

1. Agenda

Documents:

[VB-010621 \(AGENDA\).PDF](#)

2. Meeting Materials

Documents:

[JAN-6-2021-PACKET \(MEETING PACKET\).PDF](#)



HERITAGE
COMMUNITY
OPPORTUNITY

VILLAGE OF MOUNT HOREB

E. Main Street
Mount Horeb, WI 53572
Phone: (608) 437-6884 Fax: (608) 437-3190
Email: mhinfo@mounthorebwi.info Web: mounthorebwi.info

THE JANUARY 6, 2021 VILLAGE BOARD MEETING WILL BE HELD VIRTUALLY. YOU CAN WATCH THE MEETING LIVE VIA THE VILLAGE WEBSITE BY CLICKING "WATCH LIVE" UNDER THE TROLLWAY TV GRAPHIC ON THE RIGHT SIDE OF THE HOME PAGE AT WWW.MOUNTHOREBWI.INFO. THE MEETING IS ALSO BROADCAST LIVE ON MHTC CHANNEL 181 AND CHARTER CHANNEL 981. YOU CAN ALSO JOIN THE MEETING USING THE FOLLOWING:

Please join my meeting from your computer, tablet or smartphone:

<https://global.gotomeeting.com/join/665432253>

You can also dial in using your phone:

United States: +1 (312) 757-3121 Access Code: 665-432-253

VILLAGE BOARD WEDNESDAY, JANUARY 6, 2021

The Village Board of the Village of Mount Horeb will meet virtually on the above date at 7:00pm. Agenda as follows:

- 1) Call to order
Roll call
- 2) Consent Agenda:
 - a) December 2, 2020 Village Board minutes
 - b) Operator's License: Nicole Ranum
 - c) Extraterritorial jurisdiction Certified Survey Map for James Leuzinger/Z&L Properties LLC, Section 13 Town of Blue Mounds
 - d) Rezones/CSM for Town of Blue Mounds as recommended by ETZ Committee: Jeremy/Crystal Charles, Elizabeth Hackett
- 3) Consider Kwik Trip requests:
 - a) Ordinance 2020-20, "AN ORDINANCE PROVIDING FOR THE DIRECT ANNEXATION OF A PORTION OF THE TOWN OF SPRINGDALE TO THE VILLAGE OF MOUNT HOREB, DANE COUNTY, WISCONSIN"
 - b) Annexation Agreement
 - c) Ordinance 2020-19, "AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF LOT 1 CSM 14813 TO PB PLANNED BUSINESS WITH PD-1 PLANNED DEVELOPMENT" with Specific Implementation Plan

- 4) Discussion/consideration of 2021 Streetery Program
- 5) Consider Mission, Vision Statement, and Core Values
- 6) Discussion/Consideration Repeal of ETZ Ordinance and appointment of Taskforce
- 7) Village President's report
- 8) Village Administrator's report
- 9) Village Clerk/Deputy Treasurer's report
- 10) Adjourn

UPON REASONABLE NOTICE, EFFORTS WILL BE MADE TO ACCOMMODATE THE NEEDS OF DISABLED INDIVIDUALS THROUGH APPROPRIATE AIDS AND SERVICES. FOR INFORMATION OR TO REQUEST THIS SERVICE, CONTACT ALYSSA GROSS, CLERK, AT 138 E MAIN STREET, MOUNT HOREB, WI (608) 437-9404.



HERITAGE
COMMUNITY
OPPORTUNITY

VILLAGE OF MOUNT HOREB

E. Main Street
Mount Horeb, WI 53572
Phone: (608) 437-6884 Fax: (608) 437-3190
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**VILLAGE OF MOUNT HOREB
VILLAGE BOARD MEETING MINUTES
DECEMBER 2, 2020**

The Village Board met in regular session via virtual meeting due to the COVID-19 pandemic.

Call to Order/Roll Call: Village President Randy Littel called the meeting to order at 7:00pm. Present were Trustees Fendrick, Czyzewski, Boehnen, Hill, and Scott. Trustee Jackson was absent. Also present were Administrator Nic Owen, Assistant Administrator Kathy Hagen, and Clerk/Deputy Treasurer Alyssa Gross.

Consent Agenda: Fendrick moved, Hill seconded to approve the following consent agenda items: November 4 and November 18, 2020 Village Board minutes; Operator's License: Brittany Massey, Mollie Guthrie, Nicholas Kraus, and Shawn Moore; Appointment of Sarah J Best to Plan Commission/Historic Preservation Commission to replace Dave Hoffman with term expiring May 1, 2023; Pay Request No. 3 2020 Street Project to S&L Underground Inc for \$360,142.13; Deputy Treasurer/Governance Coordinator job description; Electric Superintendent job description; Electric Foreman job description; Water Utility Manager job description. Motion carried by unanimous voice vote.

Consider Ordinance 2020-17 "AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF LOT 26 STONE HAVEN ESTATES II SUBDIVISION, PARCEL 0607-072-6886-6 FROM R-3 MULTI-FAMILY RESIDENTIAL TO PD-1 PLANNED DEVELOPMENT" with Specific Implementation Plan for proposed multi-family building project: Owen explained this item. Village Planner Mike Slavney answered questions from the board. Boehnen moved, Scott seconded to approve the ordinance. Motion carried by unanimous voice vote.

Consider Resolution 2020-30, "ADOPTION OF THE VILLAGE OF MOUNT HOREB 2020-2025 COMPREHENSIVE OUTDOOR RECREATION PLAN": Vandewalle & Associates Project Manager Ben Rohr presented the Comprehensive Outdoor Recreation Plan. Village Planner Mike Slavney was also present to address questions. Scott moved, Fendrick seconded to approve the plan. Motion carried by unanimous voice vote.

Discussion regarding Public Safety Committee recommendations for ordinance changes to Chapter 7 Traffic Code and Chapter 9 Public Peace and Good Order: Chief Vierck and Trustee Fendrick explained the proposed changes to the code. The board gave feedback on those changes. The full amended code will come to the board for approval once the recodification is complete. No action was taken.

Update/Discussion on Evaluation Process for Streetery Program: Owen gave an update on the evaluation process and addressed comments from the board.

Village President's report: Littel thanked everyone for their efforts throughout the year and wished everyone Happy Holidays.

Village Administrator's report: Owen did not have anything to report.

Village Clerk/Deputy Treasurer's report: Gross reported on the General Election recount and informed that candidacy papers are currently available.

Adjournment: There being no further business before the Board, Scott moved, Hill seconded to adjourn the meeting at 8:17pm. Motion carried by voice vote.

Minutes by Alyssa Gross, Clerk/Deputy Treasurer

Future Land Use ETJ View

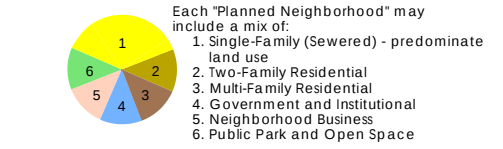
4a

Mount Horeb Comprehensive Plan

- Village of Mount Horeb Boundary
- Town Boundaries
- Extraterritorial Jurisdiction Boundary
- Current Urban Service Area Boundary
- Potential Future Urban Service Area Boundary

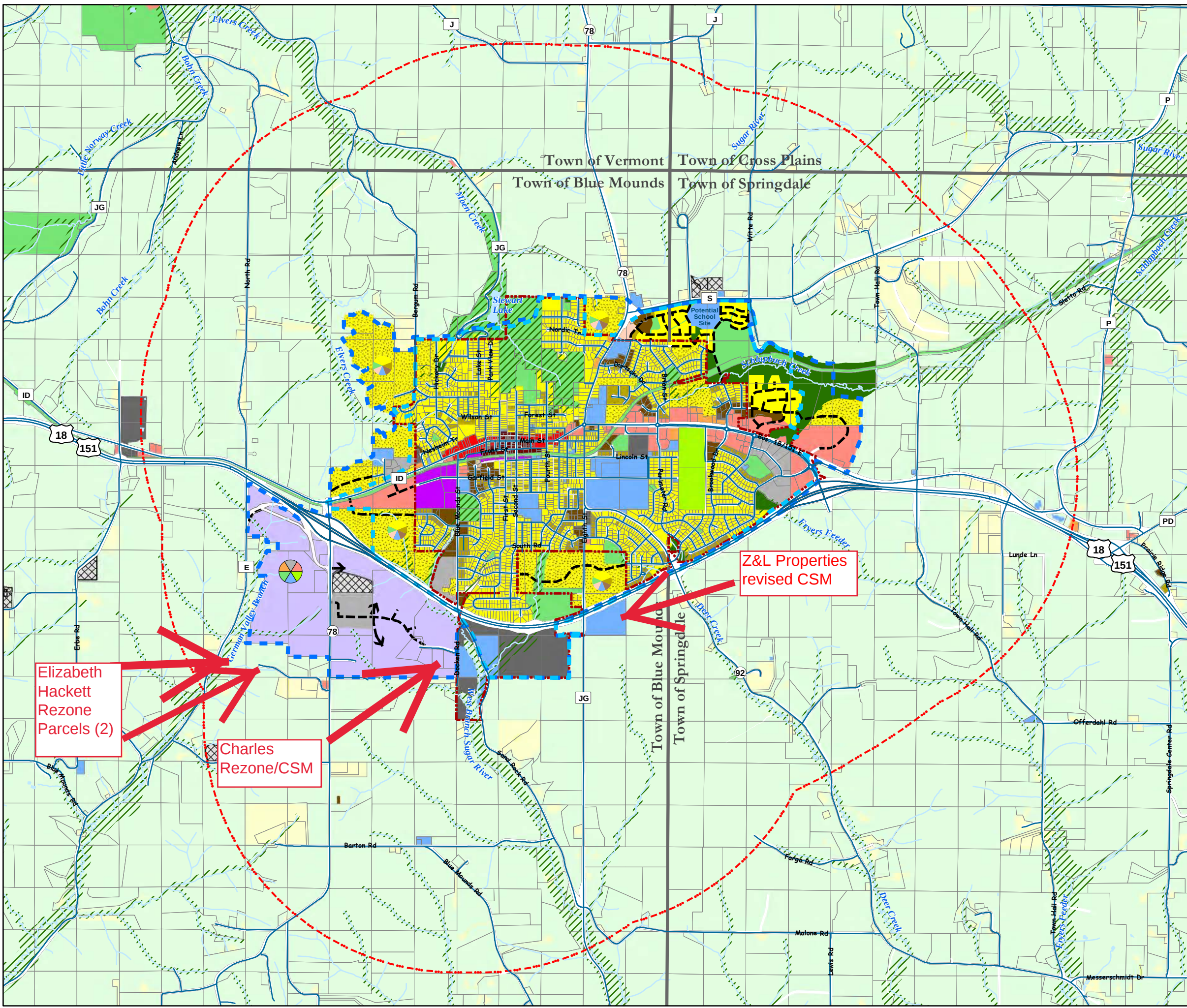
- Right of Way
- Potential Future Roads
- Surface Water

