



VILLAGE OF PLEASANT PRAIRIE
COMMUNITY DEVELOPMENT DEPARTMENT
PREDEVELOPMENT AGREEMENT

Date: \_\_\_\_\_, 20\_\_

I (We) the undersigned Property Owner(s) and Agent/Developer (if applicable) have submitted an application and required application fee\* for the following (Check all that apply):

Table with 2 columns and 6 rows of checkboxes for application types: Comprehensive Plan Amendment, Certified Survey Map, Conceptual Plan, Preliminary Plat, Final Plat, Variance, Site and Operational Plan Review, Zoning Map/Text Amendment Applications, Residential Development Plan Review, Conditional Use Permit Application, Floodplain Boundary Adjustment or Floodplain Map Correction Application, Other.

\*Note if the project involves multiple applications, then the required application fees shall be paid at the time that the complete application is submitted.

For the property located at: \_\_\_\_\_ and further identified as Tax Parcel Number(s): \_\_\_\_\_ in the Village of Pleasant Prairie.

I (We) hereby understand that in addition to the required application fee, the undersigned Property Owner's/Agent/Developer shall be personally responsible and shall pay the actual Village staff time and resources to complete the review and processing of the aforementioned application(s) based on the following billable rates:

Billing Rates\*\*

- Community Development Director: \$140 per hour or fraction thereof
Assistant Zoning Administrator/Assistant Planner: \$110 per hour or fraction thereof
Deputy Zoning Administrator /Deputy Planner: \$65 per hour or fraction thereof
Administrative Coordinator/Planner I: \$50 per hour or fraction thereof
Village Engineer: \$145 per hour or fraction thereof
Assistant Engineer: \$125 per hour or fraction thereof
Public Works Director/Engineer: \$145 per hour or fraction thereof
Village Construction Manager: \$125 per hour or fraction thereof
Inspectors (Public Works): \$100 per hour or fraction thereof
Technical Services Manager (DSIS): \$80 per hour or fraction thereof
GIS Database Administrator: \$70 per hour or fraction thereof
GIS Specialist: \$35 per hour or fraction thereof
All other related Village costs, such as e-code amendments and the mailing and publishing of public notices and ordinances shall be based on actual billed costs.

\*\* Billing rates are subject to change by adoption of a Village Board Resolution and invoices will be sent at the billing rate in effect at the time billable services are provided.

I (We) further understand that the Village will charge for the actual staff time and costs spent for processing and reviewing the plans, specifications, drawings and other documents submitted with respect to the proposed application(s), specific plans, plats, and maps for the development or project; for preparing memorandums and letters; for preparing, mailing, faxing, emailing and publishing meeting notices and agendas; for meetings, telephone calls and emails with the applicant, agents, developers, property owners, officials, neighbors; and for inspecting the site/building/project. Billable time includes preparing reports and documents for the Village Plan Commission, Village Park Commission, Village Board of Appeals, and Village Board; and any other Village staff time expended to review or analyze the applications, specific plans, plats, maps or development plans. Other charges included in the billable hours and costs are associated with:

- preparing and publishing Village municipal code text and map amendments for the referenced application(s) from the Village’s consultant. (Note: invoices from the Village’s General E-Code consultant are typically sent semi-annually, which often results in a time delay in sending final invoices from the Village to the owner/applicant);
- the Village staff seeking expert advice in meetings and reviewing and preparing correspondence regarding the specific plans, plats, maps, development plans or project, such as, but not limited to the Village’s Attorney, Environmental Consultant, or Architectural Consultant expertise; and
- requests from the agent/developer/property owners in gathering additional information; preparing GIS mapping; reviewing materials; preparing meeting documents, letters, emails and other correspondence; and researching information for existing or speculative development proposals to assure that the proposed applications, specific plans, plats, maps, development plans, DSIS plans, reviews and inspections or project details are in compliance with the applicable Village, county, state or federal ordinances, rules and regulations and any approved plans or specifications.

