

**RESOLUTION NO. 2024-120
VILLAGE OF CALEDONIA**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A
SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND AGREEMENT TO
PURCHASE AND A SANITARY SEWER EASEMENT AGREEMENT
WITH HILLSIDE DEVELOPMENT OF CALEDONIA LIMITED PARTNERSHIP**

WHEREAS, the Caledonia Utility District and Village of Caledonia have identified a Sanitary Sewer project in TID #4 to expand and extend sanitary sewer service within the District;

WHEREAS, the Caledonia Utility District, through the design of the TID #4 Phase 4 Sanitary Sewer and Watermain Extensions project, has identified Permanent Sanitary Sewer Easements and Temporary Limited Easements that are required from various property owners within TID #4 in order to install the sanitary sewer;

WHEREAS, the Village of Caledonia has adopted Resolution 2019-117 Relocation Order of the Village of Caledonia affecting properties in the Tax Incremental District #4, Phase 4, and providing for the extension of sanitary sewer facilities project in the Village of Caledonia, Racine County, Wisconsin to obtain the required Permanent Sanitary Sewer Easements and Temporary Limited Easements.

WHEREAS, the Village of Caledonia has retained the services of Southern Wisconsin Appraisal for appraisals of the identified Permanent Sanitary Sewer Easements and Temporary Limited Easements required for the Project;

WHEREAS, the Village Attorney negotiated with Hillside Development of Caledonia Limited Partnership and their Attorney, to obtain a Permanent Sanitary Sewer Easement and 2 Temporary Limited Easements required for the Project;

WHEREAS, the Owner, Hillside Development of Caledonia Limited Partnership has executed a Settlement Agreement, Mutual Release, and Agreement to Purchase and a Sanitary Sewer Easement Agreement;

WHEREAS, the Caledonia Utility District has placed on its agenda to authorize the President & Secretary of the Caledonia Utility District to execute the Sanitary Sewer Easement Agreement at their December 4, 2024 meeting;

WHEREAS, the President and Clerk of the Village need to execute the Settlement Agreement, Mutual Release, and Agreement to Purchase;

WHEREAS, the President and Clerk of the Village need to execute the Sanitary Sewer Easement Agreement in order for the Sanitary Sewer Easement Agreement to be recorded;

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the execution of the Settlement Agreement, Mutual Release, and Agreement to Purchase as set forth in Exhibit A, which is attached hereto and incorporated herein by reference, is approved and that the Village President and Village Clerk are authorized to execute said Settlement Agreement, Mutual Release, and Agreement to Purchase.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Caledonia Village Board that the execution of the Sanitary Sewer Easement Agreement as set forth in Exhibit B, which is attached hereto and incorporated herein by reference, is approved and that the Village President and Village Clerk are authorized to execute said Sanitary Sewer Easement Agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 12 day of November, 2024.

VILLAGE OF CALEDONIA

By: Thomas R. Weatherston
Thomas Weatherston, Village President

Attest: Jennifer Bass
Jennifer Bass, Village Clerk

SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND AGREEMENT TO PURCHASE

This Settlement Agreement, Mutual Release, and Agreement to Purchase (“Agreement”) is made by and between **Hillside Development of Caledonia Limited Partnership**, a Wisconsin Limited Partnership (“Hillside”) and the **Village of Caledonia**, a municipal corporation (the “Village”), together, the (“Parties”) on this 14th day of October, 2024 to confirm the agreement of the aforesaid Parties.

RECITALS

WHEREAS, the Village instituted certain proceedings to acquire two (2) temporary limited easements and a permanent limited easement over portions of the property owned by Hillside, more accurately described in **Exhibit A** attached hereto and incorporated herein (the “Easements”), for the purpose of sanitary sewer installation and extension across portions of the property owned by Hillside, amongst other properties, (the “Project”).

WHEREAS, the Village has provided an appraisal to Hillside for the Property;

WHEREAS, Hillside submitted its own appraisal to the Village;

WHEREAS, following successful good faith negotiations, the Parties have agreed that Hillside will grant the Easements to the Village for just compensation to be paid by Village, in the amount of \$35,000.00;

WHEREAS, Hillside has agreed to accept the aforesaid amount and execute the Sanitary Sewer Easement Agreement attached hereto as **Exhibit B** and incorporated herein (the “Easement Agreement”) to effectuate the grant of Easements to the Village, in lieu of condemnation.

