

VILLAGE OF TWIN LAKES
Resolution R2025-10-1

**A RESOLUTION DETERMINING THAT THE 5TH AMENDMENT TO
THE PLANNED UNIT DEVELOPMENT AGREEMENT SUBMITTED BY
THELEN SAND AND GRAVEL, INC., DOES NOT CONSITUTE A
“SUBSTANTIAL ALTERATION” AND APPROVING THE SAME**

THIS AMENDMENT TO THE PLANNED UNIT DEVELOPMENT AGREEMENT (“5th Amendment to PUD Agreement”) is made this 6th day of October, 2025, 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”.

RECITALS

- A. WHEREAS, THELEN and the VILLAGE entered into a Planned Unit Development Agreement (“PUD 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”) (a true and correct copy of the PUD Agreement is attached as **Exhibit 1**).
- B. WHEREAS, THELEN and the VILLAGE amended the PUD Agreement (“1st Amendment to the PUD 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 and add it to the PUD Property (a true and correct copy of the 1st Amendment to the PUD Agreement is attached as **Exhibit 2**).

- C. WHEREAS, THELEN and the VILLAGE amended the PUD Agreement (“2nd Amendment to the PUD Agreement”) dated August 19, 2009 whereby THELEN removed approximately 2.15 acres of THELEN property from the PUD Property (the amendment lists it as 2.5 but the parcel is actually 2.15) (a true and correct copy of the 2nd Amendment to the PUD Agreement is attached as **Exhibit 3**).
- D. WHEREAS, THELEN and the VILLAGE entered into a letter agreement dated January 11, 2013 (the “Letter Agreement”) memorializing their agreement relating to the construction of the earthen berms and mining (a true and correct copy of the Letter Agreement is attached as **Exhibit 4**).
- E. WHEREAS, THELEN and the VILLAGE amended the PUD Agreement (“3rd Amendment to the PUD Agreement”) approved on June 17, 2019 whereby THELEN annexed approximately Seventy-One (71) acres of property located in the Village of Twin Lakes, Kenosha County, Wisconsin, and such land was incorporated into the PUD Property, the Mining Plan (Exhibit C to the PUD Agreement) and the Reclamation Plan (Exhibit D to the PUD Agreement). Neither THELEN nor the VILLAGE have a copy of the executed 3rd Amendment to the PUD Agreement, and it is not known whether the 3rd Amendment to the PUD Agreement was ever signed. The parties hereby ratify the 3rd Amendment to the PUD Agreement, will execute it, and will attach a true and correct copy to this 5th Amendment as **Exhibit 5**.
- F. WHEREAS, THELEN and the VILLAGE amended the PUD Agreement (“4th Amendment to the PUD Agreement”) dated April 14, 2021 to address the additional lands added to the PUD Property under the 3d Amendment to the PUD

Agreement, and to clarify the terms of the PUD Agreement regarding the well guaranty because of the additional lands added to the property, extend the term of the PUD Agreement to match the adjusted term for mining, and to set the payment increases for the mining that occur during the additional mining years (a true and correct copy of the 4th Amendment to the PUD Agreement is attached as **Exhibit 6**).

- G. WHEREAS, the 131.6 acre parcel, Parcel Identification Number 85-4-119-263-1000 (the "5th Amendment Property") was previously annexed into the VILLAGE and made part of the PUD Property but was not included into the Mining Plan and the Reclamation Plan.
- H. WHEREAS, this 5th Amendment to the PUD Agreement amends the Mining Plan (Exhibit C to the PUD Agreement), the Reclamation Plan (Exhibit D to the PUD Agreement), and the Landscaping and Berming Plan (Exhibit F to the PUD Agreement) to incorporate the 5th Amendment Property into the Mining Plan, the Reclamation Plan, the Landscaping and Berming Plan. The Mining Plan is further amended and restated as shown on the new Exhibit C to show: (i) the areas to be mined, (ii) the berms to be installed to mitigate impacts to neighboring properties, and (iii) the location of the conveyor belt to be used to transport materials from the mining area to Thelen's processing area. The new Exhibit C (the Mining Plan), the new Exhibit D (the Reclamation Plan), and the new Exhibit F (the Landscaping and Berming Plan) to the PUD Agreement replace the existing Exhibit C, Exhibit D, and Exhibit F, and are attached in **Exhibit 7**.

