



Village of Mount Pleasant

VILLAGE BOARD Meeting Agenda January 27, 2020 | 6:30 PM Village Hall – Ebe Auditorium 8811 Campus Drive

1. Pledge of Allegiance
2. Call to Order & Roll Call
3. Public Comment and Input

Members of the public are welcome to provide comments on any matter. Please fill out a comment form, and the President will recognize you. Use the microphone and state your name and address for the public record. Comments are limited to three (3) minutes

CONSENT AGENDA - TRUSTEE HEWITT

Items listed under consent agenda will be approved in one motion without discussion unless any Board member requests that an item be removed for individual discussion. That item then can be considered at an appropriate time during the Board's regular order of business or under New Business.

- a. Approval of the Village Board Meeting minutes of January 13, 2020
- b. Approval of Check Registry 01/07/2020 – 01/21/2020
- c. Approval of applications for New Operators Licenses as listed
- d. Approval of the Schmitz Ready Mix Certified Survey Map Application (CSM-13-19)
- e. Approval of Temporary Easement Agreement with JES MT PLEASANT 20V LLC and MOUNT PLEASANT 20V LLC ETAL
- f. Approval of the Woodbridge Estates II Final Subdivision Plat Application (FSP-01-19)
- g. Approval of the Woodbridge Estates II Development Agreement
- h. Approval of the 2223 Mead Street Conditional Use Application (CU-13-19)
- i. Approval of the Wood Road Certified Survey Map Application (CSM-01-20)

COMMUNITY DEVELOPMENT - TRUSTEE BHATIA

PUBLIC WORKS - TRUSTEE HAVN

1. Discussion on the Relocation Order – Green Ridge Drive Storm Water Project

PLAN COMMISSION - TRUSTEE HEWITT

1. Discussion on the TID 5 roadwork landscaping
2. Discussion and possible action on Ordinance 29-2019: An Ordinance to Amend the Zoning Map for the Village of Mount Pleasant Relating to Property Located at 4526 Northwestern Avenue and Having a Parcel Identification Numbers of 151-03-23-06-061-000 and 151-03-23-06-062-000 from AUH (Agriculture Urban Holding) to B-3 (General Business); Rezone Petition RZ-20-19
3. Discussion and possible action on Ordinance 02-2020: An Ordinance to Amend the Zoning Map for the village of Mount Pleasant Relating to Property Located at 3532 Oakes Road and Having a Parcel Identification Number of 151-03-22-26-051-002 from M-1/OEL (Industrial-Manufacturing/Extractive or Landfill Operations) to M-1 (Industrial-Manufacturing); Rezone Petition RZ-22-19

PUBLIC SAFETY - TRUSTEE EASTMAN

FINANCE/LEGAL/LICENSING- TRUSTEE CLAUSEN

1. Discussion and possible action on the award of TID 5 phase 5 Sewer Project
2. Discussion and possible action on Memorandum of Understanding with Root Pike Win, Racine County, and Village of Mount Pleasant relating to Lamparek Ditch
3. Discussion and possible action on New Massage Establishment for Anodyne Massage located at 4900 Spring Street

PERSONNEL/HUMAN RESOURCES - TRUSTEE FEEST

TOURISM, PARKS & RECREATION AND CIVIC AFFAIRS - TRUSTEE CLAUSEN

1. Discussion and possible action to approve an amendment to the contract for Joint Parks Board of Caledonia and MT Pleasant
2. Discussion and possible action to approve the appointment of Trustee Sonny Havn to the Joint Park Transition Commission for a term to be effective January 28, 2020 and to expire April 2021

REPORTS:

1. Village President:
2. Village Trustees
 - Trustee Havn - Storm Water Project Update
3. Village Administrator - None
4. Village Attorney - None
5. Project Director – Foxconn Project Update
6. Village Staff - None
7. Announcements/recognition of Village residents and employees, memorials, and non-political community events

4. ADJOURN

Request for persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Administrator or Clerk's Office (262) 664-7800 with as much advance notice as possible.

Posted: Thursday, January 23, 2020 at 1:30 pm



VILLAGE BOARD PRESENT: D. DeGroot, S. Havn, A.M. Clausen, R. Bhatia, J. Hewitt, G. Feest, B. Eastman

Village Board Absent:

Staff: M. Murphy, Lieutenant Geyer, T. Beyer, M. Bonn, R. Prtizlaff, C. Lois, S. Kohlhagen

Other:

- 1. Pledge of Allegiance**
- 2. Call to Order & Roll Call**
- 3. Discussion regarding Memorandum of Understanding with Root Pike Win, Racine County, and Village of Mount Pleasant relating to Lamparek Ditch** – Dave Giordano the Executive Director for Root Pike Win made a presentation to the Village Board and the Racine County Executive Committee regarding future watershed projects along the Lamparek Ditch
- 4. Public Comment and Input** - None

CONSENT AGENDA - TRUSTEE HEWITT

- Approval of the Village Board Meeting minutes of December 2, 2019, December 9, 2019 and December 16, 2019
- Approval of Check Registry 12/03/19 – 1/6/20
- Approval of applications for New Operators Licenses as listed
Motion by Hewitt to approve the items on the consent agenda. Motion seconded by Eastman. Motion carried (7-0)

COMMUNITY DEVELOPMENT - TRUSTEE BHATIA

PUBLIC WORKS - TRUSTEE HAVN

- Discussion and possible action on Resolution 1-2020 Final Resolution Authorizing Public Improvement and Levying Special Assessments Against Benefitted Properties in Mount Pleasant on Howe Street from 23rd Street to 24th Street – Motion by Havn to approve Final Resolution 1-2020 authorizing public improvement and levying special assessments against benefitted properties in Mount Pleasant on Howe Street from 23rd Street to 24th Street. Motion seconded by Clausen. Roll Call Vote: Clausen –Aye, Bhatia –Aye, Eastman –Aye, Feest –Aye, Hewitt –Aye, Havn –Aye, DeGroot –Aye. Motion carried (7-0)
- Discussion and possible action on Resolution 2-2020 – A Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers for New Curb and Gutter Construction on Both Sides of Emmertsen Road from STH 20 to North 630' of 16th Street – Motion by Havn to approve Preliminary Resolution 2-2020 declaring intent to exercise special assessment powers for new curb and gutter construction on both sides of Emmertsen Road from STH 20 to North 630 feet of 16th Street. Motion seconded by Hewitt. Roll Call Vote: Clausen –Aye, Bhatia –Aye, Eastman –Aye, Feest –Aye, Hewitt –Aye, Havn –Aye, DeGroot –Aye. Motion carried (7-0)
- Discussion and possible action on the Award of Contract – DPW Mezzanine Office Expansion – Motion by Havn to award the DPW Mezzanine Office expansion contact to the lowest bidder, Absolute Construction for an amount of \$107,700.00. Motion seconded by Eastman. Roll Call Vote: Clausen –Aye, Bhatia –Aye, Eastman –Aye, Feest –Aye, Hewitt –Aye, Havn –Aye, DeGroot –Aye. Motion carried (7-0)
- Discussion and possible action on Resolution 3-2020 – A Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers for New Curb and Gutter Construction on Both Sides of 16th Street from Oakes Road to STH 31 and on Both Sides of Emmertsen Road from 16th Street to 630' North of 16th Street – Motion by Havn to approve Preliminary Resolution 3-2020 declaring intent to exercise special assessment powers for new curb and gutter construction on both sides of 16th Street from Oakes Road to STH 31 and on both sides of Emmertsen Road from 16th Street to 630 feet North of 16th Street. Motion seconded by Clausen. Roll Call Vote: Clausen –Aye, Bhatia –Aye, Eastman –Aye, Feest –Aye, Hewitt –Aye, Havn –Aye, DeGroot –Aye. Motion carried (7-0)

PLAN COMMISSION - TRUSTEE HEWITT

PUBLIC SAFETY - TRUSTEE EASTMAN

FINANCE/LEGAL/LICENSING- TRUSTEE CLAUSEN



1. Discussion and possible action on the Medicare Audit Service Contract – Budget Resolution 4-2020 – Motion by Clausen to approve Budget Resolution 4-2020 authorizing South Shore Fire Department to contract services with Public Consulting Group to assist with Medicare Data Collection Project. Motion seconded by Bhatia. Roll Call Vote: Clausen –Aye, Bhatia –Aye, Eastman –Aye, Feest –Aye, Hewitt –Aye, Havn –Aye, DeGroot –Aye. Motion carried (7-0)
2. Discussion and possible action on Amended Memorandum of Understanding between the Village of Mount Pleasant and Adams Street Development, LLC – Motion by Clausen to approve an amended Memorandum of Understanding between the Village of Mount Pleasant and Adams Street Development, LLC as presented. Motion seconded by Bhatia. Roll Call Vote: Clausen –Aye, Bhatia –Aye, Eastman –Aye, Feest –Aye, Hewitt –Aye, Havn –Aye, DeGroot –Aye. Motion carried (7-0)

PERSONNEL/HUMAN RESOURCES - TRUSTEE FEEST

TOURISM, PARKS & RECREATION AND CIVIC AFFAIRS - TRUSTEE CLAUSEN

REPORTS:

1. Village President: None
2. Village Trustees
 - Trustee Havn - Storm Water Project Update – Trustee Havn stated that he asked T. Beyer to go down and look at the Lake Shore area after the recent storm and he stated that the bluff erosion project in the Village held up
3. Village Administrator - None
4. Village Attorney - None
5. Project Director – None
6. Village Staff - None
7. Announcements/recognition of Village residents and employees, memorials, and non-political community events – Trustee Clausen thanked D. McHugh for quickly responding to questions and R. Prtizlaff for his response to questions regarding the Rolling Hills Subdivision. Trustee Bhatia thanked the Village staff for the completion of 16th Street

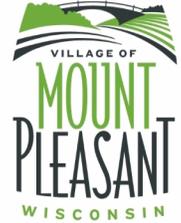
4. ADJOURN

Motion by Feest to adjourn at approximately 7:35 pm. Motion seconded by Clausen. Motion carried (7-0)

Accounts Payable

Checks by Date - Summary by Check Date

User: msotelo
 Printed: 1/22/2020 10:38 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	12605	ELECTRONIC FEDERAL TAX PAYMEN	01/09/2020	102,048.74
ACH	12606	WI REVENUE	01/09/2020	25,499.26
ACH	10330	RACINE COUNTY CONVENTION VISIT	01/09/2020	25,000.00
86074	10266	MT PLEASANT POLICE OFFICERS ASS	01/09/2020	990.00
86075	10439	UNITED WAY OF RACINE COUNTY	01/09/2020	85.00
86076	10482	WI SCTF	01/09/2020	1,048.13
Total for 1/9/2020:				154,671.13
271	13604	NATIONWIDE	01/10/2020	2,135.00
272	13606	SSFD UNION DUES	01/10/2020	2,610.00
273	12633	GREAT WEST FINANCIAL	01/10/2020	17,482.00
274	13605	VSP	01/10/2020	1,477.84
275	12846	DELTA DENTAL OF WISCONSIN, INC	01/10/2020	15,344.23
276	13603	AFLAC	01/10/2020	1,747.12
86077	14192	BIEBELS CLEANING SERVICES	01/10/2020	7,393.00
Total for 1/10/2020:				48,189.19
277	10338	RACINE COUNTY TREASURER	01/15/2020	3,847,603.23
278	10144	GATEWAY TECHNICAL COLLEGE	01/15/2020	868,083.39
279	10342	RACINE UNIFIED SCHOOL DISTRICT	01/15/2020	10,325,648.19
Total for 1/15/2020:				15,041,334.81
86078	10004	3 RIVERS BILLING, INC.	01/16/2020	23.41
86079	13421	3G SAFETY SUPPLY	01/16/2020	110.25
86080	11050	ACCESS INFORMATION MANAGEMEN	01/16/2020	22.99
86081	10014	ADVANCED DISPOSAL SOLID WASTE	01/16/2020	109,419.07
86082	12838	AMERICAN SOLUTIONS FOR BUSINES	01/16/2020	217.38
86083	11089	ANDRES MEDICAL BILLING, LTD	01/16/2020	3,781.10
86084	14336	ASCEND TALENT STRATEGIES, INC	01/16/2020	1,290.00
86085	10037	BATTERIES PLUS LLC	01/16/2020	42.80
86086	10048	BLACKBURN MANUFACTURING CO	01/16/2020	387.52
86087	14440	BLOOMEN, DONALD VANDER	01/16/2020	39.00
86088	13918	BOARD OF COMMISSIONERS OF PUBI	01/16/2020	1,436.40
86089	13539	BONN, MICHAEL	01/16/2020	201.84
86090	10906	BOUCHER, FRANK, INC	01/16/2020	624.59
86091	10049	BOUND TREE MEDICAL, LLC	01/16/2020	4,093.08
86092	10051	BRUNER LAW OFFICES, S.C.	01/16/2020	3,150.00
86093	13590	BUELOW VETTER BUIKEMA OLSON &	01/16/2020	3,259.50
86094	10058	CALEDONIA UTILITY DISTRICT	01/16/2020	516.98
86095	10063	CDW GOVERNMENT, INC.	01/16/2020	1,065.28
86096	13285	CEDAR CORPORATION	01/16/2020	2,480.05
86097	10067	CENTURY SECURITY & COMMUNICA	01/16/2020	190.00
86098	14113	CLIFTONLARSONALLEN LLP	01/16/2020	38,000.00
86099	10081	CONSERV FS, INC	01/16/2020	6,221.60

Check No	Vendor No	Vendor Name	Check Date	Check Amount
86100	13915	DUNCAN ASSOCIATES	01/16/2020	8,303.95
86101	10716	EAGLE MEDIA, INC	01/16/2020	293.46
86102	10110	EHLERS	01/16/2020	8,500.00
86103	13180	FASTSIGNS 301201	01/16/2020	50.80
86104	12303	FIRST SUPPLY LLC	01/16/2020	47.93
86105	13194	FOTH INFRASTRUCTURE AND ENVIR	01/16/2020	4,215.58
86106	10137	FSCI	01/16/2020	440.00
86107	10143	GALLS, INC.	01/16/2020	2,526.32
86108	10188	IMAGE TREND, INC	01/16/2020	1,125.00
86109	10191	ITU ABSORBTECH, INC.	01/16/2020	105.78
86110	10205	JIM'S GARAGE DOOR SERVICE INC.	01/16/2020	1,004.50
86111	13329	KAPUR & ASSOCIATES, INC	01/16/2020	2,003.68
86112	10209	KENOSHA COUNTY CIRCUIT COURT	01/16/2020	401.00
86113	11009	KIRBY BUILT QUALITY PRODUCTS	01/16/2020	1,822.19
86114	10612	KOHLHAGEN, STEPHANIE	01/16/2020	13.92
86115	12299	KREKLING PAINTING AND DECORATI	01/16/2020	560.00
86116	14267	LAKESWOOD FILTERS, INC	01/16/2020	1,726.51
86117	10219	LANDMARK TITLE OF RACINE, INC.	01/16/2020	30.00
86118	10242	MAYER REPAIR	01/16/2020	5,019.71
86119	10249	MENARDS - RACINE	01/16/2020	604.38
86120	10361	MOTION & CONTROL ENTERPRISES L	01/16/2020	34.05
86121	10637	MOTION INDUSTRIES, INC	01/16/2020	172.00
86122	10891	MT PLEASANT SEWER UTILITY	01/16/2020	456.35
86123	13822	MURPHY, MAUREEN	01/16/2020	48.14
86124	14223	NEWEGG BUSINESS, INC.	01/16/2020	2,198.32
86125	10286	OAK CREEK POLICE DEPARTMENT	01/16/2020	124.00
86126	12276	OFFICE COPYING EQUIPMENT LTD.	01/16/2020	87.93
86127	10297	PAT'S SERVICES INC.	01/16/2020	51.00
86128	10298	PERSONAL TOUCH BY JULIE,INC	01/16/2020	167.50
86129	10306	PLEASANT PRAIRIE POLICE DEPT	01/16/2020	155.50
86130	10307	POMP'S TIRE SERVICE INC.	01/16/2020	2,520.94
86131	10322	QUILL	01/16/2020	504.33
86132	10328	RACINE COUNTY CLERK OF COURTS	01/16/2020	229.00
86133	10338	RACINE COUNTY TREASURER	01/16/2020	3,804.83
86134	14268	RACINE JOURNAL TIMES	01/16/2020	273.74
86135	10340	RACINE POLICE DEPT, CITY OF	01/16/2020	342.60
86136	10344	RACINE WATER UTILITY	01/16/2020	1,323.00
86137	10360	RICHLONNS INC.	01/16/2020	379.00
86138	10613	SCHNABEL, KARL H, CO., INC.	01/16/2020	44.05
86139	11051	SMITH, R.A. INC	01/16/2020	9,303.97
86140	14396	STURTEVANT SEWER UTILITY	01/16/2020	296.00
86141	12058	TALL GRASS RESTORATION, LLC	01/16/2020	3,210.00
86142	12617	TRANSUNION RISK & ALTERNATIVE I	01/16/2020	151.00
86143	10963	UL LLC	01/16/2020	1,095.00
86144	10438	UNITED MECHANICAL, INC.	01/16/2020	7,758.00
86146	10459	WE ENERGIES	01/16/2020	742.46
86147	10461	WE ENERGIES (STREET LIGHTS)	01/16/2020	6,826.68
86148	13578	WESOLOWSKI, REIDENBACH & SAJD.	01/16/2020	5,587.50
86149	12018	WI SOCIETY OF EMERGENCY SERVIC	01/16/2020	275.00
86150	10085	WI, STATE OF, COURT FINES	01/16/2020	10,171.41
86151	10488	WILLKOMM, INC., JERRY	01/16/2020	39.46
30053	14320	PTS CONTRACTORS, INC.	01/16/2020	541,295.99
30054	13911	SJ LOUIS CONSTRUCTION, INC	01/16/2020	505,043.30
60238	13337	ACQUISITION CONNECTION, THE d/b/	01/16/2020	262.50
60239	10110	EHLERS	01/16/2020	1,950.00
60240	10219	LANDMARK TITLE OF RACINE, INC.	01/16/2020	100.00
60241	13332	MUELLER COMMUNICATIONS, LLC	01/16/2020	6,298.47

Check No	Vendor No	Vendor Name	Check Date	Check Amount
60242	10830	RACINE WATER & WASTEWATER UTII	01/16/2020	1,605,645.74
60243	10514	VON BRIESEN & ROPER, S.C.	01/16/2020	865.00
40158	13421	3G SAFETY SUPPLY	01/16/2020	3,453.78
40159	13796	CREUZIGER FARMS, INC	01/16/2020	15,182.55
40160	10219	LANDMARK TITLE OF RACINE, INC.	01/16/2020	300.00
40162	10410	STURTEVANT, VILLAGE OF	01/16/2020	2,492.89
40163	12112	VASSH & SONS EXCAVATING INC	01/16/2020	78,711.00
Total for 1/16/2020:				3,035,341.53
86152	10647	AURORA HEALTH CARE	01/20/2020	917.00
86153	14441	BENEDICT, JEAN	01/20/2020	25.00
86154	10081	CONSERV FS, INC	01/20/2020	4,881.60
86155	10086	CRANE ENGINEERING SALES INC.	01/20/2020	349.14
86156	12303	FIRST SUPPLY LLC	01/20/2020	92.20
86157	10129	FLOYD'S TOWING, INC	01/20/2020	260.00
86158	10268	MT PLEASANT SEWER UTILITY DISTF	01/20/2020	1,250.00
86159	10328	RACINE COUNTY CLERK OF COURTS	01/20/2020	3,939.40
86160	10437	UNITED HEALTHCARE - SLC UTAH	01/20/2020	153.18
86161	10514	VON BRIESEN & ROPER, S.C.	01/20/2020	5,928.00
60244	10514	VON BRIESEN & ROPER, S.C.	01/20/2020	15,448.00
40164	13896	MOUNT PLEASANT, VILLAGE OF	01/20/2020	3,563.59
Total for 1/20/2020:				36,807.11
86162	10058	CALEDONIA UTILITY DISTRICT	01/21/2020	7,573.62
86163	13896	MOUNT PLEASANT, VILLAGE OF	01/21/2020	465.39
86164	10830	RACINE WATER & WASTEWATER UTII	01/21/2020	82,493.64
86165	10410	STURTEVANT, VILLAGE OF	01/21/2020	517.70
86166	13896	MOUNT PLEASANT, VILLAGE OF	01/21/2020	3,401.05
86167	10830	RACINE WATER & WASTEWATER UTII	01/21/2020	15,771.40
Total for 1/21/2020:				110,222.80
Report Total (120 checks):				18,426,566.57

New Operator License - Committee of the Whole Meeting January 13, 2020

The Committee of the Whole Recommends the granting and issuance of the following operator licenses on January 27, 2020 Village Board Consent Agenda

New Operator Licenses for July 1, 2019 Year - through June 30, 2021

Name	Establishment
Surendonk, Elizabeth	Wells Brothers
Schmoltdt, Dawn	Speedway LLC
Rogers, Monica	Festival Foods
Joseph, Richard	Festival Foods
Hiltner, Karen	Delta Hotel
Stacy, Lisa	Meadowbrook Country Club
Rivers, Lisa	Wells Brothers
Coronado, Joann	Walgreens - Spring Street
Seaks, Christina	Aldi
Fesko, Amy	Meadowbrook Country Club



Village Board Executive Summary

Title

Schmitz Ready Mix Certified Survey Map Application (CSM-13-19)

Tax Parcel(s): 151-03-22-26-051-002

Owner: SRM Racine LLC

Applicant: Matthew Schmitz

Background

The applicant proposed to create three parcels at 3532 Oakes Road. On October 23, 2019, at the Plan Commission meeting, the applicant asked the Plan Commission to table the application so they could make additional revisions to the application. The applicant subsequently submitted a revised CSM with two, more evenly sized lots of 10.419 acres and 5.432 acres. The applicant wishes to reserve Lot 1 for the approved Schmitz Ready Mix development while marketing Lot 2 for sale and future development. The property is currently zoned M-1/OEL (Industrial/Extractive or Landfill Operations).

Village staff recommends rezoning Lot 2 to remove the OEL designation while keeping the lot industrial. This recommendation preserves some of the industrial land left in the Village, while not allowing extractive operations on the remaining lot. *Staff also note that this rezone would be subsequent and separate from approval of this Certified Survey Map Application, which deals only with splitting the parcel into three lots. The future zoning comments are concerning the development of the parcel in the long-term, and zoning for potential future parcels, if asked for by the Plan Commission or Village Board, could be approved at the earliest on January 27, 2020.*

Consistency with Comprehensive Plan

The Village 2035 Master Land Use Plan identifies the area as Mixed Use Business/Commercial. The current zoning of the parcel is M-1/OEL. CSM-13-19 coincides with this designation.

Fiscal Note/Budget Impact

N/A

Conditions for Approval

The village staff and the Plan Commission do not recommend any conditions for approval.

Recommendation

The village staff and the Plan Commission recommend **a motion to approve the Schmitz Ready Mix Certified Survey Map Application (CSM-13-19).**

8811 Campus Drive, Mount Pleasant, WI 53406
T: (262) 664-7800 F: (262) 664-7801

info@mtpleasantwi.gov
www.mtpleasantwi.gov

Attachments

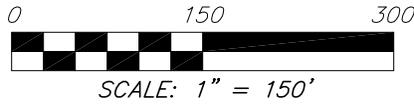
- CSM (Revised Draft)

Prepared By

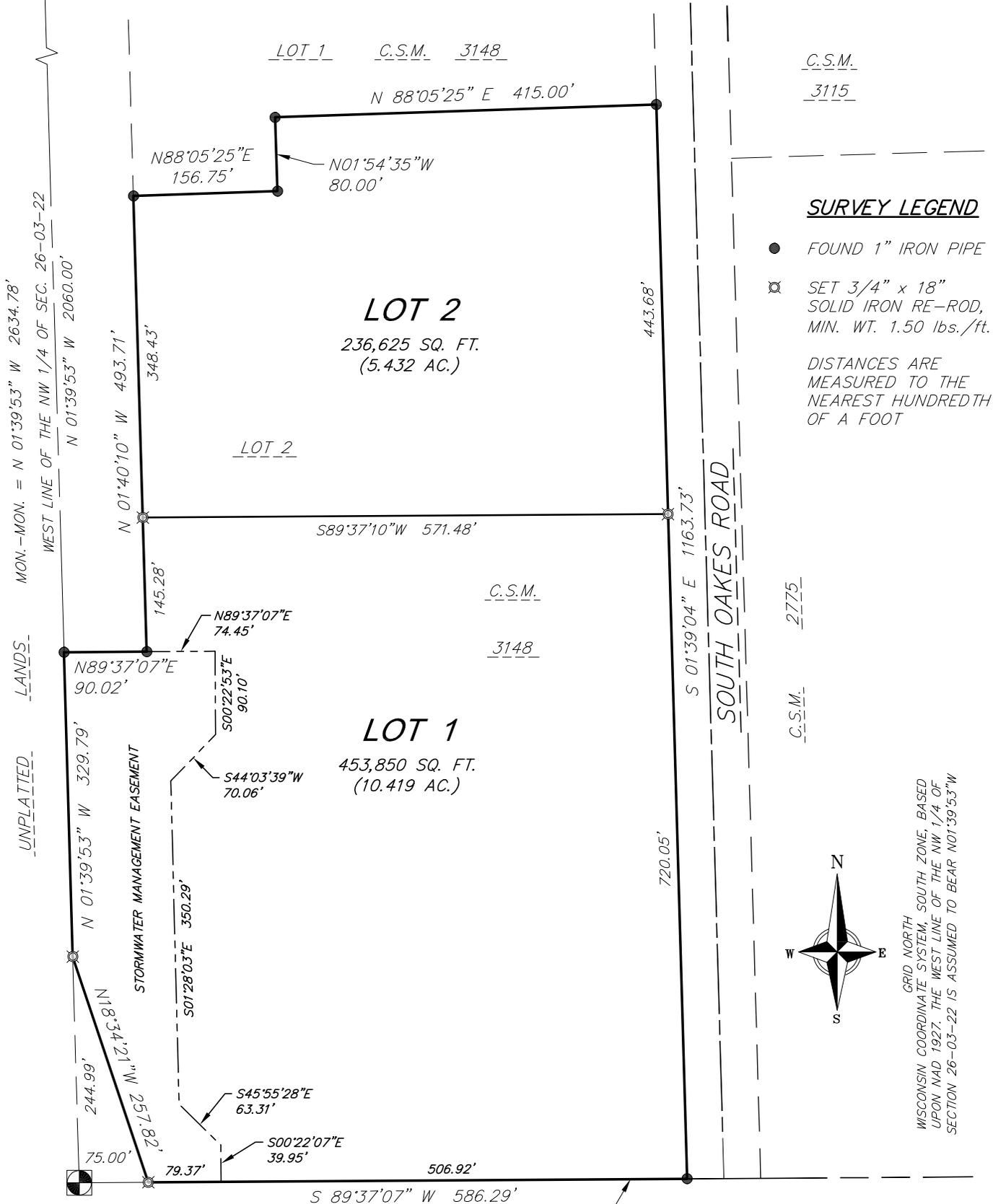
Samuel Schultz, Community Development Director
January 27, 2020

CERTIFIED SURVEY MAP No. _____

ALL OF LOT 2, CERTIFIED SURVEY MAP NUMBER 3148, AS RECORDED IN VOLUME 10, ON PAGES 286-289, AS DOCUMENT NUMBER 2399242, RACINE COUNTY REGISTRY AND LOCATED IN THE WEST 1/2 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 03 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MT. PLEASANT, RACINE COUNTY, WISCONSIN.



NORTHWEST CORNER SECTION 26-03-22, FOUND BRASS CAP MONUMENT OF RECORD
N=261,548.18
E=2,571,203.63



SURVEY LEGEND

- FOUND 1" IRON PIPE
 - ⊗ SET 3/4" x 18" SOLID IRON RE-ROD, MIN. WT. 1.50 lbs./ft.
- DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT



GRID NORTH
WISCONSIN COORDINATE SYSTEM, SOUTH ZONE, BASED UPON NAD 1927. THE WEST LINE OF THE NW 1/4 OF SECTION 26-03-22 IS ASSUMED TO BEAR N01°39'53"W

WEST 1/4 CORNER SECTION 26-03-22, FOUND BRASS CAP MONUMENT OF RECORD
N=258,914.57
E=2,571,280.18

SOUTH LINE OF THE NW 1/4 OF SEC. 26-03-22

vierbicher
planners | engineers | advisors
Phone: (800) 261-3898



FN: 180382
DATE: 12/02/2019
REV:
Drafted By: MZIE
Checked By: MMAR

SURVEYED FOR:
SRM Racine LLC
5400 N 124th St
Milwaukee, WI 53225

C.S.M. No. _____
Doc. No. _____
Vol. _____ Page _____

SHEET 1 OF 3

CERTIFIED SURVEY MAP No. _____

ALL OF LOT 2, CERTIFIED SURVEY MAP NUMBER 3148, AS RECORDED IN VOLUME 10, ON PAGES 286–289, AS DOCUMENT NUMBER 2399242, RACINE COUNTY REGISTRY AND LOCATED IN THE WEST 1/2 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 03 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MT. PLEASANT, RACINE COUNTY, WISCONSIN.

LEGAL DESCRIPTION

All of Lot 2, Certified Survey Map Number 3148, as recorded in Volume 10, on Pages 286–289, as Document Number 2399242, Racine County Registry and located in the West half (1/2) of the Northwest Quarter of Section 26, Township 03 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, Wisconsin.

Said description contains 690,475 square feet or 15.851 acres, more or less.

SURVEYOR'S CERTIFICATE

I, Michael J. Ziehr, Professional Land Surveyor, S–2401, do hereby certify to the best of my knowledge and belief, that I have surveyed, divided and mapped the lands described herein and that the map on sheet one (1) is a correct representation of the exterior boundaries of the land surveyed and the division of that land in accordance with the information provided. I further certify that this Certified Survey Map is in full compliance with Section 236.34 of the Wisconsin State Statutes, Chapter A–E7 of the Wisconsin Administrative Code and the Section 101.06 of the Village of Mt. Pleasant Land Division Control Ordinance in surveying, dividing and mapping the same.

Vierbicher Associates, Inc.
By: Michael J. Ziehr

Date: _____

Signed: _____
Michael J. Ziehr, P.L.S. S–2401

VILLAGE OF MT. PLEASANT CERTIFICATE

Approved as a Certified Survey Map this _____, day of _____, 20_____.

Stephanie Kohlhausen, Clerk/Treasurer
Village of Mt. Pleasant

02 Dec 2019 - 11:46a M:\Schmitz Ready Mix\180382 S. Oakes Road Site\CADD\180382_CSM.dwg by:mzie

 planners engineers advisors Phone: (800) 261-3898		FN: 180382	SURVEYED FOR:	C.S.M. No. _____	SHEET 3 OF 3
		DATE: 12/02/2019	SRM Racine LLC	Doc. No. _____	
		REV:	5400 N 124th St	Vol. _____ Page _____	
		Drafted By: MZIE	Milwaukee, WI 53225		
		Checked By: MMAR			

Document Number

Easement Agreement

Title of Document

Name and Return Address

Parcel Identification Numbers (PIN)

EASEMENT AGREEMENT

This Easement Agreement is made this 22nd day of November 2019, by and between JES MT PLEASANT 20V LLC and MOUNT PLEASANT 20V LLC ETAL, collectively referred to in this Agreement as the "Owner", and the VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN, a municipal corporation, referred to in this Agreement as the "Grantee".

RECITALS:

- A. The Owner is the fee simple holder of certain real property in the Village of Mount Pleasant, Racine County, State of Wisconsin, as more particularly described on Exhibit A attached hereto and incorporated herein. Said real property is referred to in this Agreement as the "Property."
- B. The Grantee has requested that the Owner grant a utility easement (referred to in this Agreement as the "Easement") over certain portions of the Property described on Exhibit A attached hereto and incorporated herein. The portions of the Property described in Exhibit A are referred to in this Agreement as the "Utility Easement Area." The location of the Utility Easement Area concerning the Property is as shown on Exhibit B attached hereto and incorporated herein.
- C. The Owner and Grantee wish to reconfigure a portion of previously dedicated right-of-way to cover the easement area, as described in Exhibit C, which both parties anticipate will take place on or before December 31, 2020.
- D. As used herein, the term "Water Main" shall refer to a water main pipeline that is to be constructed within the Utility Easement Area and after that used by the Racine Water Utility to convey water to provide water to retail and wholesale customers of the Racine Water Utility. The term "Sanitary Sewer Main and Pipelines" shall refer to a sanitary sewer main and pipelines that are to be constructed within the Utility Easement Area and after that used by the Village of Mount Pleasant to convey sewage across, through and under real estate hereinafter described.

AGREEMENT:

The parties agree as follows:

- 1) Grant of Easement. The Owner grants to the Grantee, and their contractors, successors and assigns:
 - a) A temporary construction easement over the portion of the Property described in Exhibit A for the purpose of constructing the Water Main and/or Sanitary Sewer Main and Pipelines and for transporting equipment and materials in connection with the construction of the Water Main and/or Sanitary Sewer Main and Pipelines. This Temporary Construction Easement shall expire on December 31, 2020.
 - b) If the reconfiguration of right-of-way does not take place by December 31, 2020, as stated in Recital C, a permanent and perpetual easement and right-of-way over, across, under and through the Utility Easement Area not already covered by public right-of-way, for the purpose of constructing, using, operating, cleaning, maintaining, altering, repairing and replacing the Water Main and/or Sanitary Sewer Main and Pipelines, and the conveyance of water via the Water Main and/or sewage via the Sanitary Sewer Main and Pipelines.

- c) The right to cut down and remove or trim all trees, bushes or other vegetation existing within the Utility Easement Area, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Utility Easement Area that interfere with the construction, use, operation, cleaning, maintenance, alteration, repair or replacement of the Water Main and/or Sanitary Sewer Main and Pipelines within the Utility Easement Area; and
 - d) The right to remove any fences, structures or improvements located within the Utility Easement Area to the extent necessary to carry out the construction, use, operation, cleaning, maintenance, alteration, repair or replacement of the Water Main and/or Sanitary Sewer Main and Pipelines within the Utility Easement Area.
- 2) Restrictions on Utility Easement Area. The Owner covenants and agrees that after the Water Main and/or Sanitary Sewer Main and Pipelines have been constructed:
- a) No fences, structures or improvements will be erected, and no additional trees, bushes or other vegetation will be planted, within the Utility Easement Area without the written consent of the Grantee;
 - b) The elevation of the existing ground surface within the Utility Easement Area will not be altered without the written consent of the Grantee; and
 - c) The Owner shall not impede the flow of water through the Water Main and/or sewage through the Sanitary Sewer Main and Pipelines.
- 3) Restoration of Surface. The Grantee shall reasonably restore the surface of the Property disturbed by the Grantee's construction, use, operation, cleaning, maintenance, alteration, repair or replacement of the Water Main and/or Sanitary Sewer Main and Pipelines within the Utility Easement Area. Said restoration shall be to the condition that existed prior to the Grantee's entry on the Property; provided, however that the Grantee shall not be required to replant any trees, bushes or other vegetation that would interfere with the construction, use, operation, cleaning, maintenance, alteration, repair or replacement of the Water Main and/or Sanitary Sewer Main and Pipelines within the Utility Easement Area.
- 4) Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent the Grantee from the later use of said easement rights to the fullest extent authorized in this Agreement.
- 5) Covenants Run With Land and Assignability. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land that is the Property and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Grantee and its respective successors and assigns. The rights and interests of the Grantee in this Easement may be assigned by the Grantee to another entity without the consent of the Owner and Grantee hereby assigns its rights and interests in this Easement, as it relates to water/water main to the City of Racine.
- 6) Warranty. The Owner does hereby warrant and covenant that it owns the Property in fee simple and is lawfully seized and possessed of the Property; that it has a good and lawful right to grant this Easement to the Grantee, that the persons executing this Agreement on behalf of the Owner are fully authorized to execute this Agreement on behalf of the Owner; that this Agreement is the binding obligation of the Owner; and that the Property is free and clear of all liens and encumbrances, except for recorded easements, covenants, and mortgages, if any.

Dated the 22nd day of November 2019.

GRANTEE:

VILLAGE OF MOUNT PLEASANT

By: _____

David DeGroot, President

Attest: _____

Stephanie Kohlhagen, Village Clerk

STATE OF WISCONSIN)

) SS

COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2015, the above-named DAVID DEGROOT, PRESIDENT AND STEPHANIE KOHLHAGEN, CLERK, of the Village of Mount Pleasant, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village of Mount Pleasant.

