

**PRE-DEVELOPMENT REIMBURSEMENT AGREEMENT FOR PROPOSED  
DEVELOPMENT \_\_\_\_\_ LOCATED AT \_\_\_\_\_<sup>1</sup>**

THIS AGREEMENT is entered into between the **VILLAGE OF YORKVILLE**, a municipal corporation located in Racine County, Wisconsin (“the Village”) \_\_\_\_\_, (“Owner”), and \_\_\_\_\_, a Wisconsin \_\_\_\_\_, (“Developer”) with regard to a proposed development in the Village of Yorkville:

**RECITALS**

1. The Developer has submitted an application to develop the property to be located at \_\_\_\_\_, Parcel I.D. No: \_\_\_\_\_ and legally described as set forth on **Exhibit A** (the “Development”) and to request Village approval of this Development in accordance with applicable State laws, and Village Ordinances.

2. The Village agrees to review applications, and conceptual, preliminary and final plans associated with the Development, and review, revise and/or draft any agreements, deed restrictions, easements or other documents associated with the Development if the same can be done without unreasonable expense to the Village’s taxpayers.

**NOW, THEREFORE**, in consideration of the following covenants, the parties agree as follows:

**PART A**

**REIMBURSEMENT OF ENGINEERING, PLANNING, LEGAL  
AND ADMINISTRATIVE COSTS**

1. The Developer, agrees to be liable for and shall pay to and reimburse the Village for any and all costs for engineering, inspection, planning, legal and administrative fees and expenses incurred by the Village with respect to:

(1) processing, reviewing, revising, and acting on any applications, submittals, conceptual, preliminary or final Development plans, including but not limited to, consultation reasonably required to address issues and problems encountered during the application and review process for the Development;

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<sup>1</sup> This reimbursement agreement is required for development submittals including but not limited to applications under Sections 28-51, 28-223, and 55-1 (adopting Racine County Code Chapter 20) of the Village's Code of Ordinance, Board Resolutions No. 2018-29 and Board Resolution No. 2019-XX) for minor land divisions via certified survey map, major land division, subdivisions, site plans, rezoning requests, conditional use applications, shoreland conditional use applications, planned unit developments, street vacations, and comprehensive land use plan map and text amendment applications.

(2) processing, reviewing, revising, drafting and acting on any agreements, easements, deed restrictions or other documents associated with the proposed Development; and

(3) construction, installation, inspection and approval of all improvements provided for in the Development, including, but not limited to, consultation reasonably required to address problems encountered during the course of the design and construction of the Development.

Such costs shall include the costs of the Village's own engineers and inspectors (if any), and outside services for attorneys, planners, agents, ecologists, sub-contractors, consulting engineers and the Village's own employees. The cost for Village employees' time shall be based upon the classification of the employee and the rates established by the Village Board, from time-to-time, for each such classification. Such costs shall also include, but not be limited to, those for attendance at telephone conferences and meetings. The cost for outside services shall be the direct cost incurred by the Village.

2. The Developer understands that the planning, legal, engineering, and/or other consultants retained by the Village are acting exclusively on behalf of the Village and not the Developer.

## **PART B**

### **GUARANTEE OF PAYMENT**

1. The Developer shall deposit with the Village Treasurer the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_.00) in the form of a check. The Village shall deposit and apply such funds toward payment of the above costs relating to the Development.

2. If at any time said deposit becomes insufficient to pay expenses incurred by the Village for the above costs, the Developer shall deposit required additional amounts within fifteen (15) days of written demand by the Village Clerk. Until the required funds are received, no additional work or review will be performed by the Village as to the development plan under consideration. The Village may also reject any pending application and plans for non-payment of the above costs. All unpaid costs shall be paid prior to issuance of any permits.

3. If the Developer fails to replenish the required deposits or to reimburse the Village for costs the Village has incurred, the Owner hereby consents to the Village's imposing a special charge upon the real property comprising the Development for any amounts due to the Village under this predevelopment agreement plus any costs the Village has incurred in attempting to collect the amounts due. This special charge shall become a lien upon the property. Developer and Owner hereby waive any rights it may have to any notices or hearings with respect to the special charge imposed under Wis. Stat. Sec. 66.0627.

**PART C**

**TERMINATION OF GUARANTEE**

Within 60 days after occupancy permit issuance, or upon written notice of abandonment of the application or conceptual plan, prior to final approval, (including abandonment or denial due to rejection by any reviewing agency), the Village shall furnish the Developer with a statement of all such costs incurred by it with respect to such application or conceptual plan. In the case of any abandonment or denial, any excess funds shall be remitted to Developer, and, subject to the terms hereof, any costs in excess of such deposit shall be paid by the Developer. In the case of an approval, and if the development requires a written development agreement with the Village as to public infrastructure construction or any other public financial considerations, such deposit shall carry forward under the terms of the development agreement entered into between the parties. Any interest earned on said deposit shall remain the property of the Village to partially offset administrative expenses associated with planning and development.

**PART D**

**GOVERNING LAW AND VENUE; RECORDING**

This Agreement shall be construed under the laws of the State of Wisconsin and venue shall be in Racine County, Wisconsin. This Agreement shall be an encumbrance upon, and run with, the land and may be recorded with the Racine County Register of Deeds by any party to give notice of its obligations.

**IN WITNESS WHEREOF**, the parties have executed this Pre-development Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019.



**DEVELOPER:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

Attest: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

STATE OF WISCONSIN    )  
  ) SS:  
COUNTY OF \_\_\_\_\_)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the above-named \_\_\_\_\_, the \_\_\_\_\_, of \_\_\_\_\_. to me to me known to be the person(s) who executed the foregoing instrument on behalf of the said Developer and acknowledged the same.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Wisconsin

My Commission expires: \_\_\_\_\_

**VILLAGE:**

**VILLAGE OF YORKVILLE**

By: \_\_\_\_\_  
Douglas Nelson  
Village President

Attest: \_\_\_\_\_  
Michael McKinney  
Village Clerk

STATE OF WISCONSIN    )  
  ) SS:  
COUNTY OF RACINE    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2019 the above-named Douglas Nelson and Michael McKinney, President and Clerk, respectively, of the Village of Yorkville, to me known to be the persons who executed the foregoing instrument on behalf of the said Village and acknowledged the same.

\_\_\_\_\_  
Notary Public, Racine County, WI  
My Commission expires : \_\_\_\_\_