

OUTLINE
FOR THE STANDARD FORM
OF A
CONTRACT FOR DIVISION/SUBDIVISION
OR DEVELOPMENT IMPROVEMENT

EXHIBIT A

THIS AGREEMENT, made this _____ day of _____, 20____,
by and between (name) _____

(Divider/Subdivider/Developer)
(address) _____

(Zip Code)
(contact person) _____

(telephones) _____
(home, office, fax, cell, etc.)

hereinafter known as the "DEVELOPER", and the Town of _____
_____ County, Wisconsin hereinafter referred to as the "Town",
whose offices are at _____
_____ Wisconsin.

WITNESSETH:
WHEREAS, the (Divider, Subdivider, Developer) has received all necessary approvals from the Town for a development under the zoning ordinance or under the land division ordinance for a division of land or for a Subdivision to be known as "_____", located in Section ____, Town __ North, Range __ East and otherwise identified as (Include address, tax key number, owner on record of assessment, or other identification as agreed)

A copy of said approved development plan, certified survey map, or final subdivision plat being made a part of this file and incorporated by reference;

WHEREAS, in the case of divisions of land or subdivisions Chapter 236.13 of the Wisconsin Statutes authorizes the Town as a condition of granting its approvals to require the developer to install and dedicate reasonably necessary public improvements related to the subject lands;

WHEREAS, particularly in the case of proposed public streets, or certain other Private improvements of private lands or public improvements located by easement on private lands, are deemed necessary by the Town to serve the development or protect the public improvements being installed and dedicated within lands subject to this agreement.

NOW THEREFORE, in consideration of said approvals, the developer agrees to the following:

ARTICLE I LIST OF IMPROVEMENTS

Developer shall install, at his own expense (unless provisions appended hereto provide for public or other private participation) according to plans and specifications as approved by the Town and incorporated in this agreement by reference:

A. GRADING, EROSION CONTROL

1. To grade the bed of all roadways to sub-base grades as established in the approved plans.
2. To grade the road shoulder, ditches, and (where required) sidewalk terraces, to the plan approved sub-grades.
3. To grade lands adjacent to streets to slopes as approved on the plans, and to take other measures as contained in the plans or specifications, to prevent or control erosion or to protect sub-base and surface grades being established.
4. To grade corners at intersections in accordance with vision corners as found in the zoning ordinance.

B. STORM WATER DRAINAGE AND DETENTION

1. To install at intersections, driveways and similar appropriate points as provided in the Plans, culverts or other storm water conduits of the proper size and at the proper elevation.
2. To grade lands including those outside public rights of way but within the development area to elevations for the various swales, detention basins or retention ponds as approved in the plans, to achieve the overall drainage plan of the development and of the drainage district in which the subject land lies.
3. To install a system of underground storm sewers including appurtenant catch basins and laterals, if prescribed on the approved plans.

C. WATER SUPPLY AND DISTRIBUTION

1. To install a water distribution system including mains, laterals and fire hydrants and appurtenant valves, designed to supply the treated water available to property in the Town according to plans and specifications as approved by the Town or its designated utility.

Where said water supply is not presently available to the subject tract, and where the approved plans and specifications so allow, the following alternative is agreed:

2. To drill a "community" well or wells, install an appropriate arrangement of reservoir pumps, and appurtenant pressuring equipment, together with a distribution system of water mains, laterals and fire hydrants and appurtenant valves, as called for in the approved plans and specifications. Said systems shall be designed for compatibility and eventual convertability to the Town municipal system.

D. SANITARY SEWERS

1. To install a sanitary sewer system including mains, laterals, manholes and appurtenant facilities so as to provide sewage collection service to all lots and designed to flow into the overall collection system provided by the Town or its designated utility, according to their approved plans and specifications.

E. PAVING

1. To install base course material for the roadway and shoulders as provided in the plans and specifications, and including temporary turn-around areas.

2. To install finished paving in (one stage)(two staged) courses [select one, cross out other] as provided in the plans and specifications. Where the selection is for two staged courses, the final wearing course shall be installed after ___% of the lots have experienced construction within those designated places as shown on the plans or a specified amount of time from the approval of this contract, whichever comes first, but not more than three years.

3. To install curb and gutter as more particularly required in the approved plans and specifications, but generally in these locations:

4. To install sidewalks or paths as more particularly required in the approved plans and specifications, generally in these locations:

F. STREET LIGHTS

To install street lights of an approved type and at intervals and locations as shown on the approved plans and specifications.

G. OTHER UTILITY INSTALLATIONS

1. To assist the Town in the coordination with other utility installations such as gas, electric, telephone, and cable television, providing for example, proper easement areas within the subdivision lots for these and necessary public utilities, and arranging for timely and coordinated constructions activities, where more than one utility will be making installations in the same public way or private easement.

