

DEVELOPER'S AGREEMENTS

INTRODUCTION

A developer's agreement is required any time a project is proposed which involves the construction of public improvements. These are also referred to as Subdivider's Agreements.

PROCEDURE

1. Upon receipt of construction plans, the Planning Department prepares an Agreement. The following Model is used as a basis, and is modified as needed for the specific project.
2. Upon the Planning Department's completion on the Agreement, it is forwarded to the City Attorney for review as to form and content. Copies are also distributed to the Mayor, Clerk-Treasurer, City Engineer, Public Works Superintendent, Utility Superintendent, and Deputy Building Director for review and comment if needed. Upon receipt of comments and revisions as may be necessary, a copy is forwarded to the applicant, and the matter is scheduled for Finance Committee review.
3. Finance Committee reviews the Agreement and either approves, approves with amendments or conditions, or rejects.
4. If Agreement is approved and conditions of approval are met, the Agreement advances to the Common Council for consideration. Common Council approves Developer's Agreements by Resolution.
5. Following Common Council approval, the applicant, Mayor, and Clerk-Treasurer execute five (5) copies of the Agreement. At the time of signing, the applicant must provide:
 - Five (5) copies of all required exhibits.
 - All applicable fees
 - Other documents as necessary (Found in Chapter 1: Pre-Recording Closing Meeting)
6. The petitioner must record the Agreement with the Waukesha County register of Deeds.
7. The original document is returned to the Planning Department following recording. The Planning Secretary files the original.

MODEL AGREEMENT

The model on the following pages is used as the basis for all Developers Agreements. Each Agreement will be modified to address the unique circumstances of the project.

**(NAME) SUBDIVISION
SUBDIVIDER'S AGREEMENT**

This Agreement, made this ____ day of _____ by and between _____ (the "Subdivider") and the City of Muskego, a municipal corporation of the State of Wisconsin, located in Waukesha County, (the "City").

W I T N E S S E T H

WHEREAS, the Subdivider has submitted for approval by the City a proposed Final Plat for (NAME) Subdivision (the "Subdivision"), a part of the lands described as:

(Insert Description Here)

the original of which will be recorded with the Register of Deeds for Waukesha County and a copy of which is on file in the Office of the City Clerk, for which a Final Plat was approved by the City;

WHEREAS, Section 236.13 of the Wisconsin Statutes provides that as a condition of plat approval, the governing body of the City may require that the Subdivider make and install certain public improvements reasonably necessary for the Subdivision and further, may require dedication of public streets, alleys or other ways within the Subdivision, to be conditioned upon the construction of said improvements according to municipal specifications without cost to said municipality; and

WHEREAS, the City's Engineers, the City's Public Works Committee, Public Utility Committee and Finance Committee have duly approved, contingent of certain other approvals, Subdivider's plans and specifications for subdivision improvements, and the City's Plan Commission and Common Council have duly approved the final plat of (NAME) Subdivision contingent upon the execution and performance of this agreement by the Subdivider.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereto agree as follows:

SECTION I : PLATTING

1. This Subdivider's Agreement addresses the development of ____ parcels platted for ____ family residential use, all being under the Provisions of Chapters 17 and 18 of the Municipal Code, and under the auspices of _____ District zoning.
 - a) Single family parcels in this Plat shall conform to the zoning requirements of _____ district, being a minimum of _____ square feet in area, _____ feet in average lot width, having street yard setbacks of ____ feet, side yard offsets of _____ feet and ____ feet, and rear yard offsets of ____ feet.
2. Subdivider shall entirely at its expense:
 - a) Concurrent with the execution of this Agreement tender an Irrevocable Standby Letter of Credit in the amount required herein for the construction of improvements required by this Agreement. No construction activity may commence until this Agreement has been executed and recorded, and

the Letter of Credit has been tendered.

- b) Concurrent with the execution of this Agreement, provide the City with title evidence acceptable to the City Attorney showing that upon recording the Plat, the City will have good, indefeasible title to all interests in land dedicated or conveyed to the City by the Plat.
- c) Within six (6) months of approval of this Agreement by the Common Council, the Subdivider shall execute this Agreement, shall cause this Agreement to be recorded at the Waukesha County Register of Deeds, and shall provide City with evidence of recording.
- d) Within six (6) months of approval by all approving authorities and waiver of objection by all objecting authorities, the Subdivider shall cause the final plat of _____ to be executed and recorded, and shall provide City with evidence of recording.
- e) Place and install monuments required by State Statute or City Ordinance.

SECTION II : PHASING

Subdivider and City agree that final platting and the installation of public and private improvements described in Section III shall occur in one phase.

SECTION III : IMPROVEMENTS

City shall furnish the Subdivider such permits or easements as may be required to enter upon and install the following described improvements in any public street or public property.

Subdivider shall entirely at its expense:

A. ROADS AND STREETS:

- 1. Grade and improve all roads and streets in accordance with the plans and specifications approved by the Public Works Committee on _____, including off site improvements necessary to provide such roads and streets, including grading and gravel, curb and gutter, and asphalt street improvements, as approved by the Director of Engineering and Building and Public Works Committee as indicated in the plans and specifications on file with the Engineering and Building Department.
- 2. Restore any damage to existing pavement, curb, gutter, and landscaping which may result from construction of subdivision improvements.
- 3. Reimburse the City for the cost of all street signs, street lights, traffic signs and posts, including the cost of their installation.

B. STORM AND SURFACE WATER DRAINAGE AND MASTER GRADING PLAN:

- 1. Construct, install, furnish and provide facilities as approved by the Director of Engineering and Building and Public Works Committee on _____ for storm and surface water drainage throughout the entire Subdivision and off site improvements as necessary, and a Master Grading Plan providing for sump pump discharge to a tile or storm sewer system, all in accordance with the plans and specifications on file in the Building and Engineering Department. The City retains the right to require the Subdivider to install at Subdivider's cost additional storm drainage and erosion control measures prior to acceptance of improvements by the City of Muskego.
- 2. Grade and improve all lots, on and off site, in conformance with the Master Grading Plan as approved by the Director of Engineering and Building and Public Works Committee on _____ all in

accordance with the plans and specifications on file in the City Building and Engineering Department. Restore with topsoil and seed. Establish dense vegetation.