SETTLEMENT AGREEMENT, MUTUAL RELEASE, WAIVER OF APPEAL RIGHTS AND AGREEMENT TO PURCHASE

NOW THEREFORE, in consideration of the mutual promises, terms and conditions contained herein, the Parties agree as follows:

1. Recitals. The above recitals are fully incorporated into this Agreement.
2. Just Compensation. The Village will pay Hillside just compensation in the amount of \$35,000.00 for the acquisition of the Easements at the execution and delivery of this Agreement. In exchange for such just compensation payment, Hillside shall execute the Easement Agreement concurrently with this Agreement and deliver both the Easement Agreement and this Agreement to the Village.

3. Use of Easements. The Village is authorized to utilize the Easements upon Hillside's execution and delivery of this Agreement and the Easement Agreement.

4. Converted and Deferred Special Assessment: If the Village decides to impose any special assessments to benefitted properties for the Project, any amount allocated to the Hillside property shall be considered a deferred alternative charge, pursuant to Section 3-2-12 of Chapter 2 of the current Code of Village Ordinances, attached hereto as **Exhibit C**.

5. Full and Final Release and Waiver of All Claims: In exchange for such payment of just compensation, Hillside, for itself, successors, assigns, attorneys, insurers, and agents hereby releases the Village, as well as its successors, assigns, attorneys, insurers, and agents from any and all claims, obligations, and liabilities which they may have, or may have in the future, against the Village arising out of or related to the Property related to any and all claims under Chapter 32 of the Wisconsin Statutes, including but not limited to, any rights to appeal the amount of just compensation and claims therefor.

6. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective heirs, successors, and assigns.

7. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Wisconsin.

8. Interpretation of Agreement. The Parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement:

(a) Neither Party shall be deemed the drafter of this Agreement for purposes of its interpretation; and

(b) The Parties shall attempt in good faith to resolve the dispute.

9. Representation By Counsel; Reliance. Each Party represents that in entering into this Agreement, the Party has relied on its own judgment and on the advice of its attorneys, if applicable, and that no statements or representations made by the other Party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the Party to sign this Agreement.

10. Hillside Representations and Warranties; Indemnification. Hillside hereby represents and warrants that it is the sole and lawful owner of all claims, matters and causes of action they are releasing or dismissing pursuant to this Agreement. Hillside represents and warrants that it has not assigned or transferred to anyone, and will not assign or transfer to anyone, any of said claims. Hillside further hereby agrees to indemnify and hold harmless the Village from any claim, demand, damage, debt, liability, account reckoning, obligation, cost, expense, lien, action or cause of action (including payment of attorneys' fees and costs actually incurred, whether or not litigation be commenced) based upon, in connection with,

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.

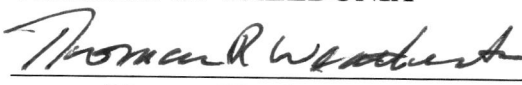
**HILLSIDE DEVELOPMENT OF CALEDONIA
LIMITED PARTNERSHIP**

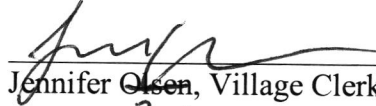
Dated: October 14, 2024 By:


Name: Jay Benkowski, General Partner

VILLAGE OF CALEDONIA

Dated: ^{November} October 12th, 2024 By:


Thomas Weatherston, Village President

Attest: 
Jennifer Olsen, Village Clerk
Buss

**EXHIBIT A
LEGAL DESCRIPTIONS**

Parcel 6, 7 & 8, Project No. 18C030.12, TID No. 4, Phase 4 Sewer Extension Project

Permanent Sewer Easement (Hillside property)

Land being a part of the Northeast 1/4 of the Northwest 1/4 of Section 31, Township 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin.
Commencing at the Northeast corner of said Northwest 1/4; Thence South 89° 35' 09" West along North line of said Northwest 1/4 a distance of 388.06 feet to the point of beginning of lands to be described; Thence South 26°16'03" East 215.37 feet; Thence South 16°58'59" East 309.61 feet; Thence South 01°09'26" East 349.84 feet; Thence North 89°25'12" East 212.20 feet to the East line of said Northwest quarter; Thence South 01°09'26" East along said East line 40.00 feet; Thence South 89°25'12" West 262.20 feet; Thence North 01°09'26" West 382.38 feet; Thence North 16°58'59" West 360.58 feet; Thence North 26°16'03" West 169.53 feet to North line of said Northwest 1/4; Thence North 89°35'09" East along said North line 44.45 feet to the point of beginning of lands being described.
Containing 52,246 Square feet (1.20 Ac.) of land more or less.