- Land Use Categories
- Agriculture and Vacant
 - Single-Family Residential (Unsewered)
 - Single-Family Residential (Sewered)
 - Two-Family Residential
 - Multi-Family Residential
 - Elderly Housing Residential
 - Planned Neighborhood

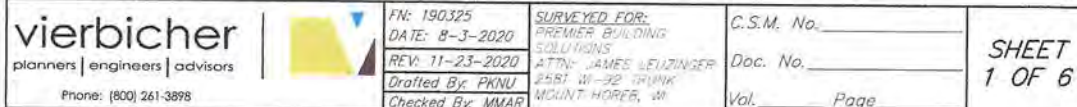


- Central Business
- Main Street Business
- Neighborhood Business
- Planned Business
- Recreation Business
- Planned Office
- Planned Mixed Use
- Planned Business Park
- Planned Industrial
- General Industrial
- Government and Institutional
- Extraction
- Public Park and Open Space
- Conservancy
- Environmental Corridor

- Business Park may include:
1. Planned Industrial
 2. Planned Business
 3. Recreation Business
 4. Government and Institutional
 5. Public Park and Open Space
 6. Planned Office



UNPLATTED LANDS BEING PART OF THE NW ¼ OF THE SE ¼ OF SECTION 13,
TOWNSHIP 06 NORTH, RANGE 06 EAST, TOWN OF BLUE MOUNDS, DANE COUNTY, WISCONSIN



CERTIFIED SURVEY MAP No.

UNPLATTED LANDS BEING PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 13,
TOWNSHIP 06 NORTH, RANGE 06 EAST, TOWN OF BLUE MOUNDS, DANE COUNTY, WISCONSIN

Line Table		
LINE NO.	DIRECTION	LENGTH
L1	N00°08'45"E	98.67'
L2	S89°22'06"E	34.02'
L3	N15°20'37"E	103.85'
L4	N65°22'11"E	41.86'
L5	S89°48'24"W	33.98'
L6	N00°10'20"E	98.18'
L7	N15°20'37"E	24.51'
L8	N15°20'37"E	68.44'
L9	N15°20'37"E	10.90'
L10	N00°11'36"W	121.31'

Recorded As Line Table		
LINE NO.	DIRECTION	LENGTH
L1	(N00°14'52"W)	(98.44')
L2	(N89°43'57"E)	(33.95')
L3	(N14°55'20"E)	(103.61')
L4	(N64°54'35"E)	(41.92')

Curve Table					
Curve No.	Length	Radius	Delta	Chord Length	Chord Bearing
C1	212.31'	317.00'	38°22'28"	208.37'	N70° 48' 46"E
C2	256.52'	383.00'	38°22'28"	251.75'	S70° 48' 46"W

NOTES:

1) LANDS WITHIN THIS CERTIFIED SURVEY MAP ARE SUBJECT TO A BLANKET TELEPHONE EASEMENT TO MOUNT HOREB TELEPHONE COMPANY PER DOCUMENT NUMBER 1904697.

2) OUTLOT 1 AREA = 18,111 SQ. FT. OR 0.416 ACRES MORE OR LESS

3) SHOULD LOT 4 OF THIS CERTIFIED SURVEY MAP BE FURTHER SUBDIVIDED INTO ADDITIONAL LOT(S) AND/OR OUTLOT(S), THE TEMPORARY PUBLIC ROADWAY TURNAROUND EASEMENT DEPICTED ON SHEET 3 SHALL AUTOMATICALLY TERMINATE WITH THE DEDICATION OF ADDITIONAL RIGHT-OF-WAY FOR RED FOX DRIVE AND THE RECORDING OF SAID LAND DIVISION WITH THE REGISTER OF DEEDS.

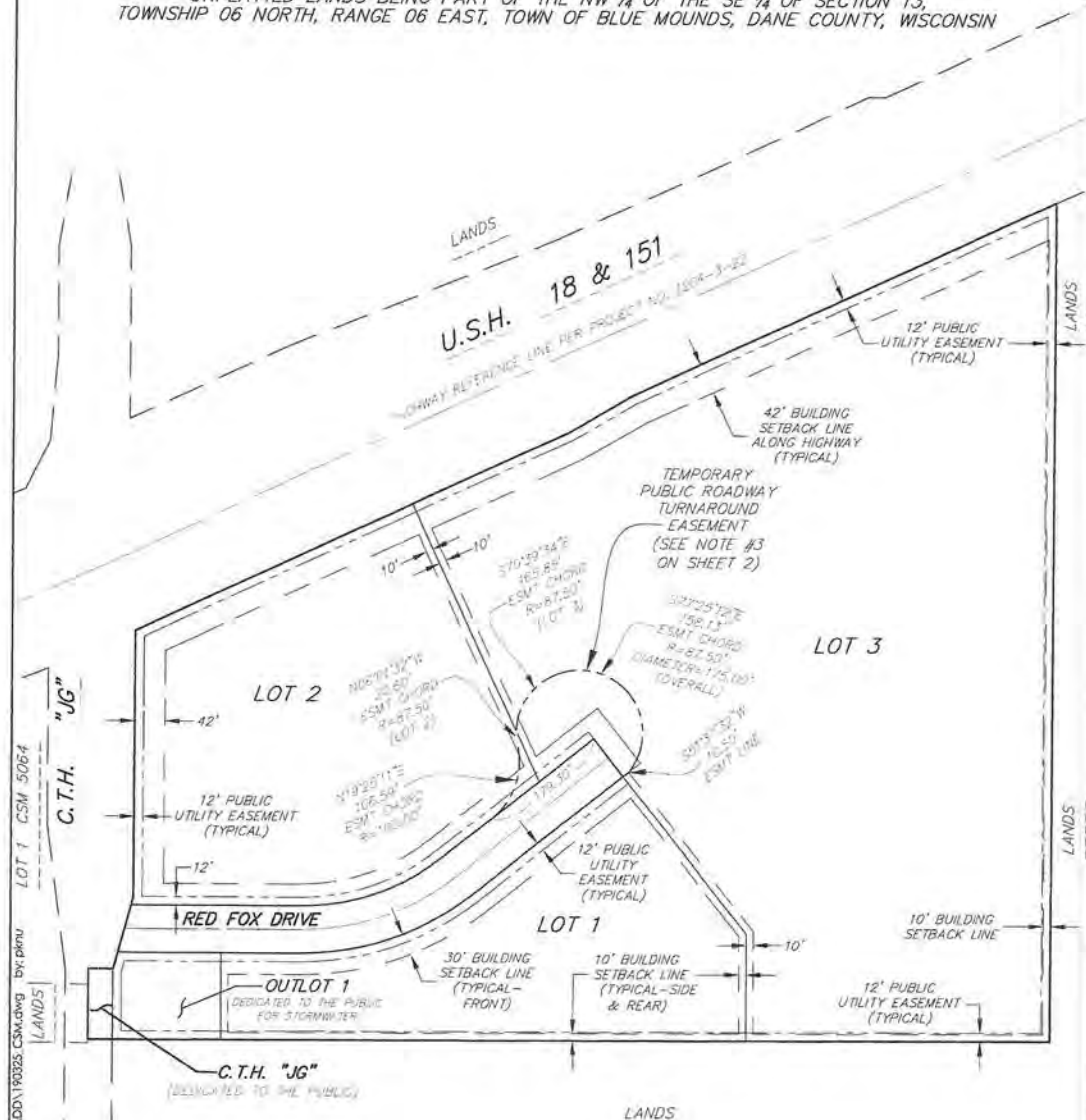
4) NO RIGHT OF ACCESS TO U.S.N. 18/151 PER DOCUMENT NO. 1768026.

M:\Premier Building Solutions\190325 Blue Mounds Development\CADD\190325_CSM.dwg by pmu



CERTIFIED SURVEY MAP No.

UNPLATTED LANDS BEING PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 13,
TOWNSHIP 06 NORTH, RANGE 06 EAST, TOWN OF BLUE MOUNDS, DANE COUNTY, WISCONSIN



LEGEND

- NO VEHICULAR ACCESS TO
U.S.H. 18/151 & C.T.H. JG
- PUBLIC UTILITY EASEMENTS
12' WIDE
- BUILDING SETBACK LINES PER
THE TOWN FOR COMMERCIAL
ZONED LOTS
42' - HIGHWAY
30' - FRONT
10' - SIDE & REAR

BEARINGS ARE BASED UPON THE
WISCONSIN COUNTY COORDINATE
SYSTEM, DANE COUNTY,
THE WEST LINE OF THE SE 1/4 OF
SECTION 13-08-06 MEASURED
AS BEARING N00°28'42"E



SCALE: 1"=200'

GRAPHIC SCALE FEET



vierbicher
planners | engineers | advisors



FN: 190325
DATE: 8-3-2020
REV: 11-23-2020
Drafted By: PKNU
Checked By: MMAR

SURVEYED FOR:
PREMIER BUILDING
SOLUTIONS
ATTN: JAMES LEUINGER
2581 W-92 TRUNK
MOUNT HOREB, WI

C.S.M. No. _____

Doc. No. _____

Vol. _____ Page _____

**SHEET
3 OF 6**

Phone: (800) 261-3898

CERTIFIED SURVEY MAP No.

