

**RESOLUTION NO. 2018-19
(02-19-2018)**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
APPROVING THE PREDEVELOPMENT AGREEMENT FOR THE EXPANSION OF
JELLYSTONE CAMPGROUND, FOR PARCEL ID'S 104-04-22-04-018-000, 104-04-22-
04-014-000, 104-04-22-04-028-000 & 104-04-22-04-029-020 WHICH IS LOCATED ON
THE NORTH SIDE OF 7 MILE ROAD, IN THE VILLAGE OF CALEDONIA**

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, BEAR COUNTRY HOLDINGS, LLC, a Wisconsin limited liability company, owner of the property has submitted/will submit an application for approval of a Concept Plan, Conditional Use Permit, Land Use Plan Amendment, Re Zoning Request, Storm Water Management Plan, Site Grading & Drainage Plan, Sanitary Sewer Plans, and Water Main Plans for parcels 104-04-22-04-018-000, 104-04-22-04-014-000, 104-04-22-028-000 & 104-04-22-04-029-020 which is located on the north side of 7 Mile Road, in the Village of Caledonia.

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 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 19th day of February, 2018.

VILLAGE OF CALEDONIA

By: _____

James R. Dobbs
Village President

Attest: _____

Karie Torkilsen
Village Clerk

**PRE-DEVELOPMENT AGREEMENT
FOR PROPOSED DEVELOPMENT / EXPANSION OF JELLYSTONE CAMPGROUND**

THIS AGREEMENT is entered into between the VILLAGE OF CALEDONIA, a municipal corporation located in Racine County, Wisconsin (“the Village”), and BEAR COUNTRY HOLDINGS, LLC, a Wisconsin limited liability company (“Developer”), with regard to a proposed development for the expansion Jellystone Campground proposed to be located on a part of Parcel Id. Nos. 10404220401018000, 104042204014000, 104042204028000, and 104042204029020, vacant land on the north side of 7 Mile Road, in the Village of Caledonia (“the Development”):

RECITALS

1. The Developer desires to commence development of the above lands within the Village and to obtain Village approval of this development in accordance with applicable State laws, and the Village’s Code of Ordinances.

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 agrees to be 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 Developer understands that the planning, legal and/or engineering consultants retained by the Village are acting exclusively on behalf of the Village and not the 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 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 20th day of FEBRUARY, 2018

BEAR COUNTRY HOLDINGS, LLC

By: Randy Isaacson

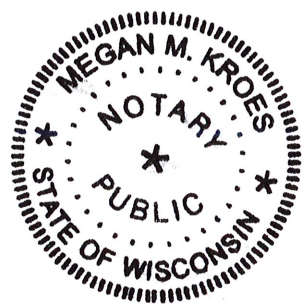
Name: RANDOLPH C ISAACSON

Title: MANAGING MEMBER

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this 2nd day of February, 2018, the above-named Randy Isaacson, the Managing member of Bear Country Holdings, LLC to me known to be the person who executed the foregoing instrument on behalf of the said corporation and acknowledged the same as the act and deed of the limited liability company.

Notary Public, Racine County, WI
My Commission: July 3, 2019



VILLAGE OF CALEDONIA

By: _____
Bob Bradley, President

Attest: _____
Karie Torkilsen, Clerk

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this _____ day of _____, 20____, the above-named Bob Bradley 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.

Notary Public, Racine County, WI
My Commission: _____

This instrument drafted by:
Elaine Sutton Ekes

VILLAGE OF CALEDONIA

5043 CHESTER LANE
RACINE, WI 53402

Receipt

Date	Receipt No.
2/6/2018	27992

Received From
BEAR COUNTRY, INC 8425 HIGHWAY 38 CALEDONIA, WI 53108

Check No.	Payment Method	Receipt By
9343	CHECK	JLJ

Description	Amount
G/L ACCOUNT 2083 - PREDEVELOPMENT AGREEMENT 04220401018000, 042204014000, 042204028000, 04220429020	2,000.00
Thank you for your payment.	
Total	\$2,000.00