

**VILLAGE OF WINDSOR
BOARD RESOLUTION 2018-77**

**APPROVAL OF AMENDMENT TO THE DEVELOPMENT AGREEMENT AND
RELEASE OF TRANSFER RESTRICTIONS, LETTER OF CREDIT AMOUNT, ALL
FOR THE DEVELOPMENT OF PHASE 2B OF THE PLAT OF PLEASANT HILL
ESTATES**

WHEREAS, Pleasant Hill Estates, LLC, a Wisconsin limited liability company ("Developer") has an on-going development known as the Plat of Pleasant Hill Estates ("Plat"), located in the Village of Windsor, Dane County, Wisconsin; and

WHEREAS, the Developer executed an agreement with the Village of Windsor (the "Development Agreement"), which was limited in scope to a particular phase of development of the Plat; and

WHEREAS, the Village and Developer previously executed amendments of the Development Agreement to permit the Developer to develop certain Phases 1 and 2A; and

WHEREAS, Developer is ready to proceed with development of Phase 2B and in order to do so must enter into an amendment of the Development Agreement (the "Phase 2B Amendment"), which is attached as Exhibit A, and incorporated by reference; and

WHEREAS, Developer is required to obtain a release of the transfer restrictions affecting the lots in Phase 2B (the "Release"), which is incorporated in the Development Agreement; and

WHEREAS, Developer is required to provide adequate security for performance, Developer's Engineer has estimated the cost of performance and the Village Engineer has reviewed the estimates and recommended the amount of the letter of credit ("Letter of Credit"), which amount is incorporated in the Phase 2B Amendment; and

WHEREAS, Village staff and consultants have reviewed the Phase 2B Amendment and the Release, and recommend that the Village Board approve same, all as attached hereto and set forth herein.

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

1. Documents Approved. The Village Board hereby approves the Phase 2B Amendment, which includes the Release and Letter of Credit requirements, all in the form attached hereto as Exhibit A, subject to the conditions that the Developer, (a) provide the Letter of Credit as surety benefitting the Village for Developer's performance under the Amendment in a form acceptable to the Village; and, (c) pay any and all outstanding fees due and owing to the Village.

2. Letter of Credit Amount Approved. The total amount of the letter of credit required by the Village for Phase 2B public infrastructure set forth in Exhibit H-4 of Exhibit A is hereby approved. The final letter of credit, in a form acceptable to the Village, must be provided prior to issuance of a Notice to Proceed.
3. Recording. When the Phase 2B Amendment is provided to the Village and fully executed, it shall be recorded in the Dane County Register of Deeds office by the Director of Planning & Development, at the Developer's expense.
4. Notice to Proceed. Following satisfaction of the requirements set forth in this Resolution, the Village Engineer shall have the Board's authority to proceed with his customary review and monitoring of the project, including authority to issue a Notice to Proceed to the Developer.

The above and foregoing Resolution was duly adopted at a meeting of the Village Board of the Village of Windsor on September 6, 2018, by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR

Robert E. Wipperfurth
Robert E. Wipperfurth, President

Attested by:

Christine Capstran
Christine Capstran, Village Clerk

Incorporated by Reference:

Exhibit A Phase 2B Amendment to the Development Agreement



9 3 5 6 9 1
T. 8973978

**PLAT OF PLEASANT HILL ESTATES,
VILLAGE OF WINDSOR,
DANE COUNTY, WISCONSIN:**

**AMENDMENT NO. 4 TO
DEVELOPMENT AGREEMENT
RE: PLEASANT HILL ESTATES PHASE 2B**

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
5443235
09/24/2018 03:08 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 14**

**Phase 2B Lots and Parcel Identification Numbers:
All located in Plat of Pleasant Hill Estates**

Plat of Pleasant Hill Estates

Lot #	Parcel Number
28	196/0910-321-2298-0
29	196/0910-321-2309-0
30	196/0910-321-2320-0
31	196/0910-321-2331-0
41	196/0910-321-2441-0
42	196/0910-321-2452-0
43	196/0910-321-2463-0
44	196/0910-321-2474-0
63	196/0910-321-2683-0
64	196/0910-321-2694-0
65	196/0910-321-2705-0
66	196/0910-321-2716-0

