

CITY/DEVELOPER AGREEMENT

BETWEEN

CITY OF MIDDLETON

AND

[NAME OF DEVELOPMENT CORPORATION]

[PROJECT NAME]

Plan Commission File # _____

Public Works Project # _____

**City of Middleton
Dane County, Wisconsin**

[NAME AND ADDRESS OF OWNER/DEVELOPER]

[date of submittal to City]

[Note: Italics and square brackets "[]" used herein are not to be included in the final document, rather they are used to identify and describe topics for which project-specific text must be added.]

CONTRACT
FOR
[purpose]
[name of development]
City of Middleton, Dane County, Wisconsin

This agreement, (the "Agreement"), entered into by and between the City of Middleton, a Wisconsin Municipal Corporation, (the "City"), and *[name of corporation/developer]*, (the "Developer").

WITNESSETH:

WHEREAS, the Developer wishes to develop *[provide description of property and reasons for entering into agreement]* as shown on the Plat *[or CSM]* attached as Exhibit C (the "Plat"); and

WHEREAS, the Developer wishes to develop said lands in *[state number]* phases as follows: Phase 1 consisting of Lots *[state lot numbers]*, Phase 2 consisting of Lots *[state lot numbers]*, as shown on the phasing diagram attached as Exhibit D; and

WHEREAS, Chapter 19 of the City of Middleton Municipal Code, Subdivision Regulations, requires, among other things, that as a condition of plat approval, the Developer shall enter into an agreement with the City to install all required public improvements for the plat, and that said improvements be constructed by the Developer and dedicated to the City without cost to the City, and the Developer has so agreed; and

WHEREAS, this Agreement pertains only to the public improvements and applicable requirements for development of Phase *[state number]*; and

WHEREAS, construction of public improvements within each of the other phases described above will be controlled by separate City/Developer Agreements;

NOW, THEREFORE

In consideration of the mutual covenants herein set forth, and the approval of the Plat by the City, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the City hereby mutually agree:

The applicable requirements of Chapter 19, Subdivision Regulations apply and are included herein by reference.

[Include as a minimum all the following numbered paragraphs. If a particular item is not applicable, state this in the included paragraph. e.g. "33) No traffic signals are proposed for construction as part of this development." If additional topics apply to a project, add subparagraphs (e.g. 33 a.) in appropriate sections as needed, and renumber cross-referenced paragraphs as necessary.]

SUBMITTALS

The Developer shall:

- 1) Provide to the City, upon submittal of this signed Agreement, a City-approved set of **Project Construction Documents**. The documents shall conform to the conditions of this Agreement and shall be incorporated into this Agreement by reference. As part of the requirements for compliance with the prevailing wage law, the Developer:
 - a) Shall comply with all facets of the prevailing wage law (§66.0903, Wis. Stats.) and shall submit the project to the State of Wisconsin Department of Workforce Development for a determination of the prevailing wage rate for each trade or occupation required for the work in the area in which the work is to be done and those rates shall be incorporated into this contract and may not be changed while this contract is enforce. A copy of the determination shall be attached to the contract documents as an exhibit.
 - b) Shall maintain those records required by §§ 66.0903(10) and 66.0904(8), Wis. Stats. and shall provide full and complete access to the City upon request. The Developer agrees that it is solely and exclusively responsible for compliance with the prevailing wage law and agrees to hold the City harmless for any and all liability that may be incurred by the City for the Developer's failure to comply with the prevailing wage law, including but not limited to payment of back wages, penalties, and actual attorneys fees.
 - c) Shall not allow an employee covered by the prevailing wage rate to work a greater number of hours per day or per week than the prevailing hours of labor unless the employee is paid for all hours worked in excess of the prevailing hours of labor at a rate of at least 1.5 times their hourly basic rate of pay.
- 2) Provide to the City, prior to the award of any project construction contracts, copies of all required **Plats and/or Certified Survey Maps (CSM's) and easements**, signed and recorded.
- 3) Perform **sight distance analysis** of all intersections within or created by the development to determine the need for traffic control signage per the city policy dated July 29, 1992. The Developer shall furnish traffic signs and pavement markings as necessary to provide adequate traffic control.
- 4) Provide to the City, upon submittal of this signed Agreement, a **street tree planting plan** showing locations, size and species of trees. The proposed planting locations, tree sizes and species are subject to the approval of the City Forester.
- 5) Submit to the City an **erosion control plan**, including a schedule of land disturbance and soil restabilization activities, as required by Chapter 28 of the City Ordinances. A copy of the plan must also be submitted to Dane County Land Conservation Division for review and approval. A land disturbing permit will not be issued until the plan is approved.
- 6) Submit to the City a **storm water management plan**, including a schedule of implementation and Storm Water Management System Maintenance Agreement, as required by Chapter 26 of the City Ordinances. A copy of the plan must also be submitted to Dane

