

RESOLUTION NO. 2023-66

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A DEVELOPMENT AGREEMENT WITH THE RICHARD & DIANE RUFFO REVOCABLE TRUST DATED 4/22/2009 FOR THE EXTENSION OF CORONA DRIVE

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

WHEREAS, the Owner, the Richard & Diane Ruffo Revocable Trust Dated 4/22/2009 is the owner of property to the North of the Aldebaran Subdivision, more specifically North of Corona Drive.

WHEREAS, the Owner, the Richard & Diane Ruffo Revocable Trust Dated 4/22/2009 has submitted and has received approval for a CSM for the dedication of Right of Way. The intent is to construct a single-family home on the lot. In order for the Village to allow a single-family home to be constructed on the lot, the Corona Drive Extension will need to be constructed as a Village Road to provide appropriate frontage for the lot.

WHEREAS, the Owner, the Richard & Diane Ruffo Revocable Trust Dated 4/22/2009 has submitted construction plans and has received approval from the Village of Caledonia Utility District and the Engineering Department for the construction of the Corona Drive Extension.

WHEREAS, the Owner, the Richard & Diane Ruffo Revocable Trust Dated 4/22/2009 has executed a Development Agreement and will be providing the appropriate financial guarantee for the construction of the Corona Drive 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, the Richard & Diane Ruffo Revocable Trust Dated 4/22/2009 and A.W. Oakes & Son Inc. 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.

27 Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this day of June, 2023.

VILLAGE OF CALEDONIA

By: Thomas R Weatherston
Thomas Weatherston
Village President

Attest: Joslyn Hoeffert
Joslyn Hoeffert
Village Clerk

DEVELOPMENT AGREEMENT

**Corona Drive - Road Extension
(Parcel ID 51-104-04-22-35-002-000)**

THIS DEVELOPMENT AGREEMENT, (the "Agreement"), effective as of the date last executed by any Party hereto, is made and entered into by and between **RICHARD & DIANE RUFFO REVOCABLE TRUST DATED 4/22/2009**, 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 within 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 Corona Drive.
- D. Developer has provided plans for the construction of the Village Road. A copy of the Approved Construction Plans are attached as **Exhibit C**.

E. As a part of the road extension of Corona Drive, 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.

F. 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.

G. 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.

H. 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, Sanitary Sewer Utilities, Watermain

Utilities, 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 Corona Drive as shown on the approved plans prepared by Pinnacle Engineering Group dated and professional engineered stamped on May 19, 2023 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 Mains & Lateral Construction.** Developer's design engineer shall stake all the Sewer and Water Mains & Laterals prior to construction. Developer shall be responsible for constructing the Sewer & Water Mains & 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 Mains & 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

Mains & Laterals, and the 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 Mains & Laterals to the lot in said Property.

After the Sewer & Water Mains & Laterals have passed final inspection and testing, and after all lien waivers for the work completed on the Sewer & Water Mains & 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 and Storm Mains & Laterals and Public Roads, the Developer has opted to post with the Village a Letter of Credit, in the amount of **\$375,000.00** (the "Security"), which amount equates to 120% of the Public Improvements' estimated total cost (excluding the cost for asphaltting) and equates to 110% of the estimated total paving work cost as set forth in **Exhibit B** which is incorporated herein by reference.

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, Storm Mains & Laterals, and (2) the Public Road's stone course, and (3) the Public Road's binder and surface course of asphalt, 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 asphalt work have been paid by Developer. After invoices have been paid for the Sewer, Water, & Storm Mains and 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 **\$29,945.20** 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 Road, as well as for additional amounts needed to complete the asphaltting of the street 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 Village's Consulting 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 Developer's 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 Permit 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 permit shall be issued for the Property; provided, however, that a building permit may be issued to the Property after the binder course for the street has been installed and accepted by the Village. It is anticipated that the paving will be completed in 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: Richard & Diane Ruffo Revocable Trust Dated 4/22/2009
9 Ironwood Court
Racine, WI 53402

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

Village Engineer
Village of Caledonia
5043 Chester Lane
Racine, WI 53402

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.

DEVELOPER

RICHARD & DIANE RUFFO REVOCABLE TRUST DATED 4/22/2009

By: *Richard Ruffo, trustee*
Richard Ruffo

By: *Diane Ruffo, trustee*
Diane Ruffo

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this 14th day of June 2023, Richard Ruffo and Diane Ruffo, being trustees of the Richard & Diane Ruffo Revocable Trust Dated 4/22/2009 to me known to be the persons who executed the foregoing instrument and acknowledged the same as the act and deed of said persons.

ROSE M CALKINS
NOTARY PUBLIC
STATE OF WISCONSIN

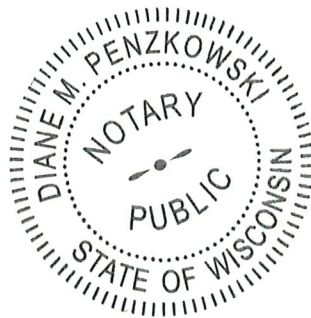
Rose M. Calkins
Notary Public, Racine County, WI
Print Name: Rose M. Calkins
My commission: 10-3-2020

VILLAGE OF CALEDONIA

By: Thomas R Weatherston
Thomas Weatherston
Village President

Attest: Joslyn Hoeffert
Joslyn Hoeffert
Village Clerk

Personally came before me this 27th day of June, 2023, Thomas Weatherston and Joslyn M. Hoeffert, 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.



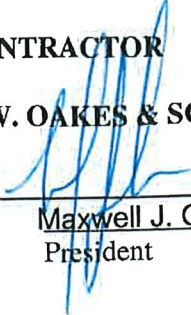
Diane M Penzkowski
Notary Public, Racine County, WI


Name: Diane M Penzkowski

My Commission: 4-2-2024

CONTRACTOR

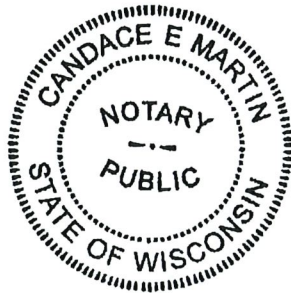
A.W. OAKES & SON INC.

By: 
Maxwell J. Oakes, CPA
President

Attest: 
Patricia R. Koestler
Secretary



Personally came before me this 20th day of June, 2023 Maxwell J. Oakes and Patricia R. Koestler 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.