Notary Public, State of Wisconsin

My Commission: _____

**EXHIBIT A: LEGAL DESCRIPTION OF THE TEMPORARY
CONSTRUCTION EASEMENT AREA**

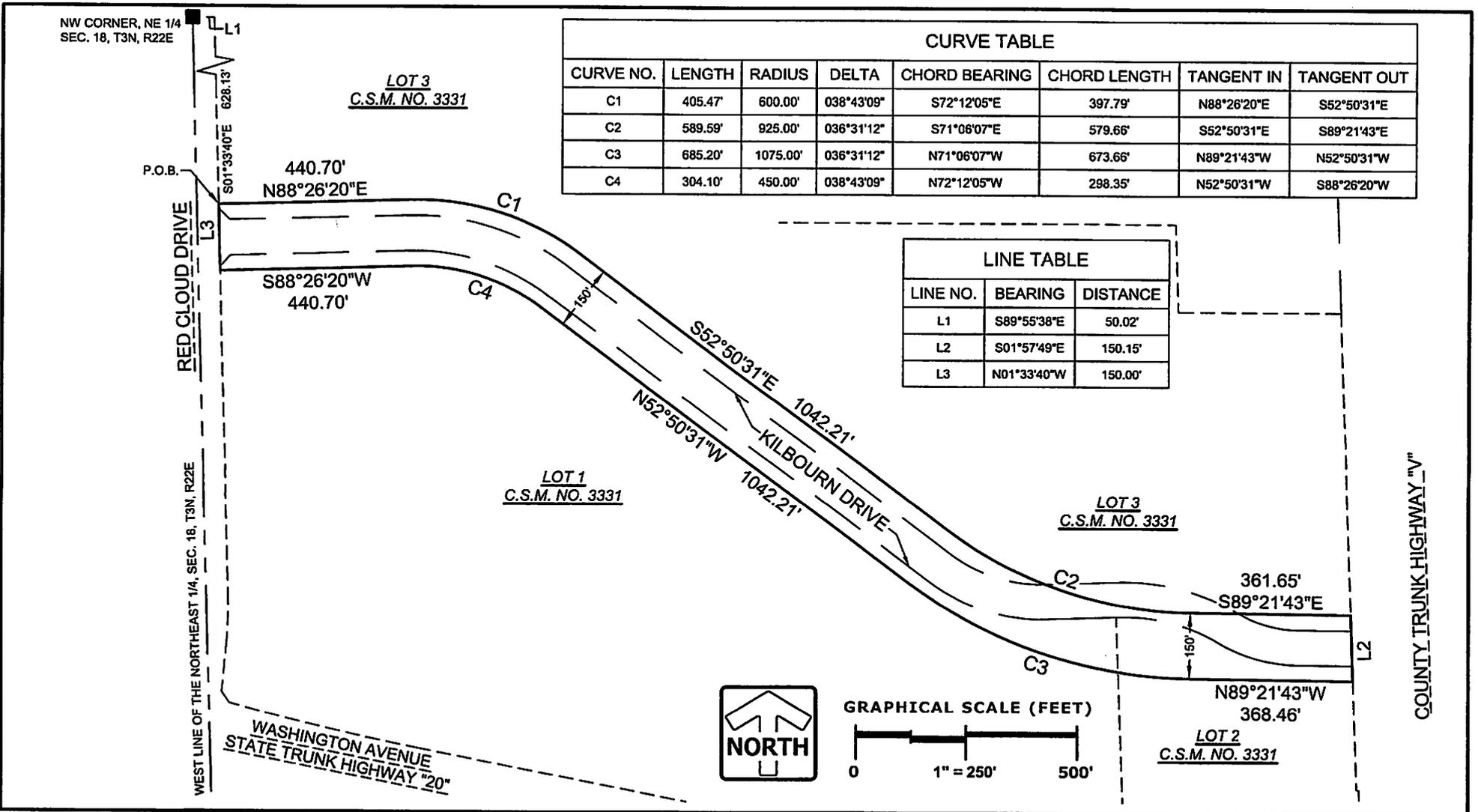
LEGAL DESCRIPTION:

Being a part of Lots 1, 2, 3, and Kilbourn Drive of Certified Survey Map No. 3331, as recorded in the Racine County Register of Deeds, in Volume 11, Page 36 as Document No. 2510959, located in the Northwest 1/4, Northeast 1/4, and Southeast 1/4 of the Northeast 1/4 of Section 18, Township 3 North, Range 22 East, Village of Mount Pleasant, Racine County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 18; Thence South $89^{\circ}55'38''$ East, along the north line of said Northeast 1/4, 50.02 feet to the northwest corner of said Lot 3 and the easterly right of way line of Red Cloud Drive; Thence South $01^{\circ}33'40''$ East said easterly right of way line, 628.13 feet to the Point of Beginning.

Thence North $88^{\circ}26'20''$ East, 440.70 feet to a point of curvature; Thence southeasterly 405.47 feet along the arc of said curve to the right, whose radius is 600.00 feet and whose chord bears South $72^{\circ}12'05''$ East, 397.79 feet; Thence South $52^{\circ}50'31''$ East, 1042.21 feet to a point of curvature; Thence southeasterly 589.59 feet along the arc of said curve to the left, whose radius is 925.00 feet and whose chord bears South $71^{\circ}06'07''$ East, 579.66 feet; Thence South $89^{\circ}21'43''$ East, 361.65 feet to the east line of said Lot 3 and the westerly right of way of County Trunk Highway "V"; Thence South $01^{\circ}57'49''$ East along said westerly right of way 150.15 feet; Thence North $89^{\circ}21'43''$ West, 368.46 feet to a point of curvature; Thence northwesterly 685.20 feet along the arc of said curve to the right, whose radius is 1075.00 feet and whose chord bears North $71^{\circ}06'07''$ West, 673.66 feet; Thence North $52^{\circ}50'31''$ West, 1042.21 feet to a point of curvature; Thence northwesterly 304.10 feet along the arc of said curve to the left, whose radius is 450.00 feet and whose chord bears North $72^{\circ}12'05''$ West, 298.35 feet; Thence South $88^{\circ}26'20''$ West, 440.70 feet to the west line of said Lot 1 and the easterly right of way of Red Cloud Drive; Thence North $01^{\circ}33'40''$ West along said easterly right of way line, 150.00 feet to the Point of Beginning.

EXHIBIT B: LOCATION OF THE UTILITY EASEMENT AREA WITH RESPECT TO THE PROPERTY



EXHIBIT

11/21/2019

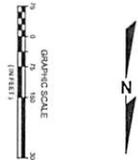
PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER

PEG JOB#874.00A

EXHIBIT C: FUTURE RECONFIGURATION OF RIGHT-OF-WAY



811
Know what's below.
Call before you dig.

811
Know what's below.
Call before you dig.



current as planned sewer and water

right of way per CSM 3331

TID #1 - RED CLOUD DRIVE
VILLAGE OF MOUNT PLEASANT



16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI | Cedarburg, WI
Mount Pleasant, WI | Naperville, IL | Pittsburgh, PA | Irvine, CA

DATE	DESCRIPTION

© COPYRIGHT 2019 R. Smith, Inc.
DATE: 09/17/2019
SCALE: Custom
JOB NO: 1180802
PROJECT MANAGER: JASON K. HEDRICH, P.E.
DESIGNED BY:
CHECKED BY:
SHEET NUMBER



Village Board Executive Summary

Title

Woodbridge Estates II Final Subdivision Plat Application (FSP-01-19)

Parcel #151-03-22-02-028-003

Owner/Applicant: Home Path Financial L.P.

Background

The applicant wishes to construct a 14 lot subdivision along Summerset Drive north of Woodbridge Drive. The lots meet the R-75 district standards. The cul-de-sac is necessary due to the pond and wetlands to the west of the subject property.

Consistency with Comprehensive Plan

The Village 2035 Master Land Use Plan recommends residential for the subject property. FSP-01-19 coincides with this recommendation.

Fiscal Note/Budget Impact

Adjacent home values in the Woodbridge Estates subdivision to the south are approximately \$275,000. The buildout of all 14 lots at such values would generate about \$3,850,000 of taxable value or roughly \$71,687 in annual taxes for the local taxing jurisdictions.

Conditions

The Village staff and the Plan Commission recommend the following conditions for approval.

1. The applicant shall file paperwork received from the plat objecting agencies with the Village.
2. The applicant shall remove the Zoning Setbacks & Minimums listed on the face of the plat.
3. The applicant shall execute a Development Agreement with the Village for the installation of the required public utilities.
4. The applicant shall provide the Village with a copy of any restrictive private covenants or homeowner's association documents.
5. The applicant shall provide the Village with signed agreements or receipts for the Prairie Green Drainage District.
6. The applicant shall pay any private rights of recovery.

Recommendation

The Village staff and the Plan Commission recommend a **motion to approve the Woodbridge Estates II Final Subdivision Plat Application (FSP-01-19) subject to the recommended conditions.**

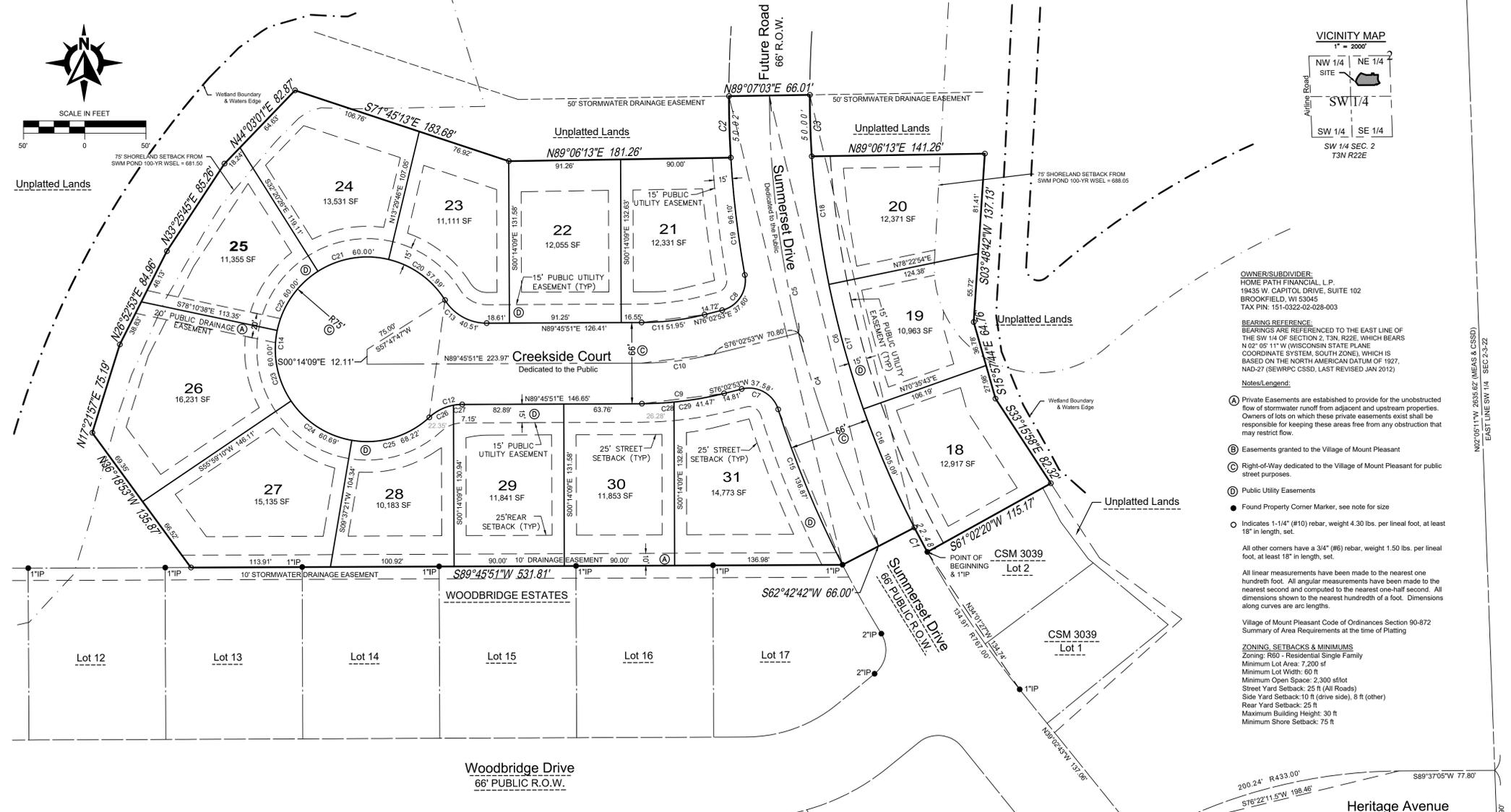
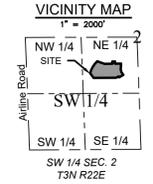
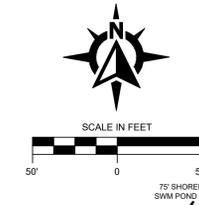
Attachments

- Final plat

Prepared By

Samuel Schultz, Community Development Director
January 27, 2020

WOODBRIDGE ESTATES II
 BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2,
 TOWNSHIP 3 NORTH, RANGE 22 EAST, VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN



OWNER/SUBDIVIDER:
 HOME PATH FINANCIAL, L.P.
 19435 W. CAPITOL DRIVE, SUITE 102
 BROOKFIELD, WI 53045
 TAX PIN: 151-0322-028-003

BEARING REFERENCE:
 BEARINGS ARE REFERENCED TO THE EAST LINE OF THE SW 1/4 OF SECTION 2, T3N, R22E, WHICH BEARS N 02° 05' 11" W (WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE), WHICH IS BASED ON THE NORTH AMERICAN DATUM OF 1927, NAD-27 (SEWRPC CSDS, LAST REVISED JAN 2012).

Notes/Legend:

- (A) Private Easements are established to provide for the unobstructed flow of stormwater runoff from adjacent and upstream properties. Owners of lots on which these private easements exist shall be responsible for keeping these areas free from any obstruction that may restrict flow.
- (B) Easements granted to the Village of Mount Pleasant
- (C) Right-of-Way dedicated to the Village of Mount Pleasant for public street purposes.
- (D) Public Utility Easements
- Found Property Corner Marker, see note for size
- Indicates 1-1/4" (#10) rebar, weight 4.30 lbs. per lineal foot, at least 18" in length, set.

All other corners have a 3/4" (#6) rebar, weight 1.50 lbs. per lineal foot, at least 18" in length, set.

All linear measurements have been made to the nearest one hundredth foot. All angular measurements have been made to the nearest second and computed to the nearest one-half second. All dimensions shown to the nearest hundredth of a foot. Dimensions along curves are arc lengths.

Village of Mount Pleasant Code of Ordinances Section 90-872
 Summary of Area Requirements at the time of Platting

ZONING, SETBACKS & MINIMUMS
 Zoning: R60 - Residential Single Family
 Minimum Lot Area: 7,200 sq ft
 Minimum Lot Width: 60 ft
 Minimum Open Space: 2,300 sq ft
 Street Yard Setback: 25 ft (All Roads)
 Side Yard Setback: 10 ft (drive side), 8 ft (other)
 Rear Yard Setback: 25 ft
 Maximum Building Height: 30 ft
 Minimum Shore Setback: 75 ft

Curve #	Length	Radius	Delta	Chord Bearing	Chord	Tangent In	Tangent Out
C1	22.48	767.00	1°40'45"	N28°07'40.5"W	22.48	N27°17'18"W	N28°58'03"W
C2	50.02	833.00	3°26'25"	N1°47'30.5"W	50.01	N00°04'18"W	N03°30'44"W
C3	50.00	767.00	3°44'06"	S1°52'13"E	49.99	S00°00'10"E	S03°44'16"E

Curve #	Length	Radius	Delta	Chord Bearing	Chord	Tangent In	Tangent Out
C4	185.52	800.00	13°17'14"	N20°38'44"W	185.11	N14°00'07"W	N27°17'21"W
C5	194.96	800.00	13°57'47"	S7°01'14.5"E	194.48	S00°02'21"E	S14°00'07"E
C6	365.27	767.00	27°17'11"	S13°38'45.5"E	361.83	S00°00'10"E	S27°17'21"E
C7	37.58	25.00	86°08'03"	N60°56'30.5"W	34.14	N17°52'29"W	S75°59'28"W
C8	37.60	25.00	86°10'14"	N32°57'46"E	34.15	N76°02'53"E	N10°07'21"W
C9	67.75	283.00	13°42'58"	N82°54'22"E	67.59	N89°45'51"E	N76°02'53"E
C10	59.85	250.00	13°42'58"	N82°54'22"E	59.71	N89°45'51"E	N76°02'53"E
C11	51.95	217.00	13°42'58"	N82°54'22"E	51.82	N89°45'51"E	N76°02'53"E
C12	29.50	40.00	42°15'29"	S68°38'06.5"W	28.84	S89°45'51"W	S47°30'22"W
C13	40.51	40.00	58°01'56"	S61°13'11"E	38.80	S32°12'13"E	N89°45'51"E
C14	366.90	75.00	280°17'25"	S7°39'04.5"W	96.13	N32°12'13"W	N47°30'22"E

Curve #	Length	Radius	Delta	Chord Bearing	Chord
C15	136.87	833.00	9°24'51"	S22°34'54.5"E	136.72
C16	105.09	767.00	7°51'02"	S23°21'50"E	105.01
C17	105.09	767.00	7°51'02"	S15°30'48"E	105.01
C18	105.09	767.00	7°51'01"	S7°39'46.5"E	105.01
C19	96.10	833.00	6°36'35"	S6°49'02.5"E	96.04
C20	57.99	75.00	44°18'02"	S54°21'13"E	56.56
C21	60.00	75.00	45°50'21"	N80°34'44.5"E	58.42
C22	60.00	75.00	45°50'12"	N34°44'28"E	58.41
C23	60.00	75.00	45°50'12"	S11°05'44"E	58.41
C24	60.69	75.00	46°21'49"	S57°11'44.5"E	59.05
C25	68.22	75.00	52°06'50"	S73°33'51.5"W	65.89
C26	22.35	40.00	32°00'44"	S63°30'44"W	22.06
C27	7.15	40.00	10°14'45"	S84°38'28.5"W	7.14
C28	26.28	283.00	5°19'14"	N87°06'13"E	26.27
C29	41.47	283.00	6°23'41"	N80°14'43.5"E	41.43

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



Craig T. Donze
 Professional Land Surveyor, S-3182

WOODRIDGE ESTATES II
 BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2,
 TOWNSHIP 3 NORTH, RANGE 22 EAST, VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
 :SS
 RACINE COUNTY)

I, CRAIG T. DONZE, a professional land surveyor, do hereby certify:

THAT I have surveyed, divided, and mapped "Woodridge Estates II", being part of the Northeast 1/4 of the Southwest 1/4 of Section 2, Township 3 North, Range 22 East, in the Village of Mount Pleasant, Racine County, Wisconsin, described as follows:

Commencing at a found 1" iron pipe marking the northwest corner of Lot 2 of Certified Survey Map No. 3039 and the point of beginning of the lands hereinafter described; thence 22.48 feet along the arc of a curve whose center lies easterly, whose radius is 767.00 feet and whose chord bears N28°07'40.5"W, a distance of 22.48 feet to a point; thence S62°42'42"W, a distance of 66.00 feet; thence S89°45'51"W, a distance of 531.81 feet to a point; thence N36°18'53"W, a distance of 135.87 feet to a point; thence N17°21'57"E, a distance of 75.19 feet to a point; thence N26°52'53"E, a distance of 84.96 feet to a point; thence N33°25'45"E, a distance of 85.26 feet to a point; thence N44°03'01"E, a distance of 82.87 feet to a point; thence S71°45'13"E, a distance of 183.08 feet to a point; thence N89°06'13"E, a distance of 181.26 feet to a point; thence 50.02 feet along the arc of a curve whose center lies easterly, whose radius is 833.00 feet and whose chord bears N01°47'30.5"W, a distance of 50.01 feet; thence N89°07'03"E, a distance of 66.01 feet to a point; thence 50.00 feet along the arc of a curve whose center lies easterly, whose radius is 767.00 feet and whose chord bears S01°51'13"E, a distance of 49.99 feet to a point; thence N89°06'13"E, a distance of 141.26 feet to a point; thence S03°48'42"W, a distance of 137.13 feet to a point; thence S15°57'44"E, a distance of 64.76 feet to a point; thence S33°15'58"E, a distance of 82.32 feet to a point; thence S61°02'20"E, a distance of 115.17 feet to the point of beginning.

Aforesaid described lands containing 236,341 s.f. (5.426 Ac), more or less of land, including interior streets to be dedicated for public roadway purposes as shown. Lands to be dedicated contain 59,789 s.f. (1.373 Ac) more or less of land. Net area contains 176,552 s.f. (4.053 Ac) more or less of land.

THAT I have made this survey, land division, and map by the direction of Home Path Financial, L.P., owner of said land.

THAT such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes, and the the Village of Mount Pleasant Code of Ordinances Section 74-200 (Area Requirements) in surveying, dividing and mapping the same.



Dated this 18th day of November 2019
 Craig T. Donze
 Professional Land Surveyor, S-3182

PUBLIC UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by Home Path Financial, L.P., Grantor, to WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, Grantee, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, a Wisconsin corporation, Grantee, and CHARTER CABLE PARTNERS, LLC, Grantee their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

Home Path Financial, L.P., a limited partnership duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped, and dedicated as represented on this plat. Home Path Financial, L.P. does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

OBJECTING AGENCIES
 WISCONSIN DEPARTMENT OF ADMINISTRATION - PLAT REVIEW
 RACINE COUNTY - DEPARTMENT OF ADMINISTRATIVE SERVICES

APPROVING AGENCIES
 VILLAGE OF MOUNT PLEASANT

IN WITNESS WHEREOF the said Home Path Financial, L.P., has caused these presents to be signed by jeff Kleiner, it's managing member, at Mount Pleasant, Racine County, Wisconsin.

In the presence of Home Path Financial, L.P.

 Jeff Kleiner, Managing Member

STATE OF WISCONSIN)
 :SS
 RACINE COUNTY)

PERSONALLY came before me this _____ day of _____, 2020, Jeff Kleiner, to me known to the person who executed the foregoing instrument and acknowledged the same.

 Notary Public State of Wisconsin
 My commission expires _____

CERTIFICATE OF VILLAGE TREASURER

I, Stephanie Kohlhagen, being the duly appointed, qualified and acting Treasurer of the Village of Mount Pleasant, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this _____ day of _____, 20____ affecting the lands included in the plat of "WOODBRIDGE ESTATES II".

Dated this _____ Day of _____, 2020

 Stephanie Kohlhagen, Village Treasurer

VILLAGE BOARD APPROVAL

RESOLVED, that the plat of WOODBRIDGE ESTATES II", in the Village of Mount Pleasant, having been recommended by the Plan Commission, and being the same, is hereby approved and the dedication herein accepted by the Village Board of Trustees of the Village of Mount Pleasant, on this _____ day of _____, 2020

 Stephanie Kohlhagen, Village Clerk

 Dave DeGroot, Village President

RACINE COUNTY TREASURER

I, _____, being the acting County Treasurer of the County of Racine do hereby certify that the records in my office show no unpaid taxes and no unrecorded tax sales or special assessments as of _____ day of _____, 2020 affecting the lands included in the plat of WOODBRIDGE ESTATES II.

 Racine County, Treasurer

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____


 Department of Administration

DEVELOPER AGREEMENT –

WOODBRIDGE ESTATES II

THIS DEVELOPER AGREEMENT, (the "Agreement"), effective as of the date last executed by any Party hereto, is made and entered into by and between **Home Path Financial LP**, a Wisconsin Limited Liability Partnership, ("the developer"), its successors and assigns, and the **VILLAGE OF MOUNT PLEASANT**, a municipal corporation located in Racine County, Wisconsin, its successors and assigns ("Village") (Developer and Village collectively referred to as "the Parties");

RECITALS:

WHEREAS, The Village approved the Plat of "Woodbridge Estates II" being a subdivision in the Village of Mount Pleasant, Racine County, Wisconsin ("the Subdivision"), upon compliance with the ordinances of the Village, which require that the Developer enter into a suitable contract with the Village relative to the construction of roads and other improvements in the Subdivision; and,

WHEREAS, any applications, the pre-development agreement, and accompanying plans, schedules, exhibits, and other documents filed with the Village are incorporated by reference herein; and,

WHEREAS, The Mortgagee holds a mortgage interest in the lands included within the plat of the Subdivision and joins as a party to this Agreement solely for purposes of agreeing that the Agreement shall survive any foreclosure of the Mortgagee's mortgage; and,

WHEREAS, The Subdivision comprises 14 lots; and

WHEREAS, the Developer desires to complete improvements and developments of the Subdivision located in the Village in a manner as described herein, and for that purpose cause the installation of certain public improvements, from now on described; and

WHEREAS, Wisconsin Statutes Section 236.13 and the applicable Village Ordinances provide that as a condition for final approval, the governing body of a municipality may require the Developer make and install or have made and installed, any public improvement reasonably necessary in the Subdivision, and the Developer may provide an irrevocable letter of credit or other surety approved by the Village guaranteeing that the Developer will make and install or have made and installed those improvements in the Subdivision within a reasonable time; and

WHEREAS, the Village believes that the orderly planned development of Subdivision will best promote the health, benefit, safety, and general welfare of the community.

NOW, THEREFORE, in consideration of the granting of approval by the Village of the development of the above-described Subdivision, and the covenants herein contained, and other good and valuable consideration, the adequacy and sufficiency which is acknowledged by the parties, it is mutually agreed as follows:

1. **Recitals.** The Parties agree that all of the above recitals are true and correct and are incorporated herein by reference.
2. **Code of Ordinances Incorporated.** The Code of Ordinances of the Village, as amended from time to time, is incorporated into this Agreement, and Developer agrees to perform all of the obligations imposed upon Developer by the terms and provisions of such ordinances, as applicable. Without limitation, Developer explicitly acknowledges that it must pay all applicable fees, which include, but are not limited to, applicable impact fees, division fees, REC fees, and others. Notwithstanding the preceding, a building permit for individual home construction shall trigger payment of impact fees for said home.
3. **Public Improvements; Dedication, Construction, Guarantee Period.**
 - a. **Subdivision Improvements Generally.** The developer shall prepare, at its expense per applicable Village ordinances and the requirements of this Agreement, complete plans for the construction of the Subdivision's improvements. These improvements include grading, erosion control, drainage, and all requisite public improvements (the "Public Improvements"), specifically including all public streets ("Public Roads"), and all public water, sanitary sewer and storm sewer utilities ("Public Utilities") as shown on the approved subdivision plat attached as **EXHIBIT A** to this Agreement and incorporated by reference herein. The Public Roads' and Public Utilities' design and plans shall conform to the Village's minimum standards for public utilities and public roads then in effect. Such plans and specifications shall be submitted to and approved by the Village and, concerning potable water Public Utilities, submitted to and approved by the City of Racine Water Utility ("Racine Water"), as applicable. In the event of any conflict between the minimum design standards in the Village's code of ordinances and the requirements of this Agreement, the more restrictive shall control.
 - b. **Public Utilities Construction.** The Developer may stake utilities and have them approved by the Village. The developer shall be responsible for constructing the Public Utilities at Developer's expense and per approved plans. The Village must approve Developer's preferred contractor before Developer's execution of any contract for the Public Utilities' construction. The Village shall not unreasonably withhold such approval. Developer's Public Utility construction work shall be subject to inspection by the Village, or the Village's designee, and concerning water Public Utilities, by Racine Water, or Racine Water's designee. The developer shall construct the Public Utilities utilizing granular pipe bedding and cover, as outlined in the approved plans and

specifications. The Developer shall utilize granular backfill conforming to Village standards and the approved specifications for all utility trenches located under public roadways.

- c. **Public Roads Construction.** After the Public Utilities have passed final inspection, and after Developer provides all lien waivers respecting the Public Utilities to the Village, the Village shall accept ownership of the Public Utilities, other than the water Public Utilities, which shall be owned by Racine Water. The Village shall, then construct, at Developer's expense, the Public Roads in compliance with applicable Village standards for public roads, utilizing 2 1/4" binder course and 1 3/4" surface course of asphalt and a curb-and-gutter design. The Village shall arrange for the construction of the Public Roads as a separate public contract, or as a change order to any pending, duly bid public road work (annual paving program) contract. Subject to the Force Majeure provisions of this Agreement, the Village anticipates Public Roads construction completion no later than fourteen (14) months from the Public Utilities' acceptance. This completion timeline must include at least one complete freeze/thaw cycle. The Village will pass along to Developer for payment the applicable amounts from the invoices it receives from its Public Roads contractor as the contractor completes such work, and Developer shall pay the Village by the time such payments are due to the contractor. If Developer fails to timely pay the Village, the Village shall draw on the Security such amount as is needed to pay the Public Roads contractor, including any interest or penalty owed due to untimely payment.

Notwithstanding the preceding paragraph, Developer may, at the Developer's option, directly install the Public Road's curb and gutter as outlined in this paragraph rather than having such curb and gutter work completed by the Village's Public Roads contractor. If Developer indicates in writing the Village its preference to do so, the Village will notify Developer upon initial scheduling of the estimated annual paving program timeline and Developer must after that coordinate its installation of the Public Road's curb and gutter in coordination with the Village's paving program contractor. If Developer fails to complete the curb and gutter installation by the time the Village's paving program contractor is ready to finish the Public Roads, the Village shall arrange for the paving contractor, as an alternate bid or change order, to complete the curb and gutter along with rest of the Public Road work, at Developer's cost as described herein. If Developer chooses to complete the Public Roads' curb and gutter directly, the curb and gutter work and roadbed shall undergo a formal pre-paving inspection, and any needed repairs must be made by Developer, at Developer's expense and in such time as will not interfere with the Village's Public Road's contractor.

- d. **Public Improvements Cost, Security, Guaranty Period.** In order to secure Developer 's satisfactory completion of the Public Improvement , Developer shall post with the Village a letter of credit, in a form and from an issuer satisfaction to the Village, in an amount of \$709,188.00 (the "Security"), which amount equates to 120% of the Public Improvements' estimated total cost. The

developer shall post the Security with the Village prior to the Public Utilities' staking by the Village. After completion satisfactory to the Village of each of (1) the Public Utilities and (2) the Public Roads stone course, the Village shall release that portion of the Security that is attributable to the estimated cost of the completed work, as shown on **EXHIBIT B** hereto. The Village shall release the Security within fourteen (14) days of a request by Developer. After that, the Village shall not release any additional portion of the Security until satisfactory completion of the Public Road's binder course of asphalt. The Village shall then retain only that portion of the Security necessary to secure completion of the remaining Public Improvements work, plus 10% of the original Security total for an additional fourteen (14) months as Security for Developer's obligations during the Guaranty Period. If Developer fails to complete the Public Utilities within nine (9) months of initial staking, the Village shall draw on the Security without further notice to Developer to complete the remaining Public Improvements. Developer shall warrant and guarantee the Public Improvements against workmanship and materials for a period of two (2) years after Village's acceptance thereof. Developer shall further be responsible for any damage to the Public Roads caused by construction activities in the Subdivision for a period of two (2) years after the Public Roads' acceptance by the Village ("Guaranty Period"). The Guaranty Period, however, shall not in manner limit, change, or amend any applicable statutes of limitation regarding the Public Improvements. The Village shall utilize any or all retained Security during the Guaranty Period directly or adequately perform, after notice, its repair and maintenance responsibilities under this Agreement. Any interest earned on the Security shall remain the property of the Developer.

4. Drainage Facilities.

- a. Developer agrees to design, construct, and install, at its expense, all the drainage facilities as specified and outlined in the Village-approved plans and specifications described in Section 3 hereof. In the event the drainage facilities are not completed within two (2) years from the date hereof, the Village Board shall have the right to review the plans in light of conditions then existing or expected in the area, and to modify the plans to meet any such conditions. The Developer shall conform to any such revised plans. All such work shall be subject to approval and acceptance by the Village Board. The developer shall complete the construction of all drainage facilities within any common or open space area before the issuance of any building permits for lots within the Subdivision. The developer shall repair, restore, or reroute any damage that occurs to the Public Improvements or any other drainage structures or appurtenances, including drainage tiles per this Agreement.
- b. Further, the Developer shall be liable and responsible for the proper maintenance of the drainage easements described on the approved plat, including any detention or retention basin. Such maintenance shall include the control of weed and algae growth. Such liability and responsibility shall continue with the Developer until the Developer transfers the ownership of each lot and such

subsequent owner is, by deed restriction, put on notice of the owner's responsibilities with respect to drainage, or until such time as a Subdivision homeowners' association (the "Homeowner 's Association") assumes said responsibility. Such maintenance shall be carried out in conformity with applicable Village ordinances and applicable restrictive covenants, as well as the appropriate current declarations, as amended, governing the Homeowner's Association.

- c. In the event of any default in the obligations to repair damage caused during construction or to maintain the drainage easements, including any retention or detention basins, the Village may cause said maintenance to be provided and may charge the Developer or subsequent owner or Homeowners' Association. Also, the Village, at its option, may cause all such costs, including any engineering, legal, and administrative costs concerning the same, to be assessed against the affected lot(s) within the Subdivision, all as provided in Section 66.0627 and 66.0703, Wis. Stats. The Developer will be required to execute and record a separate Storm Water Management Maintenance Agreement with the Village prior to issuance of any building permits.
5. **Street Lights.** The Developer shall be liable for the costs of purchasing and installing any approved streetlights at locations to be determined by the Village. Ownership and responsibility for maintenance of the streetlight shall accrue to the Village upon its acceptance of the streetlight. The street lighting plan, which the Developer shall submit to the Village Board for approval, is incorporated herein by reference.
6. **Street Markings and Signage.** The Developer shall be responsible for the costs of procuring and installing all pavement markings and street signage within or adjacent to the Subdivision. Pavement markings may include stop lines at intersections, striping for right-turn lanes, and any other pavement markings required by the Village Engineer. Signage shall consist of all stop signs, street signs, and other signs required by the Village Engineer. The street sign plan, which the Developer shall submit to the Village Board for approval, is incorporated by reference, and shall be in accordance with Village specifications and the Manual on Uniform Traffic Control Devices (MUTCD). The Developer authorizes the Village to have the necessary Public Roads markings and signs installed and shall reimburse the Village on a time and material basis.
7. **Legal Action.** In addition to the provisions outlined in this Agreement, the Village may take any other appropriate action at law or equity to enforce compliance with the provisions of this or any additional agreement it may have with the Developer. In the event of a legal action in which the final determination is in favor of the Village, the Village shall be entitled to collect from the Developer statutory costs and disbursements, plus its actual attorneys' fees and expenses.
8. **Sale of Lots and Dedication of Property.** After the execution and recording of this Agreement, the recording of the Subdivision's Plat, the recording of the Subdivision's restrictive covenants (if any), and the deposit of all Security with the Village (by such time as is herein provided), the Developer may convey lots in the Subdivision to third parties.

9. **Sewer and Water.** This Agreement and the approval of the plat of the Subdivision are conditioned upon the Subdivision being serviced with public sewer service by the Village. Except as otherwise outlined in this Agreement, the Developer shall design, construct, and install the sewer and water system within the Subdivision at the sole expense of the Developer according to plans submitted to and approved by the Village. Developer or individual lot owners shall bear all fees applicable to the connection and service of the Subdivision to the public sewer system, and any use of such systems shall be subject to all appropriate use restrictions.
10. **Reimbursement of Costs.** The Developer acknowledges and agrees that it is solely responsible for all costs related to the installation of Subdivision Public Improvements. In addition, the Developer agrees to reimburse the Village for its expenses related to the Subdivision, including costs incurred by the Village to review conceptual, preliminary and final plans including any preliminary or final plats associated with the Subdivision, and to review, revise and/or draft any agreements, easements, deed restrictions or other documents related to the Subdivision. Such costs shall also include the fees of Village's retained engineers, attorneys, inspectors, agents, and subcontractors. Developer understands that legal, engineering and other consultants retained by the Village are acting exclusively on behalf of the Village and not the Developer. Within sixty (60) days after completion of all construction contemplated under this Agreement, the Village shall furnish Developer with a statement of all such costs incurred by it for such Subdivision.
11. **Private Utilities and Public Utility Laterals.** The developer is responsible for all costs associated with all private utilities servicing the Subdivision, including, without limitation, the cost of underground installation of cables, wires, pipes, or laterals for electric, gas, telephone, and cable television services if any. The developer shall fully restore, at its expense, any Village right-of-way that has been disturbed due to its installation of utilities, lighting, or landscaping.
12. **As-Built Plans.** Upon written acceptance of all improvements by the Village, the Village or their designee, at the Developer's expense, shall prepare as-built plans and profile sheets, one set of prints indicating actual constructed locations and elevations, and one set of electronic drawings and associated files. The as-built plans shall be prepared by modification of the construction drawings to reflect as-built data for streets, water mains, storm and wastewater collection systems, and all other relevant public improvements. Said plans shall be in accordance with Village requirements for record drawing preparation. Changes to the base and other maps and official drawings not provided by the Developer's as-built drawings, but necessitated by actions of the Developer, shall be reimbursed to the Village by the Developer whether or not this Agreement enumerates such items. After the Developer records the final plat, the Developer shall provide the Village Engineer with four copies of the recorded plat.
13. **Building Permits and Lot Construction.** Until the Public Improvements have been installed to the reasonable satisfaction of the Village Engineer and accepted by the Village, no occupancy permits shall issue as to lots in the Subdivision. Building permits may issue as to lots fronting on roads within the

Subdivision if the stone base for the roads has been installed determined by the Village to be adequate to support the weight and to adequately accommodate ingress/egress of fire trucks and other emergency response vehicles. Until such time as the Public Roads are finished and accepted by the Village, the Developer shall be responsible for maintaining the integrity and accessibility of the Public Roads, including any necessary plowing of such roads, to the reasonable satisfaction of the Village once any building permits have been issued. If the Public Roads are not maintained to the Village's reasonable satisfaction during such time, the Village shall issue stop work orders as to all issued building permits until such time as the Public Roads' condition is restored. Construction activities related to improvements upon any lot shall not spill over, except as per approved plans. Mass site grading and subsequent as-building of the subdivision master grading plan must be completed prior to the issuance of any building permits. Finished yard grades and grading plans must be approved by the Village Engineer before construction may commence.

14. **Mailboxes.** The Developer shall install United States Postal Service ("USPS")-approved mailboxes throughout the Subdivision at locations designated by the USPS.
15. **Hydrants.** The Developer shall, at its expense, provide pre-painted hydrants of design and construction satisfactory to Village staff and consistent with the Village's color code system in those areas of the Subdivision specified by the Village.
16. **Laws to Observe.** The Developer shall at all times observe and comply with all federal, state and local laws, regulations and ordinances (collectively, the "Laws") which are in effect or which may be placed in effect and impact the conduct of the work to be accomplished under this Agreement to construct the Public Improvements and Private Improvements, exclusive of repairs, replacements and alterations (the "Work"). The Developer shall indemnify and save harmless the Village and its agents, officers and employees, against any claims or liability directly arising from or based on the violation of any such Laws by the Developer or its principals, agents, employees or contractors, except to the extent that such claims or liability arise by virtue of the negligence or willful misconduct of the Village and its agents, contractors, officers or employees. The Developer shall procure all permits and licenses and pay all fees and give all notices necessary and incident to the lawful prosecution of the Work completed under this Agreement.
17. **Public Protection and Safety.** The Village shall not be responsible for any damage, bodily injury, or death arising out of work, whether from maintaining an "attractive nuisance" or otherwise, except as caused by the negligence or willful misconduct of the Village or any of its agents, contractors, officers or employees. Where apparent or potential hazards known by the Developer occur incident to the conduct of the work, the Developer shall provide reasonable safeguards. The Village and Developer do not waive and shall retain defenses to third party claims according to applicable law.
18. **Survey Monuments.** The Developer shall properly install all survey or other monuments required by statute or ordinance. The Developer shall restore any monuments disturbed during the construction of improvements.

