

**VILLAGE OF WINDSOR
BOARD RESOLUTION 2020-46**

**APPROVAL OF A 5TH AMENDMENT TO THE DEVELOPMENT AGREEMENT
FOR CONSTRUCTION OF PHASE 3 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 previous phases; and

WHEREAS, Developer is ready to proceed with development of Phase 3 and in order to do so must enter into an amendment of the Development Agreement (the "Amendment"), which is attached hereto; and

WHEREAS, Developer is required to obtain a release of the transfer restrictions affecting the lots in Phase 3 (the "Release"), which is incorporated in the Development Agreement; and

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

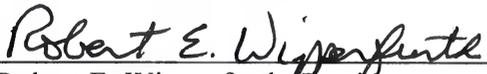
NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Windsor as follows:

1. The Village Board hereby approves the Amendment in the form attached hereto, and authorizes the Village President, Village Attorney, and Village Staff to execute same; subject to the condition that the Developer provide the Letter of Credit as specified in the Development Agreement to the Village, and pay any and all outstanding fees due and owing to the Village.
2. The Director of Planning/Zoning Administrator shall record the Amendment in the Office of the Dane County Register of Deeds, at the Developer's expense.
3. Following satisfaction of the requirements set forth in this Resolution, the Village Engineer shall have the authority to proceed with his customary review and monitoring of the project, including authority to issue to the Developer a notice to proceed with Phase 3.

4. All of the conditions set forth in this Resolution and the Amendment shall be satisfied, as determined by the Village Director of Planning / Zoning Administrator, prior to Developer commencing any work on any subsequent phase.

The above and foregoing Resolution was duly adopted at a meeting of the Village Board of the Village of Windsor on June 18, 2020, by a vote of 3 in favor and 0 opposed.

VILLAGE OF WINDSOR



Robert E. Wipperfurth, President

Attested by:



Christine Capstran, Village Clerk

Incorporated by Reference:

Fifth Amendment to Development Agreement

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

**AMENDMENT NO. 5 TO
DEVELOPMENT AGREEMENT
RE: PLEASANT HILL ESTATES PHASE 3**

Phase 3 Lots and Parcel Identification Numbers:
All located in Plat of Pleasant Hill Estates

Plat of Pleasant Hill Estates

Lot #	Parcel Number
19	196/0910-321-2199-0
20	196/0910-321-2210-0
21	196/0910-321-2221-0
22	196/0910-321-2232-0
23	196/0910-321-2243-0
24	196/0910-321-2254-0
25	196/0910-321-2265-0
26	196/0910-321-2276-0
27	196/0910-321-2287-0
32	196/0910-321-2342-0
33	196/0910-321-2353-0
34	196/0910-321-2364-0
35	196/0910-321-2375-0
36	196/0910-321-2386-0
37	196/0910-321-2397-0
38	196/0910-321-2408-0
39	196/0910-321-2419-0
40	196/0910-321-2430-0
67	196/0910-321-2727-0
68	196/0910-321-2738-0
69	196/0910-321-2749-0
70	196/0910-321-2760-0
71	196/0910-321-2771-0
72	196/0910-321-2782-0
73	196/0910-321-2793-0
74	196/0910-321-2804-0
75	196/0910-321-2815-0
76	196/0910-321-2826-0
77	196/0910-321-2837-0
78	196/0910-321-2848-0

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 Brynerson, LLP
2 E. Mifflin Street, Ste. 200
Madison, WI 53703

PARCEL IDENTIFICATION NUMBERS:

See this page

This Amendment No. 5 to Development Agreement (“**Phase 3 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 June 18, 2020.

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**”), on or about August 3, 2017 (“**Amendment No. 3**”), and on or about September 1, 2018 (“**Amendment No. 4**”), (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 19-27, 32-40 and 67-78, Pleasant Hill Estates, Village of Windsor, Dane County, Wisconsin (“**Phase 3**”), and are entering into this Phase 3 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 3: 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 3 of the Development shall be Lots 19-27, 32-40 and 67-78 in the Plat of Pleasant Hill Estates located in the Village of Windsor, Dane County, Wisconsin” (“**Phase 3 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 to include the attached Exhibit C-5.
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 3 under the Prior Agreement shall be equal to 120% of the costs of the required public improvements in Phase 3.” The total amount of surety for both the general public improvements for Phase 3 is set forth in the attached as Exhibit H-5.
3. **RELEASE OF TRANSFER RESTRICTIONS ON PHASE 3 LOTS: AMEND PARAGRAPH 20 OF ORIGINAL AGREEMENT.** The Village agrees to release and does hereby release the Phase 3 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. 5.