Plat of Wolf Hollow at Pleasant Prairie Creek

Lot #	Parcel Number
326	196/0910-321-3036-0

THIS SPACE RESERVED FOR RECORDING DATA

**RETURN TO:
Amy Anderson Schweppe
Village of Windsor
4084 Mueller Road
DeForest, WI 53532**

**DRAFTED BY:
William S. Cole, Village Attorney
Axley Brynelson, LLP
2 E. Mifflin Street, Ste. 200
Madison, WI 53703**

**PARCEL IDENTIFICATION NUMBERS:
See this page**

This Amendment No. 4 to Development Agreement ("**Phase 2B Amendment**") is entered into by and between the Village of Windsor, a municipal corporation located in Dane County, Wisconsin and the successor in interest to the Town of Windsor ("**Village**") and Pleasant Hill Estates, LLC, a Wisconsin limited liability company ("**Developer**"), effective as of September 1, 2018.

RECITALS

WHEREAS, on or about May 5, 2006, the Town of Windsor and Developer entered into a Development Agreement (the "**Original Agreement**"), which was amended on or about March 3, 2016 ("**Amendment No. 1**"), on or about April 7, 2016 ("**Amendment No. 2**"), and on or about August 3, 2017 ("**Amendment No. 3**"), (collectively, "**Prior Agreement**"); and

WHEREAS, the Village and Developer wish to set forth certain common understandings with respect to the anticipated construction and installation of general public infrastructure and sewer and water utility infrastructure in connection with the development of Lots 28-31, 41-44, 63-66, and 326, Pleasant Hill Estates, Village of Windsor, Dane County, Wisconsin ("**Phase 2B**"), and are entering into this Phase 2B Amendment to the Prior Agreement, for said purposes; and

WHEREAS, the Prior Agreement, and this Amendment, shall be hereafter collectively referred to as the "**Development Agreement**."

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are incorporated by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and Developer agree as follows:

- 1. DESCRIBE PHASE 2B: AMEND PARAGRAPH 2 AND EXHIBIT C OF ORIGINAL AGREEMENT.** The following sentence shall be added to the end of Paragraph 2 of the Original Agreement: "Phase 2B of the Development shall be Lots 28-31, 41-44, and 63-66 in the Plat of Pleasant Hill Estates and Lot 326 of the Plat of Wolf Hollow At Pleasant Prairie Creek, A Replat, both plats located in the Village of Windsor, Dane County, Wisconsin" ("**Phase 2B Lots**"), as graphically set forth on Exhibit C, which is attached hereto and incorporated by reference. Exhibit C from the Prior Agreement, is hereby amended and replaced with the attached Exhibit C-4.
- 2. SURETY: AMEND PARAGRAPH 9 AND EXHIBIT H-1 OF PRIOR AGREEMENT.** The following sentence shall be added to Paragraph 9 of the Original Agreement: The amount of the letter of credit for Phase 2B under the Prior Agreement shall be equal to 120% of the costs of the required public improvements in Phase 2B. The total amount of surety for both the general public improvements for Phase 2B is set forth in the attached as Exhibit H-4, and incorporated by reference.

3. **RELEASE OF TRANSFER RESTRICTIONS ON PHASE 2B LOTS: AMEND PARAGRAPH 20 OF ORIGINAL AGREEMENT.** The Village agrees to release and does hereby release the Phase 2B Lots from the "Deed Restriction Prohibiting Sale or Transfer of Any and All Lots in the Plat Except for Lots 6, 7, 8, 9, 47, 48, 57 and 58," and recorded on August 19, 2015, in the office of the Dane County Register of Deeds, as Document No. 5178093 ("Transfer Restriction"), effective upon the execution of this Amendment No. 4.
4. **NEW EXHIBIT J-4: SUMMARY OF FEES FOR PHASE 2B.** The Village and Developer agree to the summary of fees for Phase 2B, which are attached hereto as Exhibit J-4 and incorporated by reference.
5. **NEW PROVISIONS RELATED TO PHASE 2B.** The following additional provisions shall be added at the end of the Original Agreement:
 - a. **UTILITY ENGINEER COMMENTS.** The Developer shall comply with the Plan Review Comments contained in the Utility Engineer's Memo dated August 21, 2018, which are attached hereto as Exhibit K-4 and incorporated by reference.
 - b. **PAYMENT OF MMSD CONNECTION FEES FOR LOT 78 ACKNOWLEDGED.** The Village acknowledges that, as set forth in its Utility Plans, the Developer has designed in Phase 2B the sanitary sewer needed to serve Lot 78 of the Plat. Developer has elected to pay Madison Metropolitan Sewerage District connection fees (both CFCC and TPCC) for Lot 78, which fees shall thereafter be deemed paid. The Village's acceptance of said fees from the Developer, and payment of same to MMSD, does not constitute approval of the connection or further development of Lot 78. Village approval shall be required before development of Lot 78 proceeds. The requirements for development of Lot 78 shall be determined and set forth in a subsequent development agreement by and between the Village and Developer.
6. **RATIFICATION.** Except as expressly modified by this Amendment No. 4, the Development Agreement, including the Prior Agreement, are hereby ratified and reaffirmed by the Village and the Developer and remain in effect as provided by law.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, this Agreement is executed by the Village and Developer effective as of September 1, 2018.