2. To pay electric, telephone, and cable television utility assessments or surcharges for underground service versus above ground service, except in the following areas where underground service would be unreasonably expensive:

H. PLANTED AREAS, STREET SHADE TREES

1. To install topsoil and grass seed or sod and other suitable plantings in swales, ditches, back of curb parkways and slopes and other areas, as may be necessary to prevent erosion and to preserve topography as contained in the plans and specifications.

2. Warranty: The developer hereby agrees, at his own expense, to replace plant materials which die or are substantially damaged, and to repair graded areas which erode or are otherwise damaged, for a period of one year after installation, whether said death or damages are caused by an act of nature or by the activities of others such as contractors or property owners. This provision shall not preclude the developer from seeking recovery of costs when damage is caused by others, however the developer's obligation to make timely replacements and repairs shall not be delayed while recovery is sought from others.

I. BARRICADES, STREET SIGNS

1. Temporary. The developer shall install and maintain, or shall arrange with all contractors that they install and maintain, those barricades, signs, warning lights, earth berms or mounds, or other protective measures as set forth in the plans and specifications, which are hereby agreed to be reasonably necessary for the safety of the public during the improvement of the subject tract. These measures shall only be removed after approval by an authorized Town representative.

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2. Permanent or Semi-Permanent. To furnish and install, or install where furnished by the Town, street and traffic signs and those other informative or protective measures as street-end barricades, fences, earth berms, or mounds, as may be provided for in the plans and specifications.

J. SPECIAL FACILITIES

To install those special facilities or common areas such as public or private parks, malls, plazas, recreation areas, etc. or provide protective measures for natural conditions being preserved for ecological reasons such as fencing around wood lots or drainage levees near wetlands, etc. The developer hereby agrees to (list special matters covered under this section).

(In the following space include the terms of any warranty being given by the developer to the Town or enforceable by the Town.)

ARTICLE II GENERAL CONDITIONS

A. ENGAGING QUALIFIED CONTRACTORS

The developer further agrees to engage contractors for all work included in this agreement that are qualified to perform the work.

B. WORK ACCORDING TO APPROVED PLANS AND SPECIFICATIONS

The developer agrees to use materials and make the various installations in accordance with the approved plans and specifications made a part of this agreement by reference, and including those standard specifications as the Town or its Commissions may have adopted and published prior to this date.

C. PAYMENT OF TOWN REVIEW AND INSPECTION FEES

1. The developer agrees to pay those fees for professional and inspection services incurred by the Town, including a reasonable overhead factor for Town supervision and administration of those services, related to engineering review of any plans and specifications submitted by the developer for approval by the Town and related to inspections of work performed under this agreement.

Where the fees originate from non-Town employees, such as private engineering firms, the invoice amount shall be the actual fees billed by the Town by the private firm plus the Town's administrative and supervision factor. Where the fees originate from services provided by Town employees (including those of Town Commissions or utility boards) the fee shall be according to the actual hours involved including supervision and administration and consisting of the employee salaries plus overhead for their fringe benefits, office space, travel, and similar accepted components of overhead.

2. Said fees are estimated by the Town to be \$_____ in connection with this agreement, and shall be payable \$_____ deposited upon the execution of this agreement and the remainder shall be payable within 30 days of each invoice rendered to the developers by the Town. Unless otherwise entered here, the Town will invoice the developer at monthly intervals (enter here any alternate billing and payment schedule).

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3. The foregoing fee estimate represents the Town's best judgment but the parties agree it is not a binding quotation. In the event the Town becomes aware that the estimate is substantially in error, it shall immediately notify the developer so that an addendum to this agreement may be negotiated.

D. TIME SCHEDULE AND CONSTRUCTION CONTRACT COPIES

1. Attached hereto is "Exhibit A", the "Work Schedule" for each major phase of work to be performed under this agreement, with estimated starting and completion dates. The parties hereby agree to abide by this schedule. Should it become impractical to continue the schedule of Exhibit A, (provided the impracticality arises from causes out of the control of both parties to this agreement such as: significant unforeseen subsoil conditions, weather, or other acts of nature, strikes, area wide shortage of materials, or social disorders) either party to this agreement may submit a revision to Exhibit A for negotiation and acceptance by the other party.

2. Prior to the commencement of any work hereunder the developer shall file with the Town a copy of each contract executed between the developer and his contractors for specific work elements.

3. The developer may seek, and the Town may grant, waivers to the foregoing provision in the case of later work elements where proper completion of earlier phases of work are not dependent upon starting these later elements. The granting of any such waivers shall be conditioned upon establishing dates for the submittal of executed contracts on the later work.

E. INSURANCE

1. The developer shall require that all contractors being engaged to perform work under this agreement comply with Town ordinances pertaining to damage claims and contractor's liability insurance. A certificate of such insurance must be filed with the Town at or prior to the filing of the above mentioned contract copies.