Temporary Limited Easement 1 (Hillside property)

Land being a part of the Northeast 1/4 of the Northwest 1/4 of Section 31, Township 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin.
Commencing at the Northeast corner of said Northwest 1/4; Thence South 89° 35' 09" West along said North line of said Northwest 1/4 a distance of 432.51 feet to the point of beginning; Thence continuing South 89° 35' 09" West along said North line 55.56 feet; Thence South 26°16'03" East 189.69 feet; Thence South 16°58'59" East 459.57 feet; Thence South 01°09'26" East 269.40 feet; Thence North 89°25'12" East 20.00 feet; Thence North 01°09'26" West 382.38 feet; Thence North 16°58'59" West 360.58 feet; Thence North 26°16'03" West 169.53 feet to North line of said Northwest 1/4 to the point of beginning of lands being described.
Containing 36,002 Square feet (0.83 Ac.) of land more or less.

Temporary Limited Easement 2 (Hillside property)

Land being a part of the Northeast 1/4 of the Northwest 1/4 of Section 31, Township 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin.
Commencing at the Northeast corner of said Northwest 1/4; Thence South 01° 09' 26" East along the East line of said Northwest 1/4 a distance of 789.83 feet to the point of beginning of the lands being described; Thence continuing South 01° 09' 26" East along said East line 50.00 feet; Thence South 89°25'12" West 212.20 feet; Thence North 01°09'26" West 349.84 feet; Thence North 88°50'34" East 20.00 feet; Thence South 01°09'26" East 300.04 feet; Thence North 89°25'12" East 192.20 feet to East line of said Northwest 1/4 to the point of beginning of lands being described.

Containing 16,609 Square feet (0.38 Ac.) of land more or less.

Address: Golf Road

Tax Key No. 104-04-22-31-010-000

EXHIBIT B
EASEMENT AGREEMENT

DOCUMENT NUMBER

SANITARY SEWER EASEMENT AGREEMENT

Document # **2689660**
RACINE COUNTY REGISTER OF DEEDS
November 18, 2024 3:52 PM

Karie Pope
KARIE POPE
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

**The above recording information verifies
this document has been electronically recorded**
Returned to Village of Caledonia
Pages: 8

RETURN TO:
JENNIFER BASS, VILLAGE CLERK
5043 CHESTER LANE
RACINE, WI 53402

PARCEL IDENTIFICATION NUMBER:
104-04-22-31-010-000

Prepared by:

Elaine S. Ekes
Pruitt, Ekes & Geary, S.C.

SANITARY SEWER EASEMENT AGREEMENT

This **SANITARY SEWER EASEMENT AGREEMENT (“Agreement”)** is made and entered into by and between **HILLSIDE DEVELOPMENT OF CALEDONIA LIMITED PARTNERSHIP (“Owner”)**, the **CALEDONIA SEWER UTILITY DISTRICT**, and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin (collectively **“the Village”**) as of the 14th day of October, 2024.

RECITALS

- A. Owner is the fee holder of certain real property located in the Village of Caledonia, County of Racine, State of Wisconsin, which is legally described as:

That part of the Northeast ¼ of the Northwest ¼ of Section 31, Township 4 North, Range 22 East in the Village of Caledonia, Racine County, Wisconsin, bounded as follows: Begin at the Northeast corner of the Northeast ¼ of the Northwest ¼; thence West along the North line of said Northwest ¼, 1222.32 feet to a point, a point also being 1228.92 feet East of the Northwest corner of said Section 31; thence South 1320 feet to a point 88.44 feet East of the Southwest corner of the Northeast ¼ of the Northwest ¼; thence East 1231.56 feet to the Southeast corner of the Northeast ¼ of the Northwest ¼; thence North along the East line of the Northwest ¼ of Section 31 to the place of beginning in the Village of Caledonia, County of Racine, State of Wisconsin with Tax Key No. 104-04-22-31-010-000 (“Parent Parcel”).

- B. The Village and Owner have negotiated for the acquisition by the Village of temporary limited easements and a permanent sanitary sewer easement over portions of the Parent Parcel, all as further described herein and as depicted and described in the attached and incorporated **Exhibit A** hereto.
- C. The easements are necessary because of the installation of sanitary sewer main improvements to extend sewer services within the Village to serve the Parent Parcel as well as adjacent and other parcels in the surrounding area.