DEVELOPER

PLEASANT HILL ESTATES, LLC

By: *Kevin Acker*
Kevin Acker
Authorized Representative

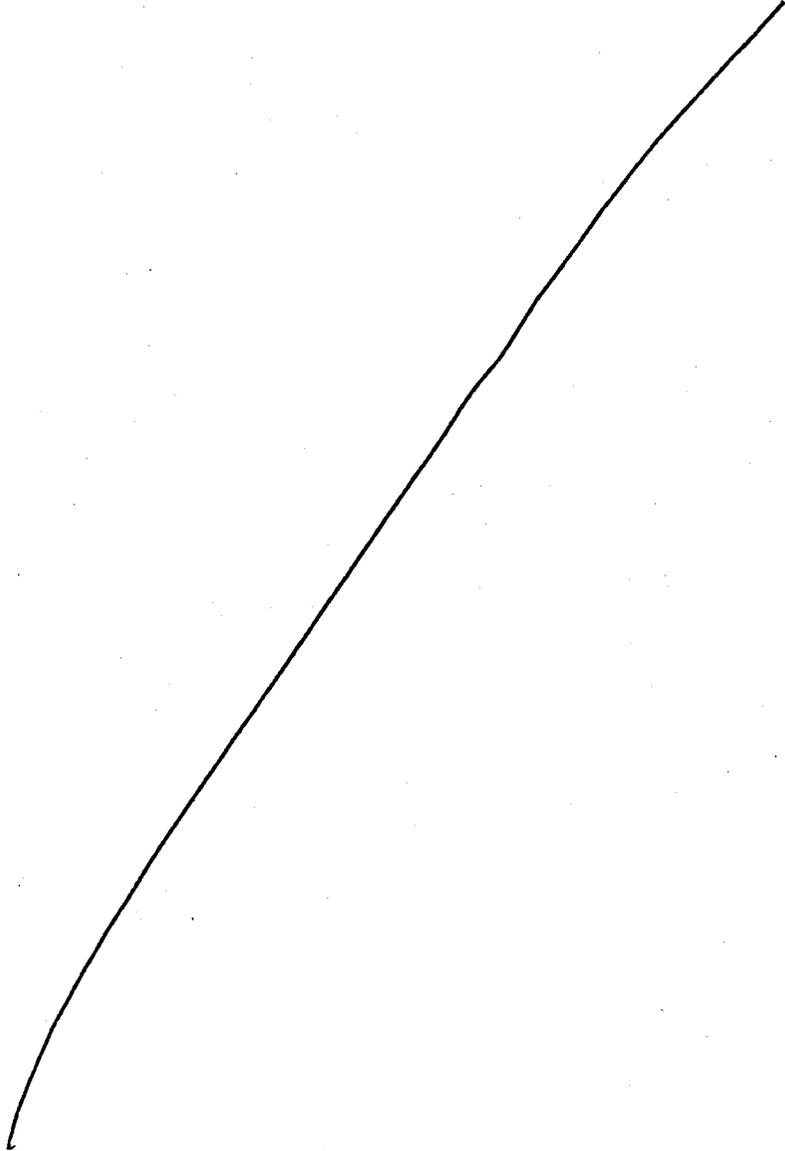
STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

On this 20th day of September, 2018, before me, a notary public in and for Dane County, Wisconsin, Kevin Acker, as the authorized representative of Pleasant Hill Estates, LLC, personally appeared to me known to be the person named herein and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act(s) and deed(s).