3. Clean all Storm Sewers prior to acceptance of improvements and the issuance of building permits by the City.
4. Execute and record a Maintenance Agreement in the form attached hereto, which document shall be incorporated herein and made part hereof, as approved by the Director of Engineering and Building and Public Works Committee on _____ relating to privately owned storm water appurtenances, and provide proof of recording prior to sale of lots in the Subdivision. Keep and maintain all storm sewers, retention or detention ponds, and surface water drainage features which are outside of the rights-of-way in perpetuity, as provided for in the Maintenance Agreement.

C. SANITARY SEWER:

1. Construct, install, furnish, and provide without cost to City, a complete sanitary sewage collection system throughout the entire Subdivision, and including off site improvements necessary to provide such system, as approved by the Director of Engineering and Building and the Public Utilities Committee on _____ all in accordance with the plans, specifications and drawings on file in the City Building and Engineering Department.
2. Complete, to the satisfaction of the Director of Engineering and Building, any remaining punch list items concerning the Sanitary Sewer System prior to the connection of any structure to the sanitary sewer systems.
3. Televisive the sanitary sewer system, repair any defects as determined by the Director of Engineering and Building, and supply video tape to the City of Muskego, and clean all sewer lines prior to the issuance of building permits, and acceptance of improvements by the City.

D. WATERMAIN:

1. Construct, install, furnish, and provide without cost to City, a complete system of water supply and distribution, throughout the entire Subdivision, and including off site improvements necessary to provide such system, as approved by the Director of Engineering and Building and Public Utilities Committee on _____ and in accordance with the plans and specifications on file in the City Building and Engineering Department.
2. Apply for all necessary permits to use water from hydrants for construction permits, as may be required by the City.
3. Complete to the satisfaction of the City any punch list items concerning the water system prior to connection of any building to the water system.

E. LANDSCAPING:

1. Preserve existing trees outside of the public right-of-way to the maximum extent possible, when installing the Subdivision improvements. Replace trees in accordance with plans to be approved by the Plan Commission.
2. Remove and lawfully dispose of destroyed trees, brush, tree trunks, shrubs and other natural growth, and all rubbish.
3. Plant street trees without cost to City in accordance with Section 18.60 of the Muskego Land Division Ordinance and the adopted Urban Forestry Management Plan and Urban Forestry Strategic Plan dated March 28, 2000 and adopted by the Common Council on July 11, 2000 and in accordance with

plans to be approved by the Planning Director and City Forester prior to the release of occupancy permits. Planting may be deferred until the time that ninety percent (90%) of the homes have been completed or thirty-six (36) months after installation of the first lift of asphalt, whichever comes first.

F. EROSION CONTROL MEASURES:

1. Submit to the City, an application for a Land Disturbing Permit in accordance with the Erosion Control Plan as approved in accordance with the requirements of Section 29.06 of the City's Erosion Control Ordinance by the Director of Engineering and Building and Public Works Committee on _____ and in accordance with the plans and specifications on file in the Building and Engineering Department.
2. Construct, install, furnish and provide without cost to City, a complete system of Erosion Control Devices or measures in specified areas of the Subdivision, on and off-site, in accordance with the Erosion Control Plan as approved by the Director of Engineering and Building and Public Works Committee on _____ and in accordance with the plans and specifications on file in the City Building and Engineering Department. No construction or grading can begin until said permit is issued by the City, and no grading shall occur without a two (2) day notice to the City.
3. Install silt fencing in conformance with the approved Erosion Control Plan prior to the grading and construction work. Such fences shall be maintained by the Subdivider until such time as vegetative cover is established in the Subdivision. Install mulching and seeding of all disturbed areas to comply with Municipal Code Chapter 29.

Insure that each individual lot owner obtains a separate erosion control permit at any time that any vegetation is disturbed, and insure that each individual lot owner is responsible for controlling erosion on their subject lot.

SECTION IV : TIME OF COMPLETION OF IMPROVEMENTS

The improvements set forth in Section III, except for final surface course of pavement as described herein, shall be completed by the Subdivider within one (1) year from the signing of this Agreement except if an earlier date is provided for in the Agreement. The final surface course of pavement may be deferred until ninety percent (90%) of the homes have been completed, or thirty-six (36) months after the installation of the first lift of asphalt, whichever comes first.

If the final surface course of pavement, is not completed within twelve (12) months of the date of this Agreement, the Subdivider shall extend the Letter of Credit in a form acceptable to the City until such time as the final surface course of pavement is completed.

If the City receives notice of the intention to terminate the Letter of Credit prior to completion of the final surface course pavement, such notice shall be considered a failure to complete improvements in accordance with this agreement and shall entitle the City to immediately draw against the Letter of Credit.

SECTION V : AS-BUILT CONSTRUCTION PLANS

Subdivider authorizes the City to prepare all necessary as-built construction plans for improvements to be dedicated to the City. Subdivider agrees to reimburse City for all costs incurred in the preparation and distribution of as-built data, including collection of data, revisions to construction documents and upload of data to City's Geographic Information System, and City may utilize Subdivider's Developers Deposit account for all charges related hereto.

Subdivider authorizes the City to convert digital files submitted by Subdivider pursuant to Section 18.32(3)(i) of the Municipal Code of the City of Muskego and Common Council Resolution No. 196-2002 to any format deemed necessary by City. Subdivider agrees to reimburse City for all costs incurred in said conversions and City may utilize Subdivider's Developers Deposit account for all charges related hereto.

SECTION VI : DEDICATION AND ACCEPTANCE OF IMPROVEMENTS

Subject to all of the other provisions of this agreement, Subdivider shall, without charge to the City, upon completion of the above described improvements, unconditionally give, grant, convey and fully dedicate the streets, sanitary sewers, watermains, storm water drainage facilities (excluding those facilities which are to be owned and maintained by _____ Home Owners Association) to the City, its successors and assigns, forever, free and clear of all encumbrances (except those encumbrances that may be acceptable to the City) whatever together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes lines, plant, machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. The City will be receptive to the dedications of improvements, except private storm water drainage facilities, after the first lift of bituminous concrete pavement has been installed, when all said utilities have been completed and approved by the City Engineers and other agencies as applicable.

Dedication shall not constitute acceptance of any improvement by the City. The City shall not accept the dedication of any improvements which do not fully comply with City standards and specifications. Claims of financial hardship by the Subdivider shall not be considered a reason for the City to accept substandard materials or work.

At such time as all improvements are completed and acceptable as called for under this Agreement, and all approvals have been received from regulatory agencies, such improvements shall be accepted by the City by separate Resolution. The Resolution of Acceptance shall be recorded with the Waukesha County Register of Deeds.

The City shall have the right to connect to or integrate other utility facilities with the improvements provided herein without payment, award, or consent required of the Subdivider.