19. **Drain Tile.** Any drain tile or other drainage structure or appurtenance damaged during construction shall be repaired and restored to its condition before such construction, or rerouted or replaced if necessary, in the reasonable opinion of the Village Engineer, and provide a permanent record of such work to the Village.
20. **Use-Value Penalty.** The Developer agrees that upon the recording of the final plat, any previously agricultural land included within the Subdivision, as the Developer, Village, and Racine County shall deem individual residential lots to no longer be used for agricultural purposes, and the Developer shall be responsible for payment of any land-use penalty required by state law.
21. **Personal Liability of Public Officials.** In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the Village officers, agents or employees, it being understood and agreed that in such matters they act as agents and representatives of the Village.
22. **Indemnification/Hold Harmless Agreement.** The Developer hereby expressly agrees to indemnify and hold the Village and its agents harmless from and against all claims, costs and liability of every kind and nature, including any reasonable fees for attorneys or experts retained by the Village in conjunction with this Agreement, for any injury or damage received or sustained by any person or entity in connection with, on account of, or in any way relating to the Subdivision, including Developer's performance work pertaining thereto, or this Agreement. The Developer further agrees to aid and defend the Village or its agents (at no cost to the Village or its agents) in the event they are named as a defendant in an action concerning or relating in any way to the Subdivision or this Agreement, except where the Developer brings such a suit. The Developer is not an agent or employee of the Village. The Developer shall perform all work or obligations under the terms of this Agreement following all applicable state, federal and local laws, rules, and regulations.
23. **Indemnification for Environmental Contamination.** The Developer or Homeowners' Association, as appropriate, shall indemnify, defend, and hold the Village and its officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys and consultants) that arise as a result of the presence in or on property owned by the Village or any Village right-of-way ("Village Parcels") of any toxic or hazardous substances in excess of the minimum levels allowed by applicable law (collectively, the "Substance") arising from any activity conducted by the Developer or by the Homeowners' Association, or by the Developer's or Homeowners' Association's respective employees, agents or contractors. Without limiting the generality of the foregoing, this indemnification shall specifically include any costs incurred by the Village in connection with any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence of the Substances on or in the Village Parcels, whether in the soil, groundwater or air.

The Village agrees that it will immediately deliver written notice to the Developer or Homeowner's Association of the Village's discovery of the Substances in or on the Village Parcels. Following delivery

to the Developer or Homeowner's Association of written notice of the Village's claim as required under this paragraph, the Village shall make all reasonable accommodations to allow the Developer or Homeowner's Association to examine the Village Parcels and conduct such clean-up operations as may be required by appropriate local, state, or federal agencies to comply with applicable laws.

In the event the Developer or Homeowner's Association is obligated to indemnify the Village against claims arising under this paragraph, the Parties hereby agree that the Developer or Homeowner's Association shall have no further liability or obligations pursuant to the terms and provisions of this paragraph upon the Village's receipt of written confirmation from the appropriate governmental authority of the satisfactory completion of the required remediation, removal or restoration work including, without limitation, a no further action letter, final case closure letter or confirmation that the presence of such toxic or hazardous substances affecting the Village Parcels migrated from an offsite source (the "Closure Documents"). The Closure Documents may be predicated upon any contingency or restriction approved by the appropriate governmental authority for groundwater or any use or as a deed restriction or registration in any registry, including, without limitation, the GIS Registry.

24. Insurance Requirements.

- a. **General:** The Developer shall require its contractors ("Contractors") to obtain insurance reasonably acceptable to the Village as required under this section, which shall name the Village, on a primary and non-contributory basis, as an additional insured or loss payee as the Village shall direct. The Contractors shall maintain all required insurance under this section until the Village has accepted the dedication of all Public Improvements and for the duration of the Guaranty Period.
- b. **Certificates of Insurance:** Where the Village does not specify other limits for liability insurance, the minimum limits of liability shall be as follows:

Employer's Liability	\$100,000.00 per occurrence
Comprehensive Motor Vehicle Liability,	\$1,500,000.00 per Bodily Injury Accident & Property Damage Combined
Comprehensive General Liability Bodily Injury	\$1,500,000.00 per accident
Property Damage Combined	\$1,000,000.00 aggregate

The Contractors may furnish coverage for bodily injury and property damage for Comprehensive Motor Vehicle Liability and Comprehensive General Liability through the use of primary liability policies or in combination with an umbrella excess third party liability.

- c. **Owner's Protective Liability Independent Contractor Insurance).** The liability limits shall be the same as those of the Comprehensive General Liability Policy. Only an insurer authorized to do business in Wisconsin by the Wisconsin State Insurance Department shall carry insurance

required under this Agreement. The Village reserves the right to reasonably disapprove of any insurance company.

25. **Agreement Runs with the Land.** This Agreement shall be binding upon the Developer, the Subdivision Homeowner's Association, and their successors in title or assigns, and the provisions hereof shall be covenants running with the land and shall be binding upon the present owners and all subsequent owners of the Subdivision or any portion thereof. The sale of any lot or parcel within the Subdivision shall not relieve any owners of their continuing liability hereunder except as provided herein. Wherever an obligation herein is designated as that of the Developer or Homeowner's Association or others, the obligation shall for any defaults occurring after the sale of all of the lots in the Subdivision, provided a Homeowner's Association has been created and is in existence and has assumed such obligations hereunder.
26. **Special Assessments.** The Developer agrees that it will satisfy any outstanding special assessments levied against the Subdivision, before recording the final plat. The Developer further agrees, for itself and its successors in interest in the Subdivision, that the Subdivision is especially benefitted by this Agreement and by the Public Improvements provided for by this Agreement. If the Developer and/or any Homeowners' Association defaults on any obligations under this Agreement, including but not limited to any financial obligation, the Developer agrees, for itself and its successors in interest in the Subdivision, that, in addition to any other remedy at law or in equity that the Village may pursue, the Village shall be entitled to specially assess all its costs relating to such default against the Subdivision, pro-rata based on acreage, without need of any procedures that are otherwise required by state statute or village ordinance before the Village may impose a special assessment. The Developer, for itself and its successors in interest in the Subdivision, with this agreement waives any right to challenge any such special assessment.
27. **Notices.** All notices permitted or required by this Agreement shall be given in writing and shall be considered given upon receipt if hand-delivered to the party or person intended or a successor designated by a party to this Agreement, or upon facsimile transmission to the fax numbers set forth herein or a successor number or numbers designated by the party, or one business day after deposit with a nationally recognized overnight commercial courier service, air bill prepaid, or forty-eight (48) hours after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows, or a successor party or address, or both:

To Developer

Ed Woodland
Home Path Financial
19435 West Capitol Drive Suite 102
262-336-3862

To the Village:

Village Clerk
Village of Mount Pleasant

8811 Campus Drive
Mount Pleasant, WI 53406
Fax: (262) 664-7801

and to,

Community Development Director
Village of Mount Pleasant
8811 Campus Drive
Mount Pleasant, WI 53406
Fax: (262) 664-7801

28. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall be binding on all parties.

29. **Force Majeure.** For purposes of this Agreement, the term "Force Majeure" means events or circumstances beyond a Party's reasonable control, including, without limitation, "acts of God," fire, flood, other natural calamities, accidents, unusual delays in deliveries, unavoidable casualties, labor disputes, strikes, lockouts or picketing (legal or illegal), wars, riots, acts of terrorism, changes in or unexpected interpretations of applicable statutes, laws, ordinances or regulations, adverse weather conditions, condemnation or other actions of governmental authorities or utility companies or shortages of labor, fuel, power or materials.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the day and year set forth below.

[INTENTIONALLY BLANK- SIGNATURE PAGES FOLLOW]

HOME PATH FINANCIAL, LP

By: _____

Ed Woodland, Member

STATE OF WISCONSIN)

) SS:

COUNTY OF _____)

Personally came before me this _____ day of _____ 2020, Ed Woodland of Home Path Financial, LP, to me known to be the person who executed the foregoing instrument, and acknowledged the same as the act and deed of said limited liability company.

Notary Public, _____ County, WI

Print Name: _____

My commission: _____

VILLAGE OF MOUNT PLEASANT

By: _____

David DeGroot
Village President

Attest: _____

Stephanie Kohlhagen
Village Clerk/Treasurer

Personally came before me this _____ day of _____ 2020, David DeGroot and Stephanie Kohlhagen, Village President and Village Clerk/Treasurer of the Village of Mount Pleasant to me known to be the individuals who executed the foregoing instrument on behalf of said Village.

Notary Public, _____ County, WI

Print Name: _____

My commission: _____

EXHIBITS

- A. Recorded Plat
- B. Public Improvements Cost Estimate



Wanasek Corporation
 29606 Durand Avenue
 Burlington, WI 53105
 Phone (262)763-3561
 Fax (262)767-9917

EXHIBIT B

To:	Home Path Financial, LP	Contact:	Ed Woodland
Address:	19435 W. Capital Drive #102 Brookfield, WI 53045	Phone:	(262) 336-3862
Project Name:	Woodbridge Estates - Phase II - Mount Pleasant	Fax:	
Project Location:	Summerset Dr., Mount Pleasant, WI	Bid Number:	1
Addendum #:	NONE	Bid Date:	10/31/2019

Item #	Item Description	Estimated Quantity	Unit
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A) Earthwork

10	Mobilization	1.00	LS
20	Clearing & Grubbing	1.00	LS
30	Silt Fence	967.00	LF
40	Tracking Mat	1.00	EACH
50	Inlet Protection	8.00	EACH
60	Ditch Check	15.00	EACH
70	Culvert Pipe Check	2.00	EACH
80	Rock Bags	6.00	EACH
90	Sawcut Asphalt Pavement	37.00	LF
100	Strip Topsoil (6" Average) - LEFT ON-SITE	1.00	LS
110	Common Excavation to Subgrade	1.00	LS
120	Rough Grade Site (+/- 0.1')	26,700.00	SY
130	Salvaged Topsoil (4" THICK)	2,610.00	CY
140	Backfill Curb & Gutter	1,685.00	LF

Total Price for above A) Earthwork Items: \$132,160.00

B) Sitework

10	3/4" Crushed Aggregate Base Course - Asphalt Pavement (5" Thick)	1,020.00	TON
20	1.25" Crushed Aggregate Base Course - Asphalt Pavement (5" Thick)	1,020.00	TON
50	Restoration (Seed, Fertilize & Mulch)	22,275.00	SY
60	End Of Road Markers	4.00	EACH

Total Price for above B) Sitework Items: \$64,592.00

C) Site Utilities

10	Connect to Existing Sanitary MH	1.00	EACH
20	8" PVC Sanitary Sewer	697.00	LF
30	6" PVC Sanitary Lateral	621.00	LF
40	48" Diameter Sanitary MH	4.00	EACH
50	Connect to Existing 12" Water Stub	1.00	EACH
60	12" PVC Water Main	296.00	LF
70	8" PVC Water Main	406.00	LF
80	6" D.I. Hydrant Lead	26.00	LF
90	12" Gate Valve	2.00	EACH
100	8" Gate Valve	1.00	EACH
110	6" Gate Valve	2.00	EACH
120	Hydrant Assembly	2.00	EACH
130	1.25" Water Service	626.00	LF
150	18" RCP Storm Sewer	592.00	LF
160	15" RCP Storm Sewer	340.00	LF
180	6" PVC Storm Lateral	538.00	LF

Item #	Item Description	Estimated Quantity	Unit
185	4" PVC Storm Lateral	26.00	LF
190	60" Diameter Storm MH	2.00	EACH
200	48" Diameter Storm MH	6.00	EACH
210	2' x 3' Curb Inlet	7.00	EACH
220	18" RCP FES W/GRATE	1.00	EACH
Total Price for above C) Site Utilities Items:			\$431,255.00

Total Base Bid Price: \$628,007.00

A) Alternate 1 - Export Topsoil Remainder

10	Strip Topsoil (6" Average) - EXPORT	1,810.00	CY
Total Price for above A) Alternate 1 - Export Topsoil Remainder Items:			\$22,625.00

B) Alternate 2 - Sitework

20	30" Mountable Curb & Gutter	1,685.00	LF
30	4" Asphaltic Concrete Pavement (2.25" Binder/1.75" Surface)	3,035.00	SY
Total Price for above B) Alternate 2 - Sitework Items:			\$95,143.00

Notes:

- Exclusions:** Excavation below subgrade due to poor soil conditions, hauling or leveling of other's spoils, handling of contaminated or hazardous material, locating of private underground utilities, impact or connection fees for utility service connections, all unforeseen excavation obstructions (such as buried frost walls and footings), site stabilization (tackifier or polyacrylamide erosion control), silt fence removal or maintenance, erosion control inspection logs, frost protection or major frost ripping, layout of all building footings and column pad dig lines, layout by surveyor (cut sheets must be provided), compaction testing, asphalt or concrete work, base under asphalt or curb & gutter, vapor barrier, foundation drain tile and drainage stone fill, or landscape restoration.
- As required by the Wisconsin Lien Law, The Wanasek Corp. hereby notifies you that persons or companies furnishing labor or material for construction on your land may have lien rights on your land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned, are those who contract directly with you or those who give you notice within 60 days after they first furnished labor or material for the construction. Accordingly, you will probably receive notice from those who furnish labor or materials for the construction, and you should give a copy of each notice received to your mortgage lender, if any. We agree to cooperate with you and your lender, if any, to see that all potential lien claimants are duly paid.
- 1% bond fee is not included.

Payment Terms:

Payment terms of net 30 days from the date of invoice. A 1.5% service charge will be added on all past due outstanding balances.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: The Wanasek Corp.</p> <p>Authorized Signature: _____</p> <p>Estimator: Chandler Meseberg (262) 763-3561 cjmeseberg@wanasek.com</p>
---	--



Wanasek Corporation
29606 Durand Avenue
Burlington, WI 53105
Phone (262)763-3561
Fax (262)767-9917

Woodbridge Estates – Phase II – Mount Pleasant – R1

CLARIFICATIONS:

- Proposal specifically excludes private locates. Work to be provided by others prior to Wanasek beginning work.
- Proposal assumes that on site cut will be suitable for structural fill. Import of any fill is NOT included in this proposal.
- Proposal assumes that stripped topsoil can be salvaged for re-spread. Import of topsoil for re-spread is not included in this proposal.
- Proposal does not include placement or removal of others spoils.
- Proposal ONLY includes ROW excavation permit through the Village of Mount Pleasant. All other permits (DNR, storm-water, exterior plumbing etc.) are excluded from this proposal. Proposal assumes that RA Smith (Village Engineer Representative) will handle all inspection through developer’s agreement.
- Proposal does not include any groundwater dewatering.
- Proposal specifically excludes all layout. Layout/staking to be provided by others.
- Proposal specifically excludes all winter conditions
- Proposal DOES NOT INCLUDE dewatering existing storm-water pond or any necessary dredging.
- Proposal assumes that all base course and restoration work would take place in spring of 2020.
- Proposal does not include any pavement replacement due to general construction traffic.
- Proposal assumes that topsoil is 6” thick, no soil borings provided. If thickness varies, cost will be impacted.
- Proposal assumes that baseline control points will be provided for site calibration.
- Proposal does NOT include any temporary seeding. A one-time restoration is to occur in spring of 2020.
- Proposal assumes that all utility spoils can be left on-site. Removal of utility spoils is not included in this proposal.
- Proposal assumes that fill will be placed to proposed grading contours. This proposal does not account for lots to be left “low” for basement spoils to be left on-site.
- Proposal does NOT include asphalt paving or concrete curb & gutter – per note 6 on page C-1.
- Proposal includes 1.25” granular backfill for all structural utility trenches – per update in The Village of Mount Pleasant Specification.
- Proposal does NOT include any fine grading of base course. Proposal assumes that fine grading of base course will be handled through the annual village contract prior to paving.
- If Alternate 2 – Sitework is accepted, fine grading of asphalt base course is included.



Village Board Executive Summary

Title

2223 Mead Street Habitat for Humanity Conditional Use (CU-13-19)

Owner/Applicant: Racine Habitat for Humanity, Inc.

Tax Parcel: #151-03-23-21-132-000

Background

Conditional Use CU-13-19 requests permission allow for the construction of a new, single-family home on a parcel zoned RCH (Redevelopment-Conservation Holding) per Section 90-271(c) of the Village Code of Ordinances. The parcel lies at 2223 Mead Street. The application indicates the plans will generally be similar to those used at 1937 Racine Street & 2105 Mead Street, which shows a single-story house with a front porch and parking from the rear-facing, public alley.

Consistency with Comprehensive Plan

The Village 2035 Master Land Use Plan recommends Residential for the property. CU-13-19 coincides with this recommendation.

Conditions for Approval

The Village staff and the Plan Commission recommend the following condition(s) for approval.

1. The building permit application for the new structure shall follow the R-40 zoning district standards.

Recommendation

The Village staff and the Plan Commission recommend **a motion to approve the Habitat for Humanity Conditional Use (CU-13-19).**

Fiscal Note/Budget Impact

N/A

Attachments

- Draft Plans

Prepared By

Robin Palm, Planner II
January 27, 2020

8811 Campus Drive, Mount Pleasant, WI 53406
T: (262) 664-7800 F: (262) 664-7801

info@mtpleasantwi.gov
www.mtpleasantwi.gov

Conditional Use - 2223 Mead Street

Narrative:

Racine Habitat For Humanity would like to build a new 1-story single family home on the vacant lot at 2223 Mead Street. This lot is immediately north of two other recently completed Habitat projects and the Lakeside Cop House.





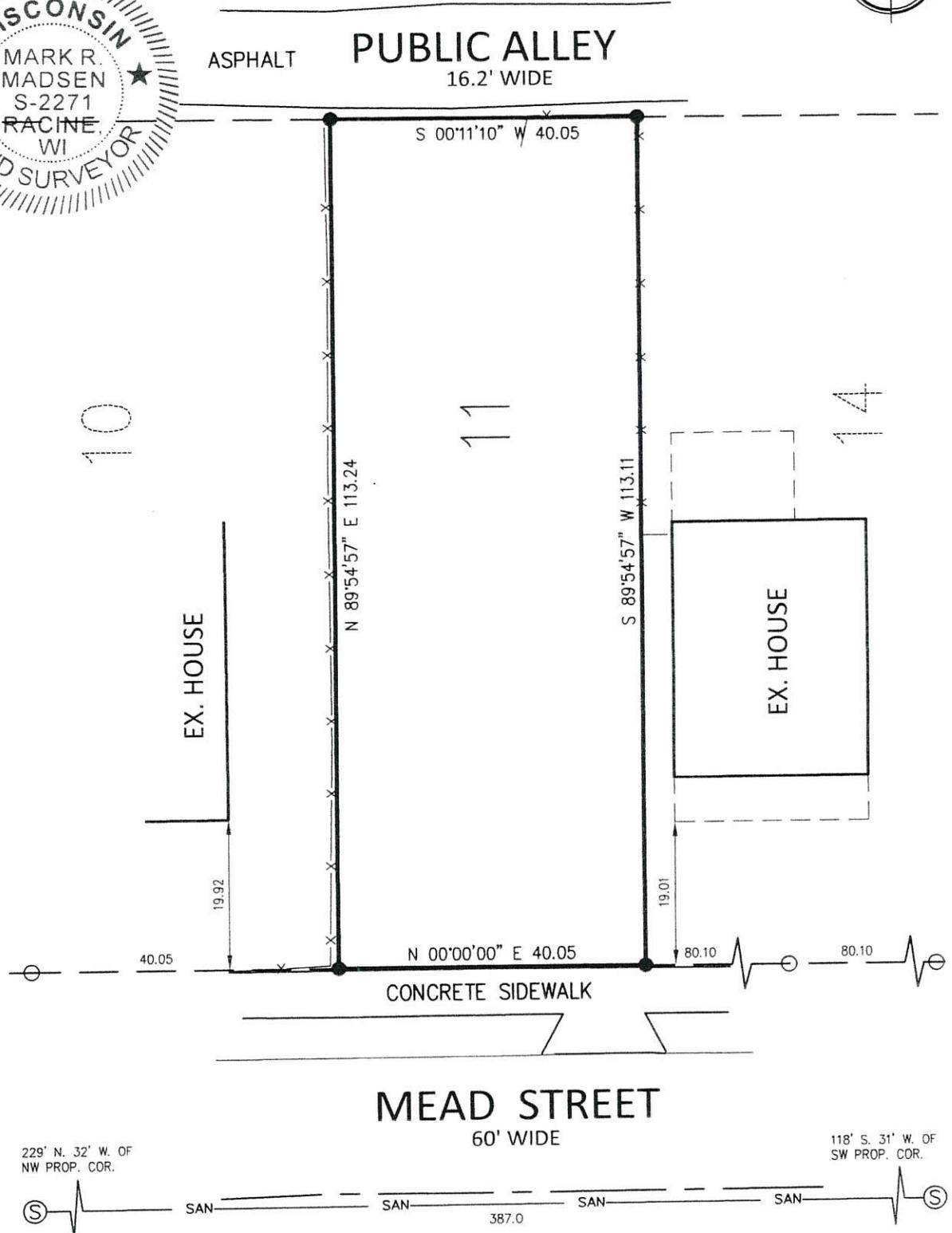
2223 Mead Street

Plat of a survey for Habitat for Humanity of: Lot 11, Block 12, Lake Side, being a Subdivision of part of the Southwest 1/4 of Section 21, Township 3 North, Range 23 East. Said land being in the Village of Mt. Pleasant, Racine County, Wisconsin.

Certificate

The above-described property has been surveyed under my direction and the map hereon drawn is a correct representation thereof to the best of my knowledge and belief.

12/04/2019 *Mark R. Madsen*



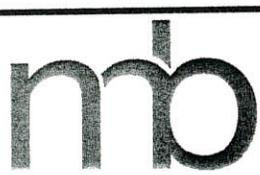
NOTES

BEARING BASE: THE EAST RIGHT-OF-WAY LINE OF MEAD STREET IS ASSUMED TO BEAR N 00°00'00" E.

LEGEND

- = SET 3/4" REBAR
- = FOUND 1" IRON PIPE
- ⊙ = SANITARY MANHOLE
- SAN- = SANITARY SEWER
- X- = FENCE

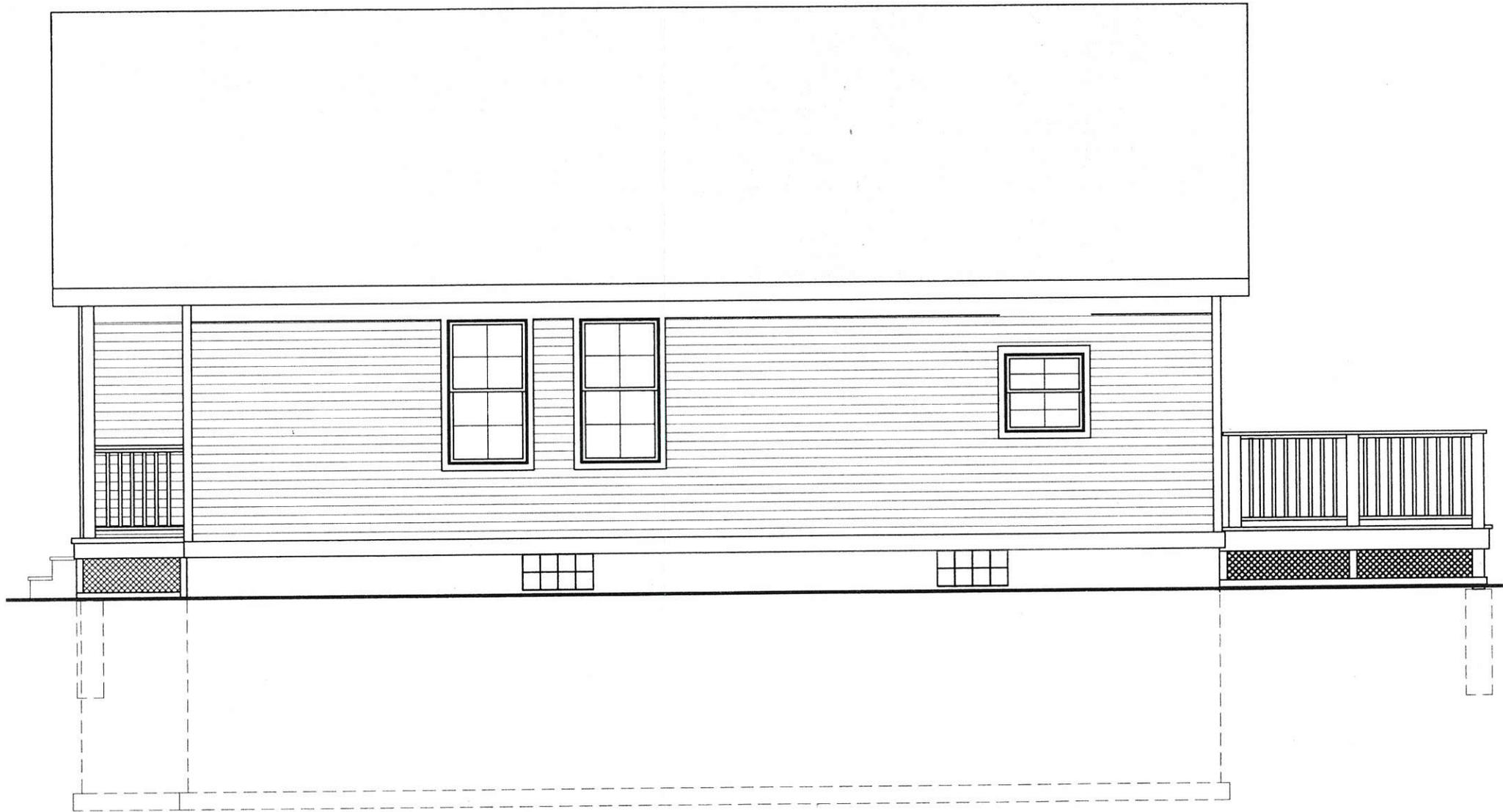
FIELD WORK 11-27-2019 BY WJB / BME
 DRAWN 12-04-2019 BY DMB / FTH
 SCALE 1" = 20'
 SHEET 1 OF 1 SHEETS
 JOB NO. 2014.0075.04



Nielsen Madsen + Barber
 CIVIL ENGINEERS AND LAND SURVEYORS
 1458 Horizon Blvd. Suite 200, Racine, WI. 53406
 Tele: (262)634-5588 Website: www.nmbcsc.net



2223 Mead Street
FRONT ELEVATION



2223 Mead Street

RIGHT SIDE ELEVATION



The proposed single family home for 2223 Mead Street would be similar to these two homes currently under construction in the City of Racine.





Village Board Executive Summary

Title

5010 Wood Road Certified Survey Map Application (CSM-01-20)

Tax Parcel(s): 151-03-22-36-106-010

Owner: Mike & Joy Mueller **Applicant:** Zachary Mueller

Background

The applicant proposes to create two parcels at 5010 Wood Road. The proposed Lot 2 would total 2.063 acres, and Lot 1 would total 40.34 acres. Lot 1 is developed with a single-family home operating a farm, the result of RZ-06-18 and CU-02-18 zoning it to R-100/OAG. The applicant wishes to split the lots to buy Lot 2 from his father and build a single-family home on it. By splitting the lot, the new lot will lose some of the acreage based agriculture rights of the parent parcel.

Consistency with Comprehensive Plan

The Village 2035 Master Land Use Plan identifies the area as Residential. CSM-01-20 coincides with this designation.

Conditions for Approval

The Village staff and the Plan Commission recommend the following condition for approval.

1. The applicant shall submit a wetland delineation before the Village issues any building permits

Fiscal Note/Budget Impact

N/A

Recommendation

The Village staff and the Plan Commission recommend a motion to approve the 5010 Wood Road Certified Survey Map Application (CSM-01-20) subject to the recommended conditions.

Attachments

- CSM (Draft)

Prepared By

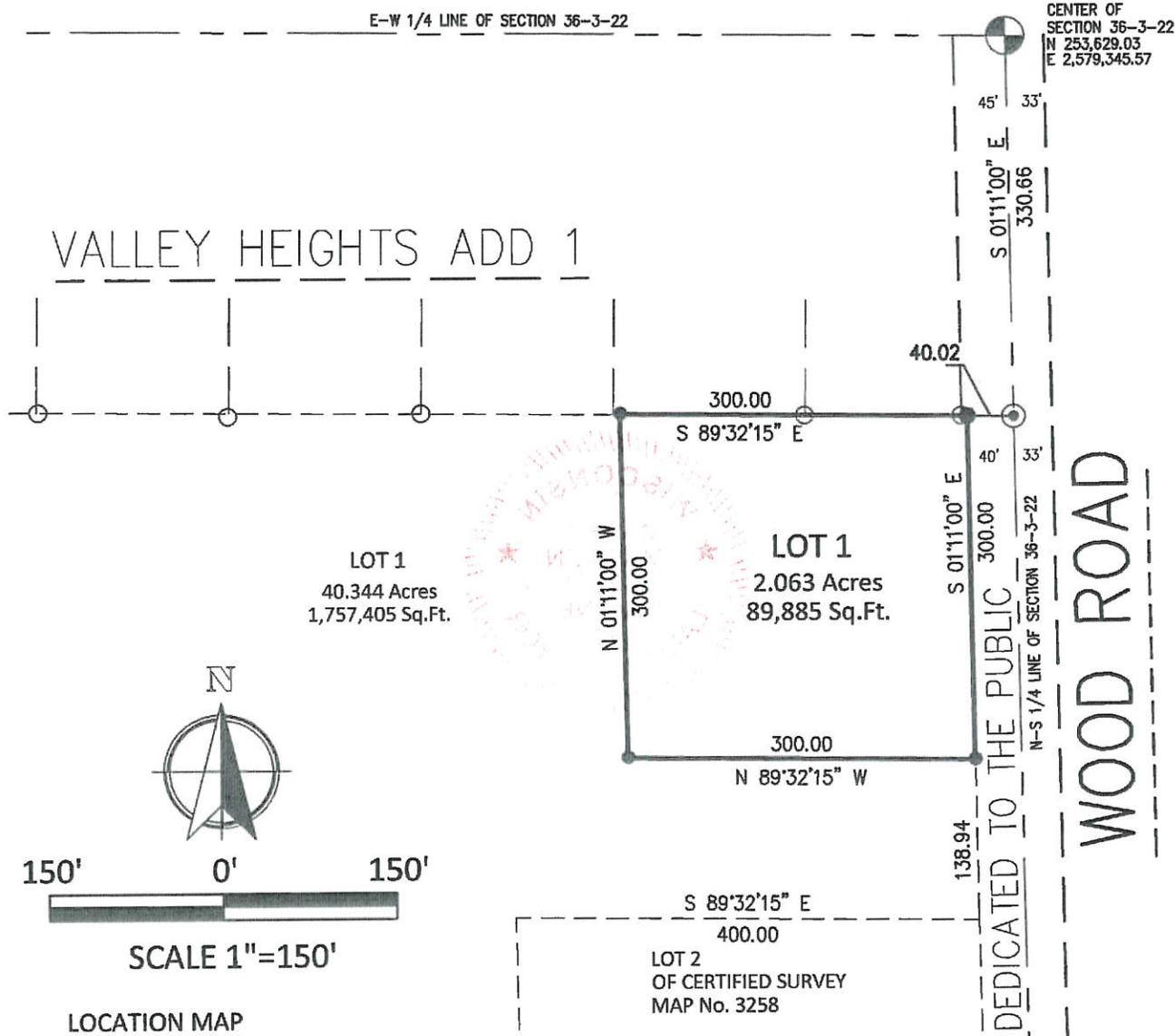
Robin Palm, Planner II | January 27, 2020

8811 Campus Drive, Mount Pleasant, WI 53406
T: (262) 664-7800 F: (262) 664-7801

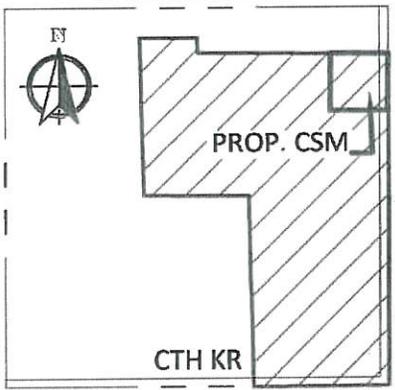
info@mtpleasantwi.gov
www.mtpleasantwi.gov

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3258 BEING PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MT. PLEASANT, RACINE COUNTY, WISCONSIN.



LOCATION MAP



SW 1/4 SEC. 36-3-22



Mark R. Madsen
1-13-2020

NOTES:

ZONING OF PARCELS IS AUH
OWNER/LAND SPLITTER: MICHAEL A. MUELLER and JOY E. DAY-MUELLER REVOCABLE TRUST

ADDRESS: 5000 WOOD ROAD
RACINE, WI. 53403

BEARINGS BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1927. THE NORTH SOUTH LINE OF SECTION 36-3-22 IS ASSUMED TO BEAR S 01°11'00" E. FURTHER SURVEY WORK WILL BE DONE IN NAD 1983 MOVING FORWARD

LEGEND:

- 1" O.D. IRON PIPE FOUND
- 5/8" O.D.x18" REBAR - 1.68LBS/LIN FT. SET
- ⊕ 6" CONC. MON. W / BRASS CAP FOUND



Nielsen Madsen + Barber

CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd. Suite 200, Racine, WI. 53406
Tele: (262)634-5588 Website: www.nmbc.net

This Instrument was drafted by Mark R. Madsen January 13, 2020

2017.0031.02.DWG
SHEET 1 OF 3 SHEETS

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 3
NORTH, RANGE 22 EAST, IN THE
VILLAGE OF MT. PLEASANT, RACINE COUNTY, WISCONSIN.

STATE OF WISCONSIN)
COUNTY OF _____)

Personally came before me this _____ day of _____, 2020, MICHAEL A MUELLER & JOY E
DAY-MUELLER REVOCABLE TRUST, to me known to be the persons who executed the foregoing instrument,
and acknowledged that they executed the foregoing.

Notary Public, _____
My commission expires: _____

VILLAGE'S CERTIFICATE

APPROVED as a Certified Survey Map this _____ day of _____ 2020.

Stephanie Kohlhagen, Village Clerk/Treasurer



Mark R. Madsen
1-13-2020



Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd. Suite 200, Racine, WI. 53406
Tele: (262)634-5588 Website: www.nmbosc.net

This Instrument was drafted by Mark R. Madsen January 13 2020

2017.0031.02.DWG
SHEET 3 OF 3 SHEETS



EXECUTIVE SUMMARY

Village Board Meeting – January 27, 2020

TITLE: Relocation Order-Green Ridge Drive Storm Sewer Project

BACKGROUND:

The Storm Water Drainage Utility is planning a storm sewer/drainage project along the west end of the Green Ridge Drive right-of-way in the Summer of 2020. In order to complete the project, additional right-of-way will need to be procured around the cul-de-sac at the western terminus of the roadway.

The relocation order officially identifies the lands to be procured through the eminent domain process. The first step in the acquisition process is to approve the relocation order for the project and file it with the County Clerk.

RECOMMENDATION: Staff recommends that the Village Board: **Move to approve the relocation order for the Green Ridge Drive Storm Sewer Project.**

FISCAL IMPACT: Funding for the construction project is budgeted as a capital item within the Utility's budget (Fund 200).

PREPARED BY: Chris Smith
Village Attorney

January 27, 2020

RELOCATION ORDER

Project Municipality County

Expansion of Green Ridge Drive Village of Mount Pleasant Racine County

Description of Termini of Project

The project is located within the following:

Section 26, Township 3 North, Range 22 East, in the town of Mt. Pleasant, Racine County, Wisconsin

The project termini are as follows:

Begin: Southeast corner of said Lot 26; thence South 89° 47' 46" West along the North line of Green Ridge Drive 84.04 feet to a point; thence Northeasterly 112.84 feet along an arc of a curve whose center lies to the Southeast, whose radius is 45.00 feet and whose chord bears North 77° 38' 02" East of 85.52 feet to a point in the East line of said Lot 26; thence South 01° 36' 09" East along said East line 18.02 feet to the point of beginning.

To properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the highway designated above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the right of way plat for the above project.

To effect this change, pursuant to authority granted under Section 61.34, Wisconsin Statutes, the Village of Mount Pleasant orders that:

1. The said highway is laid out and established to the lines and widths as shown on the plat.
2. The required lands or interests in lands as shown on the attached ROW Acquisition Map shall be acquired by the Village of Mount Pleasant in the name of the Village of Mount Pleasant, pursuant to the provisions of Sections 61.34, Wisconsin Statutes.
3. This order supersedes and amends any previous order issued by the Village.

VILLAGE OF MOUNT PLEASANT

ATTEST:

David DeGroot, President (Date)

Stephanie Kohlhagen, Village Clerk

EXHIBIT

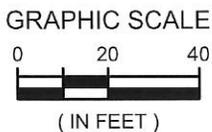
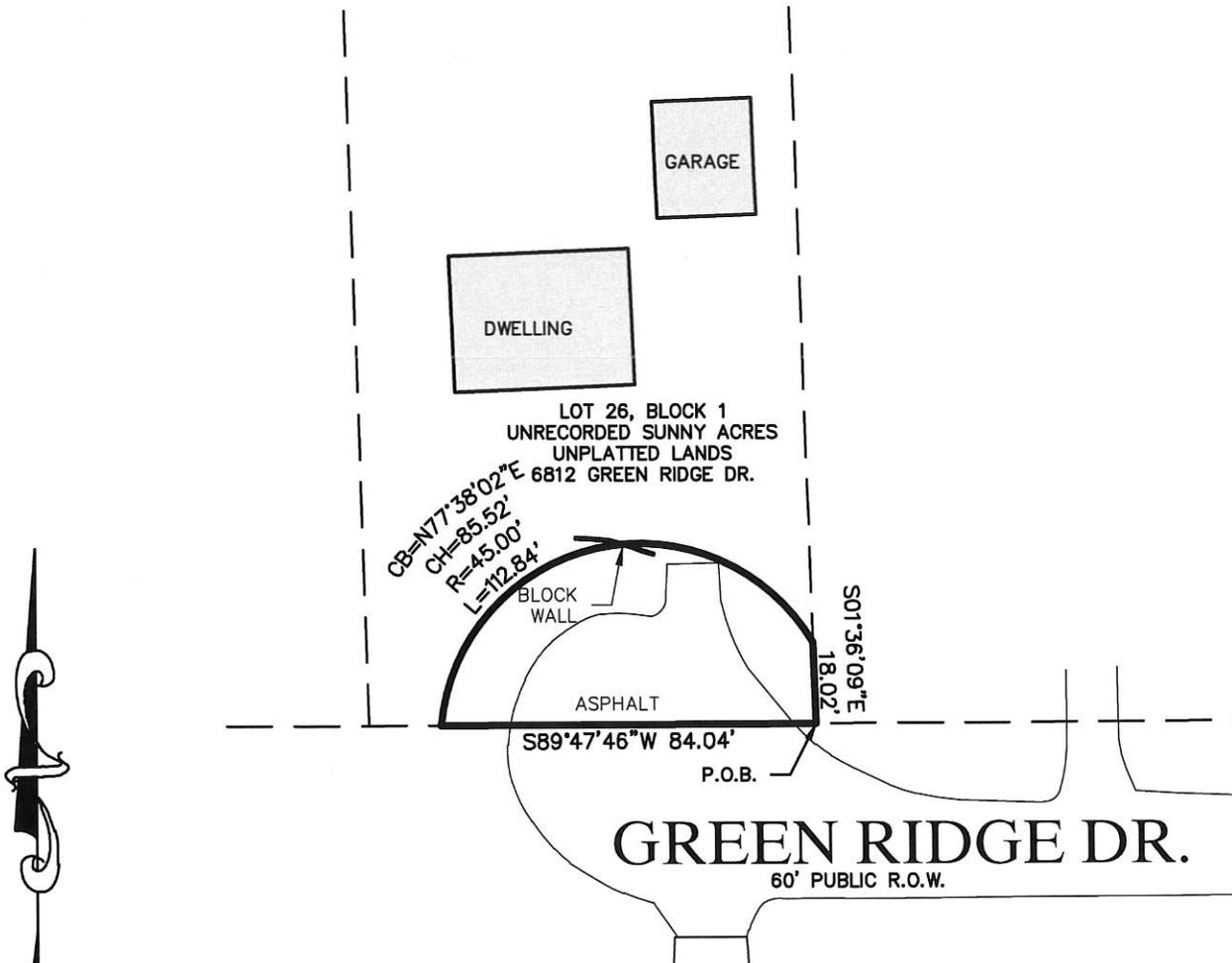
Part of Lot 26, Block 1, Sunny Acres, an unrecorded plat, being in the Southwest 1/4 of the northeast 1/4 of Section 26, Township 3 North, Range 22 East, in the town of Mt. Pleasant, Racine County, Wisconsin, bounded and described as follows:

Beginning at the Southeast corner of said Lot 26; thence South $89^{\circ} 47' 46''$ West along the North line of Green Ridge Drive 84.04 feet to a point; thence Northeasterly 112.84 feet along an arc of a curve whose center lies to the Southeast, whose radius is 45.00 feet and whose chord bears North $77^{\circ} 38' 02''$ East 85.52 feet to a point in the East line of said Lot 26; thence South $01^{\circ} 36' 09''$ East along said East line 18.02 feet to the point of beginning.

