

**RESOLUTION NO. 2018-05
(1-15-2018)**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
APPROVING THE PREDEVELOPMENT AGREEMENT WITH THE SCOTT L. MILES
TRUST AND FRANKLIN EQUIPMENT LLC FOR PROPERTY LOCATED AT 3845
SOUTH 27th STREET IN THE TOWN OF RAYMOND**

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

WHEREAS, the Village of Caledonia requires by Ordinance that a property owner seeking development related reviews and approvals from the Village enter into a standard form of predevelopment agreement to address the reimbursement of costs the Village will incur during the review and approval process.

WHEREAS, the Scott L. Miles Trust, Property Owner and Franklin Equipment, LLC, a limited liability company from the State of Ohio registered to do business in the State of Wisconsin, Developer, have submitted an application in regard to a conditional use to occupy and utilize an existing commercial building and operate a business entitled Franklin Equipment on a parcel in the Town of Raymond.

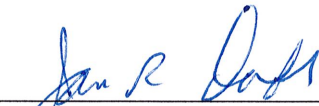
WHEREAS, the Developer desires to utilize the lands within the Town of Raymond and to obtain Village approval of this development in accordance with applicable State laws and the Cooperative Plan dated November 12, 2009 between the Village of Caledonia and the Town of Raymond giving the Village of Caledonia authority to approve or deny requests for conditional use permits within the jurisdictional area of the Cooperative Plan.

NOW, THEREFORE, BE IT RESOLVED THAT the Predevelopment Agreement attached hereto as **Exhibit A** is hereby approved and the President and Clerk are authorized and directed to execute the Predevelopment Agreement 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 Predevelopment Agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 15th day of January, 2018.

VILLAGE OF CALEDONIA

By: 
James R. Dobbs
Village President

Attest: 
Karie L. Torkilsen
Village Clerk

**PRE-DEVELOPMENT AGREEMENT
FOR COMMERCIAL DEVELOPMENT / FRANKLIN EQUIPMENT / 3845 S. 27TH
STREET, TOWN OF RAYMOND/ COOPERATIVE BOUNDARY PLAN**

THIS AGREEMENT is entered into between the VILLAGE OF CALEDONIA, a municipal corporation located in Racine County, Wisconsin (“the Village”), SCOTT L. MILES TRUST, Property Owner (the “Owner”) and FRANKLIN EQUIPMENT, LLC a limited liability company from the State of Ohio registered to do business in the State of Wisconsin (“Developer”), with regard to a conditional use located on a Parcel Id. No. 012042125029010 located at 3845 27th St., Franksville, WI 53125 for a conditional use to occupy and utilize an existing commercial building and operate a business entitled Franklin Equipment on a parcel in the Town of Raymond (“the Development”):

RECITALS

1. The Developer desires to utilize the above lands within the Town of Raymond and to obtain Village approval of this development in accordance with applicable State laws, and the Cooperative Plan dated November 12, 2009 between the Village of Caledonia and the Town of Raymond giving the Village of Caledonia authority to approve or deny requests for conditional use permits within the jurisdictional area of the Cooperative Plan .

2. The Village agrees to review conceptual, preliminary and final plans associated with the Development, and review, revise and/or draft any agreements, easements, deed restrictions or other documents associated with the Development if the same can be done without unreasonable expense to the Village’s taxpayers.

NOW, THEREFORE, in consideration of the following covenants, the parties agree as follows:

PART A

**REIMBURSEMENT OF ENGINEERING, PLANNING, LEGAL
AND ADMINISTRATIVE COSTS**

1. The Developer and Owner agree to be jointly and severally liable for and shall pay to and reimburse the Village for any and all costs for engineering, inspection, planning, legal and administrative fees and expenses previously incurred by the Village and those to be incurred by the Village with respect to:

(1) processing, reviewing, revising, and approving any conceptual, preliminary or final development plans;

(2) processing, reviewing, revising, drafting and approving any agreements, easements, deed restrictions or other documents associated with the proposed development; and

(3) construction, installation, inspection and approval of all improvements provided for in the development, including, but not limited to, consultation reasonably required to address problems encountered during the course of the design and construction of the Development.

