

**VILLAGE OF WINDSOR
VILLAGE BOARD RESOLUTION 2024-53**

**APPROVAL OF A REDUCTION IN THE LETTER OF CREDIT
FOR WINDSOR CROSSING BANBURY HEIGHTS – PHASES 1, 2 & 3**

WHEREAS, Windsor Crossing, LLC (“Developer”) has requested a reduction in the Letter of Credit which serves as surety for completion of infrastructure for Banbury Heights - Phases 1, 2 & 3; and

WHEREAS, the Developer has completed to the satisfaction of the Village Engineer the infrastructure set forth in the attached Town & Country correspondence, and dedicated same to the Village; and

WHEREAS, the Village Engineer has reviewed the Developer's request and recommends approval of same; and

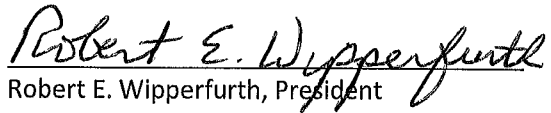
WHEREAS, at its regularly scheduled meeting on June 6, 2024, the Village Board reviewed the dedication, request for a reduction in the Letter of Credit, and the information provided by the Village Engineer.

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

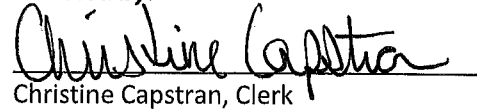
- A. The Village accepts dedication of the infrastructure from the Developer to the Village as set forth in the attached Town & Country correspondence.
- B. The Developer’s Letter of Credit for Windsor Crossing Banbury Heights – Phases 1, 2 & 3 shall be reduced to \$16,620.94 as approved by the Village Engineer, contingent upon receipt by the Village of lien waivers in a form satisfactory to the Village Engineer for all work upon which the reduction is based.
- C. The Developer may provide a copy of this Resolution and the attachments thereto to any third-party requesting verification of the Village's approval of the reduction.
- D. An updated Letter of Credit, in the same form as the previous Letter of Credit, or other surety in a form approved by the Village, shall be issued and provided to the Village simultaneous with or prior to the Village's surrender of the existing Letter of Credit.
- E. Notwithstanding this reduction in the Letter of Credit, the Developer shall remain obligated to timely satisfy all of the conditions imposed by the Village Board to which the Letter of Credit serves as a surety, and to provide satisfactory verification of compliance to the Village. Any necessary or requested reviews or submissions to the Village for determinations of compliance shall be made at least ten (10) business days prior to the date upon which verification of compliance is required.

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 June 6, 2024 by a vote of 5 in favor and 1 opposed.

VILLAGE OF WINDSOR


Robert E. Wipperfurth, President

Attested by:


Christine Capstran, Clerk

Incorporated by Reference:

Developer Request

Town & Country correspondence dated 05/28/2024



Forward Development Group

507 West Verona Avena, Suite 200
Verona, WI 53593
Ph 608.848.9050
forwarddevgroup.com

May 14, 2024

Jamie Rybarczyk, Deputy Administrator and Director of Economic Development

Village of Windsor
4084 Muller Road
DeForest, WI 53532

RE: Windsor Crossing Letter of Credit Release

Dear Jamie,

On behalf of Windsor Crossing, LLC, ("Windsor Crossing") Forward Development Group, LLC is requesting a release of the existing \$173,799.41 letter of credit reduction. For the 1-year guarantee period of the final surfacing and street trees, Windsor Crossing will provide a \$16,620.94 cash surety to the Village of Windsor.

The requested release is due to the final surfacing paving for all streets Phase I through IV and planting of the remaining street trees. The week of May 6, the street trees were also installed throughout Phase III and IV per **Attachment A**.

Attachment B, includes the requested letter of credit release and remaining cash surety balance. Upon completion of the 1-year guarantee period and inspection, Windsor Crossing will request a release of the cash surety balance.

Thank you for the time and consideration of this letter of credit release and cash surety.

Sincerely,

A handwritten signature in black ink, appearing to read "Connor Nett".

Connor Nett, PLA | *Director of Development*
Forward Development Group, LLC

cc:

Konner Kearney (Forward Development Group)
Ron Henshue (Forward Development Group)

Attachments

A – Street Tree Plan Phase III & IV
B – Letter of Credit Release & Cash Surety
Balance

ATTACHMENT A



CREATE THE VISION TELL THE STORY

Kenneth J. Erickson, P.E. (Landscape Architect)
 Madison Regional Office
 161 Horizon Drive, Suite 101A
 Verona, WI 53583
 P. 608.846.0849

FORWARD DEVELOPMENT
 GROUP

CLIENT ADDRESS:
 161 HORIZON DRIVE, SUITE 101A
 VERONA, WI 53583

REPLACE WITH:
 LONDON PLANE TREE
 YELLOWWOOD
 HORNBREAM

PROJECT:
 WINDSOR CROSSING

PROJECT LOCATION:
 VILLAGE OF WINDSOR
 JEFFERSON COUNTY

| | |
|--------------------------|------------|
| DATE: | 12/26/2019 |
| REVISED: | 02/08/2020 |
| ISSUED FOR CONSTRUCTION: | 02/08/2020 |
| DRAWING NUMBER: | L100 |

SHEET NUMBER:
L100
 SHEET NUMBER
 207 PROJECT NOS.