County Land Conservation Division for review and approval. A storm water permit will not be issued until the plan is approved and the maintenance agreement is recorded.

- 7) Apply for and acquire all necessary **permits** from other agencies, and submit to the City a written verification of each acquired permit, prior to the award of any project construction contracts; and meet all requirements of the various review agencies and utility companies including, but not limited to, MMSD, DNR, MG&E, DOT, and Dane County.
- 8) Provide to the City, upon submittal of this signed Agreement, evidence satisfactory to the City that the Developer has fulfilled any **archaeological** requirements applicable to the development.

DEPOSITS, DEDICATIONS AND FEES

The Developer shall:

- 9) Deposit with the City, upon submittal of this signed Agreement, the amount of \$_____ for the installation of *[number]* **street lights** within the development, and delivery of two complete lighting fixtures of each non-standard type to be installed. Deposited amounts in excess of actual costs are refundable to the Developer. Actual costs in excess of the deposited amount shall be reimbursed to the City by the Developer within thirty (30) calendar days of City billing date to the Developer. (See Schedule A.)
- 10) Deposit with the City, upon submittal of this signed Agreement, the amount of \$_____ for the installation of **street name, directional and regulatory signage and pavement marking** within the development. Deposited amounts in excess of actual costs are refundable to the Developer. Actual costs in excess of the deposited amount shall be reimbursed to the City by the Developer within thirty (30) calendar days of City billing date to the Developer. (See Schedule A.)
- 11) Deposit with the City, upon submittal of this signed Agreement, the amount of \$_____ (calculated from 5.0% of the current estimate for construction costs) for City-provided, **resident construction observation services**, for the construction of public improvements described in this Agreement. Deposited amounts in excess of actual costs for this item are refundable to the Developer. Actual costs in excess of the deposited amount shall be reimbursed to the City by the Developer within thirty (30) calendar days of City billing date to the Developer. City-provided resident construction observation activities shall be performed as stated in the City of Middleton Policy/Guideline, "Construction Observation Activities", dated May 13, 2003, as amended. (See Schedule A.)
- 12) Deposit with the City, upon submittal of this signed Agreement, the amount of \$_____ (calculated from 1.0% of the current estimate for construction costs) for **materials and compaction testing**. Testing shall be performed consistent with the City of Middleton Standard Specifications. Deposited amounts in excess of actual costs for this item are refundable to the Developer. Actual costs in excess of the deposited amount shall be reimbursed to the City by the Developer within thirty (30) calendar days of City billing date to the Developer. (See Schedule A.)
- 13) Deposit with the City, upon submittal of this signed Agreement, the amount of \$_____ for the **update of the City's GIS**. This amount is based on: unit costs of \$0.75 times the

total footage of all public pipes plus public and private storm water conveyances; plus for plats or CSM's the sum of \$500 plus \$30 per lot. Deposited amounts in excess of actual costs are refundable to the Developer. Actual costs in excess of the deposited amount shall be reimbursed to the City by the Developer within thirty (30) calendar days of City billing date to the Developer. (See Schedule A.)

