

**VILLAGE OF BELLEVILLE
PRE-DEVELOPMENT AGREEMENT**

Agreement entered into this _____ day of _____, 2024, by and between J.M.T.L Builders, LLC, a Wisconsin limited liability company (“Developer”), and the Village of Belleville, a Wisconsin municipal corporation (“Village”).

RECITALS

A. This Cost Reimbursement Agreement arises from Developer's wish to develop the land described in Attachment A (the “Property”).

B. Developer may request Village evaluation or approval of one or more of the following:

- One or more of a certified survey map, subdivision plat, or replat,
- A zoning change, conditional use permit, or other zoning approval,
- Erosion control and stormwater management plans,
- Plans and specifications for public improvements,
- And/or other approvals necessary or convenient to develop the Property (collectively referred to as the “Development Approval Process”).

C. The Village is willing to process and consider Developer’s requested Development Approval Process, in accordance with applicable laws, but wishes to do so without undue expense to Village taxpayers.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, Developer agrees as follows:

SECTION 1. PROJECT

- 1.1 The above recitals are material to and are incorporated into this Agreement.
- 1.2 This Section 1.2 expresses Developer’s present intent for the development of the Property and is not binding on either Developer or the Village. Developer intends to construct a multi-family residential project with up to sixteen (16) two-story townhome units, to be completed in multiple phases (“Project”).

SECTION 2. PAYMENT OF VILLAGE COSTS

2.1 Developer shall pay all Administrative Costs. For purposes of this Agreement, “Administrative Costs” means the following costs incurred by the Village, whether such costs were incurred before or after the execution of this Agreement:

- The actual cost of engineering, planning, legal and financial services provided by outside consultants, relating to the Development Approval Process, on the basis of submitted invoices;
- The cost of time spent by Village employees (other than the Village Director of Planning and Zoning Administrator) on the Development Approval Process, which shall be calculated on an hourly basis, using the effective rate the Village pays for Village employee staff time, which includes wages and benefits paid to Village employees. The Village shall provide itemized statements showing Village staff time for which Developer is responsible upon request.
- Publication and other out-of-pocket expenses.

2.2 Bills for Administrative Costs shall be considered delivered upon personal delivery to the Developer, or upon mailing or emailing to the Developer at the following address:

J.M.T.L Builders, LLC
Javier Samudio, jsamudio@jmtlbuilders.com
8383 Greenway Boulevard, Suite 600
Middleton, WI 53562

Developer shall pay the Administrative Costs within thirty (30) days of the time when the Village delivers its bill. Failure to do so entitles the Village to withdraw the amount of such unpaid bill from the guarantee of payment under Section 2 below. Bills outstanding for more than 30 days shall accrue interest at a rate of 1.5% per month.

2.3 Developer acknowledges and understands that the legal, engineering, planning, financial or other professional consultants retained by the Village are acting exclusively on behalf of the Village and not Developer.

2.4 Developer warrants and represents to the Village that Developer owns, or has under contract, the Property.

SECTION 3. GUARANTEE OF PAYMENT

3.1 Developer shall guarantee reimbursement of the Administrative Costs by depositing with the Village Clerk cash or a cashier's check payable to the Village in the amount of \$3,000 subject to refund or release of unused amounts within sixty (60) days following termination of this Agreement as defined in Section 3.

3.2 If at any time the Village deems the monies on deposit with the Village pursuant to Section 2.1 to be insufficient to pay expenses incurred or anticipated by the Village for Administrative Costs, the Village may request that the Developer deposit additional amounts, and may suspend work on the Development Approval Process until such additional amounts are deposited with the Village.

3.3 Violation of this Agreement, including but not limited to failure to pay amounts when due or failure to deposit amounts required under this Section 2, shall entitle the Village to suspend processing the proposed Development.

3.4 The remedies provided in this Agreement are cumulative and not exclusive and shall be in addition to, and not in lieu of, any other remedies available to the Village at law or in equity.

SECTION 4. TERMINATION

4.1 This Agreement shall terminate upon (a) final rejection of the Development, (b) execution of a final or replacement development agreement, or (c) Village receipt of a written statement from the Developer withdrawing the Development from further consideration.

4.2 The obligation of Developer to reimburse the Village for “Administrative Costs” incurred to and including the date of termination and the Village's rights and remedies to enforce such reimbursement shall survive the termination of this Agreement.

SECTION 5. MISCELLANEOUS PROVISIONS

5.1 Nothing in this Agreement is intended to relieve, nor shall it be construed as relieving, or in any way satisfying other obligations, procedures or requirements pertaining to the annexation, division, zoning, development, or other matters relating to the Property. Furthermore, this Agreement does not bind the Village to approve any request, petition, application or other matter relating to the Property.

5.1 This Agreement constitutes the entire agreement between the Developer and the Village relating to the Project and supersedes any previous agreements between the parties relating to the Property.

IN WITNESS WHEREOF, the parties have executed this Cost Reimbursement Agreement.

DEVELOPER

By _____
J.M.T.L Builders, LLC

VILLAGE OF BELLEVILLE

By _____
Jeff Larson, Village President

By _____
Marin R. Croft, Village Clerk

ATTACHMENTS

Attachment A – Description of the Property