

VILLAGE OF TINLEY PARK, ILLINOIS
PLAT (SUBDIVISION, CONSOLIDATION, EASEMENT) ADDENDUM

APPLICATION & SUBMITTAL REQUIREMENTS

A complete application consists of the following items submitted in a comprehensive package. If materials are submitted separately or are incomplete they will not be accepted and may delay the review and hearing dates until a complete application package is received. The following information is being provided in order to assist applicants with the process of requesting **Plat Approval** from the terms of the Zoning and Subdivision Ordinance as well as the Illinois Plat Act. This information is a summary of the application submittal requirements and may be modified based upon the particular nature and scope of the specific request.

Depending upon meeting schedules, legal notification requirements, and the specific type and scope of the request, this process generally takes between 45 to 60 days from the date of submission of a complete application package. Please schedule a pre-application meeting with Planning Department staff to review the feasibility of the proposal, discuss applicable Ordinance requirements, discuss submittal requirements, and receive some preliminary feedback on any concept plans or ideas prior to making a submittal.

- ☐ Schedule a pre-application meeting with Planning Department staff to review the feasibility of the proposal, discuss applicable Ordinance requirements, and receive preliminary feedback.
- ☐ General Application form is complete and is signed by all property owner(s) and applicant (if applicable). Include all engineering and surveyor contact information.
- ☐ Ownership documentation is submitted for all affected properties and indicating proper ownership through a title report or title policy. If a corporation or partnership, documentation of the authorized agent must be supplied. All beneficiaries of properties must be disclosed.
- ☐ A written project narrative detailing the general nature and specific aspects of the proposal being requested. Details on any existing or proposed uses, grading, utility, use or other property changes, existing uses/tenants.
- ☐ A Plat of Subdivision/Consolidation/Easement of the property that is prepared by a registered land surveyor and has all up-to-date structures and property improvements indicated.
- ☐ Plan/plat indicating existing and proposed grading, utilities and structures.
- ☐ Preliminary grading, public right-of-way, utility and other engineering information may be required to be submitted for a Plat of Subdivision depending upon the extent of the subdivision project and related improvements. Please see the Village of Tinley Park's Subdivision and Development Regulations for specific info and standards.
- ☐ Hearing fees differ based upon the request and the need for engineering and construction review and observation fees. An expected fee total will be provided upon initial review of the plans and final fee total will need to be paid prior to the scheduling of a public meeting.



Village of Tinley Park
Community Development Dept.
16250 S. Oak Park Ave.
Tinley Park, IL, 60477
708-444-5100

Professional Fee and Cost Reimbursement Agreement

This Professional Fee and Cost Reimbursement Agreement ("Agreement") entered into this ____ day of _____, 20____, between The Village of Tinley Park, Cook and Will Counties, a home rule municipality (hereinafter referred to as "VILLAGE"), and _____ (hereinafter individually and collectively referred to as "DEVELOPER").

WHEREAS, as a result of the DEVELOPER's project, the VILLAGE must have its professional service providers and staff analyze review and comment upon and perform other services solely on the VILLAGE's behalf from the time of inception of the project through its completion; and

WHEREAS, the DEVELOPER acknowledges it should pay the VILLAGE's fees, costs and expenses for professional service providers' services and staffs' services, rather than impose the costs upon the VILLAGE'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 DEVELOPER shall pay the VILLAGE any and all professional service provider and staff fees, costs and expenses incurred by the Village as a result of or in conjunction with the DEVELOPER's project from this date and prior thereto, through the project's completion as determined by the VILLAGE and/or VILLAGE's acceptance of all public improvements associated with the project, whichever occurs last. The VILLAGE's professional service providers and staff includes, but is not limited to, its attorneys, engineers, land planners, traffic and transportation consultants, etc. Fees shall include, but not be limited to, all time associated with any review, analysis, discussions, meetings, inspections, planning and all other work or services to be performed on behalf of the VILLAGE in conjunction with the project. The VILLAGE's professional service providers and staff fees shall be billed to the DEVELOPER in the amount as authorized by the VILLAGE to be paid for such services.

SECTION TWO SECURITY. Upon written request from the VILLAGE, the DEVELOPER shall post with the VILLAGE the sum of \$5,000 cash or certified funds as security for the DEVELOPER's payment of such professional fees, costs, and expenses or another amount as approved from time to time as the standard security deposit amount by the Community Development Director. The VILLAGE is specifically authorized to apply this security in payment of such fees, costs and expenses in the event the DEVELOPER fails to make timely payments to the VILLAGE as required under this Agreement. The DEVELOPER is obligated to continuously maintain the original deposit amount with the VILLAGE until the project's completion and DEVELOPER expressly waives any claims for interest related to funds it deposits with the VILLAGE.

SECTION THREE. PAYMENT. The VILLAGE shall provide the DEVELOPER with an itemized statement of fees. The DEVELOPER shall pay the VILLAGE within thirty (30) days upon receipt of the statement from the VILLAGE. If the DEVELOPER does not pay the statement within

the thirty (30) day period, The VILLAGE may direct that all professional service providers and staff cease work on the project of the DEVELOPER, until all statements due and owing are paid in full. In the event that the DEVELOPER does not make payment to the VILLAGE in adequate time, the amount of all statements due and owing will be deducted from the security deposit and work by the VILLAGE will cease until the developer has replenished the account to a minimum of \$5000.

SECTION FOUR. COOPERATION. The DEVELOPER shall fully cooperate with the VILLAGE, its officials and professional staff with respect to its project.

SECTION FIVE. REPRESENTATION OF VILLAGE ONLY. The DEVELOPER acknowledges that the VILLAGE's professional service providers and staff solely represents the VILLAGE and the VILLAGE's interest and do not represent the DEVELOPER

SECTION SIX. CONFLICT. If any of the terms and provisions of this Agreement conflict with any ordinance of the VILLAGE or agreement between the parties, the terms and provisions of this Agreement shall supersede and control any other terms and provisions.

SECTION SEVEN. 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 DEVELOPER, in addition to all other fees, costs and expenses shall pay the VILLAGE's attorney's fees, expert witness fees, costs and any other associated expenses. The venue for such suit shall be in the Circuit Court of Cook County, Illinois.

SECTION EIGHT. 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 to be determined unenforceable, such provision shall be determined severable and the Agreement may be enforced with such provision severed or as modified.

SECTION NINE. ENTIRE AGREEMENT. This Agreement embodies the entire agreement and understanding between 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 by the parties in writing.

SECTION TEN. OTHER FEE ORDINANCES. The DEVELOPER acknowledges that it has been advised that this Agreement is intended to secure the VILLAGE's recovery of professional fees, costs and expenses as hereinabove described, and under circumstances where such fees, costs and expenses may not otherwise have been recovered. Notwithstanding the foregoing or anything else herein to the contrary, nothing herein shall be understood to relieve the DEVELOPER of its responsibilities hereunder and under any applicable ordinances of the VILLAGE, including, but not limited to, any fees payable pursuant to Section XI: Comprehensive Fee Schedule of the Village Municipal Code of Ordinances, provided; however, that the VILLAGE shall take such action as it may deem appropriate to avoid invoicing for, or collecting, duplicate reimbursements of the same expenses or costs.

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Dated at Tinley Park, Cook and Will Counties, Illinois on the date written above.

VILLAGE OF TINLEY PARK,
ILLINOIS COOK AND WILL
COUNTIES, an Illinois Home Rule
Community.

(Corporate Seal)

By _____
Community Development Director

ATTEST:

By: _____
Village Clerk

DEVELOPER

(Corporate Seal)

By: _____
President