- 14) Provide on-site **management practices for storm water runoff** in fulfillment of the requirements of Chapter 26 of the City of Middleton Ordinances, as feasible. On *[state date of minutes]* the Water Resources Management Commission determined that construction of *[describe]* storm water management practice(s) as required by the ordinance *[is/are]* not feasible, and that the Developer shall pay to the City, upon submittal of this signed Agreement, a **fee in lieu of on-site Storm Water Management Practices** in the amount of \$_____ *[state amount calculated from the current rate as approved by the Water Resources Management Commission] [show calculations]* (See Schedule A.)
- 15) Dedicate to the City **park land**; and/or pay the City, upon submittal of this signed Agreement, a **fee in lieu of park land dedication** in the amount of \$_____ based on the larger of the "fair market value" of the amount of land which would otherwise have been required for dedication or *[\$1,650]* per dwelling unit with one bedroom or less and *[\$2,750]* per dwelling unit with two bedrooms or more. *[Note: park land dedication values are expected to change annually on Jan. 1 – contact Zoning Administrator for current fees.]* The decision of park land dedication and/or payment of fees in lieu of dedication was made by the Park, Recreation and Forestry Commission per minutes of *[state date of minutes]* and approved by the Plan Commission per minutes of *[state date of minutes]*. Pay also, upon submittal of this signed Agreement, a **fee for initial improvements of park land** in the amount of \$_____ based on *[\$707]* per multi-family dwelling unit with one bedroom or less and *[\$1,178]* for each other dwelling unit type. *[Note: park land initial improvement values are expected to change annually.]* (See Schedule A.)
- 16) Pay the City, upon submittal of this signed Agreement, the amount of \$_____ (calculated from 0.5% of the current estimate for construction costs) for **administrative review and legal fees**. (See Schedule A.)
- 17) Pay the City, upon submittal of this signed Agreement, the amount of \$_____ (calculated from 1.0% of the current estimate for construction costs for the first phase of a development, and 0.5% of construction costs for each successive phase) for **engineering, document review and project field services**.
- 18) Pay the City, upon submittal of this signed Agreement, *[the amount due for any City-funded lift station and/or interceptor assessment charge and]* the actual amount charged by the Madison Metropolitan Sewerage District ("MMSD") for charges for all lots intended to be served by the proposed sanitary sewer improvements. The MMSD charges are intended to include, but are not necessarily limited to area charges, and connection charges. *[The City assessable lift station and interceptor charge for this phase is \$_____.]* The **MMSD charges** have been determined by MMSD to be \$_____. (See Schedule A.)

[NOTE: The City no longer collects MMSD Plan Review fees. These fees must be paid directly to MMSD by Developer upon submittal of any plans. DELETE THIS NOTE prior to use.]

- 19) Pay the City, upon submittal of this signed Agreement, the amount of \$_____ for **future construction of street improvements** adjacent to Lots *[specify lots within this phase of development]* of *[the Plat]*. This amount represents current costs of the improvements that are anticipated for future construction. Payment of these costs, including engineering and administration, would otherwise be assessed against the benefited properties. In consideration of advance payment of these assessments, the City shall agree to waive any right to assess lots within this development arising out of the currently contemplated improvements within the right of way. *[Describe specific future improvements. If several roads are involved, describe each in a sub-paragraph numbered as 19(a), 19(b), etc.]* (See Schedule J.)
- 20) Provide to the City, upon submittal of this signed Agreement, **an irrevocable Letter of Credit** for 125 percent of the estimated cost (see Summary Schedule of Estimated Costs or use actual cost, if known) of the proposed public improvements, in the format shown in Exhibit B. The Letter of Credit is intended to secure the Developer's obligations identified in this Agreement. The letter shall be in effect for a period of no less than **30 months** duration beginning with the signing of this Agreement. The letter shall require the bank to send notice to the City 60 days prior to expiration. Upon written request by the Developer and determination by the City Director of Public Works that the Developer has reached **substantial completion** of public improvements within the development, the City Director of Public Works, at his discretion, may allow the Developer to reduce the Letter of Credit to no less than 15% of the original amount plus an amount adequate to cover all remaining costs to finish public improvements described herein. Upon completion of the warranty period and request of the Developer, the City shall release the Letter of Credit.
- 21) Agree not to close on the sale of any lots within Phase I of the Property until such time as a letter of credit in the amount specified in par. 20 is provided to the City. Developer further agrees to record a **covenant prohibiting the sale or transfer of all Lots** not within the phase covered by this Agreement until the Developer obtains approval for the public improvements for such later phase, a Development Agreement (or Addendum to this Agreement) and letter of credit for such later phase. Upon submission and City approval of such documents, the City shall execute and record a written instrument releasing the prohibition on sale or transfer of said Lots.

