

**RESOLUTION NO. 2022-115
(11/21/2022)**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO
APPROVE A DEVELOPMENT AGREEMENT WITH DONALD I & JANE E CHRISTENSEN
FOR THE EXTENSION OF BUCKLEY ROAD**

The Village Board for the Village of Caledonia resolves as follows:

WHEREAS, the Owners, Donald I & Jane E Christensen are owners of property on an unimproved section of Buckley Road.

WHEREAS, the Owners, Donald I & Jane E Christensen desire to construct a single-family home on their property. In order for the Village to allow a home to be constructed on the property, Buckley Road will need to be improved/constructed as a Village Road in front of the property.

WHEREAS, the Owners, Donald I & Jane E Christensen have submitted construction plans and have received approval from the Engineering Department for the construction of the Buckley Road Extension.


WHEREAS, the Owners, Donald I & Jane E Christensen have executed the Development Agreement and have provided the appropriate financial guarantee for the construction of the Buckley Road Extension.

WHEREAS, the Village President and Village Clerk need to execute the Development Agreement in order to allow it to be recorded.


NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the Development Agreement between the Village of Caledonia, A.W. Oakes & Son Inc. and Donald I & Jane E Christensen as set forth in **Exhibit A** attached hereto and incorporated herein (the "Development Agreement"), is hereby authorized and approved, and the Village President and Village Clerk are authorized to execute said agreement and Village staff are authorized to take all such actions necessary in furtherance of the Development Agreement.

21 Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this day of November, 2022.

VILLAGE OF CALEDONIA

By: 

Lee Wishau
Acting Village President

Attest: 

Joslyn Hoeffert
Village Clerk

DEVELOPMENT AGREEMENT

Buckley Road - Road Extension (Parcel ID 51-104-04-23-31-073-000)

THIS DEVELOPMENT AGREEMENT, (the "Agreement"), effective as of the date last executed by any Party hereto, is made and entered into by and between **DONALD I CHRISTENSEN and JANE E CHRISTENSEN**, their successors and assigns, (the "Developer"), the **VILLAGE OF CALEDONIA**, a municipal corporation located in Racine County, Wisconsin, its successors and assigns (the "Village"), and A.W. Oakes & Son Inc. being a Wisconsin Corporation (the "Contractor") (Developer, Village, and Contractor are collectively referred to as "the Parties");

INTRODUCTION

A. The Village is located in Racine County, Wisconsin.

B. Developer is the sole record-title owner of a parcel of real property previously platted (hereinafter referred to as the "Property") located in the Village of Caledonia, Racine County, Wisconsin, and which is legally described on the attached **Exhibit A**.

C. Developer desires to construct a Single-Family Home on the parcel, which presently is not buildable, because the parcel does not have access to a constructed Village Road. The Developer is willing to construct a Village Road along the parcel to make the parcel buildable, which requires that the Developer enter into a suitable contract with the Village relative to the construction of a road extension of Buckley Road.

D. As a part of the road extension of Buckley Road, the Developer wishes to contract directly with the Contractor for the purpose of constructing the roadway improvements prior to acceptance by the Village pursuant to Titles 14 and 18 of the Village's Code of Ordinances.

E. Any and all applications, the pre-development agreement, and accompanying plans, schedules, exhibits, and other documents filed with the Village are incorporated by reference herein, as modified by any written or formal approvals of the Village.

F. Wisconsin Statute Section 236.13 and the applicable Village Ordinances provide that as a condition for final approval, the governing body of a municipality may require the Developer make and install or have made and installed, any new Public Improvement, reasonably necessary in the Property, and the Developer may provide an irrevocable letter of credit or other surety approved by the Village guaranteeing that the Developer will make and install or have made and installed those improvements in the Property within a reasonable time.

G. The Village believes that the orderly planned development of the Property will best promote the health, benefit, safety and general welfare of the community.

NOW THEREFORE, in consideration of the granting of approval by the Village of the development of the above described Property, and the covenants herein contained, and other good and valuable consideration, the adequacy and sufficiency which is acknowledged by all parties, it is mutually agreed as follows:

1. **Introduction is Correct.** The Parties agree that the foregoing "Introduction" is true and correct and is hereby incorporated into this Agreement by reference.

2. **Definitions.**

Public Improvements shall mean all public improvements to be constructed under this Agreement, including grading, erosion control, drainage and all requisite public improvements, Public Roads, including any required curb and gutter, and Storm Water Utilities.

Public Roads shall mean all public rights-of-way in the legal description including any required curb and gutter.

3. **Consent of the Village.** The Village hereby grants permission to the Developer and the Contractor to undertake and do the Construction Project for the Property as a private project on private property (as opposed to a Village project requiring compliance with the public bidding statutes).

4. **Construction Project.** The Property Public Improvements construction shall be undertaken and done by Contractor, and Developer shall be solely responsible for the payment of all costs and expenses for the construction. The Contractor and Developer expressly understand and agree that the Village will not be liable or responsible in any manner for any of the said costs and expenses of the Property construction.

5. **Code of Ordinances Incorporated.** The Code of Ordinances of the Village, as amended from time-to-time, is hereby incorporated into this Agreement, and Developer and Contractor agree to perform all of the obligations imposed upon Developer and/or Contractor by the terms and provisions of such ordinances, as applicable. Without limitation, Developer specifically acknowledges that it must pay all applicable fees, which include, but are not limited to, applicable impact fees, land division fees, and others. Notwithstanding the foregoing, impact fees for an individual home's construction shall be paid at the time of building permit for said home.

6. **Public Improvements; Dedication and Construction.**

(a) **Property Improvements Generally.** Developer shall prepare, at its expense and per applicable Village Ordinances and the requirements of this Agreement, complete plans for construction of the Property's Public Improvements, including for the extension of Buckley Road as shown on the approved plans prepared by Nielsen, Madsen, & Barber S.C. and dated October 6, 2022 and professional engineered stamped on the same date for the Public Improvements subject

to any conditions and requirements of the Village's Engineering Department which are incorporated herein by reference (the "Plans"). The Public Improvements', Public Roads' design and plans shall conform to the Village's minimum standards for public utilities and public roads then in effect unless otherwise agreed to in writing by the Developer and the Village, and such plans and specifications shall be submitted to and approved by the Village. In the event of any conflict between the minimum design standards in the Village's Code of Ordinances and the requirements of this Agreement, the more restrictive shall control except as expressly provided for in this Agreement. The Developer acknowledges and agrees that it is solely responsible for all costs of construction and installation of Property improvements and Public Improvements.

(b) **Sewer & Water Lateral Construction**. Developer's design engineer shall stake all the Sewer and Water Laterals prior to construction. Developer shall be responsible for constructing the Sewer & Water Laterals at Developer's expense and per approved Plans. Developer's construction work shall be subject to inspection by the Village, Utility District, or the Village's designee. Developer shall construct the Sewer & Water Laterals utilizing granular backfill, as set forth in the approved Plans and as required by Village Ordinances. The parcel being buildable is conditioned upon the Village's acceptance of the Public Improvements and the Property (and the lot therein) being serviced with public Sewer & Water laterals, and Developer agrees to enter into agreements to grant to the Village, as appropriate all easements, if applicable and deemed necessary for the furnishing of public Sewer & Water laterals to the lot in said Property.

After the Sewer & Water Laterals have passed final inspection and testing, and after all lien waivers for the work completed on the Sewer & Water Laterals have been provided to the Village, the Village shall accept any necessary easements for access to the Sewer & Water Utilities.

(c) **Public Roads Construction**. After acceptance of the Sewer & Water Utilities by the Village and Utility District, the Developer and Contractor shall thereafter construct, at Developer's expense, the base construction, except asphaltting, in compliance with applicable Village standards and Ordinances for public roads. When such base construction, except asphaltting, has been completed by the Developer and Contractor, inspected, tested and approved by the Village Engineering Department, and after all lien waivers respecting the Public Roads have been provided to the Village, the Village shall accept such construction, subject to maintenance guarantees then provided in the Village Ordinances, this Agreement and such other guarantees as the Village Board may deem necessary to protect the Village in the event that there is an identified deficiency in the construction that warrants a longer guarantee period of time. It is anticipated that the Public Roads construction, including binder and surface asphaltting, as further described herein shall be done in 2023. The Developer and Contractor shall be responsible for regrading and shaping the Public Roads at its expense prior to the asphaltting work being done in accordance with Village's duly-bid public road work (annual paving program) contract. After construction of base course of the Public Roads is approved and accepted by the Village, the Village's asphaltting contractor shall fine grade the stone base and install four and one-half (4½) inches of binder asphalt, in two (2) layers per Village Engineering Department specifications, on all such Public Roads or parts thereof within the Property which the Developer and Contractor are required to construct hereunder. The Village Engineering Department shall inspect such work for compliance with Village Ordinances and if such work complies, shall accept such work which shall constitute "substantial completion" in accordance with Sec. 236.13, Wis. Stat.

When authorized to install the surface course of asphalt by the Village's Engineering Department, the Village's asphaltting contractor shall patch if necessary, based on inspection by

the Village Engineering Department. A final inspection shall be completed by the Village Engineering Department to determine if any repairs need to be made. The binder course should be swept clean prior to placing any tack coat. The Village's asphaltting contractor shall install one and one-half (1-1/2) inches of surface asphalt and Developer and Contractor shall complete the final work except for any manhole and water box adjustments on such Public Roads in the Property. Developer agrees that it is financially responsible for the costs for all asphalt and installation of the asphalt binder and surface courses, but the Village shall be responsible to perform such work, either directly or through contracted third-parties. Developer and Contractor shall also abide by the provisions of Resolution 2000-26, relating to street barricades, which is incorporated herein by reference.

(d) **Reimbursement for Costs.** The Developer shall, within Thirty (30) Days after receiving a written itemized invoice(s) from the Village for the same, reimburse and pay to the Village all engineering, inspection, administrative and legal costs incurred by the Village. This shall expressly include, but not be limited to, (i) all engineering costs incurred in the review of the Plans, and (ii) all inspection costs, and (iii) all legal costs of the Village's attorney pertaining to this Agreement.

(e) **Right of Village To Complete The Project.** If the Developer commences the work (by having the Contractor commence actual excavation work and/or construction work on site) but then fails for any reason to complete or finish the work, then, in addition to any and all other remedies available to the Village under the law:

1) The Village may, at its option, complete and finish the work by doing such remaining work (the "Completion Work") as a publicly-bid Village project; and

2) The Developer shall pay to the Village all costs incurred by the Village in doing the Completion Work; and

3) Without in any manner limiting its available remedies under the law, the Village may obtain payment of all such costs for the Completion Work through a levy of special assessments and/or special charges (collectively referred to as the "Special Assessment") on the Property pursuant to the terms and provisions of Section 66.0703 of the Wisconsin Statutes and/or any other applicable statutes. Developer hereby waives all procedural rights that Developer may have under the laws of the State of Wisconsin with respect to such an imposition of the Special Assessment on the Property for items required of Developer herein. This waiver includes, but is not limited to, the requirement of a written notice and a public hearing as required under Section 66.0703 of the Wisconsin Statutes and/or any other special assessment statutes.

