

David DeGroot, Village President
David Karas, Trustee #1
Gina Cefalu-Paulick, Trustee #2
Nancy Washburn, Trustee #3
Denise Anastasio, Trustee #4
Ram Bhatia, Trustee #5
Jim Venturini, Trustee #6

VILLAGE BOARD AGENDA

February 23, 2026

Immediately following the Committee of the Whole, but not before 6:00 PM

Village Hall, Ebe Auditorium

8811 Campus Drive, Mount Pleasant, WI 53406

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. PRESENTATION

E. PUBLIC COMMENT

Members of the public are welcome to provide comments on any matter. Please fill out a comment form, and the President will recognize you. Use the microphone and state your name and address for the public record. Comments are limited to three minutes.

F. CONSENT AGENDA – TRUSTEE BHATIA

Items listed under consent agenda will be approved in one motion without discussion unless any board member requests that an item be removed for individual discussion. That item can then be considered at an appropriate time during the Village Board's regular order of business or under New Business.

1. Approval of the February 9, 2026 Village Board Meeting Minutes
2. Approval of Fourth Quarter 2025 Financials
3. Approval of a New Massage Establishment License Application for Third Eye Elevated Bodywork, LLC – Brittany Crossley
4. Approval of a Change of Agent at Pick n Save #891 located at 2820 S Green Bay Rd – Janice Spencer
5. Approval of 1617-1619 Derby Avenue Condominium Plat; CP-26-01

G. NEW BUSINESS

1. FINANCE/CLERK-TREASURER – TRUSTEE ANASTASIO

- a. Discussion and possible motion to approve Resolution 2-2026 Amending Resolution 18-2025 Adopting the 2026 Budget to reflect 2025 Encumbrances in the 2026 Budget
- b. Discussion and possible motion to approve Resolution 3-2026 amending Resolution 23-2024 adopting the 2025 Budget for General Fund, Capital and Village Roads

2. COMMUNITY DEVELOPMENT – TRUSTEE BHATIA

- a. Public Hearing for Ordinance 17-2025 Amending the Village Code of Ordinances pertaining to Chapter 90-420.10 & 90-420.70
 - i. Discussion and possible motion to adopt Ordinance 17-2025 Amending the Village Code of Ordinances Chapter 90-420.10 and Chapter 90-420.70
- b. Public Hearing for Ordinance 19-2025 Amending the Village Code of Ordinances pertaining to Chapter 90-110.70 and Chapter 90-560.30 and Creating 90-110.75 Lot and Building Regulations for Twinhouse and Townhouse Buildings
 - i. Discussion and possible motion to adopt Ordinance 19-2025 Amending the Village Code of Ordinances pertaining to Chapter 90-110.70 and Chapter 90-560.30 and Creating 90-110.75 Lot and Building Regulations for Twinhouse and Townhouse Buildings

3. FINANCE/CLERK-TREASURER – TRUSTEE ANASTASIO

4. PUBLIC WORKS – TRUSTEE WASHBURN

5. PUBLIC SAFETY – TRUSTEE

6. HUMAN RESOURCES – TRUSTEE WASHBURN

7. TOURISM – TRUSTEE VENTURINI

H. REPORTS

1. Village Administrator
2. Village Staff
3. Village Trustees

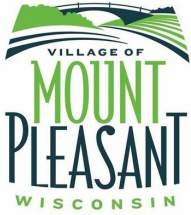
4. Village President

I. CLOSED SESSION

J. ADJOURN

Requests for persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Administrator or Village Clerk's Office at (262) 664-7800 with as much advance notice as possible.

Posted: Friday, February 20, 2026 at 9:00 AM



VILLAGE BOARD MEETING MINUTES

February 9, 2026 at 6:00 PM
Village Hall
8811 Campus Drive
Mount Pleasant WI 53406

Staff Present: Village Administrator Tami Simons, Deputy Administrator Patrick Brever, Attorney Chris Smith, Public Works Director Tony Beyer, Communications Director Sean Ryan, Finance Director Kathy Kasper, Deputy Finance Director & Human Resources Heather Perez, Human Resources Director Mary Cole, South Shore Fire Chief Dustin Ellis, Village Treasurer Brandi Baker, and Village Clerk Jill Firkus. Laura Million with Racine County Economic Development was also present.

A. CALL TO ORDER

President DeGroot called the meeting to order at 6:04pm.

B. ROLL CALL

Present: Village President DeGroot, Trustee Karas, Trustee Washburn, Trustee Anastasio, Trustee Venturini, and Trustee Gina Cefalu Paulick.

Excused: Ram Bhatia

C. PLEDGE OF ALLEGIANCE

D. PRESENTATION

D.1 Racine County Economic Development Annual Review

Laura Million provided a presentation regarding the 2025 activities as it related to Business Attraction, Business Expansion and Entrepreneurship, Talent Attraction and Special Projects assigned by the Village. Laura was also available to answer any questions raised by the members.

E. PUBLIC COMMENT

Members of the public are welcome to provide comments on any matter. Please fill out a comment form, and the President will recognize you. Use the microphone and state your name and address for the public record. Comments are limited to three minutes.

Brittany Crossley - 7709 23rd Ave, Kenosha, Status of Massage License Application

F. CONSENT AGENDA

Items listed under consent agenda will be approved in one motion without discussion unless any board member requests that an item be removed for individual discussion. That item can then be considered at an appropriate time during the Village Board's regular order of business or under New Business.

Motion by Trustee Karas to Approve items on the consent agenda as presented. Motion seconded by Trustee Washburn. On voice vote, motion Carried Unanimously.

F.1 Approval of the January 26, 2026 Village Board Meeting Minutes

F.2 Financial Report: Check Registry 01/01/2026 - 01/31/2026

F.3 Approval of a New Class "A" Beer License Application and New Cigarette, Tobacco, & Electronic

Vaping Device License Application for Moona Gas Stop LLC, 2325 Racine Street - Moona Urooj

F.4 Approval of Resolution 1-2026 authorizing a 2026 Racine County Economic Development Agreement

G. NEW BUSINESS

FINANCE/CLERK-TREASURER - TRUSTEE ANASTASIO

COMMUNITY DEVELOPMENT - TRUSTEE BHATIA

PUBLIC WORKS - TRUSTEE WASHBURN

Discussion and possible motion to award a contract for STH 20 N frontage Rd. Box Culvert Replacement

Motion by Trustee Washburn to Award the contract for the STH 20 N Frontage Road Box Culvert Replacement project to the low bidder, KR Contractors, Inc for an amount of \$145,238.46. Motion seconded by Trustee Venturini. On voice vote, motion Carried Unanimously.

Discussion and possible motion to award a contract for Summerset Dr. Sanitary Sewer Relay

Motion by Trustee Washburn to Award the contract for the Summerset Drive Sanitary Sewer Relay Project to the low bidder, Globe Contractors Inc., for an amount of \$457,063.41 Motion seconded by Trustee Anastasio. On voice vote, motion Carried Unanimously.

PUBLIC SAFETY - TRUSTEE DOCKSEY

HUMAN RESOURCES - TRUSTEE WASHBURN

TOURISM - TRUSTEE VENTURINI

H. REPORTS

Village Administrator

Administrator Tami Simons stated Mount Pleasant will be featured on the John McGivern's Main Street Program airing Thursday night at 7pm on PBS or streaming on YouTube.

Village Staff

Village Trustees

Village President

I. CLOSED SESSION

J. ADJOURN

Motion by Trustee Washburn to Adjourn at 6:24pm. Motion seconded by Trustee Anastasio. On voice vote, motion Carried Unanimously.

4th Quarter Financial Statements

BACKGROUND

Attached are the unaudited 4th Quarter financial reports for the budgeted funds within the Village. These reports are preliminary and designed to give you a sense of how the Village performed compared to budget in 2025, audit is scheduled in early March and changes will happen prior to and after that exercise.

General Fund Revenue: Revenues outperformed budget expectations.

- Interest Income exceeded projections by \$700,000
- Public Charges for service exceeded budget by \$500,000, this is mainly due to fees for ambulance billing
- Permits exceeded budget by \$700,000, mainly due to fees for multiple projects in the Village
- Miscellaneous revenue exceeded projected budget by \$1.9 million due to ATC revenues, land conversion revenues and a large donation
- Other financing sources (use of fund balance) shows a budget, but no revenue. This planned use of fund balance is not needed to balance the Village's expenses in 2025

General Fund Expenditures: Most budget expenses are tracking within a reasonable margin of budget. With the implementation of BS&A, all departments now have real time access to monitor their budget lines items.

A few items to note:

- Human Resources is showing as overbudget, due to the unplanned costs for recruitment for Fire Chief and the Fire Department Culture study
- Finance has a line item with expenditures that has no budget, this is a change in how we book fiscal charges from prior years, the 2026 budget will reflect this as a budget line-item expense
- Fire Department numbers are overbudget in 2025 in salary and operating expenses
 - Fire Inspection services for large scale projects accounts for a large part of the overage (\$200,000)
 - Overages also show in the training budget and operations supplies
 - Changes in staffing throughout the year also contribute

Despite the overages in the above areas, the general fund as whole was under budget on the expense side by approximately \$1 million.

General Fund Balance: Fund balance for general fund remains at a healthy level with the finalization of audit confirming the addition of funds in 2024 to fund balance and most likely that we will add funds to fund balance in 2025 after final financials are available in June.

Debt Service: Expenses are presenting as expected.

TID 5: Performing as expected for the year to date, projects are tracking as anticipated in these areas.

Sanitary Sewer Fund: Performing as expected for the year, projects are tracking as expected in these areas.

RECOMMENDATION - Staff recommends that the Committee of the Whole: **Move to approve the attached 4th quarter financial statements and move to the consent agenda.**

FISCAL IMPACT - No fiscal impact

PREPARED BY - Kathy Kasper, Finance Director, February 6, 2026.

QUARTERLY REPORT - GENERAL FUND FOR VILLAGE OF MOUNT PLEASANT

Balance As of 12/31/2025
 % Fiscal Year Completed: 100.00

GL Number	Description	2025 Amended Budget	YTD Balance 12/31/2025	Encumbrance 12/31/2025	Available Balance 12/31/2025	% Bdgt Used
E20	OPERATING EXPENDITURES	0.00	15.00		(15.00)	100.00
R10	TAXES	18,752,420.00	18,810,778.19		(58,358.19)	100.31
R20	GRANTS	3,393,000.00	3,461,116.26		(68,116.26)	102.01
R30	LICENSES	67,450.00	94,386.67		(26,936.67)	139.94
R40	PERMITS	1,193,850.00	1,912,030.05		(718,180.05)	160.16
R45	INTEREST INCOME	485,000.00	1,189,298.95		(704,298.95)	245.22
R50	LAW AND ORDINANCE VIOLATIONS	732,200.00	567,443.55		164,756.45	77.50
R60	PUB CHGS FOR SVCS	2,085,500.00	2,614,951.32		(529,451.32)	125.39
R70	INTERGOVERNMENTAL CHGES	1,592,017.00	1,697,618.00		(105,601.00)	106.63
R75	OTHER MISC REVENUES	263,800.00	2,177,414.72		(1,913,614.72)	825.40
R90	OTHER FINANCING SOURCES	1,360,000.00			1,360,000.00	0.00
Net -		29,925,237.00	32,525,022.71	0.00	(2,599,785.71)	
VILLAGE BOARD						
E10	SALARIES & FRINGE BENEFITS	58,993.00	59,456.40		(463.40)	100.79
E20	OPERATING EXPENDITURES	22,710.00	14,412.14		8,297.86	63.46
Net - VILLAGE BOARD		(81,703.00)	(73,868.54)	0.00	(7,834.46)	
MUNICIPAL COURT						
E10	SALARIES & FRINGE BENEFITS	160,314.00	153,961.06		6,352.94	96.04
E20	OPERATING EXPENDITURES	5,500.00	2,122.90		3,377.10	38.60
E30	MAINTENANCE EXPENDITURES	12,500.00	12,064.00		436.00	96.51
E50	CONTRACTED SERVICES	1,050.00	376.25		673.75	35.83
Net - MUNICIPAL COURT		(179,364.00)	(168,524.21)	0.00	(10,839.79)	
ATTORNEY						
E40	PROFESSIONAL SERVICES	425,000.00	336,805.84		88,194.16	79.25
Net - ATTORNEY		(425,000.00)	(336,805.84)	0.00	(88,194.16)	
ADMINISTRATION						
E10	SALARIES & FRINGE BENEFITS	331,349.00	303,270.09		28,078.91	91.53
E20	OPERATING EXPENDITURES	86,884.00	25,467.04		61,416.96	29.31
E40	PROFESSIONAL SERVICES	25,000.00			25,000.00	0.00
E50	CONTRACTED SERVICES	36,000.00	52,649.95		(16,649.95)	146.25
Net - ADMINISTRATION		(479,233.00)	(381,387.08)	0.00	(97,845.92)	
VILLAGE CLERK & TREASURER						
E10	SALARIES & FRINGE BENEFITS	276,039.00	268,657.70		7,381.30	97.33
E20	OPERATING EXPENDITURES	8,080.00	6,465.32		1,614.68	80.02
E50	CONTRACTED SERVICES	39,300.00	50,015.08		(10,715.08)	127.26
Net - VILLAGE CLERK & TREASURER		(323,419.00)	(325,138.10)	0.00	1,719.10	
HUMAN RESOURCES						
E10	SALARIES & FRINGE BENEFITS	96,712.00	93,409.33		3,302.67	96.59
E20	OPERATING EXPENDITURES	7,000.00	139.20		6,860.80	1.99
E40	PROFESSIONAL SERVICES	5,000.00			5,000.00	0.00
E50	CONTRACTED SERVICES	12,000.00	28,944.14		(16,944.14)	241.20
Net - HUMAN RESOURCES		(120,712.00)	(122,492.67)	0.00	1,780.67	

QUARTERLY REPORT - GENERAL FUND FOR VILLAGE OF MOUNT PLEASANT

Balance As of 12/31/2025
 % Fiscal Year Completed: 100.00

GL Number	Description	2025 Amended Budget	YTD Balance 12/31/2025	Encumbrance 12/31/2025	Available Balance 12/31/2025	% Bdgt Used
ELECTIONS						
E10	SALARIES & FRINGE BENEFITS	81,500.00	29,625.83		51,874.17	36.35
E20	OPERATING EXPENDITURES	17,850.00	12,631.11		5,218.89	70.76
E50	CONTRACTED SERVICES	55,000.00	17,782.59		37,217.41	32.33
Net - ELECTIONS		(154,350.00)	(60,039.53)	0.00	(94,310.47)	
INFORMATION TECHNOLOGY						
E10	SALARIES & FRINGE BENEFITS	389,529.00	368,868.29		20,660.71	94.70
E20	OPERATING EXPENDITURES	23,300.00	22,892.03		407.97	98.25
E30	MAINTENANCE EXPENDITURES	293,282.16	229,176.48	13,602.55	50,503.13	82.78
Net - INFORMATION TECHNOLOGY		(706,111.16)	(620,936.80)	(13,602.55)	(71,571.81)	
FINANCE						
E10	SALARIES & FRINGE BENEFITS	248,135.00	248,714.92		(579.92)	100.23
E20	OPERATING EXPENDITURES	2,250.00	74,510.16		(72,260.16)	3,311.56
E30	MAINTENANCE EXPENDITURES	0.00	850.00		(850.00)	100.00
E40	PROFESSIONAL SERVICES	63,000.00	57,245.66		5,754.34	90.87
E50	CONTRACTED SERVICES	30,000.00	12,529.75		17,470.25	41.77
Net - FINANCE		(343,385.00)	(393,850.49)	0.00	50,465.49	
ASSESSMENT						
E20	OPERATING EXPENDITURES	21,000.00	(14,552.73)		35,552.73	69.30
E30	MAINTENANCE EXPENDITURES	14,000.00	12,607.89		1,392.11	90.06
E40	PROFESSIONAL SERVICES	251,000.00	250,800.00		200.00	99.92
Net - ASSESSMENT		(286,000.00)	(248,855.16)	0.00	(37,144.84)	
BUILDING FACILITIES						
E10	SALARIES & FRINGE BENEFITS	30,333.00	29,815.18		517.82	98.29
E20	OPERATING EXPENDITURES	237,300.00	203,647.16		33,652.84	85.82
E30	MAINTENANCE EXPENDITURES	62,000.00	14,729.18		47,270.82	23.76
E50	CONTRACTED SERVICES	253,500.00	176,060.30	27,333.00	50,106.70	80.23
Net - BUILDING FACILITIES		(583,133.00)	(424,251.82)	(27,333.00)	(131,548.18)	
INSURANCES						
E25	INSURANCE	307,795.00	314,007.90		(6,212.90)	102.02
Net - INSURANCES		(307,795.00)	(314,007.90)	0.00	6,212.90	
LAW ENFORCEMENT						
E10	SALARIES & FRINGE BENEFITS	8,095,562.00	7,965,234.52		130,327.48	98.39
E20	OPERATING EXPENDITURES	360,091.00	312,156.12	7,341.00	40,593.88	88.73
E30	MAINTENANCE EXPENDITURES	303,000.00	214,371.43	15,649.47	72,979.10	75.91
E50	CONTRACTED SERVICES	47,000.00	36,660.30		10,339.70	78.00
Net - LAW ENFORCEMENT		(8,805,653.00)	(8,528,422.37)	(22,990.47)	(254,240.16)	
FIRE & EMS						
E10	SALARIES & FRINGE BENEFITS	10,288,719.00	10,366,276.91		(77,557.91)	100.75
E20	OPERATING EXPENDITURES	450,100.00	732,592.70		(282,492.70)	162.76
E30	MAINTENANCE EXPENDITURES	290,000.00	256,203.14		33,796.86	88.35
E50	CONTRACTED SERVICES	162,500.00	151,851.73	14,873.36	(4,225.09)	102.60
E60	CAPITAL OUTLAY	0.00	548.00		(548.00)	100.00
Net - FIRE & EMS		(11,191,319.00)	(11,507,472.48)	(14,873.36)	331,026.84	

QUARTERLY REPORT - GENERAL FUND FOR VILLAGE OF MOUNT PLEASANT

Balance As of 12/31/2025
 % Fiscal Year Completed: 100.00

GL Number	Description	2025 Amended Budget	YTD Balance 12/31/2025	Encumbrance 12/31/2025	Available Balance 12/31/2025	% Bdgt Used
BUILDING INSPECTION						
E10	SALARIES & FRINGE BENEFITS	286,513.00	284,529.70		1,983.30	99.31
E20	OPERATING EXPENDITURES	6,750.00	3,689.98		3,060.02	54.67
E30	MAINTENANCE EXPENDITURES	6,060.00	1,251.01		4,808.99	20.64
E50	CONTRACTED SERVICES	1,100.00			1,100.00	0.00
Net - BUILDING INSPECTION		(300,423.00)	(289,470.69)	0.00	(10,952.31)	
DISPATCH SERVICES						
E50	CONTRACTED SERVICES	264,363.00	264,363.00		0.00	100.00
Net - DISPATCH SERVICES		(264,363.00)	(264,363.00)	0.00	0.00	
PUBLIC WORKS ADMINISTRATION						
E10	SALARIES & FRINGE BENEFITS	161,238.00	158,884.09		2,353.91	98.54
E20	OPERATING EXPENDITURES	6,400.00	2,586.52		3,813.48	40.41
E30	MAINTENANCE EXPENDITURES	4,750.00	550.00		4,200.00	11.58
E40	PROFESSIONAL SERVICES	15,000.00	6,862.50		8,137.50	45.75
Net - PUBLIC WORKS ADMINISTRATION		(187,388.00)	(168,883.11)	0.00	(18,504.89)	
PUBLIC WORKS OPERATIONS						
E10	SALARIES & FRINGE BENEFITS	1,514,689.00	1,476,746.94		37,942.06	97.50
E20	OPERATING EXPENDITURES	860,500.00	499,144.39	215,025.86	146,329.75	82.99
E30	MAINTENANCE EXPENDITURES	235,000.00	176,570.39		58,429.61	75.14
E50	CONTRACTED SERVICES	55,200.00	46,708.42		8,491.58	84.62
Net - PUBLIC WORKS OPERATIONS		(2,665,389.00)	(2,199,170.14)	(215,025.86)	(251,193.00)	
MASS TRANSIT						
E50	CONTRACTED SERVICES	446,250.00	446,250.00		0.00	100.00
Net - MASS TRANSIT		(446,250.00)	(446,250.00)	0.00	0.00	
REFUSE & GARBAGE COLLECTION						
E50	CONTRACTED SERVICES	1,295,000.00	1,254,658.32		40,341.68	96.88
Net - REFUSE & GARBAGE COLLECTION		(1,295,000.00)	(1,254,658.32)	0.00	(40,341.68)	
PARKS						
E10	SALARIES & FRINGE BENEFITS	218,807.00	200,556.27		18,250.73	91.66
E20	OPERATING EXPENDITURES	65,750.00	57,971.88		7,778.12	88.17
E30	MAINTENANCE EXPENDITURES	39,917.45	28,721.17		11,196.28	71.95
E40	PROFESSIONAL SERVICES	10,000.00	7,566.13		2,433.87	75.66
E50	CONTRACTED SERVICES	94,300.00	131,205.34		(36,905.34)	139.14
Net - PARKS		(428,774.45)	(426,020.79)	0.00	(2,753.66)	
RECREATION						
E10	SALARIES & FRINGE BENEFITS	127,589.00	125,512.99		2,076.01	98.37
E20	OPERATING EXPENDITURES	26,000.00	22,841.14		3,158.86	87.85
Net - RECREATION		(153,589.00)	(148,354.13)	0.00	(5,234.87)	
PLANNING						
E05	ECONOMIC ASSISTANCE	47,750.00	45,775.71		1,974.29	95.87
E10	SALARIES & FRINGE BENEFITS	153,006.00	90,966.35		62,039.65	59.45
E20	OPERATING EXPENDITURES	10,650.00	5,257.18		5,392.82	49.36
E40	PROFESSIONAL SERVICES	88,320.00	78,651.65		9,668.35	89.05
Net - PLANNING		(299,726.00)	(220,650.89)	0.00	(79,075.11)	