Notary Public, Racine County, WI

Name: Candace E. Martin

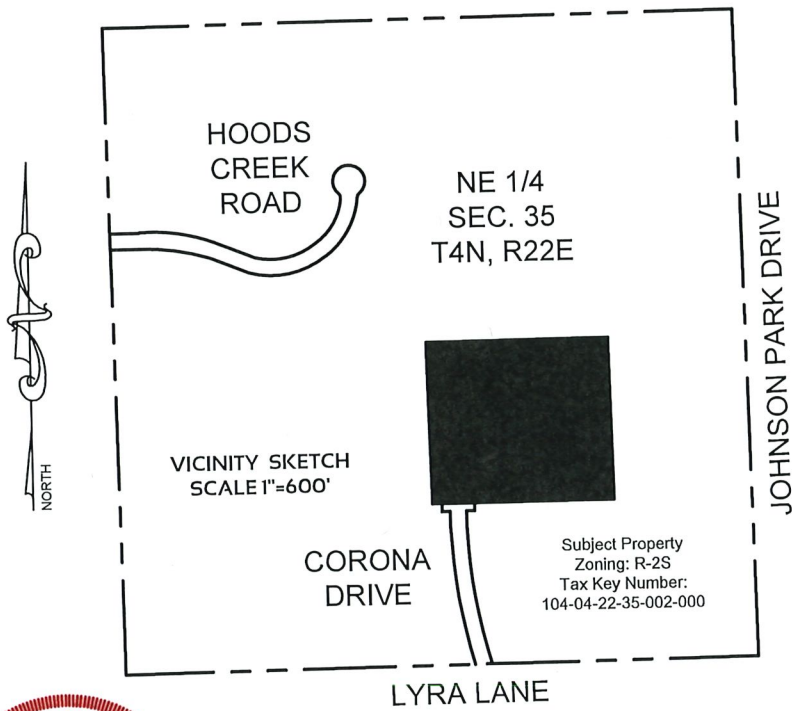
My Commission: August 19, 2026

EXHIBITS:

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

CERTIFIED SURVEY MAP NO. _____

Being a part of the Southeast 1/4 of the Northeast 1/4 of
Section 35, Township 4 North, Range 22 East, Village of
Caledonia, Racine County, Wisconsin



APRIL 4, 2023

Prepared for:
Richard Ruffo
9 Iron Wood Court
Racine, WI 53402

Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

NOTES:

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Coordinates referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). Bearings referenced to the east line of the Northeast 1/4 of Section 35, Township 4 North, Range 22 East which has a bearing of 501°07'55"E.
- Flood Zone Classification: The property lies within Zone "X" of the Flood Insurance Rate Map Community Panel No. 55101C0113E with an effective date of FEBRUARY 1, 2019. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

DRAFTED BY: ST
PEG JOB#2893.00
SHEET 1 OF 5

CERTIFIED SURVEY MAP NO. _____

Being a part of the Southeast 1/4 of the Northeast 1/4 of Section 35, Township 4 North,
Range 22 East, Village of Caledonia, Racine County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided that part of the Southeast 1/4 of the Northeast 1/4 of Section 35, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Commencing at the southeast corner of the Northeast 1/4 of said Section 35; thence North 01°07'55" West along the east line of said Northeast 1/4, 657.83 feet; thence South 89°37'11" West, 565.22 feet to a found square iron pipe marking the northeast corner of Block 3 of Aldebaran, a recorded subdivision, and the Point of Beginning;

Thence continuing South 89°37'11" West along the monumented north line of said Block 3 of Aldebaran, 733.60 feet;
Thence North 01°12'15" West along the monumented West line of the Southeast 1/4 of the Northeast 1/4 of said Section 35, as described in Quit Claim Deed Document No. 2264571, 660.56 feet;
Thence North 89°25'45" East parallel to the north line of the said Northeast 1/4, 733.05 feet;
Thence South 01°07'55" East parallel to the aforesaid east line of the Northeast 1/4, 663.00 feet to the Point of Beginning.

Dedicating that portion of subject property as graphically shown for public right of way purposes.

Containing 485,270 square feet (11.1403 acres) of land Gross and 464,330 square feet (10.6596 acres) of land Net more or less.

That I have made such survey, land division and map by the direction of RICHARD AND DIANE RUFFO REVOCABLE TRUST DATED APRIL 22, 2009, owner of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the Village of Caledonia Land Division Ordinance in surveying, mapping and dividing the land within the certified survey map.

Date: APRIL 4, 2023



John P. Konopacki
Professional Land Surveyor S-2461

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N00°22'49"W	89.12'

CURVE TABLE							
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT	TANGENT
C1	27.18'	28.00'	055°36'38"	N27°25'30"E	26.12'	N00°22'49"W	N55°13'49"E
C2	406.62'	80.00'	291°13'16"	S89°37'11"W	90.37'	N55°13'49"E	S55°59'27"E
C3	27.18'	28.00'	055°36'38"	S28°11'08"E	26.12'	S55°59'27"E	S00°22'49"E

Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#2893.00
SHEET 3 OF 5

CERTIFIED SURVEY MAP NO. _____

Being a part of the Southeast 1/4 of the Northeast 1/4 of Section 35, Township 4 North,
Range 22 East, Village of Caledonia, Racine County, Wisconsin

OWNER'S CERTIFICATE OF DEDICATION

RICHARD AND DIANE RUFFO REVOCABLE TRUST DATED APRIL 22, 2009, as owner, hereby certifies that we caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of the Village of Caledonia.

RICHARD AND DIANE RUFFO REVOCABLE TRUST DATED APRIL 22, 2009, as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval:

1. Village of Caledonia

IN WITNESS WHEREOF, the said RICHARD AND DIANE RUFFO REVOCABLE TRUST DATED APRIL 22, 2009, has caused these presents to be signed by (name - print) _____, (title) _____ and (name - print) _____, (title) _____, at (city) _____, _____ County, Wisconsin, on this _____ day of _____, 2023.

In the presence of: RICHARD AND DIANE RUFFO REVOCABLE TRUST DATED APRIL 22, 2009

Name - Title

Name - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2023, _____ and _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described in the forgoing affidavit of John P. Konopacki, surveyor, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____, its _____, and its corporate seal to be hereunto affixed this _____ day of _____, 2023.