Name: *Pamela McGain*
Notary Public, State of Wisconsin
My commission expires *8/19/19*

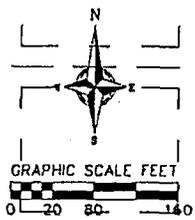
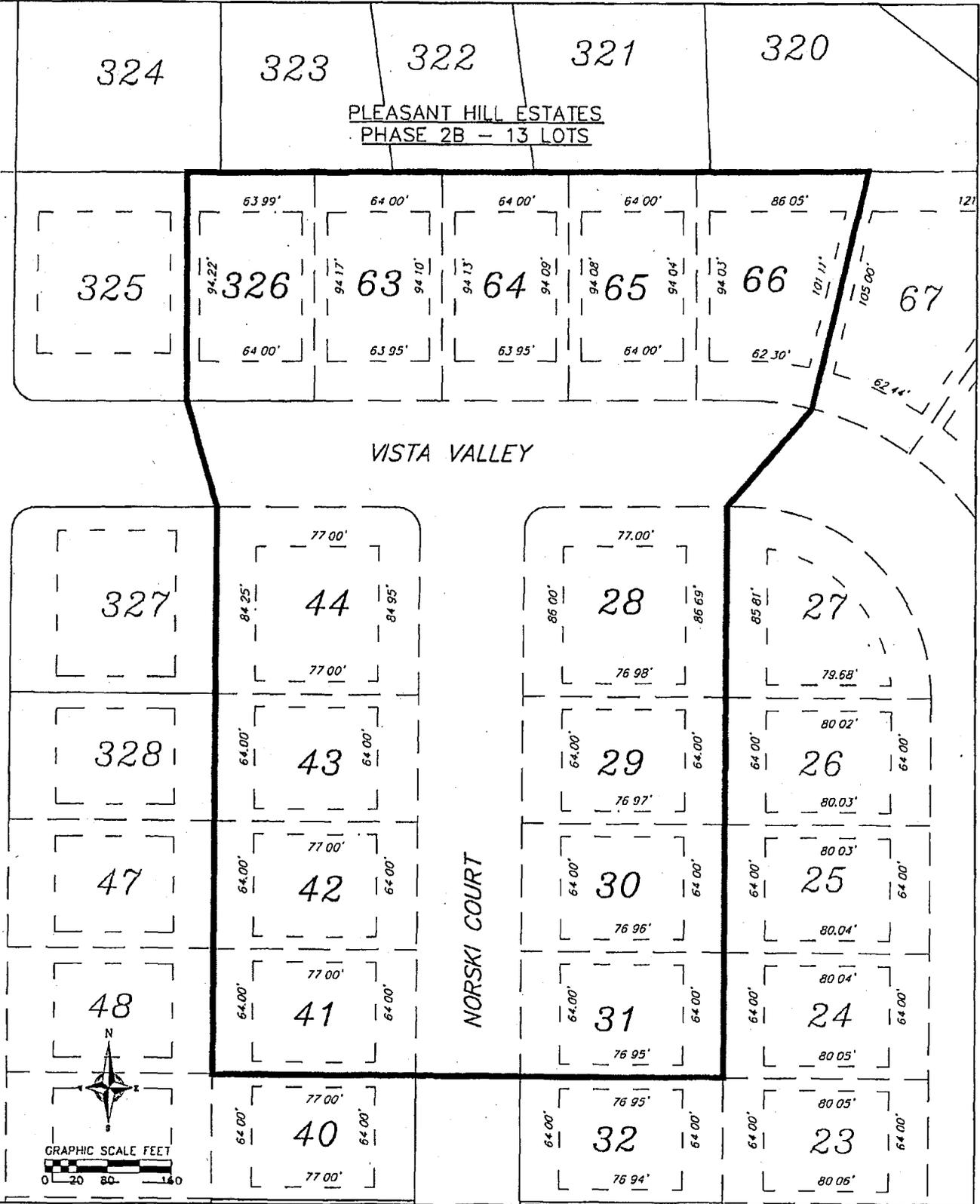


**EXHIBIT C-4
PHASE 2B MAP**



© 2018 Vierbicher Associates, Inc.