AGREEMENT

For the mutual promises contained herein and other good and valuable consideration, the sufficiency of which the parties hereby acknowledged, the parties agree as follows:

1. **Grant of Easements.**

- A. **Permanent Sanitary Sewer Easement.** Owner grants to the Village a perpetual, non-exclusive sanitary sewer easement on and under a portion of the Parent Parcel legally described and depicted on attached **Exhibit A** as the Permanent Sewer Easement (“Permanent Sewer Easement Area”). This grant includes the right to enter, construct, reconstruct, maintain, improve, repair, alter or operate a sanitary sewer within the Permanent Sewer Easement Area and appurtenances, including, without limitation, any/all later modifications or reconstructions thereto, together with right to enter,

with all necessary and proper workers, equipment, and materials with respect thereto, for conveying sanitary sewer utility service through, on and under the Permanent Sewer Easement Area, together also with the right to excavate and/or refill ditches and/or trenches as necessary, and to remove such trees, bushes, undergrowth and other obstructions as may interfere with the exercise of this Agreement.

B. **Temporary Limited Construction Easement.** Owner grants to the Village the following temporary limited construction easements and related easement rights on and over that portion of the Parent Parcel described and depicted on attached **Exhibit A** as the Temporary Limited Easements (the "Temporary Limited Easement Area"):

1. The right to enter and use the Temporary Limited Easement Area for the staging and storage of construction materials, vehicles, and equipment for the construction and installation of the sanitary sewer;
 2. The right to change the slopes and grades of the Temporary Limited Easement Area, so that the same blend in with and conform to the slopes and grades of the finished project topography and to remove trees, bushes or other vegetation.
 3. The finished slopes and grades of the Temporary Limited Easement Area shall be finish-graded by the Village.
 4. The Temporary Limited Easement Area described herein shall cease to exist one (1) year from the date of execution unless released earlier in writing by the Village.
2. **Restoration of Surface.** The Village shall restore the surface disturbed by any construction or maintenance of piping or equipment located within the Permanent Easement Area and Temporary Limited Easement Areas to their condition before the disturbance, but the Village shall not be required to restore or replace any trees, bushes and vegetation within such areas that would interfere with the easements granted hereby.
3. **Reserved Rights.** The Owner retains the full right to use the Permanent Sewer Easement Area and Temporary Limited Easement Areas, including all areas at, above or below grade, subject only to the reasonable exercise of the Village's rights under this Agreement and the Village's right to review and approve the location of any proposed improvements within the Permanent Sewer Easement Area or Temporary Limited Easement Areas including, but not limited to, a driveway or other means of accessing the Parent Parcel or any of Owner's adjacent parcels (to and from any public right of way or other access roads/ways or by and among Owner's parcels). The Village's reviews and approvals for such driveways or any other proposed improvements shall be made by the Village Engineer and approval shall not be unreasonably withheld or delayed.
4. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Village and

their respective successors and assigns. The Village shall cause this Agreement to be recorded in the office of the Register of Deeds for Racine County, Wisconsin.

- 5. **Non-use.** Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Agreement.
- 6. **Governing Law.** This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. Venue for any legal action pertaining to and/or arising under this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.
- 7. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds for Racine County, Wisconsin.

IN WITNESS WHEREOF, the above-named parties, either personally or through their duly authorized officers, have executed this Agreement as of the date indicated above.

Dated this 14 day of October, 2024.

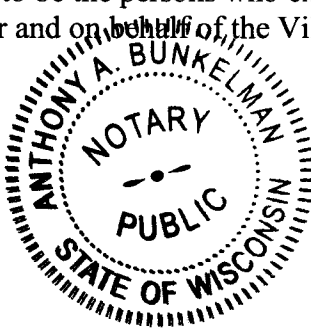
VILLAGE OF CALEDONIA

By: Thomas Weatherston
Thomas Weatherston, Village President

Attest: Jennifer Olsen
Jennifer Olsen, Village Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF RACINE)

Personally came before me this 12th day of ~~October~~ ^{November}, 2024, the above-named Thomas Weatherston and Jennifer Olsen, the President and Clerk of the Village of Caledonia, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same for and on behalf of the Village.



Anthony A. Bunkelman
Notary Public, Racine Co., WI
My Commission: July 26, 2007

Dated this 6th day of ~~October~~ ^{November}, 2024.

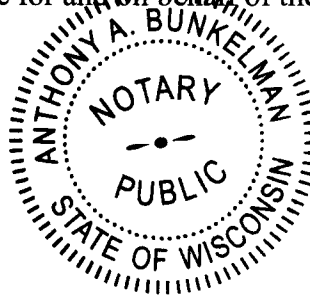
**CALEDONIA SEWER
UTILITY DISTRICT**

By: Howard Stacey
Howard Stacey, President
Caledonia Utility District Commission

Attest: Robert Kaplan
Robert Kaplan, Secretary

STATE OF WISCONSIN)
)ss.
COUNTY OF RACINE)

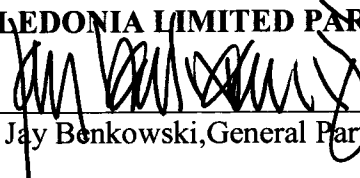
Personally came before me this 6th day of ~~October~~ ^{November}, 2024, the above-named Howard Stacey and Robert Kaplan, the President and Secretary of the Caledonia, Utility District Commission respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same for and on behalf of the District.