I. WHEREAS, for purposes of the PUD Agreement and all amendments thereto, the “Mining Area” (i.e., the area on the PUD Property that Thelen is allowed to mine subject to the terms and conditions of the PUD Agreement and the Mining Plan, as amended) includes all portions of the PUD Property subject to the 80-foot setback; provided, however, that mining shall occur only in areas where Thelen is in compliance with the Regulation of Mining set forth in Section 6 of the PUD Agreement, as amended, including, without limitation: (i) installation of the berm prior to the commencement of mining subject to Thelen’s right to adjust the location of the berm to accommodate the planned public bicycle trail to direct bicycle traffic away from the PUD Property; (ii) planting of “no mow grass” or other appropriate landscaping on the berm;; and (iii) installation of decorative fencing along the PUD Property in the areas where mining is occurring, which fencing shall be installed contemporaneously with mining activity in the applicable area. The typical berm, decorative fence, and landscaping is shown in the Landscaping and Berming Plan. The berm and decorative fencing shall be installed prior to Thelen commencing mining within 1,000 feet from the PUD Property line.

J. WHEREAS, the Village acknowledges that Thelen is working with the County to install a public bicycle path that will be located on a portion of the PUD Property, and further acknowledges that Thelen shall have the right to reconfigure the berms and any other related improvements as necessary to accommodate the public bicycle path, provided that such reconfiguration does not materially impair the intended function or purpose of the berms or other improvements.

K. WHEREAS, for clarity purposes the 5th Amendment applies the new Mining Plan, Reclamation Plan, and Landscaping and Berming Plan to the Mining Area.

L. WHEREAS, the VILLAGE and THELEN acknowledge that per the 4th Amendment to the PUD Agreement the parties agreed to extend the Term of the PUD Agreement an additional 10 years, which commenced on the date that Thelen started mining and expires 30 years thereafter, which is April 1, 2020. After the expiration of the initial Term, the PUD Agreement shall automatically renew for five-year periods (each a “Renewal Period”) so long as Thelen remains in compliance with this PUD Agreement.

M. WHEREAS, the VILLAGE and THELEN previously agreed to an extraction fee per cubic yard of marketable minerals removed from the Property according to the following schedule:

Years 1 to 7:	\$0.25 per cubic yard
Years 8 to 11:	\$0.26 per cubic yard
Years 12 to 14:	\$0.28 per cubic yard
Years 15 to 20:	\$0.30 per cubic yard
Years 21 to 25:	\$0.32 per cubic yard
Years 26 to 30:	\$0.34 per cubic yard

The extraction fee shall increase \$0.02 for each Renewal Period. The extraction fee shall be determined semiannually for the periods January 1 through June 30 and July 1 through December 31 and shall be paid no later than August 31 and March 30, respectively.

N. WHEREAS, it is understood and agreed that the VILLAGE will actively support and assist the PETITIONER with respect to PETITIONER's endeavors to obtain all necessary permits and approvals from all government or quasi-governmental agencies or boards, whether federal, state or local, with jurisdiction over any aspect or part of the 5th Amendment Property and the proposed use of said 5th Amendment Property.

NOW, THEREFORE, for and in consideration of the mutual promises, agreements and conditions herein contained, the parties hereto agree as follows:

1. RECITALS. The above Recitals are true and correct and are hereby made a part of this 5th Amendment by reference.
2. AUTHORIZED EXECUTION. The persons executing this 5th Amendment to the PUD Agreement on behalf of each of the PARTIES represent and warrant that they have been duly authorized to execute this Amendment as the act and deed of such entity. The PETITIONER does further warrant, acknowledge and understand it has proposed that the 5th Amendment Property described in this 5th Amendment to the PUD Agreement be incorporated into the existing Mining Plan and Reclamation Plan. As such, upon authorization and approval by the VILLAGE, this 5th Amendment to the PUD Agreement shall be recognized as a legally binding contract. In addition, PETITIONER agrees that within thirty (30) days of VILLAGE approval of this 5th Amendment to the PUD Agreement, PETITIONER shall provide the VILLAGE Clerk with two signed original copies of this 5th Amendment to the PUD Agreement for execution by the VILLAGE.