4. **NEW EXHIBIT J-5: SUMMARY OF FEES FOR PHASE 3.** The Village and Developer agree to the summary of fees for Phase 3, which are attached hereto as Exhibit J-5.
5. **NEW PROVISIONS RELATED TO PHASE 3.** The following additional provisions shall be added at the end of the Original Agreement:
 - a. **VILLAGE ENGINEER COMMENTS.** The Developer shall comply with and satisfy the Comments contained in the Village Engineer’s Memo dated June 10, 2020, which is attached hereto as Exhibit K-5.
6. **RATIFICATION.** Except as expressly modified by this Amendment No. 5, 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 the date first written above.

DEVELOPER

PLEASANT HILL ESTATES, LLC

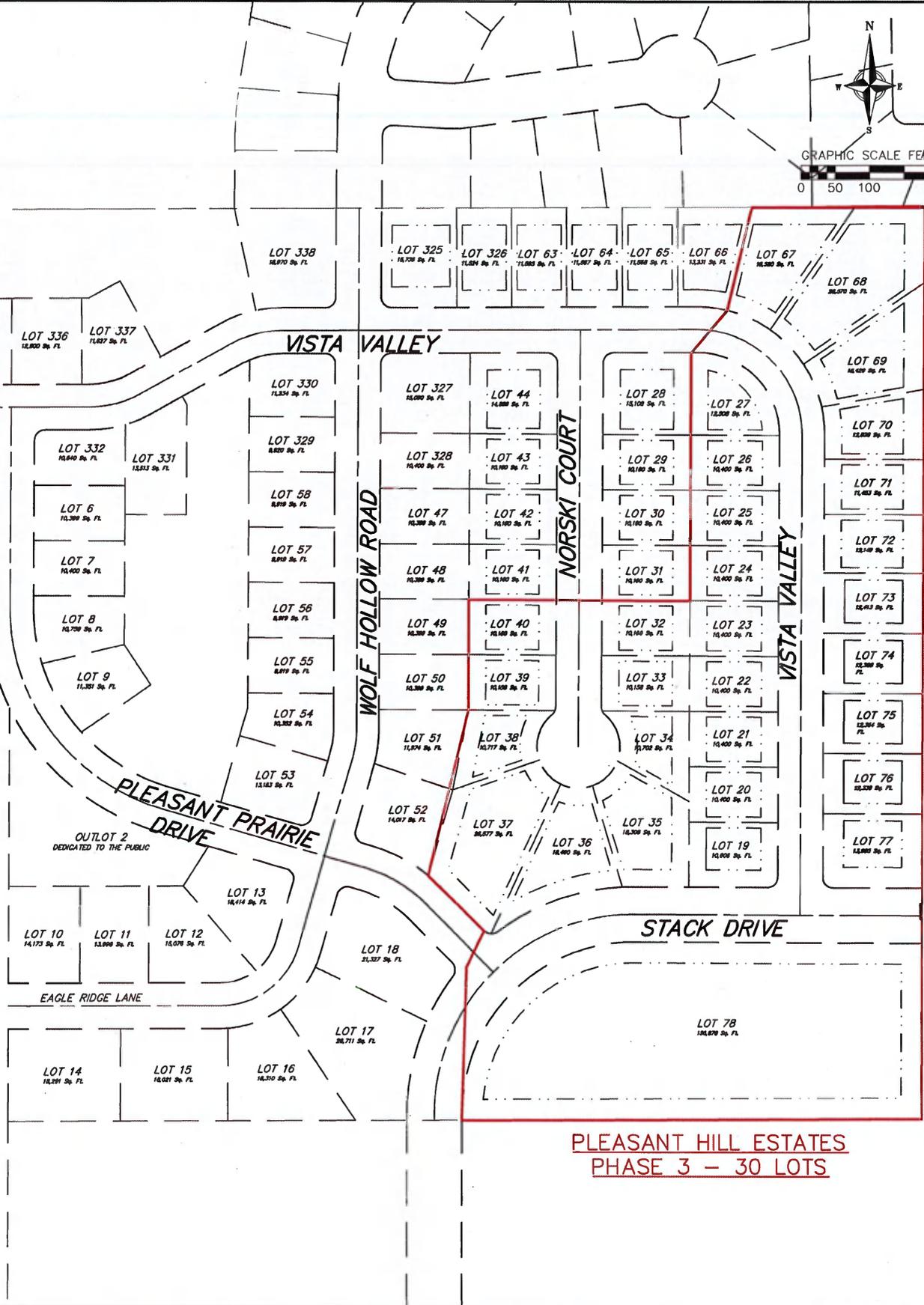
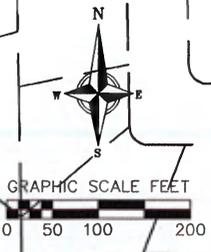
By: _____
Kevin Acker
Authorized Representative

