

ORDINANCE NO. 12142021-3

**AN ORDINANCE REPEALING ORDINANCE 03.13.2007 AND CREATING ORDINANCE NO. 12142021-3
RELATING TO CHARGE BACK OF ENGINEERING, LEGAL AND OTHER FEES TO APPLICANTS AND
OR PROPERTY OWNERS**

THE TOWN BOARD OF THE TOWN OF WALWORTH, WALWORTH COUNTY, WISCONSIN, DOES
ORDAIN AS FOLLOWS:

SECTION 1: Ordinance 03.13.2007 is repealed.

SECTION 2: Ordinance No. 12142021-3 is created to read as follows:

3.15 CHARGE BACK OF ENGINEERING, LEGAL AND OTHER FEES TO PROPERTY OWNERS.

- (1) FEES OF TOWN PROFESSIONALS CHARGED BACK. Whenever either the Town Board, Town Clerk or other Town official has authorized an individual and/or a property owner in the Town to contact or consult with the Town Attorney, Engineer, or whenever the Town Board, Town Clerk or other Town official, in the performance of their official duties and responsibilities, contacts or consults with the Town Attorney, Engineer, or any other of Town's Professional Staff, then the costs, fees and expenses associated with that contact or consultation shall be charged to the individual and/or property owner requesting or receiving the benefit of that contact or consultation, provided that the costs, fees and expenses do not result from a service provided to the residents of the Town as a whole.
- (2) SIGNED REIMBURSEMENT NOTICE. Any individual and/or property owner who is subject to charges for fees or other professional services as provided in this section, shall be required to sign a written notice acknowledging the obligation to reimburse the Town for professional fees and charges as provided herein. The failure of the applicant and/or property owner to sign the reimbursement notice shall not relieve the individual or property owner of their responsibility for reimbursement to the Town for professional fees and expenses incurred as provided in this section.
- (3) PAYMENT AND OBJECTIONS. The Town Clerk shall invoice each individual and/or property owner for professional charges as provided for herein, and the individual and/or property owner shall be responsible for payment of the invoice within thirty (30) days of the date of the invoice, or, in the event of an appeal as provided in this section, within thirty (30) days of the date of the Board's decision resolving the appeal.

Any property owner receiving an invoice as provided in this section, may, during the thirty (30) day period of time provided for payment, file with the Town Clerk a written notice objecting to all or a portion of the invoice. Any written objection shall be submitted to the Town Clerk, who shall attempt to resolve the objection with the individual and/or property owner. If the objection cannot be resolved within a reasonable period of time, the Town Clerk shall notify the Town Board and a hearing shall be scheduled as provided in subsection (6), below.

If a hearing is conducted as provided in subsection (6) below, the determination of the Town Board as to the objection shall be final. The individual and/or property owner may, within thirty (30) days following issuance of the written decision, seek a judicial review of that decision. If a judicial review is not initiated within the thirty (30) day period of time allowed in this section, all further judicial reviews shall be barred. It is a condition to the maintenance of an appeal seeking a judicial review that any invoice issued under this section shall be paid when the invoice

becomes due. If there is a default in the making of any payment, the appeal seeking judicial review shall be dismissed.

- (4) **INTEREST ON SPECIAL ASSESSMENTS OR SPECIAL CHARGES.** In order to recover the entire cost of any work or improvement to be paid pursuant to this section the Town shall charge interest at the rate of 1.5% per month for any amounts not paid within thirty (30) days of the date that the Town Clerk invoices the individual and/or property owner.
- (5) **APPEAL TO TOWN BOARD.** Upon receipt of an objection to any invoice issued to an individual or property owner for professional charges as provided in this section, and upon notice to the Town Board that the objection has not been resolved administratively, the Town Board shall hold a hearing regarding the objection at its next scheduled meeting or as soon as possible thereafter.

The property owner shall receive notice of the hearing, and shall be afforded an opportunity to appear in person, and/or by counsel. The Town Board shall, after conducting a hearing on the objection, act on the objection. Written notice of the Town Board's decision as to the objection shall be provided to the property owner.

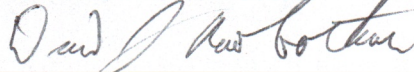
- (7) **PLACEMENT ON TAX ROLL.** In the event payment of any invoice which is due, remains unpaid as of October 30 of each year, the amount of the invoice together with any accrued interest thereon shall be placed by the Town Clerk on the tax roll of the benefitted property, as a charge for current services provided the property owner in accordance with the provisions of Wis. Stat. §66.0627.

SECTION 3: All ordinances or parts of this ordinance conflicting or contravening the provisions of this ordinance are hereby repealed.

SECTION 4: This Ordinance shall become effective upon passage and publication as required by law.

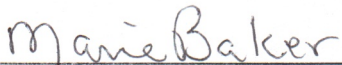
Dated this 14th day of December, 2021.

TOWN OF WALWORTH



David J. Rowbotham, Chairman

ATTEST:



Marie Baker, Clerk-Treasurer

Date Adopted: 12/14/21
Date Published: 12/24/21
Effective Date: 12/25/21



PROFESSIONAL SERVICES REIMBURSEMENT AGREEMENT

Pursuant to Town of Walworth, Walworth County, WI Ordinance No. 12142021-3, the undersigned agrees to reimburse the Town of Walworth for costs, expenses and fees charged the Town of Walworth by the Town Attorney, Town Plan Commission Attorney, Town Engineer, or other professional consultants retained by the Town, and which services relate to the following:

PROJECT NAME: _____

PROJECT ADDRESS: _____

SEND ALL INVOICES TO: _____
(NAME & ADDRESS)

TAX KEY NO.: _____

I represent and warrant to the Town that I am authorized to execute this Agreement on behalf of the Applicant and/or Property Owner, and in those cases where the Applicant and/or Property Owner is a corporation, limited liability company, partnership or other business entity (herein collectively "Business Entity"), I represent and warrant that the Business Entity is authorized to do business in the State of Wisconsin, is a Business Entity in good standing, and that I have been authorized to execute and bind the Business Entity to the terms and conditions of this Agreement.

RESPONSIBLE PARTIES OR PARTY

APPLICANT NAME, MAILING ADDRESS, SIGNATURE & DATE:

Printed Name	Signature (<i>Required</i>)	Date
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Mailing Address	Town	State	Zip
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Phone	Fax	E-mail
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PROPERTY OWNER NAME, MAILING ADDRESS, SIGNATURE & DATE (If different than that of the Applicant):

Printed Name	Signature (<i>Required</i>)	Date
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Mailing Address	Town	State	Zip
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Phone	Fax	E-mail
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