SECTION VII : REMEDIES UPON DEFAULT

The following shall constitute a default by the Subdivider under this Agreement: If Subdivider should file for bankruptcy or be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors; if the Subdivider or its general contractors should disregard or otherwise violate any Statutes, Ordinances, regulations, orders, or instructions of the City or any of its employees, agents, committees or commissions; or upon failure of performance by Subdivider or Subdivider's contractor or subcontractors to construct, install, furnish and provide any improvement required under this Agreement; or upon any other Subdivider default or failure to perform under any provision of this Agreement.

Upon the occurrence of a default as defined herein, and without prejudice to any other right or remedy of the City, including the right to damages, the City shall give the Subdivider and its surety or insurer or holder of the financial guarantee provided for pursuant to this Agreement ten (10) days written notice and opportunity to cure. If the default is not cured to the City's sole satisfaction within the ten (10) day period, the City may take possession of the premises and all of the materials thereon, draw upon the Letter of Credit or any other financial guarantee posted or filed by the Subdivider and finish the work by whatever method the City may deem expedient. Subdivider, or its surety in the event of default, shall pay the City the entire cost of completion of the work if funds from the Letter of Credit or other financial guarantee posted or filed by the Subdivider are insufficient to cover the entire cost of completion.

SECTION VIII : INSPECTION AND ADMINISTRATIONS FEES

Subdivider shall pay and reimburse the City in advance of the signing of the Agreement, in accordance with Section 18.14 of the Land Division Ordinance and Ordinance No. 909, and at times specified herein, but in any event, no later than thirty (30) days after billing, all fees, expenses and disbursements which shall be incurred by the City prior to and following the date hereof in connection with or relative to the construction, installation, dedication and acceptance of the improvements covered by Section III, including without limitation by reason of enumeration, design, engineering, preparing, checking and review of designs, plans and specifications, supervision, inspection to insure that construction is in compliance with the applicable plans, specifications, regulations and ordinances; and legal, administrative and fiscal work undertaken to assure and implement such compliance. Failure to pay or reimburse the City in a timely manner may cause the City to cease all construction inspections until such time as all anticipated or outstanding inspection and administration fees have been satisfied.

SECTION IX : MISCELLANEOUS REQUIREMENTS

The Subdivider shall:

1. **Easements**: Provide any easements on Subdivider's land deeded necessary by the Director of Engineering and Buildings prior to the Final Plat being signed, provided such easements are along lot lines or to the rear of the lots and are not any more restrictive to the building of homes beyond the applicable side yard and offset distances required by the zoning for such lots.
3. **Manner of Performance**: Cause all construction called for by this Agreement to be carried out and performed in a good and workmanlike manner.

SECTION X: GENERAL CONDITIONS AND REGULATIONS

Municipal Codes and Ordinances: All the provisions of the City's ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth at length herein. This Agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said ordinances.

SECTION XI : GUARANTEES:

The Subdivider shall guarantee the public roads and streets, sanitary sewers, watermains, surface water drainage improvements and all other improvements described in Section III, against defects due to faulty materials or workmanship provided that such defects appear within a period of one (1) year from the date of acceptance. The Subdivider shall pay for any damages to City property resulting from such faulty materials or workmanship. This guarantee shall not be a bar to any action the City might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situation.

SECTION XII : GENERAL INDEMNITY:

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, Subdivider shall indemnify and save harmless, and agrees to accept tender of defense and to defend and pay any and all reasonable legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the City its officers, agents, and employees, and independent contractors growing out of this agreement as stated above by any party or parties except those claims asserted by Subdivider against City, its officers, agents and employees in an effort to enforce this Agreement. The Subdivider shall also name as additional

insured on its general liability insurance the City, its officers, agents, and employees, and any independent contractors hired by the City to perform service as to this Subdivision and give the City evidence of the same upon request by the City.

- a) Hold Harmless. The Subdivider shall indemnify and hold harmless the City, its officers, agents, independent contractors, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of the Work, providing that any such claim, damage, loss, or expense (i) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of the Subdivider, its officers, agents, independent contractors, and employees or anyone for whose acts any of them may be made liable, regardless of whether or not it is caused in part by a party indemnified herein. In any and all claims against the City, its officers, agents, independent contractors, and employees by the Subdivider, its officers, agents, independent contractors, employees, and anyone directly or indirectly employed by any of them or anyone for whose acts any of they may be held liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Subdivider, its officers, agents, independent contractors, employees under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.
- b) Personal Liability of Public Officials. In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the City officers, agents, independent contractors, or employees, it being expressly understood and agreed that in such matters they act as agents and representatives of the City.
- c) Indemnification for Environmental Contamination. The Subdivider shall indemnify, defend, and hold City and its officers, agents, independent contractors, and employees harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys, consultants, and experts) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to, or in connection with the Plat and this Agreement (including but not limited to street right-of-way) of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of all improvements. Without limiting the generality of the foregoing, the indemnification by the Subdivider shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required by any local, State, or Federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property, whether the soil, groundwater, air, or any other receptor. The City agrees that it will immediately notify Subdivider of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in or on the real property. Upon receipt of notice from the City or other entities, Subdivider shall investigate and rectify conditions which indicate the presence of or suspected presence of contamination on the subject property as identified by local, state, or federal agencies in order to comply with applicable laws.

Subdivider shall, at its expense, obtain and carry comprehensive general liability insurance with combined single limits of at least One Million Dollars (\$1,000,000.00) for one person and at least Five Million Dollars (\$5,000,000.00) per occurrence, and at least One Million Dollars (\$1,000,000.00) property damage (or such higher amounts as the City shall from time to time deem reasonable). Such policy shall cover both Subdivider and the City and its agents, employees, and officials, and all insurers shall agree not to cancel or change the same without at least thirty (30) days written notice to the City. A certificate of Subdivider's insurance shall be furnished to the City upon execution of this Agreement. Each such policy shall provide that no act or default of any person other than the City or its agents shall render the policy void as to the City or effect the City's right to recover thereon.

SECTION XIII : AGREEMENT FOR BENEFIT OF PURCHASERS:

The Subdivider shall agree that in addition to the City's rights herein, the provisions of this Agreement shall be for the benefit of the purchaser of any lot or any interest in any lot or parcel of land in the Subdivision. Further, that the sale of any lot or parcel shall not release the Subdivider from completing the work provided for under this Agreement, by applicable Ordinances and as set forth in the plans and specifications on file in the City Building and Engineering Department.

SECTION XIV. CONSTRUCTION PERMITS, ETC...