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

On this ____ day of June, 2020, 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).

Print Name: _____
Notary Public in and for Dane County, Wisconsin
My commission is permanent/expires _____

**EXHIBIT C-5
PHASE 3 MAP**



**PLEASANT HILL ESTATES
PHASE 3 – 30 LOTS**

vierbicher
planners | engineers | advisors



Phone: (800) 261-3898

REVISIONS	SCALE	AS SHOWN	SHEET 1 OF 1
	CHECKED	TSCH	
	DRAFTER	DPER	
	FILE	PHE PHASE 3	
JOB NO.	190058	DATE	

EXHIBIT H-5
PHASE 3 LETTER OF CREDIT COST ESTIMATE

Project: Pleasant Hill Estates Phase 3

Client: Premier Builders

Date: June 1, 2020

Project No.: 190058

By: TSCH

Pleasant Hill Estates Phase 3 - Village of Windsor 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	\$16,000.00	\$16,000.00
Subtotal General:						\$16,000.00
DEMOLITION & REMOVALS						
2	31 10 00	Clearing & Grubbing	LS	1	\$2,500.00	\$2,500.00
3	31 10 00	Sawcut - Asphalt	LF	92	\$8.00	\$736.00
4	31 10 00	Remove Pavement - Asphalt	SY	420	\$7.00	\$2,940.00
Subtotal Demolition:						\$6,200.00
EARTHWORK						
5	31 23 16	Common Excavation	CY	21700	\$3.50	\$75,950.00
6	31 23 16	Strip Topsoil - Stockpile Excess On-Site	CY	19930	\$2.50	\$49,825.00
7	31 23 16	Select Granular Backfill - Trucked-In	CY	8100	\$12.00	\$97,200.00
Subtotal Earthwork:						\$223,000.00
SANITARY SEWER						
8	33 31 00	Sanitary Sewer - 8" PVC, SDR 35	LF	1510	\$37.00	\$55,870.00
9	33 31 00	Sanitary Sewer Televising	LF	1510	\$3.50	\$5,285.00
10	33 31 00	Sanitary Sewer Manhole - 48" Dia. w/ Casting	EA	5	\$4,000.00	\$20,000.00
11	33 31 00	Internal Chimney Seal	EA	5	\$500.00	\$2,500.00
12	33 31 00	Sanitary Sewer Service Lateral - 4" PVC, SCH 40	LF	1620	\$32.00	\$51,840.00
13	33 31 00	Connect to Existing Sanitary Manhole (Core and Boot)	EA	4	\$2,600.00	\$10,400.00
14	33 31 00	Sanitary Sewer Trench Compaction	LF	3130	\$4.50	\$14,085.00
Subtotal Sanitary Sewer:						\$160,000.00
WATER MAIN						
15	33 11 13	Water Main - 6" D.I. CL 52	LF	160	\$50.00	\$8,000.00
16	33 11 13	Water Main - 8" D.I. CL 52	LF	1570	\$52.00	\$81,640.00
17	33 12 13	Gate Valve - 6"	EA	6	\$2,600.00	\$15,600.00
18	33 12 13	Gate Valve - 8"	EA	5	\$3,000.00	\$15,000.00
19	33 12 13	Polystyrene Insulation - 2" x 4' x 8' Sheet	EA	5	\$250.00	\$1,250.00
20	33 12 13	Water Service Lateral - 1" Copper w/ Curb Stop	LF	1610	\$35.00	\$56,350.00
21	33 12 19	Hydrant - New W/ Marker Flag	EA	5	\$5,200.00	\$26,000.00
22	33 12 13	Connect to Existing Water Main	EA	3	\$1,500.00	\$4,500.00
23	33 13 00	Water Main Trench Compaction	LF	1730	\$3.50	\$6,055.00
Subtotal Water Main:						\$214,400.00
STORM SEWER & STORMWATER MANAGEMENT						
24	33 41 13	Storm Sewer - 12" RCP, Class III	LF	160	\$43.00	\$6,880.00