Date Name - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2023, _____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____



APRIL 4, 2023

Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#2893.00
SHEET 4 OF 5

CERTIFIED SURVEY MAP NO. _____

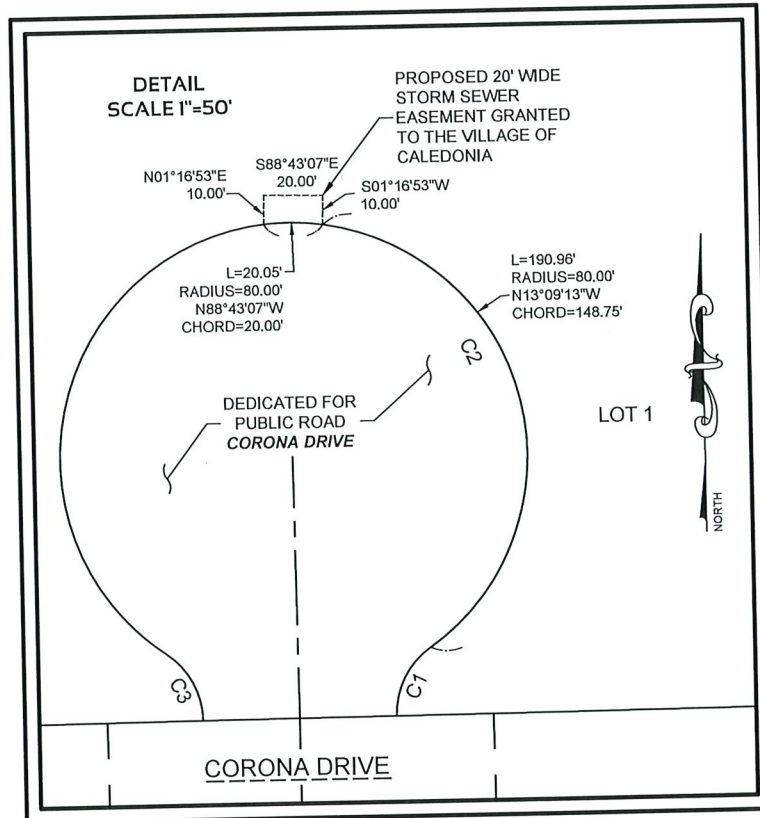
Being a part of the Southeast 1/4 of the Northeast 1/4 of Section 35, Township 4 North,
Range 22 East, Village of Caledonia, Racine County, Wisconsin

VILLAGE BOARD APPROVAL

Approved by the Village Board of the Village of Caledonia, Wisconsin, on this _____ day of _____, 2023.

Date _____

Joslyn M. Hoeffert, Village Clerk



APRIL 4, 2023

Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEGJOB#2893.00
SHEET 5 OF 5

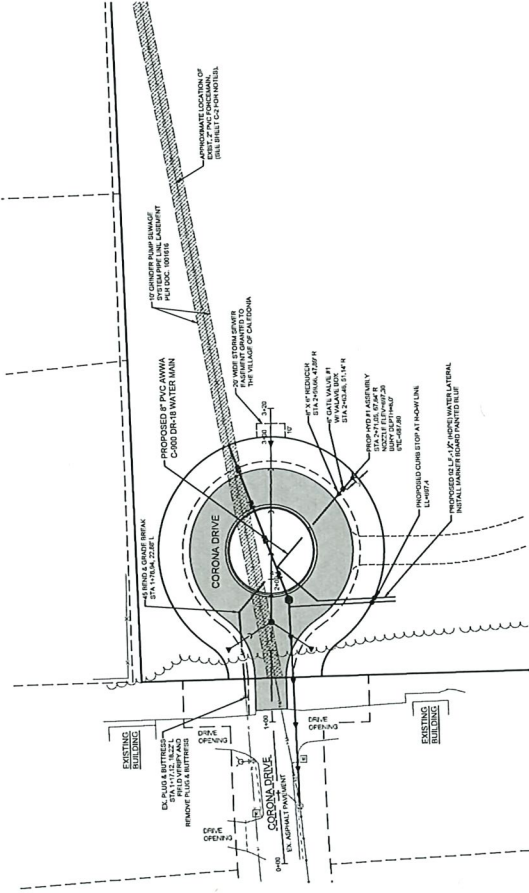
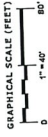
Exhibit B

Corona Drive Extension

Road Extension Work including Laterals	\$ 270,000.00
Total	\$ 270,000.00
120% of Total	\$ 324,000.00

After acceptance of all public improvements and during the guaranty period after installation of the surface course of asphalt it is anticipated that the Letter of Credit will be reduced to \$29,945.20 (representing 10% of the cost of the Public Improvements)

Paving Work			
Binder	252 tons	\$ 69.70	\$ 17,564.40
Surface	84 tons	\$ 77.65	\$ 6,522.60
Subgrade Prep	973 SY	\$ 1.00	\$ 973.00
Shouldering	244 SY	\$ 18.00	\$ 4,392.00
Inspections			\$ 16,911.64
Paving Work			\$ 46,363.64
110% of Total			\$ 51,000.00
TOTAL Letter of Credit			\$ 375,000.00



FOR CONSTRUCTION

PROP. WATER MAIN PLAN & PROFILE

NOTE:
SEE ADDITIONAL NOTES AND DETAILS ON SHEETS 6 AND 7.



CALL JACOBS INT'L INC.
TEL: 763.221.1000
WWW.JACOBS.COM
MCA, MCA, DPA-188

NOTE: The location and size of the water main shown on this plan are based on the information provided by the City of Racine. The Engineer is not responsible for the accuracy of the information provided by the City of Racine. The Engineer is not responsible for the accuracy of the information provided by the City of Racine.

SHEET	REVISIONS
C-3	DATE SUBMITTED: 03-20-23
C-7	DATE SUBMITTED: 05-02-23

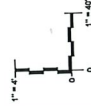
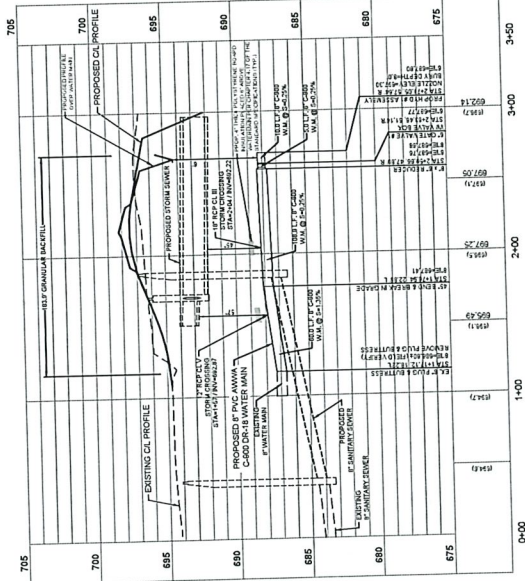
PROP. WATER MAIN PLAN & PROFILE

CORONA DRIVE EXTENSION VILLAGE OF CALEDONIA, RACINE CO.