PRECONSTRUCTION

The Developer shall:

- 22) Provide project **management and administration** for the construction of the improvements, at no cost to the City.
- 23) Retain the services of a consulting engineering firm, licensed to do business in the state of Wisconsin, and approved by the City, to provide **construction engineering services** during the construction of improvements described in this Agreement, and to coordinate the **scheduling of materials and compaction testing** to be performed by a testing firm hired by the City. The consulting engineering firm shall notify the City no later than two (2) working days in advance of the following field tests to allow the City time to provide a City inspector on site:
 - a) Sanitary Sewer pressure and leakage tests

- b) Water Main pressure and leakage tests
- c) Electrical continuity of the water main
- d) Street Base Course proof rolls
- e) Final inspection of project

The Developer shall reserve for construction engineering services the amount of \$_____ (calculated from 3.5% of the current estimate for construction costs). (See summary schedule of estimated costs.)

- 24) Schedule and conduct a **preconstruction meeting** and provide the City five (5) working days notice of the date and time of same. Provide to the City a copy of the minutes from the meeting. *[FYI – Conference rooms at City Hall are available upon sufficient notice for the purpose of conducting this meeting.]*

CONSTRUCTION

The Developer shall:

- 25) Construct the required public improvements in accordance with the **City of Middleton Standard Specifications and Construction Contract Documents**, most recent edition, and with the **City-approved project construction documents**. Engage only those contractors whose qualifications have been approved by the City. Submit to the City, prior to commencing construction, a complete list of all contractors, subcontractors and suppliers along with copies of contractor's state license number for plumbing, where applicable. All work shall be subject to the approval of the City Director of Public Works and shall be completed prior to the issuance of final approval and acceptance by the City.
- 26) Install prior to any land disturbance, all required **erosion control** measures. Developer shall be responsible for erosion control, off-site tracking control and soil restabilization for all construction activities within the Development including the installation of private utilities *[state particulars]*. (See Schedule B.)
- 27) Perform general **excavation/grading** as follows: *[state particulars]* (See Schedule C.)
[For each of the following items that require future maintenance, specify whether the construction item is Public or Private. At present, the template contemplates mainly public improvements.]
- 28) Construct **public water mains** as follows: *[state particulars]* (See Schedule D.)
- 29) Construct **public sanitary sewer** as follows: *[state particulars]* (See Schedule E.)
- 30) Construct **storm water drainage facilities** as follows: *[state particulars including conditions for acceptance for maintenance of detention facilities]* (See Schedule F.)
- 31) Construct **public streets and sidewalks** and **public bike paths** as follows: *[state particulars]* Street construction shall consist of the entire pavement section including construction of the surface course and pavement markings. In the event the development requires excessive (as reasonably determined by the City) pavement cuts within the first five years following completion of construction and final acceptance by the City, the Developer

will pay the cost to mill and repave the full width of the surface course in the affected area(s) of the street. (See Schedule G.)

- 32) Install **public street trees**. (See Schedule H.)
- 33) Construct **traffic signal** as follows: *[state particulars, as applicable]*. (See Schedule I.)
- 34) Begin construction of public improvements as soon as practical, and finish construction of same **within 18 months** from the date of this Agreement.
- 35) Arrange and pay for the underground installation of **private utilities** (gas, electric, telephone, cable TV, etc.), at no cost to the City.
- 36) Remove *[when applicable]* temporary **street turnaround(s)** and perform all necessary restoration at such time as the street beyond the turnaround is constructed. *[state particulars]*

FOLLOW-UP

The Developer shall:

- 37) Provide to the City a **warranty** against defects in construction or materials **for one year** (except as noted in par. 38 and 39) from the date of final acceptance by the City of the public improvements. The Letter of Credit furnished pursuant to this Agreement shall guarantee that construction will be completed in accordance with the City of Middleton Standard Specifications and Construction Contract Documents and the City-approved project construction documents, that all payments required by this Agreement will be made by the Developer, and that any construction or materials determined to be defective within the warranty period, or such longer period of time where specifically required herein, will be repaired or replaced by the Developer at no cost to the City.
- 38) Provide to the City a **warranty** against defects, damage, and loss of health or viability **for two years** from the date of final acceptance by the City of the street trees. The Letter of Credit furnished pursuant to this Agreement shall guarantee that installation will be completed and warranty provided in accordance with the City of Middleton Standard Specifications and Construction Contract Documents and the City-approved project construction documents, that all payments required by this Agreement will be made by the Developer, and that any trees determined to be defective within the warranty period will be replaced by the Developer at no cost to the City.
- 39) Provide to the City a **warranty** against defects in construction, materials or performance of any storm water management features, constructed under any of the phases and which serve the entire development, or constructed with this phase and which serve only this phase, **for five years** from the date of final acceptance by the City of the public improvements of this phase. This warranty period is anticipated to be renewed for each subsequent phase of development. The items covered by this warranty include any sediment basins, infiltration basins, detention ponds or structures, grassed drainage ways, or similar storm water control features. Upon 90% build-out of Lots in the phase, Developer may request of the Director of Public Works a release of this requirement and its corresponding Letter of Credit. Throughout the warranty period, Developer shall provide inspection and maintenance of the storm water control features in accordance with the schedule described in the Storm Water

Management System Maintenance Agreement (privately maintained measures) or in the Storm Water Management System Requirements of this Agreement (publicly maintained measures) and as necessary to ensure proper function of the features as intended by the improvement plan. Maintenance shall include mowing at least twice per year [*specify more frequent schedule for initial years as appropriate for specified planting plan*] and weeding to remove invasive species and weeds not included in or compatible with the approved planting plan. (See Exhibit E.)

- 40) Provide to the City within **60 days** of substantial completion of the public improvements a set of **record drawings** in each of the formats specified in par. 44 and a copy of requested **digitally encoded data** or information relating to and produced as part of this project. Requested digital information may include but is not limited to: Plat or CSM data; street and utility construction plans; and site grading to a contour interval of 1 foot. For purposes of the requirements of this paragraph only, "substantial completion" shall mean completion of construction of: sanitary sewers, water mains and storm sewers; appurtenances for these systems; storm water management practices; curb and gutter; binder course of asphalt pavements; concrete pavements; sidewalks; and final grading and stabilization of all disturbed areas.
- 41) Convey to the City by the signing of this Agreement all of the Developer's **rights, title and interest** in design engineering, construction engineering and public improvements construction contracts and products thereof, effective upon Developer default or successful completion of the project.
- 42) **Televis** sanitary sewers to ensure proper construction. Provide to the City a copy of the video on DVD and a written log of the televising.

The City shall:

- 43) Grant the issuance of **building permits** upon:
 - a) receipt and approval of the record drawings as described in par. 40 and 44;
 - b) receipt of the recorded restrictive covenant described in par. 21 [*as applicable*];
 - c) receipt of a recorded copy of any required storm water management system maintenance plan and agreement;
 - d) satisfaction of minimum construction criteria as stated in the City Policy/Guideline, "Building Inspection", implemented 09-14-92; and
 - e) installation by the Developer of temporary street name signs unless the permanent signs are in place.
- 44) **Accept the public improvements** for maintenance, except for those responsibilities to be retained by the Developer under the warranty provisions as defined in paragraphs 37, 38 and 39, upon completion of the following:
 - a) **Construction** of the public improvements;
 - b) Receipt by the City of a reproducible set of **record drawings on tear resistant paper**, consisting of the approved plan sheets, marked to reflect any field changes and stamped and signed by a professional engineer. The requirements for record drawing submittals are more fully described in Exhibit A;