13 Aug 2018 - 10:25a M:\Piemler Builders Inc\180265_Pleasant Hill Estates Phase 2B\CADD\180265_Base.dwg by: dper



vierbicher
 planners | engineers | advisors

Phone: (800) 261-3898

REVISIONS	SCALE	AS SHOWN	SHEET
	CHECKED	TSCH	1 OF 1
	DRAFTER	DPER	
	FILE	PHE PHASE 2B	
JOB NO	DATE	08/13/2018	
180265			

EXHIBIT H-4
PHASE 2B LETTER OF CREDIT COST ESTIMATE

Project: Pleasant Hill Estates Phase 2B

Client: Premier Builders

Date: August 13, 2018

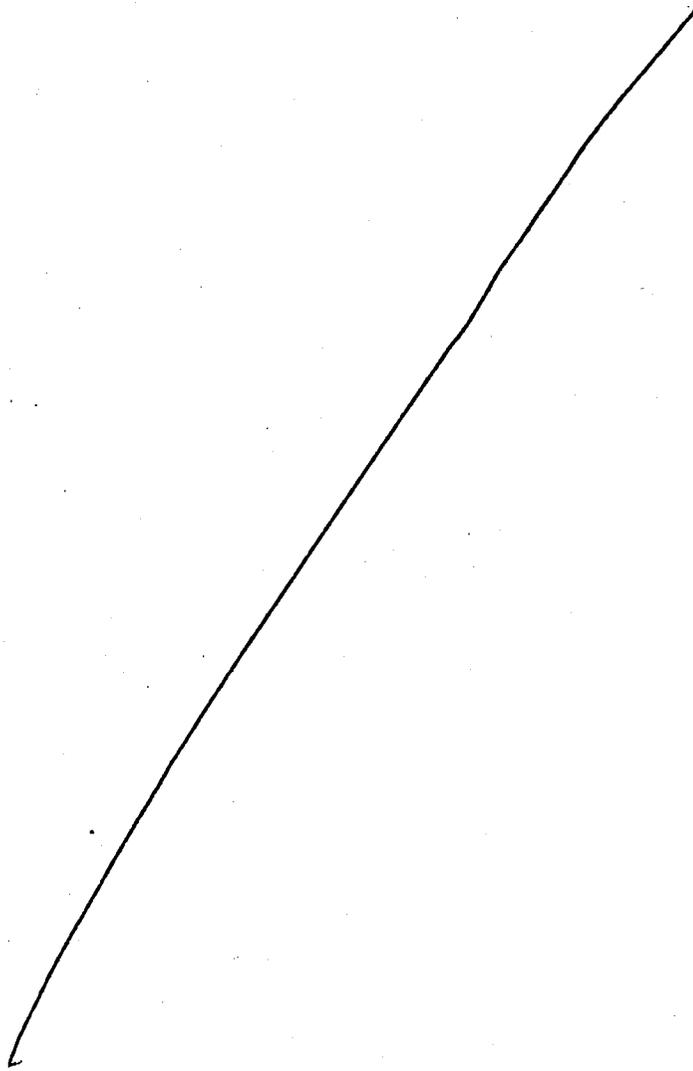
Project No.: 180265

By: DPER/THE

Letter of Credit Determination						
Bid Item No.	Spec Section Reference	Description	Unit of Measure	Estimated Quantity	Estimated Unit Price	Budget Cost
GENERAL						
1	01 30 00	Mobilization	LS	1	\$5,800.00	\$5,800.00
Subtotal General:						\$5,800.00
DEMOLITION & REMOVALS						
2	31 10 00	Clearing & Grubbing	LS	1	\$1,200.00	\$1,200.00
3	31 10 00	Sawcut - Asphalt	LF	45	\$5.00	\$225.00
4	31 10 00	Remove Pavement - Asphalt	SY	220	\$4.00	\$880.00
Subtotal Demolition:						\$2,305.00
EARTHWORK						
5	31 23 16	Common Excavation	CY	24160	\$3.50	\$84,560.00
6	31 23 16	Rock Excavation	CY	410	\$24.00	\$9,840.00
7	31 23 16	Strip Topsoil - Stockpile Excess On-Site	CY	11000	\$1.90	\$20,900.00
8	31 23 16	Topsoil - Respread	SY	40440	\$1.90	\$76,836.00
Subtotal Earthwork:						\$192,136.00
EROSION AND SEDIMENT CONTROL						
9	31 25 13	Silt Fence	LF	3200	\$1.70	\$5,440.00
10	31 25 13	Tracking Pad - Clear Stone	TON	90	\$14.00	\$1,260.00
11	31 25 13	Inlet Protection - Type D	EA	14	\$120.00	\$1,680.00
12	31 25 13	Ditch Check - Stone Weepers	EA	8	\$510.00	\$4,080.00
13	31 25 13	Erosion Mat - Class I, Type A	SY	9860	\$1.10	\$10,846.00
14	31 25 13	Erosion Mat - Class I, Type B	SY	2100	\$1.40	\$2,940.00
15	32 92 19	Restoration - Seed, Fertilizer, & Mulch	SY	40440	\$0.40	\$16,176.00