7. **Drainage Facilities.**

(a) **Construction.** Developer and Contractor agree to design, construct, and install, at its expense, all the Storm Water Utilities as specified and set forth in the Village-approved plans and specifications described in Section 6 hereof. In the event the Storm Water Utilities are not completed within two (2) years from the date hereof, the Village Board shall have the right to review the plans in light of conditions then existing or expected in the area and to modify the plans to meet any such conditions. The Developer and Contractor shall construct and complete the Storm Water Utilities pursuant to any such revised plans. All such work shall be subject to approval and acceptance by the Village Board and the Village's Utility Commission. Any damage occurring to the Public Improvements or to any other drainage structures or appurtenances, including drainage tiles, shall be repaired, restored or rerouted by Developer in accordance with this Agreement.

(b) **Default.** In the event of any default in the obligations to properly repair damage caused during construction or to maintain the drainage easements, including any retention or detention basins, the Village may cause said maintenance to be provided and may charge the Developer or subsequent owner for said costs. In addition, the Village, at its option, may cause all such costs including any engineering, legal, and administrative costs with respect to the same, to be assessed against the Property or the lot within the Property that is assigned responsibility for such drainage facility, all as provided in Sections 66.0627 and 66.0703, Wis. Stats., and applicable Village Ordinance.

8. **Public Improvements Cost, Security, Guaranty Period.**

(a) **Public Improvements Costs and Security.** In order to secure Developer's satisfactory completion of the Public Improvements including but not limited to the Sewer & Water Laterals and Public Roads, Developer has opted to post with the Village a cash deposit, in the amount of **\$54,529.20** (the "Security"), which amount equates to 120% of the Public Improvements' estimated total cost (excluding the cost for asphaltting) as set forth in **Exhibit B** which is incorporated herein by reference. Developer has opted to post a cash bond for the cost of the binder and surface course of asphalt in the amount of **\$14,312.57**, which amount equates to 110% of the estimated binder and surface course cost, which funds the Village shall use to pay the costs of the binder and surface course of asphalt to be installed by the Village's asphaltting contractor. Developer shall post the Security with the Village prior to the required staking by the Developer. After completion satisfactory to the Village as set forth in this Agreement of each of (1) the Sewer & Water Laterals and (2) the Public Road's stone course, the Village shall release that portion of the Security that is attributable to the estimated cost of the completed work upon receipt by the Village of lien waivers, as shown on **Exhibit B** hereto. The release of security shall

be accomplished incrementally as portions of the work are completed and accepted by the Village and invoices for asphaltting work have been paid by Developer. After invoices have been paid for the Sewer & Water Laterals and Road work and the asphalt courses have been accepted, only that portion of the Security necessary to secure completion of the remaining Public Improvements work plus 10% of the original Security total of **\$4,544.10** shall be retained by the Village as security for an additional fourteen (14) months to secure the Developer's obligations during the Guaranty Period and to ensure completion of the remaining Public Improvements. In calculating the retention amount of the security, such amount shall not include the original 20% contingency. Developer may, at its option, substitute an additional cash bond for the remaining amount on the letter of credit for the remaining Public Improvements work, plus 10% of the original Security.

The Village may utilize the remaining security for repair and maintenance of the Public Roads, as well as for additional amounts needed to complete the asphaltting of the streets if the Developer does not perform, after notice, its repair, maintenance and/or reconstruction responsibilities during the Guaranty Period. In the event any such fund is inadequate to pay for such work, the Developer, upon written demand by the Village, shall pay to the Village any such deficiency. In addition to any other remedies the Village may have, the Village shall be entitled to impose a special assessment or special charge against the Property for any deficiencies not paid in accordance with Section 25 of this Agreement.

If Developer fails to complete the Public Improvements within one year of initial staking, the Village shall draw on the Security without further notice to Developer to complete the remaining Public Improvements.

(b) **Guaranty**. Developer shall warrant and guarantee the Public Improvements in good condition and in compliance with the Village's standards and specifications for a minimum

period of one (1) year after acceptance of the courses of asphalt (the "Guaranty Period"). The Developer shall be liable for all maintenance (except snow plowing) and repair of the road, shoulders and curb and gutter as applicable for a period of at least one (1) year. The Village Board may require a longer guaranty period based upon the site conditions, time when construction is to be carried on, and any other factors affecting the road or its stability. In the event any defect(s) is discovered during such one-year time period, the Village shall notify the Developer and Contractor in writing, and the Developer and Contractor shall cause such defect(s) to be corrected within Sixty (60) calendar days (or within such shorter period designated by the Village if the public health and safety so require). If the Developer and/or Contractor shall fail to do so within such 60-day time period (or if the public safety sooner requires the remedied work to be done and the Developer/Contractor are not able to timely do so), then the Village may cause such defect(s) to be corrected, and the Developer and Contractor shall be liable to the Village for any costs incurred by the Village in doing so, including any construction, engineering, legal or administrative costs with respect to the said remedial work.

In the case of the asphaltting work for the Public Roads, this Guaranty Period includes the time period between acceptance of the binder course of asphalt and installation and acceptance of the surface course of asphalt. The Guaranty Period, however, shall not in any manner limit, change or amend any applicable statutes of limitation regarding the Public Improvements. The Village shall utilize any or all retained Security during the Guaranty Period toward the costs of any necessary repairs of the Public Improvements if Developer does not directly or adequately perform, after notice, its repair and maintenance responsibilities under this Agreement. The Parties recognize that the Guaranty Period lasts longer than 14 months and if the Developer does not directly or adequately perform, after notice, its repair and maintenance

responsibilities under this Agreement and the Village takes action to perform the repair and maintenance, the Developer shall reimburse the Village for costs incurred in doing so within thirty (30) days of written notice of such costs. If Developer fails to reimburse the Village for such costs, including but not limited to actual attorney's fees and costs, engineering fees and costs, and administrative costs, in addition to any other remedies the Village may have, the Village shall be entitled to specially assess its costs against the Property in accordance with Section 25 of this Agreement.

(c) **General Inspections**. The Public Improvements shall be inspected by the Village's Engineering Department, or the Village's consulting engineers, and all costs of such inspections shall be paid for by Developer. The Contractor shall provide to the Village its work schedule for Public Improvements prior to any work being undertaken, such schedule shall (i) specify the times, dates, and type of work to be performed, and (ii) have a format and content satisfactory to the Village's Engineering Department. Developer and Contractor understand that it is the intent of the Village to have one or more inspectors presents as needed while the work on the Public Improvements is being performed. The designated inspectors at the construction site shall have the full right and authority to stop work on the Property project whenever they believe that any such work or materials are not in compliance with the approved Plans and Specification, and in such event the Contractor shall then immediately cure any such failure of compliance before proceeding with any other work. Notwithstanding the foregoing right and authority granted to the Village's inspectors (to stop the work in the event of a failure of compliance with the approved Plans and Specifications), the parties to this Agreement expressly understand and agree that, as between the parties to this Agreement, the Contractor and/or Developer shall be the sole parties responsible for (i) all safety measures required for the work, and (ii) the direction of

all laborers and personnel doing the work (except for the inspector(s) hired by Village), and (iii) all means and methods required to do the work.

9. **Street Markings and Signage.** The Developer shall be responsible for the costs of procuring and installing all pavement markings and street signage within or adjacent to the Property. Pavement markings, if any, may include stop lines at intersections, striping for right turn lanes, and any other pavement markings required by the Village's Engineering Department. Signage shall include all stop signs, street signs and other signs required by the Village's Engineering Department. The street sign and pavement marking plan, which shall be created by the Village's Engineering Department, is incorporated by reference. The Developer authorizes the Village to have the necessary Public Roads markings and signs installed and shall reimburse the Village on a time and material basis.

10. **Sale of Lots.** Developer or its successors in title shall not sell, convey or transfer any land abutting upon a street or portion thereof dedicated until the following have occurred: (1) this Agreement is executed and recorded; (2) all Security has been deposited with the Village (by such time as is herein provided); (3) the Sewer & Water Utilities have been installed and accepted by the Village & Utility District; and (4) all Public Roads have been constructed in accordance with the terms of the Village's subdivision Ordinance, the Village standards for construction of streets and highways, other applicable Village Ordinances, and this Agreement.

11. **Sewer and Water.** For the parcel to be buildable for a single-family home the parcel shall be serviced with public sewer and water service by the Village's Utility Districts. All fees applicable to the connection and service of the Property to the public sewer and water systems

shall be borne by Developer or individual lot owners, and any use of such systems shall be subject to all applicable use restrictions.

12. **Reimbursement of Costs.** The Developer acknowledges and agrees that it is solely responsible for all costs related to the installation of Public Improvements. In addition, the Developer agrees to reimburse the Village for its costs related to the Property including costs incurred by the Village to review conceptual, preliminary and final plans plat associated with the Property and to review, revise and/or draft any agreements, easements, deed restrictions or other documents associated with the Property. Such costs shall also include the costs of Village's retained engineers, attorneys, inspectors, agents, and subcontractors. Developer understands that legal, engineering, and all other consultants retained by the Village are acting exclusively on behalf of the Village and not Developer. Developer entered into a previous predevelopment agreement with the Village paid to the Village a deposit for such reimbursements. This Section supersedes the predevelopment agreement, and the parties intend that the reimbursement account and process set up by the predevelopment agreement shall continue uninterrupted as needed to cover expenses incurred under this Agreement. If at any time said deposit becomes insufficient to pay expenses incurred by the Village, Developer shall deposit required additional amounts within fifteen (15) days of written demand by the Village. If Developer does not deposit the required amount within the time required, the Village may suspend additional work or review as to the plans and specifications under consideration until the deposit is received. Within sixty (60) days after completion of all construction contemplated under this Agreement, the Village shall furnish Developer with a statement of all such costs incurred by it with respect to such Property. Any excess funds shall be remitted to Developer, and any costs in excess of such deposit shall be paid

by Developer upon demand. Any interest earned on said deposit shall remain the property of the Village to partially offset administrative expenses associated with planning and development.

13. **Utilities and Utility Laterals.** Developer is responsible for all costs associated with all private utilities servicing the Property including, without limitation, the cost of underground installation of cables, wires, pipes, laterals, etc. for electric, gas, telephone, and cable television services, if any. Developer shall fully restore, at its expense, any Village right-of-way that has been disturbed due to its installation of utilities, lighting or landscaping. The Village shall not take ownership of any utility laterals outside of the Right of Way.

14. **As-Built Plans.** Upon written acceptance of all improvements by the Village, the Developer's engineer, at the Developer's expense, shall provide to the Village one complete set of as-built plans and profile sheets. In addition, the Developer's Engineer, at the Developers expense, shall prepare and provide to the Village one complete set of plans, two sets of prints indicating actual constructed locations and elevations, and one set of electronic drawings (PDF) and associated files compatible with a computer-aided design (CAD) system maintained by the Village. The as-built plans shall be prepared by modification of the construction drawings to reflect as-built data for streets, site grading, and all other relevant public improvements. Changes to base and other maps and official drawings not provided by the Developer's as-built drawings, but necessitated by actions of the Developer, shall be reimbursed to the Village by the Developer whether or not such items are enumerated in this Agreement.

