

Town Board

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Terry Enge
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Mark A. Trotter
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Thomas G. Wilson
Attorney/Administrator/Clerk-Treasurer

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Memorandum

IMPORTANT INFORMATION ON REVIEW FEES PLEASED READ CAREFULLY

DATE: January 8, 2019
RE: Various Fees That You Will Incur in the Road Vacation Review Process

The Town requires that all time spent by Town staff reviewing a Road Vacation be charged to and paid by the petitioner. This is charged as administrative, legal, or fiscal costs associated with a Road Vacation or any other action related to the Road Vacation. This is in addition to any fees the Town would pay for outside consultants (such as engineers, attorneys, planners), for which you are required to reimburse the Town as well. Fees for administrative staff are currently as follows:

Thomas Wilson, Town Attorney/Administrator/Clerk-Treasurer	\$200/hr
Robert Anderson, Utility, Finance & IS Manager	\$75/hr
All Other Town Staff	\$60/hr

ANY OUTSTANDING FEES MUST BE PAID PRIOR TO BUILDING PERMIT ISSUANCE, OR OCCUPANCY PERMIT ISSUANCE.

The administrative staff of the Town want there to be no misunderstandings about these fees. This system is now typical by governments for fee payment, and requires the users of Road Vacation and related activities to pay for administrative and professional time incurred for their benefit.

If you have questions, do not hesitate to ask.

ROAD VACATION AGREEMENT
IN THE TOWN OF WESTPORT, DANE COUNTY, WISCONSIN

THIS AGREEMENT is entered into between the Town of Westport ("Town"), a Wisconsin municipal corporation, and _____, ("Petitioner").

WHEREAS, the Petitioner wishes to file a Road Vacation described at Exhibit A attached hereto and incorporated herein by reference located within the Town and to obtain Town approval of this Road Vacation in accordance with applicable State laws and Town ordinances; and

WHEREAS, the Town agrees to review the proposed Road Vacation of the Petitioner in accordance with law and desires to have such review made without unreasonable expense to Town taxpayers; and

WHEREAS, other actions may become necessary after the Road Vacation review to allow the requested Road Vacation of the property.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for good and valuable consideration, pursuant to the Town's ordinances, the parties agree as follows:

The Petitioner agrees to pay all administrative costs incurred by the Town for processing, study and review of the Road Vacation and/or other activities related to and made necessary by the proposed development of the property. Such costs include, without limitation because of enumeration, legal service costs, engineering fees and general administration costs incurred by the Town in connection with this review and related actions.

Said costs shall be payable to the Town within ten (10) days of invoice by the Town Clerk of the amount thereof. Interest at the rate of one and one-half percent (1-1/2%) per month shall be charged on invoices not paid within thirty (30) days of invoice.

IN WITNESS THEREOF, the parties have executed this Agreement on the ____ day of _____, 20____.

TOWN OF WESTPORT

By: _____
Town Clerk

Petitioner

Witnessed By:
