



PLAN COMMISSION APPLICATION

The Village of Waunakee Plan Commission meets the Monday before the second Tuesday of each month. All submittals must be received 28 days prior to the meeting date. A schedule of deadlines can be found on the Village's website at www.waunakee.com under the Plan Commission page. The following are required for submittal:

- 1) Plan Commission Application form, filled out and signed, with the appropriate fees
- 2) Signed Development Application Agreement and appropriate fees
- 3) Written narrative of the proposed project
- 4) One electronic copy of full submittal, either emailed to tmeinholz@waunakee.com or on a USB or via download.

All submittals shall contain the following to be considered complete:

- 1) Written narrative listing owners and/or developers name and address. Where applicable, architects and/or engineers name and address. Description of proposed uses. Calculation indicating total site size, building floor area, number of parking stalls, amount of impervious surface, and amount of non-impervious green space.
- 2) A scaled site plan with the following information:
 - a. Name of project and date of plan preparation
 - b. Scale of drawing and north arrow
 - c. Property boundaries
 - d. Where applicable, both the one hundred (100) year recurrence interval floodplain and the floodway delineations
 - e. Where applicable, wetlands as delineated in the WDNR Wetland Inventory and 75' setback line from such wetlands
 - f. Existing and proposed easements on the subject property
 - g. Adjoining public street rights-of-way, street pavements, and sidewalk locations; existing and proposed driveways and curb cuts; and parking and loading areas
 - h. Location of existing and proposed building footprints with building and yard setback lines indicated
 - i. Location of any existing or proposed ground signs or pylon signs
 - j. Location and type of all outdoor lighting proposed to illuminate the site
- 3) Building Plans with the following information shown:
 - a. Elevation drawing of each new or remodeled building façade, indicating materials and building dimensions
 - b. Colored renderings of all façades of the principal building showing the proposed colors
 - c. Building materials samples (upon request)



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- 4) Grading and Stormwater Management Plan with the following information:
 - a. Existing and proposed topography shown at a contour interval of not less than two (2) feet at National Geodetic Vertical Datum
 - b. Location and dimension of Stormwater retention or detention basins and/or stormwater conveyances
- 5) Landscaping Plan in compliance with Village Code Sec. 133-996 Parking area landscaping requirements. This can be found on the Village website under Municipal Code
- 6) Lighting Plan showing proposed foot candles
- 7) Parking Calculations in accordance with Village Code Sec. 133-995
- 8) Escrow fees as outlined in the Development Application Agreement
- 9) Fees for Erosion Control per Sec. 109-57. No person may begin a land disturbing construction activity or land developing activity subject to this division until the person has paid the Erosion Control Review and Inspection fee to the Director of Public Works. The fee shall be paid to the Director of Public Works when the person submits an application for an erosion control permit along with a proposed erosion control plan pursuant to Section 109.58



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PROJECT ADDRESS/NAME: _____

APPLICANT:	
ADDRESS:	
PHONE:	EMAIL:

OWNER:	
ADDRESS:	
PHONE:	EMAIL:

PROJECT DESCRIPTION: _____

OWNER/APPLICANT SIGNATURE: _____ **DATE:** _____

FEES: (CHECK ALL THAT APPLY)	ESCROW DEPOSIT:
<ul style="list-style-type: none"> • SITE PLAN <input type="checkbox"/> \$320 • REZONE <input type="checkbox"/> \$345 • CONDITIONAL USE PERMIT <input type="checkbox"/> \$350 • CERTIFIED SURVEY MAP <input type="checkbox"/> \$100 + \$25 per lot • PRELIMINARY PLAT <input type="checkbox"/> \$100 + \$50 per dwelling unit • FINAL PLAT <input type="checkbox"/> \$100 + \$50 per dwelling unit • GDP/SIP APPROVAL <input type="checkbox"/> \$475 	<p>An escrow deposit is required in accordance with the Development Application Agreement.</p> <p>ESCROW FEE PAID: _____</p> <p style="text-align: right;">DATE: _____</p> <p>FEE WAIVED BY: _____</p>
TOTAL: _____	

DEVELOPMENT APPLICATION AGREEMENT

This Development Application Agreement (the “Agreement”) is made and entered into this ___ day of _____, _____, by and between the Village of Waunakee, a Wisconsin municipal corporation (the “Village”), and _____ (the “Applicant”).

RECITALS

- A. The Applicant plans to file, or has filed, an application for approval by the Village of one or more of the following activities within the Village’s jurisdiction: site plan / conditional use permit / rezone / variance / other development (hereinafter referred to as the “Development”).
- B. The Village desires to review and take action on the Development in a timely manner in accordance with all applicable federal, state and local laws and regulations, and without unreasonable expense to Village taxpayers.
- C. The Applicant agrees and acknowledges that decisions and approvals regarding the Development are legislative determinations to be made in the Village’s discretion and that the Applicant’s compliance with this Agreement does not, in any way, entitle the Applicant to approval of the Development.
- D. The process of reviewing the plans and documents associated with the Development will cause the Village to incur direct and indirect expenses including, but not limited to, staff time and fees and expenses incurred by the Village for outside consultant services related to review of the Development (*e.g.*, engineers, attorneys, accountants, planners, and other professionals).