The City shall, within its authority:

1. Issue such permits, adopt such resolutions, and execute such documents as may be necessary to permit the Subdivider to construct the improvements in accordance with the plans and specifications called for by this agreement, upon Subdivider's compliance with any deposit provisions or other requirements of the applicable ordinances or regulations.
2. Furnish the Subdivider such permits or easements as may be required to enter upon and install the previous described improvements in any public street or public property.
3. Cooperate with the Subdivider in obtaining similar permits, resolutions and documents as may be necessary from other authorities having jurisdiction in the premises.
4. Make available to the Subdivider or their nominee successors or assigns, permits for the construction of single family residences subject to the provision of Section ____.

SECTION XV. BUILDING AND OCCUPANCY PERMITS:

It is expressly understood and agreed that no building permits or occupancy permits shall be issued for any homes until the Director of Engineering and Building has determined that:

1. The sanitary sewer, water and surface water drainage facilities required to serve such homes are connected with an operational system as required herein, and the installation of the bituminous concrete base course pavement has been properly installed, and
2. Deed Restrictions and the Stormwater Management Maintenance Agreement have been recorded, and
3. Video tape of sanitary sewer system has been completed by the Utilities Department, and the results found acceptable by the Utility Superintendent, and
4. Certification is provided to the Director of Engineering and Building by a Registered Land Surveyor that all lot grades conform to the Master Grading Plan, and
5. Negative balance in Developer's Deposit is satisfied unless otherwise authorized by the Planning Director.

It is expressly understood and agreed that no occupancy permits shall be issued for any homes until the Planning Director has determined that:

1. Street Tree Plans as required by Section III E (3) of this Agreement have been approved.

SECTION XVI. FINANCIAL GUARANTEES:

1. LETTER OF CREDIT: Concurrent with the execution of this Agreement by the City, the Subdivider shall file with the City a Letter of Credit setting forth terms and conditions approved by the City Attorney and Finance Committee on _____ in the amount of \$_____ as a guarantee that the required plans, improvements, and improvements will be completed by the Subdivider and his subcontractors no later than one (1) year from signing of the Agreement, except if another date is provided within this Agreement and as a further guarantee that all obligations to the subcontractors for work on the Subdivision are satisfied.
 - a) Invoices: Invoices documenting public improvements addressed and not addressed in the Letter of Credit, but attributable to the subject development shall be provided to the City.
 - b) Reduction Of Letter Of Credit Balance: The Subdivider shall provide Director of Engineering and Building with a written request accompanied by: invoices for work completed for which a release is being requested, breakdown of invoices in the format of the Public Improvement Cost Breakdown form, and signed original lien waivers for all work which is subject of the release request. The Director of Engineering and Building will process all requests in accordance with policies adopted by the Finance Committee, as may be amended from time to time.
2. DEVELOPER'S DEPOSIT: The Subdivider shall maintain a \$_____ balance in the Developer's Deposit. No reduction of the Letter of Credit balance shall be entertained until the Developer's Deposit is satisfied unless otherwise authorized by the Common Council following a recommendation of the Finance Committee.
3. PRESERVATION OF ASSESSMENT RIGHTS:
 - a) Waiver of Notice. In addition to other remedies provided to the City by this Agreement, the City shall have the right, without notice or hearing, to impose special assessments for any amount to which the City is entitled by virtue of this Agreement upon the Subdivision. This provision constitutes the Subdivider's consent to the installation by the City of all improvements required by this Agreement and constitutes the Subdivider's waiver of notice and consent to all special assessment proceedings as described in Section 66.0703(7)(b), Wis. Statutes.
 - b) Remedies not exclusive. The City may use any other remedies available to it under the Agreement or in law or equity in addition to, or in lieu of, the remedies provided herein.

SECTION XVII. PARTIES BOUND:

Subdivider or its assignees shall be bound by the terms of this agreement or any part herein as it applies to any phase of the development. Approval by the City shall not be deemed a waiver as the ultimate responsibility for the proper design and installation of streets improvements, drive and parking areas, water facilities, drainage facilities, ditches, landscaping and all other improvements shall be the Subdividers. The fact that the City or it's engineers, or it's attorney, or it's staff may approve a specific project shall not constitute a waiver, or relieve the Subdivider from ultimate responsibility for the design, performance, and function of the Development and related infrastructure.

SECTION XVIII. AMENDMENTS AND ASSIGNMENT:

Subdivider shall not assign this Agreement without the written consent of the City. The City and the Subdivider, by mutual consent, may amend this agreement, by written agreement between the City and the Subdivider.

SECTION XIX : NOTICES AND CORRESPONDENCE

Unless otherwise stated in this Agreement, the delivery of all notices and correspondence shall only be effective upon being delivered personally, sent by prepaid United States Postal Service certified mail with return receipt requested, sent by facsimile with transmission confirmation, or sent by electronic mail with return receipt requested, to all parties as follows:

To City:

Planning Department
City of Muskego
POB 749
W182 S8200 Racine Avenue
Muskego, WI 53150-0749
(262) 679-4136
(262) 679-5614 facsimile

To Subdivider:

All notices shall be considered to have been delivered at the time such notices are personally delivered to each party, or three (3) days after the date of postmark on any prepaid certified letter, facsimile transmission, or electronic mail.

Parties to this Agreement shall give fifteen (15) days notice of any change of mailing address, telephone or facsimile number, or electronic mail address. Failure to provide said notice may constitute a default by the party.

SECTION XX: PARTIES TO THE AGREEMENT

IN WITNESS HEREOF, Subdivider has caused this Agreement to be signed by their appropriate officers and their seals to be hereunto affixed in duplicate original counterparts on the date and year first written above.

SUBDIVIDER:

By: _____

By: _____

STATE OF WISCONSIN) SS
WAUKESHA COUNTY)

PERSONALLY came before me this _____ day of _____, _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public-State of Wisconsin
My Commission Expires _____

IN WITNESS HEREOF, City has caused this Agreement to be signed by their appropriate officers and their seals to be hereunto affixed in duplicate original counterparts on the date and year first written above.

CITY OF MUSKEGO:

BY: _____
[name of mayor], Mayor

BY: _____
[name of clerk], City Clerk/Treasurer

STATE OF WISCONSIN) SS
WAUKESHA COUNTY)

PERSONALLY came before me this _____ day of _____, [year], the above named [name of mayor], Mayor, and [name of clerk], City Clerk/Treasurer, of the above-named municipal corporation City of Muskego, to me known to be the persons executed the foregoing instrument, and to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the Common Council from their meeting on the _____ day of _____, _____.

