

**RESOLUTION 2011-45  
(7-13-11)**

**RESOLUTION BY THE STORM AND WASTEWATER COMMITTEE AUTHORIZING  
ENTERING INTO A PREDEVELOPMENT AGREEMENT AND AUTHORIZING RESIZING  
CERTAIN SEWER LINES AS PART OF THE TID SANITARY SEWER PROJECT**

WHEREAS, the Village of Sturtevant is proceeding with the construction of a sanitary sewer line to serve the southwest area of the TID in the Village that has been previously authorized by Resolution 2010-47 and Resolution 2011-34; and

WHEREAS, Reesman’s Excavating & Grading, Inc. is the contractor on the project and has requested that the diameter of approximately 1,000 feet of 12 inch diameter pipe be increased to 15 inch diameter pipe at no cost to the Village in order to accommodate potential future development; and

WHEREAS, the Sturtevant Village Board believes that it would be in the best interests of the Village to authorize this upgrade to the project.

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. That the execution of pre-development agreement with the Reesman’s Excavating and Grading Inc. which provides for payment of certain administrative, legal and engineering costs by the developer as set forth in Exhibit A which is attached hereto and incorporated herein is authorized and approved subject to final review and approval by the Village Administrator.
2. That the Village President and the Village Clerk are authorized to sign any agreements or other documents necessary to carry out the intent of this resolution.
3. That the increase in size of approximately 1,000 feet of 12 inch diameter pipe to 15 inch diameter pipe as part of the TID Sanitary Sewer Project as determined by the Village Engineer and at no cost to the Village is authorized and the Village Administrator is authorized to execute any change order necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 19<sup>th</sup> day of July, 2011.

Village of Sturtevant

By \_\_\_\_\_  
Steven Jansen, President

Attest \_\_\_\_\_  
Mary Cole, Village Clerk

## **Exhibit A-Resolution 2011-45**

### **PRE-DEVELOPMENT AGREEMENT**

This Pre-Development Agreement (hereinafter referred to as “the Agreement”), entered into by and between Reesman’s Excavating and Grading, Inc., Burlington, Wisconsin (hereinafter referred to as the “Developer”) and the Village of Sturtevant, regarding the Fonk Farm Development (hereinafter referred to as the “Development”);

#### **W I T N E S S E T H**

**WHEREAS**, the Developer is pursuing the purchase of approximately 167 acres of land, generally described as follows, to-wit:

The west ½ of the northeast ¼ and the east ½ of the northwest ¼ of section 29, Town 3 North, Range 22 East, Racine County, Wisconsin. Also known as the Fonk Farm.

**WHEREAS**, the Developer desires to secure the necessary approvals to allow the extension of sanitary sewer to the Development, including the increase of the pipe diameter of the TID 3 SW Area Sanitary Sewer section of 12” main to 15” main and amending the Southeastern Wisconsin Regional Planning Commission’s City of Racine and Environs Planned Sanitary Sewer Service Area to include that part of the proposed Development that may include extending the service area outside of the Lake Michigan watershed.;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the Developer and Village hereby agree as follows:

#### **I.**

##### **VILLAGE ADMINISTRATIVE, LEGAL AND ENGINEERING SERVICES**

**A.** The Developer agrees to pay all administrative costs incurred by the Village for the efforts to secure the necessary approvals as described above including, but not limited to all engineering, and legal expenses incurred by the Village relating to the approval process.

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**II.**  
**DEVELOPER'S GUARANTEE OF PAYMENT**

**A.** The Developer shall guarantee reimbursement to the Village for all administrative, engineering, and legal costs incurred by the Village by depositing with the Village a bank cashier check or equivalent in the amount of \$5,000.00.

**B.** In the event the indicated deposit becomes insufficient to pay the expenses incurred by the Village, the Developer shall deposit such additional monies, which are required by the Village within fifteen (15) days of written request by the Village to the Developer via U.S. Mail, postage prepaid, or facsimile request.

**C.** The Village shall not be obligated to pay interest to the Developer upon the indicated deposit.

**III.**  
**TERMINATION OF DEVELOPER GUARANTEE**

Upon the approval to increase the pipe diameter and amend the sewer service area as described above; or upon termination of the approvals request by the Developer, any unused monies on deposit with the Village shall be refunded to the Developer.

**IN WITNESS WHEREOF**, the Developer and the Village have executed this Agreement as of \_\_\_\_\_, 2011.

**VILLAGE OF STURTEVANT**

\_\_\_\_\_

\_\_\_\_\_, authorized signatory

ATTEST: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

7/22/2011