

TOWN OF WEST POINT

Pursuant to Wisconsin State Statute 19.84, the town board of the Town of West Point held the regular monthly meeting on April 4, 1996 at the Town Hall at 7:30 p.m. The Town Board members present were: Fred Thistle-Chairperson, Alan Treinen-1st Supervisor, and A. Dave Cole-2nd Supervisor. Also present was Edith Eberle-Town Clerk, Harry Sawyer - Assessor, and Joan Bader - Treasurer.

The meeting was published in the Lodi Enterprise and the Sauk Prairie Star and posted in four places.

The minutes from the March 7, 1996 meeting had been given to the town board members prior to the meeting. A motion was made by Alan Treinen to approve the minutes, 2nd by Dave Cole - motion carried.

The Treasurer's report was given as follows: General fund is \$208,264.20 and the Park Fund is \$28,245.05. A motion was made by Dave Cole to approve the Treasurers Report as given, 2nd by Alan Treinen - motion carried.

A letter was received from Columbia County that Jim McNulty and Scott Sorensen variances were approved.

A copy of the bills was given to each of the town board members for review. A motion was made by Alan Treinen to pay the bills, 2nd by Dave Cole - motion carried.

Citizens Input - There was some citizens present that stated that the Elray Sign will be put back up (they had gotten permission) on Lake Drive.

Vicki Lane representing Associated Bank (formerly State Bank of Lodi) presented the Town of West Point with a check for \$150.00 for the park fund.

Rolling Woods (Todd Olson) preliminary plat was presented by Attorney Roy to the town board for approval. The planning commission has approved the plat. After discussion and all question were answered. Attorney Jeff Clark and Joe Costanza - Town Engineer stated that everything was to the satisfaction. A motion was made by Dave Cole, 2nd by Alan Treinen to approve the preliminary Plat of Rolling Woods subject to the following conditions:

1. Submission of final detailed plans and specifications for storm water runoff, erosion control, and street improvements prepared by a professional engineer to the Town's engineer for review and approval prior to recording the final plat.

2. Submission of Declaration of Covenants, Restrictions and Conditions for the plat in a format that is satisfactory to the Town engineer and Town attorney prior to recording the final plat. The Declaration must be recorded immediately after recording the final plat.

3. Entering into a Developer's Agreement, including all exhibits thereto, with the Town of West Point, and providing financial guarantees in the amount of the estimate required by the Town's engineer for the public improvements required by and relating to the final plat. The Developer's Agreement and financial guarantee shall be in a format that is satisfactory to the Town's engineer and attorney and shall be entered into prior to recording the final plat.

4. Paying the required plat review fee relating to the preliminary plat, along with the final plat review fees, the fees of the Town's consultants relating to this project upon approval of the final plat, or paid current prior to the commencement of any construction, and the fees in lieu of dedication of park land in the amount of \$4,657.09.

5. Providing satisfactory title evidence certified current that Todd R. Olson is the owner of record of all the lands within the boundaries of the Plat of Rolling Woods.

6. Obtaining the approval of all other agencies having legal approval or objecting authority prior to recording the final plat.

7. Except as noted below, the variance requested by letter dated March 28, 1996, are hereby approved insofar as they depart from the literal terms of the Town's subdivision ordinance as interpreted within the specific terms of the Developer's Agreement. Exceptions: None

8. As part of the Developer's Agreement, Developer shall agree that Developer will be responsible for any and all damages to Lake Drive beyond reasonable wear and tear occasioned by construction of the plat Public Improvements by Developer. The sum of \$3,800.00, to cover the potential cost of an overlay between Highway 188 and the intersection with Cecile Circle, shall be added to the financial guarantee provided by Developer to guarantee Developer's obligations in regard to Lake Drive.

9. All the conditions set forth above as conditions of recording the final plat shall be complied with to the satisfaction of the Town's engineer and attorney prior to the commencement of any construction, if undertaken before final plat approval and recording of same.

the motion was carried. Yes - 3; No - 0

Rolling Woods (Todd Olson) escrow fund has been depleted, therefore, a motion was may be Alan Treinen to replenish the escrow fund, 2nd by Dave Cole - motion carried.

Promise Land Condo (Ferris) plat was presented to the town board. The condo is for 3 separate units only with common lands around the condo units. Planning commission has approved the plat. Attorney Jeff Clark and Town Engineer Joe Costanza gave there comments on the condo plat. After discussion a motion was made by Alan Treinen to approve the condominium plat for Promise Land, 2nd by Fred Thistle with the following conditions:

1. Payment by the owner or owners of the condominium of a forfeiture of \$500.00 to the Town of West Point, together with reimbursement to the town for all fees and expenses incurred by the town through January 19, 1996, for the town engineer and the town attorney in the amount of \$1,986.00, to resolve all issues in connection with any and all alleged violations of the Town of West Point's Land Division and Subdivision Regulations Ordinance, 2-4-93.

2. Paying the required plat review fee relating to the condominium plat, the fees of the town consultants relating to the project subsequent to submission for approval, and the fees in lieu of park land dedication in the amount of \$3,795.79.

