

VILLAGE OF TWIN LAKES
Resolution R2021-04-01

**A RESOLUTION DETERMINING THAT THE 4TH AMENDMENT TO
THE PLANNED UNIT DEVELOPMENT AGREEMENT SUBMITTED
BY THELEN SAND AND GRAVEL, INC., DOES NOT CONSTITUTE A
“SUBSTANTIAL ALTERATION” AND APPROVING THE SAME**

The Plan Commission of the Village of Twin Lakes, Wisconsin resolves as follows:

WHEREAS, the Village of Twin Lakes (Village) and Thelen Sand & Gravel, Inc. (Thelen) executed a Planned Unit Development Agreement (Agreement) on November 27, 2006; and,

WHEREAS, in the Agreement, the Village authorized Thelen Sand & Gravel to begin mining 1,220 acres of property within the boundaries of the Village of Twin Lakes; and,

WHEREAS, pursuant to the 3rd Amendment, Thelen and the Village subsequently annexed in and added additional acreage to the mining operation; and,

WHEREAS, Thelen and the Village desire to further amend the Agreement (4th Amendment, Exhibit A hereto) to address the additional lands added to the PUD under the 3rd Amendment, to clarify the terms of the Agreement regarding the well guaranty as to the annexed lands, to extend the term of the Agreement to match the adjusted term for mining, and to set the payment increases for the mining that occur during the additional mining years; and,


WHEREAS, Sections 17.18.140 and 17.18.160 of the Code of Ordinances for the Village of Twin Lakes provide that any subsequent change or addition to previously approved plans or uses shall first be submitted for approval to the Village Building Inspector and the Plan Commission and if, in the opinion of either, such change or addition constitutes a “substantial alteration” of the original plan, a joint public hearing before the Village Board and Plan Commission shall be required; and,

WHEREAS the Plan Commission, on February 24, 2021, preliminarily considered the matter and determined that it did not consider the proposed changes so substantial as to require a new joint public hearing, and the Building Inspector subsequently reached the same conclusion.

NOW, THEREFORE, BE IT RESOLVED, that the Plan Commission, after reviewing the information submitted by Thelen, and after receiving the decision of the Village’s Building Inspector, hereby determines that attached Exhibit A 4th Amendment does not constitute a substantial alteration to the approved PUD plans, and is hereby approved.

Dated this 15 day of April, 2021.


Howard K. Skinner, Plan Commission Chair


Sabrina Waswo, Village Clerk

Members Voting:

4 Aye
____ Nay
3 Absent
____ Abstained

**4th AMENDMENT TO
PLANNED UNIT DEVELOPMENT AGREEMENT
Thelen Properties**

THIS AMENDMENT TO THE PLANNED UNIT DEVELOPMENT AGREEMENT (“AMENDMENT”) is made this 14th day of April, 2021, between the VILLAGE OF TWIN LAKES, a municipal corporation located in Kenosha County, Wisconsin, (hereinafter referred to as “VILLAGE”) and THELEN SAND & GRAVEL, INC., (hereinafter referred to as “PETITIONER” or “THELEN”) and collectively, the “PARTIES”.

- A. WHEREAS, THELEN and VILLAGE entered into a Planned Unit Development Agreement (“Agreement”) dated November 27, 2006 whereby THELEN agreed to have annexed and zoned approximately One Thousand (1,240) acres of THELEN property now located in the Village of Twin Lakes, Kenosha County, hereto (hereinafter referred to as the “PUD Property”);
- B. WHEREAS, THELEN and VILLAGE amended the Planned Unit Development Agreement (“Amendment to the Agreement”) dated March 24, 2009 whereby THELEN agreed to have annexed and zoned an additional (26) acres of THELEN property now located in the Village of Twin Lakes, Kenosha County, hereto (hereinafter referred to as the “PUD Property”);
- C. WHEREAS, THELEN and VILLAGE amended the Planned Unit Development Agreement (“2nd Amendment to the Agreement”) dated August 19, 2009 whereby THELEN removed 2.5 acres of THELEN property from the PUD Property, hereto (hereinafter referred to as the “PUD Property”);

involve substantial artificial light and further does not require conveyor operation for transportation of mining-related materials or any earth moving activities. Further, the conveyor will not start for operational purposes prior to thirty (30) minutes to designated hours of operation. Security and operational lighting will be installed with cut-off shields to direct lighting away from existing residential areas, with operational lighting being extinguished outside regular hours of operation;

(B) Section 6(j) of the Agreement is hereby amended to state:

“All extraction of minerals shall cease no more than thirty (30) years after mining has commenced after all WDNR and any and all other permits are issued, to allow the PETITIONER to commence its mining operation. Upon completion of all mining activity on the Property, the PETITIONER shall have twenty-four (24) months to complete PETITIONER’s final reclamation of the portion of the Property which the PETITIONER has mined.”

(C) Section 7 is amended to state:

“The PETITIONER agrees to provide a well guarantee to the affected properties within the Village in the form attached hereto as Exhibit E.”

(D) Section 12 is amended in part to revise the duration from 25-years to 35-years.


(E) Section 14 is amended to incorporate the 10 additional years of extraction under the Agreement as follows:

- Years 21 to 25: \$0.32 per cubic yard.
- Years 26 to 30: \$0.34 per cubic yard.

IN WITNESS WHEREOF, the Parties hereunto have caused this Amendment to be duly executed as of the day and year first above written.

Accepted and approved pursuant to the authority of the VILLAGE Board.

VILLAGE OF TWIN LAKES

By: 
Howard K. Skinner,
VILLAGE President

ATTEST:


Sabrina Waswo, VILLAGE Clerk

THELEN SAND & GRAVEL, INC.

By: _____
Its: _____

ATTEST:
