

**PRE-DEVELOPMENT AGREEMENT WITH TOWN OF PACIFIC, COLUMBIA
COUNTY, WISCONSIN**

AGREEMENT made and entered into by and between _____ (“Developer”) and the Town of Pacific, Columbia County, Wisconsin (“Town”).

WITNESSETH:

WHEREAS, Developer is proposing a project in the Town that is more particularly described on Addendum A (hereinafter “the Project”); and,

WHEREAS, the Town’s Ordinances direct that a proposed Developer enter into a Pre-Development Agreement obligating the proposed Developer to pay all of the Town’s review costs and fees incurred in the review of the proposed project and its compliance with the Town Ordinances, so as to eliminate or reduce expense to Town taxpayers; and,

WHEREAS, Developer and Town wish to reduce to writing their agreement with respect to the payment of all of the Town’s costs and fees;

NOW, THEREFORE, Developer and Town agree as follows:

ARTICLE I. Payment for Review Services. Developer agrees to pay all reasonable costs and expenses incurred by the Town in connection or related to the proposed project referred to on Addendum A, whether incurred prior to or subsequent to the execution of this Agreement. The costs and expenses include, without limitation because of enumeration, engineering, planning, legal, consultant, administrative and other expenses incurred in processing, reviewing, revising, and acting upon any conceptual, preliminary or final plans. However, in the initial pre-application process, the Town provides up to one hour of consultation time with the Town Engineer, without charge to the Developer. Developer understands the legal, engineering or other professionals or consultants retained by the Town are acting exclusively on behalf of the Town and not the Developer.

ARTICLE II. Payment Procedures. Developer agrees to reimburse the Town for all administrative costs described in Article I, within fifteen (15) days of the same being billed from time to time by the Town. Payment of all administrative and review costs shall be a condition of any further review of action by the Town. Further, should Developer abandon approval of the project, Developer shall nevertheless be responsible for all costs and expenses up to and through the date Developer formally notified the Town Engineer in writing of the decision to abandon the project.

ARTICLE III. Default/Special Charge. In the event of default by Developer, in addition to any other remedies to which the Town may be entitled, the Town shall recover from

Developer all of its costs in enforcing this Agreement, including actual attorney's fees, whether incurred prior to or after the commencement of any litigation or other collection alternative. In addition, the Town may collect all delinquent costs and expenses and all costs of collection as a special charge upon the next tax roll on the tax parcel(s) of and upon which the project is proposed pursuant to the authority of §66.0627 of the Wisconsin Statutes, or take other collection action, including suit.

ARTICLE IV. Effect of Agreement. Developer acknowledges and agrees that by entering into this Agreement with Developer, Town is not indicating its approval or acceptance of the proposed project, and Town reserves all of its legal rights to approve, conditionally approve, or reject the proposal submitted by Developer pursuant to Town Ordinances.

ARTICLE V. Approval Timeline. The Developer may, or may not, request the Town to consider project approval. The approval timeline requires the Developer to provide complete plans and documents for submissions at the beginning of the review process, and thereafter provide revised plans and documents as necessary for adequate staff, professional review prior to the Town Board considering approval. An incomplete set of plans and documents will delay the approval timeline.

ARTICLE VI. Approval Timeline Tolling. The parties agree that the statutory and ordinance approval process timeline shall be tolled or paused, at such time as the Town notifies the Developer, orally or in writing that the necessary plans or documents as submitted are incomplete or when changes to plans, documents or specifications are necessary as determined by Town or when clarification is necessary or questions are posed and answers are required by the Town. Once the review process is tolled or paused, the timeline will not restart until the Developer complies fully with all requests made by the Town. The Town Engineer shall notify the Developer if the required submittal is incomplete or needs clarification or revisions. Once the Town is provided revised documents, plans, specifications, documents or plans the approval timeline will be restarted.

ARTICLE VII. Counterparts. This Agreement may be signed in one or more counterparts, with each counterpart, taken together, constituting the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date set forth above.

Dated: _____

DEVELOPER

Dated: _____

TOWN OF PACIFIC

By: _____
William Devine, Town Chair