Subtotal Erosion and Sediment Control:						\$42,422.00
SANITARY SEWER						
16	33 31 00	Sanitary Sewer - 8" PVC, SDR 35	LF	690	\$35.00	\$24,150.00
17	33 31 00	Sanitary Sewer Televising	LF	690	\$1.60	\$1,104.00
18	33 31 00	Sanitary Sewer Manhole - 48" Dia. w/ Casing	EA	3	\$4,000.00	\$12,000.00
19	33 31 00	Internal Chimney Seal	EA	3	\$550.00	\$1,650.00
20	33 31 00	Sanitary Sewer Service Lateral - 4" PVC, SCH 40	LF	690	\$39.00	\$26,910.00
21	33 31 00	Connect to Existing Sanitary Manhole (Core and Boot)	EA	2	\$2,500.00	\$5,000.00
22	33 31 00	Sanitary Sewer Trench Compaction	LF	690	\$4.30	\$2,967.00
Subtotal Sanitary Sewer:						\$73,781.00
WATER MAIN						
23	33 11 13	Water Main - 6" D.I. CL 52	LF	40	\$58.00	\$2,320.00
24	33 11 13	Water Main - 8" D.I. CL 52	LF	760	\$43.00	\$32,680.00
25	33 12 13	Gate Valve - 6"	EA	3	\$1,700.00	\$5,100.00
26	33 12 13	Gate Valve - 8"	EA	3	\$2,100.00	\$6,300.00
27	33 12 13	Polystyrene Insulation - 2" x 4' x 8' Sheet	EA	9	\$180.00	\$1,620.00
28	33 12 13	Water Service Lateral - 1" Copper w/ Curb Stop	LF	630	\$27.00	\$17,010.00
29	33 12 19	Hydrant - New w/ Marker Flag	EA	2	\$4,200.00	\$8,400.00
30	33 12 19	Hydrant - Salvaged	EA	1	\$2,000.00	\$2,000.00
31	33 12 13	Connect to Existing Water Main	EA	1	\$1,000.00	\$1,000.00
32	33 13 00	Water Main Trench Compaction	LF	800	\$6.20	\$4,960.00
Subtotal Water Main:						\$81,390.00
STORM SEWER & STORMWATER MANAGEMENT						
33	33 41 13	Storm Sewer - 12" RCP, Class III	LF	138	\$38.00	\$5,244.00
34	33 41 13	Storm Sewer - 15" RCP, Class III	LF	35	\$43.00	\$1,505.00
35	33 41 13	Storm Sewer - 18" RCP, Class III	LF	203	\$50.00	\$10,150.00
36	33 41 14	Apron Endwall - 12" RCP w/ Grate	EA	1	\$1,800.00	\$1,800.00
37	33 41 14	Storm Sewer Manhole - 48"	EA	4	\$2,100.00	\$8,400.00