QUARTERLY REPORT - DEBT SERVICE FOR VILLAGE OF MOUNT PLEASANT

Balance As of 12/31/2025
 % Fiscal Year Completed: 100.00

GL Number	Description	2025 Amended Budget	YTD Balance 12/31/2025	Encumbrance 12/31/2025	Available Balance 12/31/2025	% Bdgt Used	Fund
Revenues							
R10	TAXES	4,095,248.00	4,095,248.00		0.00	100.00	
R45	INTEREST INCOME	52,000.00	193,452.77		(141,452.77)	372.02	
R60	PUB CHGS FOR SVCS	1,284,676.00	1,284,676.10		(0.10)	100.00	
Revenues		<u>5,431,924.00</u>	<u>5,573,376.87</u>	0.00	<u>(141,452.87)</u>	102.60	
Expenditures							
E20	OPERATING EXPENDITURES	6,000.00	2,000.00		4,000.00	33.33	
E80	DEBT PAYMENT	5,379,924.00	5,300,423.60		79,500.40	98.52	
Expenditures		<u>5,385,924.00</u>	<u>5,302,423.60</u>	0.00	<u>83,500.40</u>	98.45	

QUARTERLY REPORT - TID 5 FOR VILLAGE OF MOUNT PLEASANT

Balance As of 12/31/2025
 % Fiscal Year Completed: 100.00

GL Number	Description	2025 Amended Budget	YTD Balance 12/31/2025	Encumbrance 12/31/2025	Available Balance 12/31/2025	% Bdgt Used
TID 5 - AREA 1						
Expenditure						
E40	PROFESSIONAL SERVICES	1,939,212.50	1,659,860.93		279,351.57	85.59
E10	SALARIES & FRINGE BENEFITS	1,670,548.00	1,406,305.43		264,242.57	84.18
E50	CONTRACTED SERVICES	0.00	121,474.81		(121,474.81)	100.00
E20	OPERATING EXPENDITURES	0.00	64,629.45		(64,629.45)	100.00
E05	ECONOMIC ASSISTANCE	725,000.00			725,000.00	0.00
E80	DEBT PAYMENT	11,401,224.00	9,748,477.52		1,652,746.48	85.50
E90	TRANSFERS	666,000.00	666,000.00		0.00	100.00
E60	CAPITAL OUTLAY	11,400,965.78	12,648,565.41	148,163.36	(1,395,762.99)	112.24
Expenditure		27,802,950.28	26,315,313.55	148,163.36	1,339,473.37	95.18
Revenue						
R45	INTEREST INCOME	2,136,815.00	3,831,216.68		(1,694,401.68)	179.30
R75	OTHER MISC REVENUES	14,141,500.00	15,411,450.65		(1,269,950.65)	108.98
R10	TAXES	10,493,232.00	10,009,177.18		484,054.82	95.39
Revenue		26,771,547.00	29,251,844.51	0.00	(2,480,297.51)	109.26
Fund 450 - TID 5 - AREA 1 :						
TOTAL REVENUES		26,771,547.00	29,251,844.51	0.00	(2,480,297.51)	109.26
TOTAL EXPENDITURES		27,802,950.28	26,315,313.55	148,163.36	1,339,473.37	95.18
NET OF REVENUES & EXPENDITURES:		(1,031,403.28)	2,936,530.96	(148,163.36)	(3,819,770.88)	
TID 5 AREA 2						
Expenditure						
E40	PROFESSIONAL SERVICES	814,000.00	312,868.15		501,131.85	38.44
E60	CAPITAL OUTLAY	0.00	36,850.00		(36,850.00)	100.00
Expenditure		814,000.00	349,718.15	0.00	464,281.85	42.96
Revenue						
R45	INTEREST INCOME	0.00	196,058.58		(196,058.58)	100.00
R10	TAXES	3,549,700.00	3,384,490.00		165,210.00	95.35
R60	PUB CHGS FOR SVCS	0.00	21,200.00		(21,200.00)	100.00
Revenue		3,549,700.00	3,601,748.58	0.00	(52,048.58)	101.47
Fund 451 - TID 5 AREA 2:						
TOTAL REVENUES		3,549,700.00	3,601,748.58	0.00	(52,048.58)	101.47
TOTAL EXPENDITURES		814,000.00	349,718.15	0.00	464,281.85	42.96
NET OF REVENUES & EXPENDITURES:		2,735,700.00	3,252,030.43	0.00	(516,330.43)	

QUARTERLY REPORT - TID 5 FOR VILLAGE OF MOUNT PLEASANT

Balance As of 12/31/2025
 % Fiscal Year Completed: 100.00

GL Number	Description	2025 Amended Budget	YTD Balance 12/31/2025	Encumbrance 12/31/2025	Available Balance 12/31/2025	% Bdgt Used
TID 5 NORTH AREA						
Expenditure						
E40	PROFESSIONAL SERVICES	514,000.00	136,338.66		377,661.34	26.53
E05	ECONOMIC ASSISTANCE	0.00	726,574.39		(726,574.39)	100.00
E80	DEBT PAYMENT	0.00	45,687.25		(45,687.25)	100.00
E60	CAPITAL OUTLAY	0.00	1,359.40		(1,359.40)	100.00
	Expenditure	<u>514,000.00</u>	<u>909,959.70</u>	<u>0.00</u>	<u>(395,959.70)</u>	<u>177.03</u>
Revenue						
R45	INTEREST INCOME	0.00	97,106.41		(97,106.41)	100.00
R75	OTHER MISC REVENUES	0.00	232,844.00		(232,844.00)	100.00
R10	TAXES	1,821,800.00	1,939,342.98		(117,542.98)	106.45
R60	PUB CHGS FOR SVCS	0.00	3,000.00		(3,000.00)	100.00
	Revenue	<u>1,821,800.00</u>	<u>2,272,293.39</u>	<u>0.00</u>	<u>(450,493.39)</u>	<u>124.73</u>
Fund 452 - TID 5 NORTH AREA:						
	TOTAL REVENUES	1,821,800.00	2,272,293.39	0.00	(450,493.39)	124.73
	TOTAL EXPENDITURES	514,000.00	909,959.70	0.00	(395,959.70)	177.03
	NET OF REVENUES & EXPENDITURES:	<u>1,307,800.00</u>	<u>1,362,333.69</u>	<u>0.00</u>	<u>(54,533.69)</u>	
Report Totals:						
	TOTAL REVENUES - ALL FUNDS	32,143,047.00	35,125,886.48	0.00	(2,982,839.48)	109.28
	TOTAL EXPENDITURES - ALL FUNDS	29,130,950.28	27,574,991.40	148,163.36	1,407,795.52	95.17
	NET OF REVENUES & EXPENDITURES:	<u>3,012,096.72</u>	<u>7,550,895.08</u>	<u>(148,163.36)</u>	<u>(4,390,635.00)</u>	

QUARTERLY REPORT - SEWER FOR VILLAGE OF MOUNT PLEASANT

Balance As of 12/31/2025
 % Fiscal Year Completed: 100.00

GL Number	Description	2025 Amended Budget	YTD Balance 12/31/2025	Encumbrance 12/31/2025	Available Balance 12/31/2025	% Bdgt Used
Account Category: Revenues						
R12	SPECIAL ASSESSMENTS	0.00	3,685.36		(3,685.36)	100.00
R40	PERMITS	80,000.00	165,395.00		(85,395.00)	206.74
R45	INTEREST INCOME	1,016,000.00	1,344,826.66		(328,826.66)	132.36
R60	PUB CHGS FOR SVCS	9,882,000.00	8,912,335.87		969,664.13	90.19
R75	OTHER MISC REVENUES	47,000.00	28,624.79		18,375.21	60.90
R90	OTHER FINANCING SOURCES	0.00	1,400.00		(1,400.00)	100.00
Revenues		11,025,000.00	10,456,267.68	0.00	568,732.32	94.84
Account Category: Expenditures						
E10	SALARIES & FRINGE BENEFITS	1,004,473.00	963,262.82		78,802.18	92.15
E20	OPERATING EXPENDITURES	366,300.00	236,089.16		130,210.84	64.45
E30	MAINTENANCE EXPENDITURES	401,426.81	265,360.16	7,913.00	128,153.65	68.08
E40	PROFESSIONAL SERVICES	60,000.00	25,964.05	12,748.00	21,287.95	64.52
E50	CONTRACTED SERVICES	4,233,500.00	2,791,039.67	1,432,026.70	10,433.63	99.75
E60	CAPITAL OUTLAY	1,780,500.00	915,723.44	329,162.28	535,614.28	69.92
E80	DEBT PAYMENT	1,620,314.00	1,484,046.52	(692,196.00)	935,169.58	42.28
E85	NON CASH EXPENSES	1,831,552.00			1,831,552.00	0.00
E90	TRANSFERS	200,000.00	200,000.00		0.00	100.00
Expenditures		11,498,065.81	6,881,485.82	1,089,653.98	3,671,224.11	68.07

QUARTERLY REPORTS - CAPITAL FOR VILLAGE OF MOUNT PLEASANT

Balance As of 12/31/2025
 % Fiscal Year Completed: 100.00

GL Number	Description	2025 Amended Budget	YTD Balance 12/31/2025	Encumbrance 12/31/2025	Available Balance 12/31/2025	% Bdgt Used
GENERAL CAPITAL PROJECT FUND						
Expenditure						
E60	CAPITAL OUTLAY	6,319,380.17	2,381,098.28	907,114.10	3,031,167.79	52.03
	Expenditure	6,319,380.17	2,381,098.28	907,114.10	3,031,167.79	52.03
Revenue						
R10	TAXES	1,175,010.00	1,175,010.00		0.00	100.00
R60	PUB CHGS FOR SVCS	120,212.00			120,212.00	0.00
R45	INTEREST INCOME	62,000.00	29,462.25		32,537.75	47.52
R75	OTHER MISC REVENUES	30,000.00	112,611.89	(30,000.00)	(112,611.89)	475.37
A85	CAPITAL ASSETS DEPRECIABLE	3,800,000.00			3,800,000.00	0.00
R90	OTHER FINANCING SOURCES	556,800.00	556,880.00		(80.00)	100.01
	Revenue	5,744,022.00	1,873,964.14	(30,000.00)	3,840,057.86	33.15
Fund 400 - GENERAL CAPITAL PROJECT FUND:						
	TOTAL REVENUES	5,744,022.00	1,873,964.14	(30,000.00)	3,840,057.86	33.15
	TOTAL EXPENDITURES	6,319,380.17	2,381,098.28	907,114.10	3,031,167.79	52.03
	NET OF REVENUES & EXPENDITURES:	(575,358.17)	(507,134.14)	(877,114.10)	808,890.07	
VILLAGE ROADS CAP PROJ FUND						
Expenditure						
E60	CAPITAL OUTLAY	3,495,539.99	2,985,929.22	374,746.10	134,864.67	96.14
	Expenditure	3,495,539.99	2,985,929.22	374,746.10	134,864.67	96.14
Revenue						
R10	TAXES	1,570,900.00	1,570,900.00		0.00	100.00
R45	INTEREST INCOME	123,000.00	87,199.82		35,800.18	70.89
A85	CAPITAL ASSETS DEPRECIABLE	200,000.00			200,000.00	0.00
R20	GRANTS	715,000.00	1,111,395.26		(396,395.26)	155.44
	Revenue	2,608,900.00	2,769,495.08	0.00	(160,595.08)	106.16
Fund 401 - VILLAGE ROADS CAP PROJ FUND:						
	TOTAL REVENUES	2,608,900.00	2,769,495.08	0.00	(160,595.08)	106.16
	TOTAL EXPENDITURES	3,495,539.99	2,985,929.22	374,746.10	134,864.67	96.14
	NET OF REVENUES & EXPENDITURES:	(886,639.99)	(216,434.14)	(374,746.10)	(295,459.75)	
Report Totals:						
	TOTAL REVENUES - ALL FUNDS	8,352,922.00	4,643,459.22	(30,000.00)	3,679,462.78	55.95
	TOTAL EXPENDITURES - ALL FUNDS	9,814,920.16	5,367,027.50	1,281,860.20	3,166,032.46	67.74
	NET OF REVENUES & EXPENDITURES:	(1,461,998.16)	(723,568.28)	(1,251,860.20)	513,430.32	

QUARTERLY REPORT - TID 1-4, 6 & 7 FOR VILLAGE OF MOUNT PLEASANT

Balance As of 12/31/2025
 % Fiscal Year Completed: 100.00

GL Number	Description	2025 Amended Budget	YTD Balance 12/31/2025	Encumbrance 12/31/2025	Available Balance 12/31/2025	% Bdgt Used
TID 1						
Expenditure						
E10	SALARIES & FRINGE BENEFITS	180,489.00	166,894.27		13,594.73	92.47
E50	CONTRACTED SERVICES	21,207.00	19,682.00		1,525.00	92.81
E40	PROFESSIONAL SERVICES	39,902.50	318,077.27		(278,174.77)	797.14
E20	OPERATING EXPENDITURES	0.00	600.00		(600.00)	100.00
E05	ECONOMIC ASSISTANCE	920,000.00	1,078,367.39		(158,367.39)	117.21
E80	DEBT PAYMENT	1,153,579.00	1,153,578.82		0.18	100.00
E90	TRANSFERS	22,000.00	22,000.00		0.00	100.00
Expenditure		<u>2,337,177.50</u>	<u>2,759,199.75</u>	<u>0.00</u>	<u>(422,022.25)</u>	<u>118.06</u>
Revenue						
R10	TAXES	3,125,917.00	2,807,914.22		318,002.78	89.83
R12	SPECIAL ASSESSMENTS	0.00	216,679.46		(216,679.46)	100.00
R75	OTHER MISC REVENUES	0.00	94,053.20		(94,053.20)	100.00
R45	INTEREST INCOME	106,000.00	182,736.49		(76,736.49)	172.39
Revenue		<u>3,231,917.00</u>	<u>3,301,383.37</u>	<u>0.00</u>	<u>(69,466.37)</u>	<u>102.15</u>
Fund 410 - TID 1:						
TOTAL REVENUES		3,231,917.00	3,301,383.37	0.00	(69,466.37)	102.15
TOTAL EXPENDITURES		2,337,177.50	2,759,199.75	0.00	(422,022.25)	118.06
NET OF REVENUES & EXPENDITURES:		<u>894,739.50</u>	<u>542,183.62</u>	<u>0.00</u>	<u>352,555.88</u>	
TID 2						
Expenditure						
E10	SALARIES & FRINGE BENEFITS	195,832.00	182,084.93		13,747.07	92.98
E50	CONTRACTED SERVICES	0.00	19,719.50		(19,719.50)	100.00
E40	PROFESSIONAL SERVICES	15,813.75	7,879.27		7,934.48	49.83
E20	OPERATING EXPENDITURES	0.00	200.00		(200.00)	100.00
E05	ECONOMIC ASSISTANCE	1,093,200.00	1,352,562.11		(259,362.11)	123.73
E80	DEBT PAYMENT	277,275.00	277,275.00		0.00	100.00
E90	TRANSFERS	42,000.00	42,000.00		0.00	100.00
Expenditure		<u>1,624,120.75</u>	<u>1,881,720.81</u>	<u>0.00</u>	<u>(257,600.06)</u>	<u>115.86</u>
Revenue						
R10	TAXES	4,590,086.00	3,136,795.67		1,453,290.33	68.34
R75	OTHER MISC REVENUES	99,300.00	280,460.98		(181,160.98)	282.44
R45	INTEREST INCOME	121,000.00	284,210.25		(163,210.25)	234.88
Revenue		<u>4,810,386.00</u>	<u>3,701,466.90</u>	<u>0.00</u>	<u>1,108,919.10</u>	<u>76.95</u>
Fund 420 - TID 2:						
TOTAL REVENUES		4,810,386.00	3,701,466.90	0.00	1,108,919.10	76.95
TOTAL EXPENDITURES		1,624,120.75	1,881,720.81	0.00	(257,600.06)	115.86
NET OF REVENUES & EXPENDITURES:		<u>3,186,265.25</u>	<u>1,819,746.09</u>	<u>0.00</u>	<u>1,366,519.16</u>	

QUARTERLY REPORT - TID 1-4, 6 & 7 FOR VILLAGE OF MOUNT PLEASANT

Balance As of 12/31/2025
 % Fiscal Year Completed: 100.00

GL Number	Description	2025 Amended Budget	YTD Balance 12/31/2025	Encumbrance 12/31/2025	Available Balance 12/31/2025	% Bdgt Used
TID 3						
Expenditure						
E10	SALARIES & FRINGE BENEFITS	132,803.00	122,420.45		10,382.55	92.18
E50	CONTRACTED SERVICES	0.00	351.00		(351.00)	100.00
E40	PROFESSIONAL SERVICES	12,583.40	9,427.80		3,155.60	74.92
E20	OPERATING EXPENDITURES	0.00	600.00		(600.00)	100.00
E80	DEBT PAYMENT	440,675.00	440,675.00		0.00	100.00
E90	TRANSFERS	20,000.00	20,000.00		0.00	100.00
	Expenditure	606,061.40	593,474.25	0.00	12,587.15	97.92
Revenue						
R10	TAXES	927,300.00	831,031.88		96,268.12	89.62
R45	INTEREST INCOME	7,000.00	28,482.45		(21,482.45)	406.89
	Revenue	934,300.00	859,514.33	0.00	74,785.67	92.00
Fund 430 - TID 3:						
	TOTAL REVENUES	934,300.00	859,514.33	0.00	74,785.67	92.00
	TOTAL EXPENDITURES	606,061.40	593,474.25	0.00	12,587.15	97.92
	NET OF REVENUES & EXPENDITURES:	328,238.60	266,040.08	0.00	62,198.52	
TID 4						
Expenditure						
E10	SALARIES & FRINGE BENEFITS	41,901.00	37,921.08		3,979.92	90.50
E50	CONTRACTED SERVICES	0.00	56.25		(56.25)	100.00
E40	PROFESSIONAL SERVICES	12,520.00	34,135.51		(21,615.51)	272.65
E20	OPERATING EXPENDITURES	0.00	400.00		(400.00)	100.00
E05	ECONOMIC ASSISTANCE	885,000.00	843,095.16		41,904.84	95.26
E80	DEBT PAYMENT	175,638.00	175,637.50		0.50	100.00
E90	TRANSFERS	19,600.00	19,600.00		0.00	100.00
E60	CAPITAL OUTLAY	0.00	123,724.25	14,915.00	(138,639.25)	100.00
	Expenditure	1,134,659.00	1,234,569.75	14,915.00	(114,825.75)	110.12
Revenue						
R10	TAXES	1,494,710.00	1,391,044.97		103,665.03	93.06
R45	INTEREST INCOME	27,000.00	71,872.40		(44,872.40)	266.19
	Revenue	1,521,710.00	1,462,917.37	0.00	58,792.63	96.14
Fund 440 - TID 4 :						
	TOTAL REVENUES	1,521,710.00	1,462,917.37	0.00	58,792.63	96.14
	TOTAL EXPENDITURES	1,134,659.00	1,234,569.75	14,915.00	(114,825.75)	110.12
	NET OF REVENUES & EXPENDITURES:	387,051.00	228,347.62	(14,915.00)	173,618.38	