CONTRACTOR AND OWNER RESPONSIBILITY NOTES

- OWNER'S RESPONSIBILITY: OWNER SHALL BE RESPONSIBLE FOR THE DEVELOPMENT AND INSTALLATION OF ALL PLANT MATERIALS IN ACCORDANCE WITH THE CITY OF VERONA LANDSCAPE MAINTENANCE MANUAL. PLANTS SHALL BE PLANTED AND MAINTAINED FOR THE LIFE OF THE PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL PLANT MATERIALS THROUGHOUT THE PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL PLANT MATERIALS THROUGHOUT THE PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL PLANT MATERIALS THROUGHOUT THE PROJECT.
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GENERAL NOTES

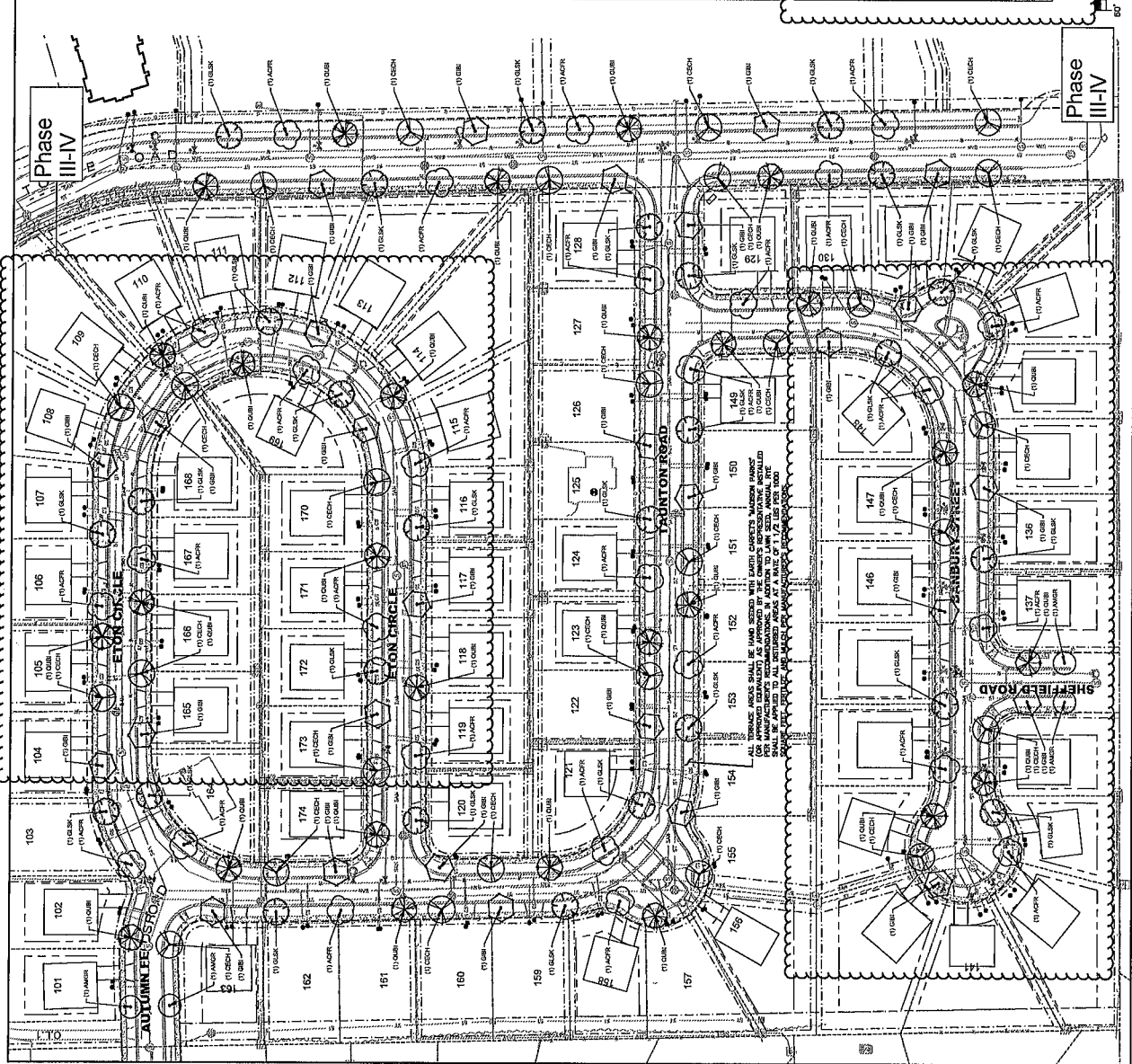
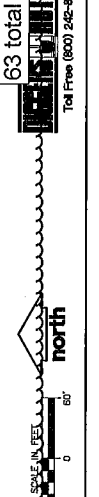
- REFER TO THE EXISTING CONDITIONS SURVEY FOR EXISTING CONDITIONS NOTES AND LEGEND.
- ALL WORK IN THE R/W SHALL BE IN ACCORDANCE WITH THE MUNICIPAL STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL PLANT MATERIALS THROUGHOUT THE PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL PLANT MATERIALS THROUGHOUT THE PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL PLANT MATERIALS THROUGHOUT THE PROJECT.
- BEFORE FOR REVIEW - NOT FOR CONSTRUCTION UNLESS OTHERWISE NOTED IN THE TITLE BLOCK.
- REFER TO "LANDSCAPE DETAILS AND NOTES" SHEET FOR ADDITIONAL DETAILS, NOTES AND SPECIFICATION INFORMATION INCLUDING MATERIALS, GUARANTEE AND EXCEPTION RELATED TO LANDSCAPE PLAN.
- SEE LANDSCAPE MATERIALS NOTES FOR PRODUCTS.

