

Village of Lakewood
REIMBURSEMENT OF FEES AGREEMENT

Deposit Required: \$ _____

OWNER:

Name of Property Owner: _____

Owner's Address: _____
City State Zip

Telephone Number: _____ Days _____ Evenings _____

PETITIONER:

Name of Petitioner: _____

Petitioner's Address: _____
City State Zip

Telephone Number: _____ Days _____ Evenings _____

LOCATION OF PROPERTY:

General Location: _____

Total Acreage: _____ PIN: _____

A. Deposit: In the event it is necessary for the Village to obtain or furnish professional services, including, but not limited to, attorneys, engineers, planners, architects, surveyors, traffic or drainage experts, inspectors, plan examiners, or other consultants, in connection with any petitioner's request for the Village to consider or otherwise take action upon any annexation, zoning change, subdivision development, planned development (PUD), dedication, vacation or easements 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 a service fee for each billing by the Village to cover the Village's administrative expenses as determined by the Village Board from time to time. At the time the petitioner requests action from the Village, he will be required to deposit an amount with the Village as listed on Exhibit B of this Chapter 20 as an initial deposit to be credited against fees and costs incurred for the above described services. The petitioner and owner are liable for and shall be billed for services and consultation rendered prior to the filing of an application or petition for a development proceeding. *Amended, Ord. 2000-11, 2001-01*

B. Invoices: The Village shall send a petitioner regular invoices for the fees and costs incurred thus far, and the petitioner shall reimburse the Village within 30 days of said invoice. At all times the petitioner shall maintain a balance equal to its deposit with the Village.

C. Withdrawals and Denials of Petitions: A petitioner who withdraws a petition may apply in writing to the Village for a refund of his initial deposit. The Village Board, may, in its discretion, approve the refund less any actual fees and costs which the Village has already incurred relative to the petition. In the event the Village Board denies approval of any or all portions of a petition, a petitioner shall remain liable for all fees and costs which the Village has incurred relative to the petition, and no refund of a deposit or deposit balance shall occur until such fees and costs have been paid. *Amended, Ord. 2000-11*

D. Professional Fees: Any professional fees incurred as a direct or indirect result of the petitioner, owner or their agent requesting a professional opinion or otherwise requesting relief or assistance from the Village, whether or not related to real property, shall be reimbursed in accordance with this Chapter 20 if, in the sole discretion of the Village, a professional opinion is desired or necessary.

E. Default: Upon the failure of the owner or petitioner to reimburse the Village in accordance with this Section 20.02, no action on any request made by the owner or petitioner will be undertaken by the Village Board 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. Upon any failure to reimburse the Village in accordance with this Section 20.02, 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 1 ½ percent per month shall accrue on all sums outstanding for 30 days or more. Such lien shall be in an amount equal to the outstanding amount owed to the Village. *Amended, Ord. 2001-01*

F. Assigning Authority: The President and Board of Trustees and the designated Village staff members are hereby authorized to assign requests for professional services to the Village staff or to consultants as the Village Board deems appropriate.

G. In House Staff: When any professional services contemplated by this Chapter 20 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 \$30.00 per hour.

H. Remedies: 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.

I. Refund: Any surplus funds in the account of the petitioner or owner after all costs are paid shall be returned after approval by the Village Manager or Village Attorney, upon written request by the petitioner or owner.

J. Professional Fees Incurred for Individual Residential Property: In the event it is necessary for the Village to obtain professional services (such as those listed in Section 20.02-A herein) in connection with any work proposed for or done on an individual resident's property, including but not limited to drainage, provision of utilities or other public services,

landscaping or structural issues, the owner of the property shall be liable for the payment of such professional fees plus a service fee for each billing by the Village to cover the Village's administrative expenses as determined by the Village Board from time to time. Said professional fees shall include but are not limited to the costs of any consultation, review of drawings, field inspections and travel expenses. The provisions of Section 20.02-G of this Code also apply. *Ord. 2000-3, Amended, 2001-01*

K. Higher Deposit: Notwithstanding any of the provisions in this Section 20.02, the Village, through its President, Board of Trustees or Manager, may require a higher deposit and a Reimbursement of Fees Agreement containing additional requirements of the petitioner for development proceedings or reviews after taking into account the following factors: i) scope of the development; ii) the acreage of the development; and iii) the anticipated expense of professional consultants including, but not limited to, engineers, land planners and attorneys, reasonably necessary to review the proposed development request. In addition, the Village, through its President, Board of Trustees, Manager, or attorneys, may negotiate other items relative to the review or development proceeding including, but not limited to, the use of specific consultants and/or attorneys, rates and budgets. *Ord. 1999-44, Amended, Ord. 2001-01*

By signing this Agreement the petitioner and/or owner acknowledge that each of them has read the foregoing paragraphs and each of them fully understands 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/or 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 Lakewood, and as referred to herein above.

Village of Lakewood

Petitioner

By: _____
Village Representative

Owner

Date

I:\WPforms\Reimbursement Agreement

Revised 8/22/03