QUARTERLY REPORT - TID 1-4, 6 & 7 FOR VILLAGE OF MOUNT PLEASANT

Balance As of 12/31/2025
 % Fiscal Year Completed: 100.00

GL Number	Description	2025 Amended Budget	YTD Balance 12/31/2025	Encumbrance 12/31/2025	Available Balance 12/31/2025	% Bdgt Used
TID 6						
Expenditure						
E40	PROFESSIONAL SERVICES	19,607.00	22,342.90		(2,735.90)	113.95
E05	ECONOMIC ASSISTANCE	970,000.00	966,959.00		3,041.00	99.69
	Expenditure	<u>989,607.00</u>	<u>989,301.90</u>	0.00	<u>305.10</u>	<u>99.97</u>
Revenue						
R10	TAXES	1,078,500.00	1,035,980.12		42,519.88	96.06
R45	INTEREST INCOME	0.00	5,506.48		(5,506.48)	100.00
	Revenue	<u>1,078,500.00</u>	<u>1,041,486.60</u>	0.00	<u>37,013.40</u>	<u>96.57</u>
Fund 460 - TID 6:						
	TOTAL REVENUES	1,078,500.00	1,041,486.60	0.00	37,013.40	96.57
	TOTAL EXPENDITURES	989,607.00	989,301.90	0.00	305.10	99.97
	NET OF REVENUES & EXPENDITURES:	<u>88,893.00</u>	<u>52,184.70</u>	<u>0.00</u>	<u>36,708.30</u>	
TID 7						
Expenditure						
E50	CONTRACTED SERVICES	19,607.00	33,983.50		(14,376.50)	173.32
E40	PROFESSIONAL SERVICES	201,284.63	6,645.90		194,638.73	3.30
E20	OPERATING EXPENDITURES	0.00	7,686.44		(7,686.44)	100.00
E80	DEBT PAYMENT	85,500.00	185,698.37		(100,198.37)	217.19
E60	CAPITAL OUTLAY	3,268,649.36	3,476,110.48	49,538.61	(256,999.73)	107.86
	Expenditure	<u>3,575,040.99</u>	<u>3,710,124.69</u>	49,538.61	<u>(184,622.31)</u>	<u>105.16</u>
Revenue						
R10	TAXES	240,000.00	308,435.03		(68,435.03)	128.51
R45	INTEREST INCOME	0.00	104,096.84		(104,096.84)	100.00
	Revenue	<u>240,000.00</u>	<u>412,531.87</u>	0.00	<u>(172,531.87)</u>	<u>171.89</u>
Fund 470 - TID 7:						
	TOTAL REVENUES	240,000.00	412,531.87	0.00	(172,531.87)	171.89
	TOTAL EXPENDITURES	3,575,040.99	3,710,124.69	49,538.61	(184,622.31)	105.16
	NET OF REVENUES & EXPENDITURES:	<u>(3,335,040.99)</u>	<u>(3,297,592.82)</u>	<u>(49,538.61)</u>	<u>12,090.44</u>	
Report Totals:						
	TOTAL REVENUES - ALL FUNDS	11,816,813.00	10,779,300.44	0.00	1,037,512.56	91.22
	TOTAL EXPENDITURES - ALL FUNDS	10,266,666.64	11,168,391.15	64,453.61	(966,178.12)	109.41
	NET OF REVENUES & EXPENDITURES:	<u>1,550,146.36</u>	<u>(389,090.71)</u>	<u>(64,453.61)</u>	<u>2,003,690.68</u>	

QUARTERLY REPORT - SPECIAL REVENUE FOR VILLAGE OF MOUNT PLEASANT

Balance As of 12/31/2025
 % Fiscal Year Completed: 100.00

GL Number	Description	2025 Amended Budget	YTD Balance 12/31/2025	Encumbrance 12/31/2025	Available Balance 12/31/2025	% Bdg't Used
PUBLIC SAFETY GRANT/DONATION FUND						
Expenditure						
[None]	Unclassified	0.00	2,167.45		(2,167.45)	100.00
E10	SALARIES & FRINGE BENEFITS	169,500.00	38,867.71		130,632.29	22.93
E20	OPERATING EXPENDITURES	25,500.00	165,316.68	29,009.70	(168,826.38)	762.06
E60	CAPITAL OUTLAY	10,000.00	55,067.03		(45,067.03)	550.67
Expenditure		205,000.00	261,418.87	29,009.70	(85,428.57)	141.67
Revenue						
R20	GRANTS	205,000.00	156,369.08		48,630.92	76.28
R75	OTHER MISC REVENUES	4,400.00	49,893.29		(45,493.29)	1,133.94
R45	INTEREST INCOME	0.00	16,665.70		(16,665.70)	100.00
R60	PUB CHGS FOR SVCS	0.00	229,487.80		(229,487.80)	100.00
Revenue		209,400.00	452,415.87	0.00	(243,015.87)	216.05
Fund 270 - PUBLIC SAFETY GRANT/DONATION FUND:						
TOTAL REVENUES		209,400.00	452,415.87	0.00	(243,015.87)	216.05
TOTAL EXPENDITURES		205,000.00	261,418.87	29,009.70	(85,428.57)	141.67
NET OF REVENUES & EXPENDITURES:		4,400.00	190,997.00	(29,009.70)	(157,587.30)	
FIRE STATION #10 FUND						
Expenditure						
E20	OPERATING EXPENDITURES	14,000.00	12,029.79		1,970.21	85.93
E30	MAINTENANCE EXPENDITURES	13,000.00	12,440.55		559.45	95.70
Expenditure		27,000.00	24,470.34	0.00	2,529.66	90.63
Revenue						
R75	OTHER MISC REVENUES	1,000.00	799.31		200.69	79.93
R60	PUB CHGS FOR SVCS	27,000.00	24,251.13		2,748.87	89.82
Revenue		28,000.00	25,050.44	0.00	2,949.56	89.47
Fund 275 - FIRE STATION #10 FUND:						
TOTAL REVENUES		28,000.00	25,050.44	0.00	2,949.56	89.47
TOTAL EXPENDITURES		27,000.00	24,470.34	0.00	2,529.66	90.63
NET OF REVENUES & EXPENDITURES:		1,000.00	580.10	0.00	419.90	
PUBLIC SAFETY DONATION FUND						
Revenue						
R75	OTHER MISC REVENUES	30,500.00			30,500.00	0.00
Revenue		30,500.00	0.00	0.00	30,500.00	0.00
Fund 280 - PUBLIC SAFETY DONATION FUND:						
TOTAL REVENUES		30,500.00	0.00	0.00	30,500.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES:		30,500.00	0.00	0.00	30,500.00	

QUARTERLY REPORT - SPECIAL REVENUE FOR VILLAGE OF MOUNT PLEASANT

Balance As of 12/31/2025
 % Fiscal Year Completed: 100.00

GL Number	Description	2025 Amended Budget	YTD Balance 12/31/2025	Encumbrance 12/31/2025	Available Balance 12/31/2025	% Bdgt Used
TOURISM COMMISSION						
Expenditure						
E10	SALARIES & FRINGE BENEFITS	132,057.00	121,862.19		10,194.81	92.28
E20	OPERATING EXPENDITURES	206,000.00	135,685.49		70,314.51	65.87
E50	CONTRACTED SERVICES	750,000.00	684,965.47	11,973.17	53,061.36	92.93
E40	PROFESSIONAL SERVICES	3,000.00	811.00		2,189.00	27.03
	Expenditure	<u>1,091,057.00</u>	<u>943,324.15</u>	<u>11,973.17</u>	<u>135,759.68</u>	<u>87.56</u>
Revenue						
R45	INTEREST INCOME	81,000.00	71,319.52		9,680.48	88.05
R10	TAXES	853,500.00	989,188.97		(135,688.97)	115.90
	Revenue	<u>934,500.00</u>	<u>1,060,508.49</u>	<u>0.00</u>	<u>(126,008.49)</u>	<u>113.48</u>
Fund 500 - TOURISM COMMISSION:						
	TOTAL REVENUES	934,500.00	1,060,508.49	0.00	(126,008.49)	113.48
	TOTAL EXPENDITURES	1,091,057.00	943,324.15	11,973.17	135,759.68	87.56
	NET OF REVENUES & EXPENDITURES:	<u>(156,557.00)</u>	<u>117,184.34</u>	<u>(11,973.17)</u>	<u>(261,768.17)</u>	
Report Totals:						
	TOTAL REVENUES - ALL FUNDS	1,202,400.00	1,537,974.80	0.00	(335,574.80)	127.91
	TOTAL EXPENDITURES - ALL FUNDS	1,323,057.00	1,229,213.36	40,982.87	52,860.77	96.00
	NET OF REVENUES & EXPENDITURES:	<u>(120,657.00)</u>	<u>308,761.44</u>	<u>(40,982.87)</u>	<u>(388,435.57)</u>	

New Massage Establishment License Application for Third Eye Elevated Bodywork LLC

BACKGROUND

The Village of Mount Pleasant regulates massage establishment licensing through Chapter 46 Article V of the Mount Pleasant Municipal Code. The purpose of this chapter is to ensure massage establishments operate in a manner that is compliance with local, state, and federal law and further s the public interest, safety and welfare of the community and employees by providing minimum building, sanitation and health standards for these establishments.

Third Eye Elevated Bodywork, LLC will operate within Sola Salons, located at 13200 Globe Drive. Sola Salons is a facility designed with private salon and spa suites that are leased by beauty and wellness professionals to provide individualized services in a private setting.

The following information was provided.

- Confirmation of Legal Name (corporation, limited liability company, partnership)
- Trade or Business Name
- Required Insurance Coverages
- Background check on Applicant

RECOMMENDATION

Staff recommends that the Village Board: **Move to approve** the Massage Establishment License Application for Third Eye Elevated Bodywork LLC, for the licensing period of February 24, 2026 to June 30, 2026 contingent upon all monies owed to the Village are paid prior to license issuance by the Village Clerk.

FISCAL IMPACT

Massage Establishment license fees for the submitted application is \$100.

PREPARED BY

Jill Firkus, Village Clerk, on February 4, 2026

mail in



VILLAGE OF MOUNT PLEASANT Massage Establishment License Application

1-Year License - Expires June 30th Each Year - License Fee is Non-Refundable & Not Prorated

Circle One: New | Renewal License Period: July 1, 2025 to June 30, 2026 Fee \$125.00

I/WE HEREBY APPLY FOR A MASSAGE ESTABLISHMENT LICENSE IN MOUNT PLEASANT FROM DATE HEREOF UNTIL THE EXPIRATION DATE OF JUNE 30TH OF EACH YEAR (UNLESS SOONER REVOKED) SUBJECT TO THE LIMITATIONS IMPOSED BY SECTION 46 ARTICLE V OF THE MOUNT PLEASANT MUNICIPAL CODE, AND HEREBY AGREE TO COMPLY WITH ALL LAWS, RESOLUTIONS, ORDINANCES AND REGULATIONS AS IT RELATES TO THE OPERATION OF A MASSAGE ESTABLISHMENT.

- Applicant Must Provide the Following:
- Copy of your Driver's License - Background Check
 - Copy of your State Issued Massage License
 - Proof of Insurance

APPLICANT INFORMATION: PLEASE PRINT

Legal Name of the Applicant: Brittany P. Crossley

Applicant Address 7709 23rd Ave City Kenosha State WI Zip 53143

Applicant Contact/Phone [REDACTED] Applicant Email [REDACTED]

Previous Address during the last 3 years: 3217 W. Montana St. Milwaukee, WI 53215

Have you been convicted of any felony in the State of Wisconsin or the United States? YES NO

Have you been convicted of violating any law or ordinance regulating massage establishments? YES NO

Do you have past experience in operating a massage establishment? YES NO If yes, how long? _____

What was your Business or Occupation of employment for 3 years preceding date of application? massage Therapist

PREMISES INFORMATION: PLEASE PRINT

Name of Massage Establishment Third Eye Elevated Bodywork LLC

Establishment Address 3200 Globe Dr. Ste 101 City Mount Pleasant State WI Zip 53177

Business Phone (414) 502 4216 Business Email thirdEyeElevatedbodywork@gmail.com

Certification: I hereby certify that the information on this application is complete, accurate, true and agree to comply with all state and local laws, ordinances and regulations. By signing this form you agree to allow the Village to conduct a background check.

Date: 1/20/26 Signature of Applicant: [Signature]

FOR OFFICE USE ONLY

Return Completed Form & Payment to:

Mount Pleasant Village Clerk
8811 Campus Drive
Mount Pleasant, WI 53406

Questions:

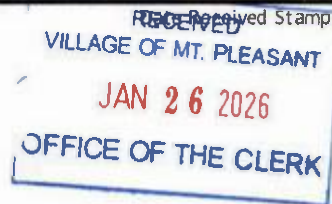
Health Inspector
Village Hall Main Line: 262-664-7800 Option 3
Email: clerk@mtpleasantwi.gov

Village Board Recommends:

Approve: Deny:

License Number _____

Date: ____ / ____ / ____





VILLAGE OF MOUNT PLEASANT
Massage Establishment License Application

1-Year License - Expires June 30th Each Year - License Fee is Non-Refundable & Not Prorated

REQUIRED: COMPLETE INFORMATION BELOW FOR ALL MASSAGE THERAPISTS EMPLOYED AT THE MASSAGE ESTABLISHMENT

MASSAGE THERAPIST INFORMATION: PLEASE PRINT

Name: Brittany Crossley Address: [Redacted]
Date of Birth (MM/DD/YYYY): [Redacted] City: Kenosha State: WI ZIP: 53143
State of WI License Number: 17562-146

Name: Address:
Date of Birth (MM/DD/YYYY): / / City: State: ZIP:
State of WI License Number:

Name: Address:
Date of Birth (MM/DD/YYYY): / / City: State: ZIP:
State of WI License Number:

Name: Address:
Date of Birth (MM/DD/YYYY): / / City: State: ZIP:
State of WI License Number:

Name: Address:
Date of Birth (MM/DD/YYYY): / / City: State: ZIP:
State of WI License Number:

Name: Address:
Date of Birth (MM/DD/YYYY): / / City: State: ZIP:
State of WI License Number:

ADD ADDITIONAL PAGES IF NECESSARY

THE STATE OF WISCONSIN

MEDICAL EXAMINING BOARD

Hereby certifies that

BRITTANY PATRICIA CROSSLEY

was granted a license to practice as a

MASSAGE THERAPIST OR BODYWORK THERAPIST

in the State of Wisconsin in accordance with Wisconsin Law

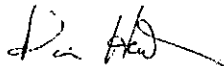
on the 1st day of July in the year 2024.

The authority granted herein must be renewed each biennium by the granting authority.

In witness thereof, the State of Wisconsin

Medical Examining Board

*has caused this certificate to be issued under
the seal of the Department of Safety and Professional Services*



Dan Hereth, Secretary



Tony Evers, Governor





AMTA Member ID#: 2079656
Brittany Crossley
7709 23rd Ave
Kenosha, WI 53143-5724

AMTA Member Classification: PROF

Enrolled Member Effective Date: 10/01/2025 - 09/30/2026

Coverage for enrolled member's business is limited to claims arising from enrolled member's professional services.

Business Name: Third Eye Elevated Bodywork LLC

Administered By:
Healthcare Providers Service Organization
Affinity Insurance Services, Inc.
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034

Insurance Company:
Columbia Casualty Company
A CNA Company

TYPE OF INSURANCE	MASTER POLICY NUMBER	LIMITS (per enrolled member)
Professional Liability Occurrence Coverage	0289955556	\$2,000,000 each claim / \$6,000,000 aggregate Subject to the Master Policy Aggregate

Coverage is afforded to AMTA Members for a period of 12 months concurrent with the Enrolled Member Effective Date or until membership is terminated or expires. Student Enrolled membership expires on the last day of the month in which the Student Enrolled Member graduates. No coverage is afforded to Student Enrolled Members for providing massage therapy services outside of school sanctioned and directed activities. If the AMTA Master Policy is non-renewed or cancelled, the AMTA Member's coverage under this policy will terminate upon the expiration of the Enrolled Member Effective Date and will not be renewed. The Master Policy Aggregate may be reduced by claims paid on behalf of other insureds.

ADDITIONAL COVERAGES (included in Professional Liability Limits specified above)

- | | |
|---|---|
| <ul style="list-style-type: none"> • General Liability • Products Liability • Host Liquor Liability • Personal Injury Liability | <ul style="list-style-type: none"> • Good Samaritan Liability • Malplacement Liability • Fire & Water Legal Liability (subject to \$100,000 sub limit) |
|---|---|

COVERAGE EXTENSIONS	COVERAGE EXTENSION LIMITS
<ul style="list-style-type: none"> • License Protection • Defendant Expense Benefit • Deposition Representation • Assault (excluding Texas) • Medical Payments • First Aid • Information Privacy Coverage (HIPAA) 	<ul style="list-style-type: none"> \$10,000 per proceeding / \$25,000 aggregate \$10,000 aggregate \$2,500 per deposition / \$5,000 aggregate \$10,000 per incident / \$25,000 aggregate \$2,000 per person / \$100,000 aggregate \$2,500 aggregate \$10,000 aggregate

This material is intended to provide a general overview of the products and services offered. Coverage for enrolled member's business is limited to claims arising from enrolled member's professional services. Only the policy can provide the actual terms, coverage amounts, conditions and exclusions.
Please contact HPSO at 1-888-253-1474 directly for a free copy of the complete policy.

AMTA Coverage

AMTA Members are covered for professional services for which the enrolled member is licensed, certified, accredited or professionally trained to perform as a massage therapist. Student Enrolled Members are covered only for those services for which the Student Enrolled Member is professionally trained to perform while engaged in school sanctioned and directed activities. If an enrolled member practices in any jurisdiction which governs massage therapy services, then massage therapy services means those services for which the enrolled member is licensed, certified, accredited, trained or qualified to perform within the scope of practice recognized by the governmental regulatory agency responsible for maintaining the standards of the profession of massage therapy. Professional services also means the enrolled member's massage therapy services while acting as a member of a formal accreditation, standards review, or similar professional board or committee, including the directives of such board or committee.

As an AMTA enrolled member covered by the AMTA insurance program, enrolled members are responsible for and expected at all times to be familiar and current with all laws, regulations, etc. in their state of practice that govern their profession as a massage therapist.

Modality Exclusions

Any acts, errors or omissions involving the activities designated below are excluded. This list is subject to review and change by AMTA.

Electrolysis or microcurrent; radiation for the removal of hair; photo coagulation technique for the removal of hair; plastic surgery of any type; removal of warts, moles, or other growths; laser or other types of pulsed light treatments; weight reducing treatments; sun tanning treatments; Botox; hair implanting or hair transplanting; tinting, dyeing or coloring of hair, eyelashes, or eyebrows; removal of any form of permanent cosmetic makeup; yoga trapeze, yoga swing, or aerial yoga hammock; surgical or non-surgical body contouring; or flotation or sensory deprivation pod therapy.

Colon hydrotherapy, nutritional or dietary counseling, personal training, pilates, religious healing, procedures that use fire, cupping therapy with use of heat, ear candling, saunas, sun tanning treatments other than topical tanning lotions or sprays, procedures which penetrate the skin or body cavities either manually or with other methods of intrusion other than manual soft tissue manipulation of the oral or nasal cavities.

Diagnosis, prescription, or service in the capacity of any other profession or branch of healthcare or medicine for which a license to practice is required by law including chiropractic, dentistry, dermatology, naprapathy, naturopathy, nursing, orthopedics, osteopathy, physical therapy, podiatry, psychiatry, psychology or psychotherapy.

Any service or activity where any domestic or non-domestic animal is present in the room, facility, or part of the premises in which such service or activity takes place, regardless of whether or not the animal is used in connection with such services. This exclusion applies whether the animal is owned by, or in the care, custody or control of, any enrolled member, an employer or co-worker, or any other person, and includes, but is not limited to: (a) the failure to train, supervise, or control animal(s); (b) any injury caused or exacerbated by exposure to an animal; or (c) any services provided to, or injury or damage to any animal.

Additional Information

An AMTA membership card in conjunction with this notice should serve as acceptable evidence of insurance to anyone requesting proof of your professional liability coverage. If you have any additional questions concerning the AMTA Professional Liability Insurance Plan, please call our insurance administrator, HPSO, toll-free at 1-888-253-1474. We are dedicated to giving you the best service possible and thank you for the opportunity to provide this insurance and membership to you. Please also feel free to call AMTA with questions or comments.