Said land contains 2,696 square feet or 0.06 acres.

December 18, 2019

Drawing No. 168050-RMK



raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

SHEET 1 OF 1

Mount Pleasant Local Roads Landscaping: Narrative

Braun / KR / CTH H / WWV Terrace Street Trees:

Street trees are located 75-feet apart coinciding with typical design standards for the indicated roadway speeds. From the project overall tree species schedule, 6 to 8 shade tree species will be selected for each road to provide visual variety and prevent issues if there is a future problem with a particular species, such as Emerald Ash Bore or Dutch Elm Disease. Typically, no more than 2 or 3 of the same species will be located directly adjacent to each other.

Trees have been located away from intersections and utilities to minimize conflicts and maintain lines of site throughout the area.

Braun / KR / International / WWV Median Ornamental Trees

Median plantings coincide with the utility design, lighting, and bioretention locations, where applicable. Trees are located in a natural, staggered rhythm, approximately 30 to 50-feet apart, with individual trees and groupings of trees located together. International Drive repeats the similar 50-foot spacing and species selection that currently exists to provide consistency between the two phases.

Trees will be randomly selected and placed in logical groupings from the overall ornamental tree schedule.

Braun / KR / WWV Median Plantings

Plantings throughout the road systems are divided into 7 different planting bed schemes that are alternated throughout the system. Varying species provide both consistency and variety throughout the development area. Poly or aluminum edging will minimize maintenance and crisp edge between the planting bed and turf area, bark mulch will help minimize weeds, and curving, natural shapes provide easy mowing adjacent to the planting areas.

All:

All trees and plants selected are urban and salt tolerant, low maintenance varieties found throughout the area, with varying seasons of interest and coincide with plantings incorporated into the main development.



Mount Pleasant Local Roads Landscaping: Shade Tree Schedule

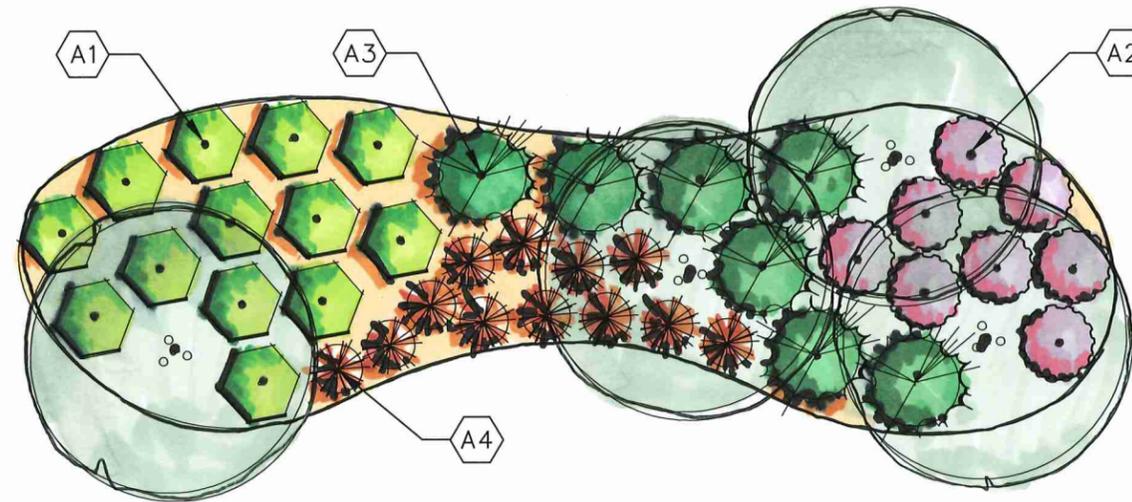
Shade Tree			
S1	Acer miyabei 'Morton'	State Street Maple	
S2	Acer rubrum 'Autumn Flame'	Autumn Flame Maple	2 1/2" B&B
S3	Aesculus hippocastanum 'Baumannii'	Bauman Horse Chestnut (No Fruit)	2 1/2" B&B
S4	Celtis occidentalis 'Prairie Pride'	Pride Pride Hackberry	2 1/2" B&B
S5	Ginkgo biloba 'Princeton Sentry'	Princeton Sentry Ginkgo (Male Species Only)	2" B&B
S6	Gleditsia triacanthos inermis 'Shademaster'	Shademaster Honeylocust	2 1/2" B&B
S7	Gymnocladus dioica 'Espresso'	Espresso Kentucky Coffee Tree (Male Species Only)	2" B&B
S8	Quercus bicolor	Swamp White Oak	2 1/2" B&B
S9	Quercus Palustris	Pin Oak	2 1/2" B&B
S10	Quercus x bimundorum	Crimson Spire (Crimschmidt) Oak	2 1/2" B&B
S11	Tilia americana 'American Sentry'	American Sentry (McKSentry) Linden	2 1/2" B&B
S12	Tilia x flavescens 'Glenleven'	Glenleven Littleleaf Linden	2" B&B
S13	Tilia x 'Harvest Gold'	Harvest Gold Linden	2" B&B
S14	Tilia tomentosa	Silver Linden	2 1/2" B&B
S15	Ulmus americana 'Lewis & Clark'	Prairie Expedition Elm	2 1/2" B&B
S16	Ulmus x 'cathedral'	Cathedral Elm	2 1/2" B&B



Mount Pleasant Local Roads Landscaping: Ornamental Tree Schedule

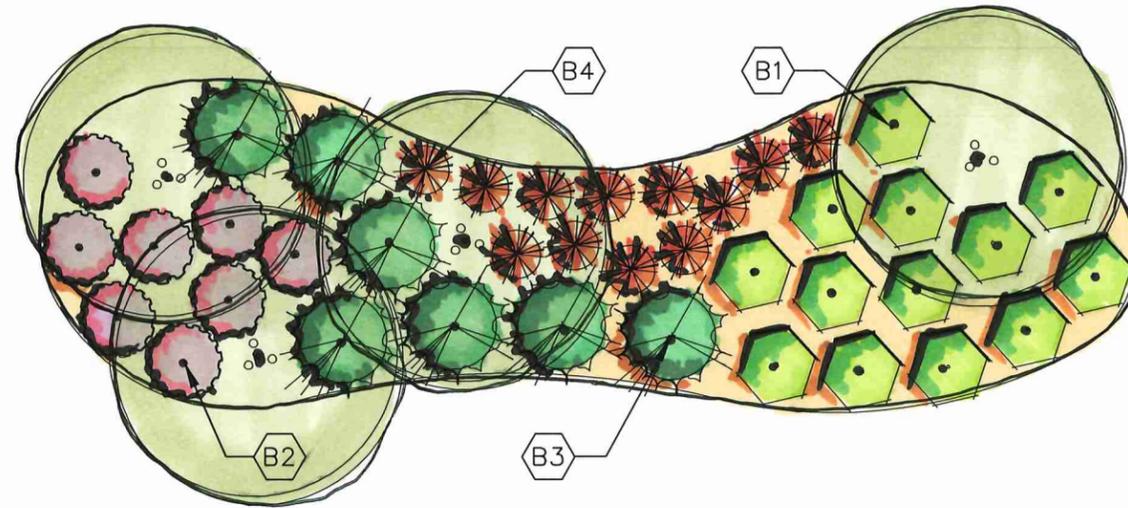
Ornamental Tree			
O1	Amelanchier x grandiflora 'Autumn brilliance	Autumn Brilliance Service Berry	7' B&B
O2	Betula nigra	River Birch - multi-stem 2 to 3 trunks	7' B&B
O3	Crataegus viridis 'Winter King'	Winter King Hawthorn	2" B&B
O4	Crataegus crusgalli var. inermis	Thornless Cockspur Hawthorn	2" B&B
O5	Malus 'Spring Snow'	Spring Snow Crabapple	2" B&B
O6	Malus 'Red Jewel'	Red Jewel Crabapple	2" B&B
O7	Malus 'Pink Satin'	Pink Satin Crabapple	2" B&B
O8	Malus 'Centurion'	Centurion Crabapple	2" B&B
O9	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	2" B&B





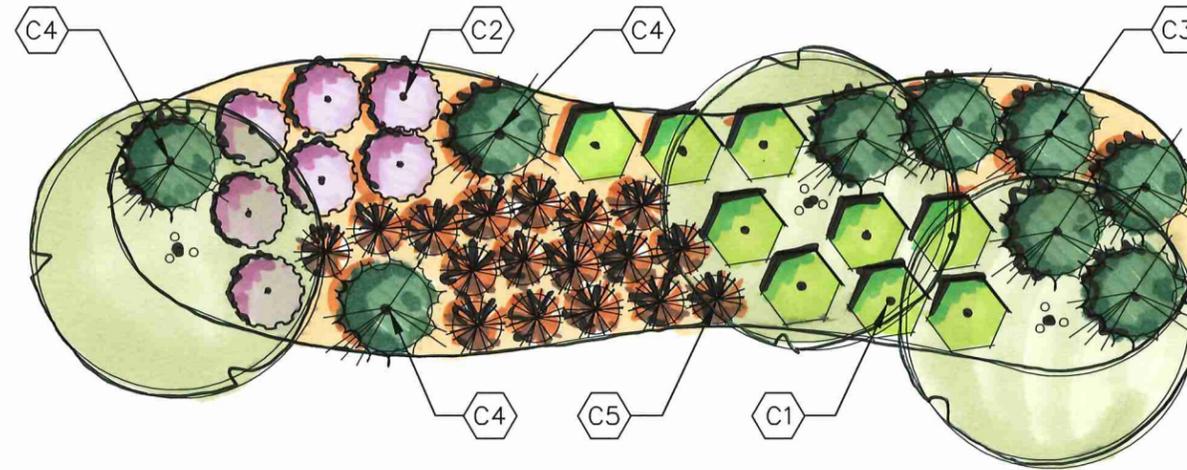
DETAILED PLANTING BED LAYOUT A:
SHRUB AND PERENNIAL DESIGN
REFER TO PLANS FOR TREE SPECIES AND ALIGNMENT WITHIN MEDIAN

Planting Bed A Schedule:						
Label	Scientific Name	Common Name	Quantity	Spacing	Install Size	
Deciduous Shrubs						
A1	<i>Rosa rugosa</i> 'Dwarf Pavement'	Dwarf Pavement Rose	13 per bed	Per Plan	#3 Cont.	
A2	<i>Diervilla lonicera</i>	Dwarf Bush Honeysuckle	8 per bed	Per Plan	#3 Cont.	
Evergreen Shrubs						
A3	<i>Juniperus chinensis</i> 'Pfitzeriana Kallay'	Kallay Compact Juniper	7 per bed	Per Plan	#5 Cont.	
Perennials						
A4	<i>Panicum virgatum</i> 'Heavy Metal'	Heavy Metal Switch Grass	12 per bed	Per Plan	#1 Cont.	
NOTE: Installation contractor is responsible for verifying plant count from plan. Plan quantities take precedence over schedule. See street plans for locations, alignment, orientation, and tree selection.						



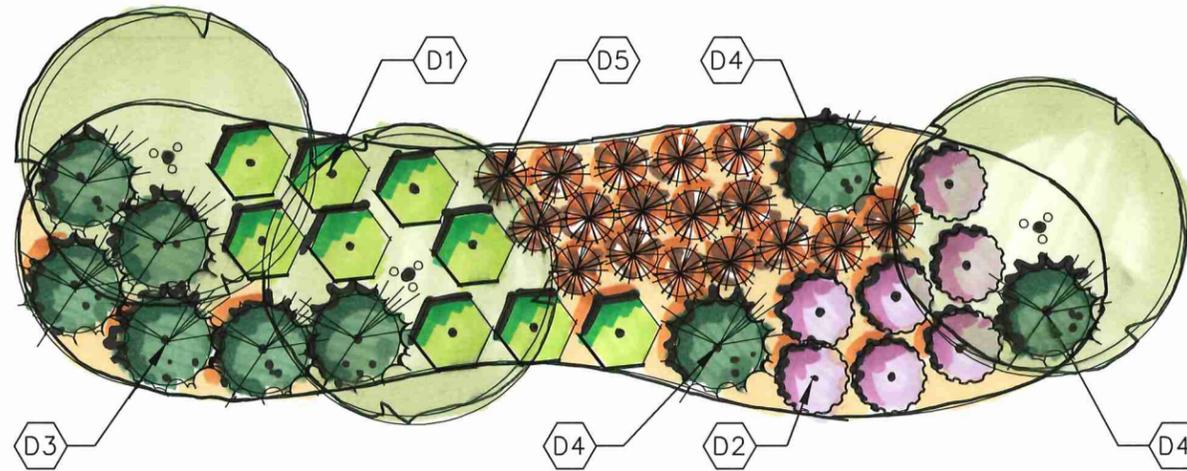
DETAILED PLANTING BED LAYOUT B:
SHRUB AND PERENNIAL DESIGN
REFER TO PLANS FOR TREE SPECIES AND ALIGNMENT WITHIN MEDIAN

Planting Bed B Schedule:					
Label	Scientific Name	Common Name	Quantity	Spacing	Install Size
Deciduous Shrubs					
B1	<i>Hydrangea arborescens</i> 'Annabelle'	Annabelle Hydrangea	13 per bed	Per Plan	#3 Cont.
B2	<i>Rhus aromatica</i> 'Gro-Low'	Gro-Low Sumac	8 per bed	Per Plan	#3 Cont.
Evergreen Shrubs					
B3	<i>Juniperus chinensis</i> "Old Gold"	Old Gold juniper	7 per bed	Per Plan	#5 Cont.
Perennials					
B4	<i>Calamagrostis x acutiflora</i> 'Karl Foerster'	Karl Foerster Grass	12 per bed	Per Plan	#1 Cont.
NOTE: Installation contractor is responsible for verifying plant count from plan. Plan quantities take precedence over schedule. See street plans for locations, alignment, orientation, and tree selection.					



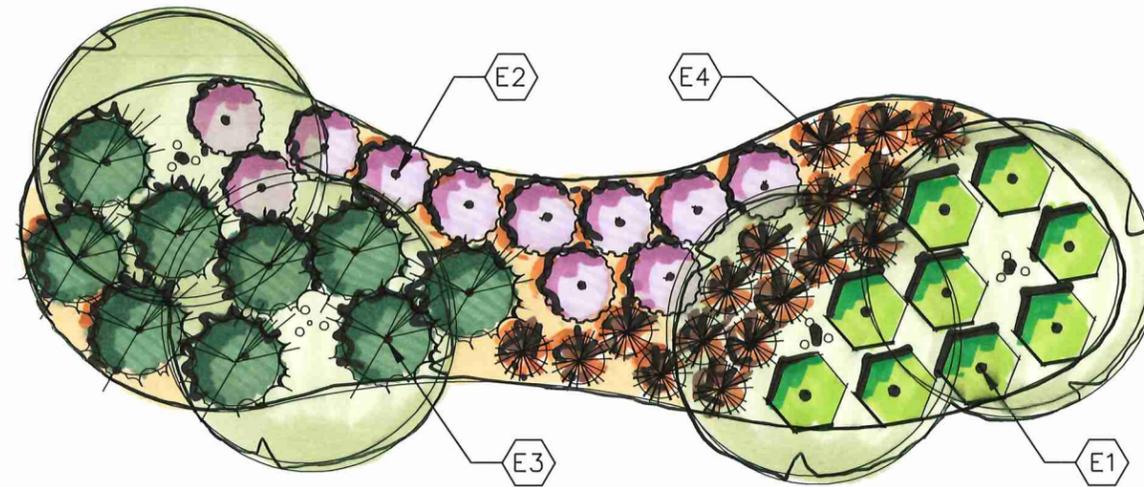
DETAILED PLANTING BED LAYOUT C:
SHRUB AND PERENNIAL DESIGN
REFER TO PLANS FOR TREE SPECIES AND ALIGNMENT WITHIN MEDIAN

Planting Bed C Schedule:					
Label	Scientific Name	Common Name	Quantity	Spacing	Install Size
Deciduous Shrubs					
C1	<i>Hydrangea arborescens</i> 'Annabelle'	Annabelle Hydrangea	9 per bed	Per Plan	#3 Cont.
C2	<i>Diervilla lonicera</i>	Dwarf Bush Honeysuckle	7 per bed	Per Plan	#3 Cont.
Evergreen Shrubs					
C3	<i>Juniperus sabina</i> 'Buffalo'	Buffalo Juniper	6 per bed	Per Plan	#5 Cont.
C4	<i>Pinus mugo</i> 'Pumilio'	Dwarf Mugo Pine	3 per bed	Per Plan	#5 Cont.
Perennials					
C5	<i>Miscanthus sinensis</i> 'Silberfeder'	Silberfeder Maiden Grass	17 per bed	Per Plan	#1 Cont.
NOTE: Installation contractor is responsible for verifying plant count from plan. Plan quantities take precedence over schedule. See street plans for locations, alignment, orientation, and tree selection.					



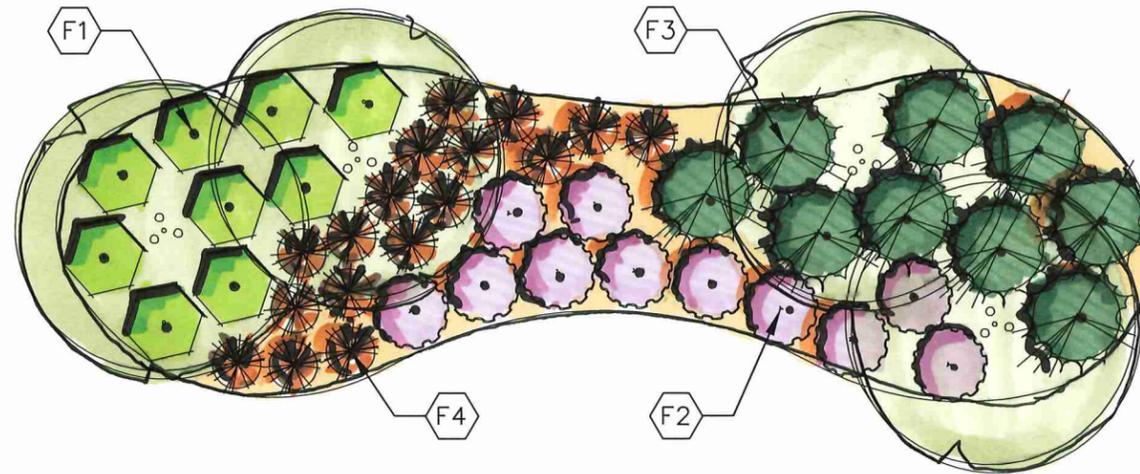
DETAILED PLANTING BED LAYOUT D:
SHRUB AND PERENNIAL DESIGN
REFER TO PLANS FOR TREE SPECIES AND ALIGNMENT WITHIN MEDIAN

Planting Bed D Schedule:						
Label	Scientific Name	Common Name	Quantity	Spacing	Install Size	
Deciduous Shrubs						
D1	<i>Rosa rugosa</i> 'Dwarf Pavement'	Dwarf Pavement Rose	9 per bed	Per Plan	#3 Cont.	
D2	<i>Rhus aromatica</i> 'Gro-Low'	Gro-Low Sumac	7 per bed	Per Plan	#3 Cont.	
Evergreen Shrubs						
D3	<i>Juniperus sabina</i> 'Buffalo'	Buffalo Juniper	6 per bed	Per Plan	#5 Cont.	
D4	<i>Pinus mugo</i> 'Pumilio'	Dwarf Mugo Pine	3 per bed	Per Plan	#5 Cont.	
Perennials						
D5	<i>Miscanthus sinensis</i> 'Silberfeder'	Silberfeder Maiden Grass	17 per bed	Per Plan	#1 Cont.	
NOTE: Installation contractor is responsible for verifying plant count from plan. Plan quantities take precedence over schedule. See street plans for locations, alignment, orientation, and tree selection.						



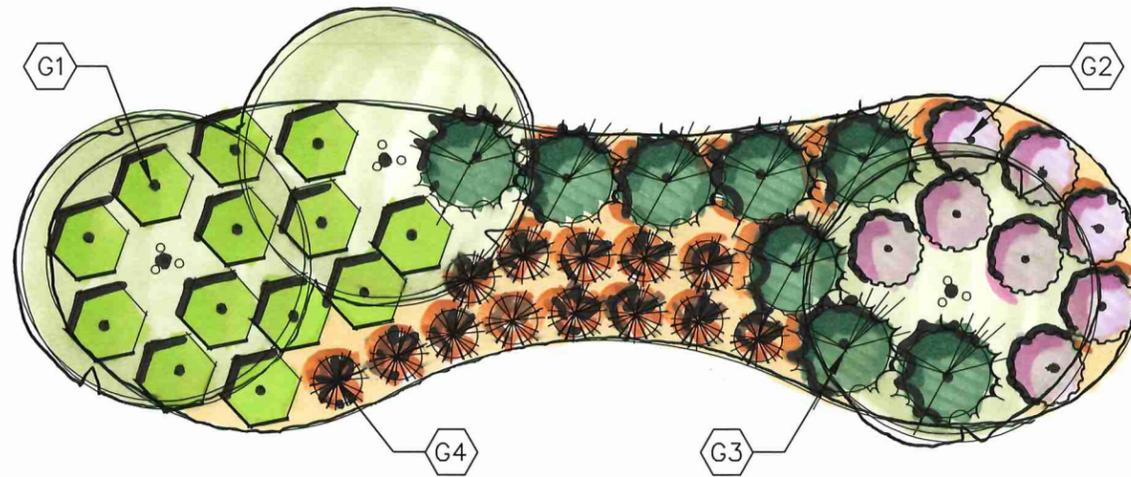
DETAILED PLANTING BED LAYOUT E:
SHRUB AND PERENNIAL DESIGN
REFER TO PLANS FOR TREE SPECIES AND ALIGNMENT WITHIN MEDIAN

Planting Bed E Schedule:					
Label	Scientific Name	Common Name	Quantity	Spacing	Install Size
Deciduous Shrubs					
E1	<i>Rosa rugosa</i> 'Dwarf Pavement'	Dwarf Pavement Rose	9 per bed	Per Plan	#3 Cont.
E2	<i>Diervilla lonicera</i>	Dwarf Bush Honeysuckle	11 per bed	Per Plan	#3 Cont.
Evergreen Shrubs					
E3	<i>Juniperus chinensis</i> 'Pfitzeriana Kallay'	Kallay Compact Juniper	9 per bed	Per Plan	#5 Cont.
Perennials					
E4	<i>Miscanthus sinensis</i> 'Silberfeder'	Silberfeder Maiden Grass	17 per bed	Per Plan	#1 Cont.
NOTE: Installation contractor is responsible for verifying plant count from plan. Plan quantities take precedence over schedule. See street plans for locations, alignment, orientation, and tree selection.					



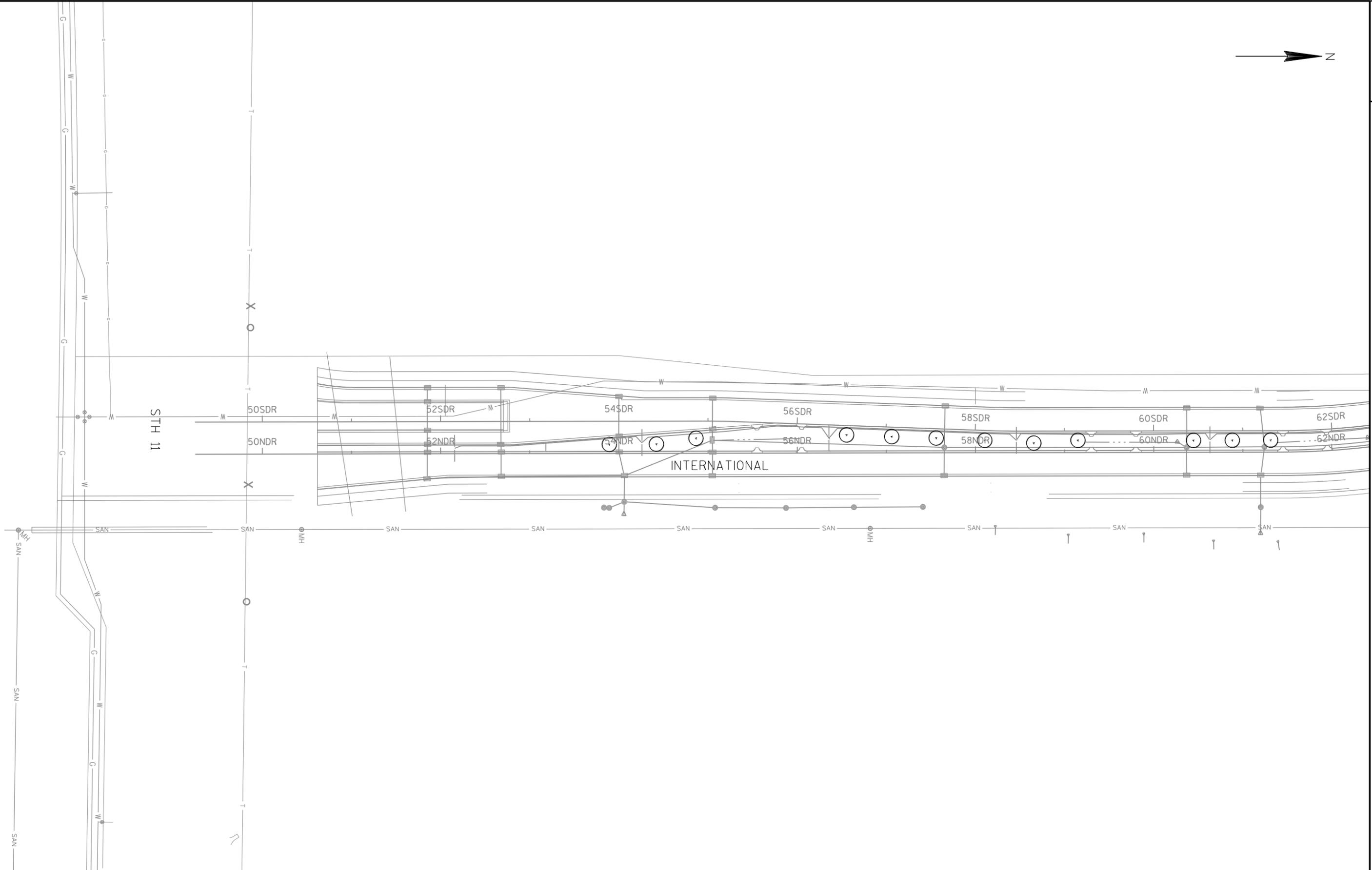
DETAILED PLANTING BED LAYOUT F:
 SHRUB AND PERENNIAL DESIGN
 REFER TO PLANS FOR TREE SPECIES AND ALIGNMENT WITHIN MEDIAN

Planting Bed F Schedule:						
Label	Scientific Name	Common Name	Quantity	Spacing	Install Size	
Deciduous Shrubs						
F1	<i>Hydrangea arborescens</i> 'Annabelle'	Annabelle Hydrangea	9 per bed	Per Plan	#3 Cont.	
F2	<i>Rhus aromatica</i> 'Gro-Low'	Gro-Low Sumac	11 per bed	Per Plan	#3 Cont.	
Evergreen Shrubs						
F3	<i>Juniperus chinensis</i> "Pfitzeriana Kallay"	Kallay Compact Juniper	9 per bed	Per Plan	#5 Cont.	
Perennials						
F4	<i>Miscanthus sinensis</i> 'Silberfeder'	Silberfeder Maiden Grass	17 per bed	Per Plan	#1 Cont.	
NOTE: Installation contractor is responsible for verifying plant count from plan. Plan quantities take precedence over schedule. See street plans for locations, alignment, orientation, and tree selection.						

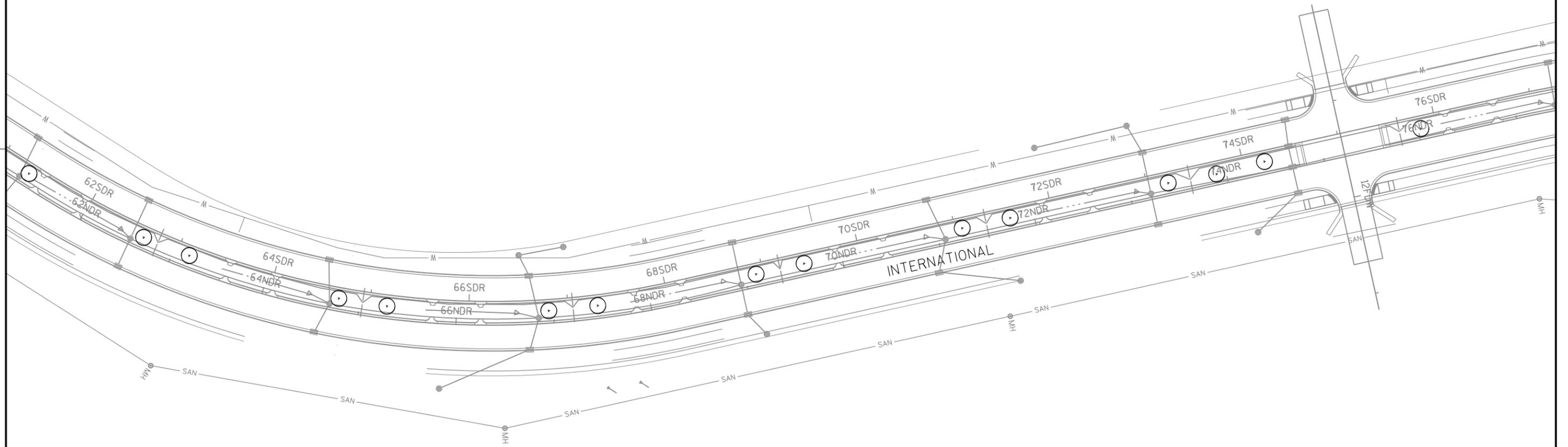


DETAILED PLANTING BED LAYOUT G:
SHRUB AND PERENNIAL DESIGN
REFER TO PLANS FOR TREE SPECIES AND ALIGNMENT WITHIN MEDIAN

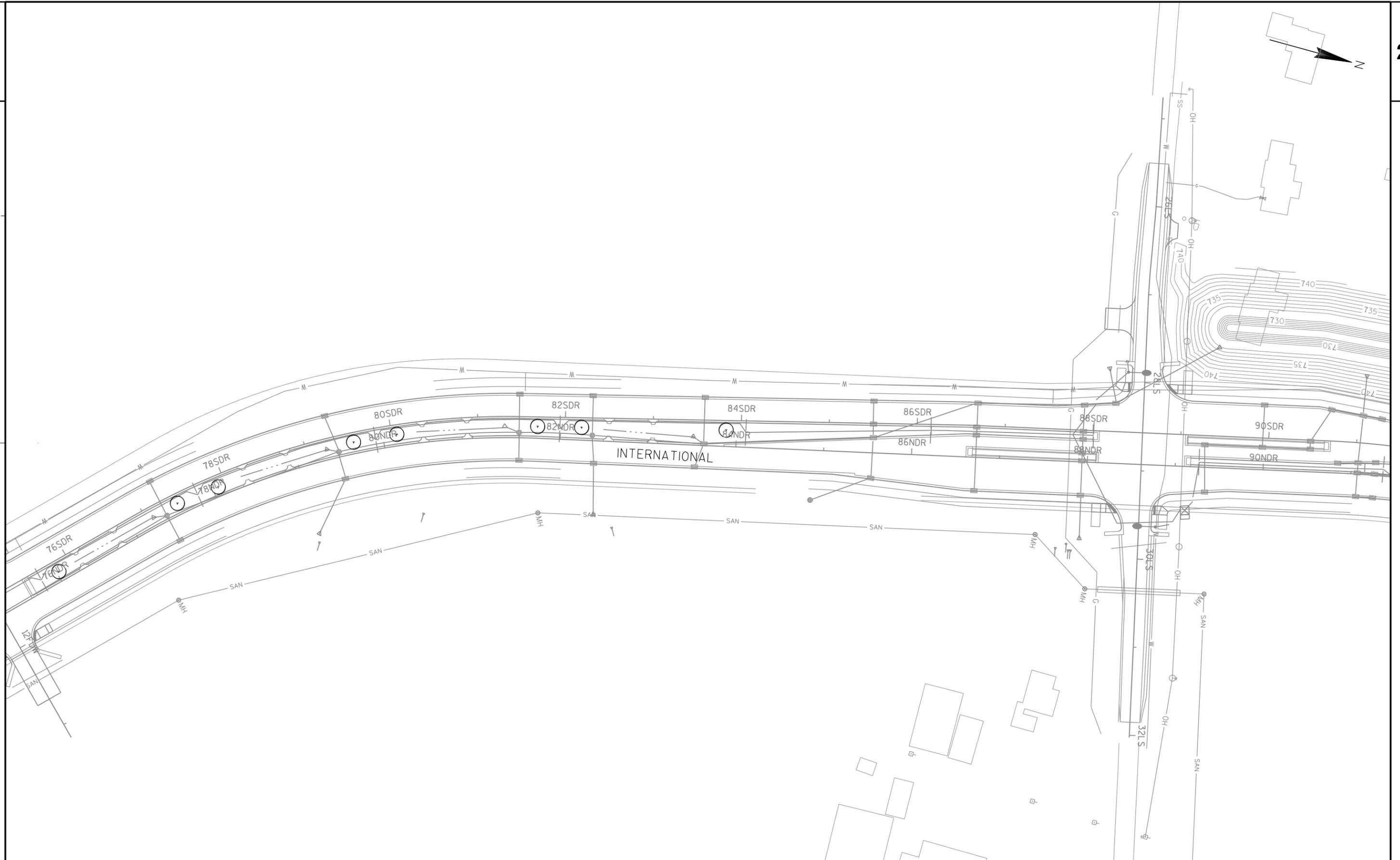
Planting Bed G Schedule:					
Label	Scientific Name	Common Name	Quantity	Spacing	Install Size
Deciduous Shrubs					
G1	<i>Hydrangea arborescens</i> 'Annabelle'	Annabelle Hydrangea	13 per bed	Per Plan	#3 Cont.
G2	<i>Diervilla lonicera</i>	Dwarf Bush Honeysuckle	8 per bed	Per Plan	#3 Cont.
Evergreen Shrubs					
G3	<i>Juniperus chinensis</i> "Old Gold"	Old Gold juniper	8 per bed	Per Plan	#5 Cont.
Perennials					
G4	<i>Panicum virgatum</i> 'Heavy Metal'	Heavy Metal Switch Grass	13 per bed	Per Plan	#1 Cont.
NOTE: Installation contractor is responsible for verifying plant count from plan. Plan quantities take precedence over schedule. See street plans for locations, alignment, orientation, and tree selection.					