15. **Building Permits and Lot Construction.** Until the Public Improvements provided herein to be installed to service the Property have been installed to the reasonable satisfaction of the Village Engineering Department, no building permits shall issue as to lots in the Property; provided, however, that building permits may issue as to lots fronting on streets within

the Property if the binder course for the streets has been installed and accepted by the Village. It is anticipated that the paving will not be completed until 2023. The Developer shall be responsible for plowing of the snow through winter months on the Village's rights-of-way that are unpaved. Construction activities related to improvements upon any lot shall not spill over onto other Property. Finished yard grades and grading plans must be approved by the Village Engineering Department before construction may commence and the lot owner shall be responsible for the costs of any review at the time of building permit review.

16. **Laws To Be Observed.** The Developer and Contractor shall at all times observe and comply with all federal, state, and local laws, regulations, and Ordinances (collectively, the "Laws") which are in effect, or which may be placed in effect and impact the conduct of the work to be accomplished under this Agreement to construct the Public Improvements and Private Improvements, inclusive of repairs, replacements, and alterations (**the "Work"**). The Developer and Contractor shall indemnify and hold harmless the Village and its agents, officers and employees, against any claims or liability directly arising from or based on the violation of any such Laws by the Developer or its principals, agents, employees or contractors, except to the extent that such claims or liability arise by virtue of the negligence or willful misconduct of the Village and any of its agents, contractors, officers or employees. The Developer and Contractor shall procure all permits and licenses and pay all charges and fees and give all notices necessary and incident to the lawful prosecution of the Work to be completed under this Agreement.

17. **Public Protection and Safety.** The Village shall not be responsible for any damage, bodily injury or death arising out of the Work whether from maintaining an "attractive nuisance" or otherwise, except as caused by the negligence or willful misconduct of the Village or any of its agents, contractors, officers or employees. Where apparent or potential hazards actually

known by the Developer and Contractor that occur incident to the conduct of the Work, the Developer and Contractor shall provide reasonable safeguards. Developer shall, however, still be solely responsible for the means and the methods used for the construction of the Work. The Village, Developer and Contractor do not waive, and shall retain, all defenses to third party claims pursuant to applicable law.

18. **Survey Monuments.** The Developer and Contractor shall exercise all reasonable efforts to assure that all survey or other monuments required by Statute or Ordinance will be properly placed and installed. Any monuments disturbed during construction of improvements shall be restored by Developer and Contractor.

19. **Drain Tile.** Any drain tile or other drainage structure or appurtenance damaged during construction shall be repaired and restored to its condition prior to such construction, or rerouted or replaced, if necessary, by Developer and Contractor in the reasonable opinion of the Village Engineering Department, and provide a permanent record of such work to the Village.

20. **Erosion Control.** During the course of the development of the Property, the Developer shall be responsible to ensure that reasonable steps are taken to prevent erosion from the parcel and the siltation therefrom being carried into streets rights-of-way, street-side ditches, drainage ditches, easements, culverts, drains, waterways, lakes, and streams. To prevent such erosion and siltation the Developer shall conform to the practices as set forth in the erosion control plan located in the Construction Plans and all Construction Site Storm Water Permits issued by the Department of Natural Resources. In the event of any such erosion or siltation, the Developer and Contractor shall be responsible for removing all such siltation from and restoring all such rights-of-way, ditches, easements, culverts, drains, waterways, lakes and streams. All such compliance and work hereunder shall be done without cost to the Village. The Developer shall be

responsible for ensuring that its contractors utilize construction means and methods that minimize, to the extent possible, nuisance-type impacts to the surrounding landowners. Prior to the start of construction, the Developer shall obtain a land disturbance permit from the Village.

21. **Personal Liability of Public Officials.** In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the Village officers, agents or employees, it being understood and agreed that in such matters they act as agents and representatives of the Village.

22. **Indemnification/Hold Harmless Agreement.** The Developer hereby does, jointly and severally, expressly agree to indemnify and hold the Village and its respective elected and appointed officers, employees, engineers and agents harmless from and against all claims, judgments, damages, costs, expenses and liability of every kind and nature, including but not limited to any reasonable actual fees for attorneys and experts retained by the Village in conjunction with this Agreement, for any injury or damage received or sustained by any person or entity in connection with, on account of, or in any way relating to the Property, Construction Project including Developer's performance of work relating thereto, or this Agreement and any other liability of any nature whatsoever, that may arise, directly or indirectly as a result of:

- a) The Village entering into this Agreement; and/or
- b) The Developer and Contractor undertaking and doing the Construction Project(s);
and/or
- c) The Developer and/or Contractor failing to comply with the terms and provisions of this Agreement and/or the Development Agreement.

Such indemnification, however, shall not apply to any intentional torts and/or acts of negligence on the part of the releases and shall not apply to injury or damage arising, in whole

or in part, due to negligence or willful misconduct of the Village, or any of their agents, contractors, officers or employees. The Developer further agrees to aid and defend the Village or its agents (at no cost to the Village or its agents) in the event they are named as a defendant in an action concerning or relating in any way to the Property or this Agreement, unless said suit is brought by the Developer or due to negligence or willful misconduct of the Village, or any of their agents, contractors, officers, or employees. The Developer and Contractor are not agents or employees of the Village. All work or obligations to be performed by the Developer and Contractor pursuant to the terms of this Agreement shall be done in accordance with (i) all applicable state, federal and local laws, rules, ordinances and regulations; and (ii) the terms and provision of this Agreement.

23. **Indemnification for Environmental Contamination.** The Developer and Contractor, as applicable, shall indemnify, defend, and hold the Village, and its respective elected and appointed officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including actual fees for attorneys and consultants) that arise as a result of the presence in or on property owned by the Village or any Village right-of-way (“Village Parcels”) of any toxic or hazardous substances in excess of the minimum levels allowed by applicable law (collectively, the “Substance”) arising from any activity conducted by the Developer, Contractor, or any third parties, or by the Developer’s respective employees, agents or contractors, except as to injury or damage arising, in whole or in part, due to negligence or willful misconduct of the Village, or any of their agents, contractors, officers, or employees. Without limiting the generality of the foregoing, this indemnification shall specifically include any costs incurred by the Village in connection with any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence of the Substances on or in the Village

Parcels, whether in the soil, groundwater or air unless its due to the Village's willful neglect or misconduct.

The Village agrees that they will immediately deliver written notice to the Developer and Contractor of the Village's discovery of the Substances in or on the Village Parcels. Following delivery to the Developer and Contractor of written notice of the Village's claim as required under this Section, the Village shall make all reasonable accommodations to allow the Developer and Contractor to examine the Village Parcels and conduct such clean-up operations as may be required by appropriate local, state, or federal agencies to comply with applicable laws.

In the event the Developer and Contractor is obligated to indemnify the Village against claims arising under this Section, Developer and Contractor shall take all necessary steps to ensure that the Village receive written confirmation from the appropriate governmental authority of the satisfactory completion of the required remediation, removal or restoration work including, without limitation, a no further action letter, final case closure letter or confirmation that the presence of such toxic or hazardous substances affecting the Village Parcels migrated from an offsite source (the "Closure Documents"). The Closure Documents may be predicated upon any contingency or restriction approved by the appropriate governmental authority for groundwater or any use or as a deed restriction or registration in any registry including, without limitation, the GIS Registry. Developer and Contractor shall be responsible for any continuing obligation imposed by any appropriate governmental authority as a continuing indemnity for the Village.

24. **Insurance Requirements.**

(a) **General:** The Developer and Contractor shall obtain insurance reasonably acceptable to the Village as required under this section and such insurance which shall, by specific

endorsement to said policy, name the Village, on a primary and non-contributory basis, as an additional insured or loss payee as the Village shall direct. The Developer and Contractor shall maintain all required insurance under this section until the Village has accepted dedication of all Public Improvements and for the duration of the Guaranty Period. Insurance required under this Agreement shall be carried with an insurer authorized to do business in Wisconsin by the Wisconsin State Insurance Department. The Village reserves the right to reasonably disapprove any insurance company.

(b) **Certificates of Insurance**: Where the Village does not specify other limits for liability insurance, the minimum limits of liability shall be as follows:

Employer's Liability	\$100,000.00 per occurrence
Comprehensive Motor Vehicle Liability,	\$1,500,000.00 per Bodily Injury Accident & Property Damage Combined
Comprehensive General Liability Bodily Injury	\$1,500,000.00 per accident; \$2,000,000 per project General Aggregate
Property Damage Combined	\$1,000,000.00 aggregate; \$2,000,000 per project General Aggregate
Worker's Compensation	Statutory Limits
Builder's Risk (as deemed applicable by Village)	All Risk Type; Total Value of Project
Installation Floater	All Risk Type; Total Value of Project
Umbrella	\$2,000,000 aggregate

The Developer and Contractor may furnish coverage for bodily injury and property damage for Comprehensive Motor Vehicle Liability and Comprehensive General Liability through the use of primary liability policies or in a combination with an umbrella excess third party liability.

(c) **Owner's Protective Liability (Independent Contractor Insurance).**

The liability limits shall be the same as those of the Comprehensive General Liability Policy.

25. **Special Assessments.** Developer agrees, for itself and its successors in interest in the Property, that the Property is specially benefitted by this Agreement and by the Public Improvements provided for by this Agreement. If Developer defaults on any obligations under this Agreement, including but not limited to any financial obligation, Developer agrees, for itself and its successors in interest in the Property, that, in addition to any other remedy at law or in equity that the Village may pursue, the Village shall be entitled to specially assess all its costs relating to such default against the Property, pro rata based on acreage, without need of any procedures that are otherwise required by state statute or Village ordinance before a special assessment may be imposed. Developer, for itself and its successors in interest in the Property, hereby waives any and all right to any hearings and to challenge any such special assessment.