PLAN / DESIGN / DELIVER
P I N N A C L E
E N G I N E E R I N G
GROUP

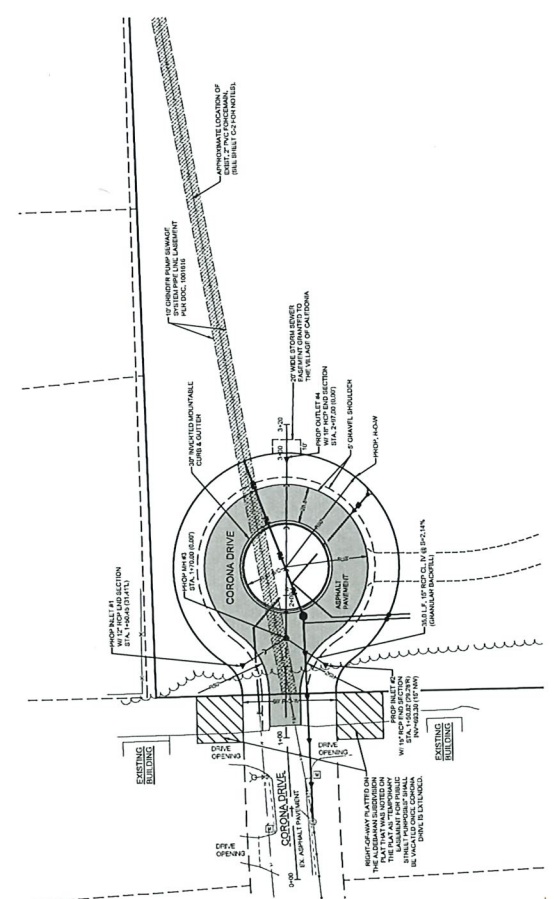
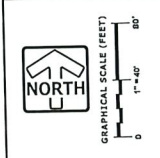
ENGINEERING / ARCHITECTURE / SURVEYING
P I N N A C L E
E N G I N E E R I N G
GROUP

PROJECT: 2023.1301.0001W1240 SHEETS 288A TO WATER MAIN.DWG

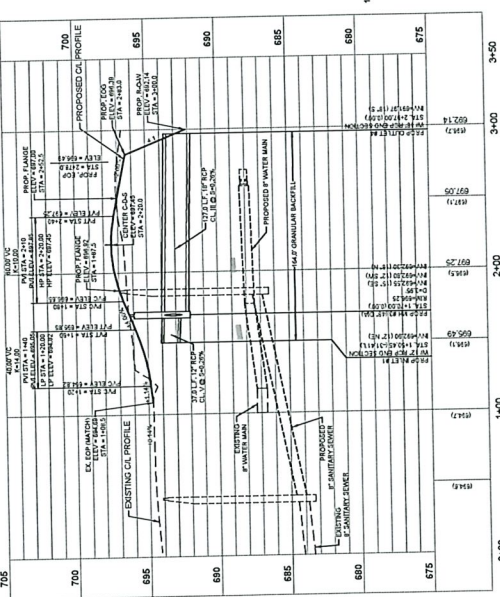


www.pinnacle-engr.com

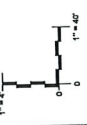
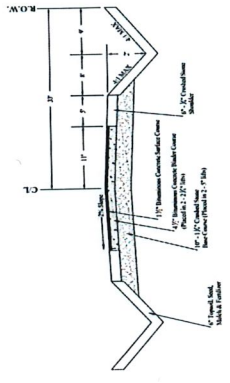
DATE: 05/02/2023 10:58:11 AM PROJECT: 2023.1301.0001W1240 SHEETS 288A TO WATER MAIN.DWG



NOTE:
SEE ADDITIONAL NOTES AND DETAILS ON SHEETS 6 AND 7.



Village of Caledonia
Rural Local Road
Cross Section



NOTE: The location and size of the structures shown here are based on information provided by the Village of Caledonia. It is the Engineer's responsibility to verify the location and size of the structures shown here. Credit: Stephen Hobbins, Inc., etc.

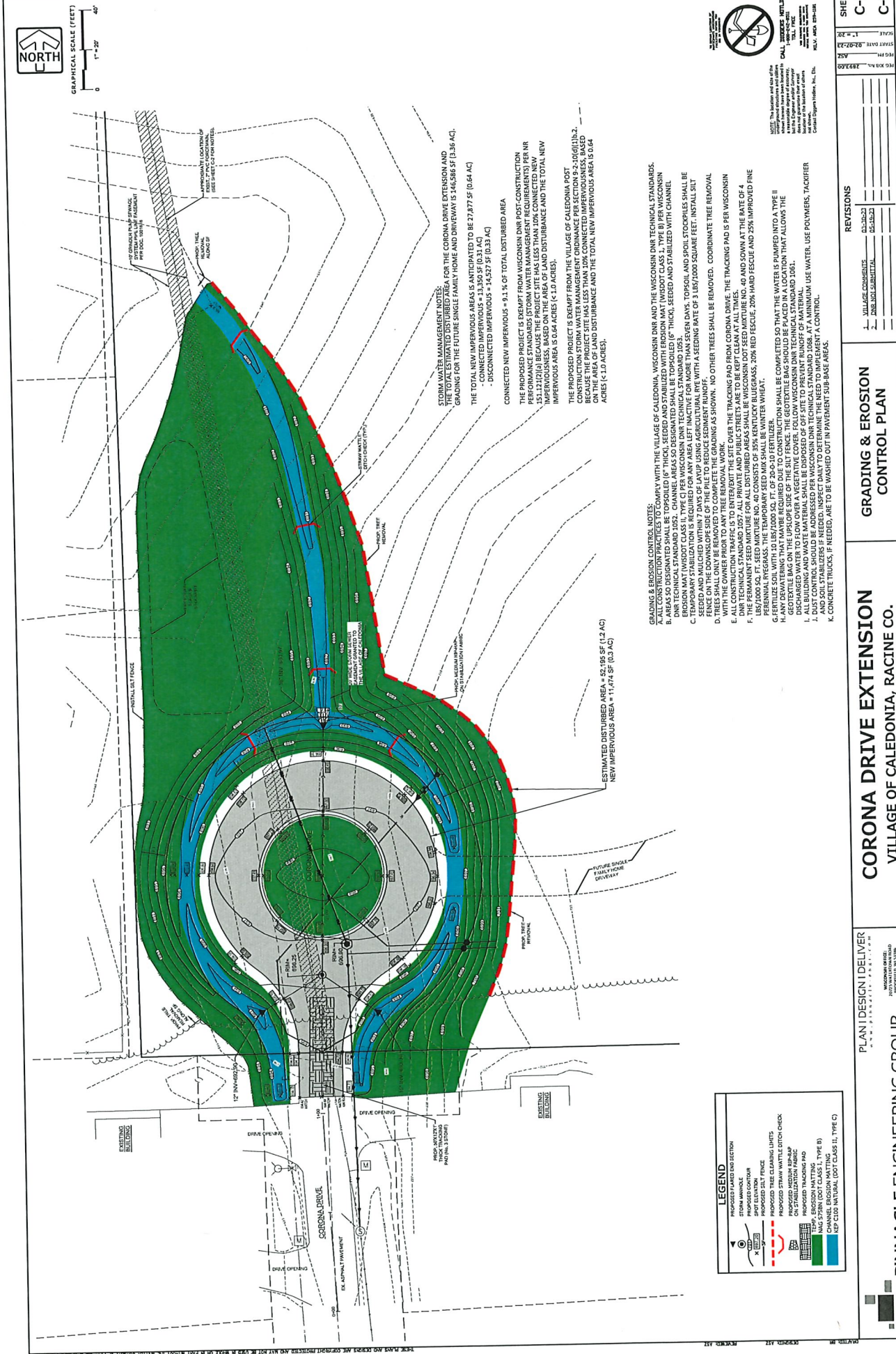
NO.	DATE	DESCRIPTION	BY	CHKD.
1	03-20-2023	FOR USE COMPLETE		
2	03-20-2023	FOR SUBMITTAL		

PROP. PAVING AND STORM SEWER PLAN & PROFILE

CORONA DRIVE EXTENSION
VILLAGE OF CALEDONIA, RACINE CO.