25	33 41 13	Storm Sewer - 15" RCP, Class III	LF	70	\$55.00	\$3,850.00
26	33 41 13	Storm Sewer - 18" RCP, Class III	LF	390	\$50.00	\$19,500.00
27	33 41 13	Storm Sewer - 24" RCP, Class III	LF	190	\$60.00	\$11,400.00
28	33 41 14	Apron Endwall - 12" RCP w/ Grate	EA	1	\$1,800.00	\$1,800.00
29	33 41 14	Storm Sewer Manhole - 48"	EA	5	\$2,200.00	\$11,000.00
30	33 41 14	Storm Sewer Manhole - 60"	EA	1	\$2,500.00	\$2,500.00
31	33 41 14	Catch Basin - 2' x 3' Precast Box	EA	5	\$1,800.00	\$9,000.00
32	33 41 14	Connect to Ex. Storm Sewer Structure	EA	1	\$1,300.00	\$1,300.00
33	33 41 14	Storm Sewer Trench Compaction	TF	810	\$2.00	\$1,620.00
Subtotal Storm Sewer & Stormwater Management:						\$68,900.00
STREETS AND PAVEMENT						
34	32 11 23	Base Aggregate Dense - 1-1/4"	TON	4510	\$16.00	\$72,160.00
35	32 23 16	Excavation Below Subgrade (EBS) Undercut	CY	910	\$9.00	\$8,190.00
36	32 23 16	Excavation Below Subgrade (EBS) Backfill - 3" Breaker Run	TON	1920	\$16.00	\$30,720.00
37	32 11 23	Geotextile Fabric - WisDOT Type SR (Subgrade Reinforcement)	SY	2710	\$2.00	\$5,420.00

Pleasant Hill Estates Phase 3 - Village of Windsor Letter of Credit Determination

Bid Item No.	Spec Section Reference	Description	Unit of Measure	Estimated Quantity	Estimated Unit Price	Budget Cost
38	32 12 16	Prepare Base for Asphaltic Paving	LF	1750	\$6.00	\$10,500.00
39	32 12 16	HMA Pavement 3 LT 58-28 S - 2.25" (Lower Layer)	TON	820	\$72.00	\$59,040.00
40	32 12 16	HMA Pavement 4 LT 58-28 S - 1.75" (Upper Layer)	TON	640	\$74.00	\$47,360.00
41	32 12 16	Cleaning & Sweeping	SY	6330	\$0.75	\$4,747.50
42	32 12 16	Tack Coat	SY	6330	\$0.25	\$1,582.50
43	3 30 00	Concrete Curb & gutter - 30"	LF	3480	\$16.00	\$55,680.00
44	3 30 00	Steel Reinforcement - Curb and Gutter	EA	38	\$100.00	\$3,800.00
45	3 30 00	Concrete Sidewalk - 5" Thickness w/ Base Aggregate Dense	SF	17390	\$4.00	\$69,560.00
46	3 30 00	Steel Reinforcement - Concrete Sidewalk	EA	38	\$100.00	\$3,800.00
47	3 30 00	Concrete Sidewalk Ramps - 5" Thickness	SF	160	\$8.00	\$1,280.00
48	10 14 53	Curb Ramp Detectable Warning Field - Yellow	EA	3	\$200.00	\$600.00
49	10 14 53	Adjust Castings & Inlets	LS	1	\$6,000.00	\$6,000.00
50	10 14 53	Traffic Control - Type III Barricade w/ Road Closed	EA	2	\$600.00	\$1,200.00
51	10 14 53	Sign Post - Tubular Steel, 2x2-Inch, 10 Ft.	EA	2	\$300.00	\$600.00
52	10 14 53	Signs - Type II Reflective H	EA	2	\$300.00	\$600.00
Subtotal Streets and Pavement:						\$382,900.00
TREES, PLANTS AND LANDSCAPING						
53		Street Tree - Mount Morrissey Cherry (2" Caliper)	EA	60	\$250.00	\$18,000.00
Subtotal Trees, Plants and Landscaping:						\$18,000.00
TOTAL:						\$1,090,000.00
20% STATUTORY LETTER OF CREDIT						\$218,000.00
TOTAL LETTER OF CREDIT REQUIRED						\$1,308,000.00