26. **Miscellaneous Provisions.**

a. **Incorporation of Attachments.** All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

b. **Non-waiver of Approvals.** Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of the Developer to obtain all necessary approvals, licenses, and permits from the Village in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the Village to approve or disapprove any plans and specifications, or any part thereof, or to impose reasonable limitations, restrictions, and requirements on the Property, construction, and use of the Property as a condition of any such approval, license, or permit, including without limitation, requiring any and all other and further

development and similar agreements. The Village will act diligently to review all necessary approvals, licenses, and permits duly requested by the Developer.

c. **Compliance with Laws.** The Property construction shall be undertaken and done in full compliance with:

- i. The terms and provisions of this Development Agreement
- ii. All applicable governmental laws, rules, regulations, statutes and ordinances; and
- iii. All directives, rules and regulations of the Village, and its officers, employees and agents; and
- iv. All drawings, plans, specifications, or diagrams required by and approved by the Village.

d. **Time of the Essence.** Time is deemed to be of the essence with regard to all dates and time periods set forth herein and incorporated herein.

e. **Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

f. **Entire Agreement.** This Agreement and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the Village with respect to the matters set forth herein. This Agreement may be modified only in writing signed by all Parties.

g. **Venue and Law Applicable.** This Agreement shall be governed, controlled, interpreted and construed in accordance with the internal laws of the State of Wisconsin. The venue of any legal action arising under and/or pertaining to this Agreement shall solely and exclusively be Racine County Circuit Court in Racine, Wisconsin.

h. **Originals and Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

i. **Amendments to Agreement.** This Agreement shall not be amended orally but only by the written agreement of the Parties signed by the appropriate representatives of each Party and with the actual authority of each Party.

j. **Agreement Runs with the Land.** This Agreement shall be binding upon the Developer, and its successors in title or assigns, and the provisions hereof shall be covenants running with the land and shall be binding upon the present owners and all subsequent owners of the Property or any portion thereof. This Agreement shall be recorded with the Racine County Register of Deeds. The sale of any lot or parcel within the Property shall not relieve any owners of their continuing liability hereunder except as provided herein.

k. **Notices.** All notices permitted or required by this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended or a successor designated by a party to this Agreement, or upon facsimile transmission to the fax numbers set forth herein or a successor number or numbers designated by the party, or one business day after deposit with a nationally recognized overnight commercial courier service, air bill prepaid, or forty-eight (48) hours after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows, or a successor party or address, or both:

To Developer: Donald I & Jane E. Christensen
4431 Northwestern Avenue
Racine, WI 53405

To the Village: Village Clerk
Village of Caledonia
5043 Chester Lane
Racine, WI 53402

Fax: (262) 835-2388
and to,

Village Engineer
Village of Caledonia
5043 Chester Lane
Racine, WI 53402
Fax: (262) 835-2388

To the Contractor:

A.W. Oakes & Son Inc
2000 Oakes Road
Racine, WI 53406

l. **Successors and Assignment.** This Agreement is binding upon and enforceable against the Parties' respective successors and permitted assigns. The Village may assign its interest in this Agreement to any successor entity or entities, including any municipality or municipalities established under Wisconsin law with jurisdiction over part or all of the area now occupied by the Village. The Developer and Contractor may not assign its interest in this Agreement without the express written approval of the Village.

m. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall be binding on all parties.

n. **Subordination.** The Mortgagee joins in this Agreement for the sole purpose of agreeing that in the event of the foreclosure of its mortgage interest in the lands of the Property, this Agreement shall survive such foreclosure and the lands in the Property shall remain subject to this Agreement.

o. **The Contractor.** A.W. Oakes & Son Inc. is the general contractor for construction of the Development, being hired and retained by Developer to construct the Public

Improvements. A.W. Oakes & Son Inc., however, as the general contractor, shall be responsible and obligated to the Village to perform all of the duties imposed upon the "Contractor" under this Agreement.

p. **Force Majeure.** For purposes of this Agreement, the term "Force Majeure" means events or circumstances beyond a Party's reasonable control, including, without limitation, "acts of God," fire, flood, other natural calamities, accidents, unusual delays in deliveries, unavoidable casualties, labor disputes, strikes, lockouts or picketing (legal or illegal), wars, riots, acts of terrorism, changes in or unexpected interpretations of applicable statutes, laws, ordinances or regulations, adverse weather conditions, condemnation or other actions of governmental authorities or utility companies or shortages of labor, fuel, power or materials.

q. **Use of Further Subcontractor.** In the event Contractor elects to use a further Subcontractor(s) to do part and/or all of the construction, then:

- i. Such further Subcontractor must be pre-approved by the Developer; and
- ii. Such further Subcontractor must be pre-approved and pre-qualified by the Village, which approval shall not be unreasonably withheld, conditioned, or delayed; and
- iii. Such further Subcontractor shall agree to perform all of the duties and obligations imposed upon the Contractor in this Agreement relative to that portion of duties and obligations of the work they are taking over; and
- iv. The general contractor shall still remain a party to this Agreement, and still be responsible for fully performing all of the duties and obligations imposed upon any subcontractor(s) under this Agreement.

r. **Legal Action.** In addition to the provisions set forth in this Agreement, the Village may take any and all other appropriate action at law or equity to enforce compliance with the provisions of this or any other agreement it may have with the Developer and Contractor pertaining to this project, and in the event of a legal action in which the final determination is in favor of the Village, the Village shall be entitled to collect from the Developer and Contractor statutory costs and disbursements, plus its actual attorneys' fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the day and year set forth below.

DEVELOPERS

Donald I. and Jane E. Christensen

By: *Donald I. Christensen*
Donald I. Christensen

By: *Jane E. Christensen*
Jane E. Christensen

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this 01 day of November 2022, Donald I. Christensen and Jane E. Christensen to me known to be the person who executed the foregoing instrument and acknowledged the same as the act and deed of said persons.

CYNTHIA J. VISOCKY
Notary Public
State of Wisconsin

Cynthia J. Visocky
Notary Public, Racine County, WI
Print Name: Cynthia Visocky
My commission: March 02, 2024

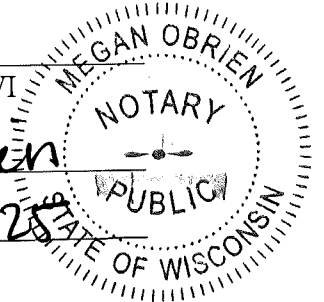
VILLAGE OF CALEDONIA

By: Lee Wishau
Lee Wishau
Acting Village President

Attest: Joslyn M. Hoeffert
Joslyn M. Hoeffert
Village Clerk

Personally came before me this 21 day of NOVEMBER, 2022, Lee Wishau and Joslyn M. Hoeffert, Acting Village President and Village Clerk of the Village of Caledonia, to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said Village.

Megan O'Brien
Notary Public, Racine County, WI
Name: Megan O'Brien
My Commission: 7/12/2025



CONTRACTOR

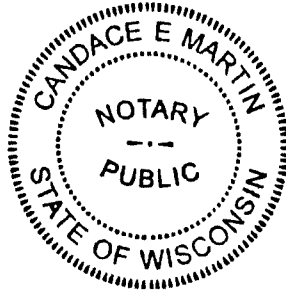
A.W. Oakes & Son Inc.

By: [Signature]
President

Attest: [Signature]
Secretary



Personally came before me this 3rd day of November, 2022, Max U.T.G. and [Signature] President and Secretary of the A.W. Oakes & Son Inc. to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said corporation.



[Signature]
Notary Public, Racine County, WI

Name: Candace E. Martin

My Commission: 8/19/26

EXHIBITS:

- Exhibit A: Legal Description of Property
- Exhibit B: Cash Deposit / Security
- Exhibit C: Approved Construction Plans

770272.001 (923)

EXHIBIT A

That part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 4 North, Range 23 East, described as follows: Begin at a point 628 feet North of the Southeast corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence West parallel to the South line of said Section 31, 740 feet to the place of beginning; thence West parallel to the South line of said Section 31, 40 feet; thence North parallel to the East line of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, 33 feet; thence West parallel to the South line of said Section, 66 feet; thence South parallel to the East line of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, 4.59 feet; thence North $31^{\circ} 42' 11''$ West 125.18 feet; thence East parallel to the South line of said Section, 169 feet; thence South parallel to the East line of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, 137 feet to the place of beginning. Said land being in the Town of Caledonia, Racine County, State of Wisconsin.

Village

ROAD ESTABLISHED

Exhibit B

Buckley Road Extension

Road Extension Work including Laterals	\$ 45,441.00
Total	\$ 45,441.00
120% of Total	\$ 54,529.20

After acceptance of all public improvements and during the guaranty period after installation of the binder course of asphalt it is anticipated that the cash deposit will be reduced to \$4,544.10 (representing 10% of the cost of the Public Improvements)

Paving Work			
Binder	65 tons	\$ 101.75	\$ 6,613.43
Surface	25 tons	\$ 91.25	\$ 2,281.13
Subgrade Prep	250 SY	\$ 2.47	\$ 616.88
Shouldering			\$ 2,000.00
Inspections			\$ 1,500.00
Year 2 Improvements			\$ 13,011.43
110% of Total			\$ 14,312.57
TOTAL CASH DEPOSIT			\$ 68,841.77



Nilsen Madsen & Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd., Suite 200, Racine, WI, 53406
Tel: (262) 634-5588 Website: ww.wmbasc.net

BUCKLEY ROAD EXTENSION CONSTRUCTION PLANS

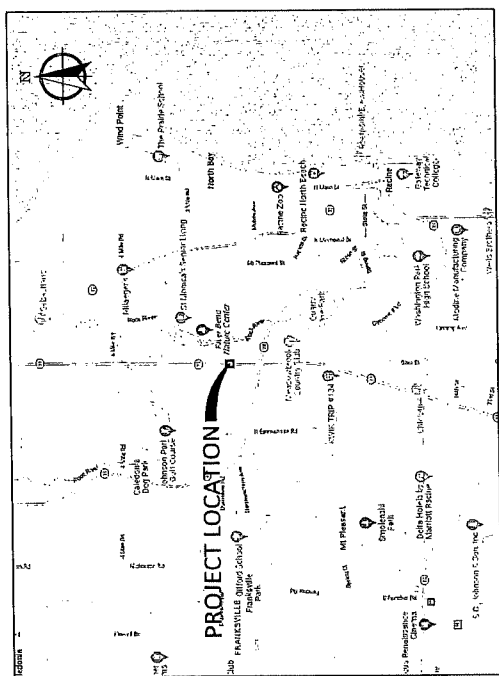
FOR
DONALD AND JANE CHRISTENSEN
VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

ISSUE FOR APPROVAL: 10-6-2022

NO.	REVISED	DATE

2022.0172.01
SHEET
C-1

CONSTRUCTION PLANS for **BUCKLEY ROAD EXTENSION** for **DONALD AND JANE CHRISTENSEN** Village of Caledonia, Racine County, Wisconsin



SHEET INDEX

Plan Sheet	
TITLE SHEET	C1
EXISTING CONDITIONS MAP	C2
DEMOLITION SITE PLAN	C3
SITE DEMOLITION PLAN	C4
SITE GRADING & EROSION CONTROL PLAN	C5
MASTERS UTILITY PLAN	C6
ROAD PLAN & PROFILE	C7
TYPICAL SECTIONS & CONSTRUCTION DETAILS	C8 & C9

CLIENT

DONALD AND JANE CHRISTENSEN
4433 WOODLAWN AVENUE
MILWAUKEE, WI 53220

GOVERNING AGENCY CONTACTS

VILLAGE OF CALEDONIA
DONALD AND JANE CHRISTENSEN
DEVELOPMENT DIRECTOR
OFFICE: 262-853-6445
EMAIL: ddchrist@caledonia-wi.gov
TODD BUNDGAARD, P.E.
ENGINEER
OFFICE: 262-853-6416
EMAIL: tbundga@caledonia-wi.gov
RYAN SOMMERT, P.E.
ENGINEER
OFFICE: 262-853-6400
EMAIL: rsommert@caledonia-wi.gov

PUBLIC UTILITY CONTACTS

AT&T
MIKE TORPE
OFFICE: 262-946-9949
EMAIL: mtorpe@att.net

WECHONK
ALLE WALKER
KENDRA SCOTT
OFFICE: 262-333-3227
EMAIL: alle_miller@wechonk.com

TOP TELECOM
TIM MCGLIST
OFFICE: 877-483-7142

NATURAL GAS EMERGENCY:
(800) 261-5335

ELECTRICAL EMERGENCY:
(800) 562-4397

SPECTRUM
ROBERT TUNATA
UTILITY COORDINATOR
CELL: 644-758-6588
EMAIL: tunata@charter.net



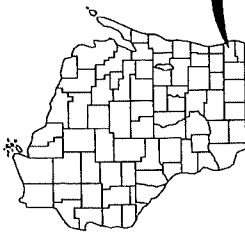
10-6-2022
M. R. Madsen

BENCH MARKS

- 1. 1.500 FEET
- 7. 5 FEET OF SOUTHWEST CORNER OF BUILT LOCATED AT ELEVATION 845.00

UTILITY NOTE

THESE UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE. ORIGINATING CONTRACTORS ARE RESPONSIBLE FOR VERIFYING THE LOCATION, DEPTH, AND TYPE OF ALL UTILITIES. THIS DATA IS NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. CONTRACTOR SHALL DO ALL NECESSARY FIELD SURVEYING TO VERIFY UTILITIES.