Reporting Claims

Please call HPSO toll-free at 1-888-253-1474 for claim reporting procedures or refer to the AMTA Professional Liability Benefits Guide.

Additional Insured Requests

Please call HPSO toll-free at 1-888-253-1474 for additional insured requests.

This program is underwritten by Columbia Casualty Company, a CNA company and is offered through the Healthcare Providers Service Organization Risk Purchasing Group. This material is intended to provide a general overview of the products and services offered. Only the policy can provide the actual terms, coverage amounts, conditions and exclusions.

Alcohol Beverage License and Cigarette, Tobacco, and Electronic Vaping Device License Agent Change for Mega Marts, LLC DBA Pick n Save #891 2820 S. Green Bay Road

BACKGROUND

The State of Wisconsin regulates alcohol licensing for local governments through Chapter 125. Alcohol Licenses issued to Limited Liability Companies must appoint an agent to operate the business. Mega Marts, LLC, Pick N Save #891 located at 2820 S. Green Bay Road has submitted a request for an agent change. Agents for licensed establishments manage many aspects of a business including scheduling, hiring, order of product, and managing finances. A background check was performed on the applicant without concerns.

This location holds a "Class A" Intoxicating Liquor and a Class "A" Fermented Malt Beverage license which allows for the sale and consumption off premises. This location also holds a license to sell Cigarette, Tobacco and Electronic Vaping Devices.

RECOMMENDATION

Staff recommends that the Village Board: **Move to approve** the agent change for Mega Marts, LLC DBA Pick N Save #891 located at 2820 S. Green Bay Road to Janice Spencer for the licensing period of February 24, 2026 through June 30, 2026.

FISCAL IMPACT

There is a \$10 fee associated with an agent change.

PREPARED BY

Jill Firkus, Village Clerk, on February 12, 2026

Alcohol Beverage Appointment of Agent

Date

Agent Type (check one)

Original (no fee) Successor (\$10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
Mega Marts, LLC

2. Business Trade Name or DBA
Pick 'n Save #891

3. Entity Type (check one) Limited Liability Company Corporation Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one) 5. If successor agent, provide State Permit or Municipal Retail License Number
 Municipal Retail License State Permit ' 2008 - 25/26

6. Describe the reason for appointing a successor agent, if successor is checked above.
Transfer of Current Agent

Part B: Agent Information

1. Last Name 2. First Name 3. M.I.
Spencer Janice M.

4. Email 5. Phone

6. Home Address

7. City 8. State 9. Zip Code 10. Date of Birth
Krosshutz WI [Redacted] [Redacted]

11. Drivers License/State ID State of Issuance
[Redacted] Wisconsin

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Yes No
Submit proof of completion.

2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire (licensee) or Form AB-300, Alcohol Beverage Personal Questionnaire (permittee)? Yes No

3. Have you been a Wisconsin resident for at least 90 continuous days? Yes No
See instructions for exceptions.

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Fedder	First Name Ann	M.I. M
Title Vice President	Email [REDACTED]	Phone [REDACTED]
Signature <i>Ann Fedder Kennedy VP</i>		Date 1/26/24

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Spencer	First Name Janice	M.I. M
Signature <i>Janice M. Spencer</i>		Date 01-25-26

Wisconsin Responsible Beverage Seller/Server Training

JANICE SPENCER

has met all training requirements and successfully completed the above course and/or exam.

Certification Number: SL198743

Date of Completion: 10/28/2025



Authorized Signature

This certificate represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats. Present this certificate to your local municipal clerk's office to receive your Operator's or Retail license.

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

Form
CTV-102

Cigarette, Tobacco, and Electronic Vaping Device Appointment of Agent

Date

Agent Type (check one): Original Change

Part A: Agent Information

1. Last Name Spencer	2. First Name Janice	3. M.I. M
4. Email [REDACTED]	5. Phone	
6. Home Address [REDACTED]		
7. City [REDACTED]	8. State WI	9. Zip Code [REDACTED]
10. Date of Birth [REDACTED]	11. Drivers License/State ID Number [REDACTED]	12. Drivers License/State ID State of Issuance WISCONSIN

Part B: Questions

1. Have you completed Form CTV-101, *Cigarette, Tobacco, and Electronic Vaping Device - Individual Questionnaire*? Submit a completed Form CTV-101 with this form. Yes No

2. If this is a change of agent, please describe the reason for the agent change. Attach additional sheets if necessary.
Transfer of Current Agent

Part C: Business Information

1. Legal Business Name (individual name if sole proprietor)
Mega Marts, LLC

2. Business Trade Name or DBA
Pick 'n Save #891

3. Entity Type (check one)
 Limited Liability Company Corporation

4. Premises Address
2820 S Green Bay Rd

5. City
Mount Pleasant

6. State
WI

7. Zip Code
53406

Part D: Attestations

READ CAREFULLY BEFORE SIGNING: I, the Licensee or Permittee, authorize the above-named individual to act for the above-named corporation or limited liability company with full authority and control of the premises and of all business relative to cigarettes, tobacco products, and/or electronic vaping devices conducted therein. I certify that I am authorized by the entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature of Licensee or Permittee (officer, member, or authorized signatory)
Ann Fedder Remond's VP

Date
1/26/24

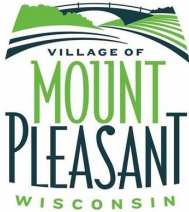
Name of Person Signing
Ann Fedder

Title
Vice President

READ CAREFULLY BEFORE SIGNING: I, the Agent, hereby accept this appointment as agent for the above-named corporation or limited liability company and assume full responsibility for the conduct of all business relative to sales of cigarettes, tobacco products, and/or electronic vaping devices conducted on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this form, and that any person who knowingly provides materially false information on this form may be required to forfeit not more than \$1,000 if convicted.

Signature of Agent
Janice M Spencer

Date
1-25-24



Executive Summary

Village Board Meeting of February 23, 2026

1617-1619 Derby Avenue Condominium Plat; CP-26-01

BACKGROUND

The applicant applied to convert a twinhouse building into two condominium units. The plat and related declaration assign responsibilities for areas of common ownership. The Village Board approved a certified survey map CSM-24-07 for the subject property in 2024, which split an existing 0.38-acre parcel (151-03-23-29-304-000) into two Low-Density Residential lots on the corner of Derby Avenue and Sheridan Road.

COMPREHENSIVE PLAN

The application follows the land use element of *A Multi-Jurisdictional Plan for Racine County: 2035*. The *Village of Mount Pleasant Master Bicycle Plan 2030* recommends bicycle lane improvements for Sheridan Road, such as bicycle lanes; however, the applicant is not responsible for those improvements. *A Park and Open Space Plan for the Village of Mount Pleasant: 2050* does not recommend anything for the property.

LAND DIVISION

This application meets the requirements of Chapter 74: Subdivisions.

ZONING

This application meets the requirements of Chapter 90: Zoning.

STRATEGIC PLAN

This application meets the following key strategies and outcomes within *Confident in the Future: Mount Pleasant 2030 Strategic Plan*.

- **Balance Growth and Development.** Planning major Village initiatives to optimize budgeting impact, ensuring compliance with the Comprehensive Plan.
 - **Outcome: Welcoming and competitive community for a variety of housing types and commercial development.** Development processes are streamlined, fair, and predictable for both developers and citizens, encouraging companies and individuals to invest in the Village.

RECOMMENDATION

The Plan Commission recommended that the Village Board moves to approve CP-26-01 subject to the following condition.

1. The Village Attorney shall review the condominium declarations.

FISCAL IMPACT

The staff do not expect this proposed change in ownership structure to affect the taxable value of the property.

PREPARED BY



Samuel Schultz, Community Development Director

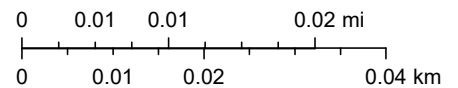
PROPERTY LOCATION MAP



2/13/2026, 11:31:53 AM

1:1,128

-  Tax Parcel
-  Address Labels

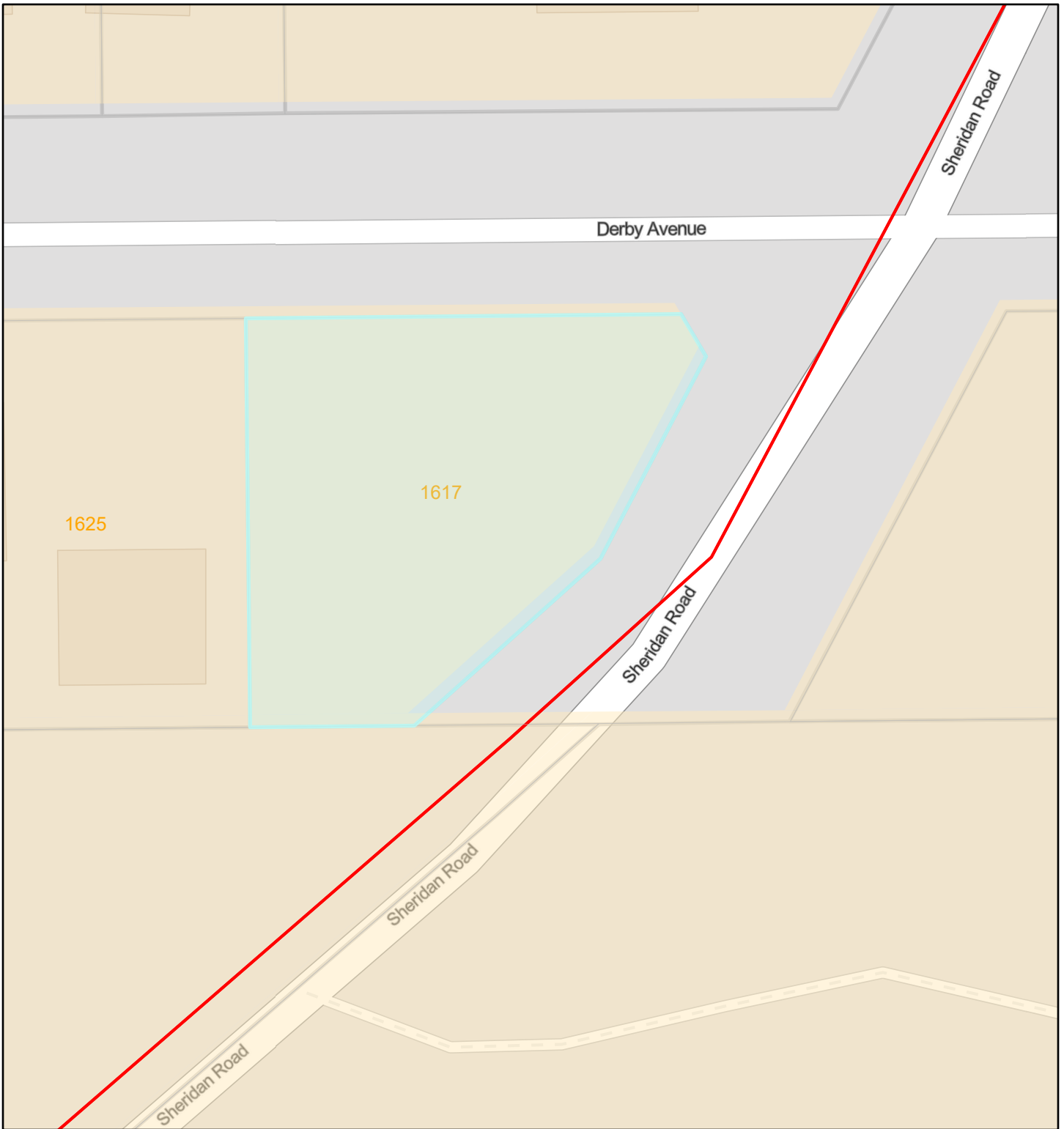


Racine County, Municipal Boundaries



-  VILLAGE OF MT PLEASANT

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri
Community Maps contributors, Map layer by Esri

COMPREHENSIVE PLAN MAP




2/13/2026, 12:20:58 PM

-  Tax Parcel
-  Address Labels

TRAILS

-  PROPOSED ON-STREET TRAIL OR BICYCLE WAY

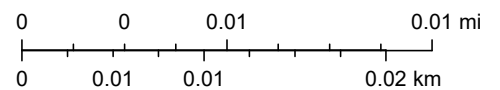
2035 Master Plan

-  Residential Areas - Incl. Churches, Multi-Family

Racine County, Municipal Boundaries

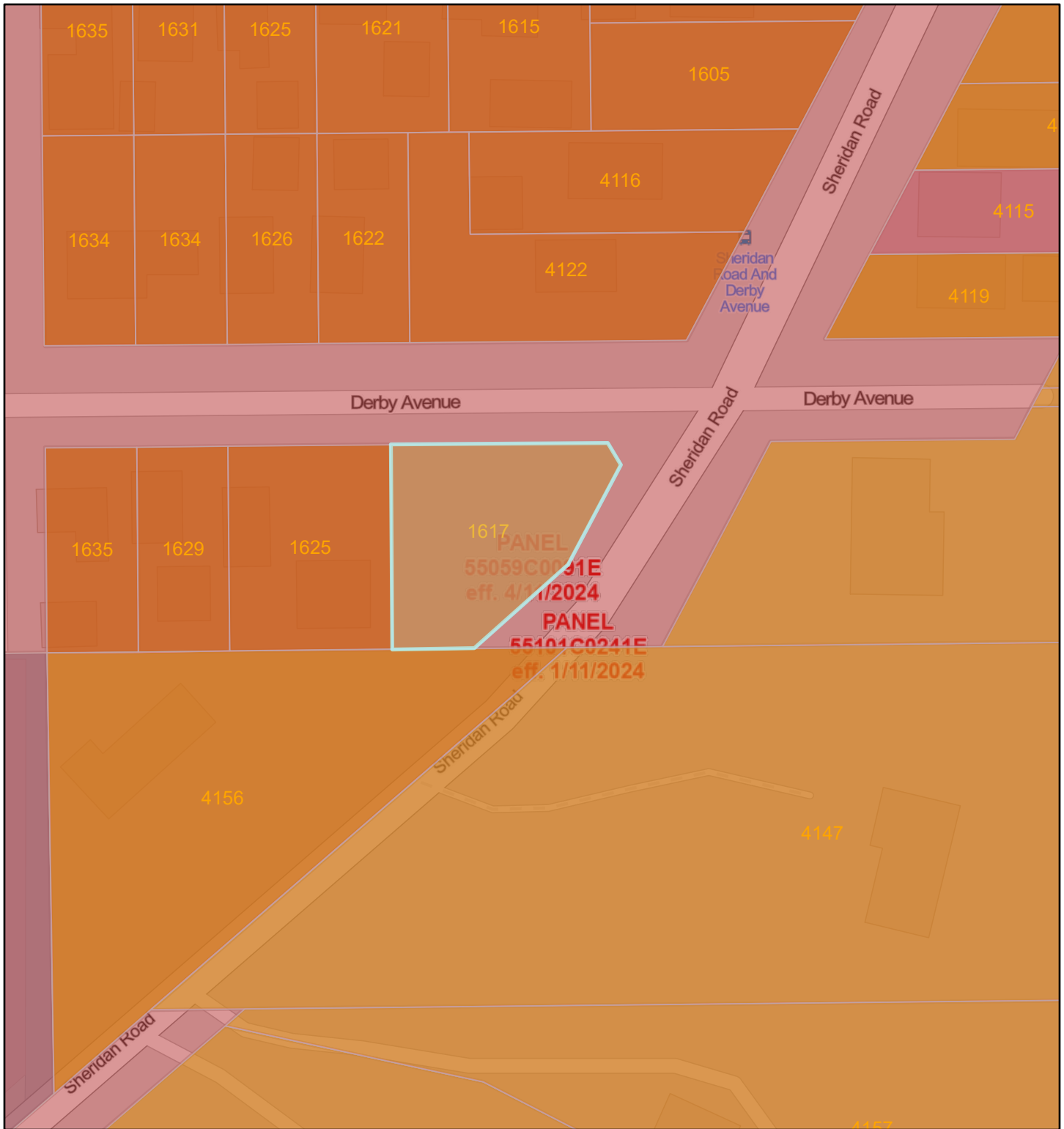
-  VILLAGE OF MT PLEASANT

1:564














Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri
Community Maps contributors, Map layer by Esri

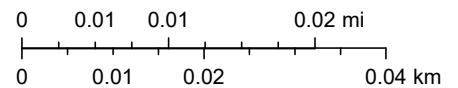
ZONING MAP



2/13/2026, 11:34:11 AM

1:1,128

-  Tax Parcel
-  Address Labels
-  Shoreland Zoning Overlay (OCS)
-  RE Estate Residential
-  RL Low-Density Residential
-  RN Neighborhood Residential
-  C-1 Low-Intensity Commercial
-  P-1 Neighborhood-Scale Public/Institutional
-  Racine County, Municipal Boundaries
-  VILLAGE OF MT PLEASANT
-  FIRM Panels



Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri
Community Maps contributors, Map layer by Esri

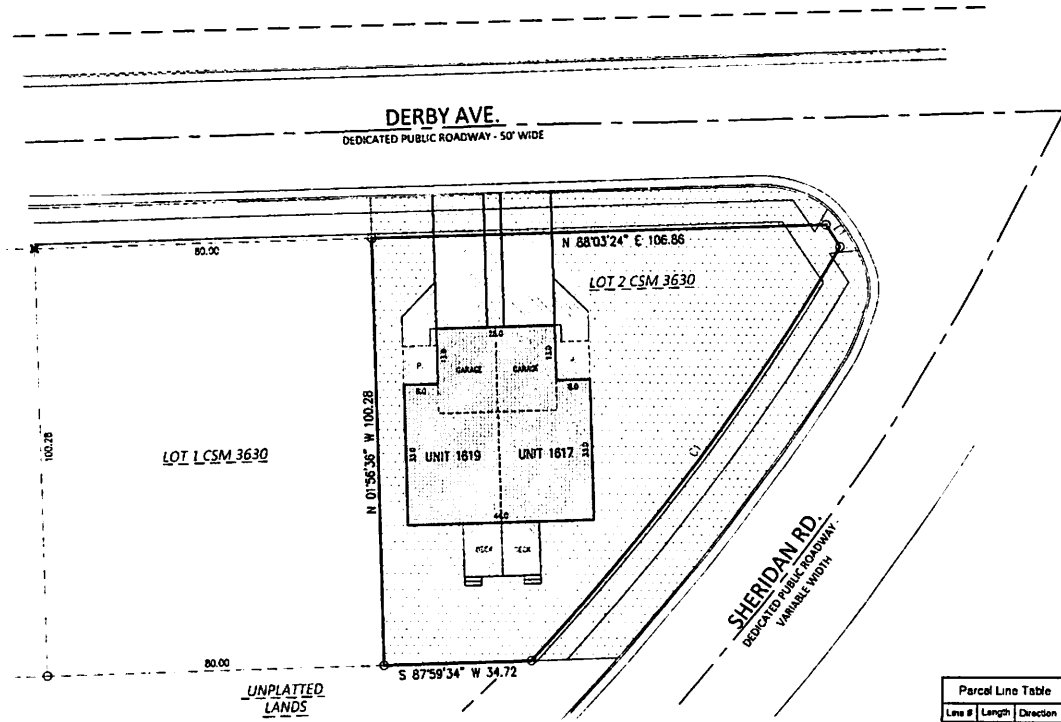


20' 0' 20'

SCALE 1"=20'

LAKE PARK DERBY CONDOMINIUM

SITE SURVEY / BUILDING EXTERIOR
VILLAGE OF MT. PLEASANT, COUNTY OF RACINE AND STATE OF WISCONSIN



Legal Description

Lot 2 of Certified Survey Map No. 3630, recorded in the register of Deeds for Racine County, Wisconsin on March 18, 2025, as Document No. 2696801 and being part of the Southeast 1/4 of the Southeast 1/4 of Section 29 Township 3 North, Range 23 East, in the Village of Mt. Pleasant Prairie, County of Kenosha, State of Wisconsin.

Certification

I, Aaron T. Friess, PLS, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the building and improvements constructed or to be constructed upon the property.

This plat is a correct representation of the Lake Park Derby Condominium as proposed at the date thereof, and the identification and location of each unit and the common elements can be determined from the plat.

The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium buildings and units contained in the plat and approximate dimensions and floor areas thereof.

The proposed floor plans, provided by TGAR Group, Inc., do not represent as-built conditions.

All areas not occupied by units or limited common elements are common elements.

Nielsen Madsen + Barber
1458 Horizon Boulevard, Suite 200
Racine, WI 53406
(262) 634-5588

NOTE

BEARINGS BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1983/2011.