PLAN DESIGN DELIVER
P I N N A C L E
E N G I N E E R I N G
G R O U P
INCORPORATED
1000 WISCONSIN STREET
PO BOX 1000
WISCONSIN 53191
TEL: 262-781-1000
WWW.PINNACLE-ENGR.COM

SHEET	NO.	DATE
C-4	1	03-20-2023
C-7	1	03-20-2023



STORM WATER MANAGEMENT NOTES:
 THE TOTAL ESTIMATED DISTURBED AREA FOR THE CORONA DRIVE EXTENSION AND GRADING FOR THE FUTURE SINGLE FAMILY HOME AND DRIVEWAY IS 34,686 SF (0.79 AC).
 THE TOTAL NEW IMPERVIOUS AREAS IS ANTICIPATED TO BE 27,877 SF (0.64 AC)
 - CONNECTED IMPERVIOUS = 13,350 SF (0.31 AC)
 - DISCONNECTED IMPERVIOUS = 14,527 SF (0.33 AC)
 CONNECTED NEW IMPERVIOUS = 9.1 % OF TOTAL DISTURBED AREA
 THE PROPOSED PROJECT IS EXEMPT FROM WISCONSIN DNR POST-CONSTRUCTION WATER MANAGEMENT STANDARDS (STORM WATER MANAGEMENT REQUIREMENTS) PER NR 151.121(2)(a) BECAUSE THE PROJECT SITE HAS LESS THAN 10% CONNECTED NEW IMPERVIOUSNESS, BASED ON THE AREA OF LAND DISTURBANCE AND THE TOTAL NEW IMPERVIOUS AREA IS 0.64 ACRES (K-1.0 ACRES).
 THE PROPOSED PROJECT IS EXEMPT FROM THE VILLAGE OF CALEDONIA POST-CONSTRUCTION STORM WATER MANAGEMENT STANDARDS BECAUSE THE PROJECT SITE HAS LESS THAN 10% CONNECTED IMPERVIOUSNESS, BASED ON THE AREA OF LAND DISTURBANCE AND THE TOTAL NEW IMPERVIOUS AREA IS 0.64 ACRES (K-1.0 ACRES).

GRADING & EROSION CONTROL NOTES:
 A. ALL CONSTRUCTION PRACTICES TO COMPLY WITH THE VILLAGE OF CALEDONIA, WISCONSIN DNR AND THE WISCONSIN DNR TECHNICAL STANDARDS.
 B. AREAS SO DESIGNATED SHALL BE TOPSOILED WITH WISCONSIN MAT (WISDOT CLASS 1, TYPE B) PER WISCONSIN DNR TECHNICAL STANDARD 10B3. AREAS SO DESIGNATED SHALL BE TOPSOILED (6" THICK), SEEDED AND STABILIZED WITH CHANNEL EROSION MAT (WISDOT CLASS II, TYPE C) PER WISCONSIN DNR TECHNICAL STANDARD 10B3. TOPSOIL AND SOIL STOCKPILES SHALL BE SEEDED AND MULCHED WITHIN 7 DAYS OF EXPOSURE TO PREVENT EROSION. WITH A SEEDING RATE OF 3 LB5/1000 SQUARE FEET. INSTALL SILT FENCES AND STRAW WATTLES TO REDUCE SEDIMENT RUNOFF.
 C. WITH THE OWNER PRIOR TO ANY TREE REMOVAL WORK. NO OTHER TREES SHALL BE REMOVED. COORDINATE TREE REMOVAL WITH THE OWNER PRIOR TO ANY TREE REMOVAL WORK.
 D. ALL CONSTRUCTION TRAFFIC TO AND FROM THE TRACKING PAD FROM CORONA DRIVE. THE TRACKING PAD IS PER WISCONSIN DNR TECHNICAL STANDARD 10B3. PRIVATE AND PUBLIC STREETS ARE TO BE KEPT CLEAN AT ALL TIMES.
 E. THE PERMANENT SEED MIXTURE FOR ALL DISTURBED AREAS SHALL BE WISCONSIN DOT SEED MIXTURE NO. 40 AND SHALL BE AT THE RATE OF 4 LB5/1000 SQ. FT. SEED MIXTURE NO. 40 CONSISTS OF 35% KENTUCKY BLUEGRASS, 20% RED FESCUE, 20% HARD FESCUE AND 25% IMPROVED FINE PERENNIAL RYEGRASS. THE SEEDING RATE SHALL BE 1000 SQ. FT. OF 20-40-10 FERTILIZER.
 F. MANY DEWATERING THAT MAY BE REQUIRED DUE TO CONSTRUCTION SHALL BE COMPLETED SO THAT THE WATER IS PUMPED INTO A TYPE II GEOTEXTILE BAG ON THE UPSLOPE SIDE OF THE SILT FENCE. FOLLOW WISCONSIN DNR TECHNICAL STANDARD 10B1.
 G. DO NOT ALLOW CONSTRUCTION MATERIAL TO BE STORED IN AN UNPROTECTED LOCATION THAT ALLOW THE BUILDING AND WASTE MATERIAL SHALL BE DISPOSED OF OFF SITE TO PREVENT RUNOFF OF MATERIAL.
 H. DUST CONTROL SHOULD BE ADDRESSED PER WISCONSIN DNR TECHNICAL STANDARD 10B1 AT ALL TIMES.
 I. AND SOIL STABILIZERS IF NEEDED. MATERIAL SHALL BE WASHED OUT IN PAVEMENT SUB-BASE AREAS.
 J. CONCRETE TRUCKS, IF NEEDED, ARE TO BE WASHED OUT IN PAVEMENT SUB-BASE AREAS.