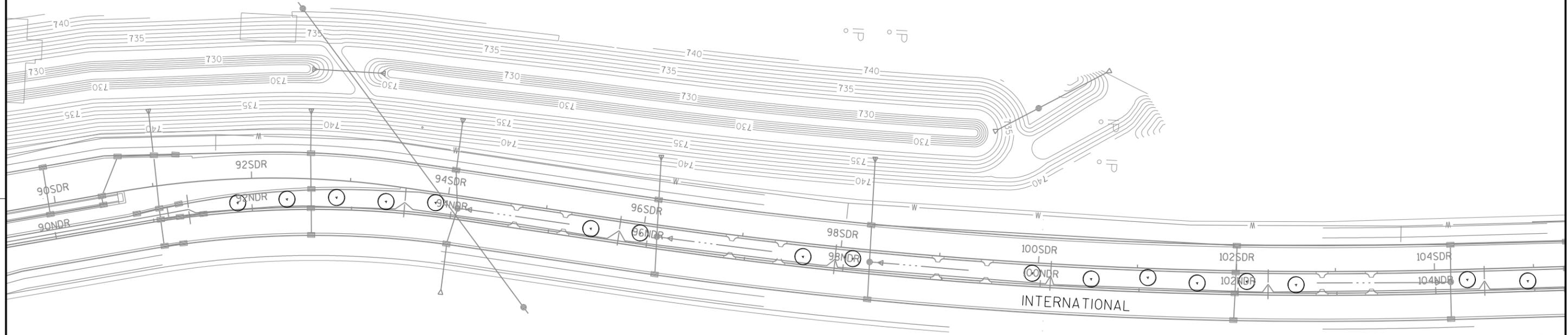
PROJECT NO: 3763-00-74	HWY: INTERNATIONAL DRIVE	COUNTY: RACINE	LANDSCAPE PLAN	SHEET	E
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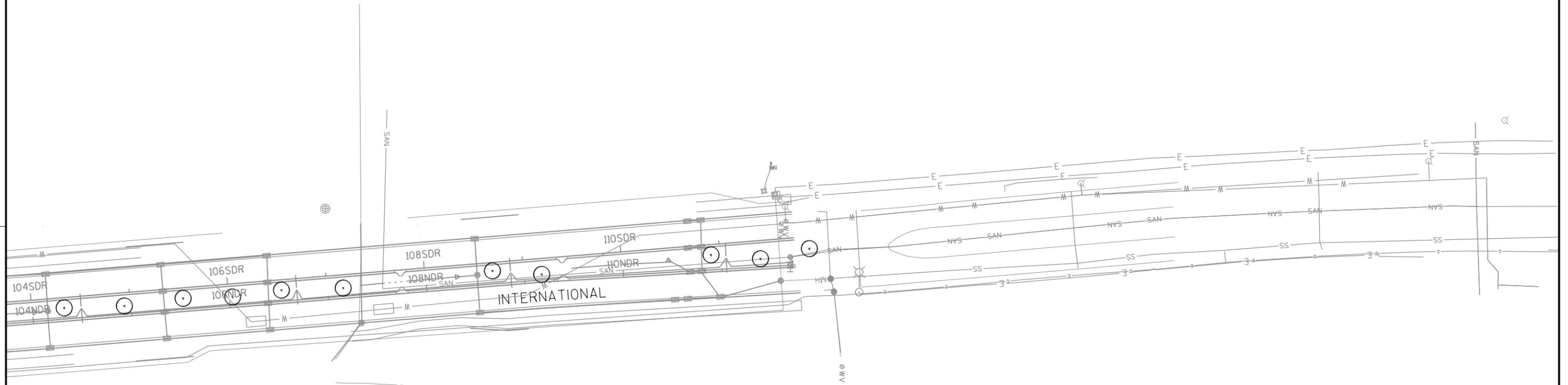
PROJECT NO: 3763-00-74	HWY: INTERNATIONAL DRIVE	COUNTY: RACINE	LANDSCAPE PLAN	SHEET	E
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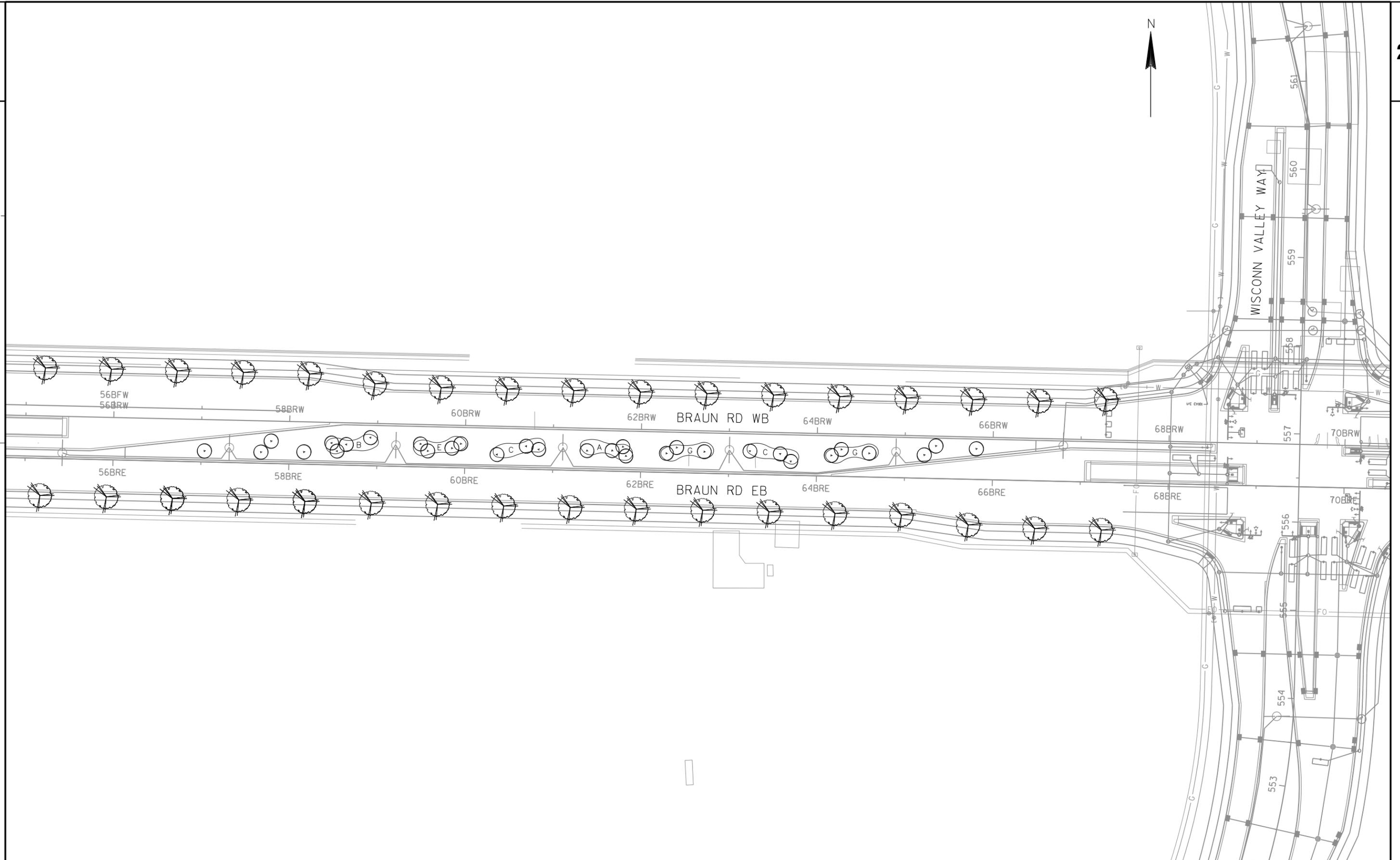


PROJECT NO: 3763-00-74	HWY: INTERNATIONAL DRIVE	COUNTY: RACINE	LANDSCAPE PLAN	SHEET E
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PROJECT NO: 3763-00-74	HWY: INTERNATIONAL DRIVE	COUNTY: RACINE	LANDSCAPE PLAN	SHEET	E
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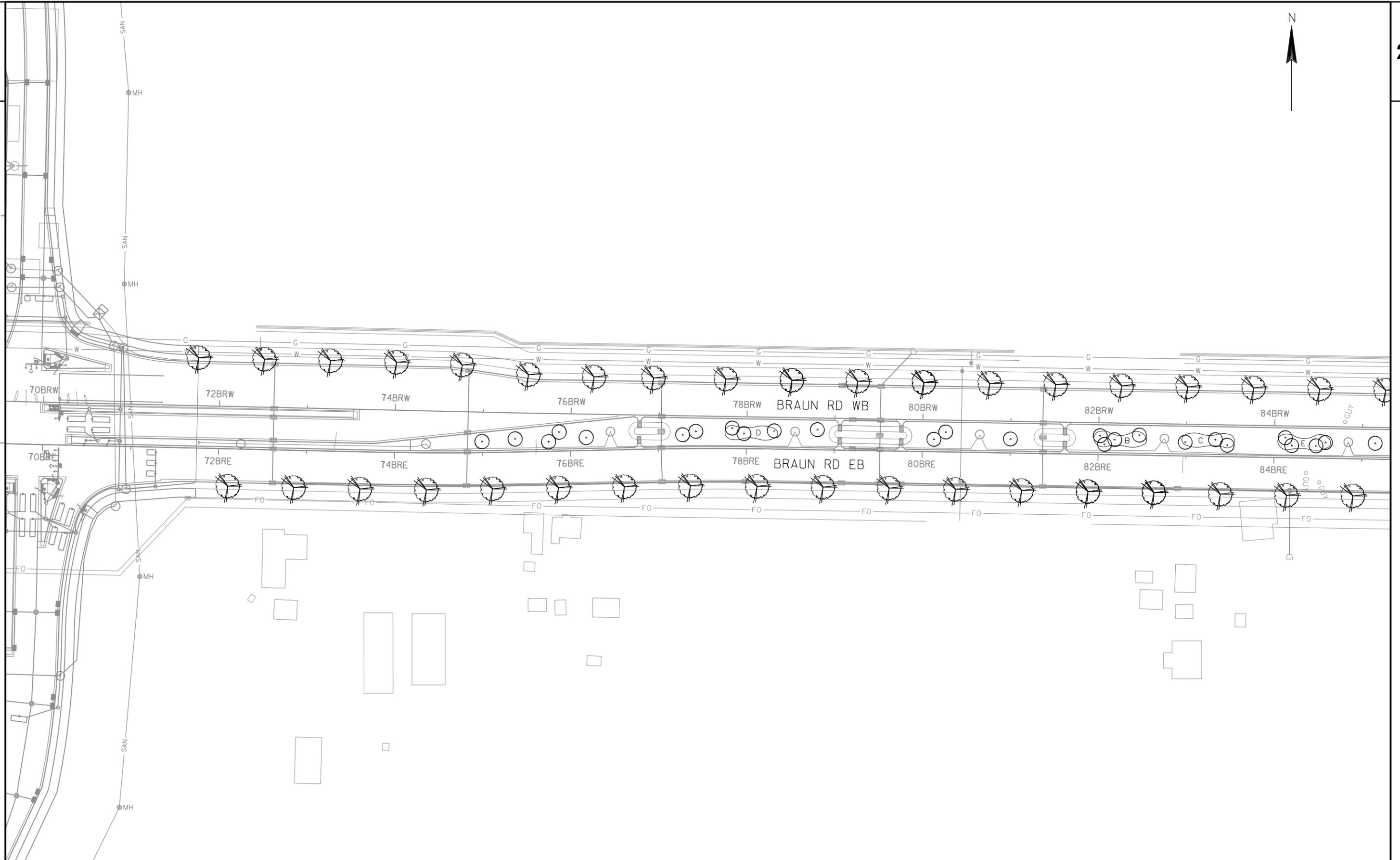




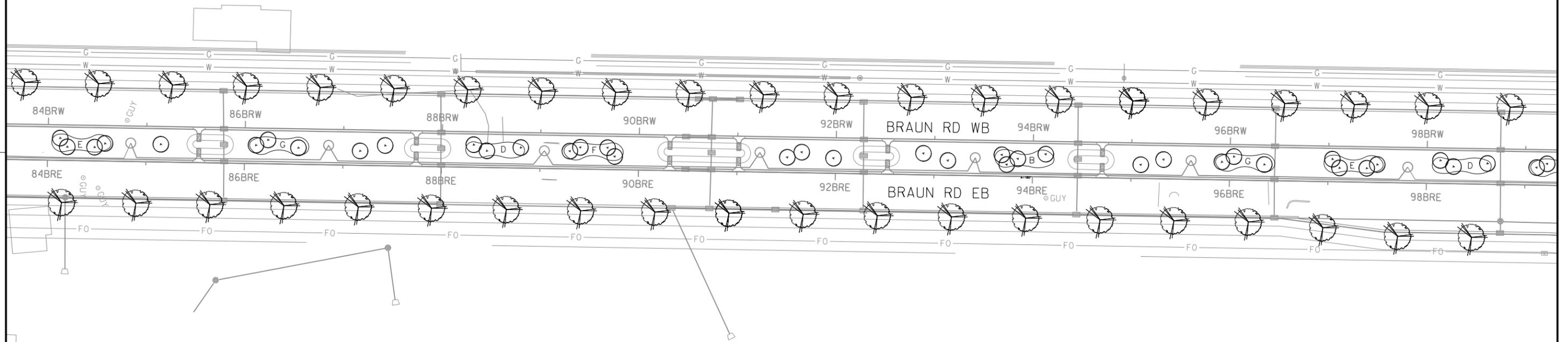
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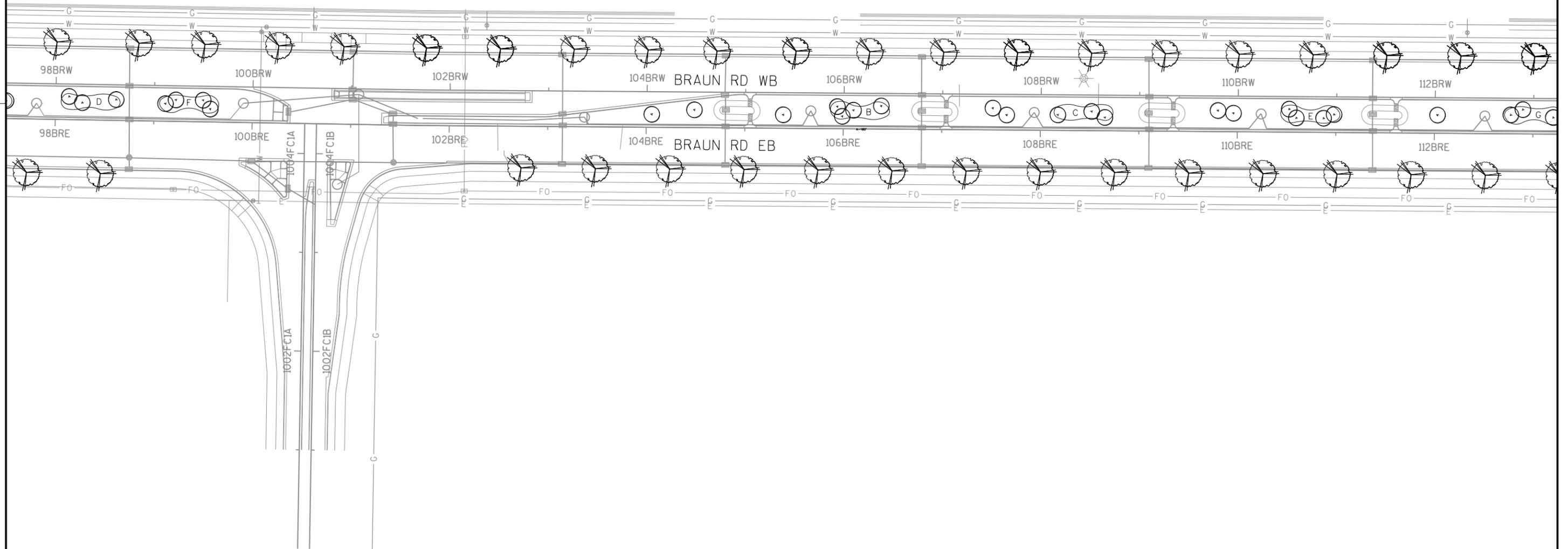
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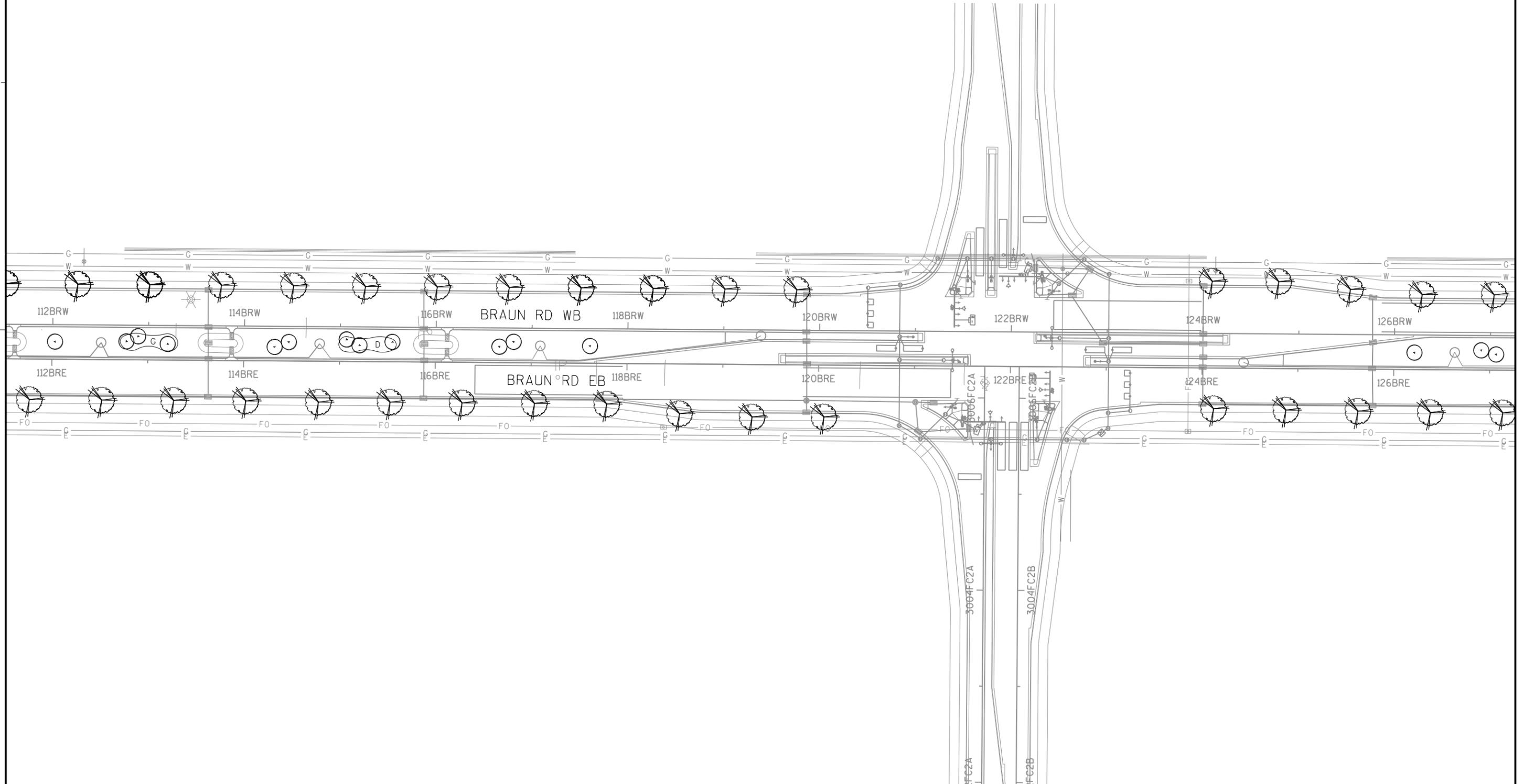
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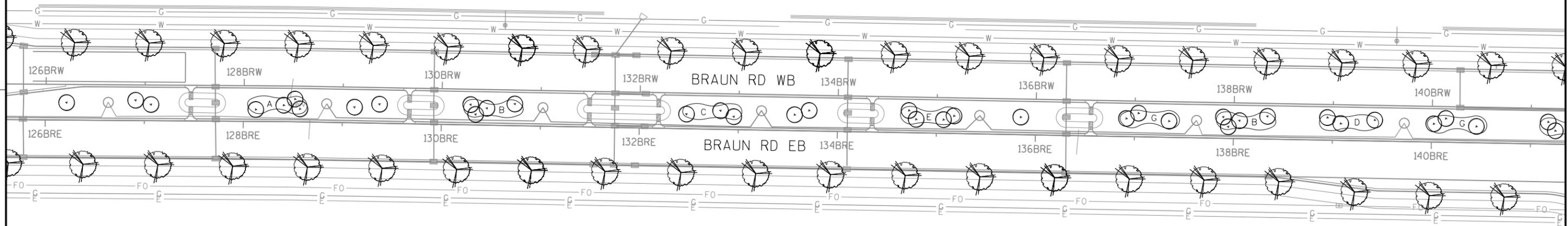
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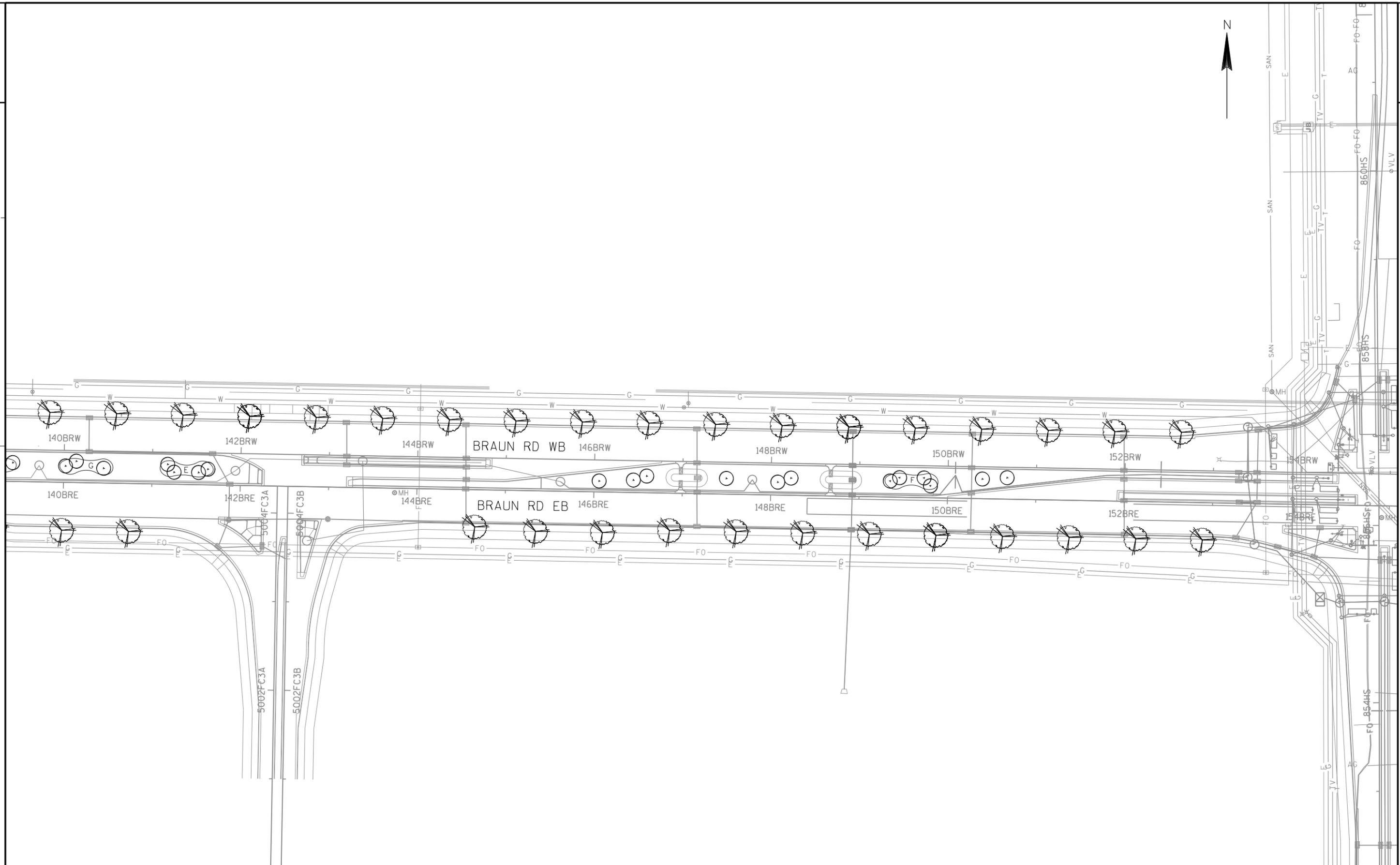
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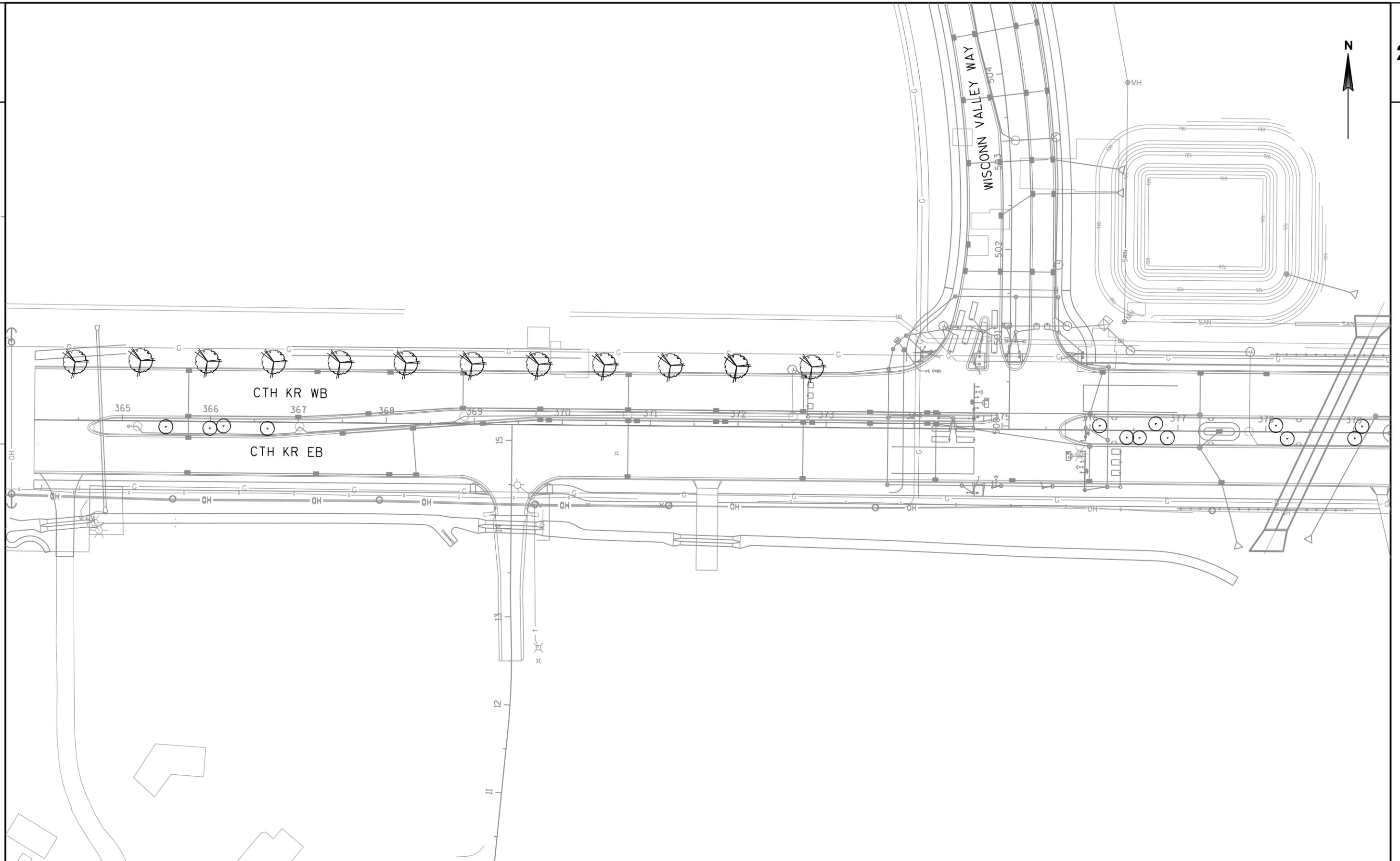
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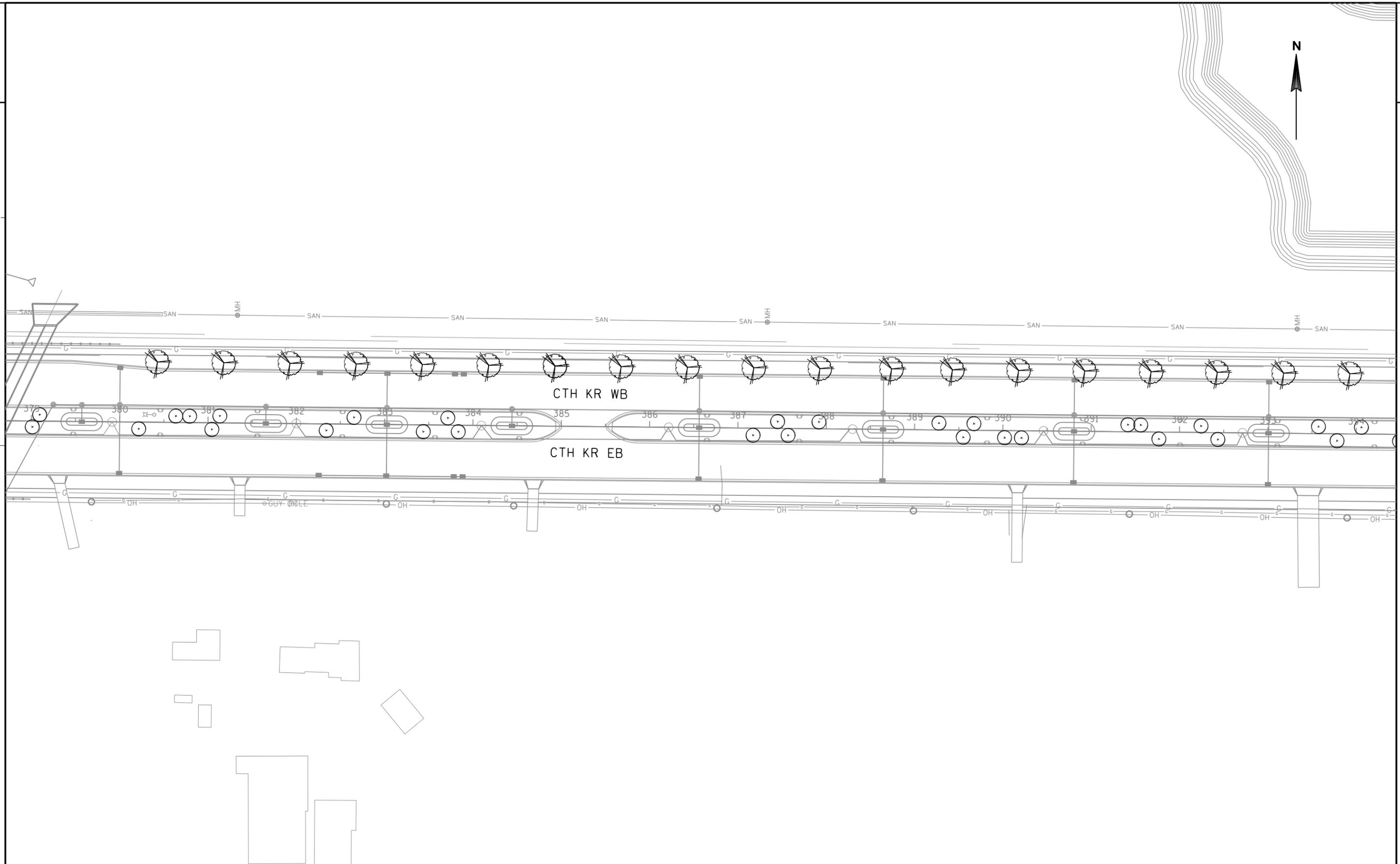
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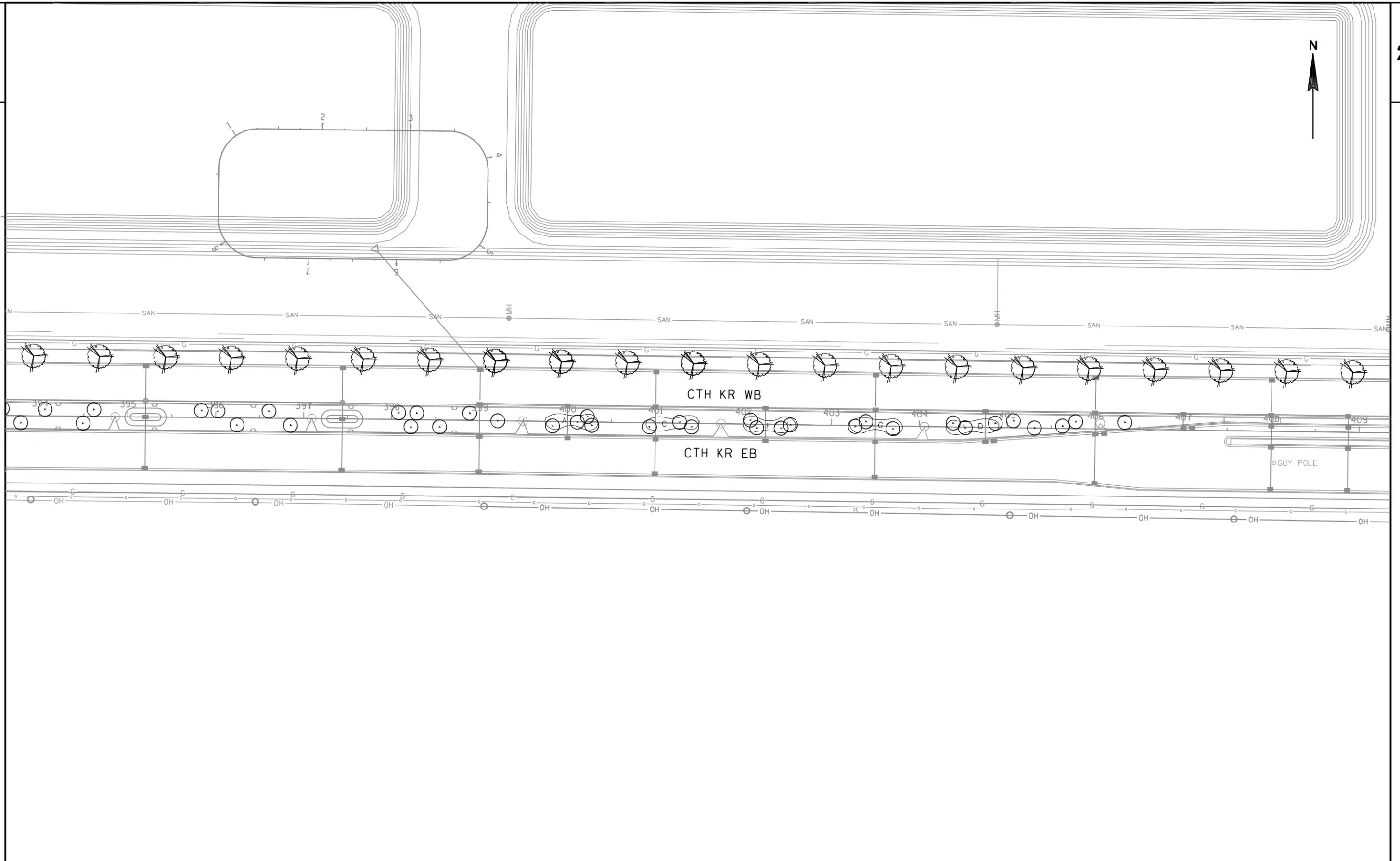
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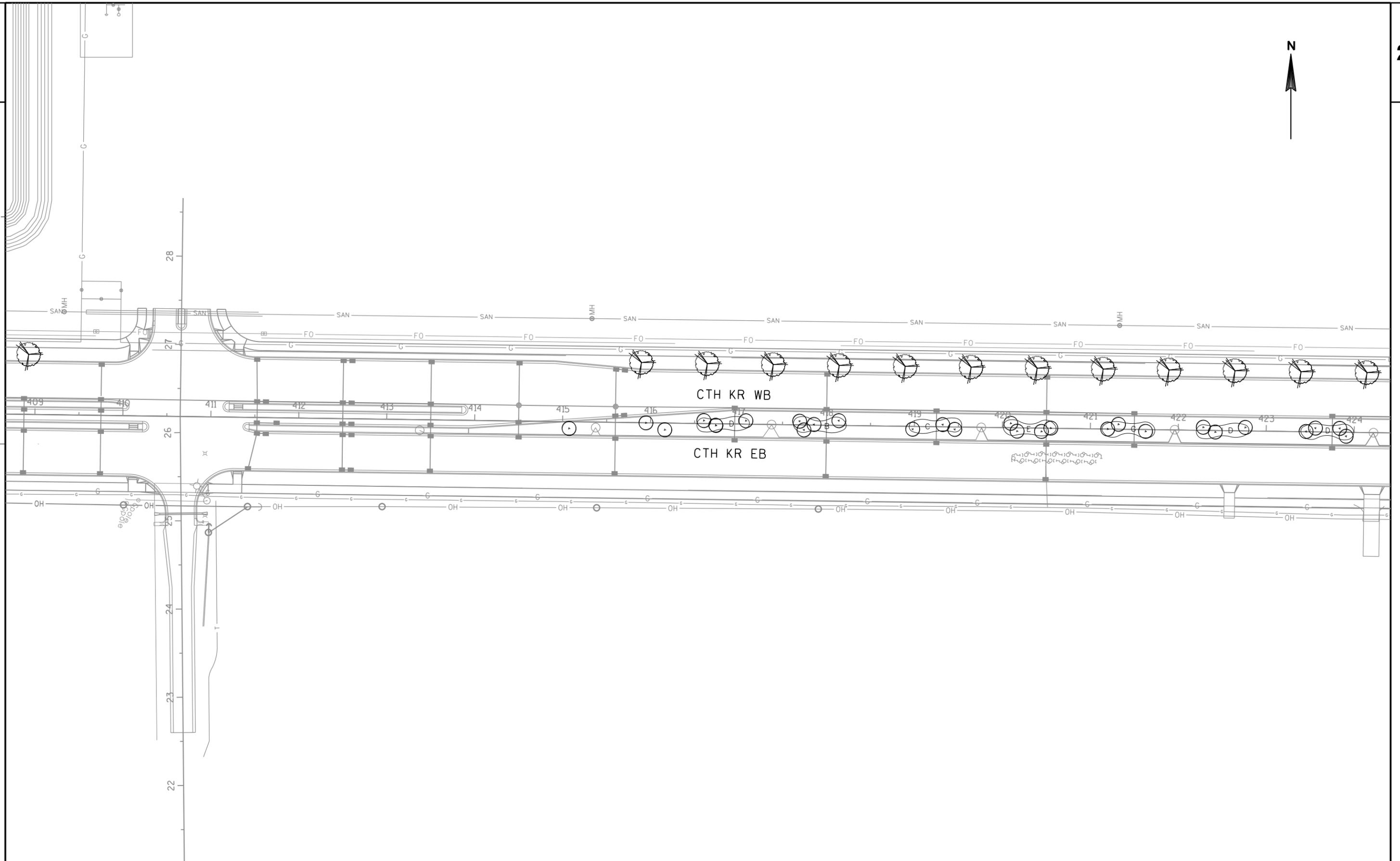
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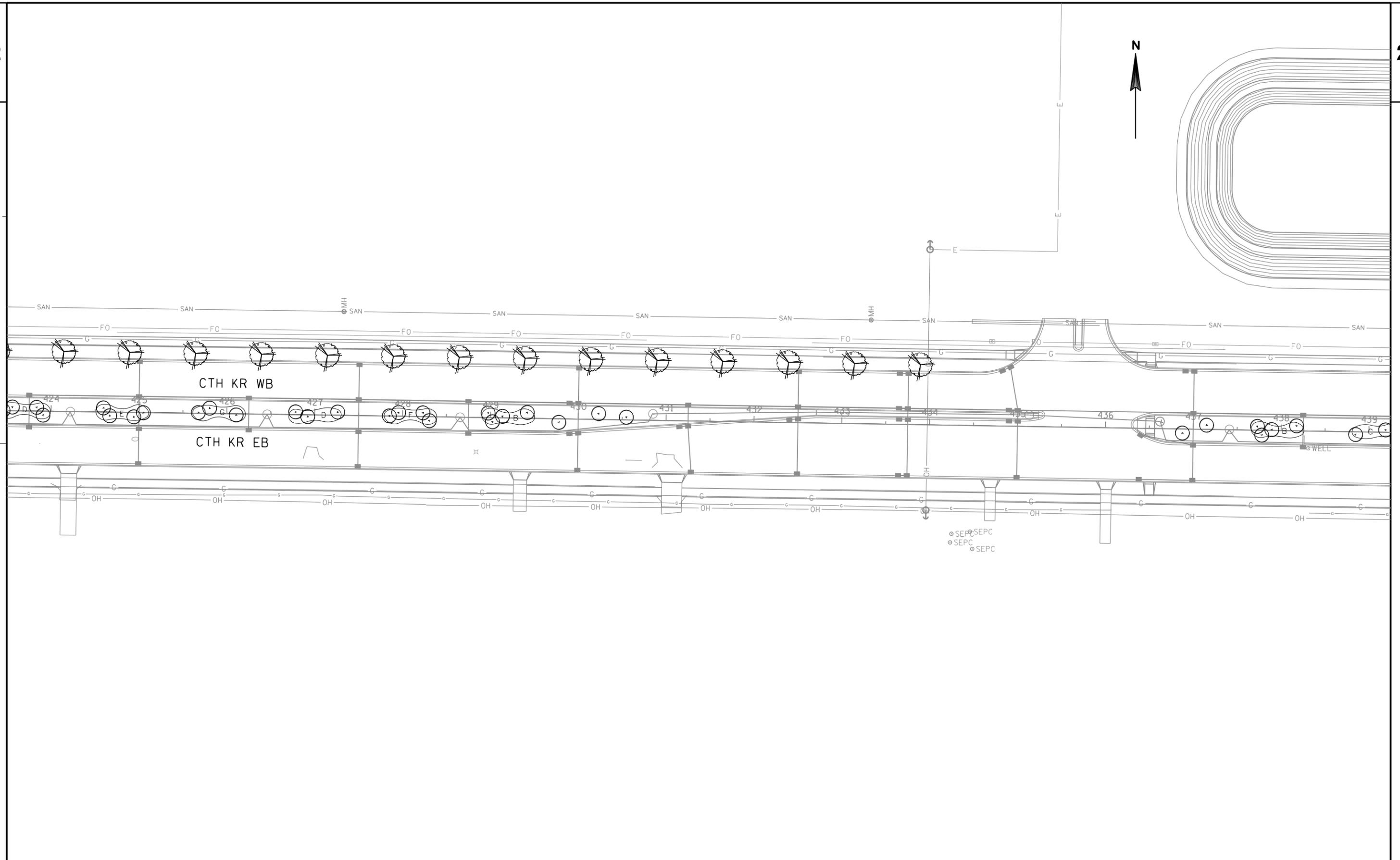
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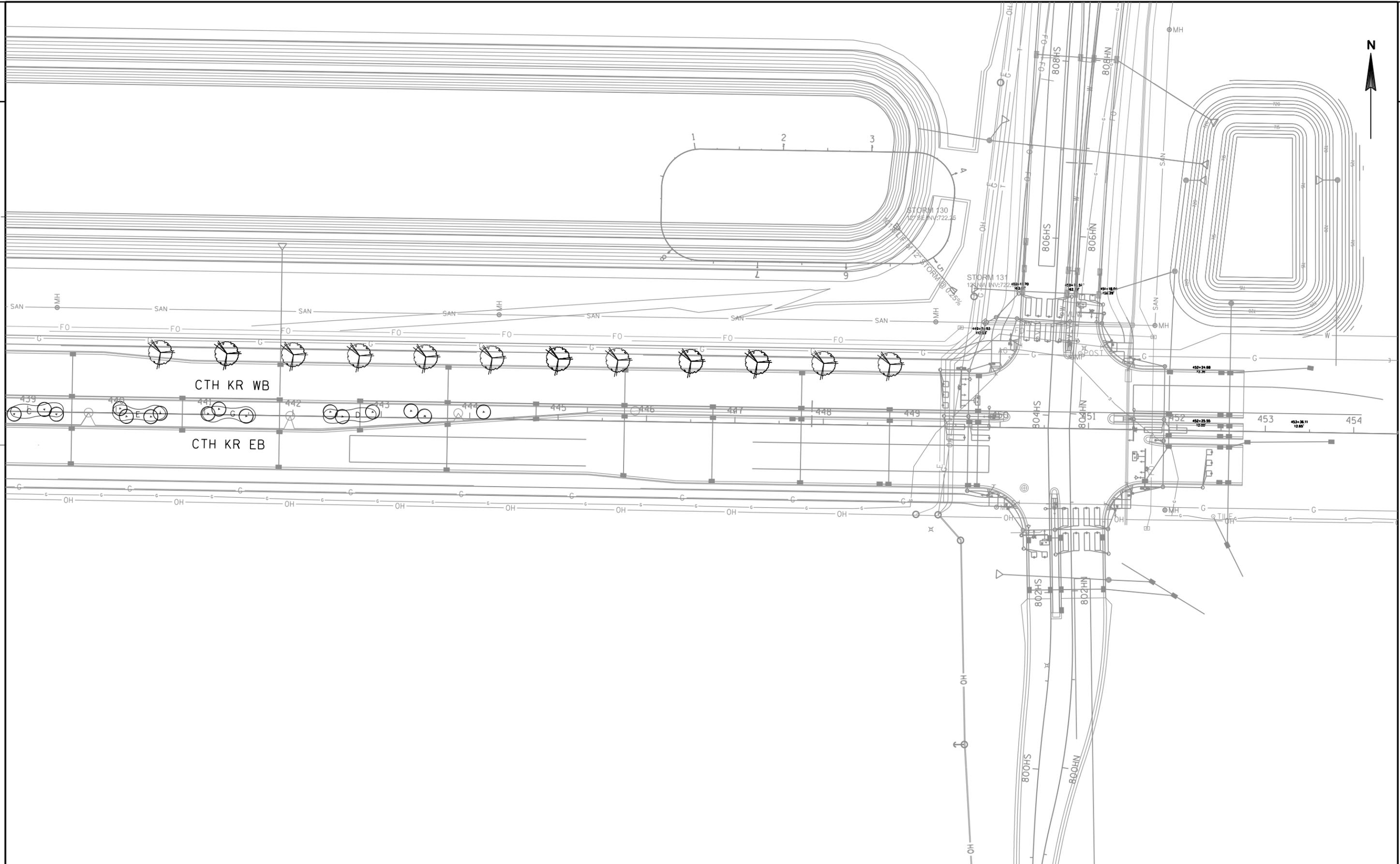