Such costs shall include the costs of the Village's own engineers and inspectors, and outside services for attorneys, planners, agents, sub-contractors and employees. The cost for Village employees' time shall be based upon the classification of the employee and the rates established by the Village Board, from time to time, for each such classification. The cost for outside services shall be the direct cost incurred by the Village.

2. The Owner and Developer understand that the planning, legal and/or engineering consultants retained by the Village are acting exclusively on behalf of the Village and not the Owner or Developer.

PART B

GUARANTEE OF PAYMENT

1. At the time of the submission or review of conceptual development plans, the Developer shall deposit with the Village Treasurer the sum of two thousand dollars (\$2,000.00) in the form of cash. The Village shall apply such funds toward payment of the above costs.

2. If at any time said deposit becomes insufficient to pay expenses incurred by the Village for the above costs, the Developer shall deposit required additional amounts within fifteen (15) days of written demand by the Village Engineer. Until the required funds are received, no additional work or review will be performed by the Village as to the development plan under consideration. The Village may also reject any pending application and plans for non-payment of the above costs.

PART C

TERMINATION OF GUARANTEE

Within 60 days after final approval of the plans and execution of any documents by all parties, or upon abandonment of the conceptual plan, prior to final approval, (including abandonment due to rejection by any reviewing agency), the Village shall furnish the Developer with a statement of all such costs incurred by it with respect to such conceptual plan, certified survey map or plat. Any excess funds shall be remitted to Developer, and any costs in excess of such deposit shall be paid by the Developer. Any interest earned on said deposit shall remain the property of the Village to partially offset administrative expenses associated with planning and development.

IN WITNESS WHEREOF, the parties have executed this Pre-development Agreement on the 26 day of December, 2017.

SCOTT L. MILES TRUST

By: Scott Miles

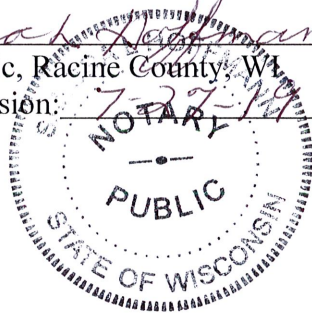
Name: Scott Miles

Title: Owner

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this 3rd day of January, 2018, the above-named Scott Miles to me known to be the person who executed the foregoing instrument on behalf of the said trust and acknowledged the same as the act and deed of the trust.

Sandra Hoffmann
Notary Public, Racine County, WI
My Commission: 7-27-17



FRANKLIN EQUIPMENT, LLC

By: Thomas C Richardson

Name: Thomas C Richardson

Title: President

STATE OF Ohio)
) SS:
COUNTY OF Licking)

Personally came before me this 26th day of December, 2017, the above-named Thomas C Richardson the President of FRANKLIN EQUIPMENT, LLC to me known to be the person who executed the foregoing instrument on behalf of the said limited liability company and acknowledged the same as the act and deed of the limited liability company.

Marcy Lee Baumgart
Notary Public, Racine County, WI Licking County, OH
My Commission: 10-8-2021

VILLAGE OF CALEDONIA

By: *James R Dobbs*
James R Dobbs, President

Attest: *Karie Torkilsen*
Karie Torkilsen, Clerk

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this 15th day of January, 2018, the above-named James R. Dobbs and Karie Torkilsen, President and Clerk, respectively, of the Village of Caledonia, to me known to be the persons who executed the foregoing instrument on behalf of the said Village and acknowledged the same.

Joshua ...
Notary Public, Racine County, WI
My Commission: 11/21/21

This instrument drafted by:
Elaine Sutton Ekes

770272.100 (584)

VILLAGE OF CALEDONIA

5043 CHESTER LANE

RACINE, WI 53402

Receipt

Date	Receipt No.
1/4/2018	27720

Received From
FRANKLIN EQUIPMENT, LLC 4141 HAMILTON SQUARE BOULEVARD GROVEPORT, OH 43125

Check No.	Payment Method	Receipt By
25504	CHECK	JLJ

Description	Amount
PRE-DEVELOPMENT AGREEMENT - FRANKLIN EQUIPMENT PARCEL ID #012-04-21-25-029-010	2,000.00
Thank you for your payment.	
Total	\$2,000.00