PLANT SCHEDULE PHASE III

| STREET TREES | CODE | PLANT NAME / COMMON NAME | COEFF | SIZE | QTY |
|--------------|------|---|-------|----------|-----|
| ACR | ACR | Acer x Freemanii 'Jeffrey' | B & B | 1.5' Cal | 15 |
| AMR | AMR | Autumn Blaze Maple | B & B | 1.5' Cal | 2 |
| CEM | CEM | Callis coccinellus 'Chicagoan' | B & B | 1.5' Cal | 18 |
| CSB | CSB | Chaquabo Autumn Golf™ | B & B | 1.5' Cal | 14 |
| GLS | GLS | Gleditsia triacanthos f. inermis 'Skyline Sycamore' | B & B | 1.5' Cal | 16 |
| QWB | QWB | Quercus bicolor | B & B | 1.5' Cal | 15 |

PLANT SCHEDULE PHASE IIIIV

| STREET TREES | CODE | PLANT NAME / COMMON NAME | COEFF | SIZE | QTY |
|--------------|------|---|-------|----------|-----|
| ACR | ACR | Acer x Freemanii 'Jeffrey' | B & B | 1.5' Cal | 12 |
| AMR | AMR | Autumn Blaze Maple | B & B | 1.5' Cal | 2 |
| CEM | CEM | Callis coccinellus 'Chicagoan' | B & B | 1.5' Cal | 11 |
| CSB | CSB | Chaquabo Autumn Golf™ | B & B | 1.5' Cal | 14 |
| GLS | GLS | Gleditsia triacanthos f. inermis 'Skyline Sycamore' | B & B | 1.5' Cal | 11 |
| QWB | QWB | Quercus bicolor | B & B | 1.5' Cal | 13 |



63 total
 Tel Free (800) 242-8511

ATTACHMENT B

May 28, 2024

Mr. Jamie Rybarczyk
Community Development Director-Deputy Administrator
Village of Windsor
4804 Mueller Road
DeForest, WI 53532

Subject: Letter of Credit Release – Windsor Crossing, Phase 1 through 4

Dear Jamie:

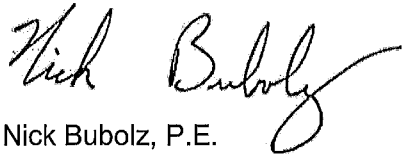
We have reviewed the requested Letter of Credit Release for Windsor Crossing, Phase 1 through 4, submitted on May 14, 2024, and visited the site to perform a final inspection.

The work on the final surface asphalt and street trees appears satisfactory, except a few of the trees require additional stabilization. In lieu of continuing a smaller letter of credit during the 12-month warranty period, the Developer is proposing to deposit a cash surety with the Village.

We concur with the proposed \$16,620.94 cash surety amount, and recommend releasing the letter of credit contingent on the developer completing the tree stabilization.

Please feel free to contact us with any questions or comments regarding this review.

Very truly yours,
TOWN & COUNTRY ENGINEERING, INC.



Nick Bubolz, P.E.

cc: Mr. Davis Clark, Village of Windsor (*via email*)
Mr. Connor Nett, Forward Development Group (*via email*)

NRB:nrb

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