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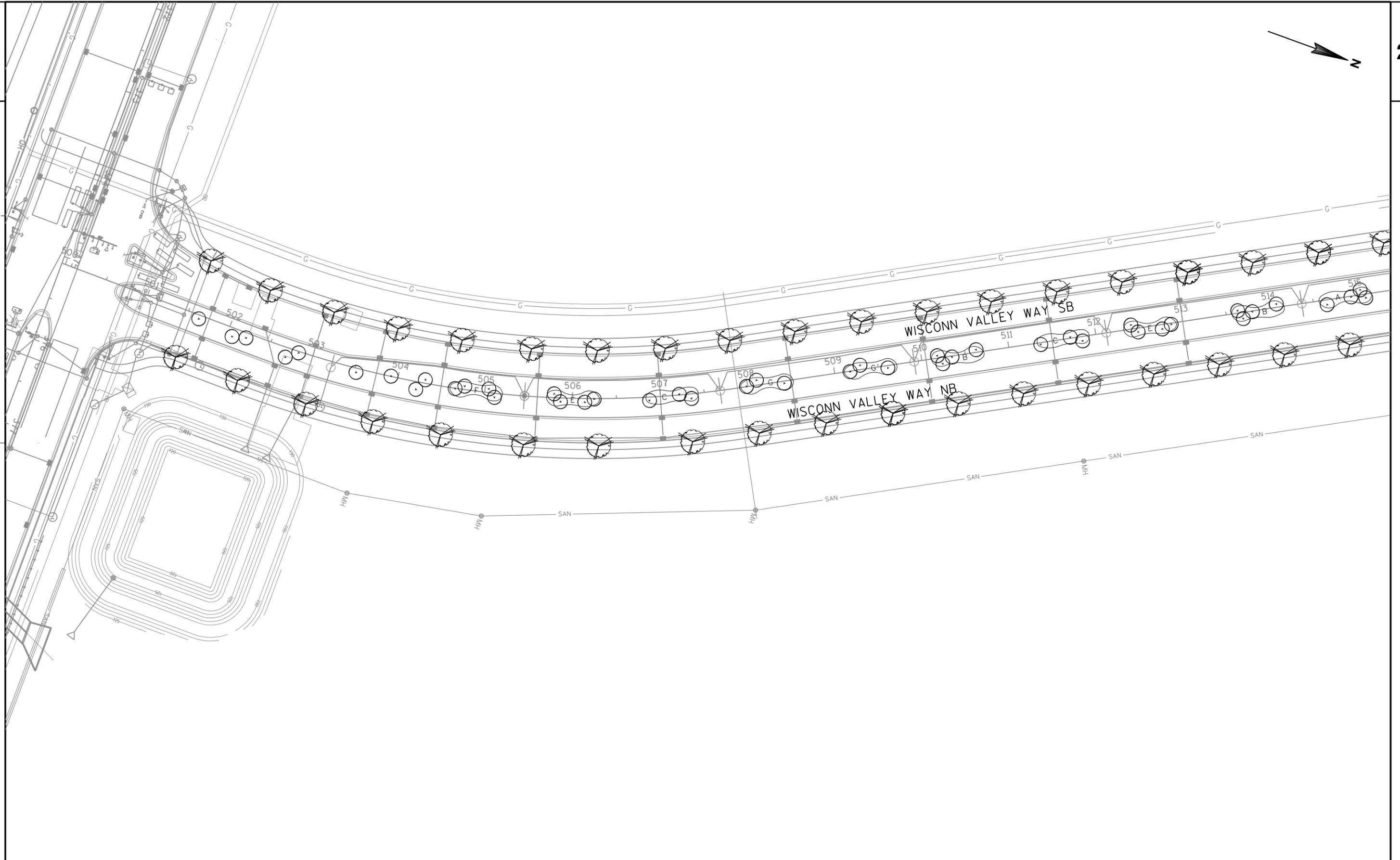


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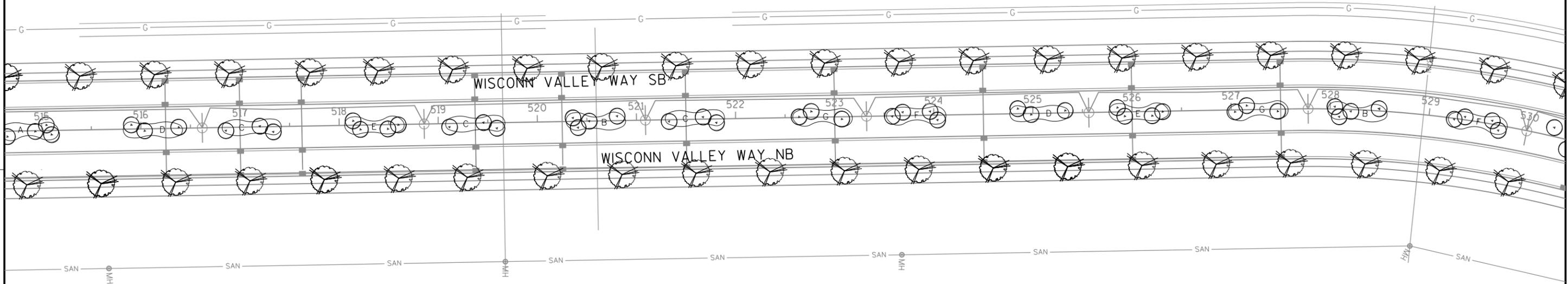




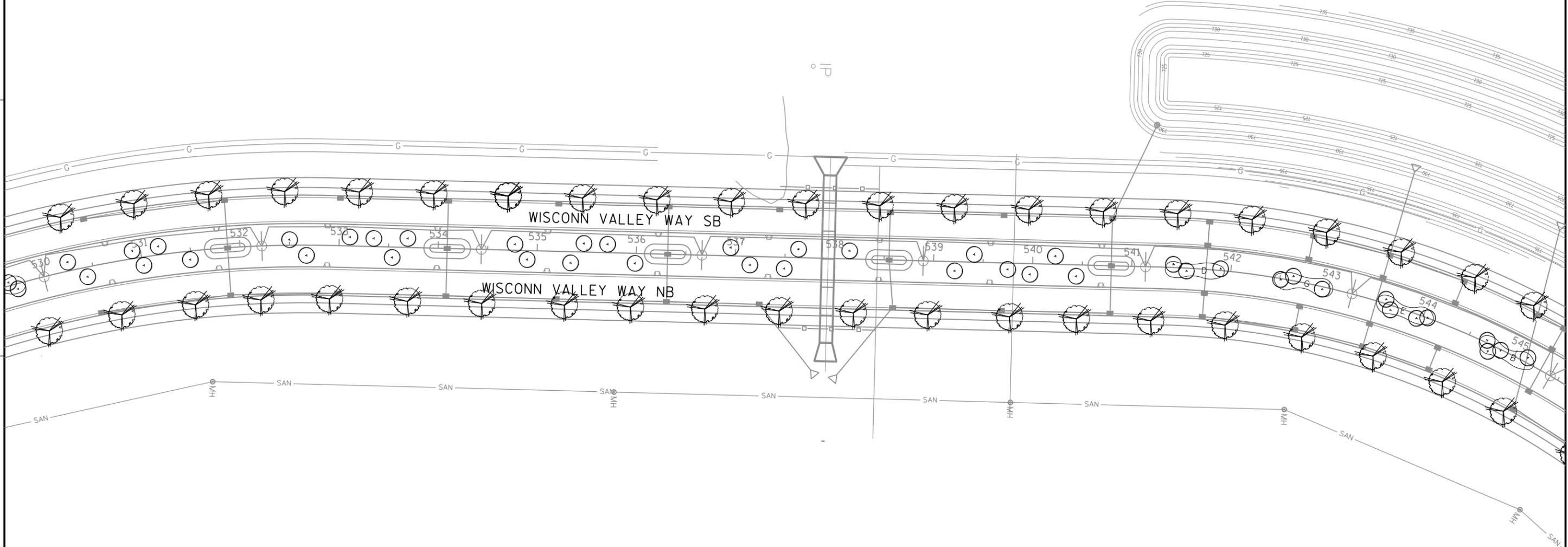
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PROJECT NO: 3763-00-74	HWY: WISCONN VALLEY WAY	COUNTY: RACINE	LANDSCAPE PLAN	SHEET	E
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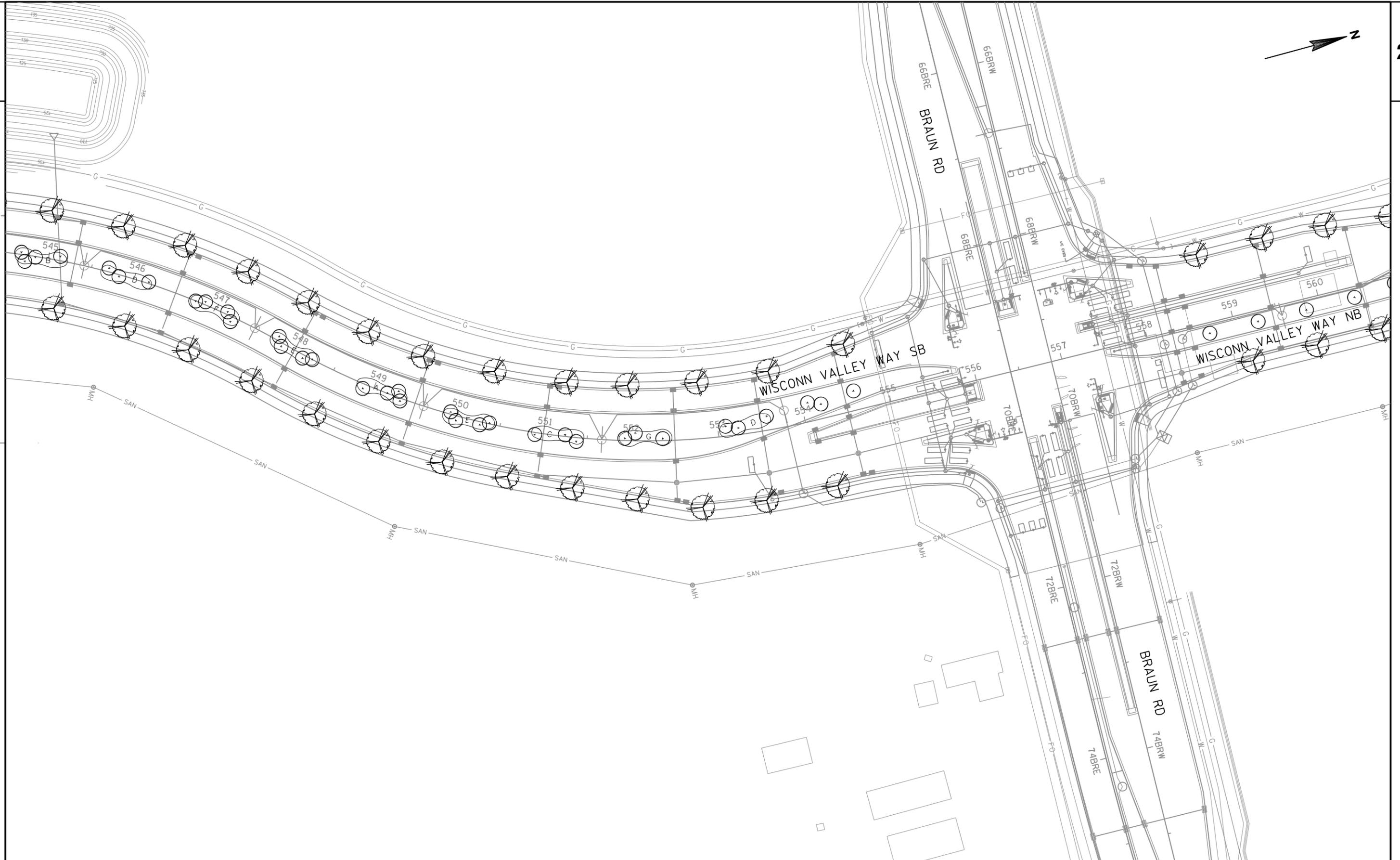
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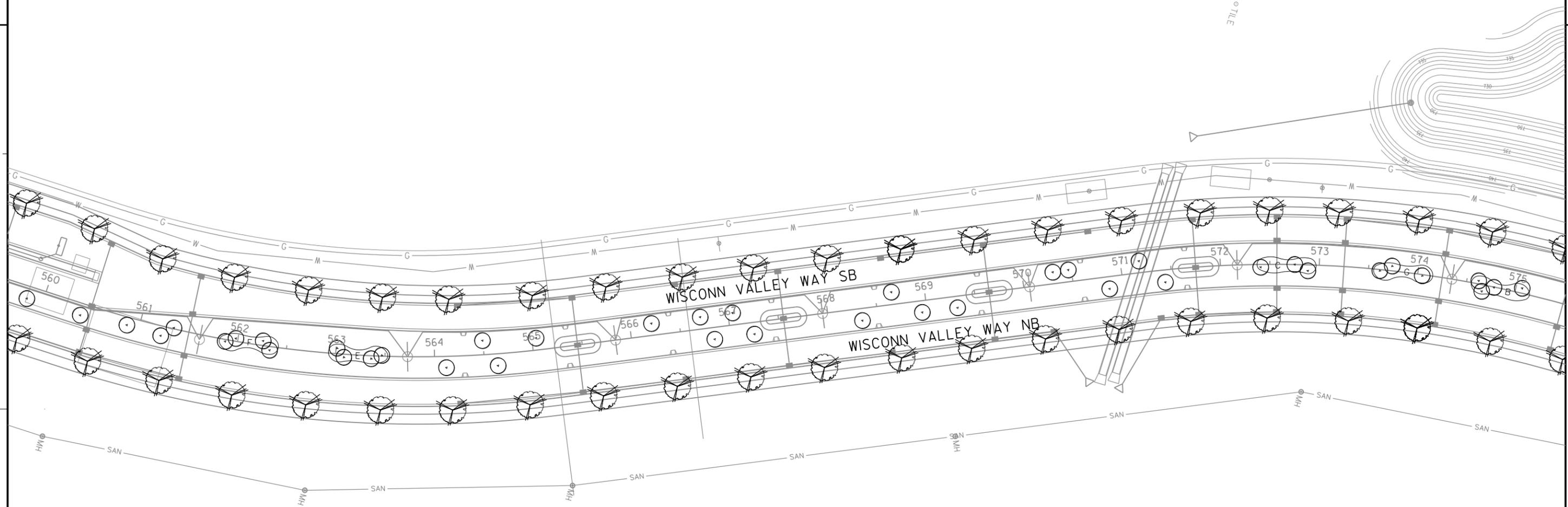
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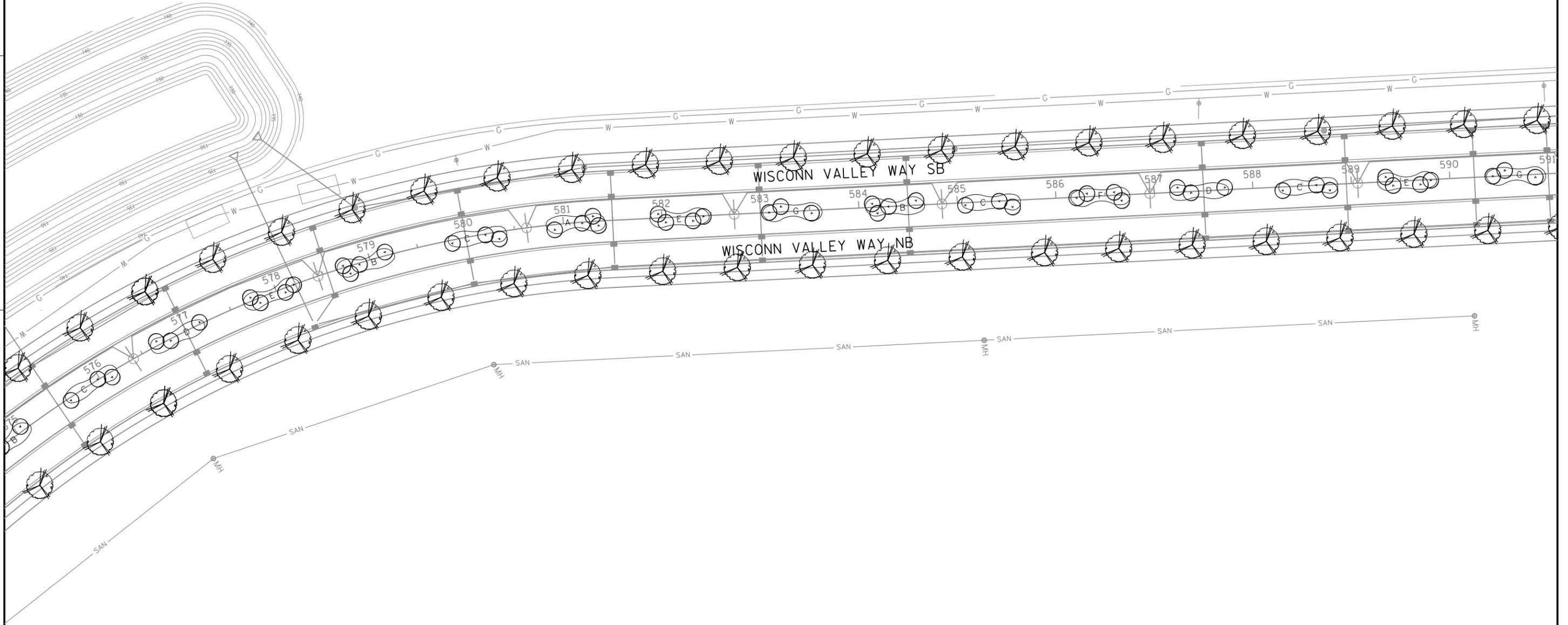
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2

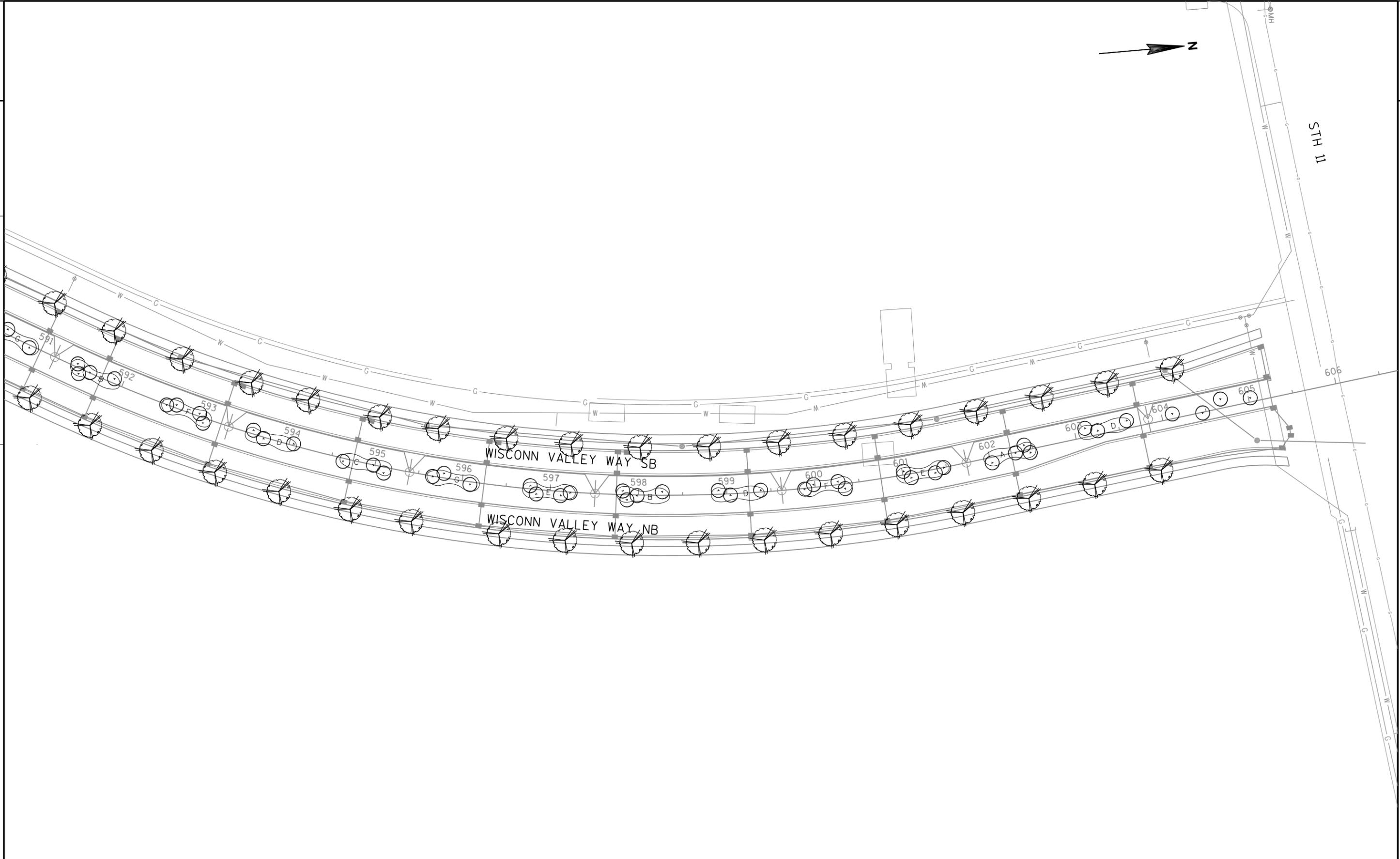


PROJECT NO: 3763-00-74	HWY: WISCONN VALLEY WAY	COUNTY: RACINE	LANDSCAPE PLAN	SHEET E
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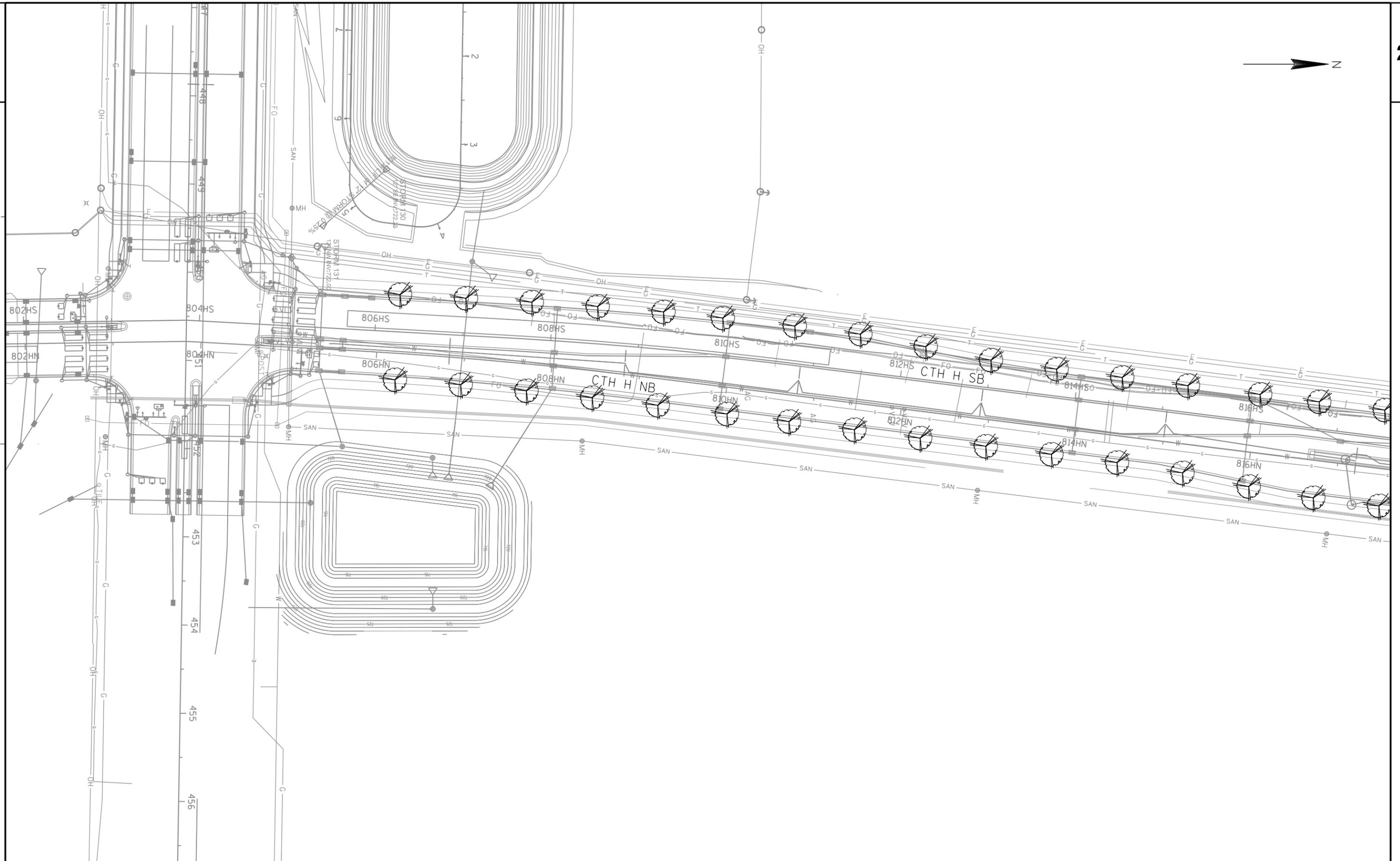




