirty (30) days or more, plus any legal expenses and five percent (5%) of the outstanding amount due in order to cover administration expenses. The District shall have the right, but not the obligation, in its sole discretion, to pursue any remedy it may have at law or in equity in the event of Default, including, but not limited to, pursuing collection via the State of Illinois Local Debt Recovery Program and/ or electing to place a lien against any real property associated with the undersigned(s)'s project or request, for the amount of expenses, including administrative costs and reasonable attorney fees, that have been outstanding for thirty (30) days or more.

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

**PROFESSIONAL SERVICE FEES: (Petition or Application Fees)** The undersigned(s) agrees that the payment of Professional Services Fee in accordance with this Agreement and Ordinance 22-03 of the North Park Public Water District Code of Ordinance shall be in addition to any other customary District fees which may be applicable to the project or request.

**TERMINATION OF PETITION OR APPLICATION:** In the event the undersigned(s) fails to replenish the escrow account within thirty (30) days of a request by the District to do so, the undersigned(s) agree that the District, shall the right, in its sole discretion, to terminate and

render null and void the pending application/petition for the project or request, upon providing written notice of the same to the undersigned.

**COOPERATION AND REPRESENTATION OF DISTRICT:** The undersigned (s) agree that they shall fully cooperate with the District, its officials, staff and Professional Consultants with respect to the proposed project or request. The undersigned(s) acknowledge that the District's Professional Consultants solely represent the District and the District's interest and do not represent the undersigned in any manner.

**SEVERABILITY:** If any provision of this Agreement or its application to any person, entity or property is held to be invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms or conditions and provisions of the Agreement and, to that end, any terms, conditions and provisions of this Agreement are declared to be severable.

By signing this Agreement the undersigned(s) acknowledge that they have read the foregoing paragraphs and fully understand and agree to comply with the terms set forth herein. Further, by signing below, each signatory warrants that he/she/it possesses full authority to sign.

The undersigned(s) agree that they shall be jointly and severally liable for payment of fees referred to in this Agreement and Ordinance 22-03 of the North Park Public Water District Code of Ordinances.

\_\_\_\_\_  
Applicant/Petitioner

\_\_\_\_\_  
District Chief Executive Officer      Date

\_\_\_\_\_  
Print Name                                  Date

ATTEST:

\_\_\_\_\_  
Owner (if different from above)

\_\_\_\_\_  
District Administration Director      Date

## Definitions:

**Development Review:** Shall mean the District review and/or drafting of an applicant/petitioner/contractor/developer's project or request including, but not limited to, review of the site plans, construction drawings, connection designs, etc..

**Professional Services Fee:** shall mean those professional consultant fees and costs incurred by the District as a direct or indirect result of an applicant/petitioner's request for District approval or permit with regards to any service connections, watermain extensions, or watermain modifications.

**Professional Consultant:** shall mean those consultants retained by the District, including, but not limited to, its attorneys, engineers, financial consultants, traffic and transportation consultants, administration, contractual inspection services and/or others as may be deemed appropriate by the District to review any service connection, watermain extension, or watermain modifications.

## NPPWD Ordinance 22-03 References:

### DEVELOPMENT, CONTRACTS, AMENDMENTS REVIEW & PROCEEDINGS

Applicant/petitioner/contractor/developer shall be responsible for paying for the Professional Services Fee and costs incurred by the District as a part of each Professional Consultants' performing their Development Review and participation in Development proceedings. No Development Review or Development Proceeding shall commence until the appropriate escrow account has been established and funded and a professional services fee agreement entered into.

### ESCROW ACCOUNT AND PROFESSIONAL SERVICES FEE AGREEMENT

1. In order to secure payment by the contractor/developer for any Professional Services Fee and costs incurred by the District, an escrow account (hereinafter referred to as "escrow account") will be created and maintained by the District. The applicant/petitioner/contractor/developer shall deposit such amounts as in accordance with the schedule set forth in Section 2 and an overall cost estimate of the Professional Services Required for the project.
2. Applicant/petitioner/contractor/developer shall enter into a "Professional Services Fee Agreement (hereinafter referred to as the "Agreement").
3. Notwithstanding anything to the contrary contained in this Section, the District General Manager shall have the right to adjust any escrow deposit amount or agreement, when warranted.
4. No construction work of any kind shall be performed on any proposed water main or other Water District improvement without an IEPA construction permit and the expressed permission of the District. The design shall be in accordance with the North Park Public Water District Standard Specifications, the Ten State Standards and the latest edition of the Standard Specification for Sewer and Water main Construction in Illinois.
5. Individual existing residential/homeowner properties on less than one acre in size, requesting to connect to the system and when it does not require any Professional Staff determination, the requirement of an Escrow Account can be waived by the General Manager.

### PAYMENT OF FEES, BALANCE OF ACCOUNT

Upon submission of invoices for services by a Professional Consultant deemed necessary by the District, the District shall pay said invoice out of the specified escrow account. At such time as the

balance of the specified escrow account reaches twenty-five percent (25%) of the original amount deposited, the District may require that an additional sum of money be deposited in the escrow account, inclusive of the present balance in the specified escrow account, which could equal or exceed the amount originally required by the District.

#### GOOD STANDING ACCOUNT STATUS

The District will conduct a monthly reconciliation of escrow account and forward its findings to applicant/petitioner. Should the account balance in escrow fall below the required amount, District shall notify the applicant/petitioner/contractor/developer of the same and escrow account brought into good standing by applicant/petitioner/contractor/developer. Any deficiency shall be paid to the Water District prior to the issuance or release of an IEPA construction permit, NPPWD Connection Permit, or service connection to the water system.

#### REFUNDS

Upon a determination being made by the District that payment of all Professional Service Fees and costs associated with a particular project or request has been made, any balance remaining in the escrow account shall be returned to the applicant/petitioner/contractor/developer within ninety (90) days of such determination.