Anthony A. Bunkelman
Notary Public, Racine Co., WI
My Commission: July 26, 2027

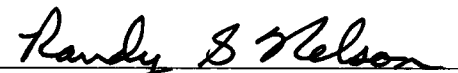
Dated this 14 day of October, 2024.

HILLSIDE DEVELOPMENT OF CALEDONIA LIMITED PARTNERSHIP

By: 
Jay Benkowski, General Partner

STATE OF WISCONSIN)
)ss.
COUNTY OF RACINE)

Personally came before me this 14 day of October, 2024, the above-named Jay Benkowski, to me known to be the persons who executed the foregoing instrument and acknowledged the same for and on behalf of Hillside Development of Caledonia Limited Partnership.


Notary Public, Racine Co., WI
My Commission: is permanent

Drafted by: Atty. Elaine S. Ekes
Pruitt, Ekes & Geary, SC
245 Main St. Suite 404
Racine, WI 53403

770272.135

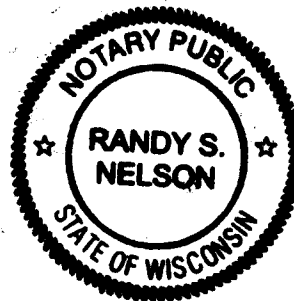


EXHIBIT A (page 1 of 2)
LEGAL DESCRIPTIONS

Parcel 6, 7 & 8, Project No. 18C030.12, TID No. 4, Phase 4 Sewer Extension Project

Permanent Sewer Easement (Hillside property)

Land being a part of the Northeast 1/4 of the Northwest 1/4 of Section 31, Township 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin.

Commencing at the Northeast corner of said Northwest 1/4; Thence South 89° 35' 09" West along North line of said Northwest 1/4 a distance of 388.06 feet to the point of beginning of lands to be described; Thence South 26° 16' 03" East 215.37 feet; Thence South 16° 58' 59" East 309.61 feet; Thence South 01° 09' 26" East 349.84 feet; Thence North 89° 25' 12" East 212.20 feet to the East line of said Northwest quarter; Thence South 01° 09' 26" East along said East line 40.00 feet; Thence South 89° 25' 12" West 262.20 feet; Thence North 01° 09' 26" West 382.38 feet; Thence North 16° 58' 59" West 360.58 feet; Thence North 26° 16' 03" West 169.53 feet to North line of said Northwest 1/4; Thence North 89° 35' 09" East along said North line 44.45 feet to the point of beginning of lands being described.

Containing 52,246 Square feet (1.20 Ac.) of land more or less.

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Containing 36,002 Square feet (0.83 Ac.) of land more or less.

Temporary Limited Easement 2 (Hillside property)

Land being a part of the Northeast 1/4 of the Northwest 1/4 of Section 31, Township 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin.

Commencing at the Northeast corner of said Northwest 1/4; Thence South 01° 09' 26" East along the East line of said Northwest 1/4 a distance of 789.83 feet to the point of beginning of the lands being described; Thence continuing South 01° 09' 26" East along said East line 50.00 feet; Thence South 89° 25' 12" West 212.20 feet; Thence North 01° 09' 26" West 349.84 feet; Thence North 88° 50' 34" East 20.00 feet; Thence South 01° 09' 26" East 300.04 feet; Thence North 89° 25' 12" East 192.20 feet to East line of said Northwest 1/4 to the point of beginning of lands being described.

Containing 16,609 Square feet (0.38 Ac.) of land more or less.

Address: Golf Road

Tax Key No. 104-04-22-31-010-000

EXHIBIT C
VILLAGE ORDINANCE

CHAPTER 2

Special Assessments

<i>Section Number</i>	<i>Title</i>	<i>Ordinance Number</i>	<i>Date of Ordinance</i>
3-2-1	Purpose	2023-06	05/09/2023
3-2-2	Statement Of Intent; Village General Special Assessment Guiding Principles	2023-06	05/09/2023
3-2-3	Resolution and Report Required.	2023-06	05/09/2023
3-2-4	Notice of Proposed or Approved Project	2023-06	05/09/2023
3-2-5	Board Actions After Hearing	2023-06	05/09/2023
3-2-6	Combined Special Assessments	2023-06	05/09/2023
3-2-7	Board's Power to Amend, Cancel or Confirm Special Assessment	2023-06	05/09/2023
3-2-8	Where Cost of Improvement is Less Than Special Assessment	2023-06	05/09/2023
3-2-9	Appealed Special Assessment Bond or Cash	2023-06	05/09/2023
3-2-10	Special Assessment a Lien on Property	2023-06	05/09/2023
3-2-11	Miscellaneous Provisions	2023-06	05/09/2023
3-2-12	Alternative Charges in Lieu of Special Assessments	2023-06	05/09/2023