UNPLATTED LANDS BEING PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 13,
TOWNSHIP 06 NORTH, RANGE 06 EAST, TOWN OF BLUE MOUNDS, DANE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Paul R. Knudson, Professional Land Surveyor, hereby certify: That in full compliance with the provisions of Section 236.34 of the Wisconsin Statutes and the subdivision regulations of the Town of Blue Mounds, and under the direction of Z & L Properties, LLC, owner of said land, I have surveyed, divided and mapped this Certified Survey Map; that such Certified Survey Map correctly represents all exterior boundaries of the land surveyed and the division of that land in accordance with the information provided; and that this land is Part of the Northwest 1/4 of the Southeast 1/4 of Section 13, Township 06 North, Range 06 East, Town of Blue Mounds, Dane County, Wisconsin, described as follows:

Commencing at the South Quarter Corner of said Section 13; thence N00°08'45"E, 1329.09 feet along the west line of said SE 1/4 to the Point of Beginning; thence continuing N00°08'45"E, 98.67 feet along said west line; thence S89°22'06"E, 34.02 feet to the east right-of-way of County Trunk Highway "JG"; thence N15°20'37"E, 103.85 feet along said east right-of-way; thence N00°06'34"E, 369.52 feet along said east right-of-way to the southeasterly right-of-way of United States Highway 18 and 151; thence the following four courses along said southeasterly right-of-way; thence N65°22'11"E, 41.86 feet; thence N65°06'50"E, 618.19 feet; thence N59°23'52"E, 100.40 feet; thence N65°06'50"E, 646.68 feet to the east line of said NW 1/4 of the SE 1/4; thence S00°05'55"W, 1164.31 feet along the east line of said NW 1/4 of the SE 1/4 to the southeast corner of lands described in a warranty deed recorded as document number 5602035; thence S89°48'24"W, 1332.36 feet along the south line of lands described in said document number 5602035 to the Point of Beginning.

Said description contains 1,107,843 square feet or 25.433 acres, more or less.

Vierbicher Associates, Inc.
By: Paul R. Knudson

Dated this 3rd day of August, 2020.
Revised this 23rd day of November, 2020.

Signed: _____
Vierbicher Associates, Inc.
Paul R. Knudson, P.L.S. No. 1556

W:\Premier Building Solutions\190325 Blue Mounds Development\CADD\190325 CSMap.dwg by: pknu

vierbicher
planners | engineers | advisors
Phone: (800) 261-3896



FN: 190325
DATE: 8-3-2020
REV: 11-23-2020
Drafted By: PKNU
Checked By: MMAR

SURVEYED FOR:
PREMIER BUILDING
SOLUTIONS
1531 W. 152ND TRUNK
MOUNT WISCONSIN, WI

C.S.M. No. _____

Doc. No. _____

Vol. _____ Page _____

SHEET
4 OF 6

CERTIFIED SURVEY MAP No.

UNPLATTED LANDS BEING PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 13,
TOWNSHIP 06 NORTH, RANGE 06 EAST, TOWN OF BLUE MOUNDS, DANE COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

Z & L Properties, LLC, a Wisconsin limited liability company, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that we caused land described on this Certified Survey Map to be surveyed, divided, mapped, and dedicated as represented hereon. We further certify that this Certified Survey Map is required by S. 236.34 Wisconsin Statutes, to be submitted to the Town of Blue Mounds and the Village of Mount Horeb for approval.

IN WITNESS WHEREOF, the said Z & L Properties, LLC, has caused these presents to be signed by Scott D. Zahler, its _____, at Mount Horeb, Wisconsin, on this _____ day of _____, 20____.

In the Presence of:

Z & L PROPERTIES, LLC

By: _____
Scott D. Zahler, _____ (Title)

State of Wisconsin)
) ss
County of Dane)

Personally came before me this _____ day of _____, 20____, the above named, Scott D. Zahler, _____ of the above named Z & L Properties, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission Expires: _____

M:\Premier Building Solutions\190325_Blue Mounds Development\CADD\190325_CSM.dwg by: pku



CERTIFIED SURVEY MAP No. _____

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TOWNSHIP 06 NORTH, RANGE 06 EAST, TOWN OF BLUE MOUNDS, DANE COUNTY, WISCONSIN

VILLAGE OF MOUNT HOREB APPROVAL:

This Certified Survey is hereby acknowledged and accepted by the Village Board of the Village of Mount Horeb, Dane County, Wisconsin on this _____, 20____.

Alyssa Gross, Village Clerk

TOWN OF BLUE MOUNDS APPROVAL:

This Certified Survey, including any dedications shown thereon, has been duly approved by the Town Board of the Town of Blue Mounds, Dane County, Wisconsin, on _____, 20____.

Mike Freitag, Town Clerk

REGISTER OF DEEDS CERTIFICATE:

Received for recording on this ____ day of _____, 20____, at
____ o'clock ____ m., and recorded in Volume _____ of Certified Surveys
on Pages _____ as Document Number _____.

Kristi Chlebowska, Dane County Register of Deeds

vierbicher
planners | engineers | advisors

Phone: (800) 261-3898



FN: 190325
DATE: 8-3-2020
REV: 11-23-2020
Drafted By: PKNU
Checked By: MMAR

SURVEYED FOR:
PREMIER BUILDING
SOLUTIONS
ATTN: JAMES LEVINSKY
4381 W-32 BLANK
MOUNT HOREB, WI

C.S.M. No. _____

Doc. No. _____

Vol. _____ Page _____

SHEET
6 OF 6

Mc:\Premier Building Solutions\190325 Blue Mounds Development\CADD\190325_CSM.dwg by: pknu

**Ordinance No. Z 2020-7
(Jeremy and Crystal Charles)
Town of Blue Mounds**

WHEREAS, The Town of Blue Mounds has given notice and set a time for hearing as provided by Wisconsin Statutes, for the purpose of considering the rezoning of certain land in the Town of Blue Mounds, Dane County, Wisconsin; and

WHEREAS, it appearing that at least ten (10) days notice has been given by publication in the official paper as a Class 2 Notice under Chapter 985 of the Wisconsin Statutes; and

WHEREAS, it appearing that a hearing has been had giving the opportunity to any person intended to be heard;

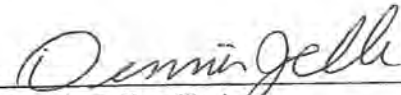
NOW, THEREFORE, the Town Board of the Town of Blue Mounds, Dane County, Wisconsin, do ordain as follows:

That Town Zoning Maps be amended so that the following parcel in the Town of Blue Mounds, Dane County, Wisconsin, be and are hereby deemed to be approved as rezoning of current Parcel # 0606-144-9135-0 as follows and that the Zoning Map, Town of Blue Mounds, Dane County, Wisconsin, contain notations and references to this effect:

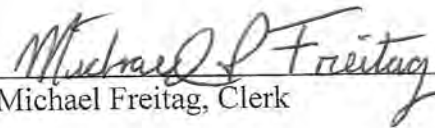
For parcel listed above define as follows:

Lot 3 on Certified Survey Map #12948 enclosed – approximately 5.018 Acres from RH-2 Rural Homes District (Legacy) to SFR – Single Family Residential Zoning District.

This Ordinance shall become effective upon passage and publication.


Dennis Jelle, Chairman

Dated 10/12/2020


Michael Freitag, Clerk

Dated 10/12/2020

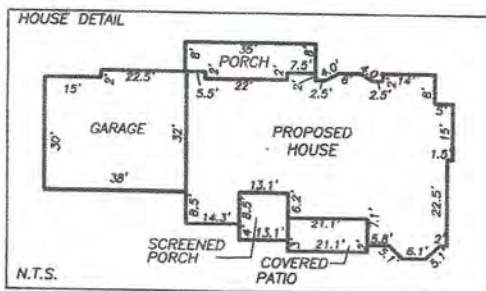
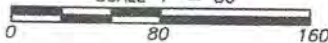
**BIRRENKOTT
SURVEYING, INC.**

P.O. Box 237
1677 N. Bristol Street
Sun Prairie, WI. 53590
Phone (608) 837-7463
Fax (608) 837-1081

Description:

LOT 3, LOT 3, CERTIFIED SURVEY
MAP NO. 12948, LOCATED IN THE
SOUTHEAST 1/4, NORTHEAST 1/4
OF SECTION 14, T6N, R6E, TOWN
OF BLUE MOUNDS, DANE COUNTY,
WISCONSIN.

SCALE 1" = 80'



Surveyed For:

Alterra Design Homes, LLC
2972 Cty Hwy 'MM'
Fitchburg, WI 53711
(608) 212-0386

CLIENT'S CERTIFICATE:

I hereby certify that this survey represents the correct placement and dimensioning of the house and driveway within said lot.

Sign and Date _____



Sq. ft. of Driveway
5,988.1 sq. ft.

Sq. ft. of Private Walkway
139.8 sq. ft.

Sq. ft. of Patio
312.0 sq. ft.

All Square Footages are Approximate and Subject to Change on Final Construction. Not to be Used for Construction Estimation

Sq. ft. of Lot
206,896 sq. ft.

Legend:

— — — — — = Building Setback Line
● = 1" Iron Pipe (per plat)

Dated: February 27, 2020
Dated: November 14, 2019
Dated: October 30, 2019
Surveyed:
Drawn: B.T.S.
Checked: B.S.S.
Approved: D.V.B.
Field book:
Comp. File: J:\2019\CARLSON
Office Map No. 190946

For your/our protection...have the Building Inspector/Developer sign off on the Plot (site) Plan accepting the Plan as correctly meeting setback and deed restrictions for the parcel PRIOR to staking. Note: Plot Plan MUST BE APPROVED by the governing Municipal Building Authority. ANY staking, without municipal/Developer approval, may be subject to change at the client's expense.

Surveyor has not field verified elevations and can not certify to their accuracy. Elevations have been provided and determined by the client. Contractors and excavators are to field verify and establish site grades.