RACINE

LEGEND

Description	Existing	Proposed
EDGE OF WOODS	[Symbol]	[Symbol]
DECEADENT TREE	[Symbol]	[Symbol]
DECEADENT TREE REMOVAL	[Symbol]	[Symbol]
CONSPICUOUS TREE	[Symbol]	[Symbol]
CONSPICUOUS TREE REMOVAL	[Symbol]	[Symbol]
BUSH	[Symbol]	[Symbol]
SOIL BORING	[Symbol]	[Symbol]
CONCRETE BOX	[Symbol]	[Symbol]
CUT WIRE	[Symbol]	[Symbol]
UTILITY POLE	[Symbol]	[Symbol]
WATER VALVE	[Symbol]	[Symbol]
GAS METER	[Symbol]	[Symbol]
WATER MAIN	[Symbol]	[Symbol]
SEPTIC VOT	[Symbol]	[Symbol]
ELECTRIC MANSOLE	[Symbol]	[Symbol]
COMMUNICATION MANSOLE	[Symbol]	[Symbol]
WATER MANSOLE	[Symbol]	[Symbol]
HVAC UNIT	[Symbol]	[Symbol]
UNDERGROUND VALET	[Symbol]	[Symbol]
SECTION CORNER	[Symbol]	[Symbol]
MARK BOX	[Symbol]	[Symbol]
GLAND POST	[Symbol]	[Symbol]
STREET SIGN	[Symbol]	[Symbol]
ELECTRIC FEDERAL	[Symbol]	[Symbol]
ELECTRIC METER	[Symbol]	[Symbol]
ELECTRIC UTILITY	[Symbol]	[Symbol]
PAID MOUNT TRANSDUCER	[Symbol]	[Symbol]
ROUND IRON PIPE	[Symbol]	[Symbol]
SETIRON PIPE	[Symbol]	[Symbol]
DIV WELL	[Symbol]	[Symbol]

ABBREVIATIONS

BL	BASE LINE	EL	ELEVATION
BY	CONCRETE	GL	GROUND LEVEL
CG	COURT YARD	MT	MANHOLE
CL	CONCRETE	MT	MATERIAL
CP	CATCH BASIN	PK	POINT OF BEGINNING
EP	EDGE OF PARCELS	PK	POINT OF CURVATURE
FE	FINISHED GRADE	PK	POINT OF VERTICAL INTERSECTION
FL	FINISHED GRADE	PK	POINT OF VERTICAL INTERSECTION
FL	FINISHED GRADE	PK	POINT OF VERTICAL INTERSECTION
FL	FINISHED GRADE	PK	POINT OF VERTICAL INTERSECTION
FL	FINISHED GRADE	PK	POINT OF VERTICAL INTERSECTION
FL	FINISHED GRADE	PK	POINT OF VERTICAL INTERSECTION
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FL	FINISHED GRADE	PK	POINT OF VERTICAL INTERSECTION
FL	FINISHED GRADE	PK	POINT OF VERTICAL INTERSECTION
FL	FINISHED GRADE	PK	POINT OF VERTICAL INTERSECTION

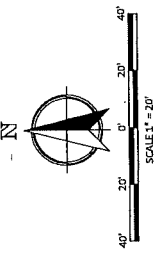
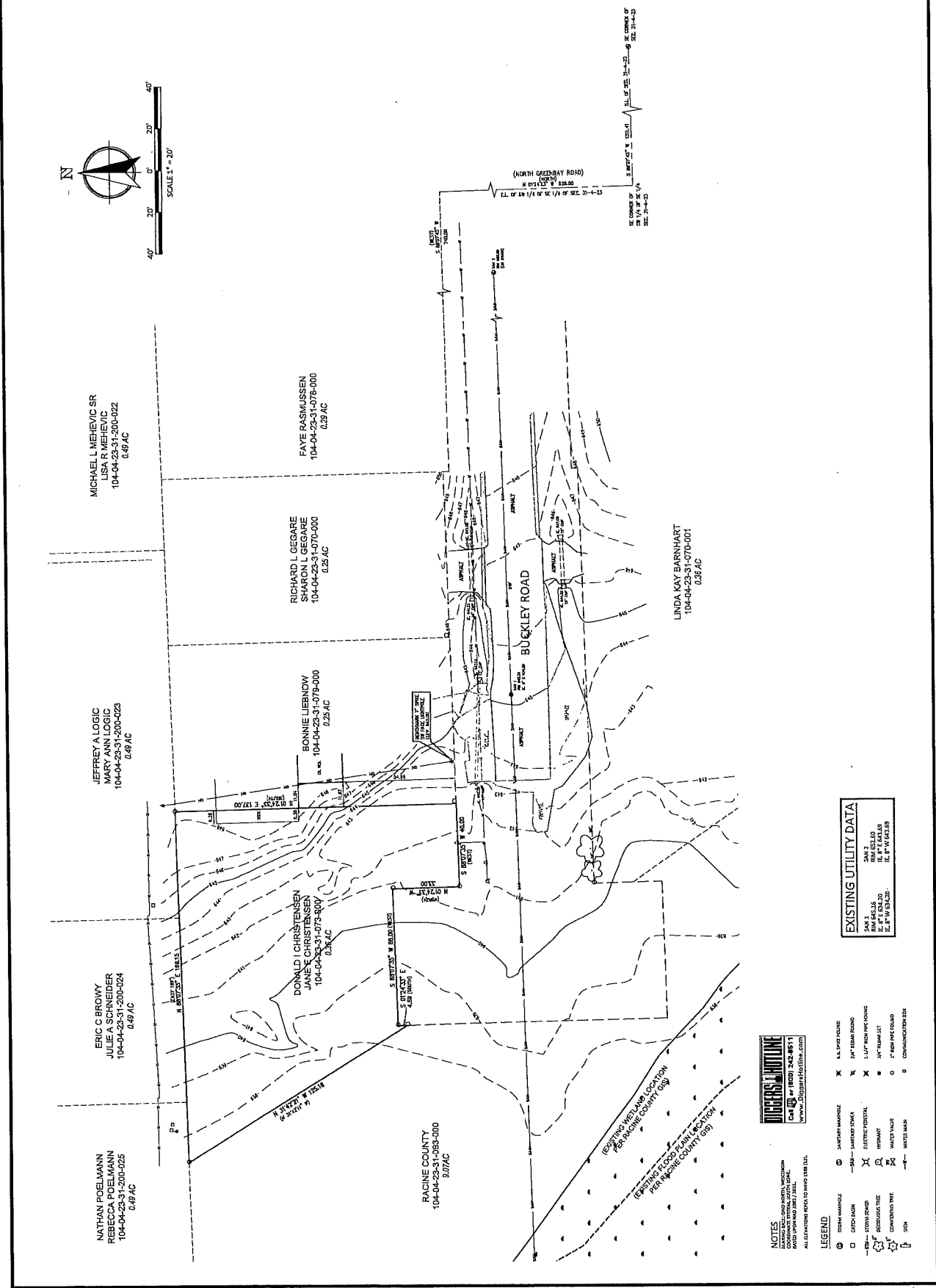
NO.	REVISION	BY	DATE

PROJECT NAME: MHA
 DRAWN BY: JMB
 DATE: 5-30-2022
 CHECKED: JMB
 DATE: 10-23-2022

2022.0172.011
 SHEET
C-2

BUCKLEY ROAD EXTENSION
 EXISTING CONDITIONS MAP
 DONALD AND JANE CHRISTENSEN
 VILLAGE OF CALDONIA, RACINE COUNTY, WISCONSIN

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



MICHAEL L. MEURVIC SR
 LISA S. MEURVIC
 104-04-23-31-200-022
 0.49 AC

FAYE RASMUSSEN
 104-04-23-31-078-000
 0.39 AC

RICHARD L. CEGARE
 SHARON C. CEGARE
 104-04-23-31-070-000
 0.25 AC

BONNIE LEBNOW
 104-04-23-31-079-000
 0.25 AC

DONALD I. CHRISTENSEN
 JANE E. CHRISTENSEN
 104-04-23-31-073-000
 0.28 AC

JEFFREY A. LOGIC
 MARY ANN LOGIC
 104-04-23-31-200-023
 0.49 AC

ERIC C. BROWY
 JULIE A. SCHNEIDER
 104-04-23-31-200-024
 0.49 AC

NATHAN POELMANN
 REBECCA POELMANN
 104-04-23-31-200-025
 0.49 AC

RACINE COUNTY
 104-04-23-31-085-000
 3.07 AC

LINDA KAY BARNHART
 104-04-23-31-070-001
 0.38 AC

EXISTING UTILITY DATA

NO.	DESCRIPTION	DEPTH (FT)
1	SEWER	18"
2	WATER	18"
3	ELECTRIC	18"
4	TELEPHONE	18"
5	OTHER	18"



NOTES
 1. ALL DIMENSIONS ARE TO THE CENTER OF THE ROAD.
 2. ALL DIMENSIONS ARE TO THE CENTER OF THE ROAD.
 3. ALL DIMENSIONS ARE TO THE CENTER OF THE ROAD.

