

RESOLUTION NO. 2020-04

VILLAGE OF YORKVILLE
RACINE COUNTY, WISCONSIN

A RESOLUTION APPROVING A PREDEVELOPMENT REIMBURSEMENT AGREEMENT
WITH GRANDVIEW HW III, LLC FOR PROPERTY LOCATED IN GRANDVIEW BUSINESS
PARK

THE VILLAGE BOARD OF THE VILLAGE OF YORKVILLE, RACINE COUNTY,
WISCONSIN, RESOLVES AS FOLLOWS:

RECITALS

WHEREAS, any person wishing to develop land within the Village is required to enter into a Predevelopment Reimbursement Agreement with the Village for reimbursement of costs for engineering, planning, legal and administrative expenses, including those costs for outside consultants that are incurred by the Village in reviewing applications;

WHEREAS, Grandview HW III, LLC has requested some modifications to the standard form Predevelopment Reimbursement Agreement as set forth in the attached **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED that the Village Board approves of the Predevelopment Reimbursement Agreement with Grandview HW III, LLC that is attached hereto as **Exhibit A** and further authorizes the Village President and Village Administrator-Clerk to execute the agreement.

This Resolution was adopted by the Yorkville Village Board on February 10, 2020.

Ayes: 5

Nays: 0

Abstentions: 0

Absences: 0

VILLAGE OF YORKVILLE

By: 
Douglas Nelson, President

Attest: 
Michael McKinney, Administrator/Clerk

EXHIBIT A

PRE-DEVELOPMENT REIMBURSEMENT AGREEMENT FOR PROPOSED DEVELOPMENT WITH GRANDVIEW HW III, LLC LOCATED AT GRANDVIEW BUSINESS PARK, YORKVILLE, WI¹

THIS AGREEMENT is entered into by and between the **VILLAGE OF YORKVILLE**, a municipal corporation located in Racine County, Wisconsin (“the Village”) and **GRANDVIEW HW III, LLC**, a Delaware limited liability company registered to do business in Wisconsin, (“Owner”), with regard to a proposed development in the Village of Yorkville (the "Agreement"):

RECITALS

1. The Owner is the owner of the parcels of property (directly owned or through a wholly owned subsidiary) containing the Development as defined below. Owner has submitted development concepts and intends to submit an application to develop the property located at **Grandview Parkway**, Parcel I.D. Nos: 194032124001300, 194032124001030, 194032113029017 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 Owner, 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 reasonably incurred by the Village with respect to:

¹ 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.

(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;

(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. The reimbursement of costs shall be retroactive to costs incurred by the Village retroactive to January 28, 2020, the day of submittal of the concept by Owner.

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 Owner 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 Owner.

3. Notwithstanding the foregoing, the costs described in Section 1 of this Part A and required to be reimbursed or otherwise paid by the Owner (the "Costs") shall not exceed \$20,000 (the "Original Cap") unless expressly approved in writing by the Owner (and such increased Cap as then so approved, the "Current Cap"). Approvals hereunder shall not be unreasonably withheld by Owner. Upon the request of Owner, the Village shall promptly provide Owner with the amount of Costs incurred to date and any amounts then owed by the Owner, subject to the Cap or the Current Cap, as applicable. The amount of Costs required to be provided by the Village upon request by Owner shall not include amounts not yet billed to the Village for outside services such as for attorneys, planners, agents, ecologists, sub-contractors, and consulting engineers. The Village agrees to work cooperatively with the Owner and to use reasonable efforts to keep the costs below the Cap or the Current Cap, as applicable.

PART B

GUARANTEE OF PAYMENT

1. The Owner shall deposit with the Village Treasurer the sum of Two Thousand Five Hundred Dollars (\$2,500.00) in the form of a check. The Village shall deposit and apply

such funds toward payment of the above Costs relating to the Development in accordance with this Agreement.

2. If at any time said deposit becomes insufficient to pay Costs incurred by the Village in accordance with this Agreement, the Owner shall deposit required additional amounts within fifteen (15) days of written demand by the Village Clerk setting forth the amount requested and including an itemization, together with reasonable evidence, of the Costs incurred and/or paid to date by the Village (except for costs for outside services not yet billed to Village) (“Itemized Costs”) and those Costs owed but not paid by the Owner (except for costs for outside services not yet billed to Village) (“Unpaid Itemized Costs”) and anticipated Costs, if known by Village. Until the required funds necessary to pay any Itemized Costs and Unpaid Itemized Costs not yet paid by the Owner are received as well as sufficient funds to replenish the deposit to a balance of Two Thousand Five Hundred Dollars (\$2,500.00), no additional work or review will be performed by the Village as to the development plan under consideration and the Village may reject any pending application and plans for non-payment of the above Costs, in each case if the Owner has failed to pay the same within such fifteen (15) day period. All Costs shall be paid prior to issuance of any permits.

3. If the Owner fails to replenish the required deposits or to reimburse the Village for costs the Village has incurred within any applicable notice/cure periods, 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 Agreement plus any costs the Village has incurred in attempting to collect the amounts due, after thirty (30) days prior written notice to Owner and at Owner’s request, to any mortgage lenders provided Owner provides the Village with the applicable contact information. This special charge shall become a lien upon the Development property. Owner hereby waives 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 Owner with final statements of all Costs remaining unpaid by Owner under this Agreement. In the case of any issuance, abandonment or denial, any excess funds shall be remitted to Owner, and, subject to the terms hereof, any Costs in excess of such deposit shall be paid by the Owner within thirty (30) days after receipt of the final statements. 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 Agreement as of the _____ day of _____, 2020.

OWNER:

GRANDVIEW HW III, LLC

By: _____

Name: Larry Blair, Authorized Signatory

Title: _____

Attest: _____

Name: _____

(Print)

STATE OF TEXAS)
) SS:
COUNTY OF _____)

Personally came before me this _____ day of _____, 2020, 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 Owner and acknowledged the same.

Notary Public, _____ County, Wisconsin

My Commission expires: _____

VILLAGE:

VILLAGE OF YORKVILLE

By: _____
Douglas Nelson
Village President

Attest: _____
Michael McKinney
Village Administrator/Clerk

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this ____ day of _____, 2020 the above-named Douglas Nelson and Michael McKinney, President and Administrator/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 : _____

This instrument drafted by:
Pruitt, Ekes & Geary, S.C.
731317.001 (2-7-20)