3. APPROVAL BY THE VILLAGE. The VILLAGE hereby approves this 5th Amendment to the PUD Agreement and incorporation of the 5th Amendment Property into the existing Mining Plan and Reclamation Plan. The PETITIONER shall utilize and develop the 5th Amendment Property in accordance with the general plans shown on the exhibits. If, however, the exhibits vary from the written terms of this 5th Amendment, the written terms of this 5th Amendment shall control.
4. EXISTING AGRICULTURAL AND RESIDENTIAL USES: In conjunction with and following completion of mining and interim reclamation as provided herein and until the 5th Amendment Property is developed as provided herein, the 5th Amendment Property may be used for any and all other Permitted Uses as enumerated under Sections 17.28.010 and 17.32.010 of the VILLAGE Zoning Ordinance, including, but not limited to, general farming, crop production, housing and rearing of livestock and residential housing.
5. RECITALS AND EXHIBITS: The Recitals and Exhibits are ratified and incorporated into and made part of this Fifth Amendment to the PUD Agreement. Except as expressly modified by this Fifth Amendment, all terms of the original PUD Agreement, Amendments 1 through 4, and any other amendments or modifications remain in full force and effect and are incorporated herein by reference as if fully set forth. In the event of any conflict between this Fifth Amendment and the PUD Agreement or any prior amendment, the terms of this Fifth Amendment shall control.

IN WITNESS WHEREOF, the Parties hereunto have caused this 5th Amendment to the PUD Agreement 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: president

Members Voting:

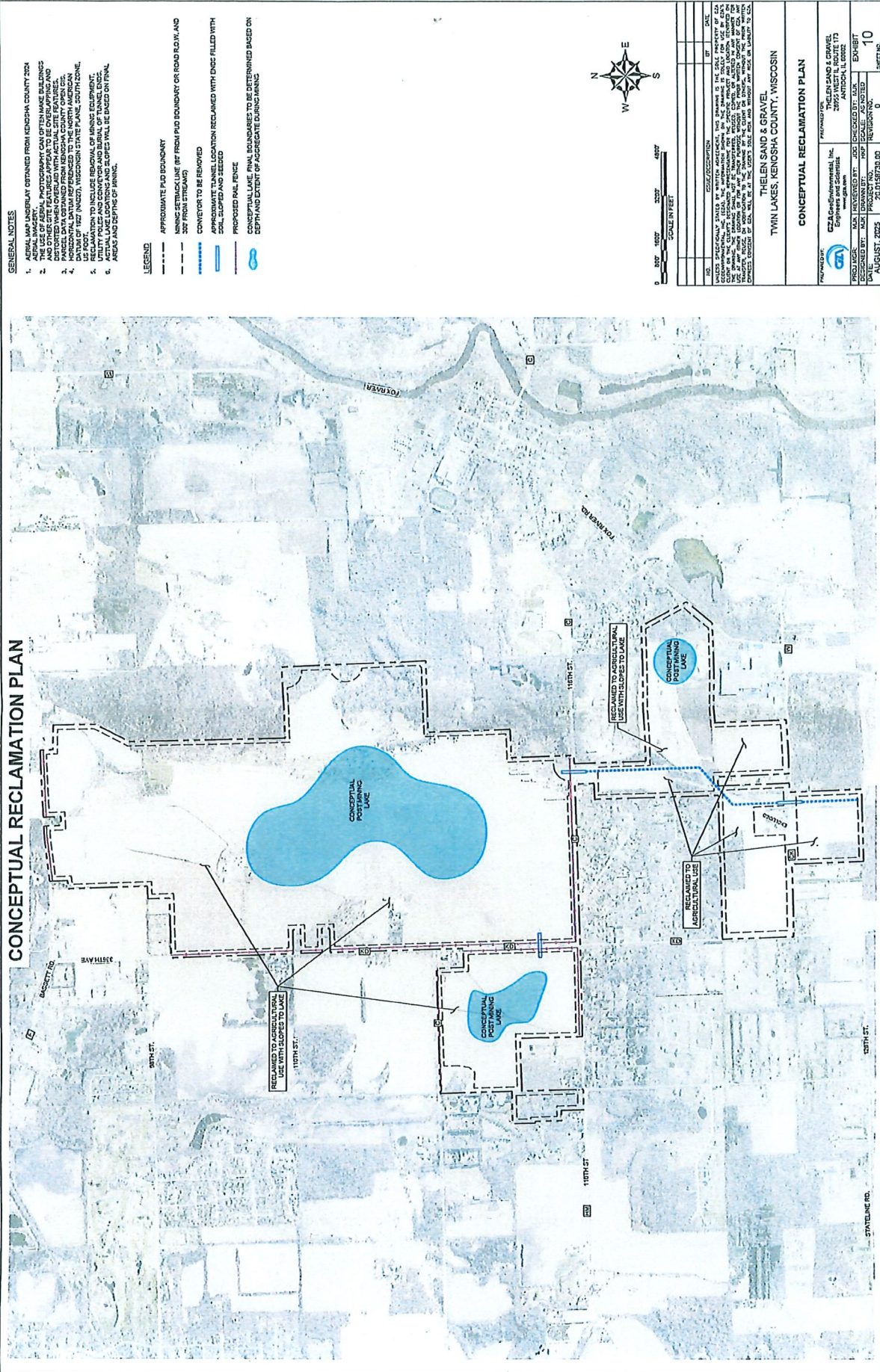
6 Aye
 Nay
1 Absent
 Abstained

6.)

