

VILLAGE OF OREGON
PRELIMINARY DEVELOPMENT AGREEMENT
(Standard Form of Agreement as Approved by the Village Board on February 2, 2004)

RECITALS

- A. This Preliminary Development Agreement affects the following described lands (the "Property") within, or proposed to be annexed to, the Village of Oregon ("Village"):

[include description of proposed project and property location]

[insert or attach copy of legal description]

and, those portions of public rights-of-way that are adjacent thereto.

- B. The undersigned Owner and Developer wish to annex, subdivide and/or develop the Property and obtain Village approval of the annexation, division and/or development (collectively referred to as the "Development") in accordance with applicable State laws and Village ordinances, resolutions and policies.
- C. The Village wishes to review the Development in accordance with applicable laws and without undue expense to Village taxpayers.
- D. Minimum deposit of \$1,150.00 is required upon signing.**

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, Owner and Developer agree as follows:

SECTION 1. PAYMENT FOR REVIEW SERVICES

1.1. The Owner and Developer, jointly and severally, shall pay all costs ("Administrative Costs") incurred by the Village for services performed by or on behalf of the Village in conjunction with design, inspection, study, processing, negotiation of agreements, and review of documents and plans related to the Development, including, but not limited to, engineering, inspection, consulting and legal fees, publication costs, and Village administrative costs. Consulting, engineering, and legal fees during the review and approval process shall be the actual costs to the Village on the basis of submitted invoices plus ten percent (10%). Inspection fees during construction shall be the actual costs to the Village on the basis of submitted invoices plus one percent (1%). The additional 10% and 1% shall be in lieu of charging for the time of Village employees.

1.2. Administrative Costs shall be billed monthly. Bills shall be considered delivered upon personal delivery to the Owner or Developer or upon mailing to the [Owner/Developer] at the following address:

1.3 The Owner and Developer shall pay the Administrative Costs within thirty (30) days of the time when the Village delivers its bill. Failure to do so entitles the Village to withdraw the amount of such unpaid bill from the guarantee of payment under section 2 below.

1.3. The Owner and Developer acknowledge and understand that the legal, engineering or other professional consultants retained by the Village are acting exclusively on behalf of the Village and not the Owner or Developer.

1.5 The Owner warrants and represents to the Village that the Owner owns the Property and that the Developer is authorized to act as the Owner's agent with respect to the Development and Village review thereof.

SECTION 2. GUARANTEE OF PAYMENT

2.1. The Owner and Developer, jointly and severally, guarantee reimbursement of the Administrative Costs by depositing with the Village Clerk [select one of the following: *cash*; *cashier's check*; or *irrevocable letter of credit*] in the name of the Village in the principal sum of \$1,150.00, plus \$100.00 per lot, outlot, parcel or dwelling unit, whichever is greater, subject to refund or release of unused amounts within 60 days following termination of this Agreement as defined in Section 3. If a letter of credit is provided, it shall be issued by a bank licensed to do business in the State of Wisconsin in a form approved by the Village Attorney.

DEPOSIT CALCULATION		
Deposit	\$1,150.00	\$1,150.00
Complete the following:		
Number of Lots	_____ =	
Number of Outlot	_____ =	
Number of Parcel	_____ =	
Number of Dwelling Unit	_____ =	
Largest number from above list	_____ x 100	
	TOTAL DEPOSIT DUE	\$

2.2. If at any time the monies [*in the account* or *secured by the letter of credit*] are insufficient to pay expenses incurred or anticipated by the Village for Administrative Costs, the Owner and Developer shall deposit additional amounts or provide an additional letter of credit within thirty (30) days of written demand by the Village Clerk.

2.3. Violation of this Agreement, including but not limited to failure to pay amounts when due or failure to deposit amounts or provide letters of credit required under this section 2, shall entitle the Village to reject the proposed Development.

2.4. Any amount owed the Village under this Agreement shall constitute a lien against the Property collectible as a special charge under Wis. Stat. §66.0627. The Owner and Developer consent