LEGEND

Symbol	DESCRIPTION
Circle with dot	EXISTING MANHOLE
Square with dot	EXISTING CURB
Circle with cross	EXISTING TREE
Circle with dot and cross	EXISTING UTILITY
Circle with dot and cross (dashed)	EXISTING UTILITY (PROPOSED)
Circle with dot and cross (dotted)	EXISTING UTILITY (EXISTING)
Circle with dot and cross (dashed and dotted)	EXISTING UTILITY (PROPOSED AND EXISTING)

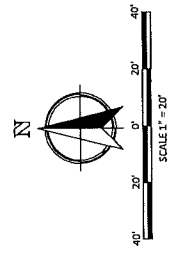


Nielsen Madsen + Barber
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 1458 Horizon Blvd, Suite 200, Racine, WI, 53406
 Tel: (262)634-5588 Website: www.nmbars.net

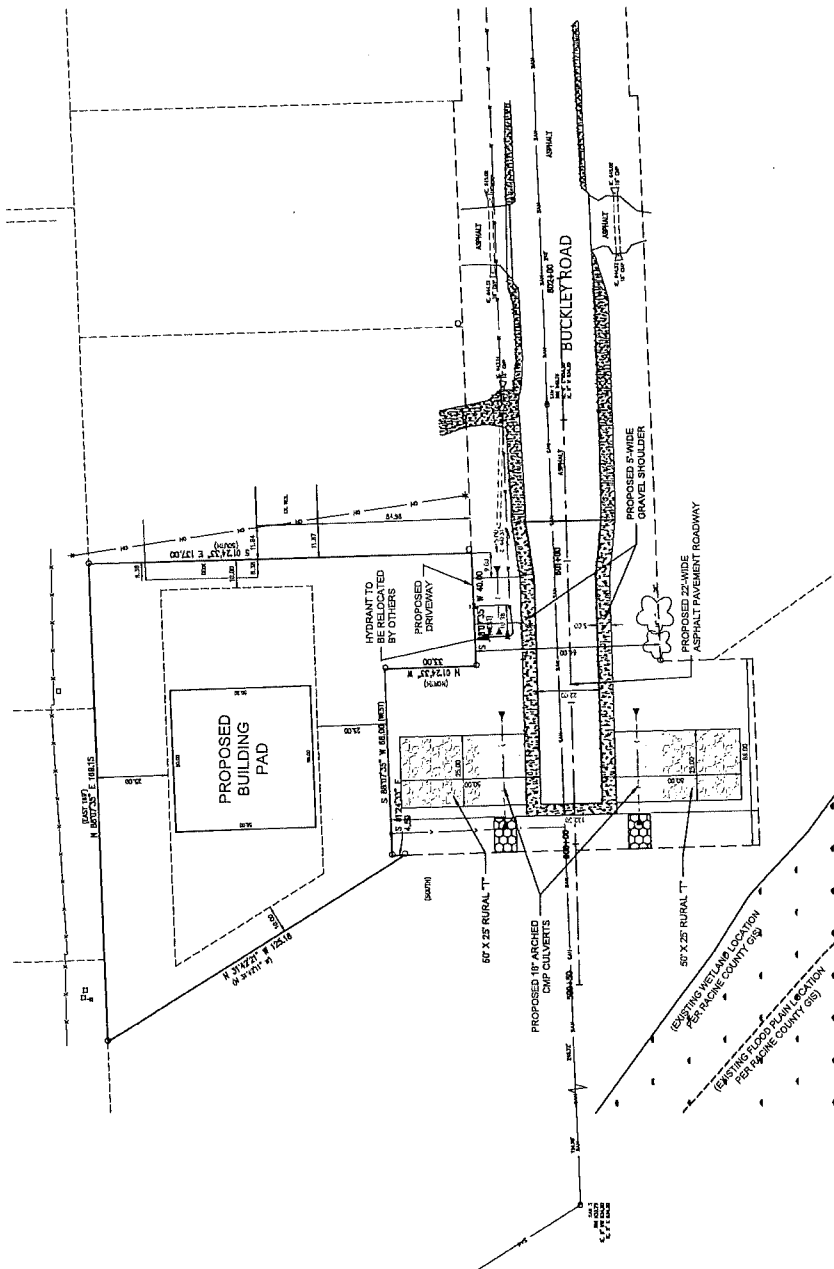
BUCKLEY ROAD EXTENSION
 FOR
 DONALD AND JANE CHRISTENSEN
 VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. NO.: M200
 DRAWN BY: JMB
 DATE: 10-6-2022
 CHECKED BY: JMB
 DATE: 10-6-2022
 2022.0172.101
 SHEET
C-3



- LEGEND**
- PROPOSED ASPHALT PAVEMENT ROADWAY
 - PROPOSED GRAVEL SHOULDER
 - PROPOSED GRAVEL TEMPORARY "T"



UTILITY NOTE
 THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH, AND SIZE OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO ANY CONSTRUCTION.



BUCKLEY ROAD EXTENSION
 MASTER UTILITY PLAN
 FOR
DONALD AND JANE CHRISTENSEN
 VILLAGE OF CALDONIA, RACINE COUNTY, WISCONSIN

PROJ. NO.	MM
DRAWN BY	MM
DATE	9-30-2022
CHECKED BY	MM
DATE	10-13-2022
ISSUE NO.	001
DATE	10-13-2022
REV. NO.	
BY	
DATE	

2022.0172.01
C-6

UTILITY CONSTRUCTION GENERAL NOTES

- ALL UTILITIES AND CONNECTIONS FOR WATER SERVICES MUST BE SUBMITTED AND PAID PRIOR TO CONNECTION TO THE PUBLIC SYSTEMS.
- THE CONTRACTOR SHALL PROVIDE 7 DAYS NOTICE TO THE VILLAGE OF CALDONIA BEFORE COMMENCING CONSTRUCTION ON ANY WATERMAIN IMPROVEMENTS.
- THE CONTRACTOR SHALL CONTACT THE VILLAGE OF CALDONIA 72 HOURS PRIOR TO PROPOSED WATERMAIN SHUTDOWNS OR ANY WORK THAT MAY INTERFERE WITH EXISTING WATER SERVICE. ALL EXISTING VALVES, HYDRANTS, AND OTHER WATERMAIN INFRASTRUCTURE SHALL ONLY BE OPERATED BY THE VILLAGE OF CALDONIA.
- CONTRACTOR SHALL VERIFY ALL ELEVATIONS, LOCATIONS AND SIZES OF EXISTING SANITARY AND STORM SEWERS, WATER MAINS, GAS & ELECTRIC UTILITIES PRIOR TO ANY NEW CONSTRUCTION. AS-BUILT (P/MS) DATA SHALL BE USED TO CHECK ALL PROPOSED UTILITY CROSSINGS FOR CONFLICTS.
- DATA SHALL BE USED TO CHECK ALL PROPOSED UTILITY CROSSINGS FOR CONFLICTS.
- CONTRACTOR SHALL CONTACT DIGGER'S HOTLINE A MINIMUM OF 72 HOURS BEFORE THE START OF ANY CONSTRUCTION TO OBTAIN UTILITY INFORMATION. ALL UTILITIES MUST BE SHOWN ON THE PLANS AND SHOULD BE LOCATED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
- ANY WATER MAINS, SPLIT, TRUNKS, WELLS OR PONDS SHALL BE TREATED FOR SEDIMENT REMOVAL PRIOR TO DISCHARGE OF SITE. PUMPING OPERATIONS SHALL BE IN ACCORDANCE WITH WISCONSIN TECHNICAL STANDARD 3002.1. PUMPING OPERATIONS SHALL BE CONDUCTED IN ACCORDANCE WITH WISCONSIN TECHNICAL STANDARD 3002.1. QUANTITY OF PUMPING SHALL BE SUFFICIENT TO MAINTAIN PROPER FLOW DURING PUMPING OPERATIONS.
- ALL MATERIALS TO BE USED SHALL BE SPECIFIED AND APPROVED BY THE VILLAGE OF CALDONIA. EXCESS MATERIAL SHALL BE PICKED UP BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.

SANITARY SEWER SPECIFICATIONS

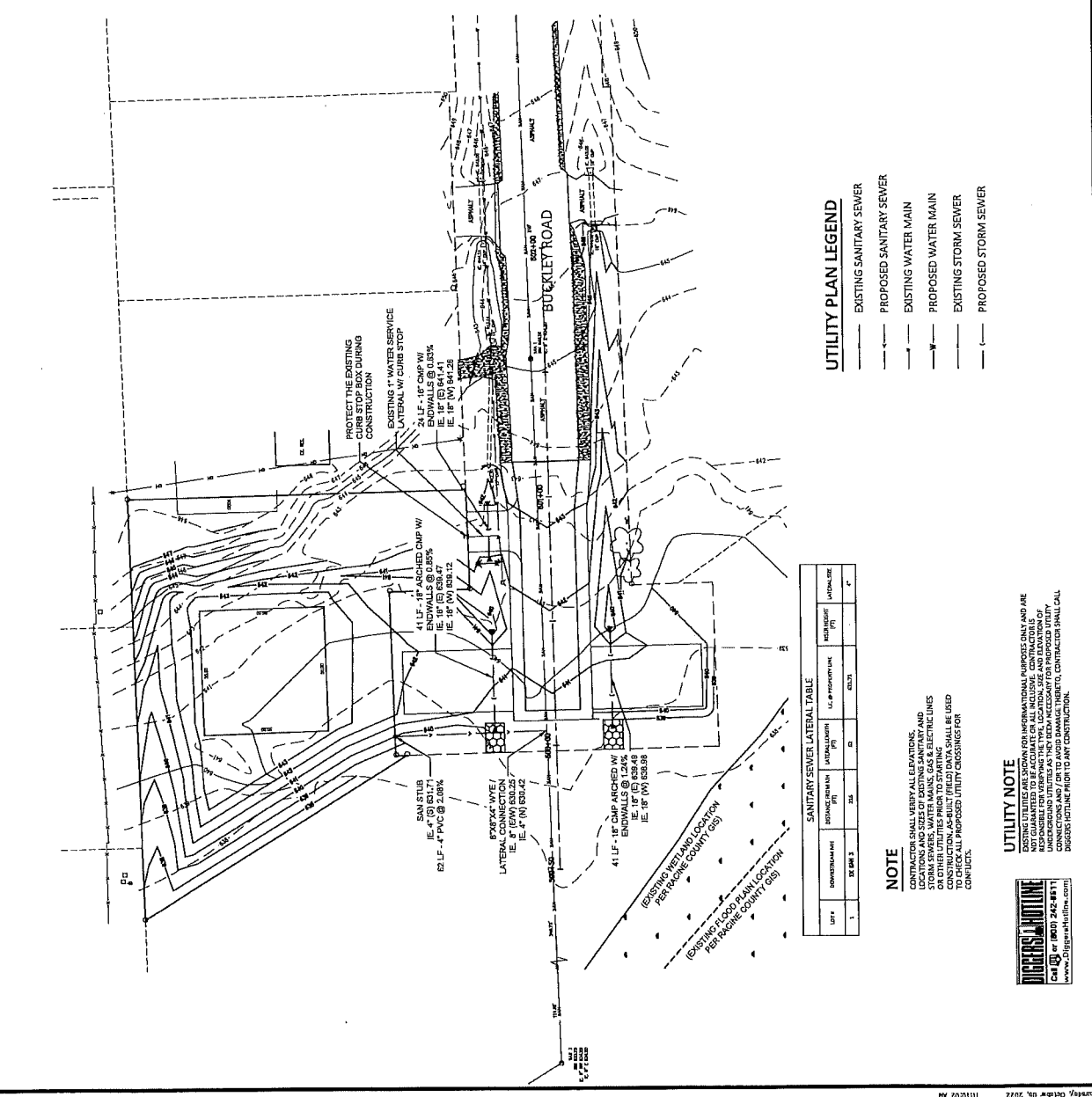
SANITARY SEWER LATERAL PIPE MATERIAL SHALL BE FOUR-INCH (4") PVC CLASS 300-335 WITH INTEGRAL BELL TYPE BELLGASKETS CONFORMING TO THE REQUIREMENTS OF SECTION 905.33.1.2. ALL UTILITY JOINTS SHALL BE MADE BY THE CONTRACTOR AND SHALL BE APPROVED BY THE VILLAGE OF CALDONIA. LATERAL PIPE SHALL BE 18" O.D. (18") DIA. WITH A 1/2" WALL THICKNESS. ALL LATERAL PIPES SHALL BE 18" O.D. (18") DIA. WITH A 1/2" WALL THICKNESS. ALL LATERAL PIPES SHALL BE 18" O.D. (18") DIA. WITH A 1/2" WALL THICKNESS. ALL LATERAL PIPES SHALL BE 18" O.D. (18") DIA. WITH A 1/2" WALL THICKNESS.