LEGEND

- 3/4" REBAR - FOUND
- ✕ CHISEL "X" - FOUND
- LIMITED COMMON AREA 1619
- LIMITED COMMON AREA 1617
- ▨ UNITS
- ▤ COMMON AREA

LOCATION MAP



SE 1/4 SEC. 29-3-23

Parcel Line Table		
Line #	Length	Direction
L1	8.09	S31°41'47"E

Parcel Curve Table						
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length
C1	175°42'1"	518.79	121.48	88.96	S28°28'27"W	121.25
					S47°32'17"W	827.5962'W

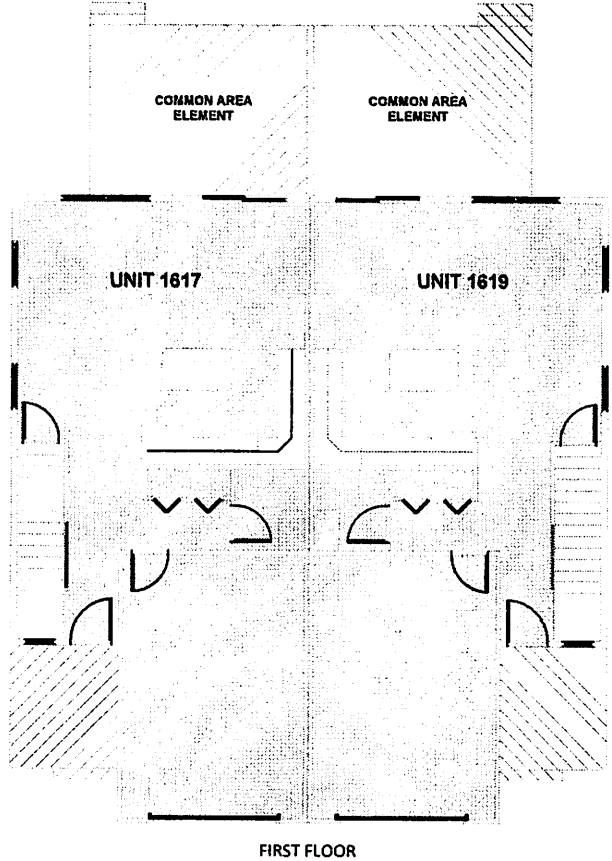
mb Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd Suite 200, Racine, WI 53406
Tel: (262) 634-5588 Website: www.ambsc.net

SHEET 1 OF 4




2024.0203.02

LAKE PARK DERBY CONDOMINIUM

2- UNIT BUILDING - UNITS 1617 AND 1619
VILLAGE OF MT. PLEASANT, COUNTY OF RACINE AND STATE OF WISCONSIN



LEGEND

-  LIMITED COMMON AREA 1617
-  LIMITED COMMON AREA 1619
-  UNITS

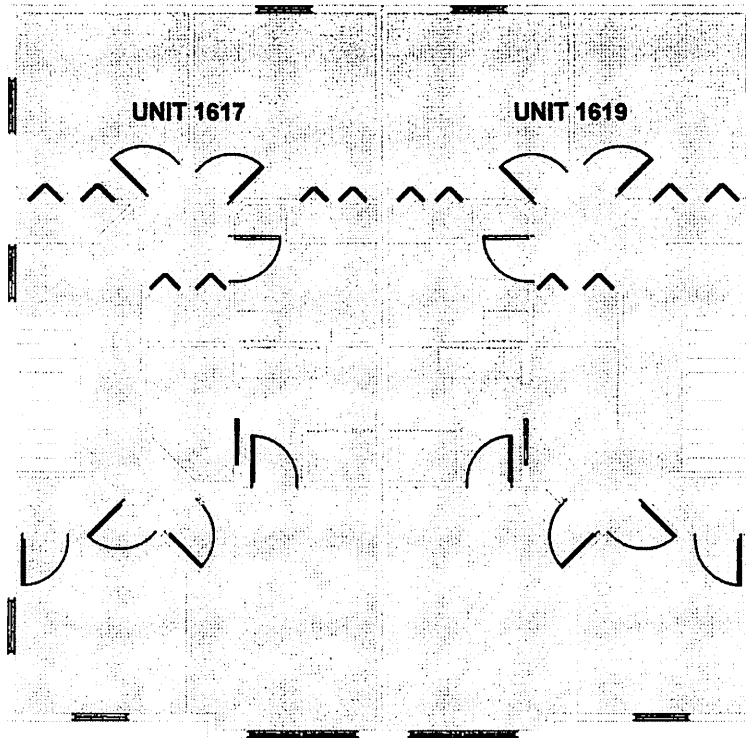
mb Nielsen Madsen + Barber
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SHEET 3 OF 4

2024.0203.02




LAKE PARK DERBY CONDOMINIUM

2- UNIT BUILDING - UNITS 1617 AND 1619
VILLAGE OF MT. PLEASANT, COUNTY OF RACINE AND STATE OF WISCONSIN



SECOND FLOOR

LEGEND

-  LIMITED COMMON AREA 1617
-  LIMITED COMMON AREA 1619
-  UNITS

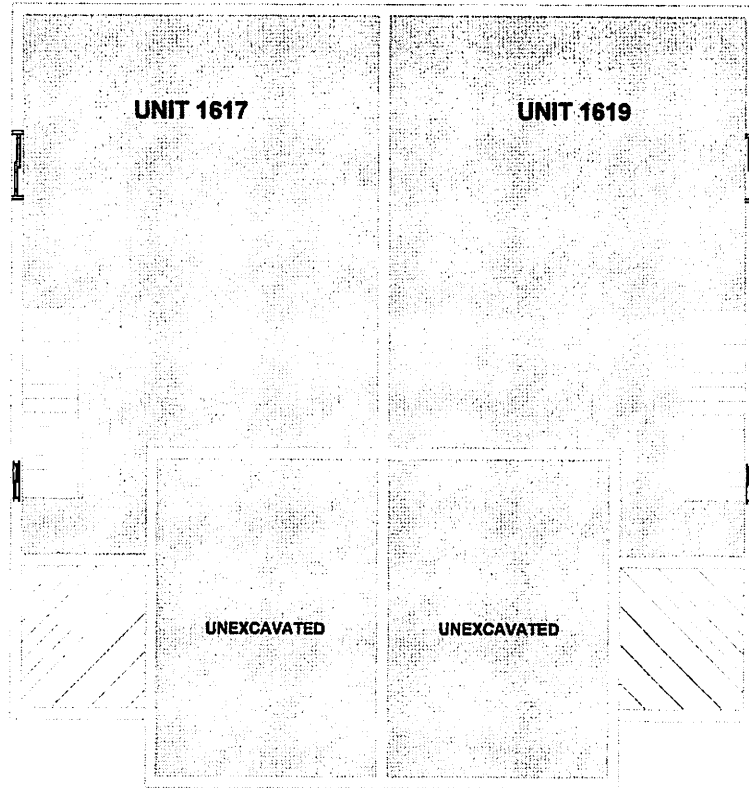
SHEET 4 OF 4

2024.0203.02

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LAKE PARK DERBY CONDOMINIUM

2- UNIT BUILDING - UNITS 1617 AND 1619
VILLAGE OF MT. PLEASANT, COUNTY OF RACINE AND STATE OF WISCONSIN



FOUNDATION

LEGEND

-  LIMITED COMMON AREA 1617
-  LIMITED COMMON AREA 1619
-  UNITS

SHEET 2 OF 4

2024.0203.02

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Document Number

Name and Return Address

Michael Marx
Mallery s.c.
731 North Jackson Street, Suite 900
Milwaukee, Wisconsin 53202

**DECLARATION OF
CONDOMINIUM FOR
LAKE PARK DERBY
CONDOMINIUM**

See attached Exhibit A

Parcel Identification Number (PIN)

Recording Area

THIS DECLARATION is made as of _____, 2026 by MPR HOLDINGS LLC, a Wisconsin limited liability company (“Declarant”).

Declarant, as the owner of the Property described below, subjects the Property to this Declaration and to the condominium form of ownership under the Wisconsin Condominium Ownership Act (the “Act”). This Declaration shall run with the land and shall bind and benefit Declarant, its successors and assigns, and all persons now or in the future having any interest in the Property.

**ARTICLE 1
NAME AND ADDRESS; SMALL CONDOMINIUM ELECTION**

The Property shall be known as Lake Park Derby Condominium (the “Condominium”). The address of the Condominium is 1617-1619 Derby Avenue, Mt. Pleasant, Wisconsin 53403. The Condominium shall be a “small condominium” as defined in Section 703.02(14m) of the Act. Except as otherwise provided in this Declaration, Section 703.365 of the Act shall apply to the Condominium.

**ARTICLE 2
PROPERTY**

A description of the land on which the Condominium is located is set forth on Exhibit A to this Declaration. Such land, together with all buildings and other improvements located on such land or to be constructed on such land in the future, is referred to in this Declaration as the “Property.” The Property is divided into the Units and the Common Elements (including the Limited Common Elements), as described below.

**ARTICLE 3
UNITS**

3.1 Number and Identification. The Condominium contains two (2) units of ownership (the “Units”) in one building, as more fully described on the plat of the Condominium (the “Plat”),

a copy of which is attached to this Declaration as Exhibit B. The Units are identified as by numbers as shown in the Plat (Unit 1617 and Unit 1619).

3.2 Description and Boundaries of Units.

(a) General Description. Each Unit shall be comprised of one or more cubicles of air at one or more levels of space, having its outer vertical boundaries be the perimetrical boundaries shown on the plat, extended to the upper and lower boundaries of the Unit, but excepting any such structures, systems, and equipment that are designated as Common Elements or Limited Common Elements. The approximate dimensions and floor area of each Unit, and further details identifying and describing each Unit, are shown on the Plat.

(b) Upper Boundary. The upper horizontal boundary of the Unit shall be the interior lower surface of the unfinished ceiling on the top floor of the Unit extended to an intersection with the perimetrical/vertical boundaries.

(c) Lower Boundary. The lower horizontal boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit extended to an intersection with the perimetrical/vertical boundaries.

(d) Perimetrical/Vertical Boundary. The perimetrical/vertical boundaries of the Unit shall be vertical planes of the drywall exposed to the interior of the Unit on the outermost walls of the Unit, in either case extending to intersections with each other and with the upper and lower boundaries.

It is intended that the surface of each plane described above (be it paint, tiles, wallpaper, paneling, carpeting, windows or otherwise) is included as part of each defined Unit.

3.3 Additional Items Included as Part of Unit. The Unit shall also include each of the following items that serve such Unit exclusively, whether or not located within the boundaries described in Section 3.2:

(a) Windows, doors, and garage doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.

(b) Interior lights and light fixtures.

(c) Cabinets.

(d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(e) Telephone, fax, cable television, computer, internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.

(f) Plumbing fixtures, hot water heaters, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving the Unit from the point of connection to the Unit (i.e., the meter).

(g) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, and condensers and all connections thereto serving the Unit.

Specifically not included as part of a Unit are those structural components of the Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components and all plumbing, electrical, mechanical, and public or private utility lines running through a Unit that serve more than one Unit or another Unit are Common Elements (or Limited Common Elements as may be identified on the Plat). Additionally, by way of example and for avoidance of doubt, if there is a plumbing leak between the exterior of the building and the boundaries of the Unit, the Association shall be responsible for such repair regardless of whether such plumbing serves one Unit or both Units.

3.4 Title. Each Unit Owner's interest in its Unit must be held in fee simple. For the avoidance of doubt, a vendee's interest in a Unit under a land contract shall be deemed under this Declaration to be a fee-simple interest.

3.5 Unit Owners' Rights and Duties. Each owner of a Unit (each a "Unit Owner") shall be subject to all the rights and duties assigned to Unit Owners under the terms of this Declaration and the Plat (together, the "Condominium Instruments"). When there are unsold Units in the Condominium, Declarant also enjoys the same rights and assumes the same duties as they relate to each individual unsold Unit.

3.6 Right of Ingress and Egress. Each Unit Owner has an unrestricted right of ingress and egress to such Unit Owner's Unit. This right shall be perpetual and shall pass with the Unit as transfers of ownership of the Unit occur.

ARTICLE 4 COMMON ELEMENTS

4.1 Description. The Common Elements shall consist of all of the Property except the Units, including, without limitation, the land on which the improvements are located; all common parking areas, driveways, walkways, courtyards and other open areas, as shown on the Plat and all amendments to the Plat; public utility lines; private wells; master television cable or antenna and lines, if any; the landscaping done or to be done on the Property; bearing walls, floors and ceilings (except the interior surfaces of such elements that form the outer boundaries of each Unit); roofs, foundations, entrances and exits, pipes, ducts, electrical wiring, sewer laterals, common rooms, outside walls, girders, beams and support and structural parts of the Building; common signage pylons and monuments. Each Unit Owner shall have an undivided interest in all of the Common Elements. The term "Common Elements" as used in this Declaration includes Limited Common Elements as defined below, unless otherwise stated in some particular provision of this Declaration.

4.2 Limited Common Elements. Portions of the Common Elements are designated as “Limited Common Elements.” Each Limited Common Element is reserved for the exclusive use of the owner(s) of the Unit(s) to which it is appurtenant, to the exclusion of all other Unit Owners. The Limited Common Elements, as designated as “L.C.E.” on the Plat, include (but are not limited to) each Unit’s driveway, porch, deck or patio and walkways appurtenant to the Unit as shown on the Plat. In addition, fixtures designed to serve a single Unit and located contiguous to the Unit’s boundaries are Limited Common Elements appurtenant to that Unit exclusively.

4.3 Use. The Common Elements may be used only for the purposes for which they were intended and, except as provided in the Condominium Instruments and, if any, the Rules (as defined below), the Common Elements are subject to mutual rights of support, access, use and enjoyment by all Unit Owners. However, any portion of the Common Elements designated as Limited Common Elements may be used only by the Unit Owner(s) of the Unit(s) to which their use is limited.

ARTICLE 5 PERCENTAGE INTERESTS

Every Unit Owner owns an undivided percentage interest in the Common Elements (the “Percentage Interests”). Pursuant to Section 703.365(2)(b) of the Act, the undivided percentage interest in the Common Elements is allocated equally among the Units, such that each Unit’s Percentage Interest is equal to fifty percent (50%).

ARTICLE 6 ASSOCIATION OF UNIT OWNERS

6.1 Establishment. The affairs of the Condominium shall be governed by an association of the Unit Owners (the “Association”) that, even if unincorporated, is intended to be constituted a legal entity for all purposes. The Association shall exist immediately upon recordation of this Declaration. The Association shall be organized as an unincorporated nonprofit association under Chapter 184 of the Wisconsin Statutes. The membership of the Association shall at all times consist exclusively of all of the Unit Owners. The name of the Association shall be “Lake Park Derby Condominium Owners Association”.

6.2 Powers of Association. The Association shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium. The powers and duties of the Association shall include those set forth in the Act, this Declaration, and Chapter 184 of the Wisconsin Statutes. All Unit Owners, tenants of Units (to the extent permitted under this Declaration or any Rules), and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association (collectively, the “Rules”), and this Declaration. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules from time to time and shall distribute to each Unit Owner the updated version of such Rules upon any amendment or modification to the Rules. Any new rule or regulation or any revision to an existing rule and regulation shall become effective

immediately upon distribution to the Unit Owners. All such Rules shall be commercially reasonable.

6.2 Voting. Pursuant to Section 703.365(2)(c) of the Act, each Unit Owner shall have one (1) vote at meetings of the Association.

ARTICLE 7 AGREEMENT IN LIEU OF BYLAWS

The following shall constitute an agreement among the Unit Owners, in lieu of bylaws, as permitted under Section 703.365(3m) of the Act:

7.1 Association Management. All aspects of the management, operation, and duties of the Association shall be delegated to the board of directors (the "Board"), which may retain a manager, including a master association under Section 703.155 of the Act, for the Condominium (the "Manager"), under which property-management services may be provided to the Condominium. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Unit Owners as a common expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Act.

7.2 Notice and Frequency of Meetings. Notice of meetings of the Association shall be given in a manner best calculated to assure that actual notice is received by all Unit Owners. The Board shall meet at least annually.

7.3 Board Members. The Board shall be composed of one representative from each Unit, chosen by and from among the Unit Owners of that Unit.

7.4 Association Action. All actions taken by the Board under the Act or this Declaration must be approved by an affirmative vote or written consent of 100% of the Board.

7.5 Budgets. The Board shall annually adopt and distribute to all Unit Owners an annual budget setting forth all anticipated common expenses and any amounts to be allocated to reserve accounts and to any other funds for future expenditures; the amount and purpose of any other anticipated Association expenditure; the amount in any reserve account or any other funds held for future expenditures; any common surpluses; the amount and source of any income, other than Unit Owner assessments; and the aggregate amount of any assessment to be levied against Unit Owners and the purpose of the assessment.

7.6 Assessments. The Board shall levy and collect assessments for common expenses from the Unit Owners. Common expenses shall be assessed to the Unit Owners in proportion to their respective Percentage Interests. Unless the Board determines otherwise, Unit Owners shall pay their annual budgeted assessments in equal monthly installments due on the first day of each month during that year. The Board may also approve off-budget expenses paid for by special assessments due as and when determined by the Board.

7.7 Remedies. If any Unit Owner fails to comply with the Act, this Declaration, or any Rules, or any decisions made by the Association (each a “violation”), the Unit Owner may be sued for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit Owner. Unit Owners shall also have similar rights of action against the Association. A Unit Owner who commits a violation is also liable for any charges, fines, or assessments imposed by the Association pursuant to this Declaration or the Rules as a result of the violation. This Section does not otherwise affect the liability of a Unit Owner or tenant who commits a violation.

ARTICLE 8 COMMON EXPENSES AND COMMON SURPLUSES

8.1 Disposition of Common Surpluses. All common surpluses of the Association shall be credited to the Unit Owners’ assessments for common expenses in proportion to their Percentage Interests or shall be used for any other purpose as the Association decides.

8.2 Assessments for Common Expenses. Funds for the payment of common expenses and for the creation of reserves for the payment of future common expenses shall be obtained by assessments against the Unit Owners in the manner set forth in Section 7.6, above. Except as otherwise provided in this Declaration, the Unit Owners’ respective shares of common expenses shall be their respective Percentage Interests. Assessments against a Unit will begin as of the date of the first transfer of title to the Unit by Declarant. Unsold Units owned by Declarant shall not be subject to assessments if they are not occupied.

ARTICLE 9 UNPAID ASSESSMENTS

In this Article, “assessments” means regular and special assessments for common expenses and charges, fines, or assessments against specific Units or Unit Owners for damages to the Condominium or for penalties for violations of this Declaration or any Rules.

9.1 Liability for Assessments. A Unit Owner shall be liable for all assessments, or installments thereof, coming due while owning a Unit, including any assessments coming due during the pendency of any claim by the Unit Owner against the Association or during any period in which the Unit is not occupied by the Unit Owner or is leased or rented to any other person or entity. In a voluntary grant of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for the Unit’s share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments. By acceptance of a conveyance of a Unit, each Unit Owner assumes this joint and several liability. Liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the assessments are made.

9.2 Lien. Subject to the applicable terms and conditions of the Act, all assessments, until paid, together with interest on them and actual costs of collection (including attorneys’ fees),

constitute a lien on the Units on which they are assessed. The lien shall be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent assessment was due. A lien may be enforced and foreclosed by the Association, in the same manner, and subject to the same requirements, as a foreclosure of mortgages on real property in this state. The Association may recover costs and actual attorneys' fees. The Association may bid on the Unit at foreclosure sale and acquire, hold, lease, mortgage and convey the Unit. The lien will not be affected by the sale or transfer of the Unit, unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not relieve any subsequent Unit Owner from paying further assessments.

9.3 Interest. Any assessment, or installment thereof, not paid when due shall bear interest, at the option of the Association, from the date when due until paid at a rate equal to the lesser of: (a) eighteen percent (18%) per year; or (b) the highest rate permitted by law.

ARTICLE 10 USE RESTRICTIONS

10.1 Units. The Condominium buildings and the Units are intended for and restricted to residential uses only, as further restricted by this Declaration and any Rules.

10.2 Common Elements.

(a) The Common Elements may be used only for the purposes for which they were intended and, except as provided in the Condominium Instruments and the Rules, the Common Elements are subject to mutual rights of support, access, use and enjoyment by all Unit Owners. However, any portion of the Common Elements designated as Limited Common Elements may be used only by the Unit Owner(s) of the Unit(s) to which their use is limited.

(b) Unit Owners shall not obstruct or place anything in the Common Elements (not including the Limited Common Elements appurtenant to their respective Units), provided that Declarant may display "for sale" and other marketing signs on the Common Elements (not including the Limited Common Elements appurtenant to Units not owned by Declarant) until all Units have been sold.