SHEET 1 OF 1

4/29/2020
CURRENTLY
ZONED RA-2
CMM



Jeremy Charles
9799 Roger Road
Blue Mounds, WI 53517

Currently zoned RH-2 (Legacy zoning). Owner has built a new home on this parcel and now wishes to rezone into current Town of Blue Mounds zoning. New designation would be SFR – Single Family Residence. This is consistent with the Land Use of adjoining and nearby parcels.

Ordinance No. Z 2020-8
(Elizabeth Hackett)
Town of Blue Mounds

WHEREAS, The Town of Blue Mounds has given notice and set a time for hearing as provided by Wisconsin Statutes, for the purpose of considering the rezoning of certain land in the Town of Blue Mounds, Dane County, Wisconsin; and

WHEREAS, it appearing that at least ten (10) days notice has been given by publication in the official paper as a Class 2 Notice under Chapter 985 of the Wisconsin Statutes; and

WHEREAS, it appearing that a hearing has been had giving the opportunity to any person intended to be heard;

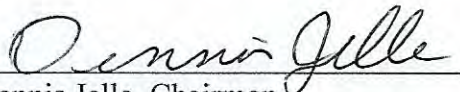
NOW, THEREFORE, the Town Board of the Town of Blue Mounds, Dane County, Wisconsin, do ordain as follows:

That Town Zoning Maps be amended so that the following parcels in the Town of Blue Mounds, Dane County, Wisconsin, be and are hereby deemed to be approved as rezoning of current Parcels # 0606-154-9050-3 and #0606-153-9770-3 as follows respectively and that the Zoning Map, Town of Blue Mounds, Dane County, Wisconsin, contain notations and references to this effect:

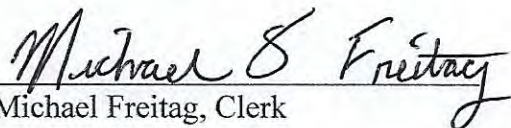
For parcels listed above rezone and define as follows:

Parcel # 0606-154-9050-3 approximately 31.9 acres from A-1(EX) Legacy to AG-Agriculture Zoning District and; Parcel #0606-153-9770-3 approximately 24.8 acres from A-1(EX) Legacy to AG-Agriculture Zoning District with the creation of a 6 acre parcel as defined as Lot 1 on enclosed CSM to be zoned SFR-Single Family Residential Zoning District.

This Ordinance shall become effective upon passage and publication.


Dennis Jelle, Chairman

Dated 11/9/2020


Michael Freitag, Clerk

Dated 11/17/2020

ORDINANCE 2020-20
VILLAGE OF MOUNT HOREB

AN ORDINANCE PROVIDING FOR THE DIRECT ANNEXATION
OF A PORTION OF THE TOWN OF SPRINGDALE TO THE
VILLAGE OF MOUNT HOREB, DANE COUNTY, WISCONSIN

RECITALS

- A. On or about October 20, 2020, a petition to annex (the “Annexation Petition”) the property described in and shown on Exhibit A (the “Property”) to the Village of Mount Horeb was filed with the Village Clerk by the owner of the Property, The Elmer C. Baker and Norma J. Baker Joint Revocable Trust (the “Owner”).
- B. On or about October 20, 2020, the Owner owned all of the real property within the Property. No electors reside within the Property. The current population of the Property is zero.
- C. A copy of the Annexation Petition, together with a scale map and a legal description of the Property, was filed with the Wisconsin Department of Administration and the Town Clerk of the Town of Springdale.
- D. The Village has considered the recommendations, if any, that the Department of Administration has made regarding the annexation.

NOW THEREFORE, the Village Board of the Village of Mount Horeb, Dane County, do ordain as follows:

ORDINANCE

- 1. Property Annexed. In accordance with Wis. Stat. § 66.0217, the Village Board approves the annexation of the Property.
- 2. Effect of Annexation. From and after the effective date, the Property shall be a part of the Village of Mount Horeb for any and all purposes provided by law, and all persons coming or residing within such Property shall be subject to all ordinances, rules, and regulations governing the Village of Mount Horeb.
- 3. Ward Designation. From and after the effective date, the Property annexed by this Ordinance shall be incorporated into Ward No. 3 of the Village.

4. Clerk Duties. From and after the effective date, the Village Clerk is hereby directed to provide notice and copies of this Ordinance pursuant to the applicable Wisconsin Statutes.
5. Zoning. From and after the effective date, the Property shall be initially and temporarily zoned in the A-1 Agricultural District pursuant to section 17.34 of the Village Code.
6. Payment to Town of Springdale. Pursuant to Wis. Stat. § 66.0217(14)(a)1., the Village agrees to pay annually to the Town of Springdale, for five (5) years, an amount equal to the amount of property taxes that the Town of Springdale levied on the Property as shown by the 2021 tax roll.
7. Effective Date. This Ordinance shall take effect upon passage and publication as provided by law.
8. Recitals incorporated. The representations and recitations set forth in Recitals are material to this Ordinance and are hereby incorporated into and made a part of this Ordinance as though they were fully set forth in this paragraph.

The above ordinance was duly adopted by a two thirds (2/3) majority vote of the elected members of the Village Board of the Village of Mount Horeb at a regular meeting held on January 6, 2021.

APPROVED:

By: _____
Randy J. Littel, Village President

ATTEST:

By: _____
Alyssa Gross, Village Clerk

Attachment:

Exhibit A – Legal Description and Map of Property to be annexed

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this ____ day of _____, 2021, the above named Randy J. Littel and Alyssa Gross, to me known to be the persons who executed the foregoing instrument and acknowledged the same with authority from the Village of Mount Horeb.

(Print name)

Notary Public, State of Wisconsin

My commission: _____

This instrument drafted by:

Bryan Kleinmaier

Stafford Rosenbaum LLP

P.O. Box 1784

Madison, WI 53701-1784

EXHIBIT A

Legal Description and Map of Property

LANDS TO BE ANNEXED TO THE VILLAGE OF MOUNT HOREB

Annexation Legal Description

Lot 1 of Certified Survey Map No. 14813, recorded in the Office of the Register of Deeds for Dane County, Wisconsin on May 24, 2018, in Volume 103 of Certified Survey Maps, Pages 274-276, as Document No. 5411524, and as amended by affidavit of correction recorded on December 23, 2019 as Document No. 5550913, and a portion of Ridgeview Road Right-of-Way, being a part of the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 7, and also part of the Southwest Quarter of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 8, all in Township 6 North, Range 7 East, Town of Springdale, Dane County, Wisconsin, more particularly described as follows:

Commencing at the East Quarter Corner of aforesaid Section 7; thence South 00 degrees 23 minutes 31 seconds West, 1208.86 feet to the northeasterly Right-of-Way line of Ridgeview Road also being the Southwest corner of Lot 1 of Certified Survey Map no. 8658 recorded on August 5th, 1997 in Volume 47 of Certified Survey Maps of Dane County on Pages 286 and 287, as Document No. 2876530, and the Point of Beginning;

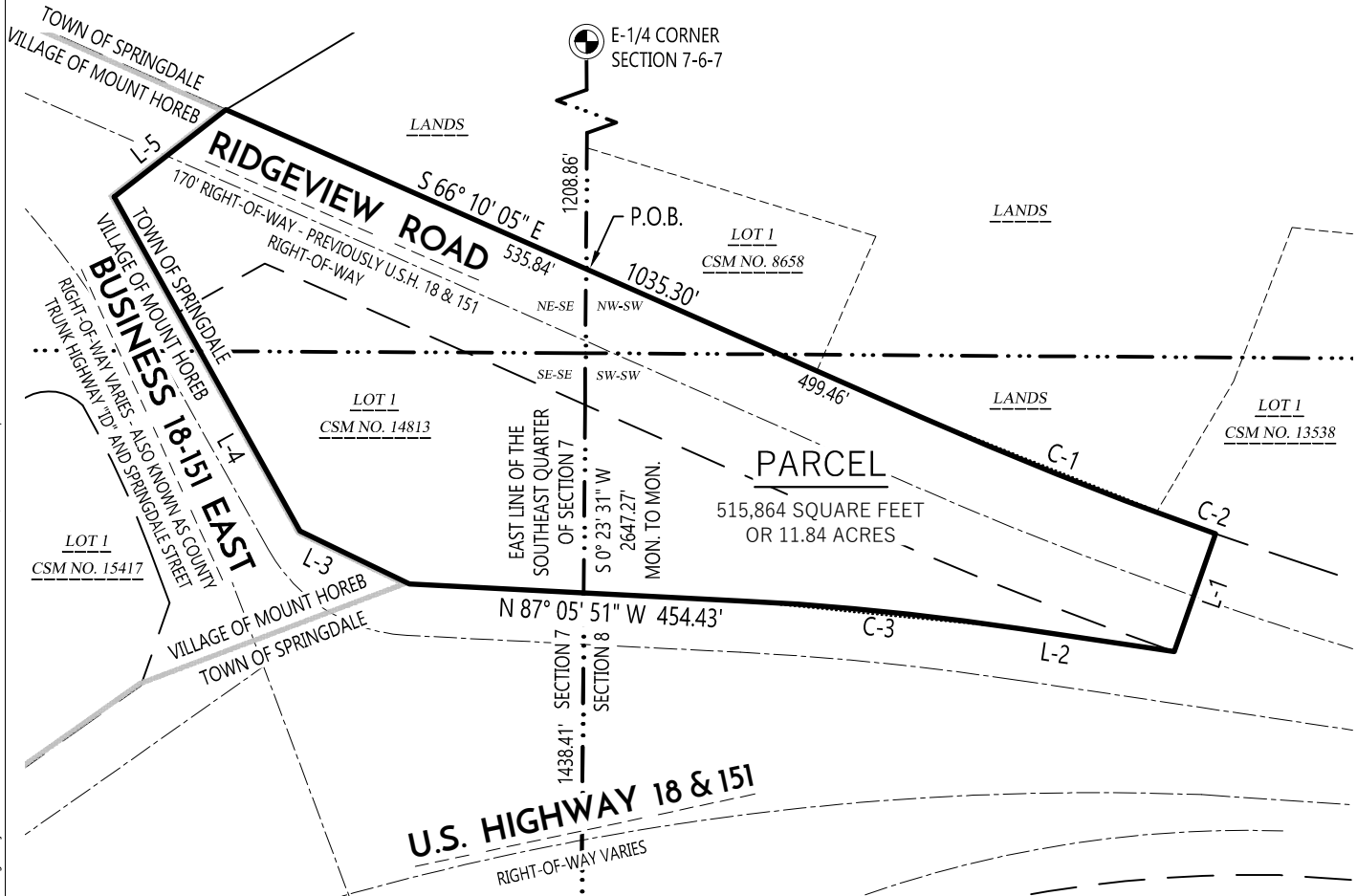
thence along said northeasterly Right-of-Way line, South 66 degrees 10 minutes 05 seconds East, 499.46 feet to a point of tangent curve on said Right-of-Way; thence continuing along said Right-of-Way 378.72 feet on the arc of a curve to the left, having a radius of 5639.65 feet and a long chord that bears South 68 degrees 11 minutes 22 seconds East, 397.89 feet to a point of compound tangent curve on said Right-of-way; thence continuing along said Right-of-Way 32.96 feet on the arc of a curve to the left, having a radius of 5639.58 feet and a long chord that bears South 70 degrees 22 minutes 43 seconds East, 32.96 feet, to a non-tangent line; ; thence South 19 degrees 24 minutes 30 seconds West, 170.00 feet to the Southwesterly line of said Ridgeview Road and the Northerly Right-of-Way of United States Highway 18 & 151 (USH 18 & 151) also being the easterly most corner of aforesaid Lot 1 of Certified Survey Map No. 14813 (CSM 14813); thence along the northerly Right-of-Way of USH 18 & 151, North 81 degrees 31 minutes 08 seconds West, 212.65 feet to a point of tangent curve on said Right-of-Way; thence continuing along said northerly Right-of-Way 378.72 feet on the arc of a curve to the left, having a radius of 3889.72 feet and a long chord bears North 84 degrees 18 minutes 29 seconds West, 378.57 feet to a tangent line on said Right-of-Way; thence continuing along said northerly Right-of-Way, North 87 degrees 05 minutes 51 seconds West, 454.43 feet to the Municipal Limits of the Village of Mount Horeb; thence continuing along said northerly Right-of-Way and the Municipal Limits of the Village of Mount Horeb, North 64 degrees 09 minutes 28 seconds West, 165.78 feet to a point on the easterly Right-of-Way of Business 18-151; thence continuing along said Municipal Limits and said easterly Right-of-Way of Business 18-151, North 29 degrees 05 minutes 31 seconds West, 520.36 feet; thence continuing along said Municipal Limits, North 52 degrees 02 minutes 25 seconds East, 192.91 feet to a point on the aforesaid northeasterly Right-of-Way of Ridgeview Road; thence along said northeasterly Right-of-Way, South 66 degrees 10 minutes 05 seconds East, 535.84 feet back to the Point of Beginning.