- c) Receipt by the City of copies in **digital** format of the final Plat or CSM, **record drawings**, and, if so requested by the City Engineer, other project documents as described in par. 40. The requirements for record drawing submittals are more fully described in Exhibit A;
 - d) Receipt by the City of **lien waivers** from all applicable contractors, subcontractors, engineering firm(s), and suppliers, presented to and accepted by the City Director of Public Works;
 - e) Receipt by the City of a completed “**Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination**” (Department of Workforce Development form ERD-5724);
 - f) Receipt by the City of a **written request for final acceptance** of the public improvements. This written request is intended to begin the process of generating a punch list, verifying completion of all work, and writing a letter of acceptance which will establish the commencement date of the warranty period(s);
 - g) Receipt by the City of any required extension of the **Letter of Credit** necessary to cover the warranty period(s);
 - h) Receipt by the City of final construction **quantities and costs**;
 - i) Receipt by the City of a **letter from a registered surveyor** stating that as of the date of final acceptance (or later), all irons within the Plat or CSM are correctly placed and intact;
 - j) Receipt by the City of **spare non-standard pole(s)** and luminaire(s) as described in par. 9; and
 - k) Receipt by the City of the video on DVD and attendant written log of the **televising** of the sanitary sewers.
- 45) **Audit**, upon request of the Developer, the actual costs of deposited amounts for street lighting procurement and installation, street signs and pavement marking, construction observation services, and consultant-performed testing services; and calculate the amount owed to the Developer by the City if costs were less than the deposited amount, or the amount owed to the City by the Developer if costs were greater than the deposited amount.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of, the parties hereto, and their respective successors and assigns and the limitations contained herein shall be covenants running with the land.

LIST OF SCHEDULES *[Edit as necessary]*

- A. Deposits and Fees
- B. Erosion Control Costs
- C. General Excavation and Grading Costs
- D. Water Main Costs
- E. Sanitary Sewer Costs
- F. Storm Sewer Costs
- G. Street Construction Costs

- H. Street Tree Costs
- I. Traffic Signal Costs
- J. Future Street Construction Costs

LIST OF EXHIBITS *[Edit as necessary]*

- A. Record Drawing Requirements
- B. Irrevocable Letter of Credit
- C. Plat of Property
- D. Phasing Diagram
- E. Storm Water Management System Maintenance Requirements

IN WITNESS WHEREOF, the parties hereto have set their hands as of this ____ day of _____, 20____.

WITNESS:

CITY OF MIDDLETON
A municipal corporation

By: _____
Kurt J. Sonnentag, Mayor

By: _____
Lorie J. Burns, City Clerk

WITNESS:

DEVELOPER

By: _____

Title: _____

By: _____

Title: _____

APPROVED AS TO FISCAL ISSUES:

APPROVED AS TO FORM:

John M. Lehman
Finance Director/Asst. City Administrator

Lawrence E. Bechler
City Attorney

[PROJECT NAME]
[PHASE #] PUBLIC IMPROVEMENTS

SUMMARY SCHEDULE OF DEPOSITS, FEES AND ESTIMATED COSTS

DEPOSITS AND FEES

Total Deposits and Fees: (Sch. A) \$

CONSTRUCTION COSTS: (Schedules B - I)

<u>DESCRIPTION</u>	<u>DEVELOPER COST</u>	<u>CITY COST</u>	<u>TOTAL</u>
Erosion Control (Sch. B)	\$	\$0.00	\$
Gen'l Excavation/Grading (Sch. C)	\$	\$0.00	\$
Water Main (Sch. D)	\$	\$0.00	\$
Sanitary Sewer (Sch. E) (Conveyance Facilities)	\$	\$0.00	\$
Storm Sewer (Sch. F) (Conveyance Facilities)	\$	\$0.00	\$
Street Construction (Sch. G) (Street, C&G, Sidewalks, Terrace)	\$	\$0.00	\$
Street Trees (Sch. H)	\$	\$0.00	\$
Traffic Signals (Sch. I)	<u>\$</u>	<u>\$0.00</u>	<u>\$</u>
Subtotal (Constr. Costs)	<u>\$</u>	<u>\$0.00</u>	<u>\$</u>

ENGINEERING COSTS:

Developer Construction Engineering (3.5% of Constr. Costs) \$ \$0.00 \$

LETTER OF CREDIT: (125% of Developer Constr. & Engr. Costs) \$

[PROJECT NAME]
[PHASE #] PUBLIC IMPROVEMENTS

SCHEDULE A

Deposits And Fees

<u>DESCRIPTION</u>	<u>DEVELOPER COST</u>	
Street Lighting (___ Fixtures @ \$_____ / Each)	\$	See par. 9
Street & Traffic Signs and Pavement Marking	\$	See par. 10
City Construction Observation (5.0% of Constr. Costs)	\$	See par. 11
Material & Compaction Testing (1.0% of Constr. Costs)	\$	See par. 12
GIS Update (\$0.75 x water main, sewer, storm conveyance [public and private] plus \$500 and \$30 per lot for plats or CSM's)	\$	See par. 13
Fee in Lieu of on-site Storm Water Mgmt. Practices	\$	See par. 14
Fee in Lieu of Park Land Dedication	\$	See par. 15
Park Improvements	\$	See par. 15
Administrative Review & Legal Fees (0.5% of Constr. Costs)	\$	See par. 16
City Eng., Document Review & Proj. Field Services (1.0% of Constr. Costs for first phase, 0.5% for successive phases)	\$	See par. 17
MMSD Charges	\$	See par. 18
City Assessment Charge – Sewer	\$	See par. 18
City Assessment Charge – Future Street	<u>\$</u>	See par. 19
Total (deposits & fees)	<u>\$</u>	

[PROJECT NAME]
[PHASE #] PUBLIC IMPROVEMENTS

SCHEDULE *[Specify B, C, etc.]*

[SCHEDULE NAME, eg Grading, Sanitary Sewer, Water Main, etc.]

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>ITEM TOTAL</u>
1.					
2.					
3.					
4.					
5.					
6.					

TOTAL SCHEDULE *[schedule letter]*

[Note: A spreadsheet with substantially the same information as above will be an acceptable substitute for this schedule format.]

EXHIBIT A

RECORD DRAWING REQUIREMENTS

FORMATS

Record drawings shall be submitted in the following formats:

1. A continuous plan model in digital format compatible with **AutoCAD, version 2008 or later**, on CD- ROM; and
2. Cut sheets in **PDF electronic format**, one sheet per PDF file**; and
3. A **tear-resistant paper** copy of the record drawings printed from the PDF files, stamped and signed by a registered engineer.

**The individual PDF file names shall use the following file naming convention:

RDyy-ppp-sss.PDF

where:

RD is a constant (indicating the file contains a Record Drawing)

yy is the first part of the project number indicating the year

ppp is the second part of the project number

sss is the sheet number including leading zeros

Examples

Sheet 3 of project 04-114 would be: RD04-114-003.PDF

Sheet 56 of project 02-120 would be: RD02-120-056.PDF

SPECIFICATIONS

Digital record drawings shall consist of a single plan view of the model of the entire project area. The project area is defined as the current phase combined with any prior phases of the development within a common preliminary plat or development plan. (For example, the record drawings for Phase 3 of a project shall include Phases 1 & 2.)

The record drawings shall include separate layers for each type of public improvement including: sanitary sewer, storm sewer, water main, pavements, curbs, sidewalks, trees, street lights, etc. Digital cut sheets in AutoCAD are not required.

The AutoCAD model shall show only the improvements as constructed. The PDF and paper formats shall include original plan features and dimensions. Changes shall be depicted by showing a strike-out through the original plan features and dimensions, and showing the new or revised features and dimensions as constructed.

Record drawings shall include the submittal of and incorporate the pertinent data from the following field reports, templates for which are located in the Appendices of the City Standard Specifications:

- Main Pipe Installation Report
- Sewer Lateral and Wye Location Record
- Water Service Record

EXHIBIT B

IRREVOCABLE LETTER OF CREDIT

TO: City of Middleton
c/o John Lehman, Finance Director
7426 Hubbard Avenue
Middleton, WI 53562

We hereby open our irrevocable credit in favor of the City of Middleton and authorize you to draw on *[Bank Name]* for the account of *[Developer]* for a sum or sums not to exceed the total of *[Dollar Words]* Dollars (*[\$Dollar Number]*), available by your drafts at sight.