Notary Public-State of Wisconsin
My Commission Expires _____

CERTIFICATION

This is to certify that the foregoing is a true and correct copy of the Subdivider's Agreement for [name] Subdivision, Muskego, Wisconsin, as entered into on the ____ day of _____, _____, by and between _____ and the City Of Muskego, pursuant to the authorization by the Common Council from their meeting on the ____ day of _____, _____.

BY THE COMMON COUNCIL

[clerk name], CMC
City Clerk/Treasurer

SUBSCRIBED AND SWORN TO BEFORE ME
this__ day of _____ , _____.

(Notary Public)

My commission expires _____

PROTECTIVE COVENANTS

INTRODUCTION

Developers are encouraged to author Deed restrictions and Protective Covenants in order to assist in the creation of a quality built environment. Protective Covenants are only required by the City when the construction of a Planned Unit Development is proposed to be phased over a number of years. The model declaration, below, is used for all phased Planned Unit Developments.

PROCEDURE

1. Applicant submits plat documents per Procedure Guide.
2. Plan Department prepares the *Declaration of Restrictions for OPD Projects* using the Model Declaration, below, and modifies it to reflect the unique characteristics of the project.
3. Plan Commission reviews the Declaration concurrent with the Final Plat, and makes a recommendation to Common Council.
4. Common Council reviews the matter concurrent with Final approvals.
5. At the Closing Meeting, the applicant provides the City with a signed and notarized copy of the Declaration.
6. Applicant records the declaration at the Waukesha County Register of Deeds, with original returned to the Planning Department.
7. Planning Department places the original on file.

MODEL DECLARATION

DECLARATION OF RESTRICTIONS
FOR OPD PROJECTS

WHEREAS, the undersigned are all of the owners of all of the land described on Exhibit "A" which is attached hereto and made a part hereof; and

WHEREAS, the undersigned have requested the CITY OF MUSKEGO, hereinafter referred to as "CITY", to rezone all of said land to ___/OPD.; and

WHEREAS, the CITY has approved the concept of such a change; and

WHEREAS, the undersigned now wishes to develop said property in phases; and

WHEREAS, the undersigned wishes the zoning of the phase it now wishes to develop be amended to a zero-zero (00) lot subdivision known as _____ shown on Exhibit "B", and

WHEREAS, the proposed phase does not in itself support the zoning change requested, but the property described on Exhibit "A" taken as a whole does support such a change if developed in accord with the concept which has been approved; and

WHEREAS, the undersigned wishes the CITY to enact the ___ / OPD zoning for the phase now to be developed and is willing to restrict the use of the remaining land to 00 single family lots, 00 duplex lots and 00 eight-family lots.

NOW, THEREFORE, BE IT RESOLVED, for valuable consideration acknowledged by the undersigned, the following;

1. All of the land described on Exhibit "A" is now restricted to be used as land subject to a ___OPD zoning, subject to the use of land being made in the prior phase or phases and further subject to all necessary future CITY approvals; and
2. No development of the land described in Exhibit "A" other than that in the phase now being rezoned is allowed without future CITY approval; and
3. This restriction, in part, restricts the maximum density to which the remaining lands subject to this restriction can be developed and may require certain open space requirements; and
4. All lands described on Exhibit "A" are subject to all agreements of the undersigned, but not a Subdivider's Agreement.
5. These restrictions are covenants running with the land.

IN WITNESS WHEREOF, the undersigned owners have executed this Declaration of Restrictions this day
of , 200

STATE OF WISCONSIN)
)SS.
COUNTY OF WAUKESHA)

Personally came before me this day of , 200 , the above named _____ to me known
to be the persons who execute the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI

My Commission expires:_____

DEVELOPER DEPOSIT POLICY

INTRODUCTION

The Developer's Deposit is used by the City for costs associated with plan checking and other reviews by our consulting engineers, attorneys, planners, etc. The fee may also be used to offset the cost of construction inspections. Upon final acceptance of the improvements, any remaining portion of the Developer's Deposit will be returned to the developer.

PROCEDURE TO ESTABLISH

1. The developer submits Improvement Plans and / or Construction Plans along with the appropriate review fees. The amount of the Developer Deposit is then determined by the Plan Director or his designee based upon on the size and type of development, as follows:

RESIDENTIAL DEVELOPMENTS (INCLUDES MULTI-FAMILY)

1 TO 4 UNITS w/o new infrastructure =	\$ 300
1 TO 4 UNITS w/ new infrastructure =	\$ 2,000
5 TO 10 UNITS =	\$ 4,000
11 TO 25 UNITS =	\$ 7,500
26 TO 50 UNITS =	\$ 10,000
MORE THAN 51 UNITS =	\$ 15,000

COMMERCIAL DEVELOPMENTS

UP TO 10,000 SQUARE FEET OF (GLA)	\$ 3,000
FROM 10,001 UP TO 50,000 SQUARE FEET OF (GLA)	\$ 7,500
FROM 50,001 UP TO 100,000 SQUARE FEET OF (GLA)	\$ 10,000
GREATER THAN 100,000 SQUARE FEET OF (GLA)	\$ 15,000

REZONING PETITIONS, CONDITIONAL USE GRANT PETITIONS

Base deposit, plus \$500

WIRELESS COMMUNICATION FACILITIES

New Towers	\$ 5,000
Co Locations	\$ 2,000

SPECIAL PROJECTS

Extraterritorial Certified Survey maps:	\$100.00
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Deposits for other projects are as determined by the Planning Director on a case-by-case basis, with a minimum of \$ 100.00

2. The Planning Department will not route plans to the City Engineer or any Committee for review unless the Developers Deposit has been received or (replenished to its required level).
3. The Planning Department will check the status of the Developers Deposit at the time of building permit application. The Developers Deposit must be replenished to its original balance prior to release of building permits for the project. The Plan Director or his designee may waive this requirement.

4. The moneys are deposited into a segregated account for each project. The Plan Director or his designee may require a separate Developer Deposit for each phase of a multiple-phase project.

PROCEDURE TO USE FUNDS

1. As charges pertaining to the development accrue, the City Finance Department codes the bills so that review costs come out of the Developer Deposit.
2. A copy of all accrued charges is sent to the developer. The City pays the charges from the Developer Deposit. The Finance Department maintains spreadsheets for each individual project account, and provides updates to the developer as bills are paid from the Developers Deposit.