STORM SEWER SPECIFICATIONS

STORM SEWER LATERAL PIPE SHALL BE 18" O.D. (18") DIA. WITH A 1/2" WALL THICKNESS. ALL STORM SEWER LATERAL PIPES SHALL BE 18" O.D. (18") DIA. WITH A 1/2" WALL THICKNESS. ALL STORM SEWER LATERAL PIPES SHALL BE 18" O.D. (18") DIA. WITH A 1/2" WALL THICKNESS.

UTILITY PLAN LEGEND

EXISTING SANITARY SEWER	PROPOSED SANITARY SEWER
EXISTING WATER MAIN	PROPOSED WATER MAIN
EXISTING STORM SEWER	PROPOSED STORM SEWER



UTILITY NOTE

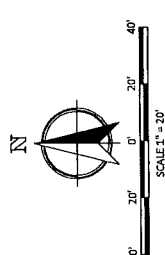
CONTRACTOR SHALL VERIFY ALL ELEVATIONS, LOCATIONS AND SIZES OF EXISTING SANITARY AND STORM SEWERS, WATER MAINS, GAS & ELECTRIC UTILITIES PRIOR TO ANY CONSTRUCTION. AS-BUILT (P/MS) DATA SHALL BE USED TO CHECK ALL PROPOSED UTILITY CROSSINGS FOR CONFLICTS.

EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT TO BE USED FOR ANYTHING OTHER THAN THE LOCATION, SIZE AND ELEVATION OF EXISTING UTILITIES. CONTRACTOR SHALL VERIFY ALL INFORMATION BEFORE ANY CONSTRUCTION. CONTRACTOR SHALL CALL DIGGER'S HOTLINE PRIOR TO ANY CONSTRUCTION.

DIGGER'S HOTLINE
 1-800-368-3476
 www.DiggerHotline.com

SANITARY SEWER LATERAL TABLE

NO.	DESCRIPTION	TYPE	LENGTH (FT)	START ELEVATION	END ELEVATION	INVERT ELEVATION (FT)
1	18" O.D. (18") DIA. WITH A 1/2" WALL THICKNESS	41 LF - 18" CMP	41	833.48	833.12	833.12
2	18" O.D. (18") DIA. WITH A 1/2" WALL THICKNESS	41 LF - 18" CMP	41	833.12	833.12	833.12



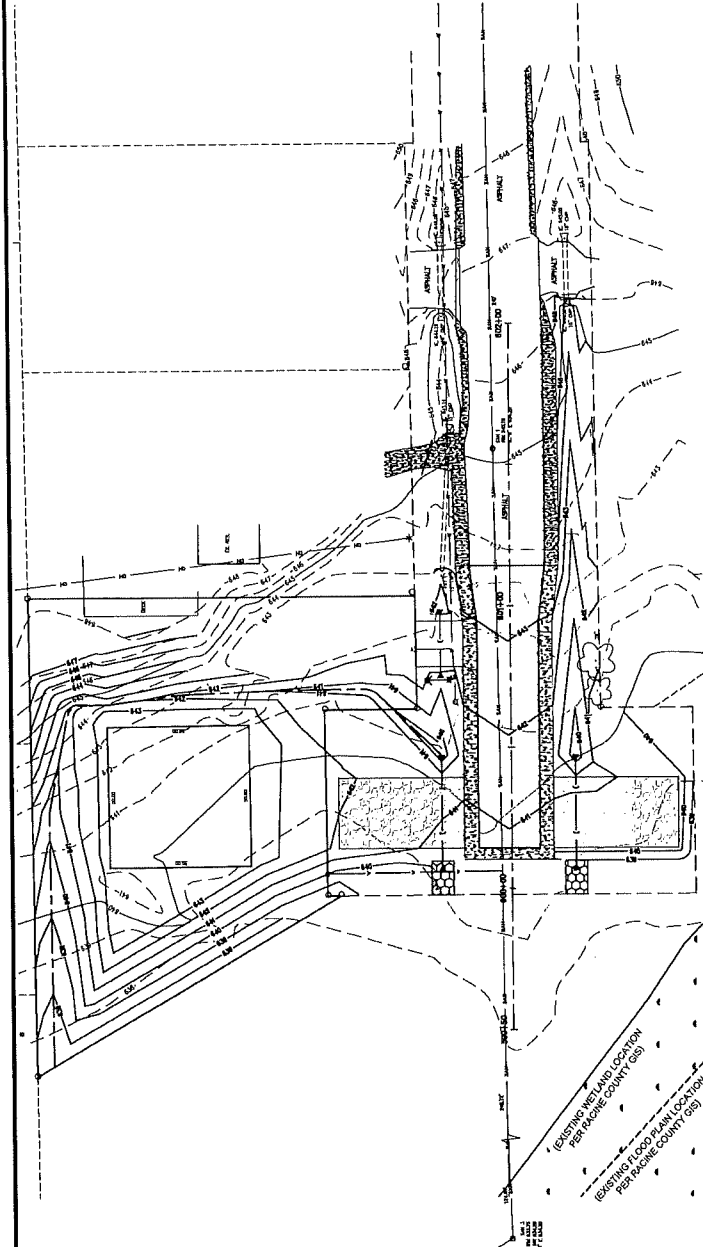
- LEGEND**
- 60 — EXISTING CONTOURS
 - 70 — PROPOSED CONTOURS
 - ▭ PROPOSED ASPHALT PAVEMENT ROADWAY
 - ▨ PROPOSED GRAVEL SHOULDER
 - ▭ PROPOSED GRAVEL TEMPORARY "T"

PAVEMENT SPECIFICATIONS

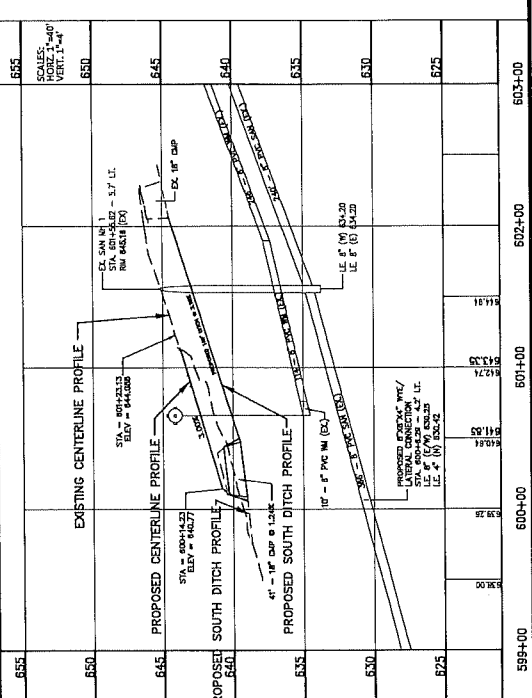
DUST AGGREGATE BASE COURSE SHALL MEET THE REQUIREMENTS OF SECTION 405 OF THE STATE SPECIFICATIONS. THE COMPLETED DUST AGGREGATE BASE COURSE SHALL BE CONSTRUCTED IN FOUR INCH (4") LIFT AND COMPACTED ACCORDING TO SUBSECTION 405.2.2.2 OF THE "STATE SPECIFICATIONS".

ASPHALTIC CONCRETE PAVEMENT SHALL BE CONSTRUCTED IN TWO (2) LIFTS MEETING THE REQUIREMENTS OF SECTION 406 OF THE "STATE SPECIFICATIONS". PAVEMENT SHALL BE INSTALLED IN TWO (2) LIFTS IN ACCORDANCE WITH THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEETS OF THE PLAN SET.

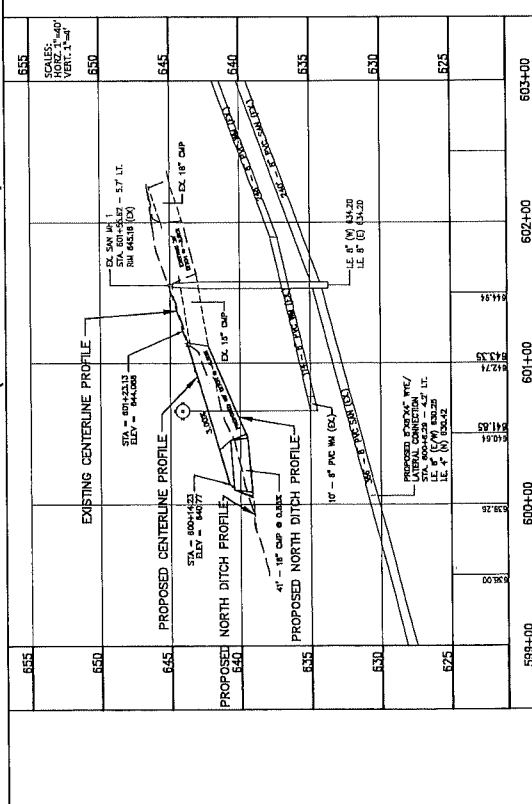
CONTRACTOR SHALL ADJUST AND/OR RECONSTRUCT ALL UTILITY COVERS (SUCH AS MANHOLES, VALVE BOXES, ETC.) TO MATCH THE FINISHED GRADE OF THE AREA AFFECTED BY THE CONSTRUCTION.