**EXHIBIT J-5
SUMMARY OF PHASE 3 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 Units per Original DA

REU	Current
	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 3 Fees and Charges Calculation

REU	82 24 (Single-Family Lots); 5 (Duplex Lots = 10 units); 1 (Multi-Family Lot = 48 units)
Park Payment	\$55,208.18 \$673.27 X 82 Units = \$55,208.18
Silt Pond Dredging	\$0.00 Paid in full Phase 1
Runway Sewer	\$80,314.08 This number is based on the 2020 adjusted \$979.44/REU on 6/18/20
Total Phase 3 Fees	<u>\$135,604.26</u>

**EXHIBIT K-5
VILLAGE ENGINEER'S MEMO**

Memo

To: Village of Windsor

From: Jerry Groth, Village Engineer

Date: 6/10/20

Project No.: 181368.21

Subject: Pleasant Hill Estates - Phase 3; Engineering Review Comments

Review Materials

- a) Preliminary Drawing Set consists of 17 pages of Civil drawings for Pleasant Hill Estates - Phase 3, submitted by Dan Perry P.E., Vierbicher.
- b) Technical Specifications for Pleasant Hill Estates - Phase 3, submitted by Dan Perry P.E., Vierbicher.
- c) Project Cost Estimates for LOC Determination for Village and Dane County

Drawing Comments

- a) Sheet 2; Change Windsor Utility Phone Number to 608-888-0011.
- b) Sheet 4:
 - 1) Extend silt fence to all downstream locations including Lots 67, 32, 37 and 40.
 - 2) Extend inlet protection to downstream locations including Vista Valley/Wolf Hollow, Pleasant Prairie Drive/Wolf Hollow and Stack Drive as needed.
 - 3) Provide information on Lot 78, including number of units, Top of Wall Elevations, plus Minimum Opening Elevations.
 - 4) Provide "hammer-head" road termination at east end of Stack Drive.
 - 5) Adjust ditch east of Stack Drive to accommodate requested "hammer-head" road termination at east end of Stack Drive
 - 6) Provide plan for ditching and/or storm sewer to positively convey stormwater from ditch on east end of Stack Drive and Lot 78 to avoid creation of any low points along boundary with Bell Labs. Is an extension of storm sewer to end of Stack Drive an option to intercept this?
- c) Sheet 7:
 - 1) Check Starting Invert for P340 and compare with existing MH core hole elevation on Sheet 11.
 - 2) Coordinate road termination at end of Stack Drive per Sheet 4 comments.
- d) Sheet 10: Show sanitary sewer pipes and manholes.
- e) Sheet 12: Coordinate road termination at end of Stack Drive per Sheet 4 comments.
- f) Sheet 14:
 - 1) Confirm aggregate base depth for sidewalk on 80' Stack Drive typical section, that differs from 66' typical section and details on sheet 17.
 - 2) Provide information on stop sign locations and other street signs.
- g) Sheet 15: Storz connection to be 5-inch versus 4-1/2 inch in specification.
- h) Sheet 16: Delete steps in manhole detail 6/16.