Letter of Credit Determination						
Bid Item No.	Spec Section Reference	Description	Unit of Measure	Estimated Quantity	Estimated Unit Price	Budget Cost
38	33 41 14	Catch Basin - 2' x 3' Precast Box	EA	6	\$2,200.00	\$13,200.00
39	33 41 14	Connect to Ex. Storm Sewer Structure	EA	1	\$760.00	\$760.00
40	33 41 14	Storm Sewer Trench Compaction	TF	376	\$3.40	\$1,278.40
Subtotal Storm Sewer & Stormwater Management:						\$42,337.40
STREETS AND PAVEMENT						
41	32 23 16	Base Aggregate Dense - 1-1/4" - 10" under Roadway	SY	2790	\$6.90	\$19,251.00
42	32 23 16	Base Aggregate Dense - 1-1/4" under C&G	SY	555	\$4.50	\$2,497.50
43	32 23 16	Excavation Below Subgrade (EBS) Undercut	CY	240	\$15.00	\$3,600.00
44	32 23 16	Excavation Below Subgrade (EBS) Backfill - 3" Breaker Run	TON	510	\$12.00	\$6,120.00
45	32 11 23	Geotextile Fabric - WisDOT Type SR (Subgrade Reinforcement)	SY	350	\$2.10	\$735.00
46	32 12 16	Prepare Base for Asphaltic Paving	LF	835	\$5.20	\$4,342.00
47	32 12 16	HMA Pavement Type E-1, 12.5 mm - 2.25" (Lower Layer)	SY	2790	\$8.00	\$22,320.00
48	32 12 16	HMA Pavement Type E-1, 9.5 mm - 1.75" (Upper Layer)	SY	2790	\$5.70	\$15,903.00
49	32 12 16	Cleaning & Sweeping	SY	2790	\$0.30	\$837.00
50	32 12 16	Tack Coat	SY	2790	\$0.10	\$279.00
51	3 30 00	Concrete Curb & Gutter - 30"	LF	1425	\$14.00	\$19,950.00
52	3 30 00	Steel Reinforcement - Curb and Gutter	EA	13	\$74.00	\$962.00
53	3 30 00	Concrete Sidewalk - 5" Thickness w/ Base Aggregate Dense	SF	6900	\$3.20	\$22,080.00
54	3 30 00	Steel Reinforcement - Concrete Sidewalk	EA	13	\$74.00	\$962.00
55	3 30 00	Concrete Sidewalk Ramps - 5" Thickness	SF	185	\$7.00	\$1,295.00
56	10 14 53	Curb Ramp Detectable Warning Field - Yellow	EA	3	\$160.00	\$480.00
57	10 14 53	Adjust Castings & Inlets	LS	1	\$4,000.00	\$4,000.00
58	10 14 53	Traffic Control - Type III Barricade w/ Road Closed	EA	1	\$620.00	\$620.00
59	10 14 53	Sign Post - Tubular Steel, 2x2-Inch, 10 Ft.	EA	1	\$370.00	\$370.00
60	10 14 53	Signs - Type II Reflective H	EA	1	\$100.00	\$100.00
Subtotal Streets and Pavement:						\$126,703.50
TREES, PLANTS AND LANDSCAPING						
61		Street Tree - Shademaster HoneyLocust (2' Caliper)	EA	40	\$250.00	\$10,000.00
Subtotal Trees, Plants and Landscaping:						\$10,000.00
SUBTOTAL CONSTRUCTION COSTS:						\$576,875.00
10% STATUTORY CONTINGENCY:						\$57,687.50
TOTAL LETTER OF CREDIT REQUIRED:						\$634,562.50