BUCKLEY ROAD (SOUTH DITCH)



BUCKLEY ROAD (NORTH DITCH)

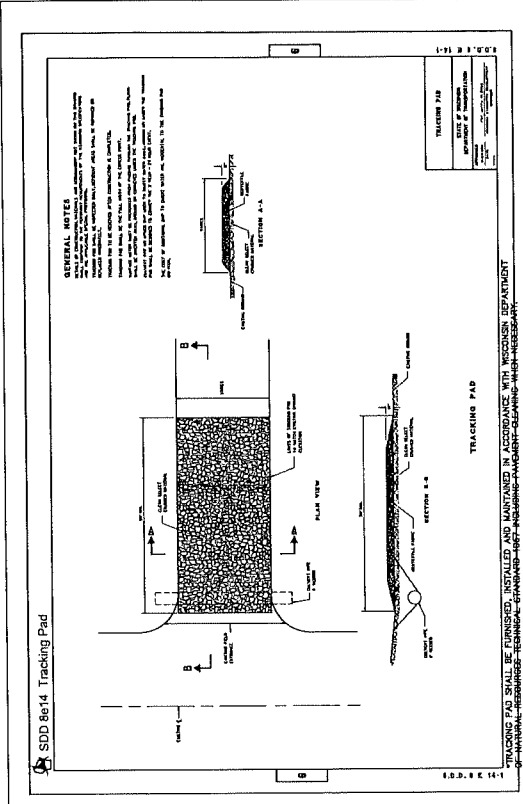


NO.	DATE	REVISION

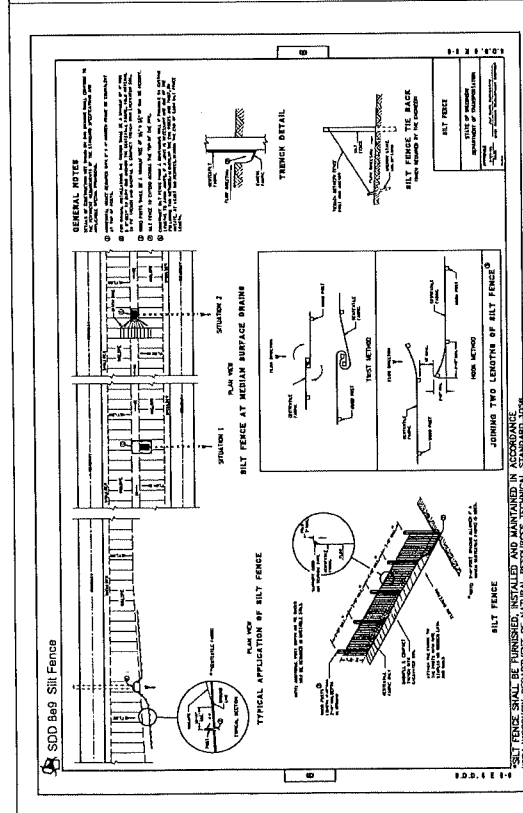
PROJ. NO.: 2022.0172.01
 DATE: 9.30.2022
 SHEET: C-8
 DRAFTER: JMM
 CHECKED: JMM
 DATE: 10.13.2022

NIELSEN MADSEN + BARBER
 CIVIL ENGINEERS AND LAND SURVEYORS
 1458 Horizon Blvd, Suite 200, Racine, WI, 53406
 Tel: (262)64-5588 Website: www.nmbc.net

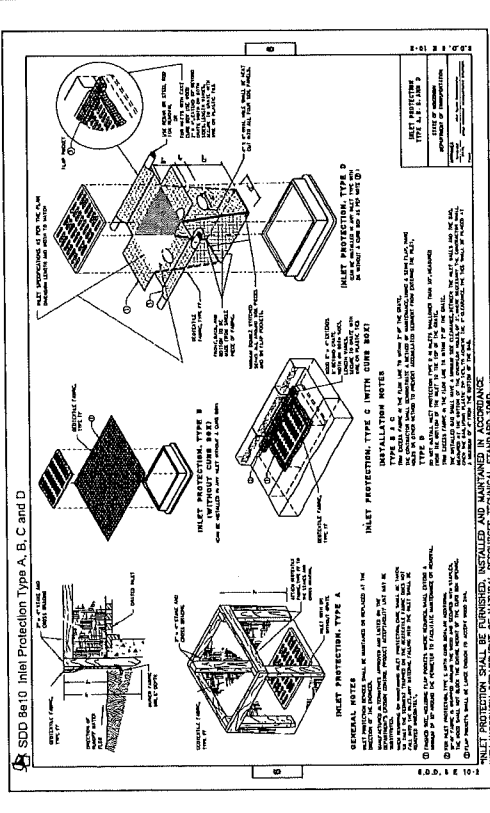
BUCKLEY ROAD EXTENSION
 TYPICAL SECTIONS &
 CONSTRUCTION DETAILS
 FOR
 DONALD AND JANE CHRISTENSEN
 VILLAGE OF CALDONIA, RACINE COUNTY, WISCONSIN



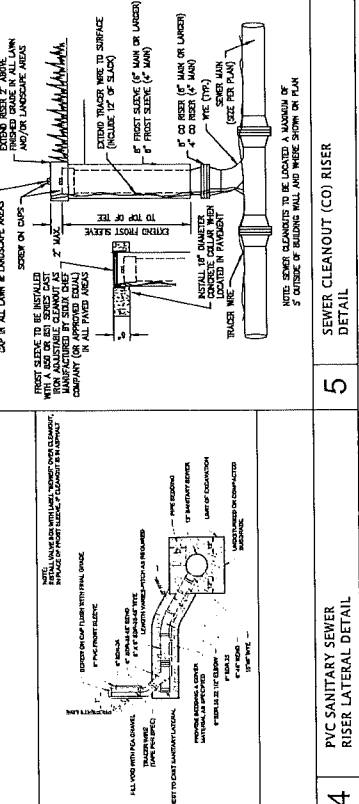
2 TRACKING PAD DETAIL N.T.S.



1 SILT FENCE DETAIL N.T.S.



3 INLET PROTECTION DETAIL N.T.S.



5 SEWER CLEANOUT (CO) RISER DETAIL N.T.S.



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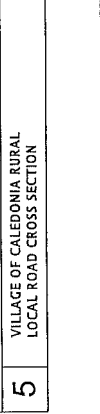
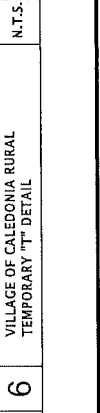
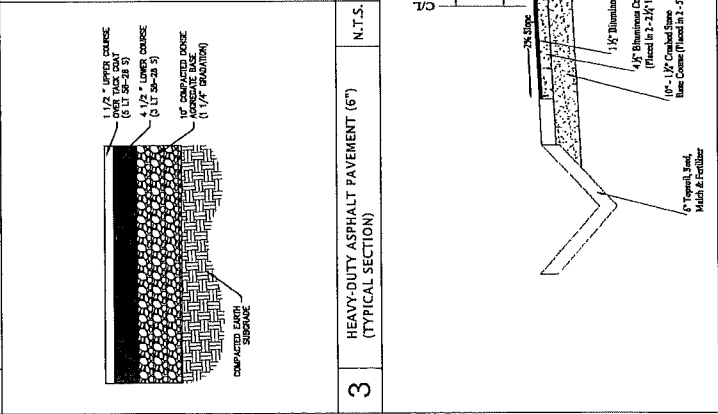
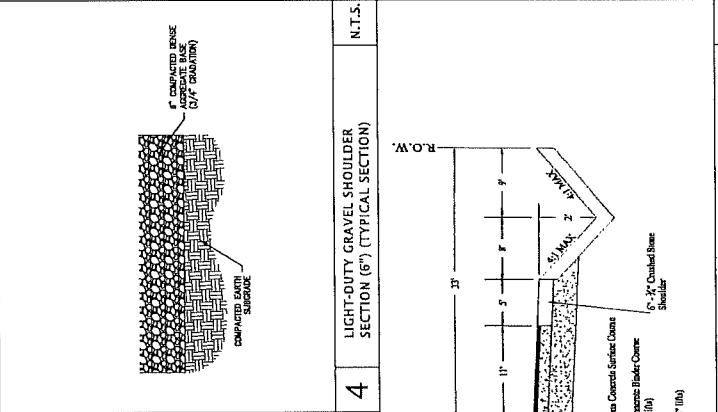
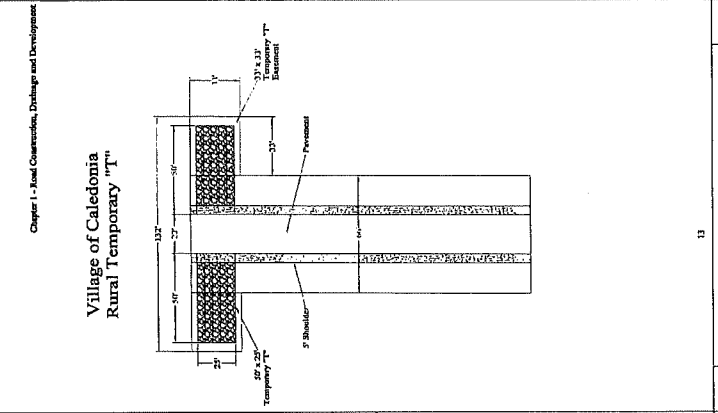
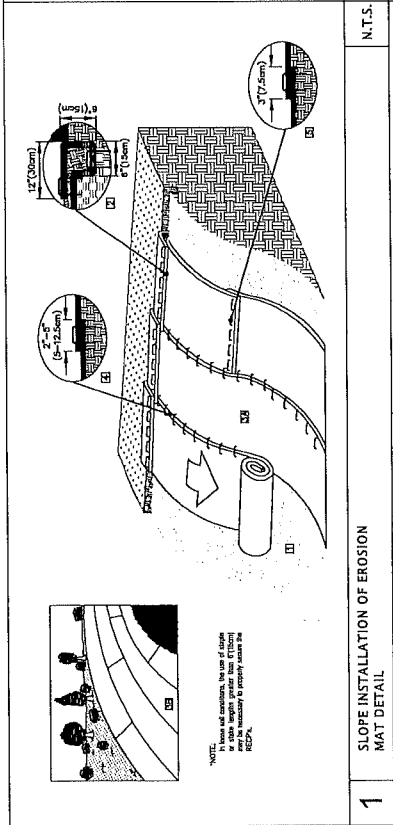
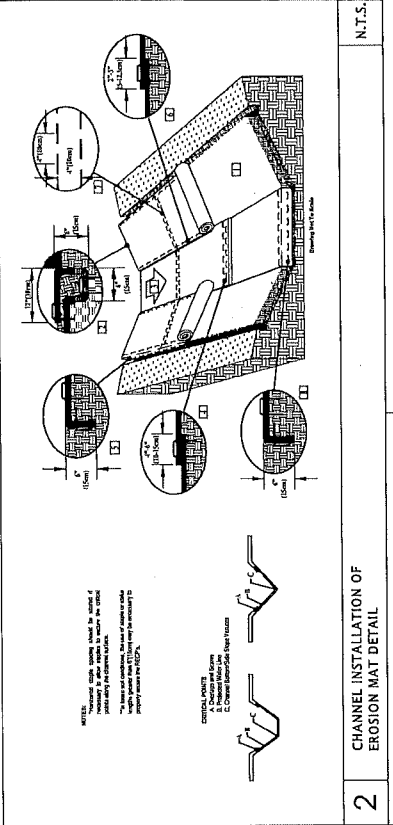
BUCKLEY ROAD EXTENSION
 TYPICAL SECTIONS &
 CONSTRUCTION DETAILS
 FOR
 DONALD AND JANE CHRISTENSEN
 VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

ISSUE FOR APPROVAL: 10-6-2022

NO.	REVISION	BY	DATE

PANEL NO.	AREA
DATE	

SHEET
C-9
 2022.01.72.01



Thursday, October 06, 2022 11:10:22 AM