

VILLAGE OF ALLOUEZ

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Department of Public Works

OLDE RIVER CONDOMINIUM DEVELOPMENT

Landmark Real Estate & Development is preparing final plans and securing permits for the construction of condominiums at 3010 Riverside Drive. Eight buildings will be constructed offering in total 15 condos. Site, grading, drainage, and utility plans will be present at the meeting for review and discussion.

The developer has submitted a stormwater management plan (SWMP) to properly handle the conveyance, treatment and storage of the stormwater. A portion of the site's stormwater runoff will drain into the Village's storm sewer system and will be managed regionally in the Heritage Hill Pond.

New public watermain and sanitary sewer will be extended by the developer into the site to serve the 15 condominiums. Public utility easements will be provided to the Village for the future maintenance of the utilities. The new utilities will be furnished and installed in accordance with the Village's specifications. Village staff or a designated representative will inspect the installation of the utilities to ensure that the contractor is following Village specifications.

An engineering agreement is being prepared to clearly outline the Developer and Village responsibilities and cost. A draft copy of the agreement will be provided at the time of the meeting for review and discussion.

ENGINEERING AGREEMENT BETWEEN THE VILLAGE OF ALLOUEZ AND THE OWNER OF OLDE RIVER CONDOMINIUMS

THIS AGREEMENT, made this _____ day of _____, 201__, by and between the Village of Allouez, a Wisconsin municipal corporation “Village” and Olde River Condominiums, LLC “Owner”.

WITNESSETH

WHEREAS, the Owner owns, approximately 4 acres of land as described on the Site Survey prepared by Mau & Associates, LLP attached hereto (the “Property”) within the Village of Allouez; and

WHEREAS, the Owner proposes to construct a 15-condominium unit development on said Property, hereinafter referred to as the Olde River Condominiums; and

WHEREAS, the development of the Olde River Condominiums will necessitate the installation of private and public improvements; and

WHEREAS, the Village is desirous of the development of the Olde River Condominiums provided that the Owner agrees to certain provisions with regard to the construction of and/or payment for some of the aforementioned infrastructure; and

WHEREAS, Owner will execute a **letter of credit or a performance bond**, at Owner’s option, in an amount equal to the estimated construction cost of the required public improvements to ensure that those improvements will be made within a reasonable time; and further, that the acceptance of dedication of public improvements may be conditioned upon the construction of such improvements according to Village specifications; and

WHEREAS, the purpose of this document is to codify into an engineering agreement exactly what the Village agrees to do and what the Owner agrees to do; and

NOW THEREFORE, the parties hereto agree as follows:

Easements. The Owner shall grant and prepare Village-required easements for the sanitary sewer and watermain facilities. The Village will record the said easements.

The Village will vacate the existing 20-foot sanitary sewer easement.

Inspection Services. Installation of the public sewer and watermain shall be inspected by the Village of Allouez or Village’s designated representative. **The Village will invoice the Owner for the incurred inspection costs in an amount not to exceed \$\$\$\$\$\$\$\$\$.** All pipe material shall be approved by the Village prior to installation. The Owner shall be responsible for the field engineering and survey layout of the infrastructure.

Sanitary Sewer and Watermain. Design and construct the sewer and watermain in accordance with the Village specifications and the Wisconsin DNR administrative codes.

The Owner shall submit and obtain DNR sewer and watermain extension permits. The Owner shall provide copies of all permits to the Village.

The Owner, entirely at its own expense, shall furnish, stake, install, disinfect, and test the sanitary sewer and the watermain. The public watermain shall be 8-inch. The Village will reimburse the Owner in the amount of \$8,500 for the upsizing of the watermain from 6- to 8-Inch pipe. See attached quote from Feaker & Sons Co Inc dated 05/16/2018.

The private ownership and maintenance of the sewer laterals extends from the building to the connection point at the sanitary sewer (wye).

After the completion of the sanitary sewer, all sanitary sewer mains will be cleaned and televised by the Owner's contractor. This includes the televising of the existing interceptor sewer to ensure that the existing pipe was not damaged during construction.

Upon completion of the sanitary sewer and watermain construction, Owner shall provide the Village with a set of as-built drawings and televised reports.

The proposed sanitary sewer and watermain shall be owned and maintained by the Village. Owner agrees to transfer and dedicate ownership to the Village after the successful installation of the utilities.

Owner shall submit permit application and fee for installation of sanitary sewer and water laterals. The permit fee is \$100 for each service.

The Owner shall guarantee all dedicated improvements against defects due to faulty materials and workmanship which appear within one year from the date of acceptance. The Owner shall repair or replace any such improvements as required by the Village to eliminate such defects within one year, consistent with the plans and specifications.

All condominium units will be individually metered. Billing for the water, sanitary sewer and stormwater management will be done in the same manner as all other customers of the Village.

Stormwater Facilities. All private storm sewer, structures and best management practices shall be owned and maintained by the Condominium Association.

Private Drive. The internal roadway serving the Olde River Condominiums is private. The maintenance of the private driveway is the responsibility of the condominium association.

Garbage and Recycling Collection. To avoid the placement of the garbage and recyclable containers along Riverside Drive, the Village of Allouez will enter the condominium property to collect the materials at the end of the driveways in the same manner and frequency as provided to all other Village customers.

The private roadway pavement shall be constructed to the Village street specifications.

Trail Connection. Owner shall pay the Village \$22,000 to help construct multi-use trail to the Fox River Trail. Owner agrees to make two equal installment payments to the Village. The first installment will be paid to the Village in escrow after closing of the 1st condominium unit or by the end of this year, whichever comes first. The remaining payment to be paid to the Village after the closing of the 4th unit or by July 1st, 2019, whichever comes first.

Village to be responsible for the preparation of plans, permits and any easements necessary for the construction of the multi-use trail. **Trail shall be constructed by November 15th, 2019.**

Financial Guarantee. The Owner shall post a performance bond or deposit with the Village an irrevocable letter of credit or other acceptable financial guarantee in an amount **of \$150,000** which shall assure the faithful performance of the Owner's obligations under this agreement. The guarantee shall be reduced from time to time in amounts equal to the value of improvements which have been installed, completed and accepted by the Village. In no event shall the amount of the guarantee be reduced below the aggregate total estimated cost of the improvements not yet installed or accepted plus ten (10%) percent.

Letters of credit or other acceptable financial guarantees shall be approved as to form by the Village attorney. Letters of credit shall be payable to the Village and shall be conditioned upon and guarantee to the Village the performance by the Owner of its obligations under this Agreement.

Time of Completion. The Owner shall complete the installation of the sanitary sewer and watermain improvements required herein no later than November 9th, 2018. In the event the Owner does not complete installation of the improvements required by this Agreement within thirty (30) days after the Village has served notice of default upon the Owner, the Village may complete the same and take ownership of utilities. The Village's costs of doing such work shall be charged to the Owner. The Owner shall be responsible for payment of said costs.

Attorney fees. In the event that the Owner breaches the terms of this agreement, Owner agrees that it will pay all Village incurred legal fees and costs incurred by the Village to enforce the terms of this Agreement.

Complete Agreement. All of the terms and conditions of this agreement are set forth herein or in the exhibits attached hereto, if any, which shall be construed as a part hereof, and all direct and indirect inducements to the making thereof relied upon by any of the parties hereto have been expressed herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