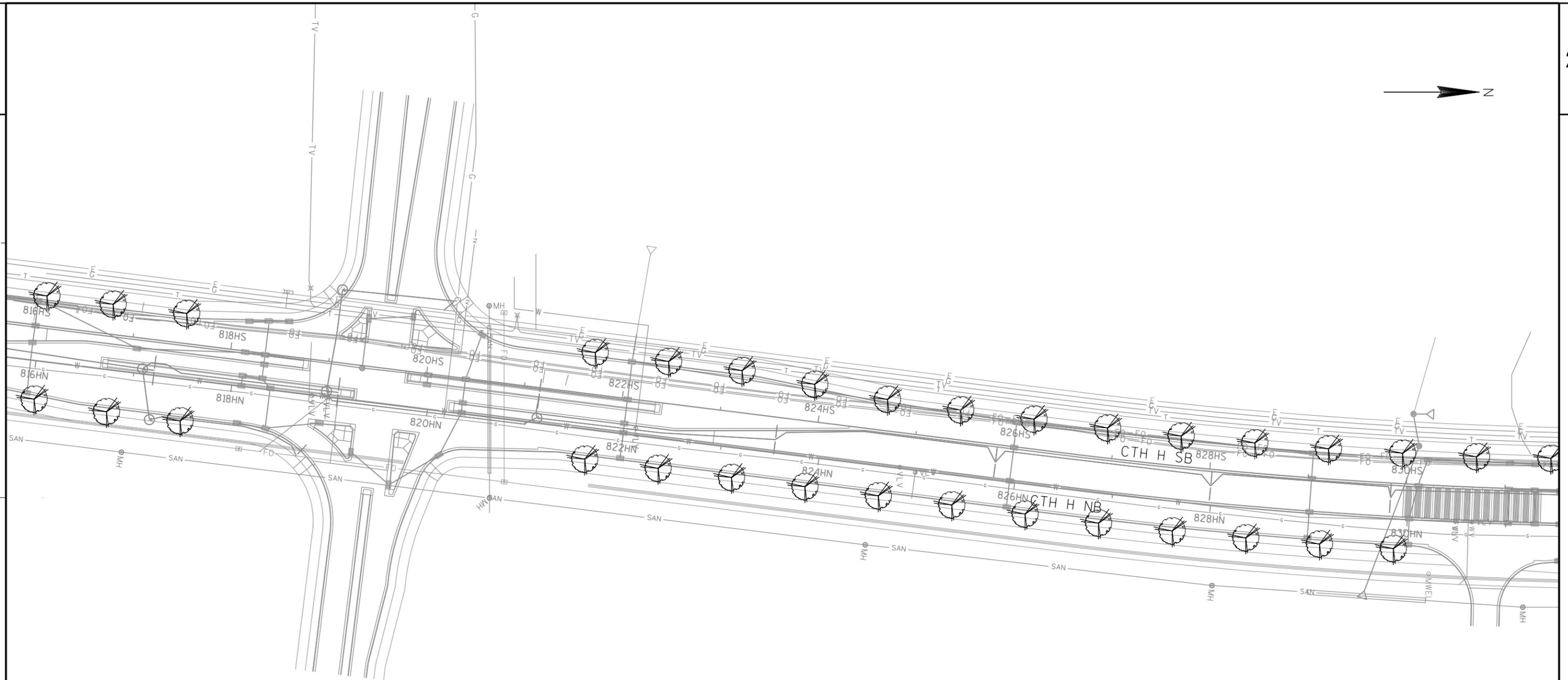
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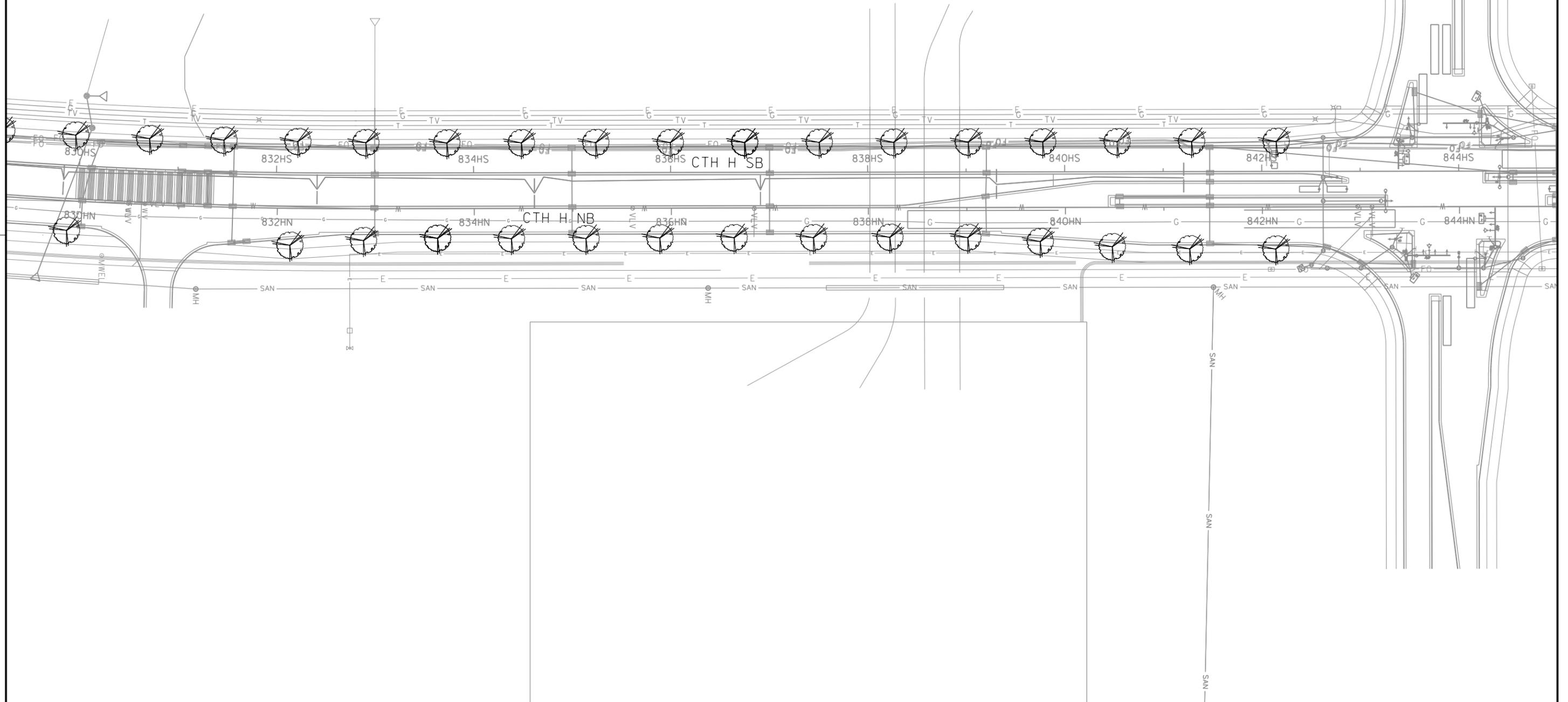
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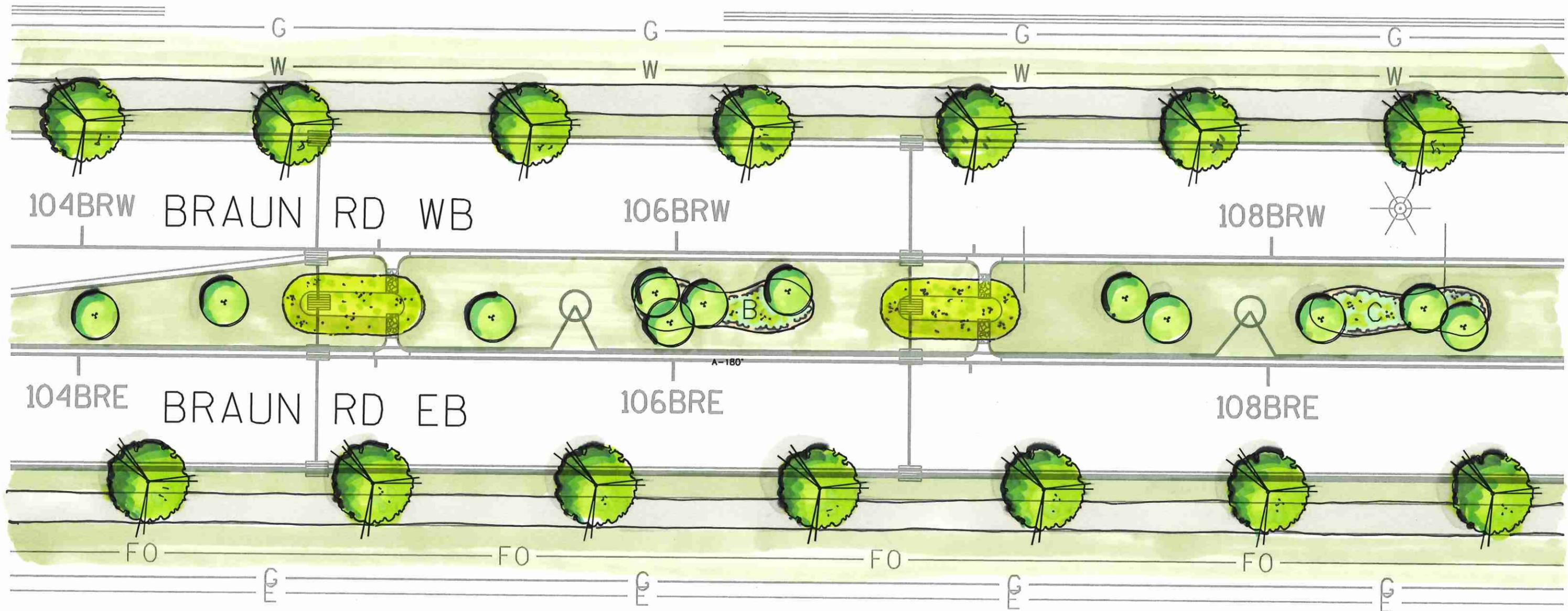
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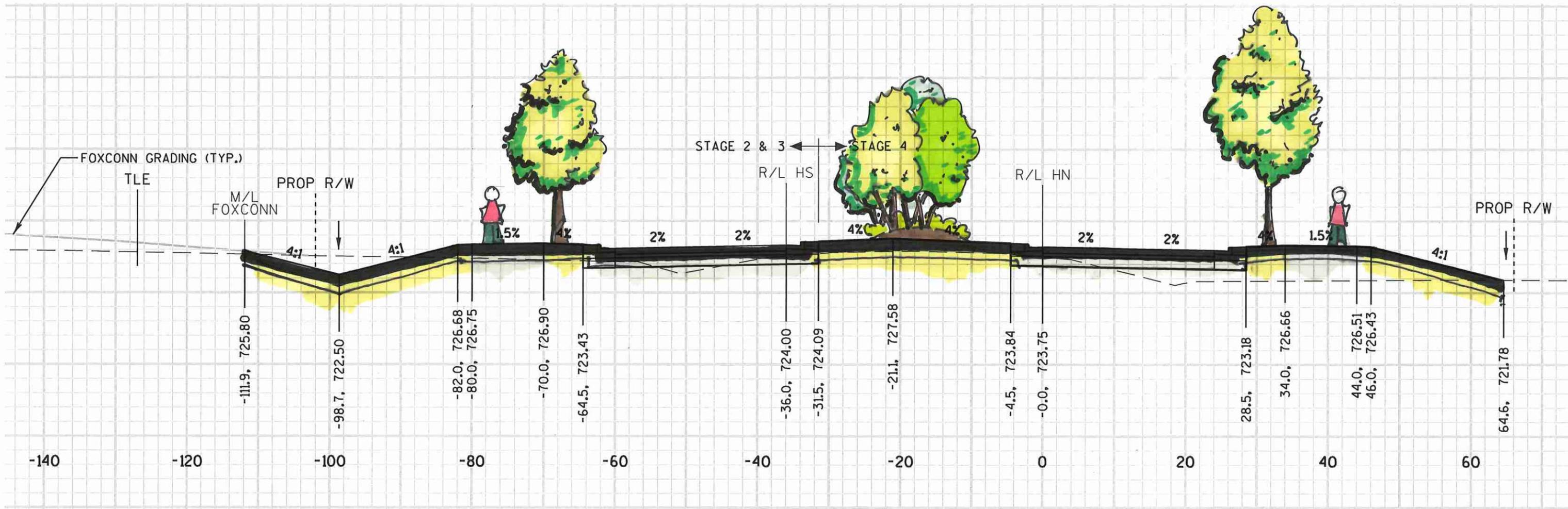
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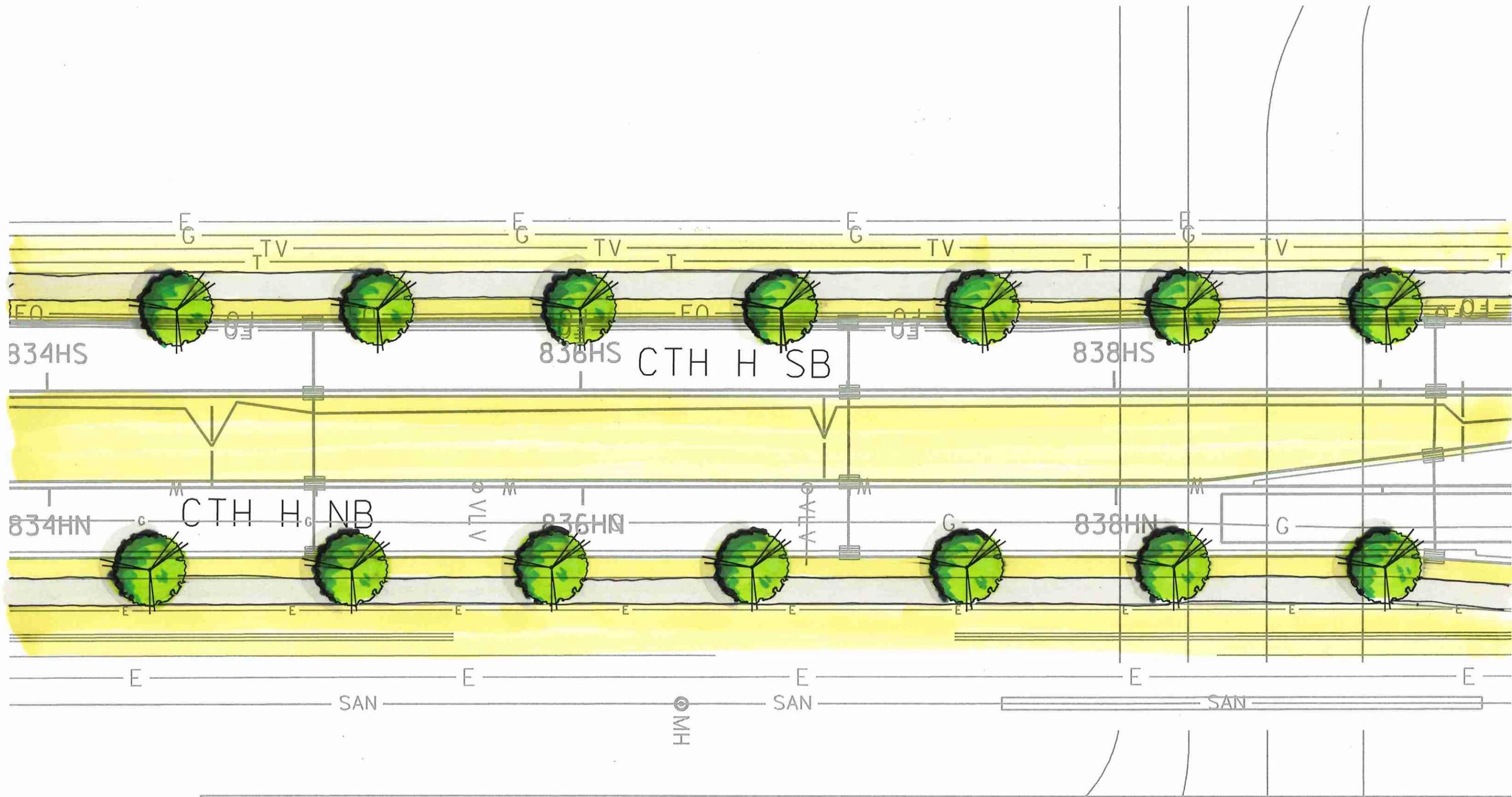
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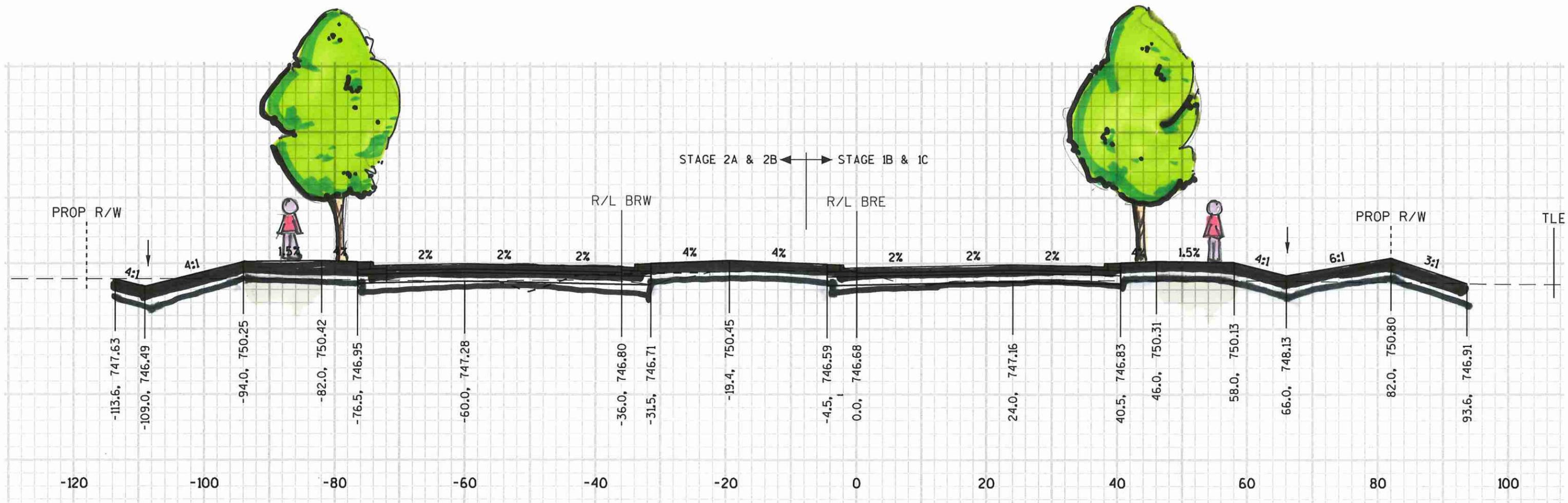
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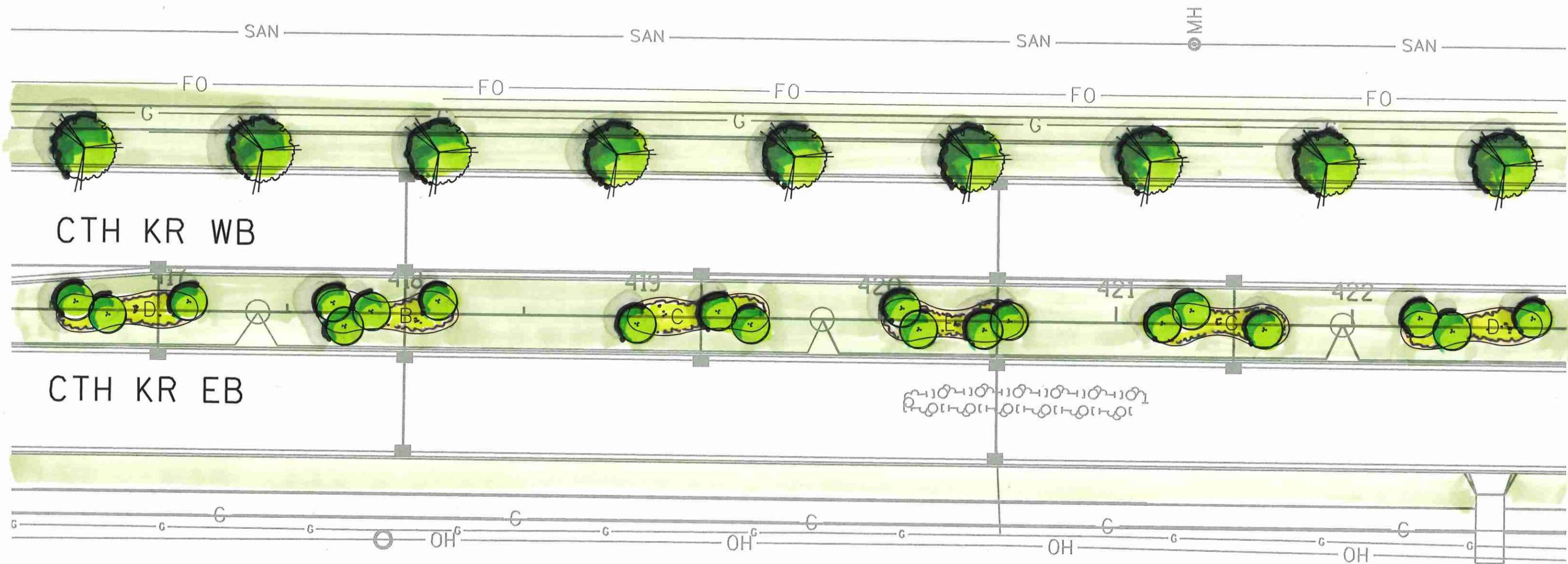
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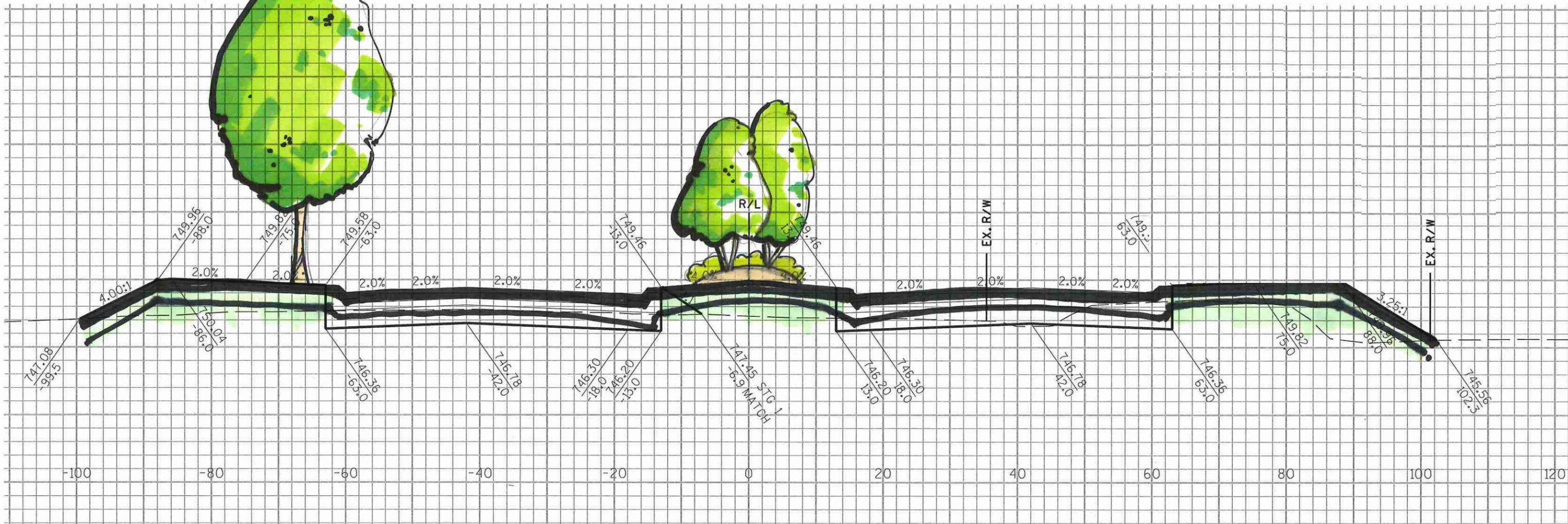
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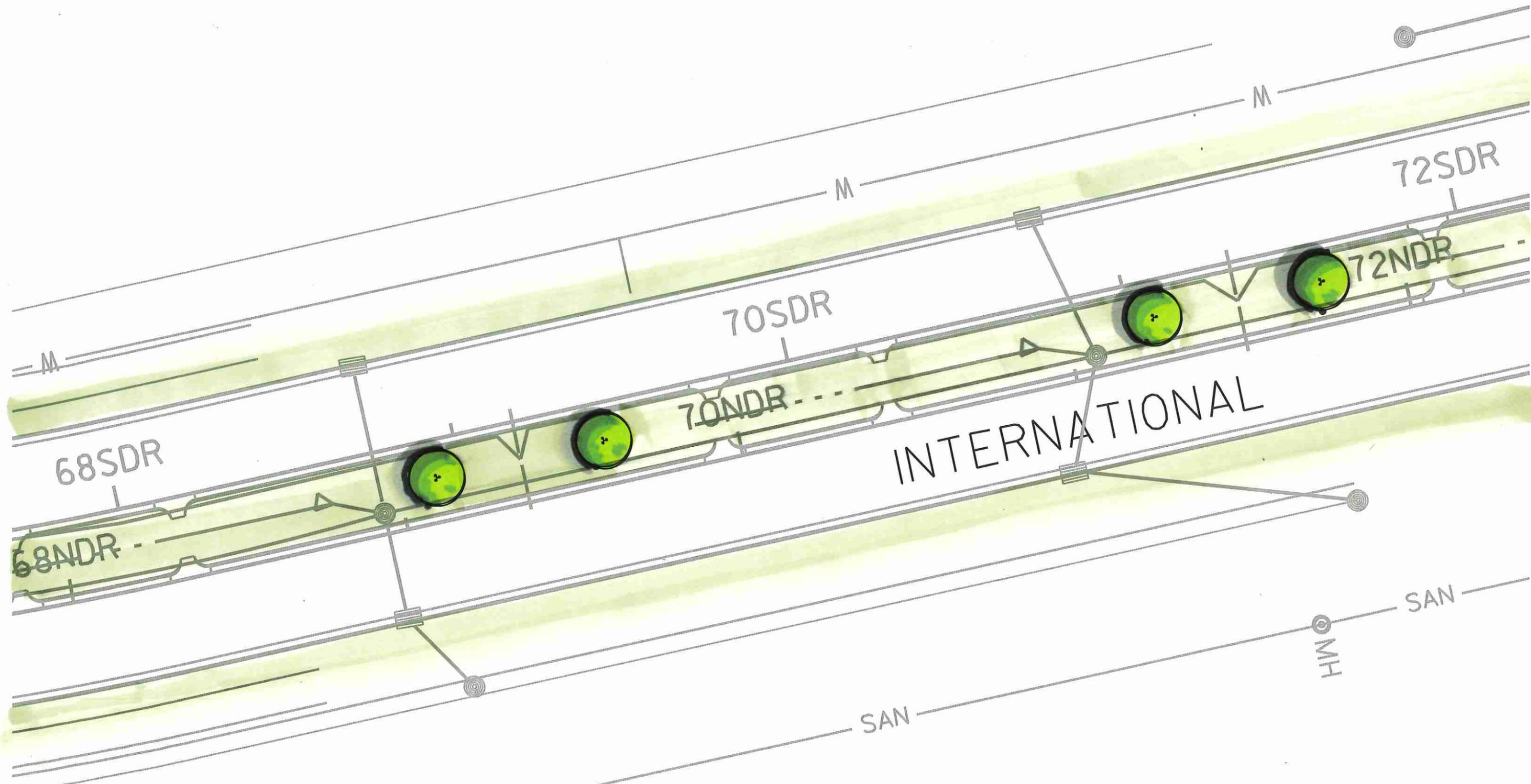
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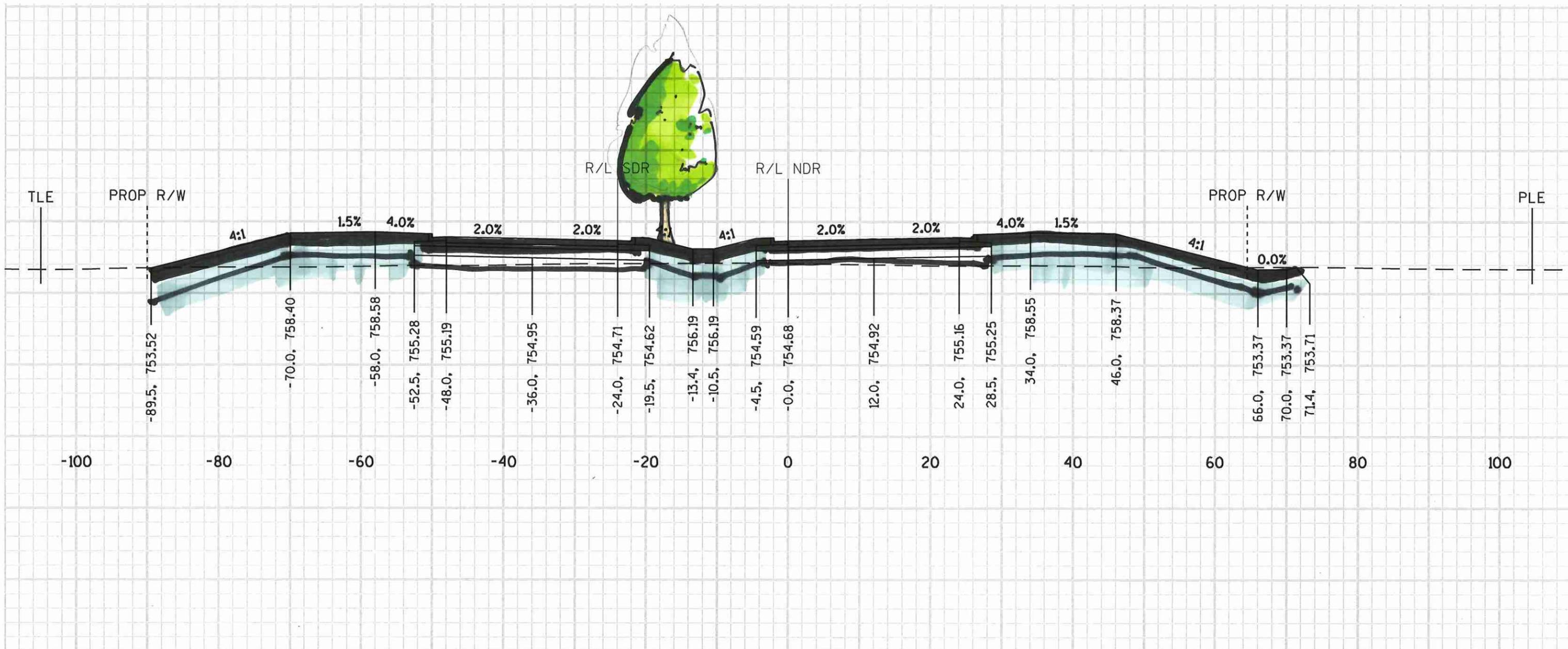
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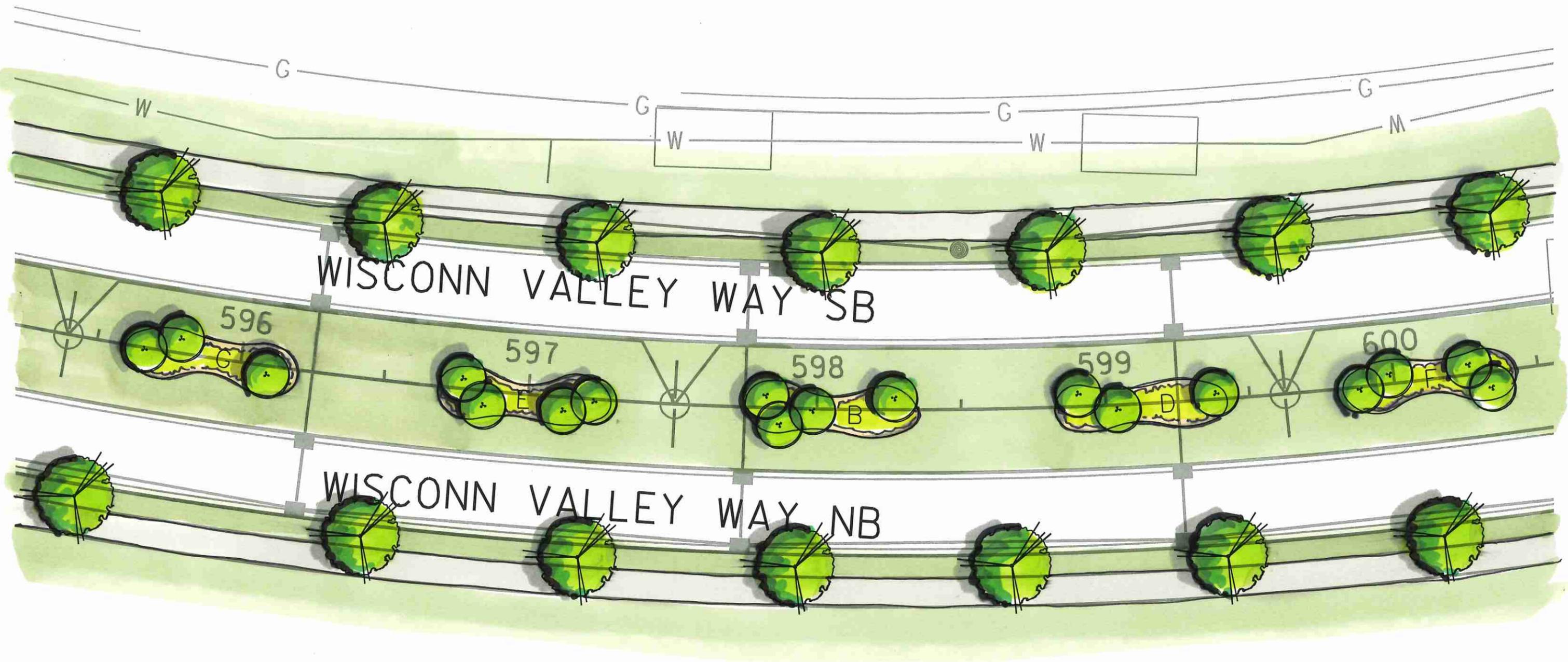
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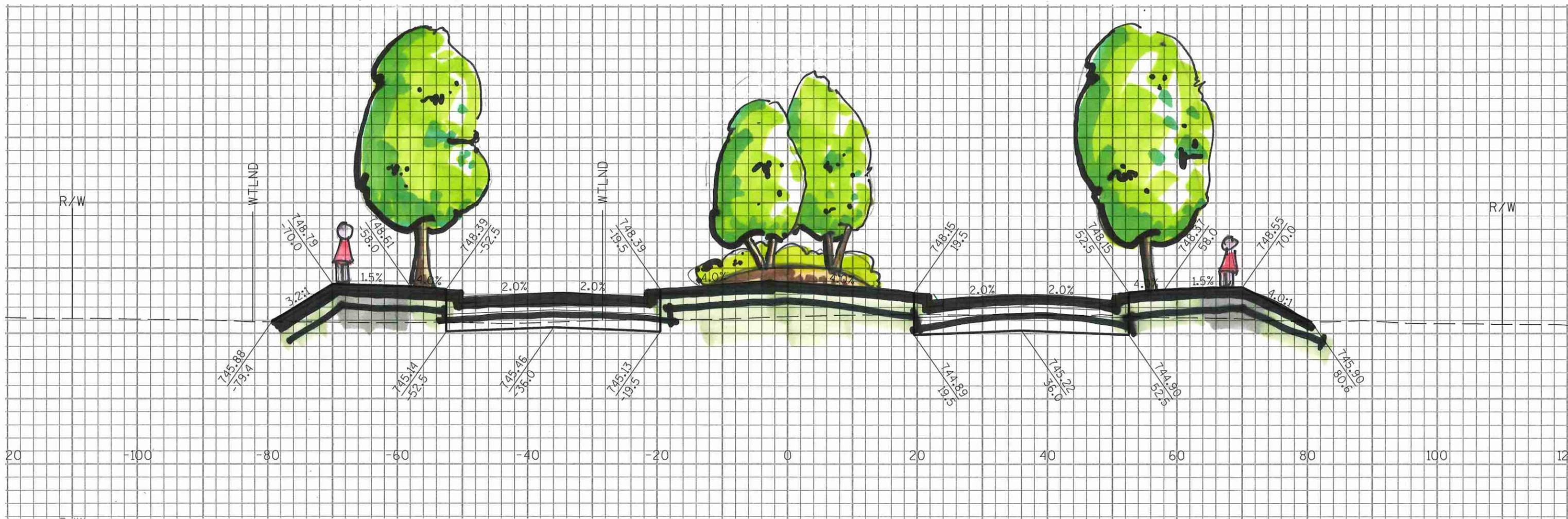
International, Typ.



International, Typ.



Wisconn Valley Way, Typ.



Wisconn Valley Way, Typ.



Village Board Executive Summary

Title

Ordinance 29-2019: An Ordinance to Amend the Zoning Map for the Village of Mount Pleasant Relating to Property Located at 4526 Northwestern Avenue and Having a Parcel Identification Numbers of 151-03-23-06-061-000 and 151-03-23-06-062-000 from AUH (Agriculture Urban Holding) to B-3 (General Business); Rezone Petition RZ-20-19

Property Owner: 4526 Northwestern I LLC

Applicant: Tom Haman

Background

The applicant petitioned the Village to amend the zoning for the parcel from AUH (Agriculture Urban Holding) to B-3 (General Business). The applicant wishes to develop the plots with a gas station/convenience store and a Culver's restaurant. This applicant is in coordination with adjacent parcels within the village of Caledonia. The applicant plans to locate the buildings mostly within Caledonia and the gain access off STH 38 (Northwestern Avenue) in Mount Pleasant. The vacant house at 4526 Northwestern and has been the source of municipal complaints, and the applicant would demolish it with the redevelopment.

The intersection of STH 38 and 31 sees about 10,000-12,000 vehicles in each direction every day. It follows that Commercial development would be the highest and best use.

Consistency with Comprehensive Plan

The Village 2035 Master Land Use Plan recommends Mixed Use Residential/Commercial for the properties. RZ-20-19 coincides with this recommendation.

Fiscal Note/Budget Impact

The current assessed value of the property is \$387,600, split among 10 acres, the majority of which is in Caledonia. Comparable properties (the Culver's at I-94 & STH 20 & the Speedway at STH 20 & Emmertsen Rd) would place the redevelopment at approximately \$2 million in assessed value. That value would produce roughly \$37,000 in annual taxes for the local taxing jurisdictions.

Conditions for Approval

The Village staff and the Plan Commission do not recommend any conditions for approval.

Recommendation

The Village staff and the Plan Commission recommend **a motion to approve of Ordinance 29-2019.**

Attachments

- Ordinance 29-2019

- Survey
- Narrative
- Draft building layout

Prepared By

Robin Palm, Planner II
January 27, 2020



Ordinance 29-2019

An Ordinance to Amend the Zoning Map for the Village of Mount Pleasant Relating to Property Located at 4526 Northwestern Avenue and Having a Parcel Identification Numbers of 151-03-23-06-061-000 and 151-03-23-06-062-000 from AUH (Agriculture Urban Holding) to B-3 (General Business); Rezone Petition RZ-20-19

The Village Board of the Village of Mount Pleasant, Racine County, Wisconsin, ordains as follows:

1. That Chapter 90 of the Code of Ordinances for the Village of Mount Pleasant, relating to zoning, and the Zoning Map be, and hereby are, amended as set forth below:
 - a. That the parcels 151-03-23-06-061-000 and 151-03-23-06-062-000 are amended from AUH (Agriculture Urban Holding) to B-3 (General Business).
 - b. The Village Clerk shall cause the official Zoning Map of the Village of Mount Pleasant, as referenced in Section 90-175 of the Zoning Code, to be amended to reflect the revision to the zoning classification adopted herein.
2. That this ordinance shall take effect upon adoption and publication as provided by law.

Adopted this 27th day of January 2019.

VILLAGE OF MOUNT PLEASANT

By: _____
David DeGroot
Village President

Attest: _____
Stephanie Kohlhagen
Village Clerk/Treasurer

PLAT OF SURVEY

LOCATION: S.T.H. 38, MOUNT PLEASANT, WISCONSIN

LEGAL DESCRIPTION:

All that part of the Northwest 1/4 of Section 6, Town 3 North, Range 23 East, in the Town of Mount Pleasant and all that part of the Southwest 1/4 of Section 31, Town 4 North, Range 23 East, in the Town of Caledonia, Racine County, Wisconsin, bounded and described as follows:
 Commencing at the Northwest corner of said Northwest 1/4 of Section 6;
 thence N 0°59'50" W along the West line of said Northwest 1/4, 367.62 feet;
 thence N 87°57'27" E, 55.01 feet to the place of beginning of the lands to be described;
 thence continue N 87°57'27" E, 771.01 feet;
 thence S 21°08'58" E, 388.99 feet;
 thence S 87°57'27" W along the South line of said Northwest 1/4 Section 6, 241.98 feet;
 thence S 1°57'02" E, 336.51 feet;
 thence N 75°18'07" W along the Northerly line of S.T.H. "38", 407.15 feet;
 thence N 69°12'48" W, 235.70 feet;
 thence N 24°32'28" W, 105.72 feet;
 thence N 4°52'11" W, 229.36 feet;
 thence N 88°59'46" E, 194.95 feet;
 thence N 0°59'50" W, 111.71 feet;
 thence S 87°54'10" W, 194.99 feet;
 thence N 0°59'50" W, 60.63 feet to the point of beginning.
 Said lands containing 9.9774 acres.

December 14, 1999
 LEGAL REV. 4/3/00

Survey No. 92059

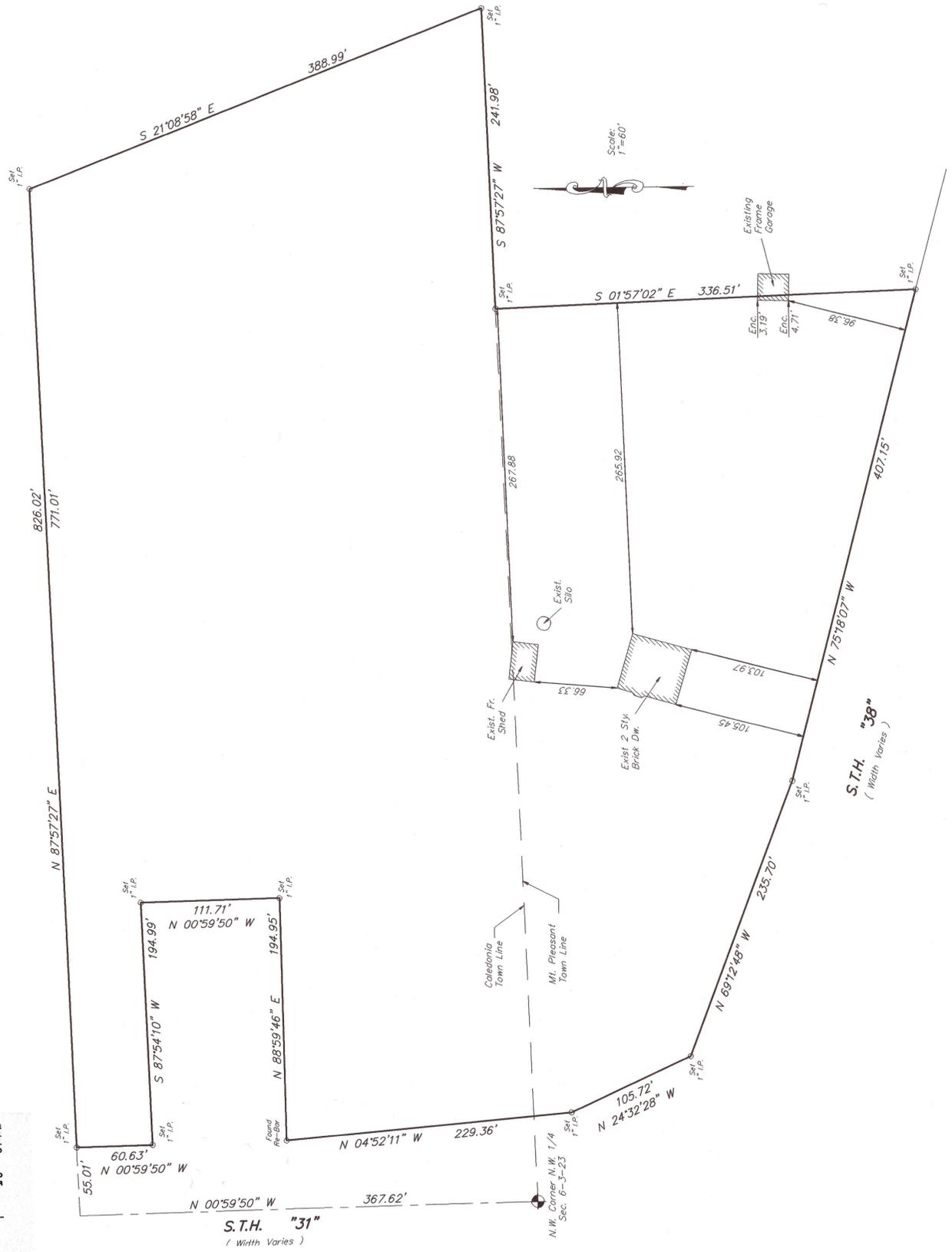


METROPOLITAN SURVEY SERVICE, INC.
 REGISTERED LAND SURVEYORS
 9415 W. FOREST HOME AVE., SUITE 202, MALES CORNERS, WI 53130
 PH. 529-5380 FAX 529-8787

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENTS, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM DATE HEREOF.