10.3 Leases.

(a) All persons occupying Units who are not the Unit Owner(s), shall be considered tenants for purposes of this Section.

(b) Unit Owners may allow occupancy of their Units by tenants, but only in compliance with the following requirements:

(1) Every agreement for tenant occupancy of a Unit (each a "Lease") shall be in writing.

(2) The term of any Lease shall be at least one year.

(3) Before a tenant signs a Lease, the Unit Owner shall provide the tenant with copies of this Declaration and, if any, the Rules.

(4) Every Lease shall contain a statement to the effect that the tenant acknowledges receiving copies of those documents and agrees to comply with the Act and those documents, and shall provide that the Lease is subject and subordinate to those documents.

(5) Every Lease shall provide that any default arising out of the tenant's failure to abide by this Declaration or the Rules shall be enforceable by the Association as a third-party beneficiary of the Lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration and the Rules, the right to evict the tenant or terminate the Lease if the violation continues for 10 days after written notice to the tenant specifying the violation.

(6) Within five business days after entering into or renewing a Lease, the Unit Owner shall provide a copy of the Lease to the Association. The Association shall keep a copy of any Lease on file while the Lease is in effect.

(7) No Lease shall permit the subleasing of a Unit on any terms that violate this Declaration or the Rules, including, without limitation, a master lease pursuant to which the tenant can sublease a Unit for a term of less than one year.

Additional restrictions on Leases may be set forth in the Rules. However, no such restrictions shall be contrary to the foregoing, limit the term of any lease (except as set forth above) or be commercially unreasonable.

(c) During the term of any Lease, each Unit Owner shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration and the Rules, and shall be responsible for securing such compliance from the tenants of the Unit.

(d) The restrictions upon leasing contained in this Section shall not apply to (1) leases of Units by Declarant or its successors or assigns or to leases of Units to the Association, or (2) occupancy of a Unit by a tenant that resides or co-habitats with a Unit Owner, such as a spouse or significant other of a Unit Owner, relatives of a Unit Owner or roommates of a Unit Owner.

10.4 Nuisances. No nuisances shall be allowed on the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under this Declaration. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

10.5. Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted at the Property.

ARTICLE 11 MAINTENANCE, REPAIRS, AND REPLACEMENTS

11.1 By Unit Owners.

(a) Each Unit Owner shall maintain in a good and orderly condition: (i) all of its Unit, including but not limited to the home, garage, windows, doors, perimetrical walls and foundations, and any other improvements or fixtures at any time located in such Unit; and (ii) any permitted patios, decks, porches, hardscape, fire pits, or other improvements constituting or at any time located within the Limited Common Elements of such Unit. The owner of each Unit shall also reimburse the Association for any repair or replacement of any portion of the Common Elements damaged through the fault or negligence of such owner or such owner's family, guests, invitees, or any other occupants of the Unit or invitee. All repairs and replacements shall be in quality and class at least equal to the original work and shall comply with all applicable laws.

(b) Each Unit Owner shall keep the Limited Common Elements appurtenant to his or her Unit in good order, condition, and repair and in compliance with applicable law.

(c) If any Unit Owner fails to properly perform any of such Unit Owner's obligations under this Article, the Association may give the Unit Owner written notice of the maintenance, repair, or replacement the Association deems necessary. If the Unit Owner fails to properly perform the maintenance, repair, or replacement within thirty (30) days after such notice, the Association may, without waiving or releasing the Unit Owner from any such obligations, perform the obligations and specially assess the Unit Owner for the cost of doing so.

11.2 By Association.

(a) Except for the Unit Owners' responsibilities for Limited Common Elements under the preceding section, the Association shall keep the Common Elements in good order, condition, and repair and in compliance with applicable law. Without limiting the foregoing obligations, the Association shall be responsible for maintaining, repairing, and replacing all parking areas, driveways, and walkways (including snow removal) and all landscaped areas (including grass cutting and leaf raking). The Association shall maintain the exterior of the Building in good order, condition, and repair and in compliance with applicable law. All exterior paint, brick, cultured stone, siding, trim, roofing, and the like shall be maintained, cleaned, replaced or painted or otherwise cared for, as the case may be, and shall be kept in good and clean condition, by the Association. The Association may temporarily close off Common Elements or entries to the Property, the Building, or any Unit or temporarily suspend services or amenities to facilitate such work.

(b) All costs of such work shall be common expenses of the Association, provided that if any maintenance, repair, or replacement of any of Common Elements (including Limited Common Elements) is necessitated by reason of misuse by, or negligence of, a Unit Owner

or occupant, or of a tenant, guest or agent of a Unit Owner, the Association may specially assess the reasonable cost of the maintenance, repair, or replacement to the responsible Unit Owner.

ARTICLE 12 ARCHITECTURAL CONTROLS

12.1 Alterations to Common Elements and Unit Exteriors. The Association shall have absolute control over all additions, improvements and other alterations to the Common Elements, including all building exteriors, and no Unit Owner may undertake any such work without the Association's prior written consent. All exterior items for which the Association is responsible to maintain that are replaced shall be replaced with items of the same brand, product, style, and color as the original items, if possible. If the original item is no longer available, substitutions may be made only with the Association's prior written consent, not to be unreasonably withheld. Notwithstanding the foregoing, a Unit Owner may improve, including the enclosure of, the Limited Common Elements appurtenant exclusively to that Unit Owner's Unit if all of the conditions set forth in Section 703.13(5m) of the Act are satisfied.

12.2 Alterations Within Units. A Unit Owner may make any improvements or alterations within its Unit that do not impair the structural integrity or lessen the support of any portion of the Condominium and that do not create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements. A Unit Owner may not change the exterior appearance of a Unit or of any other portion of the Condominium not part of the Unit without permission of the Board. In addition to the foregoing, each Unit Owner shall be permitted to construct a bathroom in the basement of such Unit Owner's Unit in the location to utilize the plumbing installed by Declaration without the consent of the Board or other Unit Owner provided that such Unit Owner obtains all necessary governmental permits and approvals for such construction and such construction is completed in a good and workmanlike manner.

12.3 Alterations Between Adjoining Units. A Unit Owner acquiring an adjoining or adjoining part of an adjoining Unit may, in accordance with this Section, remove all or any part of any intervening partition or create doorways or other apertures in the partition, if those acts do not impair the structural integrity or lessen the support of any portion of the Condominium. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(a) If the Unit Owner acquiring the adjoining Unit or adjoining part of an adjoining Unit desires to remove all or any part of any intervening partition or create doorways or other apertures in the partition, the Unit Owner, after thirty (30) days' written notice to all other Unit Owners, shall prepare and execute appropriate instruments under this Section. An amendment to this Declaration shall depict the alteration to the partition. The amendment shall be adopted either under the provisions for amendment contained in this Declaration or by the written consent of the Unit Owner acquiring the adjoining Unit or adjoining part of an adjoining Unit, the mortgagees, if any, of the affected Units, and the Board.

(b) Plats and plans showing the alteration to the partition shall be prepared. The plats and plans shall be certified as to their accuracy and compliance with this subsection by a civil engineer, architect, or licensed land surveyor authorized to practice in this state.

(c) After appropriate instruments have been prepared and executed, they shall be delivered promptly to the Unit Owner of the affected Units upon payment by the Unit Owner of all reasonable costs for their preparation. Those instruments are effective when executed by the Unit Owner of the affected Units and recorded in the office of the Milwaukee County Register of Deeds.

12.4 Relocation of Boundaries. Boundaries between adjoining Units may not be relocated.

12.5 Merger of Units. Two or more Units may be merged into a single unit in accordance with Section 703.13(8) of the Act.

ARTICLE 13 INSURANCE

13.1 Maintenance of Insurance.

(a) The Association shall obtain and maintain the following insurance: (i) insurance against loss or damage by fire and other hazards on an all-risk basis for the Common Elements, the Units as constructed as of the date of this Declaration, and the Association's service equipment, supplies, and personal property, all for not less than their full replacement values; and (ii) a commercial general liability policy in the amount of at least \$1,000,000 combined single limit and \$2,000,000 in the aggregate. Such insurance coverage shall be written on the Property insured in the name of the Association as trustee for each of the Unit Owners in their Percentage Interests. Premiums for such insurance shall be common expenses. Provisions for such insurance shall be without prejudice to the right of each Unit Owner to insure its own Unit for its benefit.

(b) Each Unit Owner shall obtain and maintain, at such Unit Owner's expense, insurance against loss or damage by fire and other hazards on an all-risk basis for all improvements to the Unit made after the date of this Declaration and for all personal property located within the Unit, all for not less than their full replacement values.

13.2 Use of Proceeds. Casualty insurance proceeds for the casualty insurance coverage maintained by the Association shall first be disbursed by the Association for the repair or restoration of the damaged Property insured and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild, or a court has ordered partition of the Property, or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored.

13.3 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such

casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

ARTICLE 14 DAMAGE OR DESTRUCTION

14.1 Association Representation. The Association shall represent the Unit Owners in any proceedings, negotiations, settlements, or agreements related to damage or destruction affecting the Common Elements. By acceptance of a conveyance of a Unit Owner's Unit, each Unit Owner appoints the Association as an attorney-in-fact for this purpose. Any proceeds from a settlement shall be payable to the Association for the benefit of the Unit Owners and their mortgage holders.

14.2 Repair or Reconstruction. In the event of damage to or destruction of the Common Elements, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the Condominium. All cost of the repair or reconstruction in excess of available insurance proceeds shall be a common expense payable by the Unit Owners in proportion to their respective Percentage Interests.

14.3 Insufficient Insurance Proceeds. However, if the Condominium is damaged to an extent more than the available insurance proceeds, the Condominium shall be subject to an action for partition upon obtaining the written consent of Unit Owners (and the Eligible Mortgage Holders of their Units) having 75% or more of the votes. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their respective Percentage Interests, and shall be distributed in accordance with the priority of interests in each Unit.

ARTICLE 15 EMINENT DOMAIN

15.1 Association Representation. The Association shall represent the Unit Owners in any eminent domain proceedings, negotiations, settlements, or agreements affecting the Common Elements. By acceptance of a conveyance of a Unit Owner's Unit, each Unit Owner appoints the Association as an attorney-in-fact for this purpose. Any proceeds from a settlement shall be payable to the Association for the benefit of the Unit Owners and their mortgage holders.

15.2 Allocation of Damages. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner is entitled to the entire award for the taking of all or part of their respective Unit and for consequential damages to their Unit.

(b) Any award for the taking of Limited Common Elements shall be allocated to the Unit Owners of the Units to which the use of those Limited Common Elements is restricted in proportion to their respective Percentage Interests.

(c) In the event no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

15.3 Restoration. Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the improvements of the Common Elements to an architectural whole compatible with the existing structure. Any costs of such restoration in excess of the condemnation award shall be a common expense payable by the Unit Owners in proportion to their respective Percentage Interests. However, if the taking under the power of eminent domain is to the extent where the remaining Condominium portion has been diminished to the extent that reconstruction or restoration is not practical, a Condominium shall be subject to an action for partition upon obtaining the written consent of Unit Owners having 75% or more of the votes in the Association. A Unit Owner's written consent is not effective unless it is approved in writing by the First Mortgagee of the Unit, if any. In the case of partition, the net proceeds of sale, together with any net proceeds of the award for taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Percentage Interests and shall be distributed in accordance with the priority of interests in each Unit.

15.4 Percentage Interests and Votes. A taking of all or part of a Unit may not include any of the Percentage Interest or vote appurtenant to the Unit. Instead, the following provisions shall apply:

(a) Following the taking of a part but less than all of any Unit, the Percentage Interest appurtenant to the Unit shall not be adjusted, and the vote(s) appurtenant to that Unit shall be appurtenant to the remainder of that Unit.

(b) Following the taking of all of any Unit, the Percentage Interest appurtenant to the Unit shall be eliminated, the right to vote appurtenant to the Unit shall terminate, and the Percentage Interests appurtenant to each remaining Unit shall be adjusted to the amount determined by dividing one by the number of Units remaining.

(c) In either case, the Association shall promptly prepare and record an amendment to this Declaration reflecting the new Percentage Interests (if applicable) appurtenant to the Units.

15.5 Priority of Distribution of Damages for Units. All damages for each Unit shall be distributed in accordance with the priority of interests at law or in equity in each respective Unit.

ARTICLE 16 EASEMENTS AND ENCROACHMENTS

16.1 Presumption as to Existing Physical Boundaries. Any existing physical boundaries of any Unit or Common Elements constructed or reconstructed in substantial conformity with the Plat shall be conclusively presumed to be its boundaries, regardless of the shifting, settlement or lateral movement of any Building and regardless of minor variations between the physical boundaries as described in this Declaration or shown on the Plat and the existing physical boundaries of any such Unit or Common Element. This presumption applies only to encroachments within the Condominium.

16.2 Encroachments as Result of Authorized Work. If any portion of any Common Element encroaches on any Unit or if any portion of a Unit encroaches on any Common Element, as a result of the duly authorized construction, reconstruction or repair of a building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building stands.

16.3 Easements. The Association and, as long as Declarant owns any Unit, Declarant, shall have and may grant permits, licenses, and easements over the Common Elements for utilities, roads, completion or repair of improvements to the Property, and other purposes necessary for the proper operation of the Condominium.

16.4 Right of Entry. The Association and, as long as Declarant owns any Unit, Declarant, shall have an irrevocable right and an easement to enter Units to complete or make repairs to Common Elements when reasonably necessary for public safety or to prevent damage to other portions of the Condominium, and to remedy the Unit Owner's failure to perform a Unit Owner's maintenance, repair, or replacement obligations as described above. Except in cases involving manifest danger to public safety or property, the Association or Declarant shall make a reasonable effort to give notice to the owner of any Unit to be entered for any such purpose. No entry by the Association or Declarant for the purposes specified in this Section may be considered a trespass.

16.5 Easements Included in Grants of Units. A grant or other disposition of a Unit shall include and be subject to any easement arising under the provisions of this Section without specific or particular reference to the easement.

ARTICLE 17 RIGHTS OF MORTGAGE HOLDERS

17.1 Notice. The holder, insurer or guarantor of any first mortgage or land contract on a Unit, upon written request to the Association stating the name and address of the holder, insurer, or guarantor along with the Unit number or Unit address on which it has a mortgage, insurance policy or guaranty (each such party sending such notice being an "Eligible Mortgage Holder"), shall be entitled to receive timely written notice from the Association of the following events:

(a) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage.

(b) Any 60-day delinquency in the payment of assessments or charges owed by the Unit Owner of any Unit on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

(d) Any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

17.2 Approval of Removal from Act. Except as provided above in connection with damage to or destruction of the Property or eminent domain, any action to remove all or any part of the Property from the Act must be agreed to by Eligible Mortgage Holders that represent 75% of the votes of the mortgaged Units. However, implied approval will be assumed when an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a “return receipt” requested.

ARTICLE 18 AMENDMENTS

18.1 Unit Owner Consent. Except as provided below with respect to amendments in connection with the assignment of Declarant’s rights, this Declaration may be amended only with the written consent of at least 75% of the Unit Owners. Any amendment made while Declarant owns any Unit shall require Declarant’s consent. An amendment becomes effective when it is recorded in the same manner as this Declaration. A Unit Owner’s written consent is not effective unless it is approved in writing by the first mortgagee of the Unit, if any.

18.2 Compensation. If an amendment to this Declaration has the effect of reducing the value of any Unit Owner’s interest in any Common Element, including any Limited Common Element, and increases the value of Declarant’s or any other Unit Owner’s interest in the Common Element or Limited Common Element, then Declarant or other Unit Owner shall compensate the Unit Owner the value of whose interest is reduced in the amount of the reduction in value, either in cash or by other consideration acceptable to the Unit Owner. A Unit Owner may waive the right to obtain this compensation in writing.

18.3 Assignment of Declarant’s Rights. Declarant may assign its rights and obligations as Declarant of the Condominium under the Act and this Declaration by recording an amendment to the Declaration that includes the assignment and an acceptance of the assignment that is signed by the assignee and acknowledged. Declarant may not assign less than all of its rights and obligations as Declarant.

ARTICLE 19 SERVICE OF PROCESS

The initial person to receive service of process for the Condominium in the cases provided in the Act (the “Registered Agent”) and his address are as follows:

Michael Peterson
2731 Washington Avenue
Racine, Wisconsin 53405

The name or address of the Registered Agent may be changed by Declarant or the Association in the same manner and to the same extent that names and addresses of Registered Agents may be changed by unincorporated associations.

ARTICLE 20 RULES OF CONSTRUCTION

20.1 Liberal Construction. The provisions of the Condominium Instruments shall be liberally construed to facilitate the creation and operation of the Condominium.

20.2 Severability. All provisions of the Condominium Instruments are severable and the invalidity of one provision does not affect the validity of any other provision.

20.3 Conflicts. If there is any conflict between any provisions of this Declaration and any provisions of the Plat or any Rules, the provisions of this Declaration shall control. If there is any conflict between any provisions of any of the Condominium Instruments and any provisions of any Rules, the provisions of the Condominium Instruments shall control. If there is any conflict between any provisions of any of the Condominium Instruments and any provisions of the Act, the provisions of the Act shall control.

20.4 Incorporation. The Condominium Instruments shall be construed together and are determined to incorporate one another to the extent that any requirement of the Act applying to one instrument is satisfied if the deficiency can be corrected by reference to any of the others.

[Signature page to follow.]

SIGNATURE PAGE TO DECLARATION OF CONDOMINIUM FOR
LAKE PARK DERBY CONDOMINIUM

Dated as of the date first set forth above.

DECLARANT:

MPR HOLDINGS LLC

By: _____
Michael J. Petersen, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF _____)

This instrument was acknowledged before me _____, 2026 by Michael J. Petersen, Member of MPR Holdings LLC.

Name: _____
Notary Public, State of Wisconsin
My commission _____

Drafted by:
Michael A. Marx
Mallery s.c.
731 North Jackson Street, Suite 900
Milwaukee, Wisconsin 53202

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 2 of Certified Survey Map No. 3630, recorded in the register of Deeds for Racine County, Wisconsin on March 18, 2025, as Document No. 2696801 and being part of the Southeast 1/4 of the Southeast 1/4 of Section 29 Township 3 North, Range 23 East, in the Village of Mt. Pleasant Prairie, County of Kenosha, State of Wisconsin.

Tax Parcel No. 151-03-23-29-304-002

EXHIBIT B

PLAT/DESCRIPTION OF UNITS AND COMMON ELEMENTS

See attached.

Site grading plan for Excel Builders of WI LLC and MPR Holdings LLC of:
 Lots 1-3, Block 8, South Lawn Addition No. 2, according to the recorded plat thereof, except for 12 feet of Block 8. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

Proposed Top of Foundation 621.67
 Proposed Finished Yard Grade 621.0

Certificate

The above-described property has been surveyed under my direction and the map hereon drawn is a correct representation thereof to the best of my knowledge and belief.

No title commitment or results of a title search were provided to this office pertaining to this survey. This Plat of Survey may not reflect easements of record, encumbrances, restrictions, ownership, title evidence, or other facts that a current and accurate title search may disclose.

05/30/2025
 Aaron T. Friess



FOUNDATION CERTIFICATION

The foundation of the residence depicted hereon has been constructed as located. Top of Foundation = 621.97. All other elevations are from survey May 30, 2025.