Said parcel contains 515,864 square feet or 11.84 acres.

EXHIBIT "A"

ANNEXATION EXHIBIT

LOT ONE(1), CERTIFIED SURVEY MAP NO. 14813, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR DANE COUNTY, WISCONSIN ON MAY 24, 2018, IN VOLUME 103 OF CERTIFIED SURVEY MAPS, PAGES 274-276, AS DOCUMENT NO. 5411524, AND AS AMENDED BY AFFIDAVIT OF CORRECTION RECORDED ON DECEMBER 23, 2019 AS DOCUMENT NO. 5550913, AND A PORTION OF RIDGEVIEW ROAD RIGHT-OF-WAY, BEING A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, AND ALSO PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 6 NORTH, RANGE 7 EAST, TOWN OF SPRINGDALE, DANE COUNTY, WISCONSIN.



LINE TABLE

LINE #	BEARING	DISTANCE
L-1	S 19° 24' 30" W	170.00'
L-2	N 81° 31' 08" W	212.65'
L-3	N 64° 09' 28" W	165.78'
L-4	N 29° 05' 31" W	520.36'
L-5	N 52° 02' 25" E	192.91'

LEGEND

- SECTION CORNER
- ANNEXATION LIMITS
- RIGHT-OF-WAY LINE
- CENTERLINE
- SECTION/QUARTER LINE
- PLATTED LINE
- MUNICIPAL LIMITS
- VILLAGE OF MOUNT HOREB / TOWN OF SPRINGDALE

EXHIBIT NOTES:

1. NORTH REFERENCE FOR THIS EXHIBIT IS BASED ON WISCONSIN COORDINATE REFERENCE SYSTEM, NAD 83 (2011) - DANE COUNTY (WISCRS-DANE), GRID NORTH. THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 7 WAS MEASURED TO BEAR S 0°23' 31" W.

CURVE TABLE

CURVE #	CURVE LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C-1	397.97'	5639.65'	4° 02' 35"	S 68° 11' 22" E	397.89'	S 66° 10' 05" E	S 70° 12' 40" E
C-2	32.96'	5639.58'	0° 20' 06"	S 70° 22' 43" E	32.96'	S 70° 12' 40" E	S 70° 32' 46" E
C-3	378.72'	3889.72'	5° 34' 43"	N 84° 18' 29" W	378.57'	N 81° 31' 08" W	N 87° 05' 51" W

WYSER
ENGINEERING

PREPARED BY:
312 EAST MAIN STREET
MOUNT HOREB, WI 53572
www.wyserengineering.com

PREPARED FOR:
KWIK TRIP, INC.
1626 OAK STREET
PO BOX 2107
LACROSSE, WI 54602

SURVEYED BY: ---
DRAWN BY: ZMR/JWS
APPROVED BY: JWS

PROJECT NO: 190663
SHEET NO: 1 of 1



ANNEXATION AGREEMENT

KWIK TRIP DEVELOPMENT

This Annexation Agreement (the “Agreement”) is made and entered into this ____ day of _____, 2021, by and between the Village of Mount Horeb, a Wisconsin municipal corporation (the “Village”), and Kwik Trip, Inc., a Wisconsin corporation (the “Developer”).

RECITALS

- A. On or about October 20, 2020, a petition to annex (the “Annexation Petition”) the property described in and shown on Exhibit A (the “Property”) to the Village of Mount Horeb was filed with the Village Clerk by The Elmer C. Baker and Norma J. Baker Joint Revocable Trust (the “Owner”).
- B. On or about October 20, 2020, the Owner owned all of the real property within the Property. No electors reside within the Property, and the current population of the Property is zero.
- C. The Annexation Petition was voluntarily filed by the Owner, and the Village has not initiated or required the annexation.
- D. The Developer and the Owner have an agreement for the subsequent purchase of the Property by the Developer from the Owner. The Developer wishes to develop the Property consistent with this Agreement.
- E. The annexation and development of the Property are consistent with the Village of Mount Horeb Comprehensive Plan (the “Comprehensive Plan”), and are necessary to provide urban services to the proposed development of the Property.
- F. The annexation and development of the Property are beneficial to the Village if accomplished in accordance with the terms of this Agreement in that such annexation and development will increase the Village’s tax base; permit the sound planning and development of the Property; and otherwise promote the general welfare of the Village.
- G. The parties desire that the Property be annexed into the Village in a manner that minimizes the cost of development to Village taxpayers and that complies with the Comprehensive Plan, the Village’s Official Map, and all Village ordinances, rules, regulations and policies.

- H. To induce the Village to annex the Property and take other actions contemplated by this Agreement, the Developer agrees to dedicate land and pay certain costs for on-site and off-site improvements.
- I. The Developer recognizes the many advantages and benefits of annexation, particularly in regard to the Village's ability to provide the full range of urban services to the Property.
- J. The Developer recognizes that it and any successor owner(s) of the Property will receive the benefits of Village services, including but not limited to, snow removal, garbage removal, street cleaning, emergency services protection, and other necessary or expected services received by Village property owners.
- K. The annexation and development of the Property will require that certain public improvements be planned and made which will serve the Property.
- L. The Mount Horeb Plan Commission conducted a public meeting on December 16, 2020, to consider the proposed annexation of the Property, and after careful review recommended to the Village Board that the Property be annexed and that the Property be zoned A-1 Agricultural District pursuant to section 17.34 of the Village Code.
- M. The annexation and development of the Property for the zoning uses described below are in compliance with the Comprehensive Plan, and will promote the sound planning and development of the Village.
- N. The parties acknowledge that they enter into this Agreement for their mutual benefit and in order to specify certain rights, obligations, conditions and liabilities which will arise in the event the annexation proceeds.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties, on behalf of themselves, their heirs, successors and assigns, agree as follows in connection with the annexation of the and development of the Property:

1. **Recitals.**

The representations and recitations set forth in the foregoing paragraphs are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph, subject to all of the terms and conditions in the balance of this Agreement.

2. **Annexation.**

- a. The Annexation Petition was voluntarily filed with the Village Clerk by the Owner and requests annexation of the Property to the Village.
- b. This Agreement is made pursuant to and in accordance with the provisions of Wis. Stat. §§ 61.34, 61.35, and 66.0217.
- c. On January 6, 2021, the Village Board approved an ordinance annexing the Property (the “Annexation Ordinance”), effective upon the Developer’s acquisition of the Property from the Owner and conditioned upon the Developer and the Village executing this Agreement. Although this Agreement may be executed prior to the Developer’s acquisition of the Property from the Owner, this Agreement becomes effective upon the Developer’s acquisition of the Property from the Owner.
- d. If the validity of the Annexation Ordinance is challenged, the Village shall be under no obligation to defend the Annexation Ordinance. Moreover, if the Annexation Ordinance is deemed invalid or otherwise voided by a court of competent jurisdiction, the Village shall not be liable to the Developer for any damages, in any form, as a result of the action.
- e. If the Annexation Ordinance becomes effective, the Developer shall reimburse the Village for any amounts the Village is required by law to pay the Town of Springdale as a result of the annexation of the Property. Any such reimbursements shall be paid within 30 days after the Village requests payment, as and when due to the Town.

3. **Zoning.**

- a. Temporary Zoning. Upon annexation, the Annexed Property shall be zoned A-1 Agricultural District pursuant to section 17.34 of the Village Code.
- b. Final Zoning of the Property. Following annexation, the parties anticipate that the Property will be rezoned to planned unit development district or other district consistent with the Comprehensive Plan.