2. Unless provided otherwise by law, contractors shall maintain insurance as will protect them from claims under Workmen's Compensation Acts and from any other claims for damages or personal injury, including death, which may arise from operations under this contract, as well as those by subcontractors, with these minimum allowable limits:

Property Damage
Each Accident \$1,000,000

Public Liability-Bodily Injury, Single Limit or Equivalent
Each Accident \$1,000,000

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Workmen's Compensation	Statutory Limits
Motor Vehicle Liability	\$1,000,000

F. PAYMENT OF OUTSTANDING ASSESSMENTS AND CHARGES

Prior to the commencement of any construction hereunder the developer hereby agrees to pay the following outstanding charges or assessments due against those portions of the subject tract being divided or developed at this time: (List amounts to be paid)

ARTICLE III DEDICATION & GUARANTEE

A. DEDICATION & ACCEPTANCE OF PUBLIC FACILITIES

1. The developer agrees that all dedications to the public of lands and improvements covered by the accompanying certified survey map or subdivision plat and this agreement are made without conditions.
2. The developer further agrees that no improvement may be offered to the Town for acceptance of the dedication unless all review and inspections fees identified under II.C. are paid in full, and that all contractors who have performed work hereunder have received payment in full for their materials and services, certified in the form of affidavits, which shall be presented to the Town.

B. GUARANTEE

The developer hereby agrees to guarantee all work performed under this agreement except those items separately warranted under I-H and I-J of this agreement, for a period of one year from the date of final acceptance by the Town Board. Such guarantee shall be

against defects in materials or workmanship. If any such defect should appear, the developer agrees to make the required replacement or acceptable repairs at his own expense. This expense includes total and complete restoration of any disturbed surface or component of the improvement to the standard provided in the plans and specifications, regardless of improvements on lands where the repairs or replacement is required.

ARTICLE IV CONTRIBUTIONS TOWARD OFF-SITE IMPROVEMENTS

The parties agree that certain improvements located off the site of the subject tract covered by this agreement are directly beneficial to the subject tract and their installation and financing contemplate a financial reimbursement from this tract upon its development, in proportion to this site's benefit.

The parties further agree that the dollar amount attributable as the fair share of this site, and not covered by F. of Article II, together with any accrued interest to this date, is \$_____ and results from the improvements summarized below:

The developer agrees the foregoing amounts are payable prior to the commencement of any construction hereunder.

ARTICLE V SURETY AGREEMENT

FORM, AMOUNT OF SURETY

The developer herewith furnishes the Town with \$_____ in the form of (indicate whether corporate bonds, certified check or irrevocable letter of credit in the form of Exhibit B attached hereto):

to secure performance of this contract.

ARTICLE VI RIGHT OF RECOVERY

The parties agree that certain improvements being installed by the developer hereunder, while related to the subject tract of land, benefit a larger area and therefore the developer should be reimbursed for those additional costs as hereinafter set forth.

A. OVERSIZING

The parties agree that the facilities summarized below are sized larger than are necessary to service the subject tract, and that the developer's recoverable dollar amount attributable to such oversizing is \$_____, plus interest at the annual rate of _____ %.

(List below the type of improvement and dollar cost of oversizing in that improvement).

B. SERVICE TO OTHER PROPERTIES

The parties agree that the facilities summarized below by virtue of their design and placement in relation to abutting or neighboring property will provide service to lands other than just the subject tract, and that the developer's recoverable dollar amount attributable to such service to other properties is \$_____ plus interest at the annual rate of _____%.

(List below the type of improvement and dollar share to be recovered from other benefiting properties).

B. REDUCTION OF SURETY FOR GUARANTEE

Upon acceptance of dedication by the Town Board of public facilities covered by this agreement, and upon application by the developer here under, the Town agrees to consider in good faith to reduce the above surety to the amount estimated by the Town Engineer necessary to insure performance of the remaining guarantee provisions of this agreement. Any rejection of said reduction request shall be specific so that the developer might nominate another amount based upon the reasons stated by the Town Board.

C. OFFSITE IMPROVEMENTS INCLUDE TEMPORARY FACILITIES

The parties agree that the facilities summarized below are subject partially or in full to recoverable costs by the developer because they are located outside the subject tract, or are temporary and will be retired in the future upon completion of some other facility. The developer recoverable dollar amount is \$_____ plus interest at the annual rate of \$ ____%.

(List below the type of improvement and dollar cost to be recovered to the developer).

D. PAYMENT SCHEDULE OF RECOVERABLE AMOUNTS

The parties agree that the time of reimbursement to the developer by the Town may vary for the class of recoverable costs identified above, depending upon such factors as issuance by the Town of revenue or general obligation bonds, the levying and collecting of assessments to other benefiting properties, or the assumption of costs through the user fee revenue of the involved utility.

Set forth below are the terms and conditions of repayment, showing when possible, dates involved.

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IN WITNESS WHEREOF, the parties hereto provide their endorsements hereon

At _____, Wisconsin this ____ day of 20____.

Witness:

Divider/Subdivider/Developer:

(by President if Incorporated)

(Secretary if Incorporated)

Witness:

(Enter name of Municipality)

(Clerk)

(Mayor President Town Chairman)

Approved as to Form:

(Municipality Legal Advisor)

