

RESOLUTION NO. 2026-12

**VILLAGE OF YORKVILLE
COUNTY OF RACINE, STATE OF WISCONSIN**

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT, VILLAGE ADMINISTRATOR, AND/OR VILLAGE CLERK TO APPROVE AND EXECUTE PRE-APPLICATION REIMBURSEMENT AGREEMENTS FOR PROPOSED DEVELOPMENTS WITHIN THE VILLAGE OF YORKVILLE

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

WHEREAS, any person wishing to develop or divide land or change the use of land within the Village is required to enter into a Pre-Application Reimbursement Agreement with the Village pursuant to Sections 28-51, 28-223, 46-106, and 55-1 (adopting Racine County Code Chapter 20) of the Code of Ordinances for the Village of Yorkville and Village Board Resolutions No. 2018-29, No. 2019-09, and No. 2025-55 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; and

WHEREAS, the Village is experiencing an increase in land development and changes in land use which will include multiple, pre-application reimbursement agreements for such land developments or land uses; and

WHEREAS, the Pre-Application Reimbursement Agreement is prepared in a standard form in accordance with the Village's Code of Ordinances, in the form attached hereto as Exhibit A, and it has been recommended to make the approval and execution of such agreements a responsibility of the Village President, Village Administrator, and/or Village Clerk.

NOW, THEREFORE, BE IT RESOLVED, that the Village Board authorizes the Village President, Village Administrator, and/or Village Clerk to approve and execute, on the Village's behalf, any Pre-Application Reimbursement Agreements with any person that may be required under the Village's Code of Ordinances, when the agreement is substantially in the standard form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that such authorization shall be effective as of the date of the adoption of this Resolution and shall last until modified or rescinded by subsequent resolution of the Village Board.

This Resolution was adopted by the Village Board of the Village of Yorkville, County of Racine, State of Wisconsin, this 9th day of March, 2026.

VILLAGE OF YORKVILLE

Ayes: 3

By: /s/ Douglas Nelson
Douglas Nelson, President

Nays: 0

Attest: /s/ Janine Carls
Janine Carls, Clerk

Abstentions: 0

Absences: 2

EXHIBIT A

**PRE-APPLICATION REIMBURSEMENT AGREEMENT FOR A
_____ REQUEST LOCATED AT**

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THIS AGREEMENT is entered into between the **VILLAGE OF YORKVILLE**, a municipal corporation located in Racine County, State of Wisconsin (“the Village”) _____, (“Owner”), and _____, (“Applicant”) with regard to a request for a proposed activity or land use located in the Village of Yorkville:

R E C I T A L S

1. The Applicant has submitted an application for the property located at _____, Parcel I.D. No: _____ (the “Request”) and is requesting Village approval of this Request 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 Request, and review, revise and/or draft any agreements, deed restrictions, easements or other documents associated with the Request 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 Applicant 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 This reimbursement agreement is required for submittals including but not limited to applications under Sections 28-51, 28-223, 46-106, and 55-1 (adopting Racine County Code Chapter 20) of the Village's Code of Ordinance and Village Board Resolutions No. 2018-29, No. 2019-09, and No. 2025-55 for minor land divisions via certified survey map, major land divisions, 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 Request plans, including but not limited to, consultation reasonably required to address issues and problems encountered during the application and review process for the Request;

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

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

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 Applicant 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 Applicant.

PART B

GUARANTEE OF PAYMENT

1. The Applicant shall deposit with the Village Treasurer the sum of _____ dollars (\$ _____ .00) in the form of a check or cash payment. The Village shall deposit and apply such funds toward payment of the above costs relating to the Request.

2. If at any time said deposit becomes insufficient to pay expenses incurred by the Village for the above costs, the Applicant 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 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 Applicant 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 Request for any amounts due to the Village under this 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. Applicant 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 Applicant 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 Applicant, and, subject to the terms hereof, any costs in excess of such deposit shall be paid by the Applicant. In the case of an approval, and if the Request 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-Application Agreement as of the _____ day of _____, 20____.

VILLAGE: VILLAGE OF YORKVILLE

By: _____

Attest: _____

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this _____ day of _____, 20____ the above-named _____ and _____, _____ and _____, 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, Wisconsin

My Commission expires: _____