3. Entering into a Storm Water Drainage Easement and recording same granting the town a 20-foot drainage easement for future storm water drainage management in a form acceptable to the town engineer and town attorney.

4. Executing a First Amendment to Condominium Declaration and recording same in a form acceptable to the town engineer and town attorney.

Promise Land Condominium Plat (Ferris) escrow fund has been depleted, therefore, a motion was may be Alan Treinen to replenish the escrow fund, 2nd by Dave Cole - motion carried.

Chairperson Fred Thistle appointed Doug Richmond and Cliff Lawton to the Planning Commission for the next two years.

Earl Lanzendorf presented the town board with revised plans for the road that would go back to the proposed quarry on the Gordon Hartmann property. Earl has showed the neighbors the plans and they have no problem with were the road is being placed. There will be 2 to 3 acres mined to start with and later will be expanded. The town engineer Joe Costanza will work with Earl and Tim Lanzendorf on the designing of the road. A motion was made by Dave Cole to recommend approval of the proposed quarry, with the town receiving a copy of the county restoration plan and with the Town Engineer approval, 2nd by Alan Treinen - motion carried.

Chairperson Fred Thistle presented the following road to be repair in 1996, Schoepp Road, O'Connor Road, and all of Aleray. After discussion - Joe Costanza (Town Engineer) will do soil borings and bring them back to the May meeting.

Larry Lenerz presented is preliminary plat (First Addition to Selwood Farm) the name had been changed to Lenerz Selwood Farm Plat for the Town of West Point approval. The planning commission has approved the plat. Both the Town Attorney Jeff Clark and Town Engineer Joe Costanza gave their comments on the plat. A motion was made by Dave Cole to approve Lenerz Selwood Farm plat, 2nd by Alan Treinen with the following conditions:

1. The technical form of the map, the Developer's Agreement, and the Declaration of Development Plan and Protective Covenants having been finally approve by the town engineer and the town attorney and executed by all parties thereto. The Declaration of Development Plan and Protective Covenants shall be recorded immediately after recording the final plat and a copy recorded approval or objecting authority shall have been received and/or signatures obtained, as necessary, on the final plat.

2. The Permanent Drainage Easement Agreements having been approved by the town engineer and town attorney and signed by all of the parties thereto. The Permanent Drainage Easement Agreements shall be recorded immediately following the recording of the plat and copies of the recorded Permanent Drainage Easement Agreements provided to the Town.

3. The Vision Triangle Easement Agreement having been approved by the town engineer and town attorney and signed by all of the parties thereto. The Vision Triangle Easement Agreement shall be recorded immediately following the recording of the plat and the recorded Vision Triangle Easement Agreement provided to the Town.

4. The Irrevocable Stand-By Letter of Credit having been approved the town engineer and town attorney and the original delivered to the Town of West Point Clerk.

5. All final plat review fees, the fees of the Town's consultants and any other necessary fees, including the fee in lieu of park land dedication, provided for under the Town's Subdivision Regulations, having been paid in full.

6. A current title commitment from a licenses title company being provided evidencing that Larry Lenerz, LLC is the owner of record of all of the lands within the boundaries of the final plat of Lenerz Selwood Farm (First Addition to Selwood Farm) and the vision easements.

7. Certification from the Secretary of State that Larry Lenerz, LLC is a Wisconsin limited liability company duly organized under the laws of the state, has filed its most recent annual report required by state statute, and has not filed Articles of Dissolution.

8. Larry Lenerz, LLC quit claiming to the Town of West Point Outlet 1 as shown on the final plat of the Lenerz Selwood Farm (First Addition to Selwood Farm) immediately subsequent to recording the final plat and the original Quit Claim Deed being returned to the Town through the town attorney.

9. A part of the Developer's agreement, Developer shall agree it will be responsible for any and all damages to Selwood Drive beyond reasonable wear and tear occasioned by the construction of the Plat Public Improvements by Developer. The sum of \$2,800.00 shall be added to the final guarantee provided by Developer to guarantee Developer's obligations in regard to Selwood Drive.

motion was carried. Yes - 3, No - 0

A motion was made by Dave Cole to allow the Chairperson and Clerk sign all documents for Lenerz Selwood Farm, 2nd by Alan Treinen - motion carried.

The Lodi School is not funding the Lodi Swimming Pool this summer, therefore each municipality is being asked to donate money to fund the Pool. A motion was made by Alan Treinen to pay \$500.00 for the Lodi Pool, 2nd by Dave Cole, motion carried.

There has been some question on a 20 foot right a way in Pleasant View Park had been abandoned by the Town of West Point. There was discussion that the right a way may be needed for drainage in Pleasant View Park. The town engineer - Joe Costanza will look at the right a way and tell the town board at the May meeting.

A motion was made by Alan Treinen to have Nicholas Eberle mow the town hall lawn in 1996, 2nd by Dave Cole - motion carried.

A motion was made by Alan Treinen to adjourn the meeting at 9:45 p.m., 2nd by Dave Cole - motion carried.


Edith Eberle
Town Clerk