EXHIBIT 7

New Exhibit D to the PUD Agreement
Reclamation Plan

CONCEPTUAL RECLAMATION PLAN

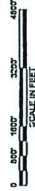
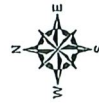


GENERAL NOTES

1. AERIAL MAP MATERIAL OBTAINED FROM KENOSHA COUNTY 2024 AERIAL IMAGERY.
2. THE USE OF AERIAL PHOTOGRAPHY CAN DISTORT DIMENSIONS AND DISTORTIONS WHEN OVERLAIN WITH ACTUAL SITE FEATURES.
3. THE PLAN IS BASED ON THE 1987 NORTH AMERICAN HORIZONTAL DATUM (NAD83) REFINISHED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), WISCONSIN STATE PLANE, SOUTH ZONE.
4. RECLAMATION TO INCLUDE REMOVAL OF MINING EQUIPMENT, CONVEYORS, AND FENCES.
5. ACTUAL LAKE LOCATIONS AND SIZES WILL BE BASED ON FINAL AREA AND DEPTH OF MINING.

LEGEND

- APPROXIMATE PUD BOUNDARY
- MINING SETBACK LINE (8' FROM PUD BOUNDARY OR ROAD ROW, AND 30' FROM STREAM)
- CONVEYOR TO BE REMOVED
- APPROXIMATE TUNNEL LOCATION RECLAIMED WITH ENDC FILLED WITH SOIL, SLOPED AND SEED
- PROPOSED RAIL FENCE
- CONCEPTUAL LAKE, FINAL BOUNDARIES TO BE DETERMINED BASED ON DEPTH AND EXTENT OF AGGREGATE DURING MINING