ESTIMATED DISTURBED AREA = 34,686 SF (0.79 AC)
NEW IMPERVIOUS AREA = 27,877 SF (0.64 AC)

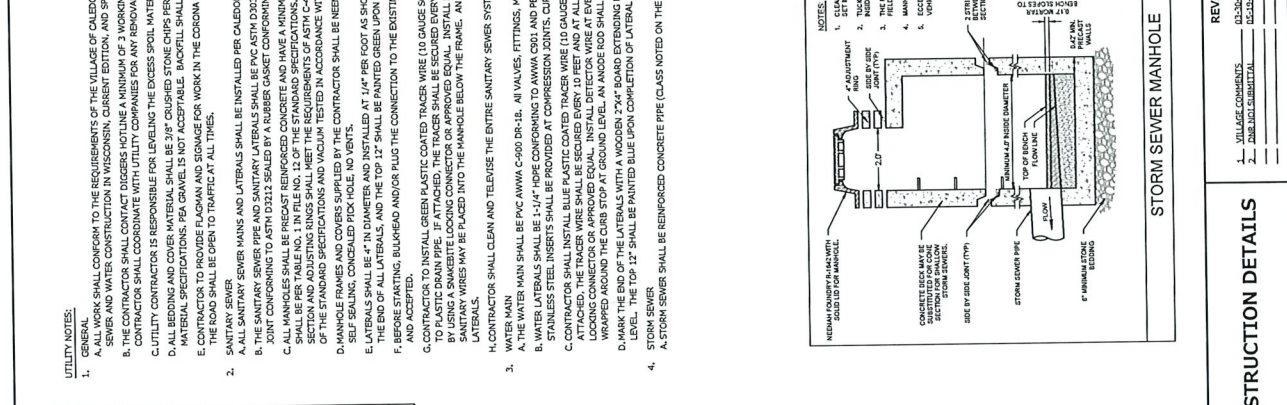
PROJECT NO.	202309
DATE	02-27-23
SCALE	N.T.S.
SHEET	C-6