**I (We) request that all invoices be sent to:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**I (We) further understand** the Village shall mail invoices on a monthly basis to the above named person or agent or corporation at the above address, and further understand that all invoices shall be paid within 30 days; and

**I (We) further understand and agree** that all invoices not paid within 30 days shall bear a penalty of 1.5% per month on the unpaid invoice balance and an additional 10% shall be penalty is added if the outstanding invoice, interest & penalty is placed on the tax roll (a lien against the property). The right of the Village to assess a lien against the property shall be one of the remedies available to the Village, but shall not be the exclusive remedy. The Village may also sue for a money judgment for any invoices, which are past due. Furthermore, if an invoice becomes past due for more than 30 days, the Village may elect to terminate all staff review and to terminate the Village approval process on the application until all delinquent invoices are fully paid; and

**I (We) further understand and agree** upon an invoice becoming past due for more than 30 days, the Village may elect to terminate all staff review and to terminate the Village approval process on the project until all delinquent invoices are fully paid; and

**I (We) further understand and agree** that the Village will continue to invoice the divider/developer or property owner(s) until final consideration and inspections are made regarding said application(s) and all related activities related to the application have been completed, preconstruction meetings have been held and inspections have been completed or said application is withdrawn in writing by the applicant/property owner. All invoices and all Village staff time and resources spent prior to the date of the written request to terminate the application shall be paid by the divider/developer, applicant or property owner; and

**I (We) further understand and agree** to pay all additional fees which may be incurred by the Village for necessary reviews of the application from other Village Departments, Village Attorneys and/or other special expert consultations or reviews conducted by or on behalf of the Village in connection with the review of the application, meeting with the property owner and developer/agent of a project of other attorney and/or other special expert consultations or review service as the Village Zoning Administrator, Plan Commission, Zoning Board of Appeals or the Village Board, in their sole discretion, may deem necessary to assure that the proposed application is in compliance with all Village Ordinance and the approved plans and specifications.

The legal description of the property is as follows: \_\_\_\_\_

**That in addition to all other remedies, this agreement shall be construed as a covenant running with the lands embraced herein and shall be binding upon these signatories, their heirs, executors, administrators and assigns.**

**I (WE) FURTHER**, certify that the undersigned constitute all of the **record owners of the lands** of the aforementioned parcel(s).

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

Property Owner: \_\_\_\_\_  
(signature)

Property Owner: \_\_\_\_\_  
(signature)

Property Owner: \_\_\_\_\_  
(print name)

Property Owner: \_\_\_\_\_  
(print name)

Mailing Address: \_\_\_\_\_  
(Street Address, P.O. Box #, City, State and Zip Code)

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**Please note that the Village may require proof of property ownership.**

**STATE OF \_\_\_\_\_)**

**COUNTY OF \_\_\_\_\_)**

This instrument was signed before me in \_\_\_\_\_-, \_\_\_\_ (City/Village and State) on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (Name of signatory)

\_\_\_\_\_  
Notary Public \_\_\_\_\_ Co., \_\_\_\_  
Commission Expires: \_\_\_\_\_

**I (WE) FURTHER**, as the above signed property owner(s), hereby authorize

\_\_\_\_\_ of \_\_\_\_\_ to act on my  
(Print name) (Print name of firm of company)  
behalf as the agent/developer for the application.

**I (WE) FURTHER**, the undersigned agent(s) have read and understand this Agreement and agree to comply with all of the requirements.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Agent: \_\_\_\_\_  
(signature)

Mailing Address: \_\_\_\_\_  
(Street Address, P.O. Box #, City, State and Zip Code)

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

This instrument was signed before me in \_\_\_\_\_-, \_\_\_\_ (City/Village and State) on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (Name of signatory)

\_\_\_\_\_  
Notary Public \_\_\_\_\_ Co., \_\_\_\_  
Commission Expires: \_\_\_\_\_