SIGNED:
 Gerald E. Casey
 Registered Land Surveyor 9-1329



92059 ✓

**PROPOSED CULVER'S RESTAURANT
RACINE, WI. PLAN METRO L SHOWN**
LOT AREA APPROX. 1.75 ACRES OPTION 2
SPH 03/13/19



Any adjustments to this layout must be submitted to Culver Franchising System, LLC. for review and approval.

This plan was developed without benefit of boundary or topographic survey. Adjustments to this layout may be necessary when boundary and topographic information becomes available. Note that a copy of final layout must be submitted to Culver Franchising System, LLC. for review and approval.



PROPOSED STREET
282'-5"

154'

105'-9"

217'-2"

313'-8"

PLAN METRO L
65 PARKING STALLS

Scale: 1" = 20'
 Racine, WI
 RR-STYLE STORE, FACING WEST
 8 PUMPS QUAD
 DRAWN BY: Ryan S. 10/20/19
 TOTAL SQ. FT. OF PROPERTY = 73,060 SF.

Northwestern Ave

38

LARGE PYLON SIGN 6' X 13'-4"
ELECTRIC MESSAGE CENTER
LOCATION





Village Board Executive Summary

Title

Ordinance 02-2020: An Ordinance to Amend the Zoning Map for the Village of Mount Pleasant Relating to Property Located at 3532 Oakes Road and Having a Parcel Identification Number of 151-03-22-26-051-002 from M-1/OEL (Industrial-Manufacturing/Extractive or Landfill Operations) to M-1 (Industrial-Manufacturing); Rezone Petition RZ-22-19

Owner: SRM Racine LLC

Applicant: The village of Mount Pleasant

Background

The applicant requests permission to change the zoning of a portion of the property from M-1/OEL (Industrial-Manufacturing/Extractive or Landfill Operations) to M-1 (Industrial-Manufacturing). Staff initiated this Petition at the direction of the Plan Commission, who wished to remove the option for intensive outdoor-focused manufacturing in conjunction with CSM-13-19. If rezoned, the parcel would still allow for the medium-intensive, mostly indoor uses permitted in the M-1 zone.

Consistency with Comprehensive Plan

The Village 2035 Master Land Use Plan recommends Mixed Use Business/Commercial for the properties. The removal of the OEL district more closely follows this recommendation.

Fiscal Note/Budget Impact

The Village staff does not believe the rezone effects the future marketability of the lot for future development, as the surrounding uses to the east and north are similar.

Conditions

The Village staff and the Plan Commission do not recommend any conditions for approval.

Recommendation

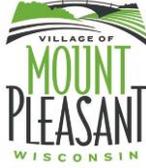
The Village staff and the Plan Commission recommend **a motion to approve RZ-21-19 subject to the recommended conditions.**

Attachments

- Ordinance 02-2020

Prepared By

Samuel Schultz, Community Development Director
January 27, 2020



Ordinance 02-2020

An Ordinance to Amend the Zoning Map for the Village of Mount Pleasant Relating to Property Located at 3532 Oakes Road and Having a Parcel Identification Number of 151-03-22-26-051-002 from M-1/OEL (Industrial-Manufacturing/Extractive or Landfill Operations) to M-1 (Industrial-Manufacturing); Rezone Petition RZ-22-19

The Village Board of the village of Mount Pleasant, Racine County, Wisconsin, ordains as follows:

1. That Chapter 90 of the Code of Ordinances for the village of Mount Pleasant, relating to zoning, and the Zoning Map be, and hereby are, amended as set forth below:
 - a. That the portion parcel 151-03-22-26-051-002 depicted as Lot 2 on **Exhibit A** is amended from M-1/OEL (Industrial-Manufacturing/Extractive or Landfill Operations) to M-1 (Industrial-Manufacturing).
 - b. The Village Clerk shall cause the official Zoning Map of the village of Mount Pleasant, as referenced in Section 90-175 of the Zoning Code, to be amended to reflect the revision to the zoning classification adopted herein.
2. That this ordinance shall take effect upon adoption and publication as provided by law.

Adopted this 27th day of January 2020.

THE VILLAGE OF MOUNT PLEASANT, WISCONSIN

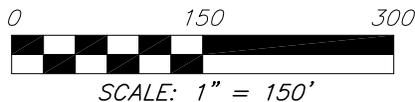
By: _____
David DeGroot
Village President

Attest: _____
Stephanie Kohlhagen
Village Clerk/Treasurer

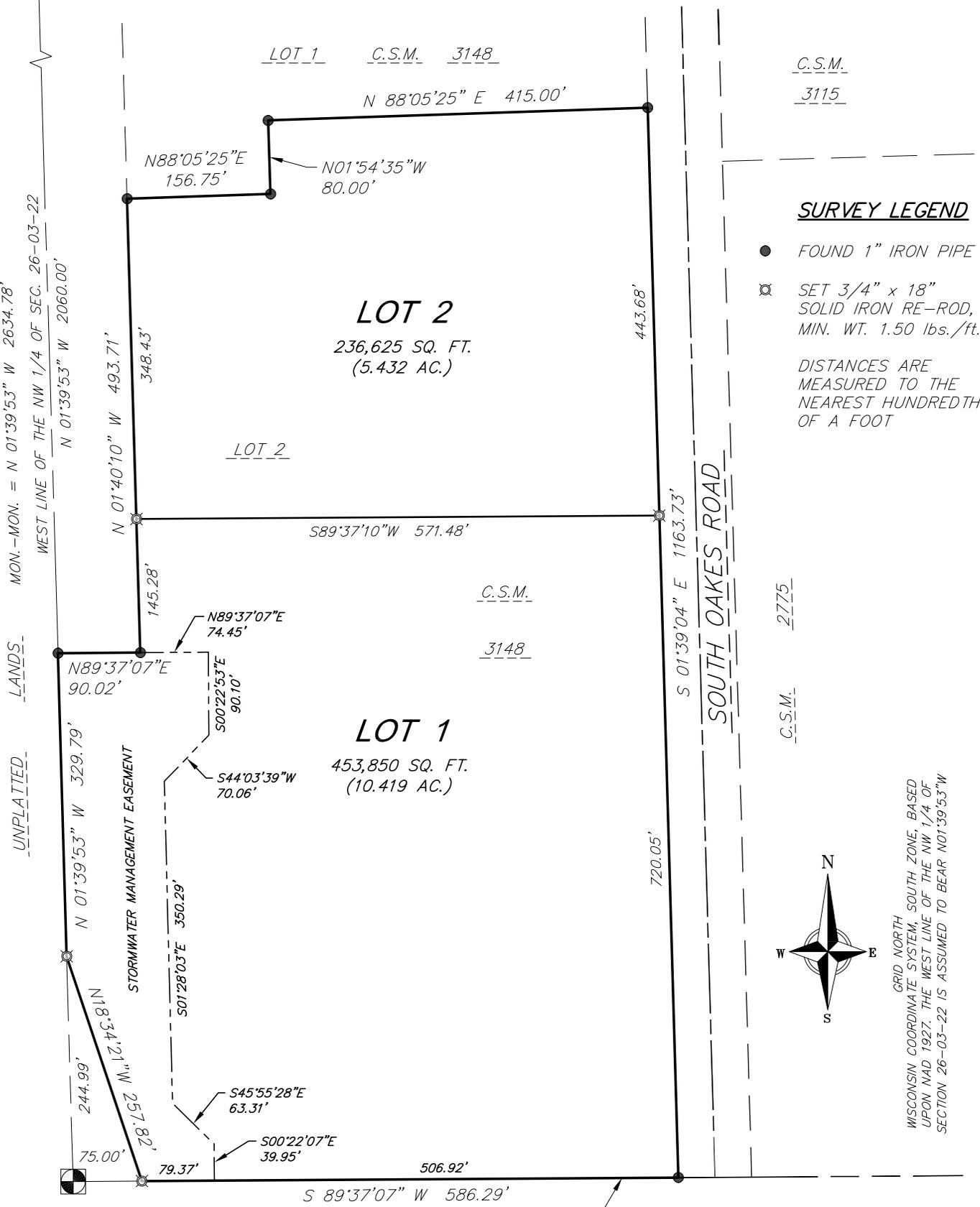
Exhibit A

CERTIFIED SURVEY MAP No. _____

ALL OF LOT 2, CERTIFIED SURVEY MAP NUMBER 3148, AS RECORDED IN VOLUME 10, ON PAGES 286-289, AS DOCUMENT NUMBER 2399242, RACINE COUNTY REGISTRY AND LOCATED IN THE WEST 1/2 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 03 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MT. PLEASANT, RACINE COUNTY, WISCONSIN.



NORTHWEST CORNER SECTION
26-03-22, FOUND BRASS CAP
MONUMENT OF RECORD
N=261,548.18
E=2,571,203.63



SURVEY LEGEND

- FOUND 1" IRON PIPE
- ⊗ SET 3/4" x 18" SOLID IRON RE-ROD, MIN. WT. 1.50 lbs./ft.

DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT



GRID NORTH
WISCONSIN COORDINATE SYSTEM, SOUTH ZONE, BASED
UPON NAD 1927. THE WEST LINE OF THE NW 1/4 OF
SECTION 26-03-22 IS ASSUMED TO BEAR N01°39'53"W

vierbicher
planners | engineers | advisors
Phone: (800) 261-3898



FN: 180382
DATE: 12/02/2019
REV:
Drafted By: MZIE
Checked By: MMAR

SURVEYED FOR:
SRM Racine LLC
5400 N 124th St
Milwaukee, WI 53225

C.S.M. No. _____
Doc. No. _____
Vol. _____ Page _____

**SHEET
1 OF 3**



Lincoln Center II • 2514 South 102nd Street, Suite 278
 West Allis, WI 53227
 (414) 336-7900 • Fax: (414) 336-7901
 www.foth.com

January 23, 2020

Tony Beyer, P.E.
 Director of Public Works/Village Engineer
 Village of Mount Pleasant
 8811 Campus Drive
 Mt. Pleasant, WI 53406

Claude Lois
 Project Director
 Village of Mount Pleasant
 8811 Campus Drive
 Mt. Pleasant, WI 53406

RE: Recommendation of Award of Contract
 TID#5 Sanitary Sewer System – Phase 5 REBID

Dear Tony and Claude,

The Bid Letting for the referenced Project was held on January 22, 2020 and bids were received from a total of five (5) bidders. A summary of the bids is as follows:

<u>Bidder</u>	<u>Total Bid Price</u>	<u>Total Alternate Bid</u>
Dorner, Inc. (Luxemburg, WI)	\$9,625,310.00	\$9,622,094.00
Super Excavators, Inc. (Menomonee Falls, WI)	\$10,201,230.00	\$10,266,230.00
PTS Contractors, Inc. (Green Bay, WI)	\$9,829,041.00	\$10,067,041.00
Globe Contractors, Inc. (Pewaukee, WI)	\$8,716,510.00	\$8,956,510.00
SJ Louis Construction, Inc. (Rockville, MN)	\$9,357,000.00	\$9,023,000.00

We have reviewed the lowest responsive bid and bid attachments and everything appears to be in order, please find attached a detailed Tabulation of Bids.

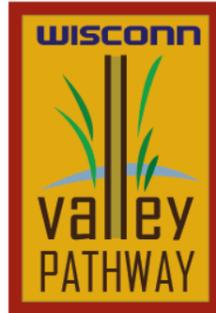
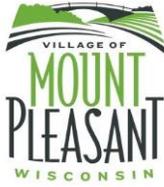
It is recommended that the Village of Mount Pleasant award contract for the Total Base Bid to Globe Contractors, Inc. of Pewaukee, WI in the amount of \$8,716,510.00. Upon award, our office will prepare the contracts, notice to proceed and hold the pre-construction meeting to kick-off the project construction.

Please contact Dan Snyder or myself at 414-336-7900 with any questions or concerns.

Sincerely,
 Foth Infrastructure & Environment, LLC


 Douglas Ernst, PE
 Licensed in IA and WI
 Project Director

cc: Dan Snyder, Foth Infrastructure & Environment, LLC



Memorandum of Understanding (MOU) for the Group creation of The Path to Wisconn Valley

This Memorandum of Understanding (MOU) is entered into by and between the following entities, also known as “The Group”: Village of Mount Pleasant, Wisconsin; Racine County, Wisconsin; and Root-Pike Watershed Initiative Network (WIN).

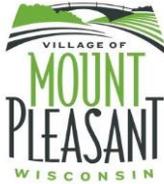
The Group seeks to restore, protect and sustain an approximately mile-long corridor in and around the Lamparek Ditch that flows through Area 3 of the Foxconn development in the Village of Mount Pleasant (Area 3) from CTH H to 90th S and on to the North Branch of the Pike River. The corridor may include wetlands, riparian buffer restorations, stream bank and channel alterations, and storm water management features. The corridor may include other features to be determined and approved by The Group later. The restoration and enhancement of this water quality and wellness corridor, called “The Path to Wisconn Valley”, will be known in this MOU as “The Project”.

Vision

The Group agrees that the vision of The Project is to restore a polluted Pike River tributary and create a recreational path and natural area for the public to enjoy. The path would serve many positive and overlapping functions including: water quality improvement, increased habitats for a variety of native species, recreational trails for various wellness activities, additional stormwater functionality, aesthetically pleasing views that enhance user experiences, a case study in good government stewardship, and a stunning example of public partnership in southeastern Wisconsin, and beyond.

Purpose

The purpose of this MOU is to establish the collaboration framework for The Group to plan, design, construct/restore, and maintain The Project – a win/win water quality and wellness corridor.



Scope

Each of The Group members agree to participate in The Project, to undertake planning, funding (subject to the fiduciary and statutory obligations of each member), design, implementation and maintenance activities as outlined in this MOU. The proposed corridor will be approximately 300-feet in width along the Lamparek Creek from CTH H to the North Branch of the Pike River. The Group agrees that The Project dimensions may vary to accommodate special geographic features and contours, soil types, mitigation requirements, development constraints, funding opportunities, or other land planning considerations.

The Project will predominately run parallel to the planned ATC transmission line without impacting the line's construction, maintenance and access path. The access path may be incorporated into the overall design of The Project but will not inhibit the progress of The Project, should the access path be restricted to private use by ATC. The Group agrees that possible future integration of Area 3's stormwater management into The Project could advance the goal of ensuring the Lamparek Ditch has a consistent low flow. With more than a century of negative agricultural affects to hydrology and habitat, the Lamparek Ditch's inconsistent flow of water is identified in both the Pike River Watershed Restoration Plan (2014) and the City of Racine's Water Quality Report for the Pike River (2016) as a habitat issue and subsequent "poor" Fish Biotic Index (FBI) scores.

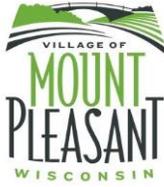
In addition, The Group agrees that some effort should be made to re-meander the stream channel in an effort to improve the low dissolved oxygen scores documented in the City of Racine's report and benefit a variety of aquatic species. Finally, The Group agrees to work towards a complete, continuous path to the North Branch of the Pike River.

Intended Use

The Group understands that the Lamparek Ditch corridor had well-documented water quality, storm water management, and habitat degradation issues years before the Foxconn development commenced and was conceived. Hence, The Group agrees that The Project is a "win/win" partnership primarily intended to:

- 1) Improve water quality in the Lamparek Ditch in order to positively impact the Pike River;
- 2) Enhance habitat conditions in order to increase native terrestrial and aquatic species;
- 3) Provide public trails and natural spaces for various recreational and passive uses to ultimately connect to the Pike River Pathway being created along the Pike River's North Branch;
- 4) Demonstrate "win/win" to other municipalities and future developments in SE Wisconsin; and
- 5) Meet or exceed the Village of Mount Pleasant's reasonable objectives for protecting stream buffers.

Water quality, stormwater issues, and habitat impacts have been documented in the Pike River Watershed Restoration Plan and the City of Racine's Water Quality Report . The restoration of the Lamparek Ditch is defined as "critical" in the Pike River Plan, and had the highest E.coli loading during 2012-2014 according to the City of Racine report. The Project includes a number of the Pike River Plan's parcel-specific recommendations that could be incorporated into the Lamparek Ditch's masterplan. The Project's path is intended for public use and may be connected to the Pike River Pathway along the North Branch. The Project's path also would be considered part of the Rails-to-Trails' "Route of the Badger" initiative in Southeastern Wisconsin.



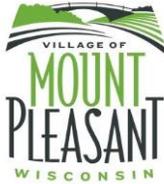
Roles

The Village of Mount Pleasant will serve as the lead Group member and final decision-maker with regard to planning, design and implementation of The Project. The Village of Mount Pleasant understands that such decisions must remain in accordance with all applicable ordinances, regulations and previously-agreed upon terms in regard to Area 3. The Village of Mount Pleasant may provide financial, legal, construction, maintenance or other assistance to The Project and/or other Group members if requested and where it is deemed appropriate to plan, create and maintain The Project. The Village of Mount Pleasant will make all decisions related to the mitigation of wetlands, which have been delineated on the site, but may seek the advice of The Group, in those planning and design decisions, as has occurred with The Group already. The Village of Mount Pleasant also agrees to include The Group in the discussions concerning planning and integration of storm water infrastructure where it may or may not impact the Lamparek Ditch, its riparian corridor, and ultimately the Pike River.

The Village of Mount Pleasant also agrees to be the owner of The Project area when the construction and restoration is complete, and in accordance with all applicable Village, Wisconsin Department of Natural Resource (DNR), and USACE requirements. The Village of Mount Pleasant will also take on the maintenance of the Project's trails, the value of which support is yet to be determined. The Village of Mount Pleasant may provide expertise and oversight to The Project's activities as they relate to the Village of Mount Pleasant's interests and legal constraints, which may include the role of fiscal agent for grant opportunities, design and construction oversight, or other related functions that impact the Village of Mount Pleasant's eventual ownership. However, the Village of Mount Pleasant may defer the oversight and fiscal agent role to other members in The Group, should all the members agree that the role is in The Project's best interest.

Root-Pike WIN, as the originator of The Project (a.k.a. "The Path to Wisconsin Valley") proposal, has and may continue to provide technical consultation, watershed education, project estimating, relationship building, grant writing, project communications, public relations as needed by The Group and/or specific members. In certain cases, and as the circumstances require, Root-Pike WIN may serve as the fiscal agent for parts of The Project where there is a grant advantage, or necessity to The Project, but only with the express permission of The Village of Mount Pleasant and Racine County.

Racine County has and will continue to provide support, consistent with past practice, to Root-Pike WIN in its efforts to help The Group plan, design, construct/restore, and maintain The Project. Support for Root-Pike WIN will help in their on-going efforts to provide visioning presentations, cost-estimating, water quality data, watershed plan recommendations, stormwater integration ideas, habitat rehabilitation solutions, grant-writing, project communications and partnership building. Racine County may, in its discretion, provide additional, yet-to-be-determined, support of The Group, or individual members of The Group, as necessary to advance The Project vision.



Use of Funds

Funding and land transactions secured through in-kind donations, grants or other legal means for the completion of The Project may only be used in support of the vision of The Project. Funding and land acquisitions may only be used in The Project area, which is no less than 300 feet in total width at any given point along the Lamparek Ditch. The Village of Mount Pleasant shall be primarily responsible for the planning, design and construction process of The Project. The Village of Mount Pleasant and/or Root-Pike WIN may serve as the fiscal agent for individual grant awards as appropriate and as the needs arise, but primarily in cases where a local government, owner and/or a non-profit organization needs to be the grant applicant.

Joint Responsibilities

Each member of the group agrees to the following joint responsibilities:

- 1) Each member of The Group will appoint a key contact person for The Project.
- 2) Key contacts will maintain frequent communications to facilitate cooperation from planning, design, construction/restoration, and maintenance with regard to The Project.
- 3) Key contacts will work together to determine the best outcomes to achieve the vision of The Project.
- 4) Other secondary contacts may be included in meetings as The Group sees fit, with the understanding that meeting sizes should be minimized, whenever possible.

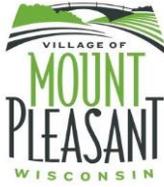
Relationships

All three members of The Group shall have at least one member from their organization at any meeting pertaining to The Project unless that member has stated their absence should not impede progress. All public communications will be approved by each key contact member of The Group before any information about The Project is made public. The Village of Mount Pleasant has the ultimate and final decision-making authority as to what project communications, including social media posts of any kind, are made public. Press inquiries about The Project will be directed to the Village of Mount Pleasant's primary contact to determine the appropriate response and The Group involvement. All three Group members shall be mentioned in any and all of The Group's public communications about The Project. The Group agrees that the DOT and DNR may play a valuable role in the planning of The Project, and should be included in the planning, design, implementation and maintenance of The Project as appropriate.

Assurances

Each member of The Group hereby represents that it:

- 1) Has all requisite power and authority to execute this MOU; and
- 2) Is familiar with the vision of The Project and is committed to working collaboratively to meet the roles specified in this MOU in order to ensure The Project's success.



Modifications

Consistent with The Group's intent to implement The Project, this MOU may be amended only by written agreement signed by each of The Group members. Modifications of this MOU should only be made in support of the vision of The Project defined on page 1 of this MOU.

XI. Effective Date/Duration/Termination

This MOU shall be effective beginning with the date of the last signature hereon.

XII. Signatures

1) *THE VILLAGE OF MOUNT PLEASANT*

Signature/Date

Dave DeGroot, Village President, Village of Mount Pleasant

2) *RACINE COUNTY*

Signature/Date

Jonathan Delagrave, County Executive, Racine County

3) *ROOT-PIKE WATERSHED INITIATIVE NETWORK*

Signature/Date

Dave Giordano, Executive Director, Root-Pike Watershed Initiative Network

New Massage Establishment License -Committee of the Whole Meeting January 13, 2020

The Committee of the Whole Recommends the granting and issuance of the following
Massage Establishment License on January 27, 2020 Village Board Consent Agenda

New Massage Establishment Licenses	Address
Anodyne Massage - Desiree Norval	4900 Spring Street, Mt Pleasant

License period for January 27, 2020 - through June 30, 2020

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RESOLUTION NO. 2020-06

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
APPROVING AN AMENDED CONTRACT FOR JOINT PARK OF CALEDONIA AND
MT PLEASANT UNDER WIS. STAT. § 66.0301.**

The Village Board of the Village of Caledonia, Racine County, Wisconsin do resolve as follows:

WHEREAS, the Village of Caledonia and Village of Mt. Pleasant previously entered into an agreement on October 17, 2013, to govern the structure and operations of the Caledonia-Mt. Pleasant Memorial Park ("Joint Park").

WHEREAS, Village staffs and Village Attorneys of both the Village of Caledonia and Village of Mt. Pleasant have reviewed the structure and oversight set forth in that agreement.

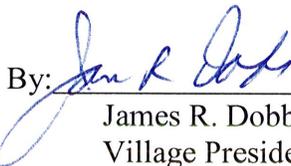
WHEREAS, the Villages have begun recent discussions for the long-term plans for the Joint Park. A part of the long-term vision of the Joint Park is to create a smaller governing commission with closer ties to the Village Boards for control and management of the Joint Park.

NOW, THEREFORE, BE IT RESOLVED THAT the Amended Contract for Joint Park of Caledonia and Mt. Pleasant Under Wis. Stat. § 66.0301 attached hereto as **Exhibit 1** is hereby approved and the President and Clerk are authorized and directed to execute the contract on behalf of the Village.

BE IT FURTHER RESOLVED THAT all Village officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance of the contract.

20th Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this day of January, 2020.

VILLAGE OF CALEDONIA

By: 
James R. Dobbs
Village President

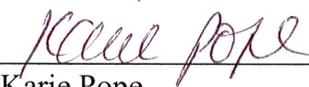
Attest: 
Karie Pope
Village Clerk

EXHIBIT 1

AMENDED CONTRACT FOR JOINT PARK OF CALEDONIA AND MT. PLEASANT UNDER WIS. STAT. §66.0301

This amended contract, entered into and effective as of the date last executed by either party below, by and between the Village of Caledonia, Wisconsin (hereinafter referred to as "Caledonia") and the Village of Mt. Pleasant, Wisconsin (hereinafter referred to as "Mt. Pleasant").

WHEREAS, Caledonia and Mt. Pleasant, on or about October 17, 2013, entered into an agreement, a copy of which is attached as Exhibit A hereto ("Prior Joint Park Agreement"), controlling the governance of the Caledonia-Mt. Pleasant Memorial Park ("Joint Park"); and,

WHEREAS, the Prior Joint Park Agreement created a 7-member Joint Park Commission to function as the policy-making body for the Joint Park and to carry out certain designated operational functions with respect to the Joint Park's management; and,

WHEREAS, Caledonia and Mt. Pleasant have recently been discussing their longer-term plans for the Joint Park, and have decided to implement a new, smaller governing body more closely tied to the Village Boards to exercise management and control over the Joint Park, in lieu of the previous Joint Park Commission structure, until such time as the villages' longer-term plans are finalized.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties mutually acknowledge, the parties agree as follows:

1. **Authority.** This agreement is entered into pursuant to the authority set forth in Wis. Stats. Section 66.0301.
2. **Creation of Joint Park Transition Commission.** Caledonia and Mt. Pleasant agree to create a Joint Park Transition Commission ("JPTC") to exercise the powers and duties of a local parks board in regard to the Joint Park located at 9614 County Road K, Franksville, WI 53126 and named the "Caledonia - Mount Pleasant Memorial Park." The Joint Park Commission created by the Prior Joint Park Agreement is hereby dissolved, and any existing interests or obligations of the Joint Park Commission are hereby vested in the JPTC.
3. **Commissioners of the JPTC.** The JPTC shall be made up of the following three commissioners:
 - a. One commissioner shall be a Caledonia village trustee, chosen by the Caledonia Village President and confirmed by the Caledonia Village Board for a one-year term.

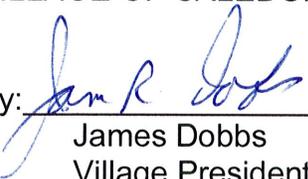
- b. One commissioner shall be a Mt. Pleasant village trustee, chosen by the Mt. Pleasant Village President and confirmed by the Mt. Pleasant Village Board for a one-year term.
 - c. One commissioner shall be a resident of either Caledonia or Mt. Pleasant, chosen by agreement of the Caledonia Village President and the Mt. Pleasant Village President for a one-year term.
 - d. The JPTC shall elect as officers a chairperson, vice-chairperson and secretary.
 - e. All such officer terms shall be for one year.
 - f. Each Village Board shall have the authority to remove, with or without cause, and to replace the commissioner who was appointed by it, and the citizen commissioner may be removed and replaced, with or without cause, by agreement between the Village Presidents.
4. **Powers and Duties.** The JPTC shall constitute the policy making body for the operation of the Joint Park as described in paragraph 2 above and shall exercise authority over the financial and personnel matters set forth below. The JPTC shall have the powers and perform the duties as are prescribed in Wis. Stats. Sections 27.08 and 27.10, except as otherwise specifically provided in this agreement or in joint ordinances adopted by both villages. Where Wis. Stat. §§27.08 or 27.10 require village board approval ("common council" in the statute), the approval of both village boards is required.
5. **Budget and Oversight.** The JPTC shall annually develop and adopt a budget. The budget shall be presented to both village boards for review, amendment, and approval. Any increase in the levy portion of the budget from the previous year shall require specific approval by the boards of both villages. Capital purchases exceeding \$5,000.00 shall require the approval by the boards of both villages.
6. **Fiscal Agent.** The Village of Caledonia shall be the fiscal agent for the JPTC. The fiscal's agent's responsibilities include the processing of purchase orders, payroll, employee benefits administration, compliance with State and Federal employment related standards, and procurement of insurance policies including errors and omissions, comprehensive general liability coverage, bodily injury coverage property damage coverage, auto coverage, health insurance, all personnel decisions, and worker's compensation. Caledonia shall also assist the JPTC with budget preparation.
7. **Financing.** Each municipality agrees to provide for the operation of the Joint Park and to maintain the funding in future years. The cost of the Joint Parks operation including any capital purchases shall be divided equally between the villages.

8. **Term.** This contract shall be effective upon execution and shall continue in force and effect for an indefinite term subject to being terminated upon one year's written notice served upon the other village.
9. **Operations.** The JPTC shall have authority to enter into contracts as are necessary or convenient for the management and operation of the Joint Parks, provided, however that funding has been included as part of the budget approved by the two village boards. All contracts shall be reviewed and approved by the Caledonia Village Attorney prior to signing. If the Caledonia Village Attorney does not approve a contract, said contract shall not be executed or authorized without approval by the Caledonia Village Board. All operations of the Joint Parks shall be conducted in accordance with the requirements and standards of the applicable statutes, ordinances, orders, rules and regulations.
10. **Notices.** All notices hereunder shall be given by personal service or certified or registered mail addressed to the respective village clerks at the respective village halls.
11. **Amendments.** This agreement may be amended from time to time by written agreement of the parties.
12. **Prior Agreements.** This agreement hereby rescinds and supersedes all prior agreements, including the Prior Joint Park Agreement, entered into by the parties in regard to the subject matter of this agreement.
13. **Interpretation.** This Agreement has been the subject of mutual negotiations between the parties and their respective counsel. This Agreement has been and shall be construed to have been jointly drafted by the parties in order to preclude the application of any rule of construction against a party's interest as the sole drafter of this Agreement.
14. **Agreement in Counterparts.** This Agreement may be executed in several counterparts, each of which fully executed counterparts shall be deemed an original.
15. **Dispute Resolution Remedies.** Claims, disputes or other matters arising out of or related to this Agreement, or the breach thereof, shall be subject to mediation

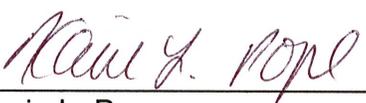
as a condition precedent to the institution of legal or equitable proceedings by any party to this Agreement. Prior to filing a written demand for mediation, the party making such demand shall submit to the other affected parties a statement of the claim, dispute or other matter in question. The parties shall meet promptly after such statement is filed and shall endeavor in good faith to resolve any such claim, dispute or other matter in question amicably. If such meeting does not resolve the claim, dispute or other matter in question, a demand for mediation shall be filed in writing with the other affected parties and shall be made within a reasonable time after the claim, dispute or other matter in question has arisen.

VILLAGE OF CALEDONIA

VILLAGE OF MT. PLEASANT

By:  1-20-2020
James Dobbs date
Village President

By: _____
David DeGroot date
Village President

Attest:  1-20-2020
Karie L. Pope date
Village Clerk

Attest: _____
Stephanie Kohlhagen date
Village Clerk

CONTRACT FOR JOINT PARKS BOARD OF CALEDONIA AND MT. PLEASANT
UNDER WIS. STAT. §66.0301
10-7-13

This contract entered into the 17 day of October, 2013 by and between the Village of Caledonia, Wisconsin (hereinafter referred to as Caledonia) and the Village of Mt. Pleasant, Wisconsin (hereinafter referred to as Mt. Pleasant) and for good and valuable consideration the parties agree as follows:

1. **Authority.** This agreement is entered into pursuant to the authority set forth in Wis. Stats. Section 66.0301.
2. **Creation of Joint Parks Board.** Caledonia and Mt. Pleasant agree to create a joint parks board of commissioners to exercise the powers and duties of a local parks board in regard to any land owned and held jointly for park purposes that is located in either municipality and specifically the park located at 9614 County Road K, Franksville, WI 53126 and named the Caledonia - Mount Pleasant Memorial Park (hereinafter "joint parks").
3. **Commissioners of the Joint Parks Board.** The Joint Parks Board shall be made up of the following seven commissioners:
 - a. Three commissioners, including one village trustee, from the Caledonia Parks Board chosen by the Caledonia Village President and confirmed by the Caledonia Village Board for staggered three year terms.
 - b. Three commissioners, including one village trustee, from the Mt. Pleasant Parks Board chosen by the Mt. Pleasant Village President and confirmed by the Mt. Pleasant Village Board for staggered three year terms.
 - c. One member who is a resident of either Caledonia or Mt. Pleasant and is chosen by the agreement of the Caledonia Village President and the Mt. Pleasant Village President for a three year term.
 - d. The Joint Parks Board shall elect as officers a chairperson, vice-chairperson and secretary.
 - e. All such officer terms shall be for two years.
 - f. Each appointing authority shall have the authority to remove, with or without cause, and replace any member of the board that was appointed by it.
4. **Powers and Duties.** The Joint Parks Board shall constitute the policy making body for the operation of the joint parks as described in paragraph 2 above and shall exercise authority over the financial and personnel matters set forth below. The Joint Parks Board shall have the powers and perform the duties as are prescribed in Wis. Stats. Sections 27.08 and 27.10, except as otherwise specifically provided in this agreement or in joint ordinances adopted by both villages. Where Wis. Stat. §§27.08 or 27.10 require

village board approval ("common council" in the statute), the approval of both village boards is required.

5. **Budget and Oversight.** The Joint Parks Board shall annually develop and adopt a budget. The budget shall be presented to both village boards for review, amendment and approval. Any increase in the levy portion of the budget from the previous year shall require specific approval by the boards of both villages. Capital purchases exceeding \$5,000.00 shall require the approval by the boards of both villages.
6. **Fiscal Agent.** The Village of Caledonia shall be the fiscal agent for the Joint Parks Board. The fiscal's agent's responsibilities include assistance with budget preparation, processing of purchase orders, payroll, employee benefits administration, compliance with State and Federal employment related standards and procurement of insurance policies including errors and omissions, comprehensive general liability coverage, bodily injury coverage property damage coverage, auto coverage, health insurance, and worker's compensation.
7. **Financing.** Each municipality agrees to provide for the operation of the Joint Parks for 2014, the municipalities further agree to maintain the funding in future years. The cost of the Joint Parks operation including any capital purchases shall be divided equally between the villages.
8. **Term.** This contract shall be effective upon execution and shall continue in force and effect for an indefinite term subject to being terminated upon one year's written notice served upon the other village.
9. **Personnel.** Subject to the appropriations in the budget, the Joint Parks Board shall have authority to employ and determine the compensation of such personnel for the Joint Park's operation and may employ the services and fix the compensation of such other agents or consultants as the Joint Parks Board deems necessary or convenient for the operation and management of the Joint Parks. The Joint Parks Board shall have the authority to terminate employment of such personnel as set forth below subject to any applicable laws, rules, regulations and agreements with respect to the same. Effective January 1, 2014, all personnel shall be considered as employees of Caledonia for reporting purposes and shall operate under and be subject to the Caledonia Personnel Policy Manual, unless otherwise stated herein.
10. **Employees.** The parties agree that the existing Mt. Pleasant Joint Parks Director position, currently occupied by Jim Svoboda, will be terminated by Mt. Pleasant effective at the end of the day on December 31, 2013 and Caledonia will create a fulltime Joint Parks Director position and will hire Jim Svoboda as a non-probationary Caledonia employee to fill said position effective January 1, 2014. Mr. Svoboda will begin his employment with Caledonia with the following:
 - a. An annual salary of \$41,700 payable biweekly.

- b. 11 years and 7 months of recognized service for vacation purposes and Holiday purposes (start date of 1-2-2002).
 - c. Carry over of sick time of (903) hours of sick time (This sick time carry over is contingent on Jim Svoboda waiving any sick time pay out from the Village of Mt. Pleasant when his employment with Mt. Pleasant is terminated) .
 - d. Immediate health and dental coverage through Caledonia or, if there is a waiting period, through one month of COBRA through Mt. Pleasant.
 - e. Mr. Svoboda will not have carry over vacation.
 - f. Mr. Svoboda will get January 1, 2014 as a paid holiday.
11. **Operations.** The Joint Parks Board shall have authority to enter into contracts as are necessary or convenient for the management and operation of the Joint Parks, provided, however that funding has been included as part of the budget approved by the two village boards. All contracts shall be reviewed by the Caledonia Village Attorney prior to signing. All operations of the Joint Parks shall be conducted in accordance with the requirements and standards of the applicable statutes, ordinances, orders, rules and regulations.
 12. **Notices.** All notices hereunder shall be given by personal service or certified or registered mail addressed to the respective village clerks at the respective village halls.
 13. **Amendments.** This agreement may be amended from time to time by written agreement of the parties.
 14. **Prior Agreements.** This agreement hereby rescinds and supersedes all prior agreements entered into by the parties in regard to the subject matter of this agreement.
 15. **Interpretation.** This Agreement has been the subject of mutual negotiations between the parties and their respective counsel. This Agreement has been and shall be construed to have been jointly drafted by the parties in order to preclude the application of any rule of construction against a party's interest as the sole drafter of this Agreement.
 16. **Agreement in Counterparts.** This Agreement may be executed in several counterparts, each of which fully executed counterparts shall be deemed an original.
 17. **Dispute Resolution Remedies.** Claims, disputes or other matters arising out of or related to this Agreement, or the breach thereof, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by any party to this Agreement. Prior to filing a written demand for mediation, the party making such demand shall submit to the other affected parties a statement of the claim, dispute or other matter in question. The parties shall meet promptly after such statement is filed and shall endeavor in good faith to resolve any such claim, dispute or other matter in question amicably. If such meeting does not resolve the claim, dispute or other matter in

question, a demand for mediation shall be filed in writing with the other affected parties and shall be made within a reasonable time after the claim, dispute or other matter in question has arisen.

VILLAGE OF CALEDONIA

By: 
Bob Bradley, President

Attest: 
Karie Torkilsen, Village Clerk

VILLAGE OF MT. PLEASANT

By: 
Mark Gleason, President

Attest: 
Stephanie Kohlhaagen,
Village Clerk



EXECUTIVE SUMMARY

Village Board Meeting – 01/27/19

TITLE:

Appointments/Reappointments to Boards, Commissions, Committees

BACKGROUND:

President DeGroot submitted the following appointments and/or reappointments for affirmation:

1. Appointment of Sonny Havn to the Joint Park Transition Commission for a term to begin January 28th, 2020 and to expire in April 2021.

FISCAL IMPACT:

None.

RECOMMENDATION:

Staff recommends that the Village Board: Move to approve the appointments and re-appointments of these individuals to the respective boards, commissions, and committees for the term lengths as outlined.

PREPARED BY: Lisa Olley
Executive Assistant

DATE: January 26, 2020