CONSTRUCTION DETAILS

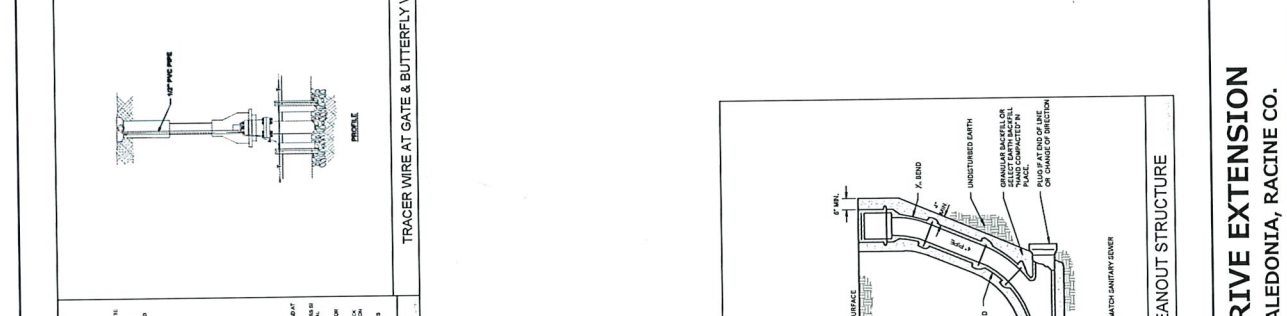
REVISIONS

NO.	DATE	DESCRIPTION
1.	03-20-23	VILLAGE COMMENTS
2.	03-23-23	DATE SUBMITTED

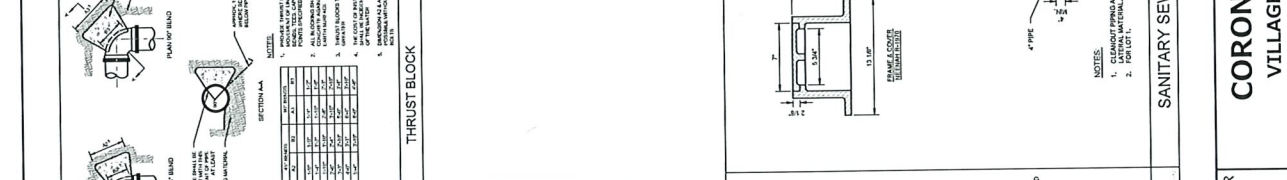
SANITARY MANHOLE



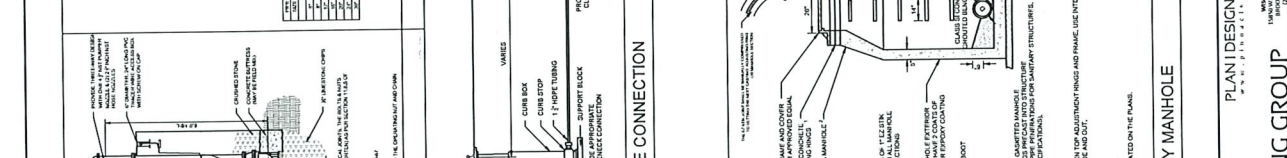
SANITARY SEWER CLEANOUT STRUCTURE



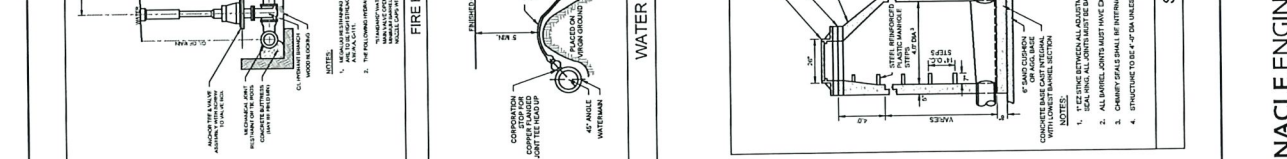
WATER SERVICE CONNECTION



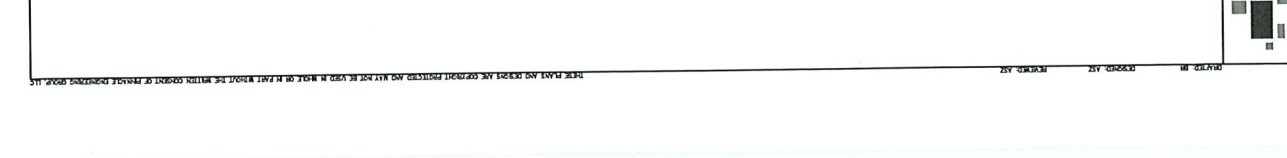
THRUST BLOCK



FIRE HYDRANT



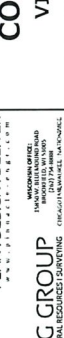
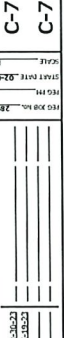
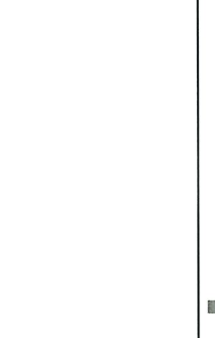
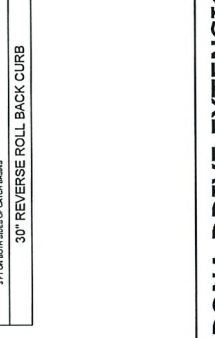
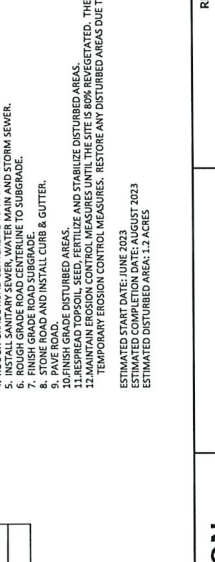
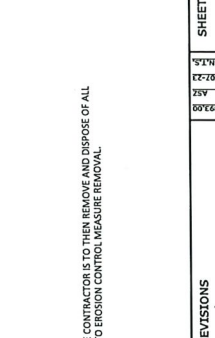
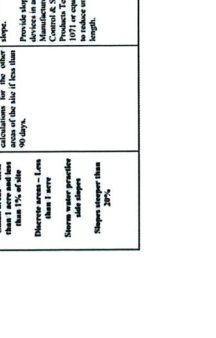
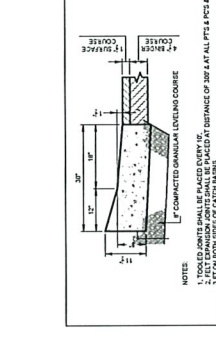
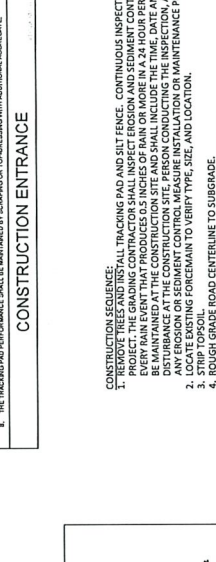
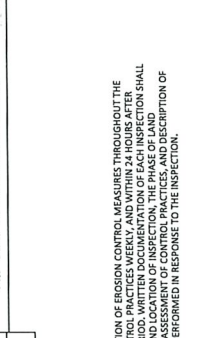
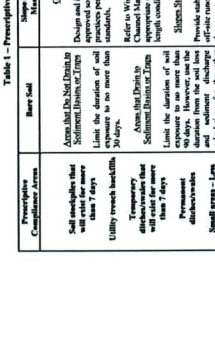
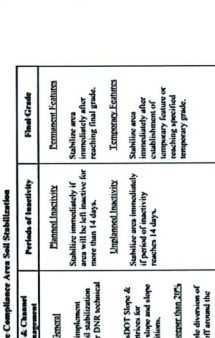
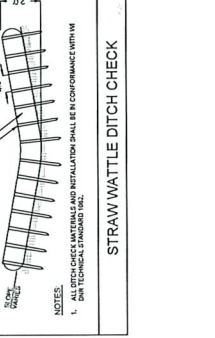
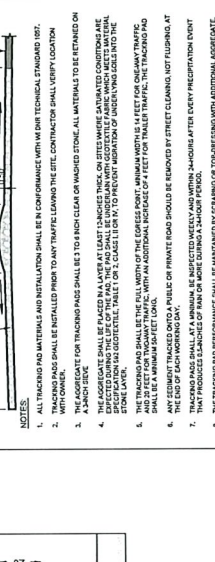
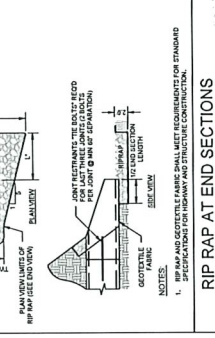
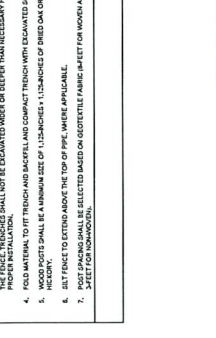
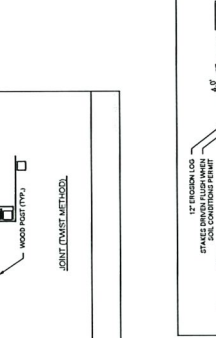
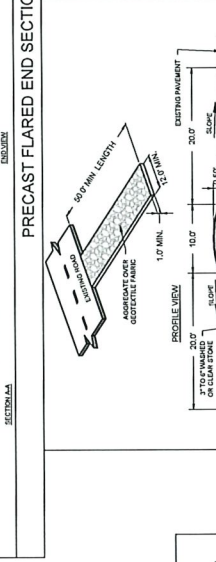
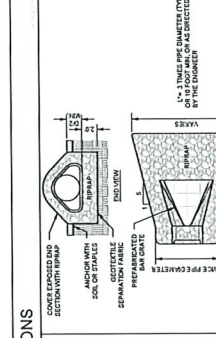
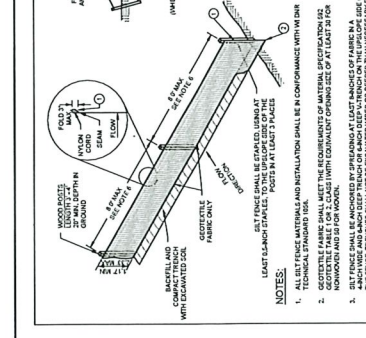
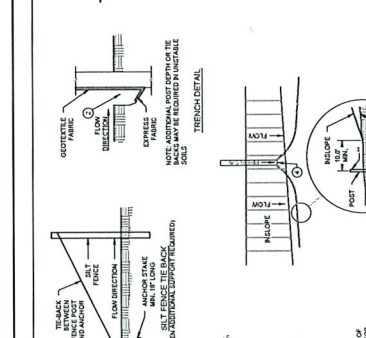
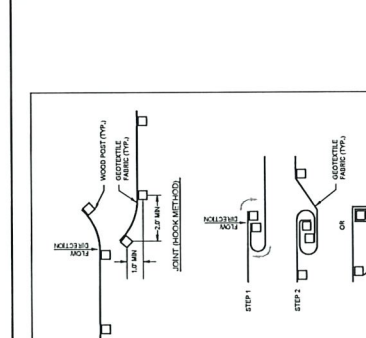
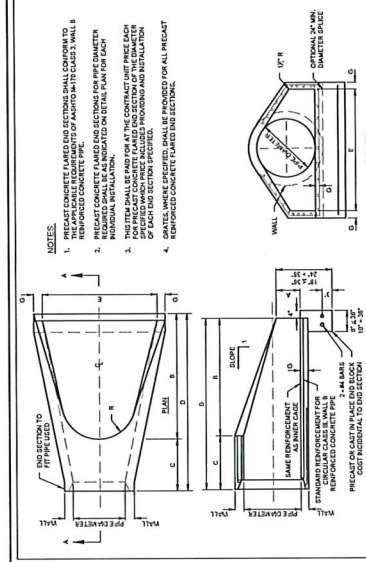
TRACER WIRE AT GATE & BUTTERFLY VALVES