PROCEDURE TO CLOSE ACCOUNT

1. Sixty days after acceptance of improvements, all charges should be received and processed through the account. At this time the account holder may file a written request for account closure with the Planning Department.
2. Planning Department verifies with Finance Department that there are no outstanding invoices or unpaid charges.
3. If there are no outstanding invoices or charges, Planning Department provides Finance Department with authorization to close account.
4. Finance Department prepares voucher for Finance Committee approval.
5. Upon approval Finance Department issues check for the account balance.

WETLAND DELINEATION DEPOSIT POLICY

INTRODUCTION

Wetland delineations are conducted free of charge by the Southeastern Wisconsin Regional Planning Commission (SEWRPC). Such work is performed only when a property owner makes a request to the City Planning Department, and the City forwards the request to SEWRPC. In exchange for the receipt of this free service, the owner is required to hire a registered land surveyor to immediately record the findings of the Commission. Since SEWRPC does the delineations as a free service, they do them as time allows. On average, it takes about four to six months to schedule this free service.

NOTE: *As an alternate to this policy, a property owner may (at their sole expense and at no cost to the City) hire a private firm to conduct a wetland delineation. All private work must be approved by the Wisconsin DNR and / or Army Corps of Engineers.*

LETTER OF CREDIT POLICY

INTRODUCTION

Any time a private party chooses to construct public improvements, a Letter of Credit is required as security. If the party defaults on their obligations, the City may draw upon the Letter of Credit, and use the monies to complete the project. Letters of Credit are security for the City, and differ from a line of credit, which the party may establish with a lender in order to pay contractors.

The letter of credit amount varies, but in any case must be sufficient to assure that the work can be completed without cost to the City, in the event of default. As the party completes work associated with the Letter of Credit, the risk to the City is reduced, and the party may request a reduction in the City's security.

PROCEDURE TO ESTABLISH

Infrastructure Development can proceed at the Final Plat, CSM, or Final Building Site and Operational Plan (BSO) stage if all construction/improvement plans have been approved

1. The Final Plat, CSM, or BSO plan is approved by the Plan Commission and, where necessary, the Common Council in accordance with the procedure outlined in the Procedure Manual.
2. The Public Improvement Cost Breakdown Sheet is submitted by the party and sent to City Engineers for review. City Engineer recommends revisions if necessary, and forwards to Finance Department who establishes a spreadsheet.
3. Planning Department prepares Subdivider's Agreement for approval by Finance Committee and Common Council.
4. Finance Committee reviews party's proposed cost breakdown, and City Engineer's recommended cost breakdown and approves one of them. Approval of the Public Improvement Cost breakdown establishes Letter of Credit amount (which includes the costs for the City Engineer to review and approve the actual construction of infrastructure).
5. City Attorney reviews the Letter of Credit along with the Subdivider's Agreement for its form and legality.
6. Letter of Credit form and amount are approved by Common Council. All fees are paid, documents signed and recorded.
7. Construction may begin for work approved in that phase (after the pre-construction meeting per policy).

PROCEDURE TO REDUCE

1. As construction proceeds, the City Engineer reviews (inspects) work. This generates a City Engineer bill that is paid from the Developer's Deposit. In the event the party fails to maintain sufficient funds in the Developers Deposit account, the City may seize the amount of money necessary from the Letter of Credit. A copy of this bill or invoice is sent to the party. This City Engineer bill goes to the Finance Committee for approval in accordance with adopted procedures for accounts payable.
2. As work is recommended for approval by the City Engineer, the party provides a written request for "Reduction of Letter of Credit" to the Director of Building and Engineering, for work that is completed. The party also submits the itemized list of improvements installed, along with invoices related thereto

(the City subsequently submits to Public Service Commission for water and sewer improvements), and lien waivers for all work completed which relates to the requested reduction.

3. The Request for Reduction of Letter of Credit is reviewed by the Director of Building and Engineering, to determine if all required items have been submitted. If not, the Director of Building and Engineering informs the developer in writing, and the Request for is not processed. When all required items are received and verified by the Director of Building and Engineering, they are forwarded to the City Engineer to ensure that all work is complete, to ensure that all punch list items are completed to the City's satisfaction, and to ensure that there are enough funds remaining in the Letter of Credit to complete the project.
4. If the Director of Building and Engineering approves the "Reduction of Letter of Credit" a written recommendation is forwarded to the Finance Department along with all documentation required by No. 2 above. Finance Department amends the Public Improvement Cost Breakdown, and forwards copies of all items to Director of Building and Engineering, who puts the Request on the agenda for the Finance Committee.
5. Requests for "Reduction of Letter of Credit" are reviewed by the Finance Committee. Common Council approves the Reduction through the approval of the Finance Committee minutes.
6. Following Common Council approval, a Letter is drafted by Finance Department, signed by the Mayor, and sent to bank to authorize the reduction of the City's security. A copy of the authorization letter is sent to the Planning Department, Building & Engineering Department, and the private party.

PROCEDURE TO EXPIRE

1. Ninety (90) days prior to the expiration of the Letter of Credit, the financial institution sends the City notification expiration.
2. City sends City Engineer copy of financial institution's letter to verify if it's OK for the Letter of Credit to expire. The Director of Building and Engineering and Planning Director review the project status and confirm that the Letter of Credit may expire.
3. The recommendations of the City Engineer, Building & Engineering Director, and Planning Director regarding the expiration of the Letter of Credit is brought before the Finance Committee for their approval.
4. Common Council approves/denies the expiration of the Letter of Credit through the approval of the Finance Committee minutes.
5. If the Common Council denies the extension of the Letter of Credit, the City will draw on all remaining funds.

MODEL LETTER OF CREDIT

The following letter is approved as to form and content. It should be used in all cases, unless another form is approved by the City Attorney, Finance Committee, and Common Council.

[LETTERHEAD OF LENDING INSTITUTION]

Letter of Credit No. _____

Amount: \$[amount]

Applicant: [name of applicant]
 [company of applicant]
 [address of applicant]
 [city, state zip]

Beneficiary: City of Muskego
 Post Office Box 749
 W182 S8200 Racine Ave.
 Muskego, WI 53150-0749

Dear Sirs:

We hereby issue this irrevocable documentary credit in your favor which is available by beneficiary's draft(s) at sight drawn on *[name of lending institution]*. Each Draft accompanying documents must state "Drawn Under *[name of lending institution]* Documentary Credit No. _____."

This Standby Credit is to provide a guarantee to the City of Muskego for the performance of Applicant obligations under that certain agreement dated _____, 20____ [date of closing meeting with the City] between the City of Muskego and Applicant.