SEC. 3-2-1 PURPOSE

The Village regularly installs public infrastructure improvements, such as streets, water mains and sewers at Village cost. In some instances, none of such costs should be recouped by either special assessment or alternative charges. In some instances, to recover an appropriate share of such costs, special assessment procedures should be used. In other situations, an appropriate cost share should be recovered through the imposition of alternative charges.

SEC. 3-2-2 STATEMENT OF INTENT; VILLAGE GENERAL SPECIAL ASSESSMENT GUIDING PRINCIPLES

- (a) The Village by Resolution of its Village Board may levy and collect special assessments upon property in a limited and determinable area for special benefits conferred upon such property by any municipal work or improvement and may provide for the payment of all or any part of the cost of the work or improvement.
- (b) The Village will levy special assessments, when appropriate to do so, under and pursuant to Wis. Stat. § 66.0703.

- (c) In an appropriate case, the Village will levy special assessments under the taxing power of the Village, within a limited and determinable area, for special benefits conferred, but not in excess of the value of the special benefits conferred.
- (d) In an appropriate case, the Village will levy special assessments under the police power of the Village, within a limited and determinable area, for special benefits conferred, upon a reasonable basis and in proportion to the benefits accruing.
- (e) All special assessments will be apportioned fairly and equitably among properties in similar situations, taking into consideration the uniqueness of individual properties including the presence of wetlands, flood plains, conservation easements and similar factors affecting property.
- (f) Special assessments will only be levied for a local improvement. If a project provides both a community-wide and a local improvement, only the local improvement component will be considered in levying special assessments. In determining whether an improvement is local, in whole or in part, the Village will refer to the then-current Village Comprehensive Plan and other relevant information.
- (g) For all special assessments, the Village will consider whether special benefits have the effect of furnishing an uncommon advantage, which either increases the services provided to the property, or otherwise enhances its value. An uncommon advantage must be a benefit that differs in kind, rather than in degree, from benefits enjoyed by the general public.
- (h) The Village will not levy a special assessment against any property that is exempt from special assessment under Wisconsin Statutes.
- (i) In considering a special assessment for a corner property, the Village will allow a deduction or exemption if the property is already served by the same improvement via an abutting street and a special assessment has previously been levied or an alternative charge paid for such improvement.
- (j) The special assessment costs may include the direct and indirect construction costs, the resulting damages, the interest on bonds or notes issued in anticipation of the collection of the assessments, a reasonable charge for the services of the administrative staff of the Village, the cost of any architectural, engineering and legal services and any other item of direct or indirect cost that may reasonably be attributed to the proposed work or improvement. The Village Board may include costs incurred when private property is acquired for a public project.
- (k) In considering any special assessment, the formula to be used may be any reasonable formula, or combination thereof.
- (l) In considering any special assessment, costs to be included for calculation of the special assessment will be reduced by the costs added for oversized facilities.
- (m) In the situation of multiple property owners in a discrete developed area who petition the Village to extend an improvement to serve their properties, if the owners of two-thirds or more of the group of properties to be served by the improvement agree to be specially assessed, all of the properties in the group will be subject to special assessment.
- (n) Special assessments may be deferred in certain limited situations.
- (o) The Village will periodically review its special assessment payment plan, for installments and interest rates. The current policy is as follows:
Special assessments shall be paid in full, or in annual installments. Assessments also may be prepaid, partially or in whole, after the installment method has been selected. The number of

annual installments in which a special assessment is to be paid will be determined in the Preliminary Special Assessment Resolution, based on the total amount of the special assessment, and in accordance with the following:

- (1) If the special assessment is less than \$400, the special assessment shall be paid in one payment, within 90 days of completion of the project.
 - (2) If the special assessment is at least \$400.01 to \$1,500, the special assessment shall be paid in five annual installments, as determined in the preliminary special assessment roll.
 - (3) If the special assessment is at least \$1,500.01 to \$10,000, the special assessment shall be paid in 10 annual installments, as determined in the preliminary special assessment roll.
 - (4) If the special assessment is at least \$10,000.01, the time period for payment shall be determined by the Village Board in the Final Resolution imposing special assessments. In no event, shall the special assessment installments be for a period longer than 20 years.
 - (5) The rate of interest on the outstanding balance shall be 1.5% greater than the Village's rate of interest on any bonds issued to finance the project, or in the event no bonds are issued, then 1.5% greater than the average rate of interest on all similar bonds issued in the previous calendar year.
 - (6) All special assessments are due and payable in full upon the division of the property (plat or certified survey map) or connection to the improvement for which the special assessment was made.
- (p) In all situations where a special assessment has been deferred for more than 10 years, as of May 17, 2023 but has not become due and payable because no event described in Subsection (o)(6) above has occurred, the special assessment shall be converted to an alternative charge, as provided in Sec. 3-2-12 below.

SEC. 3-2-3 RESOLUTION AND REPORT REQUIRED

- (a) Prior to making any special assessments, the Village Board shall declare by Preliminary Special Assessment Resolution its intention to exercise such powers for a stated municipal purpose. Such Resolution shall describe generally the contemplated purpose, the limits of the proposed assessment district, the number of installments in which the special assessments may be paid or that the number of installments will be determined at the hearing required under Section 3-2-4 of this Chapter and direct the proper municipal officer or employee to make a report thereon. Such Resolution may limit the proportion of the cost to be specially assessed.
- (b) The report required by Subsection (a) shall consist of:
 - (1) Preliminary or final plans and specifications.
 - (2) An estimate (or actual if available) of the entire cost of the proposed work or improvement.
 - (3) An estimate (or actual if available) as to each parcel of property affected of:
 - a. The assessment of benefits to be levied.
 - b. The damages to be awarded for property taken or damaged.

- c. The net amount of such benefits over damages or the net amount of such damages over benefits.
- (4) A statement that the property against which the special assessments are proposed is benefited, where the work or improvements constitute an exercise of the police power. In such case, the estimated required under Subsection (3) shall be replaced by a schedule of the proposed special assessments.
- (5) A copy of the report when completed shall be filed with the Village Clerk for public inspection.

SEC. 3-2-4 NOTICE OF PROPOSED OR APPROVED PROJECT

On the completion and filing of the report required in Section 3-2-3(b)(5) of this Chapter, the Village Clerk shall give notice stating the nature of the proposed or approved work or improvement, the general boundary lines of the proposed special assessment district, the place and time at which the report may be inspected and the place and time at which all interested persons, their agents or attorneys may appear before the Village Board thereof and be heard concerning the matters contained in the Preliminary Resolution and report. Such notice shall be given by publication in the official Village newspaper and a copy of said notice shall be mailed to each interested person whose post office address is known, as required by Wis. Stat. Sec. 66.0703. The hearing shall commence not less than ten (10) days and not more than forty (40) days after the publication or posting of said notice.

SEC. 3-2-5 BOARD ACTIONS AFTER HEARING

- (a) After the hearing, the Village Board may approve, disapprove, modify or refer the report to a designated officer or employee with such directions as it deems necessary to change the plans and specifications so as to accomplish a fair and equitable special assessment.
- (b) If a special assessment be made against any property and an award of compensation or damage be made in favor of the property, the Village Board shall assess only the difference between such special assessment of benefits and the award of compensation or damage.
- (c) Timing.
 - (1) If the work or improvement has not been previously authorized or approved, the Village Board shall approve the work or improvement and, by Resolution, direct that the same be done and paid for in accordance with the report finally approved.
 - (2) If the work or improvement has been approved by the Village Board or work commenced or completed prior to the filing of the report or prior to the hearing, then the Village Board shall, by Resolution, confirm the report as made or modified and provide for payment in whole or in part by special assessment.
- (d) The Village Clerk shall publish and mail the Final Resolution as required by Wisconsin Statutes.
- (e) After the publication of the Final Resolution, any work or improvement provided for and not yet authorized shall be deemed fully authorized and all awards of compensation or damage and all special assessments made shall be deemed duly and properly made, subject to the right of appeal by Section 66.0703(12), Wis. Stat., or any other applicable provision of law.

SEC. 3-2-6 COMBINED SPECIAL ASSESSMENTS

If more than a single improvement is undertaken, the Village Board may combine the special assessments as a single special assessment on each property affected except that the property owner may object to the inclusion of any one (1) or more of said improvements.

