



Pre-Development Agreement

(rev. 1-2024)

Community Development Department
9915 39th Avenue
Pleasant Prairie, WI 53158
Phone: 262-925-6717
Email: communitydevelopment@pleasantprairiewi.gov

PROJECT AND LOCATION

I (We) the undersigned intend to or have submitted an application and required application fee for the following (Check all that apply)*:

<input type="checkbox"/>	Comprehensive Plan Amendment	<input type="checkbox"/>	Site and Operational Plan Review
<input type="checkbox"/>	Certified Survey Map	<input type="checkbox"/>	Residential Development Plan Review
<input type="checkbox"/>	Conceptual Plan	<input type="checkbox"/>	Zoning Map/Text Amendment
<input type="checkbox"/>	Preliminary Plat	<input type="checkbox"/>	Conditional Use Permit
<input type="checkbox"/>	Final Plat	<input type="checkbox"/>	Floodplain Boundary Adjustment/Map Correction
<input type="checkbox"/>	Zoning Variance or Land Division & Development Control Ordinance Variance	<input type="checkbox"/>	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.**

Address/Location:

Tax Parcel Number(s):

BILLABLE RATES

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 the aforementioned application(s) based on the following billable rates:

Billing Rates**

Community Development Director: not to exceed \$160 per hour or fraction thereof

Assistant Community Development Director: \$125 per hour or fraction thereof

Planner II: \$80 per hour or fraction thereof

Executive Director of Infrastructure Management: \$160 per hour or fraction thereof

Village Engineer: \$135 per hour or fraction thereof

Village Civil Engineer: \$100 per hour or fraction thereof

Parks Director: \$120 per hour or fraction thereof

Public Works Director: \$145 per hour or fraction thereof

Village Construction Supervisor: \$105 per hour or fraction thereof

Village Construction Management Inspectors: not to exceed \$100 per hour or fraction thereof

Communication & Systems Administrator (DSIS): \$120 per hour or fraction thereof

GIS Database Administrator: \$115 per hour or fraction thereof

GIS Specialist: \$70 per hour or fraction thereof

All other related Village costs including but not limited to attorney fees, other consultant fees, e-code amendments, mailing and publishing of public notices and ordinances are 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.

INVOICES SHALL BE SENT TO:

Name:

Mailing Address:

City/State/ZIP

Phone

Email

ACKNOWLEDGMENTS AND UNDERSTANDING

I (We) further understand the Village will mail invoices monthly to the above-named person.

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.

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.

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.

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.

SIGNATURES

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	Property Owner
Signature:	Signature:
Print Name:	Print Name:
Mailing Address:	
City/State/ZIP	
Phone:	Email:
The Village may require proof of 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 the following person to act on my behalf of the agent/developer for the application:

Agent/Developer	
Company Name:	
Print Name:	Signature:
Mailing Address:	
City/State/ZIP	
Phone:	Email:

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: _____