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for good and valuable consideration, the Village and the Applicant agree as follows:

- 1. *Recitals.* The representations and recitations set forth in the foregoing paragraphs are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph.
- 2. *Applicant to Reimburse Village Review Costs.* The Applicant shall reimburse the Village for all direct and indirect costs and expenses related to the Village’s review of the Development. The direct and indirect costs and expenses include, but are not limited to, staff time and fees and expenses incurred by the Village for outside consultant services (*e.g.*, engineers, attorneys, accountants, planners, and other professionals). For purposes of this Agreement, the direct and indirect costs and expenses shall be referred to as “Review Costs.” Village staff time shall be charged at current rates.

3. *Deposit Required to Fund Reimbursement Account.*

- a. To ensure that funds are readily available to the Village for reimbursement of the Review Costs as provided in paragraph 2 above, the Applicant shall deposit with the Village an amount determined by the Village Zoning Administrator to be used to pay the Review Costs (the "Deposit"). The Village Zoning Administrator shall use the following table as a guide to determine the amount of the Deposit:

- (1) Small additions (<2,500 sf) shall require a \$1,500 Deposit.
- (2) Small-sized projects (<5,000 sf) shall require a \$3,500 Deposit.
- (3) Medium-sized projects (<10,000 sf) shall require a \$5,500 Deposit.
- (4) Large-sized projects (>10,000 sf) shall require a \$10,000 Deposit.
- (5) In addition to the amounts identified in (1) through (4), any Development that requires a development agreement or tax incremental financing assistance from the Village shall require an additional \$5,000 to \$10,000 Deposit.

All Deposit amounts shall be determined by the Village Zoning Administrator in his/her sole discretion and are not subject to challenge by the Applicant. Generally small additions will be less than 2,500 square feet, small projects less than 5,000 square feet, medium projects less than 10,000 square feet and large projects are over 10,000 square feet.

- b. The Applicant is responsible for payment of all Review Costs regardless of whether the amount exceeds the amount initially deposited with the Village. The Village reserves the right to require the Applicant to deposit additional amounts if the Village Zoning Administrator determines that additional amounts are necessary because of the size of the Development or because the Reimbursement Account (defined below) has been depleted.
- c. The Deposit may be provided in the form of cash, a certified check, cashier's check, personal check, or some other form as approved by the Village.
- d. The required Deposit must be made by the Applicant upon execution of this Agreement.
- e. The Applicant agrees and acknowledges that the Village will not process the application(s) associated with the Development and that the Village may suspend or otherwise stop activities associated with the Development if the Applicant fails to comply with this Agreement.
- f. The Village shall place and maintain the Deposit in a segregated, non- interest bearing account to be used solely for the purpose of reimbursing the Review Costs in accordance with paragraph 4 below (the "Reimbursement Account").

4. *Village Withdrawals from the Reimbursement Account.*
- a. After complying with the notification requirements of paragraph 4.b. below, the Village is entitled to make withdrawals from the Reimbursement Account to pay Review Costs in accordance with paragraph 2 above.
 - b. Not less than 5 days prior to making any withdrawal from the Reimbursement Account, the Village shall provide the Applicant with an itemized invoice for Review Costs incurred, together with a written notice of the Village's intent to withdraw such funds from the Reimbursement Account.
 - c. Withdrawals from the Reimbursement Account may be made as often as necessary to reimburse the Review Costs. In the event that the balance of Applicant's Reimbursement Account reaches \$1,000 or less, the Village shall have the discretion to continue withdrawing funds from the Reimbursement Account; to invoice the Applicant directly for payment; or to require the Applicant to pay additional monies to the Village, which monies shall be deposited in the Reimbursement Account. Payments for directly invoiced bills shall be due 30 days from the date the invoice is mailed to the Applicant.
 - d. Any amounts remaining in the Reimbursement Account after the Village has taken final action on the Development and all Review Costs have been paid shall be promptly refunded to the Applicant.
5. *Authority/Binding Effect.* The parties agree that the undersigned signatories to this Agreement have full power and authority to act on behalf of the Village and the Applicant, and that all necessary and enabling resolutions have been enacted. This Agreement shall bind the heirs, successors and assigns of the Applicant and the Village.
6. *Notification of Parties.*

Any notices to be provided under this Agreement may be made by delivery in person, by First Class mail, or by electronic mail (request a read receipt required) as provided below:

To Village: Village of Waunakee
 Community Development Director
 500 West Main Street
 P.O. Box 100
 Waunakee, WI 53597
 Email: tsemmann@waunakee.com

To Applicant: _____

Email: _____

- 7. *Severability.* If any provision of this Agreement is deemed invalid, then the invalidity of said provision shall not affect the validity of any other provision hereof.
- 8. *Amendment, Withdrawal, or Release.* This Agreement may be withdrawn, amended or released only by a written document duly executed by both parties.
- 9. *Effective Date.* This Agreement shall be effective commencing on the date indicated in the first paragraph above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized individuals and officers below.

VILLAGE OF WAUNAKEE

By: _____
Tim Semmann, AICP
Community Development Director

APPLICANT

By: _____
Print name: _____
Title: _____