

**VILLAGE OF WINDSOR
BOARD RESOLUTION 2016-51**

**APPROVAL OF AMENDMENT TO THE UTILITY AGREEMENT
FOR LOT 97 OF THE PLAT OF WOLF HOLLOW
REGARDING ALLOCATION OF RUNWAY SEWER INTERCEPTOR COSTS**

WHEREAS, North Towne Homes, LLC (“Developer”) entered into an agreement dated October 12, 2015 (“Utility Agreement”) with the Windsor Sanitary District No. 1 related to the construction and installation of certain sewer and water facilities benefitting Lot 97 of the Plat of Wolf Hollow (the “Subject Lands”); and

WHEREAS, the Utility Agreement required that the Developer contribute to costs associated with the construction and installation of an interceptor (the “Runway Sewer Interceptor”) that serves the Subject Lands, and the Developer made said contribution in the amount of \$48,585.78; and

WHEREAS, subsequent thereto, the number of residential equivalent units (“REUs”) benefitting from the Runway Sewer Interceptor has changed and been recalculated since the execution of the Utility Agreement, and the Village is amending the agreements associated with allocation of the costs associated therewith in a manner that equitably distributes the costs among those lands benefitting from the Runway Sewer Interceptor; and

WHEREAS, Village staff and consultants have reviewed the attached Amendment as to the Subject Lands, and recommend that the Village Board approve the Amendment, all as set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Windsor as follows:

1. The Village Board hereby approves the Amendment, and authorizes execution of the Amendment by the Village President and Village Clerk on behalf of the Village of Windsor.
2. At such time as the Amendment is fully executed, the Amendment shall be recorded in the Dane County Register of Deeds office by the Director of Planning & Development, at the Developer’s expense.

The above and foregoing Resolution was duly adopted at a meeting of the Village Board of the Village of Windsor on April 7, 2016, by a vote of 4 in favor and 0 opposed.

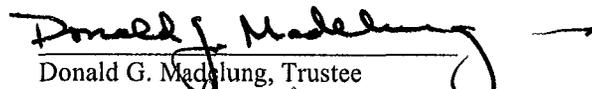
VILLAGE OF WINDSOR

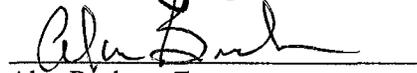

Robert E. Wipperfurth, President


Bruce Stravinski, Trustee


Monica M. Smith, Trustee

Incorporated by Reference:
Exhibit A: Amendment


Donald G. Madslung, Trustee


Alan Buchner, Trustee

Attested by:


Tina Butteris, Deputy Village Clerk

**AMENDMENT NO. 1 TO UTILITY
AGREEMENT RE: LOT 97 (NORTH TOWNE HOMES)**

AGREEMENT made this 6th day of May, 2016 by and between the Village of Windsor (the "Village"); and North Towne Homes, LLC (the "Developer").

WITNESSETH:

WHEREAS, the Developer and Windsor Sanitary District No 1, a town sanitary district (the "District") have previously entered into that certain Development Agreement, dated October 12, 2015 (the "Utility Agreement") relating to the construction and installation of certain sewer and water facilities in order to provide such service to the lands constituting Lot 97 as described therein; and

WHEREAS, the Village was incorporated on November 9, 2015, which incorporation resulted in the dissolution of the District, and the Village assuming all of its assets and obligations such that it is the successor thereto; and

WHEREAS, Section 21 of the Utility Agreement required that the Developer make a contribution to the District, in order to reimburse the District for a proportionate share of the cost of construction and installation of the Interceptor as described therein; and

WHEREAS, the Developer did in fact make such contribution in the sum of \$48,585.78; and

WHEREAS, subsequent to the date of the Prior Agreement referred to in Section 21, a number of the developments described therein have changed such that the total number of REUs attributable to such developments has been reduced; and

WHEREAS, such change has resulted in the Village, a successor to the District, redetermining and reducing the number of REUs attributable to the Developer' development project on Lot 97; and as a result of such redetermination, the Village has determined that the Developer has made an overpayment.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein as well as other good and valuable consideration moving from each party to the other, it is hereby agreed as follows:

1. Recitals. The recitals hereto are hereby incorporated by reference. All capitalized terms set forth in this instrument shall have the meanings set forth in the recitals or as otherwise defined in the Utility Agreement.

2. Prior Agreement. The Prior Agreement provided for the Developer and others to reimburse the District for the cost of construction of the Interceptor based upon an REU cost recovery methodology. The Developer has, paid the District a sum of money for their developed number of apartments using such methodology. Since the date of execution of the original Reimbursement Agreement, the total number of lots being developed has changed, such that the

total number of REUs attributable to all such projects has increased. Because of this change, the cost per REU has been reduced and as a result, the number of REUs attributable to lot 97 shall be reduced in the sum of 22.45 REUs (based on revised number of total REUs). The amount of the reduction shall equal the sum of \$797.27 per updated REU inclusive of interest, all as determined as of March 31, 2016, which results in a total refund from the Village to the Developer in the sum of \$17,898.71. (If not paid by April 1, interest per diem accrues thereafter at the rate of \$0.11 per REU). Accordingly, the Village shall pay to the Developer, the aforesaid sum no later than June 1, 2016. Upon receipt of such payment, it is hereby agreed (i) the Prior Agreement by and between the Village as successor and the Developer is terminated; and of no further force and effect; (ii) the Developer has no further obligations to pay anymore monies to the Village under the Prior Agreement; and (iii) the Village has no further obligation to pay to the Developer any further sums (other than that described herein), including but not limited to cost recovery from lands other than Lot 97.

3. Nature of Agreement. This Agreement amends the Utility Agreement and supplements the same. In the event of any conflict between the terms and provisions of this Agreement and the Utility agreement, this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

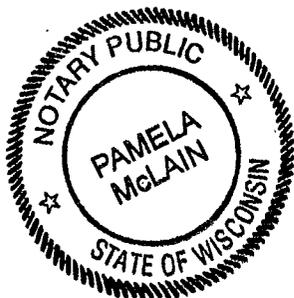
VILLAGE OF WINDSOR

By: Robert E. Wipperfurth
Name: Robert E. Wipperfurth
Title: President

Attest: Tina Butteris
Name: Tina Butteris
Title: Deputy Village Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 7 day of April 2016, the above named Robert E. Wipperfurth and Tina Butteris, President and Deputy Village Clerk, respectively of the Village of Windsor, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Pamela McLain
Print Name: Pamela McLain
Notary Public, State of Wisconsin
My Commission: 8/19/19