4. **Development of the Property.**

- a. Development Agreement. The Developer agrees and acknowledges that development of the Property shall not occur until a development agreement on terms and subject to conditions satisfactory to the Village and the

Developer, in the exercise of their judgment and discretion, is executed that, among other things, incorporates the terms and conditions of this Agreement. The construction of public improvements necessary to serve the Property shall be included in the development agreement.

- b. Recapture Fees. Within thirty (30) days of the annexation of the Property, the Developer shall pay to the Village the recapture costs identified in the SmithGroup Memorandum dated December 4, 2020 attached hereto and incorporated herein as Exhibit B. For avoidance of doubt, the recapture costs to be paid to the Village by the Developer are \$20,414.40, and the Village will distribute certain costs to third parties pursuant to separate agreements.
- c. Village Fees. The Developer agrees that when the subsequent development agreement is executed for the development of the Property, the Developer shall pay all fees associated with the development, including, but not limited to, water impact fees and sewer connection fees.
- d. Water and Sewer facilities. Upon development of the Property, the Developer agrees that all water and sewer facilities shall be installed in the street right-of-way or applicable easements or outlots within the Property, per engineering plans approved by the Village.

5. Future Development Activities, Procedures and Agreements.

- a. This Agreement pertains to annexation only. Nothing in this Agreement is intended to relieve, nor should it be construed as relieving, or in any way satisfying other obligations, procedures or requirements pertaining to the future development of the Property. The obligations and responsibilities undertaken by the Developer in Section 4 are in addition to all other obligations, procedures and requirements that will pertain to future development of the Property pursuant to applicable provisions of the Village Code.
- b. The entering of this Agreement does not bind the Village to approve any land division, rezoning request, or other development activity for the Property that is not in compliance with Village ordinances and plans, or state or federal law.
- c. At the time of any subsequent land division, rezoning or development requests, the Developer agrees to comply with all applicable procedures then required by the Village Code, including, but not limited to, entering

into a separate agreement for land division improvements acceptable to the Village pursuant to the Village Code. Among other things, the agreement for land division improvements shall set forth the required dedications and improvements, shall identify the specifications and construction standards for the dedications and improvements, shall establish cost responsibilities, and shall impose financial security requirements for such improvements, all in accordance with the then current provisions of the Village Code.

6. Nature, Survival, and Transfer of Obligations.

- a. The benefits of this Agreement to the Developer are personal and shall not be assigned without the express written consent of the Village. Such approval may not be unreasonably withheld, but any unapproved assignment is void. There is no prohibition on the right of the Village to assign its rights under this Agreement. No act of the Village shall constitute a release of the Developer from its liability under this Agreement.
- b. All obligations assumed and waivers made by the Developer under this Agreement shall run with the Property, and shall be binding on the Developer, on any and all of the Developer's heirs, successors and assigns, and on any and all of the respective successor legal or beneficial owners of all or any portion of the Property, provided that the Village consents to the assignment.

7. General Provisions.

- a. Duration. This Agreement shall continue until a written release is signed by the parties.
- b. Consent. If the Developer acquires the Property subject to a mortgage or land contract, the Developer shall obtain the mortgagee's or land contract vendors' consent to the terms and conditions of this Agreement in a form reasonably acceptable to the Village.
- c. Compliance with Applicable Laws. The Developer agrees to observe and comply with all federal, state and local laws, regulations and ordinances which are in effect or which may be placed in effect that may affect the development of the Property.
- d. Village Fees. The Developer shall pay to the Village all legal, engineering, and other consulting or administrative fees, costs and expenses incurred or

accrued in connection with the review and processing of plans for the annexation and development of the Property and in connection with the negotiation, preparation, consideration and review of this Agreement.

- e. Recording. The Village may record a copy of this Agreement or a notice of this Agreement with the Dane County Register of Deeds Office. The recording costs shall be paid by the Developer.
- f. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Wisconsin. Any claim arising under this Agreement shall be brought in Dane County Circuit Court, Dane County, Wisconsin.
- g. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made or valid against the parties.
- h. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement.
- i. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- j. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- k. Severability. If any part of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be impaired thereby, and the remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of the Agreement to the greatest extent permitted by applicable law.
- l. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to

exercise at any time any right granted to the Village shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Village's right to enforce that right or any other right.

- m. Authority. The parties agree that the undersigned signatories to this Agreement have full power and authority to act on behalf of the parties, and that all necessary and enabling resolutions have been enacted.
- n. Counterparts. This Agreement may be executed in one or more counterparts and upon execution and delivery by each of the parties hereto shall constitute one and the same enforceable agreement.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by individuals and officers duly authorized.

VILLAGE OF MOUNT HOREB

By _____
Randy Littel, Village President

By _____
Alyssa Gross, Village Clerk

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2021, the above named Randy Littel and Alyssa Gross, to me known to be the Village President and Village Clerk of the Village of Mount Horeb, and the persons who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, State of Wisconsin
My Commission: _____

KWIK TRIP, INC.

By _____,
_____, Manager

By _____,
_____, Manager

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, _____, the above
named _____ and _____, to me known to be the
persons who executed the foregoing instrument and acknowledged the same on behalf of
Kwik Trip, Inc.

Print Name: _____
Notary Public, State of Wisconsin
My Commission: _____

Attachments:

- Exhibit A – Legal Description and Map of the Property
- Exhibit B – SmithGroup Memorandum dated December 4, 2020

Annexation Legal Description

Lot 1 of Certified Survey Map No. 14813, recorded in the Office of the Register of Deeds for Dane County, Wisconsin on May 24, 2018, in Volume 103 of Certified Survey Maps, Pages 274-276, as Document No. 5411524, and as amended by affidavit of correction recorded on December 23, 2019 as Document No. 5550913, and a portion of Ridgeview Road Right-of-Way, being a part of the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 7, and also part of the Southwest Quarter of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 8, all in Township 6 North, Range 7 East, Town of Springdale, Dane County, Wisconsin, more particularly described as follows:

Commencing at the East Quarter Corner of aforesaid Section 7; thence South 00 degrees 23 minutes 31 seconds West, 1208.86 feet to the northeasterly Right-of-Way line of Ridgeview Road also being the Southwest corner of Lot 1 of Certified Survey Map no. 8658 recorded on August 5th, 1997 in Volume 47 of Certified Survey Maps of Dane County on Pages 286 and 287, as Document No. 2876530, and the Point of Beginning;

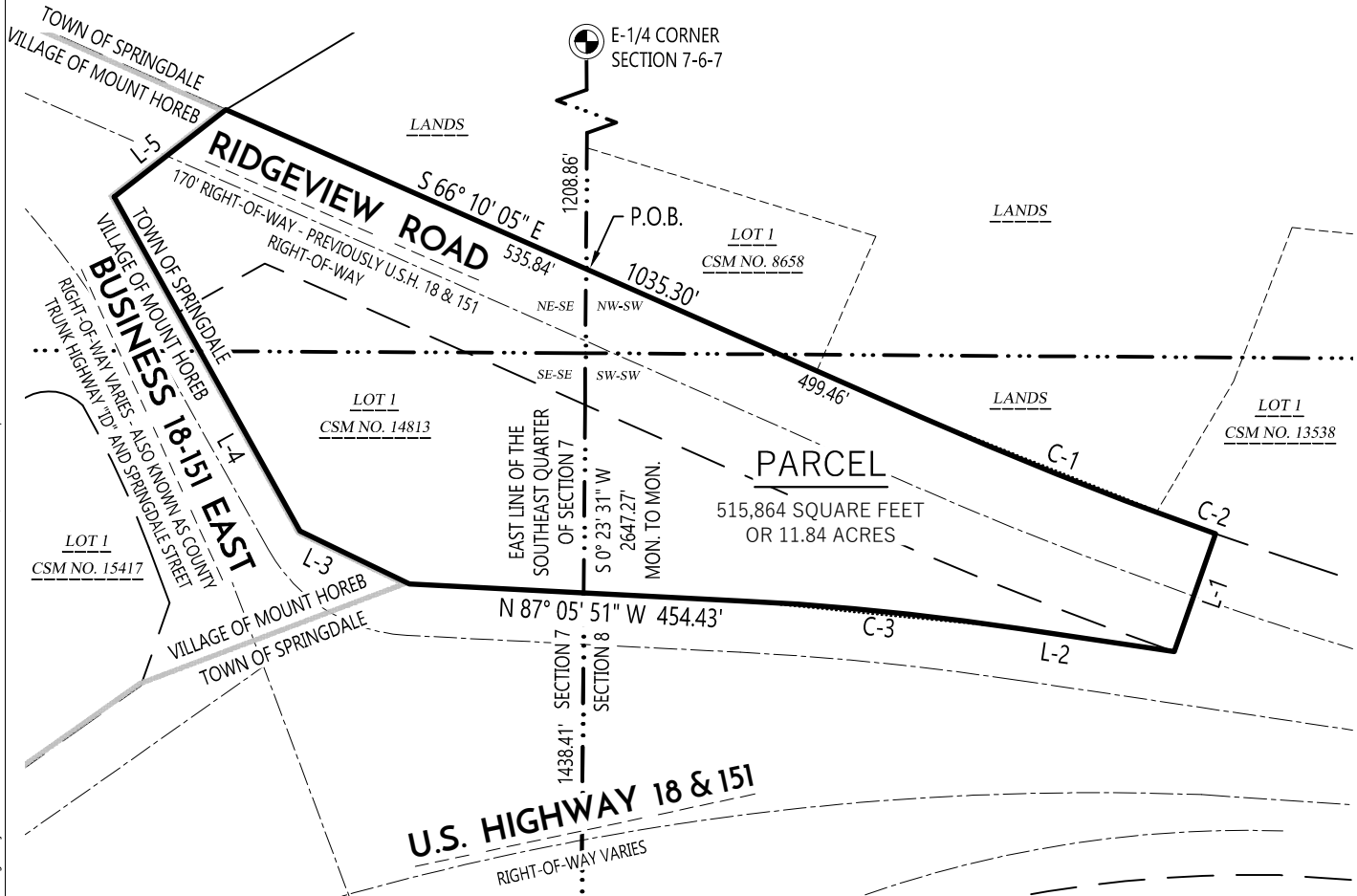
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Said parcel contains 515,864 square feet or 11.84 acres.

