



MEMORANDUM

Date: October 14, 2015

To: Dan Duchniak, P.E.

From: Kelly Zylstra, P.E.

Re: Amendment No. 1 to the Developers Agreement for Oberlin Filter

On October 23, 2014, the Water Utility entered into a Developer's Agreement with Pilot Court Partners, LLP for the development of Oberlin Filter located at 827 Silvernail Road. This original agreement called for all water system improvements to be accepted by the Waukesha Water Utility within 12 months.

Amendment No. 1 to the Developer's Agreement extends the completion date to September 30, 2016. The construction of the water main has been completed; however, the final deficiency inspection and acceptance cannot be completed until the final paving work is finished.

A copy of the amendment is attached to this memo and included in the Commission signature folder.

Recommended Motion: Move to approve Amendment No. 1 to the Developer's Agreement For Oberlin Filter located at 827 Silvernail Road.

**AMENDMENT NO. 1 TO DEVELOPER'S AGREEMENT
FOR
OBERLIN FILTER – 827 SILVERNAIL ROAD
(M00477)**

THIS AGREEMENT, made this 25th day of September, 2015, between Pilot Court Partners, LLP, c/o Mike Ignatowski, 404 Pilot Court, Waukesha, WI 53188 hereinafter referred to as the "DEVELOPER", and the City of Waukesha Water Utility hereinafter referred to as the "UTILITY".

WITNESSETH:

WHEREAS, the DEVELOPER is the owner of the land that is within the territory served by the UTILITY, said land being described on **EXHIBIT A of the Developer's Agreement dated 10/23/14** hereinafter referred to as the "SUBJECT LAND"; and

WHEREAS, the DEVELOPER desires to obtain water service for the SUBJECT LAND; and

WHEREAS, the DEVELOPER agrees to construct Improvements as herein described in accordance with the terms of this Agreement, the UTILITY *Specifications for Installation of Water Main and Appurtenances*, as well as the rules and regulations of the UTILITY on file with the State of Wisconsin Public Service Commission, all laws and regulations governing the Improvements on the SUBJECT LAND, and the final approved plans on file in the UTILITY'S office; and

WHEREAS, THE DEVELOPER and UTILITY desire to enter into this Agreement in order to ensure that the DEVELOPER will make and install all UTILITY water system Improvements which are deemed necessary by the UTILITY to serve the SUBJECT LAND and further that the DEVELOPER shall dedicate the UTILITY water system Improvements to the UTILITY without cost to the UTILITY; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the UTILITY and DEVELOPER agree as follows:

SECTION I. PRELIMINARY PLAN PREPARATION & APPROVAL PROCESS - No change to original

SECTION II. PREQUALIFICATION, PREPAYMENT, INDEMNIFICATION, INSURANCE & PREVAILING WAGE DETERMINATION - No change to original

SECTION III. PRIOR TO CONSTRUCTING IMPROVEMENTS - No change to original

SECTION IV. DURING CONSTRUCTION OF IMPROVEMENTS – Change original to read:

B. All Improvement herein shall be completed by the DEVELOPER and accepted by the UTILITY by September 30, 2016.

SECTION V. COMPLETION OF IMPROVEMENTS - No change to original

SECTION VI. RECONCILIATION & DEDICATION - No change to original

SECTION VII. ACCEPTANCE & MAINTENANCE - No change to original

SECTION VIII. GUARANTEE & REPAIRS TO IMPROVEMENTS - No change to original

SECTION IX. MISCELLANEOUS - No change to original

SECTION X. UTILITY RESPONSIBILITIES - No change to original

SECTION XI. AMENDMENTS - No change to original

IN WITNESS WHEREOF, the DEVELOPER and the UTILITY have caused this Agreement to be signed by their appropriate officers and their corporate seals (if any) to be hereunto affixed in two original counterparts the day and year first above written.

DEVELOPER

By: Michael J. Gault

Title: Partner

STATE OF Wisconsin

COUNTY OF Waukesha

Personally came before me this 20th day of Sept., 2015, the above named Partner, Authorized Signatory of Waukesha Pilot Co. Partnership, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Mary J. Szymanski
NOTARY PUBLIC, STATE OF Wisconsin
My commission expires: 6.14.19

WAUKESHA WATER UTILITY
WAUKESHA COUNTY, WISCONSIN

Daniel S. Duchniak, P.E., General Manager

Joseph J. Piatt, Commission President

G. J. Zinda, Commission Secretary

STATE OF WISCONSIN
COUNTY OF WAUKESHA

Personally came before me this _____ day of _____, 2015, the above-named _____, and _____, of the above-named Waukesha Water Utility, to me known to be the persons who executed the foregoing instrument and to me known to be such UTILITY General Manager and UTILITY Commission President, and UTILITY Commission Secretary, respectively, of said entity and acknowledged that they executed the foregoing instrument as such officers as the deed of said entity by its authority and pursuant to the authorization by the UTILITY Commission from their meeting on the _____ day of _____, 2015.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

As Revised September 22, 2015