Drafts will be honored by Bank within three business days when evidence that an official demand has been made by the City of Middleton to *[Developer]* to complete certain work and/or pay certain costs to contractors, subcontractors, laborers or suppliers for work and/or materials furnished. Evidence of the failure, refusal or inability to complete certain work and/or to pay contractors, subcontractors, laborers or suppliers, and/or evidence of the failure, refusal or inability to pay for engineering, inspection and testing services shall be in accordance with the attached Development Agreement relating to *[Name of Plat]* Plat dated *[Date of Agreement]*.

All draft(s) must be marked "DRAWN UPON LETTER OF CREDIT OF *[DEVELOPER]* – *[BANK NAME]* FOR THE BENEFIT OF THE CITY OF MIDDLETON."

We agree with the City of Middleton to pay draft(s) drawn upon and in compliance with the terms of this Letter of Credit within three (3) business days if presented to Bank on or before the close of business on *[Date of Expiration]*. Bank shall notify the City Clerk, as agent for the City of Middleton, 60 days prior to maturity of this Irrevocable Letter of Credit, by certified mail, return receipt requested.

We hereby agree with the drawers, endorsers and bona fide holders of drafts drawn under and in compliance with the terms of this Letter of Credit that the same shall be duly honored on due presentation and delivery to the drawee of documents as specified, and we hereby waive any rights to defer honor of such draft. This Letter of Credit may not be modified by us without the written consent of the City of Middleton.

Sincerely,

[Bank Official Name]

[Bank Official Title]

Authorized Representative of Bank

EXHIBIT E [Example Only]

STORM WATER MANAGEMENT SYSTEM MAINTENANCE REQUIREMENTS

1. RESPONSIBLE PARTY.

- a. Construction Phase Maintenance. The Developer is responsible for satisfying the provisions of this Exhibit throughout the Plat for the duration of the construction and warranty period.
- b. Post-Construction Perpetual Maintenance. Upon completion of all construction phases and expiration of the warranty period, the City shall assume responsibility for maintaining the storm water management system in perpetuity.

2. PERMANENT COMPONENTS OF THE STORM WATER MANAGEMENT SYSTEM.

- a. The storm water management system for Phase 1 consists of the following management practices or components:
 1. *[Provide list of practices, e.g. sedimentation basins, infiltration basin, detention basin, level spreader, and plunge pool];*
 2. *[Provide list of structures, e.g. 3,215 lineal feet of reinforced concrete pipe, 148 lineal feet of metal pipe and 48 structures along with associated endwalls, rip rap, flumes and a weir].*
- b. The drainage area served by the storm water management system components consists of the *[Plat, and/or CSM and/or other lands described]*.

3. INSPECTION AND MAINTENANCE SCHEDULE.

- a. All components of the storm water management system shall be inspected by the Responsible Party:
 1. at least semiannually in early Spring and early Autumn; and
 2. within 72 hours following any major storm or flood event of sufficient intensity or duration to pose significant risk of damage to the system.
- b. The infiltration basin shall be inspected 24 hours following cessation of each rainfall event. Surface water retained in infiltration basin after the maximum drawdown time of 24 hours following cessation of rainfall is the test for failure.
- c. The Responsible Party shall make the appropriate repairs whenever the performance of a storm water management practice or component is compromised due to sediment or debris.

4. REGULATIONS.

- a. Mowing in buffer areas, pond banks and drainage ways shall be minimized to the greatest extent possible in order to maximize filtration of runoff. If occasional mowing is necessary, the mowing height shall be no shorter than six inches.
- b. Applications of fertilizers, herbicides, pesticide or other chemical applications are prohibited in buffer areas, on pond banks and along drainage ways, unless specifically authorized by the City Engineer on an individual event basis, and provided that the application is performed by professional personnel certified for that purpose.
- c. Snow shall not be dumped directly onto conditioned planting beds designed for infiltration or for bioretention, or on sites designated as buffer areas.

5. MAINTENANCE OF INSPECTION RECORDS.

- a. The Responsible Party shall maintain records of the results of all site inspections and any enforcement actions, correction actions or other documented contacts and any follow-up actions taken by or at the direction of Developer or Responsible Party for seven years after such action.
- b. The City Engineer shall maintain public records of the results of all City inspections of the site, shall inform the Responsible Party of the inspection results, and shall indicate any specific corrective actions required to bring the storm water management practice or component into accordance with this Exhibit.