EXHIBIT "A"

ANNEXATION EXHIBIT

LOT ONE(1), CERTIFIED SURVEY MAP NO. 14813, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR DANE COUNTY, WISCONSIN ON MAY 24, 2018, IN VOLUME 103 OF CERTIFIED SURVEY MAPS, PAGES 274-276, AS DOCUMENT NO. 5411524, AND AS AMENDED BY AFFIDAVIT OF CORRECTION RECORDED ON DECEMBER 23, 2019 AS DOCUMENT NO. 5550913, AND A PORTION OF RIDGEVIEW ROAD RIGHT-OF-WAY, BEING A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, AND ALSO PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 6 NORTH, RANGE 7 EAST, TOWN OF SPRINGDALE, DANE COUNTY, WISCONSIN.



LINE TABLE

LINE #	BEARING	DISTANCE
L-1	S 19° 24' 30" W	170.00'
L-2	N 81° 31' 08" W	212.65'
L-3	N 64° 09' 28" W	165.78'
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LEGEND

- SECTION CORNER
- ANNEXATION LIMITS
- RIGHT-OF-WAY LINE
- CENTERLINE
- SECTION/QUARTER LINE
- PLATTED LINE
- MUNICIPAL LIMITS
HOREB / TOWN OF
SPRINGDALE

U.S. HIGHWAY 18 & 151
RIGHT-OF-WAY VARIES

EXHIBIT NOTES:

1. NORTH REFERENCE FOR THIS EXHIBIT IS BASED ON WISCONSIN COORDINATE REFERENCE SYSTEM, NAD 83 (2011) - DANE COUNTY (WISCRS-DANE), GRID NORTH. THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 7 WAS MEASURED TO BEAR S 0°23' 31" W.

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C-2	32.96'	5639.58'	0° 20' 06"	S 70° 22' 43" E	32.96'	S 70° 12' 40" E	S 70° 32' 46" E
C-3	378.72'	3889.72'	5° 34' 43"	N 84° 18' 29" W	378.57'	N 81° 31' 08" W	N 87° 05' 51" W

WYSER
ENGINEERING

PREPARED BY:
312 EAST MAIN STREET
MOUNT HOREB, WI 53572
www.wyserengineering.com

PREPARED FOR:
KWIK TRIP, INC.
1626 OAK STREET
PO BOX 2107
LACROSSE, WI 54602

SURVEYED BY: ---
DRAWN BY: ZMR/JWS
APPROVED BY: JWS

PROJECT NO: 190663
SHEET NO: 1 of 1



EXHIBIT "B"

SMITHGROUP

MEMORANDUM
www.smithgroup.com

PROJECT Mount Horeb – Kwik Trip DATE 12/4/2020
PROJECT NO. 50581.001
PROJECT LOCATION Village of Mount Horeb
SUBJECT Kwik Trip Annexation –
recapture costs
PREPARED BY Robert Wright, PE

DISTRIBUTION

NAME	COMPANY	EMAIL	PHONE
Kathy Hagen	Village of Mount Horeb	Kathy.hagen@mounthorebwi.info	
Nic Owen	Village of Mount Horeb	Nic.owen@mounthorebwi.info	

Kwik Trip Annexation – recapture calculations

CSM # 14813

Baker / Kwik Trip CSM

Lot 1

Size = 242,180 square feet | 5.5597 acres

Recapture Areas for this site:

RW – 18 Water Main Under CTH ID

RW – 21 Wayside Pumping Station and Force Main

RW – 23 Valley Interceptor

RW – 24 East Side Force Main

Recapture calculations:

RW – 18 Water Main Under CTH ID

This is for the water main extension installed under CTH ID.

Cost is a Lump Sum of **\$6350.00**

Payable to Symdon

RW – 21 Wayside Pumping Station and Force Main

This is for the new pumping station at Wayside, new force main, and upgrades to impellers at Brookwood Pumping Station.

Cost is a per acre basis.

Cost is \$1,432.9039 per acre x 5.5597 acres = **\$7966.52**

Payable to CTH ID, LLC

RW – 23 Valley Interceptor

Cost is a per acre basis and increases yearly.

2020 cost per acre included.

Cost is \$679.66 per acre x 5.5597 acres = **\$3778.71**

Payable to Village of Mount Horeb

RW – 24 East Side Force Main

Cost is a per acre basis and increases yearly.

2020 cost per acre included.

Cost is \$417.14 per acre x 5.5597 acres = **\$2319.17**

Payable to Village of Mount Horeb

See attached maps and spreadsheets

RW-18

BAKER LANDS SUBJECT TO
RECAPTURE FOR WATER MAIN
CONSTRUCTED ACROSS CTH
I.D. IN THE AMOUNT OF
\$6,350

CTH I.D.

RIDGE VIEW RD
RW-18

BAKER LANDS SUBJECT TO
RECAPTURE FOR WATER MAIN
CONSTRUCTED ACROSS CTH
I.D. IN THE AMOUNT OF
\$6,350

PROJECT SITE

USH 18 & 151

Matthew P. Dregne

mdregne@staffordlaw.com
608.259.2618

January 17, 2007

Ronald A. Symdon
Symdon Brothers LLC
5926 Hwy A
Brooklyn, Wisconsin

Re: Issues relating to the development of Symdon Brothers LLC property

Dear Ron:

I understand that you, Larry Bierke and a few others met on January 5, 2007, to discuss a number of issues relating to development of the Symdon Brothers LLC ("Symdon") property. The purpose of this letter is to describe the Village's understanding of the status of those issues.

Fees To Be Paid By Symdon

It is the Village's understanding that Symdon is now prepared to make the following payments:

1. Valley sewer interceptor fee - \$5,606.13. *Village*
2. East side force main area connection fee - \$3,440.71. *Village*
3. **Reimbursement for water main crossing CTH ID - \$12,700.00.** *Village*
4. Stormwater management plan review fees relating to convenience store project - \$1,150.00. *Village*
5. 72" stormwater pipe constructed under CTH ID by County ID LLC (for reimbursement to County ID LLC) - \$16,755.00. *\$11,100 on incremental basis for both*
6. Stormwater mains constructed by County ID LLC benefiting Symdon lands - \$1,300.00.

1/2 (\$6,350 to Symdon)

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0117071538

222 West Washington Ave.
P.O. Box 1784
Madison, Wisconsin
53701-1784

608.256.0226
888.655.4752
Fax 608.259.2600
www.staffordlaw.com

RW-21

Project Site

JOE SUTTER LANDS SUBJECT TO RECAPTURE FOR WAYSIDE PUMPING STATION AND FORCE MAIN.

RW-21

SCHROEDER LANDS SUBJECT TO RECAPTURE FOR WAYSIDE PUMPING STATION AND FORCE MAIN.

BAKER LANDS SUBJECT TO RECAPTURE FOR WAYSIDE PUMPING STATION AND FORCE MAIN.

RW-21

BAKER LANDS SUBJECT TO RECAPTURE FOR WAYSIDE PUMPING STATION AND FORCE MAIN.

BAKER LANDS SUBJECT TO RECAPTURE FOR WAYSIDE PUMPING STATION AND FORCE MAIN.

RW-21

WAYSIDE PUMPING STATION

CTH 1.D.

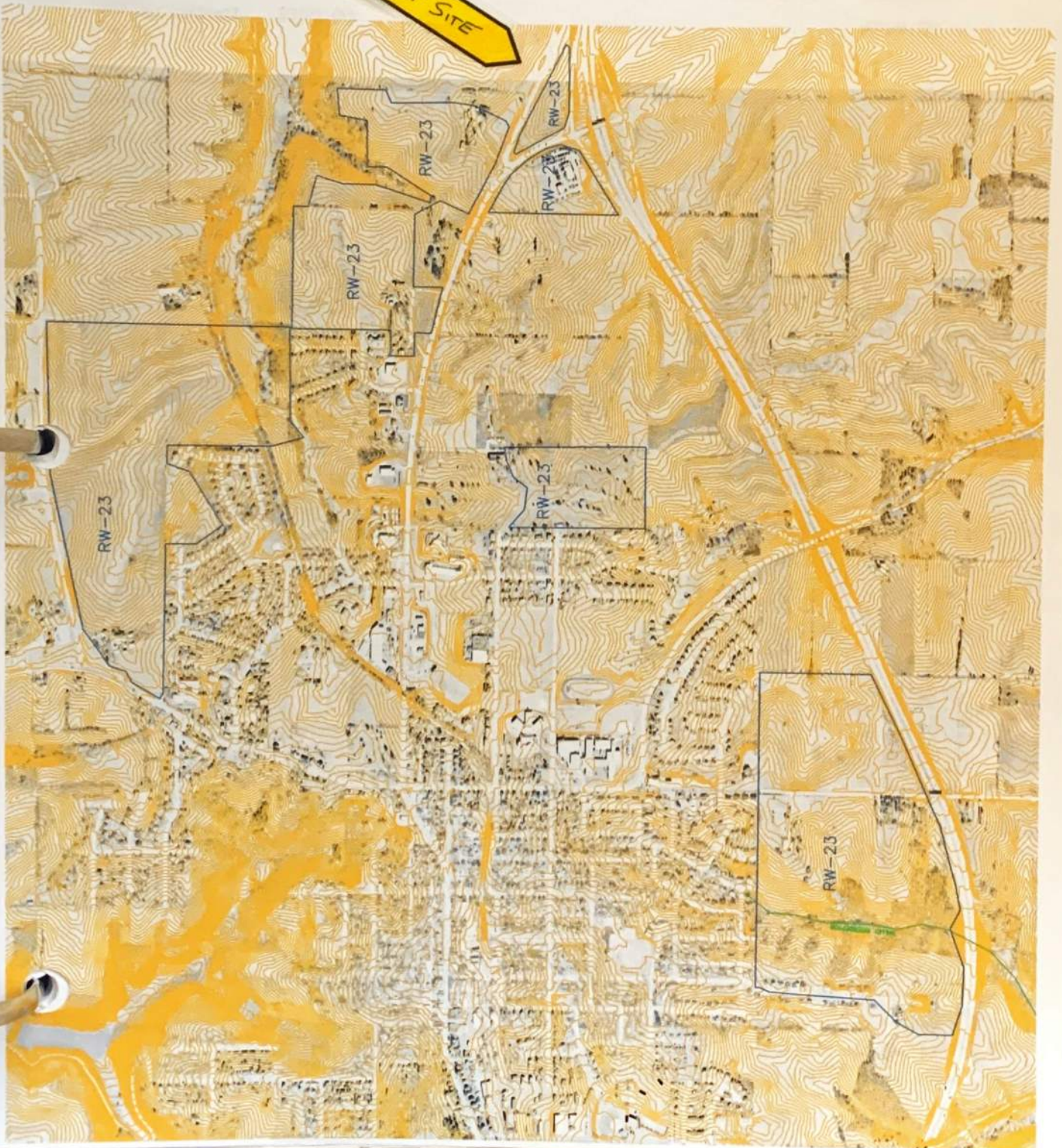
BROOKWOOD DR.