August 19, 2025



NOTES

BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1983 / 2011

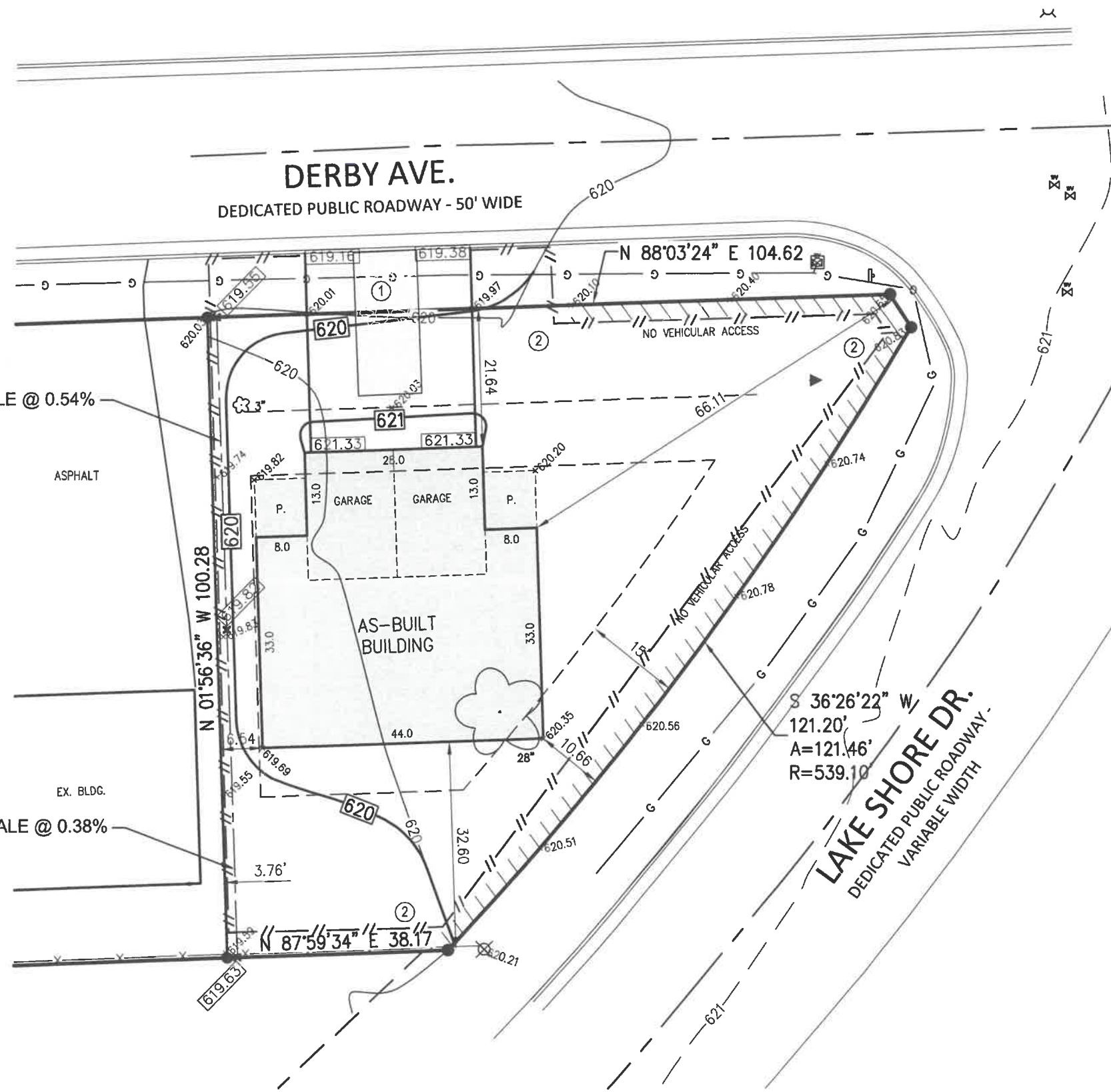
ZONING SETBACKS SHOWN FOR PROPOSED NEW PARCEL PER VILLAGE OF MT. PLEASANT ORDINANCES: STREETYARD: 15', SIDEYARD: 6', AND REARYARD: 25'

PARCEL IS ZONED RL-2 - LOW DENSITY RESIDENTIAL.

LEGEND

- 3/4" REBAR SET
- 1-1/4" IRON PIPE FOUND
- x 999.99 EX. SPOT GRADE
- x 999.99 PROP. SPOT GRADE
- ⊗ 1" IRON PIPE FOUND
- ⊗ REBAR FOUND

50 L.F. SWALE @ 0.38%



- ① GRAVEL ACCESS DRIVE REQ'D. MIN 6" DEPTH, 2" TO 3" AGG. 10' WIDE X 25 L.F.
- ② SILT FENCE, 347 L.F. ±, ALSO REQ'D. AT SPOIL STOCKPILE TOE SLOPE.

FIELD WORK 5-9-2025 BY ETM
 DRAWN 5-14-2025 BY CRL/SCB
 SCALE 1" = 20'
 SHEET 1 OF 1 SHEETS
 JOB NO. 2024.0203.01

3:15:50 PM

Monday, August 18, 2025

mb
 Nielsen Madsen + Barber
 CIVIL ENGINEERS AND LAND SURVEYORS
 1458 Horizon Blvd. Suite 200, Racine, WI. 53406
 Tele: (262)634-5588 Website: www.nmbc.net



RESOLUTION 2-2026

VILLAGE BOARD RESOLUTION AMENDING RESOLUTION 18-2025 ADOPTING THE 2026 BUDGET FOR GENERAL FUND, STORMWATER, SPECIAL REVENUE FUNDS, CAPITAL, VILLAGE ROADS, TID FUNDS & SEWER FUND TO REFLECT 2025 ENCUMBRANCES IN THE 2026 BUDGET

February 23, 2026

WHEREAS the Village Board adopted the 2026 General, Stormwater, Special Revenue Funds, Capital, Village Roads, TID Funds and Sewer Budgets on November 10, 2025; and

WHEREAS, Purchase Orders were issued in 2025 for programs that were incomplete as of December 31, 2025; and

WHEREAS, these commitments are anticipated to be completed in 2026, and

WHEREAS, 2026 budgets did not anticipate these 2025 expenditures; and

WHEREAS, 2025 encumbrances are suitable 2026 appropriations, and

WHEREAS, the Village Board would like to use donated funds as additional resources for a planned Park project by increasing that budgeted line item and fund balance applied by the amount of the donation.

WHEREAS, the Village Board believes it in the best interests of the Community to provide for the revised budget presentation.

NOW THEREFORE, the Village Board of the Village of Mount Pleasant, Racine County, Wisconsin does hereby resolve:

1. That the 2026 General Fund Budget expenditures be increased:

IT - Computer Maintenance	100-145-53060	\$13,602.55
PD – Fleet Maintenance	100-210-53600	\$10,184.47
PD - Computer Maintenance	100-210-53060	\$5,465.00
DPW – Signs & Striping	100-311-53507	\$60,000.00

2. That the 2026 Stormwater Fund budget expenditures be increased

Storm Water Infrastructure	200-000-67313	\$85,517.72
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3. That the 2026 Special Revenue Funds budget expenditures be increased:

Recycling - Services	240-000-54000	\$20,000.00
FD – Act 102 Expenses	270-220-57100	\$29,009.70

4. That the 2026 Capital Fund budget expenditures be increased:

FD - Equipment	400-220-67100	\$7,703.78
DPW - Vehicles	400-311-67130	\$273,584.00
FD- Vehicles	400-220-67130	\$452,993.64
DPW - Building Improve	400-160-67150	\$3,556.21
IT - Infrastructure	400-145-67120	\$137,417.45
FD – Building Improve	400-220-67150	\$20,000.00

5. That the 2026 Village Roads Fund budget expenditures be increased

Paving	401-000-67311	\$305,000.00
Street Lighting	401-000-67312	\$15,000.00

6. That the 2026 TID Budgets expenditures be increased

Wisconn Way Utilities	450-029-67404	\$148,163.36
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7. That the 2026 Sewer Budget expenditures be increased

Equipment	600-000-67100	\$262,361.75
Sewer Services	600-000-67350	\$218,600.53
Professional Services	600-000-54100	\$12,748.00

8. That the following 2026 Capital budget expenditures and revenues be amended as to allow for the expenditure of donated funds for a park project:

Land Improvements	400-520-67310	\$800,000
Fund Balance Applied	400-000-49999	\$(800,000)

9. Direct the Clerk to publish a class one notice of this budget amendment in compliance with Wisconsin statutes.

Adopted by the Village Board of the Village of Mount Pleasant, Racine County, Wisconsin, this 23rd day of February, 2026.

VILLAGE OF MOUNT PLEASANT

By _____
David DeGroot, President

Attest _____
Jill Firkus, Village Clerk



RESOLUTION 3-2026

VILLAGE BOARD RESOLUTION AMENDING RESOLUTION 23-2024 ADOPTING THE 2025 BUDGET FOR GENERAL FUND, CAPITAL AND VILLAGE ROADS

February 23, 2026

WHEREAS the Village Board adopted the 2025 General, Stormwater, Special Revenue Funds, Capital, Village Roads, TID Funds and Sewer Budgets on November 11, 2024; and

WHEREAS, the Village's general fund performed better than expected in both revenues and expenditures; and

WHEREAS, the Village also received a sizable donation in 2025 that was placed in miscellaneous revenue, and

WHEREAS, the Village had originally anticipated borrowing to defray the costs of capital and roads projects, and

WHEREAS, the Village intends to amend the 2025 budget to show the revenues closer to actual, add transfer of funds from general fund to the capital and road funds to both move the donated funds to the capital fund to be directed to a future parks project and to direct funds from the general fund to eliminate the planned borrowing; and

WHEREAS, the Village Board believes it in the best interests of the Community to provide for the revised budget presentation.

NOW THEREFORE, the Village Board of the Village of Mount Pleasant, Racine County, Wisconsin does hereby resolve:

1. That the 2025 General Fund budget expenditures be increased:

Transfer to Capital	100-000-59230	\$2,100,000
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2. That the 2025 General Fund budget revenues be increased

Miscellaneous Revenue	100-000-48910	\$1,800,000
Interest Income	100-000-48100	\$ 300,000

3. That the 2025 Capital Funds budget revenues be increased:

Transfer from General Fund	400-000-49200	\$1,800,000
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4. That the 2025 Capital Fund budget revenues be decreased:

Bond Proceeds	400-000-49120	\$1,800,000
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5. That the 2026 Village Roads Fund budget revenues be increased
Transfer from General Fund 401-000-49200 \$300,000
6. That the 2025 Village Roads Fund budget revenues be decreased
Bond Proceeds 401-000-49120 \$300,000
7. Direct the Clerk to publish a class one notice of this budget amendment in compliance with Wisconsin statutes.

Adopted by the Village Board of the Village of Mount Pleasant, Racine County, Wisconsin, this 23rd day of February, 2026.

VILLAGE OF MOUNT PLEASANT

By _____
David DeGroot, President

Attest _____
Jill Firkus, Village Clerk



PUBLIC HEARING NOTICE

February 23, 2026

6:00 PM

Village Hall, Ebe Auditorium

8811 Campus Drive, Mount Pleasant, WI 53406

The Village of Mount Pleasant gives notice that the Village Board will hold a public hearing on Monday, February 23, 2026, during their meeting scheduled to begin at 6:00 PM or as soon thereafter as it may be heard. The meeting will take place at Village Hall, 8811 Campus Drive, Mount Pleasant, WI 53406. The purpose of the hearing is to consider changes to the district boundaries or amendments or supplements to the regulations established by the village or amendments thereto under SECTION 90-10.100 ZONING MAP and using procedures outlined in 90-520 ARTICLE 90-520 TEXT AMENDMENTS of the Village Code of Ordinances.

ZONING TEXT AMENDMENTS

ORDINANCE 17-2025: AMENDING CODE OF ORDINANCES, VILLAGE OF MOUNT PLEASANT, WISCONSIN §§ 90-420.10 AND 90-420.70.

These amendments make the following changes to the Village’s sidewalk requirements found in the Parking and Access section of Chapter 90: Zoning.

- The ordinance clarifies that the regulations of Division 90-420: Parking and Access apply to all new developments, redevelopments, and when changes to structures or uses meet the conditions of § 90-430.20 Applicability. The cross-reference to landscaping and screening consolidates when the zoning ordinance requires changes to parking areas and screening areas, which are often interlinked.
- Expanding the existing In Lieu Of Fee ordinance to apply to urban street cross sections.
- Expanding the existing In Lieu Of Fee ordinance to apply to properties further than 1,200 feet away from a connecting sidewalk or multi-use pathway, which is the maximum block length identified within § 74-7.6(b).
- Reducing the existing In Lieu Of Fee ordinance to disqualify any sidewalks or multi-use pathways identified within Village’s Comprehensive Plan, Bicycle and Pedestrian Plan, a tax incremental district project plan, or any other applicable plan officially adopted by the Village Board.

ORDINANCE 19-2025: AMENDING CODE OF ORDINANCES, VILLAGE OF MOUNT PLEASANT, WISCONSIN §§ 90-110.70 AND 90-560.30 AND CREATING § 90-110.75 LOT AND BUILDING REGULATIONS FOR TWINHOUSE AND TOWNHOUSE BUILDINGS

The ordinance would amend Chapter 90 as follows:

- Add maximum density ranges to the residential lot and building table. The amendment adds a Maximum units per net acre row to the table, establishing a defined density range for each district (e.g., RL: 1 to 8 dwelling units per net acre; RN: 6 to 16; RM: 9 to 30, with no explicit maximum in RH).
- Increases the maximum lot area in the RN and RM districts to accommodate typical 6-8-unit attached buildings in RN and 20+-unit moderate-scale buildings in RM.
- Adds 90-110.75 which codifies a “building site” for fee-simple twinhouses and townhouse buildings that have zero setbacks or shared walls. For purposes of determining the lot area and lot width per Table 90-110-3, all fee-simple lots within a single attached building(s) are treated as one building site. Front, Rear setbacks, as well as side setbacks for end units, remain unchanged.
- Amends 90-560.30: Authorized variances subsection (e), clarifying that the Board of Appeals may not grant variances that effectively change the zoning of a property where a zoning map amendment consistent with the Comprehensive Plan is available.

The Plan Commission unanimously recommended Ordinances 17-2025 and 19-2025 to the Village Board.

The public may view the public hearing maps and items by request or at the Village Hall. Those with disabilities who need assistance to participate in this meeting should request it from the Clerk's Office at (262) 664-7800 with as much notice as possible.

The full packet for the December 2025 Plan Commission containing these items can be downloaded at:

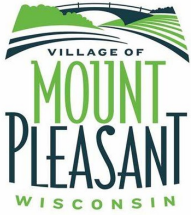
<https://www.mtpleasantwi.gov/AgendaCenter/Plan-Commission-13/?-12172025-1284>.

A Video Recording of that Plan Commission meeting can be located the Villages Youtube Channel here:

https://www.youtube.com/live/WHaor1HHt00?si=W757RF4_Tm0YvmEI

(262) 664-7800 | <https://www.mtpleasantwi.gov/435/Planning>

The public may sign up for email notifications at <https://www.mtpleasantwi.gov/list.aspx>



Executive Summary

Village Board Meeting of February 23, 2026

1. Ordinance 17-2025: Amending Code of Ordinances, Village of Mount Pleasant, Wisconsin §§ 90-420.10 and 90-420.70

- a. Public Hearing Regarding Ordinance 17-2025
- b. Discussion and possible motion to adopt Ordinance 17-2025

BACKGROUND

At its November 13 meeting, the Committee directed the village staff to draft updates to the village's sidewalk requirements. Additionally, the Plan Commission discussed the need for similar potential updates at its November 19, 2025, meeting. The primary issue discussed by both committees was the village's requirement for sidewalks on new development when those sidewalks are not adjacent to existing sidewalks. These ordinances created situations where the village required sidewalks in circumstances where developers installed these sidewalks, but the abrupt ends created secondary safety and travel concerns.

Previous conversations had at both the Plan Commission and Village Board, when adopting the current ordinances, centered around the need to, "start somewhere," and that if the village did not require sidewalks for most larger new developments moving forward, then it would likely never build out a sidewalk system. The village is largely dealing with this conversation now due to its relatively recent incorporation, compared to comparable older cities and villages throughout Southeastern Wisconsin. Urban planning practice has recommended separating pedestrian travel from vehicular travel in suburban contexts since post-war suburbanization accelerated in the 1950s.

To moderate the concerns of the committees, the village staff included the following changes to the ordinance.

1. The ordinance clarifies that the regulations of Division 90-420: Parking and Access apply to all new developments, redevelopments, and when changes to structures or uses meet the conditions of § 90-430.20 Applicability. The cross-reference to landscaping and screening consolidates when the zoning ordinance requires changes to parking areas and screening areas, which are often interlinked.
2. Expanding the existing In Lieu Of Fee ordinance to apply to urban street cross sections.
3. Expanding the existing In Lieu Of Fee ordinance to apply to properties further than 1,200 feet away from a connecting sidewalk or multi-use pathway, which is the maximum block length identified within § 74-7.6(b).
4. Reducing the existing In Lieu Of Fee ordinance to disqualify any sidewalks or multi-use pathways identified within Village's Comprehensive Plan, Bicycle and Pedestrian Plan, a tax incremental district project plan, or any other applicable plan officially adopted by the Village Board.

Additionally, the village staff recommend the following changes to administrative practices not contained within the Code of Ordinances.

1. Permitting, via the development agreement required per § 74-2.8, for subdividers to delay the installation of public sidewalks, multi-use pathways, and street trees until the time at which they pull a building permit for the adjacent lot with the stipulation that they install all required improvements within 5 years of recording of the final plat or when more than 66% of the lots within the land division have pulled a building permit, whichever is sooner. If the subdivider does not install the sidewalks, multi-use pathways, and street trees within that time frame, they shall waive the right to contest the village installing those improvements

and specially assessing the cost of such improvements on the adjacent property owner. This agreement shall run with the land.

2. If a sidewalk stops mid-block, the staff shall investigate and recommend a solution to safely end the sidewalk within their staff report to the Public Works Committee, Plan Commission, or Village Board, as applicable. Potential solutions could include public warning signage, mid-block crossings for blocks exceeding the maximum block length, installation at the Village's expense using various funding mechanisms, or installation at the request and expense of the adjacent property owners.

The Plan Commission recommended approving the ordinance at its December 17, 2025, meeting, and the Public Works Advisory Committee recommended approving the ordinance at its February 12, 2026, meeting.

COMPREHENSIVE PLAN

The Village contracted with the Southeastern Wisconsin Regional Planning Commission (SEWRPC) to update its Bicycle and Pedestrian Plan. SEWRPC anticipates finishing this plan in 2026, and the village staff recommend adopting this update as a portion of the transportation element of the village's comprehensive plan.

LAND DIVISION

The changes affect the development agreement required per § 74-2.8.

ZONING

These changes affect Code of Ordinances Chapter 90, Division 90-420: Parking and Access.

STRATEGIC PLAN

This discussion meets the following key strategies and outcomes:

- Safe Community
 - Create a proactive approach to a safe and secure community
 - Outcome: Safety in the public right-of-way for all modes of transportation. The Village's public infrastructure allows a smooth flow of vehicle traffic and offers safe routes for bicyclists and pedestrians.
- Customer Satisfaction
 - Community focused delivery of services that are responsible, reliable and high quality
 - Outcome: Ordinances that evolve with the changing needs of the Village. Village staff regularly review existing ordinances to remove language that is outdated, improve processes, and update standards to better reflect current best practices.

RECOMMENDATION

The Plan Commission and Public Works Advisory Committee recommend that the Public Works Advisory Committee recommends approval to the Village Board.

FISCAL IMPACT

The proposed amendments within the ordinance do not change the overall cost of development, nor significantly increase the projected staff time allotted to reviewing development proposals. The proposed changes to administrative practice are situationally specific, and the Village Board will consider the cost associated with any plan of action at the time it reviews the project.

PREPARED BY

Samuel Schultz, Community Development Director

Ordinance 17-2025

Amending Code of Ordinances, Village of Mount Pleasant, Wisconsin §§ 90-420.10 and 90-420.70

WHEREAS, the Mount Pleasant Board of Trustees determined it necessary to amend §§ 90-420.10 and 90-420.70 of the Code of Ordinances, Village of Mount Pleasant, Wisconsin pertaining to pedestrian accommodations required by the Village; and

WHEREAS, the adoption of this text amendment followed the procedures outlined in Division 90-520: Text Amendments; and

WHEREAS, the Mount Pleasant Village Board of Trustees finds that the proposed text amendments meet the purposes of zoning regulation outlined in § 90-10.50 Purposes; and

NOW THEREFORE, at a regular meeting of the Village Board for the Village of Mount Pleasant, held on the 12th day of January, 2026, a quorum of the trustees of the Village of Board being present and a majority voting in favor thereof, the Village Board of Mount Pleasant do ordain as follows:

1. §§ 90-420.10 and 90-420.70 of the Code of Ordinances, Village of Mount Pleasant, Wisconsin is hereby amended as shown in the attached **EXHIBIT A**.
2. All ordinances and parts of ordinances contravening the provisions of this ordinance are hereby repealed.
3. The terms of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.
4. This ordinance shall take effect and be in force after its passage and publication.

Passed and adopted by the Village Board of the Village of Mount Pleasant on the 12th day of January, 2026.

Approved:

X

David DeGroot
President

Attest:

X

Jill Firkus
Clerk

Code of Ordinances, Village of Mount Pleasant, Wisconsin

CHAPTER 90: ZONING

Article 400: Village Wide Regulations

Division 90-420: Parking and Access

§ 90-420.10. Purpose; applicability.

[ORD. No. 19-2020, 6-8-2020]

(a) Purpose.