EXHIBIT J-4
SUMMARY OF PHASE 2B FEES



**Pleasant Hill Estates
 Summary of Outstanding Payments In Lieu of Dedication Pro Rata Payments**

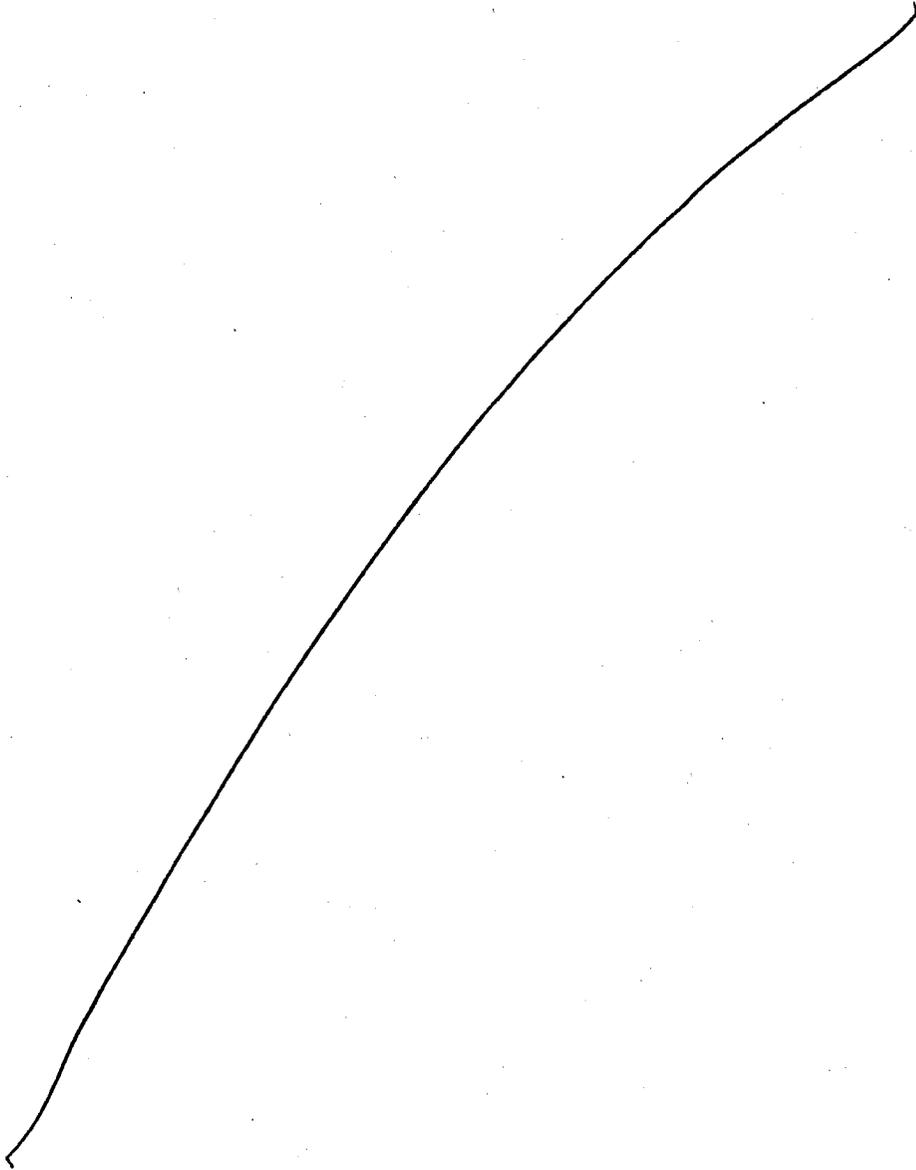
Total Fees to Per Existing Agreements	
Park Payment	\$107,050.00 Fixed amount by original development agreement
Silt Pond Dredging	\$15,916.76 Fixed amount by original development agreement
Runway Sewer	\$126,765.93 Accrues interest until paid off per Runway Sewer cost recovery agreement
Total	\$249,732.69 Due as of April 1, 2016

The developer has the option to pay off the fees per units developed in each phase, the totals listed above are due no matter how many units are ultimately developed, the Runway Sewer charge accrues interest until paid off.

Per Unit Calculation Estimated 159 Total Units	
	Current
REU	Cost per
	159 Unit
Park Payment	\$107,050.00 673.27
Silt Pond Dredging	\$15,916.76 100.11
Runway Sewer	\$126,765.93 Varies based on payment date

Phase 2B Fees and Charges Calculation	
REU	13 Single-family
Park Payment	\$8,752.52
Silt Pond Dredging	\$0.00 Paid in full Phase 1
Runway Sewer	\$11,709.75 This number is based on the 2018 adjusted \$900.75/REU
Total Phase 2B Fees	\$20,475.27

EXHIBIT K-4
UTILITY ENGINEER'S MEMO



Our review of the plans titled "STREET & UTILITY IMPROVEMENTS PLEASANT HILL ESTATES – PHASE 2B" only included the Title Sheet, General Notes and Legend, Plan and Profiles (Sheets 8 – 9) and Construction Details (Sheets 11 – 12).

The submittal included an overview of the proposed Phase 2B development. This overview included lots 28-31, 41-44, 63-66, and 326 (13 lots). In addition the plan shows improvements to lots 27 and 67 (water service and sanitary sewer lateral) and lot 68 (sanitary sewer lateral only).

Plan Review Comments

- Plan and Profile (Sheet 8)
 - Install a new valve at STA 308+60 prior to installation of new water main for isolation/testing.
 - Remove valve at STA 309+59.9.
 - Confirm Salvage Existing Hydrant Note STA in profile.
 - Provide details or notes on existing sanitary manhole rim adjustment. Additional manhole barrel sections will be necessary if a total (new and existing) of more than 12 inches of rings is required.
 - Will a manhole core be required to connect lateral at 0+00 from the existing sanitary manhole or is there a boot in the manhole? If not add appropriate notes and details or show lateral connecting to main.
 - Add 0.1 feet of fall across SMH 341 and SMH 340.
- Plan and Profile (Sheet 9)
 - Remove 8-inch gate valve at STA 404+98.8 and install with future phase.
- Construction Details (Sheet 11)
 - Add a Rodon Hydra Finder Flag to the hydrant details.

Specifications

- Provide Specifications for the project.