SEC. 3-2-7 BOARD'S POWER TO AMEND, CANCEL OR CONFIRM SPECIAL ASSESSMENT

If, after completion or after the receipt of bids, the actual cost of any work or improvement is found to vary materially from the original estimate, or the special assessment is void or invalid for any reason, or if the Village Board determines to reconsider a special assessment, it is empowered to do so, after giving notice and holding a public hearing, as required by Wisconsin Statutes.

SEC. 3-2-8 WHERE COST OF IMPROVEMENT IS LESS THAN SPECIAL ASSESSMENT

If the cost of the work or improvement is less than the special assessment levied, the Village Board, without notice or hearing, shall reduce each special assessment proportionately. If the special assessment has been paid either in part or in full, the Village shall refund the property owner such overpayment.

SEC. 3-2-9 APPEALED SPECIAL ASSESSMENTS BOND OR CASH

Pursuant to Subsection (12)(F) of Section 66.0703, Wis. Stat., it shall be a condition to the maintenance of any appeal that the person appealing shall execute a bond, or submit cash to the Village, in the sum of \$150 and upon default in payment any such appeal shall be dismissed.

SEC. 3-2-10 SPECIAL ASSESSMENT A LIEN ON PROPERTY

Pursuant to Subsection (13) of Section 66.703, Wis. Stat., any special assessment levied under this Chapter shall be a lien on the property against which it is levied on behalf of the Village. The Village Board shall provide for the collection of such special assessments and may establish penalties for payment after the due date. The Village Board shall provide that all special assessments not paid by the date specified shall be extended upon the tax roll as a delinquent tax against the property and all proceedings in relation to the collection of such delinquent taxes shall apply to such special assessment, except as otherwise provided by Wisconsin Statutes.

SEC. 3-2-11 MISCELLANEOUS PROVISIONS

- (a) If any special assessment or charge levied under this Chapter is invalid because the enabling Statute or Ordinance is found to be unconstitutional, the Village Board may thereafter reassess such special assessment or charge pursuant to the provisions of any applicable law.

- (b) The Village Board may, without notice or hearing, levy and assess all or any part of the cost of any work or improvement upon the property benefited, if notice and hearing is waived in writing by the property owners affected.
- (c) Notwithstanding any other provision of law or this or other Ordinance or Resolution, it is specifically intended and provided by this Chapter that the Village may levy special assessments for work or improvement against the property benefited either before or after the approval of the work plans and specifications, contracting for the work or completing the work or improvement.

SEC. 3-2-12 ALTERNATIVE CHARGES IN LIEU OF SPECIAL ASSESSMENTS

- (a) In the situation of a property owner seeking to extend a public infrastructure improvement to property to allow for development, with the improvement traversing sparsely developed or agricultural areas, the Village may require the requesting property owner to pay to the Village, in advance, the total amount to extend the improvement to that property. When an additional property connects to the improvement, that property owner will contribute to the original requester's cost, by payment of an alternative charge to the Village. The Village will periodically remit such collected sums to the requester or requester's assignee. The amount of the alternative charge will be equal to the then-current alternative charge, as set by the Village from time to time.
- (b) In the situation of a property owner seeking to extend a public infrastructure improvement to property to allow for development, with the improvement traversing sparsely developed or agricultural areas, the Village may charge the requesting property its fair share of the cost of installation to that property and fund the remainder itself, with municipal funds. When an additional property connects to that improvement, that property owner will contribute to the Village's cost by payment of an alternative charge to the Village. The amount of the alternative charge will be equal to the then-current alternative charge, as set by the Village from time to time.
- (c) In instances where the Village has installed a public infrastructure improvement entirely at its expense and has not imposed a special assessment for the project, which would otherwise qualify for special assessment, an alternative charge will be utilized. When a property connects to the improvement, that property owner will contribute to the Village's cost through an alternative charge paid to the Village. The amount of the alternative charge will be equal to the then-current alternative charge, as set by the Village from time to time.
- (d) In considering any alternative charge for a corner property, the Village will allow a deduction or exemption where an alternative charge or special assessment has previously been paid for the same improvement in an abutting street.
- (e) The Village Clerk will maintain a docket identifying properties which are subject to future alternative charges. The Village Clerk will make such docket available to property owners, prospective purchasers, abstracters and title companies.
- (f) Any property owner subject to an alternative charge may pay for said alternative charge in installments identical to those set forth hereunder, provided that either connection to the public infrastructure occurs or a property owner elects to begin installment payments within 12 months after the property owner is mailed a copy of the Resolution.

- (1) The Village Board shall notify property owners of the payment installment option in Subsection (f) by Resolution. The Resolution shall be mailed to each property owner subject to an alternative charge informing the property owner of the availability of the payment installment option in Subsection (f).