- (1) The regulations of this division establish off-street motor vehicle and bicycle parking requirements that attempt to encourage transit use and nonmotorized modes of transportation, while also helping meet the typical parking needs of shoppers, employees, visitors, and residents. The Village intends these regulations to help avoid the negative impacts that can result from requiring excessive off-street parking (e.g., impervious surfaces, stormwater runoff, heat island effect, visual environment, and parking encroachment into stable neighborhoods).
- (2) The Village also intends these regulations to help protect the public health, safety, and general welfare by:
 - a. Promoting economically viable and beneficial use of land; and
 - b. Providing flexible methods of responding to the transportation and access demands of various land uses in different areas of the village.

(b) Applicability.

- (1) General. Property owners must provide and maintain parking and access in accordance with the provisions of this division. Unless expressly stated otherwise, the regulations apply to all zoning districts and uses.
- (2) New uses and development. The regulations of this division apply to all new developments, redevelopments, and when changes to structures or uses meet the conditions of [§ 90-430.20 Applicability](#).

§ 90-420.70: Sidewalks and pedestrian circulation.

[ORD. No. 19-2020, 6-8-2020]

(a) Sidewalks. Property owners must provide sidewalks or multi-use pathways along all sides of every lot that abuts a public street. Racine County and the Wisconsin Department of Transportation hold final authority to require sidewalks in their rights-of-way.

[AMENDED 3-22-2021 BY ORD. No. 05-2021; 7-25-2022 BY ORD. No. 22-2022]

- (1) If the Community Development Director, Public Works Director, and the applicant for a proposed development agree that a property meets the following conditions, the Village may accept a payment in lieu of sidewalk or multi-use path. The Village shall set the payment amount using the Public Works Director's estimate of sidewalk construction costs per square foot. The Village shall place the payment in a fund

exclusively used for new or upgraded pedestrian and bicycle infrastructure.

- a. The construction of a sidewalk or multi-use pathway is impractical or infeasible;
 - b. The lot does not currently lie within 1,200 feet, measured via public rights-of-way, to any existing sidewalk or multi-use pathway;
 - c. The Village's Comprehensive Plan, Bicycle and Pedestrian Plan, a tax incremental district project plan, or any other applicable plan officially adopted by the Village Board does not identify the adjacent improvement;
 - d. The sidewalks or multi-use pathways do not lie within a subdivision plat that the Plan Commission required to have that improvement; and
 - e. The Village does not plan to construct adjacent sidewalks or multi-use pathways in the Village's five-year capital improvement plan.
- (b) Internal pedestrian circulation. Property owners must provide an internal circulation system for pedestrian and nonmotorized travel on all lots except those occupied solely by residential buildings containing fewer than two dwelling units.
- (c) Connection to public sidewalks. The internal pedestrian circulation system must connect the main building entrance to all sidewalks located along street frontages abutting the site. Required connections must follow a direct route and not involve significant out-of-direction travel for system users.
- (d) Internal connections. The internal pedestrian circulation system must connect all buildings on the site and provide connections to other areas of the site likely to be used by pedestrians and nonmotorized travel, such as parking areas, bicycle parking, usable open spaces, recreation areas, and similar amenity features.
- (e) Design. Required internal pedestrian circulation facilities must be designed and constructed in accordance with the regulations of this subsection.
- (1) The internal pedestrian circulation system must be ADA-compliant.
 - (2) When the internal pedestrian circulation system crosses drive aisles, property owners must clearly differentiate them by using elevation changes, differing paving materials, or other equally effective methods to safely accommodate nonmotorized travel, as approved by the Community Development Director. Striping alone does not meet this requirement.
 - (3) When the internal pedestrian circulation system is parallel and adjacent to a motor vehicle travel lane, it must be a raised path at least 8 inches above the vehicle travel lane surface or be separated from the vehicle travel lane by a raised curb, bollards, landscaping, or another physical barrier. If property owners use a raised path, they must install accessible curb ramps at the ends of the raised portions.

Code of Ordinances, Village of Mount Pleasant, Wisconsin

CHAPTER 90: ZONING

Article 400: Village Wide Regulations

Division 90-420: Parking and Access

§ 90-420.10. Purpose; applicability.

[ORD. No. 19-2020, 6-8-2020]

(a) Purpose.

(1) The regulations of this division establish off-street motor vehicle and bicycle parking requirements that attempt to encourage transit use and nonmotorized modes of transportation, while also helping meet the typical parking needs of shoppers, employees, visitors, and residents. ~~The Village intends these regulations are also intended~~ to help avoid the negative impacts that can result from requiring excessive ~~supplies of~~ off-street parking (e.g., impervious surfaces, stormwater runoff, heat island effect, visual environment, and parking encroachment into stable neighborhoods).

(2) The Village also intends these regulations ~~are also intended~~ to help protect the public health, safety, and general welfare by:

- Promoting economically viable and beneficial use of land; and
- Providing flexible methods of responding to the transportation and access demands of various land uses in different areas of the ~~V~~illage.

(b) Applicability.

(1) General. ~~Off-street parking~~ Property owners must provide and maintain parking and access must be provided and maintained in accordance with the provisions of this division. Unless ~~otherwise~~ expressly stated otherwise, the regulations apply to all zoning districts and uses.

(2) New uses and development. The ~~parking~~ regulations of this division apply to all new developments, redevelopments, and to all new buildings constructed and all new uses established in all zoning districts when changes to structures or uses meet the conditions of § 90-430.20 Applicability.

~~(3) Change of use. If a new use of a building requires more off-street parking than the use that most recently occupied the building, additional off-street parking is required in an amount equal to the difference between the parking required for the new use and the parking that would have been required for the previous use if the parking requirements of this division had been applicable.~~

~~(4) Enlargements and expansions:~~

~~a. The parking regulations of this division apply whenever an existing building or use is enlarged or expanded to include additional dwelling units, floor area, seating capacity or other~~

~~units of measurement used in establishing off-street parking requirements.~~

~~b. In the case of enlargements or expansions that trigger requirements for additional parking, additional spaces are required only to serve the enlarged or expanded area, not the entire building or use. There is no requirement to address parking deficits associated with existing, lawfully established buildings or uses.~~

§ 90-420.70: Sidewalks and pedestrian circulation.

[ORD. No. 19-2020, 6-8-2020]

(a) Sidewalks. Property owners must provide Ssidewalks or multi-use pathways ~~must be provided~~ along all sides of every lot that abuts a public street. Racine County and the Wisconsin Department of Transportation hold final authority to require sidewalks in their rights-of-way.

[AMENDED 3-22-2021 BY ORD. No. 05-2021; 7-25-2022 BY ORD. No. 22-2022]

(1) If the Community Development Director, Public Works Director, and the applicant for a proposed development agree ~~to that a property meets~~ the following conditions, the Village may accept a payment in lieu of sidewalk or multi-use path. The Village shall set the payment amount using the ~~Village's five-year average~~ Public Works Director's estimate of sidewalk construction costs per square foot. The Village shall place the payment in a fund exclusively used for new or upgraded pedestrian and bicycle infrastructure.

a. The construction of a sidewalk or multi-use pathway is impractical or infeasible; ~~and~~

b. The lot does not currently lie adjacent within 1,200 feet, measured via public rights-of-way, to any existing sidewalk or multi-use pathway; and

c. The Village's Comprehensive Plan, Bicycle and Pedestrian Plan, a tax incremental district project plan, or any other applicable plan officially adopted by the Village Board does not identify the adjacent improvement;

~~b. The sidewalks or multi-use pathways do not lie within a subdivision plat that the Plan Commission required to have that improvement; and~~

~~d.~~

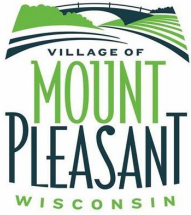
~~c. The Village does not plan to construct adjacent sidewalks or multi-use pathways in the Village's five-year capital improvement plan; and~~

~~d.e. The adjacent roadway uses a rural cross section.~~

(b) Internal pedestrian circulation. Property owners must provide aAn internal circulation system for pedestrian and nonmotorized travel ~~must be provided~~ on all lots except those occupied solely by residential buildings containing fewer than ~~four~~ two dwelling units.

(c) Connection to public sidewalks. The internal pedestrian circulation system must connect the main building entrance to all sidewalks located along street frontages abutting the site. Required connections must follow a direct route and not involve significant out-of-direction travel for system users.

- (d) Internal connections. The internal pedestrian circulation system must connect all buildings on the site and provide connections to other areas of the site likely to be used by pedestrians and nonmotorized travel, such as parking areas, bicycle parking, usable open spaces, recreation areas, and similar amenity features.
- (e) Design. Required internal pedestrian circulation facilities must be designed and constructed in accordance with the regulations of this subsection.
- (1) The internal pedestrian circulation system must be ADA-compliant.
 - (2) When the internal pedestrian circulation system crosses drive aisles, ~~property owners must it must be~~ clearly differentiated ~~them through the~~by using ~~of~~ elevation changes, ~~different differing~~ paving materials, or other equally effective methods ~~of to~~ safely ~~accommodating~~ accommodate nonmotorized travel, as approved by the Community Development Director. Striping alone does not meet this requirement.
 - (3) When the internal pedestrian circulation system is parallel and adjacent to a motor vehicle travel lane, it must be a raised path at least ~~eight~~ 8 inches above the vehicle travel lane surface or be separated from the vehicle travel lane by a raised curb, bollards, landscaping, or another physical barrier. If property owners use a raised path ~~is used~~, they must install accessible curb ramps at the ends of the raised portions ~~must be equipped with accessible curb ramps~~.



Executive Summary

Village Board Meeting of February 23, 2026

2. Ordinance 19-2025: Ordinance 19-2025: Amending Code of Ordinances, Village of Mount Pleasant, Wisconsin §§ 90-110.70 and 90-560.30 and Creating § 90-110.75 Lot and building regulations for twinhouse and townhouse buildings

- a. Public Hearing regarding Ordinance 19-2025
- b. Discussion and possible motion to adopt Ordinance 19-2025

BACKGROUND

In 2020, the village comprehensively updated Division 90-110: Residential Districts to simplify districts, consolidate standards, and enable a broader range of housing types, including fee-simple twinhouses and townhouses. In June 2025, the Village Board adopted Ordinance 09-2025, which further consolidated residential lot and building regulations into a single table (Table 90-110-3), added the RN district, and aligned several village-wide regulations.

Since that adoption, staff monitored pre-development meetings and subdivision concepts. Two issues emerged:

1. The 2025 consolidation retained the district minimum lot widths and areas but eliminated the explicit narrow-lot standards that had previously enabled fee-simple twinhouse and townhouse formats with zero side setbacks.
2. Overlapping dimensional and density standards continued to complicate plats and certified survey maps that met overall net density but failed one or more lot area or width thresholds, triggering redesigns without changing intensity.

In November 2025, the Plan Commission discussed restoring a clear path for narrow fee-simple attached housing, relying more consistently on density at the plat scale, and limiting the use of variances where a zoning map amendment would be more appropriate. The proposed ordinance (**Exhibit A**) implements that direction by modestly expanding the lot table and two new procedural tools. The ordinance would amend Chapter 90 as follows:

1. **Add maximum density ranges to the residential lot and building table.** Table 90-110-3 currently establishes minimum units per net acre for each residential district but does not set corresponding upper limits. The amendment adds a *Maximum units per net acre* row to the table, establishing a defined density range for each district (e.g., RL: 1 to 8 dwelling units per net acre; RN: 6 to 16; RM: 9 to 30, with no explicit maximum in RH). These caps act as a policy guardrail for subdivision-scale intensity while leaving existing minimum densities unchanged. This also future-proofs the zoning code, as expected, upcoming state law changes will require localities to specify density levels in comprehensive plans. Consistent with the November 2025 discussion, the ordinance also increases the maximum lot area in the RN and RM districts to accommodate typical 6-8-unit attached buildings in RN and 20+-unit moderate-scale buildings in RM, in line with the 1.0-1.3 acre and 2.4-3.1 acre ranges the Commission previously reviewed.
2. **Clarify how the lot table applies to attached dwelling units with shared walls and zero side setbacks.** A new 90-110.75 codifies a *building sites* concept for fee-simple twinhouses and townhouse buildings. For purposes of applying Table 90-110-3, all fee-simple lots within a single attached building are treated as one building site. The building site's lot area and width are calculated by summing the individual lots, and that combined site must meet the district's minimum and maximum lot area and lot width standards. Within that building site, interior lot lines between attached units may have a zero-foot side setback, subject to

building and fire codes, while end units remain subject to the standard side and rear setbacks. A new footnote in Table 90-110-3 directs readers to this section for attached homes. This restores the functional narrow-lot path for fee-simple attached housing that was available under the 2020 twinhouse and townhouse regulations, without reintroducing separate lot tables by building type or defining the entire zone's typical lot dimensions by one housing type. Lots approved under this section are deemed conforming and do not require separate variances for lot area or width.

3. **Limit the use of variances for density and de facto rezoning.** An amendment to 90-560.30: Authorized variances modifies a subsection (e), clarifying that the Board of Appeals may not grant variances that effectively change the zoning of a property where a zoning map amendment consistent with the Comprehensive Plan is available. Administrative adjustments authorized elsewhere in the chapter remain available. This implements the November Plan Commission recommendation to limit subdivision-scale density variances and avoid using variances as a substitute for legislative rezoning.

All other aspects of the June 2025 residential update, including the district descriptions, permitted building types, maximum impervious surface standards, and garage and gardening regulations, remain unchanged.

COMPREHENSIVE PLAN

Current draft housing legislation at the state level includes requirements for communities to set more specific density standards within the land use element of their comprehensive plans. Continuing to refine the village's standards proactively coincides with this draft legislation and potential required comprehensive plan updates relating to residential density.

STRATEGIC PLAN

These potential updates meet the following Key Strategies and Outcomes identified in the Strategic Plan.

- Balance Growth and Development
 - Planning major Village initiatives to optimize budgeting impact, ensuring compliance with the Comprehensive Plan.
 - Outcome: Welcoming and competitive community for a variety of housing types and commercial development. Development processes are streamlined, fair, and predictable for both developers and citizens, encouraging companies and individuals to invest in the Village.
- Customer Satisfaction
 - Outcome: Ordinances that evolve with the changing needs of the Village.
 - Village staff regularly review existing ordinances to remove language that is outdated, improve processes, and update standards to better reflect current best practices.

RECOMMENDATION

The Plan Commission recommended that the Village Board approve Ordinance 19-2025.

FISCAL IMPACT

The ordinance clarifies administrative review procedures and does not impact the cost of development.

PREPARED BY

Samuel Schultz, Community Development Director

Ordinance 19-2025

Amending Code of Ordinances, Village of Mount Pleasant, Wisconsin §§ 90-110.70 and 90-560.30 and Creating § 90-110.75 Lot and building regulations for twinhouse and townhouse buildings

WHEREAS, the Mount Pleasant Board of Trustees determined it necessary to amend §§ 90-110.70 and 90-560.30 of the Code of Ordinances, Village of Mount Pleasant, Wisconsin pertaining to residential lot and building regulations and authorized variances; and

WHEREAS, the Mount Pleasant Board of Trustees determined it necessary to create § 90-110.75 Lot and building regulations for twinhouse and townhouse buildings to adequately regulate fee-simple attached dwelling units; and

WHEREAS, the adoption of this text amendment followed the procedures outlined in Division 90-520: Text Amendments; and

WHEREAS, the Mount Pleasant Village Board of Trustees finds that the proposed text amendments meet the purposes of zoning regulation outlined in § 90-10.50 Purposes; and

NOW THEREFORE, at a regular meeting of the Village Board for the Village of Mount Pleasant, held on the 23rd day of February, 2026, a quorum of the trustees of the Village of Board being present and a majority voting in favor thereof, the Village Board of Mount Pleasant do ordain as follows:

1. §§ 90-110.70 and 90-560.30 of the Code of Ordinances, Village of Mount Pleasant, Wisconsin is hereby amended as shown in the attached **EXHIBIT A**.
2. § 90-110.75 of the Code of Ordinances, Village of Mount Pleasant, Wisconsin is hereby amended as shown in the attached **EXHIBIT A**.
3. All ordinances and parts of ordinances contravening the provisions of this ordinance are hereby repealed.
4. The terms of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.
5. This ordinance shall take effect and be in force after its passage and publication.

Passed and adopted by the Board of Trustees of the Village of Mount Pleasant on the 23rd day of February, 2026.

Approved:

Attest:

X

David DeGroot
President

X

Jill Firkus
Clerk

Code of Ordinances, Village of Mount Pleasant, Wisconsin

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Chapter 90: Zoning

Article 100: Base Districts

Division 90-110: Residential Districts

§ 90-110.70: Lot and building regulations

R District lots and buildings must comply with the regulations of Table 90-110-3.

Regulation		RE	RL	RN	RM	RH
Lot						
1	Minimum lot area (square feet)	21,780	6,000	4,200	3,600	
1	Maximum lot area (square feet)	430,560	43,560	21,780 43,560	43,560 130,680	-
2	Minimum lot width (feet)	100	55	35	-	
2	Maximum lot width (feet)	-	120	240	360	1,080
	Minimum units per net acre	0.1	1	6	9	12
	Maximum units per net acre	2	8	16	30	-
	Maximum impervious surface coverage (% of lot)	25	50	65	80	100
Principal Building Siting						
3	Street setback (minimum; feet) ¹	20	15			
4	Interior side (minimum; feet) ²	16	8	6		
5	Rear (minimum; feet)	25				
Accessory Building Siting						
	Front yard (minimum; feet)	100	-			

Regulation	RE	RL	RN	RM	RH
Secondary or side yard (minimum; feet) ³	20			15	
Side and rear setbacks (minimum; feet)	10			3	
Garages					
Garage configuration	See ERROR! REFERENCE SOURCE NOT FOUND. § 90-420.100: PARKING AREA LAYOUT AND DESIGN				
Maximum Building Height					
Principal building (stories)	2			3	6
Accessory building (stories)	2	1.5		2	
Minimum Finished Above-Grade Living Area (square feet)					
	2,500	1,250		Per building code	

Table 90-110-13: Lot and Building Regulations

(a) Notes

- (1) May reduce by five feet on lots with rear access to parking/garage.
- (2) Interior side building setbacks apply only to end units (i.e., on nonattached side).
- (3) The street-facing wall of a secondary or side street yard accessory building must include at least 20 square feet of window area or comply with one of the R District Screening Options in Table 90-430-2.
- (3)(4) Twinhouse and townhouse buildings may use the lot width and area regulations as a single building site, per § 90-110.75.-

§ 90-110.75 Lot and building regulations for twinhouse and townhouse buildings

- (a) Purpose. The village intends this section to allow twinhouse and townhouse buildings on individual lots while maintaining the lot and density patterns intended for each residential zoning district.
- (b) Applicability. This section applies to twinhouse and townhouse buildings, as defined and permitted in § 90-110.20, where each dwelling unit is located on its own lot.
- (c) Lot areas and widths. The village shall treat all lots that contain dwelling units within a twinhouse or townhouse as a single building site when applying the lot and building regulations of Table 90-110-3. When applying the table, the following regulations should apply.
 - (1) The lot areas for twinhouse or townhouse buildings is the sum of the areas of the lots that share a 0-foot side setback.
 - (2) The lot widths for twinhouse or townhouse buildings is the sum of the widths of the lots that share a 0-foot side setback.
 - (3) The area and width summations must comply with the lot area and lot width standards of Table 90-110-3 for the zoning district in which it is located.
- (d) Interior lot lines and setbacks.
 - (1) The village does not require interior side setbacks along lot lines located between attached dwelling units within the same twinhouse or townhouse building, subject to the applicable building and fire codes.
 - (2) Interior side setbacks from Table 90-110-3 continue to apply along the non-attached side of end units and along rear lot lines.
- (e) Relationship to principal building rule. Treating multiple lots as a single building site for purposes of Table 90-110-3 does not authorize more than one principal building on an individual lot, where § 90-110.30 governs.

Article 500: Village-Wide Regulations

Division 90-560: Variances

§ 90-560.30: Authorized variances

[ORD. NO. 19-2020, 6-8-2020; AMENDED 4-22-2024 BY ORD. NO. 7-2024]

- (e) Waive, vary, or modify applicable ~~minimum lot area per units per net acre~~ (density) standards ~~(Note: This provision is not intended to prohibit variances of minimum lot area requirements for individual lots.)~~ such that the variance would create a lot permitted in a different zoning district, i.e., variances are not permitted when a zoning map amendment would create a permissible lot;

EDITORS NOTE: THIS AMENDMENT DENOTES INSERTIONS BY UNDERLINE AND DELETIONS BY ~~STRIKETHROUGH~~.