STORM SEWER MANHOLE



SECTION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100																																																																																																																																																																																																																																																																																																																																																																																																														
12"	18"	24"	30"	36"	42"	48"	54"	60"	66"	72"	78"	84"	90"	96"	102"	108"	114"	120"	126"	132"	138"	144"	150"	156"	162"	168"	174"	180"	186"	192"	198"	204"	210"	216"	222"	228"	234"	240"	246"	252"	258"	264"	270"	276"	282"	288"	294"	300"	306"	312"	318"	324"	330"	336"	342"	348"	354"	360"	366"	372"	378"	384"	390"	396"	402"	408"	414"	420"	426"	432"	438"	444"	450"	456"	462"	468"	474"	480"	486"	492"	498"	504"	510"	516"	522"	528"	534"	540"	546"	552"	558"	564"	570"	576"	582"	588"	594"	600"	606"	612"	618"	624"	630"	636"	642"	648"	654"	660"	666"	672"	678"	684"	690"	696"	702"	708"	714"	720"	726"	732"	738"	744"	750"	756"	762"	768"	774"	780"	786"	792"	798"	804"	810"	816"	822"	828"	834"	840"	846"	852"	858"	864"	870"	876"	882"	888"	894"	900"	906"	912"	918"	924"	930"	936"	942"	948"	954"	960"	966"	972"	978"	984"	990"	996"	1002"	1008"	1014"	1020"	1026"	1032"	1038"	1044"	1050"	1056"	1062"	1068"	1074"	1080"	1086"	1092"	1098"	1104"	1110"	1116"	1122"	1128"	1134"	1140"	1146"	1152"	1158"	1164"	1170"	1176"	1182"	1188"	1194"	1200"	1206"	1212"	1218"	1224"	1230"	1236"	1242"	1248"	1254"	1260"	1266"	1272"	1278"	1284"	1290"	1296"	1302"	1308"	1314"	1320"	1326"	1332"	1338"	1344"	1350"	1356"	1362"	1368"	1374"	1380"	1386"	1392"	1398"	1404"	1410"	1416"	1422"	1428"	1434"	1440"	1446"	1452"	1458"	1464"	1470"	1476"	1482"	1488"	1494"	1500"	1506"	1512"	1518"	1524"	1530"	1536"	1542"	1548"	1554"	1560"	1566"	1572"	1578"	1584"	1590"	1596"	1602"	1608"	1614"	1620"	1626"	1632"	1638"	1644"	1650"	1656"	1662"	1668"	1674"	1680"	1686"	1692"	1698"	1704"	1710"	1716"	1722"	1728"	1734"	1740"	1746"	1752"	1758"	1764"	1770"	1776"	1782"	1788"	1794"	1800"	1806"	1812"	1818"	1824"	1830"	1836"	1842"	1848"	1854"	1860"	1866"	1872"	1878"	1884"	1890"	1896"	1902"	1908"	1914"	1920"	1926"	1932"	1938"	1944"	1950"	1956"	1962"	1968"	1974"	1980"	1986"	1992"	1998"	2004"	2010"	2016"	2022"	2028"	2034"	2040"	2046"	2052"	2058"	2064"	2070"	2076"	2082"	2088"	2094"	2100"	2106"	2112"	2118"	2124"	2130"	2136"	2142"	2148"	2154"	2160"	2166"	2172"	2178"	2184"	2190"	2196"	2202"	2208"	2214"	2220"	2226"	2232"	2238"	2244"	2250"	2256"	2262"	2268"	2274"	2280"	2286"	2292"	2298"	2304"	2310"	2316"	2322"	2328"	2334"	2340"	2346"	2352"	2358"	2364"	2370"	2376"	2382"	2388"	2394"	2400"	2406"	2412"	2418"	2424"	2430"	2436"	2442"	2448"	2454"	2460"	2466"	2472"	2478"	2484"	2490"	2496"	2502"	2508"	2514"	2520"	2526"	2532"	2538"	2544"	2550"	2556"	2562"	2568"	2574"	2580"	2586"	2592"	2598"	2604"	2610"	2616"	2622"	2628"	2634"	2640"	2646"	2652"	2658"	2664"	2670"	2676"	2682"	2688"	2694"	2700"	2706"	2712"	2718"	2724"	2730"	2736"	2742"	2748"	2754"	2760"	2766"	2772"	2778"	2784"	2790"	2796"	2802"	2808"	2814"	2820"	2826"	2832"	2838"	2844"	2850"	2856"	2862"	2868"	2874"	2880"	2886"	2892"	2898"	2904"	2910"	2916"	2922"	2928"	2934"	2940"	2946"	2952"	2958"	2964"	2970"	2976"	2982"	2988"	2994"	3000"



CONSTRUCTION DETAILS FOR CONSTRUCTION

REVISIONS

CONSTRUCTION DETAILS

CORONA DRIVE EXTENSION

VILLAGE OF CALEDONIA, RACINE CO.

PLAN / DESIGN / DELIVER

PINNACLE ENGINEERING GROUP

ENGINEERING / NATURAL RESOURCES / LANDSCAPE

WISCONSIN LICENSED PROFESSIONAL ENGINEER

PROJECT NO. 2023-001

DATE: 06/20/2023

DESIGNED BY: [Name]

CHECKED BY: [Name]

DATE: 06/20/2023

ESTIMATED DISTURBED AREA: 1.2 ACRES

ESTIMATED DISTURBED AREA: 1.2 ACRES

ESTIMATED DISTURBED AREA: 1.2 ACRES

ESTIMATED DISTURBED AREA: 1.2 ACRES

ESTIMATED DISTURBED AREA: 1.2 ACRES

ESTIMATED DISTURBED AREA: 1.2 ACRES

ESTIMATED DISTURBED AREA: 1.2 ACRES

ESTIMATED DISTURBED AREA: 1.2 ACRES

ESTIMATED DISTURBED AREA: 1.2 ACRES

ESTIMATED DISTURBED AREA: 1.2 ACRES

ESTIMATED DISTURBED AREA: 1.2 ACRES

ESTIMATED DISTURBED AREA: 1.2 ACRES

ESTIMATED DISTURBED AREA: 1.2 ACRES