DRAFTS ARE TO BE ACCOMPANIED BY:

A statement signed by the Mayor of the City of Muskego stating that Applicant has failed to complete the construction of subdivision improvements in accordance with said Agreement or otherwise comply with the obligations of the Agreement. Said statement shall set forth the estimated amount necessary for the City of Muskego to complete such improvements or otherwise comply with the obligations of the Agreement.

SPECIAL CONDITIONS:

This Standby Credit will terminate on the ___ day of _____, _____ [must be 15 months from date of execution] provided, however, *[name of lending institution]* shall give written notice to the beneficiary of its intention to terminate this standby credit at ninety (90) days prior to the ___ day of _____, _____. After said date, this letter of credit can only terminate upon ninety (90) days written notice to the beneficiary. 38

It is hereby agreed by all parties hereto that the reference to "Agreement" is for identification purposes only and such reference shall not be construed in any manner to required *[name of lending institution]*, to inquire into its terms and obligations.

We encourage with you that drafts drawn under and in compliance with the terms of this credit will be duly honored if presented on or before the expiration date. This original Standby Credit must be submitted to us together with any drawings hereunder for our endorsement of any payments effected by us and/or for cancellation.

Sincerely,
[name of lending institution]

BY:

PUBLIC IMPROVEMENT COST BREAKDOWN

Indicate the cost of each public improvement to be installed. List amounts for each category and sub-category item. Contractors bid estimates shall be submitted with this breakdown. The City Engineer will review this breakdown and approve a total amount to establish a Letter of Credit.

	Amount
1. Road Construction	
a. Excavation to subgrade	_____
b. Stone base material	_____
c. Bituminous base course pavement	_____
d. Bituminous surface course pavement	_____
e. Concrete pavement	_____
f. Other	_____
TOTAL	_____
2. Site Grading-Landscaping	
a. Lot grading	_____
b. Drainage ditch construction	_____
c. Retention pond construction	_____
d. Parking area construction-incl. pavement	_____
e. Tree & shrub plantings	_____
f. Landscaping as specified by City	_____
g. Erosion control	_____
h. Other	_____
TOTAL	_____
3. Topsoil, Seeding/Sodding	
a. Road ditch area	_____
b. Terrace areas-in R.O.W.	_____
c. Drainage ditches	_____
d. Retention ponds	_____
e. Areas as specified by City	_____
f. Other	_____
TOTAL	_____
4. Concrete Improvements	
a. Curb & gutter	_____
b. Sidewalk	_____
c. Blvd./traffic islands	_____
d. Ditch inverts	_____
e. Other	_____
TOTAL	_____
5. Sanitary Sewer System	
a. Mains, risers & manholes	_____
b. Laterals	_____
c. Dumping station & generator	_____
d. Force main	_____
e. Grinder pumps & chamber- individual dwelling	_____
f. Other	_____
TOTAL	_____

6. Water Main System	
a. Mains, valves, & manholes	_____
b. Hydrants & leads	_____
c. Water services	_____
d. Well & pumphouse	_____
e. Other	_____
TOTAL	_____
7. Storm Sewer System	
a. Mains & manholes	_____
b. Catch basins & leads	_____
c. Culverts	_____
d. Drain tile	_____
e. Headwalls/discharge structures	_____
f. Other	_____
TOTAL	_____
8. Special/Misc. Improvements	
a. Street lights	_____
b. Street signs	_____
c. Signs as specified by City	_____
d. Other	_____
TOTAL	_____
9. Fees	
a. City administration	_____
b. Engineering inspections	_____
(required for all Letters of Credit)	
c. Engineering-as built drawings for w/s	_____
d. Legal	_____
e. Land acquisition	_____
TOTAL	_____
TOTAL PROJECT ESTIMATE	_____

NOTE: At time of submittal of the Letter of Credit, the developer, as per Section 10.8 of the Land Division Ordinance, shall submit an administrative fee per public improvement category in accordance with the adopted fee schedule; excepting the categories of Special/Misc. Improvements and Fees. (Categories 8 & 9)

**MODEL IRREVOCABLE STANDBY DOCUMENTARY CREDIT –
WIRELESS COMMUNICATION FACILITIES**

[LETTERHEAD OF LENDING INSTITUTION]

Letter of Credit No. [number]

Amount: USD \$[amount]

Date: [date of issuance]

Applicant:

[name]
[address]

Beneficiary:

CITY OF MUSKEGO
W182 S8200 RACINE AVENUE
MUSKEGO, WI 53150-0749

Dear Sirs:

We hereby establish this irrevocable standby Letter of Credit No. [number] in your favor, for an aggregate amount not to exceed the amount indicated above, expiring at the close of business on [expiration date one (1) year from date above] or any automatically extended expiry date.

This Letter of Credit is available with the [name of lending institution] against presentation of your draft at sight drawn on the [name of lending institution] and upon receipt of a written statement signed by the city of Muskego stating that “the communications facilities have not been removed and the premises restored to its previous condition, reasonable wear and tear excepted.”

Our customer advises us that: “This Letter of Credit refers to resolution # PC [resolution number] dated [date of plan commission approval].”

It is a condition of this irrevocable Letter of Credit that it shall be automatically extended without amendment for additional one year periods from the present or each future expiration date, unless at least ninety (90) days prior to such date we send you notice in writing by registered mail, or hand delivery at the above address, that we elect not to renew this Letter of Credit for such additional period.

All correspondence and any drawings hereunder are to be directed to our office at [lending institution mailing address], Attention: [name of department or personnel]. Customer inquiry numbers are [appropriate phone numbers].

We hereby agree with you that drafts drawn under and in compliance with the terms and conditions of this Letter of Credit will be duly honored.

This credit is subject to the uniform customs and practice for Documentary Credit (1993 revision) International Chamber of Commerce, publication no. 500.

The number and the date of our credit and the name of our bank must be quoted on all drafts required.

[name of lending institution]

Authorized Signature

INSURANCE POLICY

INTRODUCTION

Insurance is required as part of all developer's agreements to insure both the developer and the City, its agents, employees, and officials.

PROCEDURE

1. As stated in the developer's agreement, the developer shall, at its expense, obtain and carry comprehensive general liability insurance with combined single limits of at least One Million Dollars (\$1,000,000.00) for one person and at least Five Million Dollars (\$5,000,000.00) per occurrence, and at least One Million Dollars (\$1,000,000.00) property damage (or such higher amounts as the City shall from time to time deem reasonable).
2. Proof of the insurance shall be provided on the City approved form (Below). The original form shall be provided before the closing meeting, prior to final City signatures being received on recording documents.