PROJECT NO.	20240527000
DATE	AUGUST, 2025
PROJECT NO.	20240527000
REVISION NO.	0
EXHIBIT	10
SHEET NO.	1

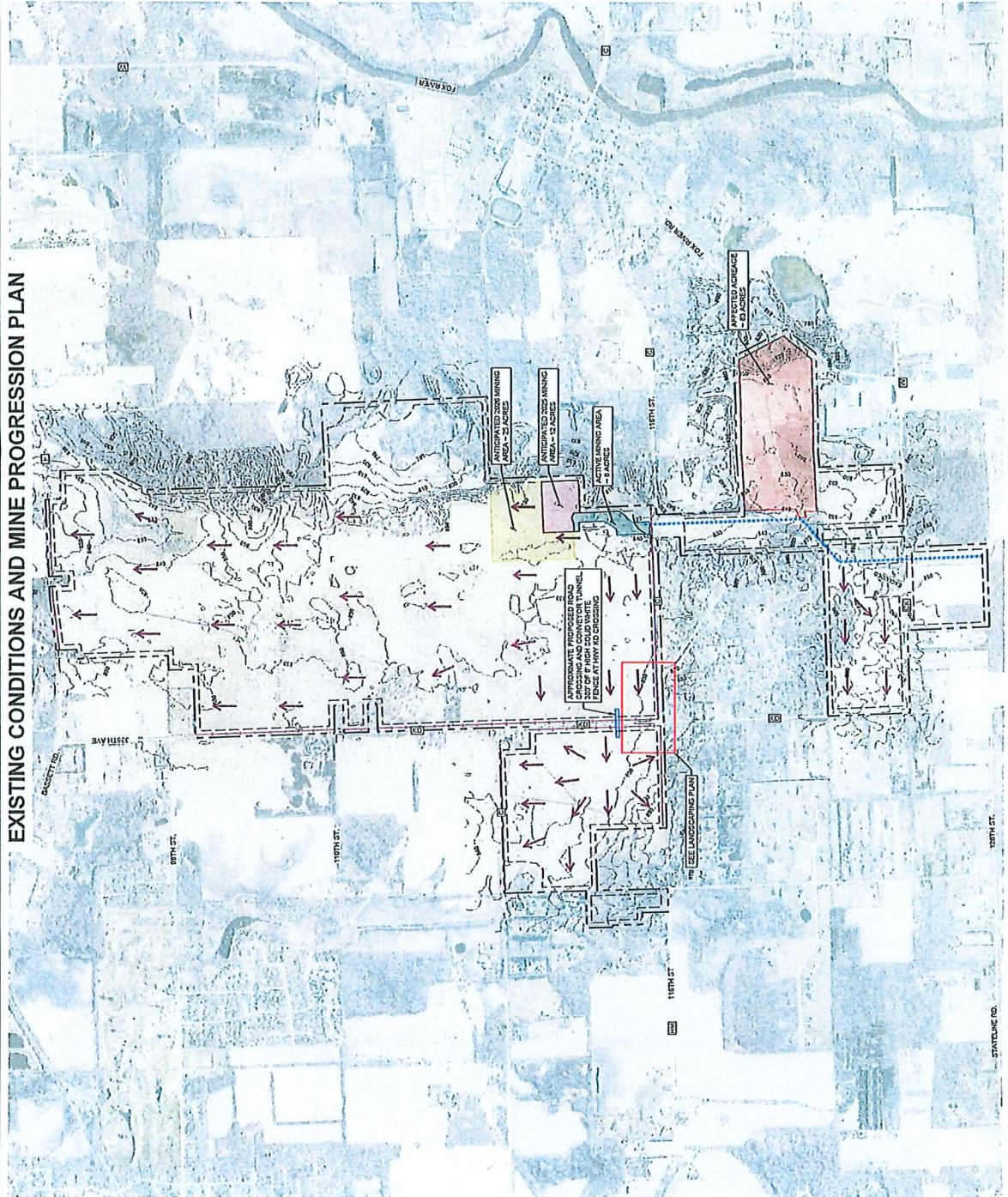
THELEN SAND & GRAVEL
 TWIN LAKES, KENOSHA COUNTY, WISCONSIN

CONCEPTUAL RECLAMATION PLAN

PREPARED BY: THELEN SAND & GRAVEL
 2705 WEST IL ROUTE 173
 ANTONIA, IL 60022

PRODUCED BY: JCS
 CHECKED BY: JCS
 DATE: AUGUST, 2025

EXISTING CONDITIONS AND MINE PROGRESSION PLAN



GENERAL NOTES

1. AERIAL MAP INFORMATION OBTAINED FROM KENOSHA COUNTY 2024 AERIAL IMAGERY.
2. THE USE OF AERIAL PHOTOGRAPHY FOR THE PURPOSES OF MAPPING AND DISTORTED AREAS OVERLAIN WITH ACTUAL SITE FEATURES.
3. HORIZONTAL DATUM REFERENCED TO THE NORTH AMERICAN DATUM OF 1927 (NAD27), KENOSHA STATE PLANE, SOUTH ZONE.
4. VERTICAL DATUM REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83).

LEGEND

- 640' 1" MAJOR EXISTING CONTOUR
- 2' MINOR EXISTING CONTOUR
- - - APPROXIMATE PAD BOUNDARY
- - - MINING STRIKE LINE 80' FROM PAD BOUNDARY OR ROAD R.O.W. AND 300' FROM STREAMS
- CONVEYOR
- PROPOSED DIRT FENCE
- GENERAL MINE PROGRESSION



US	STATE/REGISTRATION	STATE	DATE
<p>MINING ACTIVITIES SHALL BE LIMITED TO THE MINING OF SAND & GRAVEL. THE SOLE PURPOSE OF THIS PROJECT IS TO OBTAIN NECESSARY PERMITS AND APPROVALS FOR THE PROPOSED MINE. THE PROJECT WILL BE CONDUCTED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND PERMITS. THE PROJECT WILL BE CONDUCTED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND PERMITS. THE PROJECT WILL BE CONDUCTED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND PERMITS.</p>			
<p>THELEN SAND & GRAVEL TWIN LAKES, KENOSHA COUNTY, WISCONSIN</p>			
<p>EXISTING CONDITIONS AND MINE PROGRESSION</p>			
PREPARED BY:	DESIGNED BY:	PROJECT NO.:	SHEET NO.:
CSA GROUP, INC. 1000 W. WISCONSIN ST. MILWAUKEE, WI 53233	CSA GROUP, INC. 1000 W. WISCONSIN ST. MILWAUKEE, WI 53233	2024-001	0
PROJECT NO.:	DATE:	PROJECT NO.:	DATE:
2024-001	AUGUST, 2024	2024-001	AUGUST, 2024
PROJECT NO.:	DATE:	PROJECT NO.:	DATE:
2024-001	AUGUST, 2024	2024-001	AUGUST, 2024

(6.)

EXHIBIT 7

New Exhibit F to the PUD Agreement
Landscaping and Berming Plan