East Corridor Sanitary Sewer, (Wayside P.S., Force Main & San. Sewer)			Cost Recovery Method: TID & Recapture.	
Cost Distribution & Recapture Calculation			Recapture cost is paid when parcel is rezoned, divided, or connection is made.	
Based on Final As-built Cost				
Municipal Engineering, Inc.				
PORTION OF PROJECT COST PAID BY TID		\$ 575,167.64	80.00%	
PORTION OF PROJECT COST PAID BY OTHERS		\$ 143,791.91	20.00%	
TOTAL PROJECT COST		\$ 718,959.55	100.00%	
North Cape Commons & Symdon Tid Area to Wayside P.S.		50.08	Acres	
North Cape Commons Non-Tid Area to Wayside P.S.		26.35	Acres	
Other Lands in Service Area North of I.D.		74.00	Acres	
Total Acres Tributary to Wayside P.S.		150.43	Acres	
Cost per Acre for TID Lands		\$ 11,485.21		
Cost per Acre for Other Lands		\$1,432.9039		
Owner	Acres	Cost		
Total TID	50.08	\$ 575,167.64	80.00%	
Non-TID				
North Cape Common Non-Tid	26.35	\$ 37,757.02		
Joe Sutter, (Deferred)	2.00	\$ 2,865.81	Paid by County I.D. LLC Subject to Recapture	
Duane Schroeder, (Deferred)	30.00	\$ 42,987.12		
Elmer Baker, (Deferred)	42.00	\$ 60,181.97		
Total non-TID	100.35	\$ 143,791.91		20.00%
Total Cost Paid By County LLC Subject to Recapture			\$106,034.89	
Totals	150.4290	\$ 718,959.55		
Lands in Wayside P.S. Service Area	Area	Assessment	% of Total Cost	
Lots 1, 3, 24, and 25 NCC	40.76	\$ 468,137.01	65.11%	
Part of Lot 26, NCC (TID)	1.91	\$ 21,936.74	3.05%	
Part of Symdon Parcel (TID)	6.25	\$ 71,782.54	9.98%	
Wayside CSM Lot	1.16	\$ 13,311.35	1.85%	
Total TID Lands	50.08	\$ 575,167.64	80.00%	
Lots 2, 4-23, 27-44, 121-131 NCC.	26.35	\$37,757.02	5.25%	
Total NCC Non-TID Lands	26.35	\$37,757.02	5.25%	
Lands North of I.D. Subject to Recapture				
Joe Sutter	2.00	\$2,865.81	0.40%	
Duane Schroeder	30.00	\$42,987.12	5.98%	
Elmer Baker	42.00	\$60,181.97	8.37%	
Total Subject to Recapture	74.00	\$106,034.89	14.75%	
Total Land in Wayside Service Area	150.43	\$ 718,959.55	100.00%	
ASSUMPTIONS:				
1). The incremental cost to increase pumping station to serve lands outside TID is 20% of total project cost.				
2). TID cost is therefore 80% of total project cost, all other lands are 20% of total project cost.				
3). TID cost is distributed on an area basis to all lands in the TID.				
4). Non TID costs are distributed on an area basis to all lands not in the TID.				
Note: Lot areas above include prorata share of abutting local streets				
CTH I.D. is not included in service area				
Note: Design Fees paid by Developer per Agreement				

5.5597 acres of the
42 Baker areas for
Kwik Trip Annex.

RW-23
Valley Interceptor

PROJECT SITE



Date **4/28/2009**
Project **Recapture Fees - Village of Mt. Horeb**
Client **Village of Mt. Horeb**
Job # **011.001-**

Area Connection Fee Summary RW-23

Year	Valley Interceptor	East Side Force Main	NE Quadrant Pumping station	West Luken Interceptor
2008	\$ 376.99	\$ 231.38	\$ 59.84	\$ 746.02
2009	\$ 395.97	\$ 243.03	\$ 62.85	\$ 783.57
2010	\$ 415.90	\$ 255.26	\$ 66.02	\$ 823.02
2011	\$ 436.84	\$ 268.11	\$ 69.34	\$ 864.45
2012	\$ 458.83	\$ 281.61	\$ 72.83	\$ 907.97
2013	\$ 481.92	\$ 295.78	\$ 76.50	\$ 953.67
2014	\$ 506.18	\$ 310.67	\$ 80.35	\$ 1,001.68
2015	\$ 531.67	\$ 326.31	\$ 84.39	\$ 1,052.11
2016	\$ 558.43	\$ 342.74	\$ 88.64	\$ 1,105.07
2017	\$ 586.54	\$ 359.99	\$ 93.10	\$ 1,160.70
2018	\$ 616.07	\$ 378.12	\$ 97.79	\$ 1,219.13
2019	\$ 647.08	\$ 397.15	\$ 102.71	\$ 1,280.50
2020	\$ 679.66	\$ 417.14	\$ 107.88	\$ 1,344.96
2021	\$ 713.87	\$ 438.14	\$ 113.31	\$ 1,412.67
2022	\$ 749.81	\$ 460.20	\$ 119.02	\$ 1,483.78
2023	\$ 787.55	\$ 483.36	\$ 125.01	\$ 1,558.47
2024	\$ 827.20	\$ 507.70	\$ 131.30	\$ 1,636.93
2025	\$ 868.84	\$ 533.25	\$ 137.91	\$ 1,719.33
2026	\$ 912.57	\$ 560.10	\$ 144.85	\$ 1,805.88
2027	\$ 958.51	\$ 588.29	\$ 152.15	\$ 1,896.79
2028	\$ 1,006.76	\$ 617.91	\$ 159.80	\$ 1,992.27

escalates 5.034% per year

RW-24

East Side Force Main

Project Site



Date **4/28/2009**
Project **Recapture Fees - Village of Mt. Horeb**
Client **Village of Mt. Horeb**
Job # **011.001-**

Area Connection Fee Summary

RW-24

Year	Valley Interceptor	East Side Force Main	NE Quadrant Pumping station	West Luken Interceptor
2008	\$ 376.99	\$ 231.38	\$ 59.84	\$ 746.02
2009	\$ 395.97	\$ 243.03	\$ 62.85	\$ 783.57
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2027	\$ 958.51	\$ 588.29	\$ 152.15	\$ 1,896.79
2028	\$ 1,006.76	\$ 617.91	\$ 159.80	\$ 1,992.27

escalates 5.034% per year

**VILLAGE OF MOUNT HOREB
ORDINANCE 2020-19**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION
OF LOT 1 CSM 14813 PARCEL 0607-074-9520-0
TO PB PLANNED BUSINESS WITH A PD-1 PLANNED DEVELOPMENT

WHEREAS, Elmer C and Norma J Baker Joint Revocable Trust is the owner of Lot 1 CSM 14813, further described as parcel 0607-074-9520-0 in the Town of Springdale; and

WHEREAS, Kwik Trip, Inc applied to request the zoning classification of the above referenced property be changed from A-1 Agriculture to PB Planned Business with a PD-1 Planned Development following annexation to the Village of Mount Horeb for a convenience store with fueling station and carwash; and

WHEREAS, the Village Plan Commission/Historic Preservation Commission held a public hearing regarding the zoning request on December 16, 2020 which was preceded by publication of a class 2 notice under ch. 985, Stats.; and

WHEREAS, the Village Plan Commission/Historic Preservation Commission determined that changing the zoning classification of the above referenced property to PB Planned Business with a PD-1 Planned Development and Specific Implementation Plan would promote the public health, safety, and general welfare of the Village and would allow appropriate use of the property, and therefore recommends that the zoning classification of the property be changed as requested; and

WHEREAS, the proposed use is consistent with the Comprehensive Plan; and

WHEREAS, the Village Board concurs with the recommendation of the Plan Commission/Historic Preservation Commission.

NOW THEREFORE, the Village Board of the Village of Mount Horeb, Dane County, Wisconsin, do ordain as follows:

Section 1. The zoning classification of the above referenced property is hereby designated as PB Planned Business with a PD-1 Planned Development conditioned on annexation of the property to the Village, and the Zoning Map of the Village shall be amended accordingly.

Section 2. This Ordinance shall take effect after passage and posting pursuant to law.

The foregoing ordinance was duly adopted by the Village Board of the Village Mount Horeb at its regular meeting held on January 6, 2020.

APPROVED:

Randy J Littel, Village President

ATTEST:

Alyssa Gross, Village Clerk

APPROVED: _____
PUBLISHED/POSTED: _____

Village of Mount Horeb / Mount Horeb Utilities Mission, Vision, Values

Outcome of Fall 2019 Village Wide Strategic Planning Meeting (led by LaCoona Consulting)

Mission Heritage. Community. Opportunity.

Vision Statement With fun at the heart of all we do, we provide outstanding service, guide sustainable growth, and enhance the quality of life for all.

Core Values Quality Customer Service
Financial Stability
Friendly Community
Pride
Strong Leadership
Fun