STANDARD INSURANCE FORM

The form on the following page must be used as a standard template for all insurance policies.

CERTIFICATE OF INSURANCE

PROJECT: _____

This is to certify that the policies listed below have been issued to the insured named below by the Company(s) indicated below and are in force at this date. The insurance coverages listed will not be canceled, materially changed or renewal refused until at least thirty (30) days written notice has been given to the OWNER.

The holder of this certificate is a party to the Certificate of Insurance pursuant to Subdividers Agreement between City of Muskego and _____.

COMPANIES AFFORDING COVERAGES

COMPANY A
LETTER
AGENCY NAME:
ADDRESS:
SIGNATURE:
AUTHORIZED REPRESENTATIVE
DATE:

COMPANY C
LETTER
AGENCY NAME:
ADDRESS:
SIGNATURE:
AUTHORIZED REPRESENTATIVE
DATE:

COMPANY B
LETTER
AGENCY NAME:
ADDRESS:
SIGNATURE:
AUTHORIZED REPRESENTATIVE
DATE:

COMPANY D
LETTER
AGENCY NAME:
ADDRESS:
SIGNATURE:
AUTHORIZED REPRESENTATIVE
DATE:

NAME AND ADDRESS OF INSURED:
NAME:
ADDRESS:
NAME AND ADDRESS OF CERTIFICATE HOLDER:
NAME:
ADDRESS:

NAME(S) AND ADDRESS(S) OF ADDITIONALLY INSURED:
NAME: City of Muskego
ADDRESS W182 S8200 Racine Avenue
PO Box 749
Muskego, WI 53150-0749
NAME:
ADDRESS:
NAME:
ADDRESS:
NAME:
ADDRESS

City of Muskego
 Chapter 2 - Developers Procedure Manual

Company Letter	Type of Insurance	Policy Number	Policy Expiration Date	Limits of Liability in Thousands (000)	
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY			Statutory Each Acc Disease-Policy Limit Disease-Each Employee	
	MOTOR VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>			CSL	
				Bodily Injury (Per Person)	
				Bodily Injury (Per Accident)	
				Property	
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GEN LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROTECTIVE <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> COMPLETED OPERATIONS			General Aggregate	
				Prods-Comp/Ops Agg.	
				Pers. & Advg. Injury	
				Each Occurrence	
				Fire Damage (Any One Fire)	
				Medical Expense (Any One Person)	
				Contractual Liability	
				Completed Operations	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			Aggregate	Each Occurrence
				OTHER	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIALTIES

DATE ISSUED _____

AUTHORIZED SIGNATURE _____

MODEL HOME POLICY

INTRODUCTION

From time to time, the seasonal constraints of Wisconsin's construction season conflict with the City's policy which prohibits the start of home construction prior to the completion of all infrastructure improvements in new subdivisions. The Common Council may grant exceptions to this policy through the execution of a Model Home Agreement.

PROCEDURE

1. During Plat Approval process or during improvement construction process, Applicant makes a written request to the Planning Department for a specified number of model homes.
2. Planning Department reviews the request with City Engineer, Deputy Building Director, Public Works Superintendent, Utility Superintendent, Fire Chief, and Police Chief.
3. If there are objections, the Applicant is advised and the policy as detailed in the Developer's Agreement remains in effect. If there are no objections, Planning Department prepares a Model Home Agreement using the Standard Agreement Template below, modifying the document to reflect the unique circumstances of the project.
4. Finance Committee reviews and acts upon the Agreement, making a recommendation to the Common Council.
5. Common Council acts on the Agreement by Resolution.
6. If approved, Applicant may execute the Agreement and may apply for building permits as stipulated therein.

STANDARD AGREEMENT

The form on the following page is used as a standard template for all Model Home Agreements. Each Agreement is modified by the Planning Department to reflect the unique circumstances of the project.

DEVELOPMENT
MODEL HOME AGREEMENT – LOTS # , # , AND #

_____, hereinafter referred to as "Subdivider", hereby certifies that Subdivider is platting and constructing _____ in the City of Muskego.

_____, hereinafter referred to as "Builder", hereby certifies that they understand that Section _____ of the Subdivider's Agreement for _____ provides that:

"It is expressly understood and agreed that no building permits or occupancy permits shall be issued for any homes until the Director of Engineering and Building has determined that:

1. The sanitary sewer, water main, and surface water drainage facilities required to serve the Property are connected with an operational system as required herein, and installation of the bituminous concrete base course pavement has been properly installed, and
2. Video tape of sanitary sewer system has been completed by the Utilities Department, and the results found acceptable by the Utility Superintendent, and
3. Certification is provided to the Director of Engineering and Building by a Registered Land Surveyor that all lot grades conform to the Master Grading Plan, and
4. Negative balance in Developer's Deposit is satisfied unless otherwise authorized by the Planning Director.

Subdivider and Builder jointly and severally acknowledge notice of the above referenced conditions and any other applicable conditions, laws, rules, or regulations and agrees to assume all risks of satisfaction of those conditions created as a result of the City's issuance of a building permit, and Subdivider and Builder proceeding with construction of model homes prior to satisfaction of said conditions and any other applicable conditions, laws, rules, or regulations.

Subdivider and Builder jointly and severally specifically agree to indemnify and hold the City of Muskego harmless for any costs or damages incurred if an occupancy permit is not issued due to a failure to satisfy the conditions referenced above, and any other applicable conditions, laws, rules, or regulations.

Subdivider and Builder jointly and severally specifically acknowledge that no occupancy permits for any of the model homes, or any other dwelling in _____, shall be issued prior to satisfaction of the conditions stated above and any other applicable conditions, laws, rules, or regulations.

The undersigned understand the above and request that the City of Muskego issue a permit to build a model homes for lots #__, #__, and #__ of _____.

SUBDIVIDER: _____

By: _____
_____, Manager

STATE OF WISCONSIN) SS
WAUKESHA COUNTY)

PERSONALLY came before me this ___day of _____, 200 _____, Manager _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

City of Muskego
Chapter 2 - Developers Procedure Manual

Notary Public-State of Wisconsin
My Commission Expires_____

BUILDER : _____

By: _____

_____, President

STATE OF WISCONSIN) SS
WAUKESHA COUNTY)

PERSONALLY came before me this __day of _____, 200 _____, President
_____, to me known to be the person who executed the foregoing instrument and
acknowledged the same.

Notary Public-State of Wisconsin
My Commission Expires_____