

**VILLAGE OF WINDSOR
BOARD RESOLUTION 2018-38**

**RESOLUTION APPROVING AMENDMENT No. 2 TO THE INTERMUNICIPAL
COOPERATION AGREEMENT BETWEEN THE VILLAGES OF DEFOREST AND
WINDSOR**

WHEREAS, the Town of Windsor, Village of DeForest and Windsor Sanitary District No. 1 entered into an Intermunicipal Cooperation Agreement (the "Agreement") on April 2, 2012 relating to the provision of water and sanitary sewer service to certain areas in the Village of DeForest and Town of Windsor; and

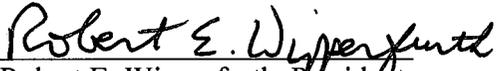
WHEREAS, the Town of Windsor was subsequently incorporated as the Village of Windsor and the Village of Windsor is now the successor to the Town of Windsor and to Windsor Sanitary District No. 1; and

WHEREAS, the Village of DeForest and the Village of Windsor desire to further amend the Agreement to provide that Windsor shall serve two parcels of real estate.

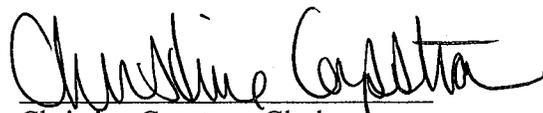
NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Windsor that Amendment No. 2 to the Intermunicipal Cooperation Agreement, attached hereto as Exhibit A, is approved and the Village President and Clerk are authorized to execute said amendment on behalf of the Village.

The above and foregoing resolution was duly adopted by the Village Board of the Village of Windsor, Dane County, Wisconsin at a meeting held on the 17th day of May, 2018, by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR


Robert E. Wipperfurth, President

Attested by:


Christine Capstran, Clerk

Incorporated by Reference:

Amendment No. 2 to the InterMunicipal Cooperation Agreement

**AMENDMENT NO. 2 TO
INTERMUNICIPAL COOPERATION AGREEMENT**

This Amendment No. 2 (the "Second Amendment") is made and entered into this 5th day of June, 2018, by and between the Village of DeForest ("DeForest"), a municipal corporation located in Dane County, Wisconsin; and the Village of Windsor ("Windsor"), a municipal corporation located in Dane County, Wisconsin.

WITNESSETH:

WHEREAS, there was executed on April 2, 2012, an Intermunicipal Cooperation Agreement, bearing said date (the "Agreement") by and between DeForest, the Town of Windsor (the "Town"), and Windsor Sanitary District No. 1 (the "District"), which agreement relates to the provision of public water and sanitary services to certain geographic areas; and

WHEREAS, subsequent to the execution of the Agreement, the Town was incorporated so that Windsor is now the successor to the Town and to the District for all purposes, including that of the Agreement; and

WHEREAS, the Parties amended the Agreement on March 6, 2018 (the "First Amendment"); and

WHEREAS, the Parties desire to further amend the Agreement to provide that Windsor shall serve two parcels of real estate.

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, DeForest and Windsor specifically agree as follows:

Section 1. Systems Extension. Sections 3.1 and 4.1, and Exhibits 2 and 4, are hereby amended such that the following properties shall be served by Windsor:

Tax Parcel Nos. 196/0910-332-8155-0 and 196/0910-332-8205-0

Section 2. Effluent Volume Calculation. Exhibit 7 to the Agreement shall be deemed modified to remove the two parcels described in Section 1 hereof from the depiction of the area within DeForest governed by Section 4.4.1.4. The reduction to determine net wastewater discharges from Bear Tree-Windsor South as provided in Section 4.4.1.4 shall be made without subtracting any discharges attributable to said parcels.

Section 3. Nature of Instrument and Recitals. This Second Amendment amends and supplements the Agreement, as amended by the First Amendment. In the event of any conflict between the terms and provisions of this Amendment and either the Agreement or the First Amendment, the terms of this Amendment shall control. Any capitalized terms set forth herein shall have the meanings set forth in the Agreement, unless a different definition is set forth herein. The recitals here to are hereby incorporated by reference.

Section 4. Ratification. Except as stated herein, all of the terms and provisions of the Agreement, as amended by the First Amendment, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment the day and year first written above.

VILLAGE OF WINDSOR

By: Robert Wipperfurth
Robert Wipperfurth, President

Attest:

By: Christine Capstram
Christine Capstram, Clerk

VILLAGE OF DEFOREST

By: Judd Blau
Judd Blau, President

Attest:

By: LuAnn Leggett
LuAnn Leggett, Deputy Admin./Clerk

Not part of Resolution
Visual reference only!

Parcel # 0910-332
8155-0

Parcel #
0910-332

