

EXHIBIT A

VILLAGE OF OAKWOOD HILLS
REIMBURSEMENT OF FEES AGREEMENT

OWNER:

Name of Property Owner _____

Owners Address _____

Telephone Number _____ Days _____ Evenings _____

PETITIONER:

Name of Petitioner _____

Petitioner's Address _____

Telephone Number _____ Days _____ Evenings _____

LOCATION OF PROPERTY

General Location _____

Legal Description (attach as Exhibit A)

1. **Deposit.** In the event that it is necessary for the Village to obtain professional services, including but not limited to, attorneys, engineers, planners, architects, surveyors, traffic or drainage experts, 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, PUD or other improvement or development upon real property then the Petitioner and/or Owner of the property shall be jointly and severally liable for the payment of such professional fees. At the time the Petitioner requests action from the Village they will be required to deposit a sum equal to the "initial escrow" formula described in Chapter 17 Retained Personnel & Miscellaneous Fees of the Village of Oakwood Hills Municipal Code as an initial deposit to be credited against fees and costs incurred for the above described services.

2. **Invoices.** The Village shall send the Petitioner regular invoices for the fees and costs and the Petitioner shall reimburse the Village within 30 days of said invoice. At all times the Petitioner shall maintain a balance not less than the initial escrow with the Village.

3. **Exceptions.** For good cause shown by the Petitioner, the Village, in its discretion, may reduce the amount of the initial escrow from the amount as determined by the formula contained in Chapter 17 of the Village of Oakwood Hills Municipal Code.

4. Withdrawal of Petitioner. A Petitioner who withdraws a petition for annexation into the Village may apply in writing to the Village Clerk for a refund of their initial deposit. The Board of Trustees may, in its discretion, approve the refund application less any actual fees and costs that the Village has already incurred relative to the petition for annexation.

5. 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 Ordinance if, in the discretion of the Village, a professional opinion is desired.

6. Default. Upon the failure of the Owner and/or Petitioner to reimburse the Village in accordance with this subsection no action on any request made by the Owner and/or Petitioner will be undertaken by the Board of Trustees, or by any other official, quasi-official or deliberative individual or body there under; 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 the Ordinance 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 1/2 % 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.

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

8. In-House Staff. When any professional services contemplated by the Ordinance 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 \$100.00 per hour.

9. 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 and all parties in a court of law of competent jurisdiction.

10. Agreement. At the time the Petitioner requests action from the Village, they will be required to enter into an agreement, which is Exhibit A of this Ordinance, with the Village.

11. Refund. The Village shall return any surplus funds in the account of the Petitioner and/or Owner 30 days after agreement on completion of need by the Village Attorney and Village Engineer, upon written request by the Petitioner and/or Owner.

Chapter 17-Retained Personnel

By signing this Agreement the Petitioner and/or Owner acknowledges that each of them have 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 they possess full authority to 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 Ordinance of the Village of Oakwood Hills, and as referred to hereinabove.

VILLAGE OF OAKWOOD HILLS

Petitioner

By: _____
President

Owner

ATTEST:

Village Clerk

Date: _____